



**CITY OF SOUTH PASADENA
CITY COUNCIL**

A G E N D A

**NOTICE AND CALL
OF
SPECIAL
CITY COUNCIL CLOSED SESSION MEETING**

**WEDNESDAY, SEPTEMBER 1, 2021
5:30 P.M.**

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

NOTICE IS HEREBY GIVEN that I, Lucie Colombo, CMC, CPMC, City Clerk of the City of South Pasadena, California, HEREBY GIVE NOTICE AND CERTIFY that Mayor Diana Mahmud has called a SPECIAL CITY COUNCIL CLOSED SESSION MEETING to be held on Wednesday, SEPTEMBER 1, 2021 commencing at 5:30 PM, at the City of South Pasadena, City Hall, City Manager's Conference Room, Second Floor, 1414 Mission Street, South Pasadena, California, 91030.

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 Special City Council Meeting Closed Session for **SEPTEMBER 1, 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 meeting 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 regarding items on the Closed Session agenda 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 the Government Code. Any reportable action taken in closed session will be reported by the City Attorney during the next open session meeting. 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 Hall, City Manager’s Conference Room, Second Floor, 1414 Mission St
- Via Zoom –ID: **226 442 7248**
<https://us06web.zoom.us/j/2264427248?pwd=bVVLazRXZVR1L2pUREkrZENVL0xyUT09>
- **Passcode:** 0901

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 public portion of the meeting via Zoom in one of the three methods below.

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://us06web.zoom.us/j/88402780177?pwd=M3FuR2NFRVhack1odlNWVllzQ1V4UT09>; 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

CLOSED SESSION AGENDA ITEMS

A. CONFERENCE WITH LEGAL COUNSEL: Pending Litigation

(Gov. Code sec. 54956.9(d)(1))

1. *County of Los Angeles v. Sanitation Districts of Los Angeles County et al.*
(LASC Case No. 20STCV08022; OCSC Case No. 30-2020-01153422)

CLOSED SESSION AGENDA ITEMS

- B. CONFERENCE WITH LEGAL COUNSEL: Potential Litigation – City Initiating**
(Gov. Code sec. 54956.9(d)(2))
No. of Cases: One
- C. CONFERENCE WITH LEGAL COUNSEL: Liability Claims**
(Gov. Code sec. 54956.9(d)(2))
Claimant: Lyman
Agency Claimed Against: City of South Pasadena
- D. CONFERENCE WITH LEGAL COUNSEL: Potential Exposure to Litigation**
(Gov. Code sec. 54956.9(d)(2))
No. of Cases: One (1)

THIS NOTICE IS HEREBY SIGNED AND DATED ON AUGUST 26, 2021.

Lucie Colombo

**Lucie Colombo, CMC, CPMC
City Clerk**

CERTIFICATION OF POSTING

*This Special City Council Closed Session Meeting agenda was duly posted for the meeting to be held on **SEPTEMBER 1, 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.*

I declare under penalty of perjury that I posted this notice of agenda for aforementioned said meeting on the date signed and written below, and that same also appears on the City's website as required by California law.

8/26/2021

Date

Christina Muñoz

Christina Muñoz
Interim Deputy City Clerk



**CITY OF SOUTH PASADENA
CITY COUNCIL**

**A G E N D A
REGULAR MEETING
WEDNESDAY, SEPTEMBER 1, 2021 AT 7:00 P.M.**

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

South Pasadena City Council Statement of Civility

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

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

Pursuant to Governor Newsom's Executive Order N-29-20, 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 **September 1, 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
- Via Zoom – **Webinar ID: 825 9999 2830**
Passcode: 0901

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.

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://us06web.zoom.us/j/82599992830?pwd=ekRhNnNoTnlxOHV4RUplS2pUQlICZz09> 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

PLEDGE OF ALLEGIANCE: Councilmember Primuth

CLOSED SESSION ANNOUNCEMENTS

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

PUBLIC COMMENT AND SUGGESTIONS

The City Council welcomes public input. 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.

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.

PUBLIC COMMENT

- 2. PUBLIC COMMENT – GENERAL**

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 \$127,997.53; GENERAL CITY WARRANTS IN THE AMOUNT OF \$189,736.36; SUPPLEMENTAL ACH PAYMENTS IN THE AMOUNT OF \$21,568.04; VOIDS IN THE AMOUNT OF (\$276.09); PAYROLL IN THE AMOUNT OF \$564,447.51.**Recommendation**

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

7. MONTHLY INVESTMENT REPORTS FOR JULY 2021.**Recommendation**

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

8. AUTHORIZING SERVICES WITH TIMECLOCK PLUS FOR SCHEDULING AND TIME & ATTENDANCE SOFTWARE, FOR THE IN-HOUSE PREPARATION OF PAYROLL BY THE CITY'S FINANCE DEPARTMENT.**Recommendation**

It is recommended that the City Council authorize software services with TimeClock Plus in the amount of \$40,000 and appropriate General Fund Reserves in the total amount of \$40,000, to Non-Departmental, Professional Services 101-3010-3041-8170-000.

CONSENT CALENDAR - CONTINUED

- 9. ADOPTION OF A RESOLUTION APPROVING THE ANNUAL AUDITOR'S REPORT AND AUTHORIZING THE COLLECTION OF THE LIBRARY SPECIAL TAX FOR FISCAL YEAR 2021 – 2022.**

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, APPROVING THE ANNUAL AUDITOR'S REPORT AND SETTING THE RATE OF THE LIBRARY SPECIAL TAX TO FINANCE LIBRARY SERVICES FOR FISCAL YEAR 2021-22.

Recommendation

It is recommended that the City Council adopt a resolution to approve the Auditor's Report and authorize the collection of the Fiscal Year (FY) 2021-22 Library Special Tax by the County of Los Angeles.

- 10. ACCEPT PROJECT COMPLETION AND AUTHORIZATION TO FILE A NOTICE OF COMPLETION FOR THE MONTEREY ROAD PHASE III PROJECT AND AUTHORIZATION TO RELEASE RETENTION PAYMENT TO EC CONSTRUCTION IN THE AMOUNT OF \$73,830.**

Recommendation

It is recommended that the City Council:

1. Accept the Monterey Road Phase III 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 EC Construction (Contractor) in the amount of \$73,830.

- 11. APPROVAL TO RE-APPROPRIATE FUNDS FOR A NOT-TO-EXCEED AMOUNT OF \$12,830 TO FISCAL YEAR 2021-2022 FOR THE PAYMENT OF AN OUTSTANDING INVOICE TO KOA CORPORATION FOR THE PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE MODIFIED WORK SCOPE OF THE INTEGRATED CENTRAL ADVANCED TRAFFIC MANAGEMENT AND CONTROL SYSTEMS FOR FAIR OAKS AVENUE TRAFFIC SIGNAL IMPROVEMENT PROJECT.**

Recommendation

It is recommended that the City Council re-appropriate funds, and authorize a Purchase Order to be carried over from Fiscal Year (FY) 2020-21 to FY 2021-22 for a not-to-exceed amount of \$12,830 for the payment of an outstanding invoice to KOA Corporation for professional engineering design services for the modified work scope of the Integrated Central Advanced Traffic Management and Control Systems for Fair Oaks Avenue Traffic Signal Improvement Project.

CONSENT CALENDAR - CONTINUED

- 12. SECOND READING AND ADOPTION OF AN ORDINANCE, AMENDING CHAPTER 19A (NOISE REGULATION) AND CHAPTER 1 (GENERAL PROVISIONS) 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”) AND 19A.12.5 (“POWER YARD MAINTENANCE EQUIPMENT – VIOLATION AND PENALTY”) OF CHAPTER 19A (“NOISE REGULATION”) AND 1.7A (“SAME–INFRACTIONS”) OF CHAPTER 1 (“GENERAL PROVISIONS”) OF THE SOUTH PASADENA MUNICIPAL CODE RELATING TO LEAF BLOWER

Recommendation

It is recommended that the City Council read by title only, conduct second reading, waiving further reading, and adopt an ordinance to amend Chapter 19A (Noise Regulation) and Chapter 1 (General Provisions) of the South Pasadena Municipal Code (SPMC) to prohibit the use of gas-powered leaf blowers within the City of South Pasadena.

- 13. APPROPRIATE \$11,000 FROM THE FACILITIES AND EQUIPMENT REPLACEMENT FUND TO BE USED FOR COVID-19-RELATED EVALUATIONS OF VENTILATION SYSTEMS IN CITY BUILDINGS.**

Recommendation

It is recommended that the City Council appropriate \$11,000 from the Facilities and Equipment Replacement Fund (105) to project account no. 105-9000-9301-9301-001 for the purpose of completing ventilation system evaluations at the Library, Senior Center, Orange Grove Recreation Center and War Memorial buildings.

- 14. ADOPTION OF RESOLUTION APPROVING A CLASSIFICATION AND SALARY RANGE FOR PLANNING MANAGER**

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA APPROVING A CLASSIFICATION PLAN AND SALARY MATRIX BY CREATING THE PLANNING MANAGER

Recommendation

It is recommended that the City Council adopt a resolution approving the classification and salary range for Planning Manager.

CONSENT CALENDAR - CONTINUED**15. APPROVAL OF THE THIRD AMENDMENT TO THE AGREEMENT FOR LEGAL SERVICES WITH COLANTUONO, HIGHSMITH & WHATLEY, PC****Recommendation**

It is recommended that the City Council approve the Third Amendment to the contract with Colantuono, Highsmith & Whatley, PC, (CHW) for legal services.

PUBLIC HEARING**16. AUTHORIZE THE CITY MANAGER TO 1) EXECUTE AN AWARD OF CONTRACT TO ITERIS, INC., FOR A TRAFFIC STUDY OF MISSION STREET AND MERIDIAN AVENUE IN AN AMOUNT NOT-TO-EXCEED \$64,985; 2) EXECUTE AN AWARD OF CONTRACT TO ALTA PLANNING + DESIGN, INC., FOR SLOW STREET PROGRAM IN AN AMOUNT NOT-TO-EXCEED \$167,812; AND 3) APPROPRIATE \$232,797 OF THE \$420,000 REPURPOSED METRO CYCLE 3 OPEN STREETS GRANT FUNDS.****Recommendation**

It is recommended that the City Council authorize the City Manager to:

1. Authorize the City Manager to Execute the agreement and any amendments with Iteris, Inc. for a not-to-exceed amount of \$64,985 for a traffic study of Mission Street and Meridian Avenue;
2. Authorize the City Manager to execute the agreement and any amendments with Alta Planning + Design, Inc., for a not-to-exceed amount of \$167,812 for a Slow Streets Program; and
3. Appropriate \$232,797 of the \$420,000 repurposed Los Angeles County Metropolitan Transportation Authority (Metro) Cycle 3 Open Streets Grant Funds to the Golden Street Grant Line Item 249-2010-2011-8170, Professional Services in Management Services for the two projects and,
4. Reject all other proposals.

ACTION / DISCUSSION**17. FIRST READING AND INTRODUCTION OF A ZONING CODE AMENDMENT (0064-ZCA) AMENDING SECTION 36.230.030 (COMMERCIAL DISTRICT LAND USES AND PERMIT REQUIREMENTS) OF DIVISION 36.230 (COMMERCIAL ZONING DISTRICTS) OF ARTICLE 3 (SITE PLANNING AND GENERAL DEVELOPMENT STANDARDS) OF CHAPTER 36 (ZONING) OF THE SOUTH PASADENA MUNICIPAL CODE; SECTION 36.395.020 ("EXEMPT DEVELOPMENTS") OF DIVISION 36.390 ("PUBLIC ART PROGRAM") OF CHAPTER 36.395 ("PUBLIC ART DEVELOPMENT") OF ARTICLE III OF CHAPTER 36; AND SECTION 4.3 (CONDITIONAL USES) OF THE MISSION STREET SPECIFIC PLAN REGARDING PERMIT REQUIREMENTS.**

ACTION / DISCUSSION - CONTINUED**ORDINANCE**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA AMENDING SECTION 36.230.030 ("COMMERCIAL DISTRICT LAND USES AND PERMIT REQUIREMENTS") OF DIVISION 36.230 ("COMMERCIAL ZONING DISTRICTS") OF ARTICLE 3 (SITE PLANNING AND GENERAL DEVELOPMENT STANDARDS) OF CHAPTER 36 ("ZONING") OF THE SOUTH PASADENA MUNICIPAL CODE; SECTION 36.395.020 ("EXEMPT DEVELOPMENTS") OF DIVISION 36.390 ("PUBLIC ART PROGRAM") OF CHAPTER 36.395 ("PUBLIC ART DEVELOPMENT") OF ARTICLE III OF CHAPTER 36; AND SECTION 4.3 ("CONDITIONAL USES") OF THE MISSION STREET SPECIFIC PLAN REGARDING PERMIT REQUIREMENTS

Recommendation

It is recommended that the City Council read by title only, conduct first reading, waiving further reading, and introduce an ordinance for a Zoning Code Amendment (0064-ZCA) amending:

1. Section 36.230.030 (Commercial District Land Uses and Permit Requirements) of Division 36.230 (Commercial Zoning Districts) of Article 3 (Site Planning and General Development Standards) of Chapter 36 (Zoning) of the South Pasadena Municipal Code (SPMC);
 2. Section 36.395.020 ("Exempt Developments") of Division 36.390 ("Public Art Program") of Chapter 36.395 ("Public Art Development") of Article III of Chapter 36; and
 3. Section 4.3 (Conditional Uses) of the Mission Street Specific Plan (MSSP) regarding permit requirements.
18. **ADOPTION OF A RESOLUTION FOR FY 2021-2022 TO SUBMIT TO THE CALIFORNIA TRANSPORTATION COMMISSION A LIST OF PROPOSED PROJECTS TO BE FUNDED BY SENATE BILL 1: ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017.**

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, IDENTIFYING A LIST OF PROJECTS FOR FISCAL YEAR 2021-22 FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017.

Recommendation

It is recommended that the City Council:

1. Adopt a resolution for FY 2021-22 to submit to the California Transportation Commission (CTC) the SB 1 (Road Repair and Accountability Act of 2017) projects list for proposed street improvement projects to be funded through the State's Road Maintenance and Rehabilitation Account (RMRA); and
2. Authorize the City Manager and her designee (Public Works Director) to sign the application and all related program documents.

ACTION / DISCUSSION - CONTINUED

19. **APPROVAL OF AN AGREEMENT WITH THE SOUTH PASADENA CHAMBER OF COMMERCE (CHAMBER) FOR CONTINUED FUNDING FROM BUSINESS IMPROVEMENT TAX (BIT) REVENUES FOR BUSINESS IMPROVEMENT ACTIVITIES.**

Recommendation

It is recommended that the City Council authorize the City Manager to execute an agreement with the South Pasadena Chamber of Commerce (Chamber) for continued funding from Business Improvement Tax (BIT) revenues for business improvement activities.

20. **APPROVAL OF A REDISTRICTING PROCESS FOR POST 2020 CENSUS REDISTRICTING; APPROVAL OF PROFESSIONAL SERVICES AGREEMENTS WITH NATIONAL DEMOGRAPHICS CORPORATION (NDC) FOR A NOT-TO-EXCEED AMOUNT OF \$32,500 FOR DEMOGRAPHIC SERVICES AND TRIPEPI SMITH FOR A NOT-TO-EXCEED AMOUNT OF \$41,120 FOR COMMUNITY OUTREACH/ENGAGEMENT SERVICES.**

Recommendation

It is recommended that the City Council:

1. Select a redistricting process to meet statutory deadlines;
2. Authorize the City Manager to execute an agreement with National Demographics Corporation (NDC) in an amount not-to-exceed \$32,500 for demographic services; and
3. Authorize the City Manager to execute an agreement with Tripepi Smith in an amount not-to-exceed \$41,120 for community outreach/engagement services.

INFORMATION REPORTS

21. **RECEIVE AND FILE FREMONT AVENUE AND MONTEREY ROAD TRAFFIC INCIDENT UPDATE.**

Recommendation

It is recommended that the City Council receive and file the Fremont Avenue and Monterey Road Traffic Incident Update.

22. **UPDATE ON BUSINESS MARKETING PROGRAM**

Recommendation

It is recommended that the City Council receive and file the Business Marketing Program Update.

INFORMATION REPORTS - CONTINUED
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23. RECEIVE AND FILE CALTRANS SURPLUS PROPERTIES DISPOSITION UPDATE.

Recommendation

It is recommended that the City Council receive and file updates from both the Legislative and Non-Legislative California Department of Transportation (Caltrans) Surplus Properties Disposition Ad Hoc Committees.

ADJOURNMENT

FOR YOUR INFORMATION

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

September 15, 2021	Regular City Council meeting Council Chamber	7:00 p.m.
October 06, 2021	Regular City Council meeting Council Chamber	7:00 p.m.
October 20, 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

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 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. 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

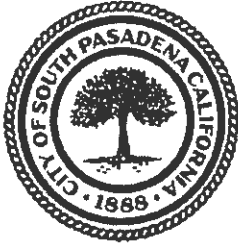
*I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on **September 1, 2021**, on the bulletin board in the courtyard of City Hall at 1414 Mission Street, South Pasadena, CA 91030, and on the City's website as required by law, on the date listed below.*

08/26/2021

Date

/s/ *Christina Muñoz*

Christina Muñoz
Interim Deputy City Clerk



City Council Agenda Report

ITEM NO. 6

DATE: September 1, 2021

FROM: Arminé Chaparyan, City Manager *BS. for A.C.*

PREPARED BY: Elaine Aguilar, Interim Assistant City Manager

SUBJECT: **Approval of Prepaid Warrants in the Amount of \$127,997.53; General City Warrants in the Amount of \$189,736.36; Supplemental ACH Payments in the Amount of \$21,568.04; Voids in the Amount of (\$276.09); Payroll in the Amount of \$564,447.51.**

Recommendation Action

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

Fiscal Impact

Prepaid Warrants:

Warrant # 313019-313026 (FY 2020-21)	\$	65,806.63
ACH (FY 2020-21)	\$	39,783.22
Warrant # 313027-313036 (FY 2021-22)	\$	9,952.88
ACH (FY 2021-22)	\$	12,454.80
Voids	\$	0

General City Warrants:

Warrant # 313037-313088 (FY 2021-22)	\$	88,637.46
ACH (FY 2021-22)	\$	101,098.90
Voids	\$	(276.09)

Payroll Period Ending 08/15/2021

Wire Transfers Out (LAIF)	\$	0
Wire Transfers In (LAIF)	\$	0
Wire Transfers (RSA)	\$	0
Wire Transfers (Acct # 2413)	\$	0
Wire Transfers (Acct # 1936)	\$	0
Supplemental ACH Payment	\$	21,568.04

RSA:

Prepaid Warrants	\$	0
General City Warrants	\$	0

Total	\$	<u>903,473.35</u>
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Approval of Warrants
September 1, 2021
Page 2 of 2

Commission Review and Recommendation

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**

Fund No.	Date		09.01.2021	
	Amounts			
	Prepaid	Written		
General Fund	101	57,343.41	136,304.22	
Insurance Fund	103	-	-	
Street Improvement Program	104	-	-	
Facilities & Equip.Cap. Fund	105	-	-	
Local Transit Return "A"	205	-	3,580.34	
Local Transit Return "C"	207	102.63	7,872.50	
TEA/Metro	208	-	-	
Sewer Fund	210	61.76	-	
CTC Traffic Improvement	211	-	-	
Street Lighting Fund	215	110.37	-	
Public,Education & Govt Fund	217	-	-	
Clean Air Act Fund	218	-	-	
Business Improvement Tax	220	-	-	
Gold Line Mitigation Fund	223	-	-	
Mission Meridian Public Garage	226	-	1,608.26	
Housing Authority Fund	228	-	-	
State Gas Tax	230	213.02	-	
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	53,000.00	-	
Asset Forfeiture	270	-	-	
Police Grants - State	272	-	-	
Homeland Security Grant	274	-	-	
Park Impact Fees	275	-	-	
HSIP Grant	277	-	-	
Arroyo Seco Golf Course	295	-	-	
Sewer Capital Projects Fund	310	-	-	
Water Fund	500	12,658.34	39,539.63	
Water Efficiency Fund	503	-	831.41	
2016 Water Revenue Bonds Fund	505	-	-	
SRF Loan - Water	506	-	-	
Water & Sewer Impact Fee	510	-	-	
Public Financing Authority	550	-	-	
Payroll Clearing Fund	700	2,565.00	-	
Column Totals:		<u>126,054.53</u>	<u>189,736.36</u>	

Fund No.	Amounts		
	Prepaid	Written	
RSA	227	1,943.00	-
RSA Report Totals:		<u>1,943.00</u>	<u>-</u>
City Report Totals:		<u>317,733.89</u>	

Payroll Period Ending 08/15/2021	564,447.51
Wire Transfer Out - LAIF	
Wire Transfer In - LAIF	
Wire Transfer - RSA	
Wire Transfer - Acct # 2413	
Wire Transfer - Acct # 1936	
Supplemental ACH Payments	21,568.04
Voids - Prepaid	
Voids - General Warrant	(276.09)
Grand Report Total:	<u><u>903,473.35</u></u>

Diana Mahmud, Mayor

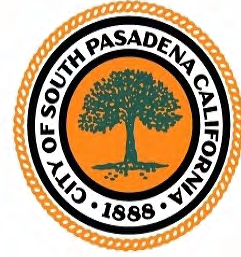
Elaine Aguilar, Interim Assistant City Manager

ATTACHMENT 2
Prepaid Warrant List

Accounts Payable

Checks by Date - Detail by Check Date

User: calvarez
 Printed: 8/19/2021 3:24 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	LCW7456	Liebert Cassidy Whitmore	08/12/2021	
	200193	Personnel Matters - June 2021		486.00
	200846	Personnel Matters - June 2021		1,727.50
	200847	Personnel Matters - June 2021		912.00
	200848	Personnel Matters - June 2021		177.00
	200849	Personnel Matters - June 2021		646.00
Total for this ACH Check for Vendor LCW7456:				3,948.50
ACH	MADH1021 #2	Marc Donohue Preperation of Regular Meeting Minutes for June	08/12/2021	575.00
Total for this ACH Check for Vendor MADH1021:				575.00
ACH	MIGINC	MIG, INC.	08/12/2021	
	0064227	MIG Services April 2021		1,330.00
	0065416	MIG Services June 2021		3,570.00
Total for this ACH Check for Vendor MIGINC:				4,900.00
ACH	POSU8132	Prudential Overall Supply	08/12/2021	
	52488905	Public Works Scrapper Mats 06/29/2021		7.74
	52488905	Public Works Scrapper Mats 06/29/2021		3.87
	52488905	Public Works Scrapper Mats 06/29/2021		3.87
	52488905	Public Works Scrapper Mats 06/29/2021		3.87
Total for this ACH Check for Vendor POSU8132:				19.35
ACH	RAMS3041	Rogers Anderson, Malody & Scott LLP	08/12/2021	
	66173	Annual Financial Audit		3,356.80
	66173	Housing Successor & Fund Financials		556.00
	66173	Housing Successor & Fund Financials		834.00
	66173	Annual Financial Audit		5,035.20
	66273	Annual Financial Audit		5,441.20
	66273	Housing Successor & Fund Financials		1,200.00
	66273	Housing Successor & Fund Financials		800.00
	66273	Annual Financial Audit		8,161.80
Total for this ACH Check for Vendor RAMS3041:				25,385.00
ACH	RED8995	Red Wing Business Advantage Account	08/12/2021	
	989-1-39151	Footwar Voucher Program PW Staff Lorenzo Palmieri		238.13
	989-1-39853	Footwar Voucher Program PW Staff Victor Magana Ceballos		238.13
	989-1-40346	Footwar Voucher Program PW Staff Luis Bardales		250.00
	989-1-40624	Footwar Voucher Program PW Staff Kelvin Machando		193.49
	989-1-42788	Footwar Voucher Program PW Staff Felipe Morales		238.13
	989-1-43057	Footwar Voucher Program PW Staff Jose Manny Cipres		228.19
	989-1-43619	Footwar Voucher Program PW Staff Edgar Villalobos		238.13
	989-1-46847	Footwar Voucher Program PW Staff Jose Almeda		238.13
	989-99-2399011	Footwar Voucher Program PW Staff Francois Brard		248.04

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor RED8995:				2,110.37
ACH	SGMC2013	St. George's Medical Clinic	08/12/2021	
	101993.0	Employee Medical Exams (April 2021)		200.00
	103723.0	Employee Medical Exams (June 2021)		200.00
	112433.0	Employee Medical Exams (April 2021)		120.00
	124850.0	Employee Medical Exams (May 2021)		175.00
	130362.0	Employee Medical Exams (April 2021)		110.00
	130437.0	Employee Medical Exams (April 2021)		175.00
	130456.0	Employee Medical Exams (April 2021)		250.00
	131111.0	Employee Medical Exams (May 2021)		175.00
	131181.0	Employee Medical Exams (June 2021)		175.00
	131302.0	Employee Medical Exams (June 2021)		175.00
	131349.0	Employee Medical Exams (June 2021)		75.00
	131389.0	Employee Medical Exams (June 2021)		75.00
	131458.0	Employee Medical Exams (June 2021)		75.00
	131461.0	Employee Medical Exams (June 2021)		75.00
	131480.0	Employee Medical Exams (June 2021)		75.00
	131499.0	Employee Medical Exams (June 2021)		75.00
	131519.0	Employee Medical Exams (June 2021)		75.00
	131530.0	Employee Medical Exams (June 2021)		75.00
	131549.0	Employee Medical Exams (June 2021)		75.00
	131568.0	Employee Medical Exams (June 2021)		175.00
	89977.0	Employee Medical Exams (May 2021)		120.00
	90607.0	Employee Medical Exams (April 2021)		120.00
Total for this ACH Check for Vendor SGMC2013:				2,845.00
ACH	ADPLC818	ADP, LLC	08/12/2021	
	585495116	ADP Payroll Services (06/25/2021-07/12/2021)		9,955.91
Total for this ACH Check for Vendor ADPLC818:				9,955.91
ACH	NEOF8011	Quadient Finance USA, Inc.	08/12/2021	
	INV58601162	Library Postage Machine Equipment Rental		115.60
Total for this ACH Check for Vendor NEOF8011:				115.60
ACH	ORI2659	Oriental Trading Co., Inc.	08/12/2021	
	710963485-01	Supplies for 2021 National Night Out		440.29
Total for this ACH Check for Vendor ORI2659:				440.29
ACH	UNI6200	MUFG Union Bank, N.A	08/12/2021	
	1281629	Account # 6711646700 Service Period: 07/01/21		1,943.00
Total for this ACH Check for Vendor UNI6200:				1,943.00
313019	ACHG2013	A-Check Global	08/12/2021	
	59-0648947	Electronic Background Services		35.00
Total for Check Number 313019:				35.00
313020	ATCN9011	AT&T	08/12/2021	
	000016666345	Account # CLAPDSOPAS (05/27/2021-06/26/2021)		330.16
Total for Check Number 313020:				330.16
313021	CRCY2015	CalRecycle	08/12/2021	
	OPP10-19-0569	Refund Unused Oil Program Cycle 10 Unspent Funds		7,168.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 313021:	7,168.00
313022	CRSC2013 2947	Capital Research & Consulting LLC Quarterly Fee for Overseeing 457 Deferred Com	08/12/2021	2,908.72
			Total for Check Number 313022:	2,908.72
313023	HRCS2011 11.05-06.30.21	Housing Rights Center Subcontracting City of SoPas. Emergency RentalAssistance Progra	08/12/2021	53,000.00
			Total for Check Number 313023:	53,000.00
313024	SOGA6501 196-493-8529 1 196-493-8529 1 196-493-8529 1 196-493-8529 1 196-493-8529 1	SoCalGAS CNG Fuel for (06/01/2021-07/01/2021) CNG Fuel for (06/01/2021-07/01/2021) CNG Fuel for (06/01/2021-07/01/2021) CNG Fuel for (06/01/2021-07/01/2021) CNG Fuel for (06/01/2021-07/01/2021)	08/12/2021	102.63 102.63 205.28 102.63 102.63
			Total for Check Number 313024:	615.80
313025	HAFR7000 085032644119 085034829498	The Hartford Life Insurance Benefits (06/01/2021-06/30/2021) Life Insurance Benefits (05/01/2021-05/31/2021)	08/12/2021	702.00 931.50
			Total for Check Number 313025:	1,633.50
313026	WLHD8020 14301816	Westlake Hardware Fire Dept. Building Maint. Supplies	08/12/2021	115.45
			Total for Check Number 313026:	115.45
313027	CIN4011 287288006612x07 287288006612x07 287288006612x07 287288006612x07	AT&T Mobility Public Works Cell Phones - July 2021 Public Works Cell Phones - July 2021 Public Works Cell Phones - July 2021 Public Works Cell Phones - July 2021	08/12/2021	918.12 200.28 236.47 61.76
			Total for Check Number 313027:	1,416.63
313028	BRAS3010 21-409	Bartel Associates, LLC Preperation of GASB 75 Actuarial Report	08/12/2021	2,760.00
			Total for Check Number 313028:	2,760.00
313029	DTV5012 068653046210729	DIRECTV EOC Communications (07/28/2021-08/27/2021)	08/12/2021	91.98
			Total for Check Number 313029:	91.98
313030	JLLYBOUN 43161	Jolly Bouncers, Inc. Rock Wall Rental for National Night Out	08/12/2021	946.95
			Total for Check Number 313030:	946.95
313031	MJRI2950 317925 317925	Magic Jump Rentals Inc. Obstacle Course and Carnival Game Rentals for National Night Out Obstacle Course and Carnival Game Rentals for National Night Out	08/12/2021	600.00 225.00
			Total for Check Number 313031:	825.00
313032	MAN5011	Manhattan Stitching Co	08/12/2021	

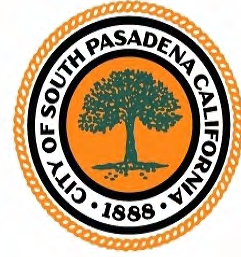
Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	83663	2021 Summer Camp Med T-Shirts		1,152.93
			Total for Check Number 313032:	1,152.93
313033	MMSC2011 3514	MMASC Membership Renewal - Lucy Demirjian through September 01, 2022	08/12/2021	90.00
			Total for Check Number 313033:	90.00
313034	MPLC8021 504358080	Motion Picture Licensing Corp. MPLC Umbrella Licensing for Recreation Center (10/01/21-10/01/22)	08/12/2021	621.90
			Total for Check Number 313034:	621.90
313035	HAFR7000 085039450836	The Hartford Life Insurance Benefits (July 2021)	08/12/2021	931.50
			Total for Check Number 313035:	931.50
313036	TIM4011 0029763072721 0357905070521	Time Warner Cable Account # 8448 20 008 0357905 (07/05/21-08/04/21) Account # 8448 30 008 0357905 (07/05/21-08/04/21)	08/12/2021	985.44 130.55
			Total for Check Number 313036:	1,115.99
			Total for 8/12/2021:	127,997.53
			Report Total (29 checks):	127,997.53

ATTACHMENT 3
General City Warrant List

Accounts Payable

Checks by Date - Detail by Check Date

User: calvarez
 Printed: 8/24/2021 3:19 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	AIR6010 9981802105	Airgas USA LLC Oxygen Cylinder Rental - July 2021	09/01/2021	285.59
Total for this ACH Check for Vendor AIR6010:				285.59
ACH	ATGC8530 94817	Acorn Technology Services IT Services - June 2021	09/01/2021	17,161.25
Total for this ACH Check for Vendor ATGC8530:				17,161.25
ACH	BFWB4011 480815	Badge Frame, Inc. Purchase of Door Signs for Management Analyst Wehrle	09/01/2021	49.34
Total for this ACH Check for Vendor BFWB4011:				49.34
ACH	BLBA8010 INV-US44515	Bibliotheca, LLC Annual Renewal of Library's Support & Maint. Security System (07	09/01/2021	2,900.46
Total for this ACH Check for Vendor BLBA8010:				2,900.46
ACH	CIV2123 2018-132	CivicStone, LLC Caltrans Housing Consultant July 2021	09/01/2021	3,210.00
Total for this ACH Check for Vendor CIV2123:				3,210.00
ACH	GRA2010 37939	Graham Company Emergency Lighting Inverter System at Library Maintenance	09/01/2021	1,580.00
Total for this ACH Check for Vendor GRA2010:				1,580.00
ACH	HQAB8100 17812	Hi Quality Auto Body Inc. Removal of Applique for Unit # 1703	09/01/2021	72.24
Total for this ACH Check for Vendor HQAB8100:				72.24
ACH	INCG6011 68518 69156 69670	Interwest Consulting Group Traffic and Transportation Program (March 2021) Traffic and Transportation Program (April 2021) Traffic and Transportation Program (May 2021)	09/01/2021	1,760.00 1,440.00 480.00
Total for this ACH Check for Vendor INCG6011:				3,680.00
ACH	MNBL8170 13402 13402 13402 13486	Crestline Software, LLC dba MuniBilling Water Billing Services (August 2021) Lock Box July 2021 Absorb Charges (July 2021) Postage (July 2021)	09/01/2021	24,690.12 828.30 11,660.82 2,360.39
Total for this ACH Check for Vendor MNBL8170:				39,539.63
ACH	OCL8011 1000131569	OCLC Inc. Subscription Renewal: Cataloging Metadata Services 07/21-06/22	09/01/2021	21,218.84

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor OCL8011:				21,218.84
ACH	POS5265 1376218	Post Alarm Systems Annual Renewal / Service of Fire Alarm System	09/01/2021	970.20
Total for this ACH Check for Vendor POS5265:				970.20
ACH	RMSF8025 5662	Routematch Software LLC Annual Technical Support of Dial-a-Ride Data Management System	09/01/2021	7,000.00
Total for this ACH Check for Vendor RMSF8025:				7,000.00
ACH	SHO7777 320956	Showcases Blu-Ray/ DVD Casses	09/01/2021	273.78
Total for this ACH Check for Vendor SHO7777:				273.78
ACH	STA5219	Staples Business Advantage	09/01/2021	
	3481898801	Police Department Office Supplies		840.04
	3481898802	Police Department Office Supplies		8.59
	3481898803	Community Services Office Supplies		22.04
	3481898804	Community Services Office Supplies		22.04
	3481998890	Police Department Office Supplies		663.97
	3482069189	Finance Office Supplies		20.47
	3482329609	Finance Office Supplies		297.66
	3482329610	Finance Office Supplies		193.81
	3482392136	Community Services Office Supplies		21.49
	3482392136	Community Services Office Supplies		66.10
	3482392137	Community Services Office Supplies		9.14
	3482528549	Library Office Supplies		42.61
	3482528550	Library Office Supplies		36.80
	3482528551	Library Office Supplies		7.71
	3482528552	Police Dept. Office Supplies		83.30
	3482898619	Library Office Supplies		45.19
	3482898620	Public Works Office Supplies		293.23
	3482898624	Police Department Office Supplies		451.97
	3482898625	Police Department Office Supplies		31.41
Total for this ACH Check for Vendor STA5219:				3,157.57
313037	3DCHEM 28767	3D Chemical & Equipment Fire Department Purchase of 5 Gallons of Car Soap	09/01/2021	123.01
Total for Check Number 313037:				123.01
313038	ALDS4011 106909	Alderhorst International, LLC Police Dept. - Explosives Storage Box	09/01/2021	242.44
Total for Check Number 313038:				242.44
313039	ALL0197	All Star Fire Equipment, Inc.	09/01/2021	
	233482	Fire Dept. - Safety Clothing & Equipment		312.44
	233682	Fire Dept. - Safety Clothing & Equipment		1,042.97
	234046	Fire Dept. - Safety Clothing & Equipment		1,661.47
Total for Check Number 313039:				3,016.88
313040	ARTG4011 1020-2121-LEACA	Armitage Tactical Group Law Enforcement Armorer Course - Officers Giron-Garrido & Perez	09/01/2021	776.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 313040:	776.00
313041	BAK9999 NS21060097	Baker & Taylor Inc. TitleSource360 Annual Licenses Subscription for Library	09/01/2021	1,995.00
			Total for Check Number 313041:	1,995.00
313042	WON6400 1250887	Bob Wondries Ford Repairs to Police Unit # 1703	09/01/2021	380.31
			Total for Check Number 313042:	380.31
313043	CAL5236 1882003 1884907 1886846 1889167 1891129 1893839 1895903	CA Linen Services Fire Station Linen Rental and Cleaning Services Fire Station Linen Rental and Cleaning Services Fire Station Linen Rental and Cleaning Services Fire Station Linen Rental and Cleaning Services Fire Station Linen Rental and Cleaning Services Fire Station Linen Rental and Cleaning Services Fire Station Linen Rental and Cleaning Services	09/01/2021	88.52 75.15 102.58 95.08 97.30 97.86 91.90
			Total for Check Number 313043:	648.39
313044	CACRN 116027	Erin Caceres Refund After School Camp Med	09/01/2021	356.00
			Total for Check Number 313044:	356.00
313045	CAL8012 4787	Califa Group Renewal of Library Subscription for EBSCO-Novelist Plus (09/01/	09/01/2021	2,573.97
			Total for Check Number 313045:	2,573.97
313046	CPC4011 19733 19734	California Police Chiefs Association Women in Law Enforcement - Officers Valdez & Roppo Strategic Succession Course - Chief Solinsky, Lt.Jacobs & Robled	09/01/2021	750.00 450.00
			Total for Check Number 313046:	1,200.00
313047	CRRSRVL So Pas 2021-1	Career Survival Group Command Share - Career & Survival Leadership	09/01/2021	3,500.00
			Total for Check Number 313047:	3,500.00
313048	CHA1111 08.06.2021	Anthony Chan Reimb. Training Class Expense for Officer Chan	09/01/2021	19.98
			Total for Check Number 313048:	19.98
313049	MCCHVZ 115891	Michael Chavez Reimbursement Due to Class Cancellation	09/01/2021	110.00
			Total for Check Number 313049:	110.00
313050	HSINHUCH 115905	Hsinhui Chiu Refund Class Due to Participant Request	09/01/2021	75.00
			Total for Check Number 313050:	75.00
313051	CIAL1021 112177	City of Alhambra Fire Dept. Use of Alhambra Training Facility	09/01/2021	4,634.88

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 313051:	4,634.88
313052	PAS4012 30015582	City of Pasadena Foothill Air Support FY21-22	09/01/2021	30,816.00
			Total for Check Number 313052:	30,816.00
313053	DSP0755 9009 9015 9036 9070	D & S Printing City Council Hallway Nameplates Dias Nameplates for City Council Name Badges for City Council Library Signs "Rules of Behavior"	09/01/2021	99.06 264.16 215.65 159.86
			Total for Check Number 313053:	738.73
313054	DEM0777 6981859 6985316	Demco Library Magnetic Book Supports Multipurpose Processing Labels	09/01/2021	414.51 179.51
			Total for Check Number 313054:	594.02
313055	EMRS4010 T2021-367	Emergency Response Crime Scene Cleanin Decontamination of Patrol Vehicle # 198	09/01/2021	275.00
			Total for Check Number 313055:	275.00
313056	GALL5011 018922007	Galls, LLC Comman Share Batallion Chief Uniform for C Szenczi	09/01/2021	385.92
			Total for Check Number 313056:	385.92
313057	GAORUNM 116017	Runmin Gao Reimbursement due to class cancellation	09/01/2021	95.00
			Total for Check Number 313057:	95.00
313058	GAPSC820 EVDNC-101	Gap Science LLC Training Class for Police Assistant Zavala	09/01/2021	75.00
			Total for Check Number 313058:	75.00
313059	SLNHARIS 115873	Sloan Harris Reimbursement due to class cancellation due to low enrollment	09/01/2021	110.00
			Total for Check Number 313059:	110.00
313060	HDLC3011 SIN010377	HdL Coren & Cone Contract Services - Property Tax (July - September 2021)	09/01/2021	3,025.38
			Total for Check Number 313060:	3,025.38
313061	IICC8025 279976-1035667	Irwindale Industrial Clinic Transit Division Physicals / New Hire Physicals	09/01/2021	125.00
			Total for Check Number 313061:	125.00
313062	JSAR4011 16897	Jack's Auto Repair Repair of Power Windor for Unit # 1102	09/01/2021	362.46
			Total for Check Number 313062:	362.46
313063	JAEG5360	Amber Jaeger	09/01/2021	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	115892	Reimbursement Due to Class Cancellation		110.00
	115893	Reimbursement Due to Class Cancellation		110.00
				<hr/>
Total for Check Number 313063:				220.00
313064	MAYE3032 116087	May Lee Refund for Garfield Park Gazebo A	09/01/2021	42.00
				<hr/>
Total for Check Number 313064:				42.00
313065	MGNL5270 116026	Megan Lee Refund for After School Camp Med	09/01/2021	712.00
				<hr/>
Total for Check Number 313065:				712.00
313066	LOU7778 DT0726-1	Sandy Louie Residential Rebate for Drought Tolerant Plants	09/01/2021	51.41
				<hr/>
Total for Check Number 313066:				51.41
313067	MMV9126 COM001- 07/2021 COM001- 08/2021 COM002- 07/2021 COM002- 08/2021	Mission Meridian Village POA POA Hospital Dues (05/01/21-06/18/21) Account # 331-102 POA Hospital Dues (06/01/21-07/20/21) Account # 331-102 POA Parking Dues (05/01/21-06/18/21) Account # 331-102 POA Parking Dues (06/01/21-07/20/21) Account # 331-102	09/01/2021	804.13 804.13 1,730.17 1,730.17
				<hr/>
Total for Check Number 313067:				5,068.60
313068	NBSFIN 621000505	NBS Government Finance Group Professional Service: Library Parcel Tax	09/01/2021	1,625.00
				<hr/>
Total for Check Number 313068:				1,625.00
313069	PDILALSA DI0220-1 DT0220-1 S0220-1	Lisa Padilla Residential Rebate: Drip Irrigation Residential Rebate: Drough Tolerant Plants Residential Rebate: Sprinklers	09/01/2021	150.00 600.00 30.00
				<hr/>
Total for Check Number 313069:				780.00
313070	PSNS7101 900073808	Pasadena Star-News 52 Week Subscription for Library Periodicals	09/01/2021	562.97
				<hr/>
Total for Check Number 313070:				562.97
313071	PNCR8025 S1529	Phoenix Cars LLC Dial-A-Ride Vehicle Maintenance for PEV.	09/01/2021	437.50
				<hr/>
Total for Check Number 313071:				437.50
313072	LCRM5270 116052	Lucrecia Ramella Refund due to inability to attend	09/01/2021	480.00
				<hr/>
Total for Check Number 313072:				480.00
313073	RTPC5500 6014642	Regional TAP Service Center Metro 30 Day Senior Bus Pass Subsidy	09/01/2021	120.00
				<hr/>
Total for Check Number 313073:				120.00
313074	DRYLRBRT 115867	Darryl Roberts Reimbursement for Camp Med Registration Error	09/01/2021	157.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 313074:	157.00
313075	RGREQPMN 1821	Roger's Equipment Co. Maintenance for Library's 7000E Commercial Cutter	09/01/2021	225.00
			Total for Check Number 313075:	225.00
313076	SGVMC111 872611	San Gabriel Valley Medical Center Blood Alcohol Withdrawal	09/01/2021	48.00
			Total for Check Number 313076:	48.00
313077	SCHZCLDA 115953	Claudia Sanchez Refund After School Camp Med	09/01/2021	356.00
			Total for Check Number 313077:	356.00
313078	SCAT6710 16196 16209 16220 16223 16231 16245 16266 16267	Scott's Automotive Police Department Automotive Maintenance Unit # 1798 Police Department Automotive Maintenance Unit # 1908 Police Department Automotive Maintenance Unit # 1908 Police Department Automotive Maintenance Unit # 1404 Police Department Automotive Maintenance Unit # 1501 Police Department Automotive Maintenance Unit # 1908 Police Department Automotive Maintenance Unit # 1405 Police Department Automotive Maintenance Unit #1111	09/01/2021	551.85 307.18 699.73 253.99 86.63 119.01 392.71 169.66
			Total for Check Number 313078:	2,580.76
313079	SCLC8011 SOPAS_2122	Southern California Library Cooperative SCLC Annual Dues & CALIFA Consortium Membership	09/01/2021	2,573.00
			Total for Check Number 313079:	2,573.00
313080	SUVA8022 20581 20582	Sunset Vans Inc. Wheelchair Maint. Repair for Units 75 Dial-a-Ride Wheelchair Maint. Repair for Units 80 Dial-a-Ride	09/01/2021	155.00 155.00
			Total for Check Number 313080:	310.00
313081	TRSL5011 INV30631	Target Solutions Learning LLC Training Fire Department - 09/01/21-08/31/22	09/01/2021	1,680.00
			Total for Check Number 313081:	1,680.00
313082	HODE8011 634654420	The Home Depot Pro (Formerly Supply Works) Library Foam Hand Sanitizer	09/01/2021	262.48
			Total for Check Number 313082:	262.48
313083	TLSI8011 518832	The Library Store Inc. Library - DVD & CD Hub Labels	09/01/2021	91.92
			Total for Check Number 313083:	91.92
313084	UCL6115 2979	UC Regents Continuing Education and Certification for Fire Dept. (Aug. 21)	09/01/2021	2,150.50
			Total for Check Number 313084:	2,150.50
313085	VPSI407 136133 013070	Valley Power Systems Inc. Fire Dept. - Vehicle Maint. for E-781 -Pumps, Valves, Electrical	09/01/2021	10,482.34

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 313085:	10,482.34
313086	LUVA8110 08.08.2021	Luis Vazquez Reimburse Training Expense for Driver Operator 1BTraining	09/01/2021	250.00
			Total for Check Number 313086:	250.00
313087	YTH1023 29616 29680 29839	Y Tire Complete Auto Repair Police Department - Automotive Tire Purchase Unit # 1404 Police Department - Tire Purchase for Unit # 1908 Police Department - Automotive Tire Purchase for Unit # 1705	09/01/2021	250.76 543.98 247.09
			Total for Check Number 313087:	1,041.83
313088	PTZM4011 0025809 513044	Patrick Zamora Refund for Expenses Incurred at Sheriff's Dept. Funeral 07/10/21 Refund for Expenses Incurred at Sheriff's Dept. Funeral 07/10/21	09/01/2021	54.75 20.03
			Total for Check Number 313088:	74.78
			Total for 9/1/2021:	189,736.36
			Report Total (66 checks):	189,736.36

ATTACHMENT 4
Supplemental ACH
Payments

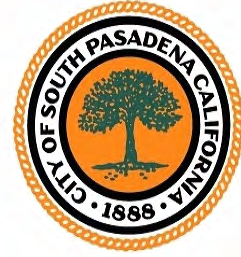


ACH Payment Log			
Date	Vendor	Amount	Description
8/16/2021	SoCal Gas	\$505.03	Online Payment for City's So Cal Gas Accounts.
8/16/2021	Synchrony Bank / Amazon	\$1,361.85	Online Payment for City's Amazon Expenditures from 05/18/21-06/03/21.
8/19/2021	SoCal Edison	\$12,683.74	Online Payment for City's So Cal Edison Accounts.
8/24/2021	UMPQUA Bank	\$7,017.42	Online Payment for City's July Credit Card Expenses.
Total:		\$21,568.04	

Accounts Payable

Checks by Date - Detail by Check Date

User: calvarez
 Printed: 8/24/2021 5:07 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
1369	UMQAMC	UMPQUA Bank (Manual Check)	08/24/2021	
	06.23.2021	Public Works / Windbreakers for PW Staff		249.88
	06.23.2021	Public Works / Windbreakers for PW Staff		249.89
	06.23.2021	Public Works / Windbreakers for PW Staff		249.89
	06.23.2021	Public Works / Windbreakers for PW Staff		249.89
	06.30.2021	Library / Flickr Promo Annual License Fee		59.99
	06.30.21-7.29.2	Police Dept. / Fuel for Motor Officers		161.98
	07.02.2021	Library / Adhesive Strips for Library Shelving		48.53
	07.07.2021	Management Services / City Council Meeting Dinner 07.07.2021		100.60
	07.07.2021	Library / 11x17 Floor Sign Holders		216.10
	07.08.2021	Planning & Building / Monthly Zoom Closed Captioning Fee		16.11
	07.08.2021	Community Services / CNG Fuel Expense for TransitVehicles		25.80
	07.09.2021	Community Services / Senior Center Activities		69.38
	07.09.2021	Community Services / CNG Fuel Expense for TransitVehicles		54.88
	07.09.2021	Community Services / Jolly Bouncer National Night Out		221.00
	07.09.2021	Community Services / Senior Center Activities		128.94
	07.09.2021	Community Services / Camp Snacks		79.22
	07.09.2021	Community Services / CNG Fuel Expense for TransitVehicles		29.73
	07.13.2021	Fire Dept. / Parking Fee for Offsite Meeting		4.00
	07.14.2021	Community Services / Light'n Whistle for National Night Out		492.05
	07.16.2021	Library / Crowdcast Monthly License Fee		49.00
	07.17.2021	Library / Reference Book for Library Staff		28.85
	07.17.2021	Management Services / Furniture for CM Office		1,250.46
	07.18.2021	Management Services / Furniture for CM Office		352.78
	07.19.2021	Public Works / CNG Fuel Expense for PW Vehicles		59.10
	07.19.2021	Mgmt. Svcs. / Refreshment for Qtrly. Deputy Director & Supervisor Meeting		23.97
	07.20.2021	Community Services / CNG Fuel Expense for TransitVehicles		33.55
	07.20.2021	Mgmt. Svcs. / Refreshment for Qtrly. Deputy Director & Supervisor Meeting		20.00
	07.21.2021	Management Services / City Council Meeting Dinner 07.21.2021		88.94
	07.21.2021	City Clerk / Electronic Stamp for City Clerk from PDFAutomation		75.00
	07.21.2021	City Clerk / PDFAutomation International Fee		1.50
	07.22.2021	Public Works / CNG Fuel Expense for Water DivisionVehicles		9.71
	07.22.2021	Public Works / CNG Fuel Expense for Water DivisionVehicles		30.91
	07.22.2021	Public Works / CNG Fuel Expense for PW Vehicles		22.57
	07.22.2021	Public Works / CNG Fuel Expense for Water DivisionVehicles		18.15
	07.22.2021	Public Works / CNG Fuel Expense for Water DivisionVehicles		33.23
	07.23.2021	Public Works / Bee Removal Services at 1217 StratfordAve.		790.00
	07.24.2021	Library / Promo Bookmarks		87.32
	07.27.2021	Public Works / CNG Fuel Expense for PW Vehicles		32.87
	07.27.2021	Public Works / CNG Fuel Expense for PW Vehicles		18.83
	07.27.2021	Public Works / Windbreakers for PW Staff		249.89
	07.27.2021	Community Services / Camp Snacks		48.19
	07.27.2021	Public Works / CNG Fuel Expense for PW Vehicles		59.72
	07.28.2021	Community Services / CNG Fuel Expense for TransitVehicles		7.89
	07.28.2021	Community Services / CNG Fuel Expense for TransitVehicles		16.00
	07.28.2021	Community Services / CNG Fuel Expense for TransitVehicles		34.13
	07.28.2021	Human Resources / Job Advertisement		399.00
	07.28.2021	Human Resources / Job Advertisement		468.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 1369:	7,017.42
			Total for 8/24/2021:	7,017.42
			Report Total (1 checks):	7,017.42

ATTACHMENT 5
Prepaid & Warrant Voids

Accounts Payable

Void Check Proof List



User: ealvarez
 Printed: 08/18/2021 - 6:42PM
 Batch: 00003.08.2021

Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: PBGF8031	Pitney Bowes Global Fin. Svc L									
Check No: 312951	Check Date: 08/18/2021									
	69.03	3104818683	06/25/2021	Pitney Bowes Lease (04/30/2021 to 07					No	0
101-8030-8021-8300-000									No	0
	69.02	3104818683	06/25/2021	Pitney Bowes Lease (04/30/2021 to 07					No	0
101-8030-8031-8300-000									No	0
	69.02	3104818683	06/25/2021	Pitney Bowes Lease (04/30/2021 to 07					No	0
207-8030-8025-8300-000									No	0
	69.02	3104818683	06/25/2021	Pitney Bowes Lease (04/30/2021 to 07					No	0
101-8030-8031-8300-000										
Check Total:	<u>276.09</u>									
Vendor Total:	<u>276.09</u>									
Report Total:	<u><u>276.09</u></u>									

ATTACHMENT 6
Payroll Summary

Liability	Taxes Debited			
	Federal Income Tax		68,197.76	
	Earned Income Credit Advances		.00	
	Social Security - EE		1,327.71	
	Social Security - ER		1,327.71	
	Social Security Adj - EE		.00	
	Medicare - EE		8,860.53	
	Medicare - ER		8,860.50	
	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		28,069.92	
	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	
	Total Taxes Debited	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	116,644.13
Other Transfers	ADP Direct Deposit	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	442,634.89
	ADP Check	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	2,587.49
	Wage Garnishments	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	2,581.00
	Total Amount Debited From Your Accounts			564,447.51
Bank Debits and Other Liability	Adjustments/Prepay/Voids			.99-
Taxes - Your Responsibility	None This Payroll			

Total Liability
564,447.51
564,446.52
564,446.52

Includes Adjustments that are your responsibility

Net Pay	Checks	2,587.49	
	Direct Deposits	442,634.89	
	Subtotal Net Pay		445,222.38
	Adjustments	.99-	
	Total Net Pay Liability (Net Cash)		445,221.39

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				68,197.76		
	Earned Income Credit Advances						
	Social Security				1,327.71	1,327.71	
	Medicare				8,860.53	8,860.50	
	Medicare Surtax						
	Federal Unemployment Tax						
	Subtotal Federal				78,386.00	10,188.21	88,574.21
	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						
	Total Federal				78,386.00	10,188.21	88,574.21
State	CA State Income Tax				28,069.92		
	CA State Unemployment Insurance-ER						
	CA State Disability Insurance-EE						
	Subtotal CA				28,069.92		28,069.92
	Total Taxes		.00	.00	106,455.92	10,188.21	116,644.13

Amount ADP Debited From Account XXXXX3688 Tran/ABA XXXXXXXXXX 116,644.13 Excludes Taxes That Are Your Responsibility

Other	ADP Direct Deposit	442,634.89	
Transfers	ADP Check	2,587.49	
	Wage Garnishments	2,581.00	
	Amount ADP Debited From Account XXXXX3688		447,803.38

231 Employee Transactions

Total Amount ADP Debited From Your Accounts 564,447.51



City Council Agenda Report

ITEM NO. 7

DATE: September 1, 2021

FROM: Arminé Chaparyan, City Manager *BS for AC.*

PREPARED BY: Elaine Aguilar, Interim Assistant City Manager
Albert Trinh, Finance Manager

SUBJECT: **Monthly Investment Reports for July 2021**

Recommendation Action

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

Commission Review and Recommendation

This matter was not reviewed by a commission.

