



**CITY OF SOUTH PASADENA  
CITY COUNCIL**

**AGENDA  
REGULAR - CLOSED SESSION MEETING  
WEDNESDAY, JULY 7, 2021 AT 6:00 P.M.**

**City Manager's Conference Room, Second Floor, City Hall  
1414 Mission Street, South Pasadena, CA 91030**

**WELCOME BACK TO IN-PERSON HYBRID MEETING!**

**NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY**

Pursuant to Governor Newsom's Executive Order N-08-21, the City Council may conduct its meetings remotely and may be held via video conference. Pursuant to such Executive Order, the City Council may participate remotely and not be physically present in the City Council Chambers. Until further notice and as such Executive Orders remain in effect, the City Council may also allow public participation to continue via live public comment conducted over ZOOM.

The South Pasadena City Council Meeting for **July 7, 2021** will be conducted in-person from the City Manager's Conference Room, Second Floor, City Hall, 1414 Mission Street. South Pasadena.

Please be advised that pursuant to the Executive Order(s), and to ensure the health and safety of the public, staff, and City Council, as the Council Chambers will be open to the public for the meeting and members of the public may attend and/or participate in the in-person meeting, all are kindly reminded to follow Los Angeles County Public Health and CDC regulations and guidelines that are in place and may be posted.

The In-person Hybrid meeting will be conducted live in the City Manager's Conference Room.

Public comment will be taken at the beginning of the meeting. The public will be released from the meeting so that the Council can convene closed session discussion of items allowed under Government Code. Any action taken in closed session will be reported by the City Attorney during the open session meeting immediately following. A separate Zoom webinar link will be provided for open session for the public to attend.

The Meeting will be available

- In Person Hybrid – City Manager's Conference Room, Second Floor, City Hall, 1414 Mission St
- Via Zoom – **Webinar ID: 982 8332 9008**  
**Passcode: 7721**

Public Comments participation may be made as follows:

- Written Comment submitted by no later than meeting day, 12:00 PM, deadline via the website.
- In Person Hybrid – City Council Chambers, 1424 Mission Street.
- Via Zoom (see Public Comment Section below for instructions.)

To maximize public safety while still maintaining transparency and public access, members of the public can observe the meeting via Zoom in one of the three methods below.

AGP0002

1. Go to the Zoom website, <https://zoom.us/join> and enter the Zoom Meeting information; or
2. Click on the following unique Zoom meeting link:  
<https://zoom.us/j/98283329008?pwd=bHV3bjh5Y0QxVlJpcjUyNTZWZjU4QT09>; or
3. You may listen to the meeting by calling: +1-669-900-6833 and entering the Zoom Meeting ID and Passcode when prompted.

For additional Zoom assistance with telephone audio, you may find your local number at:  
<https://zoom.us/u/aiXV0TAW2>

**CALL TO ORDER:** Mayor Diana Mahmud

**ROLL CALL:** Mayor Diana Mahmud  
Mayor Pro Tem Michael Cacciotti  
Councilmember Jack Donovan  
Councilmember Jon Primuth  
Councilmember Evelyn G. Zneimer

## **PUBLIC COMMENT PERIOD FOR CLOSED SESSION ITEM(S) ONLY**

### **PUBLIC COMMENT AND SUGGESTIONS**

The City Council welcomes public input. If you would like to comment on an agenda item, members of the public may participate **by means of one of the following options:**

**Option 1:**

Participate in-person at the City Council Chambers.

**Option 2:**

Participants will be able to “raise their hand” using the Zoom icon during the meeting, and they will have their microphone un-muted during comment portions of the agenda to speak for up to 3 minutes per item.

*(Note: For the purpose of best ensuring that all of the agenda items are considered at the Council Meeting, the Mayor may exercise the Chair's discretion, subject to the approval of the majority of the City Council, to limit public comment(s) to less than 3 minutes on any given agenda item).*

**Option 3:**

Email public comment(s) to [ccpubliccomment@southpasadenaca.gov](mailto:ccpubliccomment@southpasadenaca.gov).

Public Comments received in writing will not be read aloud at the meeting, but will be part of the meeting record. Written public comments will be uploaded online for public viewing under Additional Documents. There is no word limit on emailed Public Comment(s). Please make sure to indicate:

- 1) Name (optional), and
- 2) Agenda item you are submitting public comment on.
- 3) Submit by no later than 12:00 p.m., on the day of the Council meeting.

**NOTE:** Pursuant to State law, the City Council may not discuss or take action on issues not on the meeting agenda, except that members of the City Council or staff may briefly respond to statements made or questions posed by persons exercising public testimony rights (Government Code Section 54954.2). Staff may be asked to follow up on such items.

**CLOSED SESSION AGENDA ITEMS**

**A. EXISTING LITIGATION**

*CONFERENCE WITH LEGAL COUNSEL: Existing Litigation  
Pursuant to Government Code Section 54956.9(d)(1)  
City of South Pasadena v. Caltrans*

**B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

*PUBLIC EMPLOYEE PERFORMANCE EVALUATION,  
Pursuant to Government Code Section 54957 (b)(1)*

- Title: City Manager

**CERTIFICATION OF POSTING**

*This amended agenda was duly posted for the meeting to be held on July 7, 2021, on the bulletin board in the courtyard of City Hall at 1414 Mission Street, South Pasadena, CA 91030, and on the City's website as required by law, on the date listed below.*

*This agenda was properly posted on July 2, 2021, and the signed certification of posting is on file in the City Clerk's Division.*



**CITY OF SOUTH PASADENA  
CITY COUNCIL**

**AGENDA  
REGULAR MEETING  
WEDNESDAY, JULY 7, 2021 AT 7:00 P.M.**

**CITY COUNCIL CHAMBERS  
1424 MISSION STREET, SOUTH PASADENA, CA 91030**

**WELCOME BACK TO IN-PERSON HYBRID MEETING!**

**South Pasadena City Council Statement of Civility**

*As your elected governing board, we will treat each other, members of the public, and city employees with patience, civility and courtesy as a model of the same behavior we wish to reflect in South Pasadena for the conduct of all city business and community participation. The decisions made tonight will be for the benefit of the South Pasadena community and not for personal gain.*

**NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY**

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The South Pasadena City Council Meeting for **July 7, 2021** will be conducted in-person from the Council Chambers, Amedee O. "Dick" Richards, Jr., located at 1424 Mission Street, South Pasadena.

Please be advised that pursuant to the Executive Order(s), and to ensure the health and safety of the public, staff, and City Council, as the Council Chambers will be open to the public for the meeting and members of the public may attend and/or participate in the in-person meeting, all are kindly reminded to follow Los Angeles County Public Health and CDC regulations and guidelines that are in place and may be posted.

The In-person Hybrid meeting will be conducted live in the City Council Chambers.

The Meeting will be available

- In Person Hybrid – City Council Chambers, 1424 Mission Street
- Live Broadcast via the website –  
[http://www.spectrumstream.com/streaming/south\\_pasadena/live.cfm](http://www.spectrumstream.com/streaming/south_pasadena/live.cfm)
- Via Zoom – **Webinar ID: 879 9631 6010**  
**Passcode: 7721**

Public Comments participation may be made as follows:

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- Via Zoom by "raising hand" (see Public Comment Section below for instructions.)



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<https://zoom.us/u/aiXV0TAW2>

<b>CALL TO ORDER:</b>	Mayor	Diana Mahmud
<b>ROLL CALL:</b>	Mayor	Diana Mahmud
	Mayor Pro Tem	Michael Cacciotti
	Councilmember	Jack Donovan
	Councilmember	Jon Primuth
	Councilmember	Evelyn G. Zneimer
<b>PLEDGE OF ALLEGIANCE:</b>	Councilmember	Donovan

## CLOSED SESSION ANNOUNCEMENTS

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

## PUBLIC COMMENT AND SUGGESTIONS

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1) Name (optional), and  
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NOTE: Pursuant to State law, the City Council may not discuss or take action on issues not on the meeting agenda, except that members of the City Council or staff may briefly respond to statements made or questions posed by persons exercising public testimony rights (Government Code Section 54954.2). Staff may be asked to follow up on such items.

**2. PUBLIC COMMENT – GENERAL**

PRESENTATION(S) - NONE

COMMUNICATIONS

**3. COUNCILMEMBERS COMMUNICATIONS**

Time allotted per Councilmember is 3 minutes. Additional time will be allotted at the end of the City Council meeting agenda, if necessary.

**4. CITY MANAGER COMMUNICATIONS****5. REORDERING OF, ADDITIONS, OR DELETIONS TO THE AGENDA**

CONSENT CALENDAR

**OPPORTUNITY TO COMMENT ON CONSENT CALENDAR**

Items listed under the consent calendar are considered by the City Manager to be routine in nature and will be enacted by one motion unless a public comment has been received or Councilmember requests otherwise, in which case the item will be removed for separate consideration. Any motion relating to an ordinance or a resolution shall also waive the reading of the ordinance or resolution and include its introduction or adoption as appropriate.

**6. Approval of Prepaid Warrants in the Amount of \$231,611.43; General City Warrants in the Amount of \$616,989.10; General City Warrant Voids in the Amount of (\$1,246.14); Supplemental ACH Payments in the Amount of \$52,838.04; Transfers in the Amount of \$5,061,000.00; Payroll in the Amount of \$1,128,397.97****Recommendation**

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

**7. Minutes of the City Council Meeting(s) for the dates as follows:**

- **March 29, 2021 – Special Meeting**
- **April 7, 2021 – Special Meeting**
- **April 7, 2021 – Regular Meeting**
- **April 20, 2021 – Regular Meeting**
- **April 21, 2021 – Regular Meeting**
- **April 28, 2021 – Regular Meeting**
- **May 5, 2021 – Regular Meeting**
- **May 19, 2021 – Regular Meeting**

**Recommendation**

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

**CONSENT CALENDAR - CONTINUED**

8. **Authorize two Professional Services Agreements with 1) Helix Environmental Planning Inc. and 2) Historic Resources Group to provide on-call Planning to assist with Historic Preservation Project Review in the amount not to exceed of \$50,000 per firm for a total not to exceed amount of \$100,000, paid for by project applicants**

**Recommendation**

It is recommended that the City Council authorize the City Manager to execute the Professional Services Agreements (PSAs) with two on-call Planning Firms:

1. Helix Environmental Planning, Inc. and
2. Historic Resources Groups to assist with expedited historic preservation project review, paid for by applicants, in the amount not-to-exceed \$50,000 per firm, for a total budgeted amount of \$100,000. The actual costs of these agreements will be passed through the project applicant requesting expedited project review.

9. **Interim Planning Manager Backfill Request**

**Recommendation**

It is recommended that the City Council:

1. Appropriate \$36,000 from General Fund Undesignated Reserves to the Planning and Community Development Contract Services Account 101-7010-7011-8170, to provide temporary staffing to backfill staff absences; and
2. Approve a Second Amendment to a Professional Services Agreement (PSA) with Willdan Engineering for \$36,000, for a new total not to exceed amount of \$60,580, for up to six weeks of Interim Planning Manager services to backfill the Planning Manager position during an unanticipated leave of absence.

10. **Authorize two Professional Services Agreements with 1) Transtech Engineers, Inc. and 2) Willdan Engineering, Inc to provide on-call Code Enforcement Services in the amount not to exceed \$36,000 per firm, for a total not to exceed amount of \$72,000**

**Recommendation**

It is recommended that the City Council authorize the City Manager to execute the Professional Services Agreements (PSAs) with two on-call engineering firms:

1. Transtech Engineers, Inc. and
2. Willdan Engineering, Inc. to assist with backfill Code Enforcement services during the recruitment for a full time Community Improvement Coordinator, in the amount not-to-exceed \$36,000 per firm, for a total budgeted amount of \$72,000. Backfill services will be coordinated between the two firms such that services will not exceed 40 hours per week, for up to six months.

**CONSENT CALENDAR - CONTINUED**

11. **Acceptance of Project Completion and Authorization to File a Notice of Completion for Graves Reservoir Replacement Project and Authorization to Release Retention Payment to Pacific Hydrotech Corporation in the Amount of \$503,393.23**

**Recommendation**

It is recommended that the City Council;

1. Accept the Graves Reservoir Replacement Project (Project) as complete;
  2. Authorize the recordation of the Notice of Completion (NOC) with the Los Angeles County Registrar-Recorder County Clerk; and
  3. Authorize release of retention payment to Pacific Hydrotech Corporation, (Contractor), in the amount of \$503,393.23
12. **Authorize the First Amendment with John L. Hunter and Associates (JHA), Inc. Extending the Agreement for an Additional Two Years for Environmental Compliance and National Pollutant Discharge Elimination System (NPDES) Consulting Services in a Total Not-to-Exceed Amount of \$75,810.00.**

**Recommendation**

It is recommended that the City Council authorize the City Manager to execute the first contract amendment with JHA, Inc. to extend the Agreement providing environmental compliance and NPDES services for an additional two years, in an amount not-to-exceed \$45,405 for the first extension Year 2022, and \$30,405 for the second extension Year 2023, for a total of \$75,810.

13. **Authorize the First Amendment with Carollo Engineers, Inc. Extending the Professional Services Agreement for Additional One Year for Preparation of the Integrated Water and Wastewater Resources Management Plan**

**Recommendation**

It is recommended that the City Council authorize:

1. The City Manager to execute the first contract amendment with Carollo Engineers, Inc. (Carollo) to extend the professional services agreement for an additional year for the preparation of an Integrated Water and Wastewater Resources Management Plan (IWWRMP).
2. Appropriate \$191,224.64 to 210-9000-9403-9403-000 that is carried over from FY 2020-21.
3. Appropriate \$58,713.32 to 500-9000-9403-9403-000 that is carried over from FY 2020-21.

**CONSENT CALENDAR - CONTINUED**

14. **Authorize a Contract Amendment to the Agreement with Interwest Consulting Group for On-Call Inspection Support Services Available on an As-Needed Basis for an Additional Amount of \$25,000 for a Total Contract Amount of \$49,000, and Extend the Agreement from August 5, 2021, to August 5, 2022**

**Recommendation**

Staff recommends that the City Council authorize the City Manager to:

1. Execute a contract amendment with Interwest Consulting Group for on-call inspection support services available on an as-needed basis, for an amount of \$25,000 for a total contract amount of \$49,000, and
2. Execute a contract amendment to extend the contract period from August 5, 2021 to August 5, 2022.

**PUBLIC HEARING**

15. **First Reading and Introduction of an Ordinance, Amending Chapter 19A (Noise Regulation) of the South Pasadena Municipal Code to Prohibit the Use of Gas-Powered Leaf Blowers**

**ORDINANCE**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING SECTIONS 19A.12.1 ("POWER YARD MAINTENANCE EQUIPMENT—DEFINITIONS") AND 19A.12.4 ("LEAF BLOWERS—REGULATION OF USE") OF CHAPTER 19A ("NOISE REGULATION") OF THE SOUTH PASADENA MUNICIPAL CODE RELATING TO LEAF BLOWERS

**Recommendation**

It is recommended that the City Council

1. Conduct Public Hearing.
2. Conduct first reading, read by title only, waive further reading, and introduce an ordinance to amend Chapter 19A of the South Pasadena Municipal Code (SPMC) to prohibit the use of gas-powered leaf blowers within the City of South Pasadena.

**PUBLIC HEARING****16. Adoption of a Resolution Confirming an Annual Levy and Collection of Assessments for the Lighting and Landscaping Maintenance District (LLMD) for Fiscal Year (FY) 2021-22****RESOLUTION**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, CONFIRMING THE FISCAL YEAR 2021-22 ANNUAL LEVY AND COLLECTION OF ASSESSMENTS CERTAIN MAINTENANCE IN AN EXISTING DISTRICT PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2 OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA

**Recommendation**

It is recommended that the City Council, after receiving public testimony at the public hearing, adopt the attached resolution confirming the annual, levy and collection of assessments for the LLMD for FY 2021-22.

**ACTION / DISCUSSION****17. Authorize a Professional Services Agreement with Economic and Planning Systems, Inc. (EPS) for an Inclusionary Housing In-Lieu Fee Study and Affordable Housing Program Recommendations in an Amount Not-to-Exceed \$73,345 and Increase the Planning & Community Development Contract Services Account by \$13,345 from the General Fund for Fiscal Year 2021-2022****Recommendation**

It is recommended that the City Council:

1. Authorize the City Manager to execute a Professional Services Agreement (PSA) with Economic and Planning Systems, Inc. (EPS) in an amount not to exceed \$73,345 for preparation of an Inclusionary Housing In-Lieu Fee Study and Affordable Housing Program Recommendations; and
2. Appropriate \$13,345 from General Fund Undesignated Reserves to the Planning and Community Development Contract Services Account 101-7010-7011-8170.

**INFORMATION REPORTS - NONE**

**ADJOURNMENT**

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

July 21, 2021	Regular City Council meeting	Council Chamber	7:00 p.m.
August 4, 2021	Regular City Council meeting	Declared Dark	Cancelled
August 18, 2021	Regular City Council meeting	Council Chamber	7:00 p.m.
September 1, 2021	Regular City Council meeting	Council Chamber	7:00 p.m.

**PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS**

City Council meeting agenda packets, any agenda related documents, and additional documents are available online for public inspection on the City’s website: <https://www.southpasadenaca.gov/government/city-council-meetings/2021-council-meetings>.

Regular meetings are live streamed via the internet at: [http://www.spectrumstream.com/streaming/south\\_pasadena/live.cfm](http://www.spectrumstream.com/streaming/south_pasadena/live.cfm)

**AGENDA NOTIFICATION SUBSCRIPTION**

If you wish to receive an agenda email notification please contact the City Clerk’s Division via email at [CityClerk@southpasadenaca.gov](mailto:CityClerk@southpasadenaca.gov) or call (626) 403-7230.

**ACCOMMODATIONS**



The City of South Pasadena wishes to make all of its public meetings accessible to the public. If special assistance is needed to participate in this meeting, please contact the City Clerk's Division at (626) 403-7230 or [CityClerk@southpasadenaca.gov](mailto:CityClerk@southpasadenaca.gov). Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities. Notification at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting (28 CFR 35.102-35.104 ADA Title II).

**CERTIFICATION OF POSTING**

*I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on July 7, 2021, on the bulletin board in the courtyard of City Hall at 1414 Mission Street, South Pasadena, CA 91030, and on the City’s website as required by law, on the date listed below.*

07/01/2021

/s/

Date

Linda Thai  
Deputy City Clerk



# City Council Agenda Report

ITEM NO. <u>  6  </u>
-----------------------

**DATE:** July 7, 2021

**FROM:** Arminé Chaparyan, City Manager *AC*

**PREPARED BY:** Armine Trashian, Accounting Manager  
Albert Trinh, Finance Manager

**SUBJECT:** Approval of Prepaid Warrants in the Amount of \$231,611.43; General City Warrants in the Amount of \$616,989.10; General City Warrant Voids in the Amount of (\$1,246.14); Supplemental ACH Payments in the Amount of \$52,838.04; Transfers in the Amount of \$5,061,000.00; Payroll in the Amount of \$1,128,397.97.

### Recommendation Action

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

### Fiscal Impact

#### Prepaid Warrants:

Warrant # 312675-312696	\$	55,541.47
ACH	\$	176,069.96
Voids	\$	0

#### General City Warrants:

Warrant # 312697-312785	\$	228,096.91
ACH	\$	388,892.19
Voids	\$	(1,246.14)

Payroll Period Ending 06/06/2021	\$	614,899.70
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Payroll Period Ending 06/20/2021	\$	513,498.27
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Wire Transfers Out (LAIF)	\$	5,000,000.00
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Wire Transfers In (LAIF)	\$	0
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Wire Transfers (RSA)	\$	0
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Wire Transfers (Acct # 2413)	\$	61,000.00
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Wire Transfers (Acct # 1936)	\$	0
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Supplemental ACH Payment	\$	52,838.04
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#### RSA:

Prepaid Warrants	\$	0
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General City Warrants	\$	0
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Total	\$	7,089,590.40
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### Commission Review and Recommendation



Approval of Warrants

July 7, 2021

Page 2 of 2

This matter was not reviewed by a Commission.

**Legal Review**

The City Attorney has not reviewed this item.

**Public Notification of Agenda Item**

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website.

Attachments:

1. Warrant Summary
2. Prepaid Warrant List
3. General City Warrant List
4. Supplemental ACH Payments
5. Voids
6. Payroll

# **ATTACHMENT 1**

## **Warrant Summary**

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

Date 07.07.2021

AGP0015

Fund No.	Amounts		
	Prepaid	Written	
General Fund	101	78,845.05	202,094.33
Insurance Fund	103	9,059.88	-
Street Improvement Program	104	-	-
Facilities & Equip.Cap. Fund	105	-	-
Local Transit Return "A"	205	40.00	23,677.04
Local Transit Return "C"	207	266.19	1,980.00
TEA/Metro	208	-	-
Sewer Fund	210	190.16	5,845.64
CTC Traffic Improvement	211	-	-
Street Lighting Fund	215	190.16	1,078.02
Public,Education & Govt Fund	217	-	-
Clean Air Act Fund	218	-	35,601.71
Business Improvement Tax	220	-	-
Gold Line Mitigation Fund	223	-	-
Mission Meridian Public Garage	226	-	9,649.56
Housing Authority Fund	228	-	-
State Gas Tax	230	190.16	1,182.13
County Park Bond Fund	232	-	-
Measure R	233	-	-
Measure M	236	-	-
Road Maint & Rehab (SB1)	237	-	-
MSRC Grant Fund	238	-	-
Measure W	239	-	-
Measure H	241	-	-
Prop C Exchange Fund	242	-	-
Bike & Pedestrian Paths	245	-	-
BTA Grants	248	-	-
Golden Street Grant	249	-	-
Capital Growth Fund	255	-	-
CDBG	260	-	-
Asset Forfeiture	270	-	-
Police Grants - State	272	-	-
Homeland Security Grant	274	-	-
Park Impact Fees	275	-	4,979.00
HSIP Grant	277	-	-
Arroyo Seco Golf Course	295	-	39,500.00
Sewer Capital Projects Fund	310	-	-
Water Fund	500	4,134.50	288,194.55
Water Efficiency Fund	503	-	3,207.12
2016 Water Revenue Bonds Fund	505	-	-
SRF Loan - Water	506	132,483.17	-
Water & Sewer Impact Fee	510	-	-
Public Financing Authority	550	-	-
Payroll Clearing Fund	700	6,212.16	-
<b>Column Totals:</b>		<b>231,611.43</b>	<b>616,989.10</b>

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

**City Report Totals:** 848,600.53

Payroll Period Ending 06/06/2021	614,899.70
Payroll Period Ending 06/20/2021	513,498.27
Wire Transfer Out - LAIF	5,000,000.00
Wire Transfer In - LAIF	-
Wire Transfer - RSA	-
Wire Transfer - Acct # 2413	61,000.00
Wire Transfer - Acct # 1936	-
Supplemental ACH Payments	52,838.04
Voids - Prepaid	-
Voids - General Warrant	(1,246.14)

**Grand Report Total:** 7,089,590.40

Diana Mahmud, Mayor

Elaine Aguilar, Interim Assistant City Manager

# **ATTACHMENT 2**

## **Prepaid Warrant List**

# Accounts Payable

## Checks by Date - Detail by Check Date

User: calvarez  
 Printed: 6/30/2021 11:33 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	AME0229 010-19062 010-19062	Ameritas Employee Vision Premiums (May 2021) Employee Vision Premiums (April 2021)	06/23/2021	3,078.64 3,133.52
Total for this ACH Check for Vendor AME0229:				6,212.16
ACH	CIV2123 2018-115	CivicStone, LLC Caltrans Housing Consultant Services for April 2021	06/23/2021	10,635.00
Total for this ACH Check for Vendor CIV2123:				10,635.00
ACH	COBR7131 1250067 131695	The Advantage Group Batch ID: 1250067: July 2021 Premium Reimbursement June 2021 Admin Fee for Health ReimbursementAccount	06/23/2021	16,211.75 318.00
Total for this ACH Check for Vendor COBR7131:				16,529.75
ACH	DIG0800 41468 41573	Digital Telecommunications Corp Monthly IT Phone Charges (06/01/2021-06/30/2021) PD Phone Extension Update for Police Chief	06/23/2021	955.00 195.00
Total for this ACH Check for Vendor DIG0800:				1,150.00
ACH	ITCR2501 76-007603	Intercare Holdings Insurance Svcs Workers Compensation Claim Administration: April 2021	06/23/2021	9,059.88
Total for this ACH Check for Vendor ITCR2501:				9,059.88
ACH	SWRCB833 D1702066 D1702066	State Water Resources Control Board Water Revolving Fund Contract # D1702066 & Project 1910154-001C Water Revolving Fund Contract # D1702066 & Project 1910154-001C	06/23/2021	51,964.14 80,519.03
Total for this ACH Check for Vendor SWRCB833:				132,483.17
312675	ATT58010 0206606590001 0206606590001	AT & T Account # 020 660 6590 001 (06/20/2021) Account # 020 660 6590 001 (05/20/2021)	06/23/2021	78.57 78.57
Total for Check Number 312675:				157.14
312676	AT&T5006 130464796 130464796 310144197	AT & T U-Verse Account # 130464796 (03/18-05/17/2021) Account # 130464796 (05/18-06/17/2021) Account # 310144197 (05/07-06/06/2021)	06/23/2021	180.48 90.24 175.87
Total for Check Number 312676:				446.59
312677	AT&T5011 248 134-6100 331 841-0756 331 841-0802	AT&T Account # 248 134-6100 210 5 (05/01-05/31/2021) Account # 331 841-0756 343 2 (06/07-07/06/2021) Account # 331 841-0802 343 6 (06/07-07/06/2021)	06/23/2021	38.72 101.40 67.18

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 312677:	207.30
312678	ATCN9011	AT&T	06/23/2021	
	000016376452	Account # 9391036942 (03/27-04/26/2021)		592.52
	000016376453	Account # 9391036943 (03/27-04/26/2021)		592.62
	000016381339	Account # CLAPDSOPAS (03/27/2021-04/26/2021)		645.75
	000016500610	Account # 9391062308 (02/20/2021-05/19/2021)		27,542.24
	000016519661	Account # 9391036943 (04/27-05/26/2021)		592.66
	000016524584	Account # CLAPDSOPAS (04/27-05/26/2021)		325.28
			Total for Check Number 312678:	30,291.07
312679	CIN4011	AT&T Mobility	06/23/2021	
	287014917916x05	Account # 287014917916 (04/09-05/08/2021)		1,257.47
	287014917916x06	Account # 287014917916 (05/09-06/08/2021)		1,081.56
	287269956155x06	Account # 287269956155 (06/07-07/06/2021)		659.33
	287297984615x05	Account # 287297984615 (04/03-05/02/2021)		335.34
	287297984615x06	Account # 287297984615 (05/03-06/02/2021)		893.05
	28729954301x04	Account # 28729954301 (03/20-04/19/2021)		53.61
	28729954301x05	Account # 28729954301 (04/20-05/19/2021)		45.54
			Total for Check Number 312679:	4,325.90
312680	BAR0382	Robert Bartl	06/23/2021	
	03.30.2021	Reimb. Training Expense for Sgt. Bartl		47.60
			Total for Check Number 312680:	47.60
312681	CBSE6010	Cell Business Equipment	06/23/2021	
	72744920	PW Service Yard Copier (06/01/2021-06/30/2021)		532.00
			Total for Check Number 312681:	532.00
312682	DTV5012	DIRECTV	06/23/2021	
	068653046x21	EOC Communiations (05/28/2021-06/27/2021)		91.98
			Total for Check Number 312682:	91.98
312683	ENT8216	Entersect	06/23/2021	
	320EP30995	Entersect Police - Annual User License		2,000.00
			Total for Check Number 312683:	2,000.00
312684	FED1109	FedEx	06/23/2021	
	7-386-60023	Police Department FedEx Shipment		465.35
			Total for Check Number 312684:	465.35
312685	RCLE4011	Rachel Lee	06/23/2021	
	03.30.2021	Reimb. Training Expense for Police Assistant Le		47.26
			Total for Check Number 312685:	47.26
312686	PBGF8031	Pitney Bowes Global Fin. Svc LLC	06/23/2021	
	3104744214	Pitney Bowes 03/30-06/29/2021		46.29
	3104744214	Pitney Bowes 03/30-06/29/2021		46.29
	3104744214	Pitney Bowes 03/30-06/29/2021		46.29
	3104744214	Pitney Bowes 03/30-06/29/2021		46.29
	3104744214	Pitney Bowes 03/30-06/29/2021		199.71
	3104744214	Pitney Bowes 03/30-06/29/2021		199.75
	3104744214	Pitney Bowes 03/30-06/29/2021		244.54

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	3104744214	Pitney Bowes 03/30-06/29/2021		46.32
	3104744214	Pitney Bowes 03/30-06/29/2021		46.33
	3104744214	Pitney Bowes 03/30-06/29/2021		46.29
Total for Check Number 312686:				968.10
312687	RTPC5500 6014363	Regional TAP Service Center Metro 30 Day Senior Bus Pass Subsidy	06/23/2021	40.00
Total for Check Number 312687:				40.00
312688	MCST4010 03.30.2021	Michael Smith Reimb. Training Expense for Officer Smith	06/23/2021	37.07
Total for Check Number 312688:				37.07
312689	SOGA6501	SoCalGAS	06/23/2021	
	196-493-8529 1	CNG Fuel 04/01-05/01/2021		101.81
	196-493-8529 1	CNG Fuel 05/01-06/01/2021		88.36
	196-493-8529 1	CNG Fuel 05/01-06/01/2021		88.36
	196-493-8529 1	CNG Fuel 05/01-06/01/2021		88.36
	196-493-8529 1	CNG Fuel 05/01-06/01/2021		88.36
	196-493-8529 1	CNG Fuel 04/01-05/01/2021		101.80
	196-493-8529 1	CNG Fuel 05/01-06/01/2021		88.36
	196-493-8529 1	CNG Fuel 04/01-05/01/2021		101.80
	196-493-8529 1	CNG Fuel 04/01-05/01/2021		101.81
	196-493-8529 1	CNG Fuel 04/01-05/01/2021		101.80
	196-493-8529 1	CNG Fuel 05/01-06/01/2021		88.36
	196-493-8529 1	CNG Fuel 04/01-05/01/2021		101.81
Total for Check Number 312689:				1,140.99
312690	TIM4011	Time Warner Cable	06/23/2021	
	0052005052621	Account # 8448 20 899 0052005		5,577.44
	0251967042221	Account # 8448 30 008 0251967 (04/22-05/21/2021)		219.30
	0251967052221	Account # 8448 30 008 0251967 (05/22-06/21/2021)		219.30
	0269985051721	Account # 8448 30 008 0269985 (05/17/2021-06/16/2021)		538.55
Total for Check Number 312690:				6,554.59
312691	URBA3011	Urban Futures Inc.	06/23/2021	
	CD20211010	Tax Allocation Bond Series 2000		1,750.00
	CD20211011	2013 Water Revenue Refunding Bonds		1,850.00
	CD20211011	2016 Water Revenue Refunding Bonds		1,200.00
Total for Check Number 312691:				4,800.00
312692	VALDJR	Jared Valdiviez	06/23/2021	
	03.30.2021	Reimb. Training Expense for Parking Officer Valdiviez		19.82
Total for Check Number 312692:				19.82
312693	VEBU3010	Verizon Business Services	06/23/2021	
	71804203	Account SV646189 (Period Through 03/31/2021)		8.01
	71835404	Account SV646189 (Period Through 04/01/2021)		20.58
Total for Check Number 312693:				28.59
312694	VERW6711	Verizon Wireless	06/23/2021	
	9877863826	Account # 842311063-00002 (03/18-04/17/2021)		611.11
	9880651680	Account # 270619951-00002 (04/27-05/26/2021)		76.02
	9880651680	Account # 270619951-00002 (04/27-05/26/2021)		994.58

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	9880651681	Account # 270619951-00004 (04/27-05/26/2021		517.34
			Total for Check Number 312694:	2,199.05
312695	WLHD8020	Westlake Hardware	06/23/2021	
	14301663	Police Department Supplies		49.60
	14301669	Police Department Supplies		16.27
	14301681	Police Department Supplies		15.08
	14301702	Fire Department Supplies		23.13
	14301718	Police Department Supplies		137.14
	14301726	Police Department Supplies		81.56
	14301759	Fire Department Supplies		120.73
	14301760	Fire Department Supplies (Credit)		-6.60
			Total for Check Number 312695:	436.91
312696	XRXF5010	Xerox Financial Services	06/23/2021	
	2629538	Garfield Plant Copier Lease 03/06/2021-05/06/2021		704.16
			Total for Check Number 312696:	704.16
			Total for 6/23/2021:	231,611.43
			Report Total (28 checks):	231,611.43



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

# Accounts Payable

## Checks by Date - Detail by Check Date

User: calvarez  
 Printed: 7/1/2021 12:03 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	AIR6010 9980156847	Airgas USA LLC Oxygen Cylinder Rental - May 2021	07/07/2021	285.59
Total for this ACH Check for Vendor AIR6010:				285.59
ACH	ATGC8530 94640-D	Acorn Technology Services Change Order 02-15	07/07/2021	35,601.71
Total for this ACH Check for Vendor ATGC8530:				35,601.71
ACH	BAK0366	Baker & Taylor Entertainment	07/07/2021	
	H54082480	Libary Purchase of DVDs/ CDs		170.20
	H54105550	Libary Purchase of DVDs/ CDs		195.71
	H54156840	Libary Purchase of DVDs/ CDs		70.94
	H54159700	Libary Purchase of DVDs/ CDs		107.49
	H54209980	Libary Purchase of DVDs/ CDs		24.76
	H54210910	Libary Purchase of DVDs/ CDs		16.53
	H54210920	Libary Purchase of DVDs/ CDs		16.52
	H54222370	Libary Purchase of DVDs/ CDs		21.49
	H54272190	Libary Purchase of DVDs/ CDs		17.35
	H54415350	Libary Purchase of DVDs/ CDs		210.61
	H54509930	Libary Purchase of DVDs/ CDs		20.62
	H54640200	Libary Purchase of DVDs/ CDs		38.71
	H54696200	Libary Purchase of DVDs/ CDs		98.46
	H54709330	Libary Purchase of DVDs/ CDs		28.93
	H54717120	Libary Purchase of DVDs/ CDs		18.19
	H54728120	Libary Purchase of DVDs/ CDs		16.31
	H54731710	Libary Purchase of DVDs/ CDs		9.78
	H54891380	Libary Purchase of DVDs/ CDs		43.21
	H54891410	Libary Purchase of DVDs/ CDs		115.63
	H54893800	Libary Purchase of DVDs/ CDs		18.19
	H54963010	Libary Purchase of DVDs/ CDs		20.65
	H54979500	Libary Purchase of DVDs/ CDs		14.68
	H54979900	Libary Purchase of DVDs/ CDs		38.31
	H54981660	Libary Purchase of DVDs/ CDs		86.75
	H54999090	Libary Purchase of DVDs/ CDs		73.42
	H55008220	Libary Purchase of DVDs/ CDs		11.41
	H55018290	Libary Purchase of DVDs/ CDs		71.87
	H55068800	Libary Purchase of DVDs/ CDs		28.11
	H55070040	Libary Purchase of DVDs/ CDs		12.38
	H55078400	Libary Purchase of DVDs/ CDs		49.56
	H55080040	Libary Purchase of DVDs/ CDs		28.93
	H55145750	Libary Purchase of DVDs/ CDs		20.65
	H55167440	Libary Purchase of DVDs/ CDs		16.31
	H55170360	Libary Purchase of DVDs/ CDs		138.70
	H55170370	Libary Purchase of DVDs/ CDs		172.52
	H55246470	Libary Purchase of DVDs/ CDs		4.96
	H55248030	Libary Purchase of DVDs/ CDs		16.53
	H55264670	Libary Purchase of DVDs/ CDs		24.78

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	H55265270	Libary Purchase of DVDs/ CDs		12.38
	H55296080	Libary Purchase of DVDs/ CDs		95.00
	H55298260	Libary Purchase of DVDs/ CDs		12.38
	H55298540	Libary Purchase of DVDs/ CDs		16.53
	H55316290	Libary Purchase of DVDs/ CDs		42.97
	H55346780	Libary Purchase of DVDs/ CDs		24.76
	H55366660	Libary Purchase of DVDs/ CDs		20.64
	H55366690	Libary Purchase of DVDs/ CDs		16.53
	H55367100	Libary Purchase of DVDs/ CDs		19.00
	H55378400	Libary Purchase of DVDs/ CDs		47.06
	H55434020	Libary Purchase of DVDs/ CDs		115.63
	H55440650	Libary Purchase of DVDs/ CDs		28.93
	H55450260	Libary Purchase of DVDs/ CDs		24.78
	H55457550	Libary Purchase of DVDs/ CDs		33.04
	H55481970	Libary Purchase of DVDs/ CDs		44.86
	H55540010	Libary Purchase of DVDs/ CDs		38.03
	H55540040	Libary Purchase of DVDs/ CDs		16.53
	T24008670	Libary Purchase of DVDs/ CDs		102.09
	T24009490	Libary Purchase of DVDs/ CDs		21.91
	T24023760	Libary Purchase of DVDs/ CDs		21.91
Total for this ACH Check for Vendor BAK0366:				2,845.11
ACH	BAK0369	Baker & Taylor Books	07/07/2021	
	2035803265	Books		40.85
	2035820136	Books		182.54
	2035844319	Books		400.89
	2035848715	Books		330.03
	2035850723	Books		2,185.14
	2035853669	Books		410.79
	2035854023	Books		797.52
	2035869914	Books		187.10
	2035871851	Books		505.41
	2035876477	Books		438.86
	2035881459	Books		979.64
	2035884732	Books		393.76
	2035890687	Books		280.75
	2035900984	Books		221.58
	2035922613	Books		387.81
	2035932096	Books		1,186.74
	2035938504	Books		136.41
	2035941486	Books		470.90
	2035941547	Books		281.94
	2035946658	Books		99.51
	2035956733	Books		356.69
	2035971849	Books		44.65
	2035975710	Books		431.92
	2035994706	Books		47.33
Total for this ACH Check for Vendor BAK0369:				10,798.76
ACH	BFWB4011	Badge Frame, Inc.	07/07/2021	
	37567	Retirement Plaque for J Penido		157.45
Total for this ACH Check for Vendor BFWB4011:				157.45
ACH	CAEN9297	Carollo Engineers	07/07/2021	
	FB10453	Preparation of City's Integrated Water & Wastewater Mgmt. Plan		5,778.15
	FB10453	Preparation of City's Integrated Water & Wastewater Mgmt. Plan		4,539.20

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor CAEN9297:				10,317.35
ACH	CALG6711 90122705	CalgonCarbon Purchase of 80,000 lbs of Filtrasorb 400 GAC Media (Wilson Well)	07/07/2021	221,640.00
Total for this ACH Check for Vendor CALG6711:				221,640.00
ACH	DDL8010 2348	Dr. Detail Ph.D Carpet Cleaning of Teen Room, Children's Room, and Main Floors	07/07/2021	595.00
Total for this ACH Check for Vendor DDL8010:				595.00
ACH	EURO6710 C0003544	Eurofins Eaton Analytical Annual Water Quality Testing May 2021	07/07/2021	3,219.00
Total for this ACH Check for Vendor EURO6710:				3,219.00
ACH	GPPT9090 474654 474896	The Silver Bullet Corporation Rodent Control at Arroyo Park (May 2021) Rodent Control at Pasadena Ave. Median (May 2021)	07/07/2021	250.00 95.00
Total for this ACH Check for Vendor GPPT9090:				345.00
ACH	JHMS8020 252377/1 252806/1 252828/1 256012/1 257092/1	JHM Supply Irrigation Items for Repairs Irrigation Supplies for Repairs Irrigation Items for Repairs Irrigation Items for Repairs Irrigation Supplies for Repairs	07/07/2021	129.78 53.27 490.04 374.52 206.70
Total for this ACH Check for Vendor JHMS8020:				1,254.31
ACH	LDCR6410 414650	LandCare USA LLC Westside Reservoir 2021 Weed Abatement	07/07/2021	4,000.00
Total for this ACH Check for Vendor LDCR6410:				4,000.00
ACH	LEXI4011 INVLEX2212	Lexipol LLC Annual Law Enforcement Policy Manual & Daily Training Bulletins.	07/07/2021	9,382.00
Total for this ACH Check for Vendor LEXI4011:				9,382.00
ACH	MNBL8170 12913 12913 12995	Crestline Software LLC Absorb Charge May 2021 Water Billing Services May 2021 Postage for May 2021	07/07/2021	9,799.99 25,454.06 1,921.92
Total for this ACH Check for Vendor MNBL8170:				37,175.97
ACH	OVDR8011 01148CO21261231	OverDrive Inc. eBooks/ Audiobooks	07/07/2021	862.38
Total for this ACH Check for Vendor OVDR8011:				862.38
ACH	STA5219 3471853448 3471853449 3471853449 3471853449 3471853449 3471853449	Staples Business Advantage PW Admin Supplies for Facilities Division Public Works Office Supplies Public Works Office Supplies Public Works Office Supplies Public Works Office Supplies Public Works Office Supplies	07/07/2021	109.06 2.02 2.02 2.02 2.02 2.02

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
3471853449		Public Works Office Supplies		2.02
3471919733		PW Office Supplies		46.97
3471919733		PW Office Supplies		46.97
3472908040		PW Admin Supplies for Facilities Division		222.68
3472908043		PW Admin Supplies for Facilities Division		77.13
3473577948		Public Works Office Supplies		18.50
3473577948		Public Works Office Supplies		18.50
3473577948		Public Works Office Supplies		18.49
3473577948		Public Works Office Supplies		18.50
3473577948		Public Works Office Supplies		18.48
3473577948		Public Works Office Supplies		18.50
3476455599		PD Office Supplies		220.49
3476455600		PD Office Supplies		440.78
3476455601		PD Office Supplies		105.83
3476588462		PD Office Supplies		715.40
3476588463		PD Office Supplies		184.11
3476653710		PD Office Supplies		383.94
3477024039		HR Office Supplies		363.47
3477024040		Mgmt. Svcs. Office Supplies		85.38
3477088927		Mgmt. Svcs. Office Supplies		101.93
3477088929		Mgmt. Svcs. Office Supplies		-20.39
3477088929		Mgmt. Svcs. Office Supplies		20.39
3477088930		Mgmt. Svcs. Office Supplies		28.10
3477088932		PD Office Supplies		10.79
3477088933		PD Office Supplies		30.62
3477240691		Mgmt. Svcs. Office Supplies		155.46
3477240701		Library Office Supplies		222.69
3477357077		Mgmt. Svcs. Office Supplies		3.30
3477511955		PD Office Supplies		18.49
3477511956		PD Office Supplies		113.45
3477511957		CSR Office Supplies		25.35
3477584180		Library Office Supplies		33.05
3477584182		PD Office Supplies		959.04
3477860668		Fire Dept. Office Supplies		4.40
3477941512		Fire Dept. Office Supplies		134.57
3477941513		Fire Dept. Office Supplies		15.08
3477941514		Fire Dept. Office Supplies		15.41
3477941515		Library Office Supplies		70.09
3477941516		Police Dept. Office Supplies		31.41
3477941517		Police Dept. Office Supplies		292.21
3478013620		Fire Dept. Office Supplies		13.22
3478013621		Fire Dept. Office Supplies		70.50
3478324235		Finance Office Supplies		404.02
3478324307		Police Dept. Office Supplies		34.82
3478838872		Finance Office Supplies		61.73
3478838873		Fire Dept. Office Supplies		39.23
3478838874		Fire Dept. Office Supplies		39.23
3478911536		Management Services Office Supplies		49.56
3479031358		Management Services Office Supplies		115.06
3479591971		Fire Dept. Office Supplies		104.32
		Total for this ACH Check for Vendor STA5219:		6,322.43
ACH	TRA5998 20204973	Transtech Engineers, Inc. Soils Review for 1733 Hanscom Drive	07/07/2021	1,997.83
		Total for this ACH Check for Vendor TRA5998:		1,997.83
ACH	VEWI8020 42437	Vision Electric Wholesale Inc. City Lighting & Electrical Hardware for Library	07/07/2021	132.30