Discussion/Analysis

The City's investment held at Zions Bank has been stable compared to prior month, the market value increased by \$35,717.

Background

As required by law, a monthly investment report, including water bond funds, is presented to the City Council disclosing investment activities, types of investments, dates of maturities, amounts of deposits, rates of interest, and securities with a maturity of more than 12 months at current market values.

The reports reflect all investments at the above-referenced date and are in conformity with the City Investment Policy as stated in Resolution No. 7635. A copy of the Resolution is available at the City Clerk's Office.

Legal Review

The City Attorney has not reviewed this item.

Fiscal Impact

The investments herein provide sufficient cash flow liquidity to meet the estimated expenditures, as required in the investment policy.

Public Notification of Agenda Item

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

Attachments:

1. City Investment Reports for July 2021

ATTACHMENT 1
City Investment Reports for July 2021

Exhibit A
City of South Pasadena
INVESTMENT REPORT
July 31, 2021

Investment Balances at Month End

INSTITUTION NAME	MATURITY DATE	CURRENT YIELD	PERCENT OF PORTFOLIO	COST	CURRENT MARKET VALUE *
			158294		
LOCAL AGENCY INVESTMENT FUND:					
LAIF City	ON DEMAND	0.221%	62.84%	29,523,472.03	29,523,472.03
SUBTOTAL			62.84%	29,523,472.03	29,523,472.03
ZIONS BANK					
Corporate Bonds	See Exhibit B-1	2.59%	10.90%	5,121,107.26	5,163,893.82
Government Agency Securities	See Exhibit B-1	1.55%	8.19%	3,849,146.53	3,889,949.81
US Treasury Notes & Bonds	See Exhibit B-1	1.60%	18.07%	8,490,981.07	8,643,414.67
SUBTOTAL			26.26%	17,461,234.86	17,697,258.30
TOTAL INVESTMENTS			89.10%	\$46,984,706.89	\$47,220,730.33

BANK ACCOUNTS:

Bank of the West Account Balance:	\$7,799,595.04
Zions Bank Uninvested Cash Balance ¹ :	\$111,059.67
Zions Bank Unsettled Transactions ¹	-
BNY Mellon Uninvested Cash Balance ²	158,300.92

Footnotes:

¹ The Zions Bank Uninvested Cash Balance and Unsettled Transactions are separate from the investment portion. The sum of the three Zions Bank balance totals to the balance reflected on the provided statement.

² The BNY Mellon Uninvested Cash Balance is information-only as it is funds intended for 2016 Water Revenue Bond.

Required Disclosures:

Average weighted maturity of the portfolio	<u>317</u> DAYS
Average weighted total yield to maturity of the portfolio	<u>0.842%</u>
Projected Expenditures for the next 6 months:	
Projected with Prior Year Same Period:	\$ 19,615,593
Projected with FY 2022 Adopted Budget:	\$ 29,986,130

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

In compliance with the California Code Section 53646, as the City Treasurer of the City of South Pasadena, I hereby certify that sufficient investment liquidity to meet the City's expenditure requirements for the next six months and that all investments are in compliance to the City's Statement of Investment Policy.

I also certify that this report reflects all Government Agency pooled investments and all City's bank balances.



Gary Pia, City Treasurer

08/18/2021

Date

ZIONS BANK

Statement of Account

July 1, 2021 Through July 31, 2021

South Pasadena Custody

Account Number : [REDACTED]

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

[REDACTED]

Cash Reconciliation

	Income	Principal
<i>Opening Balance July 1, 2021</i>	\$ 167,605.92	\$ -167,605.92
Receipts		
Sales	0.00	0.00
Interest	28,044.48	0.00
Dividends	1.61	0.00
Other Receipts	0.00	0.00
Collective Fund Earnings	0.00	0.00
Transfers	0.00	0.00
Total Receipts	28,046.09	0.00
Disbursements		
Purchases	0.00	-8,641.48
Fees	0.00	0.00
Other Disbursements	0.00	-11,773.71
Transfers	0.00	0.00
Total Disbursements	0.00	-20,415.19
Net Cash Management	0.00	-7,630.90
<i>Closing Balance July 31, 2021</i>	\$ 195,652.01	\$ -195,652.01

July 01, 2021 through July 31, 2021

Account Name : South Pasadena Custody

Account No : XXXXXXXXXX

Portfolio Summary

July 31, 2021	Portfolio %	Market Value	Projected Income	Current Yield
Cash & Equivalents	0.62%	111,059.67	11.11	0.01%
Fixed Income	99.38%	17,697,258.30	332,775.99	1.88%
<i>Total Portfolio</i>	100.00 %	17,808,317.97	332,787.10	1.87%
<i>Accrued Income</i>		84,564.39		
<i>Total Market Value</i>		17,892,882.36		

Holdings

Shares / PV	Asset Description		Cost	Price	Market Est	Ann Inc	Yield	Acc Income	
<u>Money Market Funds - Taxable</u>									
111,059.67	Fidelity Gov Port III FCGXX		111,059.67	1.00	111,059.67	11.11	0.01%	0.90	
111,059.67	* * Sub Totals * *		111,059.67		111,059.67	11.11	0.01%	0.90	
<u>Corporate Bonds (30/360)</u>									
172,000	American Express Cr Corp Mt	2.700%	03/03/2022	173,464.69	101.27	174,183.90	4,644.00	2.67%	1,906.89
86,000	Burlington Northn Santa Fe	3.050%	03/15/2022	87,215.02	101.04	86,892.69	2,623.00	3.02%	989.12
170,000	Apple Inc	2.700%	05/13/2022	171,786.97	101.98	173,367.69	4,590.00	2.65%	987.23
170,000	Bristol-Myers Squ bb Co	2.000%	08/01/2022	170,502.37	101.80	173,056.92	3,400.00	1.96%	1,700.00
167,000	Lockheed Martin Corp	3.100%	01/15/2023	173,677.68	103.53	172,894.27	5,177.00	2.99%	216.91
295,000	JPMorgan Chase & Co	3.200%	01/25/2023	312,629.53	104.35	307,828.55	9,440.00	3.07%	131.84
168,000	Bank of New York Mellon	2.950%	01/29/2023	166,503.12	103.85	174,465.50	4,956.00	2.84%	13.84
125,000	Amazon Com Inc	2.400%	02/22/2023	123,210.00	103.17	128,962.77	3,000.00	2.33%	1,324.02
163,000	General Dynamics Corp	3.375%	05/15/2023	164,599.95	105.29	171,623.12	5,501.25	3.21%	1,152.50
84,000	Cisco Systems Inc	2.200%	09/20/2023	81,882.36	103.83	87,217.25	1,848.00	2.12%	671.06
165,000	Deere John Capital Corp	3.650%	10/12/2023	169,418.28	107.32	177,082.10	6,022.50	3.40%	1,816.84
160,000	State Street Corp	3.700%	11/20/2023	171,652.92	107.80	172,486.63	5,920.00	3.43%	1,157.54
160,000	Caterpillar Finl Svcs	3.750%	11/24/2023	171,264.18	107.82	172,505.94	6,000.00	3.48%	1,106.15
203,000	Truist Finl Corp	3.750%	12/06/2023	212,010.71	107.52	218,260.54	7,612.50	3.49%	1,148.25
80,000	MetLife Inc	3.600%	04/10/2024	84,162.84	108.15	86,522.51	2,880.00	3.33%	884.92
163,000	Comcast Corp New	3.700%	04/15/2024	174,127.48	108.35	176,612.13	6,031.00	3.41%	1,768.87
166,000	Texas Instrs Inc	2.625%	05/15/2024	169,439.74	105.57	175,251.41	4,357.50	2.49%	912.88
84,000	Paccar Financial Corp	2.150%	08/15/2024	88,918.20	104.22	87,545.61	1,806.00	2.06%	832.37
206,000	Unitedhealth Group Inc	2.375%	08/15/2024	219,958.43	105.41	217,148.03	4,892.50	2.25%	2,254.92
169,000	Exxon Mobil Corp	2.019%	08/16/2024	176,853.43	104.41	176,459.19	3,412.11	1.93%	1,563.09
84,000	United Parcel Svcs Inc	2.200%	09/01/2024	85,232.61	104.94	88,153.35	1,848.00	2.10%	769.14
211,000	PNC Finl Svcs Group Inc	2.200%	11/01/2024	215,979.57	104.93	221,400.71	4,642.00	2.10%	1,154.02
166,000	Pepsico Inc	2.250%	03/19/2025	177,664.82	105.47	175,086.02	3,735.00	2.13%	1,366.72
169,000	Target Corp	2.250%	04/15/2025	178,401.47	105.29	177,944.40	3,802.50	2.14%	1,115.26

Holdings

Shares / PV	Asset Description		Cost	Price	Market Est	Ann Inc	Yield	Acc Income	
172,000	Chevron Corporation	1.554%	05/11/2025	178,135.52	102.76	176,751.16	2,672.88	1.51%	589.83
173,000	Us Bancorp	1.450%	05/12/2025	178,575.79	102.51	177,349.42	2,508.50	1.41%	546.54
195,000	Bank Of America Corp	3.875%	08/01/2025	221,628.03	111.51	217,443.77	7,556.25	3.48%	3,778.13
158,000	Home Depot Inc	3.350%	09/15/2025	177,930.91	109.97	173,746.23	5,293.00	3.05%	1,995.96
87,000	Prudential Finl Inc	1.500%	03/10/2026	88,725.21	102.18	88,900.08	1,305.00	1.47%	510.34
178,000	Schwab Charles Corp	1.150%	05/13/2026	178,776.08	100.89	179,575.50	2,047.00	1.14%	440.28
165,000	Intel Corp	2.600%	05/19/2026	176,779.35	107.38	177,176.43	4,290.00	2.42%	850.81
4,914,000	** Sub Totals **			5,121,107.26		5,163,893.82	133,813.49	2.59%	35,656.27
	<u>Government Agency Securities</u>								
511,000	FHLMC	2.375%	01/13/2022	526,659.76	101.03	516,277.77	12,136.25	2.35%	576.30
375,000	Federal Natl Mtg Assn	2.875%	09/12/2023	379,434.75	105.63	396,115.76	10,781.25	2.72%	4,155.90
833,000	Federal National Mortgage As	2.500%	02/05/2024	837,375.35	105.58	879,467.77	20,825.00	2.37%	10,179.82
555,000	Federal Natl Mtg Assn	1.625%	01/07/2025	578,332.20	104.11	577,805.09	9,018.75	1.56%	579.42
808,000	Federal Natl Mtg Assn	0.500%	06/17/2025	811,290.91	99.84	806,708.13	4,040.00	0.50%	485.25
717,000	Federal Natl Mtg Assn	0.500%	11/07/2025	716,053.56	99.52	713,575.29	3,585.00	0.50%	831.16
3,799,000	** Sub Totals **			3,849,146.53		3,889,949.81	60,386.25	1.55%	16,807.85
	<u>U.S. Treasury Notes & Bonds</u>								
966,000	United States Treas N	2.000%	10/31/2021	968,711.16	100.48	970,601.06	19,320.00	1.99%	4,830.00
532,000	United States Treas Nts	1.625%	12/31/2021	532,783.05	100.65	535,449.49	8,645.00	1.61%	728.25
885,000	United States Treas Nts	1.750%	07/15/2022	888,242.61	101.59	899,035.22	15,487.50	1.72%	673.37
828,000	US Treasury Nts	1.750%	01/31/2023	829,574.18	102.43	848,117.92	14,490.00	1.71%	7,245.00
956,000	US Treasury Note	1.375%	06/30/2023	956,287.01	102.29	977,846.51	13,145.00	1.34%	1,107.32
755,000	U.S. TREASURY N/B	2.875%	11/30/2023	781,535.95	106.11	801,155.42	21,706.25	2.71%	3,617.71
719,000	U.S. Treasury N/B	2.125%	03/31/2024	713,017.92	104.85	753,883.00	15,278.75	2.03%	5,092.92
1,020,000	US Treasury N/B	2.000%	04/30/2024	1,029,538.00	104.63	1,067,214.78	20,400.00	1.91%	5,100.00
529,000	United States Treas Nts	0.500%	03/31/2025	532,315.41	100.04	529,206.84	2,645.00	0.50%	881.67
539,000	United States Treas Nts	0.375%	01/31/2026	537,062.83	98.85	532,789.10	2,021.25	0.38%	1,010.63
725,000	United States Treas Nts	0.750%	03/31/2026	721,912.95	100.43	728,115.33	5,437.50	0.75%	1,812.50

Holdings

Shares / PV	Asset Description	Cost	Price	Market Est	Ann Inc	Yield	Acc Income
8,454,000	** Sub Totals **	8,490,981.07		8,643,414.67	138,576.25	1.60%	32,099.37
17,278,059.67	** Grand Totals **	17,572,294.53		17,808,317.97	332,787.10	1.87%	84,564.39

Cash Summary

<i>Principal Cash</i>	-195,652.01
<i>Income Cash</i>	195,652.01
<i>Invested Income</i>	0.00

Account Transactions

Date	Description	Income	Principal	Carrying Value
	<i>Starting Balances</i>	\$ 167,605.92	\$ -167,605.92	\$ 17,947,787.00
	<u>Interest</u>			
07/01/2021	Purchase Accrued Interest Deere John Capital Corp 3.6500% 10/12/23	-32.04		
07/01/2021	Purchase Accrued Interest Comcast Corp New 3.7000% 04/15/24	-31.24		
07/07/2021	Interest Federal Natl Mtg Assn 1.6250% 01/07/25	4,509.38		
07/13/2021	Interest FHLMC 2.3750% 01/13/22	6,068.13		
07/15/2021	Interest Lockheed Martin Corp 3.1000% 01/15/23	2,588.50		
07/15/2021	Interest United States Treas Nts 1.7500% 07/15/22	7,743.75		
07/26/2021	Interest JPMorgan Chase & Co 3.2000% 01/25/23	4,720.00		
07/29/2021	Interest Bank of New York Mellon 2.9500% 01/29/23	2,478.00		
	Sub Total	28,044.48	0.00	0.00
	<u>Dividends</u>			
07/01/2021	Dividend Fidelity Gov Port III FCGXX Interest From 06/01/2021 To 06/30/2021	1.61		
	Sub Total	1.61	0.00	0.00
	<u>Buys</u>			
07/01/2021	Buy Deere John Capital Corp 3.6500% 10/12/23 4000 Par Val @ \$107.632		-4,305.28	4,305.28
07/01/2021	Buy Comcast Corp New 3.7000% 04/15/24 4000 Par Val @ \$108.405		-4,336.20	4,336.20
	Sub Total	0.00	-8,641.48	8,641.48

Account Transactions

Date	Description	Income	Principal	Carrying Value
<u>Disbursements</u>				
07/09/2021	Cash Disbursement Fee Paid To Bank - CC Paid To : Zions Bank Per Sec. 9 of The Agreement Custody Services Quarterly Administration Fee \$500 (January 2021 - March 2021) Free Receipts \$980 Security Purchase \$260 Security Sale \$40 Wire Transfer \$30 Invoice No. 9651 Dated 07/08/21.		-1,810.00	
07/09/2021	Cash Disbursement Fee Paid To Bank - CC Paid To : Zions Bank Per Sec. 9 of The Agreement Custody Services Quarterly Administration Fee \$500 (April 2021 - June 2021) Security Purchase \$220 Security Sale \$120 Wire Transfer \$60 Invoice No. 9652 Dated 07/08/21.		-900.00	
07/13/2021	Cash Disbursement Miscellaneous Disbursement Paid To : Morgan Stanley & Co. LLC Invoice dtd 07-08-21 Inv#10823021189 Acct#255-138705 Billing Period 07-01-21 to 07-31-21		-1,516.00	
07/30/2021	Cash Disbursement Miscellaneous Disbursement Paid To : Legg Mason Private Portfolio Group, LLC Per Sec 9 Custody Agmt Management Fee Invoice dtd 7-12-21 2021-Q3-CITY0041		-7,547.71	
	Sub Total	0.00	-11,773.71	0.00
<u>Other/Miscellaneous</u>				
07/09/2021	Explanation Market Fee received in the amount of \$500.00. Per invoice dated 06/30/2021.			
07/09/2021	Explanation Miscellaneous Fee received in the amount of \$1810.00. Per invoice dated 07/09/2021.			
07/09/2021	Explanation Miscellaneous Fee received in the amount of \$400.00. Per invoice dated 07/09/2021.			
	Sub Total	0.00	0.00	0.00
<u>Cash Management</u>				
07/01/2021	Sweep - Sell Fidelity Gov Port III FCGXX Sold 8703.15 Par Val @ \$1.00		8,703.15	-8,703.15

Account Transactions

Date	Description	Income	Principal	Carrying Value
07/07/2021	Sweep - Buy Fidelity Gov Port III FCGXX 4509.38 Par Val @ \$1.00		-4,509.38	4,509.38
07/09/2021	Sweep - Sell Fidelity Gov Port III FCGXX Sold 2710 Par Val @ \$1.00		2,710.00	-2,710.00
07/13/2021	Sweep - Buy Fidelity Gov Port III FCGXX 4552.13 Par Val @ \$1.00		-4,552.13	4,552.13
07/15/2021	Sweep - Buy Fidelity Gov Port III FCGXX 10332.25 Par Val @ \$1.00		-10,332.25	10,332.25
07/26/2021	Sweep - Buy Fidelity Gov Port III FCGXX 4720 Par Val @ \$1.00		-4,720.00	4,720.00
07/29/2021	Sweep - Buy Fidelity Gov Port III FCGXX 2478 Par Val @ \$1.00		-2,478.00	2,478.00
07/30/2021	Sweep - Sell Fidelity Gov Port III FCGXX Sold 7547.71 Par Val @ \$1.00		7,547.71	-7,547.71
	Sub Total	0.00	-7,630.90	7,630.90
	Ending Balances	\$ 195,652.01	\$ -195,652.01	\$ 17,964,059.38

**Corporate Trust Services provided by Zions Bancorporation, N.A.
Statement Disclosures & Other Important Information**

Please review your statement promptly and report any discrepancies immediately to your account administrator listed on the first page.

Market value information (including accrued income) furnished herein has been obtained from sources that Zions Bancorporation, N.A. believes to be reliable. Zions Bancorporation, N.A. makes no representation, warranty or guarantee, express or implied, that any quoted value necessarily reflects the proceeds that may be received on the sale of a security or asset. Securities and asset prices may vary from actual liquidation value and should only be used as general guide to portfolio value. Prices are received from various pricing services. However, pricing services are sometimes unable to provide timely information. Where pricing sources are not readily available, particularly on certain debt securities, estimated prices may be generated by a matrix system taking various factors into consideration.

Securities, including mutual funds, are not bank deposits and are not FDIC insured, nor are they obligations of or guaranteed by Zions Bancorporation, N.A., its affiliates or of any federal or state government or government sponsored agency. Securities, including mutual funds, involve investment risks, including the possible loss of the principal amount invested.

Exhibit B-2

**Funds and Investments
Held by Contracted (Third) Parties
July 31, 2021**

2016 Water Revenue Bonds

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

1	Cash		0.63	0.010%	0.63	0.010%		1	
2	Morgan Stanley Treasury Portfolio		158,300.29	0.250%	158,291.81	0.250%		1	
Subtotal Cash & Cash Equivalents		0.41%	158,300.92	0.250%	158,292.44	0.250%		1	
Total Project Fund			158,300.92	0.250%	158,292.44	0.250%		1	
		2.70%			5,146,396.56				

Exhibit C

**July 31, 2021
Investment Report**

Summary of Invested Funds -- Last Day of the Month

MONTH	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
JULY	14,003,563	17,332,153	20,958,651	26,306,572	28,541,631	74,033,803	33,187,829	34,119,395	39,309,559	47,220,730
AUGUST	13,043,563	17,330,985	12,658,088	26,294,151	28,405,544	73,122,925	31,258,493	34,245,197	35,205,219	
SEPTEMBER	11,783,420	16,331,557	19,715,369	22,058,959	27,049,892	70,952,657	31,219,168	34,211,588	35,108,138	
OCTOBER	11,795,960	13,841,158	17,221,779	22,325,114	27,023,005	70,917,973	26,989,542	30,424,551	32,530,753	
NOVEMBER	11,800,260	13,836,635	17,221,849	22,287,418	73,246,265	26,547,176	26,916,772	30,394,571	36,836,391	
DECEMBER	11,805,140	16,837,192	20,603,990	22,253,300	71,499,585	28,949,643	27,028,835	30,398,333	36,824,546	
JANUARY	11,816,031	18,846,359	26,309,319	27,399,997	71,229,735	32,878,042	35,305,506	30,183,446	43,433,939	
FEBRUARY	13,818,580	18,845,663	26,260,788	30,108,605	71,084,575	33,013,420	34,571,287	35,784,459	43,636,405	
MARCH	13,319,038	13,145,894	26,315,158	28,939,924	72,604,964	32,833,141	32,568,840	35,894,036	43,608,698	
APRIL	17,327,604	13,153,853	26,326,876	28,276,276	75,018,330	33,064,100	32,242,202	36,081,161	42,158,002	
MAY	19,327,983	23,452,878	26,310,240	28,429,928	76,053,277	32,879,674	36,925,478	34,133,626	42,180,215	
JUNE	19,323,510	22,452,628	29,289,712	26,594,581	75,918,587	33,102,349	38,922,757	34,218,755	42,164,581	



City Council Special Meeting Agenda Report

ITEM NO. 8

DATE: September 1, 2021

FROM: Arminé Chaparyan, City Manager *BS. for A.C.*

PREPARED BY: Elaine Aguilar, Interim Assistant City Manager

SUBJECT: **Authorizing Services with TimeClock Plus for Scheduling and Time & Attendance Software, for the In-House Preparation of Payroll by the City's Finance Department**

Recommendation

It is recommended that the City Council authorize software services with TimeClock Plus in the amount of \$40,000 and appropriate General Fund Reserves in the total amount of \$40,000, to Non-Departmental, Professional Services 101-3010-3041-8170-000.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Executive Summary

The City's contract with ADP for payroll services is up for renewal in October 2021, and the contract required 90 days advance notice for non-renewal of the contract. On July 26, 2021, the City forwarded notification of non-renewal of the contract, and requested that the contract continue on a month-to-month basis between October and December 2021. The goal is for City payroll to return to in-house processing as of January 1, 2022. ADP has agreed to continue the contract on a month-to-month basis, and recommended a termination date at the end of January 2022, to allow for ADP to close out calendar year 2021, and handle the associated end of the year tax related processes. The City was in agreement with this timing. However, the goal remains for the city to process payroll in-house as of January 1, 2022, with ADP closing out calendar year 2021.

Staff is seeking City Council authorization and an appropriation of funding, for the next step in resuming in-house payroll processing:

- Securing a scheduling and time & attendance software and hardware, that will integrate with the Finance Department's payroll software provided by Springbrook. Three service providers were interviewed and TimeClock Plus is recommended, because it provides enhanced services and is more "user friendly" compared to the other two vendors. The total first year cost is \$40,000, with ongoing annual costs of \$14,000.

Discussion/Analysis

Approximately two years ago, the City eliminated in-house payroll processing and entered into a contract with ADP. The initial contract was for a two-year period, and the contract required 90 days written notice if the city intended to terminate services. After implementation of ADP services, it became apparent that ADP was not able to effectively and efficiently process the city's payroll, primarily due to the differences and the complexity of municipal payroll processing as compared to the private sector. Staff recommended returning to in-house processing of payroll, and the City Manager issued a notice of termination in July 2021.

To return to in-house payroll preparation will require a number of steps. These steps include:

1. Hiring a staff person to process payroll, including the associated accounting functions. The estimated cost for the current fiscal year is \$66,100, with annual costs of approximately \$90,000 thereafter. The Accountant position was approved by the Council at the August 18, 2021 meeting.
2. Re-implementing the Springbrook software for payroll preparation. Springbrook is the City's financial software and it is recommended that for integration purposes that the same software be used to process payroll. The estimated cost is less than \$25,000 for the initial re-implementation, with annual cost of approximately \$8,000 after the first year startup. These funds were appropriated by the City Council at the August 18, 2021 meeting.
3. Secure a Time and Attendance system for employees to track their time worked, and a scheduling system to schedule staff. A system with a user-friendly interface was identified, and it also has "self-serve" capabilities to enable employees to access their personal information, such as leave balances, pay stubs, etc. and make authorized changes, such as to their withholding amounts, change in address, banking changes, etc. The estimated cost of this software and hardware is \$40,000 for the first year, and then approximately \$14,000 on an annual basis, after the first year startup. Staff evaluated three systems and recommends that TimeClock Plus be implemented. TimeClock Plus is also recommended because it has been successfully integrated into Springbrook's payroll module by other municipalities. The use of this software and hardware will allow for a fully automated payroll system and eliminate the use of "paper time sheets," "time-off requests", etc. The software also includes managerial oversight that is not currently available, such as easily monitoring overtime, scheduling staff, and maintaining accurate attendance records.
4. Legal services will also be needed to insure compliance with all personnel rules, MOU's, and State and Federal laws. The City's current labor relations firm, Liebert Cassidy Whitmore has the expertise in this area and the cost will be under the City Manager's authority. There are adequate funds in the Finance Department Professional Services for the cost of these services.

At the August 18, 2021 meeting, the City Council authorized the first two steps in the process, as described below.

1. The authorization of one full time employee (Accountant) to perform the day to day payroll functions, including preparation of payroll, and all associated accounting. The total nine

(9) month cost is \$66,100, while the annual costs are estimated at. \$90,000. The pay range for the position is between \$5,361 and \$6,517 monthly, without benefits.

2. The appropriation of funds for the necessary Springbrook software for payroll preparation, project implementation and staff training. The total cost is \$25,000.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

It is recommended that the City Council authorize software services with TimeClock Plus in the amount of \$40,000 and appropriate General Fund Reserves in the total amount of \$40,000, to Non-Departmental, Professional Services 101-3010-3041-8170-000.

Public Notification of Agenda Item

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

Attachments:

1. TimePlus Clock Service Agreement and TimeClock Plus Quote dated 8/24/2021

ATTACHMENT 1
TimePlus Clock Service Agreement and TimeClock Plus Quote
dated 8/24/2021

Quote	Customer	Quote Date
510833	263283	08/24/2021

CUSTOMER
City of South Pasadena Armine Trashian (626) 403-7255 1414 Mission St South Pasadena, CA 91030-3214

Rep	Entry	Method of Shipment	Method of Payment
TTURNER	TTURNER	UPS Ground	Pre-Paid

Stock No.	Ordered	Description	Unit Cost	Total
		Annual Employee License: (\$11,440.00)		
3002-301	1	Enterprise Plan	0.00	0.00
3002-331	220	Enterprise Employee License	65.00	14,300.00
		└ Local Gov Discount	(13.00)	(2,860.00)
		Annual Scheduler License: (\$300.00)		
3002-5101	75	Advanced Scheduler	5.00	375.00
		└ Advanced Scheduler Discount	(1.00)	(75.00)
		Professional Implementation and Training: (\$11,740.00)		
3004-350	1	Implementation Services (Flat Fee)	11,740.00	11,740.00
		(5) Fingerprint Time Clocks: (\$12,505.00)		
3003-200	5	RDT + Fingerprint	2,779.00	13,895.00
		└ RDT + Fingerprint Discount	(278.00)	(1,390.00)
		Annual Hardware Maintenance: (\$2,250.90)		
3004-205	1	Hardware Support & Maintenance	2,250.90	2,250.90

Valid for 37 days. Expires 09/30/2021.



Product Total:	42,560.90
Discount:	(4,325.00)
Subtotal:	38,235.90
S & H:	75.52
Estimated Tax:	1,520.22
Total:	39,831.64



**TIMECLOCK PLUS, LLC
MASTER SERVICE ORDER FORM
MASTER LICENSING AGREEMENT**

CONTRACT START DATE: _____

CLIENT INFORMATION

Bill To: City of South Pasadena	Contract Contact Name: Timothy Turner
Billing Address: 1414 Mission St South Pasadena California 91030-3214	Contract Contact Email: TTurner@TCPSoftware.com
Billing Contact Name: Esteban Alvarez	Support Contact Name:
Billing Contact Email: ap@southpasadenca.gov	Support Contact Email:
Billing Contact Phone: 6264037254	Support Contact Phone:

BILLING TERMS

INITIAL SERVICE TERM	BILLING CYCLE	PAYMENT TERMS	PAYMENT METHOD	START DAY OF WEEK
1 Year	Annually	Net 30	Net Terms / PO	Monday

For Credit Card or Bank Draft Payment complete one of the following:

CARD TYPE	CARD NUMBER	EXPIRATION DATE	
FINANCIAL INSTITUTION	ACCOUNT NUMBER	ROUTING NUMBER	CITY & STATE

Credit Card and Bank Draft Billing Terms:

Client hereby authorize TimeClock Plus, LLC ("TCP") to draft from the indicated account or charge the indicated credit card for TimeClock Plus Services and other applicable fees. Client agrees that this is one-time or, as applicable, a recurring charge that will be made according to the billing cycle selected, and that to terminate any recurring billing process Client must either cancel this Agreement under the terms outlined herein, or arrange for an alternative method of payment prior to the next billing cycle.

Client understands that cancellations must be made in writing as outlined in the TimeClock Plus Licensing Agreement. Client further understands that Services rendered are not refundable.

If utilizing recurring bank draft, Client acknowledges that the origination of ACH transactions from Client's account must comply with the provisions of U.S. law. This authority will remain in effect until Client has cancelled it in writing.

Recurring payments will be initiated by TCP within 3 business days from the invoice date stated on your monthly invoice. If a charge is rejected for any reason, TCP will initiate another charge in the same amount, on the invoice due date. If the second draft is rejected and no other provision is made for payment on or before the invoice due date, your payment will be considered delinquent.

Net Payment Terms:

The balance of outstanding invoices shall be due and payable in accordance with the payment terms selected in the Billing section of this Agreement. Client agree to pay TCP for products and services at our offices at 1 Time Clock Drive, San Angelo, TX 76904.

TimeClock Plus, LLC ("TCP")
1 TimeClock Drive
San Angelo, TX 76904

SERVICE TERMS & CONDITIONS

TimeClock Plus, LLC ("TCP"), a Delaware limited liability company, will provide Client and its authorized Employees and Users access to the Services during the Initial Service Term. TCP shall make Services available to Client twenty-four (24) hours a day, seven (7) days a week except for interruptions by reason of maintenance or downtime beyond TCP's reasonable control. Client will be responsible for all equipment and software required for Client to access the Internet including, without limitation, a web browser compatible with the Services. Client agrees to comply with all applicable data protection laws and to act as Data Controller, and appoint TCP as Data Processor, of Personal Data and information entered into TimeClock Plus by Client's Employees and Users. Client acknowledges that TCP is not responsible for any use or misuse of the Services by Client or its employees or contractors or for ensuring Client's adherence to applicable laws. Client understands and agrees that your use of and access to TimeClock Plus Services is subject to the complete terms and conditions (Licensing Agreement) found at:

Terms and Conditions: <https://www.timeclockplus.com/terms/on-demand>

Data Processing Terms: <https://www.tcpsoftware.com/agreements/dpa>

Supplemental Support & Maintenance Terms: <https://www.timeclockplus.com/agreements/hardware-support> (As Applicable)

Client shall pay all fees or charges in accordance with those outlined on the Invoice placed at the time of purchase. Payments will be made in advance of the Service being provided and may be made annually, quarterly or monthly, or as otherwise mutually agreed on this Master Service Order Form. Charges will be equal to the number of total employees multiplied by the applicable Monthly Employee Fee as defined in the Licensing Agreement. Total employees each month are defined as the total number of Employees who are made Active at any time and for any duration during any calendar month. Client may add additional Employees as desired each month by paying the Monthly Employee Fees, prorated through the end of the Term, for those added.

The Term of this Agreement will commence the day the web site interface for the Services is made accessible to you via the Internet or on the Contract Start Date, whichever is later, and will continue for the Initial Service Term. Thereafter this Agreement will automatically renew for successive periods of the same duration as the Initial Service Term unless either party gives the other party thirty (30) days' notice of its intent not to renew. Pricing of subsequent Terms may be subject to the renewal pricing set forth in the notes section of the TCP Invoice. Client hereby acknowledges that special pricing offered for initial Terms may not be valid at the time of renewal.

By signing this Master Service Order Form for TimeClock Plus Services, you represent, warrant and certify that (a) you are 18 years of age or older; (b) you are authorized to bind the company or organization named above under this Agreement, (c) you are authorized to use the payment method specified to engage in transactions relating to TimeClock Plus Services, including any recurring payment information, and (d) you have read, understand and agree to the terms and conditions of this Agreement.

Accepted by:

Client

TimeClock Plus, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



Service Level Agreement

Service Level Agreement - Addendum

This Service Level Agreement is an addendum to the Master Licensing Agreement or Perpetual Licensing Agreement – EULA, hereafter referred to as the “Licensing Agreement”, made and entered into by and between TimeClock Plus, LLC (“TCP”) and Client. TCP reserves the right to continuously improve the Support and Maintenance and to adapt such services to changes in technology and to TCP’s business environment. Solely for these purposes, TCP reserves the right to modify, elaborate, remove or add to some or all of the provisions of these Service Level Agreement terms at TCP’s sole discretion and without further notice, provided that any such improvement or adaptation shall not result in a diminution of the overall level of service. All Support and Maintenance will be provided in accordance with applicable data protection laws and the Privacy Policy which can be found at www.tcpsoftware.com.com/privacy.

1 Definitions. Capitalized terms herein, but not included in this Section 1, shall have the meaning set forth in the Licensing Agreement and/or attached Addendums.

1.1 “24/7 Support” means continuous service is provided for twenty-four hours per day, seven

CHAT

days per week, and throughout the year.

- 1.2 "Issue" means a failure of the Software to substantially conform to the functional specifications set forth in TCP published documentation.
- 1.3 "Major Release" means a release in which the version number to the left of the first decimal point increases (e.g., 7.0 to 7.1).
- 1.4 "Minor Release" means a release of the Software in which the version number to the right of the first decimal point increases (e.g., 7.0 to 7.1).
- 1.5 "On Premise" means an installation of TCP's software application(s) in Client's data center, whether at Client's physical location or in Client's private hosted cloud.
- 1.6 "Response Time" means the time period in which the assigned support resource shall provide Client with an initial technical response as a result of an Issue reported by Client.
- 1.7 "Software" means the certain software program(s) purchased by Client. Software includes both On Premise and cloud hosted ("TCP Services as defined in the Licensing Agreement") software programs.
- 1.8 "Standard Support" means the Standard support level of Support and Maintenance as set out in Section 3.
- 1.9 "Standard Support Hours" means the hours between 7:00 am CST and 7:00 pm CST, excluding Saturday, Sunday, and TCP recognized employee holidays.
- 1.10 "Support and Maintenance" means the support and maintenance services to be provided by TCP to the Client in accordance with purchased Hardware and/or Software Support and Maintenance Agreement. All Support and Maintenance will be provided to Client in accordance with the terms of the Hardware and/or Software Support and Maintenance Agreement and the terms of this Service Level Agreement.
- 1.11 "Support Plan" means the specific Software and/or Hardware Support and Maintenance Agreement that has been purchased by Client.
- 1.12 "Term" has the same meaning as defined in the Order Form or Licensing Agreement.
- 1.13 "Updates" means service packs, patches, hot fixes, or workarounds for a particular version of the Software. "Updates", includes Minor Releases but excludes any Major Releases or other releases of the Software or any other products that Service Provider, in its sole discretion, licenses separately for an additional fee. Major Releases will be provided according to the Support Level the Customer purchases from Service Provider. All Updates and Major Releases are licensed to Customer and subject to the terms and conditions of the License Agreement. If there is no such agreement, then the terms accompanying the Software will govern.
- 1.14 "Workaround" means a modification or "patch" for a particular version of the Software, which may be of a temporary or interim nature, to help cure or avoid an Issue.

2 Support and Maintenance Services. In consideration of the Client's payment of the applicable fees related to the Client selected Support Plan(s), Service Provider agrees to provide Support and Maintenance for the duration of the Term, and solely for the Software and/or Supported Hardware.

3 Software Support and Maintenance.

3.1 Software Maintenance. TCP shall use commercially reasonable efforts to maintain the Software so that it operates without Issues. Software maintenance includes the Software features that TCP makes generally available to its Client base during the applicable Term. These Software features, include Minor Releases, Major Releases, and Updates to the Software.

3.2 Software Support. Support Services include:

3.2.1 Information gathering and analysis of Software to identify Issues;

3.2.2 Chat, email, or telephone consultation regarding the use and operation of the Software that does not rise to the level of training;

3.2.3 Configuration changes for the Software;

3.2.4 Repair or replacement of open source software with functionally equivalent software; and

3.2.5 Issue correction in accordance with the Support Response Time Goals below.

3.3 Severity Classification and Response Time Goals. Issues are classified according to severity of impact on the use of the Software, according to the Support Response Time Goal chart below. All disputes regarding severity classification will be resolved by TCP in its sole discretion.

4 Hardware Support and Maintenance.

4.1 Hardware Maintenance. TCP shall use commercially reasonable efforts to maintain the Supported Hardware so that it operates without Issues. Hardware maintenance include the Updates that TCP generally makes available to its Client base during the applicable Term. Hardware maintenance also includes replacement services as defined in the Hardware Support and Maintenance Agreement.

4.2 Hardware Support. Support Services include:

4.2.1 Information gathering and analysis of Supported Hardware to identify Issues;

4.2.2 Chat, email, or telephone consultation regarding the use and operation of the Supported Hardware that does not rise to the level of training;

4.2.3 Configuration changes for the Supported Hardware;

4.2.4 Issue correction in accordance with the Support Response Time Goals below.

4.3 Severity Classification and Response Time Goals. Issues are classified according to severity of impact on the use of the Supported Hardware, according to the Support

Response Time Goal chart below. All disputes regarding severity classification will be resolved by TCP in its sole discretion.

Severity	Impact	Response Time Goal
Level 1	Production system is down, impacting all applications and associated business systems. No Workaround exists.	<p>A Level 1 Issue will immediately be assigned to a TCP support technician who will contact Client within one (1) business hour with an initial response. The support technician will then work without interruption on the Issue until a resolution is reached, either in the form of a complete fix, or an interim Workaround solution that will cause the level of urgency to drop to Level 2.</p> <p>Level 1 Issues qualify for 24/7 Support for Clients who have purchased this Support Plan.</p>
Level 2	Production system performance is degraded, but operational; Issue affects essential functions and no Workaround exists; or Issue is blocking critical systems tests or deliverables.	<p>A Level 2 Issue will immediately be assigned to a TCP Support Technician who will contact Client within two (2) business hours with an initial response. The support technician will then work without interruption during standard support hours until a resolution is reached, either in the form of a complete fix, or an interim Workaround solution that will cause the level of urgency to drop to Level 3.</p> <p>Level 2 Issues qualify for 24/7 Support for Clients who have purchased this Support Plan.</p>
Level 3	General product questions relating to development, feature issues, or Documentation.	<p>A Level 3 Issue will be assigned to a TCP Support Technician who will contact Client within one (1) business day with an initial response. The support technician will work on the issue during Standard Support Hours.</p> <p>Level 3 Issues do not qualify for 24/7 Support for Clients who have purchased this Support Plan</p>

5 Obligations of Client

5.1 Support Contact. All communications relating to Support and Maintenance will be supervised, coordinated, and undertaken by a primary Client contact unless additional contacts are designated as an approved contact persons by Client's primary contact.

Issues related to the security of Clients Data, including but not limited to, password resets, may require approval of Client's primary contact.

5.2 Pre-Call Procedures. Prior to requesting support from TCP, Client shall comply with all published operating and troubleshooting procedures for the Software. If such efforts are unsuccessful in eliminating the Issue, Client shall then promptly notify TCP of the Issue. Client shall confirm that the following conditions are true before contacting Service Provider for support:

5.2.1 If possible, the situation giving rise to the Issue is reproducible in the Software;

5.2.2 The Client contact has the technical knowledge regarding the Software, any other software or hardware systems involved, and in the facts and circumstances surrounding the Issue;

5.2.3 The entire system, including all Software and Supported Hardware, is available to the Client contact during any communication with the assigned TCP support technician; and

5.2.4 If requested and required, Client must make available to TCP a technical representative during Standard Support Hours for all Issues. TCP reserves the right to suspend all work relating to any Issues during periods for which the Client does not provide access to Client's technical representative or requested data to continue to work on the Issue.

5.3 Remote Connection. If appropriate, Client will cooperate with TCP to allow and enable TCP to perform Support and Maintenance via remote connection using standard, commercially available remote control software. On Premise Clients will be solely responsible for instituting and maintaining proper security safeguards to protect Client's systems and data.

5.4 Disclaimer. TCP shall not be responsible for providing Support and Maintenance, Updates, or any other support and maintenance to the extent that Issues arise because Client (i) misuses, improperly uses, mis-configures, alters, or damages the Software; (ii) uses the Software with any hardware or software not recommended or sold by TCP; (iii) uses the Software at any unauthorized location; (iv) fails to install an Update to the Software if such Update would have resolved the Issue; or (v) otherwise uses the Software in a manner not in accordance with the License Agreement.

6 Limitations of Support and Maintenance Services.

6.1 Non-Compliance Problems. If Client notifies TCP of a problem and TCP correctly determines that the problem is due to Client's incorrect or improper use of the Software or failure to comply with the terms of the License Agreement an attached Addendums, the resolution of such problem is not covered by Support and Maintenance. However, TCP may provide additional services to correct the problem pursuant to a separate Statement of Work.

- 6.2 Release Support Period. TCP shall support a release of the Software if such release (i) was made generally available during the previous twenty-four (24) months. TCP may extend Support and Maintenance to prior Major Releases and Minor Releases at its sole discretion.
- 6.3 Third-Party Products. Support and Maintenance does not cover the operation or use of third-party hardware or software or Software modified by any party other than TCP or used in any manner in violation of the License Agreement or inconsistent with TCP published product documentation.
- 6.4 Data.
 - 6.4.1 On Premise Clients are encouraged to backup data often and to always do so prior to installing any Update. TCP will have no responsibility for loss of or damage to On Premise Client's data, regardless of the cause of any such loss or damage.
 - 6.4.2 On Demand Supplemental Terms shall apply to Clients who have purchased TCP Services under a Licensing Agreement

7 Termination; Effects of Termination

- 7.1 TCP will provide Support and Maintenance services for the Term of the Hardware and/or Software Support and Maintenance Agreement as defined by the applicable Order Form. For clarity, the TCP will provide Client with an option to select a single year or multi-year period of coverage; upon selecting such period of coverage, the period selected shall constitute the Term of the Support and Maintenance Agreement. Client shall be contractually obligated to pay the fees for the full length of the Term and, unless terminated in accordance with the terms herein prior to the expiration of the Term, TCP shall be obligated to provide the selected Support Plan to the Client for the duration of the Term.
- 7.2 Termination of Support Terms. If TCP or Client terminates the License Agreement in accordance with the terms provided therein, then the Support and Maintenance hereunder will also terminate. Further, TCP may terminate these this Agreement upon the following conditions:
 - 7.2.1 if Client fails to make any payments due hereunder within fifteen (10) days after TCP delivers notice of default to Customer;
 - 7.2.2 by giving prior written notice to Client if Client fails to perform any material obligation required of it hereunder, and such failure is not cured within thirty (30) days from Client's receipt of TCP's notice to cure such non-performance of material obligation; or
 - 7.2.3 if Client files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, or is adjudicated a bankrupt concern.

- 8 **Warranty.** TCP warrants all services performed under this Agreement shall be performed in a workmanlike and professional manner. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT TCP MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

On Demand Supplemental Terms

- 1 **On Demand Services Level Agreement.** In the event that Client experiences any of the service performance issues defined in Sections 2.1 and 2.2 as a result of TCP's failure to provide TCP Services, TCP will, upon Client's request in accordance with Section 3, credit Client's account as described below. The Service Credit shall not apply to performance issues (i) caused by factors outside of TCP's reasonable control; (ii) that resulted from any actions or inactions of Client or any third parties; or (iii) that resulted from Client equipment or third party equipment that is not within the sole control of TCP.
- 2 **Definitions.** For purposes of this Agreement, the following definitions shall apply only to the TCP Services. References to Section numbers in these Supplemental Terms shall apply to Sections in these Supplemental Terms, unless expressly provided otherwise.
 - 2.1 "Downtime" shall mean "unplanned" network unavailability within TCP's United States network for thirty (30) consecutive minutes due to the failure of TCP to provide TCP Services for such period. Downtime shall not include any packet loss or network unavailability during TCP's scheduled maintenance of the Internet Data Center(s), network and TCP Services.
 - 2.2 "Performance Problem" shall mean a material deterioration in the performance of the TCP Services excluding any Downtime.
 - 2.3 "Service Credit" shall mean an amount equal to the pro-rata monthly recurring connectivity charges (i.e., all monthly recurring bandwidth-related charges) for one (1) day of TCP Services.
- 3 **Downtime Periods.** In the event Client experiences Downtime, Client shall be eligible to receive a one-time Service Credit for each Downtime period; provided, however, that in no event shall Client be entitled to more than two (2) Service Credits for any given calendar day. For example, if Client experiences one (1) Downtime period, then Client shall be eligible to receive one (1) Service Credit; if Client experiences two (2) Downtime periods, whether from a single event or multiple events, then Client shall be eligible to receive two (2) Service Credits.
- 4 **Performance Problem.** In the event that TCP discovers or is notified by Client that Client is experiencing a Performance Problem, TCP will take all commercially reasonable actions necessary to determine the source of the Performance Problem.

- 5 Discovery of Source; Notification of Client. Within four (4) hours of discovering or receiving notice of the Performance Problem, TCP will use commercially reasonable efforts to determine whether the source of the Performance Problem is limited to the TCP Services or whether the Performance Problem arises from the Client equipment or Client's connection to the Internet. TCP will notify Client of its findings regarding the source of the Performance Problem promptly after the additional four (4) hour period.
- 6 Correction. If the source of the Performance Problem is within the sole control of TCP, then TCP will use commercially reasonable efforts to remedy the Performance Problem within four (4) hours of determining the source of the Performance Problem. If the source of and remedy to the Performance Problem reside outside of the sole control of TCP, then TCP will use commercially reasonable efforts to notify the party responsible for the source of the Performance Problem and cooperate with it to resolve such problem as soon as possible.
- 7 Service Credits for Performance Problems. In the event that TCP (i) is unable to determine the source of the Performance Problem within the time periods described in Section 5; or (ii) is the sole source of the Performance Problem and is unable to remedy such Performance Problem within the time period described in Section 6, TCP will deliver a Service Credit to Client for each four (4) hour period incurred in excess of the time periods for identification and resolution described above; provided, however, that in no event shall Client be entitled to more than two (2) Service Credits for a given calendar day.
- 8 Client Must Request Service Credit. Upon receipt of a written request from Client for a prior calendar month requesting information regarding a specific instance of Downtime or Performance Problem, TCP will provide Client with a related incident report from which Client may determine any Downtime and/or Performance Problems. In order to receive a Service Credit in connection with a particular instance of Downtime or a Performance Problem, Client must notify TCP within thirty (30) days from the time Client becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Client's right to receive a Service Credit for the applicable instance of Downtime or Performance Problem.
- 9 Maximum Service Credit. The aggregate maximum number of Service Credits to be issued by TCP to Client for any and all Downtime and Performance Problems that occur in a single calendar month shall not exceed seven (7) Service Credits. Any Service Credits owed shall be issued in the TCP invoice in the month following the Downtime or Performance Problem, unless the Service Credit is due in Client's final month of Service. In such case, a refund for the dollar value of the Service Credit will be mailed to Client.
- 10 Termination Option for Chronic Problems. Client may terminate this Agreement and without liability or penalty to TCP by notifying TCP within ten (10) days following the occurrence of either of the following: (i) Client experiences more than five (5) Downtime periods in any three (3) consecutive calendar month period; or (ii) Client experiences more than eight (8) consecutive business hours of Downtime due to any single event. Such termination will be



Software Support and Maintenance Agreement Addendum

Software Support and Maintenance Agreement Addendum

This Software Support and Maintenance Agreement is an addendum to the Perpetual Licensing Agreement – EULA, hereafter referred to as the “Licensing Agreement”, made and entered into by and between TimeClock Plus, LLC (“TCP”) and Client. TCP reserves the right to continuously improve the Software Support and Maintenance Services and to adapt such Services to changes in technology and to TCP’s business environment. Solely for these purposes, TCP reserves the right to modify, elaborate, remove or add to some or all of the provisions of these Software Support and Maintenance Agreement terms at TCP’s sole discretion and without further notice, provided that any such improvement or adaptation shall not result in a diminution of the overall level of service. Services shall be provided in accordance with TCP’s

current Support Level Agreement (“SLA”), located at

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<https://www.tcpsoftware.com/agreements/sla>

- 1 Term.** Services provided under this Software Support and Maintenance Agreement shall commence on the date of purchase and shall continue for one (1) year from the date of purchase (“Initial Term”), and then shall automatically renew for subsequent one (1) year terms thereafter, unless either Party gives written notice of non-renewal at least ninety (90) days prior to the end of the then current term (the Initial Term and subsequent renewal terms being referred to as the “Term”).
- 2 Supported Software.** All software purchased by Client from TCP for which Client has paid a fee for support and maintenance shall be considered Supported Software under the terms of this Software Support and Maintenance Agreement.
- 3 Incident.** An Incident is defined as a single support issue with a TCP software product and the reasonable effort needed to resolve it. A single support Incident is a problem that cannot be broken down into subordinate parts. It is possible for one Incident to span multiple telephone calls and multiple emails; it is also possible for one telephone call to include multiple Incidents.
- 4 Support Services.** TCP support technicians shall aid in the resolution of software support requests in a timely and professional manner. TCP will assist with issues related only to the Supported Software. Upon notification of an Incident, an Incident number will be issued, and the Incident number will remain effective and open until satisfactory resolution of the cause of the Incident, or 5 business days without a Client communication, after which the Incident number will be closed. Client is entitled to an unlimited number of support Incidents during the Term.
- 5 Maintenance Services.** This Software Support and Maintenance agreement entitles the Client to full perpetual software version upgrades (“Upgrades”) and software updates and patches (“Updates”) during the Term. Upgrades will include the perpetual software modules that the Client has already purchased. New and additional software modules will be charged separately. Updates under this Software Support and Maintenance Agreement are extended to current TimeClock Plus software versions and revision levels which have not been suspended or terminated, and maintenance releases for related products purchased or licensed by the Client from TCP or a registered reseller. Upgrades do not include a Client’s transition from perpetual licenses to SaaS hosted licenses of the same or future versions of the TimeClock Plus software.
- 6 Additional Products.** If during the Term, Client purchases additional software products or licenses, this Software Support and Maintenance Agreement is amended to include Services for such additional software products. The annual fee for such additional software products shall be charged at the time of purchase and shall be prorated so that the term of such additional product coverage will expire at the end of the Term.
- 7 Limitations.** Support Services are limited to software troubleshooting and software configurations as described in the TimeClock Plus product documentation. This Software Support and Maintenance Agreement does not cover inquiries on legal time keeping compliance nor does it include in-depth product training. Support Services extend only to

platforms and operating environments specified by TCP. TCP is not responsible for integration or configuration with third-party software, hardware, or operating environments except as allowed by the Licensing Agreement and the products purchased from TCP. Furthermore, Support Services may only be provided in accordance with TCP's then current Data Processing Addendum and Global Data Privacy Policy located at <https://www.tcpsoftware.com/governance>.

- 8 **Services Requests.** Requests for Services are made by Client to TCP via customer portal located at <https://timeclockplus.force.com/TCPsupport/s/> . The Client shall provide a reasonable amount of information and assistance related to the Incident for verification and resolution of the Incident. Client is expected to provide TCP with the problem, the context in which the problem was encountered, a description of the system configuration, and the steps necessary to generate or reproduce the problem. Failure to provide reasonable information or assistance may result failure to resolve the Incident.
- 9 **Miscellaneous.** This Software Support and Maintenance Agreement is not transferable. With the exception of the Licensing Agreement, this Software Support and Maintenance Agreement supersedes all other written and oral proposals, purchase orders, prior agreements, and other communications between Client and TCP concerning the subject matter of this Software Support and Maintenance Agreement, and along with the documents referenced herein constitutes the entire agreement between TCP and Client regarding provision of Support and Maintenance Services. A Software Support and Maintenance Agreement does not constitute a certification or warranty, express or implied of any kind. TCP's obligations and responsibilities regarding product warranties are governed solely by the Licensing Agreement under which they are sold or licensed.



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Data Processing Addendum

Data Processing Addendum

This Data Processing Addendum (the “DPA”) is incorporated into and supplements the terms and conditions of the TimeClock Plus OnDemand License Agreement or the TimeClock Plus Perpetual Terms and Conditions, each available at <https://www.timeclockplus.com/terms>, or other agreement between you (“Client”) and TimeClock Plus, LLC (“TCP”) governing Client’s use of the software products and services provided by TCP to Client from time to time (the “TCP Services”) (such agreement between TCP and Client, the “Agreement”). For the avoidance of doubt, all references to the “Agreement” shall include this DPA. TCP and Client may individually be referred to as a “Party”, and collectively as the “Parties”.

1. Definitions.

- 1.1. “Affiliate” means any parent or subsidiary corporation, and any corporation or other business entity controlling, controlled by or under common control with a Party.
- 1.2. “Biometric Data” means any information based on an individual’s retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry which is used to identify an individual, regardless of how it is captured, converted, stored or shared.
- 1.3. “Client Data” means all of Client’s data processed or stored by or transmitted to TCP in connection with the Agreement, including, without limitation, all Personal Data



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contained therein.

- 1.4. "Designated User" means the individual Employees who are authorized by Client to use the TCP Services on behalf of the Client, and whose Personal Data may be processed or stored by or transmitted to TCP in connection with the Agreement.
- 1.5. "Employee" means Client's individual employee, worker, consultant, substitute or contractor.
- 1.6. "Global Data Privacy Policy" means TCP's Global Data Privacy Policy located at <https://www.timeclockplus.com/privacy>, as updated from time to time.
- 1.7. "Personal Data" means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Employee or Designated User.
- 1.8. "Subprocessor" means any third party entity that processes Personal Data on behalf of TCP and to which TCP discloses Personal Data for a business purpose pursuant to a written contract, provided that the contract prohibits such entity from retaining, using, or disclosing the Personal Data for any purpose other than for the specific purpose of performing the services identified in such contract.

2. Data Processing.

- 2.1. TCP shall provide the TCP Services to Client in accordance with, and Client's use of the TCP Services is subject to, the terms and conditions of the Agreement and the Global Data Privacy Policy.
- 2.2. Client hereby grants TCP a worldwide, royalty-free, non-exclusive, limited license to use, host, copy, transmit, display, modify and create derivative works of Client Data for the express purpose of providing the TCP Services. Client acknowledges and agrees that it will determine the means and purposes of processing Client Data, and that TCP acts solely as a service provider that processes Client Data on behalf of and at the direction of Client for the sole purpose of performing the TCP Services under the Agreement. Client is responsible for ensuring that all Designated Users who provide instructions to TCP on Client's behalf are authorized to do so. Client shall have sole responsibility for the accuracy, quality, content, legality and use of Client Data and the means by which any Personal Data is obtained from Designated Users and Employees and transferred to TCP, and Client is solely responsible for any transfer of Personal Data to any third party data controller or data processor (e.g., human resources or payroll application), and TCP shall have no liability in connection therewith. Client agrees to implement data protection-related procedures that will not be less protective than those imposed on TCP by the Agreement and the Global Data Privacy Policy.
- 2.3. TCP is expressly prohibited from processing any Client Data for any purpose other than for the specific purpose of performing the TCP Services, unless requested by Client or required by applicable law. TCP is expressly prohibited from selling Personal Data under any circumstances and for any purpose. No other collection, use,

disclosure or transfer (except to Subprocessors in accordance with Section 3) of Client Data is permitted without the express prior written instruction of Client. TCP acknowledges and agrees that it understands and will comply with each of the restrictions and obligations set forth in this Section 2.3.

3. Subprocessors.

3.1. TCP has appointed Subprocessors for the purpose of providing data hosting and security services. Client acknowledges and agrees that Subprocessors may process Client Data in accordance with the terms of the Agreement and the Global Data Privacy Policy. TCP's agreements with its Subprocessors impose data protection-related processing terms on such Subprocessors that are not less protective than the terms imposed on TCP in the Agreement and the Global Data Privacy Policy. The Global Data Privacy Policy contains an overview of the categories of Subprocessors involved in the performance of the relevant TCP Services. The appointment of a Subprocessor to perform part or all of the TCP Services hereunder shall not relieve TCP of any liability under the Agreement.

4. Data Security.

4.1. Security Standards.

- 4.1.1. TCP shall implement reasonable security procedures consistent with industry standards to protect Client Data from unauthorized access, including without limitation (i) industry-standard encryption of data at rest within TCP's data centers; (ii) web application firewalls; (iii) virus detection and anti-virus software; (iv) authentication techniques, such as user names and passwords, or authorization formats, which limit access to particular TCP personnel; and (v) additional security controls consistent with SOC 2 Type II reporting standards.
- 4.1.2. The Parties shall implement administrative, technical and physical security procedures consistent with industry standards and applicable data protection laws to protect Client Data from unauthorized access, including by adopting access policies that prevent the internal sharing or inadvertent communication of login credentials.
- 4.1.3. Client is responsible for reviewing the information made available by TCP relating to data security and making an independent determination as to whether the TCP Services meet Client's requirements and obligations under applicable data protection laws. Client acknowledges that data security measures taken by TCP are subject to technical progress and development and TCP may update or modify such security measures from time to time, provided that such updates and modifications do not result in the degradation of the overall security of the TCP Services.

4.2. Security Breach Notifications. TCP will promptly report to Client any unauthorized access to Client Data within TCP's or its Subprocessors' systems upon discovery and in accordance with applicable data breach notification laws. TCP will use diligent

efforts to promptly remedy any breach of security that permitted such unauthorized access. TCP's notification of or response to any security incident under this Section 4.2 shall not be construed as an acknowledgment by TCP of any fault or liability with respect to such security incident.

- 4.3. Data Backup and Retention. TCP shall undertake commercially reasonable efforts to backup Client Data with a restore point objective of twenty-four (24) hours. Client Data shall be backed up and retained in accordance with TCP's retention policy as set forth in the Global Data Privacy Policy.
5. **Data Privacy.** TCP will process Client Data in accordance with the terms of the Agreement, the Global Data Privacy Policy and all applicable data protection laws. Client must maintain its own data collection, disclosure, retention, and storage policies in compliance with applicable law.
 - 5.1. Biometric Data. To the extent that Client collects, captures, stores, or otherwise uses Biometric Data relating to an individual, Client must (i) first inform the individual from whom Biometric Data will be collected, in writing and prior to collecting his or her Biometric Data, that Biometric Data is being collected, stored, and/or used; (ii) indicate, in writing, the specific purpose(s) (which may not be other than employment-related purposes) and length of time for which Biometric Data is being collected, stored, and/or used; and (iii) receive a written release from the individual (or his or her legally authorized representative) authorizing the Client, TCP, and TCP's third-party service providers (who are subject to restrictions no less restrictive than those imposed on TCP herein) to collect, store, and/or use the Biometric Data and authorizing the Client to disclose such Biometric Data to TCP and TCP's third-party service providers.
 - 5.2. Requests. Client agrees to adopt a commercially reasonable policy for managing data requests from Designated Users and Employees, which policy shall safeguard the rights of such data subjects and respect the original purpose of such data collection. Client, as the Party who determines the means and purposes for processing Client Data, shall be responsible for receiving, investigating, documenting, and responding to all Designated User and Employee requests for inspection or erasure of Personal Data.
 - 5.3. Assistance. If Client receives a request from a Designated User or Employee to exercise such individual's rights under applicable data protection laws, and Client requires TCP's assistance to respond to such request in accordance with applicable data protection laws, TCP shall assist the Client by providing any necessary information and documentation that is under TCP's control. TCP shall be given reasonable time to assist the Client with such requests in accordance with applicable law.
 - 5.4. Privacy Policy. Where required by law, Client agrees to adopt a privacy policy in alignment with the Agreement and all applicable laws governing the collection, use,

transfer and retention of Personal Data. Client agrees to provide TCP, upon reasonable request, Client's adopted privacy policy.

6. Access to Third Party Platforms.

- 6.1. Client may require the TCP Services to interoperate with platforms or other online services operated by third parties ("Third-Party Platforms") pursuant to an agreement between TCP and the operators of such Third-Party Platforms, an agreement between Client and the operators of such Third-Party Platforms, or through application programming interfaces ("APIs") or other means of interoperability which are generally made available by such operators.
- 6.2. Client hereby grants TCP the limited right to access such Third-Party Platforms with Client's credentials and on behalf of the Client in connection with the performance of the TCP Services. Client acknowledges and agrees that TCP's agreements with the operators of such Third-Party Platforms and the terms governing the use of APIs may be modified, suspended or terminated at any time, and TCP shall have no liability with respect to any such modification, suspension or termination. Client is responsible for ensuring that its use of the TCP Services in connection with any Third-Party Platform, and TCP's access to such Third-Party Platforms on Client's behalf, complies with all agreements and terms applicable to such Third-Party Platform.

- 7. Confidentiality.** TCP will not access or use, or disclose to any third party (except to Subprocessors in accordance with Section 3), Client Data, except, in each case, as necessary to maintain or provide the TCP Services, or as necessary to comply with applicable law or a subpoena or inquiry issued by a court of competent jurisdiction or by a judicial or administrative agency or legislative body or committee (a "Governmental Entity"). If TCP is requested to disclose all or any part of any Client Data under a subpoena or inquiry issued by a Governmental Entity, TCP shall (i) immediately notify Client of the existence, terms and circumstances surrounding such request; (ii) consult with Client on the advisability of taking legally available steps to resist or narrow such request and cooperate with Client on any such steps it considers advisable; and (iii) if disclosure of the Client Data is required or deemed advisable, exercise its best efforts to obtain an order, stipulation or other reasonably acceptable assurance that the Client Data or part thereof required to be disclosed shall retain its confidentiality and remain otherwise subject to the Agreement.

- 8. Term; Termination.** This DPA shall continue in force until the termination of the Agreement. Upon any termination or expiration of the Agreement, TCP will permanently delete any and all copies of Client Data created, processed and/or stored pursuant to this Agreement, subject to the terms of the Agreement.

9. Client Representations and Warranties.

- 9.1. Client represents and warrants that the performance of Client's obligations and use of the TCP Services by Client, its Designated Users and Employees will not violate any applicable laws, including all applicable domestic and international data protection laws, or cause a breach of duty to any third party, including Employees.

- 9.2. Client represents and warrants that all Personal Data included in the Client Data has been collected from all Employees and Designated Users and will be transferred to TCP in accordance with all applicable data protection laws, including, but not limited to, the EU General Data Protection Regulation 2016/679 and the Illinois Biometric Information Privacy Act, to the extent applicable. Client acknowledges and agrees that (i) TCP is a service provider and processes Client Data solely on behalf of and at the direction of Client, and exercises no control whatsoever over the content of the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP, and (ii) it is the sole responsibility of Client to ensure that the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.
- 9.3. In the event of any breach of any of the foregoing representations or warranties in this Section 9, in addition to any other remedies available at law or in equity, TCP will have the right to suspend immediately any TCP Services if deemed reasonably necessary by TCP to prevent any harm to TCP and its business. TCP will provide notice to Client and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, TCP will promptly restore the TCP Services.
10. **TCP Representations and Warranties.** TCP represents and warrants that the performance of its obligations and delivery of the TCP Services to Client will not violate any applicable laws or regulations of the United States or cause a breach of any agreements between TCP and any third parties.
11. **Mutual Representations and Warranties.** Each Party represents and warrants that it has implemented a comprehensive written information security program that includes appropriate administrative, technical and physical safeguards to: (i) ensure the safety and confidentiality of Personal Data; (ii) protect against unauthorized access to and use of Personal Data; (iii) protect against anticipated threats or hazards to the security or integrity of Personal Data, and (iv) comply with all applicable data protection laws.
12. **Indemnification.** Client hereby acknowledges and agrees that TCP may not be aware of all rights available to Client's Designated Users or Employees under all data protection regimes. To the extent permitted by applicable law, Client shall indemnify, defend and hold harmless TCP, its Affiliates, Subprocessors, officers, managers, directors, employees, agents, advisors and other representatives (the "TCP Indemnitees") from and against any lawsuit, liability, loss, cost or expense (including reasonable attorneys' fees) actually incurred or suffered by TCP Indemnitees of every kind and nature to the extent caused by or resulting from (i) any breach of a representation or warranty made by Client under this Agreement; or (ii) a third-party claim made against a TCP Indemnitee arising from or related to Client's failure to comply with any applicable domestic or foreign data protection laws or regulations. Client shall have the right to control any defense provided pursuant to this Section 12, provided, however, that Client shall not, without TCP's prior written consent, (A)

enter into any settlement or compromise or consent to the entry of any judgment that does not include the delivery by the claimant or plaintiff to the applicable TCP Indemnitee of a written release from all liability in respect of such third-party claim, or (B) enter into any settlement or compromise with respect to any third-party claim that may adversely affect the applicable TCP Indemnitee other than as a result of money damages or other monetary payments that are indemnified hereunder.

- 13. **Limitation of Liability.** Except for claims arising out of Section 7 (Confidentiality), in no event shall TCP's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, exceed the sum of amounts paid by Client to TCP during the six (6) months immediately prior to the date of the claim.
- 14. **Entire Agreement; Conflict.** Except as amended by this DPA, the Agreement will remain in full force and effect. If there is a conflict between this DPA and any other agreement between the Parties (including the Agreement, but excluding the Global Data Privacy Policy), the terms of this DPA will control. If there is a conflict between the Global Data Privacy Policy and any other agreement between the Parties (including this DPA and the Agreement), the Global Data Privacy Policy will control.

Agreed by:

Client	TimeClock Plus, LLC.
By: _____	By: _____
Name: _____	Name: _____
Dated: _____	Dated: _____



GET TO KNOW TCP



Hardware Support and Maintenance Agreement Addendum

Hardware Support and Maintenance Agreement Addendum

This Hardware Support and Maintenance Agreement is an addendum to the Master Licensing Agreement or Perpetual Licensing Agreement – EULA, hereafter referred to as the “Licensing Agreement”, made and entered into by and between TimeClock Plus, LLC (“TCP”) and Client. TCP reserves the right to continuously improve the Hardware Support and Maintenance Services and to adapt such Services to changes in technology and to TCP’s business environment. Solely for these purposes, TCP reserves the right to modify, elaborate, remove or add to some or all of the provisions of these Hardware Support and Maintenance Agreement terms at TCP’s sole discretion and without further notice, provided that any such improvement or adaptation shall not result in a diminution of the overall level of service. Services shall be provided in accordance with TCP’s then current Support Level Agreement (“SLA”), located at

CHAT [s://www.tcpsoftware.com/agreements/sla](https://www.tcpsoftware.com/agreements/sla)

- 1 **Term.** Services provided under this Hardware Support and Maintenance Agreement shall commence on the date of purchase and shall continue for one (1) year from the date of purchase (“Initial Term”), and then shall automatically renew for subsequent one (1) year terms thereafter, unless either Party gives written notice of non-renewal at least ninety (90) days prior to the end of the then current term (the Initial Term and subsequent renewal terms being referred to as the “Term”).
- 2 **Supported Hardware.** All hardware purchased by Client from TCP for which Client has paid a fee for support and maintenance shall be considered Supported Hardware under the terms of this Hardware Support and Maintenance Agreement.
- 3 **Incident.** An Incident is defined as a single support issue with a TCP hardware product and the reasonable effort needed to resolve it. A single support Incident is a problem that cannot be broken down into subordinate parts. It is possible for one Incident to span multiple telephone calls and multiple emails; it is also possible for one telephone call to include multiple Incidents.
- 4 **Support Services.** TCP support technicians shall aid in the resolution of hardware support requests in a timely and professional manner. TCP will assist with issues related only to the Supported Hardware. Upon notification of an Incident, an Incident number will be issued, and the Incident number will remain effective and open until satisfactory resolution of the cause of the Incident, or 5 business days without a Client communication, after which the Incident number will be closed.
- 5 **Maintenance Services.** During the term, should a defect in materials or workmanship be identified on supported hardware (“Defective Hardware”), TCP will incur expense to promptly ship Client a comparable hardware device of like kind with the functional equivalent of the Defective Hardware (“Replacement Hardware”) to arrive at Client’s specified location. Cost to ship replacement hardware outside the United States is the responsibility of Client.
- 6 **Return of Defective Hardware.** Upon replacement of Defective Hardware, Client’s Defective Hardware shall become the property of TCP and the Replacement Hardware shall become Client’s property. Instructions and a return label for return of the Defective Hardware will be included in the packaging of the Replacement Hardware or can be provided upon request. Client shall properly package the shipment when returning the Defective Hardware. The Defective Hardware must be returned to TCP within 14 days of receiving the Replacement Hardware. Should Client fail to return the Defective Hardware, Client agrees to pay TCP the Manufacturer’s Suggested Retail Price (“MSRP”) of the Defective Hardware. Additionally, Client’s ability to request Maintenance Services on any other supported hardware will be suspended until the Defective Hardware is returned to TCP or Client pays TCP the MSRP of the Defective Hardware.
- 7 **Additional Products.** If during the Term, Client purchases additional hardware products, this Hardware Support and Maintenance Agreement is amended to include Services for such additional hardware products. The annual fee for such additional hardware products

shall be charged at the time of purchase and shall be prorated so that the term of such additional product coverage will expire at the end of the Term.

8 Limitations.

8.1 Support Services. Support Services are limited to hardware troubleshooting and hardware configurations as described in the TimeClock Plus product documentation. This Hardware Support and Maintenance Agreement does not cover inquiries on legal time keeping compliance nor does it include in-depth product training. Support Services extend only to platforms and operating environments specified by TCP. TCP is not responsible for integration or configuration with third-party software, hardware, or operating environments except as allowed by the Licensing Agreement and the products purchased from TCP. Client is entitled to an unlimited number of support Incidents during the Term.

8.2 Maintenance Services. Maintenance Services does not cover (a) damage caused by accident, abuse, misuse, liquid contact, fire, earthquake, other external causes, or operating covered hardware outside its intended or permitted use; (b) hardware with a serial number that has been defaced, altered, removed, or modified without written permission from TCP; (c) hardware that has been lost or stolen; (d) cosmetic damage including but not limited to scratches, dents, and broken plastics or ports; (e) consumable parts such as batteries; (f) preventative maintenance; or (g) defects caused by normal wear and tear or otherwise normal aging of product.

9 **Services Requests**. Requests for Services are made by Client to TCP via support portal located at <https://timeclockplus.force.com/TCPsupport/s/> . The Client shall provide a reasonable amount of information and assistance related to the Incident for verification and resolution of the Incident. When requesting Replacement Hardware, Client must provide TCP with the serial number of Defective Hardware in question, the problem, the context in which the problem was encountered, a description of the system configuration, the steps necessary to generate or reproduce the problem, and the address TCP will use to ship the Replacement Hardware. Failure to provide reasonable information or assistance may result failure to resolve the Incident.

10 **Miscellaneous**. This Hardware Support and Maintenance Agreement is not transferable. With the exception of the Licensing Agreement, this Hardware Support and Maintenance Agreement supersedes all other written and oral proposals, purchase orders, prior agreements, and other communications between Client and TCP concerning the subject matter of this Hardware Support and Maintenance Agreement, and along with the documents referenced herein constitutes the entire agreement between TCP and Client regarding provision of Support and Maintenance Services. A Hardware Support and Maintenance Agreement does not constitute a certification or warranty, express or implied of any kind. TCP's obligations and responsibilities regarding product warranties are governed solely by the Licensing Agreement under which they are sold or licensed.



City Council Agenda Report

ITEM NO. 9

DATE: September 1, 2021

FROM: Arminé Chaparyan, City Manager *BB. for AC.*

PREPARED BY: Cathy Billings, Library Director

SUBJECT: Adoption of a Resolution Approving the Annual Auditor's Report and Authorizing the Collection of the Library Special Tax for Fiscal Year 2021-22

Recommendation Action

It is recommended that the City Council approve the Auditor's Report and authorize the collection of the Fiscal Year (FY) 2021-22 Library Special Tax by the County of Los Angeles.

Commission Review and Recommendation

The Library Special Tax levy for Fiscal Year 2021-22 was presented at the August 12, 2021 meeting of the Library Board of Trustees.

Background

On June 7, 1994, South Pasadena voters established the City of South Pasadena's (City) Library Special Tax. The Library Special Tax was renewed by voters in 1999, 2005, and 2009. On November 3, 2015, voters once again approved an extension of the Tax through June 30, 2024, with a 33% rate increase in FY 2016-17 and a Consumer Price Index (CPI)-based increase for each of the subsequent seven years.

The Library Special Tax may be collected if the City budgets a "required amount" adequate to provide for all the elements of a foundation program of library services. The required amount is calculated by applying the annual increase (or decrease) of the CPI for All Urban Consumers for the Los Angeles-Long Beach-Anaheim area to the prior year's required amount, beginning with an initial base required amount in FY 1994-95 of \$761,000.

Discussion/Analysis

In July 2021 the City hired consulting firm NBS Government Finance Group to calculate the Special Tax rates, prepare the FY 2021-22 tax levy listing, and submit it to the County of Los Angeles Department of the Auditor-Controller. The June 2021 Los Angeles-Long Beach-Anaheim area All Urban Consumers Consumer Price Index (CPI-U) figure used to calculate the FY 2021-22 Library Special Tax rate was released by the United States Department of Labor, Bureau of Labor Statistics in its July 13, 2021 News Release. This June 2021 figure represents an increase of 3.99% for FY 2021-22 over and above the prior year's CPI-U. The total levy amount for FY 2021-22 is \$365,390.38, an increase of more than \$15,000 over the prior fiscal year's

Adoption of a Resolution Approving the Annual Auditor's Report and Authorizing the Collection of the Library Special Tax for Fiscal Year 2021-22
September 1, 2021
Page 2 of 2

Library Special Tax revenue. The City's FY 2021-22 budget, adopted before the CPI-U figures were published, projected Library Special Tax revenue for the current year in the amount of \$357,170. Revenue is likely to exceed the budgeted number, but the final revenue number may be impacted by possible default or non-payment of property tax.

Collection of the Special Tax is contingent upon the City adopting an operating budget for the Library Department that meets or exceeds the minimum "required amount" set by Section 2.89-5(b)(1) of the South Pasadena Municipal Code (SPMC). The required amount that the Library Department's FY 2021-22 budget must meet or exceed is \$1,420,921.68. On June 16, 2021 the City Council adopted a FY 2021-22 budget that allocated \$1,849,686 for the Library Department. This amount exceeds the minimum required amount by \$428,764.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

Collection of the Library Special Tax for FY 2021-22 will provide an estimated \$365,000 toward the library's budget.

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. Resolution approving the Library Special Tax Annual Auditor's Report
2. Exhibit A – City of South Pasadena Fiscal Year 2021/22 Annual Report for Library Special Tax

ATTACHMENT 1
Resolution approving the Library Special Tax Annual
Auditor's Report

RESOLUTION NO. xxxx

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
APPROVING THE ANNUAL AUDITOR'S REPORT AND
SETTING THE RATE OF THE LIBRARY SPECIAL
TAX TO FINANCE LIBRARY SERVICES FOR
FISCAL YEAR 2021-22**

WHEREAS, on November 3, 2015, the voters of the City of South Pasadena approved the extension of the Library Special Tax until June 30, 2024; and

WHEREAS, that approval also extends Chapter 2, Article VI of the South Pasadena Municipal Code (SPMC) which established procedures for determining the rate and method of apportionment of the Library Special Tax, the maximum rate to be levied and enabling the collection of such tax; and

WHEREAS, the City Council has caused to be prepared by a tax consultant a report entitled "City of South Pasadena Fiscal Year 2021/22 Annual Report for Library Special Tax" (Auditor's Report), which is presented to the City Council and attached hereto as Exhibit "A"; and

WHEREAS, the City Council has budgeted and appropriated the required amount, which combined with the Library Special Tax, will provide all the elements of a foundation program of library services consistent with the California Education Code Section 18015.

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

SECTION 1. The City Council has duly considered the Auditor's Report, attached hereto as Exhibit "A" and incorporated herein for reference, and hereby approves said report as filed.

SECTION 2. The City Council has adopted the Budget for FY 2021-22 which provides for a total Library Budget for FY 2021-22 in the amount of \$1,849,686.

SECTION 3. The City Council hereby establishes the tax rates as set forth in the Auditor's Report for the FY commencing July 1, 2021 and ending June 30, 2022.

SECTION 4. The City Council hereby resolves that proceeds from any funds collected from the Library Special Tax shall be expended only for library services in accordance with SPMC Section 2.89-4.

SECTION 5. The City Council hereby declares that the Library Special Tax shall be collected in the same manner and subject to the same penalties as other charges and taxes collected on behalf of the City by the County of Los Angeles.

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

PASSED, APPROVED AND ADOPTED ON this 1st day of September, 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 meeting held on the 1st day of September, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Lucie Colombo, CMC, CPMC
City Clerk

(seal)

ATTACHMENT 2
City of South Pasadena Fiscal Year 2021/22 Annual
Report for Library Special Tax

CITY OF SOUTH PASADENA

Fiscal Year 2021/22 Annual Report For:

Library Special Tax

August 2021

Prepared by:



nbsgov.com

Corporate Headquarters
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

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1. OVERVIEW

1.1 Introduction

The City of South Pasadena (the “City”) first levied the City of South Pasadena Library Special Tax (the “Special Tax”) after it was approved by registered voters on June 7, 1994. The Special Tax was renewed by voters again in 1999, 2005, and in 2009. Most recently, on November 3, 2015, voters approved the extension of the collection of the Special Tax for an additional 10 year period, through June 30, 2024.

The purpose of the Special Tax is to provide funds to the City to pay for maintenance and operation costs of the South Pasadena Public Library.

The final year in which the current Special Tax can be levied, unless renewed again by voters, will be Fiscal Year 2023/24.

1.2 Levy

The following table provides a summary of the Fiscal Year 2021/22 levy information associated with the Special Tax, prepared in accordance with the Rate and Method of Apportionment for the Special Tax and updated based upon the records of the Los Angeles County Assessor.

Special Tax Category	Parcel/Unit Count ⁽¹⁾	Special Tax Rate Basis	Special Tax Rate ⁽²⁾	FY 2021/22 Total Levy ⁽³⁾
Single-Family Residential and Condominiums				
<= 2,000 sf Residence	3,346	per Dwelling Unit	\$37.05	\$123,935.84
2,001 sf <= 4,000 sf Residence	1,948	per Dwelling Unit	55.57	108,230.88
> 4,000 sf Residence	198	per Dwelling Unit	74.10	14,671.80
Multi-Family Residential	5,420	per Dwelling Unit	18.52	100,399.12
Non-Residential				
<= ¼ acre lot	159	per Parcel	37.05	5,889.36
> ¼ <= ½ acre lot	80	per Parcel	74.10	5,928.00
> ½ <= ¾ acre lot	17	per Parcel	111.15	1,889.38
> ¾ acre lot	30	per Parcel	148.20	4,446.00
Totals:	11,198			\$365,390.38

(1) Unit counts are shown for residential categories and parcel counts are shown for non-residential categories.

(2) Special Tax rates are escalated annually based upon the annual (June to June) change in the Consumer Price Index for All Urban Consumers (“CPI-U”) in the Los Angeles-Long Beach-Anaheim area. The Special Tax rates were increased by approximately 3.99% in Fiscal Year 2021/22, based upon the annual change in CPI-U.

(3) Includes installment rounding.

1.3 Special Tax Rates

Properties subject to the Special Tax are levied based upon the Special Tax rates identified in the Rate and Method of Apportionment, which are escalated annually based upon the change in the Consumer Price Index for All Urban Consumers (“CPI-U”) for the Los Angeles area as of June each year. The Fiscal Year 2020-21 Special Tax rates were increased by approximately 3.99% (based upon the change in CPI-U) to be able to determine the Fiscal Year 2021-22 Special Tax rates.

The following table outlines the historical changes in the CPI-U for the Los Angeles area:

Fiscal Year	June CPI-U Value	Annual CPI-U Increase ⁽¹⁾
2016/17	249.789	N/A
2017/18	255.275	2.20%
2018/19	265.522	4.01%
2019/20	274.380	3.34%
2020/21	278.121	1.36%
2021/22	289.218	3.99%

(1) The CPI-U Increase, as displayed in this table, is a rounding of the actual CPI-U Increase. The maximum Special Tax rates are calculated by using the actual CPI-U Increase, not the rounding of the actual CPI-U Increase.

NBS

Andrew Kraus, Administrator
Stephanie Parson, Project Manager
Tim Seufert, Client Services Director

2. LEVY LISTING

The Fiscal Year 2021/22 Special Tax levy listing is provided as a separate document.



City Council Agenda Report

ITEM NO. 10

DATE: September 1, 2021

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

PREPARED BY: Shahid Abbas, Director of Public Works
Ghassan Shelleh, Deputy Director of Public Works
Tatevik Barakazyan, Civil Engineering Assistant

SUBJECT: **Accept Project Completion and Authorization to File a Notice of Completion for the Monterey Road Phase III Project and Authorization to Release Retention Payment to EC Construction in the Amount of \$73,830**

Recommendation

It is recommended that the City Council:

1. Accept the Monterey Road Phase III 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 EC Construction (Contractor) in the amount of \$73,830.

Discussion/Analysis

On September 18, 2019, the City Council authorized the award of a contract in the amount of \$1,848,061 to E.C. Construction Co. for the construction project. The Monterey Road Street Improvement Project, described below, was completed within budget and in a timely manner. The project was managed and inspected by Public Works engineering staff and Willdan Group, Inc.

Background

This Project was approved by City Council as part of the Fiscal Year (F'Y) 2017-18 budget. The Project consisted of the following improvements:

- Monterey Road (Orange Grove Avenue to 300 feet east Pasadena Avenue) and Orange Grove Avenue (Monterey Road to El Centro Street): Cold mill existing pavement and overlay asphalt concrete. Removal and replacement of sidewalk, curb ramps, driveway approaches, curb and gutter, traffic signal detection loops and pedestrian push buttons, pavement markings, utility adjustments, and installation of new water meters, valves, fire hydrants and related appurtenances.
- Construction of a new traffic signal at the intersection of Monterey Road and Orange Grove Avenue.

NOC for Monterey Road Street Improvement Project Phase 3

September 1, 2021

Page 2 of 2

- Via Del Rey (La Portada Street to Monterey Road): Work consisted of the installation of pavement markings.
- Intersection of Monterey Road and Via Del Rey: Work consisted of installation of drought tolerance plants and irrigation system at two small medians.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

The project was completed within the budget. The contingency amount was not used towards the construction of the project. The final project cost including the 5% retention was \$1,637,174. This Project was funded through following funding sources:

Account	Account Number	Amount	Invoiced	Paid	Retention (to be paid)
Measure R	233-9000-9354	\$693,000	\$645,342	\$613,569	\$31,773
Water	500-9000-9300	\$581,563	\$462,816	\$446,935	\$15,881
STP-L	208-9000-9191	\$364,000	\$364,000	\$341,233	\$18,100
Prop C	242-9000-9354	\$209,498	\$165,016	\$161,607	\$8,076
		\$1,848,061	\$1,637,174	\$1,563,344	\$73,830

Environmental Analysis

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

Public Notification of Agenda Item

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

Attachment - Notice of Completion

ATTACHMENT
Notice of Completion

RECORDING REQUESTED BY:

City of South Pasadena

AND WHEN RECORDED MAILTO:

City of South Pasadena - PW

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: _____ 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

_____	_____
_____	_____
_____	_____

- 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

_____	_____
_____	_____
_____	_____

- 7. A work of improvement on the property hereinafter described was COMPLETED September 1, 2021.

- 8. The work of improvement completed is described as follows:

Monterey Road and Orange Grove Avenue street improvements, Via Del Rey striping, Monterey Road and Orange Grove Avenue traffic signal installation.

- 9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is: EC Construction.

- 10. The street address of said property is Monterey Road, South Pasadena, CA 91030.

11. The property on which said work of improvement was completed is in the City of South Pasadena, County of Los Angeles, State of California, and is described as follows:

Date: September 1, 2021

(Signature of Owner or agent of owner)
Shahid Abbas, City of South Pasadena

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.

September 1, 2021 South Pasadena
Date and Place

(Signature of person signing on behalf of owner)
Shahid Abbas, City of South Pasadena



City Council Agenda Report

ITEM NO. 11

DATE: September 1, 2021

FROM: Arminé Chaparyan, City Manager *BS for AC.*

PREPARED BY: Shahid Abbas, Director of Public Works
Ghassan Shelleh, Deputy Director of Public Works

SUBJECT: **Approval to Re-appropriate Funds for a Not-to-Exceed Amount of \$12,830 to Fiscal Year 2021-22 for the Payment of an Outstanding Invoice to KOA Corporation for the Professional Engineering Design Services for the Modified Work Scope of the Integrated Central Advanced Traffic Management and Control Systems for Fair Oaks Avenue Traffic Signal Improvement Project.**

Recommendation Action

It is recommended that the City Council re-appropriate funds, and authorize a purchase order to be carried over from Fiscal Year (FY) 2020-21 to FY 2021-22 for a not-to-exceed amount of \$12,830 for the payment of an outstanding invoice to KOA Corporation for professional engineering design services for the modified work scope of the Integrated Central Advanced Traffic Management and Control Systems for Fair Oaks Avenue Traffic Signal Improvement Project.

Background

Pursuant to the City's Financial Policy, appropriations lapse at the end of each fiscal year unless encumbered for re-appropriation by the City Council in the following fiscal year. Staff previously presented a list of re-appropriated funds at the July 21, 2021 meeting, but this item was not on the list. It is now necessary for the Council to take separate action to re-appropriate the funds so that the outstanding invoice for the work completed under the contact can be paid to close out the project.

In November 2019, the City Manager approved a contract with KOA Corporation for the professional engineering design services for Integrated Central Advanced Traffic Management and Control Systems for Fair Oaks Avenue Traffic Signal Improvement Project, in an amount not-to-exceed \$24,900. The original scope of services included design of Traffic Management Center (TMC) workstation, integration of bluetooth and infrared radar detection system, closed circuit television (CCTV) cameras system, and fiber optics communication interconnect between Fair Oaks' traffic signals and TMC.

Discussion/Analysis

On December 2, 2020, a contract amendment was executed by the City Council to expand the design scope of the project to include the following additional Intelligent Transportation System (ITS) equipment and technologies:

- Modify the CCTV design task to expand the CCTV installations beyond the original eight intersections to eleven.
- Add a task to design installation of Bluetooth/WiFi/TPMS sensor units for travel and delay times monitoring at the eleven signalized intersections on Fair Oaks Avenue from Columbia Street to Oak Street.
- Add a task to install new traffic signal controllers at the eleven signalized intersections on Fair Oaks Avenue from Columbia Street to Oak Street.

The proposed contract amount was increased by \$12,830 to a total not-to-exceed amount \$37,730.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

Re-appropriate Proposition C funds in the amount of \$12,830 to FY 2021-22 to the Project Account Number 207-6010-6011-8170 (Prop C) to close out this project.

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

KOA Corporation Contract Amendment

ATTACHMENT
KOA Contract Amendment

FIRST AMENDMENT TO
AGREEMENT FOR CONSULTANT SERVICES

THIS AMENDMENT (“Amendment”) is made as of this November 4, 2020, by and between the CITY OF SOUTH PASADENA (“City”) and KOA Corporation (“Consultant”).

RECITALS

WHEREAS, in November 2019, the City and Consultant entered into an Agreement for Professional Design Services (“Agreement”) for Integrated Central Advanced Traffic Management and Control Systems for Fair Oaks Avenue Traffic Signal Improvement Project in an amount not-to-exceed \$24,900; and

WHEREAS, the Agreement was for an initial design of infrared and radar detection system, closed circuit television (CCTV) camera system, signal interconnect between traffic signal system and City’s IT Department, traffic management center (TMC) work station, the upgrade of plans and specifications, the assistance on Caltrans’ permit process, and coordination services related to this project; and

WHEREAS, the proposed changes in the scope include the modification of the CCTV Design task to expand the CCTV installations beyond the original eight intersections, the addition of a task to design installation of Bluetooth/WiFi/TPMS sensor units at the eleven signalized intersections of Fair Oaks Avenue from Columbia Street to Fair Oaks Avenue, and the addition of a task to change traffic signal controllers for the intersections on Fair Oaks Avenue from the SR 110 freeway interchange to Oak Street;

WHEREAS, the costs for said services shall be in an amount not-to-exceed \$12,830 for a total not-to-exceed contract amount of \$37,730.

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

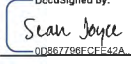
1. Section 3.2 “Scope of Services” of the Agreement is hereby amended to include Exhibit “A-1” as attached to this Amendment.
2. Section 3.5 “Maximum Amount” of the Agreement is hereby amended to read as follows:
“The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is not-to-exceed Thirty-Seven Thousand Seven Hundred Thirty Dollars (\$37,730).”


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.

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

“Contractor”
KOA Corporation

By: 
Signature

By: 
Signature

Printed: Sean Joyce

Printed: Min Zhou

Title: Interim City Manager

Title: CEO/President

Date: 3/29/2021

Date: 1/28/2021

Attest:

By: 
Linda Thai, Deputy City Clerk

Date: 5/26/2021

Approved as to form:

By: 
Teresa L. Highsmith, City Attorney

Date: 4/26/2021

ATTACHMENT 1
KOA Contract Amendment Exhibit A-1

EXHIBIT A-1 ADDITIONAL SCOPE OF WORK

The proposed changes in scope are as follows:

- Modify the CCTV Design task to expand the CCTV installations beyond the original eight intersections.
- Add a task to design installation of Bluetooth/WiFi/TPMS sensor units at the eleven signalized intersections of Fair Oaks Avenue from Columbia Street to Fair Oaks Avenue.
- Add a task to change traffic signal controllers for the intersections on Fair Oaks Avenue from the SR 110 freeway interchange to Oak Street.



City Council Agenda Report

ITEM NO. 12

DATE: September 1, 2021

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

PREPARED BY: Shahid Abbas, Public Works Director
Ted Gerber, Deputy Public Works Director
Arpy Kasparian, Water Conservation & Sustainability Analyst

SUBJECT: **Second Reading and Adoption of an Ordinance, Amending Chapter 19A (Noise Regulation) and Chapter 1 (General Provisions) of the South Pasadena Municipal Code to Prohibit the Use of Gas-Powered Leaf Blowers**

Recommendation

It is recommended that the City Council read by title only for second reading, waiving further reading, and adopt an ordinance to amend Chapter 19A (Noise Regulation) and Chapter 1 (General Provisions) of the South Pasadena Municipal Code (SPMC) to prohibit the use of gas-powered leaf blowers within the City of South Pasadena.

Background

An analysis of the ordinance can be found in a staff report dated August 18, 2021 (Attachment 2).

The ordinance was first introduced at the July 7, 2021 City Council meeting. The Council directed staff to address several issues including clarifying the responsible party for violations, removing criminalization for violators, creating a clear violation structure, and more. Staff reintroduced the ordinance as a first reading at the August 18, 2021 City Council meeting with all requested updates. If adopted, the ordinance will become effective on October 1, 2022.

Legal Review

The City Attorney has reviewed this item and has approved the ordinance as written.

Fiscal Impact

Prior action approved fiscal impacts associated with public outreach and potential enforcement actions.

Environmental Analysis

This is an update to the City Municipal Code only, where no physical facilities or improvements are constructed, therefore, per 2021 California Environmental Quality Act (CEQA) Statute and

Guidelines, Article 19, Section 15378 this activity does not meet the definition of the project and is exempt from further CEQA analysis.

Next Steps

Upon adoption of the ordinance, staff will commence a robust outreach effort to educate stakeholders on aspects of the ordinance as well as resources available for their use, including but not limited to the following:

1. Explore incentives available for families and gardeners, including the South Coast AQMD equipment discount incentives.
2. Create a webpage dedicated to the leaf blower ordinance with resources and FAQs.
3. Create an email address for community members to ask questions and report violations.
4. Create a schedule of webinars and in-person demonstrations of electric leaf blowers.
5. Connect and collaborate with community organizations/members in the outreach effort.
6. Send an ordinance notification direct mailing on City letterhead to business owners and property management companies utilizing a list of business licenses. The mailing will include a schedule of webinars, in-person demonstrations, and information about the webpage.
7. Complete the following during the grace period with the help of community partners:
 - a. Post information on City social media accounts including Facebook and the City blog.
 - b. Distribute information via the City e-newsletter, City sustainability e-newsletter, and Environmental Listserv.
 - c. Distribute information via utility bills including waste, water, and electricity.
 - d. Publish information in South Pasadena Newspapers.
 - e. Display printed flyers at City departments and facilities such as the Library, Senior Center, Community Services Department, Finance Department, City Manager's Office, Police Department, Public Works Department, and Council Chambers.
 - f. Distribute door hangers door-to-door with ordinance/resource information.
 - g. Distribute printed material at local events including the Farmer's Market, commission meetings, City Council meetings, Chamber Networking events, other City events, etc.
 - h. Install banners at City entrances.

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 notice in the *South Pasadena Review*.

Attachments:

1. Ordinance Amending Chapter 19A (Noise Regulation) and Chapter 1 (General Provisions) of the South Pasadena Municipal Code.
2. August 18, 2021 Staff Report with Attachments: First Reading of an Ordinance to Prohibit the Use of Gas-Powered Leaf Blowers.

ATTACHMENT 1

**Ordinance Amending Chapter 19A (Noise Regulation)
and Chapter 1 (General Provisions)**

**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”) AND 19A.12.5 (“POWER YARD MAINTENANCE
EQUIPMENT – VIOLATION AND PENALTY”) OF CHAPTER 19A (“NOISE
REGULATION”) AND 1.7A (“SAME–INFRACTIONS”) OF CHAPTER 1
 (“GENERAL PROVISIONS”)
OF THE SOUTH PASADENA MUNICIPAL CODE
RELATING TO LEAF BLOWERS

WHEREAS, the toxic pollutants from gas-powered leaf blowers are known to cause health issues including dizziness, asthma attacks, headaches, and heart and lung disease for both operators and bystanders; and

WHEREAS, the emissions from gas-powered leaf blowers, including the greenhouse gases carbon dioxide and nitrous oxide, contribute to air pollution and climate change; and

WHEREAS, the powerful noise when operating gas-powered leaf blowers causes hearing loss and diminishes the quality of life in the City; and

WHEREAS, the adopted South Pasadena Green Action Plan (2019) and Climate Action Plan (2020) include action of banning the use of gas-powered leaf blowers in the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER 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, whichever person is responsible for authorizing the use of a gas-powered leaf blower, shall be responsible for violations of this ordinance. The use of gasoline-powered leaf blowers approved by California Air Resources Board (CARB) shall be allowed until October 1, 2022.

(b) The property owner or tenant, whichever person is responsible for authorizing the use of gas-powered leaf blower, shall be responsible for violations of this ordinance. Until October 1, 2022, all gasoline-powered leaf blowers) shall prominently display a city issued decal/seal verifying its status as approved by the California Air Resources Board (CARB).

(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.
2. Leaf blowers (gas powered or electrically powered) used to clear downed trees in areas needing expedient clearance for the safety of the public.

(d) During the 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 may include, but not be limited to:

1. Webinars, field workshops, print and digital informational materials, direct outreach including letters and door hangers, City webpage, 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, storm drain, public property, 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.

(j) Notwithstanding any other provision in this code, it is unlawful for any person to operate any leaf blower in any manner so as to create a maximum noise level of 65 decibels when measured from a distance of 50 feet from the equipment being used.

SECTION 3. Sections 19A.12.5 (“Leaf blowers – Power yard maintenance equipment – Violation and penalty”) of Chapter 19A (“Noise Regulation”) of the South Pasadena Municipal Code is amended to read as follows:

19A.12.5 Power yard maintenance equipment—Violation and penalty.

No person, whether as principal, agent, employee or otherwise, shall violate, cause the violation or otherwise fail to comply with the provisions of Sections 19A.12.1 through 19A.12.4. Any violation of Sections 19A.12.1 through 19A.12.4 shall be punishable as follows:

(a) For the first violation, the city manager or his/her designee, upon determination that a violation of this chapter has occurred, shall issue a written warning notice to the person which authorizes the use of gas-powered leaf blowers which will specify the violation and the appropriate penalties in the event of future violations.

(b) Thereafter, the following schedule shall apply:

- (1) A fine not exceeding \$100.00 for the second violation;
- (2) A fine not exceeding \$200.00 for the third violation;
- (3) A fine not exceeding \$500.00 for the fourth and any subsequent violation that occurs.

SECTION 4. Sections 1.7A (“Same—Infractions”) of Chapter 1 (“General Provisions”) of the South Pasadena Municipal Code is amended to read as follows:

1.7A Same - Infractions.

Pursuant to the provisions of Section 36900 of the California Government Code, the first violation by any person of any of the following provisions of the South Pasadena Municipal Code shall be deemed “infractions” while any subsequent violations shall be deemed a “misdemeanor”:

Chapters:

3 Advertising

5 Animals & Fowl

Sections:

16.4, Burning rubbish or debris

16.18, Trash can location

16.3, Trash to be in container

16.2, 16.5, Control of dumping trash

18.20, Operating without a city business license

19.20, Truck routes generally

19.21, Heavy truck on Pasadena Freeway

Articles:

III of Chapter 19 relating to parking

Any person authorized by the chief of police may enforce this section and issue citations for such infractions.

The maximum fine to be imposed for an infraction pursuant to this section shall be one hundred dollars or as provided by state law, or as otherwise specified in this Code.

SECTION 5. 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 is found with certainty that there is no possibility this regulatory amendment prohibiting gas-powered leaf blowers will 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 6. 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

ATTACHMENT 2

August 18, 2021 Staff Report with Attachments: First Reading of an Ordinance to Prohibit the Use of Gas-Powered Leaf Blowers



City Council Agenda Report

ITEM NO. 19

DATE: August 18, 2021

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Shahid Abbas, Public Works Director
Ted Gerber, Deputy Public Works Director
Arpy Kasparian, Water Conservation & Sustainability Analyst

SUBJECT: **First Reading and Introduction of an Ordinance, Amending Chapter 19A (Noise Regulation) and Chapter 1 (General Provisions) of the South Pasadena Municipal Code to Prohibit the Use of Gas-Powered Leaf Blowers**

Recommendation

It is recommended that the City Council:

1. Read by title only for first reading, waiving further reading, and introduce an ordinance to amend Chapter 19A and Chapter 1 of the South Pasadena Municipal Code (SPMC) to prohibit the use of gas-powered leaf blowers within the City of South Pasadena.
2. Appropriate \$25,000 in General Fund Undesignated Reserves to Public Works Environmental Services Account Numbers 101-6010-6015-8010-000 (Postage \$5,800), 101-6010-6015-8040-000 (Advertising \$3,000), and 101-6010-6015-8050-000 (Printing/Duplicating \$16,200) for a robust outreach program.