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor VEWI8020:				132.30
ACH	WES4152 173209 173401	West Coast Arborists, Inc. Urban Forestry (05/16-05/31/2021) Tree Pruning Services - Nature Park and Nature Trail	07/07/2021	2,460.00 39,500.00
Total for this ACH Check for Vendor WES4152:				41,960.00
312697	ALDS4011 106589	Alderhorst International, LLC K-9 Agitator Seminar (05.27-05.28.21) for Offcr. Elias Giron	07/07/2021	300.00
Total for Check Number 312697:				300.00
312698	ALAL5011 221060030	Alert-All Corp. Order of 250 Red Custom Fire Hats & 1,000 Jr. Firefighter Badges	07/07/2021	319.74
Total for Check Number 312698:				319.74
312699	ALH0179 May 2021	Alhambra Car Wash Police Dept. Car Wash May 2021	07/07/2021	220.00
Total for Check Number 312699:				220.00
312700	ACMT2920 69614 69841 70044 70288 70581 70817	All City Management Crossing Guard Services (03/07/2021-03/20/2021) Crossing Guard Services (03/21/2021-04/03/2021) Crossing Guard Services (04/04/2021-04/17/2021) Crossing Guard Services (04/18/2021-05/01/2021) Crossing Guard Services (05/02/2021-05/15/2021) Crossing Guard Services (05/16-05/29/2021)	07/07/2021	6,523.83 3,393.90 5,769.63 6,423.27 6,660.09 6,542.94
Total for Check Number 312700:				35,313.66
312701	ALL0197 232417 232682	All Star Fire Equipment, Inc. Fire Dept. Safety Clothing & Equipment Fire Dept. Safety Clothing & Equipment	07/07/2021	1,778.88 296.57
Total for Check Number 312701:				2,075.45
312702	AMRLKR 97439	American Locker Police Dept. Evidence Locker Parts	07/07/2021	242.00
Total for Check Number 312702:				242.00
312703	AXON4010 SI-1644782	Axon Enterprise Inc. Magnet Mounts & Wing Clip Mounts for Police	07/07/2021	171.37
Total for Check Number 312703:				171.37
312704	BT4U8180 0521-3319	Better 4 You Meals Meals for Onsite Program May 2021	07/07/2021	5,262.40
Total for Check Number 312704:				5,262.40
312705	BOBM2011 9005	Bob Murray & Associates Professional Recruiting Firm for Exective Search of City Manager	07/07/2021	1,108.40
Total for Check Number 312705:				1,108.40
312706	DBBRONST 114992	Debra Bronstein Refund Class Cancellation due to Low Enrollement	07/07/2021	220.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 312706:	220.00
312707	CAL5236	CA Linen Services	07/07/2021	
	1872435	Fire Dept. Linen Services		91.01
	1874319	Fire Dept. Linen Services		119.04
	1876219	Fire Dept. Linen Services		99.62
			Total for Check Number 312707:	309.67
312708	CPC4011	CA Police Chiefs Ass'n	07/07/2021	
	18422	Membership Renewal for Chief Solinsky		695.00
			Total for Check Number 312708:	695.00
312709	CRCT4011	Camino Real Chevrolet	07/07/2021	
	CVCS200050	Police Dept. - Unit # 1201 Repairs, Fuse Block & Tire Sensor Rep		1,542.49
			Total for Check Number 312709:	1,542.49
312710	CAN0607	Cantu Graphics	07/07/2021	
	20389	Business Cards - J Papadakis Fire Arson		44.04
	20390	Emergency Documents for EOC		23.15
	20417	Emergency Disaster Mgmt. Notices		108.52
	20418	Proclamation - Retirement of L Riley		23.15
			Total for Check Number 312710:	198.86
312711	CTSPPLYM	Central Supply International	07/07/2021	
	1579	Fire Department - Foam Mic Windscreen		165.20
			Total for Check Number 312711:	165.20
312712	ALPD4010	City of Alhambra Police Dept.	07/07/2021	
	SoPasadena04/21	Inmate Housing for April 2021		2,064.00
			Total for Check Number 312712:	2,064.00
312713	CVTC6710	Civiltech Engineering Inc.	07/07/2021	
	42839	City Drinking Water System Permit		172.50
	43305	City Drinking Water System Permit		3,102.50
			Total for Check Number 312713:	3,275.00
312714	VLRIECRA	Valerie Corona	07/07/2021	
	03.30.2021	Reimb. Training Expense on 03.30.2021		12.32
			Total for Check Number 312714:	12.32
312715	DVV LZ	David Volz Landscape Architects, Inc.	07/07/2021	
	422088	Pocket Park Conceptual Design		4,979.00
			Total for Check Number 312715:	4,979.00
312716	DEM0777	Demco	07/07/2021	
	6958955	Library - Bedford Duo Booktruck		1,555.88
			Total for Check Number 312716:	1,555.88
312717	DOJ4011	Dept of Justice	07/07/2021	
	509189	Police Fingerprint Applications for April 2021		256.00
	514690	Police Fingerprint Applications for May 2021		196.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 312717:	452.00
312718	NRDS8032 DT0426-1	Nirav Desai Residential Rebate for Drought Tolerant Plants	07/07/2021	517.22
			Total for Check Number 312718:	517.22
312719	DUB0187 05.10-05.21.21	Andrew DuBois Reimb. Training Expense for Crpl. Dubois (05.10-05.21.21)	07/07/2021	2,009.00
			Total for Check Number 312719:	2,009.00
312720	RTHDRN 114917	Ruth Duran Refund due to Cancellation Request	07/07/2021	185.00
			Total for Check Number 312720:	185.00
312721	FED1109 7-348-81817	FedEx Legal Package Delivery for Human Resources	07/07/2021	60.91
			Total for Check Number 312721:	60.91
312722	FNRT4011 05-05-21	Forensic Nurse Response Team SART Exam - DR 21-0723	07/07/2021	1,060.00
			Total for Check Number 312722:	1,060.00
312723	GALL5011 018320513	Galls, LLC Police Badge Patches	07/07/2021	263.50
			Total for Check Number 312723:	263.50
312724	GALS5010 OR18343196 OR18368068	Galls, LLC Fire Department - Command Share Armored Shield Vests QTY # 10. Fire Department - Command Share Armored Shield Vests QTY # 4.	07/07/2021	7,298.55 2,929.41
			Total for Check Number 312724:	10,227.96
312725	THR5910 5941	George L.Throop Co. Ready Mix Concrete for Spruce Street	07/07/2021	105.50
			Total for Check Number 312725:	105.50
312726	EGGO4011 05.27-05.28.21	Elias Giron-Garrido Reimb. Training Expense Offcr. Giron-Garrido (05.27-05.28.21)	07/07/2021	58.91
			Total for Check Number 312726:	58.91
312727	ISGU4011 04.12-04.16.21	Issac Gutierrez Reimb. Training Expense for Offcr. Guttierrez (04.12-04.16.21)	07/07/2021	98.00
			Total for Check Number 312727:	98.00
312728	HIFX5011 98785 98786 98828	H.I. Fire Extinguisher Co. Inc. Fire Extinguisher Services Fire Extinguisher Services Fire Extinguisher Services	07/07/2021	200.00 307.69 16.62
			Total for Check Number 312728:	524.31
312729	HSSELNZ 114991	Elnaz Hassanzadeh Refund due to Cancelled Class	07/07/2021	110.00



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 312729:	110.00
312730	CHLHMZ 114935	Chelsea Hermez Refund due to Cancellation Request	07/07/2021	598.00
			Total for Check Number 312730:	598.00
312731	HDLC3010 SIN009159 SIN009283	Hinderliter deLlamas & Associates Transaction Tax Audit Services Q4/2020 Sales Tax Contract Services Q4 2020	07/07/2021	740.80 1,398.46
			Total for Check Number 312731:	2,139.26
312732	INT6115 1905301016113	Interstate Batteries SCADA System Backup Battery for Bilicke Tank	07/07/2021	150.27
			Total for Check Number 312732:	150.27
312733	ANNJBSKI 115053	Anna Jablonski Refund Registrant for Camp	07/07/2021	530.00
			Total for Check Number 312733:	530.00
312734	JAC1111 06.03-06.04.21	Thomas Jacobs Reimb. Training Expense for Lt. Jacobs (06.03-06.04.21)	07/07/2021	16.00
			Total for Check Number 312734:	16.00
312735	JNBRCHL 114994	Rachel Janbek Refund due to Class Cancellation	07/07/2021	110.00
			Total for Check Number 312735:	110.00
312736	JDVASS 21-1026	Janet Davis & Associates Women in Leadership Course for PA Russell	07/07/2021	250.00
			Total for Check Number 312736:	250.00
312737	JCRS5011 49561	Jones Coffee Roasters Fire Department Expense - Coffee	07/07/2021	139.05
			Total for Check Number 312737:	139.05
312738	KLNC2920 114936	Nicole Klanfer Refund for Arroyo Park Gazebo Rental	07/07/2021	248.00
			Total for Check Number 312738:	248.00
312739	LADA8021 21-1026	L.A. County District Attorney Legal Services July 2020 for Case # 192252	07/07/2021	160.54
			Total for Check Number 312739:	160.54
312740	LEEYUNG 114860	Heekyung Lee Reund due to Cancellation Request	07/07/2021	415.00
			Total for Check Number 312740:	415.00
312741	LEEKYEE 114986	Kayee Lee Refund Due to Class Cancellation	07/07/2021	110.00



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	COM002	POA Parking Dues (06/17-07/17/2020)		1,730.17
	COM002	POA Parking Dues (08.01.2020-09.20.2020)		1,730.17
	COM002	POA Parking Dues (05/01/2020-06/19/2020)		1,730.17
	COM002	POA Parking Dues (07/01/2020-08/18/2020)		1,730.17
	COM002	POA Parking Dues (10/01/20-11/17/2020)		1,730.17
	COM002	POA Parking Dues (04/01/2021-05/19/2021)		1,730.17
			Total for Check Number 312749:	30,411.60
312750	RVRMNZ 114993	River Munoz Refund due to Class Cancellation due to Low Enrollment	07/07/2021	110.00
			Total for Check Number 312750:	110.00
312751	PPSS8520 15499	Pacific Parking Systems Inc. Meridian Parking Garage Vending Machine Maint. (06.15.21-06.14.2)	07/07/2021	1,100.00
			Total for Check Number 312751:	1,100.00
312752	PHS4011 JUN2021SoPas	Pasadena Humane Society Animal Control Services June 2021	07/07/2021	14,297.50
			Total for Check Number 312752:	14,297.50
312753	PWP4465 80176-1	Pasadena Water & Power Water Purchase for Pasadena Pressure Zone (04/12-05/11/2021)	07/07/2021	1,570.24
			Total for Check Number 312753:	1,570.24
312754	PHOE4610 042021184	Phoenix Group Information Systems Monthly Citation Processing April 2021	07/07/2021	3,495.04
			Total for Check Number 312754:	3,495.04
312755	RLPADASS INV-03010	Ralph Anderson & Associates Class Compensation Services for City of South Pasadena	07/07/2021	2,025.00
			Total for Check Number 312755:	2,025.00
312756	RCAN5270 114987	Ann Rector Refund Class Registration	07/07/2021	120.00
			Total for Check Number 312756:	120.00
312757	RIN7777 27595	Rincon Consultants, Inc. Preparation of Required CEQA Documents for ClimateAction Plan	07/07/2021	2,689.90
			Total for Check Number 312757:	2,689.90
312758	JLRD5270 103539	Julie Rindone Re-Issue of Class Cancellation Payment (Check # 307807)	07/07/2021	95.00
			Total for Check Number 312758:	95.00
312759	RPCH8210 02.22-02.26.21 04.12-04.16.21	Christina Roppo Reimb. Training Expense for Offer. Roppo (02.22-02.26.21) Reimb. Training Expense for Offer. Roppo (04.12-04.16-21)	07/07/2021	259.84 106.96
			Total for Check Number 312759:	366.80
312760	RMSF8025 5454	Routematch IVR Calls & Tech Support for Transit Division	07/07/2021	1,680.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 312760:	1,680.00
312761	SCAT6710	Scott's Automotive	07/07/2021	
	16109	Police Department Vehicle Maint. & Repairs Unit # 1798		87.14
	16110	Police Department Vehicle Maint. & Repairs Unit # 1908		147.14
	16113	Police Department Vehicle Maint. & Repairs Unit # 1201		171.42
			Total for Check Number 312761:	405.70
312762	SLVRAVNC	Silverado Avionics, Inc.	07/07/2021	
	2136	Command Share - Portable Wildland Radio, Antenna, Battery, Holde		10,477.64
			Total for Check Number 312762:	10,477.64
312763	PKSK5270	Paul Stek	07/07/2021	
	114896	Refund due to Cancellation Request		480.00
			Total for Check Number 312763:	480.00
312764	JNSU5270	Jennifer Sung	07/07/2021	
	114857	Refund Request for Summer Camp		439.00
			Total for Check Number 312764:	439.00
312765	SUVA8022	Sunset Vans Inc.	07/07/2021	
	20274	Wheelchair Maint. Repair & Inspection for Vehicles # 75		150.00
	20275	Wheelchair Maint. Repair & Inspection for Vehicles # 80		150.00
			Total for Check Number 312765:	300.00
312766	SSSS8267	Super Soccer Stars	07/07/2021	
	6800	Class Instructor: Super Soccer Stars		573.30
	6802	Class Instructor: Super Soccer Stars		573.30
	6804	Class Instructor: Super Soccer Stars		655.20
	6806	Class Instructor: Super Soccer Stars		491.40
			Total for Check Number 312766:	2,293.20
312767	SZE1111	Chris Szenczi	07/07/2021	
	06.16.2021	Reimb. for Shared Meal Expense Raters Lunch for Division Chief		71.76
			Total for Check Number 312767:	71.76
312768	TERZHYK	Hayak Terzyan	07/07/2021	
	000196	Notary Services for Applicants Wehrle & Godoy		180.00
			Total for Check Number 312768:	180.00
312769	KRRA	The Karla Rhay Group	07/07/2021	
	1003	Diversity, Equity, and Inclusion Training to All City Employees		9,812.50
			Total for Check Number 312769:	9,812.50
312770	TIM4011	Time Warner Cable	07/07/2021	
	0357905060521	Account # 8448 30 008 0357905 (06/05-07/04/2021)		130.55
			Total for Check Number 312770:	130.55
312771	TOM4455	Tom's Clothing & Uniforms Inc	07/07/2021	
	18592	Fire Department - Long Sleeve Shirts, Pants, and Belt.		626.18

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 312771:	626.18
312772	TAEV9224 65288 65288 66413 66413 67532 67532	Total Access Elevator Inc. City Wide Elevator Service & Preventative Main. (March 2021) City Wide Elevator Service & Preventative Maint. (March 2021) City Wide Elevator Service & Preventative Main. (April 2021) City Wide Elevator Service & Preventative Main. (April 2021) City Wide Elevator Service & Preventative Main. (May 2021) City Wide Elevator Service & Preventative Main. (May 2021)	07/07/2021	400.00 630.75 630.75 400.00 630.75 400.00
			Total for Check Number 312772:	3,092.25
312773	KRTJ5270 114990	Karina Trujillo Refund due to Class Cancellation	07/07/2021	110.00
			Total for Check Number 312773:	110.00
312774	DSTSAO 114866	Daisy Tsao Refund due to Cancellation Request	07/07/2021	90.00
			Total for Check Number 312774:	90.00
312775	TSFT5011 6102021	T-Shirt Factory Outlet Fire Dept. Command Share - T-Shirts, Polo Shirts w/ Embroidery.	07/07/2021	1,444.31
			Total for Check Number 312775:	1,444.31
312776	UCL6115 2935	UC Regents Continuing Education & Improvement Fire Dep	07/07/2021	2,150.50
			Total for Check Number 312776:	2,150.50
312777	UND6710 520210703 dsb20202881	Underground Service Alert Underground Service Alert (DigAlert) Water Divison. (June 2021) Underground Service Alert for Water Divison 06/01/2021	07/07/2021	165.10 65.04
			Total for Check Number 312777:	230.14
312778	UPP7789 2/05-21	Upper S.G.Valley Municipal Water District Municipal Water District Connection Fee	07/07/2021	2,051.90
			Total for Check Number 312778:	2,051.90
312779	VALD4011 05.24-05.28.21	Catalina Valdez Reimb. Training Expense for Offcr. Valdez (05.24-05.28.21)	07/07/2021	692.96
			Total for Check Number 312779:	692.96
312780	TLC2155 972102238	VCA TLC Pasadena Veterinary Specilaty & Exam & Consultation for K-9 Delta	07/07/2021	122.02
			Total for Check Number 312780:	122.02
312781	VTIN4010 127065	Ven Tek International Cellular Services for Mission Meridian Parking Vending Machine.	07/07/2021	1,815.00
			Total for Check Number 312781:	1,815.00
312782	WEWW6710 1210833-00 1210997-00	Western Water Works Water Line Repair Parts (Fittings, Valves, Couplings) Water Line Repair Parts (Fittings, Valves, Couplings)	07/07/2021	7,962.27 1,180.56

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 312782:	9,142.83
312783	WIL5896	Willdan Associates	07/07/2021	
	00222703	Temporary Code Enforcement (April 2020)		5,200.00
	00222854	Temporary Code Enforcement (May 2020)		5,200.00
	00222962	Temporary Code Enforcement (June 2020)		4,810.00
	00223057	Temporary Code Enforcement (July 2020)		6,890.00
	00223158	Temporary Code Enforcement (August 2020)		5,200.00
	00223444	Temporary Code Enforcement (September 2020)		5,005.00
			Total for Check Number 312783:	32,305.00
312784	YTI1023	Y Tire Complete Auto Repair	07/07/2021	
	29063	PW Street Division Flat Tire Repair Lic # 1500329		20.00
	29256	Preventative Maintenance for Unit # 636		610.25
	29270	Street Division Tires for Lic # 1165208		989.16
			Total for Check Number 312784:	1,619.41
312785	PTZM4011	Patrick Zamora	07/07/2021	
	05.24-05.28.21	Reimb. Training Expense for Offcr. Zamora (05.24-05.28.21)		611.74
			Total for Check Number 312785:	611.74
			Total for 7/7/2021:	616,989.10
			Report Total (108 checks):	616,989.10

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



ACH Payment Log			
Date	Vendor	Amount	Description
6/15/2021	SoCalGas	\$502.19	Online Payment for City's SoCalGas Accounts.
6/16/2021	Southern California Edison	\$6,818.79	Online Payment for City's So Cal Edison Accounts.
6/23/2021	UMPQUA Bank	\$3,865.97	Online Payment for City's May 2021 Credit Card Charges.
6/24/2021	Southern California Edison	\$41,651.09	Online Payment for City's So Cal Edison Accounts.

**Total:**

**\$52,838.04**



# Accounts Payable

## Checks by Date - Detail by Check Date

User: calvarez  
 Printed: 7/1/2021 10:19 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
953	UMQAMC	UMPQUA Bank (Manual Check)	06/24/2021	
	03.14.2021	Public Works / Annual Zoom Subscription		322.29
	03.31.2021	UMPQUA - Finance Charge Credit		-77.39
	05.02-05.27.21	Police Dept. / Fuel for Motor Officers May 2021		394.79
	05.03.2021	Fire Dept. / Division Chief PC832 Training Class		112.20
	05.04.2021	HR/ APWA Job Posting for Associate Civil Engineer		325.00
	05.04.2021	Fire Dept. / Audio Amplifier for Shared Command		185.22
	05.04.2021	UMPQUA Bank Refund - Dispute for Survey Monkey		-384.00
	05.04.2021	Mgmt. Svcs. / Working Lunch for Council Prep. 05/04/2021		68.91
	05.04.2021	Fire Dept. / Book Shelf for Fire Prevention Office		384.77
	05.05.2021	Library / Zoom Account Renewal		161.14
	05.06.2021	Library / Purchase of Gaffer Tape		41.23
	05.06.2021	HR / Jobs Available for Finance Director Recruitment		351.00
	05.08.2021	Library / Printing of Piece for In-Library Services Info.		91.64
	05.08.2021	Library / Date Stickers for In-Library Services Announcement		61.28
	05.12.2021	Finance / Test Transaction for Springbrook		0.50
	05.12.2021	Finance / Test Transaction for Springbrook		-0.50
	05.12.2021	Finance / Test Transaction for Springbrook		-1.00
	05.12.2021	Finance / Test Transaction for Springbrook		1.00
	05.12.2021	Finance / Test Transaction for Springbrook		0.75
	05.12.2021	HR / City Clerks Association Job Posting		200.00
	05.12.2021	Finance / Test Transaction for Springbrook		-0.75
	05.16.2021	Library / Monthly Crowdcast Streaming License		49.00
	05.19.2021	P&B Dept. / Monthly Zoom Closed Captioning Fee		16.11
	05.21.2021	Library / Directional Floor Decals for Crowd Control		195.93
	05.21.2021	Fire Dept. / Audio Amplifier for Shared Command		1.00
	05.21.2021	Fire Dept. / Audio Amplifier for Shared Command		702.06
	05.23.2021	Library / Annual License for Graphic Design Software		119.40
	05.25.2021	Mgmt. Svcs. / CA Cities Webinar Registration		25.00
	05.26.2021	City Clerk / Zoom Closed Captioning Monthly Fee		16.11
	05.26.2021	City Clerk/ Zoom Annual Standard Fee		403.28
	05.27.2021	HR/ Liebert Cassidy Training		100.00
Total for Check Number 953:				3,865.97
Total for 6/24/2021:				3,865.97
Report Total (1 checks):				3,865.97

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

# Accounts Payable

## Void Check Proof List

User: calvarez  
Printed: 06/10/2021 - 6:45PM



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: MUVG5270				Manuel Vargas						
Check No: 196548				Check Date: 12/21/2016						
	37.50	R77099	12/07/2016	Refund Cancelled Park Rsvp					No	0
101-0000-0000-5270-005										
Check Total:	37.50									
Vendor Total:	37.50									
Report Total:	37.50									

# Accounts Payable

## Void Check Proof List

User: calvarez  
 Printed: 06/10/2021 - 3:55PM



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: JLRD5270				Julie Rindone						
Check No: 307807				Check Date: 07/11/2019						
	95.00	R102328/1035	07/11/2019	Client Cancellation Due to Move out of State					No	0
101-0000-0000-5270-001										
Check Total:	95.00									
Vendor Total:	95.00									
Report Total:	95.00									

# Accounts Payable

## Void Check Proof List

User: ealvarez  
 Printed: 06/30/2021 - 9:44AM



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: SOU5132				South Coast A.Q.M.D						
Check No: 312215				Check Date: 03/17/2021						
	13.64	3674526	12/01/2020	Emission Fees for 825 Mission St.					No	0
101-6010-6601-8020-000										
Check Total:	13.64									
Vendor Total:	13.64									
Report Total:	13.64									

# Accounts Payable

## Void Check Proof List

User: calvarez  
 Printed: 06/16/2021 - 10:01AM



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: PPSS8520 Check No: 312651 101-4010-4011-8170-000										
		Pacific Parking Systems Inc.								
		Check Date: 06/16/2021								
	1,100.00	15049	04/13/2020	Maintenance of VenStation Parking Dispenser at Police Station.				3430	No	1
Check Total:	1,100.00									
Vendor Total:	1,100.00									
Report Total:	1,100.00									

# **ATTACHMENT 6**

## **Payroll Summary**

Liability	Taxes Debited			
	Federal Income Tax		84,187.82	
	Earned Income Credit Advances		.00	
	Social Security - EE		562.23	
	Social Security - ER		562.23	
	Social Security Adj - EE		.00	
	Medicare - EE		9,142.58	
	Medicare - ER		9,142.51	
	Medicare Adj - EE		.00	
	Medicare Surtax - EE		.00	
	Medicare Surtax Adj - EE		.00	
	Federal Unemployment Tax		.00	
	FMLA-PSL Payments Credit		.00	
	FMLA-PSL ER FICA Credit		.00	
	FMLA-PSL Health Care Premium Credit		.00	
	Employee Retention Qualified Payments Credit		.00	
	Employee Retention Qualified Health Care Credit		.00	
	COBRA Premium Assistance Payments		.00	
	State Income Tax		35,291.84	
	State Unemployment Insurance - EE		.00	
	State Unemployment Insurance - ER		.00	
	State Unemployment Insurance Adj - EE		.00	
	State Disability Insurance - EE		.00	
	State Disability Insurance - ER		.00	
	State Disability Insurance Adj - EE		.00	
	State Family Leave Insurance - EE		.00	
	State Family Leave Insurance - ER		.00	
	State Family Leave Insurance Adj - EE		.00	
	State Medical Leave Insurance - EE		.00	
	State Medical Leave Insurance - ER		.00	
	Workers' Benefit Fund Assessment - EE		.00	
	Workers' Benefit Fund Assessment - ER		.00	
	Transit Tax - EE		.00	
	Local Income Tax		.00	
	School District Tax		.00	
	<b>Total Taxes Debited</b>	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	<b>138,889.21</b>
<b>Other Transfers</b>	ADP Direct Deposit	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	472,021.89
	ADP Check	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	966.77
	Wage Garnishments	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	3,021.83
	<b>Total Amount Debited From Your Accounts</b>			<b>614,899.70</b>
<b>Bank Debits and Other Liability</b>	Adjustments/Prepay/Voids			.00
<b>Taxes - Your Responsibility</b>	None This Payroll			

<b>Total Liability</b>	<b>614,899.70</b>
	<b>614,899.70</b>
	<b>614,899.70</b>



<b>Net Pay</b>	Checks	966.77	
	Direct Deposits	472,021.89	
	<b>Subtotal Net Pay</b>		<b>472,988.66</b>
	Adjustments	.00	
	<b>Total Net Pay Liability (Net Cash)</b>		<b>472,988.66</b>

Taxes	Agency	Rate	You are responsible for Depositing these amounts		Amount debited from your account	
			EE withheld	ER contrib.	EE withheld	ER contrib.
Federal	Federal Income Tax				84,187.82	
	Earned Income Credit Advances					
	Social Security				562.23	562.23
	Medicare				9,142.58	9,142.51
	Medicare Surtax					
	Federal Unemployment Tax					
	<b>Subtotal Federal</b>				<b>93,892.63</b>	<b>9,704.74</b>
	FMLA-PSL Payments Credit					
	FMLA-PSL ER FICA Credit					
	FMLA-PSL Health Care Premium Credit					
	Employee Retention Qualified Payments Cre					
	Employee Retention Qualified Health Care					
	Cobra Premium Assistance Payments					
	<b>Total Federal</b>				<b>93,892.63</b>	<b>9,704.74</b>
State	CA State Income Tax				35,291.84	
	CA State Unemployment Insurance-ER					
	CA State Disability Insurance-EE					
	<b>Subtotal CA</b>				<b>35,291.84</b>	<b>35,291.84</b>
	<b>Total Taxes</b>		<b>.00</b>	<b>.00</b>	<b>129,184.47</b>	<b>9,704.74</b>

Amount ADP Debited From Account XXXXX3688 Tran/ABA XXXXXXXXXX 138,889.21

Excludes Taxes That Are Your Responsibility

<b>Other</b>	ADP Direct Deposit	472,021.89
<b>Transfers</b>	ADP Check	966.77
	Wage Garnishments	3,021.83
	<b>Amount ADP Debited From Account XXXXX3688 Tran/ABA XXXXXXXXXX</b>	<b>476,010.49</b>

216 Employee Transactions

**Total Amount ADP Debited From Your Accounts 614,899.70**

Liability	Taxes Debited			
	Federal Income Tax		60,062.88	
	Earned Income Credit Advances		.00	
	Social Security - EE		907.02	
	Social Security - ER		907.04	
	Social Security Adj - EE		.00	
	Medicare - EE		8,472.27	
	Medicare - ER		8,472.31	
	Medicare Adj - EE		.00	
	Medicare Surtax - EE		.00	
	Medicare Surtax Adj - EE		.00	
	Federal Unemployment Tax		.00	
	FMLA-PSL Payments Credit		.00	
	FMLA-PSL ER FICA Credit		.00	
	FMLA-PSL Health Care Premium Credit		.00	
	Employee Retention Qualified Payments Credit		.00	
	Employee Retention Qualified Health Care Credit		.00	
	COBRA Premium Assistance Payments		.00	
	State Income Tax		24,580.45	
	State Unemployment Insurance - EE		.00	
	State Unemployment Insurance - ER		.00	
	State Unemployment Insurance Adj - EE		.00	
	State Disability Insurance - EE		.00	
	State Disability Insurance - ER		.00	
	State Disability Insurance Adj - EE		.00	
	State Family Leave Insurance - EE		.00	
	State Family Leave Insurance - ER		.00	
	State Family Leave Insurance Adj - EE		.00	
	State Medical Leave Insurance - EE		.00	
	State Medical Leave Insurance - ER		.00	
	Workers' Benefit Fund Assessment - EE		.00	
	Workers' Benefit Fund Assessment - ER		.00	
	Transit Tax - EE		.00	
	Local Income Tax		.00	
	School District Tax		.00	
	<b>Total Taxes Debited</b>	Acct. No. <b>XXXXX3688</b>	Tran/ABA <b>XXXXXXXXXX</b>	<b>103,401.97</b>
<b>Other Transfers</b>	ADP Direct Deposit	Acct. No. <b>XXXXX3688</b>	Tran/ABA <b>XXXXXXXXXX</b>	405,555.71
	ADP Check	Acct. No. <b>XXXXX3688</b>	Tran/ABA <b>XXXXXXXXXX</b>	1,796.76
	Wage Garnishments	Acct. No. <b>XXXXX3688</b>	Tran/ABA <b>XXXXXXXXXX</b>	2,743.83
	<b>Total Amount Debited From Your Accounts</b>			<b>513,498.27</b>
<b>Bank Debits and Other Liability</b>	Adjustments/Prepay/Voids		.00	
<b>Taxes - Your Responsibility</b>	None This Payroll			

<b>Total Liability</b>	<b>513,498.27</b>
	<b>513,498.27</b>
	<b>513,498.27</b>

<b>Net Pay</b>	Checks	1,796.76	
	Direct Deposits	405,555.71	
	<b>Subtotal Net Pay</b>		<b>407,352.47</b>
	Adjustments	.00	
	<b>Total Net Pay Liability (Net Cash)</b>		<b>407,352.47</b>

Taxes	Agency	Rate	You are responsible for Depositing these amounts		Amount debited from your account	
			EE withheld	ER contrib.	EE withheld	ER contrib.
Federal	Federal Income Tax				60,062.88	
	Earned Income Credit Advances					
	Social Security				907.02	907.04
	Medicare				8,472.27	8,472.31
	Medicare Surtax					
	Federal Unemployment Tax					
	<b>Subtotal Federal</b>				<b>69,442.17</b>	<b>9,379.35</b>
	FMLA-PSL Payments Credit					
	FMLA-PSL ER FICA Credit					
	FMLA-PSL Health Care Premium Credit					
	Employee Retention Qualified Payments Cre					
	Employee Retention Qualified Health Care					
	Cobra Premium Assistance Payments					
	<b>Total Federal</b>				<b>69,442.17</b>	<b>9,379.35</b>
State	CA State Income Tax				24,580.45	
	CA State Unemployment Insurance-ER					
	CA State Disability Insurance-EE					
	<b>Subtotal CA</b>				<b>24,580.45</b>	<b>24,580.45</b>
	<b>Total Taxes</b>		<b>.00</b>	<b>.00</b>	<b>94,022.62</b>	<b>9,379.35</b>

103,401.97 Excludes Taxes That Are Your Responsibility

<b>Other</b>	ADP Direct Deposit	405,555.71	
<b>Transfers</b>	ADP Check	1,796.76	
	Wage Garnishments	2,743.83	
	<b>Amount ADP Debited From Account XXXXX3688</b>		<b>410,096.30</b>

230 Employee Transactions

**Total Amount ADP Debited From Your Accounts** 513,498.27



# City Council Agenda Report

ITEM NO. 7

**DATE:** July 7, 2021

**FROM:** Arminé Chaparyan, City Manager *AC*

**PREPARED BY:** Lucie Colombo, CMC, CPMC, City Clerk *LC*

**SUBJECT:** **Presentation of City Council Meeting Minutes**

## Recommendation

It is recommended that the City Council approve the minutes as listed on the agenda and as presented.

## Executive Summary

Attached for the City Council's consideration and approval are meeting minutes for various dates as listed on the agenda and hereby included as attachments to this staff report.

## Legal Review

The City Attorney has not reviewed this item, as it does not apply to this item.

## Fiscal Impact

There is no direct Fiscal Impact to the approval of these City Council meeting minutes.

## Attachments

Attached are the Minutes as listed.

- March 29, 2021 Special Meeting
- April 7, 2021 Special Meeting
- April 7, 2021 Regular Meeting
- April 20, 2021 Special Meeting
- April 21, 2021 Regular Meeting
- April 28, 2021 Special Meeting
- May 5, 2021 Regular Meeting
- May 19, 2021 Regular Meeting



**CITY OF SOUTH PASADENA  
CITY COUNCIL - SPECIAL MEETING**

**MINUTES  
MONDAY, MARCH 29, 2021 AT 6:00 PM**

**CALL TO ORDER**

A Special Meeting of the South Pasadena City Council was called to order by Mayor Mahmud on Monday, March 29, 2021, at 6:08 p.m. The meeting was held virtually, via Zoom, in accordance with Governor Newsom's Executive Order N-29-20. The City Council Chambers are located at 1424 Mission Street, South Pasadena, California.

**ROLL CALL**

**Present** Mayor Diana Mahmud  
**via Zoom:** Mayor Pro Tem Michael A. Cacciotti  
 Councilmembers Jack Donovan  
 Councilmember Jon Primuth  
 Councilmember Evelyn Zneimer

**Absent:** None

**City Staff** Interim City Manager Sean Joyce; City Attorney Teresa Highsmith; and  
**Present** Chief City Clerk Ayala.  
**Via Zoom:**

**PLEDGE OF ALLEGIANCE**

The Flag Salute was led by Councilmember Primuth.

**1. CLOSED SESSION**

**ANNOUNCEMENTS:** A Closed Session Agenda has been posted separately.

**A. EXISTING LITIGATION**

CONFERENCE WITH LEGAL COUNSEL—Existing Litigation, Pursuant to Government Code Section 54956.9(d)(1):

Case: Coyotyl + Macehaulli v. City of South Pasadena

City Attorney Terri Highsmith reported the Council met in Closed Session to review one case as stated. The City Attorney gave an update on the matter; direction was provided to legal counsel but no action was taken in closed session.

**ACTION/DISCUSSION ITEMS****2. Virtual Public Forum - SB 381: Caltrans Surplus Property**

Mayor Mahmud introduced the item and welcomed Senator Anthony Portantino. CivicStone consultant Adam Eliason presented the item.

Chief City Clerk Ayala announced the names of those who submitted public comment via e-mail (these comments were not read, but are added to the official final record of the meeting and are available under the meeting's Additional Documents):

- Chris Bray
- Bianca Richards
- Sally Takeda
- Megeen McLaughlin; Tim Ivison
- Delaine W. Shane
- Ron Rosen

Assistant to the City Manager Demirjian and Kristi Lopez from Senator Portantino's Office read questions from the public regarding taxes, resale restrictions, requirements for current CalTrans tenants, the length of the affordability covenant, tenants who cannot purchase their homes, a possible lottery system, reasons to change the Roberti Act, statutes regarding unpaid entitlements, prioritization of South Pasadena residents, acquisition prices and repair estimates, oversight and a possible board of trustees, financing for current tenants, inclusion of provisions of the South Pasadena Preservation Foundation proposal, renovation of historic homes, participation in sub-committees, and selection of Housing Related Entities (HRE).

Interim City Manager Joyce, Mayor Mahmud, Mr. Eliason, Senator Portantino, and Mobius Planning consultant Grant Henninger responded accordingly.

Councilmember Primuth expressed his desire to be more involved in the process and the need for additional outreach and public participation. Mayor Pro Tem Cacciotti shared his experience with CalTrans and voiced the need to inspect and assess the current condition

of the CalTrans homes. Councilmember Zneimer enquired about Senator Portantino’s ability to negotiate a corridor-wide agreement in lieu of further legislation. Senator Portantino responded that he did not represent all cities in the corridor and that legislation was needed to establish local control.

There was discussion by the City Council regarding the following: using proceeds from sales to subsidize low income housing; concerns relating to historical homes due to renovation costs; and demolition. Staff responded to the inquiries.

Residents were encouraged to email comments and view documents on the [website](#) as the City continues to develop the framework for SB381.

**ADJOURNMENT**

There being no further business, Mayor Mahmud adjourned the meeting at 7:57 p.m., to the next Regular City Council meeting on April 7, 2021 at 7:30 p.m.

Respectfully submitted:

\_\_\_\_\_  
Lucie Colombo, CMC, CPMC  
City Clerk

APPROVED:

\_\_\_\_\_  
DIANA MAHMUD  
MAYOR

Attest:

\_\_\_\_\_  
Lucie Colombo, CMC, CPMC  
City Clerk

*Approved at City Council Meeting: 7/7/2021*



**CITY OF SOUTH PASADENA  
CITY COUNCIL – SPECIAL MEETING**

**MINUTES**  
**WEDNESDAY, APRIL 7, 2021 AT 6:30 PM**

**CALL TO ORDER**

The Special Meeting of the South Pasadena City Council was called to order by Mayor Mahmud on Wednesday, April 7, 2021, at 6:32 p.m. The meeting was held virtually, via Zoom, in accordance with Governor Newsom’s Executive Order N-29-20. The City Council Chamber are located at 1424 Mission Street, South Pasadena, California.

**ROLL CALL**

**ALL PRESENT**

Mayor	Diana Mahmud
Mayor Pro Tem	Michael Cacciotti
Councilmember	Jack Donovan
Councilmember	Jon Primuth
Councilmember	Evelyn G. Zneimer

Maria Ayala, Chief City Clerk, announced a quorum.

**CITY** Sean Joyce, Interim City Manager; Andrew Jared, Assistant City Attorney;  
**STAFF** Maria Ayala, Chief City Clerk were present at Roll Call. Other staff  
**PRESENT** members were present and presented reports or responded to questions as indicated in the minutes.

**PLEDGE OF ALLEGIANCE**

The Flag Salute was led by Councilmember Zneimer.

**1. COUNCILMEMBERS COMMUNICATIONS**

Councilmember Primuth discussed a recent Arroyo Verdugo Cities Joint Powers Authority (JPA) meeting; a recent SCAG Transportation Committee meeting; a recent Finance Ad-Hoc Committee meeting.

Councilmember Zneimer discussed a recent South Pasadena Tournament of Roses Committee meeting; discussed a main water break on Indiana Street; discussed a complaint of peacocks in a local neighborhood.

**COUNCIL ACTION / MOTION**



*It was moved by Councilmember Zneimer, seconded by Mayor Mahmud to look into potential fines for feeding peacocks in the City.*

Mayor Pro Tem Cacciotti discussed a recent Natural Resources and Environmental Commission meeting; discussed a recent Public Art Commission meeting; a recent AQMD meeting; commended the performance of the City's motorcycle officers; shared photos of his car that was recently vandalized; shared a photo of his COVID-19 vaccination; shared a photo of the recent Easter event in the City; shared a photo of his neighbor using an electric lawn mower.

Mayor Mahmud discussed recent litigation with the Los Angeles County Sanitation Districts; discussed a recent conference of the Orange County Community Choice Energy; discussed a positive news story about a Kobe Bryant mural on KTLA; discussed a recent San Gabriel Valley Council of Governments meeting.

## **2. CITY MANAGER COMMUNICATIONS**

Interim City Manager Joyce thanked staff for repairing a broken water main.

Mayor Pro Tem Cacciotti discussed the upcoming Dumpster Day Event on April 17, 2021.

<b>CONSENT CALENDAR</b>
-------------------------

**3. THIS ITEM WAS PULLED TO BE DISCUSSED SEPARATELY.**

**4. THIS ITEM WAS PULLED TO BE DISCUSSED SEPARATELY.**

**5. 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**

Recommendation

It is recommended that the City Council approve the attached resolution continuing the proclamation of a local emergency due to the outbreak of COVID-19 and authorizing the City Manager to take all necessary actions as the Director of Emergency Services.

**6. Second Reading and Adoption of an Ordinance to Amend Chapter 36 (Zoning) of the South Pasadena Municipal Code Pertaining to Accessory Dwelling Unit (ADU) Regulations**

***THIS ITEM WAS MOVED TO A FUTURE CITY COUNCIL MEETING.***

**7. Approve a Multi-year Agreement with Express Employment Professionals Consulting to Provide Supplemental Staffing on an As-Needed Basis in an Amount-Not-to Exceed of \$40,000 per year**

Recommendation

It is recommended that the City Council authorize the City Manager to enter into a multi-year agreement with Express Employment Professionals for an amount-not-to exceed \$40,000 per year through June 30, 2023 to allow the City to perform concrete work associated with curbs, gutters, and sidewalk repairs employing temporary employees to perform these essential functions of the Public Works Department.

**8. Approve Appropriation of Funding in the Amount of \$18,000 to Complete Outstanding Citizen Complaint Investigations**

Recommendation

It is recommended that the City Council approve a supplement appropriation of funding in the amount of \$18,000 to allow completion of the investigations of Citizen Complaints filed regarding members of the South Pasadena Police Department. Such allocation will allow the City to complete its statutorily required duty under Penal Code Section 832.5 to conduct such investigations. Garon Wyatt Investigation Services was retained under the authority of the City Manager, limited to \$25,000.00, to conduct the investigations. The work required to complete such investigations will total at least \$40,057.50, requiring a supplemental appropriation of \$15,057.50. To allow for any additional work to complete the investigations without the need to return for an additional supplemental appropriation, it is recommended that a supplemental appropriation in General Fund Reserves to line item 101-2010-2013-8170 be made in the amount of \$18,000.

**COUNCIL ACTION AND MOTION**

Councilmember Mahmud noted Item No. 6, will be moved to a future City Council meeting.

Councilmember Mahmud noted Item No. 3, was pulled for public comment.

Mayor Pro Tem Cacciotti pulled Item No. 4, for separate discussion.

It was moved by Mayor Pro Tem Cacciotti, seconded by Councilmember Zneimer, and approved by roll call vote to approve Consent Calendar Agenda Item(s) 5, 7, and 8, as presented.

Motion carried, 5-0.

**CONSENT CALENDAR - AGENDA ITEM(S) PULLED FOR SEPARATE DISCUSSION**

**3. Approval of Prepaid Warrants in the Amount of \$370,608.16; Prepaid Warrant Voids in the Amount (\$50,000.00); General City Warrants in the Amount of \$444,937.67; Payroll in the Amount of \$551,115.94; Supplemental ACH Payments in the Amount of \$60,185.64.**

Recommendation

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

Mayor Pro Tem Cacciotti thanked staff for clarifications made in the warrants.

Mayor Mahmud opened the public comment period.

Chief City Clerk Ayala noted the following recorded public comment(s) were received:

- Alan Ehrlich

There being no one desiring to speak on this item, Mayor Mahmud closed the public comment period.

Interim City Manager Joyce briefly responded to the public comment and noted that the payment made to CivicStone was part of a previously approved agreement.

Interim Assistant City Manager Aguilar briefly responded to the public comment and noted the special projects referenced in the comment were from February 2021.

Mayor Mahmud noted that she regularly goes over the warrant register with the City Manager's Office before the City Council meeting.

**COUNCIL ACTION AND MOTION**

It was moved by Mayor Pro Tem Cacciotti, seconded by Councilmember Zneimer, and approved by roll call vote to approve Agenda Item 3, as presented.

Motion carried, 5-0.

**4. Purchase of Carbon Media from Calgon Carbon Corporation for the Wilson Wellhead Treatment System for a Total Not-to-Exceed Amount of \$225,000**

Recommendation

It is recommended that the City Council authorize the sole source purchase of carbon media from Calgon Carbon Corporation (Calgon) for a total not-to-exceed amount of \$225,000 (\$221,640 for the bid amount and \$3,360 for contingency) for the Wilson Wellhead Treatment System. There are adequate funds included in the proposed FY 2021 budget in line item 500-6010-6711-8180-000, Water Production Contract Services.

Mayor Pro Tem Cacciotti inquired into how often the City will have to perform this work and expressed concern with the long-term cost.

Assistant City Attorney Jared briefly discussed the litigation related to this item.

Staff responded to the questions and noted that this work will be needed for the foreseeable future but are working to find other alternative treatments.

### **COUNCIL ACTION AND MOTION**

It was moved by Mayor Pro Tem Cacciotti, seconded by Councilmember Zneimer, and approved by roll call vote to approve Agenda Item 4, as presented.

Motion carried, 5-0.

<b>ACTION / DISCUSSION</b>
----------------------------

### **9. Discussion of Ordinance Establishing Requirements for “Hero Pay” and Associated Protections for Grocery Workers in the City**

#### Recommendation

It is recommended that the City Council provide direction to staff regarding an urgency ordinance to establish requirements for “Hero Pay” and associated protections for grocery workers.

### **COUNCIL ACTION AND MOTION**

A staff report was presented. The City Council had questions and discussions regarding this matter. Assistant to the City Manager Demirjian responded to questions from the City Council.

Mayor Mahmud noted the public comment period will be limited to 30 minutes.

Mayor Mahmud opened the public comment period.

Chief City Clerk Ayala noted the following recorded public comments were received:

- Amarone Miller
- Dominic Gonzalez
- Douglas Stuart III
- Jorge Gonzalez
- Carol Rush
- Alex Tsuno
- Richard Sirellian
- Christopher Cortez
- Geraldo Garcia
- Linda Hartman
- Mathew Barbato
- Bianca Richards
- Charlie Rodgers
- Robin Decker
- Anne Bagasao

- Anne (no last name given)
- Rachel Torres
- Owen Ellison
- Fahren James
- Glendon Boyd
- Laura Solis

Chief City Clerk Ayala noted the following written comments were received:

- Timothy James
- Randy Cabrera
- Erika Walls
- Rachel Torres
- Helen Tran
- Ella Hushagen
- Maya Barron

There being no one else desiring to speak on this item, Mayor Mahmud closed the public comment period.

Mayor Pro Tem Cacciotti expressed his support for the item and noted many individuals have had no choice but to work during the pandemic and deserve the increased pay. Mayor Mahmud expressed her concern for the proposed ordinance and noted that its unfair to individuals in different industries that didn't have the luxury to work from home. Councilmember Zneimer expressed her support for the proposed ordinance and noted that the City has a moral obligation to provide this hero pay to frontline workers. Councilmember Donovan noted that a City shouldn't be the ones deciding on hero pay but noted that he isn't necessarily against it. Councilmember Primuth stated that these wage increases are usually done by grocery store unions and noted that he might support a more trimmed down ordinance.

Mayor Pro Tem Cacciotti proposed an urgency ordinance to establish "Hero Pay" of an additional \$3 an hour for 60 days with a provision to bring back the item to a future City Council meeting within 45-days for a review and consideration of an extension of the urgency ordinance beyond 60 days.

A motion was made by Mayor Pro Tem Cacciotti, seconded by Councilmember Primuth and approved by roll call vote to approve Agenda Item 9, an urgency ordinance to establish "Hero Pay" of an additional \$3 an hour for 60 days with a provision to bring back the item to a future City Council meeting within 45-days for a review and consideration of an extension of the urgency ordinance beyond 60 days.

Motion carried, 5-0

**ADJOURNMENT**

There being no further matters, Mayor Mahmud adjourned the Virtual Zoom meeting of the City Council at 8:36 PM, to the next Regular City Council meeting scheduled for Wednesday, April 7, 2021.

Respectfully submitted:

\_\_\_\_\_  
Lucie Colombo, CMC, CPMC  
City Clerk

**APPROVED:**

\_\_\_\_\_  
**DIANA MAHMUD**  
**MAYOR**

Attest:

\_\_\_\_\_  
Lucie Colombo, CMC, CPMC  
City Clerk

*Approved at City Council Meeting: 7/7/2021*



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

**MINUTES  
WEDNESDAY, APRIL 7, 2021 AT 7:30 PM**

**CALL TO ORDER:**

The Regular Meeting of the South Pasadena City Council was called to order by Mayor Mahmud on Wednesday, April 7, 2021, at 8:43 p.m. The meeting was held virtually, via Zoom, in accordance with Governor Newsom’s Executive Order N-29-20. The City Council Chamber are located at 1424 Mission Street, South Pasadena, California.

**ROLL CALL**

**ALL PRESENT**

Mayor	Diana Mahmud
Mayor Pro Tem	Michael Cacciotti
Councilmember	Jack Donovan
Councilmember	Jon Primuth
Councilmember	Evelyn G. Zneimer

Maria Ayala, Chief City Clerk, announced a quorum.

**CITY** Sean Joyce, Interim City Manager; Andrew Jared, Assistant City Attorney;  
**STAFF** Maria Ayala, Chief City Clerk were present at Roll Call. Other staff  
**PRESENT:** members were present and presented reports or responded to questions as indicated in the minutes.

**1. Public Comment - General**

Mayor Mahmud announced public comments are intended to address matters not on the agenda for the meeting. Members of the public have the option of emailing or participating via Zoom (audio) to address the City Council, as listed on the agenda.

Mayor Mahmud announced that email comments were submitted via email and are added to the record as “Additional Docs” and added to the agenda and listed on the website. Note: These comments were not read, but the names of such Additional Docs are listed below.

Chief City Clerk Ayala noted the following written and recorded public comments were received:

Written Public Comment:

- Bianca Richards
- William Kelly

Recorded Public Comment:

- Louis Mench
- Alan Ehrlich

<b>PUBLIC HEARINGS</b>
------------------------

**2. Introduction of Ordinance Adding a New Division 36.375 (Inclusionary Housing) to Chapter 36 (Zoning) of the South Pasadena Municipal Code; Adoption of Urgency Ordinance Pursuant to Government Code Section 36937(b), Amending the City of South Pasadena Municipal Code to Add a New Division 36.375 (Inclusionary Housing) to Chapter 36 (Zoning)**

Recommendation

It is recommended that the Council:

1. Introduce for First Reading by title only an Ordinance Amending the South Pasadena Municipal Code by Adding Division 36.375 (Inclusionary Housing) to Chapter 36 (Zoning) and waive further reading; and
2. Adopt an Urgency Ordinance pursuant to Government Code Section 36937(b) Amending the South Pasadena Municipal Code by Adding Division 36.375 (Inclusionary Housing) to Chapter 36 (Zoning) to take effect immediately.

A staff report was presented. The City Council had questions and discussions regarding this matter. Planning and Community Development Director Hankamer and Interim Long Range Planning & Economic Development Manager Bar-El responded to questions from the City Council and noted an additional document received to modify language in the proposed ordinance to state that affordable units shall be sold to moderate income households.

Councilmember Primuth inquired about the Planning Commission's theory regarding percentage set aside for low-income levels; the proposed in-lieu fees. Mayor Mahmud inquired where the density bonus areas are located within the City; inquired as to how enforcement will occur under the proposed ordinance. Staff responded to Councilmember questions and provided clarifications.

Mayor Mahmud opened the public hearing.

Chief City Clerk Ayala noted the following written and recorded public comments were received:

Written Public Comment:

- Jason Mak



- Doug Smith
- Ella Hushagen
- Victor Tang
- Gail Maltun

Recorded Public Comment:

- Josh Albrektson

With no other requests to speak, the public hearing was closed.

### **COUNCIL ACTION AND MOTION**

Councilmember Primuth expressed his support for the ordinance but noted that it will benefit some and not others.

Mayor Mahmud noted that Councilmember Donovan lost internet connection and is absent from the meeting.

It was moved by Mayor Mahmud, seconded by Mayor Pro Tem Cacciotti, and approved by roll call vote to approve Agenda Item 2, as amended to include language presented in the amended document that affordable units shall be sold to moderate income households.

Motion carried, 4-0. (Councilmember Donovan was not present during the vote.)

### **3. Adoption of Fiscal Year 2020-2021 Budget**

#### Recommendation

It is recommended that the City Council:

1. Review the proposed budget as presented, receive public comments, and provide direction to staff regarding the budget for Fiscal Year 2020-2021.
2. Review designated General Fund Reserves and provide direction to staff.
3. Approve the attached resolution, adopting the Fiscal Year 2020-2021 Annual Budget.

A staff report was presented. The City Council had questions and discussions regarding this matter. Interim Assistant City Manager Aguilar and staff responded to questions from the City Council.

Councilmember Zneimer inquired about the increase to the Police Department budget.

The City Council discussed the revenue received from cell towers and discussed where it could be allocated.

Staff responded to City Council inquiries and provided clarifications.

Mayor Mahmud opened the public hearing.

Mayor Pro Tem Cacciotti discussed the designated reserve recommendations from staff and requested that pension and medical reserves be set aside from the general fund in the future. Councilmember Primuth discussed the dedicated funds for street improvements and asked how that budgeted number is determined. The City Council discussed the funding from the American Rescue Plan and where it could be allocated.

Staff responded to City Council inquiries and provided clarifications.

### **COUNCIL ACTION AND MOTION**

It was moved by Mayor Pro Tem Cacciotti, seconded by Councilmember Primuth, and approved by roll call vote to approve Agenda Item 3 with the exception of recommended action #2, as presented.

Motion carried, 4-0 (Councilmember Donovan was not present during the vote).

#### **4. Public Hearing to Reallocate the Remaining Appropriation of Community Development Block Grant - Coronavirus (CDBG-CV) Funds to the Senior Nutrition program**

##### Recommendation

It is recommended that the City Council allocate an amount not to exceed \$27,000 of remaining CDBG-CV funds to the Senior Nutrition program, account number 260-8030-8023-8180-000, to provide free home-delivered meals from April 2021 to June 2021.

A staff report was presented.

Mayor Mahmud opened the public hearing.

With no requests to speak, the public hearing was closed.

### **COUNCIL ACTION AND MOTION**

It was moved by Mayor Pro Tem Cacciotti, seconded by Councilmember Zneimer, and approved by roll call vote to approve Agenda Item 4, as presented.

Motion carried, 4-0. (Councilmember Donovan was not present during the vote.)

#### **5. Request For Review of Project No. 2238-COA – Modification of Certificate of Appropriateness for 1030 Brent Avenue (Assessor’s Parcel Number: 5318-015-019)**

##### Recommendation

Staff recommends that the City Council uphold the Cultural Heritage Commission’s approval of the modification to Project No. 2238-COA, Certificate of Appropriateness for 1030 Brent Avenue based on the findings and conditions of approval contained in

the February 18, 2021 Cultural Heritage Commission staff report and pursuant to the City Council discussion when this matter was originally remanded to the Cultural Heritage Commission. AGP 0083

A staff report was presented. The City Council had questions and discussions regarding this matter. Planning Manager Kith and staff responded to questions from the City Council.

Mayor Pro Tem Cacciotti inquired about the ability to require the removal of unpermitted construction and imposing of a 5-year moratorium. The City Council discussed the applicant's ADU conversion that occurred in 2019. Mayor Mahmud inquired about the usual penalty and enforcement from staff's perspective when unpermitted work occurs.

Staff responded to City Council inquiries and provided clarifications.

Mayor Mahmud opened the public hearing.

Chief City Clerk Ayala noted the following written and recorded public comments were received:

Written Public Comment:

- Nichole Dunville – Oppose
- Christopher Sutton – Support

Recorded Public Comment:

- Travis Dunville – Oppose

With no requests to speak, the public hearing was closed.

Councilmember Zniemer inquired about the current status to gain compliance on the unpermitted work. Mayor Pro Tem Cacciotti expressed concern with the applicant's lack of compliance over the years and inquired if there was any concerns with parking issues with the current ADU.

Staff responded to City Council inquiries and provided clarifications.

### **COUNCIL ACTION AND MOTION**

It was moved by Mayor Mahmud, seconded by Councilmember Primuth, and approved by roll call vote to approve Agenda Item 5, as presented.

Motion carried, 4-0-1. Mayor Pro Tem Cacciotti abstained.

<b>ACTION / DISCUSSION</b>
----------------------------

### **6. Approve City-Sponsorship of Legislation (SB 381) with Amendments Proposed Through Community Input**

## Recommendation

AGP0064

On behalf of the Ad Hoc Caltrans Housing Subcommittee and staff, it is recommended that the City Council approve the suggested amendments (listed below, 1-7) to the version of SB 381 that was previously presented, incorporating several suggestions presented by members of the community since it was presented on March 17, 2021.

Councilmember Donovan presented the staff report.

Adam Eliason, CivicStone, made a presentation. The City Council had questions and discussions regarding this matter.

Mayor Mahmud inquired about the challenges to get SB 381 through the legislative process and how COVID-19 has effected the current process.

Councilmember Zneimer inquired if the bill can still be amended and have public input given the current tight timeline; discussed past legislative efforts pertaining to the sale Caltrans housing; expressed concern with the bill violating the California Constitution.

Kristi Lopez, Senator Portantino's Office, responded to City Council inquiries and provided clarifications.

Mayor Mahmud opened the public comment period.

Chief City Clerk Ayala noted the following written and recorded public comments were received:

### Written Public Comment:

- Bert DeMars
- Linda Esposito
- Josh Albrektson
- Sally Takeda
- Mary Farley
- Ron Rosen
- Charles Loveman
- Gilbert Saucedo
- Timothy Ivison

### Recorded Public Comment:

- Carol Kramer
- Victoria Patterson
- Josh Albrektson
- Delaine Shane
- Mary Urquhart
- Ryan Patterson
- Linda Esposito
- Ron Rosen
- Gilbert Saucedo

- Roberto Flores
- Angela Flores
- Laurie David
- Michael Cuestas
- Charles Loveman
- Mark Gallatin
- Cole Patterson
- Joanne Nuckols
- Cynthia Flores

With no other requests to speak, the public comment period was closed.

Councilmember Primuth requested to table this item to include additional public input. Mayor Mahmud inquired about the current legislative timeline for the bill. Mayor Pro Tem Cacciotti expressed his support to table the item and have more public input. Councilmember Zneimer also agreed to table this item and expressed support for additional time for negotiation and public input.

The City Council discussed the possibility of tabling the item; the possibilities of amending the bill; how more public input could be achieved. The City Council discussed revisiting this item in two weeks after additional public input and involvement of the South Pasadena Preservation Foundation.

### **COUNCIL ACTION AND MOTION**

There was a consensus of the City Council to table Agenda Item 6 to the next City Council meeting.

#### **7. Award Contract to CivicStone, LLC to Determine, Prepare, and Implement a Surplus Property Acquisition and Rehabilitation Strategy in an Amount Not-to-Exceed \$75,000**

##### **Recommendation**

It is recommended that the City Council:

1. Review CivicStone, LLC 's March 29, 2021 proposal to determine, prepare, and implement a surplus property acquisition and rehabilitation strategy relating to Caltrans' surplus residential properties located in South Pasadena; and
2. Appropriate \$75,000 from Slater Fund Reserve Account (101-0000-0000-3100-000) to City Manager Professional Services Account (101-2010-2011-8170-000) for Step 1 Legislation, Plan Approval, & Unoccupied/Vacant Land Due Diligence (scope defined below); and
3. Authorize the Interim City Manager to execute the attached agreement and any amendments with CivicStone, LLC in an amount not-to-exceed \$75,000 for the Step 1 Legislative phase to determine a surplus property acquisition and rehabilitation strategy.

### **COUNCIL ACTION AND MOTION**

There was a consensus to allow the City Manager to continue utilizing CivicStone, LLC.

**ADJOURNMENT**

There being no further matters, Mayor Mahmud adjourned the Virtual Zoom meeting of the City Council at 1:11 AM, to the next Regular City Council meeting scheduled for Wednesday, April 21, 2021.

Respectfully submitted:

\_\_\_\_\_  
Lucie Colombo, CMC, CPMC  
City Clerk

**APPROVED:**

\_\_\_\_\_  
**DIANA MAHMUD**  
**MAYOR**

Attest:

\_\_\_\_\_  
Lucie Colombo, CMC, CPMC  
City Clerk

*Approved at City Council Meeting: 7/7/2021*



**CITY OF SOUTH PASADENA  
CITY COUNCIL - SPECIAL MEETING**

**MINUTES  
TUESDAY, APRIL 20, 2021 AT 5:30 PM**

**CALL TO ORDER:**

The Special Meeting of the South Pasadena City Council was called to order by Mayor Mahmud on Tuesday, April 20, 2021, at 5:30 p.m. The meeting was held virtually, via Zoom, in accordance with Governor Newsom's Executive Order N-29-20. The City Council Chambers are located at 1424 Mission Street, South Pasadena, California.

**1. Project No. 2355-APP – A Reconsideration of an appeal of the Planning Commission's Decision to Approve Project No. 2191-HDP/TRP – Hillside Development Permit for the street extension of Moffat Street, which will be a private street extending westward from the northern end of Lowell Avenue to allow access to seven lots in the City of Los Angeles and a Tree Removal Permit**

Mayor Mahmud asked for a motion to set aside the City Council's prior February 17, 2021 decision and reconsider the applicant's appeal. A motion was made by Councilmember Zneimer, seconded by Mayor Pro Tem Cacciotti, and approved by roll call vote to set aside the previous decision of the City Council to uphold the recommendation of the Planning Commission.

Motion carried, 5-0

**ROLL CALL**

**PRESENT**

Mayor Diana Mahmud  
Mayor Pro Tem Michael Cacciotti  
Councilmember Jack Donovan  
Councilmember Jon Primuth  
Councilmember Evelyn G. Zneimer

Linda Thai, Deputy City Clerk, announced a quorum.

**CITY STAFF PRESENT:** Sean Joyce, Interim City Manager; Teresa Highsmith, City Attorney; Maria Ayala, Chief City Clerk; Linda Thai, Deputy City Clerk were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

## **PLEDGE OF ALLEGIANCE**

The Flag Salute was led by Mayor Pro Tem Cacciotti.

<h2><b>PUBLIC HEARING</b></h2>
--------------------------------

1. **Project No. 2355-APP – A Reconsideration of an appeal of the Planning Commission’s Decision to Approve Project No. 2191-HDP/TRP – Hillside Development Permit for the street extension of Moffat Street, which will be a private street extending westward from the northern end of Lowell Avenue to allow access to seven lots in the City of Los Angeles and a Tree Removal Permit**

### Recommendation

Staff recommends that the City Council uphold the Planning Commission’s approval of Project No. 2191-HDP/TRP, Hillside Development Permit for the street design of the private street portion of Moffat Street connecting only to Lowell Avenue and Tree Removal Permit for the removal of five trees for the Moffat Street extension, subject to conditions of approval.

## **COUNCIL ACTION AND MOTION**

Planning Manager Kanika Kith consulted with City Attorney Teresa Highsmith regarding proceeding with the meeting with a document pending posting as an Additional Document. City Attorney Highsmith announced the meeting could proceed with the understanding the document would be posted soon. Chief City Clerk Ayala stated that the document would be posted within the next 10 minutes.

Planning Manager Kith presented a pre-recorded presentation. Mayor Mahmud announced the intention of Council to hear all public comments in total.

Mayor Mahmud opened the public hearing at 5:42 p.m.

Planning Manager Kith played Appellant Micah Haserjian’s pre-recorded presentation. Planning Manager Kith announced an applicant presentation would not be presented.

Chief City Clerk Ayala noted the following written and live public comments were received:

Written Public Comment:

- Mia Hernandez – Oppose
- Laura Cortez – Oppose



- Angela Flores – Oppose
- Allegra Inganni – Oppose
- Matthew Olmos – Oppose
- Aldo Garbellini – Oppose
- Sam Burgess – Oppose
- Citlalli Alcaraz – Oppose
- Jackie Gradilla – Oppose
- Jackie Gradilla – Oppose
- Laura Tejeda – Oppose
- Jackie Gradilla – Oppose
- Lisa Fredriksen – Oppose
- Wendy Gutschow – Oppose
- Jasmine Trinidad – Oppose
- Jacqueline Mejia – Oppose
- Cindy Gradilla-Juarez – Oppose
- Marina Perez – Oppose
- Kenneth Simoneit – Oppose
- Ruben Gradilla – Oppose
- Abbey Campbell – Oppose
- Sam Tayag – Oppose
- Nancy Morales – Oppose

Live Public Comment:

- Courtney Rice – Oppose
- Jennifer Lee – Oppose
- Amber Vasquez – Oppose
- Sam Burgess – Oppose
- John Srebalus – Oppose
- Elizabeth Bagasao – Oppose
- Ben Oswald – Oppose
- Ruben Juarez – Oppose
- Esai Sirosky – Oppose
- Yajaira Gomez – Oppose
- Joanne Nuckols – Oppose
- Cindy Gradilla – Oppose
- Randy Gomez – Oppose
- Nina Kurtz – Oppose
- Chad Thompson – Oppose
- Caitlyn Farris Saunders – Oppose
- Jackie Gradilla – Oppose
- Alan Ehrlich – Oppose
- Roberto Flores – Oppose

Appellant Micah Haserjian presented his rebuttal. Councilmember Zneimer asked about the number and age of the black walnut trees on the property. Mr. Haserjian responded accordingly.

Applicant's attorney Stephen Scheck presented his rebuttal. Mayor Mahmud asked questions about the Applicant's claim to the easement on the property and potential enforcement of the lawsuit through litigation. Councilmember Zneimer enquired about indemnification of the City's liability in the conditions of approval for the project. Mr. Scheck responded accordingly.

Planning Manager Kith responded to Councilmember Zneimer's questions regarding the black walnut trees. Mr. Haserjian commented on Ms. Kith's response.

Mayor Pro Tem Cacciotti consulted City Attorney Highsmith regarding concerns about environmental issues and biological diversity posed in public comment; the City's decision-making power; and next steps within the City of Los Angeles. City Attorney Highsmith responded accordingly.

Mayor Mahmud asked about the protection of the black walnut tree under CEQA, any traffic analysis requirements, and whether the City is acting as a lead agency. City Attorney Highsmith responded accordingly.

Mayor Mahmud closed the public hearing at 6:16 p.m.

Mayor Mahmud discussed the background of the project, noted that the City did not have any legal options but to recognize the Applicant's claim to the easement and approve the permit as recommended by the Planning Commission, and recommended that the developer speak to El Sereno Land Trust.

Councilmember Zneimer spoke about two site visits where she did not see multiple black walnut trees nor wildlife on the property. She also noted the legal requirement to grant the permit to the applicant.

It was moved by Mayor Mahmud, seconded by Councilmember Primuth, and approved by roll call vote to grant the applicant's hillside development permit with all stated conditions in the resolution, including the additional biological report submitted by the Applicant, seconded by Councilmember Primuth.

Motion carried, 5-0.

**ADJOURNMENT**

There being no further matters, Mayor Mahmud adjourned the Virtual Zoom meeting of the City Council at 6:55 p.m., to the next Regular City Council meeting scheduled on Wednesday, May 5, 2021.

Respectfully submitted:

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Lucie Colombo, CMC, CPMC  
City Clerk

APPROVED:

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DIANA MAHMUD  
MAYOR

Attest:

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Lucie Colombo, CMC, CPMC  
City Clerk

*Approved at City Council Meeting: 7/7/2021*



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

**MINUTES  
WEDNESDAY, APRIL 21, 2021 AT 7:30 PM**

**CALL TO ORDER**

The Regular Meeting of the South Pasadena City Council was called to order by Mayor Mahmud on Wednesday, April 21, 2021 at 7:30 p.m. The meeting was held virtually via Zoom, in accordance with Governor Newsom’s Executive Order N-29-20. The City Council Chambers are located at 1424 Mission Street, South Pasadena, California.

**ROLL CALL**

**PRESENT**

Mayor	Diana Mahmud
Mayor Pro Tem	Michael Cacciotti
Councilmember	Jack Donovan
Councilmember	Jon Primuth
Councilmember	Evelyn G. Zneimer

Linda Thai, Deputy City Clerk, announced a quorum.

**CITY STAFF PRESENT:** Sean Joyce, Interim City Manager; Teresa Highsmith, City Attorney; Linda Thai, Deputy City Clerk were present at Roll Call. Other staff members were present and presented reports or responded to questions as indicated in the minutes.

**PLEDGE OF ALLEGIANCE**

The Flag Salute was led by Mayor Mahmud.

**1. Closed Session Announcements**

City Attorney Highsmith reported the Closed Session from the April 20, 2021 Special Meeting. She noted that the City Council met with the City Manager recruitment firm and after much deliberation, the City Council voted unanimously to withdraw their offer of employment to Christopher Jordan.

**A. ANTICIPATED LITIGATION**

**CONFERENCE WITH LEGAL COUNSEL –** Initiation of Litigation, Pursuant to Government Code Section 54956.9(d)(2)

City Attorney Highsmith reported that Council met in Closed Session to receive a briefing on the item. She noted direction was provided to the City Attorney’s Office but no action was taken in closed session.

**B. INITIATION OF LITIGATION**

CONFERENCE WITH LEGAL COUNSEL – Initiation of Litigation, Pursuant to Government Code Section 54956.9(d)(3)

Number of Potential Cases: 1

City Attorney Highsmith reported that Council met in Closed Session to receive a briefing on the item. She noted direction was provided to the City Attorney’s Office but no action was taken in closed session.

**2. Public Comment - General**

Mayor Mahmud announced that comments submitted via email are added to the record as “Additional Docs” as listed below.

Deputy City Clerk Thai noted the following public comments were received:

Written Public Comment:

- Rachel McIntyre

Recorded Public Comment:

- Sam Burgess
- Travis Dunville

<b>PRESENTATION</b>
---------------------

**3. DMV/Donate Life Month Proclamation**

Mayor Mahmud read and presented the proclamation for DMV/Donate Life Month to Linda Tyer, OneLegacy.

**4. Armenian Genocide Remembrance Proclamation**

Mayor Mahmud read and presented the proclamation for Armenian Genocide Remembrance.

Deputy City Clerk Thai noted the following public comments received:

Written Public Comment:

- Shoghig Yepremian
- Marina Khubesrian, Mark Dreskin, Sofie Armine Dreskin, Aram Dreskin

- Suzie Abajian

Recorded Public Comment:

- Shoghig Yepremian

## COMMUNICATIONS

### 5. Councilmembers Communications

Councilmember Primuth commented on a recent Transportation Commission meeting; thanked Linda Thai for covering the City Council meeting; discussed the significance of Donate Life Month; and thanked the community for their recent feedback on the City Manager recruitment.

Councilmember Donovan commented on discussed the recent Parks & Recreation Commission meeting and a recent sign project installation with the South Pasadena Little League.

Councilmember Zneimer provided updates on the request for proposals for the rapid flashing beacon projects; and commented on a recent Cultural Heritage Commission meeting.

Mayor Pro Tem Cacciotti thanked the community for their recent feedback on the City Manager recruitment; shared photos of the Garfield Reservoir, his neighbor walking his dog, an adult daycare van delivering meals, a natural gas truck, using an electric lawn mower; and reminded the community of the upcoming Natural Resources & Environmental Commission and the Public Art Commission meetings.

Mayor Mahmud expressed gratitude to WISPPA for their recent community event, the South Pasadena Preservation Foundation for their community meeting regarding SB 381 and to the community for their email communication; commented on the Arroyo Verdugo Joint Powers Authority meeting and a recent podcast regarding joining the Clean Power Alliance.

### 6. City Manager Communications

None

### 7. Reordering of, Additions, or Deletions to the Agenda

Interim City Manager Joyce requested to remove Agenda Item Nos 15, 17, 18 from the agenda.

Planning and Community Development Director Hankamer provided further clarification on Agenda Item No. 17 and stated additional details should have been included in the staff report.

## CONSENT CALENDAR

**8. THIS ITEM WAS PULLED TO BE DISCUSSED SEPARATELY.**

AGP0075

**9. Minutes of the Regular City Council Meeting on January 20, 2021**

It is recommended that the City Council approve the minutes of the regular January 20, 2021 City Council meeting.

**10. Minutes of the Special City Council Meeting on January 20, 2021**

It is recommended that the City Council approve the minutes of the special January 20, 2021 City Council meeting.

**11. Minutes of the Regular City Council Meeting on February 3, 2021**

It is recommended that the City Council approve the minutes of the regular February 3, 2021 City Council meeting.

**12. Minutes of the Regular City Council Meeting on February 17, 2021**

It is recommended that the City Council approve the minutes of the regular February 17, 2021 City Council meeting.

**13. Approval of an Agreement with Acorn Technology for Ongoing Managed Information Technology Services for \$269,700 Annually for a Three-Year Term with an Option to Extend**

It is recommended that the City Council approve an Agreement with Acorn Technology (Acorn) for its continued services and management of the City's information technology (IT) infrastructure, for an annual contract amount of \$269,700 for three years until June 2024, with an option to extend for two additional years.

**14. Adoption of a Resolution Initiating the Proceedings and Ordering of the Preparation of the Engineer's Report for Fiscal Year 2021-22 Lighting and Landscaping Maintenance District**

It is recommended that the City Council:

1. Adopt Resolution No. ...initiating the proceedings for the Fiscal Year (FY) 2021-22 Lighting and Landscaping Maintenance District (LLMD); and
2. Authorize the preparation of the Engineer's Report for the annual levy and collection of assessments.

**15. Second Reading and Adoption of an Ordinance to Amend Chapter 36 (Zoning) of the South Pasadena Municipal Code Pertaining to Accessory Dwelling Unit (ADU) Regulations**

*THIS AGENDA ITEM WAS REMOVED FROM THE AGENDA.*

**16. Monthly Investment Reports for February 2021**

Recommendation

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It is recommended that the City Council receive and file the monthly investment reports for February 2021. AGP0076

Mayor Pro Tem Cacciotti requested to pull Item No. 16 for separate discussion.

### **COUNCIL ACTION AND MOTION**

It was moved by Mayor Pro Tem Cacciotti, seconded by Councilmember Donovan, and approved by roll call vote to approve Consent Calendar Agenda Items 9-14, as presented.

Motion carried, 5-0.

<b>CONSENT CALENDAR - AGENDA ITEM(S) PULLED FOR SEPARATE DISCUSSION</b>
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**8. Approval of General City Warrants in the Amount of \$177,705.67; General City Warrant Voids in the Amount of (\$82.13); Payroll in the Amount of \$551,317.30; Supplemental ACH Payments in the Amount of \$134,838.67; LAIF Wire Transfers in the Amount of \$1,500,000.00**

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

Mayor Mahmud opened the public comment period.

Deputy City Clerk Thai noted the following public comments were received:

Written Public Comment:

- Alan Ehrlich

Recorded Public Comment:

- Alan Ehrlich

With no other requests to speak, the public comment period was closed.

Interim City Manager Joyce responded to public comment and noted that the California Government Code allows the City to hire consultants to perform City functions and responded to City Council inquiries.

### **COUNCIL ACTION AND MOTION**

It was moved by Mayor Pro Tem Cacciotti, seconded by Councilmember Zneimer, and approved by roll call vote to approve Agenda Item 8, as presented.

Motion carried, 5-0.

### **16. Monthly Investment Reports for February 2021**

#### **Recommendation**

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*City of South Pasadena  
City Council – Regular Meeting  
Minutes – April 21, 2021*



**COUNCIL ACTION AND MOTION**

Mayor Pro Tem Cacciotti discussed the item and inquired regarding how investments and re-financing are determined.

Staff responded to the inquiries and stated that staff and the Finance Commission work together to determine the best investments

By consensus, the City Council received and filed the item as presented.

**PUBLIC HEARING**

**17. First Reading and Introduction of an Ordinance to Amend South Pasadena Municipal Code (SPMC) Chapter 31 (Streets and Sidewalks) Pertaining to Signs in the Public Right of Way**

This item was removed from the agenda.

As indicated in the additional documents, the following written public comments were received for this item:

- Deborah Lutz
- Lena Woo
- Ella Hushagen
- Alan Ehrlich

**ACTION / DISCUSSION**

**18. Appointment of Christopher Jordan as City Manager and Approval of Employment Agreement**

This item was removed from the agenda.

**19. Adoption of an Urgency Ordinance Establishing Requirements for “Hero Pay” and Associated Protections for Grocery Workers in the City**

Recommendation

It is recommended that the City Council read by title only, waiving further reading, and adopt an urgency ordinance to establish requirements for “Hero Pay” and associated protections for grocery workers.

**COUNCIL ACTION AND MOTION**

A staff report was presented. The City Council had questions and discussion regarding this matter. Assistant to the City Manager Demirjian noted a revised Urgency Ordinance was included as an additional document to include drug store workers.

Mayor Mahmud opened the public comment period.

Deputy City Clerk Thai noted the following public comments were received:

Written Public Comment:

- Randy Cabrera
- Michael Mizgalski
- Gilbert J Vargas
- Ella Hushagen
- Daniel Saunders
- Alan Ehrlich

Recorded Public Comment:

- Damali Navarro
- Phung Huynh
- Ariela Morrison
- Lauren Lein
- Maria McMillin
- Alexander Aquino
- Robin Becker
- John Srebalus
- Andrea Segal
- Victoria Patterson
- Michael Mizgalski
- Anne Bagasao
- Gail Tanita-Oswald
- Rachel Torres
- Afshin Ketabi
- Helen Tran
- Delaine Shane
- Aaron James

With no other requests to speak, the public comment period was closed.

Councilmember Zneimer expressed her support for the Hero Pay and Mayor Pro Tem Cacciotti also expressed his support and reiterated the danger of COVID-19.

A motion was made by Councilmember Zneimer, seconded by Mayor Pro Tem Cacciotti and approved by roll call vote to approve Agenda Item 19, as amended.

Motion carried, 5-0.

Recommendation

1. On behalf of the Ad Hoc Caltrans Housing Subcommittee and staff, it is recommended that the City Council review and provide direction on amendments to SB 381.
2. Provide direction concerning a non-legislative solution for how the City might simultaneously pursue these same objectives.

A staff report was presented. The City Council had questions and discussion regarding this matter. Planning and Community Development Director Hankamer discussed the Community Forum on April 14, 2021 to discuss SB 381. Kristi Lopez, Senator Portantino's Office and Adam Eliason, CivicStone, provided an overview of SB 381 and where it is in the legislative process.

Councilmember Primuth expressed his appreciation for the workshop and inquired about potential mortgage assistance in the bill, Councilmember Zneimer and Mayor Pro Tem Cacciotti inquired about the rehabilitation costs and restrictions associated with the Caltrans homes.

Mayor Mahmud opened the public comment period.

Deputy City Clerk Thai noted the following public comments were received:

Written Public Comment:

- Maria Lopez
- Mary H. Farley
- Chris Bray
- Jenny Bright
- Susan Sulsky
- Michael Girvigian
- Mike Lesnever
- Mark Haines
- Karla R. Miller
- Chris Bray
- Gilbert J. Vargas
- Gilbert Saucedo
- Victoria Patterson

Recorded Public Comment:

- Victoria Patterson
- Gilbert Saucedo
- Mark Gallatin
- Roberto Flores
- Angela Flores
- Michael Girvigian

- Delaine Shane
- Brian Bright

With no other requests to speak, the public comment period was closed.

Councilmember Primuth thanked the sub-committee for their work on the bill and asked for continued collaboration with the South Pasadena Preservation Foundation and inquired regarding the Caltrans Homes Sub-Committee; Councilmember Zneimer expressed concern with the potential costs associated with the bill and expressed her support for option 2; Councilmember Donovan stated that negotiations have not worked over the years; Mayor Pro Tem Cacciotti expressed concern with further negotiations; Mayor Mahmud noted that the proposed bill protects the rights of the current Caltrans tenants.

### **COUNCIL ACTION AND MOTION**

It was moved by Councilmember Zneimer, Second by Mayor Pro Tem Cacciotti, to bring back an item to a future City Council meeting to develop a new sub-committee with a different scope of work.

It was moved by Mayor Mahmud, seconded by Councilmember Donovan, and approved by roll call vote to approve recommended action #1.

Motion carried, 4-1. Councilmember Zneimer voting No.

### **21. Award Contract to CivicStone, LLC to Determine, Prepare, and Implement a Surplus Property Acquisition and Rehabilitation Strategy in an Amount Not-to-Exceed \$75,000**

#### Recommendation

It is recommended that the City Council:

1. Review CivicStone, LLC 's March 29, 2021 proposal to determine, prepare, and implement a surplus property acquisition and rehabilitation strategy relating to Caltrans' surplus residential properties located in South Pasadena; and
2. Appropriate \$75,000 from General Fund unassigned reserves to City Manager Professional Services Account 101-2010-2011-8170-000 for Step 1 Legislative phase of the scope described below.
3. Authorize the Interim City Manager to execute the attached agreement and any amendments with CivicStone, LLC in an amount not-to-exceed \$75,000 for the Step 1 Legislative phase to determine a surplus property acquisition and rehabilitation strategy.

A staff report was presented.

Councilmember Primuth expressed his support for the item.

Mayor Mahmud opened the public comment period.

Written Public Comment:

- Victoria Patterson

Recorded Public Comment:

- Victoria Patterson

With no other requests to speak, the public comment period was closed.

Councilmember Zneimer discussed the proposed contract and requested that the consultant is compensated as work is completed.

**COUNCIL ACTION AND MOTION**

It was moved by Councilmember Primuth, seconded by Mayor Pro Tem Cacciotti, and approved by roll call vote to approve Agenda Item 21, as presented.

Motion carried, 5-0.

**22. Request to Appropriate Undesignated General Fund Reserves in the amount of \$21,915 to Fund Two Full-time Positions, an Assistant Planner and an Accountant, for Fiscal Year 2021, and Include Funding in the Fiscal Year 2022 Budget for the Two Positions**

Recommendation

It is recommended that the City Council authorize \$21,915 of General Fund Undesignated Reserves to add an Assistant Planner and an Accountant position, effective immediately and authorize appropriations to the following accounts:

- Planning, Regular Salaries 101-7010-7011-7000-000 \$11,590; Retirement 101-7010-7011-7100-000 \$785; Health Insurance 101-7010-7011-7170-000 \$1,365; Workers Compensation 101-7010-7011-7110-000 \$170; Unemployment 101-7010-7011-7122-000 \$390.
- Finance, Regular Salaries 101-3010-3011-7000-000 \$5,660; Retirement 101-3010-3011-7100-000 \$400; Health Insurance 101-3010-3011-7130-000 \$1,365; Workers Compensation 101-3010-3011-7110-000 \$90; Unemployment 101-3010-3011-7122-000 \$100.

A staff report was presented.

Mayor Mahmud opened the public comment period.

With no requests to speak, the public comment period was closed.

**COUNCIL ACTION AND MOTION**

It was moved by Mayor Pro Tem Cacciotti, seconded by Councilmember Primuth, and approved by roll call vote to approve Agenda Item 22, as presented.

### **23. Consideration of Appointment of City Council City Leased Recreational Facility Ad Hoc Committee**

#### Recommendation

It is recommended that the City Council consider establishing an ad hoc committee to work with staff to review existing terms of City leased recreational facility agreements to develop proposed new terms for negotiation and appoint two City Council members to serve on the ad hoc committee.

A staff report was presented. The City Council had questions and discussions regarding this matter.

Mayor Pro Tem Cacciotti discussed the historical importance of the ad hoc committee and stated that he would like to be on the ad hoc committee, Councilmember Zneimer discussed the importance of the agreements and noted how important they are for the future.

Mayor Mahmud opened the public comment period.

Deputy City Clerk Thai noted the following public comments were received:

Written Public Comment:

- Alan Ehrlich

Recorded Public Comment:

- Alan Ehrlich

With no other requests to speak, the public comment period was closed.

There was a discussion regarding who would sit on the ad hoc committee. Councilmember Primuth suggested that the committee should be made up of two members from the Finance Commission, the Natural Resources & Environmental Commission, the Parks and Recreation Commission, and two City Councilmembers, with the Commissions appointing their own representatives.

### **COUNCIL ACTION AND MOTION**

It was moved by Councilmember Primuth, seconded by Councilmember Zneimer and approved by roll call vote to approve Agenda Item 23, with the appointment of Mayor Pro Tem Cacciotti and Councilmember Donovan to serve on the Ad Hoc Committee with the amendment to invite the Parks & Recreation Commission, Natural Resources & Environmental Commission, and the Finance Commission to nominate up to two members from their commission to join the ad hoc committee.

Motion carried, 5-0.

## **24. Adoption of a Resolution Changing the Start Time of the Closed Session and Open Session Regular City Council Meetings**

### Recommendation

It is recommended that the City Council adopt the proposed resolution changing the start time of regular City Council meetings from 7:30 p.m. to 6:30 p.m. for open session, and 6:30 p.m. to 5:30 p.m. for closed session.

A staff report was presented. The City Council had questions and discussions regarding this matter.

Councilmember Zneimer expressed her support for the proposed time change but asked that she be excused or allowed to use the telephone to call into the meeting if she is running late, Mayor Pro Tem Cacciotti discussed the historical timeline of modified meeting start times in the past.

Mayor Mahmud opened the public comment period.

Deputy City Clerk Thai noted the following public comments were received:

Written Public Comment:

- Alan Ehrlich

Recorded Public Comment:

- Alan Ehrlich

With no other requests to speak, the public comment period was closed.

Mayor Mahmud suggested that the City Council approve staff's recommendation now and potentially modify the times when the current Brown Act Executive Order is rescinded or change the start time of closed session to 6:00 p.m. and the regular meeting at 7:00 p.m. Councilmember Primuth discussed the start times for meetings at the School District.

### **COUNCIL ACTION AND MOTION**

It was moved by Councilmember Donovan, seconded by Mayor Pro Tem Cacciotti, and approved by roll call vote to approve Agenda Item 24, with the amendment that Closed Session will begin at 6:00 p.m. and regular meetings would begin at 7:00 p.m.

Motion carried, 5-0.

**ADJOURNMENT**

There being no further matters, Mayor Mahmud adjourned the Virtual Zoom meeting of the City Council at 11:35 PM, to the next Regular City Council meeting scheduled for Wednesday, May 5, 2021.

Respectfully submitted:

\_\_\_\_\_  
Lucie Colombo, CMC, CPMC  
City Clerk

**APPROVED:**

\_\_\_\_\_  
**DIANA MAHMUD**  
**MAYOR**

Attest:

\_\_\_\_\_  
Lucie Colombo, CMC, CPMC  
City Clerk

*Approved at City Council Meeting: 7/7/2021*





**CITY OF SOUTH PASADENA  
CITY COUNCIL - SPECIAL MEETING**

**MINUTES  
WEDNESDAY, APRIL 28, 2021 AT 6:00 PM**

**CALL TO ORDER**

A Regular Meeting of the South Pasadena City Council was called to order by Mayor Mahmud on Wednesday, April 28, 2021, at 6:30 p.m. The meeting was held virtually, via Zoom, in accordance with Governor Newsom's Executive Order N-29-20. The City Council Chambers are located at 1424 Mission Street, South Pasadena, California.

**ROLL CALL**

**Present** Mayor Diana Mahmud  
**via Zoom:** Mayor Pro Tem Michael A. Cacciotti  
 Councilmembers Jack Donovan  
 Councilmember Jon Primuth  
 Councilmember Evelyn Zneimer

**Absent:** None

Linda Thai, Deputy City Clerk, announced a quorum.

**City Staff** Interim City Manager Sean Joyce; City Attorney Teresa Highsmith; and  
**Present** Deputy City Clerk Linda Thai  
**Via Zoom:**

**PLEDGE OF ALLEGIANCE**

The Flag Salute was led by Councilmember Donovan.

**ACTION/DISCUSSION ITEMS**

**1. Virtual Public Forum – City Manager Candidate Forum**

Mayor Mahmud introduced the item and Interim City Manager Joyce presented on the item.

City Manager Candidate Arminé Chaparyan introduced herself and her background. Interim City Manager Joyce facilitated the forum and asked questions submitted by members of the public regarding housing, non-traditional and alternative policing, transparency and community outreach, neighborhood traffic problems, championing of the arts, good government measures, management style, assistance of businesses recovering from the pandemic, and contracting and privatization. Ms. Chaparyan responded accordingly.

As indicated in the additional documents, the following written public comments were received for this item from the following members of the public:

- Matthew Glesne
- CareFirst
- Lissa Reynolds
- Kwok Lue
- Sally Lue
- Chamber of Commerce

## ADJOURNMENT

There being no further business, Mayor Mahmud adjourned the meeting at 7:30 p.m., to the next Regular City Council meeting on May 5, 2021 at 7:00 p.m.

Respectfully submitted:

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Lucie Colombo, CMC, CPMC  
City Clerk

APPROVED:

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DIANA MAHMUD  
MAYOR

Attest:

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Lucie Colombo, CMC, CPMC  
City Clerk

*Approved at City Council Meeting: 7/7/2021*



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

**MINUTES  
WEDNESDAY, MAY 5, 2021 AT 7:00 PM**

**CALL TO ORDER:**

The Regular Meeting of the South Pasadena City Council was called to order by Mayor Mahmud on Wednesday, May 5, 2021, at 7:00 p.m. The meeting was held virtually, via Zoom, in accordance with Governor Newsom’s Executive Order N-29-20. The City Council Chambers are located at 1424 Mission Street, South Pasadena, California.

**ROLL CALL**

**PRESENT**

Mayor	Diana Mahmud
Mayor Pro Tem	Michael Cacciotti
Councilmember	Jack Donovan
Councilmember	Jon Primuth
Councilmember	Evelyn G. Zneimer

Linda Thai, Deputy City Clerk, announced a quorum.

**CITY STAFF PRESENT:** Sean Joyce, Interim City Manager; Teresa Highsmith, City Attorney; Lucie Colombo, Interim CityClerk; and Linda Thai, Deputy City Clerk were present at Roll Call. Other staff members were present and presented reports or responded to questions as indicated in the minutes.

**PLEDGE OF ALLEGIANCE**

The Flag Salute was led by Councilmember Primuth.

**1. Closed Session Announcements**

None

## **2. Public Comment - General**

AGP0088

Mayor Mahmud announced that email comments were submitted and are added to the record as "Additional Docs."

Deputy City Clerk Thai noted the following written public comment was received:

Written Public Comment:

- Tucker Nelson

<b>PUBLIC HEARINGS</b>
------------------------

## **3. Homeless Presentation**

Staff, Samantha Matthews from San Gabriel Valley Council of Governments and Raji Shivshanker from Union Station Homeless Services, made a presentation on the item and answered questions from the City Council.

Councilmember Primuth inquired about areas of concentrated homelessness that provide services for those in need. Mayor Pro Tem Cacciotti asked if there is a single point of contact for homeless services for the San Gabriel Valley area and inquired regarding the homeless individuals who don't want assistance. Councilmember Zneimer inquired regarding the number of homeless individuals who need medical or mental health assistance and where funding for those services is available. Mayor Mahmud inquired regarding the focused effort to address the homeless on Skid Row will include funding to address homelessness in the San Gabriel Valley and other areas of Los Angeles County. Mayor Pro Tem Cacciotti inquired about the availability of permanent housing for homeless individuals. [

Staff and representatives from San Gabriel Valley Council of Governments (SGVCOG) and Union Station Homeless Services answered questions and provided clarifications.

<b>COMMUNICATIONS</b>
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## **4. Councilmembers Communications**

Councilmember Zneimer shared a photo of one of the City's reservoirs; discussed a recent meeting with the South Pasadena Tournament of Roses Committee; and commented on an ordinance of the City of Alhambra to ban tobacco products in the City.

### **MOTION**

It was moved by Councilmember Zneimer, second by Mayor Pro Tem Cacciotti, to have South Pasadena Arts Council (SPARC) provide a presentation at a future City Council meeting regarding the history of Tournament of Rose Parade floats in South Pasadena.

### **MOTION**

It was moved by Councilmember Zneimer, second by Mayor Pro Tem Cacciotti, to bring back an item with a proposed ordinance to ban tobacco products in the City. <sup>AGP0089</sup>

Councilmember Primuth noted he was not able to attend recent Commission meetings due to Special City Council meetings; discussed a recent Festival of Balloons Committee meeting and noted that the Committee opted to not have a parade this year; discussed redistricting in the City and asked that the City work with the School District as the City goes through the redistricting process.

Councilmember Donovan discussed a recent Finance Committee meeting and a recent Youth Commission meeting.

Mayor Pro Tem Cacciotti shared photos of a recent repair of a water main break; shared a photo of a leased City building; shared a photo a recent filming and South Pasadena Police Officers; shared a photo of Eddie Park House; shared a photo a one of the City's Dial-A-Ride vehicles; shared photos of the City's arson dog; shared a photo City staff picking up shopping carts; suggested having a vaccination center in the City and discussed two grant opportunities.

Mayor Mahmud discussed having a Strategic Plan Workshop when the new City Manager starts in the near future; discussed upcoming meetings regarding pocket parks; and congratulated the City's new Police Chief Brian Solinsky.

### **MOTION**

It was moved by Mayor Mahmud, second by Councilmember Zneimer, to have the Finance Commission discuss the \$4 million cell tower lease proceeds.

## **5. City Manager Communications**

Interim City Manager Joyce announced the hiring of the new Police Chief Brian Solinsky, and thanked everyone for participating in the recruitment process; discussed an upcoming Special Planning Commission meeting regarding the General Plan/Downtown Specific Plan Update & the 2021-2029 Housing Element; discussed the recent investigations of the South Pasadena Police Department and noted that it was found that the City does not have biased based policing but does need additional training on identifying hate crimes; and announced that the City is planning to reopen facilities by May 17<sup>th</sup>.