Executive Summary

On July 7, 2021, the City Council conducted a first reading and introduced a previous version of this ordinance. Issues were raised by the Council and public, which are discussed in this report. In addition, per the Council's direction, staff has conducted comprehensive research and analysis, summarized in this report. This includes a matrix of information gathered from other cities' ordinances and other implementation resources, the history of gas-powered leaf blower regulation in South Pasadena, an outline of the planned outreach program, and a revised ordinance developed from the review of all these components.

Commission Review and Recommendation

The staff presented the initial 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 NREC also highlighted the importance of a comprehensive outreach program to encourage compliance with the ordinance prior to the October 1, 2022 implementation date, and reduce the

need for post-implementation enforcement. The Commission unanimously approved the amendment and recommended that the City Council adopt the proposed ordinance.

Background

South Pasadena's current municipal code places restrictions on the use of gas-powered leaf blowers, requiring equipment operated in the City to be approved by the California Air Resources Board (CARB). This restriction was imposed in 2010 in response to a growing concern for the detrimental health effects of gas-powered leaf blowers. South Pasadena had previously banned gas-powered leaf blowers in 1991, however, the ban was repealed in 2004 in order to promote consistency with other lawn equipment, and also due to several difficulties concerning the enforcement program. A detailed chronology of the gas-powered leaf blower regulation in South Pasadena is included in Attachment 3.

In 2016, the City of South Pasadena worked with American Green Zone Alliance (AGZA) to become a certified Green Zone City, where 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, electric equipment was 40-70% quieter, which instantly improved the quality of life in South Pasadena.

After the ordinance's consideration in the NREC, on July 7, 2021, the City Council introduced an ordinance. The Council directed staff to address the following issues:

1. Clarify language in the ordinance to ensure that residential and multi-family tenants are not held responsible for the authorization of gas-powered leaf blower use by the property owner. (Amendment to 19A.12.4(a) & (b))
2. Clarify the allocation of responsibility with regard to a property owner or a residential/commercial tenant. (Amendment to 19A.12.4(a) & (b))
3. Conduct further research on how other cities have implemented and enforced similar bans and provide a matrix to summarize these issues. (Attachment 4)
4. Simplify the standard by which gas-powered leaf blowers are prohibited, considering the complexity required for decibel measurement. (Amendment to 19A.12.4(b))
5. Remove criminalization from the enforcement structure and implement civil enforcement, where violators are not cited for misdemeanors by the Police Department, and instead violators who have authorized the usage of prohibited equipment are issued citations with a simple and clear penalty structure. (Amendment to 1.7A)
6. Provide options regarding the party responsible for compliance, identifying the property owner, or the gardener/landscaper, or both the property owner and the gardener/landscaper to be subject to enforcement and penalties. (Amendment to 19A.12.4(b))

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7. Provide information regarding the implementation of enforcement by the City and how the enforcement language can be simplified in the ordinance. (Staff report).
8. Re-evaluate the timeline of the effective date of the ordinance and implementation of enforcement. (Amendment to 19A.12.4(a) & (b))

The following table shows the specific changes implemented as a result of the issues listed above:

Issue & SPMC Code Section	July 7, 2021 Proposed Ordinance	August 18, 2021 Revised Proposed Ordinance
<p>Enforcement as Misdemeanor</p> <p>1.7A</p>	<p>Allowed enforcement as misdemeanor after first offense under SPMC 1.7.</p> <p>Did not include changes to SPMC Chapter 1 (General Provisions) regarding misdemeanors and authority of the chief of police to enforce violations.</p>	<p>Removes violations of 19A.12.3 Power yard maintenance equipment and 19A.12.4 Leaf blowers - Regulation of use as violations that can charges as misdemeanors for second and subsequent offenses.</p>
<p>Definition of leaf blower</p> <p>19A.12.1(a)</p>	<p>Clarifies the definition of a leaf blower to include both those powered by a gasoline engine or an electric motor.</p>	<p>No changes from the July 7, 2021 proposed ordinance.</p>
<p>Gas-powered leaf blowers prohibited, (effective Oct. 1, 2022)</p> <p>19A.12.4(a)</p>	<p>Prohibits 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. This replaces the current prohibition on gas-powered leaf blowers that are not approved by the California Air Resources Board (CARB).</p>	<p>No changes from the July 7, 2021 proposed ordinance.</p> <p>Added clarification that CARB approved gas-powered leaf blowers allowed until the gas-powered ban takes effect on October 1, 2022.</p>

Issue & SPMC Code Section	July 7, 2021 Proposed Ordinance	August 18, 2021 Revised Proposed Ordinance
Responsibility 19A.12.4(a)	Property owner or tenant of the property responsible for violations of the ordinance.	Adds language that clarifies violations are the responsibility of the property owner or tenant which authorized the use of a gas-powered leaf blower.
Noise Standard 19A.12.4(b) & 19A.12.4(j)	Prohibits 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 an electrically powered leaf blower at any time that does not comply with the SPMC Section 19A.12 sound standard, defined as 5 decibels above an ambient noise level measured at the property line.	<p>Adds a new maximum sound standard applied to any leaf blower of 65 decibels measured from 50 feet away.</p> <p>Removes the reference to 5 dB above-ambient-noise standard for electrically powered leaf blowers as the specific standard for leaf blowers.</p> <p>Adds a statement that requires placement of a CARB decal on gas-powered leaf blowers until the gas-powered ban takes effect on October 1, 2022.</p>
Emergency Exception 19A.12.4(c)	Exempts usage of any leaf blowers 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, or clear large downed trees for the safety of the public.	Removes the word “large” for downed trees needing removal.

Issue & SPMC Code Section	July 7, 2021 Proposed Ordinance	August 18, 2021 Revised Proposed Ordinance
Community Outreach 19A.12.4(d)	Specifies the outreach effort that will occur over the one-year grace period before the October 1, 2022 effective date.	Retains the October 1, 2022 effective date, but removes the “one-year” phrase. Adds additional components to the outreach effort including letters, door hangers, and updates to the City webpage, and clarifies that all listed outreach components may be included, and are not limited to those listed.
Dust Control 19A.12.4(e)	Prohibits operation of a leaf blower in a manner that directs dust and debris onto any neighboring parcel or public street.	Adds storm drain and public property to the prohibition.
Fine 19A.12.5	Designates a \$50 fine per violation and refers to Chapter 1 enforcement (see first row in this table).	Authorizes the city manager or his/her designee to enforce the ordinance, and designates the following enforcement structure: 1. First violation: written warning notice 2. Second violation: a fine not exceeding one hundred dollars (\$100.00) 3. Third violation: a fine not exceeding two hundred dollars (\$200.00) 4. Fourth violation and any subsequent violation: a fine not exceeding five hundred dollars (\$500.00)

City staff are again introducing an ordinance banning gas-powered leaf blowers for Council’s consideration. With the incorporation of updated language in the revised ordinance, the numerous options for alternative electric equipment, the City’s existing and planned outreach efforts, and available funding resources including the Air Quality Management District’s

(AQMD) Lawn and Garden Equipment Program, the City hopes to transition from use of gas-powered leaf blowers once and for all.

Discussion/Analysis

Comparable City Bans

Over 200 cities in the United States have enacted bans or 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. Per the City Council's direction during the July 7, 2021 City Council meeting, City staff have prepared a matrix (Attachment 4) summarizing research collected from other cities and their leaf blower restriction implementation and enforcement. California Cities were selected to provide Council a variety of ordinance and enforcement implementation methodologies to review. The research incorporates seven cities, including several listed above, and provides information on the compliance standard utilized, the party responsible for compliance, the enforcement program implemented, and the implementation timeline.

Environmental and Health Risks

Emissions from gas-powered lawn equipment, such as leaf blowers, are a significant source of air pollution in our community and can have severe impacts on the health of gardeners and landscape workers. According to the CARB, total emissions in the state from small off-road engines (SORE), such as those used to power gas-powered lawn mowers, trimmers, and leaf blowers, exceed those from today's passenger cars. Harmful toxic pollutants from lawn and garden equipment include the greenhouse gases carbon dioxide and nitrous oxides, further contributing to climate change. SOREs create high levels of formaldehyde, benzene, and fine particulate matter which are known to cause health issues such as dizziness, asthma attacks, headaches, and heart and lung disease. Debris blown into streets and storm drains are a contributor to water pollution.

In addition, the loud noise from these machines can cause hearing issues. These health risks affect not only operators of SOREs, but can affect bystanders as well. This ordinance is founded in the noise regulation chapter of the SPMC, however, the prohibition of gas-powered leaf blowers is not based on compliance with a standard level of noise pollution. Any gas-powered leaf blower device, regardless of noise impacts, is banned from use (with the exception of emergency situations). At the July 7, 2021 City Council meeting, Council presented concern with the current noise violation measurement requirements under the SPMC and the practicality of enforcing this requirement given the complexity required for decibel measurement against an ambient level. Several cities (Attachment 4) do not require measurement of the noise source to issue enforcement. Another city utilizes an absolute sound standard instead of measurement against an ambient level (Attachment 4, Page 1: "City of Pasadena"). City staff have revised the Ordinance language to require that electrically powered leaf blowers must comply with an absolute threshold of 65 dB, as well as the existing noise regulation of 5 dB above ambient noise level, and the allowed permitted hours of operation. The absolute sound standard of 65 decibels when measured from a distance of 50 feet from the equipment being used would be used in areas

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where background ambient sounds does not interfere with measurement for enforcement. Under SPMC 19A.12 “Machinery, equipment, fans and air-conditioning”, noise from machinery that is more than 5 decibels above ambient sound at the property line is prohibited. The existing standard for all machinery under SPMC 19A.12 would be used where other noise interferes with isolation of the leaf blower equipment being identified as the source of the noise above 65 decibels. The new standard of 65 decibels when measured 50 feet from the leaf blower would be used in all other situations.

City Goals

In recognition of the environmental and health risks of gas-powered lawn equipment, the City has included their elimination in the Green Action Plan (GAP) adopted in November 2019 and Climate Action Plan (CAP) adopted in December 2020.

- GAP Goal V, Move 2 (V.2, page 20):
“Evaluate the feasibility of banning gas-powered lawn equipment including leaf blowers.”
- CAP short term (1-3 years) action (T.1.e, page 49):
"Establish an ordinance that restricts use of gas-powered lawn equipment, including leaf blowers, and provide information on the City website outlining available incentives."

Per the CAP, the Green Plan, and the City’s pursuit of continuously improving the quality of life in South Pasadena, staff have drafted an update to Chapter 19A (Noise Regulation) and Chapter 1 (General Provisions) of the City Municipal Code prohibiting the use of gas-powered leaf blowers in the City (Attachment 1).

Alternatives

Alternatives to gas-powered leaf blowers include electric equipment, manual removal of waste, and no removal of waste. On average, electric equipment, do not emit emissions, are easier and cost less to maintain, and are 40-70% quieter than their gas-powered counterparts.

State Ban (AB 1346)

The California State legislature is currently debating AB 1346, which would ban the sale of new gas-powered leaf-blowers, lawnmowers, and other SOREs. This ban would take effect by 2024, or earlier if deemed feasible by the CARB. Adopting an ordinance prohibiting the use of gas-powered leaf blowers prepares the South Pasadena community for future restrictions on such equipment.

Implementation

The ordinance would become effective 30 days after second reading, though the City ban on gas-powered equipment would commence October 1, 2022, providing an approximately one-year grace period before the effective date. In the July 7, 2021 City Council meeting, Council

presented concern over the lengthiness of this implementation. As discussed by the NREC, a comprehensive outreach program is expected to encourage compliance with the ordinance prior to the October 1, 2022 implementation date, and therefore reduce the need for post-implementation enforcement. During this grace period, staff will work with South Coast AQMD and the AGZA to provide outreach, education, and resources for commercial property owners, tenants, homeowners, and independent gardeners. An overview of the City's planned comprehensive outreach strategy is presented below in the Community Outreach section of this report.

The noise restriction, disposal requirements, and dust control measures are effective thirty days after adoption.

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 held on June 23, 2021, and several in-person demonstrations will be scheduled throughout the 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.

City staff will explore the feasibility of establishing a tool lending library that would allow residents and commercial gardeners to rent out electric leaf blowers for a certain period of time.

Compliance Responsibility and Enforcement

In staff's evaluation of other cities' leaf blower restrictions (Attachment 4), it was noted that a variety of methods were used to implement compliance responsibility on the offending party. Some cities designate the equipment operator, authorizer/causer of use, property owner, tenant, owner of the landscape/gardening service, or some combination thereof. As written, this ordinance places compliance responsibility on those who authorize the use of leaf blowers on their property, this includes property owners or tenants. In the July 7, 2021 City Council meeting, Council requested this clarification with the desire to relieve residential tenants from compliance responsibility. With the revised language, a residential tenant who did not authorize the use of a gas-powered leaf blower would not be subject to enforcement.

In addition, it is City Council's direction to not criminalize the use of gas-powered leaf blowers, if proceeding with this ban. City staff have revised the ordinance language to clearly indicate that a responsible person is not subject to a misdemeanor, and that enforcement is not conducted by the Police Department. The City's code enforcement officer shall have primary responsibility for enforcement of this ordinance and the city manager is authorized to establish regulations and administrative procedures or to take any and all other actions reasonable and necessary to obtain compliance with this ordinance.

All violations of the South Pasadena Municipal Code may also be addressed through the administrative citation process at the City's discretion. (SPMC ch. 1.A.2).

First Reading of Ordinance Amending SPMC Ch.19A and Ch. 1 to Prohibit Gas-Powered Leaf Blowers

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Violations

Violation issuance is recommended to be structured as follows:

1. First violation: written warning notice
2. Second violation: a fine not exceeding one hundred dollars (\$100.00)
3. Third violation: a fine not exceeding two hundred dollars (\$200.00)
4. Fourth violation and any subsequent violation: a fine not exceeding five hundred dollars (\$500.00)

Community Outreach

This matter was reviewed at a public NREC meeting on May 25, 2021, and staff also held a strategic planning meeting with community stakeholders on July 8, 2021. Staff have partnered with AGZA to host several virtual workshops for homeowners and in-person demonstrations for gardeners and landscapers in both English and Spanish. The first virtual workshop was held on June 23, 2021. Staff will continue outreach efforts for the duration of the grace period and beyond.

Outreach efforts will be conducted to reach the following:

1. Single family home property owners
2. Single family home tenants
3. Home owner associations (Condominiums)
4. Multi-unit apartment property owners
5. Commercial property owners
6. Business owners
7. Industrial properties
8. Non-profit organizations including places of worship
9. Commercial gardeners and landscaping companies
10. Independent gardeners/landscapers

The City will enlist the following community organizations/members for outreach efforts:

1. City Commissions
2. City Library
3. Chamber of Commerce
4. South Pasadena Unified School District
5. Local Newspapers
6. Neighborhood Watch Groups
7. South Pasadena Beautiful
8. Transition South Pasadena
9. South Pasadena Community Gardens
10. Boy Scouts of America
11. Girl Scouts of America
12. Kiwanis Club of South Pasadena
13. Rotary Club of South Pasadena
14. South Coast Air Quality Management District
15. American Green Zone Alliance

16. Other organizations as determined

Outreach efforts will include:

1. A webpage dedicated to the leaf blower ordinance with resources and FAQs
2. Information posted on City social media accounts including Facebook and the City blog
3. Distribution of information via City e-newsletter, City sustainability e-newsletter, and Environmental Listserv
4. Distribution of information via utility bills including waste, water, and electricity
5. Published information in South Pasadena Newspapers
6. Display of printed flyers at City departments and facilities such as Library, Senior Center, Community Services, Finance Department, City Manager's Office, Police Department, Public Works, and Council Chambers
7. Door-to-door distribution of door hangers with ordinance/resource information
8. Direct mailing of notice of ordinance on City letterhead to business owners and property management companies via business license list
9. Distribution of information via printed material and/or in person at local events including the Farmer's Market, commission meetings, City Council meetings, Chamber Networking events, other City events, etc.
10. Installation of banners at City entrances
11. Webinars for home owners and business owners
12. In-person field demonstrations in English and Spanish
13. Email address dedicated to reporting violations of the ordinance

Legal Review

The City Attorney has reviewed this item and has approved the ordinance as written.

Fiscal Impact

With the adoption of the ordinance there will be costs associated with educational outreach and possible enforcement actions by staff. Outreach costs may include printing flyers and mailing to all residences and property owners (approximately \$5,800 postage, \$7,200 flyers), door hangers for door-to-door outreach (approximately \$8,000), banners (approximately \$1,000), and advertisement in newspapers (approximately \$3,000). Estimated costs for these outreach efforts is \$25,000. No funds have been allocated in the Public Works Department Fiscal Year 2021-2022 budget for a comprehensive outreach effort to prohibit gas-powered leaf blowers. Staff recommends funding the outreach effort by appropriating \$25,000 from the General Fund Undesignated Reserves to Public Works Environmental Services Account Numbers 101-6010-6015-8010-000 (Postage \$5,800), 101-6010-6015-8040-000 (Advertising \$3,000), and 101-6010-6015-8050-000 (Printing/Duplicating \$16,200). Estimated costs for future staff enforcement efforts are unknown at this time.

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 that provides

First Reading of Ordinance Amending SPMC Ch.19A and Ch. 1 to Prohibit Gas-Powered Leaf Blowers

August 18, 2021

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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. Redlined Ordinance Amending Chapter 19A (Noise Regulation) and Chapter 1 (General Provisions) of the South Pasadena Municipal Code
2. Full Changes Ordinance Amending Chapter 19A (Noise Regulation) and Chapter 1 (General Provisions) of the South Pasadena Municipal Code
3. History of the gas-powered leaf blower regulation in South Pasadena
4. Ordinance Implementation Research Matrix

ATTACHMENT 1

Redlined Ordinance Amending Chapter 19A (Noise Regulation)
and Chapter 1 (General Provisions)

**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”) AND 19A.12.5 (“POWER YARD MAINTENANCE
EQUIPMENT – VIOLATION AND PENALTY”) OF CHAPTER 19A (“NOISE
REGULATION”) AND 1.7A (“SAME–INFRACTIONS”) OF CHAPTER 1
 (“GENERAL PROVISIONS”)
OF THE SOUTH PASADENA MUNICIPAL CODE
RELATING TO LEAF BLOWERS

WHEREAS, the toxic pollutants from gas-powered leaf blowers are known to cause health issues including dizziness, asthma attacks, headaches, and heart and lung disease for both operators and bystanders; and

WHEREAS, the emissions from gas-powered leaf blowers, including the greenhouse gases carbon dioxide and nitrous oxide, contribute to air pollution and climate change; and

WHEREAS, the powerful noise when operating gas-powered leaf blowers causes hearing loss and diminishes the quality of life in the City; and

WHEREAS, the adopted South Pasadena Green Action Plan (2019) and Climate Action Plan (2020) include action of banning the use of gas-powered leaf blowers in the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER 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, whichever person is responsible for authorizing the use of a gas-powered leaf blower, shall be responsible for violations of this ordinance. The use of gasoline-powered leaf blowers approved by California Air Resources Board (CARB) shall be allowed until October 1, 2022.

(b) ~~Commencing October 1, 2010, all CARB approved gasoline leaf blowers shall prominently display a city issued decal/seal verifying its approved status. The property owner or tenant, whichever person is responsible for authorizing the use of gas-powered leaf blower, shall be responsible for violations of this ordinance. Until October 1, 2022, all gasoline-powered leaf blowers) shall prominently display a city issued decal/seal verifying its status as approved by the California Air Resources Board (CARB).~~

(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.
2. Leaf blowers (gas powered or electrically powered) used to clear downed trees in areas needing expedient clearance for the safety of the public.

(d) During the 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 may include, but not be limited to:

1. Webinars, field workshops, print and digital informational materials, direct outreach including letters and door hangers, City webpage, 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, storm drain, public property, 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.

(fi) 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.

(j) Notwithstanding any other provision in this code, it is unlawful for any person to operate any leaf blower in any manner so as to create a maximum noise level of 65 decibels when measured from a distance of 50 feet from the equipment being used.

SECTION 3. Sections 19A.12.5 (“Leaf blowers – Power yard maintenance equipment – Violation and penalty”) of Chapter 19A (“Noise Regulation”) of the South Pasadena Municipal Code is amended to read as follows:

19A.12.5 Power yard maintenance equipment—Violation and penalty.

No person, whether as principal, agent, employee or otherwise, shall violate, cause the violation or otherwise fail to comply with the provisions of Sections 19A.12.1 through 19A.12.4. Any violation of Sections 19A.12.1 through 19A.12.4 shall be punishable as ~~provided in Chapter 1, Sections 1.7 and 1.7A of this Code. Any fines to be levied for any violation of Sections 19A.12.1 through 19A.12.4 shall not exceed fifty dollars per violation.~~ follows:

(a) For the first violation, the city manager or his/her designee, upon determination that a violation of this chapter has occurred, shall issue a written warning notice to the person which authorizes the use of gas-powered leaf blowers which will specify the violation and the appropriate penalties in the event of future violations.

(b) Thereafter, the following schedule shall apply:

(1) A fine not exceeding \$100.00 for the second violation;

(2) A fine not exceeding \$200.00 for the ~~third~~ violation;

(3) A fine not exceeding \$500.00 for the fourth and any subsequent violation that occurs.

SECTION 4. Sections 1.7A (“~~Same~~—Infractions”) of Chapter 1 (“General Provisions”) of the South Pasadena Municipal Code is amended to read as follows:

1.7A Same—Infractions.

Pursuant to the provisions of Section 36900 of the California Government Code, the first violation by any person of any of the following provisions of the South Pasadena Municipal Code shall be deemed “infractions” while any subsequent violations shall be deemed a “misdemeanor”:

Chapters:

3 Advertising

5 Animals & Fowl

Sections:

16.4, Burning rubbish or debris

16.18, Trash can location

16.3, Trash to be in container

16.2, 16.5, Control of dumping trash

18.20, Operating without a city business license

19.20, Truck routes generally

19.21, Heavy truck on Pasadena Freeway

~~19A.12.3, Power yard maintenance equipment~~

~~19A.12.4, Leaf blowers—Regulation of use~~

Articles:

III of Chapter 19 relating to parking

Any person authorized by the chief of police may enforce this section and issue citations for such infractions.

The maximum fine to be imposed for an infraction pursuant to this section shall be one hundred dollars or as provided by state law, or as otherwise specified in this Code.

SECTION 5. 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 is found with certainty that there

is no possibility this regulatory amendment prohibiting gas-powered leaf blowers will 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 6. 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

ATTACHMENT 2

**Full Changes Ordinance Amending Chapter 19A (Noise Regulation)
and Chapter 1 (General Provisions)**

**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”) AND 19A.12.5 (“POWER YARD
MAINTENANCE EQUIPMENT – VIOLATION AND PENALTY”) OF
CHAPTER 19A (“NOISE REGULATION”) AND 1.7A (“SAME-
INFRACTIONS”) OF CHAPTER 1 (“GENERAL PROVISIONS”) OF
THE SOUTH PASADENA MUNICIPAL CODE
RELATING TO LEAF BLOWERS

WHEREAS, the toxic pollutants from gas-powered leaf blowers are known to cause health issues including dizziness, asthma attacks, headaches, and heart and lung disease for both operators and bystanders; and

WHEREAS, the emissions from gas-powered leaf blowers, including the greenhouse gases carbon dioxide and nitrous oxide, contribute to air pollution and climate change; and

WHEREAS, the powerful noise when operating gas-powered leaf blowers causes hearing loss and diminishes the quality of life in the City; and

WHEREAS, the adopted South Pasadena Green Action Plan (2019) and Climate Action Plan (2020) include action of banning the use of gas-powered leaf blowers in the City.

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

~~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, whichever person is responsible for authorizing the use of a gas-powered leaf blower, shall be responsible for violations of this ordinance. The use of gasoline-powered leaf blowers approved by California Air Resources Board (CARB) shall be allowed until October 1, 2022.~~

(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, whichever person is responsible for authorizing the use of gas-powered leaf blower, shall be responsible for violations of this ordinance. Until October 1, 2022, all gasoline-powered leaf blowers) shall prominently display a city issued decal/seal verifying its status as approved by the California Air Resources Board (CARB).~~

(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.~~
- ~~2. Leaf blowers (gas powered or electrically powered) used to clear Large, downed trees in areas needing expedient areas cleared clearance 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 may include, but not be limited to:

- 1. Webinars, field workshops, print and digital informational materials, direct outreach including letters and door hangers, City webpage, 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, storm drain, public property, 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.

(fi) 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.

(j) Notwithstanding any other provision in this code, it is unlawful for any person to operate any leaf blower in any manner so as to create a maximum noise level of 65 decibels when measured from a distance of 50 feet from the equipment being used.

SECTION 3. Sections 19A.12.5 (“Leaf blowers – Power yard maintenance equipment – Violation and penalty) of Chapter 19A (“Noise Regulation”) of the South Pasadena Municipal Code is amended to read as follows:

19A.12.5 Power yard maintenance equipment—Violation and penalty.

No person, whether as principal, agent, employee or otherwise, shall violate, cause the violation or otherwise fail to comply with the provisions of Sections 19A.12.1 through 19A.12.4. Any violation of Sections 19A.12.1 through 19A.12.4 shall be punishable as ~~provided in Chapter 1, Sections 1.7 and 1.7A of this Code. Any fines to be levied for any violation of Sections 19A.12.1 through 19A.12.4 shall not exceed fifty dollars per violation.~~ follows:

(a) For the first violation, the city manager or his/her designee, upon determination that a violation of this chapter has occurred, shall issue a written warning notice to the person which authorizes the use of gas-powered leaf blowers which will specify the violation and the appropriate penalties in the event of future violations.

(b) Thereafter, the following schedule shall apply:

- (1) A fine not exceeding \$100.00 for the second violation;

- (2) A fine not exceeding \$200.00 for the third violation;**
(3) A fine not exceeding \$500.00 for the fourth and any subsequent violation that occurs.

SECTION 4. Sections 1.7A (“Same—Infractions”) of Chapter 1 (“General Provisions”) of the South Pasadena Municipal Code is amended to read as follows:

1.7A Same—Infractions.

Pursuant to the provisions of Section 36900 of the California Government Code, the first violation by any person of any of the following provisions of the South Pasadena Municipal Code shall be deemed “infractions” while any subsequent violations shall be deemed a “misdemeanor”:

Chapters:

3 Advertising

5 Animals & Fowl

Sections:

16.4, Burning rubbish or debris

16.18, Trash can location

16.3, Trash to be in container

16.2, 16.5, Control of dumping trash

18.20, Operating without a city business license

19.20, Truck routes generally

19.21, Heavy truck on Pasadena Freeway

~~19A.12.3, Power yard maintenance equipment~~

~~19A.12.4, Leaf blowers—Regulation of use~~

Articles:

III of Chapter 19 relating to parking

Any person authorized by the chief of police may enforce this section and issue citations for such infractions.

The maximum fine to be imposed for an infraction pursuant to this section shall be one hundred dollars or as provided by state law, **or as otherwise specified in this Code.**

SECTION 54. 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 **is found may be seen** with certainty that there is no possibility this regulatory amendment prohibiting gas-powered leaf blowers **will 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 65. 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

ATTACHMENT 3

History of the gas-powered leaf blower regulation in South Pasadena



In 1970, the City added Chapter 19A Noise Abatement to the municipal code (Ordinance No. 1582) in order to control emission or creation of noise beyond certain levels. The noise regulation code established the decibel-based standard in place today. In 1990, as part of a general effort to make technical updates to the entire municipal code, a section was added to Chapter 19A (Ordinance No. 1983 §43) that subjected a person violating noise regulations to a misdemeanor offense. The 1990 update also added penalty language to the municipal code Chapter 1 General Provisions, dictating that any violation is subject to a not-to-exceed fine of \$1,000, or up to six months imprisonment, or both fine and imprisonment (Ordinance No. 1983 §1).

The original 1970 noise ordinance language remained largely unchanged until its revision in 1991, when Ordinance No. 1996 prohibited gasoline internal combustion engine powered leaf blowers in the City. The ban took effect on May 17, 1991, 30 days after its unanimous approval by the City Council. In addition to the gas-powered leaf blower ban, the 1991 revision restricted the operation of electric or battery powered leaf blowers to weekdays from 8:00 a.m. to 8:00 p.m. and on weekends/holidays from 10:00 a.m. to 6:00 p.m. Other language was also added that imposed requirements to control noise, dust, and debris for permitted leaf blower. Lastly, the 1991 revision implemented a not-to-exceed \$50 fine per violation, prevailing over the general penalty of \$1,000 listed in Chapter 1.7 of the municipal code established in 1990.

In 2004, the City repealed the section of the municipal code that prohibited gas-powered leaf-blowers, authorizing them for use in the City again. The Council decided that leaf blowers should be treated similarly to other types of power yard maintenance equipment, which had remained legal for use when the leaf blowers were banned in 1991. To this effect, the 2004 revision refined the definition of “power yard maintenance equipment” to clarify that it included both gasoline and electric powered landscaping related equipment, and specifically named lawn mowers, leaf blowers, string trimmers, hedge trimmers, and chain saws, but not limited to these devices. The revision also restructured the restriction on hours of use to align these with the permitted schedule for construction activities: Monday through Saturday from 8:00 a.m. to 7:00 p.m. and Sundays/holidays from 10:00 a.m. to 7:00 p.m.

The City’s analysis of the issue in 2004 demonstrated multiple difficulties in enforcement of the ban, which was the responsibility of the police department. In the years leading up the appeal, City police had conducted little enforcement of the ban, only responding to a public complaint when gas-powered leaf blowers were being used – resulting in approximately 20 calls per month. Starting in March 2004, and in response to a resident noise complaint and subsequent Council discussion, City police increased enforcement of the ban, issuing 57 warnings and 48 citations over the following three months. Effective police enforcement proved difficult as most landscapers used gas-powered leaf blowers, and very often, the offending party using the blower was not present when police arrived. Furthermore, LA County prosecution in gas-powered leaf blower enforcement cases were imposing only a \$10 fine to violators, well below the \$50 maximum fine allowed by the municipal code. As a further deterrent to enforce the

ordinance as implemented, it was noted that prosecutorial costs encumbered by the LA County District Attorney's office for municipal code violations were the financial responsibility of the City.

In November 2008, out of concern for the detrimental health effects of gas-powered leaf blowers, the City revisited the noise ordinance and decided to restrict the use of gas-powered leaf blowers to only those that were California Air Resources Board (CARB) approved (Ordinance No. 2192). City Council directed staff to begin the outreach effort to notify all licensed landscaper contractors and every property owner in the City of the new restriction beginning January 2009. The CARB-approved restriction took effect on October 1, 2010, approximately two years after the City Council direction and commencement of the outreach effort, and 11 months after the ordinance was approved by the City Council in November 2009. The 2009 revision also required gardeners/landscapers to show proof of purchase of an approved leaf-blower in order to obtain a City business license, and required CARB-approved gas-powered leaf blowers to display a City-issued decal, demonstrating its approved use.

In April 2010, prior to the CARB-approved restriction taking effect in October 2010, the noise ordinance was revised once more to restrict the use of power yard maintenance equipment, including leaf blowers, to one hour later on Saturdays. The hours of usage, which are still in effect today are: Monday through Friday from 8:00 a.m. to 7:00 p.m., Saturdays 9:00 a.m. to 7:00 p.m., and Sundays/holidays from 10:00 a.m. to 7:00 p.m. The 2010 revision also amended Chapter 1.7A of the municipal code to include power yard maintenance equipment, effectively changing a first offense violation to an infraction instead of a misdemeanor.



City of South Pasadena
Gas-Powered Leaf Blower Ban - Ordinance Implementation Research Matrix

#	Municipality	Compliance Standard	Compliance Responsibility	Enforcement Program	Implementation Timeline
1	City of Pasadena	<ul style="list-style-type: none"> max 65 dB measured from 50 ft distance residential area or within 500 ft of residential are time restrictions: <ul style="list-style-type: none"> not before M-F 8 am and after 6 pm not before Sat 9 am and after 5 pm not on Sunday 1 leaf blower/parcel no blowing past property line only 15 min per hour on <1/2 acre parcel only 30 min per hour on >1/2 acre parcel operator required to file an annual certificate of compliance with health department sticker must be affixed to leaf blower 	<ul style="list-style-type: none"> equipment operator any person who causes equipment to be operated 	<ul style="list-style-type: none"> enforcement conducted by Public Health Department complaint-driven enforcement - City provides online form ("Citizen Service Center") and phone number to receive complaints person reporting provides location, incident date, time of day, date, description/information, and image/file general penalty provisions allow discretion over enforcement actions as a misdemeanor, infraction, or civil administrative action misdemeanor with fine <=\$1000, or imprisonment County Jail <=6 months, or both <ul style="list-style-type: none"> infractions: 1st violation <=\$100, 2nd violation <=\$200, 3rd and more violations within 1 year <=\$500 In 2018, the City received 103 noise complaints of which 79 (77%) were leaf blower related 	<ul style="list-style-type: none"> Initial restrictions adopted in 1987 and modified in 2000
		PMC 9.37.030: https://www.cityofpasadena.net/wp-content/uploads/sites/30/Leaf-Blower-Ordinance.pdf?v=1627341780354			
		PMC 9.37.030: http://pasadena-ca.elaws.us/code/coor_title9_artiv_ch9.37_sec9.37.030			
		PMC 1.24: https://library.municode.com/ca/pasadena/codes/code_of_ordinances?nodeId=TIT1GEPR_CH1.24GEPE			
		Pasadena Commission Report: https://www.cityofpasadena.net/commissions/wp-content/uploads/sites/31/2019-03-12-Enviornmental-Advisory-Commission-Memo-Re-Lawn-and-Garden-Equipment-Policy-Review.pdf			
2	City of Santa Monica	<ul style="list-style-type: none"> motorized leaf blowers (all) prohibited 	<ul style="list-style-type: none"> no real property owner, tenant in possession, or person in control "shall allow the operation" requires confirmation that owner/tenant is aware before taking enforcement action (supported by hearing officer) owner of landscape/gardening service 	<ul style="list-style-type: none"> administrative citation (\$500) to operator and door hanger left at property - transitory nature typically requires multiple visits (up to 3 before closing case) municipal code: infraction <=\$250 fine, misdemeanor <=\$1000, or imprisonment County Jail <=6 months operated by code enforcement since July 2013 In 2017, 85% of cases originated from complaints (23% of all code enforcement cases) At present, City uses customer engagement software (web, app, email, & phone) to track requests/complaints code enforcement office must observe violation may be coupled with business license violation 	<ul style="list-style-type: none"> 1991 adopted ban - effective 30 days after adoption 1995 added fines and penalties - effective 30 days after adoption 2010 changed responsibility from operators to property owners / landscape company owners - effective 30 days after adoption 2013 program moved to code enforcement
		SMMC 4.08.270: http://www.qcode.us/codes/santamonica/view.php?topic=4-4_08-4_08_270			
		SMMC 1.09.030: http://www.qcode.us/codes/santamonica/view.php?topic=1-1_09-1_09_030			
		1991 Ordinance: https://publicdocs.smgov.net/WebLink/DocView.aspx?id=1315953			
		1995 Ordinance: https://publicdocs.smgov.net/WebLink/DocView.aspx?id=1316200			
		2010 Ordinance: https://publicdocs.smgov.net/WebLink/DocView.aspx?id=2270525			
		SM Info Item & Citation Reversal Hearing: https://www.smgov.net/WorkArea/DownloadAsset.aspx?id=53687098057			
		SM Website Info: https://www.smgov.net/departments/ose/categories/landscape/leaf_blower_ban.aspx			



City of South Pasadena
Gas-Powered Leaf Blower Ban - Ordinance Implementation Research Matrix

#	Municipality	Compliance Standard	Compliance Responsibility	Enforcement Program	Implementation Timeline
3	City of Berkeley	<ul style="list-style-type: none"> operation of gas-powered leaf blowers is prohibited measurement of the noise source is not required to issue enforcement 	<ul style="list-style-type: none"> equipment operator 	<ul style="list-style-type: none"> enforcement conducted by Environmental Health Division - Community Noise Program complaint-driven enforcement - City provides online form, phone number, and email to receive complaints issuance of infraction or misdemeanor based on discretion of enforcing officer or City Attorney infractions: 1st violation <=\$100, 2nd violation <=\$200, 3rd and more violations within 1 year <=\$500 at discretion of City Attorney the 4th violation in one year may be charged as misdemeanor with fine <=\$1000, or imprisonment County Jail <=6 months, or both grants authority to multiple city employees by title to issue citations measurement of the noise source is not required to issue enforcement warning notice is not required when enforcing notice required to be posted in stores selling gas-powered leaf blowers 	<ul style="list-style-type: none"> 1990 adopted ban - effective 30 days after adoption
BMC 13.40.070: https://www.codepublishing.com/CA/Berkeley/?Berkeley13/Berkeley1340/Berkeley1340070.html&?f					
BMC 1.20.020: https://www.codepublishing.com/CA/Berkeley/html/Berkeley01/Berkeley0120/Berkeley0120020.html#1.20.020					
Berkeley's Records Online: https://www.cityofberkeley.info/recordsonline/paFiles/cqFiles/index.html					
https://www.berkeleyside.org/2021/03/03/opinion-lets-end-the-use-of-gas-leaf-blowers-berkeley-ca					
4	City of Beverly Hills	<ul style="list-style-type: none"> operation of gas-powered leaf blowers is prohibited 	<ul style="list-style-type: none"> equipment operator 	<ul style="list-style-type: none"> enforcement conducted by Code Enforcement within Community Development Department complaint-driven enforcement - code violations reported by through customer engagement web software ("Ask Bev") to track requests/complaint person reporting provides address, date, and time the violation was witnessed City code enforcement staff contact the property owner and gardener to ensure they understand the code and its importance to the community may be subject to summary abatement, restraining order, or court injunction 	<ul style="list-style-type: none"> 2011 adopted ban - effective 41 days after adoption (31st day after passage)
BHMC 5-1-209: https://codelibrary.amlegal.com/codes/beverlyhillscalatest/beverlyhillscalatest/0-0-0-5317					
BH website info: https://www.beverlyhills.org/cbhfiles/storage/files/15666733841520987370/6303--GasLeafBlowerflyer.pdf					



City of South Pasadena
Gas-Powered Leaf Blower Ban - Ordinance Implementation Research Matrix

#	Municipality	Compliance Standard	Compliance Responsibility	Enforcement Program	Implementation Timeline	
5	City of West Hollywood	<ul style="list-style-type: none"> operation or allowing the operation of gas-powered leaf blowers is prohibited 	<ul style="list-style-type: none"> determined by enforcement officer includes, but not limited to, a property owner, tenant, person with a legal interest in real property or person in possession of real property, the president or other head of a corporation or a person authorized by a corporation to receive service of process in a civil action, a business owner or manager of a business 	<ul style="list-style-type: none"> enforcement conducted by Code Compliance Division complaint-driven enforcement - code violations reported by through customer engagement software (web, app, email, & phone) to track requests/complaint person reporting provides name, contact number, the location, and a brief description of the concern code compliance officer receives the message and responds as soon as possible violator subject to administrative penalty procedures: (add \$50 admin fee) 1st offense = \$100, 2nd offense = \$200, third offense = \$500 misdemeanor applies to violations more than once in 12-month period or other failures to comply defined in code grants authority to multiple city employees by title to issue citations 	<ul style="list-style-type: none"> 1985 adopted ban (shortly after City incorporation) - effective 36 days after adoption 	
						WHMC 9.08: http://qcode.us/codes/westhollywood/view.php?topic=9-2-9_08-9_08_050&frames=on
						WHMC 1.08: http://qcode.us/codes/westhollywood/view.php?topic=1-1_08&showAll=1&frames=on
						WH Ordinance Log: https://www.weho.org/home/showpublisheddocument/44029/637200519898670000
						WH fee schedule: https://www.weho.org/home/showpublisheddocument/47573/637291850760730000
						WH website info: https://www.weho.org/home/showdocument?id=14782
6	City of Sonoma	<ul style="list-style-type: none"> operation or authorizing the operation of gas-powered leaf blowers is prohibited electrically-powered leaf blowers must: <ul style="list-style-type: none"> only be operated Mon-Sat from 9 am to 4 pm not operate on Sunday or city-designated holidays not be used for blowing to neighboring parcel or public street be operated within noise limits: 70 dBA, as measured from 50 feet of the noise source emergency usage is exempt 	<ul style="list-style-type: none"> property owner (including the city) or tenant any employee, agent or contractor working for a property owner or tenant 	<ul style="list-style-type: none"> enforcement conducted by Code Enforcement complaint-driven enforcement - code violations reported through email or phone first-time violator receives written cease and desist warning and copy of municipal code section second violation enforcement subject to City's administrative enforcement discretion and treated as first violation with \$250 penalty third and subsequent violations within one year treated as second violation with \$500 penalty municipal code requires all commercial and landscaping companies to have company name and phone number visible on vehicles performing work in City 	<ul style="list-style-type: none"> 2016 adopted ban through ballot Measure V - effective 22 days after final voting results tallied 	
						SMC 9.60: https://www.codepublishing.com/CA/Sonoma/html/Sonoma09/Sonoma0960.html
						SMC 9.56: https://www.codepublishing.com/CA/Sonoma/html/Sonoma09/Sonoma0956.html#9.56.050
						Sonoma website info: https://www.sonomacity.org/documents/leaf-blower-guidelines-english/



City of South Pasadena

Gas-Powered Leaf Blower Ban - Ordinance Implementation Research Matrix

#	Municipality	Compliance Standard	Compliance Responsibility	Enforcement Program	Implementation Timeline
7	City of Sacramento	<ul style="list-style-type: none"> no operation of gas-powered blower on/within 200 ft of residential property: <ul style="list-style-type: none"> beyond hours Mon-Sat 9 am to 6 pm & Sunday 10 am to 4 pm blowers purchased/acquired between May 15, 1992, and November 15, 1995, shall not exceed seventy (70) dba blowers purchased/acquired after November 15, 1995, shall not exceed sixty-five (65) dba blowers in use on or before ordinance effective date or purchased/acquired before May 15, 1992, shall not exceed seventy (70) dba after November 15, 1993 no person shall operate a portable blower when the air quality index (particulate matter 2.5 micrometers or less - PM2.5) is 101 and above 	<ul style="list-style-type: none"> equipment operator 	<ul style="list-style-type: none"> complaint-driven enforcement - code violations reported through email or phone person reporting provides address/location where the activity is occurring as well as the name of contractor, landscaping, or gardening company if appropriate ban only effective on high air quality index days - approx. 34 days/year violator is guilty of an infraction and public nuisance violator liable for civil penalties of not less than \$250 or more than \$25,000 for each day the violation continues 	<ul style="list-style-type: none"> 2020 adopted ban - effective 30 days after adoption
SCC 8.68: https://www.qcode.us/codes/sacramento/view.php?topic=8-8_68&showAll=1&frames=on					
SCC 8.70: https://www.qcode.us/codes/sacramento/view.php?topic=8-8_70&showAll=1&frames=on					
Sacramento website info: https://www.cityofsacramento.org/-/media/Corporate/Files/CDD/Code-Compliance/Programs/Portable-Blowers/Portable-Blower-FAQs.pdf?la=en					
Sacramento Law & Legislation Committee Report: https://sacramento.granicus.com/MetaViewer.php?view_id=21&event_id=3624&meta_id=577006					



ORDINANCE PROHIBITING GAS-POWERED LEAF BLOWERS

Prohibits the operation of gas-powered leaf blowers at any time for any purpose

Recommendation from Natural Resources and Environmental Commission to adopt the ordinance

July 7, 2021 – First reading of original ordinance

August 18, 2021 – First reading of revised ordinance



Revised Leaf Blower Ordinance

- Clarifies language to ensure tenants are not held responsible for the authorization of gas-powered leaf blower use by the property owner
- Simplifies standard by which gas-powered leaf blowers are prohibited (equipment type prohibited vs. decibel measurement)
- Criminalization has been removed, civil enforcement implemented
- Simple and clear penalty structure added
- Preamble added to stress the importance of prohibiting the use of gas-powered leaf blowers
 - Health and environmental risks
 - Improvement of quality of life
 - Aligns with City plans including Climate Action Plan



Enforcement and Violations

- Enforcement is the responsibility of the City Code Enforcement Officer, not Police Department
- Violation issuance is recommended to be structured as follows:
 - First violation: written warning notice
 - Second violation: a fine not exceeding one hundred dollars (\$100.00)
 - Third violation: a fine not exceeding two hundred dollars (\$200.00)
 - Fourth violation and any subsequent violation: a fine not exceeding five hundred dollars (\$500.00)



July 7 Proposed Vs. August 18 Revised

1. No misdemeanors and not enforced by police.
2. Leaf blower definition now includes gas and electric powered (no change from July 7).
3. Clarifies the use of California Air Resources Board (CARB) approved gas leaf blowers until the ban takes effect on October 1, 2022.
4. Clarifies that violations are the responsibility of the property owner or tenant which authorized the use of a gas-powered leaf blower.
5. New sound standard of 65 dB measured from 50 feet away applied to electrically powered leaf blowers in addition to the 5 dB above-ambient-noise standard.



July 7 Proposed Vs. August 18 Revised

6. Clarifies the allowance of emergency responder usage to clear downed trees for the safety of the public.
7. Clarifies the outreach effort to possibly include other components and occur prior to October 1, 2022.
8. Prohibits directing dust and debris to storm drains and public property, in addition to neighboring parcels or public streets.
9. New violation structure:
 - 1st is a written warning
 - 2nd up to \$100 fine
 - 3rd up to \$200
 - 4th and beyond \$500.



Implementation and Outreach

- Commencing October 1, 2022
 - Comprehensive outreach program to encourage compliance prior to effective date
 - Reduce need for post-implementation enforcement
- Outreach Efforts
 - Distribute info via mail, bills, events, e-newsletter, door-to-door
 - City webpage
 - Webinars & field workshops (AGZA)
 - AQMD Lawn & Garden Equipment Incentive and Exchange Program

CITY OF SOUTH PASADENA PRESENTS

TRANSITIONING TO ELECTRIC LANDSCAPING EQUIPMENT

LEARN ABOUT THE NOISE AND AIR POLLUTION ISSUES WITH GAS-POWERED EQUIPMENT AND THE RESOURCES AVAILABLE TO HELP YOU TRANSITION TO ELECTRIC

FREE WEBINAR!

THURSDAY, AUGUST 26TH AT 7:00 PM

ZOOM LINK:
[HTTPS://ZOOM.US/J/81766551701](https://zoom.us/j/81766551701)

City of SOUTH PASADENA

AGZA

South Coast AQMD

FOR MORE INFORMATION, EMAIL
ENVIRONMENTALPROGRAMS@SOUTHPASADENACA.GOV



Budget Recommendation

- Recommendation: Appropriate \$25,000 in General Fund Undesignated Reserves to Public Works Environmental Services Account
- Estimated costs for future staff enforcement efforts are unknown at this time



City Council Agenda Report

ITEM NO. 13

DATE: September 1, 2021

FROM: Arminé Chaparyan, City Manager *BS for A.C.*

PREPARED BY: Cathy Billings, Library Director

SUBJECT: **Appropriate \$11,000 from the Facilities and Equipment Replacement Fund to be used for COVID-19-related Evaluations of Ventilation Systems in City buildings.**

Recommendation

It is recommended that the City Council appropriate \$11,000 from the Facilities and Equipment Replacement Fund (105) to project account no. 105-9000-9301-9301-001 for the purpose of completing ventilation system evaluations at the Library, Senior Center, Orange Grove Recreation Center and War Memorial buildings.

Discussion/Analysis

COVID-19 is an infectious disease that can be spread by airborne droplets, small particle aerosols, and airborne droplet nuclei that are produced when an infectious person exhales, talks, sings, coughs, or sneezes, among other things. The risk of transmission is significantly increased in indoor spaces, particularly those with poor ventilation. Effective ventilation is one of the most important ways to control small aerosol transmission.

On June 17, 2021 the California Division of Occupational Safety and Health (Cal/OSHA) adopted revised Emergency Temporary Standards (ETS) for employers for COVID-19 prevention. The ETS describe policies and procedures to be implemented in order to minimize the risk of transmission and infection in the workplace. The ETS address face coverings, physical distancing, hygiene, ventilation and more. With regard to ventilation, it requires employers to review orders and guidance from the State and the local health department related to COVID-19 hazards and prevention, in particular, the California Department of Public Health's (CDPH) *Interim Guidance for Ventilation, Filtration, and Air Quality in Indoor Environments*, published February 26, 2021 (Attachment 2). This document supplements the Cal/OSHA ETS by documenting practical steps building operators can take to promote better ventilation, filtration, and air quality in indoor environments for the purpose of reducing the spread of COVID-19. It states that "ventilation should be maximized to levels as far above code requirements as is feasible, particularly for areas where...there is a mixing of people from different households, regardless of mask use," which accurately describes the nature of the use of the City facilities that will be evaluated.

Evaluation of the HVAC/ventilation systems of the following City facilities will be undertaken as per the CDPH's *Interim Guidance*:

1. Library (1100 Oxley Street and 1115 El Centro)
2. Senior Center (1102 Oxley Street)
3. Orange Grove Recreation Center (815 Mission Street)
4. War Memorial Building (435 Fair Oaks Avenue)

Systems will be evaluated by a licensed HVAC professional, and a report prepared on the status of current air quality and system functionality, along with recommended mitigation and remediation measures that are compatible with existing systems and equipment. The selected vendor will perform full system performance analyses on the HVAC equipment, to include testing and documenting airflow, air exchanges, total infiltration of outside air and percentage of outside vs. recirculated air, static pressure, ability of equipment to accommodate the ASHRAE recommended filter efficiency (MERV 13 or higher), and level of particulate matter, Volatile Organic Compounds, carbon dioxide, etc.

Ventilation evaluation and improvements are eligible uses of American Rescue Plan Act (ARPA) funds. Expenses will be tracked and the project documented so that, to the greatest extent possible, costs may be recovered or reimbursed through ARPA funding when it becomes available.

Next Steps

1. If the recommendation is adopted by City Council, a budget transfer will move the appropriated funds from the Facilities and Equipment Replacement Fund (105) to the Library HVAC Remediation-COVID project account (105-9000-9301-9301-001).
2. Public works will select a vendor from the bids already solicited specifically for this project. They will request that a purchase order be issued and will oversee the work.
3. Recommendations for improvements or mitigation measures contained in the ventilation systems evaluation report will be considered and implemented, to the extent they are feasible and/or compatible with existing ventilation systems.