Police Chief Solinsky provided comments and thanked the City for the opportunity to serve as Police Chief.

## **6. Reordering of, Additions, or Deletions to the Agenda**

None

<b>CONSENT CALENDAR</b>
-------------------------

7. **Approval of Prepaid Warrants in the Amount of \$74,882.18; General City Warrants in the Amount of \$330,087.44; Payroll in the Amount of \$1,150,686.73; Supplemental ACH Payments in the Amount of \$6,641.79**

Recommendation

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

8. **THIS ITEM WAS PULLED TO BE DISCUSSED SEPARATELY.**
9. **THIS ITEM WAS PULLED TO BE DISCUSSED SEPARATELY.**

10. **Authorization for the Police Department to Expend \$9,000 from the Asset Forfeiture Fund for Executive Leadership Training**

Recommendation

It is recommended that City Council authorize the appropriation of \$9,000 from Asset Forfeiture Reserves to the Police Training Account 240-4010-4011-8200-000 for executive leadership training.

11. **Receive and File the 2020 Housing Community Development Annual Progress Report**

Recommendation

It is recommended that the City Council receive and file the 2020 Annual Housing Report.

**COUNCIL ACTION AND MOTION**

Mayor Mahmud noted that public comments were received for Agenda Items 7 and 8.

Mayor Pro Tem Cacciotti requested to pull Agenda Item 16 for separate discussion.

It was moved by Mayor Pro Tem Cacciotti, second by Councilmember Zneimer, and approved by roll call vote to approve Consent Calendar Agenda Items 7, 10-11, as presented.

Motion carried, 5-0.

**8. Second Reading and Adoption of an Ordinance Adding a New Division 36.375 (Inclusionary Housing) to Chapter 36 (Zoning) of the South Pasadena Municipal Code**

Recommendation

Staff recommends that the City Council conduct second reading and adopt Ordinance No. amending the South Pasadena Municipal Code by adding Division 36.375 (Inclusionary Housing) to Chapter 36 (Zoning).

Mayor Mahmud opened the public comment period.

Deputy City Clerk Thai noted the following public comments were received:

Written Public Comment:

- Anthony Dedousis

Recorded Public Comment:

- Anthony Dedousis

With no other requests to speak, the public comment period was closed.

**COUNCIL ACTION AND MOTION**

It was moved by Mayor Mahmud, second by Mayor Pro Tem Cacciotti, and approved by roll call vote to approve Agenda Item 8, as presented.

Motion carried, 5-0.

**9. Second Reading and Adoption of an Ordinance to Amend Chapter 36 (Zoning) of the South Pasadena Municipal Code Pertaining to Accessory Dwelling Unit (ADU) Regulations**

Recommendation

Staff recommends that the City Council conduct second reading for and adopt an Ordinance amending South Pasadena Municipal Code (SPMC) Section 36.350.200 (Residential Uses – Accessory Dwelling Units).

Mayor Mahmud opened the public comment period.

Deputy City Clerk Thai noted the following public comments were received:

Written Public Comment:

- Dylan Casey

Recorded Public Comment:

- Dylan Casey

With no other requests to speak, the public comment period was closed.

Councilmember Primuth inquired if any of the errors presented in public comment are concerns.

City Attorney responded to questions and noted the proposed ordinance is in good legal standing.

### **COUNCIL ACTION AND MOTION**

It was moved by Mayor Pro Tem Cacciotti, second by Councilmember Zneimer, and approved by roll call vote to approve Agenda Item 9, as presented.

Motion carried, 5-0.

<b>ACTION / DISCUSSION</b>
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### **12. Appointment of Arminé Chaparyan as City Manager and Approval of City Manager Contract**

#### Recommendation

It is recommended that the City Council appoint Arminé Chaparyan as City Manager and approve an Employment Agreement for her services.

A staff report was presented.

Mayor Mahmud opened the public comment period.

Deputy City Clerk Thai noted the following public comments were received:

Written Public Comment:

- Alan Ehrlich

Recorded Public Comment:

- Chris Bray
- Alan Ehrlich

With no other requests to speak, the public comment period was closed.

### **COUNCIL ACTION AND MOTION**

It was moved by Councilmember Donovan, second by Councilmember Zneimer, and approved by roll call vote to approve Agenda Item 12, as presented.

Motion carried, 5-0.



**13. Appointment of ad hoc City Council Subcommittee for Implementation Strategies re Caltrans Surplus Properties Disposition (a.k.a. Phase II)**

Recommendation

Appoint an ad hoc subcommittee of two members of the City Council to explore in depth the myriad details associated with managing the disposition of Caltrans surplus homes including, but not limited to, potential negotiations with Caltrans, potential creation of a land trust, and financing strategies for purchase of surplus properties.

A staff report was presented. The City Council had questions and discussions regarding this matter.

Mayor Pro Tem Cacciotti inquired about the parameters of the proposed ad hoc subcommittee. Councilmember Zneimer noted that both ad hoc subcommittees should run their tasks parallel with each other.

Staff answered City Council questions and provided clarifications.

By consensus, the City Council opted to hear all public comment on this item forgoing the 30 minute time limit for comments.

Mayor Mahmud opened the public comment period.

Deputy City Clerk Thai noted the following public comments were received:

Written Public Comment:

- Richard Fannan & Emilia Lomeli-Fannan
- Sally Takeda
- Ellen Daigle
- Ron Rosen
- Kim Carlson

Recorded Public Comment:

• Richard Schneider	• Victoria Patterson
• Sean Teer	• Wendy Lee
• Bonnie Kingry	• Glen Duncan
• Joanne Nuckols	• Lisa Almeida
• Margaret Silva	• Carol Koch
• Mary Urquhart	• Angela Flores
• Ryan Bell	• Delaine Shane
• Mark Gallatin	• Anne Bagasao
• Lori Davis Denny	• Odom Stamps
• Roberto Flores	• Tim Ivison

With no other requests to speak, the public comment period was closed.

Councilmember Zneimer expressed her support for the proposed ad hoc sub-committee, recommended appointing Councilmember Primuth and Mayor Pro Tem Cacciotti to the sub-committee, and made a motion to that effect. Councilmember Primuth requested to amend Councilmember Zneimer's motion to bifurcate the creation of the proposed ad hoc sub-committee and appointing its members.

A modified motion was made by Councilmember Zneimer, second by Councilmember Primuth and approved by roll call vote to approve the creation of an ad hoc subcommittee of two members of the City Council to explore in depth the myriad details associated with managing the disposition of Caltrans surplus homes including, but not limited to, potential negotiations with Caltrans, potential creation of a land trust, and financing strategies for purchase of surplus properties.

Motion carried, 5-0.

Councilmember Primuth discussed potential appointments to the ad hoc sub-committee. Councilmember Donovan stated that he heard the comments from residents and would support Mayor Pro Tem Cacciotti on the sub-committee. Mayor Pro Tem Cacciotti expressed concern with the time commitment but stated he is willing to serve on the sub-committee. Councilmember Primuth expressed his support for Mayor Pro Tem Cacciotti to serve on the sub-committee.

Motion by Councilmember Zneimer, second by Councilmember Donovan and approved by roll call vote to approve the appointment of Mayor Pro Tem Cacciotti and Councilmember Primuth to serve on the ad hoc sub-committee.

Motion carried, 5-0.

**14. Direct Staff to Proceed with Westside Reservoir Comprehensive Structural Assessment Study and Appropriate \$100,000 from Water Enterprise Fund Reserves**

Recommendation

It is recommended that the City Council:

1. Direct staff to solicit proposals for an evaluation of the condition of the Westside Reservoir, including detailed structural analysis, and provide a technical memorandum report with recommendations for rehabilitation and replacement alternatives; and
2. Appropriate \$100,000 from Water Enterprise Fund reserves to Water Production Account Number 500-6010-6711-8170 for the cost of the study.

A staff report was presented.

Councilmember Zneimer shared photos of corrosion and cracks at the reservoir and expressed her support for the recommended action. Mayor Pro Tem Cacciotti inquired about a study done in 2017 and what the current cost would be to replace the entire structure. Councilmember Primuth inquired if rehabilitation or replacement of the reservoir would be more beneficial in the long run. Councilmember Donovan discussed potential local applicants for the project. Mayor Pro Tem Cacciotti inquired about potential rate-increases to water rates and possible funding sources to address any funding gap. Mayor Mahmud noted that the City isn't likely to receive outside funding to complete the project.

Staff answered City Council questions and provided clarifications.

Mayor Mahmud opened the public comment period.

With no requests to speak, the public comment period was closed.

Mayor Pro Tem Cacciotti discussed the historical aspect of the Westside Reservoir.

**COUNCIL ACTION AND MOTION**

It was moved by Councilmember Zneimer, second by Mayor Pro Tem Cacciotti and approved by roll call vote to approve Agenda Item 14, as presented.

Motion carried, 5-0.

**15. Business Marketing Plan Phase 1 Progress Report**

Laurie Wheeler, South Pasadena Chamber of Commerce President, made a presentation.

Councilmember Donovan inquired about the success of the marketing plan.

Ms. Wheeler responded to questions.

Steven Lawrence, Nexusplex, made a presentation.

Councilmember Donovan expressed his support for the outreach effort detailed in the presentation. Councilmember Primuth thanked everyone for their marketing and outreach efforts.

**ADJOURNMENT**

There being no further matters, Mayor Mahmud adjourned the Virtual Zoom meeting of the City Council at 11:00 PM, to the next Regular City Council meeting scheduled for Wednesday, May 19, 2021.

Respectfully submitted:

\_\_\_\_\_  
Lucie Colombo, CMC, CPMC  
City Clerk

**APPROVED:**

\_\_\_\_\_  
**DIANA MAHMUD**  
**MAYOR**

Attest:

\_\_\_\_\_  
Lucie Colombo, CMC, CPMC  
City Clerk

*Approved at City Council Meeting: 7/7/2021*



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

**MINUTES  
WEDNESDAY, MAY 19, 2021 AT 7:00 PM**

**CALL TO ORDER**

The Regular Meeting of the South Pasadena City Council was called to order by Mayor Mahmud on Wednesday, May 19, 2021, at 7:00 p.m. The meeting was held virtually, via Zoom, in accordance with Governor Newsom's Executive Order N-29-20. The City Council Chambers are located at 1424 Mission Street, South Pasadena, California.

**ROLL CALL**

**PRESENT**

Mayor	Diana Mahmud
Mayor Pro Tem	Michael Cacciotti
Councilmember	Jack Donovan
Councilmember	Jon Primuth
Councilmember	Evelyn G. Zneimer

Lucie Colombo, City Clerk, announced a quorum.

**CITY STAFF PRESENT:** Sean Joyce, Interim City Manager; Andrew Jared, Assistant City Attorney; Lucie Colombo, City Clerk, were present at Roll Call. Other staff members were and presented reports or responded to questions as indicated in the minutes.

**1. Closed Session Announcements**

**A. INITIATION OF LITIGATION**

CONFERENCE WITH LEGAL COUNSEL – Initiation of Litigation, Pursuant to Government Code Section 54956.9(d)(3)

Number of Potential Cases: 2

Assistant City Attorney Jared reported that Council met in Closed Session to receive a briefing on the item. He noted direction was provided to the City Attorney's Office, but no action was taken in closed session.

**B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

(Government Code Section 54956.9)  
 One Case: County of Los Angeles v. Sanitation Districts of Los Angeles  
 County

Assistant City Attorney Jared reported that Council met in Closed Session to receive a briefing on the item. He noted no action was taken in closed session.

## 2. Public Comment - General

Mayor Mahmud announced public comments are intended to address matters not on the agenda for the meeting. Members of the public have the option of emailing or participating via Zoom (audio) to address the City Council, as listed on the agenda.

Mayor Mahmud announced that email comments were submitted and are added to the record as "Additional Docs".

City Clerk Colombo noted the following written and live public comments were received:

Written Public Comment:

• Madeline Offerman	• Michael Siegel
• Mayumi Fukushima	• Phung Huynh
• Shandor Garrison	• Laura Riley & Stanley Chen
• Barbara Eisenstein	• Caitlin Lainoff
• Stephanie Stein	• Bianca Richards

Live Public Comment:

• Victoria Patterson	• Alan Ehrlich
• Alexandra Ramirez	• Matthew Barbato
• Laboni Hoq	• Ella Hushagen
• Helen Tran	• Bill Kelly
• Ayaka Nakaji	• Betty Emirhanian
• John Srebalus	• Alexander Aquino
• Afshin Ketabi	• Fahren James

### PRESENTATIONS

None

### COMMUNICATIONS

## 3. Councilmembers Communications

Councilmember Donovan stated that the Little League has started to put out signs and discussed a recent Finance Commission meeting.

Councilmember Primuth discussed a recent Public Safety Commission meeting; an upcoming Neighborhood Watch meeting; and commented on a recent Mobility and Transportation Infrastructure Commission meeting.

### **MOTION**

Motion by Councilmember Primuth, second by Mayor Pro Tem Cacciotti, to amend the current contract to design rectangular beacons at the Meridian/Oak location.

Councilmember Zneimer discussed a recent Public Works Commission meeting; a recent arrest of thieves and commended the work of the South Pasadena Police Department.

Mayor Pro Tem Cacciotti shared a photos of the recent National Day of Prayer Breakfast; walk with his dogs; and recent Senior Commission meeting. He also asked staff to investigate a recent vandalized bench. He thanked the South Pasadena Police Department for putting together legislation to combat theft of catalytic converters.

Mayor Mahmud shared information on the Southern California Edison Critical Care Backup Battery Program and about caring for your home sewer lateral; discussed a recent Planning Commission meeting and a recent Design Review Board meeting; and thanked Interim City Manager Joyce for his service to the City of South Pasadena.

#### **4. City Manager Communications**

Interim City Manager Joyce stated that the City was awarded a Certificate of Achievement for Excellence in Financial Reporting for its Comprehensive Annual Financial Report (CAFR) and thanked the City Council for allowing him to serve the community.

#### **5. Reordering of, Additions, or Deletions to the Agenda**

Interim City Manager Joyce requested that Item No. 12 be moved to a future City Council meeting.

<b>CONSENT CALENDAR</b>
-------------------------

#### **6. Approval of Prepaid Warrants in the Amount of \$102,398.64; General City Warrants in the Amount of \$625,065.43; Transfers in the Amount of \$47,055.81**

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

#### **7. THIS ITEM WAS PULLED TO BE DISCUSSED SEPARATELY.**

#### **8. Renew Annual Agreement with Digital Map Products, LP for GovClarity, Map-Based Location Information License and Application**

It is recommended that the City Council:

1. Appropriate \$25,100 from General Fund Reserves for map-based location data services in support of planning applications, to 101-7010-7011-8060; and
2. Approve the Agreement with Digital Map Products, LP in an amount not to exceed \$25,100 to renew the annual agreement for GovClarity, for the term of October 1, 2020, through September 30, 2021.

9. **THIS ITEM WAS PULLED TO BE DISCUSSED SEPARATELY.**

10. **Appropriation of \$22,016 from the Arroyo Seco Golf Course Fund for New Range Equipment**

It is recommended that the City Council appropriate Arroyo Seco Golf Course Reserve Funds in the amount of \$22,016 from Account No. 295-8040-8043-8020-000 to purchase an E-Z-Go all-electric range ball picker (\$14,682) and a Range Servant for ball washer and soaker (\$7,334).

11. **Adoption of a Resolution Approving the Fiscal Year 2021-22 Engineer's Report Declaring the City's Intention to Provide for an Annual Levy and Collection of Assessments and Setting a Date and Time for a Public Hearing for the FY 2021-22 Lighting and Landscaping Maintenance District**

It is recommended that the City Council:

1. Adopt Resolution No.... approving the Fiscal Year (FY) 2021-22 Engineer's Report declaring the City of South Pasadena's (City) intention to provide for an annual levy and collection of assessments; and
2. Schedule the Public Hearing for the FY 2021-22 Lighting and Landscaping Maintenance District (LLMD) for June 16, 2021, at 6:30 p.m. in the Council Chamber.

Councilmember Zneimer requested to pull Item No. 7 for separate discussion.

Mayor Pro Tem Cacciotti requested to pull Item No. 9 for separate discussion.

**COUNCIL ACTION AND MOTION**

It was moved by Mayor Pro Tem Cacciotti, second by Councilmember Zneimer, and approved by roll call vote to approve Consent Calendar Item 6, 8, 10, and 11, as presented.

Motion carried, 5-0.

<b>CONSENT CALENDAR - AGENDA ITEM(S) PULLED FOR SEPARATE DISCUSSION</b>
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7. **Authorize the Interim City Manager to 1) Execute the First Amendment with Metro for the Cycle 3 Open Streets Grant Agreement; 2) Authorize Staff to Issue an RFP to Develop a Slow Streets Program; 3) Authorize Staff to Issue**



**an RFP for a Traffic Study to Analyze Travel Lane Closure Options; and 4) Authorize Staff to Issue a RFP for the Design and Installation of Removable Bollards on Meridian Avenue Between Mission Street and El Centro Avenue**

It is recommended that the City Council:

1. Authorize the Interim City Manager to execute the first amendment with the Los Angeles County Metropolitan Transportation Authority (Metro) (MTA) for the Cycle 3 Open Streets grant agreement to repurpose the \$420,000 grant award to support pandemic recovery; and
2. Authorize staff to issue a Request for Proposals (RFP) to develop a Slow Streets Program; and
3. Authorize staff to issue an RFP to analyze the impacts of temporary closures of a travel lane in each direction on Mission Street, between Orange Grove Avenue and Fair Oaks Avenue, and Meridian Avenue, between Mission Street and El Centro Avenue; and
4. Authorize staff to issue an RFP to design and install removable bollards on Meridian Avenue, between Mission Street and El Centro Avenue.

Councilmember Zneimer provided a timeline on this item. She requested to delay approval of recommended actions 2 & 3 and requested that the City amend the existing contract with Active SGV to execute a Slow Streets Program and a Mission Street Program; direct staff to coordinate with Active SGV and return a contract amendment to Council in June 2021.

Staff responded to Councilmember Zneimer's comments and noted that the current contract with Active SGV is expired.

The City Council had questions and discussions regarding the expired contract with Active SGV.

Mayor Mahmud opened the public comment period.

Addressing the Council was Wesley Reutimann.

With no other requests to speak, the public comment period was closed.

There was further discussion by the City Council and clarification that the Interim City Manager may enter into an agreement under his signing authority with Active SGV.

**COUNCIL ACTION AND MOTION**

It was moved by Councilmember Zneimer, second by Mayor Pro Tem Cacciotti, and approved by roll call vote to approve recommended actions #1, 2 & 4.

Motion carried, 5-0.

It was moved by Mayor Mahmud, second by Councilmember Primuth, and approved by roll call vote to approve recommended action #3.

Motion carried, 4-0-1. Councilmember Zneimer abstained.

**9. Request for Approval of a Co-Sponsorship and Fee Waiver of “Grad Night” hosted by the South Pasadena High School Parent –Teacher –Student Association**

It is recommended that the City Council approve the request from the South Pasadena High School Parent-Teacher-Student Association for co-sponsorship of the June 2 Grad Night 2021 and waive associated fees.

Mayor Pro Tem Cacciotti provided background on this item and asked clarifying questions about the timeline of the event. Staff responded to questions.

Mayor Mahmud opened the public comment period.

City Clerk Colombo noted the following public comments were received:

Written Public Comment:

- Tisa Poe
- Dean Serwin
- Laura Morales
- Chris Holmes
- Lolita Lopez
- Jill Olsen
- Jim Dowd

With no other requests to speak, the public comment period was closed.

**COUNCIL ACTION AND MOTION**

It was moved by Mayor Pro Tem Cacciotti, second by Councilmember Zneimer, and approved by roll call vote to approve Agenda Item 9, as presented.

Motion carried, 5-0.

<b>PUBLIC HEARING</b>
-----------------------

**12. First Reading and Introduction of an Ordinance to Amendment of Chapter 34 (Trees and Shrubs) of the South Pasadena Municipal Code**

*THIS ITEM WAS MOVED TO A FUTURE CITY COUNCIL MEETING.*

13. **Project No. 2384-LHD - Approval of a City Historic Landmark Designation for property located at 1016 Orange Grove Avenue (Assessor's Parcel Number 5315-019-037)**

Recommendation

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

1. Find that the property known as the "Orange Grove Schoolhouse" at 1016 Orange Grove Avenue qualifies under criterion (1) of the South Pasadena Municipal Code Section 2.63(b), for designation of a Historic Landmark; and
2. Designate the property known as the "Orange Grove Schoolhouse" at 1016 Orange Grove Avenue as a Historic Landmark (Historic Landmark No. 57) pursuant to South Pasadena Municipal Code Section 2.63(c)(9).

A staff report was presented by Planning and Community Development Director Hankamer and staff.

Mayor Mahmud opened the public hearing.

City Clerk Colombo noted the following public comment was received:

Written Public Comment:

- Alysia and Christopher Painter

With no other requests to speak, the public hearing was closed.

The City Council discussed the item and expressed their support for the recommended actions.

**COUNCIL ACTION AND MOTION**

It was moved by Mayor Pro Tem Cacciotti, second by Councilmember Zneimer, and approved by roll call vote to approve Agenda Item 13, as presented.

Motion carried, 5-0.

14. **Project No. 2338-LHD - Approval of a City Historic Landmark Designation for property located 807 Bank Street (Assessor's Parcel Number 5314-019-021)**

Recommendation

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

1. Find that the property known as the "Mary E. Sowards House" at 807 Bank Street qualifies under criteria (1), (4), (6), and (7) of the South Pasadena Municipal Code Section 2.63(b), for designation of a Historic Landmark; and

2. Designate the property known as the “Mary E. Sowards House” at 807 Bank Street as a Historic Landmark (Historic Landmark No. 56) pursuant to South Pasadena Municipal Code Section 2.63(c)(9).

A report was presented by Planning and Community Development Director Hankamer and staff.

Mayor Mahmud opened the public hearing.

City Clerk Colombo noted the following public comment was received:

Written Public Comment:

- Kenneth Breisch

With no other requests to speak, the public hearing was closed.

### **COUNCIL ACTION AND MOTION**

It was moved by Mayor Pro Tem Cacciotti, second by Councilmember Zneimer, and approved by roll call vote to approve Agenda Item 14, as presented.

Motion carried, 5-0.

<b>ACTION / DISCUSSION</b>
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None

<b>INFORMATION REPORTS</b>
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Mayor Pro Tem Cacciotti expressed his appreciation for Interim City Manager Joyce and thanked him for his service to the City.

**ADJOURNMENT**

There being no further matters, Mayor Mahmud adjourned the Virtual Zoom meeting of the City Council at 9:04 PM, to the next Regular City Council meeting scheduled for Wednesday, June 2, 2021.

Respectfully submitted:

\_\_\_\_\_  
Lucie Colombo, CMC, CPMC  
City Clerk

**APPROVED:**

\_\_\_\_\_  
**DIANA MAHMUD**  
**MAYOR**

Attest:

\_\_\_\_\_  
Lucie Colombo, CMC, CPMC  
City Clerk

*Approved at City Council Meeting: 7/7/2021*



# City Council Agenda Report

ITEM NO. 8

**DATE:** July 7, 2021

**FROM:** Arminé Chaparyan, City Manager *AC*

**PREPARED BY:** Joanna Hankamer, Director of Planning and Community Development

**SUBJECT:** **Authorize two Professional Services Agreements with 1) Helix Environmental Planning Inc. and 2) Historic Resources Group to provide on-call Planning to assist with Historic Preservation Project Review in the amount not to exceed of \$50,000 per firm for a total not to exceed amount of \$100,000, paid for by project applicants**

## **Recommendation Action**

It is recommended that the City Council authorize the City Manager to execute the Professional Services Agreements (PSAs) with two on-call Planning Firms:

- 1) Helix Environmental Planning, Inc. and
- 2) Historic Resources Groups to assist with expedited historic preservation project review, paid for by applicants, in the amount not-to-exceed \$50,000 per firm, for a total budgeted amount of \$100,000. The actual costs of these agreements will be passed through the project applicant requesting expedited project review.

## **Executive Summary**

On December 4, 2019, the City Council adopted an ordinance establishing a Major Project Review process that allows the City to contract with planning firms with project specific expertise to review major or complex projects and assign the additional cost to project applicants. The Major Project Review process is available also to applicants who want to expedite their planning applications through two consultant contracts with Rincon and Interwest; however, neither contracted firm currently has historic preservation staff available to work on these types of planning applications. Therefore, unless additional contract expertise is secured, applicants needing review for a Certificate of Appropriateness must wait until the planning application backlog is cleared before in-house staff can be assigned to their projects. To continue to utilize the Major Project Review process for historic preservation project review, staff has identified two additional firms with the necessary expertise and recommends that Council approve Professional Service Agreements (PSA) with Helix and Historic Resources Group (HRG) for these services, to be paid by applicants.

## **Discussion/Analysis**

The proposed PSAs are master contract agreements between the City and the two on-call planning firms, Helix and Historic Resources Group. Each PSA is in the amount not to exceed

## Professional Services Agreements for Major Project Review

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\$50,000 and are structured so that staff can assign a dedicated contract planner from one of the two prequalified firms with project specific expertise to guide a project through the City's review process, under the oversight of the City staff. Each project applicant will be responsible for the actual costs of the contract planner working on the project and will advance a deposit to cover the costs of the contract planner plus 10% for the City's administrative costs of overseeing the projects. The proposed PSAs would accelerate project review and approval at no cost to the City general fund, thereby helping the City meet State mandated timelines for review of development projects. In addition, it would improve customer service to project applicants. There are currently 2-3 projects awaiting a contract consultant to process their applications, at an additional cost to the applicant, and approximately six others that are awaiting in-house staff processing.

Staff solicited qualifications from three additional firms with extensive experience in providing on-call planning services and have highly qualified historic preservation planners. Of the three firms, two firms, Helix and HRG, responded with appropriate resumes of available contract staff.

### **Legal Review**

The City Attorney has reviewed this item.

### **Fiscal Impact**

There is no impact to the City's general fund because the applicant will be responsible to reimburse the City for the costs of using a contract planner. The City will not bear any costs associated with Major Project Reviews. However, in order to appropriately account for the funds, the FY 2022 Budget includes funds in account number 101-0000-0000-2900-016, and adequate funding was included in Planning Department Contract Services account 101-7010-7011-8180. No budget adjustments are needed.

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

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, and posting of the same agenda and reports on the City's website.

### **Attachments:**

1. Professional Services Agreement – Helix
2. Professional Services Agreement – Historic Resources Group

# **ATTACHMENT 1**

## Professional Services Agreement, Helix



**PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES**  
(City of South Pasadena / Helix Environmental Planning, Inc.)**1. IDENTIFICATION**

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

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: **As-needed, per-project basis, for expeditious review of development projects**
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

**3. DEFINITIONS**

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

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fees and expenses incurred under this Agreement have reached eighty percent (80%) of the maximum amount payable above. Consultant shall concurrently inform the City Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the maximum amount provided in the Engagement Letters.

- 3.1.5 At the time of entering into an Engagement Letter, the Consultant shall be required to furnish: 1) a copy of the Consultant's current City of South Pasadena Business License, and 2) a current Certificate of Liability Insurance and Additional Insured Endorsement.
- 3.2 "Approved Fee Schedule" means such compensation rates as are set forth in Fee Schedule attached hereto as "**Exhibit B**" and fully incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.3 "Commencement Date" means July 8, 2021.
- 3.4 "Termination Date" means June 30, 2022.
- 3.5 "City Agreement Administrator" means Joanna Hankamer, Director of Planning and Community Development.
- 3.6 "Consultant Project Administrator" means Mary Robbins-Wade, Cultural Resources Group Manager.

#### 4. **TERM**

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

#### 5. **CONSULTANT'S SERVICES**

- 5.1 Time is of the essence in Consultant's performance of services under this Agreement.
- 5.2 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to

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Consultant under this Agreement exceed the sum of **fifty thousand dollars (\$50,000.00)** unless specifically approved in advance and in writing by City. Consultant shall notify the City Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the maximum amount payable above. Consultant shall concurrently inform the City Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the maximum amount payable above.

- 5.3 Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.4 Consultant represents that it has advised City in writing prior to the date of signing this Agreement of any known relationships with third parties, City Council Members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.
- 5.5 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.6 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Mary Robbins-Wade** shall be the Consultant Project Administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No other person shall serve as Consultant Project Administrator without City's prior written consent.
- 5.7 This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

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

6. **COMPENSATION**

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

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

**7. OWNERSHIP OF WRITTEN PRODUCTS**

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

**8. RELATIONSHIP OF PARTIES**

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

Under no circumstances shall Consultant look to the City as its employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers’ compensation, and other applicable federal and state taxes.

**9. AGREEMENT ADMINISTRATOR**

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

**10. INDEMNIFICATION**

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

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

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

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

- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply whether or not any insurance policies apply to a claim, demand, damage, liability, loss, cost or expense.
- 10.7 In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 10.8 Notwithstanding any federal, state, or local policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in CalPERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

## 11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement.
- 11.2 Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements or limits shall be available to City as an Additional Insured as provided below. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured.



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



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other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

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

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

**12. MUTUAL COOPERATION**

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

**13. CONFIDENTIALITY**

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

**14. RECORDS AND INSPECTIONS**

Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. City shall further have the right to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

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**15. PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

**16. NOTICES**

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

If to City:

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

If to Consultant:

Mary Robbins-Wade, RPA  
Helix Environmental Planning, Inc.  
7578 El Cajon Boulevard  
La Mesa, CA 91942  
Telephone: (619) 462-1515

With courtesy copy to:

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

**17. SURVIVING COVENANTS**

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

**18. TERMINATION**

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

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thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be promptly returned to City upon the termination or expiration of this Agreement.

- 17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement as provided in Section 5.2 above and as otherwise provided in this Agreement.

**18. GENERAL PROVISIONS**

- 181 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.
- 182 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 183 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).
- 184 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party to be charged with the waiver.
- 185 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.

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- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees expended in the action. The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and those of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on behalf of the City and Consultant.
- 18.10 Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, sex (including pregnancy, childbirth, or related medical condition), creed, national

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origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training, Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

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

**“City”**  
**City of South Pasadena**

**“Consultant”**  
**HELIX Environmental Planning, Inc.**

By: \_\_\_\_\_  
Armine Chaparyan, City Manager

By: Mary Robbins-Wade  
Mary Robbins-Wade, Cultural Resources Group Manager

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

Date: June 25, 2021  
\_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Lucie Colombo, CMC, CPMC  
City Clerk

Date:

Approved as to form:

By \_\_\_\_\_

Date \_\_\_\_\_



## EXHIBIT A SCOPE OF WORK

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

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



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

## "EXHIBIT B" FEE SCHEDULE

**EXHIBIT B**  
SCHEDULE OF FEES



**CONSULTING SERVICES**

Consulting services performed by HELIX typically include, but are not necessarily limited to, office, field, meetings, hearings and travel time. Consulting services for expert witness review, deposition, and/or testimony will be provided at one and one-half times our professional rates.

**DIRECT COSTS**

Certain identifiable direct costs will be charged to the project at cost plus ten percent. Examples of direct costs include subconsultants, vehicle or equipment rentals, airplane and train fares, parking, per diem and lodging, mileage, communications, reproduction, and supplies. A 4-wheel drive premium will be charged at \$25 per project day. There will be additional charges for plotting, color printing, aerial photographs and GPS services.

**PAYMENT**

Invoices will be submitted monthly. Payment on invoices is due within thirty days of receipt. If payment is not paid when due, then such sum shall bear interest at 1 ½ % per month on the unpaid balance, not to exceed the maximum legal rate of interest.

**PROFESSIONAL RATES**

Current hourly rates for consulting services:

Principal	\$225-250
Principal Acoustician	\$180-205
Principal Biologist	\$190-225
Principal Landscape Architect	\$160-190
Principal Permitting Specialist	\$170-220
Principal Planner	\$200-235
Principal Regulatory Specialist	\$190-225
Senior Project Manager I-III	\$150-200
Senior Air Quality Specialist	\$155-180
Senior Environmental Specialist	\$130-170
Senior Fisheries Scientist	\$200-230
Senior Noise/Air Quality Specialist	\$150-180
Noise/Air Quality Specialist	\$115-145
Environmental Specialist I-III	\$85-125
Environmental Compliance Analyst	\$70
Environmental Compliance Specialist	\$75-125
Project Manager I-III	\$120-175
Assistant Project Manager	\$100-120
Archaeology Field Director	\$110
Staff Archaeologist	\$80-115
Sr. Architectural Historian	\$170-180
Architectural Historian	\$100-130
Environmental Planner I-III	\$95-120
Environmental Analyst	\$65-75
Landscape Architect	\$110-125
Senior Landscape Architect	\$130-160
Landscape Planner I-III	\$95-115
Sr. Scientist	\$130-165
Biologist I-V	\$85-130
Assistant Biologist	\$60
Senior GIS Specialist	\$125-165
GIS Specialist I-III	\$75-120
Graphics	\$115
Technical Editor	\$90-100
Operations Manager	\$105- 120
Word Processor I-III	\$65-85
Clerical	\$60-75

*Rates are subject to change on a yearly basis*

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## NON-COLLUSION DECLARATION

TO BE EXECUTED BY  
 BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

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

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

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

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Printed Name of Signatory

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**WORKERS' COMPENSATION**  
**INSURANCE CERTIFICATE**

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

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

DATE: \_\_\_\_\_

\_\_\_\_\_  
Contractor

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Attest:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## **ATTACHMENT 2**

### Professional Services Agreement, Historic Resources Group

**PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES**  
(City of South Pasadena / Helix Environmental Planning, Inc.)

**1. IDENTIFICATION**

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

**2. RECITALS**

- 2.1** City has determined that it requires the following professional services from a consultant: **As-needed, per-project basis, for expeditious review of development projects**
- 2.2** Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

**3. DEFINITIONS**

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

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fees and expenses incurred under this Agreement have reached eighty percent (80%) of the maximum amount payable above. Consultant shall concurrently inform the City Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the maximum amount provided in the Engagement Letters.

- 3.1.5 At the time of entering into an Engagement Letter, the Consultant shall be required to furnish: 1) a copy of the Consultant's current City of South Pasadena Business License, and 2) a current Certificate of Liability Insurance and Additional Insured Endorsement.
- 3.2 "Approved Fee Schedule" means such compensation rates as are set forth in Fee Schedule attached hereto as "**Exhibit B**" and fully incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.3 "Commencement Date" means July 8, 2021.
- 3.4 "Termination Date" means June 30, 2022.
- 3.5 "City Agreement Administrator" means Joanna Hankamer, Director of Planning and Community Development.
- 3.6 "Consultant Project Administrator" means Christine Lazzaretto, Managing Principal.

#### 4. **TERM**

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

#### 5. **CONSULTANT'S SERVICES**

- 5.1 Time is of the essence in Consultant's performance of services under this Agreement.
- 5.2 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to

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Consultant under this Agreement exceed the sum of **fifty thousand dollars (\$50,000.00)** unless specifically approved in advance and in writing by City. Consultant shall notify the City Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the maximum amount payable above. Consultant shall concurrently inform the City Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the maximum amount payable above.

- 5.3 Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.4 Consultant represents that it has advised City in writing prior to the date of signing this Agreement of any known relationships with third parties, City Council Members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.
- 5.5 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.6 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Christine Lazzaretto** shall be the Consultant Project Administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No other person shall serve as Consultant Project Administrator without City's prior written consent.
- 5.7 This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.



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

6. **COMPENSATION**

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

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

**7. OWNERSHIP OF WRITTEN PRODUCTS**

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

**8. RELATIONSHIP OF PARTIES**

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

Under no circumstances shall Consultant look to the City as its employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers’ compensation, and other applicable federal and state taxes.

**9. AGREEMENT ADMINISTRATOR**

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

**10. INDEMNIFICATION**

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

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

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

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

- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply whether or not any insurance policies apply to a claim, demand, damage, liability, loss, cost or expense.
- 10.7 In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 10.8 Notwithstanding any federal, state, or local policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in CalPERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

## **11. INSURANCE**

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement.
- 11.2 Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements or limits shall be available to City as an Additional Insured as provided below. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured.

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

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other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

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

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

**12. MUTUAL COOPERATION**

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

**13. CONFIDENTIALITY**

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

**14. RECORDS AND INSPECTIONS**

Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. City shall further have the right to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.



Professional Services Agreement  
(City of South Pasadena /Historic Resources Group)

**15. PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

**16. NOTICES**

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

If to City:

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

If to Consultant:

Andrea Humberger  
Historic Resources Group  
12 S. Fair Oaks Ave, Suite  
200  
Pasadena, CA 91105  
Telephone: (626) 793-2400  
x113

With courtesy copy to:

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

**17. SURVIVING COVENANTS**

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

**18. TERMINATION**

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



Professional Services Agreement  
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thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be promptly returned to City upon the termination or expiration of this Agreement.

- 17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement as provided in Section 5.2 above and as otherwise provided in this Agreement.

**18. GENERAL PROVISIONS**

- 181 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.
- 182 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 183 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).
- 184 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party to be charged with the waiver.
- 185 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.

Professional Services Agreement  
(City of South Pasadena /Historic Resources Group)

- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees expended in the action. The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and those of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on behalf of the City and Consultant.
- 18.10 Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, sex (including pregnancy, childbirth, or related medical condition), creed, national

Professional Services Agreement  
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origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training, Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

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

**“City”**  
**City of South Pasadena**

**“Consultant”**  
**Historic Resources Group**

By: \_\_\_\_\_  
Armine Chaparyan, City Manager

By: \_\_\_\_\_  
Andrea Humberger, Business Operations Principal

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

Date: June 28, 2021  
\_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Lucie Colombo, CMC, CPMC  
City Clerk

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

Approved as to form:

By \_\_\_\_\_

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



## EXHIBIT A

### SCOPE OF WORK

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

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

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

"EXHIBIT B"  
FEE SCHEDULE

Christine Lazzaretto, Managing Principal \$225/hr

John LoCascio, AIA, Principal \$200/hr

Alexandra Madsen, Senior Architectural Historian, variable, not to exceed \$150/hr

Professional Services Agreement  
(City of South Pasadena /Historic Resources Group)

**NON-COLLUSION DECLARATION**

TO BE EXECUTED BY  
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Business Operations Principal of Historic Resources Group, the party making the foregoing bid.

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Signatory



Professional Services Agreement  
(City of South Pasadena /Historic Resources Group)

**WORKERS' COMPENSATION**  
**INSURANCE CERTIFICATE**

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

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

DATE: \_\_\_\_\_

Historic Resources Group  
Contractor

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

\_\_\_\_\_  
Title

Attest:

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

\_\_\_\_\_  
Title



# City Council Agenda Report

ITEM NO. 9

**DATE:** July 7, 2020

**FROM:** Arminé Chaparyan, City Manager *Ac*

**PREPARED BY:** Joanna Hankamer, Director of Planning and Community Development

**SUBJECT:** **Interim Planning Manager Backfill Request**

## Recommendation

It is recommended that the City Council:

1. Appropriate \$36,000 from General Fund Undesignated Reserves to the Planning and Community Development Contract Services Account 101-7010-7011-8170, to provide temporary staffing to backfill staff absences; and
2. Approve a Second Amendment to a Professional Services Agreement (PSA) with Willdan Engineering for \$36,000, for a new total not to exceed amount of \$60,580, for up to six weeks of Interim Planning Manager services to backfill the Planning Manager position during an unanticipated leave of absence.

## Commission Review and Recommendation

This matter was not reviewed by a commission.

## Summary

Three recent staff vacancies in the Planning Division have created an extreme staffing shortage which is causing delays in the processing of new planning applications, has temporarily stopped progress on the backlog of planning applications, and has increased response times to general inquiries. Staff is requesting temporary backfill staffing for up to six weeks, to alleviate these delays while staff is on leave and until the Director completes the recruitment of three new full time positions recently approved by City Council.

The City Council previously approved backfill and contract staff to work alongside permanent staff to address a pre-existing backlog of 67 applications dating back to 2014. Significant progress has been made on the backlog; however, progress has temporarily stopped due to the recent staff absences and vacancies. The Director is currently reaching out to applicants on the backlog with an update regarding their applications, and will provide a presentation and verbal update to City Council during the July 7<sup>th</sup> Council meeting on the number of backlog applications processed to date and on the status of remaining backlog applications.

Staff recommends that the City Council approve the Second Amendment to the Professional Services Agreement (PSA) with Willdan Engineering (Attachment 1) to provide immediate

Interim Planning Manager services through August 18, 2021, at a cost not to exceed \$36,000, to backfill the Planning Manager position during the Planning Manager's leave of absence. These funds would be appropriated from General Fund Reserves.

**Discussion/Analysis**

Over the last two months (since mid-April), three of the Planning Division's four permanent staff have vacated their positions. Two returning staff members are on extended leave of absence, and a third part-time staff member terminated employment to pursue a full-time position with another city.

Prior to these vacancies, the Planning Division was making significant progress on processing new applications and backlog of applications because of several streamlining and support processes the City Council approved in 2020. In May 2020, the City Council approved Zoning Code Amendments through an Urgency Ordinance (and later by regular ordinance) to streamline planning application review by apportioning applications evenly across three commissions (Planning Commission, Cultural Heritage Commission and Design Review Board), shifting some authority to the Commission Chairs, and creating a new Director-level approval process. In June 2020, City Council approved PSAs with Rincon and Interwest for expedited planning services for applicants who opt to pay contract planners, under the oversight of the Planning Manager, to expedite their applications (at the applicant's expense). And, in November 2020, the City Council approved PSAs with Rincon and Sagecrest for additional contract planners to work alongside staff to process regular (non-expedited) applications, with the aim of eliminating the backlog of applications within approximately six months. However, without the oversight of application processing (expedited and non-expedited) due to the temporary absence of the Planning Manager, and due to a simultaneous shortage of contract historic preservation planners, progress on the backlog of planning applications has temporarily stopped. To address the shortage of historic preservation planners available to process expedited applications (at the applicant's expense), staff is recommending, in a separate Staff Report (see Agenda Item 10) that Council approve PSAs with two additional contract planning firms. For more information about strategies put in place to address the planning application backlog, see the November 4, 2020 Staff Report (Attachment 3).

Permanent solutions are in progress to address the planning application workload, which is anticipated to increase significantly over the next several years due to recent and future housing legislation and the recent adoption of an Inclusionary Housing Ordinance and update to the ADU Ordinance. The City Council approved a new Assistant Planner position in April 2021 and approved two new Associate Planners on June 16, 2021 with adoption of the 2021-2022 Fiscal Year Budget. Recruitment for all three positions is already underway, and the Planning Division is anticipated to be fully staffed by mid-August.

In addition to the much-needed expansion of the Planning Division's staffing, the City is in the process of procuring a permit tracking system that will improve efficiency in application-tracking; improve coordination and processing time of Planning, Building, and Public Works applications; and provide direct public access to property and application status information, improving transparency and reducing the number of inquiries. The Planning Division currently receives between 100 and 250 inquiry emails a day; and approximately 50% of the public records requests require searches for responsive documents by the department staff. A Request

for Qualifications (RFQ) for the permit tracking system was released on June 22, 2021, and proposals are due back on July 13, 2021.

**Background**

On May 10, 2021, the City Manager authorized a PSA with Willdan Engineering to provide senior-level expedited planning services, not to exceed \$8,580, to supplement the contract services being provided by Rincon and Interwest.

On June 9, 2020, to provide immediate staff support due to the unanticipated leave of absence of the City's Planning Manager through June 2021, the City Manager authorized the First Amendment to the PSA with Willdan Engineering to provide Interim Planning Manager services for three weeks, not to exceed \$16,000, for a new not-to-exceed contract amount of \$24,580. The leave of absence was not anticipated to extend beyond June; however, circumstances have changed and the Planning Manager's leave of absence may be extended for up to an additional six weeks. Therefore, staff is recommending that Council approve a Second Amendment to the PSA with Willdan to provide Interim Planning Manager services through August 18, 2021 for a total of \$36,000 and a new not-to-exceed contract amount of \$60,580.

**Legal Review**

The City Attorney has reviewed this item.

**Fiscal Impact**

The total estimated cost for providing Interim Planning Manager support through August 18, 2021 is \$36,000. These funds would be appropriated from General Fund Undesignated Reserves and re-appropriated to Planning and Community Development Contract Services Account 101-7010-7011-8170.

**Public Notification of Agenda Item**

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website.

**Attachments**

1. Second Amendment to the Professional Services Agreement (PSA) with Willdan Engineering
2. Original PSA and First Amendment to the PSA with Willdan Engineering
3. November 4, 2020 Staff Report: Planning Backfill and Backlog

# **ATTACHMENT 1**

Second Amendment, Willdan

SECOND AMENDMENT TO AGREEMENT FOR SERVICES

THIS AMENDMENT ("Amendment") is made and entered into by and between the CITY OF SOUTH PASADENA ("City") and WILLDAN ENGINEERING, INC. ("Consultant"), effective July, 7, 2021.

RECITALS

WHEREAS, on May 10, 2021 the City entered into an Agreement with Consultant to perform development project application review through the Major Project Review program in an amount not to exceed \$8,580; and

WHEREAS, on June 9, 2020, the City and Consultant amended the Agreement to increase the compensation by an additional \$16,000 to allow for Consultant to provide up to 100 hours of development project application review (1st Amendment); and

WHEREAS, given the need for additional development project application review, the parties desire to amend the Agreement to extend Consultant's services through August 18, 2021, and add an additional \$36,000 to the total compensation (2nd Amendment), resulting in a total compensation of \$60,580 for the Agreement and all Amendments.

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

1. Paragraph 3.4 "Maximum Amount" is amended to read: The highest total compensation and costs payable to Consultant by City under this Agreement, including the 1st and 2nd Amendments, is Sixty Thousand, Five Hundred and Eighty Dollars (\$60,580).