Background

Cal/OSHA's Emergency Temporary Standards first took effect on November 30, 2020, and was revised on June 17, 2021. The full text of the updated ETS (California Code of Regulations, Title 8 §§ 3205-3205.4), can be viewed here <https://www.dir.ca.gov/title8/3205.html>. Cal/OSHA's fact sheet summarizing the revised ETS is included with this report as Attachment 1.

The standards required employers to establish, implement and maintain a written COVID-19 Prevention Program, which the City has done.

The Cal/OSHA ETS includes the requirement that employers evaluate ventilation systems to maximize outdoor air and increase filtration efficiency, and evaluate the use of additional air cleaning systems. The following subsections of §3205 describe the requirements that must be complied with related to ventilation, filtration, and air quality in indoor environments.

Subsection (c)(2)(E): For indoor locations, the employer shall evaluate how to maximize ventilation with outdoor air; the highest level of filtration efficiency compatible with the existing ventilation system; and whether the use of portable or mounted High Efficiency Particulate Air (HEPA) filtration units, or other air cleaning systems, would reduce the risk of COVID-19 transmission.

Subsection (c)(7)(A): For buildings with mechanical or natural ventilation, or both, employers shall maximize the quantity of outside air provided to the extent feasible, except when the United States Environmental Protection Agency (EPA) Air Quality Index is greater than 100 for any pollutant or if opening windows or maximizing outdoor air by other means would cause a hazard to employees, for instance from excessive heat or cold.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

There are adequate funds in the “Facilities and Equip. Cap. Fund” (105) to appropriate \$11,000 to the Library HVAC Remediation-COVID project account (105-9000-9301-9301-001). Implementing any mitigation measures recommended in the ventilation systems evaluation report will require the appropriation of additional funds. Expenses related to COVID prevention measures are eligible uses of American Rescue Plan Act (ARPA) funds.

Environmental Analysis

This project is exempt from the California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section 15061(b)(3)), as it can be seen with certainty that there is no possibility that the activity in question—to assess the function of existing HVAC for compliance with Cal/OSHA ETS—may have a significant effect on the environment.

Public Notification of Agenda Item

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

Attachments:

1. COVID-19 Prevention Emergency Temporary Standards: What Employers Need to Know About the June 18 Standards (Fact Sheet)
2. Interim guidance for Ventilation, Filtration, and Air Quality in Indoor Environments (California Department of Public Health)

ATTACHMENT 1
COVID-19 Prevention Emergency Temporary
Standards: What Employers Need to Know About the
June 18 Standards (Fact Sheet)

COVID-19 Prevention Emergency Temporary Standards What Employers Need to Know About the June 18 Standards

June 21, 2021

On June 17, the Occupational Safety and Health Standards Board readopted the revised Cal/OSHA COVID-19 Prevention emergency temporary standards. These standards incorporate the latest CDPH guidance on face coverings and eliminate physical distancing requirements except for certain employees during outbreaks. Following the vote, Governor Gavin Newsom signed an [executive order](#) to allow the revisions to immediately take effect on June 17. The emergency standards apply to most workers in California not covered by the [Aerosol Transmissible Diseases standard](#).

Important changes to the COVID-19 Emergency Temporary Standards effective June 18 include:

- Fully vaccinated employees do not need to be offered testing or excluded from work after close contact unless they have COVID-19 symptoms.
- Fully vaccinated employees do not need to wear face coverings except for certain situations during outbreaks and in settings where CDPH requires all persons to wear them. Employers must document the vaccination status of fully vaccinated employees if they do not wear face coverings indoors.
- Employees are not required to wear face coverings when outdoors regardless of vaccination status except for certain employees during outbreaks.
- Employees are explicitly allowed to wear a face covering without fear of retaliation from employers.
- Physical distancing requirements have been eliminated except where an employer determines there is a hazard and for certain employees during major outbreaks.
- Employees who are not fully vaccinated may request respirators for voluntary use from their employers at no cost and without fear of retaliation from their employers.
- Employees who are not fully vaccinated and exhibit COVID-19 symptoms must be offered testing by their employer.
- Employer-provided housing and transportation are exempt from the regulations where all employees are fully vaccinated.
- Employers must review the Interim guidance for Ventilation, Filtration, and Air Quality in Indoor Environments.
- Employers must evaluate ventilation systems to maximize outdoor air and increase filtration efficiency, and evaluate the use of additional air cleaning systems.

Some important requirements from the November 2020 COVID-19 Emergency Temporary Standards that remain in the June 18 standards:

- Employers must establish, implement, and maintain an effective written COVID-19

Prevention Program that includes:

- Identifying and evaluating employee exposures to COVID-19 health hazards.
- Implementing effective policies and procedures to correct unsafe and unhealthy conditions.
- Allowing adequate time for handwashing and cleaning frequently touched surfaces and objects.
- Employers must provide effective training and instruction to employees on how COVID-19 is spread, infection prevention techniques, and information regarding COVID-19-related benefits that affected employees may be entitled to under applicable federal, state, or local laws.
- Employers must exclude employees who have COVID-19 symptoms and/or are not fully vaccinated and have had a close contact from the workplace and, if that close contact is work related, ensure continued wages.

Cal/OSHA has developed a [COVID-19 Model Prevention Program](#)

to assist employers with developing their own written program

When there are multiple COVID-19 infections and COVID-19 outbreaks

Employers must follow the requirements for testing and notifying public health departments of workplace outbreaks (three or more cases in an exposed workgroup in a 14-day period) and major outbreaks (20 or more cases within a 30-day period). During any outbreak, face coverings are required regardless of employee vaccination status: 1) indoors and 2) outdoors when employees are less than six feet from another person. During major outbreaks, six-foot physical distancing is required where feasible, both indoors and outdoors.

COVID-19 testing for employees who are not fully vaccinated and might have been exposed

Requires employers to offer COVID-19 testing at no cost during paid time to their employees who are not fully vaccinated and had potential exposure to COVID-19 in the workplace, and provide them with information on benefits.

Notification requirements to the local health department

Employers must contact the local health department immediately but no longer than 48 hours after learning of three or more COVID-19 cases to obtain guidance on preventing the further spread of COVID-19 within their workplace.

Recordkeeping and reporting COVID-19 cases

Employers must maintain accurate records and track all COVID-19 cases, while ensuring medical information remains confidential. These records must be made available to employees, authorized employee representatives, or as otherwise required by law, with personal identifying information removed. When a COVID-19-related serious illness or death occurs, the employer must [report](#) this immediately to the nearest Cal/OSHA enforcement district office.

This guidance document is an overview. For the full requirements, see title 8 sections [3205](#), [3205.1](#), [3205.2](#), [3205.3](#), [3205.4](#)

ATTACHMENT 2

Interim guidance for Ventilation, Filtration, and Air Quality in Indoor Environments (California Department of Public Health)



TOMÁS J. ARAGÓN, M.D., Dr.P.H.
State Public Health Officer & Director

State of California—Health and Human
Services Agency
**California Department of
Public Health**



GAVIN NEWSOM
Governor

February 26, 2021

TO: All Californians

SUBJECT: Interim guidance for Ventilation, Filtration, and Air Quality in Indoor Environments

Related Materials: More Employees & Workplaces Guidance | All Guidance



This Guidance is intended to be used for buildings for which the state or local health department is permitting business, assembly, or other occupancy or use to occur indoors.

NOTE: On November 30, 2020, the California Division of Occupational Safety and Health (Cal/OSHA) implemented a mandatory emergency temporary standard (ETS) to prevent employee exposure to COVID-19 in California workplaces not covered by the Cal/OSHA Aerosol Transmissible Diseases standard. Employers must become familiar with and implement all employee protection requirements covered in the ETS. Please see Section 9 of this document identifying the specific provisions of the ETS that pertain to ventilation.

The following guidance supplements the Cal/OSHA ETS by recommending practical steps building operators can take to promote better ventilation, filtration, and air quality in indoor environments for the purpose of reducing the spread of COVID-19. This interim guidance may change as scientific knowledge, experience, community transmission, and other conditions change. Other useful information on building ventilation and related issues is available from the Centers for Disease Control and Prevention (CDC) and Section 10 of this document, Resources.

The recommendations described below come with a range of initial costs and ongoing operating costs, which may affect decisions about which interventions to implement. Always consult with building engineering or maintenance staff prior to making changes to a mechanical ventilation system.

The following protocols are based on experience and principles that have a wide application. This guidance does not supersede any other mandatory requirements. Workplaces must continue to meet the requirements of the Cal/OSHA ETS and all other local and state directives regarding COVID-19 including, but not limited to, implementing engineering and other controls to reduce worker exposures, wearing face coverings, maintaining physical distancing, washing hands, using sanitizers, etc.

The guidance is intended for use by non-healthcare organizations, including many types of businesses, companies, offices, restaurants, schools, faith-based organizations, etc. Healthcare facilities, which are expected to have infectious patients, require higher ventilation rates and employ higher filtration in order to ensure sufficient infection control; these requirements are not addressed in this guidance. Note that the recommendations contained in the guidance might not be applicable to your particular building or activity. Be aware that some of the recommendations could result in increased energy bills or increased wear and tear on ventilation system components.

1. COVID-19 Basics

COVID-19 is transmitted from person-to-person and may occur in the following scenarios:

- Large droplets from coughing and sneezing are propelled directly into the face, nose, eyes, or mouth of someone nearby, usually within six (6) feet. These droplets are sometimes called "ballistic droplets" because they tend to travel in straight lines and fall out of the air rapidly.
- Small particles (also known as aerosols) are released when a person breathes, talks or vocalizes, sings, coughs, or sneezes. These small particles can remain suspended in the air for a period of time and can move beyond six feet on air currents. Other people might inhale these small particles even if they are farther than six feet away.
- A person touches a surface that is contaminated and then touches a mucus membrane such as their nose, eyes, or mouth. Contaminated objects and surfaces are sometimes called "fomites." Aerosols deposited on surfaces may also be disturbed and introduced back into the air where they might be inhaled.

Effective ventilation is one of the most important ways to control small aerosol transmission. However, ventilation and other indoor air quality improvements are an addition to, and not a replacement for mandatory protections including wearing face coverings (except in certain high-risk environments that require using proper respiratory protection), maintaining at least six feet of distance between people, washing hands frequently, and limiting activities that bring together people from different households. Individuals at higher risk for severe illness from COVID-19 should exercise more caution regarding the time they spend in indoor environments outside of their home.

2. Definitions

Aerosol means solid or liquid particles suspended in a gas (typically air).

Air Changes per Hour (ACH, also called Air Change Rate) approximates how many times the air within a space is replaced each hour. ACH is a calculated value that allows standards, guidelines, and comparisons for ventilation to be made for rooms of different dimensions and which have different ventilation systems.

Using English units, the formula for ACH is:

$$\text{ACH} = (\text{ventilation rate in CFM} \times 60 \text{ minutes/hour}) / \text{room volume in cubic feet}$$

Air Cleaners are standalone devices that move air in a room through a filter. Some filters are capable of removing tiny particles, including virus particles and smoke. They are referred to in this document as Portable Air Cleaners (PACs) to differentiate them from filters and other devices in HVAC systems that provide air cleaning.

ASHRAE is the American Society for Heating, Refrigeration, and Air-Conditioning Engineers. Facilities staff, engineers, and health and safety professionals are familiar with this organization and its literature.

CADR, or Clean Air Delivery Rate, measures a Portable Air Cleaner's effectiveness based on room space and the volume of clean air produced per minute. Tested units have three CADR ratings; for COVID-19 purposes the "Smoke" CADR rating should be used.

CFM, or cubic feet per minute, is a measure of air flow into or out of a room.

In order to calculate how many cfm are required to obtain a desired ACH, the formula is:

$$\text{CFM} = (\text{ACH desired}) \times (\text{room volume in cubic feet}) / 60 \text{ minutes/hour}$$

Room volume can be calculated by the following formula:

$$\text{width} \times \text{length} \times \text{height to ceiling (all dimensions in feet)}$$

Clean Air, for the purposes of this document, refers both to clean outside supplied air, and also to recirculated indoor supplied air that has been passed through a Portable Air Cleaner (PAC) with an appropriately rated CADR, or through an HVAC system equipped with a Minimum Efficiency Reporting Value (MERV) 13 or greater filter. Note that unfiltered outside air contaminated with wildfire smoke may not qualify as clean air.

Fans are devices that pull or push air in one direction. Fans can be rectangularly shaped for placement in windows or doorways, they may be "pedestal type" for placement anywhere in a room, or they may be attached to ceiling fixtures. Some fans have switches that allow the user to change the direction of airflow of the fan; fans that do not have such switches must be physically turned to change the direction of air.

HEPA Filter refers to a High-Efficiency Particulate Air Filter. This type of air filter is designed to meet a standard of removing at least 99.97% of dust, pollen, mold, bacteria, and any airborne particles with a size of 0.3 micron (μm). They are tested with 0.3 micron-sized particles as a "worst case" scenario, as this particle size penetrates through a filter most easily. Particles that are larger or smaller are trapped with even higher efficiency.

HVAC stands for Heating, Ventilation, and Air Conditioning system. Also referred to as "Mechanical Ventilation" because of the system's use of fans to move air in and out of rooms, typically through ducts and plenums.

Mechanical Ventilation is the active process of supplying air to or removing air from an indoor space by powered equipment such as motor-driven fans and blowers, but not by devices such as wind-driven turbine ventilators and mechanically operated windows.

Outside Air (outdoor air) refers to clean air drawn from outside the building either by natural or mechanical ventilation. Also referred to as "Fresh Air" or for selected applications "Makeup Air."

PACs are Portable Air Cleaners, devices that can be moved within a building or room to provide air cleaning. PACs are generally sold with some form of highly efficient filter such as a HEPA filter. The portability of PACs allows them to be placed where air cleaning will be most beneficial to room occupants.

Natural Ventilation refers to ventilation that is accomplished by opening windows and doors to the outside.

Recirculated Air refers to air that has been drawn from the inside of the building, passed through filters, conditioned, and reintroduced into the building. Unless passed through MERV-13 or greater efficiency filters, recirculated air is not considered when assessing building ventilation for COVID-19 purposes.

3. General Considerations

Our understanding of the role that the built environment plays in the transmission of COVID-19 is evolving; recent literature has clearly demonstrated small aerosols can be carried well beyond the six (6) foot physical radius and remain suspended in room air where they can be inhaled. With the possible exception of hospitals, healthcare facilities, and research facilities that employ exhaust hoods, existing ventilation requirements, such as those established in the California Building Code and Title 24, were not intended to control exposures to small aerosols of hazardous infectious agents such as COVID-19. Consequently, code compliance should be considered as the baseline, or starting point, in creating more protective environments. Ventilation should be maximized to levels as far above code requirements as is feasible, particularly for areas where people are unmasked (e.g., while eating in restaurants) and/or where there is mixing of people from different households, regardless of mask use.

In general, the greater the number of people in an indoor environment, the greater the need for ventilation with outdoor air. Efforts should be focused on providing fresh air ventilation to the spaces with the highest density of occupants, as well as where occupants may be unmasked. Decrease occupancy in areas where outdoor ventilation cannot be increased. Other changes that can be considered in buildings with specific ventilation features include:

- For buildings with mechanical ventilation systems, see Section 5. Improving Mechanical Ventilation.
- Inspect and maintain exhaust ventilation in support areas such as laundry rooms or kitchens.
- Ensure exhaust fans in restrooms and other areas are functioning properly and operating continuously or as needed. Since the virus can be present in fecal matter, closing toilet lids (if available) during flushing is advised.
- Keep windows and other sources of natural ventilation open to the greatest extent possible.
- Consider adding Portable Air Cleaners (PACs) in areas where fresh air ventilation cannot be increased.

To help you in improving your building's ventilation, some of the following professionals may be able to assist:

- Facilities ("Stationary") Engineers,
- Building Maintenance and Repair Staff,
- Mechanical Engineers,
- Mechanical (HVAC) Contractors,
- General Contractors,
- Architects, and/or
- Indoor Air Quality or Industrial Hygiene Consultants

Schools and other interested parties are encouraged to read the Yale School of Public Health's web page [Ventilation Key to Reducing Risk](#), part of Yale's Public Health Guidance for Reopening Schools in 2020.

4. Improving Natural Ventilation and Proper Use of Fans

Consider implementing any of the following to improve the supply of outside air into a space, using caution on days with poor air quality:

- When weather and air quality conditions allow, increase fresh outdoor air by opening windows and doors. Do not open windows and doors if doing so poses a safety or health risk to anyone using the facility.
- Use fans to increase the effectiveness of open windows. Position fans securely and carefully in or near windows. Take care with electrical cords; look out for tripping or wet conditions, which can create electrocution hazards. Position fans so that air does not blow from one person to another. Window fans placed in exhaust mode can help draw fresh air into a room via other open windows and doors without generating strong room air currents. NOTE: For buildings with both operable windows and mechanical ventilation systems, the interactions between the two need to be carefully considered.
- Some rooms have high ceiling fans. There is not enough scientific evidence supporting their effectiveness in diluting potentially contaminated air with cleaner air in the higher parts of the room. Ceiling fans do not bring additional fresh air into an indoor space and are not considered to be equivalent to fresh air ventilation. Given this uncertainty about their effect, ceiling fans should be turned off unless necessary for the thermal comfort of building occupants. Ceiling fans may result in improved air mixing, provided outdoor air is being introduced into the space.
- For information on the use of portable air cleaners, please see Section 7. Portable Air Cleaners ("HEPA Air Filters").

5. Improving Mechanical Ventilation

Consider mechanical ventilation system upgrades or improvements and other steps to 1) increase the delivery of clean air and 2) remove or dilute concentrations of COVID-19 or other contaminants in the building air. The amount of outdoor air brought into the mechanical system should be maximized.

MERV 13 or greater filtration is efficient at capturing airborne viruses and should be the target minimum level of filtration. If the air handling system cannot function with such a high level of filtration, increase the filtration in the equipment to the maximum allowable for the system.

Note that (regardless of COVID-19) CCR Title 8, Section 5142, requires that mechanical ventilation systems be maintained and operated to provide at least the quantity of outdoor air required by the State Building Standards Code, Title 24, Part 2, California Administrative Code, in effect at the time the building permit was issued.

Obtain consultation from experienced HVAC professionals when considering changes to HVAC systems and equipment. Some of the recommendations below are based on ASHRAE's Guidance for Building Operations During the COVID-19 Pandemic. Review additional ASHRAE Guidelines for Schools and Universities for further information on ventilation recommendations for different types of buildings and building readiness for occupancy. Not all steps are applicable for all scenarios.

- Fully open outdoor air dampers and close recirculation dampers to reduce or eliminate air recirculation. Set economizers at 100% outdoor air. In mild weather, this will not affect thermal comfort or humidity, but in cold, hot, or humid weather this may result in changes to indoor air, so expect a need for adjustments regarding clothing and/or space heaters.
- Improve central air filtration to as high as possible without significantly diminishing design airflow. Target air filtration should be MERV 13 or greater.
 - Inspect filter housings and racks to ensure appropriate filter fit and check for ways that air could bypass the filter.
 - Clean or replace filters and check filters to ensure they are appropriately installed, seated, functioning, and are not torn. Note that during poor air quality events caused by wildfire smoke, for example, higher efficiency filters will load faster and will need closer monitoring. Since filters may be contaminated with virus particles, anyone changing filters must wear, at a minimum, a fit-tested N95 respirator in accordance with the requirements of CCR Title 8, Section 5144 or Section 5199, as well as eye protection (face shield or goggles), and disposable gloves.
- Disable "demand controls" and occupancy sensors on ventilation systems so that fans operate continuously, independently of heating or cooling needs.
 - If HVAC systems operate on day/night or other pre-programmed cycles, consider running the HVAC system at maximum outside airflow for 1-2 hours before the building opens and for 2-3 hours after the building is closed.
 - Consider running HVAC fans 24/7.
 - Continuous operation of the HVAC system is required regardless of COVID-19 when employees are present under CCR Title 8, Section 5142.
- Generate clean-to-less-clean air movement by adjusting the settings of supply and exhaust air diffusers and/or dampers in higher risk areas, so that potentially contaminated air is moved away from occupants.
- Typically, in-room, wall-mounted fan coil systems do not remove virus particles; this could allow virus particles to accumulate in a space. Such systems should not be operated in occupied rooms unless the fan coils have MERV 13 filtration as a minimum.
- The amount of outdoor air brought into the mechanical system should always be maximized regardless of air filtration.

6. Determining Mechanical System Function

- Small pieces of ribbon or tissue paper can be affixed to ventilation supply registers to verify that the system is operating.
- A lightweight (down) feather on the end of a stick or dowel can be used to trace air currents such as from fans or PACs to verify that air is not being blown from person to person.
- Carbon dioxide (CO₂) levels increase as mechanical ventilation systems fail to keep up with the occupancy of a space. Therefore, the measurement of CO₂ levels in a space may be used to determine the effectiveness of the ventilation system in more densely occupied indoor spaces. However, CO₂ level is a lagging indicator

since it takes time for it to increase after a space becomes occupied. Consultation with a knowledgeable professional mechanical engineer or industrial hygienist on how to best to use CO2 monitoring technology in a facility is recommended.

- If you need assistance in evaluating your system, see the professionals listed in Section 3. General Considerations.

7. Portable Air Cleaners ("HEPA Air Filters")

Portable Air Cleaners (PACs) should be considered in rooms and areas where mechanical and passive ventilation cannot be improved. PACs come in a range of sizes, features, and prices; higher-priced units may not necessarily provide greater improvements to air quality. Depending on the quantity, quality, and condition of existing ventilation, PACs providing 2-5 additional ACH may be needed. At the minimum:

- Purchase PACs that are certified for ozone emissions and electrical safety by the California Air Resources Board (CARB).
- Ensure PACs are appropriately sized for the room or area they are deployed in. One method for selecting the appropriate size unit is the Association of Home Appliance Manufacturer's (AHAM) Clean Air Delivery Rate (CADR). The authors of the CADR standard suggest that a unit should have a CADR at least 2/3 of the room's floor area (in square feet), with adjustments made if the room's ceiling is more than eight feet in height. If this method is used, the unit's CADRs for Smoke should be used. A list of all units with CADR ratings (with the rating values) can be found on AHAM's "Verifide" website. It's possible that a room may need more than one PAC.
- PACs are very efficient at capturing coronavirus-size particles, but the particles must first physically travel to the filter. The faster a PAC can cycle air through the filter, the better its chances of catching virus particles. CADR reflects, in cubic feet per minute, the volume of clean air the PAC produces at its highest speed setting. (The efficiency of the PAC in cleaning the air decreases at lower speeds). PACs have three CADR ratings; smoke, dust and pollen, which represent small, medium and larger particles, respectively. For purposes of COVID-19, the smoke CADR rating should be used. Smoke particles are similar in size to the smallest virus droplets, while larger virus droplets are closer to the pollen size range. A PAC with a CADR of 250 for smoke reduces smoke particle levels to the same concentration that would be achieved by adding 250 cubic feet of clean air each minute.
- For more in-depth help determining the correct size of PACs for COVID-19, Harvard University and the University of Colorado, Boulder have jointly developed a spreadsheet for identifying the correct PAC, using the CADR. If using this spreadsheet, please note that the PACs listed on the third tab are only examples of verified manufacturers and models; you can input your CADR (using the smoke value) for any unit on the second tab of the spreadsheet.
- Manufacturer's specifications, CADR values, and the Harvard/CU spreadsheet all base their estimates on the PAC operating at maximum fan speed. Reducing fan speed may reduce the noise generated by the unit but will also decrease the amount of air filtration the unit will provide.
- For effective air cleaning, a PAC should be placed towards the center of where people sit or gather with the unit exhaust directed so that it will not blow air from person to person. PACs that exhaust straight up should be used to avoid blowing air from one person to another. Placing air filtration units in unused corners of rooms or beneath tables will not effectively clean the air. Do not create a tripping hazard with the PAC or associated electrical cords.
- Industrial air cleaners that use high efficiency particulate air (HEPA) filtration can be used and are particularly well-suited for larger rooms and areas:

Commercial/Industrial units, sometimes referred to as "Negative Air Machines (NAMs)" or "hogs," may already be available in larger facilities; check with Facilities/Maintenance personnel, who may also be able to order this type of unit through their equipment suppliers. All such units should be inspected for proper discharge of exhaust.

Industrial air cleaners typically do not have CADR ratings. Instead, the manufacturer's rated airflow (in CFM) is incorporated into the Air Changes per Hour calculation provided in Section 2. *Definitions*. Depending on the fresh air ventilation in the room, ACHs of 2.5-6 are needed, with lower values working for well-ventilated rooms, and

ACHs of 4-6 for rooms with marginal ventilation.

8. Ventilation During Wildfire Smoke Events

- Ventilation and filtration can be very effective in reducing indoor air concentrations of both wildfire smoke particles and corona virus-sized particles; however, these strategies must be used in conjunction with physical distancing protocols, face coverings or masks, frequent hand washing and other practices.
- When used with windows and doors closed, and when properly installed and maintained and operated, an HVAC system with MERV 13 filters will effectively reduce indoor exposure to both wildfire smoke and virus particles.
- Where buildings are not equipped with HVAC systems, PACs can effectively reduce the concentration of both smoke and corona virus-sized particles in indoor air. As noted above, more than one portable air filter might be needed to meet the air filtration rate recommended by the Association of Home Appliance Manufacturers (AHAM).
- To filter wildfire smoke and corona virus-sized particles, the PAC should have a CADR for tobacco smoke (0.9-1.0 μm).

9. Requirements on Ventilation in Cal/OSHA COVID-19 Prevention Standards

On November 30, 2020, Cal/OSHA implemented a mandatory emergency temporary standard (ETS) to prevent employee exposure to COVID-19 in California workplaces, with the following exceptions: (1) when employees are covered by CCR Title 8, Section 5199, the Aerosol Transmissible Diseases standard; (2) when employees are working from home; or (3) in places of employment with one employee who does not have contact with other persons.

The ETS appears in CCR Title 8, Sections 3205 *COVID-19 Prevention*; 3205.1 *Multiple COVID-19 Infections and COVID-19 Outbreaks*; 3205.2 *Major COVID-19 Outbreaks*; 3205.3 *COVID-19 Prevention in Employer-Provided Housing*; and 3205.4 *COVID-19 Prevention in Employer-Provided Transportation to and from Work*.

The ETS requires covered employers to establish, implement and maintain an effective, written COVID-19 Prevention Program that includes elements pertaining specifically to ventilation and filtration, as follows:

- Section 3205 (c)(2)(E): *For indoor locations, the employer shall evaluate how to maximize the quantity of outdoor air and whether it is possible to increase filtration efficiency to the highest level compatible with the existing ventilation system.*
- Section 3205 (c)(8)(B): *For buildings with mechanical or natural ventilation, or both, employers shall maximize the quantity of outside air provided to the extent feasible, except when the United States Environmental Protection Agency (EPA) Air Quality Index is greater than 100 for any pollutant or if opening windows or letting in outdoor air by other means would cause a hazard to employees, for instance from excessive heat or cold.*

Under Sections 3205.1 and 3205.2, employers have additional ventilation and filtration requirements in the event of a COVID-19 outbreak, as follows:

- Section 3205.1 (e)(3): *Multiple COVID-19 Infections and COVID-19 Outbreaks. The employer shall implement changes to reduce the transmission of COVID-19 based on the investigation and review required by subsections (e)(1) and (e)(2). The employer shall consider moving indoor tasks outdoors or having them performed remotely, increasing outdoor air supply when work is done indoors, improving air filtration, increasing physical distancing as much as possible, respiratory protection, and other applicable controls.*
- Section 3205.2 (e): *Major COVID-19 Outbreaks (e) COVID-19 hazard correction. In addition to the requirements of subsection 3205(c)(4), the employer shall take the following actions: (1) In buildings or structures with mechanical ventilation, employers shall filter re-circulated air with Minimum Efficiency Reporting Value (MERV) 13 or higher efficiency filters if compatible with the ventilation system. If MERV-13 or higher filters are not compatible with the ventilation system, employers shall use filters with the highest compatible filtering*

efficiency. Employers shall also evaluate whether portable or mounted High Efficiency Particulate Air (HEPA) filtration units, or other air cleaning systems would reduce the risk of transmission and shall implement their use to the degree feasible.

Under Sections 3205.3 and 3205.4 employers must implement ventilation requirements for employer-provided housing and transportation, as follows:

· *Section 3205.3 COVID-19 Prevention in Employer-Provided Housing ...*

... (c) Physical distancing and controls. Employers shall...

... (3) In housing units, maximize the quantity and supply of outdoor air and increase filtration efficiency to the highest level compatible with the existing ventilation system ...

· *Section 3205.4 COVID-19 Prevention in Employer-Provided Transportation ...*

... (f) Ventilation. Employers shall ensure that vehicle windows are kept open, and the ventilation system set to maximize outdoor air and not set to recirculate air. Windows do not have to be kept open if one or more of the following conditions exist:

(1) The vehicle has functioning air conditioning in use and the outside temperature is greater than 90 degrees Fahrenheit.

(2) The vehicle has functioning heating in use and the outside temperature is less than 60 degrees Fahrenheit.

(3) Protection is needed from weather conditions, such as rain or snow.

(4) The vehicle has a cabin air filter in use and the U.S. EPA Air Quality Index for any pollutant is greater than 100

10. Resources

State of California

- www.covid19.ca.gov

Cal/OSHA (Division of Occupational Safety and Health, Department of Industrial Relations) workplace safety regulations

- Cal/OSHA Emergency Temporary Standards - Fact Sheets, Model Program, and Other Resources
- CCR Title 8, Section 3205 COVID-19 Prevention; 3205.1 Multiple COVID-19 Infections and COVID-19 Outbreaks; 3205.2 Major COVID-19 Outbreaks; 3205.3 COVID-19 Prevention in Employer-Provided Housing; and 3205.4 COVID-19 Prevention in Employer-Provided Transportation to and from Work
- CCR Title 8, Section 5142 Mechanically Driven Heating, Ventilating and Air Conditioning (HVAC) Systems to Provide Minimum Building Ventilation.
- CCR Title 8, Section 5143 General Requirements of Mechanical Ventilation Systems.
- CCR Title 8, Section 5144 Respiratory Protection

Centers for Disease Control and Prevention

- Ventilation in Buildings
- Operating Schools during COVID-19: CDC's Considerations
- Wildfire Smoke and COVID-19: Frequently Asked Questions and Resources for Air Resource Advisors and Other Environmental Health Professionals

AIHA (formerly the American Industrial Hygiene Association)

- Reducing the Risk of COVID-19 Using Engineering Controls

American Conference of Governmental Industrial Hygienists

- White Paper on Ventilation for Industrial Settings during the COVID-19 Pandemic

American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE)

- Guidance for Building Operations During the COVID-19 Pandemic
- ASHRAE Resources Available to Address COVID-19 Concerns
- ASHRAE Reopening Schools and Universities C19 Guidance
- Standard 62.1-2019 Ventilation for Acceptable Indoor Air Quality (*Note: This is a for-fee document. ASHRAE provides free web access to a read-only version from the linked web page; look for Standard 62.1-2019*)

Association of Home Appliance Manufacturers

- Directory of Certified Portable Air Cleaners
- Information Regarding Portable Air Cleaner Testing

California Air Resources Board (CARB)

- Air Cleaners & Ozone Generating Products

Environmental Protection Agency (EPA)

- Ventilation and COVID-19
- Indoor Air in Homes and COVID-19

Harvard University School of Public Health and University of Colorado, Boulder School of Engineering

- Harvard-CU Boulder Portable Air Cleaner Calculator for Schools

World Health Organization

- Q&A: Ventilation and Air Conditioning in Public Spaces and Buildings and COVID-19

Yale University School of Public Health

- Reopening Schools - Ventilation Key to Reducing Risk

This Interim Guidance for Ventilation, Filtration, and Air Quality in Indoor Environments was adapted with permission from a similar document prepared by the San Francisco Department of Public Health (SFDPH): SFDPH COVID-19 Information and Guidance

Originally Published on February 26, 2021

California Department of Public Health
PO Box, 997377, MS 0500, Sacramento, CA 95899-7377
Department Website (cdph.ca.gov)





City Council Agenda Report

ITEM NO. 14

DATE: September 1, 2021

FROM: Arminé Chaparyan, City Manager *BS. for A.C.*

PREPARED BY: Tara Schultz, Interim Human Resources & Risk Manager

SUBJECT: **Adoption of Resolution Approving a Classification and Salary Range for Planning Manager**

Recommendation

It is recommended that the City Council adopt a resolution approving the classification and salary range for Planning Manager.

Discussion/Analysis

The goal of the City is always to attract the best and most qualified candidate when a vacancy arises within any given department. Most recently the City has experienced a vacancy in the Planning and Community Development department. In keeping with the City's goal, staff is recommending the retitling of the two "Principal Management Analyst" positions in the Planning and Community Development Department to "Planning Manager", an industry standard. Staff feels that using a title that is more familiar, descriptive and more sought after, will increase the number of qualified applicants. In addition, staff has prepared a more detail job description for the Council's consideration. There is no proposed change in the salary range, and no impact to the budget.

The "Planning Manager" ("Principal Management Analyst") is an unrepresented management position. In the local government development field, it is a higher-level manager with supervisory and coordination duties, assisting the Director of Planning and Community Development with the supervision of staff and the coordination of projects and programs.

Alternatives

These changes are necessary to recruit qualified candidate and encourage the promotion and advancement of existing staff.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

There is no appropriation needed, as the recommended monthly salary range for the Planning Manager is the same as the Principal Management Analyst, \$7,963 to \$10,671.

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) Resolution approving new classification and salary level, and revising a current job description
 - a. Exhibit "A" Planning Manager job description/classification specification
 - b. Exhibit "B" Planning Manager salary schedule

ATTACHMENT
Resolution

RESOLUTION NO. _____
AMENDING THE CITY OF SOUTH PASADENA CLASSIFICATION PLAN AND
SALARY MATRIX BY CREATING THE PLANNING MANAGER

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

WHEREAS, the City Council has a priority to establish salaries at a level that both attracts and retains the most qualified staff while carefully managing scarce resources; and

WHEREAS, the City will create a new classification of "Planning Manager" which shall be part of the unrepresented Management employees and approve a new salary range for "Planning Manager"; and

WHEREAS, the City shall amend the list of Full Time Authorized Positions in the FY21/22 budget to change the two "Principal Manager Analyst" positions in the Planning and Community Development Department to "Planning Manager," with a new classification specification and the same salary range; and

WHEREAS, in the amended Classification Plan and Salary Matrix, the information contained within the plan in regard to duties, responsibilities, training, and experience for all other full-time and part-time positions remains status quo;

WHEREAS, there is no proposed change in the salary range for the position, resulting in no additional impact to the F/Y 2021/22 budget.

NOW, THEREFORE, BE IT RESOLVED

SECTION 1. That the City of South Pasadena Classification Plan and Salary Matrix are hereby amended as set forth in the attached and incorporated Exhibit A.

SECTION 2. That the classification of "Planning Manager," shall take effect September 2, 2021.

Passed, Approved and Adopted on the 1st day of September, 2021.

Mayor Diana Mahmud

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City of South Pasadena City Council on the 1st day of September, 2021 by the South Pasadena City Council following a roll call vote:

Ayes

Noes

Absent

Lucie Colombo, CMC, CPMC
City Clerk

EXHIBIT "A"

Planning Manager Classification Specification

(Full-time, Management At-Will)

Purpose

Under administrative direction, to manage, supervise and coordinate the assigned activities and operations within the Planning and Community Development Department including processing current planning applications, advanced planning functions, capital projects, and environmental review under the California Environmental Quality Act; coordinates assigned activities with other divisions, outside agencies, and the general public; and provides highly responsible and complex staff assistance to the Director of Planning and Community Development.

Distinguishing Characteristics

This position is distinguished from the Associate Planner and Senior Planner level by its management of a variety of administrative and support functions of the highest complexity. A person in this position has the ability to manage special projects, which typically requires substantial knowledge of the department's operations.

Examples of Duties

The duties listed below are examples of the work typically performed by employees in this class. An employee may not be assigned all duties listed and may be assigned duties that are not listed below:

1. Assume management responsibility for assigned services and activities of the Planning Division including current and advanced planning functions, programs, and services; review and process community development, environmental, and planning projects and applications to ensure consistency with policies and procedures; oversee public counter services, permitting, and plan check review.
2. Manage and participate in the development and implementation of goals, objectives, policies and priorities for assigned programs; recommend and administer policies and procedures.
3. Monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; recommend, within departmental policy, appropriate service and staffing levels; identify and recommend opportunities for improvement.
4. Plan, direct, coordinate and review the work plan for planning staff; assign work activities, projects and programs; review and evaluate work products, methods and procedures; meet with staff to identify and resolve problems.
5. Assists the Director of Planning and Community Development in planning, developing, overseeing and administering the Department's objectives, policies, programs, procedures and services, including organizing, managing, and providing administrative direction and oversight for major functions and activities.
6. Researches, analyzes and interprets data collected, and makes recommendations on potential programs; prepares and administers budgets; draft RFPs/RFQs and selects consultants/contractors; coordinates administrative activities for a variety of City programs.
7. Select, train, motivate and evaluate planning personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures; oversee the work of contractors and consultants.
8. Assures the systematic implementation of the General Plan for the City; meets with developers, engineers, property owners, contractors, and other agencies to discuss

project proposals, pre-applications, feasibility analysis, and/or status of development projects; responds to and/or assists with resolving difficult and sensitive public inquiries and complaints.

9. Prepares, reviews and presents staff report to the City Council, Planning Commission, and boards and other commissions, and assists with maintaining official department files; coordinates committee activities, meetings, and related responsibilities; represents the City with other government agencies and community groups.
10. Participates in the development and administration of the annual budget; participates in the forecast of funds needed for staffing, equipment, materials, and supplies; monitors and approve expenditures; implements adjustments.
11. Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of planning and community development.
12. Perform related duties and responsibilities as required.

QUALIFICATION GUIDELINES

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

Education/Experience:

Graduation from accredited college or university with a bachelor's degree in public administration or policy, urban planning/design preferable, or a related field. A master's degree is desirable and at least five years of increasingly responsible analytical and administrative experience with a government agency, preferably within a municipal setting.

Knowledge of:

Operational characteristics, services, and activities of a planning department; principles and practices of program development and administration; theories, principles, procedures, standards, practices, information sources and trends in the fields of current and advanced planning; land use, physical design, demographic, environmental, and social/economic concepts as applied to municipal planning; statistical analysis techniques related to municipal planning; application, modification, and inter-relationships among ordinances, policies, standards, procedures and practices associated with the planning function; applicable federal, state and local laws and regulations, including state planning laws, zoning, Subdivision Map Act, and California Environment Quality Act (CEQA); terminology, symbols, methods, and techniques used in planning and planning exhibits such as site plans, grading plans and architectural elevations; local government organization and the functions and practices of a municipal planning unit; research methods and statistical techniques and applications; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, presentation software, and databases; principles and practices of municipal budget preparation and administration; principles and practices of supervision, training and performance evaluation.

Ability to:

Oversee and participate in the management of a comprehensive planning program including current and advanced planning activities and projects; oversee, direct, and coordinate the work of lower level staff; select, supervise, train, and evaluate staff; participate in the development and administration of division goals, objectives, and procedures; prepare and administer program budgets; prepare clear and concise administrative and financial reports; perform and coordinate technical current, advanced, and project-planning activities, such as the collection, analysis, and preparation of reports and recommendations pertaining to complex issues; interpret laws, policies, procedures, regulations, maps, specifications, census data, site and

building plans, graphs and other statistical data; direct the preparation of visual displays, such as maps, graphs, and statistical charts; exercise sound independent judgment within departmental guidelines; represent the City effectively in meetings with commissions, community groups, governmental bodies, the media, and the public; conduct analyses and make accurate recommendations based on study findings; independently complete a variety of assignments; prioritize multiple work projects and meet deadlines; display a strong work ethic, strong interpersonal skills, and the ability to foster effective working relationships with City Council, City Departments; operate office equipment including computers and supporting word processing, spreadsheet, and database applications; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Physical Demands:

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

Long periods of sitting, dexterity and coordination in handling files and single sheets of paper. Reading and comprehending large reports. Occasional lifting of items weighing up to 25 pounds, such as files, file boxes, stacks of paper. Reaching for items above and below desk level. Hand and eye coordination are needed to operate office equipment. Strength, dexterity, coordination and vision to use keyboard and video display terminal.

Special Requirements:

Possession of a valid Class "C" California Driver's License.

Working Conditions

Generally clean work environment with limited exposure to conditions such as dust, fumes, odors or noise. Requires traveling throughout the City and adjacent areas, and the attendance of occasional night meetings.

FSLA Status

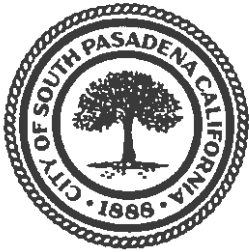
Exempt

Exhibit “B”

Planning Manager - Salary Schedule

(Effective September 2, 2021)

Position	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Planning Manager	\$7,963	\$8,361	\$8,779	\$9,218	\$9,679	\$10,163	\$10,671



City Council Agenda Report

ITEM NO. 15

DATE: September 1, 2021

FROM: Arminé Chaparyan, City Manager *SS for LC*

PREPARED BY: Lucy Demirjian, Assistant to the City Manager

SUBJECT: **Approval of the Third Amendment to the Agreement for Legal Services with Colantuono, Highsmith & Whatley, PC**

Recommendation

It is recommended that the City Council approve the Third Amendment to the contract with Colantuono, Highsmith & Whatley, PC, (CHW) for legal services.

Discussion/Analysis

The amendment seeks to change the attorney designated as the City Attorney from Teresa Highsmith to Andrew Jared. Mr. Jared is an experienced City Attorney and is Senior Counsel in the CHW firm. He has practiced law since 2001, with 16 years of municipal law experience.

The only change to the Agreement for Legal Services proposed is to section 2, designating Andrew L. Jared as City Attorney, and Teresa L. Highsmith as Assistant City Attorney.

All other contract terms, including the retainer amount and hourly fees, remain the same.

Background

In 2014, the City Council directed staff to prepare a Request for Proposals (RFP) for City Attorney services. The RFP was issued to 27 firms on March 12, 2014, and a total of 13 firms responded. The City Council reviewed the proposals and interviewed 6 firms.

In June 2014, Colantuono, Highsmith & Whatley, PC, was selected to serve as the City's legal counsel. CHW is a mid-size law firm with over 30 attorneys available to perform all the transactional and litigation work the City may require. The original agreement set a fixed monthly retainer of \$7,875, and included additional hourly rates for special legal services in the scope of work.

In July 2015, the first amendment to the agreement provided for an increase in the anticipated number of hours of legal retainer services (50-52 hours) and an increase in the monthly retainer to \$9,500. All hourly rates and fees for special services remained the same under the terms of the original agreement.

In June 2019, the second amendment to the agreement authorized and adjustment to the fees for legal services so that they keep pace with rising personnel and overhead costs. The changes made at that time are as follows:

- Increase the monthly retainer from \$9,500 to \$10,000
- Increase the hourly rate by \$10 for both transactional and litigation work:
 - from \$185 to \$195 for special projects rate
 - from \$235 to \$245 for special services and litigation
- Increase of hourly rate for paralegals to \$170
- Increase of hourly rate for legal assistants to range between \$110-\$150

Legal Review

The amendment to the agreement was prepared by Colantuono, Highsmith & Whatley, PC.

Fiscal Impact

Sufficient funds have been included in the proposed FY 2021-22 Budget for legal services (101-2010-2501-8160).

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. Third Amendment to Agreement with Colantuono, Highsmith & Whatley, PC
2. Original Agreement, First Amendment to Agreement, and Second Amendment to Agreement with Colantuono, Highsmith & Whatley, PC

ATTACHMENT 1
Third Amendment to Agreement with Colantuono,
Highsmith & Whatley, PC

**THIRD AMENDMENT TO AGREEMENT FOR LEGAL SERVICES
FOR THE CITY OF SOUTH PASADENA**

This Third Amendment to Agreement ("Amendment") is made and entered into as of September 1, 2021, by and between the law firm of Colantuono, Highsmith & Whatley, PC ("the Firm") and the City of South Pasadena ("City").

RECITALS:

A. On June 16, 2014, the City entered into a Legal Services Agreement ("Legal Services Agreement") with the Firm to discharge the duties of the office of City Attorney, with Teresa L. Highsmith designated as City Attorney, and Holly O. Whatley to serve as Assistant City Attorney. On July 1, 2015, the City and the Firm entered into the First Amendment for Legal Services ("First Amendment") to adjust the retainer amount and rate of retainer services. On July 1, 2019, the City and the Firm entered into the Second Amendment for Legal Services ("Second Amendment") to adjust the retainer amount and rate of retainer services.

B. The City desires to continue to retain the Firm to discharge the duties of the office of City Attorney of the City of South Pasadena, designate another member of the Firm, Andrew L. Jared as City Attorney, and designate Teresa L. Highsmith as Assistant City Attorney.

B. The attorneys of the Firm are duly licensed under the laws of the State of California and are fully qualified to discharge the duties of the office of City Attorney and to provide the services contemplated by this Agreement.

C. The City desires to receive legal services with the Firm on all other terms previously stated in the Legal Services Agreement, as amended by the First Amendment and Second Amendment thereto.

NOW, THEREFORE, the parties hereto agree as follows:

I. Designation of City Attorney. Paragraph 2 of the Agreement is hereby amended to read as follows:

"2. Designation of City Attorney.

"Andrew L. Jared is designated as City Attorney. Teresa L. Highsmith is designated as Assistant City Attorney. The parties understand and agree that the Firm may, from time to time, utilize other attorneys and paralegals within the Firm to assist Mr. Jared in the performance of this Agreement. In that event, the City Attorney shall be personally responsible for all work performed by such other attorneys and paralegals, and shall ensure that all work is performed in a competent and professional manner. The City Council shall conduct a performance evaluation of the City Attorney at least annually."

II. Prior Agreement and Amendments.

Except as modified by this Third Amendment, the terms of the Agreement, as amended by the First Amendment and Second Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have caused this Agreement to be executed as of September ____, 2021.

ATTEST:

CITY OF SOUTH PASADENA

Lucie Columbo, CMC, CPMC
CITY CLERK

By: _____
Diana Mahmud
MAYOR

COLANTUONO, HIGHSMITH & WHATLEY, PC

By: _____
Teresa L. Highsmith
Shareholder

ATTACHMENT 2

Original Agreement, First, and Second Amendments to
Agreement with Colantuono, Highsmith & Whatley, PC

CHW Original Contract Dated 2014

AGREEMENT FOR LEGAL SERVICES
FOR THE CITY OF SOUTH PASADENA

This Agreement is made and entered into by and between the law firm of Colantuono, Highsmith & Whatley, PC ("the Firm") and the City of South Pasadena ("City").

RECITALS:

A. The City desires to retain the Firm to discharge the duties of the office of City Attorney of the City of South Pasadena and to designate a member of the Firm as City Attorney.

B. The attorneys of the Firm are duly licensed under the laws of the State of California and are fully qualified to discharge the duties of the office of City Attorney and to provide the services contemplated by this Agreement.

C. The City desires to receive legal services with the Firm for a fixed monthly retainer of \$7,875 which anticipates approximately 45 hours of general legal services.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services.

A. The Firm shall discharge the duties of the office of City Attorney of the City of South Pasadena and shall use its best efforts to provide legal services in a competent and professional manner. The Firm shall provide all legal services to the City of the kind and nature typically provided by an in-house City Attorney's office and as provided in the South Pasadena Municipal Code unless specifically stated otherwise in this Agreement or otherwise directed in writing by the City. Except where conflict of interest rules require otherwise, or pursuant to the written request of the City Manager, the Firm shall supervise the activities of all other counsel retained by or for the City and shall review the work of such counsel on behalf of the City.

B. The legal services to be provided by the Firm shall consist of those set forth in Exhibit "A" attached hereto and shall be billed at the rates set forth therein.

2. Designation of City Attorney.

Teresa L. Highsmith is designated as City Attorney. Holly O. Whatley is designated as Assistant City Attorney. The parties understand and agree that the Firm may,

from time to time, utilize other attorneys within the Firm to assist Ms. Highsmith in the performance of this Agreement. In that event, the City Attorney shall be personally responsible for all work performed by such other attorneys, and shall ensure that all work is performed in a competent and professional manner.

3. Billing Procedures and Monthly Statements.

A. The Firm shall submit to the City, within thirty (30) days after the end of each calendar month, an itemized statement of the professional services provided and the time expended to provide those services in the form customarily submitted by the Firm to clients which are billed on an hourly basis. The parties acknowledge that payment of all monthly statements is expected to be made within thirty (30) days of the billing date. The City will not be liable for interest or finance charges, although persistent late payment shall be a basis for the Firm to review its relationship with the City.

B. The Firm will bill the City for actual, out-of-pocket expenses such as, but not limited to, authorized travel (other than travel to or from City Hall), long-distance telephone calls, filing fees, duplication, computerized legal research (except as provided to the contrary below), and similar out-of-pocket expenditures. Photocopies shall be billed at 15 cents per page, outgoing faxes will be charged at \$1 per page. All other expenses will be billed at cost, without markup. The Firm will not charge for word-processing services or secretarial overtime. The Firm will make best efforts to avoid the use of outgoing faxes, and the costs associated with them, by use of email, U.S. Mail and other means. These items will be separately designated on the Firm's monthly statements as "disbursements," and will be billed in addition to fees for professional services. The Firm will not charge the City for routine computerized legal research such as Lexis-Nexis or Westlaw research, but will pass through to the City at cost, without markup, its cost for use of specialized databases outside the Firm's contract with Westlaw or a similar provider.

C. Time will be charged by the Firm in increments of 1/10 of an hour (*i.e.*, six-minute units). The rate structure in general, or the rates of attorneys of particular levels of experience, may be increased or altered from time to time, after written notice to, and approval by, the City. No such change shall affect the terms of Exhibit A to this Agreement absent amendment of this Agreement pursuant to Section 8 below. The current hourly rates of the firm's professionals for non-retainer services are shown in Exhibit B attached hereto.

4. Resolution of Fee Disputes.

The City is entitled to require that any fee dispute be resolved by binding arbitration in Los Angeles pursuant to the arbitration rules of the Los Angeles County Bar Association for legal fee disputes. In the event that City chooses not to utilize the County Bar Association's arbitration procedures, City agrees that all disputes regarding the professional services rendered or fees charged by the Firm shall be submitted to binding arbitration in Los Angeles to be conducted by JAMS in accordance with its commercial arbitration rules. THE CITY SHOULD REVIEW THIS PARAGRAPH CAREFULLY AND, IF IT WISHES, SEEK INDEPENDENT LEGAL COUNSEL REGARDING IT, AS

THE CITY AND THE FIRM ARE AGREEING TO FOREGO SIGNIFICANT RIGHTS IN THE EVENT OF A DISPUTE BETWEEN THE PARTIES, INCLUDING THE RIGHT TO A JURY TRIAL.

5. Term of the Agreement.

This Agreement shall be effective as of July , 2014 and shall be and remain in full force and effect until terminated in accordance with the provisions of Section 6 hereof.

6. Termination of the Agreement.

City has the right to terminate the Firm's representation at any time, without cause, subject to an obligation to give notice in writing to the Firm at least thirty (30) days prior to termination. Termination is effective thirty (30) days from the date of the written notice unless otherwise specified therein. The Firm has the same right, subject to the Firm's ethical obligations to allow the City sufficient notice prior to termination so that City will be able to arrange alternative representation. In either circumstance, City agrees to secure new counsel as quickly as possible and to cooperate fully in the substitution of the new counsel as counsel of record in any action in which the Firm may represent the City. The Firm agrees to cooperate fully in any such transition, including the transfer of files. Notwithstanding the termination of the Firm's representation, City will remain obligated to pay to the Firm all fees and costs incurred prior thereto.

7. Files and Records.

A. All legal files of the Firm pertaining to the City shall be and remain the property of City. The Firm will control the physical location of such files during the term of this Agreement.

B. The Firm shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all data, documents, proceedings, and activities.

8. Modifications to the Agreement.

Unless otherwise provided in this Agreement, modifications relating to the nature, extent or duration of the Firm's professional services to be rendered hereunder shall require the prior written approval of the City Council of the City. Any such written approval shall be deemed to be a supplement to this Agreement and shall specify any changes in the Scope of Services and the agreed-upon billing rates to be charged by the Firm and paid by the City.

9. Independent Contractor.

No employment relationship is created by this Agreement. The Firm and its members shall, for all purposes, be an independent contractor to the City. The Firm and its members shall not be entitled to participate in any pension plan (including, without limitation, the Public Employees Retirement System), insurance, bonus, or other similar benefits provided to City employees.

10. Nondiscrimination.

In the performance of this Agreement, the Firm shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, medical condition, or any other unlawful basis.

11. Assignment and Delegation.

This Agreement contemplates the personal professional services of the Firm. Neither this Agreement nor any portion thereof shall be assigned or delegated without the prior written consent of the City. Delegation to attorneys outside the Firm shall be limited to those situations in which the Firm is disqualified by virtue of a conflict of interest, or where the Firm does not possess the expertise to competently perform services in a particular practice area. Delegation shall not be made without the prior written approval of the City Manager of the City. The Firm shall supervise delegated work, except where precluded from doing so by virtue of a conflict of interest, and where otherwise agreed to by the parties hereto.

12. Insurance.

A. The Firm currently maintains in full force and effect a professional liability insurance policy which provides coverage in an amount not less than \$2,000,000 per occurrence and \$2,000,000 aggregate. Said insurance policy provides coverage to the City for any damages or losses suffered by the City as a result of any error or omission or neglect by the Firm which arises out of the professional services required by this Agreement.

B. The Firm maintains Comprehensive General Liability Insurance with minimum limits of at least One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage.

C. The Firm currently maintains workers' compensation insurance in accordance with Section 3700 of the California Labor Code.

D. The Firm agrees to notify City in the event the limits of its insurance should fall below the coverages stated in paragraph A or B or if the insurance policies noted here are allowed to lapse and substitute insurance is not obtained.

13. Indemnification.

The Firm shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, or negligent acts, errors or omissions of the Firm in the performance of this Agreement.

14. Conflicts of Interest.

The Firm hereby covenants that it has no interest not disclosed to City and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services or confidential obligations hereunder except as the City may otherwise consent in writing prior to the acquisition by the Firm of such conflict. The Firm and its members 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.).

15. Permits and Approvals.

The Firm and its members shall obtain, at the Firm's sole cost and expense, all permits, and licenses necessary in the performance of this Agreement.

16. 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 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.

17. Notices

Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties. Name, address, telephone and facsimile numbers of the parties are as follows:

City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Attention: City Manager
Telephone Number: (626) 403-7210
Facsimile Number: (626) 403-7211

Colantuono, Highsmith & Whatley, PC
300 S. Grand Avenue, Suite 2700
Attention: Teresa L. Highsmith
Telephone Number: (213) 542-5700
Facsimile Number: (213) 542-5710

Either party may change the address to which notice or communication is to be sent by providing advance written notice to the other party.

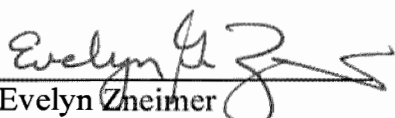
18. Entire Agreement.

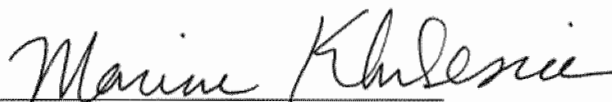
This Agreement, together with Exhibits "A" and "B" hereto, shall constitute the full and complete agreement and understanding of the parties and shall be deemed to supersede all other written or oral statements of any party hereto relating to the subject matter hereof

IN WITNESS WHEREOF, the duly authorized representatives of the parties have caused this Agreement to be executed as of July 16, 2014.

ATTEST:

CITY OF SOUTH PASADENA


Evelyn Zneimer
CITY CLERK

By: 
Marina Khubesrian, M.D.
MAYOR

COLANTUONO, HIGHSMITH & WHATLEY, PC

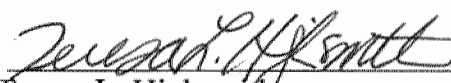
By: 
Teresa L. Highsmith
Shareholder

EXHIBIT "A"

SCOPE OF SERVICES AND APPLICABLE BILLING RATES

I. GENERAL LEGAL SERVICES

A. *General Rates.* The general legal services to be provided by the Firm to the City shall include the following:

1. Provide routine legal assistance, advice and consultation to the City Council and to City staff relating to general public law and public works issues, potential tort liability and risk management.
2. Prepare and review legal opinions, ordinances, resolutions, deeds, agreements and related documents. Review performance bonds, insurance certificates and like documents tendered to City.
3. Attend all meetings of the City Council and the Planning Commission and such meetings of other Boards and Commissions of the City as may from time to time be specified by the City.
4. Monitor pending state and federal legislation and regulations, and new case law, as appropriate and apprise the City Council and City Manager of important developments therein.
5. Perform such other or additional general legal services as may be requested by the City, acting by and through the City Council or the City Manager.
6. Upon the request of the City Manager, administer contracts that the City may have with other legal counsel.
7. Provide attorneys on-site for office hours as requested by the City Manager or the City Council and be promptly available for telephone consultation as needed.
8. Provide recommendations and advice when requested by the City Council pertaining to the retention of and employment of outside law specialists in complex and important legal matters in which the City may be involved. Monitor the handling of liability cases by outside legal counsel.
9. Submit a quarterly status of each matter in litigation, including code enforcement litigation. The City Attorney shall advise City Council and the City Manager of significant developments in litigation involving the City as they occur. The status report shall be submitted between the first and fifteenth of the

following months: April, July, October and January.

10. Review citations for violations of City ordinances in accordance with criminal/civil law and procedures; should a code enforcement matter become a litigation matter, whether civil or criminal, the preparation of pleadings and court appearances and trial by the City Attorney or Assistant City Attorney shall be billed at the litigation rate under Section II "Litigation Services."

11. Perform all duties of the office of City Attorney as provided in the South Pasadena Municipal Code, except to the extent such duties are provided for in Sections II or III below.

12. Generally, to oversee and manage the legal affairs of the City and to ensure that the policies, programs, and activities of the City and its employees and agents are carried out in compliance with all applicable law and that the best interest of the City are otherwise protected to the fullest extent possible.

With the exception of special projects which the City Attorney and City Manager agree will require 10 or more hours to complete, the general services described here shall be provided for a fixed monthly retainer of \$7,875. Special Projects within the scope of Section I but requiring 10 or more hours to complete and services outside the Scope of Sections II and III below shall be provided at the \$185/hour rate.

Where the City utilizes less than 30 hours of retainer work within a month, the Firm will include any Special Projects which required 10 hours or more to complete to be captured within the retainer for that month and not billed separately (up to a maximum of 45 retainer hours for that month).

B. *Task Billing.* Upon request by City, the Firm will propose flat-fee amounts to cover special projects defined above or specific tasks under Sections II and III below. When such task, flat-fee arrangements have been agreed upon, they shall control over the rates provided by this Agreement.

C. *Limitation of Duties.* Except as provided below, Attorney shall not be required to provide the following services:

1. Administration and legal representation of workers' compensation claims and litigation, except for general legal advice in the area of workers' compensation and review of settlements recommended by the City's contract administrators

2. Negotiation and interpretation of M.O.U.'s and other labor related matters, including disciplinary proceedings, except to provide general legal advice on personnel matters related to the City's Personnel Rules & Regulations, and at the request of the City, review recommendations of the City's contract labor attorneys; and

3. Legal services related to the issuance of municipal bonds, certificates of participation, or other types of capital improvement financing and assessment proceedings, and specialized development proceedings.

II. LITIGATION SERVICES

A. The Firm will provide litigation services to the City in any and all matters assigned by the City, except as delegated pursuant to paragraph 11 of the Agreement, or as otherwise agreed in writing by the Firm and the City.

B. The litigation services specified in paragraph A shall be billed at the regular hourly rates of the attorneys and other professionals providing such services at the time those services are provided to a maximum of \$235 per hour, or as otherwise agreed pursuant to paragraph I.B. above. The non-retainer rates in effect on the Effective Date of this Agreement are set forth in Exhibit B.

III. OTHER SPECIALIZED LEGAL SERVICES

The specialized legal services (excluding those described above) to be provided by the Firm to the City shall include the following:

1. Legal services pertaining to labor, employment and personnel matters.
2. Advice regarding taxes, assessments, fees and other Financial Advice.
3. Environmental Legal Services other than routine review of negative declarations, environmental impact reports and other project-level environmental documentation.
4. Real Estate and Eminent Domain Services other than routine review of escrow documents, title reports and contracts of sale.
5. Insurance Coverage Services, such as advice and representation regarding
6. Redevelopment Services.
7. Water Law Services.

Such other specialized services as may be required by the City. The specialized legal services specified in this paragraph shall be billed at the regular hourly rates of the attorneys providing such services at the time those services are provided, up to a maximum of \$235 per hour. The non-retainer rates in effect on the Effective Date of this Agreement are set forth in Exhibit B.

EXHIBIT "B"

**NON-RETAINER HOURLY BILLING RATES
AS OF JANUARY 1, 2014**

shareholders and senior contract attorneys	\$235
8 th year and more senior associates	\$230
7 th year associates	\$220
6 th year associates	\$210
5 th year associates	\$200
4 th year associates	\$195
3 rd year associates	\$185
2 nd year associates	\$180
1 st year associates	\$175
paralegals	\$125
legal assistants	\$100 to \$110

**CHW First Contract
Amendment dated
7/1/2015**

FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES
FOR THE CITY OF SOUTH PASADENA

This First Amendment to Agreement ("Amendment") is made and entered into as of July 1, 2015, by and between the law firm of Colantuono, Highsmith & Whatley, PC ("the Firm") and the City of South Pasadena ("City").

R E C I T A L S:

- A. The City retained the Firm as its City Attorney as of June 2014.
- B. The City desires to continue to retain the Firm to discharge the duties of the office of City Attorney of the City of South Pasadena, designate a member of the Firm as City Attorney, and increase the number of hours of general legal service used on a monthly basis.
- B. The attorneys of the Firm are duly licensed under the laws of the State of California and are fully qualified to discharge the duties of the office of City Attorney and to provide the services contemplated by this Agreement.
- C. The City desires to receive legal services with the Firm for a fixed monthly retainer of \$9,500 which anticipates approximately 50-52 hours of general legal services.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services. Paragraph 1 of the Agreement is hereby amended to read as follows:

'A. The Firm shall discharge the duties of the office of City Attorney of the City of South Pasadena and shall use its best efforts to provide legal services in a competent and professional manner. The Firm shall provide all legal services to the City of the kind and nature typically provided by an in-house City Attorney's office and as provided in the South Pasadena Municipal Code unless specifically stated otherwise in this Agreement or otherwise directed in writing by the City. Except where conflict of interest rules require otherwise, the Firm shall supervise the activities of all other counsel retained by or for the City and shall review the work of such counsel on behalf of the City.

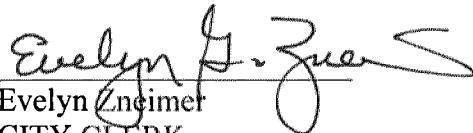
B. The legal services to be provided by the Firm shall consist of those set forth in Exhibit "A-1" attached hereto and shall be billed at the rates set forth therein."

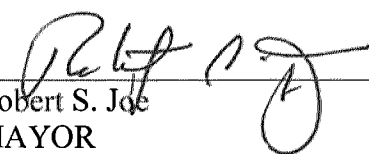
Except as modified by this Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have caused this Agreement to be executed as of July 1, 2015.

ATTEST:

CITY OF SOUTH PASADENA


Evelyn Zucimer
CITY CLERK

By: 
Robert S. Joe
MAYOR

COLANTUONO, HIGHSMITH & WHATLEY, PC


By: 
Teresa L. Highsmith
Shareholder

EXHIBIT "A-1"

SCOPE OF SERVICES AND APPLICABLE BILLING RATES

I. GENERAL LEGAL SERVICES

A. *General Rates.* The general legal services to be provided by the Firm to the City shall include the following:

1. Provide routine legal assistance, advice and consultation to the City Council and to City staff relating to general public law issues, potential tort liability and risk management.
2. Prepare and review legal opinions, ordinances, resolutions, agreements and related documents.
3. Attend all meetings of the City Council and the Planning Commission and such meetings of other Boards and Commissions of the City as may from time to time be specified by the City.
4. Monitor pending state and federal legislation and regulations, and new case law, as appropriate.
5. Perform such other or additional general legal services as may be requested by the City, acting by and through the City Council or the City Manager.
6. Administer contracts that the City may have with other legal counsel.
7. Provide attorneys on-site for office hours as requested by the City Manager or the City Council.
8. Monitor the handling of liability cases by outside legal counsel and prepare a status report on all pending liability cases upon request.
9. Perform all duties of the office of City Attorney as provided in the Sierra Madre Municipal Code, except to the extent such duties are provided for in Sections II or III below.

With the exception of special projects which the City Attorney and City Manager agree will require 10 or more hours to complete, the general services described here shall be provided for a fixed monthly retainer of \$9,500. Special Projects within the scope of Section I but requiring 10 or more hours to complete and services outside the Scope of Sections II and III below shall be provided at the \$185/hour rate.

Where the City utilizes less than 38 hours of retainer work within a month, we will include any Special Projects which required 10 hours or more to complete to be captured within the retainer for that month and not billed separately (up to a maximum of 50 retainer hours for that month).

B. *Task Billing.* Upon request by City, Firm will propose flat-fee amounts to cover special projects defined above or specific tasks under Sections II and III below. When such task, flat-fee arrangements have been agreed upon, they shall control over the rates provided by this Agreement.

II. LITIGATION SERVICES

A. The Firm will provide litigation services to the City in any and all matters assigned by the City, except as delegated pursuant to paragraph 11 of the Agreement, or as otherwise agreed in writing by the Firm and the City.

B. The litigation services specified in paragraph A shall be billed at the regular hourly rates of the attorneys and other professionals providing such services at the time those services are provided to a maximum of \$235 per hour, or as otherwise agreed pursuant to paragraph I.B. above. The non-retainer rates in effect on the Effective Date of this Agreement are set forth in Exhibit B.

III. OTHER SPECIALIZED LEGAL SERVICES

The specialized legal services (excluding those described above) to be provided by the Firm to the City shall include the following:

1. Legal services pertaining to labor, employment and personnel matters.
2. Advice regarding taxes, assessments, fees and other Financial Advice.
3. Environmental Legal Services other than routine review of negative declarations, environmental impact reports and other project-level environmental documentation.
4. Real Estate and Eminent Domain Services other than routine review of escrow documents, title reports and contracts of sale.
5. Insurance Coverage Services, such as advice and representation regarding disputes with the California Joint Powers Insurance Authority or another insurance provider.
6. Redevelopment Services.
7. Water Law Services.
8. Such other specialized services as may be required by the City.

The specialized legal services specified in this paragraph shall be billed at the regular hourly rates of the attorneys providing such services at the time those services are provided, up to a maximum of \$235 per hour. The non-retainer rates in effect on the Effective Date of this Agreement are set forth in Exhibit B.

Exhibit B

Non-Retainer Hourly Billing Rates as of January 1, 2014

shareholders and senior contract attorneys	\$235
8 th year and more senior associates	\$230
7 th year associates	\$220
6 th year associates	\$210
5 th year associates	\$200
4 th year associates	\$195
3 rd year associates	\$185
2 nd year associates	\$180
1 st year associates	\$175
paralegals	\$125
legal assistants	\$100 to \$110

**CHW Second
Contract Amendment
dated 7/1/2019**

SECOND AMENDMENT TO AGREEMENT FOR LEGAL SERVICES
FOR THE CITY OF SOUTH PASADENA

This Second Amendment to Agreement ("Amendment") is made and entered into as of July 1, 2019, by and between the law firm of Colantuono, Highsmith & Whatley, PC ("the Firm") and the City of South Pasadena ("City").

R E C I T A L S:

- A. The City retained the Firm as its City Attorney as of June 2014.
- B. The City desires to continue to retain the Firm to discharge the duties of the office of City Attorney of the City of South Pasadena, designate a member of the Firm as City Attorney, and increase the number of hours of general legal service used on a monthly basis.
- B. The attorneys of the Firm are duly licensed under the laws of the State of California and are fully qualified to discharge the duties of the office of City Attorney and to provide the services contemplated by this Agreement.
- C. The City desires to receive legal services with the Firm for a fixed monthly retainer of \$10,000 which anticipates approximately 50-52 hours of general legal services.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services. Paragraph 1 of the Agreement is hereby amended to read as follows:

'A. The Firm shall discharge the duties of the office of City Attorney of the City of South Pasadena and shall use its best efforts to provide legal services in a competent and professional manner. The Firm shall provide all legal services to the City of the kind and nature typically provided by an in-house City Attorney's office and as provided in the South Pasadena Municipal Code unless specifically stated otherwise in this Agreement or otherwise directed in writing by the City. Except where conflict of interest rules require otherwise, the Firm shall supervise the activities of all other counsel retained by or for the City and shall review the work of such counsel on behalf of the City.

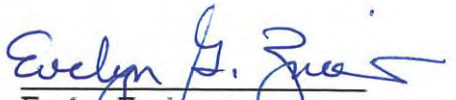
B. The legal services to be provided by the Firm shall consist of those set forth in Exhibit "A-1" attached hereto and shall be billed at the rates set forth therein."


Except as modified by this Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have caused this Agreement to be executed as of July 1, 2019.

ATTEST:

CITY OF SOUTH PASADENA


Evelyn Zneimer
CITY CLERK 06/10/2020

By: 
Marina Khubesrian, M.D.
MAYOR

COLANTUONO, HIGHSMITH & WHATLEY, PC


By: 
Teresa L. Highsmith
Shareholder

EXHIBIT "A-1"

SCOPE OF SERVICES AND APPLICABLE BILLING RATES

I. GENERAL LEGAL SERVICES

A. *General Rates.* The general legal services to be provided by the Firm to the City shall include the following:

1. Provide routine legal assistance, advice and consultation to the City Council and to City staff relating to general public law issues, potential tort liability and risk management.
2. Prepare and review legal opinions, ordinances, resolutions, agreements and related documents.
3. Attend all meetings of the City Council and the Planning Commission and such meetings of other Boards and Commissions of the City as may from time to time be specified by the City.
4. Monitor pending state and federal legislation and regulations, and new case law, as appropriate.
5. Perform such other or additional general legal services as may be requested by the City, acting by and through the City Council or the City Manager.
6. Administer contracts that the City may have with other legal counsel.
7. Provide attorneys on-site for office hours as requested by the City Manager or the City Council.
8. Monitor the handling of liability cases by outside legal counsel and prepare a status report on all pending liability cases upon request.
9. Perform all duties of the office of City Attorney as provided in the South Pasadena Municipal Code, except to the extent such duties are provided for in Sections II or III below.

With the exception of special projects which the City Attorney and City Manager agree will require 10 or more hours to complete, the general services described here shall be provided for a fixed monthly retainer of \$10,000. Special Projects within the scope of Section I but requiring 10 or more hours to complete and services outside the Scope of Sections II and III below shall be provided at the \$195/hour rate.

Where the City utilizes less than 38 hours of retainer work within a month, we will include any Special Projects which required 10 hours or more to complete to be captured within the retainer for that month and not billed separately (up to a maximum of 50 retainer hours for that month).

B. *Task Billing.* Upon request by City, Firm will propose flat-fee amounts to cover special projects defined above or specific tasks under Sections II and III below. When such task, flat-fee arrangements have been agreed upon, they shall control over the rates provided by this Agreement.

II. LITIGATION SERVICES

A. The Firm will provide litigation services to the City in any and all matters assigned by the City, except as delegated pursuant to paragraph 11 of the Agreement, or as otherwise agreed in writing by the Firm and the City.

B. The litigation services specified in paragraph A shall be billed at the regular hourly rates of the attorneys and other professionals providing such services at the time those services are provided to a maximum of \$245 per hour, or as otherwise agreed pursuant to paragraph I.B. above. The non-retainer rates in effect on the Effective Date of this Agreement are set forth in Exhibit B.

III. OTHER SPECIALIZED LEGAL SERVICES

The specialized legal services (excluding those described above) to be provided by the Firm to the City shall include the following:

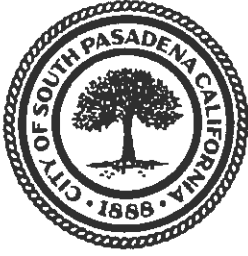
1. Legal services pertaining to labor, employment and personnel matters.
2. Advice regarding taxes, assessments, fees and other Financial Advice.
3. Environmental Legal Services other than routine review of negative declarations, environmental impact reports and other project-level environmental documentation.
4. Real Estate and Eminent Domain Services other than routine review of escrow documents, title reports and contracts of sale.
5. Insurance Coverage Services, such as advice and representation regarding disputes with the California Joint Powers Insurance Authority or another insurance provider.
6. Redevelopment Services.
7. Water Law Services.
8. Such other specialized services as may be required by the City.

The specialized legal services specified in this paragraph shall be billed at the regular hourly rates of the attorneys providing such services at the time those services are provided, up to a maximum of \$245 per hour. The non-retainer rates in effect on the Effective Date of this Agreement are set forth in Exhibit B.

Exhibit B

Non-Retainer Hourly Billing Rates
as of July 1, 2019

shareholders and senior contract attorneys	\$245
8 th year and more senior associates	\$240
7 th year associates	\$230
6 th year associates	\$220
5 th year associates	\$210
4 th year associates	\$205
3 rd year associates	\$200
2 nd year associates	\$195
1 st year associates	\$190
paralegals	\$170
legal assistants	\$110 to \$150



City Council Agenda Report

ITEM NO. 16

DATE: September 1, 2021

FROM: Arminé Chaparyan, City Manager *BB for A.C.*

PREPARED BY: Shahid Abbas, Public Works Director
Ghassan Shelleh, Deputy Director Public Works
Margaret Lin, Principal Management Analyst

SUBJECT: **Authorize the City Manager to 1) Execute an Award of Contract to Iteris, Inc. for a Traffic Study of Mission Street and Meridian Avenue in an Amount Not-to-Exceed \$64,985; 2) Execute an Award of Contract to Alta Planning + Design, Inc. for Slow Street Program in an Amount Not to Exceed \$167,812; and 3) Appropriate \$232,797 of the \$420,000 Repurposed Metro Cycle 3 Open Streets Grant Funds**

Recommended Action

It is recommended that the City Council authorize the City Manager to:

1. Authorize the City Manager to Execute the agreement and any amendments with Iteris, Inc. for a not-to-exceed amount of \$64,985 for a traffic study of Mission Street and Meridian Avenue;
2. Authorize the City Manager to execute the agreement and any amendments with Alta Planning + Design, Inc., for a not-to-exceed amount of \$167,812 for a Slow Streets Program; and
3. Appropriate \$232,797 of the \$420,000 repurposed Los Angeles County Metropolitan Transportation Authority (Metro) Cycle 3 Open Streets Grant Funds to the Golden Street Grant Line Item 249-2010-2011-8170, Professional Services in Management Services for the two projects and,
4. Reject all other proposals

Background

On September 27, 2018, the Metro Board awarded \$4 million for Cycle 3 of the Open Streets Grant Program to fund a series of regional car-free events for people to walk or bike. The City was able to secure \$420,000 from the Metro Open Streets Grant Program for outreach, pre-event planning, and event staging costs associated with hosting the 626 Golden Streets (Arroyo Fest). The grant required \$105,000 in local match, which can be paid through staff time or in kind contributions. On December 18, 2019, the City Council authorized the City Manager to accept a grant award from Metro in the amount of \$420,000. On March 4, 2020, the City Council authorized Professional Services Agreements (PSAs) with ActiveSGV for services associated with the planning and hosting of the Arroyo Fest (Arroyo Fest), in the amount of \$210,000; and ROW for traffic control services in the amount of \$78,210.

In June and August 2020, the City Council approved Phase 1 and Phase 2 of Al Fresco Dining and Retail Program to support local businesses and safe opportunities for residents to dine and shop outdoors while practicing social distance protocols.

In Fall 2020, the City canceled the Arroyo Fest event and began working with Metro on a plan to reallocate the Cycle 3 Open Streets grant award to support pandemic recovery through the Al Fresco Program . On February 3, 2021, the City Council authorized the Interim City Manager to request authorization from Metro to repurpose the grant award to support pandemic recovery.

On May 19, 2021, the City Council authorized then Interim City Manager Joyce to execute the first amendment with Metro to repurpose the Open Streets Grant funds to support pandemic recovery. The City Council also authorized staff to issue following Requests for Proposals (RFPs):

1. Traffic study 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;
2. Development of a Slow Streets Program; and
3. Design and installation of retractable bollards on Meridian Avenue, between Mission Street and El Centro Avenue.

On June 2, 2021, the City Council appropriated \$25,000 of the \$420,000 repurposed funds to the Golden Street Grant line item 249-2010-2011-8170, Professional Services in Management Services for the pre-design phase of the Slow Streets Program.

Discussion

On June 17, 2021, staff issued three RFPs. Proposals were received from the following firms:

1. Traffic Study
 - Iteris Inc., Los Angeles
 - Alta Planning + Design, Inc., Los Angeles
 - Minagar & Associates, Inc., City of Laguna Hills
2. Slow Streets Program
 - Alta Planning + Design, Inc., Los Angeles
 - Toole Design, Los Angeles
 -
3. Retractable Bollards
 - ARC Construction, Inc
 - Sloan Security Group

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

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

Subsequently, staff reviewed the proposals and, in compliance with Government Code Section 4526, selected Iteris Inc. for the Traffic Study, and Alta Planning + Design, Inc. for the Slow Streets as the most qualified consultants for the professional services. Iteris Inc. is a Professional Engineering company that has provided Engineering Services and Traffic Studies for numerous cities, including Long Beach, Beverly Hills, and Pasadena. Alta Planning + Design, Inc. is a professional planning and design firm that has provided similar projects for Glendora, Beverly Hills, the City of Los Angeles, and Long Beach.

The City received two proposals regarding the installation of retractable bollards. The cost proposed is \$1.3 and \$2.9 million respectively. This far exceeds the estimated amount of \$150,000. Therefore it is recommended to reject the proposals.

There is a remainder of \$162,203 in grant funds. As per grant award requirement all available funds must be spent by December 31, 2021. Staff has approached Metro to explore the possibility of an extension to the awarded grant. Metro declined the request. Given the available left over time to spend the grant funds, it is highly unlikely that the city can identify and build an alternate project before the given deadline. From seeking proposals to award of the contract and to the construction of the project it may take six to twelve months. Staff is therefore recommending not to seek a reimbursement for the left over funds. This will reduce the city obligation of matching fund from \$105,000 to \$64,449.25.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

The total available funds for the project cost are \$525,000, which includes \$420,000 provided by the Metro grant award and \$105,000 from the local match requirement. The local match for the City can be paid through in-kind contributions.

The \$64,985 for the Traffic Study will be appropriated to the Golden Streets line item 249-2010-2011-8170, Professional Services in Management Services.

The \$167,812 for the Slow Street Program will be appropriated to the Golden Streets line item 249-2010-2011-8170, Professional Services in Management Services.

Task	Grant Funds
Slow Streets Pre-Design Outreach	\$25,000
Slow Streets Program	\$167,812
Traffic Studies for Mission Street and Meridian Avenue	\$64,985
TOTAL PROJECT COSTS	\$257,797
TOTAL AVAILABLE FUNDS	\$420,000
REMAING FUNDS AVAILABLE	\$162,203

As explained above, there is not a sufficient time available to identify and construct an alternate project before the given deadline of December 31, 2021. Therefore, the staff is recommending not to seek a reimbursement of \$162,203 which will reduce the city local match requirement from \$105,000 to \$64,449.25.

Environmental Analysis

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

Public Notification of Agenda Item

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

Attachments:

1. Professional Services Agreement - Iteris
2. Professional Services Agreement - Alta Planning + Design

ATTACHMENT 1
Professional Services Agreement – Iteris

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena / Iteris, 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 Iteris, Inc. (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: Traffic Study of Mission Street and Meridian Avenue.
- 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 June 17, 2021 to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Ghassan Shelleh, Deputy Director of Public Works. 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 Sixty Four Thousand Nine Hundred Eighty Five Dollars (\$64,985).
- 3.5. “Commencement Date”: September 1, 2021
- 3.6. “Termination Date”: Until completion of work

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

be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

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

\$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.

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

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

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

13. MUTUAL COOPERATION

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

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage

prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

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

If to Consultant

Iteris, Inc.
Viggen Davidian
801 South Grand Avenue, Suite 750
Los Angeles, CA 90017
Telephone: (213) 488-0345

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”
Iteris, 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: _____

EXHIBIT A

Scope of Work

TASK 1. PROJECT INITIATION

The Project initiation Task sets up the analysis to align with the goals and objectives of the City for this study.

Subtask 1.1. Project Kick-Off Meeting and Schedule

The consultant shall work with the City project manager to hold a kick-off meeting with City staff and the project team. The project goals and objectives; scope; and task, milestone, and review time schedule shall be presented at the meeting for City staff concurrence. Coordination, reporting, and deliverables shall be reviewed to ensure the study meets the City's expectations and coordinates with any other City efforts such as the Slow Streets Program and the In-Ground Retractable Bollards Design-Build. A schedule for four monthly (August to November) virtual project review meetings shall be set.

The proposed data collection locations and parameters shall be reviewed with City staff. If any previous data was collected at analysis locations, they may be used in substitution or addition to field counts collected as part of this project. The study area of the project is expected to be Grevelia Street on the north, Fair Oaks Avenue on the east, Monterey Road on the south and Pasadena Avenue on the west. However, the study area may be altered.

Key performance indicators for the analysis of existing and alternative scenario conditions such as peak hour intersection and crossing delay, capacity, parking, and bicycle and pedestrian conditions analysis shall be reviewed and agreed upon based on the goals and objectives of the Study and expected issue areas.

Subtask 1.2 Travel Demand Model Scenarios

The parameters of the scenarios to be modeled and studied shall be discussed at the kick-off meeting. This will allow time for the travel demand modeling to be run as an input into the analysis for existing and future (Year 2040) conditions. The consultant shall use the Southern California Association of Governments' (SCAG) regional travel demand model.

Since the analysis involves streets with limited coding in the SCAG travel demand model, the consultant shall review the network and make updates to correct the base network. Two locations shall need addressing based on the environmental analysis of the General Plan Update and Downtown Specific Plan are El Centro Road between Fremont Avenue and Fair Oaks Avenue which is coded as two lanes in each direction and the missing link of Meridian Avenue north of Mission Street. The consultant shall also work with the City to define any other future mobility projects in the study area to include in the travel model such as other Downtown Specific Plan Catalytic Projects along Fair Oaks Avenue.

The recommended travel demand model scenarios to support the analysis are Existing Conditions and Year 2040 Conditions with the following transportation network changes:

1. Closure of Meridian Avenue between Mission Street and El Centro Avenue,
2. Removal of one travel lane in each direction on Mission Street between Orange Grove Avenue and Fair Oaks Avenue
3. Both closure of Meridian Avenue between Mission Street and El Centro Avenue, and removal of one travel lane in each direction on Mission Street between Orange Grove Avenue and Fair Oaks Avenue.

Model outputs shall be shared with the Public Works Department prior to post-processing with the traffic count data to incorporate any feedback from the Public Works Department in the final analysis.

Deliverables

- Kick Off Meeting Agenda, Minutes and Action Items
- Project Schedule
- Travel Demand Model Scenarios

TASK 2. TRAFFIC STUDY

The Traffic Study task consists of the data collection and existing conditions report to set up the analysis of the alternative scenarios.

Subtask 2.1. Data Collection

Data collection shall include collection of information regarding the infrastructure and use of the study roadways. Information about the physical and operational infrastructure elements shall be collected from field review and City-provided data. This includes street width, lane configuration, parking, bike lanes and facilities, sidewalks, crosswalks, driveway access, intersection traffic controls, train crossing information, signal timing sheets—and other elements necessary for the proper analysis of the alternatives.

The consultant shall engage a professional traffic count subconsultant to collect turning movement count data to set the existing conditions traffic levels. Counts shall be collected between Tuesday and Thursday for both the AM (7AM to 9AM) and PM (3PM to 6PM) peak periods at intersections and over a continuous 24-hour period for roadway segments. Classification of autos, heavy vehicles, bicycle and pedestrians shall be tabulated. The exact date, times and locations of counts shall be approved by the Public Works Department prior to their authorization. The traffic counts shall be conducted in September when schools are in session.

The intersection traffic count locations to be used in the development of the cost proposal are shown in **Table 1** and **Figure 1**.

Table 1 - Intersection Traffic Count Locations

Location		Gold Crossing	Line
1	Mission Street at Fair Oaks Avenue	-	
2	Mission Street at Fremont Avenue	-	
3	Mission Street at Meridian Avenue	Mission Street	
4	Mission Street at Orange Grove Avenue	-	
5	El Centro Street at Fair Oaks Avenue	-	
6	El Centro Street at Fremont Avenue	-	
7	El Centro Street at Meridian Avenue	El Centro Street	
8	El Centro Street at Orange Grove Avenue	-	
9	El Centro Street at Pasadena Avenue	-	
10	Monterey Road at Fair Oaks Avenue	-	
11	Monterey Road at Fremont Avenue	-	
12	Monterey Road at Meridian Avenue	-	
13	Monterey Road at Orange Grove Avenue	Orange Avenue	Grove Avenue
14	Monterey Road at Pasadena Avenue (Monterey Road)	-	
15	Monterey Road at Pasadena Avenue (Pasadena Avenue)	Monterey Road	
16	Hope Street at Meridian Avenue	Hope Street	
17	Grevelia Street at Fremont Avenue	Grevelia Street	
18	Grevelia Street at Orange Grove Avenue	-	

In addition to the 18 intersection traffic count locations, three street segment locations shall have 24-hour bi-directional tube counts: Mission Street, El Centro Street, and Monterey Road at Meridian Avenue.

Figure 1 - Count Locations



The consultant shall summarize the existing use, operational and physical conditions of the study

area in an Existing Conditions Report. Metrics of analysis shall be consistent with the goals and objectives of the Traffic Study, such as peak hour intersection and crossing delay, queuing, capacity, parking, and bicycle and pedestrian conditions analysis. Key performance indicators from the kick-off meeting shall be utilized to describe existing conditions and compare to the alternative scenarios.

Deliverables

- Traffic Counts
- Infrastructure Inventory
- Existing Conditions Report

TASK 3. ANALYSIS

The Analysis task shall build from the travel demand model scenarios and existing conditions analysis to analyze the potential alternatives to indicate actions needed to meet the goals and objectives of the City.

Subtask 3.1. Alternatives Analysis

The consultant shall use the Synchro/Simtraffic software or equivalent software such as Vistro/Vissim as approved by the Public Works Department to conduct traffic simulation modeling for the various alternatives to be considered, to be performed as scenario testing based first on the existing conditions. Factors shall be calculated from field conditions and alternative scenarios. The existing conditions model shall be validated and calibrated to present field conditions and traffic counts as collected in Task 2. Key performance indicators and model features shall be output from the results of the calibrated model and then used to develop and adjust for alternative scenarios.

Bicycle treatments consistent with the City's Bicycle Master Plan shall be reviewed as part of the analysis. Safety review of intersection crossings for bicycles and pedestrians for issues such as sight lines, appropriate crossing treatment options, and any safety countermeasures for locations with a history of pedestrian and bicycle-involved collisions. A bicycle level of traffic stress (LTS) analysis shall be conducted to demonstrate before and after conditions for bicyclists along the study roadways.

The travel demand model outputs developed as part of the Task 1 modeling work shall be used to assess the redistribution and future growth of traffic volumes for an existing conditions and no-build Year 2040 analysis. The City's General Plan Update land use changes shall be incorporated into the future Year 2040 analysis. The consultant shall then incorporate the various alternatives as scenarios within the traffic analysis software environment and apply the anticipated changes to lane geometrics, travel patterns, and signal phasings/timings. The consultant shall provide the Public Works Department with its preliminary analysis findings in graphics and tabular format within a draft report for a three-week review period and incorporate any feedback from the Public Works Department in the final report.

Deliverables

- Draft and Final Traffic Analysis Report

Subtask 3.2. Public Meeting Presentations

The consultant shall provide two public meetings presentations to the Mobility and Transportation Infrastructure Commission and City Council to present the findings and recommendations from the Traffic Analysis Report. The consultant has presented to both the City's Planning Commission and City Council in 2020 for the adoption of new traffic analysis guidelines and in 2021 for the environmental analysis of the City's General Plan Update and Downtown Specific Plan. The presentations shall cover the context of the analysis, findings and recommendations of mitigating actions to improve mobility and safety to meet the City's goals and objectives for the corridor.

Deliverables

- Presentations at Public Meetings

EXHIBIT B

Fee Schedule

ITERIS STAFF HOURS									
TASKS	Viggen Davidia	Sean Daly	Ted Huynh	Chris Devlin	Jin Eo	Support Staff	LAB OR HOURS		
<i>Staff Rates</i>	\$345	\$235	\$235	\$230	\$130	\$165	RS	COST	
Task 1.1 Kick-Off and Schedule	2	4	4		4	2	16	\$3,420	
Task 1.2 Travel Demand Model Scenarios		5		20		2	27	\$6,105	
Task 2.1 Data Collection		4			6	2	12	\$2,050	
Task 2.2 Existing Conditions Report	2	6	8		16	2	34	\$6,390	
Task 3.1 Alternatives Analysis	4	32	48		80	2	166	\$30,910	
Task 3.2 Public Meetings	2	8		8		2	20	\$4,740	
Contingency		2	8		20		30	\$4,950	
Total Hours Labor	10	61	68	28	126	12	305	\$58,565	
	Traffic Counts (18 peak hour intersections and three ADT counts)							\$6,270	
	Other Costs (Mileage, etc.)							\$150	
TOTAL COST ESTIMATE								\$64,985	

ATTACHMENT 2
Professional Services Agreement –
Alta Planning and Design Inc.

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena / *Alta Planning and Design, 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 Alta Planning and Design, Inc. (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: Slow Streets 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 June 17, 2021 to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Ghassan Shelleh, Deputy Director of Public Works. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is One Hundred Sixty Seven Thousand Eight Hundred Twelve Dollars (\$167,812).
- 3.5. “Commencement Date”: September 1, 2021
- 3.6. “Termination Date”: Through completion of work

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. Emily Duchon, 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: City of South Pasadena Slow Streets Program
 - 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: Margaret Lin, Manager of Long Range Planning and Economic 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

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

If to Consultant

Emily Duchon
Alta Planning and Design, Inc.
711 SE Grand Avenue
Portland, OR 97214
Telephone: (734) 678-7096
Facsimile: (530) 230-9864

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”
Alta Planning and Design, 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: _____

EXHIBIT A

Scope of Work

TASK 1. PROJECT INITIATION

Task 1.1: Project Kick-Off Meeting and Schedule

The consultant shall work with the City Project Manager to draft a schedule and hold a kick-off meeting with City staff. The meeting shall be comprised of key staff members from the City and the consultant's team. The goals of the kick-off meeting may include but are not limited to:

- Review project goals and objectives
- Review and confirm scope and project schedule
- Identify relevant project information (e.g. GIS data, road surveys, on-going projects and previous outreach)
- Discuss stakeholder engagement, finalize potential Work Group, and identify potential issues/challenges
- Establish primary points of contact and communication protocols
- Discuss and finalize reporting and invoicing requirements

The consultant shall finalize a project schedule within ten (10) working days after the kick-off meeting, the schedule shall identify project milestones (tasks) and include time for City staff review of work products throughout the project. The meeting summary shall state project goals, objectives and action items.

Anticipated time to complete 2 weeks

DELIVERABLES:

- Agenda
- Meeting Summary of Kick-off Meeting
- Finalized Project Schedule

TASK 2: COMMUNITY OUTREACH PLAN

Task 2.1 Pre-design Outreach Review

The consultant, ActiveSGV, and the Arroyo Group are currently conducting the pre-design public outreach which shall allow the team to seamlessly incorporate the pre-design work into

the project. The consultant shall work with the City to review the outreach information provided by stakeholders and identify issues and opportunities to help determine locations for demonstration installation and the types of infrastructure that will be demonstrated.

Anticipated time to complete: 2 weeks

DELIVERABLES:

- Finalized locations for demonstration installation (2) locations, (1) within business district and (1) on residential street
- Finalize the types of demonstration infrastructure that will be installed

Task 2.2 Community Outreach

Engagement is essential to success of demonstration project. The consultant shall commit to creating an overall engagement strategy that will use a wide array of public outreach strategies and tools. The consultant shall use the pre-design public outreach as well as previous outreach efforts to focus on proven and successful tools that have been used within South Pasadena. The outreach efforts shall engage community members both in the specific demonstration locations as well as the city at large, the consultant shall provide localized outreach such as door-to-door notifications and flyers to local groups and businesses. To engage a wider audience, the consultant shall provide social media kit, tabling at public community events (e.g., Farmer's Market), and presentations at local community groups. The consultant shall consult and solicit input from the Working Group to provide input on the engagement process and design of the Slow Streets Program and demonstration event. To bolster community engagement, the community outreach shall continue as the demonstration project is in place. The tabling at the Farmers' Market or other community events continues through the demonstration process.

Anticipated time to complete: 4 months (1 month for project design/location, 3 months for education/engagement (tabling at events))

DELIVERABLES:

- Final Demonstration project strategies and locations
- Outreach materials
 - » Outreach materials design
 - » One (1) round door-to-door notification of project area

- » Up to ten (10) pop up booths in public spaces and at community events (e.g., Farmer's Market)
- » One (1) round of text banking to South Pasadena residents (to all registered cell phone numbers in South Pasadena)
- » One (1) Social media kit consisting of at least five sample posts for the City—includes professional street and drone photography
- » One (1) round of project poster/flyer distribution to local groups and businesses
- Presentation
 - » Up to two (2) presentations—one (1) local community and one (1) commission meeting or City Council meeting

TASK 3: SLOW STREETS PROGRAM

Task 3.1 Engineering Drawings

The consultant shall provide traffic calming measures that include preparation of directive plans depicting striping layout, curb extension layouts, parking layouts and dimensions needed to properly install the project demonstration improvements. Specifically, the consultant shall prepare directive plans and traffic control plans at (1"= 40'; dual panel) for review and comment by the City of South Pasadena.

The project is tentatively located on Mission Street, and, the design will include curb extensions, temporary parklets, lane reductions, flex bollards, high visibility crosswalks, and Slow Streets signage. Another neighborhood slow street traffic calming measure at a location to be determined during the kick-off meeting shall also be included.

This implementation may feature high visibility crosswalks, chicanes/curb extensions, Slow Streets signage, a mini traffic circle, and bicycle sharrows markings. The directive plans shall show new curb lines, striping, parklet improvements, signage, street names, and other pertinent information to allow for the implementation of these traffic calming measures. The traffic control plans shall adhere to the latest California Manual on Uniform Traffic Control Devices (CA MUTCD) guidelines, NACTO *Urban Design Guidelines* and any applicable City of South Pasadena standard plans. The traffic control plans shall show a breakdown of stages needed to implement materials for the demonstration project. The directive plans and traffic control plans shall be prepared in AutoCAD. This task includes one round of comments from the City and shall be incorporated as the basis for the demonstration project.

Anticipated time to complete: 2 months

DELIVERABLES:

- Draft and Final Slow Streets Directive Drawings

- » Title Sheet/General Notes: 1 Sheet

- » Directive Plans: Up to 4 Sheets

TOTAL: 5 Sheets

- Draft and Final Demonstration Traffic Control Plan

- » General Notes/Details: 1 Sheet

- » Traffic Control: 4 Sheets

TOTAL: 5 Sheets

- The consultant shall prepare the necessary specifications and special conditions required for this project, and get them approved by Public Works staff.
- The project must meet the design requirements, City of South Pasadena NACTO Urban Bikeway Design Guide, and Caltrans Highway Design Manual.

EXCLUSIONS:

1. City of South Pasadena shall make any readily available information accessible to the consultant. This includes all pertinent improvement plans, “to-scale” drawings, “as-built” plans, utility plans, site improvement plans for the project, if available.
2. Utility relocation design, and coordination is not a part of this proposal. However, Consultant is responsible for identifying if utility relocation is required.
3. Except for business license required pursuant to this contract, no permits are required for this project as all processing and reviews will be through City of South Pasadena.

Task 3.2 Community Meetings

Community support is important to the success of the project and ensuring we have a design that addresses the goals of the community is integral to that process. To keep the community informed and engaged in the project, the consultant shall plan, coordinate, and host two community meetings that are open and accessible to the public. Pending COVID-19 physical distancing requirements, these meetings shall be in-person.

The consultant shall present the final demonstration drawings at two (2) community meetings to solicit public input and feedback on the design. The consultant shall provide the feedback in

meeting summaries and work with the city to incorporate community input into the demonstration project. The City shall help in securing the location of the community meetings. To help ensure participation the consultant shall assist in noticing and outreach for the meetings.

Anticipated time to complete: 2.5 weeks

DELIVERABLES:

- Hosting two (2) community meetings at location TBD in City of South Pasadena
 - » Agenda
 - » Presentation
- Two (2) meeting summaries
- Additional noticing/outreach for meeting

Task 3.3 Demonstration Project

The consultant shall coordinate with the Public Works Department to procure, install, maintain, and remove all applicable traffic control devices. The consultant shall prepare traffic control plans in accordance with the CA MUTCD, and coordinate such efforts with the Public Works Department. The implementation plan shall provide details of the roles and responsibilities for the installation of the multi-month demonstration project. This shall include detail on location, time of the installation, and who will be installing which elements. The final design for the demonstration project shall be installed per the traffic control drawings created in task 3.1. The consultant shall coordinate with City staff to procure all necessary traffic control devices and to support the installation through its proposed duration (three (3) month demonstration period). The consultant shall not be purchasing or renting the materials as the city has earmarked \$48,000 for other Public Safety and Traffic Control Equipment/Services as part of the grant repurposing.

Anticipated time to complete: 3 months

DELIVERABLES:

- Demonstration project implementation plan
- Installation, maintenance and removal of demonstration installation
- Photography/documentation of the demonstration project

TASK 4: PROJECT EVALUATION

Tracking the metrics that matter to the community can demonstrate the value of the project. At the kick-off meeting, the consultant shall confirm goal related evaluation criteria for the City. The evaluation methods shall be based on the goals of the project. The tools used to evaluate the demonstration project shall include surveys (English and Spanish), bicycle and pedestrian counts, and observations of user behavior. The bicycle and pedestrian counts shall be conducted using the Southern California Association of Governments Count methodology. These counts shall be conducted in two (2) rounds and three (3) locations with three (3) counts per location for a total of 18 two-hour counts.

The Evaluation Memo shall synthesize the measurable and observational data gathered throughout the course of the project and shall document public support for the types of interventions that are being piloted through the demonstration projects. The consultant shall document community input on proposed changes in street design, and conduct intercept surveys and analysis in targeted locations during the demonstration period the effect of the Slow Street Program strategies.

Anticipated time to complete: 2 months

DELIVERABLES:

- Evaluation survey (English and Spanish/other language as directed by staff)
- Survey summary
- Bicycle and pedestrian count sheets and count summaries
 - Two (2) rounds of manual pedestrian and bicycle counts (three locations) along demo area (three counts per location per SCAG methodology - Tue/Thu AM/AM and Sat) - 18 two-hour counts
- Draft and final evaluation plan

TASK 5: PROJECT ADMINISTRATION

The consultant shall adhere to the project schedules and protocols established in task 1 at the kick-off meeting. The consultant shall regularly report to the City Project Manager, providing email updates and progress reports on or before the 30th day of each month. If there are any project schedule delays, the consultant and the City's Project Manager shall agree on strategies to correct and mitigate the delay to keep the project on schedule.

Anticipated time to complete: Duration of the project

DELIVERABLES:

- Monthly updates (progress report)
- Meeting summaries

TASK 3.1.1 PARKLET/BULB-OUT PROTOTYPE DESIGNS

The consultant shall prepare prototypical parklet designs that would feature upgraded temporary improvement ideas and experiences from currently implemented solutions. All design features shall be moveable or removable in application and shall also include new art and placemaking ideas, as well as potentially new greening and shading. The consultant shall work with Public Works and other relevant City departments to ensure new parklets are safe while also aesthetically pleasing. Prototype parklet designs shall cover angled parking, parallel parking, and bulb-out corner conditions.

Anticipated time to complete: 2 months

DELIVERABLES:

- Up to three (3) enlarged concept plans providing prototypical designs for each of the three prototype parklet design conditions for the project. Concept plans shall express the proposed layout and arrangement of new temporary elements such as: painting / striping, site furniture, planter pots, artwork / art intent, prefabricated shade structures / umbrellas, protective vehicular barriers, raised / pedestal paving areas, and any other elements needed to complete a comfortable and unique outdoor seating space
- One (1) overall concept plan locating parklet prototypes at specific locations with contextual consideration within the framework of the complete project improvements. Prior to commencing work, the “specific locations” shall be proposed by consultant to Public Works for approval.
- Support images for key elements and features
- Conceptual sections/elevations, as needed, to convey design intent for any vertical elements
- Research and options into alternative protective barrier solutions and aesthetic treatments

- Summary report, 11 x 17 format

Task 3.1.2 Parklet/Bulb-Out Prototype Designs – Detailed Design

The consultant shall develop conceptual prototype designs to a detailed design level that could then be provided to a Contractor for implementation. The consultant shall provide specifications as required.

Anticipated time to complete: 2 months

DELIVERABLES:

- Up to three (3) Enlarged Layout and Materials Plans, one for each parklet prototype indicating material / element callouts, element layout dimensions, spot grades, and any other information required to convey implementation intent for the parklets
- One (1) Furniture Schedule indicating detailed supplier information including specific element model numbers, finishes, mounting types, and other information needed to procure prefabricated elements
- Landscape Details, as required, to assist in implementation intent for the parklets
- Planting Design / Planting Schedule, as required, with detailed information about plant types, sizes, and layout intent for any parklet planter pots
- Technical Drawing Sheets, 24”x36” format
- Construction Specifications, These specifications shall conform to the City of South Pasadena NACTO Urban Bikeway Design Guide, and Caltrans Highway Design Manual.