2. Paragraph 3.6 "Termination Date" is amended to read: August 18, 2021.

2. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

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

"CITY"
City of South Pasadena

"Consultant"
Willdan Engineering, Inc.

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

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

Printed: Armine' Chaparyan

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

Title: City Manager

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

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

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

**Attest:**

By: \_\_\_\_\_  
Lucie Colombo, CMC, CPMC  
City Clerk

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

**Approved as to form:**

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

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

## **ATTACHMENT 2**

Original PSA and Amendment 1, Willdan





WILLDAN  
JUNE 2021

CONTRACT # 2021-036

**CONTRACT APPROVAL COVERSHEET**

<b>Project Name:</b> Expeditious Review of Development Projects		<b>Approval Authority</b> Department Head (< \$10,000) <input type="checkbox"/>	
<b>Department:</b> Planning and Building		City Manager (< \$25,000) <input checked="" type="checkbox"/>	
		City Council (> \$25,000) <input type="checkbox"/>	
<b>Date:</b> 06/07/2021		<b>City Council Approval Date:</b> N/A	
<b>Submitted By:</b> Tamara Binns	<b>Ext:</b> 203	<b>Agenda Item #:</b> N/A	
Contract Approval Routing			
	Name	Approval	Date
Contracts Coordinator	Joanna Hankamer		06/07/2021
Department Director	Joanna Hankamer		06/07/2021
Finance Director	Elaine Aguilar		06/07/2021
City Attorney	Teresa Highsmith		06/07/2021
Purpose of Contract/Scope of Services			
<p>First amendment to Willdan contract executed May 10. On May 10, 2021 the City entered into an Agreement with Consultant to perform development project application review through the Major Project Review program, and additional "planning services including management level staff support.</p>			
Document Checklist			
<b>Insurance Requirements Met?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		<b>Additional/Special Insurance or Bond Required:</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>FPPC filing required?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Financials			
<b>Contract Amount:</b> \$24,580		<b>Contract Term (or Expiration Date):</b> May 10, 2021 – December 31, 2021	
<b>Accounts to Encumber:</b> 101-7010-7011-8080			

FIRST AMENDMENT TO  
AGREEMENT FOR SERVICES

THIS AMENDMENT ("Amendment") is made and entered into by and between the CITY OF SOUTH PASADENA ("City") and WILLDAN ENGINEERING, INC. ("Consultant").

RECITALS

WHEREAS, on May 10, 2021 the City entered into an Agreement with Consultant to perform development project application review through the Major Project Review program in an amount not to exceed \$8,580; and

WHEREAS, the City and Consultant desire to increase the compensation by an additional \$16,000 to allow for Consultant to provide up to 100 hours of development project application review.

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

1. Paragraph 3.4 "Maximum Amount" is amended to read: The highest total compensation and costs payable to Consultant by City under this Agreement is Twenty-Four Thousand, Five Hundred and Eighty Dollars (\$24,580).

2. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

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

"CITY"  
City of South Pasadena  
By: Armine Chaparyan  
Signature

Printed: Arminé Chaparyan  
Title: City Manager  
Date: 6/9/2021

"Consultant"  
Willdan Engineering, Inc.  
By: Salvador Lopez  
Signature

Printed: Salvador Lopez  
Title: Director of Planning  
Date: 6/7/2021

Attest: Lucie Colombo  
By: Lucie Colombo, CMC, CPMC  
City Clerk  
Date: 6/14/2021

Approved as to form:

By: Teresa Highsmith  
Teresa L. Highsmith, City Attorney

Date: 6/9/2021

**Note: The Willdan 1<sup>st</sup>  
Amendment is contract #  
2021-036.**

The original contract signed  
May 10, 2021 does not have a  
contract # because it was under  
the signing authority of the  
Planning Director.



Wildan Engineering, Inc.

MAY/2021

**CONTRACT APPROVAL COVERSHEET**

<b>Project Name:</b> Expeditious Review for Development Projects		<b>Approval Authority</b> Department Head (< \$10,000) <input checked="" type="checkbox"/>	
<b>Department:</b> Planning and Building		City Manager (< \$25,000 ) <input type="checkbox"/>	
		City Council (> \$25,000)	
<b>Date:</b> May 10, 2021		<b>City Council Approval Date:</b> N/A - Director Approval	
<b>Submitted By:</b> Joanna Hankamer	<b>Ext:</b> 222	<b>Agenda Item #:</b>	
<b>Contract Approval Routing</b>			
	<b>Name</b>	<b>Approval (Initials)</b>	<b>Date</b>
Contracts Coordinator	Joanna Hankamer	JH	5/10/2021
Department Director	Joanna Hankamer	DS El	5/10/2021
Finance Director	Elaine Aguilar		5/12/2021
City Attorney	Teresa Highsmith	TH	5/10/2021
<b>Purpose of Contract/Scope of Services</b>			
Wildan Engineering, Incorporated will provide expeditious reviews for the Planning and Community Development department on an as needed basis per project. Fiscal Impact: No impact to the City's general fund because the applicant will be responsible to reimburse the City for the costs of using a contract planner. The City will not bear any costs associated with Major Project Reviews			
<b>Document Checklist</b>			
<b>Insurance Requirements Met?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		<b>Additional/Special Insurance or Bond Required:</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
<b>Financials</b>			
<b>Contract Amount:</b> 8,580.00		<b>Contract Term:</b> May 10, 2021 - December 31, 2021	
<b>Accounts to Encumber:</b> 101-7010-7011-8180			

**PROFESSIONAL SERVICES AGREEMENT  
FOR CONSULTANT SERVICES**

**(City of South Pasadena / Wildan Engineering, 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 Wildan Engineering, Incorporated ("Consultant").

**2. RECITALS**

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

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

**3. DEFINITIONS**

- 3.1. "Scope of Services": Such professional services as are set forth in Consultant's Scope of Work attached hereto as "Exhibit A" and incorporated herein by this reference.
- 3.2. "Agreement Administrator": The Agreement Administrator for this project is Joanna Hankamer. 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 eight thousand five hundred eighty Dollars (\$8,580).
- 3.5. **“Commencement Date”:** May 10, 2021.
- 3.6. **“Termination Date”:** December 31, 2021

#### **4. TERM**

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

#### **5. CONSULTANT’S DUTIES**

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

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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. Salvador Lopez 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

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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: Expedited Major Project Review
  - 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,  
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\$4,000,000 aggregate

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

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

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

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

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

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prepared, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

**If to City**

Joanna Hankamer  
City of South Pasadena  
Planning & Community Development  
1414 Mission Street  
South Pasadena, CA 91030  
Telephone: (626) 403-7240  
Facsimile: (626) 403-7241

**If to Consultant**

Salvador Lopez  
13191 Crossroads Parkway North  
Suite 405  
Industry, CA 91746  
slopez@willdan.com  
direct: 562/364-7600  
cell: 626 831-1133

With courtesy copy to:

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

**15. SURVIVING COVENANTS**

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

**16. TERMINATION**

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



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

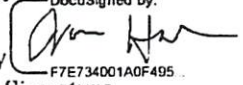
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- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. 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.

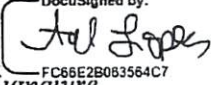
**TO EFFECTUATE THIS AGREEMENT,** the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"  
City of South Pasadena  
DocuSigned by:  
By:   
F7E734001A0F495...  
Signature

Printed: Joanna Hankamer

Title: Director, Planning & Community Development

Date: 5/11/2021

"Consultant"  
Wildan Engineering Inc  
DocuSigned by:  
By:   
FC66E2B083564C7  
Signature

Printed: Salvador Lopez

Title: Director of Planning

Date: 5/11/2021

**Attest:**

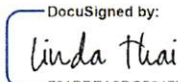
Professional Services Agreement – Consultant Services  
Page 14 of 15

Approved For Use 11/15/16

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Armine Chaparyan, City Manager

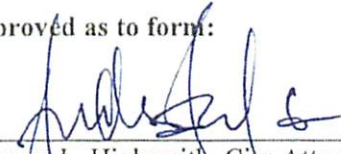
6/14/2021

City of South Pasadena

DocuSigned by:  
  
By: 781DBEA3DC52477

Linda Thai, Deputy City Clerk  
Date: 5/12/2021

Approved as to form:

  
By: \_\_\_\_\_  
Teresa L. Highsmith, City Attorney  
Date: 5/10/21

## **ATTACHMENT 3**

November 4, 2020 Staff Report:  
Planning Backfill and Backlog



# City Council Agenda Report

ITEM NO. \_\_\_\_\_

**DATE:** November 4, 2020

**FROM:** Sean Joyce, Interim City Manager

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

**SUBJECT:** **Planning Backlog of Projects and Request for Enhancement and Backfill Resources**

## Recommendation

It is recommended that the City Council:

1. Receive an update regarding the backlog of planning applications; and
2. Allocate \$186,400 from General Fund Reserves to provide temporary, additional staffing assistance to process the backlog of planning applications for approximately six months; and to provide temporary staffing to backfill the position of the Long Range Planning and Economic Development Division Manager during an extended absence of approximately four months; and
3. Approve a Professional Services Agreement (PSA) with [firm to be determined] in an amount not to exceed \$120,000 for up to six months for enhancement services to address the planning application backlog; and
4. Delegate to the Interim City Manager the approval of an Employment Agreement with CalPERS annuitant Elizabeth Bar-El in an amount not to exceed \$57,950 to provide backfill temporary planning services for four months during the leave of the Planning Manager.

## Commission Review and Recommendation

This matter was not reviewed by a commission.

## Executive Summary

Staff requests that City Council approve temporary planning enhancement services for the Planning Division for up to six (6) months and temporary staff backfill support for the Long Range Planning and Economic Development Division for four (4) months. The total estimated cost for supporting both divisions in the Planning and Community Development Department is \$186,400. These funds would be appropriated from General Fund Reserves.

For the Planning Division, staff requests Council approve temporary enhancement services including one full-time contract senior planner (or two part-time contract senior planners) for up

to six months to address the backlog of planning applications. The contract senior planner(s) would be selected based on professional expertise and familiarity with the City’s Zoning Code to work alongside current planning staff to support the Planning Commission, Cultural Heritage Commission, and Design Review Board in processing a backlog of planning applications. Proposed services include administering land use and development regulations; and processing land use permits.

For the Long Range Planning and Economic Development Division, staff requests Council approve one contract planning manager to assist with the Housing Element Update (including an Inclusionary Housing Ordinance and Accessory Dwelling Unit Ordinance update), General Plan Update, draft Downtown Specific Plan and the Al Fresco Program while the Division Manager is on leave for four (4) months. Staff recommends CalPERS annuitant Elizabeth Bar-El for this temporary position based on her expertise in long range planning, including housing element updates, for a duration not to exceed 960 hours for four (4) months.

**Discussion/Analysis**

Current Planning

The Planning Division has been making progress processing a backlog of planning applications from 2014 -2019 that resulted from two years of staff turnover. As of January 1, 2020, there was a backlog of 84 planning applications. Based on 86 completed applications and 69 new applications in 2020, the current backlog is 67 applications. Staff anticipates it will take up to six (6) months to eliminate the backlog.

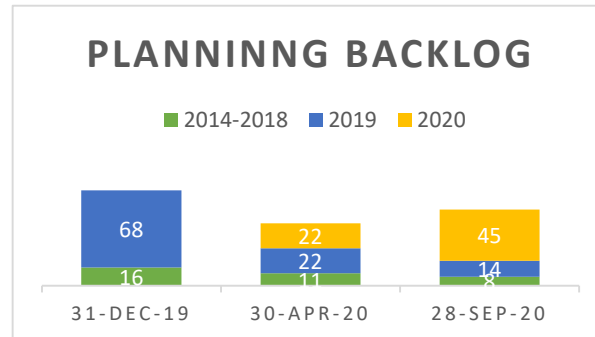
The current staffing allocated to respond to inquiries and process the backlog and new planning applications consists of four staff planners: two full-time professional planners (Planning Manager and Associate Planner) and two part-time planning technicians (Interns); and the Department Director. The Department Administrative Secretary also provides some clerical support to the planners.

Since January 1, 2020, planning staff has received an additional 69 planning applications and has completed 86 planning applications (leaving a current backlog of 67 applications), not including Chair reviews or administrative processing of accessory dwelling unit applications. Processing of applications include preparing applications for completeness, conducting code research and analysis, and facilitating project development by the applicant in preparation for public hearing, culminating typically in discretionary decisions by the Planning Commission, Cultural Heritage Commission, or Design Review Board.

Applications		Completed	Pending
Backlog: As of Dec. 31, 2019	84	<b>86</b>	<b>67</b>
New: Jan 1, 2020 to Sept. 28, 2020	69		
<b>Total</b>	<b>153</b>		

*Backlog Progress*

Of the remaining 67 projects in the backlogs, the 2014-2018 projects decreased by 50% and the 2019 projects decreased by 79%.



New projects submitted in 2020 are awaiting staff review or being reviewed by the City's on-call consultants (Rincon, Interwest, and MIG) available through the City's Major Project Review process. Of the 69 applications filed in 2020, 21 of those applications are processed by the on-call consultants. More discussion of this process is provided in the Contract Planning section below.

*Complex Projects*

Of the completed backlog projects, current staff completed four complex projects with application dates as far back as 2017.

- Mission Bell Mixed Use Project, filed in 2017.
  - Cultural Heritage Commission review in October 2019.
  - Planning Commission approval in February 2020.
  - City Council review on appeal in May 2020.
- Rollin Historic District, filed in 2018.
  - Cultural Heritage Commission Review in April 2020.
  - City Council designation in June 2020.
- 625 Fair Oaks Senior Housing Project, filed in 2018.
  - Planning Commission approval in April 2020.
- Moffatt Street Extension, filed in 2018.
  - Planning Commission approval in August 2020.
  - City Council review on appeal in October 2020, continued to November 2020.

A fifth major development project, Seven Patios (filed in 2018) is anticipated to be completed by end of 2020. This project is scheduled for Planning Commission consideration in November 2020.

Staff is also working with two development teams on the School District Office site and the Carrows site to create desirable projects that will help activate the pedestrian realm in our



downtown core and help meet our affordable housing needs. These two applications are in early design stages.

### *Processing Improvements*

While making progress on the backlog and new applications, staff has been improving the quality of work and consistency of project review by implementing these three approaches: (1) early design review, (2) detail staff analysis report, and (3) review Chair Review submittal.

Current staff has been working with applicants on early design review to ensure that projects comply with development and design standards prior to presenting the projects to the commission or board. This process takes more time to prepare a project for commission/board consideration, but the resulting projects are more consistent with community standards for design and neighborhood consistency regarding maintaining or improving the character of existing neighborhoods.

In addition to working with applicants on improving project designs prior to commission/board consideration, staff is also providing a detailed staff analysis report. The detailed staff report assists the commissions in understanding a project's compliance with the General Plan polices/goals, development standards, design guidelines, and state standards for rehabilitation of historic properties.

Staff is continuously working to improve the early design review process and content of staff reports to help maintain consistency in decision-making for the three discretionary authorities, the Planning Commission, the Cultural Heritage Commission, and the Design Review Board.

In addition to supporting the commissions, staff is also supporting the Chair Review process by conducting a staff review of small additions or modifications that qualify for a Chair Review. Chair Reviews for historic preservation were previously conducted without staff's review, creating potential inconsistencies as commission/board chairs are appointed year to year. This new process also takes more staff time in processing the backlog, but it provides important consistency in approvals.

### *Contract Planning*

To aid in the streamlining of planning applications, in January 2020 City Council adopted a Major Project Review Ordinance to provide contract planning services for new major projects or additional projects at the discretion of the Planning and Community Development Director. Since its adoption, staff has applied the Major Projects Review to two new major project Pre-Applications and to 21 new projects (30% of new applications) whose applicants have opted to pay for expedited application processing with contract planners. The cost to the applicant is approximately three times that of the City's application fees, yet 30% of new applicants have opted to expedite their applications rather than waiting until staff can address their applications in order of receipt. If City Council approves the enhanced services to eliminate the backlog over the next six (6) months, the need for this expedited application processing will be alleviated; however, staff recommends continuing to provide this option for expedited contract services until the backlog has been eliminated.

*Zoning Code Amendment to Streamline Projects*

To further streamline project applications, in May 2020 City Council adopted by urgency ordinance a series of zone code amendments including code clarifications and streamlining measures that would result in time and cost savings to provide immediate financial relief to applicants and to the City during the pandemic. The zone code amendments shifted discretionary approval authority and workload more evenly among the three commissions; shifted simpler project reviews to the chair; and created a minor director-level project review for small changes to properties that are not visible to the street. After further review of the zone code amendments by the Planning Commission, Cultural Heritage Commission and Design Review Board, in October 2020 City Council adopted an updated ordinance.

Overall, while these policy changes have provided for additional project streamlining, the influx of planning inquiries and applications, including during the pandemic, have delayed making significant progress on the backlog of planning applications from 2014 - 2019. Based on projections, the number of applications for 2020 will exceed 2019 by about 10%, and inquiries to planning, not necessarily resulting in applications, more than doubled during the pandemic.

*Other Planning Tasks*

In addition to processing the backlogs of projects, staff are also handling mandatory Planning tasks that shift staff's attention from processing the projects in the backlog. For example, these tasks include, reviewing permit plans to ensure consistency with the commission/board's approval, implementing and enforcing conditions of approval, reviewing Chair Review applications, maintaining records for compliance with the Certified Local Government for historic preservation requirements, verifying compliance with Mills Act contracts, responding to property information requests and public records requests, and annual reports to the State.

Long Range Planning

For the Long Range Planning and Economic Development Division, the Planning Manager will be on leave for approximately four (4) months starting in December 2020. Staff is requesting temporary staffing to provide support in long range planning during this time to assist with the Housing Element Update (including an Inclusionary Housing Ordinance and Accessory Dwelling Unit Ordinance update), General Plan Update, draft Downtown Specific Plan and the Al Fresco Program. These planning efforts are time sensitive and currently underway.

Staff recommends CalPERS Annuitant Elizabeth Bar-El for this temporary position based on her expertise in long range planning, including housing element updates, for a duration not to exceed 960 hours for four (4) months. Government Code Section 21224(a) permits the City to retain an annuitant's services because they have specialized skills needed in performing work of a limited duration. The temporary staffing position satisfies this requirement. There are no benefits provided for these positions, other than required Medicare costs.

**Enhancement Resources Request**

Applicants waiting in the backlog are understandably frustrated with the long delay, and new applicants are frustrated that with the additional cost to expedite their projects through the Major Project contract services process. To enhance customer service, staff is requesting additional resources to help staff process the backlog. Such immediate help is requested as follows:

- Planning support for six (6) months to assist with the backlog, which is estimated to cost approximately \$120,000.

Staff is requesting the City Council to take the following action:

1. Allocate \$120,000 from General Fund Reserves to provide temporary, additional staffing assistance to process the backlog of planning applications for approximately six months; and
2. Approve a Professional Services Agreement (PSA) with [firm to be determined] in an amount not to exceed \$120,000 for up to six months; and

A Request for Proposals (RFPs) has been released and a qualified firm to provide the planning support for the backlog will be selected on Tuesday, November 3, 2020 for City Council's consideration. Once a firm is selected, staff will provide an Additional Document with a PSA contract to the Council prior to the November 4, 2020 meeting.

**Backfill Resources Request**

Much of the Long Range Planning and Economic Development Division's workload is prescribed by compliance with state law regarding timelines for updating local plans such as the City's Housing Element (every eight years) and its General Plan. Both of these planning efforts are underway and are coordinated with one another. The Housing Element Update has a state mandated deadline of October 15, 2021. The temporary staff support services that are proposed to backfill the Long Range Planning Manager's position while she is on leave are critical to the City maintaining its progress and meeting this deadline. This time sensitive support is requested as follows:

- Planning support for four (4) months to provide temporary staffing to backfill the Manager position, which is estimated to cost approximately \$66,400 including required Medicare contribution costs.

Staff is requesting the City Council to take the following action:

1. Allocate \$66,400 from General Fund Reserves to provide temporary staffing to backfill the position of the Long Range Planning and Economic Development Division Manager during an extended absence of four (4) months; and
2. Delegate to the Interim City Manager the approval of an Employment Agreement with CalPERS annuitant, Elizabeth Bar-El, in an amount not to exceed \$57,950 to provide backfill temporary planning services for four months during the leave of the Planning Manager.

**Legal Review**

The City Attorney has reviewed this item.

**Fiscal Impact**

The total estimated cost for providing support to both divisions in the Planning and Community Development Department is \$186,400. These funds would be appropriated from General Fund Reserves.

**Public Notification of Agenda Item**

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website.

**Attachments**

1. Professional Services Agreement (PSA) with [firm to be determined] in an amount not to exceed \$120,000 for up to six months will be provided as an Additional Document prior to the November 4, 2020 Council meeting
2. Temporary Employment Agreement with PERS Annuitant Elizabeth Bar-El in an amount not to exceed \$57,950 for four months will be provided as an Additional Document prior to the November 4, 2020 Council meeting



# City Council Agenda Report

ITEM NO. 10

**DATE:** July 7, 2021

**FROM:** Arminé Chaparyan, City Manager *Ac*

**PREPARED BY:** Joanna Hankamer, Planning and Community Development Director

**SUBJECT:** **Authorize two Professional Services Agreements with 1) Transtech Engineers, Inc. and 2) Willdan Engineering, Inc to provide on-call Code Enforcement Services in the amount not to exceed \$36,000 per firm, for a total not to exceed amount of \$72,000**

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## Recommendation

It is recommended that the City Council authorize the City Manager to execute the Professional Services Agreements (PSAs) with two on-call engineering firms:

- 1) Transtech Engineers, Inc. and
- 2) Willdan Engineering, Inc. to assist with backfill code enforcement services during the recruitment for a full time Community Improvement Coordinator, in the amount not-to-exceed \$36,000 per firm, for a total budgeted amount of \$72,000. Backfill services will be coordinated between the two firms such that services will not exceed 40 hours per week, for up to six months.

## Commission Review and Recommendation

This matter was not reviewed by a commission.

## Discussion/Analysis

The Community Improvement Coordinator position, responsible for code enforcement, is being vacated in July 2021. Recruitment for the position is anticipated to take between three and six months. Code enforcement duties include reviewing planning approvals, building plans and performing property inspections for code compliance; and working with residents and businesses to achieve conformance to the Municipal Code. To continue to provide sufficient code enforcement services and ensure a smooth transition, staff recommends PSAs with two firms, Trantech Engineers and Willdan Engineering. Depending on the availability of backfill staff and the desired schedule for services, which may include Fridays and/or some weekend days, part-time backfill staff will be coordinated between the two firms such that services will not exceed 40 hours per week, for up to six months. The City will begin recruitment to fill the permanent Community Improvement Coordinator position immediately.

## Legal Review

The City Attorney has reviewed this item.

Professional Services Agreements with Transtech Engineers, Inc. and Willdan Engineering Inc.  
for Code Enforcement Services  
July 7, 2021  
Page 2 of 2

**Fiscal Impact**

There is no impact to the City's general fund because there is adequate savings in the Planning and Community Development full-time Salaries Account 101-7010-7011-7000 to fund the Temporary/Part-time Staffing (Account 101-7010-7011-7010) through a Budget Transfer.

**Public Notification of Agenda Item**

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

**Attachments:**

1. Professional Services Agreement - Transtech Engineers, Inc.
2. Professional Services Agreement - Willdan Engineering, Inc.

# **ATTACHMENT 1**

## **Professional Services Agreement, Transtech**

Professional Services Agreement  
(City of South Pasadena / Transtech Engineers, Inc.)

**PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES**  
(City of South Pasadena / Transtech Engineers, Inc.)

**1. IDENTIFICATION**

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

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: **code enforcement services**.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

**3. DEFINITIONS**

- 3.1 “Scope of Services” means such professional services as are set forth in the written Scope of Services attached hereto as “Exhibit A” and fully incorporated herein by this reference.
- 3.2 “Approved Fee Schedule” means such compensation rates as are set forth in the fee schedule attached hereto as “Exhibit B” and fully incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.3 “Commencement Date” means July 8, 2021.
- 3.4 “Termination Date” means January 8, 2022.
- 3.5 “City Agreement Administrator” means Joanna Hankamer, Director of Planning and Community Development.
- 3.6 “Consultant Project Administrator” means Ayla Jefferson and/or Dennis Tarango.



Professional Services Agreement  
(City of South Pasadena / Transtech Engineers, Inc.)

**4. TERM**

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

**5. CONSULTANT’S SERVICES**

- 5.1 Time is of the essence in Consultant’s performance of services under this Agreement.
- 5.2 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of thirty six thousand dollars (\$36,000.00) unless specifically approved in advance and in writing by City. Consultant shall notify the City Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the maximum amount payable above. Consultant shall concurrently inform the City Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the maximum amount payable above.
- 5.3 Consultant shall perform all work to the highest standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.4 Consultant represents that it has advised City in writing prior to the date of signing this Agreement of any known relationships with third parties, City Council Members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.
- 5.5 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the

Professional Services Agreement  
(City of South Pasadena / Transtech Engineers, Inc.)

Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.

- 5.6 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Ayla Jefferson and/or Dennis Tarango shall be the Consultant Project Administrator(s) and shall have direct responsibility for management of Consultant's performance under this Agreement. No other person shall serve as Consultant Project Administrator without City's prior written consent.
- 5.7 This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 5.8 Consultant shall be responsible to City for all services to be performed under this Agreement. All subconsultants shall be approved by the City Agreement Administrator and their billing rates identified in the Approved Fee Schedule, Exhibit B. City shall pay Consultant for work performed by its subconsultants (including labor) only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subconsultants performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subconsultants.
- 5.9 Consultant shall notify the City Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.
- 5.10 This Agreement is subject to prevailing wage law, for all work performed under the Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Consultant acknowledges that prevailing wage determinations are available for the performance of inspection and survey work.

Professional Services Agreement  
(City of South Pasadena / Transtech Engineers, Inc.)

**6. COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Approved Fee Schedule in full satisfaction for such services.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for services performed pursuant to this Agreement. Each invoice shall identify the maximum amount payable above, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall include a copy of each subconsultant invoice for which reimbursement is sought in the invoice.
- 6.3 The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 6.4 Payments for any services requested by City and not included in the Scope of Services may be made to Consultant by City on a time-and-materials basis pursuant to the Approved Fee Schedule and without amendment of this Agreement, so long as such payment does not cause the maximum amount payable above to be exceeded.

**7. OWNERSHIP OF WRITTEN PRODUCTS**

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

**8. RELATIONSHIP OF PARTIES**

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

Professional Services Agreement  
(City of South Pasadena / Transtech Engineers, Inc.)

Under no circumstances shall Consultant look to the City as its employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation, and other applicable federal and state taxes.

**9. AGREEMENT ADMINISTRATOR**

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

**10. INDEMNIFICATION**

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the parties intend the provisions of this indemnity provision to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other expenses of litigation. Consultant shall not be

Professional Services Agreement  
(City of South Pasadena / Transtech Engineers, Inc.)

entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 of this Agreement and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 of this Agreement are not limited by the provisions of any workers' compensation or similar statute. Consultant expressly waives its statutory immunity under such statutes as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in Section 10 of this Agreement from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others, Consultant agrees to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply whether or not any insurance policies apply to a claim, demand, damage, liability, loss, cost or expense.
- 10.7 In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Professional Services Agreement  
(City of South Pasadena / Transtech Engineers, Inc.)

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

## 11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement.
- 11.2 Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements or limits shall be available to City as an Additional Insured as provided below. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured.
- 11.3 Insurance required under this Agreement shall be of the types set forth below, with minimum coverage as described:
- 11.3.1 Comprehensive General Liability Insurance with coverage limits of not less than Two Million Dollars (\$2,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 11.3.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 11.3.3 Worker's Compensation insurance if and as required by the laws of the State of California.
- 11.3.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).

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- 11.4 Consultant shall require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement provided however, that the City Agreement Administrator may waive the provision of Errors and Omissions Insurance by subconsultants in his or her sole discretion.
- 11.5 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.6 Consultant agrees that if it does not keep the insurance coverages required by this Agreement in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant's expense.
- 11.7 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the required coverages are in effect and naming City and its officers, employees, agents and volunteers as Additional Insureds. Prior to commencement of work under this Agreement, Consultant shall file with City's Risk Manager such certificate(s) and Forms CG 20 10 07 04 and CG 20 37 07 04 or the substantial equivalent showing City as an Additional Insured.
- 11.8 Consultant shall provide proof that policies of insurance required by this Agreement expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.9 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as Additional Insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.10 The insurance provided by Consultant shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.11 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving

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the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

- 11.12 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.13 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.
- 11.14 Consultant may be self-insured under the terms of this Agreement only with express written approval from the City.
  - 11.14.1 All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability.
  - 11.14.2 Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.
- 11.15 City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

## **12. MUTUAL COOPERATION**

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

## **13. CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure



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is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

#### **14. RECORDS AND INSPECTIONS**

Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. City shall further have the right to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

#### **15. PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

#### **16. NOTICES**

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

If to City:

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

If to Consultant:

Ayla Jefferson/Dennis Tarango  
Transtech Engineers, Inc.  
13367 Benson Avenue  
Chino, CA 91710  
Telephone: 909-595-8599  
Facsimile: 909-595-8896

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With courtesy copy to:

Teresa L. Highsmith, City Attorney  
Colantuono, Highsmith & Whatley, PC  
790 E. Colorado Blvd, Suite 8500  
Pasadena, California 91101  
Telephone: (213) 542-5700  
Facsimile: (213) 542-5710

**17. SURVIVING COVENANTS**

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

**18. TERMINATION**

- 17.1. City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be promptly returned to City upon the termination or expiration of this Agreement.
- 17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement as provided in Section 5.2 above and as otherwise provided in this Agreement.

**18. GENERAL PROVISIONS**

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed,

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religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party to be charged with the waiver.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees expended in the action. The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or

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unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.

18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and those of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on behalf of the City and Consultant.

18.10 Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training, Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

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

**“City”**

**“Consultant”**

**Transtech Engineers, Inc.**

By \_\_\_\_\_

By: \_\_\_\_\_  
*[insert name], insert title]*

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

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

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Attest:

By \_\_\_\_\_  
Lucie Colombo, CMC, CPMC  
City Clerk

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

Approved as to form:

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

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

## “EXHIBIT A” SCOPE OF WORK

### City of South Pasadena

#### **Contract Inspection Services**

The project shall consist of Transtech staff coordinating with the City of South Pasadena Planning & Building Department to provide Code Compliance staff to the City. Transtech staff shall conduct all inspections and re-inspections of properties as assigned and will identify and enforce all violations of City’s municipal code, ordinances, laws and all applicable statutes. Personnel shall issue notifications, letters, citations and warrants when necessary to achieve compliance. Staff will be required to document all complaints received, inspections conducted through photos, notes and correspondences. In addition to the services mentioned above, Transtech employees would provide the following to the City (this is not intended to be a comprehensive list):

- Investigate complaints from the public and staff regarding violations of the municipal codes, ordinances, standards and health and safety regulations.
- Initiate contact with residents, business representatives, and other parties to explain the nature of the violations and encourage compliance with municipal codes, zoning and land use ordinances, and community standards.
- Prepare notices of violation for non-compliance according to applicable codes and regulations.
- Prepare reports for cases requiring legal action or civil abatement.
- When required, meet with legal counsel and provides testimony on criminal cases.
- Maintain records of complaints, inspections, violation notices and other field enforcement activities.
- Coordinate with City departments on cases as they relate to code enforcement.

“EXHIBIT A”  
SCOPE OF WORK

The Transtech rate for code compliance services is \$68.00 dollars an hour for the personnel assigned to perform code compliance services.

“EXHIBIT B”  
APPROVED FEE SCHEDULE



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 (City of South Pasadena / [Company or Individual])

**NON-COLLUSION DECLARATION**

TO BE EXECUTED BY  
 BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

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

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

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

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Printed Name of Signatory

Professional Services Agreement  
(City of South Pasadena / [Company or Individual])

**WORKERS' COMPENSATION**  
**INSURANCE CERTIFICATE**

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

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

DATE: \_\_\_\_\_

\_\_\_\_\_  
Contractor

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Attest:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## **ATTACHMENT 2**

### Professional Services Agreement, Willdan

Professional Services Agreement  
(City of South Pasadena / Willdan Engineering, Inc.)

**PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES**  
(City of South Pasadena / Willdan Engineering, Inc.)

**1. IDENTIFICATION**

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

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: **code enforcement services**.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

**3. DEFINITIONS**

- 3.1 “Scope of Services” means such professional services as are set forth in the written Scope of Services attached hereto as “Exhibit A” and fully incorporated herein by this reference.
- 3.2 “Approved Fee Schedule” means such compensation rates as are set forth in the fee schedule attached hereto as “Exhibit B” and fully incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.3 “Commencement Date” means July 8, 2021.
- 3.4 “Termination Date” means January 8, 2022.
- 3.5 “City Agreement Administrator” means Joanna Hankamer, Director of Planning and Community Development.
- 3.6 “Consultant Project Administrator” means Al Brady.

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**4. TERM**

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

**5. CONSULTANT’S SERVICES**

- 5.1 Time is of the essence in Consultant’s performance of services under this Agreement.
- 5.2 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of thirty six thousand dollars (\$36,000.00) unless specifically approved in advance and in writing by City. Consultant shall notify the City Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the maximum amount payable above. Consultant shall concurrently inform the City Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the maximum amount payable above.
- 5.3 Consultant shall perform all work to the highest standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.4 Consultant represents that it has advised City in writing prior to the date of signing this Agreement of any known relationships with third parties, City Council Members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.
- 5.5 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the

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Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.

- 5.6 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Al Brady** shall be the Consultant Project Administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No other person shall serve as Consultant Project Administrator without City's prior written consent.
- 5.7 This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 5.8 Consultant shall be responsible to City for all services to be performed under this Agreement. All subconsultants shall be approved by the City Agreement Administrator and their billing rates identified in the Approved Fee Schedule, Exhibit B. City shall pay Consultant for work performed by its subconsultants (including labor) only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subconsultants performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subconsultants.
- 5.9 Consultant shall notify the City Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.
- 5.10 This Agreement is subject to prevailing wage law, for all work performed under the Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Consultant acknowledges that prevailing wage determinations are available for the performance of inspection and survey work.

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**6. COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Approved Fee Schedule in full satisfaction for such services.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for services performed pursuant to this Agreement. Each invoice shall identify the maximum amount payable above, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall include a copy of each subconsultant invoice for which reimbursement is sought in the invoice.
- 6.3 The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 6.4 Payments for any services requested by City and not included in the Scope of Services may be made to Consultant by City on a time-and-materials basis pursuant to the Approved Fee Schedule and without amendment of this Agreement, so long as such payment does not cause the maximum amount payable above to be exceeded.

**7. OWNERSHIP OF WRITTEN PRODUCTS**

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

**8. RELATIONSHIP OF PARTIES**

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

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Under no circumstances shall Consultant look to the City as its employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation, and other applicable federal and state taxes.

**9. AGREEMENT ADMINISTRATOR**

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

**10. INDEMNIFICATION**

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the parties intend the provisions of this indemnity provision to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other expenses of litigation. Consultant shall not be



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entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 of this Agreement and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 of this Agreement are not limited by the provisions of any workers' compensation or similar statute. Consultant expressly waives its statutory immunity under such statutes as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in Section 10 of this Agreement from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others, Consultant agrees to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply whether or not any insurance policies apply to a claim, demand, damage, liability, loss, cost or expense.
- 10.7 In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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(City of South Pasadena / Willdan Engineering, Inc.)

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

## 11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement.
- 11.2 Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements or limits shall be available to City as an Additional Insured as provided below. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured.
- 11.3 Insurance required under this Agreement shall be of the types set forth below, with minimum coverage as described:
- 11.3.1 Comprehensive General Liability Insurance with coverage limits of not less than Two Million Dollars (\$2,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 11.3.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 11.3.3 Worker's Compensation insurance if and as required by the laws of the State of California.
- 11.3.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).

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- 11.4 Consultant shall require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement provided however, that the City Agreement Administrator may waive the provision of Errors and Omissions Insurance by subconsultants in his or her sole discretion.
- 11.5 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.6 Consultant agrees that if it does not keep the insurance coverages required by this Agreement in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant's expense.
- 11.7 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the required coverages are in effect and naming City and its officers, employees, agents and volunteers as Additional Insureds. Prior to commencement of work under this Agreement, Consultant shall file with City's Risk Manager such certificate(s) and Forms CG 20 10 07 04 and CG 20 37 07 04 or the substantial equivalent showing City as an Additional Insured.
- 11.8 Consultant shall provide proof that policies of insurance required by this Agreement expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.9 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as Additional Insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.10 The insurance provided by Consultant shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.11 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving

Professional Services Agreement  
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the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

- 11.12 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.13 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.
- 11.14 Consultant may be self-insured under the terms of this Agreement only with express written approval from the City.
- 11.14.1 All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability.
- 11.14.2 Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.
- 11.15 City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

## **12. MUTUAL COOPERATION**

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

## **13. CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure

Professional Services Agreement  
(City of South Pasadena / Willdan Engineering, Inc.)

is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

#### **14. RECORDS AND INSPECTIONS**

Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. City shall further have the right to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

#### **15. PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

#### **16. NOTICES**

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

If to City:

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

If to Consultant:

Al Brady  
Willdan Engineering, Inc.  
13191 Crossroads Parkway North  
Suite 405  
Industry, CA 91746-3443  
Telephone: 951-454-3539  
Telephone: 562-908-6200  
Facsimile: 562-695-2120

Professional Services Agreement  
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With courtesy copy to:

Teresa L. Highsmith, City Attorney  
Colantuono, Highsmith & Whatley, PC  
790 E. Colorado Blvd, Suite 8500  
Pasadena, California 91101  
Telephone: (213) 542-5700  
Facsimile: (213) 542-5710

**17. SURVIVING COVENANTS**

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

**18. TERMINATION**

- 17.1. City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be promptly returned to City upon the termination or expiration of this Agreement.
- 17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement as provided in Section 5.2 above and as otherwise provided in this Agreement.

Professional Services Agreement  
(City of South Pasadena / Willdan Engineering, Inc.)

**18. GENERAL PROVISIONS**

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party to be charged with the waiver.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees expended in the action. The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los

Professional Services Agreement  
(City of South Pasadena / Willdan Engineering, Inc.)

Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and those of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on behalf of the City and Consultant.
- 18.10 Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.



Professional Services Agreement  
(City of South Pasadena / Willdan Engineering, Inc.)

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

**“City”**

**“Consultant”**

**Willdan Engineering, Inc.**

By \_\_\_\_\_

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

*[insert name], insert title]*

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

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

Attest:

By \_\_\_\_\_

Lucie Colombo, CMC, CPMC

City Clerk

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

Approved as to form:

By \_\_\_\_\_

Teresa L. Highsmith, City Attorney

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

“EXHIBIT A”  
SCOPE OF WORK

## City of South Pasadena

### **Contract Inspection Services**

The project shall consist of Willdan staff coordinating with the City of South Pasadena Planning & Building Department to provide Code Compliance staff to the City. Willdan staff shall conduct all inspections and re-inspections of properties as assigned and will identify and enforce all violations of City’s municipal code, ordinances, laws and all applicable statutes. Personnel shall issue notifications, letters, citations and warrants when necessary to achieve compliance. Staff will be required to document all complaints received, inspections conducted through photos, notes and correspondences. In addition to the services mentioned above, Willdan employees would provide the following to the City (this is not intended to be a comprehensive list):

- Investigate complaints from the public and staff regarding violations of the municipal codes, ordinances, standards and health and safety regulations.
- Initiate contact with residents, business representatives, and other parties to explain the nature of the violations and encourage compliance with municipal codes, zoning and land use ordinances, and community standards.
- Prepare notices of violation for non-compliance according to applicable codes and regulations.
- Prepare reports for cases requiring legal action or civil abatement.
- When required, meet with legal counsel and provides testimony on criminal cases.
- Maintain records of complaints, inspections, violation notices and other field enforcement activities.
- Coordinate with City departments on cases as they relate to code enforcement.

**“EXHIBIT B”  
APPROVED FEE SCHEDULE**

The Willdan rate for code compliance services is \$65.00 dollars an hour for the personnel assigned to perform code compliance services.

Professional Services Agreement  
 (City of South Pasadena / [Company or Individual])

**NON-COLLUSION DECLARATION**

TO BE EXECUTED BY  
 BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

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

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

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

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Printed Name of Signatory

Professional Services Agreement  
(City of South Pasadena / [Company or Individual])

**WORKERS' COMPENSATION**  
**INSURANCE CERTIFICATE**

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

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

DATE: \_\_\_\_\_

\_\_\_\_\_  
Contractor

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Attest:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



# City Council Agenda Report

ITEM NO. <u>11</u>
--------------------

**DATE:** July 7, 2021

**FROM:** Arminé Chaparyan, City Manager *AC*

**PREPARED BY:** Shahid Abbas, Public Works Director  
Ted Gerber, Deputy Public Works Director  
Anteneh Tesfaye, Water Operations Manager

**SUBJECT:** **Acceptance of Project Completion and Authorization to File a Notice of Completion for Graves Reservoir Replacement Project and Authorization to Release Retention Payment to Pacific Hydrotech Corporation in the Amount of \$503,393.23**

## Recommendation

It is recommended that the City Council;

1. Accept the Graves Reservoir Replacement Project (Project) as complete;
2. Authorize the recordation of the Notice of Completion (NOC) with the Los Angeles County Registrar-Recorder County Clerk; and
3. Authorize release of retention payment to Pacific Hydrotech Corporation, (Contractor), in the amount of \$503,393.23

## Background

Graves Reservoir is located outside of the City limits in a residential neighborhood of the City of San Marino on an approximately 0.72-acre lot. The previous reservoir, built in the early 1900s, was purchased by the City in January 1939. The old reservoir was a partially buried cast in place concrete structure that included a timber roof supported by interior columns and had storage capacity of approximately one million gallons. Two submersible booster pumps installed inside the reservoir pumped water from the reservoir into the City's distribution mains. A chlorination system, housed in a freestanding concrete block building, provided the ability to inject chlorine directly into the reservoir and/or into the City's distribution piping. Roof structure of the reservoir collapsed in December 2016, and the reservoir was placed out of service.

On May 16, 2018, the City Council awarded a construction contract to Pacific Hydrotech Corporation in the amount of \$9,312,400. The Project scope of work included the demolition and reconstruction of the existing reservoir and all appurtenances, and construction of the Granular Activated Carbon (GAC) wellhead treatment system.

Subsequent the Council approved two contract amendments; first on May 1, 2019 in the amount of \$194,282.34 for removal of asbestos containing material from the old structure, and second on

**Notice of Completion for the Graves Reservoir Replacement Project**

July 7, 2021

Page 2 of 2

November 18, 2020 in the amount of \$801,900.28 for additional work needed to address the deficiencies of the original design and unforeseen field conditions; bringing the final contract amount to \$10,114,300.28.

The Project is now complete and staff is ready to file the NOC with the Los Angeles County Registrar. Payment has been made to Pacific Hydrotech Corporation in the amount of \$9,608,585.26, with \$503,393.23 held in retention escrow account with American Business Bank. Staff recommends release of retention money to the contractor.

**Legal Review**

The City Attorney has reviewed this item.

**Fiscal Impact**

This Project is funded by a Drinking Water State Revolving Fund (DWSRF) approved in the amount of \$12,205,642 and an Environmental Protection Agency grant in the amount of \$291,000.

**Public Notification of Agenda Item**

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

**Attachment**

Notice of Completion

**ATTACHMENT**  
Graves Reservoir Replacement Project- Notice of  
Completion



RECORDING REQUESTED BY:

**Shahid Abbas, PW Director**

AND WHEN RECORDED MAIL TO:

**Public Works Department**

**1414 Mission Street**

**South Pasadena, CA 91030**

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

A.P.N.:

Order No.:

Escrow No.:

### NOTICE OF COMPLETION

**NOTICE IS HEREBY GIVEN THAT:**

1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.

2. The FULL NAME of the OWNER is City of South Pasadena

3. The FULL ADDRESS of the OWNER is 1414 Mission Street, South Pasadena, CA 91030

4. The NATURE OF THE INTEREST or ESTATE of the undersigned is: Public Works Director (Agent) in fee.

5. The FULL NAMES and FULL ADDRESSES of ALL PERSONS, if any, WHO HOLD SUCH INTEREST or ESTATE with the undersigned as JOINT TENANTS or as TENANTS IN COMMON are:

NAMES

ADDRESSES

N/A

N/A

N/A

6. The full names and full addresses of the predecessors in interest of the undersigned if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

NAMES

ADDRESSES

N/A

N/A

N/A

7. A work of improvement on the property hereinafter described was COMPLETED March 30, 2021

8. The work of improvement completed is described as follows:

**Reconstruction of the Graves Reservoir Replacement Project as more specifically described in the plans and specifications prepared by Stantec Consultants dated December, 2017**

9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is: Pacific Hydrotech Corporation

10. The street address of said property is 2225 El Molino Avenue, San Marino, CA 91108

11. The property on which said work of improvement was completed is in the City of San Marino, County of Los Angeles, State of California, and is described as follows:

Date: July 8, 2021

\_\_\_\_\_  
(Signature of Owner or agent of owner)  
**Shahid Abbas, (Agent)**

Verification for INDIVIDUAL owner \_\_\_\_\_:  
I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest or estate in the property described in the above notice; that I have read said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

\_\_\_\_\_  
Date and Place (Signature of owner named in paragraph 2)

Verification for NON-INDIVIDUAL owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the **Agent** \_\_\_\_\_ ("PRESIDENT, PARTNER, MANAGER, AGENT, ETC.") of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

July 8, 2021      South Pasadena  
Date and Place

\_\_\_\_\_  
(Signature of person signing on behalf of owner)  
**Shahid Abbas, (Agent)**



# City Council Agenda Report

ITEM NO. 12

**DATE:** July 7, 2021

**FROM:** Arminé Chaparyan, City Manager *Ae*

**PREPARED BY:** Shahid Abbas, Public Works Director  
H. Ted Gerber, Deputy Public Works Director Water & Sustainability

**SUBJECT:** **Authorize the First Amendment with John L. Hunter and Associates (JHA), Inc. Extending the Agreement for an Additional Two Years for Environmental Compliance and National Pollutant Discharge Elimination System (NPDES) Consulting Services in a Total Not-to-Exceed Amount of \$75,810.00.**

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## Recommendation Action

It is recommended that the City Council authorize the City Manager to execute the first contract amendment with JHA, Inc. to extend the Agreement providing environmental compliance and NPDES services for an additional two years, in an amount not-to-exceed \$45,405 for the first extension Year 2022, and \$30,405 for the second extension Year 2023, for a total of \$75,810.

## Background

All municipal agencies in Los Angeles County (except the City of Long Beach) are required to comply with the runoff discharge requirements of Final Order No. R4-2012-0175 – Waste Discharge Requirements for Municipal Separate Storm Water System (MS4) Permit for Los Angeles County, which is the current NPDES permit for Los Angeles County that became effective on December 28, 2012. The City does not employ staff that possess the technical expertise and regulatory knowledge necessary to complete the work related to these state and regional requirements. Therefore, professional consultant services are necessary to perform scheduled and as-needed functions in order to remain in compliance with the NPDES permit.

## Discussion

On February 20, 2019, the City Council approved a three-year contract (2019-21), with an optional two-year extension, with JHA, Inc. to provide environmental and NPDES compliance services for a cumulative total not-to exceed amount of \$103,250. The initial contract agreement with JHA, Inc. terminated on June 30, 2021, and staff is now recommending an extension of the agreement for an additional two years with a new termination date of June 30, 2023. The first and second year extension costs are \$45,405 and \$30,405 respectively. The first year cost is higher than the second year because it includes \$15,000 to fund a once every five year Trash TDML study required by the Los Angeles Regional Water Quality Control Board.

First Amendment with John L. Hunter and Associates, Inc. for Two Additional Years to Provide Environmental Compliance and NPDES Consulting Services

July 7, 2021

Page 2 of 2

The environmental compliance services to be provided under the proposed agreement include technical analyses, guidance, legal compliance and inspections for the City's stormwater system. The professional NPDES services include preparation of annual compliance reports, inspections, plan reviews, public outreach campaigns, industrial inspections, attendance at various environmental regional organizations and committees, outreach and education, and recordkeeping and general consulting services.

Staff identifies JHA, Inc. to be the most qualified consultant for both environmental and NPDES compliance services. JHA, Inc. has been in business for over 30 years, and has been providing these services to the City since 2005. The firm has provided similar services to 45 other agencies in Southern California, such as, the cities of Signal Hill, Rancho Palos Verdes, South Gate, and Lomita as well as many others. The firm has also represented the City during the audits by the Los Angeles Regional Water Quality Control Board.

**Legal Review**

The City Attorney has reviewed this item.

**Fiscal Impact**

\$75,810 is available in the Public Works Administration & Engineering Measure W Account Number 239-6010-6011-8170-000 for stormwater compliance and stormwater quality professional services to fund the proposed contract amendment. No general or enterprise funds are used to pay for these services. Services are provided on an as-needed basis and compensation will be paid upon actual services performed based on the hourly rate schedules.

**Public Notification of Agenda Item**

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

**Attachments:**

1. John L. Hunter and Associates, Inc. – Executed Professional Services Agreement
2. John L. Hunter and Associates, Inc. – First Contract Amendment

**ATTACHMENT 1**  
First Amendment to Professional Services Agreement

FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT (“Amendment”) is made as of this 7<sup>th</sup> day of July 2021, by and between the CITY OF SOUTH PASADENA (“City”) and JOHN L. HUNTER AND ASSOCIATES, INC. (“Contractor”).

RECITALS

WHEREAS, on February 20, 2019, the City and Contractor entered into a Professional Services Agreement (“Agreement”) for the Contractor to environmental compliance and National Pollutant Discharge Elimination System (NPDES) services for a not-to exceed annual amount of \$36,480.00 (with an estimated cumulative three year total of \$103,250).; and

WHEREAS, the executed Agreement includes an optional one or two-year extension for two years, in an amount not-to-exceed \$45,405.00 for the first extension year, and \$30,405.00 for the second extension year, for a total of \$75,810.00.

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

1. MAXIMUM AMOUNT. That Section 3.3 of the Agreement is hereby amended to read as follows:

The highest total compensation and costs payable to the Contractor by the City under this Agreement for each year of the contract term. The Maximum Amount under this Agreement is:

- For year 1 (2019): Thirty Thousand, Four Hundred and Five (\$30,405)
- For year 2 (2020): Thirty-Six Thousand, Four Hundred and Eighty (\$36,480)
- For year 3 (2021): Thirty-Six Thousand, Three Hundred and Sixty-Five (\$36,365)
- For year 4 (2022): Forty-Five Thousand, Four Hundred and Five (\$45,405)
- For year 5 (2023): Thirty Thousand, Four Hundred and Five (\$30,405)

2. AGREEMENT ADMINISTRATOR. That Section 3.2 is hereby amended to read as follows:

The Agreement Administrator is Ted Gerber, Deputy Public Works Director. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish a time for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant.

3. TERMINATION DATE. That Section 3.6 of the Agreement is hereby amended to extend the Termination Date from June 30, 2021 to June 30, 2023.

4. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

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

“City”  
City of South Pasadena

“Contractor”  
John L. Hunter and Associates, Inc.

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

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

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

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

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

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

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

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

**Approved as to form:**

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

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

**ATTACHMENT 2**  
Professional Services Agreement for Consultant  
Services



**PROFESSIONAL SERVICES AGREEMENT  
FOR CONSULTANT SERVICES**

**(City of South Pasadena / John L. Hunter and Associates, Inc.)**

**1. IDENTIFICATION**

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

**2. RECITALS**

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

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

**3. DEFINITIONS**

- 3.1. “Scope of Services”: Such professional services as are set forth in Exhibit A, attached and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Dan Ojeda. 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

Professional Services Agreement – Consultant Services

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Approved For Use 11/15/16

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 for each year of the three-year term. The Maximum Amount under this three-year Agreement is:
- For year 1 (2019): Thirty Thousand, Four Hundred and Five (\$30,405)
  - For year 2 (2020): Thirty-Six Thousand, Four Hundred and Eighty (\$36,480)
  - For year 3 (2021): Thirty-Six Thousand, Three Hundred and Sixty-Five (\$36,365)
- 3.5. “Commencement Date”: February 20, 2019.
- 3.6. “Termination Date”: June 30, 2021.

#### 4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement. City has the option to renew the Agreement on the same terms for two successive one-year periods. City may exercise its option in writing not less than 90 days before the experience of the existing term.

The term of this Agreement is two full years and one partial year. The City may, at its option, extend this Agreement for one or two additional years, subject to the maximum annual costs for Optional Year 4 and Optional Year 5, as set forth in Exhibit B.

#### 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 for each year of the Agreement. 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 for each year of the Agreement.

- 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. Dan Ojeda shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.



- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

## 6. SUBCONTRACTING

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

## 7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant

to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

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

## 8. PREVAILING WAGES

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

## 9. OWNERSHIP OF WRITTEN PRODUCTS

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



## 10. RELATIONSHIP OF PARTIES

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

## 11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful

misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.

- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.
- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## 12. INSURANCE

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



- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: South Pasadena Stormwater Compliance
- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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

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

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

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



- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant

under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.

- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Public Works Department, South Pasadena, CA 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

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

If to Consultant

John L. Hunter and Associates, Inc.  
 6131 Orangethorpe Ave., Ste. 300  
 Buena Park, CA 90620  
 Telephone: (562) 802-7880 ext. 233

With courtesy copy to:

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

### 15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the

expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

## 16. TERMINATION

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

## 17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.



- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

## 18. GENERAL PROVISIONS

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

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



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

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

“City”

City of South Pasadena

By:   
Signature

Printed: Stephanie DeWolfe

Title: City Manager

Date: 2/20/19

“Consultant”

John L. Hunter and Associates, Inc.

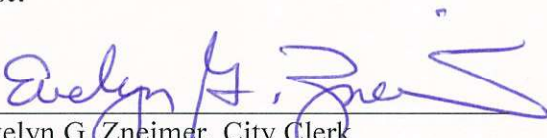
By:   
Signature

Printed: Cameron McCullough

Title: Vice President

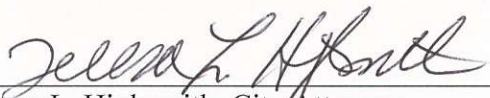
Date: February 6, 2019

Attest:

By:   
Evelyn G. Zneimer, City Clerk

Date: 2/20/19

Approved as to form:

By:   
Teresa L. Highsmith, City Attorney

Date: 2/20/19



**EXHIBIT A**  
**Scope of Work**

## Scope of Work

The Consultant will provide professional as-needed multi-year NPDES Consulting services to the City of South Pasadena. This section details the work plan for completing the scope of work requested by the City. The City reserves the right to add or delete certain tasks as it deems necessary. The Consultant will bill the City on a monthly basis. All items are to be performed on an as-needed basis with prior City approval.

### 1. As-Needed NPDES Consulting Services

- a. Program administration and general support service: Attendance to represent the City and report back on the activities and actions of various regional and sub-regional stormwater related committees and agencies, including the Upper Los Angeles River Enhanced Watershed Management Program (EWMP) Group, associated TMDL subcommittees, the LA Permit Group, and others. Advise the City concerning developments of the upcoming new MS4 permit adoption. Provide a list of the meetings that will be attended. Estimate a minimum of 36 hours for this task.
- b. City meetings: Meetings with City staff, attendance at City Council or other City Commission meetings as needed. Estimate 10 hours for this task
- c. Annual report: Preparation and submission of NPDES annual report. Estimate 30 hours for this task.
- d. Illicit connections and illicit discharges: Respond to citizen complaints, follow-up inspections, coordination with City Code Enforcement Officer and/or City Prosecutor, tracking and record keeping. Estimate 30 hours for this task.
- e. Development planning: SWPPP, LID/SUSMP, plan reviews as needed. Estimate 10 hours for review of 2 SWPPPs in the 1 to 5 acre size range, and 18 hours of LID/SUSMP (post-construction) reviews for 2 mixed use (parking/offices) projects. Review must be based upon the post-construction LID provisions included in the MS4 permit and the City's Stormwater and Urban Runoff Pollution Control ordinance. Include the QSD certification number of the primary reviewer.
- f. Training: Provide two annual NPDES training sessions, one for Public Works staff and one for Planning & Building staff. Training is to be conducted at the South Pasadena City Hall. Provide an example outline of past annual training that you have conducted at an equivalent sized city. Consultant shall provide all training material including but not limited to power point presentations, handouts, pamphlets, etc. Estimate 4 hours for this task.
- g. Outreach & Education: Preparation of press releases to be published in City newsletter and local newspaper, attendance at community events to promote environmentally responsible living, preparation and distribution of mailers to restaurants and businesses, preparation of posters, calendars or other promotional materials, presentation to classrooms, etc. Use the most recent draft MS4 Permit public outreach requirements. Provide samples of past outreach materials prepared. Estimate 15 hours for this task.
- h. TMDL compliance: Assisting the City with the identification, prioritization, and selection of stormwater capture projects, as well as working with other agencies on the

planning, design, and construction of regional projects. Assist and advise the City in moving towards compliance with:

- Metals TMDL: The City is a participant in the Upper LA River EWMP. Compliance with the EWMP is driven in part by the Metals TMDL. Estimate 20 hours for this task.
  - Bacteria TMDL: The City is under an MOA with other agencies in the Rio Hondo Watershed to develop a design for three dry weather diversion systems. Estimate 24 hours for this task.
  - Trash TMDL: A DGR study will be necessary to document compliance with the 2021-22 rainy season. Price shall be based on utilizing the same DGR study routes previously approved by the Regional Board. Each area must have a cumulative 30 day study period prior to September 22, 2022 in order to meet the Trash TMDL's requirements for a DGR study.
  - Coordinated Monitoring Plan: Estimate 6 hours for this task.
- i. Preparation of General Construction Activity Stormwater Permits for upcoming City Water facility reconstruction projects. Estimate 10 hours for this task.
  - j. NPDES industrial/commercial inspections: This task shall involve conducting one round industrial/commercial inspections (meeting the most current MS4 Permit requirements) over the term of the agreement. Assume 85 routine inspections, 15 hours of follow-up activities, and 5 hours of maintaining an up-to-date inventory and record keeping. Provide inspector certifications and evidence of training from Cal-EPA, Los Angeles or adjoining counties or equivalent recognized agency.
  - k. NPDES construction inspections: This task shall involve conducting monthly inspections (meeting the most current MS4 Permit requirements) at all construction projects active in the City that are covered under the General Construction Activity Stormwater Permit. Assume 18 hours of inspections per year, 5 hours of follow-up activities per year, and 3 hours of maintaining an up-to-date inventory and record keeping. Include the QSP certification number of the primary inspector.

**EXHIBIT B**  
**Rate Schedule and Estimated Costs**



**Rate Schedule**

Principal	\$185 / hour
Director	\$165 / hour
Staff Engineer	\$165 / hour
Project Manager	\$155 / hour
Assistant Project Manager	\$145 / hour
Project Engineer	\$145 / hour
Compliance Specialist II	\$115 / hour
Project Analyst II	\$115 / hour
Industrial/commercial facility inspection	\$115 / hour
Compliance Specialist I	\$95 / hour
Project Analyst I	\$95 / hour
Administrative Assistant, Laborer (OSHA 40hr certified)	\$65 / hour
State Certified Laboratory Analysis	Cost + 5%
Legal Consultation, Court Appearances/Document review, etc.	\$250 / hour
Subcontracted equipment	Cost + 5%

## Estimated Itemized Costs for As-needed MS4 NPDES Consulting Services

Task name	Team*	Rate	Year 1			Year 2			Year 3			Year 4 (Optional)			Year 5 (Optional)		
			Hours	Cost	Totals	Hours	Cost	Totals	Hours	Cost	Totals	Hours	Cost	Totals	Hours	Cost	Totals
<b>1.a Program Administration and General Support Service</b>																	
36 hours for this task	Pr	\$185	4	\$740	\$5,260	4	\$740	\$5,260	4	\$740	\$5,260	4	\$740	\$5,260	4	\$740	\$5,260
	PM	\$155	12	\$1,860		12	\$1,860		12	\$1,860		12	\$1,860		12	\$1,860	
	aPM/PE	\$145	12	\$1,740		12	\$1,740		12	\$1,740		12	\$1,740		12	\$1,740	
	PA2	\$115	8	\$920		8	\$920		8	\$920		8	\$920		8	\$920	
<b>1.b Meetings and Attendance</b>																	
10 hours for this task	Pr	\$185	2	\$370	\$1,500	2	\$370	\$1,500	2	\$370	\$1,500	2	\$370	\$1,500	2	\$370	\$1,500
	PM	\$155	3	\$465		3	\$465		3	\$465		3	\$465		3	\$465	
	aPM/PE	\$145	3	\$435		3	\$435		3	\$435		3	\$435		3	\$435	
	PA2	\$115	2	\$230		2	\$230		2	\$230		2	\$230		2	\$230	
<b>1.c Annual Report</b>																	
30 hours for this task	PM	\$155	15	\$2,325	\$3,750	15	\$2,325	\$3,750	15	\$2,325	\$3,750	15	\$2,325	\$3,750	15	\$2,325	\$3,750
	PA1	\$95	15	\$1,425		15	\$1,425		15	\$1,425		15	\$1,425		15	\$1,425	
<b>1.d Illicit Connections and Illicit Discharges</b>																	
30 hours for this task	CS2	\$115	30	\$3,450	\$3,450	30	\$3,450	\$3,450	30	\$3,450	\$3,450	30	\$3,450	\$3,450	30	\$3,450	\$3,450
<b>1.e Development Planning</b>																	
10 hours for review 2 SWPPPs in the 1 to 5 acre size, 18 hours of LID/SUSMP reviews for 2 mixed use projects	PE	\$145	28	\$4,060	\$4,060	28	\$4,060	\$4,060	28	\$4,060	\$4,060	28	\$4,060	\$4,060	28	\$4,060	\$4,060
<b>1.f Training</b>																	
4 hours for this task	PM	\$155	2	\$310	\$540	2	\$310	\$540	2	\$310	\$540	2	\$310	\$540	2	\$310	\$540
	PA2	\$115	2	\$230		2	\$230		2	\$230		2	\$230		2	\$230	
<b>1.g Outreach &amp; Education</b>																	
15 hours for this task	CS1	\$95	15	\$1,425	\$1,425	15	\$1,425	\$1,425	15	\$1,425	\$1,425	15	\$1,425	\$1,425	15	\$1,425	\$1,425
<b>1.h TMDL Compliance</b>																	
20 hours for Metals, 24 hours for Bacteria, 6 hours for CIMP	PM	\$155	17	\$2,635	\$6,110	17	\$2,635	\$6,110	17	\$2,635	\$6,110	17	\$2,635	\$6,110	17	\$2,635	\$6,110
	PA2	\$115	17	\$1,955		17	\$1,955		17	\$1,955		17	\$1,955		17	\$1,955	
	CS1	\$95	16	\$1,520		16	\$1,520		16	\$1,520		16	\$1,520		16	\$1,520	
												LSH	\$15,000				
Lump sum estimate for Trash DGR study**			--	--		--	--		--	--							
<b>1.i General Construction Activity Stormwater Permits</b>																	
10 hours for this task	PM	\$155	2	\$310	\$1,320	2	\$310	\$1,320	2	\$310	\$1,320	2	\$310	\$1,320	2	\$310	\$1,320
	PE	\$145	3	\$435		3	\$435		3	\$435		3	\$435		3	\$435	
	PA2	\$115	5	\$575		5	\$575		5	\$575		5	\$575		5	\$575	
<b>1.j Industrial/Commercial Inspections</b>																	
One round of 85 NPDES inspections and 15 hours of follow-up activities	CS2	\$115	0	\$0	\$0	50	\$5,750	\$6,075	50	\$5,750	\$5,960	0	\$0	\$0	0	\$0	\$0
	PA2	\$115	0	\$0		2	\$230		1	\$115		0	\$0		0	\$0	
	PA1	\$95	0	\$0		1	\$95		1	\$95		0	\$0		0	\$0	
<b>1.k Construction Inspections</b>																	
Assume 18 hours of inspections per year and 5 hours of follow-up activities	CS2	\$115	23	\$2,645	\$2,990	23	\$2,645	\$2,990	23	\$2,645	\$2,990	23	\$2,645	\$2,990	23	\$2,645	\$2,990
	PA2	\$115	3	\$345		3	\$345		3	\$345		3	\$345		3	\$345	
<b>Total</b>					<b>\$30,405</b>			<b>\$36,480</b>			<b>\$36,365</b>			<b>\$45,405</b>			<b>\$30,405</b>

\* aPM: Assistant Project Manager, CS1/2: Compliance Specialist, PA1/2: Project Analyst, PE: Project Engineer, PM: Project Manager, Pr: Principal

\*\* In July 2018, the City received an approval letter from the Regional Board allowing for a Trash TMDL study schedule of once every five years, starting in 2017. Since the Trash TMDL study will not be required until 2021, the hours associated with this task have been set to zero. A lump sum estimate of \$15,000 for this task will be included with the optional Year 4 cost.

### Estimated Annual Costs for As-needed MS4 NPDES Consulting Services

Task Name	Year 1	Year 2	Year 3	Year 4 (Optional)	Year 5 (Optional)
1.a Program Administration and General Support Service	\$5,260	\$5,260	\$5,260	\$5,260	\$5,260
1.b Meetings and Attendance	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
1.c Annual Report	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750
1.d Illicit Connections and Illicit Discharges	\$3,450	\$3,450	\$3,450	\$3,450	\$3,450
1.e Development Planning	\$4,060	\$4,060	\$4,060	\$4,060	\$4,060
1.f Training	\$540	\$540	\$540	\$540	\$540
1.g Outreach & Education	\$1,425	\$1,425	\$1,425	\$1,425	\$1,425
1.h TMDL Compliance*	\$6,110	\$6,110	\$6,110	\$21,110	\$6,110
1.i General Construction Activity Stormwater Permits	\$1,320	\$1,320	\$1,320	\$1,320	\$1,320
1.j Industrial/Commercial Inspections	\$0	\$6,075	\$5,960	\$0	\$0
1.k Construction Inspections	\$2,990	\$2,990	\$2,990	\$2,990	\$2,990
<b>Total</b>	<b>\$30,405</b>	<b>\$36,480</b>	<b>\$36,365</b>	<b>\$45,405</b>	<b>\$30,405</b>

\* In July 2018, the City received an approval letter from the Regional Board allowing for a Trash TMDL study schedule of once every five years, starting in 2017. Since the Trash TMDL study will not be required until 2021, the hours associated with this task have been set to zero. A lump sum estimate of \$15,000 for this task will be included with the optional Year 4 cost.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/19/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Santa Barbara, CA - PRSU - HUB International Insurance Services Inc. CONTACT NAME: Monica Pisenti. PHONE: (805) 682-2571. FAX: (805) 617-1767. E-MAIL ADDRESS: monica.pisenti@hubinternational.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Homeland Insurance Company of New York 34452, INSURER B: American Fire and Casualty Company 24066.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Professional Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: FOG Control Program Service and NPDES Services Professional Liability retro active date: August 15, 1993 City of South Pasadena, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants are included as Additional Insured in regards to the General Liability policy per attached form OBENV GE 304 02/11, per written contract or agreement. AM Best rating listing "A" (excellent) rated. Certificate revises and supercedes previously issued certificate

CERTIFICATE HOLDER: City of South Pasadena Public Works Department 1414 Mission Street South Pasadena, CA 91030. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



Policy Number: 793-00-14-85-0005

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement only modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description Of Completed Operations:</b>
Any person or organization for which the Named Insured has agreed to provide insurance prior to loss as provided by this policy but only to the scope of insurance agreed to by the Named Insured.	Any location or completed operation, but only to the scope of insurance agreed to by the Named Insured.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the SCHEDULE above, but only with respect to liability for **bodily injury, property damage or environmental damage** caused, in whole or in part, by **your work** at the location designated and described in the SCHEDULE above performed for that additional insured and included in the **products-completed operations hazard**.

All other terms and conditions remain the same.



P.O. BOX 8192, PLEASANTON, CA 94588

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

ISSUE DATE: 02-05-2019

GROUP:  
POLICY NUMBER: 9244804-2019  
CERTIFICATE ID: 35  
CERTIFICATE EXPIRES: 02-05-2020  
02-05-2019/02-05-2020

CITY OF SOUTH PASADENA  
PUBLIC WORKS  
1414 MISSION ST  
SOUTH PASADENA CA 91030-3214

SP

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 02-05-2019 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

JOHN L HUNTER & ASSOCIATES INC  
6131 ORANGETHORPE AVE  
BUENA PARK CA 90620

SP

[P1Z,HO]



# City Council Agenda Report

ITEM NO. 13

**DATE:** July 7, 2021

**FROM:** Arminé Chaparyan, City Manager *AC*

**PREPARED BY:** Shahid Abbas, Public Works Director  
H. Ted Gerber, Deputy Public Works Director

**SUBJECT:** **Authorize the First Amendment with Carollo Engineers, Inc. Extending the Professional Services Agreement for Additional One Year for Preparation of the Integrated Water and Wastewater Resources Management Plan**

## Recommendation

It is recommended that the City Council authorize:

1. The City Manager to execute the first contract amendment with Carollo Engineers, Inc. (Carollo) to extend the professional services agreement for an additional year for the preparation of an Integrated Water and Wastewater Resources Management Plan (IWRMP).
2. Appropriate \$191,224.64 to 210-9000-9403-9403-000 that is carried over from FY 2020-21.
3. Appropriate \$58,713.32 to 500-9000-9403-9403-000 that is carried over from FY 2020-21.

## Background

The City operates its existing utility services that includes potable water, sewer collection, and stormwater drainage systems. The water distribution system consists of approximately 135 miles of transmission, distribution, and service connection water pipelines, four groundwater wells, five storage reservoirs, two elevated tanks, and six booster pumping stations, which provide water service to approximately 6,200 connections in five pressure zones. The sewer collection system consists of approximately 58 miles of sewer main pipe lines, and three sewer lift stations, and the stormwater drainage system consists of a network of street gutters, catch basins, and drainage pipes. The IWRMP includes an integrated plan for all these three water systems, and a potential recycled water system. This is the first time the City will combine several utilities plans into one master plan that will identify the short and long term demand, capacity, and infrastructure needs for the next 50 years. The plan will help city manage its water assets strategically and cost effectively.

First Amendment with Carollo Engineers, Inc. for additional One Year to Prepare the Integrated Water and Wastewater Resources Management Plan

July 7, 2021

Page 2 of 3

**Discussion**

On December 18, 2019, the City Council approved a two-year contract (2019-21), with Carollo for a not-to-exceed amount of \$579,395 for the preparation of the City's first IWWRMP. During preparation, two additional critical work items were included in the scope of the project. These included Closed-Circuit Television (CCTV) inspections of the entire sewer system required by a January 2011 CA State Superior Court Consent Judgement, and preparation of a memorandum and additional growth analysis to support the City's Regional Housing Needs Assessment (RHNA) allocation appeal to the Southern California Association of Governments (SCAG). These changes did not result in an increase of the overall project cost, however, the changes resulted in an extended project schedule.

**Legal Review**

The City Attorney has reviewed this item.

**Fiscal Impact**

In Fiscal Year (FY) 2019-20, the IWWRMP was budgeted at \$250,000 in the Sewer CIP Expense Account 210-9000-9000-9010 and \$350,000 in the Water CIP Expense Account 500-9000-9000-9010-000. In FY 2019-20 and FY 2020-21 a total expenditure of \$58,775.36 and \$291,286.68 was expended in the respective accounts. The remaining balance of \$191,224.64 and \$58,713.32 will need to be re-appropriated in FY 2021-22 under Account 210-9000-9403-9403-000 and 500-9000-9403-9403-000, respectively.

**Public Notification of Agenda Item**

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

**Attachments**

1. Carollo – Executed Professional Services Agreement for Consultant Services
2. Carollo – First Amendment to Professional Services Agreement

**ATTACHMENT 1**  
First Amendment to Professional Services Agreement

FIRST AMENDMENT TO  
PROFESSIONAL SERVICE AGREEMENT

THIS AMENDMENT (“Amendment”) is made as of this 7<sup>th</sup> day of July, 2021, by and between the CITY OF SOUTH PASADENA (“City”) and Carollo Engineers, Inc., (“Consultant”).

RECITALS

WHEREAS, on December 18, 2019, the City and Consultant entered into an Agreement for Consultant Services (“Agreement”) for the preparation of the City’s Integrated Water and Wastewater Plan (Plan); and

WHEREAS, the agreement was for an amount of \$579,395;

WHEREAS, during the course of plan preparation, there were several additional work items that staff determined to be necessary for the completion of the project.

WHEREAS, the City desires to extend the Agreement on the same terms as set forth in the Agreement for an additional one year, through June 30, 2022.

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

1. SCOPE OF SERVICES. That Section 3.1 of the Agreement is hereby amended as follows:

“Scope of Services”: Such professional services as are set forth in Consultant’s proposal dated September 30, 2019 to City attached as Exhibit A and incorporated by this reference. Additional work shall also include an expansion of closed-circuit television (CCTV) inspections to the entire sewer system, and preparation of a memorandum and additional growth analysis to support the City’s Regional Housing Needs Assessment (RHNA) allocation appeal to the Southern California Association of Governments (SCAG).

2. AGREEMENT ADMINISTRATOR. That Section 3.2 is hereby amended to read as follows:

The Agreement Administrator is Ted Gerber, Deputy Public Works Director. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish a time for

completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant.

3. TERMINATION DATE. That Section 3.6 of the Agreement is hereby amended to extend the Termination Date from June 30, 2021 to June 30, 2022.

4. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

“City”  
City of South Pasadena

“Consultant”  
Carollo Engineers, Inc.

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

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

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

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

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

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

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

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

**Attest:**

By: \_\_\_\_\_  
Lucie Colombo, CMC, CPMC  
City Clerk

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

**Approved as to form:**

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

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

**ATTACHMENT 2**  
Professional Services Agreement for Consultant  
Services



**PROFESSIONAL SERVICES AGREEMENT  
FOR CONSULTANT SERVICES**

**(City of South Pasadena / Carollo Engineers, 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 Carollo Engineers, Inc. ("Consultant").

**2. RECITALS**

2.1. City has determined that it requires the following professional services from a consultant:  
**Preparation of Integrated Water and Wastewater Resources Management Plan.**

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 proposal dated September 30, 2019 to City attached hereto as Exhibit A and incorporated herein by this reference.

3.2. "Agreement Administrator": The Agreement Administrator for this project is **Julian Lee, Deputy Public Works Director**. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is **Five Hundred Twenty-Six Thousand Seven Hundred Twenty-Three Dollars (\$526,723)**.
- 3.5. “Commencement Date”: **January 1, 2020**
- 3.6. “Termination Date”: ~~December 31, 2021~~ **June 30, 2021**

#### 4. TERM

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

#### 5. CONSULTANT’S DUTIES

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

Professional Services Agreement – Consultant Services

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Approved For Use 11/15/16

- 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. **Inge Wiersema, Chief of Water Resources** 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: **Preparation of Integrated Water and Wastewater Resources Management Plan.**
  - Documentation of Best's rating acceptable to the City.
  - Original endorsements effecting coverage for all policies required by this Agreement.
  - City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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

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

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

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

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

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



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

least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Julian Lee, Deputy Public Works Director, 1414 Mission Street, South Pasadena, CA 91030.

- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.
- City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.
- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

### 13. MUTUAL COOPERATION

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

## 14. NOTICES

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

### If to City

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

### If to Consultant

Inge Wiersema  
Carollo Engineers, Inc.  
707 Wilshire Boulevard, Suite 3920  
Los Angeles, California 90017  
Telephone: (213) 489-1587  
Facsimile: (213) 572-0361

With courtesy copy to:

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

## 15. SURVIVING COVENANTS

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

## 16. TERMINATION

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

- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

## 17. INTERPRETATION OF AGREEMENT

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

- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

## 18. GENERAL PROVISIONS

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

- actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

“City”

City of South Pasadena

By:

Signature

Printed:

Title:

Date:

“Consultant”

Carollo Engineers, Inc.

By:

Signature

Printed:

Title:

Date:

Attest:

By:

Maria E. Ayala, Chief City Clerk

Date:

Approved as to form:

By:

Teresa L. Highsmith, City Attorney

Date:



## Scope of Services

### Project Purpose:

Carollo Engineers, Inc. (Carollo) will provide engineering services to prepare the City of South Pasadena's Integrated Water and Wastewater Resources Management Plan (IWWRMP), which will include an integrated plan for potable water, recycled/non-potable water, sewer, and stormwater management/services. Upon completion, the IWWMP will holistically characterize the City's various water resources, as well as identify short- and long-term water operation and management strategies to better cope with future changing water supply sources, weather fluctuations, and commodity values

### Scope of Work:

Carollo will perform the following engineering services:

#### 1. Project Management

Carollo will perform project management and administration activities throughout the duration of the project. Project administration consists of project setup and document control, monthly monitoring of schedule and budget, monthly invoicing, and project close-out activities. Specific work activities will consist of project administration, progress reports, and quality control.

#### 2. Potable and Recycled Water Master Plan

Carollo will coordinate with City staff to prepare Potable and Recycled Water Master Plan including following tasks:

- Collect and review relevant documents, GIS data, operational records, billing data, production records, water supply information, existing asset management programs, and other pertinent data related to update of the IWWRMP.
- Create a facility inventory of the City's potable water tanks, pump stations, control valves, and emergency interconnections and evaluate the existing condition of the facilities and to make recommendations for modifications and improvements at the facilities based on visual inspection.
- Update the existing water hydraulic model to current conditions and will update the City's water system GIS database with new construction and modifications made to the water system since the GIS was last updated.
- Collect information on planned rate of growth from the City and from Southern California Association of Governments (SCAG) to project populations.
- Overlay the population projections in GIS using land use data, aerial photography, pressure zone, and sewershed boundaries.
- Analyze the City's existing water demand using historical billing data, historical water production records from calendar year 2019, SCADA data from calibration day, and sewer flow generation rates, to calculate the portable water demand patterns.
- Identify the top 20 potential recycled water customers within the City's service area by evaluating the historical billing records, land use map, specific plans, aerial maps, and previous planning documents.



- Evaluate two potential sources of recycled water (PWP and Upper District) for the City. Based on the list of potential recycled water customers
- Review data concerning existing and future imported water, recycled water, and groundwater recharge plans and future opportunities for changes in the City's water supply mix will be identified and summarized.
- Utilize the hydraulic model to evaluate the water system under a variety of demand conditions.
- Develop an age-based water system facility maintenance and pipeline replacement and rehabilitation (R&R) plan.
- Develop planning-level unit construction costs for infrastructure components to be discussed and finalized with City staff for the development of the water and recycled water CIPs.

### 3. Stormwater Master Plan

Carollo will coordinate with City staff to prepare Stormwater Master Plan including following tasks:

- Review County's existing stormwater/drainage system data and the latest City's stormwater project concepts that are currently under development pursuant to the Los Angeles County MS4 Permit requirements and identify future regional stormwater capture projects in the Main Basin/Raymond Basin that can contribute to groundwater recharge.
- Review the ULAR EWMP and the Rio Hondo/San Gabriel River EWMP for stormwater capture and infiltration projects proposed within the City limits.
- Develop a GIS-based file of existing drainage system and stormwater mitigation projects and update the City's existing stormwater system GIS database with new construction and modifications made to the water system since the GIS was last updated.

### 4. Sewer System Master Plan and Sanitary Sewer Management Plan (SSMP)

Carollo will coordinate with City staff to prepare Sewer System Master Plan and SSMP including following tasks:

- Review the condition assessment index scoring of the recently completed citywide CCTV inspection of pipeline that have not been replaced during the major R&R effort of 2014-2017.
- Conduct a desk top analysis of the City's pipelines to determine high priority areas for new CCTV inspection and/or replacement.
- Update the City's sewer system GIS database with new construction and modifications made to the sewer system since the GIS was last updated.
- Create a hydraulic computer model of the City's sewer collection system and its lift station facilities.
- Develop base sanitary flows for both near-term (year 2025 or 2030) and long-term (year 2050) conditions and perform a hydraulic capacity analysis under the design storm for each basin using the calibrated model, and projected peak flow rates and system expansion.
- Develop planning-level unit construction costs for infrastructure components to be discussed and finalized with City staff for the development of the sewer system CIPs.

- Update the City's SSMP to be in compliance with all regulatory requirements consisting of following:
  - Organization Structure in charge of Sanitary Sewer Overflows (SSOs)
  - Legal Authority
  - Operation and Maintenance (O&M)
  - Overflow Emergency Response Plan
  - Fats, Oils, and Grease (FOG) Control Program
  - Design and Performance Provisions.
  - System Evaluation and Capacity Assurances Plan (e.g. CIP)
  - Monitoring, Measurement, and Program Modifications
  - SSMP Program Audits
  - Communication Program
- Provide a training course to City staff on updates made to the SSMP and in the use of the water system hydraulic model.

#### 5. GIS System and CIP Integration

Carollo will coordinate with City staff to assist in GIS System and CIP Integration including following tasks:

- Integrate the potable water, recycled water, stormwater, and wastewater system GIS files into a common platform (e.g. google earth or similar) and provide necessary training to the City staff.
- Integrate water, sewer, and recycled water CIPs into a single master CIP.
- Develop a financial plan that encompasses revenue sources and funding strategies for sustainable future CIP and on-going operational/maintenance requirements.

#### 6. Integrated Water and Wastewater Resources Management Plan Report

Carollo will coordinate with City staff to prepare finalized Integrated Water and Wastewater Resources Management Plan Report including following tasks:

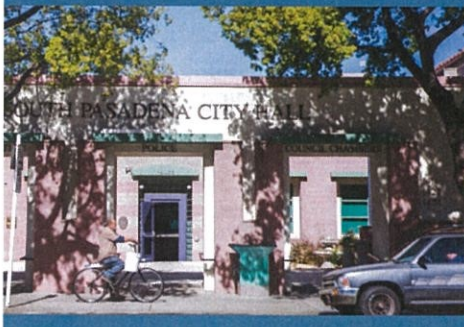
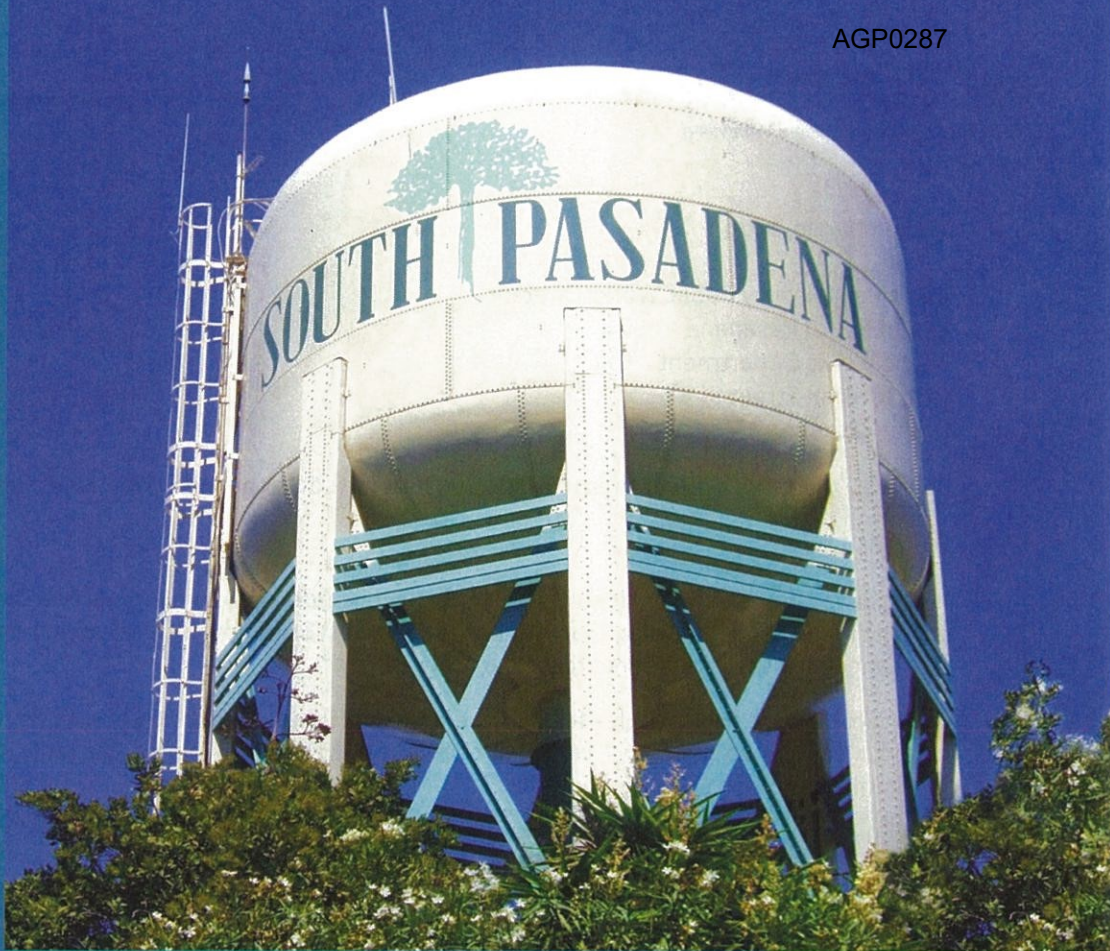
- Compile the work conducted in previous tasks into the Draft IWWRMP report that will summarize the assumptions, analysis criteria, report findings, and recommendations of the City's system facilities evaluations.
- Incorporate one set of consolidated comments, preferably provided in electronic format using Track Changes in the word version of the report chapters supplemented by manual/electronic mark-ups on maps and figures.

Period of Performance:

January 1, 2020 through ~~December 31, 2021~~ June 30, 2021



CITY OF  
SOUTH  
PASADENA



FEE PROPOSAL FOR THE PREPARATION OF

# INTEGRATED WATER AND WASTEWATER RESOURCES MANAGEMENT PLAN (IWWRMP)

RFP #201908-02 | SEPTEMBER 2019





September 30, 2019

Julian Lee, Deputy Public Works Director  
City of South Pasadena  
Public Works Department  
1414 Mission Street  
South Pasadena, CA 91030

Subject: Fee Proposal for Preparation of an Integrated Water and Wastewater Resources Management Plan

Dear Mr. Lee:

As requested in your Request for Proposal for the above-referenced project, we have attached our detailed labor-hour estimates for each Master Plan component with cost breakdowns by personnel classification. Please note that we changed the task numbering from "A, B, C" to "1, 2, 3."

Our estimated not-to-exceed fee for the base scope of services of Tasks 1-6 is \$509,675. This includes a total of 12 project meetings, 20 conference calls/webmeetings, and 2 public meetings. The table below summarizes our fee breakdown by task:

Task Description	Labor Hours	Task Fee	Trainings
Task 1 - Project Management and Meetings	N/A (Embedded in Tasks 2-6)		N/A
Task 2 - Potable and Recycled Water Master Plan	860	\$186,213	Water Model Training
Task 3 - Stormwater System Plan	220	\$45,019	N/A
Task 4 - Sewer Master Plan and SSMP	594	\$131,208	Sewer Model Training SSMP Update Training
Task 5 - GIS System and CIP Integration	214	\$47,559	Integrated GIS Training
Task 6 - Integrated Master Plan Report	475	\$99,676	N/A
<b>Totals</b>	<b>2,363</b>	<b>\$509,675</b>	-

In addition, we have included the optional tasks listed in the proposal and added some creative scope enhancement ideas that could benefit the IWWRMP. The optional tasks can be added individually to the base scope or be considered as part of future services.

Should you select our team for this work, we welcome the opportunity to sit down with you to discuss the project in greater detail, further define the scope, and finalize the budget and labor hours required to accomplish the work to your satisfaction. Thank you for the opportunity to submit our proposal and we look forward to continuing our great working relationship with the City.

Sincerely,

CAROLLO ENGINEERS, INC.