Task 3.1.3 Renderings (if not designed in Phase 1-Visioning)

The consultant shall prepare conceptual renderings for proposed improvements that can be used for presentation and promotional purposes. Deliverables shall include less developed working/study views OR more developed rendered presentation graphics. This scope shall include one round of view option selection and one round of minor revision commenting.

Anticipated time to complete: 2 months

DELIVERABLES:

- Renderings. After review of the conceptual plan, consultant and Public Works staff shall confer regarding:
 - Preparation of up to three (3) working/study renderings. Renderings shall be

produced in SketchUp and shall express the overall character of the spaces but not be photorealistic in detail. The consultant shall focus on specific spaces and not be overall aerial views of the entire study area.

-OR-

- Preparation of one (1) professional photo-realistic rendering for each prototype

EXCLUSIONS:

1. Cost Estimating
2. Phasing Strategies
3. Parking Studies or Management Programs
4. Surveying. The consultant shall prepare design information based on what is able to be viewed visually.
5. Transportation Engineering
6. Lighting Design
7. Electrical Design

EXHIBIT B
Fee Schedule

TASK	Alta Planning + Design, Inc.								ActiveSGV						Arroyo Group			Total Task Hours	Total Task Fee	
	Principal-in-Charge	Project Manager	Urban Design Lead	Engineering Lead	Engineer	Planner	Designer	Executive Director	Special Programs Director	Program Specialists	Community Engagement Specialists	Outreach Associates	Photographer	Principal/PM	Sr Associate - Design	Associate Graphics/GIS				
	Emily Duchon	Samuel Znelmer	James Powell	Markos Legesse	Talia Agazaryan	Sean Hernandez	Daniel Scheir	David Diaz	Wes Reutimann	Danielle Zamora	Edward Duong, Francisco Odeja	Multiple	TBD	Philip Burns	Lance Lowrey	Daniela Orellana				
	2021 Hourly Rate*	\$232	\$130	\$191	\$183	\$142	\$119	\$97	\$64	\$65	\$54	\$45	\$35	\$25	\$175	\$135	\$100			
1 Project Initiation	2	6	0	2	0	0	0	0	3	0	0	0	0	3	3	0		19	\$2,735	
1.1 Project Kick-Off Meeting and Schedule	2	6	0	2	0	0	0	0	3	0	0	0	0	3	3	0		19	\$2,735	
2 Community Outreach Plan	4	25	0	8	0	6	0	20	37	60	160	50	0	2	2	0		374	\$22,851	
2.1 Pre-design Outreach Review	2	15	0	4	0	0	0	0	0	0	0	0	0	2	2	0		25	\$3,766	
2.2 Community Outreach	2	10	0	4	0	6	0	20	37	60	160	50	0	0	0	0		349	\$19,085	
3 Slow Streets Program	8	36	24	76	180	16	20	0	68	79	200	50	16	32	32	16		853	\$85,788	
3.1 Engineering Drawings	2	8	24	64	180	16	10	0	0	0	0	0	0	4	8	0		316	\$48,014	
3.2 Community Meetings	2	8	0	4	0	0	0	0	8	15	20	0	0	20	16	16		109	\$11,726	
3.3 Demonstration Project	4	20	0	8	0	0	10	0	60	64	180	50	16	8	8	0		428	\$26,048	
4 Project Evaluation	8	25	0	8	0	4	0	0	40	50	96	48	0	4	2	0		285	\$19,316	
4.1 Project Evaluation	8	25	0	8	0	4	0	0	40	50	96	48	0	4	2	0		285	\$19,316	
5 Project Administration	4	34	0	0	0	0	0	0	0	0	0	0	0	0	0	0		38	\$5,348	
5.1 Project Administration	4	34	0	0	0	0	0	0	0	0	0	0	0	0	0	0		38	\$5,348	
Staff Hours	26	126	24	94	180	26	20	20	148	189	456	148	16	41	39	16		1569	\$136,038	
Labor Total	\$6,032	\$16,380	\$4,584	\$17,202	\$25,560	\$3,094	\$1,940	\$1,280	\$9,620	\$10,206	\$20,520	\$5,180	\$400	\$7,175	\$5,265	\$1,600			\$136,038	
Printing & Expense																			\$2,300	
Contingency (10%)																			\$13,834	
Project Total																			\$152,172	
Budget does not include cost for purchase or rental of demonstration project materials City has reserved \$48,000 for Other Public Safety and Traffic Control Equipment/Services as part of the grant repurposing																				
Optional Task																				
3.1.1 Parklet/Bulb-out Prototype Designs															48				\$6,480	
3.1.2 Parklet/Bulb-out Prototype Designs - Detailed Design															32	16			\$5,920	
3.1.3 Renderings															24				\$3,240	
																		5	\$1,640	
																			Total with Optional Tasks: \$	167,812



City Council Agenda Report

ITEM NO. 17

DATE: September 1, 2021

FROM: Arminé Chaparyan, City Manager *AC for A.C.*

PREPARED BY: Margaret Lin, Acting Director of Planning and Community Development

SUBJECT: **First Reading and Introduction of a Zoning Code Amendment (0064-ZCA) Amending Section 36.230.030 (Commercial District Land Uses and Permit Requirements) of Division 36.230 (Commercial Zoning Districts) of Article 3 (Site Planning and General Development Standards) of Chapter 36 (Zoning) of the South Pasadena Municipal Code; Section 36.395.020 (“Exempt Developments”) of Division 36.390 (“Public Art Program”) of Chapter 36.395 (“Public Art Development”) of Article III of Chapter 36; and Section 4.3 (Conditional Uses) of the Mission Street Specific Plan Regarding Permit Requirements**

Recommendation

It is recommended that the City Council conduct the First Reading and Introduction to adopt a Zoning Code Amendment (0064-ZCA) amending:

1. Section 36.230.030 (Commercial District Land Uses and Permit Requirements) of Division 36.230 (Commercial Zoning Districts) of Article 3 (Site Planning and General Development Standards) of Chapter 36 (Zoning) of the South Pasadena Municipal Code (SPMC);
2. Section 36.395.020 (“Exempt Developments”) of Division 36.390 (“Public Art Program”) of Chapter 36.395 (“Public Art Development”) of Article III of Chapter 36; and
3. Section 4.3 (Conditional Uses) of the Mission Street Specific Plan (MSSP) regarding permit requirements.

Commission Review and Recommendation

On August 25, 2021, the Planning Commission held a special meeting and adopted Resolution 21-09 recommending to the City Council to adopt the proposed zoning code amendment.

Discussion/Analysis

The proposed amendments to the SPMC and MSSP would provide greater flexibility and opportunities for businesses interested in locating in South Pasadena. The goal is to support local businesses as part of the COVID-19 pandemic recovery efforts and to create a more business friendly environment to attract additional investment in the City. Switching from a Conditional

Use Permit (CUP) to an Administrative Use Permit (AUP) for the following uses will help reduce the application approval process timeline and reduce the cost of doing business:

- Schools - Specialized education, tutoring, and training (3,000 square feet or less);
- Studios/Health/Fitness Facilities - dance, martial arts, music, photography, etc. (3,000 square feet or less);
- Outdoor display and retail activities;
- Restaurants with outdoor dining; and
- Child/adult day care centers (3,000 square feet or less)

Currently, the CUP fee is \$3,655 and AUP fee is \$1,625. The City’s Master Fee Schedule is updated annually to adjust for CPI.

Land Uses Requiring Conditional Use Permits

The current SPMC requires different uses to obtain a Conditional Use Permit (CUP) in order to operate in the Commercial General Zone. Staff recommends amending Section 36.230.030 to replace the CUP requirements for the following uses with an Administrative Use Permit:

TABLE 2-4. ALLOWED USES AND PERMIT REQUIREMENTS FOR COMMERCIAL & BUSINESS PARK DISTRICTS	P				Permitted Use
	CUP				Conditional Use Permit required
	AUP				Administrative Use Permit required
	—				Use not allowed
	PERMIT REQUIREMENT BY ZONE			Specific Use Regulations	
LAND USE (1)	CO	CG	BP		
MANUFACTURING & PROCESSING USES					
Electronics, equipment, and appliance manufacturing	—	—	P		
Food and beverage products manufacturing	—	—	P		
Furniture/fixtures manufacturing, cabinet shops	—	—	P		
Handcraft industries, small-scale manufacturing, less than 3,500 sf	—	—	P		
Handcraft industries, small-scale manufacturing, 3,500 sf or more	—	—	CUP		
Laundries and dry cleaning plants, less than 3,500 sf	—	—	P		
Laundries and dry cleaning plants, 3,500 sf or more	—	—	CUP		
Media post production facilities	—	—	P		
Metal products fabrication, machine/welding shops	—	—	P		
Photographic processing plants, less than 3,500 sf	—	—	P		
Photographic processing plants, 3,500 sf or more	—	—	CUP		
Plumbing and heating shops, less than 3,500 sf	—	—	P		
Plumbing and heating shops, 3,500 sf or more	—	—	CUP		

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Printing and publishing, less than 3,500 sf	—	P	P	
Printing and publishing, 3,500 sf or more	—	P	CUP	
Recycling facilities	—	CUP	CUP	36.350.160
Recycling facilities—Reverse vending machines	—	P	P	36.350.160
Warehouses, wholesaling and distribution	—	—	P	
RECREATION, EDUCATION & PUBLIC ASSEMBLY USES				
Adult entertainment businesses	—	—	(2)	36.350.030
Clubs, lodges, fraternal organizations	—	CUP	CUP	
Health and fitness facilities	—	CUP	CUP	
Indoor amusement/entertainment facilities	—	P	CUP	
Libraries, museums, galleries	—	AUP	CUP	
Outdoor recreation facilities	—	CUP	CUP	
Schools—Private	—	CUP	CUP	
Schools—Specialized education, <u>tutoring</u> , and training	—	<u>AUP/CU</u> P	CUP	3,000 sq. ft. or smaller requires an AUP, greater than 3,000 sq. ft. requires a CUP
Special needs educational and training facilities	—	CUP	CUP	
Studios/ <u>Health/fitness facility</u> - dance, martial arts, music, photography, etc.	— <u>AUP/CU</u> P	<u>AUP/CU</u> P	CUP	3,000 sq. ft. or smaller requires an AUP, greater than 3,000 sq. ft. requires a CUP
Theaters and auditoriums	—	CUP	—	
Community gardens	CUP	CUP	CUP	36.350.230
RESIDENTIAL USES				
Emergency shelter	—	—	P	36.350.250
Live/work units	—	—	—	36.350.110
Mixed-use projects	CUP	CUP	—	36.350.120
Single room occupancy	—	—	P	36.350.260
RETAIL TRADE				
Alcoholic beverage sales	—	CUP	—	36.350.040
Auto parts sales	—	P	—	
Auto sales and rental	—	CUP	CUP	
Building material stores	—	P	CUP	36.350.220

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Coffee roasting and packaging, retail	—	CUP	—	
Construction/heavy equipment sales and rental	—	CUP	CUP	
Convenience & liquor stores	—	CUP	—	36.350.040
Department stores	—	P	—	
Equipment sales and rental	—	CUP	CUP	
Extended hour businesses (11:00 p.m. to 6:00 a.m.)	—	CUP	CUP	
Furniture, furnishings and appliance stores	—	P	—	
Gas stations	—	CUP	CUP	
General retail	—	P	CUP	36.350.140, 36.350.220
Grocery stores	—	AUP	—	
Hardware stores	—	P	—	
Multitenant retail	—	CUP	—	
Outdoor display and retail activities	—	CUP <u>AUP</u>	CUP	
Plant nurseries and garden supply stores	—	P	—	36.350.140, 36.350.220
Restaurants	CUP	P	P	
Restaurants, multitenant retail		CUP(3)		
Restaurants, take-out and with accessory retail food	CUP	P	P	
Restaurants, with catering	CUP	CUP	CUP	
Restaurants, with catering and/or accessory retail food	CUP	CUP	CUP	
Restaurants, with outdoor dining <u>only</u>	CUP <u>AUP</u>	AUP	CUP <u>AUP</u>	36.350.130
Second hand stores	—	P	—	
Tobacco retailer—Primary use	—	P	CUP	SPMC Chapter 18, Part 6 or its successor
Tobacco retailer—Accessory use	—	As required for the primary use that the accessory use is associated with	As required for the primary use that the accessory use is associated with	
Warehouse retail	—	CUP	—	36.350.220
SERVICES—BUSINESS & PROFESSIONAL				

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Automated teller machines (ATMs)	P	P	P	36.350.060
Banks and financial services	—	P	P	
Business support services	—	CUP	P(5)	
Offices—Production, research and development	P	P	P	
Offices—Professional and administrative	P	P	P	
SERVICES—OTHER				
Ambulance service	—	CUP	CUP	
Bed and breakfast inns	CUP	CUP	—	
Child/adult day care centers	—	AUP/CUP	CUP	3,000 sq. ft. or smaller requires an AUP, greater than 3,000 sq. ft. requires a CUP
Contractor storage yard	—	—	CUP	
Convenience services	P	P	P	
Hotels and motels	—	CUP	—	
Medical services—Clinics	—	CUP	—	
Medical services—Laboratories	—	CUP	P	
Medical services—Offices	P	P	P	
Massage Establishment	—	CUP	—	SPMC 17.15(B)
Personal services	CUP(4)	P	—	SPMC 17.13
Personal services—Restricted	—	AUP	—	
Vehicle repair and maintenance—Major repair work	—	CUP	—	
Vehicle repair and maintenance—Service and maintenance	—	CUP	—	
Veterinary clinics, hospitals, kennels	—	CUP	CUP	
Wine cellar	—	P	P	
TRANSPORTATION & COMMUNICATIONS				
Parking facilities/vehicle storage	—	CUP	—	
Broadcasting studios	—	CUP	P	
Telecommunications facilities	CUP	CUP	CUP	36.350.210
Notes:				
(1) See Article 7 for land use definitions.				
(2) Requires an Adult Business Permit in compliance with Section 36.350.030.				
(3) If multitenant retail complies with the parking regulations in Section 36.310.040, a CUP is required if a new restaurant would cause the restaurant square footage in the multitenant retail to exceed twenty percent of the total square footage. If the multitenant retail is legal nonconforming with the parking regulations in Section 36.310.040, a CUP is required if a restaurant use in an existing space has been abandoned for a period of eighteen months or				

longer, and for all additional restaurants in new spaces or spaces previously occupied by a non-restaurant.
 (4) Personal services are not permitted on parcels located within the Fremont Corridor as defined in the Land Use and Community Design Element of the South Pasadena General Plan. The Fremont Corridor includes a mixture of residential and small-scale professional office uses lining the busy and heavily traveled section of Fremont Avenue from Monterey Road north to the Pasadena Freeway, properties fronting Mound Avenue between Hope Street and the Pasadena Freeway.
 (5) Business support services consisting of laboratory uses require a CUP.

The current Public Art Program includes an exemption for affordable housing and does not provide specific language regarding whether such exclusion applies to the entire project or the subject units. Staff has previously interpreted this to mean the exclusion applies to the whole project. On April 7, 2021, the City Council adopted the Inclusionary Housing Ordinance requiring new multi-family residential development to include 20% of the base number of units in the project as affordable. With the adoption of the Inclusionary Housing Ordinance, nearly all multi-family residential development projects could be exempt from the Program. In anticipation of upcoming development applications, staff recommends the following amendment to clarify the affordable housing exemption to only the affordable housing units and requiring the remaining portions of the development project to adhere to the Program requirements:

“36.395.020 Exempt Developments.

The following developments or modifications, alterations, and additions to the developments are exempt from this division: affordable housing **units**, performing arts facilities, museums, private nonprofit and institutional uses, interior remodel or tenant improvements, seismic reinforcement, and rebuilding necessitated by a natural disaster.”

In addition, staff recommends amending Table 5 “Permitted Land Uses” and Section 4.3 (Conditional Uses) of the MSSP to provide flexibility and attract uses that would contribute to a thriving downtown. The following amendments are proposed:

Table 5 Permitted Land Uses

District	District Function	Ground Floor Uses On Street Frontages	Other Uses ¹
A	Pedestrian-Oriented Mixed-Use/Commercial Core and Nodes	Convenience Retail and Services Restaurants Special Retail <u>Studios (3,000 sq. ft. or smaller art, dance, music, yoga, exercise)²</u> <u>Small educational facilities (3,000 sq. ft. or smaller tutoring, training)²</u>	Live/Work Space Housing units Hotel or Bed and Breakfast inn with up to 16 rooms Offices <u>Studios (greater than 3,000 sq. ft. art, dance, music, yoga, exercise or in locations other than ground floor on street frontages)</u> Cottage Industry in Live/Work Space Extensions of ground floor uses
B	Complementary Use Areas	Office	Office

		Cottage Industry Live/Work Space Housing Units	Cottage Industry Live/Work Space Housing Units
C	Transitional Edges	NA Professional Office or Bed and Breakfast Inn in renovated Historic Resources or in new buildings of a similar style or size Multi-family housing or parking	Same uses permitted on all floors
C-2	Transitional Edge 700, 704 Prospect Avenue; 909, 913 Magnolia Street	Professional Office or Bed and Breakfast Inn in renovated Historic Resources or in new buildings of a similar style or size Two-family housing or parking	Same uses permitted on all floors
D	Community Services	NA Publicly owned facilities that primarily provide services to residents	Same uses permitted on all floors
E	Open Space	NA Publicly owned facilities that primarily provide services to residents	Same uses permitted on all floors
¹ For some uses a Conditional Use Permit is required ² <u>For some uses an Administrative Use Permit is required</u>			

“The following uses are permitted, subject to the specified limitations, provided a conditional use permit is obtained:

4.3 Conditional Uses

The following uses are permitted, subject to the specified limitations, provided as conditional use permit is obtained:

4.3.1 District A

- A. Bars in conjunction with and within restaurants. A bar shall not comprise more than 20% of a restaurant’s total floor area.
- B. Live entertainment in restaurants, studios, or other establishments
- C. Financial Services in ground floor storefront space, provided each Financial Service occupies not more than two storefront bay and there are not more than two storefront bays occupied by Financial Services per Block Face, except where the Block Face exceeds 300 feet in length, in which case one additional Financial Service is permitted for each additional 150 feet of street frontage.
- D. ~~Studios, including art, dance, music, yoga, exercise and similar uses, and Studios~~ (greater than 3,000 sq. ft. art, dance, music, yoga, and exercise or in locations

other than ground floor on street frontages) and Cottage Industry uses are permitted behind the storefront space or on second floors.

~~E. Automobile repair uses, excluding painting or body work, on parcels which do not abut Mission Street, provided such uses are located within or behind a storefront building that meets the standards and guidelines in this Specific Plan.~~

F. Service stations (as defined in Section 36.162 of the Zoning Code) in the West Area.”

The proposed changes are consistent with the district function of District A as a “Pedestrian-Oriented Mixed-Use/Commercial Core and Nodes”.

Next Steps

1. September 15, 2021 - City Council Second Reading and Adoption

Background

On March 4, 2020, Governor Gavin Newsom declared a state of emergency in California as a result of COVID-19 pandemic. On August 5, 2020, the City Council authorized the Al Fresco Dining and Retail Pilot Program to support local businesses effected by the pandemic. As the pandemic continues, the need to continue to support local businesses will be paramount to the survival of the City’s business district. Eliminating inconsistencies and ambiguities in the City’s Zoning Code will help establish a more business friendly environment.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

The financial impact is not anticipated to be significant. There will be a slight reduction in fees, due to the cost difference between CUP’s and AUP’s. The amount of staff time to process an AUP is less than the staff time to process a CUP.

Environmental Analysis

In accordance with the CEQA, the proposed Zoning Code Amendment is exempted from CEQA under the general rule exemption, Section 15061(b)(3), which states 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 Zoning Code Amendment may have a significant effect on the environment because the proposed amendment is removing inconsistencies and clarifies standards in the SPMC.

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 notice in the *South Pasadena Review*.

Zoning Code Amendment (0064-ZCA)
September 1, 2021
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Attachments:

1. Ordinance
2. Planning Commission Resolution

ATTACHMENT 1
Ordinance

ORDINANCE NO. _____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA AMENDING SECTION 36.230.030 (“COMMERCIAL DISTRICT LAND USES AND PERMIT REQUIREMENTS”) OF DIVISION 36.230 (“COMMERCIAL ZONING DISTRICTS) OF ARTICLE 3 (SITE PLANNING AND GENERAL DEVELOPMENT STANDARDS”) OF CHAPTER 36 (“ZONING”) OF THE SOUTH PASADENA MUNICIPAL CODE; SECTION 36.395.020 (“EXEMPT DEVELOPMENTS”) OF DIVISION 36.390 (“PUBLIC ART PROGRAM”) OF CHAPTER 36.395 (“PUBLIC ART DEVELOPMENT”) OF ARTICLE III OF CHAPTER 36; AND SECTION 4.3 (“CONDITIONAL USES”) OF THE MISSION STREET SPECIFIC PLAN REGARDING PERMIT REQUIREMENTS

WHEREAS, a code amendment has been developed for the City Council’s consideration that would amend Section 36.230.030 (“Commercial District Land Uses and Permit Requirements”) of Division 36.230 (“Commercial Zoning Districts”) of Article 3 (“Site Planning and General Development Standards”) of Chapter 36 (“Zoning”) of the South Pasadena Municipal Code; Section 36.395.020 (“Exempt Developments”) of Division 36.390 (“Public Art Program”) of Chapter 36.395 (“Public Art Development”) of Article III of Chapter 36; and Section 4.3 (“Conditional Uses”) of the Mission Street Specific Plan Regarding Permit Requirements; and

WHEREAS, on August 25, 2021, the Planning Commission held a duly noticed public hearing on this matter, at which all interested parties were given the opportunity to be heard and present evidence; and

WHEREAS, the Planning Commission adopted a resolution recommending that the City Council adopt an ordinance amending Section 36.230.030 (“Commercial District Land Uses and Permit Requirements”), Section 36.395.020 (“Exempt Developments”), and Section 4.3 (“Conditional Uses”).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1. Section 36.230.030 (“Commercial District Land Uses and Permit Requirements”) of Division 36.230 (“Commercial Zoning Districts”) of Article 3 (“Site Planning and General Development Standards”) of Chapter 36 (“Zoning”) of the SPMC shall be amended as follows, with additions denoted in underline and deletions noted in ~~striketrough~~:

TABLE 2-4. ALLOWED USES AND PERMIT REQUIREMENTS FOR COMMERCIAL & BUSINESS PARK DISTRICTS	P	Permitted Use		
	CUP	Conditional Use Permit required		
	AUP	Administrative Use Permit required		
	—	Use not allowed		
	PERMIT REQUIREMENT BY ZONE			Specific Use Regulations
LAND USE (1)	CO	CG	BP	
MANUFACTURING & PROCESSING USES				
Electronics, equipment, and appliance manufacturing	—	—	P	
Food and beverage products manufacturing	—	—	P	
Furniture/fixtures manufacturing, cabinet shops	—	—	P	
Handcraft industries, small-scale manufacturing, less than 3,500 sf	—	—	P	
Handcraft industries, small-scale manufacturing, 3,500 sf or more	—	—	CUP	
Laundries and dry cleaning plants, less than 3,500 sf	—	—	P	
Laundries and dry cleaning plants, 3,500 sf or more	—	—	CUP	
Media post production facilities	—	—	P	
Metal products fabrication, machine/welding shops	—	—	P	
Photographic processing plants, less than 3,500 sf	—	—	P	
Photographic processing plants, 3,500 sf or more	—	—	CUP	
Plumbing and heating shops, less than 3,500 sf	—	—	P	
Plumbing and heating shops, 3,500 sf or more	—	—	CUP	
Printing and publishing, less than 3,500 sf	—	P	P	
Printing and publishing, 3,500 sf or more	—	P	CUP	
Recycling facilities	—	CUP	CUP	36.350.160
Recycling facilities—Reverse vending machines	—	P	P	36.350.160
Warehouses, wholesaling and distribution	—	—	P	
RECREATION, EDUCATION & PUBLIC ASSEMBLY USES				
Adult entertainment businesses	—	—	(2)	36.350.030
Clubs, lodges, fraternal organizations	—	CUP	CUP	
Health and fitness facilities	—	CUP	CUP	
Indoor amusement/entertainment facilities	—	P	CUP	
Libraries, museums, galleries	—	AUP	CUP	
Outdoor recreation facilities	—	CUP	CUP	
Schools—Private	—	CUP	CUP	
Schools—Specialized education, <u>tutoring</u> , and training	—	<u>AUP/</u> CU P	CUP	<u>3,000 sq. ft. or smaller requires an AUP, greater than 3,000 sq. ft. requires a CUP</u>
Special needs educational and training facilities	—	CUP	CUP	

Studios/ <u>Health/fitness facility</u> - dance, martial arts, music, photography, etc.	— <u>AUP/CUP</u>	<u>AUP/CUP</u>	CUP	3,000 sq. ft. or smaller requires an AUP, greater than 3,000 sq. ft. requires a CUP
Theaters and auditoriums	—	CUP	—	
Community gardens	CUP	CUP	CUP	36.350.230
RESIDENTIAL USES				
Emergency shelter	—	—	P	36.350.250
Live/work units	—	—	—	36.350.110
Mixed-use projects	CUP	CUP	—	36.350.120
Single room occupancy	—	—	P	36.350.260
RETAIL TRADE				
Alcoholic beverage sales	—	CUP	—	36.350.040
Auto parts sales	—	P	—	
Auto sales and rental	—	CUP	CUP	
Building material stores	—	P	CUP	36.350.220
Coffee roasting and packaging, retail	—	CUP	—	
Construction/heavy equipment sales and rental	—	CUP	CUP	
Convenience & liquor stores	—	CUP	—	36.350.040
Department stores	—	P	—	
Equipment sales and rental	—	CUP	CUP	
Extended hour businesses (11:00 p.m. to 6:00 a.m.)	—	CUP	CUP	
Furniture, furnishings and appliance stores	—	P	—	
Gas stations	—	CUP	CUP	
General retail	—	P	CUP	36.350.140, 36.350.220
Grocery stores	—	AUP	—	
Hardware stores	—	P	—	
Multitenant retail	—	CUP	—	
Outdoor display and retail activities	—	CUP <u>AUP</u>	CUP	
Plant nurseries and garden supply stores	—	P	—	36.350.140, 36.350.220
Restaurants	CUP	P	P	
Restaurants, multitenant retail		CUP(3)		
Restaurants, take-out and with accessory retail food	CUP	P	P	
Restaurants, with catering	CUP	CUP	CUP	
Restaurants, with catering and/or accessory retail food	CUP	CUP	CUP	
Restaurants, with outdoor dining <u>only</u>	<u>CUP/AUP</u>	AUP	<u>CUP/AUP</u>	36.350.130

Second hand stores	—	P	—	
Tobacco retailer—Primary use	—	P	CUP	SPMC Chapter 18, Part 6 or its successor
Tobacco retailer—Accessory use	—	As required for the primary use that the accessory use is associated with	As required for the primary use that the accessory use is associated with	
Warehouse retail	—	CUP	—	36.350.220
SERVICES—BUSINESS & PROFESSIONAL				
Automated teller machines (ATMs)	P	P	P	36.350.060
Banks and financial services	—	P	P	
Business support services	—	CUP	P(5)	
Offices—Production, research and development	P	P	P	
Offices—Professional and administrative	P	P	P	
SERVICES—OTHER				
Ambulance service	—	CUP	CUP	
Bed and breakfast inns	CUP	CUP	—	
Child/adult day care centers	—	AUP/CUP	CUP	3,000 sq. ft. or smaller requires an AUP, greater than 3,000 sq. ft. requires a CUP
Contractor storage yard	—	—	CUP	
Convenience services	P	P	P	
Hotels and motels	—	CUP	—	
Medical services—Clinics	—	CUP	—	
Medical services—Laboratories	—	CUP	P	
Medical services—Offices	P	P	P	
Massage Establishment	—	CUP	—	SPMC 17.15(B)
Personal services	CUP(4)	P	—	SPMC 17.13
Personal services—Restricted	—	AUP	—	
Vehicle repair and maintenance—Major repair work	—	CUP	—	
Vehicle repair and maintenance—Service and maintenance	—	CUP	—	
Veterinary clinics, hospitals, kennels	—	CUP	CUP	
Wine cellar	—	P	P	

TRANSPORTATION & COMMUNICATIONS				
Parking facilities/vehicle storage	—	CUP	—	
Broadcasting studios	—	CUP	P	
Telecommunications facilities	CUP	CUP	CUP	36.350.210

Notes:

(1) See Article 7 for land use definitions.

(2) Requires an Adult Business Permit in compliance with Section 36.350.030.

(3) If multitenant retail complies with the parking regulations in Section 36.310.040, a CUP is required if a new restaurant would cause the restaurant square footage in the multitenant retail to exceed twenty percent of the total square footage. If the multitenant retail is legal nonconforming with the parking regulations in Section 36.310.040, a CUP is required if a restaurant use in an existing space has been abandoned for a period of eighteen months or longer, and for all additional restaurants in new spaces or spaces previously occupied by a non-restaurant.

(4) Personal services are not permitted on parcels located within the Fremont Corridor as defined in the Land Use and Community Design Element of the South Pasadena General Plan. The Fremont Corridor includes a mixture of residential and small-scale professional office uses lining the busy and heavily traveled section of Fremont Avenue from Monterey Road north to the Pasadena Freeway, properties fronting Mound Avenue between Hope Street and the Pasadena Freeway.

(5) Business support services consisting of laboratory uses require a CUP.

SECTION 2. Section 36.395.020 (“Exempt Developments”) of Division 36.390 (“Public Art Program”) of Chapter 36.395 (“Public Art Development”) of Article III of Chapter 36 of the SPMC shall be amended as follows, with additions denoted in underline and deletions noted in ~~strikethrough~~:

“36.395.020 Exempt Developments.

The following developments or modifications, alterations, and additions to the developments are exempt from this division: affordable housing units, performing arts facilities, museums, private nonprofit and institutional uses, interior remodel or tenant improvements, seismic reinforcement, and rebuilding necessitated by a natural disaster.”

SECTION 3. Section 4.3 (“Conditional Uses”) of the Mission Street Specific Plan (MSSP) shall be amended as follows, with additions denoted in underline and deletions noted in ~~strikethrough~~:

Table 5 Permitted Land Uses

District	District Function	Ground Floor Uses On Street Frontages	Other Uses ¹
A	Pedestrian-Oriented Mixed-Use/Commercial Core and Nodes	Convenience Retail and Services Restaurants Special Retail <u>Studios (3,000 sq. ft. or smaller art, dance, music, yoga, exercise)²</u> <u>Small educational facilities (3,000 sq. ft. or smaller tutoring, training)²</u>	Live/Work Space Housing units Hotel or Bed and Breakfast inn with up to 16 rooms Offices <u>Studios (greater than 3,000 sq. ft. art, dance, music, yoga, exercise or in locations other than ground floor on street frontages)</u> Cottage Industry in Live/Work Space

			Extensions of ground floor uses
B	Complementary Use Areas	Office Cottage Industry Live/Work Space Housing Units	Office Cottage Industry Live/Work Space Housing Units
C	Transitional Edges	NA Professional Office or Bed and Breakfast Inn in renovated Historic Resources or in new buildings of a similar style or size Multi-family housing or parking	Same uses permitted on all floors
C-2	Transitional Edge 700, 704 Prospect Avenue; 909, 913 Magnolia Street	Professional Office or Bed and Breakfast Inn in renovated Historic Resources or in new buildings of a similar style or size Two-family housing or parking	Same uses permitted on all floors
D	Community Services	NA Publicly owned facilities that primarily provide services to residents	Same uses permitted on all floors
E	Open Space	NA Publicly owned facilities that primarily provide services to residents	Same uses permitted on all floors
¹ For some uses a Conditional Use Permit is required ² <u>For some uses an Administrative Use Permit is required</u>			

“The following uses are permitted, subject to the specified limitations, provided a conditional use permit is obtained:

4.3 Conditional Uses

The following uses are permitted, subject to the specified limitations, provided as conditional use permit is obtained:

4.3.1 District A

- A. Bars in conjunction with and within restaurants. A bar shall not comprise more than 20% of a restaurant’s total floor area.
- B. Live entertainment in restaurants, studios, or other establishments
- C. Financial Services in ground floor storefront space, provided each Financial Service occupies not more than two storefront bay and there are not more than two storefront bays occupied by Financial Services per Block Face, except where the Block Face exceeds 300 feet in length, in which case one additional Financial Service is permitted for each additional 150 feet of street frontage.
- D. ~~Studios, including art, dance, music, yoga, exercise and similar uses, and~~
Studios (greater than 3,000 sq. ft. art, dance, music, yoga, and exercise or in

locations other than ground floor on street frontages) and Cottage Industry uses are permitted behind the storefront space or on second floors.

~~E. Automobile repair uses, excluding painting or body work, on parcels which do not abut Mission Street, provided such uses are located within or behind a storefront building that meets the standards and guidelines in this Specific Plan.~~

F. Service stations (as defined in Section 36.162 of the Zoning Code) in the West Area.”

SECTION 4. 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 Zoning Code Amendment may have a significant effect on the environment because the proposed amendment is removing inconsistencies and clarifies standards in the SPMC.

SECTION 5. Pursuant to SPMC Section 36.620.070B (Findings for Zoning Code/Map Amendments), the Planning Commission recommends that the City Council approve the proposed amendment based on a finding that the proposed amendment removes inconsistencies and clarifies standards in the Zoning Code.

SECTION 6. 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, APPROVED, and ADOPTED on this ___th day of ____, 2021.

Diana Mahmud
Mayor

ATTEST:

APPROVED AS TO FORM:

Lucie Colombo, CMC, CPMC
City Clerk

Teresa L. Highsmith
City Attorney

(seal)
Date: _____

I HEREBY CERTIFY the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the ___th day of ____, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Lucie Colombo, CMC, CPMC
City Clerk
(seal)

ATTACHMENT 2
Planning Commission Resolution

P.C. RESOLUTION NO. 21-09

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SOUTH PASADENA, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING SECTION 36.230.030 (COMMERCIAL DISTRICT LAND USES AND PERMIT REQUIREMENTS) OF DIVISION 36.230 (COMMERCIAL ZONING DISTRICTS) OF ARTICLE 3 (SITE PLANNING AND GENERAL DEVELOPMENT STANDARDS) OF CHAPTER 36 (ZONING) OF THE SOUTH PASADENA MUNICIPAL CODE; SECTION 36.395.020 ("EXEMPT DEVELOPMENTS") OF DIVISION 36.390 ("PUBLIC ART PROGRAM") OF CHAPTER 36.395 ("PUBLIC ART DEVELOPMENT") OF ARTICLE III OF CHAPTER 36; AND SECTION 4.3 (CONDITIONAL USES) OF THE MISSION STREET SPECIFIC PLAN REGARDING PERMIT REQUIREMENTS

WHEREAS, a code amendment has been developed for the City Council's consideration that would amend Section 36.230.030 (Commercial District Land Uses and Permit Requirements) of Division 36.230 (Commercial Zoning Districts) of Article 3 (Site Planning and General Development Standards) of Chapter 36 (Zoning) of the South Pasadena Municipal Code; Section 36.395.020 ("Exempt Developments") of Division 36.390 ("Public Art Program") of Chapter 36.395 ("Public Art Development") of Article III of Chapter 36; and Section 4.3 (Conditional Uses) of the Mission Street Specific Plan Regarding Permit Requirements; and

WHEREAS, on August 25, 2021, the Planning Commission held a duly noticed public hearing on this matter, at which all interested parties were given the opportunity to be heard and present evidence.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF SOUTH PASADENA DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1: The Planning Commission finds that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) review under Section 15061(b)(3), which states that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

SECTION 2: Pursuant to SPMC Section 36.620.070 (Findings and Decision), the Planning Commission recommends that the City Council approve the proposed amendment based on a finding that the proposed amendment removes inconsistencies and clarifies standards in the Zoning Code.

SECTION 3: For the foregoing reasons and based on the information and findings included in the Resolution, Staff Report, Minutes and testimony received during the public hearing, the Planning Commission of the City of South Pasadena hereby recommends that the City Council adopt the attached ordinance amending SPMC Section 36.410 (Zoning Approvals or Disapprovals).

SECTION 4: The Secretary shall certify that the foregoing Resolution was adopted by the Planning Commission of the City of South Pasadena at a duly noticed regular meeting held on the 25th day of August, 2021.

PASSED, APPROVED, AND ADOPTED this 25th day of August, 2021 by the following vote:

AYES: BARTHAKUR, DAHL, AND PADILLA

NOES:

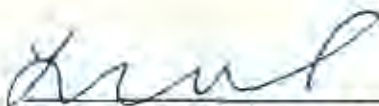
ABSENT: BRAUN AND LESAK

ABSTAIN:

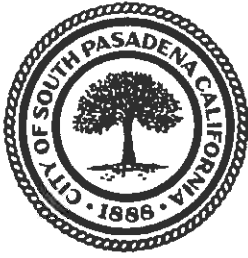


Lisa Padilla, Vice-Chair on behalf of
John Lesak, Chair

ATTEST:



Laura Dahl, Secretary to the Planning Commission



City Council Agenda Report

ITEM NO. 18

DATE: September 1, 2021

FROM: Arminé Chaparyan, City Manager *BS for A.C.*

PREPARED BY: Shahid Abbas, Public Works Director
Ghassan Shelleh, Deputy Public Works Director

SUBJECT: **Adoption of a Resolution for FY 2021-22 to Submit to the California Transportation Commission a List of Proposed Projects to be Funded by Senate Bill 1: Road Repair and Accountability Act of 2017**

Recommendations

It is recommended that the City Council:

1. Adopt a resolution for FY 2021-22 to submit to the California Transportation Commission (CTC) the SB 1 (Road repair and Accountability Act of 2017) projects list for proposed street improvement projects to be funded through the State's Road Maintenance and Rehabilitation Account (RMRA) ; and
2. Authorize the City Manager and her designee (Public Works Director) to sign the application and all related program documents.

Commission Review and Recommendation

The staff presented the list of FY 2021-22 street improvement projects to be funded by SB1 to the Mobility and Transportation Infrastructure Commission (MTIC) at its June 15, 2021 meeting. The Commission recommended that the City Council adopt the proposed resolution with the FY 2021-22 street improvement projects.

Community Outreach

This matter was reviewed by the MTIC at their June 15, 2021 meeting, where public comment was solicited.

Discussion

SB1 (Beall, Chapter 5, Statutes of 2017) provides the first significant, stable, and ongoing increase in state transportation funding in more than two decades. SB1 provides additional funding for transportation infrastructure by creating a new transportation-funding program, RMRA for the CTC to oversee.

Prior to receiving an apportionment of SB1 funds from the State Controller (Controller) in a fiscal year, a city must submit to the CTC a resolution identifying the proposed projects to be funded with these funds. All projects proposed to receive funding must be included in a city

budget that is adopted by the applicable city council at a regular public meeting. The proposed resolution must include a project list with a description and the location of each proposed project, a proposed schedule for the project’s completion, and the estimated useful life of the improvement. The Controller, upon receipt of the report from the CTC, shall apportion RMRA funds to eligible cities.

It should be noted that South Pasadena has been notified by the State Controller’s office that it may not be eligible to receive funds, due to the city not satisfying the Maintenance of Effort (MOE) requirements. The State has recently passed legislation eliminating MOE requirements for FY 2019-20 only. The FY 2019-20 Street Improvement Project list is currently in design phase. The construction funds and sources have not yet been identified, and will be appropriated at the time the construction contract is awarded. As a result of Covid-19 pandemic, no funds were obligated for the design and construction of FY2020-21 street improvement projects; therefore, the list is carried over to FY2021-22. For FY 2020-21 and FY 2021-22, the MOE can only be reduced by proportionate reductions in sales tax. This will not be of assistance to the City of South Pasadena, because the City did not experience a reduction in sales taxes due to the passage of Measure A, the 3/4% local sales tax increase.

The City’s established MOE amount for FY 2021-22 is \$1.428 million. The City must spend this amount each year to receive \$492,149 in SB1 funding. Staff has prepared the list shown below of the FY 2021-22 street improvement project street segments that are selected from the City’s updated Pavement Management Program based on Pavement Condition Index (PCI) and are now included in the SB1 funding resolution.

Name	From	To	PCI	Total \$
ARROYO DR	PASADENA AVE	MISSION ST	26	\$52,640
ARROYO DR	MISSION ST	ARROYO VISTA PL	30	\$28,112
ARROYO DR	ARROYO VISTA PL	HERMOSA ST	46	\$39,620
ARROYO DR	HERMOSA ST	N CITY LIMITS	41	\$19,292
BRUNSWICK AVE	MONTEREY AVE	KOLLE AVE	36	\$67,132
BRUNSWICK AVE	KOLLE AVE	SAINT ALBANS AVE	34	\$35,511
FAIR OAKS AVE	OAK ST	PCC BEGIN	39	\$236,954
FAIR OAKS AVE	OAK ST	MONTEREY RD	43	\$338,590
HUNTINGTON DR	S CITY LIMITS	MAPLE WY	47	\$208,007
HUNTINGTON DR	MAPLE WY	S CITY LIMITS	53	\$202,616
HUNTINGTON DR	MAPLE WY	END OF AC	44	\$246,167
HUNTINGTON DR	FREMONT AVE	MAPLE WY	58	\$299,664
BEACON AVE	OLIVER ST	DEAD END	57	\$7,224
BEECH ST	MERIDIAN AVE	HUNTINGTON DR	32	\$31,697
BUENA VISTA ST	PROSPECT AVE	FREMONT AVE	69	\$19,308

Resolution Adopting SB1 Proposed Project List
September 1, 2021
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FAIRVIEW AVE	GREVELIA ST	END	73	\$6,260
FAIRVIEW AVE	MISSION ST	END	64	\$33,995
FAIRVIEW AVE	BUENA VISTA ST	DEAD END	49	\$63,639
FREMONT LN	FREMONT AVE	OAKLAWN AVE	32	\$10,265
GREVELIA ST	ORANGE GROVE AVE	MERIDIAN AVE	21	\$60,584
GREVELIA ST	MERIDIAN AVE	FREMONT AVE	23	\$72,974
GREVELIA ST	FREMONT AVE	FAIR OAKS AVE	12	\$141,494
HIGHLAND ST	MERIDIAN AVE	FAIRVIEW AVE	94	\$4,690
HOPE CT	HOPE ST	MAGNOLIA ST	42	\$5,107
HOPE ST	MERIDIAN AVE	FREMONT AVE	62	\$91,417
HOPE ST	FREMONT AVE	FAIR OAKS AVE	41	\$62,750
HOPEWELL LN	HOPE ST	MAGNOLIA ST	28	\$14,923
LYNDON ST	MERIDIAN AVE	DEAD END	11	\$118,680
LYNDON ST	EL CERRITO CIR	FREMONT AVE	31	\$56,375
LYNDON ST	FREMONT AVE	FAIR OAKS AVE	33	\$49,380
LYNDON ST	FAIR OAKS AVE	MARENGO AVE	34	\$81,132
MONTROSE LN	PICO ALLEY	OXLEY ST	3	\$38,735
HARRIMAN AVE	HILL AVE	CDS	15	\$44,475
CAMDEN PKWY	CAMDEN AVE	COURT AVE	17	\$61,775
AVON PL	OXLEY ST	MISSION ST	19	\$116,406
AVON PL	OXLEY ST	SOUTH END	28	\$17,618
PACIFIC ALLEY	FAIR OAKS AVE	MARENGO AVE	29	\$52,320
MONTROSE LN	NORTH ALLEY	SOUTH ALLEY	30	\$7,877
OAK CREST AVE	ALTA VISTA AVE	CDS	30	\$36,832
MARTOS DR	INDIANA AVE	END	33	\$17,787
OAK HILL LN	OAK HILL AVE	CDS	33	\$6,679
MAGNOLIA LN	HOPE ST	MAGNOLIA ST	39	\$18,240
MAGNOLIA LN	MAGNOLIA ST	GREVELIA ST	22	\$12,859
MAGNOLIA ST	ORANGE GROVE AVE	MERIDIAN AVE	57	\$80,438
MILAN AVE	MONTEREY RD	MISSION ST	33	\$86,667
MOUND AVE	FAIR OAKS AVE	CDS	43	\$42,055
MOUND AVE	BEGIN PCC	END PCC	90	\$2,010
MOUND AVE	MISSION ST	PCC	81	\$1,341
OAKLAWN AVE	FREMONT LN	END	52	\$15,957

OAKLAWN AVE	COLUMBIA ST	FREMONT LN	48	\$37,613
OLIVER ST	MERIDIAN AVE	FAIRVIEW AVE	49	\$43,489
OZMUN CT	FREMONT AVE	STRATTON LN	84	\$2,996
PROSPECT AVE	MISSION ST	GREVELIA ST	51	\$77,155
PROSPECT LN	MAGNOLIA ST	GREVELIA ST	16	\$65,990
STRATTON LN	FREMONT LN	OZMUN CT	36	\$5,563

Next Steps

1. The adopted resolution will be submitted to the CTC.
2. If the city is eligible, the SB1 funds from the State will be distributed to the City in the Fall of 2021. Should the city receive the funds, but determine that the MOE requirements are not being waived, the funds will not be spent.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

For the City of South Pasadena, historically SB1 has provided approximately \$460,000 in local funds annually. The amount of SB1 funding provided to local agencies is a function of the gas sales in the area. As a result of COVID-19 pandemic, there has been a reduction in gas sales. The Controller has not issued proposed revenue forecasts of the SB1 for the next fiscal year, however it is anticipated to decrease.

A city receiving an apportionment of RMRA funds is required to sustain a Maintenance of Effort (MOE) by spending at least the annual average of its General Fund expenditures during the Fiscal Years 2009-10, 2010-11, and 2011-12 for street, road, and highway purposes. The state established MOE for the City is \$1.4M annually in order to maintain eligibility for the funds. As a result of COVID-19, the City prepared for General Fund budget shortfalls which impacted the City’s ability to meet the State required MOE for FY 2021, and could result in the City forfeiting SB1 funding. In addition there were project delays in earlier years, resulting in reduced MOE expenditures. The City has requested that the State waive the MOE requirements while agencies recover from the COVID-19 budget shortfalls. The State has recently passed a legislation eliminating MOE requirements for FY 2019-20 only. For FY 2021 and FY 2022, the MOE can only be reduced by proportionate reductions in sales tax. This will not be of assistance to the City of South Pasadena, because the City did not experience a reduction in sales taxes due to the passage of Measure A, the 3/4% local sales tax increase.

If the City is not eligible to spend SB1 funding, the Department will carryover the proposed street improvements to a subsequent year, or identify other possible funding sources.

Resolution Adopting SB1 Proposed Project List
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Public Notification of Agenda Item

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

Attachment

Resolution

ATTACHMENT 1
SB1 Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
IDENTIFYING A LIST OF PROJECTS FOR FISCAL YEAR 2021-22
FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND
ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of South Pasadena (City) are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive RMRA funding in the amount of \$492,149 in Fiscal Year (FY) 2021-22 from SB 1; and

WHEREAS, this is the fifth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list. The City's Mobility and Transportation Infrastructure Commission (MTIC) reviewed the proposed project list, received public input and provided a recommendation to the City Council; and

WHEREAS, the City used a Pavement Management System (PMS) to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment. The PMS generates a comprehensive report of the citywide pavement condition index (PCI) for all streets. The PCI, engineering recommendation, citizen participation, and MTIC input are utilized to establish the proposed capital improvement program annually; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate streets/roads, bridges, add active transportation infrastructure throughout the City this year and similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City’s streets and roads are at higher risk, and this revenue will help the City increase the overall quality of our road system and over the next decade will bring the City’s streets and roads into good condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials, and practices, will have significant positive co-benefits statewide.

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The following list of newly proposed projects will be funded in-part or solely with FY 2021-22 Road Maintenance Rehabilitation Account revenues:

Project Description – The project scope of work consists of street and highway pavement maintenance; rehabilitation, installation, construction, and reconstruction of necessary associated facilities such as drainage and traffic control devices; maintenance, rehabilitation, installation, construction, and reconstruction of facilities that expand ridership on transit systems; safety projects to reduce fatalities; or as a local match to obtain state or federal transportation funds for similar purposes.