Gil F. Crozes, PhD  
Senior Vice President/Principal-in-Charge



Inge Wiersema, PE  
Vice President/Project Manager

Enclosures: Labor-Hour Fee Estimate  
Hourly Rate Schedule



City of South Pasadena Integrated Water and Wastewater Resources Management Plan - Fee Estimate

CAROLLO LABOR HOURS

COST SUMMARY

Task Descriptions	Project Manager Inge Wiersma	Technical Review Tim Lopez & Lara Kummreck	Project Engineer Math Huang	Recycled Water Master Plan Lead Aimee Zhao	Potable Water Master Plan Lead Ryan Hejka	Sewer System Master Plan and SSMP Lead Ryan Orgill	Stormwater System Master Plan Lead Bromwyn Kelly	Master Plan Support Laura Southworth	Infrastructure Replacement Plan David Baranowski	Funding Options Kyle Rohrer	GIS Jackie Silber	Document Processing Various Staff	TOTAL HOURS	LABOR FEE ESTIMATE	OTHER DIRECT COSTS	TOTAL FEE ESTIMATE
<b>Task 1 - Project Management and Meetings</b>																
1.1 Project Management and Coordination (12 months)																
1.2 Project Meetings (12)																
1.3 Conference Calls/Webmeetings (20)																
1.4 Public Meetings (2)																
<b>Task 1 Subtotal</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	n/a	n/a	n/a
<b>Task 2 - Potable and Recycled Water Master Plan</b>																
2.1 Data Gathering	4	0	16	4	4	4	4	4	0	0	0	0	40	\$8,444	\$868	\$9,312
2.2 Facility Inventory and Operational Assessment	4	0	8	0	8	0	0	8	0	0	0	6	34	\$6,578	\$1,798	\$8,376
2.4 Develop Water System GIS	0	2	2	0	4	0	0	0	0	0	32	0	40	\$6,014	\$868	\$6,882
2.5 Update Existing Water Model	8	4	18	0	32	0	0	24	0	0	16	2	104	\$20,416	\$1,617	\$22,033
2.7 Population Projections	6	0	6	0	8	0	0	8	0	0	8	2	38	\$7,284	\$845	\$8,129
2.8 Potable Water Demand Analysis and Forecast	6	2	10	4	16	0	0	32	0	0	0	2	72	\$14,208	\$1,242	\$15,450
2.9 Recycled Water Demand Estimates	6	0	6	26	0	0	0	2	0	0	8	2	50	\$9,060	\$985	\$10,045
2.11 Future Water Supply Strategy	8	2	24	4	12	0	0	24	0	0	4	4	82	\$16,244	\$1,359	\$17,603
2.12 Hydraulic Water System Analysis	8	2	24	0	48	0	0	0	0	0	8	2	92	\$19,334	\$1,476	\$20,810
2.12 Future Recycled Water Opportunities	8	2	16	40	0	0	0	0	0	0	8	2	76	\$14,366	\$1,289	\$15,655
2.13 Water System Replacement Plan	8	4	16	0	24	0	0	8	40	0	8	4	112	\$22,884	\$1,710	\$24,594
2.15 Water and Recycled Water CIP	16	2	24	4	16	0	0	16	8	0	12	2	100	\$20,338	\$1,570	\$21,908
2.16 Model Training	0	0	2	0	16	0	0	2	0	0	0	0	20	\$4,182	\$1,234	\$5,416
<b>Task 2 Subtotal</b>	82	20	172	82	188	4	4	128	48	0	104	28	860	\$169,352	\$16,861	\$186,213
<b>Task 3 - Stormwater System Plan</b>																
3.1 Background Data Review	4	0	4	0	0	0	8	0	0	0	0	0	16	\$3,644	\$487	\$4,131
3.2 Existing Stormwater Program and Projects	8	0	10	0	0	0	24	0	0	0	4	3	49	\$10,287	\$873	\$11,160
3.3 Regional Stormwater Capture and Recharge	10	2	14	0	0	0	40	0	0	0	4	3	73	\$15,635	\$1,154	\$16,789
3.4 Develop Stormwater GIS	0	2	4	0	0	0	4	0	0	0	72	0	82	\$11,680	\$1,259	\$12,939
<b>Task 3 Subtotal</b>	22	4	32	0	0	0	76	0	0	0	80	6	220	\$41,246	\$3,773	\$45,019
<b>Task 4 - Sewer Master Plan and SSMP</b>																
4.1 Review Existing CCTV Inspection Data	8	0	8	0	0	16	0	0	24	0	0	0	56	\$12,208	\$1,255	\$13,463
4.2 Update Sewer System GIS	0	2	2	0	0	4	0	0	0	0	32	0	40	\$6,014	\$1,068	\$7,082
4.3 Develop Sewer System Model	8	4	20	0	0	32	0	40	0	0	16	4	124	\$23,856	\$2,051	\$25,907
4.5 Sewer Flow Projections	8	2	12	0	0	16	0	8	0	0	8	2	56	\$11,354	\$1,255	\$12,609
4.6 Sewer System Hydraulic Analysis	8	2	20	0	0	24	0	16	0	0	8	4	82	\$16,384	\$1,559	\$17,943
4.7 Sewer System CIP	16	2	12	0	0	16	0	4	16	0	12	2	80	\$16,638	\$1,536	\$18,174
4.8 SSMP Update	12	2	36	0	0	20	0	24	2	0	8	8	112	\$22,290	\$1,910	\$24,200
4.9 Sewer Model Training	0	0	4	0	0	16	0	2	0	0	0	0	22	\$4,608	\$1,857	\$6,465
4.10 SSMP Update Training	0	0	4	0	0	16	0	2	0	0	0	0	22	\$4,608	\$757	\$5,365
<b>Task 4 Subtotal</b>	60	14	118	0	0	160	0	96	42	0	84	20	594	\$117,960	\$13,248	\$131,208
<b>Task 5 - GIS System and CIP Integration</b>																
5.1 Integrated System GIS	0	2	2	0	2	2	2	0	0	0	40	0	50	\$7,488	\$985	\$8,473
5.2 GIS System Training	0	0	0	0	0	0	0	0	0	0	12	0	12	\$1,572	\$640	\$2,212
5.3 Integrated Master Plan CIP	10	2	24	8	12	12	4	0	0	0	8	2	82	\$17,010	\$1,259	\$18,269
5.4 Strategic Financial Planning	12	0	14	0	0	0	0	0	0	40	0	4	70	\$17,586	\$1,119	\$18,705
<b>Task 5 Subtotal</b>	22	4	40	8	14	14	6	0	0	40	60	6	214	\$43,656	\$3,903	\$47,559
<b>Task 6 - Integrated Master Plan Report</b>																
6.1 Draft IWWRMP Report (3 hard copies)	16	16	24	8	40	40	8	20	0	0	16	40	228	\$44,128	\$3,168	\$47,296
6.2 Final Draft IWWRMP Report (3 hard copies)	12	10	16	4	24	24	4	16	0	0	12	24	146	\$28,280	\$2,208	\$30,488
6.3 Final IWWRMP Report (10 hard copies)	8	5	16	2	16	16	2	12	0	0	8	16	101	\$19,510	\$2,382	\$21,892
<b>Task 6 Subtotal</b>	36	31	56	14	80	80	14	48	0	0	36	80	475	\$91,918	\$7,758	\$99,676
<b>TOTALS WITHOUT OPTIONAL TASKS</b>	222	73	418	104	282	258	100	272	90	40	364	140	2,363	\$464,132	\$45,543	\$509,675
<b>Optional Tasks</b>																
2.3 Water System Facilities Conditions Assessment	8	16	8	0	0	0	0	40	0	0	0	8	80	\$16,112	\$936	\$17,048
2.6 Water Model Calibration & Validation	2	0	16	0	60	0	0	24	0	0	8	4	114	\$22,416	\$1,334	\$23,750
2.14 Water Main Risk Assessment <sup>1)</sup>	8	0	32	0	0	0	0	0	0	0	16	0	56	\$11,088	\$655	\$11,743
3.5 Stormwater Project Benefits Analysis & Prioritization	16	0	0	0	0	0	40	0	0	0	0	4	60	\$13,332	\$702	\$14,034
4.4 Sewer Model Calibration (with 1 month of flow monitoring)	2	4	8	0	0	32	0	24	0	0	4	4	78	\$15,312	\$4,913	\$20,225

Notes:

- 1) Actual Cost and effort can only be determined after Fracta has reviewed the Water System GIS data. Carollo's portion of the SOW and fee is only a rough estimate and subject to changes due to assumptions about Fracta's scope and deliverables.
- 2) The total fee of the sewer model calibration is greatly dependent on number of flow monitoring locations and duration. This can be adjusted to meet the City's expectations.

2  
1  
3  
1

**CAROLLO ENGINEERS, INC.  
FEE SCHEDULE**

**As of January 1, 2019  
California**

	<u>Hourly Rate</u>
<b>Engineers/Scientists</b>	
Assistant Professional	\$174.00
Professional	205.00
Project Professional	213.00
Lead Project Professional	272.00
<b>Technicians</b>	
Technicians	131.00
<b>Support Staff</b>	
Document Processing / Clerical	115.00
<b>Project Equipment Communication Expense (PECE) Per DL Hour</b>	<b>11.70</b>
<b>Other Direct Expenses</b>	
Travel and Subsistence	at cost
Mileage at IRS Reimbursement Rate Effective January 1, 2019	\$0.58 per mile
Subconsultant	cost + 10%
Other Direct Cost	cost + 10%
Expert Witness	Rate x 2.0

This fee schedule is subject to annual revisions due to labor adjustments.





# City Council Agenda Report

ITEM NO. <u>14</u>
--------------------

**DATE:** July 7, 2021

**FROM:** Arminé Chaparyan, City Manager *AC*

**PREPARED BY:** Shahid Abbas, Public Works Director  
Ghassan Shelleh, Public Works Deputy Director

**SUBJECT:** **Authorize a Contract Amendment to the Agreement with Interwest Consulting Group for On-Call Inspection Support Services Available on an As-Needed Basis for an Additional Amount of \$25,000 for a Total Contract Amount of \$49,000, and Extend the Agreement from August 5, 2021, to August 5, 2022**

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## Recommendation Action

**Staff recommends that the City Council authorize the City Manager to:**

1. Execute a contract amendment with Interwest Consulting Group for on-call inspection support services available on an as-needed basis, for an amount of \$25,000 for a total contract amount of \$49,000, and
2. Execute a contract amendment to extend the contract period from August 5, 2021, to August 5, 2022.

## Background

On March 4, 2021, the Interim City Manager approved a contract with Interwest Consulting Group for on-call inspection support services in an amount not to exceed \$24,000. This agreement has been awarded based on consultant qualifications, experience, and an objective fee schedule proposal for on-call services. The staff reviewed the qualifications and experience of the consultant and found them to be fully qualified to provide the needed services.

The Public Works Department urgently needs on-call inspection support services due to a prolonged medical absence of the staff. The Department has no backup for this position, and services are required to perform critical inspections of both public and private work regularly. The proposed contract amendments will remedy this situation and allow the City to continue to provide critical inspection services until the staffing issues are resolved.

On June 16, 2021, the City Council approved an additional Public Works inspector to help the Department manage its existing workload. Recruitment will begin in July and is expected to take three to four months to complete the recruitment process.

Contract Extension with Interwest Consulting Group for On-Call On-Call Inspection Support  
Services

July 7, 2021

Page 2 of 2

**Legal Review**

The City Attorney has reviewed this item.

**Fiscal Impact**

Funding is available in the FY 21-22 adopted budget in the Professional Services Account Number 101-6010-6011-8170-000.

Pursuant to Municipal Code Section 2.99-29 (12) Professional and Contractual Services. Contracts for services of specially trained and professional persons or businesses shall be exempt from bidding. If possible, quotes from three qualified vendors shall be obtained prior to the award of a contract. If the contract is equal to or below twenty-five thousand dollars, the contract shall require the approval of, and be executed by, the city manager. All contracts exceeding twenty-five thousand dollars must be approved by the city council.

At the time of award, three quotes could not be obtained due to the critical need for inspection services based on project loads and the suddenness of absence.

**Public Notification of Agenda Item**

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

**Attachments**

1. Interwest Consulting Group Contract Amendment
2. Interwest Original Agreement



**ATTACHMENT 1**  
Interwest Consulting Group Contract Amendment

FIRST AMENDMENT TO  
MASTER ON-CALL SERVICES AGREEMENT

THIS AMENDMENT (“Amendment”) is made as of this 7<sup>th</sup> day of July 2021, by and between the CITY OF SOUTH PASADENA (“City”) and Interwest Consulting Group (“Contractor”).

RECITALS

WHEREAS, on March 4, 2021, the City and Contractor entered into a Master On-Call Services Agreement (“Agreement”) for the Contractor to provide; on-call inspection support services available on an as-needed basis and

WHEREAS, the original Agreement was in the amount of \$24,000 for the Fiscal Year 2020-21 on-call inspection support services; and

WHEREAS, the parties desire to to extend the on-call inspection support services for an additional year and increase the contract amount from \$24,000 to \$49,000 to compensate the Contractor for an additional year of services (1<sup>st</sup> Amendment).; and

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

1. MAXIMUM AMOUNT. That Section 3.5 of the Agreement is hereby amended to read as follows:

The highest total compensation and costs payable to the Contractor by the City under this Agreement. The Maximum Amount under this Agreement, including the 1<sup>st</sup> Amendment, is forty-nine thousand dollars (\$49,000)

2. TERMINATION DATE. That Section 3.7 of the Agreement is hereby amended to read as follows:

August 5, 2022

3. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment shall remain in full force and effect.

“City”  
City of South Pasadena

“Consultant”  
Interwest Consulting Group, Inc.

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

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

Printed: Printed: Arminé Chaparyan

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

Title: City Manager

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

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

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

**Attest:**

By: \_\_\_\_\_  
Lucie Colombo, CMC, CPMC  
City Clerk

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

**Approved as to form:**

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

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

**ATTACHMENT 2**  
Interwest Original Agreement



**CONTRACT APPROVAL COVERSHEET**

<b>Project Name:</b> On-Call Inspection Support Services		<b>Approval Authority</b> Department Head (< \$10,000) <input type="checkbox"/>	
<b>Department:</b> Public Works		City Manager (< \$25,000 ) <input checked="" type="checkbox"/>	
		City Council (> \$25,000) <input type="checkbox"/>	
<b>Date:</b> March 01, 2021		<b>City Council Approval Date:</b> N/A	
<b>Submitted By:</b> Garrett Crawford		<b>Ext:</b> 376	<b>Agenda Item #:</b> N/A
Contract Approval Routing			
	Name	Approval (Initials)	Date
Contracts Coordinator	Garrett Crawford		03/01/2021
Department Director	Shahid Abbas, Public Works Director		3/4/2021
Finance Director	Elaine Aguilar, Finance Director		3/8/2021
City Attorney	Teresa Highsmith, City Attorney		4/9/2021
Purpose of Contract/Scope of Services			
<p>The Public Works Department is in urgent need of On-Call Inspection Support Services due to an employee medical absence. The Department has no back-up for this position and Inspector services are required to perform critical inspections of both public and private work on a daily basis.</p> <p>Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.</p> <p>This Agreement has been awarded on the basis of an objective fee schedule proposal for on-call services. The City has set the basis for the rate, in specific physical units. Contractor's proposed rate including materials, labor, and all related costs, attached hereto as Exhibit A and incorporated herein by reference, is the fee schedule and basis for any Task Orders issued pursuant to this Agreement.</p>			
Document Checklist			
<b>Insurance Requirements Met?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		<b>Additional/Special Insurance or Bond Required:</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>FPPC filing required?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Financials			
<b>Contract Amount:</b> \$24,000		<b>Contract Term (or Expiration Date):</b> March 1, 2021 – August 05, 2021	
<b>Accounts to Encumber:</b> 101-6010-6011-8170			

**MASTER ON-CALL SERVICES AGREEMENT  
Providing Payment of Prevailing Wages**

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

**1. IDENTIFICATION**

This MASTER ON-CALL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and Interwest Consulting Group, a Public Works and Traffic Engineering (“Contractor”).

**2. RECITALS**

- 2.1. City has determined that it requires the following services from a contractor: On-Call Inspection Support Services for the City’s Public Works department to have a consultant Project Inspector available on an as-needed basis to provide a variety of inspection services as directed by the City.
- 2.2. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. This Agreement has been awarded to the lowest responsive and responsible bidder, on the basis of an objective fee schedule proposal for on-call services. The City has set the basis for the rate, in specific physical units. Contractor’s proposed rate including materials, labor, and all related costs, attached hereto as Exhibit B and incorporated herein by reference, is the fee schedule and basis for any Task Orders issued pursuant to this Agreement.

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

**3. DEFINITIONS**

- 3.1. “Scope of Services”: Such services as are set forth in Contractor’s February 24, 2021 proposal to City attached hereto as Exhibit A, as well as any executed Task Orders attached as Exhibits which shall be incorporated herein by reference.
- 3.2. “Approved Fee Schedule”: Such compensation rates as are set forth in Contractor’s fee schedule to City attached as Exhibit A and incorporated herein by this reference. Compensation shall be tied to a volumetric or otherwise objective measure of work which shall include labor costs without a separate hourly rate. For example, for paving work, the fee schedule shall be in terms of cubic feet of paving material. Labor costs

shall be included in all fee estimates and Contractor shall not separately charge for labor.

- 3.3.** “City Reference Specifications”: The City’s set of Reference Specifications, including the State of California Department of Transportation Standard Specifications, Standard Plans, and Manual of Traffic Controls, latest edition of each, and the Los Angeles County Department of Public Works Standard Plans, which are incorporated herein by this reference and are hereby accepted as Reference Specifications. These specifications shall provide the technical standards for work as applicable, in the opinion of the Director of Public Works. Copies are available online, or at City Hall. To the extent any provisions in this Agreement or the Scope of Services are inconsistent with the City Reference Specifications, this Agreement’s terms shall prevail.
- 3.4.** “Agreement Administrator”: The Agreement Administrator for this project is Garrett Crawford, Acting Public Works Deputy Director. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Contractor.
- 3.5.** “Maximum Amount”: The total amount of compensation for work performed under this Agreement shall be \$24,000.
- 3.6.** “Commencement Date”: March 1, 2021.
- 3.7.** “Termination Date”: August 5, 2021

#### **4. TERM**

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

#### **5. IDENTIFICATION OF PROJECTS**

When City determines a need exists for any of the services specified in Exhibit A to this Agreement, City and Contractor may execute a “Task Order” detailing the specific services needed, the applicable fees therefor in accordance with Exhibit A to this

Agreement, and the time for completion of such services by Contractor. Each Task Order shall be attached to this Agreement as a sequentially-identified Exhibit and thereby incorporated by reference. Contractor shall only perform services under this Agreement pursuant to a Task Order approved and executed by the City.

## 6. CONTRACTOR'S DUTIES

- 6.1. **Services.** Contractor shall perform the services identified in the Task Order. City shall have the right to request, in writing, changes to the Task Order. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to the Task Order or this Agreement.
- 6.2. **Coordination with City.** In performing services under this Agreement, Contractor shall coordinate all contact with City through its Agreement Administrator.
- 6.3. **Business License.** Contractor shall obtain and maintain in force a City business license for the duration of this Agreement.
- 6.4. **Professional Standards.** Contractor shall perform all work to the highest standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 6.5. **Appropriate Personnel.** Contractor has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Contractor or under its supervision or by subcontractor(s) of Contractor, and all personnel engaged in the work shall be qualified to perform such services. Manuel Gomez shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.
- 6.6. **Prevailing Wages.** This Agreement is subject to the prevailing wage law as more fully set forth in Section 9 (Labor Code), for all work performed under this Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Contractor acknowledges that prevailing wage determinations are available for work performed under this Agreement.
- 6.7. **Unauthorized Delay.** Contractor shall complete all services associated with the Task Order within the time period specified therein, or within seven (7) work days after



execution thereof if no time is specified, as directed by the Agreement Administrator. If Contractor fails to complete such services to the satisfaction of City within the designated time period, Contractor agrees to forfeit and pay City the amount of fifty dollars (\$50.00) per day for each and every day of unauthorized delay beyond the designated time period, which shall be deducted from any monies due Contractor. This payment shall be considered liquidated damages. Contractor agrees that such liquidated damages are reasonable under the circumstances existing at the time of execution of the Task Order, that such liquidated damages are to compensate City for losses that are difficult to measure, and that such damages are not a penalty.

- 6.8. Unforeseeable Delay.** Contractor shall not be deemed in breach of this Agreement or any Task Order, and no forfeiture due to delay shall be made, because of any delays in the completion of a Task Order due to unforeseeable causes beyond the control and without the fault or negligence of Contractor provided Contractor requests from the Agreement Administrator an extension of time in writing. Unforeseeable causes of delay beyond the control of Contractor shall include acts of God, acts of a public enemy, acts of the government, acts of City, or acts of another contractor in the performance of a contract with City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or negligence of Contractor or its agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part of all of the Scope of Services or to supply any equipment or materials shall not be unforeseeable delays. Unforeseeable delays (those beyond Contractor's control) shall not entitle Contractor to any additional compensation beyond the Maximum Amount. The sole recourse of Contractor shall be to seek an extension of time from the Agreement Administrator.
- 6.9. Defective Work.** All work which is defective in its construction or deficient in any of the requirements set by City Reference Specifications shall be remedied or replaced by Contractor in an acceptable manner at its own expense. Defective work shall not entitle Contractor to any additional compensation beyond the Maximum Amount.
- 6.10. Permits and Approvals.** Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Contractor's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 6.11. Notification of Organizational Changes.** Contractor shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Contractor's firm or of any subcontractor. Change of ownership or control of Contractor's firm may require an amendment to this Agreement.

**6.12. Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

## 7. SUBCONTRACTING AND ASSIGNMENT

**7.1. General Prohibition of Assignment.** This Agreement covers construction services of a specific and unique nature. Except as otherwise provided herein, Contractor shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

**7.2. Contractor Responsible.** Contractor shall be responsible to City for all services to be performed under this Agreement.

**7.3. Subcontracting.** Contractor shall not subcontract any portion of the performance contemplated and provided for herein including any Task Order unless (1) such subcontracting is specifically described in the proposal attached hereto or (2) the City provides prior written approval. In any event, Contractor shall supervise all work subcontracted by Contractor in performing the Services and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work shall not relieve Contractor from any of its obligations under this Agreement with respect to any Task Order. Contractor is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all respects and to the same extent as set forth under Section 13, to City's satisfaction.

**7.4. Compensation for Subcontractors.** Contractor shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

## 8. COMPENSATION

**8.1. General.** City agrees to compensate Contractor for the services provided under this Agreement, and Contractor agrees to accept payment, the fees identified in the Task Order and in accordance with Exhibit B to this Agreement in full satisfaction for such services. Compensation shall not exceed the fees identified in Exhibit B to this

- Agreement, nor shall the total amount of compensation under this Agreement exceed the Maximum Amount. Contractor shall not be reimbursed for any expenses unless provided for in this Agreement and authorized in the Task Order.
- 8.2. Retention.** City may retain up to 5% of each payment until project completion. Contractor may at its own expense substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code 22300. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with City, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to City. Upon satisfactory completion of this Agreement, the securities shall be returned to Contractor.
- 8.3. Invoices.** Contractor shall submit to City an invoice within 30 days of completion of each Task Order. Each invoice shall identify the Task Order amount as well as the total amount paid to the Contractor under prior Task Orders and invoices.
- 8.4. Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Contractor except as otherwise required by law. Contractor shall be solely responsible for calculating, withholding, and paying all taxes.
- 8.5. Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Contractor.
- 8.6. Additional Work.** Contractor shall not be reimbursed for any expenses incurred for work performed beyond that identified in a Task Order unless prior written approval is given by the City on a time-and-materials basis pursuant to a new or amended Task Order. Contractor shall not undertake any such work without prior written approval of the City. A new or amended Task Order shall be in accordance with the fees identified in Exhibit B to this Agreement.

## 9. LABOR CODE

- 9.1. Prevailing Wage Law.** This Agreement is subject to the requirements of the prevailing wage laws, including, but not limited to, Labor Code Section 1720 et seq., and Labor Code Section 1770 et seq., as well as Code of Regulations, Title 8, Section 16000 et seq., which require payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Contractor shall defend, indemnify, and hold harmless City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Contractor to comply with such prevailing wage laws.

- 9.2. Payment of Prevailing Wages.** Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification.
- 9.3. Forfeiture.** Contractor shall forfeit as a penalty to City Two Hundred Dollars (\$200.00), or any greater penalty provided in the Labor Code, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under this Agreement employed in the performance of the Scope of Services by Contractor or by any subcontractor of Contractor in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.
- 9.4. Apprentices.** Contractor shall comply with the provisions of Labor Code 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code 1777.5.
- 9.5. Payroll Records.** Pursuant to Labor Code 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code 1811 and Labor Code 1815 for any work performed by his or her employees on the public works project. The payroll records shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code 1776.
- 9.6. 8-Hour Work Day.** This Agreement is subject to 8-hour work day and wage and hour penalty laws, including, but not limited to, Labor Code 1810 and Labor Code 1813. Contractor and any subcontractor(s) of Contractor shall strictly adhere to the provisions of the Labor Code regarding 8-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Pursuant to the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Contractor's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay.

Contractor shall forfeit as a penalty to City \$25.00, or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

- 9.7. Registration with DIR.** Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code 1771 and Labor Code 1725.5 requiring registration with the Department of Industrial Relations (DIR).

## **10. PUBLIC CONTRACT CODE.**

- 10.1. Prompt Payment.** This Agreement is subject to the provisions of Article 1.7 (commencing at § 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.
- 10.2. Public Works Claims Less Than \$375,000.** To the extent applicable, this Agreement is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration if the parties fail to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.
- 10.3. Ineligible Subcontractor(s).** This Agreement is further subject to the provisions of Public Contracts Code 6109 which prohibits Contractor from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Labor Code 1777.1 or Labor Code 1777.7.

**10.4. Assignment of Actions.** Contractor and any and all subcontractors shall offer and agree to assign to City all rights, title, and interest in and to all causes of action it/they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 4) or under the Cartright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time City tenders final payment to Contractor, without further acknowledgment by the parties.

## 11. OWNERSHIP OF WRITTEN PRODUCTS

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

## 12. RELATIONSHIP OF PARTIES

**12.1. General.** Contractor is, and shall at all times remain as to City, a wholly independent contractor.

**12.2. No Agent Authority.** Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor’s employees, except as set forth in this Agreement. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

**12.3. Independent Contractor Status.** Under no circumstances shall Contractor or its employees look to the City as an employer. Contractor shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Contractor’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Contractor specifically assumes the responsibility for making such a determination. Contractor shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation, and other applicable federal and state taxes.

**12.4. Indemnification of CalPERS Determination.** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

### 13. INDEMNIFICATION

**13.1. Definitions.** For purposes of this Section 12, “Contractor” shall include Contractor, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Contractor or its subcontractors, in the performance of this Agreement. “City” shall include City, its officers, agents, employees and volunteers.

**13.2. Contractor to Indemnify City.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Contractor’s alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Contractor or failure to comply with any provision in this Agreement.

**13.3. Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Contractor shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

**13.4. Attorneys Fees.** Such costs and expenses shall include reasonable attorneys’ fees for counsel of City’s choice, expert fees and all other costs and fees of litigation. Contractor shall not be entitled to any refund of attorneys’ fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

**13.5. Defense Deposit.** The City may request a deposit for defense costs from Contractor with respect to a claim. If the City requests a defense deposit, Contractor shall provide it within 15 days of the request.

- 13.6. Waiver of Statutory Immunity.** The obligations of Contractor under this Section 12 are not limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City.
- 13.7. Indemnification by Subcontractors.** Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 12 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Contractor's behalf.
- 13.8. Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Contractor's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## 14. INSURANCE

- 14.1. Insurance Required.** Contractor shall maintain insurance as described in this section and shall require all of its subcontractors, Contractors, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Contractor. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 14.2. Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Contractor shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: On-Call Inspection Support Service
  - Documentation of Best's rating acceptable to the City.
  - Original endorsements effecting coverage for all policies required by this Agreement.
  - City reserves the right to obtain a full certified copy of any required insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.



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

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

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

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

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

- 14.6. Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 14.7. Professional Liability Insurance.** If the Contractor is performing any surveying, engineering, architectural, or other design work for the project, Contractor shall provide proof of Professional Liability insurance in the amounts described above. If such work is not included in the Scope of Services, or required by the Task Order, Professional Liability Insurance shall not be required.
- 14.8. Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- 14.9. Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than for Professional Liability if required, for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Contractor’s insurance policies shall be primary as respects any claims related to or as the result of the Contractor’s work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or Contractors shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Contractor’s insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 14.10. Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Contractor does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Contractor under this Agreement. Failure of the Contractor to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.

- 14.11. Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Contractor shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Contractor shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Human Resources, Risk Management, South Pasadena, CA 95945.
- 14.12. Contractor's Insurance Primary.** The insurance provided by Contractor, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.
- 14.13. Waiver of Subrogation.** Contractor hereby waives all rights of subrogation against the City. Contractor shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 14.14. Report of Claims to City.** Contractor shall report to the City, in addition to the Contractor's insurer, any and all insurance claims submitted to Contractor's insurer in connection with the services under this Agreement.
- 14.15. Premium Payments and Deductibles.** Contractor must disclose all deductibles and self-insured retention amounts to the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

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

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

## 15. MUTUAL COOPERATION

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

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

## 16. NOTICES

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

If to City:

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

If to Contractor:

Manuel Gomez, Contract Administrator 1  
Jenner, Suite 160  
Irvine, CA 92618 Telephone:  
(714) 899-9039

With courtesy copy to:

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

## 17. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 6.12 (Records), paragraph 12.4 (Indemnification of CalPERS Determination), Section 13 (Indemnification), paragraph 14.8 (Claims-Made Policies), paragraph 15.2 (Contractor Cooperation in Defense of Claims), and paragraph 20.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

## 18. TERMINATION

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

## 19. INTERPRETATION OF AGREEMENT

- 19.1. Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 19.2. Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy

between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Contractor with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations here from shall be effective and binding only if made in writing and executed on by City and Contractor.

**19.3. Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.

**19.4. Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

**19.5. Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**19.6. No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

## 20. GENERAL PROVISIONS

**20.1. Confidentiality.** All data, documents, discussion, or other information developed or received by Contractor for performance of this Agreement are deemed confidential and Contractor shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.

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

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

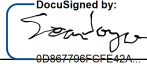
- 20.8. Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Contractor unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Contractor of any breach of any provision, covenant,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



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

“City”

City of South Pasadena

By:    
 DocuSigned by: Sean Joyce 0D867706FCFE42A...   
 Signature

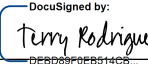
Printed: Sean Joyce

Title: Interim City Manager

Date: 3/4/2021

“Contractor”

Interwest Consulting Group

By:    
 DocuSigned by: Terry Rodrigue DE8D89F0E8514C8...   
 Signature

Printed: Terry Rodrigue

Title: President


Date: 3/4/2021

~~Attest:~~

~~By: \_\_\_\_\_   
 Maria E. Ayala, City Clerk~~

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

**Approved as to form:**

By:    
 DocuSigned by: Teresa L. Highsmith 3657EFA936854DE...   
 Teresa L. Highsmith, City Attorney

Date: 4/9/2021

**EXHIBIT A**

**Scope of Interwest for On-Call Inspection Support Services**

February 25, 2021

Shahid Abbas  
Public Works Director  
City of South Pasadena  
1414 Mission Street  
South Pasadena, CA 91030



**Re: Letter Proposal for On-Call Inspection Support Services**

Dear Mr. Abbas,

We appreciate this opportunity to further serve the City of South Pasadena by providing On-Call Inspection Services for the City's Public Works department. We understand that the City wishes to have a Consultant Inspector available on an as-needed basis to provide a variety of inspection services as directed by the City.

To provide these services, we propose to assign **Mr. Paul Keizer**, at an hourly rate of \$125. Paul has extensive experience with public works inspection, construction management, materials testing, and utility coordination. He has a proven track record in successful project delivery and communicates well with city staff, contractors and the public.

Below we have provided a summary of the anticipated hours and associated costs to provide these services.

STAFF	HOURLY RATE	HOURS (Weekly)	TOTAL HOURS	TOTAL
<b>Paul Keizer</b> <i>Public Works Inspector</i>	\$125	16	192	\$24,000
<b>Total Not-To-Exceed</b>				<b>\$24,000</b>

**Manuel Gomez** will serve as our Contract Administrator for this engagement. We appreciate the opportunity to continue serving the City of South Pasadena. Should you have any questions, please contact me or Manuel at [cmgomez@interwestgrp.com](mailto:cmgomez@interwestgrp.com).

Sincerely,

**Michael Kashiwagi, PE**  
Chief Operations Officer  
Interwest Consulting Group, Inc.



# City Council Agenda Report

ITEM NO. <u>15</u>
--------------------

**DATE:** July 7, 2021

**FROM:** Arminé Chaparyan, City Manager *Ac*

**PREPARED BY:** Shahid Abbas, Public Works Director  
Ted Gerber, Deputy Public Works Director

**SUBJECT:** **First Reading and Introduction of an Ordinance, Amending Chapter 19A (Noise Regulation) of the South Pasadena Municipal Code to Prohibit the Use of Gas-Powered Leaf Blowers**

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## Recommendation

It is recommended that the City Council read by title only for first reading, waiving further reading, and introduce an ordinance to amend Chapter 19A of the South Pasadena Municipal Code (SPMC) to prohibit the use of gas-powered leaf blowers within the City of South Pasadena.

## Commission Review and Recommendation

The staff presented the draft ordinance to the Natural Resources and Environmental Commission (NREC) at its May 25, 2021 meeting. The NREC proposed an amendment to the draft language emphasizing that property owners or tenants will be responsible for violations of this ordinance, as opposed to gardeners and landscapers originally included in the draft. The Commission unanimously approved the amendment and recommended that the City Council adopt the proposed ordinance.

## Discussion/Analysis

Restricting the use of gas-powered lawn equipment, especially leaf blowers, is of great importance to the South Pasadena community. The City's Climate Action Plan (CAP), which was adopted in December 2020, includes the following action to be taken in the short term (1-3 years):

"Establish an ordinance that restricts use of gas-powered lawn equipment, including leaf blowers, and provide information on the City website outlining available incentives."  
(South Pasadena Climate Action Plan, T.I.e, page 49)

In addition, the South Pasadena Green Action Plan (Green Plan), adopted November 2019, includes Goal V, Move 2, which states:

"Evaluate the feasibility of banning gas-powered lawn equipment including leaf blowers." (South Pasadena Green Action Plan, V.2, page 20)

**First Reading of Ordinance Amending SPMC Ch.19A to Prohibit Gas-Powered Leaf Blowers**

July 7, 2021

Page 2 of 3

Per the CAP and the Green Plan, City staff have drafted an update to Chapter 19A (Noise Regulation) of the City Municipal Code prohibiting the use of gas-powered leaf blowers in the City (Attachment 1).

Emissions from gas-powered lawn equipment including leaf blowers are a significant source of air and noise pollution in our community and can have severe impacts on the health of gardeners and landscape workers. Over 200 cities in the United States have enacted restrictions on gas-powered leaf blowers. Many of those cities, including West Hollywood, Berkeley, Beverly Hills, Claremont, and Santa Monica, have completely banned the use of gas-powered leaf blowers. The California State legislature is currently debating AB 1346, which would ban the sale of new gas-powered leaf-blowers, lawnmowers, and other small off-road engines. This ban would take effect by 2024, or earlier if deemed feasible by the California Air Resources Board. Adopting an ordinance prohibiting the use of gas-powered equipment prepares the South Pasadena community for future restrictions on such equipment.

The City ban would commence October 1, 2022, providing approximately a 12-15 month grace period before the effective date. During this time, staff will work with South Coast Air Quality Management District (AQMD) and the American Green Zone Alliance (AGZA) to provide outreach, education, and resources for commercial property owners, tenants, homeowners, and independent gardeners.

The City has already begun working with AGZA to provide our residents with resources and education on switching to electric lawn equipment. The first of several educational webinars was scheduled for June 23, 2021, and several in-person demonstrations will be scheduled throughout the one-year grace period. In addition, information regarding the South Coast AQMD Commercial Electric Lawn & Garden Equipment Exchange Program will be promoted on the South Pasadena Environmental Programs webpage at [www.southpasadenaca.gov/environmentalprograms](http://www.southpasadenaca.gov/environmentalprograms).

City staff will also work with the South Pasadena Library and the Public Works Department to evaluate the feasibility of establishing a tool lending library that would allow residents to rent out electric leaf blowers for a certain period of time.

**Background**

In 2016, the City of South Pasadena worked with AGZA to become a certified Green Zone City, meaning that all grounds maintenance on municipal properties including all public parks and the golf course, are serviced exclusively with low-noise, zero-emission, electric machinery. This conversion to electric equipment resulted in profound environmental remediation benefits including the reduction of pollutants such as carbon dioxide, particulate matter, hydrocarbons, etc. totaling 59 tons per year. In addition, the electric equipment are 40-70% quieter, instantly improving the quality of life in South Pasadena.

**Community Outreach**

This matter was reviewed at a public NREC meeting on May 25, 2021. Staff have partnered with AGZA to host several virtual workshops for homeowners and in-person demonstrations for

First Reading of Ordinance Amending SPMC Ch.19A to Prohibit Gas-Powered Leaf Blowers  
July 7, 2021  
Page 3 of 3

gardeners and landscapers before the effective date of the ordinance. The first virtual workshop was scheduled for June 23, 2021.

As noted in the ordinance, the City of South Pasadena will work with the South Coast AQMD and community organizations to provide outreach, education, and resources for commercial property owners, tenants, and homeowners. Additional outreach including print and digital informational materials and public service announcements will also extend to independent gardeners and large commercial grounds maintenance companies.

#### **Legal Review**

The City Attorney has reviewed this item and has approved the ordinance as written.

#### **Fiscal Impact**

If the proposed ordinance is adopted there will be costs associated with educational outreach and possible enforcement actions by staff. The ordinance restricting gas-powered leaf blowers would require gardeners/landscapers to obtain new electric equipment, which will likely incur a cost. Staff will investigate funding sources for incentives to ease the financial challenges of switching to new equipment. Currently, the South Coast AQMD offers an Electric Lawn and Garden Equipment incentive which provides up to 75% off commercial electric lawn and garden equipment in exchange for gas-powered lawn equipment including leaf blowers.

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

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

#### **Attachments:**

1. Ordinance Amending Chapter 19A (Noise Regulation) of the South Pasadena Municipal Code
2. Redlined Ordinance Amending Chapter 19A (Noise Regulation) of the South Pasadena Municipal Code

**ATTACHMENT 1**

**Ordinance Amending Chapter 19A (Noise Regulation)**

**CITY OF SOUTH PASADENA  
ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,  
AMENDING SECTIONS 19A.12.1 (“POWER YARD MAINTENANCE  
EQUIPMENT—DEFINITIONS”) AND 19A.12.4 (“LEAF BLOWERS —  
REGULATION OF USE”) OF CHAPTER 19A (“NOISE REGULATION”)   
OF THE SOUTH PASADENA MUNICIPAL CODE  
RELATING TO LEAF BLOWERS

The people of the City of South Pasadena do hereby ordain as follows:

**SECTION 1.** Section 19A.12.1 (“Power Yard Maintenance Equipment - Definitions”) of Chapter 19A ("Noise Regulation") of the South Pasadena Municipal Code is amended to read as follows:

**19A.12.1 Power yard maintenance equipment—Definitions.**

For the purposes of Sections 19A.12.1 through 19A.12.5, the following words and phrases shall have the following meanings:

- (a) “Leaf blower” means a machine, powered by a gasoline engine or electric motor, which uses a concentrated stream of air to blow, displace, or vacuum leaves, grass clippings, dirt, and/or other debris or material.
- (b) “Lot” means an area of real property within the city as defined in Chapter 36, zoning ordinance of the city.
- (c) “Power yard maintenance equipment” means any gasoline or electric powered engine-driven device or machine used primarily for the maintenance of lawns, shrubs, trees or other landscaping. Such devices include, but are not limited to, lawn mowers, leaf blowers, string trimmers, edgers, hedge trimmers, and chain saws.

**SECTION 2.** Sections 19A.12.4 (“Leaf blowers —Regulation of use”) of Chapter 19A ("Noise Regulation") of the South Pasadena Municipal Code is amended to read as follows:

**19A.12.4 Leaf blowers —Regulation of use.**

- (a) Commencing October 1, 2022, it is prohibited for any property owner (including the city) or tenant or any employee, agent, or contractor working for a property owner or tenant to operate or authorize the operation of a gas-powered leaf blower at any time for any purpose. The property owner or tenant of the property shall be responsible for violations of this ordinance.
- (b) Commencing October 1, 2022 , it is prohibited for any property owner (including the city) or tenant or any employee, agent, or contractor working for a property owner or tenant to operate or authorize the operation of any electrically powered leaf blower at any time that does not comply with noise limits set by SPMC 19A.12. The property owner or tenant of the property shall be responsible for violations of this ordinance.



(c) Commencing October 1, 2022, the following shall be exempt from the provisions 19A.12.4 (a) and (b) of this chapter:

1. Leaf blowers (gas powered or electrically powered) utilized by emergency responders for the purpose of responding to an emergency, or necessary to restore, preserve, protect or save lives or property from imminent danger of loss or harm. Large, downed trees needing expedient areas cleared for the safety of the public.

(d) During the one-year grace period following the enactment of revisions and up to the October 1, 2022 effective date, the City of South Pasadena will work with the South Coast Air Quality Management District and community organizations to provide outreach, education, and resources for commercial property owners, tenants, and homeowners. Outreach including the following will also extend to independent gardeners and large commercial grounds maintenance companies which include:

1. Webinars, field workshops, print and digital informational materials, public service announcements, and a city phone number to call for ordinance details.

(e) As of October 1, 2022, no leaf blower shall be operated in a manner that directs dust and debris onto any neighboring parcel or public street.

(f) Commencing October 1, 2010, no business license shall be issued to any gardener and/or landscaper without proof of purchase of a leaf blower(s) allowed under subsection (a) and a signed declaration that the company will not use prohibited leaf blowers in the city.

(g) The full blower nozzle extension shall be used for maximum efficiency and to minimize the spread of dust.

(h) After leaf blower use, debris and waste materials shall be disposed of in the appropriate disposal receptacle or any other equivalent container.

(i) Leaf blowers shall be in proper working order and all manufacturers' noise and dust control equipment on the leaf blower shall remain on the blower and be in operating condition.

**SECTION 4. CEQA.** The City Council hereby finds that the proposed Code amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines § 15061(b)(3), which states the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. It may be seen with certainty that there is no possibility this regulatory amendment prohibiting gas-powered leaf blowers may have a significant negative effect on the environment. Contrarily, the amendment will have a positive effect on the environment by reducing pollutants and greenhouse gas emissions.

**SECTION 5.** This ordinance shall take effect thirty (30) days after its final passage and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

PASSED AND ADOPTED by the City Council of the City of South Pasadena, State of California, on \_\_\_\_\_, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Diana Mahmud, Mayor

Attest:

\_\_\_\_\_  
Lucie Colombo, CMC, CPMC  
City Clerk

**CITY OF SOUTH PASADENA  
OFFICE OF THE CITY CLERK**

**CERTIFICATION OF ORDINANCE**

**STATE OF CALIFORNIA)**

**COUNTY OF LOS ANGELES)      SS**

**CITY OF SOUTH PASADENA)**

I, Lucie Colombo, CMC, CPMC, City Clerk of the City of South Pasadena, do hereby certify that Ordinance No. xxxx, was duly and regularly introduced and placed upon its first reading at a Regular meeting of the City Council on July 7, 2021, and that thereafter, said Ordinance was duly adopted and passed at a Regular meeting of the City Council on this xxx day of xxxx 2021, by the following votes as the same appears on file and of record in the Office of the City Clerk.

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

LUCIE COLOMBO, CMC, CPMC  
City Clerk

**ATTACHMENT 2**

Redlined Ordinance Amending Chapter 19A (Noise Regulation)

**CITY OF SOUTH PASADENA  
ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,  
AMENDING SECTIONS 19A.12.1 (“POWER YARD MAINTENANCE  
EQUIPMENT—DEFINITIONS”) AND 19A.12.4 (“LEAF BLOWERS —  
REGULATION OF USE”) OF CHAPTER 19A (“NOISE REGULATION”) OF  
THE SOUTH PASADENA MUNICIPAL CODE  
RELATING TO LEAF BLOWERS

The people of the City of South Pasadena do hereby ordain as follows:

**SECTION 1.** Section 19A.12.1 (“Power Yard Maintenance Equipment - Definitions”) of Chapter 19A (“Noise Regulation”) of the South Pasadena Municipal Code is amended to read as follows:

**19A.12.1 Power yard maintenance equipment—Definitions.**

For the purposes of Sections 19A.12.1 through 19A.12.5, the following words and phrases shall have the following meanings:

- (a) “Leaf blower” means ~~any air-blowing machine which uses a concentrated stream of air to blow leaves, grass cuttings, trash or other debris and material.~~ a machine, powered by a gasoline engine or electric motor, which uses a concentrated stream of air to blow, displace, or vacuum leaves, grass clippings, dirt, and/or other debris or material
- (b) “Lot” means an area of real property within the city as defined in Chapter 36, zoning ordinance of the city.
- (c) “Power yard maintenance equipment” means any gasoline or electric powered engine-driven device or machine used primarily for the maintenance of lawns, shrubs, trees or other landscaping. Such devices include, but are not limited to, lawn mowers, leaf blowers, string trimmers, edgers, hedge trimmers, and chain saws.

**SECTION 2.** Sections 19A.12.4 (“Leaf blowers —Regulation of use”) of Chapter 19A (“Noise Regulation”) of the South Pasadena Municipal Code is amended to read as follows:

**19A.12.4 Leaf blowers —Regulation of use.**

- (a) ~~The use of leaf blowers, with the exception of California Air Resources Board (CARB) approved gasoline-powered leaf blowers and electric powered leaf blowers (“approved leaf blowers”) shall be prohibited in the city after October 1, 2010.~~ Commencing October 1, 2022, it is prohibited for any property owner (including the city) or tenant or any employee, agent, or contractor working for a property owner or tenant to operate or authorize the operation of a gas-powered leaf blower at any time for any purpose. The property owner or tenant of the property shall be responsible for violations of this ordinance.
- (b) ~~Commencing October 1, 2010, all CARB-approved gasoline leaf blowers shall prominently display a city issued decal/seal verifying its approved status.~~ Commencing October 1, 2022, it is

prohibited for any property owner (including the city) or tenant or any employee, agent, or contractor working for a property owner or tenant to operate or authorize the operation of any electrically powered leaf blower at any time that does not comply with noise limits set by SPMC 19A.12. The property owner or tenant of the property shall be responsible for violations of this ordinance.

(c) Commencing October 1, 2022, the following shall be exempt from the provisions 19A.12.4 (a) and (b) of this chapter:

1. Leaf blowers (gas powered or electrically powered) utilized by emergency responders for the purpose of responding to an emergency, or necessary to restore, preserve, protect or save lives or property from imminent danger of loss or harm. Large, downed trees needing expedient areas cleared for the safety of the public.

(d) During the one-year grace period following the enactment of revisions and up to the October 1, 2022 effective date, the City of South Pasadena will work with the South Coast Air Quality Management District and community organizations to provide outreach, education, and resources for commercial property owners, tenants, and homeowners. Outreach including the following will also extend to independent gardeners and large commercial grounds maintenance companies which include:

1. Webinars, field workshops, print and digital informational materials, public service announcements, and a city phone number to call for ordinance details.

(e) As of October 1, 2022, no leaf blower shall be operated in a manner that directs dust and debris onto any neighboring parcel or public street.

(ef) Commencing October 1, 2010, no business license shall be issued to any gardener and/or landscaper without proof of purchase of a leaf blower(s) allowed under subsection (a) and a signed declaration that the company will not use prohibited leaf blowers in the city.

(dg) The full blower nozzle extension shall be used for maximum efficiency and to minimize the spread of dust.

(eh) After leaf blower use, debris and waste materials shall be disposed of in the appropriate disposal receptacle or any ~~trash receptacles or~~ other equivalent container.

(i) Leaf blowers shall be in proper working order and all manufacturers' noise and dust control equipment on the leaf blower shall remain on the blower and be in operating condition.

**SECTION 4. CEQA.** The City Council hereby finds that the proposed Code amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines § 15061(b)(3), which states the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. It may be seen with certainty that there is no possibility this regulatory amendment prohibiting gas-powered leaf blowers may have a significant negative effect on the environment. Contrarily, the amendment will have a positive effect on the environment by reducing pollutants and greenhouse gas emissions.

**SECTION 5.** This ordinance shall take effect thirty (30) days after its final passage and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

PASSED AND ADOPTED by the City Council of the City of South Pasadena, State of California, on \_\_\_\_\_, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Diana Mahmud, Mayor

Attest:

\_\_\_\_\_  
Lucie Colombo, CMC, CPMC  
City Clerk



# City Council Agenda Report

ITEM NO. 16

**DATE:** July 7, 2021

**FROM:** Arminé Chaparyan, City Manager *AC*

**PREPARED BY:** Shahid Abbas, Public Works Director  
Leonna Dewitt, Public Works Assistant

**SUBJECT:** **Adoption of a Resolution Confirming an Annual Levy and Collection of Assessments for the Lighting and Landscaping Maintenance District (LLMD) for Fiscal Year (FY) 2021-22**

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## Recommendation

It is recommended that the City Council, after receiving public testimony at the public hearing, adopt the attached resolution confirming the annual, levy and collection of assessments for the LLMD for FY 2021-22.

## Discussion/Analysis

The proposed resolution (Attachment 1) confirms an annual levy and collection of assessment for the LLMD for FY 2021-22. The public hearing allows property owners to comment on the assessments that is legally required to annually re-establish LLMD revenues.

The LLMD assessments provides annual funds for the maintenance and operation of traffic signals, streetlights, median landscaping, street tree trimming, and tree removals and replacements. Each year, the City Council establishes assessments to cover these costs. The annual process to levy assessments requires an Engineer's Report that provides the details of the LLMD including the maintenance cost estimates, the method of assessment, the assessment diagram and the assessment roll. The maintenance costs are distributed equitably by assessing properties in accordance with special benefits received. Revenues generated by the LLMD will substantially cover the maintenance costs within the LLMD's service area, which coincides with the City of South Pasadena boundaries. The City Council has previously approved the methodology for the assessment and such methodology will continue this year.

On April 21, 2021, the City Council approved Resolution 7717 authorizing the preparation of the Engineer's Report for the FY 2021-22 LLMD assessment. On May 19, 2021, the City Council approved Resolution 7718 approving the Engineer's Report, declaring the intention to levy and collect the assessments and setting the public hearing for the LLMD for June 16, 2021 at 6:30 pm. The public hearing was subsequently postponed until July 7, 2021 at 7:00 pm. At tonight's meeting, City Council may confirm the levy and collection of assessments for the FY 2021-22 by adopting the attached resolution.



## LLMD Resolution Confirming Annual Levy and Collection of Assessments for FY 2021-22

July 7, 2021

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**Next Steps**

In August 2021, Harris & Associates will submit the assessments to the Los Angeles County Auditor-Controller's Office so that the assessments are included on the property tax bills that are mailed to property owners in the fall.

**Background**

Assessments are computed based on the number of equivalent single-family dwelling units (EDU) in the LLMD. The EDU methodology includes adjustments to commercial, vacant, and multi-residential property in a manner detailed on pages six to eight in the Engineer's Report. Local benefits are divided into four zones depending upon the type of street lighting in the neighborhood.

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

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

Zone	Assessment (\$/EDU)		
	City Wide	Local Benefits	Total
1	\$71.26	\$25.86	\$97.12
2	\$71.26	\$32.83	\$104.09
3	\$71.26	\$7.66	\$78.92
4	\$71.26	none	\$71.26

Properties owned by the City (parks, municipal facilities, etc.), the South Pasadena Unified School District, the State (Caltrans properties), or the U.S. Government (post office) are exempt from LLMD assessments. In FY 2021-22, there will be no change or increase in assessment rates under the currently proposed LLMD.

**Legal Review**

The City Attorney has reviewed this item.

**Fiscal Impact**

The estimated cost to operate the LLMD is \$1,227,881 and the annual revenue is \$896,285 requiring the general fund to subsidize the LLMD in the amount of \$331,596 annually. In order to close the budget gap, the City will be looking at several options to reduce expenditures. In order for the LLMD to be self-reliant, services within the LLMD may have to be reduced. This may take the form of increasing the interval between tree pruning cycles, eliminating tree

LLMD Resolution Confirming Annual Levy and Collection of Assessments for FY 2021-22  
July 7, 2021  
Page 3 of 3

plantings, deferring traffic signal maintenance, foregoing street light replacements, reducing median maintenance, and further deferring maintenance to hardscape caused by tree root infiltration. The detailed expenditures within the LLMD will be evaluated during the annual budget process.

**Community Outreach**

The public will have an opportunity to comment on this matter during tonight's public hearing. Copy of the Engineer's Report (Attachment 2) is also available for viewing on the City's website under Public Works Department homepage.

**Public Notification of Agenda Item**

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

**Attachments:**

1. Resolution
2. LLMD Engineer's Report for FY 2021-22

**ATTACHMENT 2**  
Resolution

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

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,  
CONFIRMING THE FISCAL YEAR 2021-22 ANNUAL LEVY AND  
COLLECTION OF ASSESSMENTS CERTAIN MAINTENANCE IN  
AN EXISTING DISTRICT PURSUANT TO THE PROVISIONS OF  
DIVISION 15, PART 2 OF THE STREETS AND HIGHWAYS  
CODE OF THE STATE OF CALIFORNIA**

**WHEREAS**, the City Council of the City of South Pasadena (City Council), California, has previously formed a Street Lighting and Landscaping Maintenance District pursuant to the terms and provision of the “Landscaping and Lighting Act of 1972,” in what is known and designated as City of South Pasadena (City), Lighting and Landscaping Maintenance District (District) for Fiscal Year 2021-22; and

**WHEREAS**, on May 19, 2021, the City Council approved the Engineer’s Report and adopted the Resolution of Intention for the annual levy and collection of assessments for Fiscal Year 2021-22 to provide for the costs and expenses necessary for continued maintenance of improvements within said District to set a time and place for a Public Hearing on June 16, 2021 and it was subsequently postponed until July 7, 2021 at 7:00 pm ; and

**WHEREAS**, the proposed assessment rates for Fiscal Year 2021-22 shall not increase over the assessments rates levied in Fiscal Year 2020-21; and

**WHEREAS**, the City Clerk did proceed to give notice of the time and place for the Public Hearing on all matters relating to said annual levy of the proposed assessment; and

**WHEREAS**, at this time, this City Council has heard all testimony and evidence and is desirous of proceeding with said annual levy of assessments.

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

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

**SECTION 2.** That upon the conclusion of the Public Hearing, written protest filed, and not withdrawn, are overruled and denied.

**SECTION 3.** That the estimates of costs, the assessment diagram, the assessments, and all other matters, as set forth in the Engineer's Report, pursuant to said "Landscaping and Lighting Act of 1972," as submitted, are hereby approved, adopted by this City Council and hereby confirmed.

**SECTION 4.** That the maintenance work of improvements contemplated by the Resolution of Intention shall be performed pursuant to law and the County Auditor shall enter on the County Assessment Roll the amount of the Assessment and said Assessment shall then be collected at the same time and in the same manner as the County taxes are collected.

**SECTION 5.** That the City has previously established a special fund known as:

CITY OF SOUTH PASADENA  
LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT

into which the City shall place all monies collected by the Tax Collector pursuant to the provisions of the resolution and the law and said transfer shall be made and accomplished as soon as said monies have been made available to the City.

**SECTION 6.** That the City Clerk is hereby ordered and directed to file a certified copy of the diagram and assessment roll with the County Auditor, together with a certified copy of this resolution upon its adoption.

**SECTION 7.** That a certified copy of the assessment and diagram shall be filed in the Office of the City Engineer, with a duplicate copy on file in the Office of the City Clerk and open for public inspection.

**SECTION 8.** The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

**PASSED, APPROVED AND ADOPTED ON** this 7<sup>th</sup> day of July, 2021.

\_\_\_\_\_  
Diana Mahmud, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lucie Colombo, CMC, CPMC  
City Clerk  
(seal)

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

**I HEREBY CERTIFY** the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 7<sup>th</sup> day of July, 2021, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

\_\_\_\_\_  
Lucie Colombo, CMC, CPMC  
City Clerk  
(seal)

**ATTACHMENT 2**  
FY 2021-22 Street Lighting and Landscaping  
Maintenance District Assessment Engineer's Report



# **FINAL ENGINEER'S REPORT**

## **CITY OF SOUTH PASADENA STREET LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT**

Fiscal Year 2021-22



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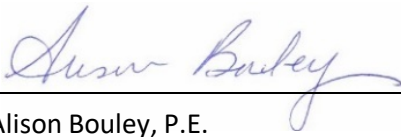
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# 1. CERTIFICATIONS

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

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

DATED: June 14, 2021

  
\_\_\_\_\_

BY: Alison Bouley, P.E.  
R.P.E. No. C61383



I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached, was filed with me on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Lucie Colombo, Interim City Clerk  
City of South Pasadena  
Los Angeles County, California

By \_\_\_\_\_

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of South Pasadena, California, on the \_\_\_ day of \_\_\_\_\_, 2021.

Lucie Colombo, Interim City Clerk  
City of South Pasadena  
Los Angeles County, California

By \_\_\_\_\_

## 2. REPORT

### CITY OF SOUTH PASADENA

### FISCAL YEAR 2021-22

### ENGINEER'S REPORT

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

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

### CITY OF SOUTH PASADENA

### STREET LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT

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

#### PART A

#### PLANS AND SPECIFICATIONS

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

#### PART B

#### ESTIMATE OF COST

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

## **PART C**

### **METHOD OF APPORTIONMENT**

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

## **PART D**

### **ASSESSMENT DIAGRAM**

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

## **PART E**

### **ASSESSMENT ROLL**

A listing of the amounts to be assessed on each benefited lot or parcel of land within the District in Fiscal Year 2021-22.

# 3. PART A - PLANS AND SPECIFICATIONS

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

**DESCRIPTION OF IMPROVEMENTS  
FOR THE CITY OF SOUTH PASADENA  
STREET LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT  
FISCAL YEAR 2021-22**

The proposed improvements for Fiscal Year 2021-22 may be generally described as the continued maintenance and operation of streets and sidewalks within the Assessment District, including the construction, operation, servicing and maintenance of landscaping, lighting and appurtenant facilities, including but not limited to, personnel, electrical energy, utilities such as water, materials, contracting services, and other items necessary for the satisfactory operation of these services described as follows:

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

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

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

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

## 4. PART B – ESTIMATE OF COST

### Estimate of Cost

Estimated costs for Fiscal Year 2021-22 for the construction, operation, servicing and maintenance of the landscaping and lighting facilities described in Part A are shown in the following table.

### ESTIMATE OF COST

<i>Land Use Category</i>	<i>Local</i>	<i>Citywide</i>	<i>District Total</i>
<b><i>I. Landscape Maintenance</i></b>			
<i>Street Tree Maintenance</i> <sup>1</sup>	\$0	\$537,481	\$537,481
<i>Street Tree Removal and Replacement</i>	\$0	\$75,000	\$75,000
<i>Median Landscape Maintenance</i>	<u>\$0</u>	<u>\$78,500</u>	<u>\$78,500</u>
<b><i>Landscape Maintenance Totals:</i></b>	<b>\$0</b>	<b>\$690,981</b>	<b>\$690,981</b>
<b><i>II. Street Lighting and Traffic Signals</i></b> <sup>2</sup>			
<i>Major Thoroughfare Street Lighting</i> <sup>3</sup>	\$49,200	\$147,600	\$196,800
<i>City-Owned Street Lighting</i>	\$82,000	\$0	\$82,000
<i>Edison-Owned Street Lighting</i>	<u>\$49,200</u>	<u>\$0</u>	<u>\$49,200</u>
<i>Street Lighting Subtotal</i>	\$180,400	\$147,600	\$328,000
<i>Traffic Signals</i>	<u>\$0</u>	<u>\$188,900</u>	<u>\$188,900</u>
<b><i>Street Lighting and Traffic Signal Totals:</i></b>	<b>\$180,400</b>	<b>\$336,500</b>	<b>\$516,900</b>
<b><i>III. Other Costs</i></b>			
<i>Capital Improvements</i>	\$0	\$0	\$0
<i>Damage to City Property</i>	\$0	\$0	\$0
<i>Administrative Costs</i> <sup>4</sup>	<u>\$0</u>	<u>\$20,000</u>	<u>\$20,000</u>
<b><i>Other Costs Totals:</i></b>	<b>\$0</b>	<b>\$20,000</b>	<b>\$20,000</b>
<b><i>TOTAL COSTS:</i></b>	<b><u>\$180,400</u></b>	<b><u>\$1,047,481</u></b>	<b><u>\$1,227,881</u></b>
<b><i>Revenue</i></b>			
<i>Assessment Revenue FY 2021-22</i>	\$161,915	\$734,370	\$896,285
<i>Non-Assessed Benefit Amount</i> <sup>5</sup>	<u>\$18,485</u>	<u>\$313,111</u>	<u>\$331,596</u>
<b><i>TOTAL REVENUE:</i></b>	<b><u>\$180,400</u></b>	<b><u>\$1,047,481</u></b>	<b><u>\$1,227,881</u></b>

- 1 Street tree maintenance costs include city staff costs and contracted costs for street tree maintenance and street tree related sidewalk repair.
- 2 Street lighting costs include city staff costs and electricity. The street lighting total (\$328,000) is allocated 60% to Major Thoroughfare (\$196,800), 25% to City-Owned (\$82,000) and 15% to Edison-Owned (\$49,200).
- 3 Major Thoroughfare street lighting costs (\$196,800) are allocated 25% to Local Zone 1 (\$49,200) and 75% to Citywide (\$147,600).
- 4 Administrative costs include city staff costs and contracted costs to manage the District and process the annual assessment levy.

## Fund Balance

The 1972 Act requires that a special fund be setup for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purpose as stated herein. A contribution to the District by the City may be made to reduce assessments or to fund costs which are greater than revenue from the assessments, as the City Council deems appropriate. Any balance or deficit remaining on July 1 must be carried over to the next fiscal year. Estimated beginning and ending fund balances for Fiscal Year 2021-22 are shown in the following table:

### FUND BALANCE

<i>Description</i>	<i>Amount</i>
<b><i>Fiscal Year 2020-21</i></b>	
<i>Beginning Balance (July 1, 2020)</i>	\$451,568
<i>FY 2020-21 Budget Surplus/(Deficit)</i>	(\$156,622)
<i>Contribution from Other Sources</i>	<u>\$0</u>
<b><i>Estimated Ending Balance (June 30, 2021):</i></b>	<b>\$294,946</b>
<b><i>Fiscal Year 2021-22</i></b>	
<i>Estimated Beginning Balance (July 1, 2021)</i>	\$294,946
<i>Estimated FY 2021-22 Budget Surplus/(Deficit)</i>	(\$331,596)
<i>Estimated Interest Earnings</i>	<u>\$4,800</u>
<b><i>Estimated Ending Balance (June 30, 2022):</i></b>	<b>(\$31,850)</b>

## 5. PART C – METHOD OF APPORTIONMENT

### General

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

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

— Streets and Highways Code Section 22573

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

### Impact of Proposition 218

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

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

**Maintenance Cost Inflation.** There has been an increase of cost to provide services over the years which have increased the District expenditures. However, the revenues have stayed the same due to the Proposition 218 limitations. As a result, the street light, traffic signal, and tree maintenance have been deferred. In addition, due to combined drought and aging forestry, staff has observed a substantial number of dead and diseased trees along with an increase in the number of claims due to fallen tree branches. As District operations and maintenance costs have increased, either maintenance has been deferred or the City's General Fund has been used to subsidize a portion of the costs. For Fiscal Year 2021-22, it is estimated that the revenue shortfall for the District will be approximately \$186,647.



**Fiscal Year 2017/18 Proposed Assessment Rate Increase.** In an attempt to generate additional revenues and eliminate the General Fund subsidy, the City proposed to form a new assessment District that would replace the existing assessment District if approved by property owners within the District by way of an assessment balloting procedure in compliance with Proposition 218. In January 2017, property owners were asked to vote in favor of, or against, the new District with increased rates that would be sufficient to cover District costs, as well as a built-in annual inflation factor to allow rate escalation to match up with cost inflation. The property owners did not vote in favor of the new District and the existing District remains in place.

## Equivalent Dwelling Unit Assessment Methodology

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

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

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

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

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

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

*Vacant Non-Residential.* Parcels defined as parcels which are not single family residential and which do not have structures on the parcel are assessed based upon the acreage of the parcel. The parcels

will be assessed at the rate of 25% of the developed non-residential properties, or 1.452 EDU per acre or any portion thereof, with a minimum of 0.25 EDU per parcel.

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

### EDU Rates by Land Use

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

## EDU RATES BY LAND USE

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

### Inventory of Assessed Parcels

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

## INVENTORY OF ASSESSED PARCELS

<i>Land Use Category</i>	<i>No. of Parcels</i>	<i>Dwelling Units</i>	<i>Acres</i>	<i>EDUs</i>
1 Single Family Residential (SFR)	4,390	4,390	N/A	4,390.00
2 Multi-Family Residential / Condominiums	2,020	6,512	N/A	5,209.60
3 Commercial / Industrial	322	N/A	121.93	650.74
4 Vacant – Residential	185	N/A	N/A	46.25
5 Vacant – Non-Residential	<u>29</u>	<u>N/A</u>	<u>3.51</u>	<u>8.91</u>
<b>District Totals:</b>	<b>6,946</b>	<b>10,902</b>	<b>125.44</b>	<b>10,305.50</b>

## District Benefits

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

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

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

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

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

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

## Types of Benefit

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

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

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

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

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

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

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

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

## Zones of Benefit

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

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

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

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

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

## EDUs Per Zone

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

### EDUS PER ZONE

<i>Benefit Zone</i>	EDUs
<i>Zone 1 (Major Thoroughfare Parcels)</i>	1,884.10
<i>Zone 2 (Residential Property – City-Owned Lights)</i>	2,056.16
<i>Zone 3 (Residential Property – Edison- Owned Lights)</i>	5,964.39
<i>Zone 4 (No Local Benefits – Citywide Benefits Only)</i>	<u>400.85</u>
<b>Total EDUs:</b>	<b>10,305.50</b>

## Citywide Benefit

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

### CITYWIDE BENEFIT

<i>Budget Item</i>	<i>Benefit Amount</i>
<i>Street Tree Maintenance</i>	\$537,481
<i>Street Tree Removal and Replacement</i>	\$75,000
<i>Median Landscape Maintenance</i>	\$78,500
<i>Major Thoroughfare Street Lighting</i>	\$147,600
<i>Traffic Signals</i>	\$188,900
<i>Capital Improvements</i>	\$0
<i>Damage to City Property</i>	\$0
<i>Administrative Costs</i>	<u>\$20,000</u>
<b>Total Citywide Benefit:</b>	<b>\$1,047,481</b>

## Citywide Benefit Per EDU

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

### CITYWIDE BENEFIT PER EDU

<i>Budget Item</i>	<i>EDUs</i>
<i>Total Citywide Benefit</i>	\$1,047,481
<i>Divided by Total Citywide EDUs</i>	<u>÷ 10,305.50</u>
<i>Calculated Citywide Benefit Per EDU</i>	\$101.64
<b>Maximum Citywide Benefit Per EDU:</b>	<b>\$71.26</b>

## Local Benefit

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

## LOCAL BENEFIT

<i>Budget Item</i>	Zone 1	Zone 2	Zone 3	Zone 4	Local Total
<i>Major Thoroughfare</i>	\$49,200	\$0	\$0	\$0	\$49,200
<i>City-Owned Street Lights</i>	\$0	\$82,000	\$0	\$0	\$82,000
<i>Edison-Owned Street Lights</i>	<u>\$0</u>	<u>\$0</u>	<u>\$49,200</u>	<u>\$0</u>	<u>\$49,200</u>
<b>Total Local Benefit:</b>	<b>\$49,200</b>	<b>\$82,000</b>	<b>\$49,200</b>	<b>\$0</b>	<b>\$180,400</b>

### Local Benefit Per EDU

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

## LOCAL BENEFIT PER EDU

<i>Description</i>	Zone 1	Zone 2	Zone 3	Zone 4
<i>Total Local Benefit</i>	\$49,200.00	\$82,000.00	\$49,200.00	\$0.00
<i>Divided by Total Zone EDUs</i>	÷ 1,884.10	÷ 2,056.16	÷ 5,964.39	÷ 400.85
<i>Calculated Local Benefit Per EDU</i>	\$26.11	\$39.88	\$8.25	\$0.00
<b>Maximum Local Benefit Per EDU:</b>	<b>\$25.86</b>	<b>\$32.83</b>	<b>\$7.66</b>	<b>\$0.00</b>

### Assessment Summary

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

## ASSESSMENT SUMMARY

<i>Description</i>	Zone 1	Zone 2	Zone 3	Zone 4	Local Total
<i>Calculated Citywide Benefit Assessment</i>	\$191,506	\$208,993	\$606,238	\$40,744	\$1,047,481
<i>Calculated Local Benefit Assessment</i>	<u>\$49,200</u>	<u>\$82,000</u>	<u>\$49,200</u>	<u>\$0</u>	<u>\$180,400</u>
<b>Total Calculated Benefit Assessment:</b>	<b>\$240,706</b>	<b>\$290,993</b>	<b>\$655,438</b>	<b>\$40,744</b>	<b>\$1,227,881</b>
<i>Maximum Citywide Benefit Assessment</i>	\$134,261	\$146,522	\$425,023	\$28,565	\$734,371
<i>Maximum Local Benefit Assessment</i>	<u>\$48,724</u>	<u>\$67,503</u>	<u>\$45,687</u>	<u>\$0</u>	<u>\$161,914</u>
<b>Total Maximum Benefit Assessment:</b>	<b>\$182,985</b>	<b>\$214,025</b>	<b>\$470,710</b>	<b>\$28,565</b>	<b>\$896,285</b>
<b>Non-Assessed Benefit Amount:</b>	<b>\$57,721</b>	<b>\$76,968</b>	<b>\$184,728</b>	<b>\$12,179</b>	<b>\$331,596</b>

## Assessment Rates

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

### ASSESSMENT RATES

<i>Description</i>	Zone 1	Zone 2	Zone 3	Zone 4
<i>Calculated Citywide Rate Per EDU</i>	\$87.47	\$87.47	\$87.47	\$87.47
<i>Calculated Local Rate Per EDU</i>	<u>\$26.11</u>	<u>\$39.88</u>	<u>\$8.25</u>	<u>\$0.00</u>
<b><i>Total Calculated Rate Per EDU:</i></b>	<b>\$113.58</b>	<b>\$127.35</b>	<b>\$95.72</b>	<b>\$87.47</b>
<i>Maximum Citywide Rate Per EDU</i>	\$71.26	\$71.26	\$71.26	\$71.26
<i>Maximum Local Rate Per EDU</i>	<u>\$25.86</u>	<u>\$32.83</u>	<u>\$7.66</u>	<u>\$0.00</u>
<b><i>Total Maximum Rate Per EDU:</i></b>	<b>\$97.12</b>	<b>\$104.09</b>	<b>\$78.92</b>	<b>\$71.26</b>
<b><i>Non-Assessed Rate Per EDU:</i></b>	<b>\$16.46</b>	<b>\$23.26</b>	<b>\$16.80</b>	<b>\$16.21</b>

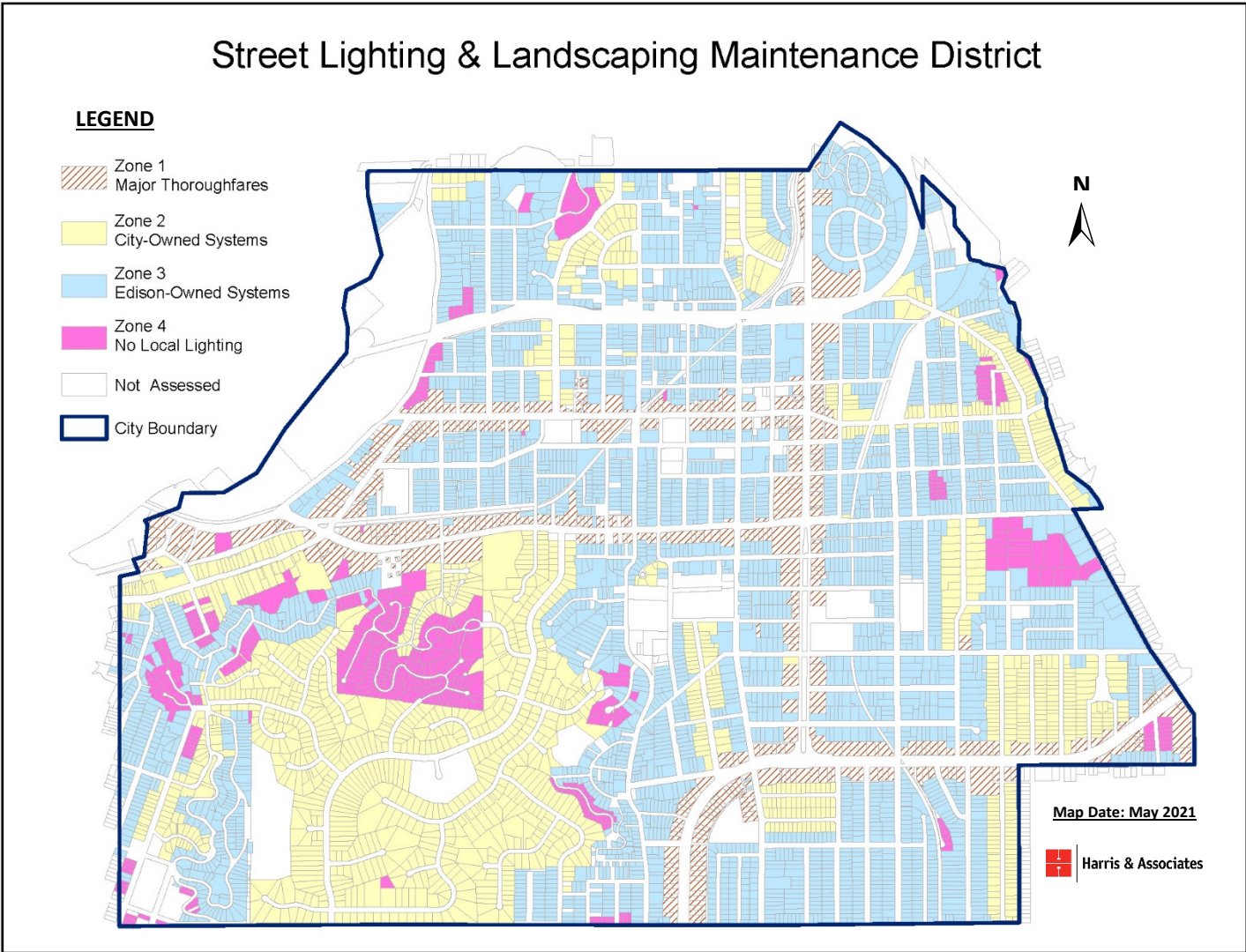


# 6. PART D – ASSESSMENT DIAGRAM

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

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

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





## 7. PART E – ASSESSMENT ROLL

The assessment set forth for each parcel is shown on the Assessment Roll for the District, submitted separately, as "Assessment Roll for City of South Pasadena, Street Lighting & Landscaping Maintenance District, Fiscal Year 2021-22", which is incorporated by reference herein and is on file in the Office of the City Clerk.

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

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



# City Council Agenda Report

ITEM NO. 17

**DATE:** July 7, 2021

**FROM:** Arminé Chaparyan, City Manager *Ac*

**PREPARED BY:** Joanna Hankamer, Planning & Community Development Director

**SUBJECT:** **Authorize a Professional Services Agreement with Economic and Planning Systems, Inc. (EPS) for an Inclusionary Housing In-Lieu Fee Study and Affordable Housing Program Recommendations in an Amount Not-to-Exceed \$73,345 and Increase the Planning & Community Development Contract Services Account by \$13,345 from the General Fund for Fiscal Year 2021-2022**

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## Recommendation

It is recommended that the City Council:

1. Authorize the City Manager to execute a Professional Services Agreement (PSA) with Economic and Planning Systems, Inc. (EPS) in an amount not to exceed \$73,345 for preparation of an Inclusionary Housing In-Lieu Fee Study and Affordable Housing Program Recommendations; and
2. Appropriate \$13,345 from General Fund Undesignated Reserves to the Planning and Community Development Contract Services Account 101-7010-7011-8170.

## Background

On May 5, 2021, the City Council adopted an Inclusionary Housing Ordinance requiring residential development projects with three units or more to include affordable housing units as part of the project. As a means of alternative compliance, the ordinance allows projects with three or four units or ownership (condominium) units to pay an in-lieu fee rather than provide the units on-site. The ordinance requires that the fee be established at a level that is “equivalent to the cost of providing a comparable unit for each unit that would have been provided in the project” (SPMC 36.375.110). The City Council directed staff to initiate an economic analysis, as a high priority, to establish a resolution for the in-lieu fee.

South Pasadena does not currently have an affordable housing program and is a member of the San Gabriel Valley Regional Housing Trust (SGVRHT). The Inclusionary Housing Ordinance allows the City Council to either set up a program to utilize in-lieu fees collected for the purpose of building affordable housing units or to transfer fees collected to the SGVRHT, leveraging the fees with other funding sources to build more units both in South Pasadena and regionally. In order for the City Council to make a decision on the best path forward, more information and analysis is needed.

Professional Services Agreement with Economic and Planning Systems Inc. for an Inclusionary Housing In-lieu Fee Study and Affordable Housing Program Recommendations  
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Following a Request for Proposals process, staff recommends that the City Council approve a contract with EPS to conduct an economic analysis of the Inclusionary Housing Ordinance, including recommendations for an in-lieu fee and a potential affordable housing program. As an optional task to the study, EPS could also evaluate City administration of some of the Caltrans properties within a wider affordable housing program. Following the conclusion of the State Route 710 (SR-710) freeway alternative, the California Department of Transportation (Caltrans) has undergone a surplus property disposition process. This process may provide a unique opportunity for the City to reclaim these properties as part of the community and provide much needed affordable housing to address the City's significant Regional Housing Needs Assessment allocation.

### **Discussion/Analysis**

#### *The RFP Process*

Per the City Council's direction, staff prepared a Request for Proposals (RFP) for an Inclusionary Housing In-Lieu Fee Study and Affordable Housing Program Recommendations. The RFP sought economic consultants with expertise in developing fees and affordable housing programs to advise the City on an appropriate in-lieu fee, which developers with eligible projects can opt to pay instead of providing on-site affordable housing, and on whether an in-house or a regional program would make the most sense for South Pasadena given its particular characteristics and fiscal constraints. The RFP requested a project budget for the fee and affordable housing program analysis, including public outreach and meeting participation. The RFP also requested the inclusion of two optional tasks:

1. Analysis and recommendations on opportunities for the City to administer an affordable housing program utilizing Caltrans surplus properties; and
2. Analysis and recommendations regarding waiving other development fees in conjunction with the provision of on-site inclusionary housing units.

Optional Task #1, the Caltrans analysis, would utilize the cost estimates for land acquisition and rehabilitation currently being prepared under another consultant contract and develop scenarios to help the City understand how many units could be produced, funding sources that might be leveraged and other program details in order to help the Council make an informed decision about whether South Pasadena should undertake such a program. Optional Task #2, the fee waiver analysis, would provide an understanding about whether such waivers would have a positive impact on residential development relative to the loss of funding for other priorities that the fees support.

The RFP was posted on May 10, 2021, for approximately three weeks on PlanetBids to ensure wide distribution and a fair bidding process. On June 3, 2021, the RFP closed and three bids were received from the following firms (with total bid amount not including contingency):

- David Paul Rosen and Associates (DRA) - \$74,500

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- Economic & Planning Systems (EPS) - \$73,345
- Harris & Associates - \$98,015

#### *Consultant Selection*

DRA and EPS met all criteria for the project and an inter-departmental review team held interviews with both on June 9, 2021, and June 14, 2021. In addition to Planning and Community Development staff, the review team included staff from the Finance Department and Management Services Department. After reviewing the proposals and conducting interviews, EPS was selected as the most qualified due to their experience with calculating affordable housing fees, analyzing affordable housing programs, direct work in the San Gabriel Valley involving the housing trust and other housing issues, and knowledge of Caltrans surplus property processes with experience in the Bay Area.

Staff contacted two of EPS's references who confirmed the qualifications and high quality work performed by the individuals in the firm who will perform the scope of work for South Pasadena.

The EPS proposal includes \$59,665 to conduct the required RFP scope and \$13,680 for the two optional tasks (\$7,600 for Caltrans Analysis and \$6,080 for Fee Waiver Analysis). Staff is recommending that Council authorize both optional tasks as part of the contract as the cost is relatively low and the information will be of tremendous benefit to the Council and support housing element policy development. The draft professional services agreement is attached to this report.

#### **Public Outreach Process**

Developing project pro-formas and calculating in-lieu fees require full understanding of local development costs and the impact of the fee on project feasibility and a developer's decision to provide on-site units versus opting to pay the fees. Because the ordinance only allows the in-lieu fee option for smaller projects (three or four units) and ownership projects, the consultants' outreach will primarily focus on developers with these types of projects. In addition, outreach will include a study session with the Planning Commission in order to benefit from their expertise and provide a public forum for input and discussion of the fee analysis.

#### **Schedule & Timeline**

EPS has proposed a five-month schedule for the project. Assuming a Notice to Proceed in July, staff anticipates returning to Council with a fee and program recommendation in December.

#### **Legal Review**

The City Attorney has reviewed this item and reviewed the RFP process and draft contract to ensure compliance with the City's requirements.

#### **Fiscal Impact**

The FY 2021-2022 budget included \$60,000 for inclusionary housing in-lieu fee and affordable housing program studies. The recommendation in this staff report would allocate those funds for

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this purpose. If Council approves the optional tasks, an additional \$13,345 would be allocated from the General Fund Undesignated Reserves, to account number 101-7010-7011-8170.

**Public Notification of Agenda Item**

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

**Attachment:** Professional Services Agreement - EPS

**ATTACHMENT 1**  
Professional Services Agreement - Economic  
and Planning Systems, Inc.

**PROFESSIONAL SERVICES AGREEMENT  
FOR CONSULTANT SERVICES**

**(City of South Pasadena / *Economic and Planning Systems, 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 Economic and Planning Systems, Inc. (“Consultant”).

**2. RECITALS**

- 2.1. City has determined that it requires the following professional services from a consultant: To conduct an inclusionary housing in-lieu fee study and provide affordable housing program recommendations including opportunities associated with the Caltrans surplus properties and options to waive development fees.
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

**3. DEFINITIONS**

- 3.1. “Scope of Services”: Such professional services as are set forth in the written Scope of Services attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project 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 Seventy-Three Thousand Three Hundred Fourty-Five Dollars (\$73,345).
- 3.5. “Commencement Date”: July 7, 2021.
- 3.6. “Termination Date”: December 31, 2021.

#### 4. TERM

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

#### 5. CONSULTANT’S DUTIES

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

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\$2,000,000 aggregate

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

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

- 12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period

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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: 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

Joanna Hankamer  
 City of South Pasadena  
 Planning and Community Development  
 Department  
 1414 Mission Street  
 South Pasadena, CA 91030  
 Telephone: (626) 403-7240  
 Facsimile: (626) 403-7241

## If to Consultant

Darin Smith  
 Managing Principal  
 Economic and Planning Systems, Inc.  
 1330 S Broadway, Suite 450  
 Oakland, CA 94612  
 Telephone: (510) 841-9190

With courtesy copy to:

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

## 15. SURVIVING COVENANTS

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

## 16. TERMINATION

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

the benefit of such work as may have been completed up to the time of such termination.

- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

## 17. INTERPRETATION OF AGREEMENT

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

## 18. GENERAL PROVISIONS

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

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

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

“City”  
City of South Pasadena

“Consultant”  
Economic and Planning Systems, Inc.

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

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

Printed: Arminé Chaparyan

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

Title: City Manager

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

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

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

**Attest:**

By: \_\_\_\_\_  
Lucie Colombo, CMC, CPMC  
City Clerk

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

**Approved as to form:**

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

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

## Exhibit A: Scope of Work

The following section describes the Scope of Work proposed by EPS to support the City in considering an in-lieu fee and other programs to increase the availability of affordable housing. Given the iterative nature of this planning process, and the variety of technical issues that may arise, various elements of this Work Program may need to be updated as the process unfolds.

- **Task 1 - Project Initiation Kick-off Meeting**
  - EPS will participate in a project initiation kick-off meeting via phone or videoconference with City staff to discuss the context of the Project and the specific objectives. The primary goal of this meeting is to finalize the scope, including options for study methodology, deliverables, project schedule, and other project related issues. EPS will use this opportunity to identify and request existing data, documents, and other pertinent information that City staff can provide. EPS will also review the City’s Inclusionary Housing Ordinance (IHO), relevant sections of the City’s Housing Element, and other guidelines before the meeting, in order to facilitate a discussion with staff about the current context, existing implementation, and the City’s goals for affordable housing development. Particular attention will be paid to the City’s stated objective that “the proposed in-lieu fee should be established to incentivize building the required affordable housing units on-site,” as this desire will affect how the in-lieu fee is calculated.
    - Deliverable: Summary of Kick-off Meeting and Finalized Project Schedule
- **Task 2: In-lieu Fee Methodology and Analysis**
- **Task 2.1 Prototypes, Assumptions and Proposed Methodology**
  - EPS will review market data and solicit input from City staff and key stakeholders to generate assumptions regarding typical residential product types, development costs, and market values for market-rate and affordable housing in the City and larger San Gabriel Valley region. Based on this review, EPS will prepare a memo outlining in detail our recommended approach to calculating the in-lieu fee, what assumptions will be used, and the housing prototypes to be analyzed. The memo will also identify any applicable state and federal laws regarding inclusionary housing in-lieu fees to demonstrate that the proposed methodology complies with such requirements.
    - Deliverable: Memo of Proposed Prototypes and Assumptions for Analysis
- **Task 2.2 In-lieu Fee Study: Draft Report**
  - Using the recommendations outlined in the Task 2.1 memo, and the affordable income levels specified in the City’s IHO, EPS will assemble a series of “static” pro forma financial models for the identified market-rate and affordable housing prototypes. The pro forma models for affordable units will be used to calculate the full cost of developing units at the required affordability levels, as well as the feasibility gap associated with developing such units given their market value. Depending on the methodology recommended in Task 2.1, these numbers will form the basis of the potential in-lieu fee. The pro forma models for market-rate units will be utilized to determine the feasibility impacts of the potential in-lieu fee on new development. This analysis will include an assessment of the impacts of the IHO’s minimum deed-restriction term of 55 years. EPS will consult with targeted stakeholders in the market-rate and affordable housing developer community to vet the assumptions utilized in the pro forma models. EPS will produce an administrative draft report detailing the findings of the in-lieu fee calculation analysis. The report will be

delivered to City staff for review. EPS will receive and incorporate one (1) set of comments from the City into the final report produced in Task 2.3.

- Deliverable: Draft In-lieu Fee Study Report and Recommendations
- **Task 2.3 Final In-lieu Fee Study Report**
  - Based on staff's comments on the draft report and discussions/meetings as needed, EPS will prepare the final in-lieu fee study report within 30 days of receipt of comments.
    - Deliverable: Final In-lieu Fee Study Report and Recommendations
- **Task 3: Affordable Housing Program**
- **Task 3.1 Affordable Housing Program Options**
  - Based on the in-lieu fee level calculated in Task 2 and the projected number of new units to be developed in the City (as informed by the City's General Plan and input from City staff), EPS will calculate an order-of-magnitude estimate for the amount of revenue likely to be generated by the in-lieu fee. Using this estimate and information gathered on the costs of affordable housing development, EPS will estimate the number of new affordable units that the City could support with these revenues through a City-administered affordable housing production program. The estimate will take into account the potential administrative costs associated with the local program, including staff or consulting time for fee collection as well as solicitation of and negotiation with potential recipients of the collected fees, as informed by discussions with other communities regarding their fee administration. EPS will also provide a high-level estimate of production that could be attained through leveraging the local funds with other common funding sources such as Low-Income Housing Tax Credits. EPS will then review the City's existing partnership with the San Gabriel Valley Regional Housing Trust (SGVRHT) in order to understand the potential affordable housing production that can be realized by leveraging that partnership. This review will include a discussion with City staff and relevant staff at SGVRHT to understand the operational and funding implications of such an approach. Based on these discussions, EPS will provide an estimate of the potential affordable unit production associated with directing the City's in lieu fee revenues towards its partnership with SGVRHT, and compare this production to the estimated production associated with a locally-administered program. In addition to housing production effects, the regional approach may affect how South Pasadena is credited with contributions and housing production at the State level, including in relation to its RHNA targets. EPS will aim to identify, describe, and potentially quantify how such implications may impact the merits of the regional approach. The findings of this analysis will be detailed in a draft memorandum to be delivered to City staff for review. The memo will contain comparison tables and graphics that will convey the analysis clearly to the public and key City decision-makers. EPS will receive and incorporate one (1) set of comments from the City into the final memo produced in Task 3.2.
    - Deliverable: Draft Comparative Housing Program Memo
- **Task 3.2 Final Comparative Affordable Housing Program Memo**
  - Based on staff's comments on the draft memo and discussions/meetings as needed, EPS will prepare the final housing program memo within 30 days of receipt of comments.
    - Deliverable: Final Comparative Housing Program Memo
- **Task 4: Public Outreach/Meetings**
  - During the project kick-off stage, EPS will work with the City to identify the appropriate target groups of stakeholders with whom to engage in order to validate various assumptions necessary for the analyses in Task 2 (i.e. construction costs). The City and EPS will coordinate

three (3) virtual public workshops. The local business community, commercial and residential developers that are active in South Pasadena, the Chamber of Commerce, housing advocate groups, and members of the general public with an interest in the Inclusionary Housing Ordinance will be invited to attend public workshops. At these workshops, EPS will provide background on the IHO and the in-lieu fee methodology, and collect input from participants. EPS will assist staff in facilitating the workshops and discussions. EPS will additionally engage a subset of the targeted stakeholders on an informal basis to vet assumptions required for the pro formas developed in Task 2. Following public release of the fee study and program comparison, EPS will provide one (1) public presentation for release prior to the Planning Commission (PC) meeting for public review and PC feedback. Following the Commission's input, the final drafts may be adjusted if necessary. EPS will then provide presentations to the City Council for the resolution hearings. The proposed budget assumes EPS participation in up to two (2) Council resolution hearings.

- Deliverable: Public Workshops, PC and City Council Presentations, and Revised Final Draft (as needed)

- **Task 5: Project Administration**

- EPS's approach to client engagement is to maintain open lines of communications. As such, EPS staff will remain in regular communication with City staff throughout the process by phone, e-mail, and other means to provide progress updates, preliminary findings, and address any questions or concerns that arise. As requested in the RFP, EPS will submit monthly progress reports to the City, and in the event project schedule delays are anticipated, EPS will meet with the City's project manager and agree on strategies to correct and mitigate to the extent possible to keep the project moving forward. If desired, EPS can set up a regular (i.e. monthly) check-in meeting with the City's project manager and other key staff members to complement these progress reports.

- Deliverables: Monthly Progress Reports

- **Optional Task 6: Caltrans Surplus Property Opportunities**

- Building on the pro forma analysis completed in Task 3 and the housing program comparison completed in Task 4, EPS will analyze the potential affordable housing production that could be realized through the acquisition of surplus properties from Caltrans along the abandoned 710 right of way. EPS understands that the City already has another consultant under contract to estimate the costs associated with land acquisition and rehabilitation. EPS will incorporate those estimates and the scale of the development potential into our pro forma models, including the potential to leverage other funding sources such as tax credits, in order to estimate the total costs associated with developing affordable housing on the surplus property. Working with City staff, EPS will estimate these factors for three different affordability scenarios: 1) otherwise market rate development subject to the IHO; 2) 100 percent affordable housing at price points that qualify for "four percent" tax credits; and 3) 100 percent affordable housing at price points that may qualify for "nine percent" tax credits. This analysis will indicate how many units might be produced on the Caltrans properties, what the external and local subsidies might be under each scenario, and whether the combination of City-funded land acquisition costs and City-provided in-lieu fees may be adequate to fill the local funding requirements. The findings of this analysis will be summarized in a draft and final memorandum to be submitted to City staff.



- Deliverable: Draft and Final Summary of Recommendations for Incorporating Development of Affordable Housing on the Caltrans properties into the City's Affordable Housing Program.
- **Optional Task 7: Analysis of Waiver of Development Fees and Public Art Program for Affordable Housing Units**
  - Building on the pro forma analysis completed in Task 3 and the understanding that the IHO will automatically trigger the State Density Bonus, EPS will assess the feasibility impacts associated with waiving other City-required development fees on new residential projects subject to the inclusionary housing requirements, in order to determine if such a waiver will off-set the economic impacts of the IHO on new development. This will include the potential waiver of the City's Growth Requirement Capital Fees and Public Art Program, as well as other fees that may be identified by City staff. The findings of this analysis will be summarized in a draft and final memorandum to be submitted to City staff.
    - Deliverable: Draft and Final Summary of Recommendations for Modifying the Public Art Program Requirements and Waiving or Reducing Development Fees or Other Planning Fees.

**Exhibit B: Fee Schedule**

<b>Task/Description</b>	<b>Principal-In-Charge (\$300/hr)</b>	<b>Project Manager (\$230/hr)</b>	<b>Technical Analyst (\$205/hr)</b>	<b>Total Cost</b>
1: Project Initiation	2	4	2	\$1,930
2.1: Prototypes, Assumptions and Proposed Methodology	8	12	16	\$8,440
2.2: In-Lieu Fee Study Draft Report	10	24	8	\$10,160
2.3: In-Lieu Fee Study Final Report	6	12	4	\$5,380
3.1: Affordable Housing Program Options	12	24	6	\$10,350
3.2: Final Comparative Affordable Housing Program Memo	6	12	-	\$4,560
4: Public Outreach/Meetings	20	28	9	\$14,285
5: Project Administration	6	12	-	\$4,560
6: Caltrans Surplus Property Opportunities (optional)	10	20	-	\$7,600
7: Analysis of DIF waivers and Public Art Program	8	16	-	\$6,080
<b>Total</b>	<b>88</b>	<b>164</b>	<b>45</b>	<b>\$73,345</b>