Street Segment	From	To	Est. Life	FY
ARROYO DR	PASADENA AVE	MISSION ST	15/17 Yrs.	2021-22
ARROYO DR	MISSION ST	ARROYO VISTA PL	15/17 Yrs.	2021-22
ARROYO DR	ARROYO VISTA PL	HERMOSA ST	15/17 Yrs.	2021-22
ARROYO DR	HERMOSA ST	N CITY LIMITS	15/17 Yrs.	2021-22
BRUNSWICK AVE	MONTEREY AVE	KOLLE AVE	15/17 Yrs.	2021-22
BRUNSWICK AVE	KOLLE AVE	SAINT ALBANS AVE	15/17 Yrs.	2021-22
FAIR OAKS AVE	OAK ST	PCC BEGIN	15/17 Yrs.	2021-22
FAIR OAKS AVE	OAK ST	MONTEREY RD	15/17 Yrs.	2021-22
HUNTINGTON DR	S CITY LIMITS	MAPLE WY	15/17 Yrs.	2021-22
HUNTINGTON DR	MAPLE WY	S CITY LIMITS	15/17 Yrs.	2021-22
HUNTINGTON DR	MAPLE WY	END OF AC	15/17 Yrs.	2021-22
HUNTINGTON DR	FREMONT AVE	MAPLE WY	15/17 Yrs.	2021-22

BEACON AVE	OLIVER ST	DEAD END	15/17 Yrs.	2021-22
BEECH ST	MERIDIAN AVE	HUNTINGTON DR	15/17 Yrs.	2021-22
BUENA VISTA ST	PROSPECT AVE	FREMONT AVE	15/17 Yrs.	2021-22
FAIRVIEW AVE	GREVELIA ST	END	15/17 Yrs.	2021-22
FAIRVIEW AVE	MISSION ST	END	15/17 Yrs.	2021-22
FAIRVIEW AVE	BUENA VISTA ST	DEAD END	15/17 Yrs.	2021-22
FREMONT LN	FREMONT AVE	OAKLAWN AVE	15/17 Yrs.	2021-22
GREVELIA ST	ORANGE GROVE AVE	MERIDIAN AVE	15/17 Yrs.	2021-22
GREVELIA ST	MERIDIAN AVE	FREMONT AVE	15/17 Yrs.	2021-22
GREVELIA ST	FREMONT AVE	FAIR OAKS AVE	15/17 Yrs.	2021-22
HIGHLAND ST	MERIDIAN AVE	FAIRVIEW AVE	15/17 Yrs.	2021-22
HOPE CT	HOPE ST	MAGNOLIA ST	15/17 Yrs.	2021-22
HOPE ST	MERIDIAN AVE	FREMONT AVE	15/17 Yrs.	2021-22
HOPE ST	FREMONT AVE	FAIR OAKS AVE	15/17 Yrs.	2021-22
HOPEWELL LN	HOPE ST	MAGNOLIA ST	15/17 Yrs.	2021-22
LYNDON ST	MERIDIAN AVE	DEAD END	15/17 Yrs.	2021-22
LYNDON ST	EL CERRITO CIR	FREMONT AVE	15/17 Yrs.	2021-22
LYNDON ST	FREMONT AVE	FAIR OAKS AVE	15/17 Yrs.	2021-22
LYNDON ST	FAIR OAKS AVE	MARENGO AVE	15/17 Yrs.	2021-22
MONTROSE LN	PICO ALLEY	OXLEY ST	15/17 Yrs.	2021-22
HARRIMAN AVE	HILL AVE	CDS	15/17 Yrs.	2021-22
CAMDEN PKWY	CAMDEN AVE	COURT AVE	15/17 Yrs.	2021-22
AVON PL	OXLEY ST	MISSION ST	15/17 Yrs.	2021-22
AVON PL	OXLEY ST	SOUTH END	15/17 Yrs.	2021-22
PACIFIC ALLEY	FAIR OAKS AVE	MARENGO AVE	15/17 Yrs.	2021-22
MONTROSE LN	NORTH ALLEY	SOUTH ALLEY	15/17 Yrs.	2021-22
OAK CREST AVE	ALTA VISTA AVE	CDS	15/17 Yrs.	2021-22
MARTOS DR	INDIANA AVE	END	15/17 Yrs.	2021-22
OAK HILL LN	OAK HILL AVE	CDS	15/17 Yrs.	2021-22
MAGNOLIA LN	HOPE ST	MAGNOLIA ST	15/17 Yrs.	2021-22
MAGNOLIA LN	MAGNOLIA ST	GREVELIA ST	15/17 Yrs.	2021-22
MAGNOLIA ST	ORANGE GROVE AVE	MERIDIAN AVE	15/17 Yrs.	2021-22
MILAN AVE	MONTEREY RD	MISSION ST	15/17 Yrs.	2021-22
MOUND AVE	FAIR OAKS AVE	CDS	15/17 Yrs.	2021-22
MOUND AVE	BEGIN PCC	END PCC	15/17 Yrs.	2021-22

MOUND AVE	MISSION ST	PCC	15/17 Yrs.	2021-22
OAKLAWN AVE	FREMONT LN	END	15/17 Yrs.	2021-22
OAKLAWN AVE	COLUMBIA ST	FREMONT LN	15/17 Yrs.	2021-22
OLIVER ST	MERIDIAN AVE	FAIRVIEW AVE	15/17 Yrs.	2021-22
OZMUN CT	FREMONT AVE	STRATTON LN	15/17 Yrs.	2021-22
PROSPECT AVE	MISSION ST	GREVELIA ST	15/17 Yrs.	2021-22
PROSPECT LN	MAGNOLIA ST	GREVELIA ST	15/17 Yrs.	2021-22
STRATTON LN	FREMONT LN	OZMUN CT	15/17 Yrs.	2021-22

SECTION 3. 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 1st day of September, 2021

Diana Mahmud, Mayor

ATTEST:

APPROVED AS TO FORM:

Lucie Colombo, CMC, CPMC
City Clerk

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 1st day of September, 2021, by the following vote:

AYES:

NOES:

ABSENT:

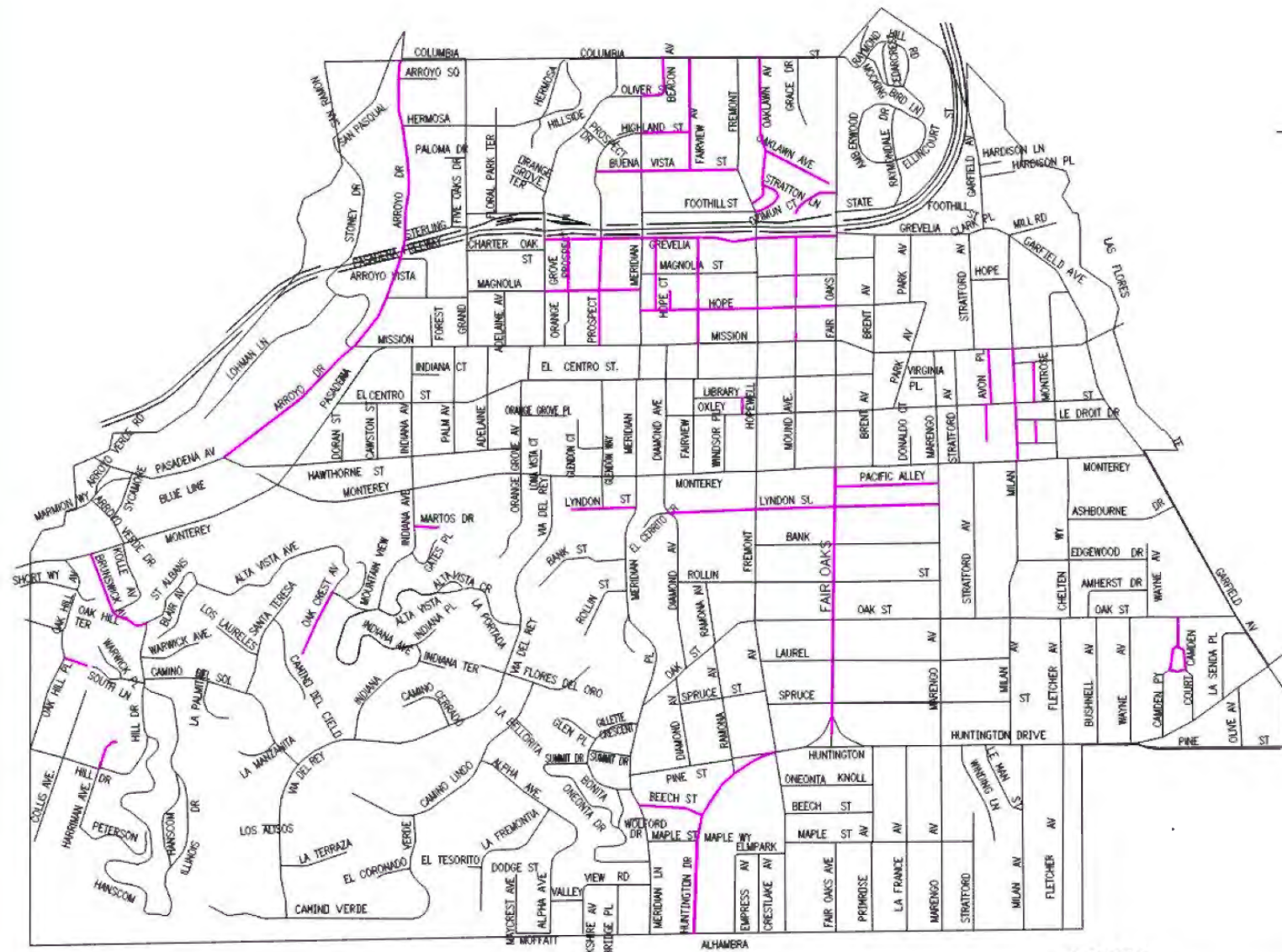
ABSTAINED:

Lucie Colombo, CMC, CPMC
City Clerk

SB1 RESOLUTION PROJECT LIST

SB1 FUNDING REQUIREMENTS

- The City receives approximately \$460,000 in SB1 funds annually.
- The State established MOE for the City is \$1.4M annually in order to maintain eligibility for the SB1 funds.
- A State legislation passed waiving MOE requirements for FY 2020.
- No subsequent waivers FY 2021 and FY 2022.
- For FY 2021 and FY 2022, MOE can be reduced proportionate to the reduction of sales tax.



LEGEND
 — PROPOSED AREA OF IMPROVEMENT

Name	From	To	PCI	Total \$
ARROYO DR	PASADENA AVE	MISSION ST	26	\$52,640
ARROYO DR	MISSION ST	ARROYO VISTA PL	30	\$28,112
ARROYO DR	ARROYO VISTA PL	HERMOSA ST	46	\$39,620
ARROYO DR	HERMOSA ST	N CITY LIMITS	41	\$19,292
BRUNSWICK AVE	MONTEREY AVE	KOLLE AVE	36	\$67,132
BRUNSWICK AVE	KOLLE AVE	SAINT ALBANS AVE	34	\$35,511
FAIR OAKS AVE	OAK ST	PCC BEGIN	39	\$236,954
FAIR OAKS AVE	OAK ST	MONTEREY RD	43	\$338,590
HUNTINGTON DR	S CITY LIMITS	MAPLE WY	47	\$208,007
HUNTINGTON DR	MAPLE WY	S CITY LIMITS	53	\$202,616
HUNTINGTON DR	MAPLE WY	END OF AC	44	\$246,167
HUNTINGTON DR	FREMONT AVE	MAPLE WY	58	\$299,664
BEACON AVE	OLIVER ST	DEAD END	57	\$7,224
BEECH ST	MERIDIAN AVE	HUNTINGTON DR	32	\$31,697
BUENA VISTA ST	PROSPECT AVE	FREMONT AVE	69	\$19,308
FAIRVIEW AVE	GREVELIA ST	END	73	\$6,260
FAIRVIEW AVE	MISSION ST	END	64	\$33,995
FAIRVIEW AVE	BUENA VISTA ST	DEAD END	49	\$63,639
FREMONT LN	FREMONT AVE	OAKLAWN AVE	32	\$10,265
GREVELIA ST	ORANGE GROVE AVE	MERIDIAN AVE	21	\$60,584
GREVELIA ST	MERIDIAN AVE	FREMONT AVE	23	\$72,974
GREVELIA ST	FREMONT AVE	FAIR OAKS AVE	12	\$141,494
HIGHLAND ST	MERIDIAN AVE	FAIRVIEW AVE	94	\$4,690
HOPE CT	HOPE ST	MAGNOLIA STpl	42	\$5,107
HOPE ST	MERIDIAN AVE	FREMONT AVE	62	\$91,417
HOPE ST	FREMONT AVE	FAIR OAKS AVE	41	\$62,750

Name	From	To	PCI	Total \$
HOPEWELL LN	HOPE ST	MAGNOLIA ST	28	\$14,923
LYNDON ST	MERIDIAN AVE	DEAD END	11	\$118,680
LYNDON ST	EL CERRITO CIR	FREMONT AVE	31	\$56,375
LYNDON ST	FREMONT AVE	FAIR OAKS AVE	33	\$49,380
LYNDON ST	FAIR OAKS AVE	MARENGO AVE	34	\$81,132
MONTROSE LN	PICO ALLEY	OXLEY ST	3	\$38,735
HARRIMAN AVE	HILL AVE	CDS	15	\$44,475
CAMDEN PKWY	CAMDEN AVE	COURT AVE	17	\$61,775
AVON PL	OXLEY ST	MISSION ST	19	\$116,406
AVON PL	OXLEY ST	SOUTH END	28	\$17,618
PACIFIC ALLEY	FAIR OAKS AVE	MARENGO AVE	29	\$52,320
MONTROSE LN	NORTH ALLEY	SOUTH ALLEY	30	\$7,877
OAK CREST AVE	ALTA VISTA AVE	CDS	30	\$36,832
MARTOS DR	INDIANA AVE	END	33	\$17,787
OAK HILL LN	OAK HILL AVE	CDS	33	\$6,679
MAGNOLIA LN	HOPE ST	MAGNOLIA ST	39	\$18,240
MAGNOLIA LN	MAGNOLIA ST	GREVELIA ST	22	\$12,859
MAGNOLIA ST	ORANGE GROVE AVE	MERIDIAN AVE	57	\$80,438
MILAN AVE	MONTEREY RD	MISSION ST	33	\$86,667
MOUND AVE	FAIR OAKS AVE	CDS	43	\$42,055
MOUND AVE	BEGIN PCC	END PCC	90	\$2,010
MOUND AVE	MISSION ST	PCC	81	\$1,341
OAKLAWN AVE	FREMONT LN	END	52	\$15,957
OAKLAWN AVE	COLUMBIA ST	FREMONT LN	48	\$37,613
OLIVER ST	MERIDIAN AVE	FAIRVIEW AVE	49	\$43,489
OZMUN CT	FREMONT AVE	STRATTON LN	84	\$2,996
PROSPECT AVE	MISSION ST	GREVELIA ST	51	\$77,155
PROSPECT LN	MAGNOLIA ST	GREVELIA ST	16	\$65,990
STRATTON LN	FREMONT LN	OZMUN CT	36	\$5,563



City Council Agenda Report

ITEM NO. 19

DATE: September 1, 2021

FROM: Arminé Chaparyan, City Manager *B.S. for A.C.*

PREPARED BY: Lucy Demirjian, Assistant to the City Manager

SUBJECT: **Approval of an Agreement with the South Pasadena Chamber of Commerce (Chamber) for Continued Funding from Business Improvement Tax (BIT) Revenues for Business Improvement Activities**

Recommendation Action

It is recommended that the City Council authorize the City Manager to execute an agreement with the South Pasadena Chamber of Commerce (Chamber) for continued funding from Business Improvement Tax (BIT) revenues for business improvement activities.

Background

In 1977, the City Council adopted Ordinance No. 1738 establishing a BIT to collect funds that may be used for business improvement activities in the City.

The Chamber was established to represent and advocate for the business community in South Pasadena. The City has supported the efforts of the Chamber with BIT funds to allow for programs to promote the business community in order to encourage economic stability and development in the City.

Since 2007, the City has allocated between \$105,500 to \$135,500 of BIT funds to the Chamber, \$12,000 of which is a required pass-through to the South Pasadena Tournament of Roses. The City Council approved increasing funding to \$135,500 in the FY 2015-16 Budget.

In 2018, the Chamber was notified that annual revenues were not meeting projections and the fund balance was used to cover installment payments to the Chamber. The FY 2019-20 and FY 2020-21 budgets modified the annual allocation to the Chamber to \$105,500 to account for the decreased revenues. Additional revenue losses were experienced in 2020 as a result of the pandemic, deferred payments for business licenses, and decreased filming activity. As the business community recovers from the pandemic, revenues are expected to increase slightly but not to pre-2018 levels.

Analysis

BIT funds will be used to further Chamber programming, per the requirements of the ordinance, including:

1. The coordination of the holiday decorations;
2. Investment in the promotion of public events that take place on or in public places;
3. Furnishing music in public place;
4. Engagement in the general promotion of retail trade activities in the 91030 zip code.

The Chamber is well-respected resource for connecting individuals and organizations in creating a strong community. The Chamber organizes several events including the quarterly Art Crawl, and the annual Eclectic Music Festival. These events create the basis of the “Arts Based Economic Development strategy” that help define the quality of life in South Pasadena.

The Chamber works to support South Pasadena businesses with various marketing and promotional activities. In addition, the Chamber operates a business resource center, visitor information center, and a community art gallery. The Chamber also hosts monthly “Shop Talks” and after-hours mixers for the business community.

Since the beginning of the pandemic, the Chamber pivoted its focus to communication. The weekly Newflash e-mails were supplemented by “Special Editions” with information on grant and loan opportunities, webinars, Health Officer Orders and updated protocols.

The agreement outlines the Chamber’s work plan which includes services and activities promoting the South Pasadena business community. The term of the agreement is for one year, and may be extended on an annual basis by the City Manager provided that the City approves any subsequent City budget which includes a line item for the expenditure of BIT revenues for uses similar to this Agreement. The Chamber will continue to provide an annual report to the City Council documenting work performed.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

For Fiscal Year (FY) 2021-22, BIT revenues are anticipated in the amount of \$78,530. The BIT fund balance is anticipated to be negative (by approximately \$52,000) at the end of this fiscal year. The FY 2021-22 Budget has allocated a total of \$109,500 in the BIT fund account 220-2301 for community promotion:

- 8160 Dues and Memberships: Provides funds for 50% of membership dues for San Gabriel Valley Economic Partnership. (\$1,500)
- 8185 Chamber of Commerce: Funds are allocated by contract with the South Pasadena Chamber of Commerce. (\$105,500)
- 8255 Public Events Promotion: Public events promotion, Cruz’n for Roses. (\$2,500)

Over the last few years there has been a decrease in BIT revenue attributed to the collection of the tax in compliance with the Municipal Code. To compensate for the loss of annual revenue, the fund balance was used to meet expenditures. Additional loss of revenue was experienced in the past 18 months as a result of the pandemic. As business and filming activities resume, we expect some recovery of the fund. A structural deficit will persist as revenues will likely not keep pace with expenditures. Staff will be monitoring BIT revenues to determine whether it will be necessary to allocate General Funds to close a projected deficit in the BIT fund. An update will be provided during the Mid-Year Budget review.

The parking and business improvement area subject to the tax may increase the levy upon businesses pursuant to statutory authority (Section 36000 et seq., of the California Streets and Highways Code). The process may have changed since the area was initially established in 1977 and will require further legal research and analysis.

Public Notification of Agenda Item

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

Attachments:

1. Agreement with Chamber of Commerce
2. Chamber 2020-2021 Annual Report

ATTACHMENT 1

AGREEMENT
BETWEEN THE CITY OF SOUTH PASADENA AND
THE SOUTH PASADENA CHAMBER OF COMMERCE

THIS AGREEMENT is made and entered into this 1st day of September, 2021 by and between the CITY OF SOUTH PASADENA, a municipal corporation, hereinafter referred to as “City”, and the SOUTH PASADENA CHAMBER OF COMMERCE, a California corporation, hereinafter referred to as “Chamber”.

WHEREAS, in 1977, the City Council adopted Ordinance No. 1738 establishing a Business Improvement Tax (BIT) to collect funds that may be used for the following four purposes:

1. Decoration of any public place in the area;
2. Promotion of public events which are to take place on or in public places in the area;
3. Furnishing of music in any public place in the area;
4. The general promotion of retail trade activities in the area; and

WHEREAS, a new Chamber of Commerce was established to represent and advocate for the business community in South Pasadena, has created goals and objectives and a work plan and budget, and has submitted a proposal for a scope of work to be funded by BIT funds, and

WHEREAS, the City wishes to have carried out a program to promote the business community in order to encourage economic stability and development, and

WHEREAS, the City wishes to support the efforts of the Chamber of Commerce as permitted under Ordinance No. 1738, and

WHEREAS, Chamber is willing to undertake the services hereinafter set forth on behalf of City in the manner and for the purpose hereinafter provided;

NOW, FOR, AND IN CONSIDERATION of the mutual covenants, promises and agreements contained herein, City and Chamber agree as follows:

1. For the entire term of this Agreement, Chamber agrees to do and perform the following services and activities as part of its work plan during the term of this Agreement:
 - a. Marketing activities including multimedia advertising campaign, branding, and website review, update, and maintenance;

- b. Economic development activities promoting and representing the South Pasadena business community at meetings and functions and in brochures and business directories;
- c. Creating and staffing a business resource center providing information and services to the South Pasadena business community;
- d. Events and programs of interest and support to the South Pasadena business community;
- e. Outreach to all members of the business community in the execution of these activities in order to create a single unified organization for the South Pasadena businesses;
- f. Independently, and at the request of City, confer with business representatives to encourage and urge the establishment of their business, commercial or industrial activities in City;
- g. Participate in, support and cooperate with City, to the best of its ability and to the extent authorized by Chamber's governing body, programs sponsored or encouraged by City for promotion of the business community;
- h. Place on Chamber's board of directors' agenda for policy direction City requests for Chamber cooperation and public support of improvement programs sponsored, advanced or undertaken by City and the Community Redevelopment Agency of the City of South Pasadena;
- i. Welcome new businesses to the community by both a written communication of welcome and a personal contact by a representative of Chamber;
- j. Independently, and as requested by City, advertise City at Chamber functions throughout the region at other conferences and activities as may be deemed beneficial to extolling the advantages of business development within City;
- k. Make written progress reports to the City Council no less than once per calendar quarter including showing all information required by City, including, but not limited to the services provided by Chamber hereunder during the applicable quarter;
- l. Meet periodically, but no less than quarterly, with City Manager or his/her designee to review Chamber's progress in meeting its program and budget goals for the year, and to report on the services provided under this contract.

- m. Prior to raising them publicly, make every good faith effort to notify City, through its City Manager of concerns raised by Chamber Board members, regarding actions or inactions of City pursuant to this Agreement;
 - n. Indemnify, hold harmless and defend City, its officers, employees and agents from any and all actions, claims, liabilities, losses, expenses, awards, damages and judgments, including attorney's fees and court costs, which are related to or result from any action or inaction of Chamber or its officers, employees or agents relating to this Agreement or the use of the compensation paid hereunder, except that the Chamber shall not be responsible under the foregoing with respect to any Losses to the extent that a court of competent jurisdiction or arbitrator determines that such losses resulted from the City's or indemnified person's willful misconduct, bad faith, or gross negligence; and
 - o. Provide general commercial liability insurance and automobile liability insurance in amounts and with endorsements approved by City Manager, as well as worker's compensation insurance in an amount required by State law.
2. City shall compensate Chamber by the sum of \$105,500 for the 2021-22 fiscal year for the services described above in accordance with the following terms:
- a. *Chamber Budget.* Chamber shall provide City with an adopted annual budget before the first disbursement of City funds; 2 copies of signed and completed Internal Revenue Code documents filed with the IRS for the Chamber when completed during the fiscal year of the effective date of this Agreement and for each complete Chamber fiscal year thereafter for the term of this Agreement. City will not be obligated to make any payments to Chamber until and unless those documents are submitted to the City Manager;
 - b. *Schedule of Disbursement.* The annual compensation shall be disbursed in unequal_quarterly installments upon receipt of a Chamber invoice and the written quarterly report; the schedule for payment is as follows: 40% of total amount payable in the first quarter; 20% in the second quarter, 20% in the third quarter and the remainder 20% in the fourth quarter.
 - c. *Disbursement for Various Services and Associations.* The Chamber is required and solely responsible for the disbursement of a portion of its annual allocation for various services and to other Associations in accordance with the City adopted annual budget. The City's adopted budget for FY 2021-22 requires the following disbursement:
 - 1. A minimum of \$12,000 shall be set aside for the South Pasadena Tournament of Roses
 - d. *Payment for Additional Services & Programs.* From time to time the City Council may authorize payment for Chamber services and programs beyond the

- immediate scope of this Agreement. In such cases, City will pay for such services only after receipt of an invoice from Chamber. Payment is due within 30 days after receipt of required documentation, satisfactory to the City Manager; and
- e. *Discussion of Concerns.* Prior to raising them publicly, City shall make every good faith effort to notify Chamber, through its President/CEO or a majority of Chamber's Executive Board members, of concerns raised by City Council members, or staff regarding actions or inactions of Chamber pursuant to this Agreement.
3. Chamber shall not utilize any monies received under this Agreement for the endorsement, opposition, or participation in any public office campaign or other political or lobbyist activity unless such use is a legally authorized expenditure for City and prior approval of the City Council is obtained.
 4. Chamber shall keep such books and records as shall be necessary to perform the services required by this Agreement and to enable City to evaluate the cost and the performance of such services. Books and records shall be kept and prepared in accordance with generally accepted accounting principles and shall be maintained for five years after their preparation.
 5. City shall have the right to audit Chamber's records pertaining to this Agreement and the services to be performed hereunder. Chamber agrees to make available all pertinent records for the purpose of conducting such an audit at Chamber offices, during normal business hours. Such records shall be maintained for five years after their preparation.
 6. Chamber and any agent or employee of Chamber shall act in an independent capacity and not as officers or employees of City. City assumes no liability for Chamber's actions or performance, nor assumes responsibility for taxes, bonds, payments, or other commitments, implied or expressed, by or for Chamber. Chamber shall not have authority to act as an agent on behalf of City unless specifically authorized to do so in writing. Chamber acknowledges that it is aware that because it is an independent contractor, City is making no deduction from any amount paid to Chamber and is not contributing to any fund on its behalf. Chamber disclaims the right to any fee or benefits except as expressly provided for in this Agreement.
 7. This Agreement may be terminated in whole or in part at any time by either party hereto upon 90 days' written notice to the other whereupon all rights and obligations of both parties hereto shall terminate as to the executory provisions of this Agreement, and the payments from City to Chamber hereunder shall be adjusted on a pro rata basis to the date of termination.
 8. The term of this Agreement shall be for the period from July 1, 2021 to June 30, 2022; provided, that if the City approves any subsequent City budget which includes a

line item for the expenditure of BIT revenues for uses similar to this Agreement, the City Manager is authorized to extend this Agreement for an additional period of time for use of those revenues covered by the approved expenditure and subject to modifications the parties deem appropriate or the City requires. This Agreement may be extended on an annual basis by the City Manager.

9. Resolution of Disputes:

- A. Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.
 - B. If any action, at law or in equity, is brought to enforce or to interpret any provisions of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.
10. The respective duties and obligations of the parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.
11. In the performance of this Agreement, Chamber shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age physical or mental handicap, medical condition, or sexual orientation.
12. If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.
13. This Agreement shall be governed by and construed in accordance with laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.
14. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party, which is not embodied herein, nor any other agreement; statement or promise not contained in this Agreement shall be valid and binding. Any modification of the Agreement shall be effective only if it is in writing and signed by all parties.

IN WITNESS HEREOF, the parties have executed this Agreement on the dates written on the next page.

CITY OF SOUTH PASADENA:

DATED: _____

BY: _____
Arminé Chaparyan, City Manager

CHAMBER OF COMMERCE:

DATED: _____

BY: _____
Andrew Berk, Board Chair

DATED: _____

BY: _____
Laurie Wheeler, Executive Director

ATTEST:

Lucie Colombo, CMC, CPMC
City Clerk
(seal)

APPROVED AS TO FORM:

City Attorney

ATTACHMENT 2



South Pasadena Chamber of Commerce

Annual Report

July 1, 2020 – June 30, 2021

With the ongoing COVID-19 pandemic and the resulting restrictions, mandates and guidelines outlined by the Los Angeles County Department of Public Health, the 2020-2021 fiscal year was one unlike any others. As the pandemic continued, and health department guidelines changed often, it felt much like a roller coaster of uncertainty. This annual report reflects the sense of community that is predominant in South Pasadena. Sense of community has always been part of the fabric of South Pasadena, and has continued throughout the pandemic.

Retail Promotion & Marketing

- The Chamber posted weekly on social media - promoting Chamber members, their products, events and services on the South Pasadena Chamber of Commerce page.
- Promoted South Pasadena shopping and services through website www.SouthPasadena.net
- New businesses were still opening in South Pasadena and were celebrated with appropriate protocols. While we limited the number of people in attendance, the events were livestreamed on Facebook. Grocery Outlet, Twoheys, Amma Boutique, Moss and Fern, Republic of Lucha all were warmly welcomed to the community. Hi-Life Burgers also celebrated their remodel and expansion of outdoor dining.
- Holiday Decorations: Installed the cheerful snowflake-themed holiday décor – skylines over Fair Oaks Avenue and pole décor on Mission and Fair Oaks. We also had ‘twinkle lights’ wrapped on the trunks of the street trees at the intersections on Mission Street, between Fair Oaks and Meridian.
- Utilized funding allocations from City Council to develop, launch and sustain a “Shop South Pasadena” campaign. This was a multi-faceted effort that included graphics, banners, advertising, and appropriate events and activities to encourage residents and visitors to shop/eat/enjoy South Pasadena.

Business Resource Center/Economic Development

- Monthly “ShopTalk” breakfasts went on hiatus from April through June due to the COVID-19 pandemic. We resumed the talks on Zoom, beginning in July, 2020. We focused on topics that were relevant and timely, including: Small Business Development Center: Helping Businesses Survive, HUTDogs: Zoom – Beyond the Basics, State of the City with Mayor Bob Joe, Composting with Compost Culture. We launched a ShopTalk HomeEdition, which focused on how to pivot to working at home while maintaining productivity, featuring

speakers from Options for Learning on how to find quality day care, Family Chiropractic discussing how to create an ergonomic work station at home,

- Assisted a number of businesses with questions on the process of opening a business, including Republic of Lucha, Pawtique, Grocery Outlet, Waverly Café & Bookstore.
- Held Economic Development Committee meetings Developers presented conceptual ideas on the 7 Patios project, a potential project at the Shaker's property and the South Pasadena Brewhouse.
- Collaborated with the Planning Department to have discussion sessions on Zoom to review planning initiatives including an update on the General Plan/Downtown Specific Plan, the Housing Element and Inclusionary Housing Ordinance. These meetings allowed further outreach and public input from the EDC members on these critical documents.

Community Outreach

- While many events and activities were cancelled, there were some that took place. Promoted community events by sending out dedicated e-mail blasts on countless events those events
- The Chamber President was invited to speak at the virtual meetings of the Rotary Club and the Oneonta Club to encourage the members of those groups to support local businesses.
- The Chamber partnered with the South Pasadena Chinese American Club to offer virtual bingo games to the community during the summer.

Events

- The traditional Chamber events – Arts Crawls, Eclectic Music Festival, after-hours mixers, etc. were not held.
- The Chamber worked to support South Pasadena businesses with various marketing and promotional activities.

Farmers' Market

- Conducted weekly Farmers' market, with various restrictions to comply with the COVID-19 protocols outlined by the LA County Department of Public Health.
- The traditional community events during the year were postponed/cancelled, including the Market Anniversary, Healthy Happy Halloween, the Bike Clinic and the Health Event. The Tree Lighting was modified to be a tree lighting only – no entertainment, food, Santa, etc. The Mayor members of SPARC that helped decorate the tree 'lit' the tree and it was streamed live on Facebook. Huntington Hospital did offer a free vaccine clinic in the fall, with social distancing protocols in affect
- The Market Annex was also inactive for the most part during the year. Hosted many local community groups and local businesses in the Market Annex and Community Corner
- Regular and compelling Facebook posts resulted in a milestone number of followers – over 7,000, making the South Pasadena Farmers' Market Facebook on of the largest in Southern California.

City Synergy

- Publicized and promoted virtual public outreach meetings on topics: General Plan/Downtown Specific Plan, the Climate Action Plan, housing issues and others. Encouraged merchants and business owners to attend and/or provide input and feedback on these issues.
- Worked closely with the Planning Department to launch the Al Fresco Dining and Retail Pilot program, including canvassing businesses, sending communications, coordinating permits, etc.
- Serving on the Foothill Workforce Development Board and their Employment Committee

SPARC Gallery @ the Chamber of Commerce – Arts Outreach

- The SPARC Gallery closed to the public for the year.

COVID-related Activities

Since the beginning of the pandemic, the Chamber pivoted its focus to communication.

- The weekly Newflash e-mails were supplemented by “Special Editions”. Information included grant and loan opportunity announcements, webinars to provide details on these funding sources, Health Officer Order updates indicating what opening protocols were current.
- Worked with the Community Services Department on the 2020 version of the Festival of Balloons
- Assisted the Finance Director with lists of businesses that were closed temporarily, and those that had closed permanently
- Worked with the Finance Director and the vendor on business license issues with specific businesses as well as notification of the temporary suspension of late fees and penalties for businesses renewing their licenses
- Coordinated with various restaurants and companies that wanted to provide meals for police and fire personnel
- Assisted and worked with the police department on a number of issues:
 - Domestic Violence awareness – poster and brochure distribution
 - Ongoing protests – notification to businesses of potential protests
 - Gathered feedback from businesses on the protests and how they are impacted
 - Health officer order notification to businesses
 - Curfew notifications
- Provided “Open”, “Taking orders” and “Closed” window signs for any business requesting them, at no cost, with the support of a Chamber member printing company.

Farmers’ Market COVID Status

Certified farmers markets in the state of California and the County of Los Angeles were deemed as essential businesses and thus allowed to continue to operate as the safer-at-home orders were initiated. The South Pasadena Certified Farmers’ Market continued to operate weekly, with a few closures to allow the Market management to make the necessary adjustments in compliance with Health Officer Orders. The LA County Department of Health issued a series of guidance documents on

the safe operation of Farmers' Markets. The South Pas Market adjusted to be in full compliance with each criteria, as issued. This involved:

- Additional signage
- Additional staff to monitor the number of attendees
- Rearranging booths to allow space between to the booths for social distancing
- Mandated mask wearing by staff, vendors and visitors
- Restrictions in the type of vendors that could sell at the market, which has been revised a number of times over the course of the last 12 months
- Establishing cleaning protocols

The Health Department has visited the market on several occasions to audit compliance. There have not been any major violations and the market has received commendations on the way these protocols are implemented. Minor adjustments have been made, based on health department recommendations, to increase the safety of all involved in the Market.

The Chamber and the City Manager's Office, Police Department, and other appropriate departments were in constant communication on the weekly market operations and compliance with orders.

The Chamber is proud to be able to continue to offer residents of South Pasadena and surrounding communities with the option of purchasing fresh produce and other grocery items in a comfortable, safe outdoor farmers market. The Chamber is also supporting small farmers and food vendors with the opportunity to stay operational, employ staff, and sell their unique, homemade and farm-fresh food items.

- Assisted in the promotion of local business and community events by including the events on southpasadenacalendar.com and the weekly Newsflash e-newsletter. This e-mail is sent to over 1,000 e-mail addresses, including Chamber members, potential members, city officials and staff, community groups and interested individuals. It enjoys an above-industry-standard open rate of approximately 30%. It features events and activities in town that are presented by Chamber members and organizations.

Chamber Committees

The Chamber has a number of active committees that meet on a regular basis. The Legislative Affairs and Economic Development Committees pivoted to a virtual meeting format. The Ambassador and Events committees went on hiatus

Business Improvement Tax

The Chamber fulfills all of the requirements of the BIT ordinance, and delivers on the requirements of the annual contract. Those requirements include:

1. The coordination of the holiday decorations
2. Investment in the promotion of public events that take place on or in public places
3. Furnishing music in public place
4. Engagement in the general promotion of retail trade activities in the 91030 zip code.

In addition, the Chamber operates a business resource center, visitor information center, a community art gallery in cooperation with SPARC and is a well-respected resource for connecting individuals and organizations in creating a strong community.

The amount of funds allocated from BIT to the Chamber, as outlined in the annual contract and the City’s adopted budget, from 2007 through 2015 was in the amount of \$120,500. The amount was raised in the 2015-2016 fiscal year to \$135,500, and remained at that level until the 2019-2020 fiscal year, at which time it was reduced to \$105,500. This amount was also allocated in the 2020-2021 fiscal year. Of that allocation, \$12,000 is mandated as a pass-through to the South Pasadena Tournament of Roses.

Business Improvement Tax Allocations

	2020-2021	
Al Fresco and Promotional Events	\$ 8,000	8%
Events – Eclectic Music Festival	\$ 0	
SPTOR	\$ 12,000	11%
Holiday Decoration Installation	\$ 12,000	11%
Advertising	\$ 12,000	11%
Business Resource Center (rent)	\$ 14,000	13%
Administration	\$ 47,500	45%

TOTAL **\$105,500**

TOTAL BIT ALLOCATION \$105,500

2020-2021 Board of Directors

Executive Committee:

Andrew Berk, Chair, Avison Young Commercial Real Estate

Sam Hernandez, Immediate Past Chair, Paradise Construction

Jamie Khuu Inzunza, Vice President, Mamma's Brick Oven Pizza & Pasta

Kris Morrish, Treasurer, The Kutzer Company

Michele Downing, VP Membership, Compass Real Estate

Steve Dahl, VP Economic Development, Dahl Architects

John Vandercook, Secretary, Kiwanis

Karla Thompson, Vice President, SmileHaus Orthodontics

Directors:

Thano Adamson, Mission Tile West

Jeff Burke, BurkeTriolo

Ed Chen, Athens Services

Camille DePedrini, Camille DePedrini Boutique

Janice Lupien, Arroyo Vista Inn

Jason Mak, Golden Oaks

Elda Marquez, Lowell & Vanderbilt Real Estate

Ray Delgado, HillSides

Lawrence Sin, Core Benefits



City Council Agenda Report

ITEM NO. 20

DATE: September 1, 2021

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

PREPARED BY: Lucy Demirjian, Assistant to the City Manager

SUBJECT: **Approval of a Redistricting Process for Post 2020 Census Redistricting; Approval of Professional Services Agreements with National Demographics Corporation (NDC) for a Not-to-Exceed Amount of \$32,500 for Demographic Services and Tripepi Smith for a Not-to-Exceed Amount of \$41,120 for Community Outreach/Engagement Services**

Recommendation Action

It is recommended that the City Council:

- 1) Select a redistricting process to meet statutory deadlines;
- 2) Authorize the City Manager to execute an agreement with National Demographics Corporation (NDC) in an amount not to exceed \$32,500 for demographic services; and
- 3) Authorize the City Manager to execute an agreement with Tripepi Smith in an amount not to exceed \$41,120 for community outreach/engagement services.

Executive Summary

In compliance with federal and state law, the City must undergo a redistricting process based on new 2020 US Census demographic data. The City transitioned to district elections in 2017. This will be the City's first redistricting effort to plan, draw, and revise City Council districts with the new Census data. District formation and redistricting typically requires special legal counsel, a demographer and an outreach firm to assist in this endeavor.

Due to recent changes to the California Voting Rights Act and the California Voter Participation Act, approximately 500 California jurisdictions have to go through redistricting to meet statutory deadlines. Although the Census Bureau has delayed the release of redistricting data, the City must commence the public redistricting process to adopt a new district map by the state-mandated deadline of 205 days prior to the November 8, 2022 election (i.e., April 17, 2022). While preliminary U.S. Census demographic data was released in mid-August, final data will be available at the end of September 2021.

Under the State's Fair and Inclusive Redistricting for Municipalities and Political Subdivisions Act (FAIR MAPS Act), local governments throughout California have several options to conduct the redistricting process. The City Council may decide to perform the redistricting process on its own, without the assistance of an advisory or independent commission. This allows for a transparent and streamlined process that can meet all statutory public hearing requirements and

can be achieved before the April 2022 deadline. The assistance of a demographer will be required to guide and support the City through the process. The City will also require the services of a communications consultant to perform comprehensive outreach, engage all stakeholders, and facilitate the required public meetings. Alternatively, the City Council may choose to establish an independent redistricting commission (IRC) or an advisory redistricting committee (ARC).

Background

On October 4, 2017, the City Council adopted Ordinance No. 2318 to change from at-large to district-based election by-district elections with respect to electing members of the City Council, establishing boundaries, and sequencing of elections within the districts. The City Council adopted a final District Elections map comprised of five districts. The first City Council election under the new District elections map was held on November 6, 2018, with two Council District seats on the ballot. The municipal election held on November 3, 2020 had three Council District seats on the ballot.

Every ten years, local governments are required to use new data from the Census to redraw their district lines to reflect how local populations have changed. State law requires cities and counties to engage communities in the redistricting process by holding public hearings and conducting public outreach, including to underrepresented and non-English-speaking communities.

Public Hearings will be held to receive public input on where district lines should be drawn. State law requires that a city hold no fewer than four (4) hearing open the public – at least one before drawing a map, and at least two meetings after publication of map. To increase public participation, the law now requires that those public hearings be noticed at least five days' prior, with draft maps published at least seven days before adoption, and public access to demographic and mapping data, among other requirements. Additional delays exist relating ensuring that notices are properly and timely published, including lead times to publication outlets. These significant scheduling challenges are what the communication specialist will be involved in addressing. Many cities choose to hold their districting public meetings concurrent with their regularly scheduled council meetings to address these scheduling challenges.

Staff recommends holding two hearings prior to the end of the calendar year, with one in November and one in December, then two additional hearings in January and February. This will allow for adequate time to accept public input, create maps that address the public comment, and fulfill the required number of public hearings, while leaving time to adjust the schedule prior to the April 17, 2022 mandated deadline.

Cities are already delayed due to the U.S. Census Bureau delays. The U.S. Census Bureau was required to release the data by March 31, 2021. Due to a variety of factors, the Census Bureau delayed the release of the 2020 US Census data used for redistricting. The Bureau announced that it would make data available to states in a technical format by mid- to late- August, and in the more user-friendly format (PL94-171) by September 30, 2021. The State has announced it will use the data released in August to build the Statewide Database but that process will take an additional four to six weeks. As a result, census data will not be available to local jurisdictions

until late September or early October, putting more of a burden on the schedule under which the City will need to perform the required number of hearings prior to adopting the redistricting boundaries by the mandated April 17, 2022 deadline.

In addition to the voting rights act, there are new rules and federal case law that apply to cities. Starting January 1, 2020, the California legislature put in place new rules for redistricting. The FAIR MAPS Act (adopted as AB849, revised by AB1276) significantly changed how city council election maps are drawn. A qualified demographer is required to prepare the maps in accordance with all federal and state voting laws.

Redistricting Process

Under the State’s Fair and Inclusive Redistricting for Municipalities and Political Subdivisions Act (FAIR MAPS Act), local governments throughout California have several options for conducting the redistricting process. All options require local governments to complete the redistricting process and adopt a new district map by April 17, 2022.

The City Council will need to select one of the following three methods for conducting redistricting process:

1. City Council
2. Advisory Redistricting Committee (ARC)
3. Independent Redistricting Commission (IRC)

An analysis of each method including is provided in the following chart.

Redistricting Process Options	Analysis
<p>1. City Council: The City Council performs the redistricting process under provisions of the FAIR MAPS Act. This process ensures a transparent and open redistricting process through mandated outreach to the community, posting of all information on a dedicated City website that will remain public for 10 years, and various public engagement opportunities led by City staff and demographer/consultant.</p>	<p>Recommended option Staff and consultants lead process at City Council meetings; with additional public engagement through virtual workshops.</p>
<p>2. Advisory Redistricting Committee (ARC): The City Council could appoint an advisory committee through either direct Council appointment or through a 30-day application and interview process. After an initial meeting before the City Council, the ARC would begin the redistricting process, including collecting community of interest testimony, drafting maps, seeking public input of the draft maps, and</p>	<p>The ARC is subject to the Brown Act. Delays schedule in selecting and appointing the committee Delays schedule in transmitting recommendations to City Council and if changes are required by City Council</p>

<p>recommending a map to the City Council. This work would be advisory with the City Council ultimately having the authority to pass the final plan. State law allows the City Council to have an advisory committee conduct this work, however, the meetings of this committee can only count toward two of the four public hearings the City is required to hold. In addition to the committee’s work, two City Council public hearings would be needed, with maps posted seven days in advance and opportunity for community involvement, prior to a final adoption of a plan.</p>	
<p>3. An Independent Redistricting Commission (IRC):</p> <p>The City Council could establish an independent body that would have authority to conduct the entire redistricting process and pass the final map for the City. Under state law, the City Council would have no role in the redistricting process or the selection of the commissioners, as both the redistricting and the commissioner selection processes must be independent from the City Council.</p> <p>To establish the IRC, the City Council would first create an application for residents to apply to be commissioners.</p> <p>The City Council would also need to establish an Independent Selection Committee (ISC) tasked with reviewing and scoring applications, conducting an interview process, and choosing a bank of qualified applicants to be used in the random draw of the first group of commissioners.</p> <p>The first group of commissioners would then meet to select the final group of commissioners with their selection guided by establishing a full commission that reflects the diversity of the City.</p>	<p>City remains responsible for the districting process</p> <p>State law prohibits certain persons who are not eligible to serve on an IRC (partial list):</p> <ul style="list-style-type: none"> • Current elected officials • Family/staff of current elected officials • Former appointed/ elected officials or candidates (within prior 8 years) • Contributed \$500 or more in a year to a local candidate (within prior 8 years) <p>The IRC is subject to the Brown Act, and members must file statements of economic interest.</p> <p>An IRC member is prohibited from being a candidate for an elective office of the City(5 year ban), contracting with the City (4 year ban), becoming city employee (4 year ban), or appointment to City office (2 year ban). (Partial list)</p>

Due to the costs associated with the IRC and ARC methods, staff is recommending that the City Council performs Redistricting with support from staff and consultants. This will require all mandated public hearings to occur at City Council meetings. This will also streamline the process and allow for work to begin immediately. The consultants will work with staff to prepare

all presentations and materials for the four required public meetings. The proposed contracts also provide for additional community workshops (virtual or in-person depending on health officer orders).

Formation of an ARC or IRC will require additional staff resources to time to establish and manage these new Brown Act bodies. Each committee would require an application and recruitment process, approval of the composition by the City Council, as well as Brown Act training for its members. Each aspect of that process requires additional time, funding, and staff resources.

Demographic Services

Redistricting determines which neighborhoods and communities are grouped together into a district for purposes of electing a City Councilmember. City Council Districts must be redrawn every ten years, following each decennial Census, so that each district is substantially equal in population. The City will require a qualified demographer to assist with the creation of draft maps in accordance with state and federal law.

To the extent practicable, district lines will be adopted using the following criteria:

- 1) Geographically contiguous districts,
- 2) Geographic integrity of local neighborhoods or communities shall be respected in a manner that minimizes its division,
- 3) Geographic integrity of a city shall be respected in a manner that minimizes its division,
- 4) Easily identifiable boundaries that follow natural or artificial barriers (rivers, streets, highways, rail lines, etc.), and
- 5) District lines shall be drawn to encourage geographic compactness. In addition, boundaries shall not be drawn for purposes of favoring or discriminating against a political party.

Staff recommends the proposed contract with National Demographic Corporation (NDC). NDC will prepare meeting materials, including presentation materials and maps, present key concepts, facilitate discussion, and gather feedback on existing and proposed boundaries. NDC is qualified to assist with revising the district boundaries within the City in accordance with the 2020 Census data due to its expertise dealing with the complexity and technical details needed to meet the standards established under the California Voting Right Act (CVRA) and Federal Voting Rights Act (FVRA). NDC has strong expertise in this field and is already familiar with the City's unique demographic characteristics as the firm assisted with the City's transition to district elections in 2017.

In addition, the South Pasadena Unified School District has also contracted with NDC to conduct its redistricting efforts, which allows for some information and cost sharing. Since the City and District share jurisdiction boundaries, the proposal from NDC includes cost-sharing with the District for the initial demographic database with the 2020 census data. Unfortunately, that is the extent to which costs and information can be shared as the criteria for redistricting applicable to the City is different, including the timeline and hearing requirements. The California Elections Code provides the statutory basis for redrawing the districts for county supervisors, city council

members, and the governing boards of special districts. The California Education Code provides for redistricting in school and community college districts that elect by trustee areas.

Public Outreach

The City, with the assistance of the communications consultant, will publicize the redistricting process on all city platform as well as the local media. The community will be notified about redistricting Public Hearing dates and the City will post maps online before adoption. This dedicated web page will be kept up to date for all relevant information about the redistricting process. The City is required to maintain this information for up to 10 years.

Tripepi Smith is a full-service public affairs and creative services firm. Tripepi Smith will be a much-needed resource to the City as it navigates its first redistricting process. The firm offers an experienced team with the capacity to deliver an expansive communications strategy for the next six months. Tripepi Smith is currently assisting other cities and public agencies on their redistricting process. The proposed professional services agreement provides for a communication strategy, including meeting/workshop planning and facilitation services, webpage development, press releases, social media content design and all other outreach, in collaboration with the City and the demographer.

Next Steps

1. Launch public outreach campaign including webpage for redistricting information.
2. Schedule community meetings and public hearings.
3. Adopt final maps before April 2022 deadline.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

The FY 2021-22 Budget includes funding for the demographic consultant contract, outreach services and meeting facilitation contract in the Elections Account 101-1020-1022-8170. In addition to the contract for outreach services, translation services will be required for public notices and for Public Hearings if residents submit a request 72-hours in advance. The cost is undetermined at this time; however, funding is included in the elections budget for these types of services. Significant staff time will also be needed to coordinate with the consultants on the public outreach and meetings.

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 with National Demographics Corporation
2. Professional Services Agreement with Tripepi Smith

ATTACHMENT 1
Professional Services Agreement with National
Demographics Corporation

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena / National Demographics Corporation)

1. IDENTIFICATION

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

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: **Demographic consultant 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 Consultant’s proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Lucy Demirjian, Assistant to the City Manager. 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 Forty-One Thousand One Hundred Twenty Dollars (\$41,120).
- 3.5. “Commencement Date”: September 1, 2021.
- 3.6. “Termination Date”: June 30, 2022.

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. Lucy Demirjian, Assistant to the City Manager, 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: 2021 Redistricting
 - 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: \$1,000,000 per occurrence,
\$2,000,000 aggregate

- General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Fire Damage (any one fire) \$ 100,000
 - Medical Expense (any 1 person) \$ 5,000

- 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: Management Services Department, 1414 Mission Street, South Pasadena, CA 91030.

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

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

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

13. MUTUAL COOPERATION

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

14. NOTICES

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

If to City

Lucy Demirjian
Assistant to the City Manager
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7210
Facsimile: (626) 403-7211

If to Consultant

Douglas Johnson
National Demographics Corporation
P.O. Box 5271, Glendale, CA 91221
Phone: (818) 254-1221
FAX (818) 254-1221
info@NDCresearch.com
www.NDCresearch.com

With courtesy copy to:

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”
National Demographics Corporation

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: _____

EXHIBIT A

Scope of Work

NDC tailors each project to the needs and goals of each jurisdictions. Below is a typical NDC-suggested timeline and description of project elements.

The dates provided below are general guidelines and will vary according to the goals, project choices, and deadlines of each jurisdiction.

This timeline is subject to change based on ongoing changes in the date when official population data will be available and possible changes in state deadlines.

September - October

Project Planning and decisions on public mapping tools, whether to use a commission, and other project options. Begin project communications and outreach; initial pre-draft-map hearing(s) held.

October – January

Census data received and processed; draft maps prepared, considered, and revised (in hearings and, if desired, less formal public workshops)

January – April

Final plan revisions made and plan adopted and implemented.

Detailed Project Scope of Work

September- October, 2021: Project Planning and Initial Outreach

- a. NDC works with the jurisdiction to prepare a detailed project timeline of expected outreach efforts, public forums, formal hearings, draft map dates, and final map adoption dates.
- b. NDC works with the jurisdiction staff (or contract specialized outreach staff – see notes below about that option if interested) to prepare a project outreach plan for all steps of the process covering target audiences, contact lists, social media efforts, any potential postcard mailings, utility bill inserts, flyers for distribution at schools, media briefings, and community group contacts.
- c. Decide what public mapping tool(s) to provide, if any.
- d. Decide whether to use a commission.
- e. Create the project website: NDC will provide advice and text for the jurisdiction’s website, or as an optional project element NDC will build a project website that the jurisdiction can simply link to from the jurisdiction site.
- f. NDC will work with jurisdiction and County Registrar staff to confirm GIS boundaries and to identify and include in our redistricting database any available GIS data that NDC and the

jurisdiction identify are likely to be useful as mapping references for NDC, the public, and for the jurisdiction.

g. Project outreach begins with initial alerts and ‘invitations to participate’ sent out to the general public, to overlapping jurisdictions, and to community organizations.

h. NDC prepares total population estimates for use in initial hearings and any public mapping tools.

i. NDC adds socio-economic data from the Census Bureau’s American Community Survey to the state demographic data.

j. NDC matches the demographic database to the existing election areas.

k. NDC prepares a report regarding the demographics and compliance with state and federal criteria of the existing election areas, including maps of “protected class” population concentrations and other socio-economic data often referenced in redistricting (such as income, education levels, children at home, language spoken at home, renters / homeowners, and single-family / multi-family residences).

l. NDC report is circulated to the jurisdiction and into the project outreach messaging.

m. Hearings / Forums: NDC presents an overview of the redistricting laws and criteria, jurisdiction demographics, and the population balance of the existing election areas and their compliance (or possible lack thereof) with state and federal requirements.

n. The project timeline and outreach plan are presented to the public for comments and feedback, along with a request to the public to provide guidance on what residents consider key neighborhoods, communities of interest, and other project-related regions in the jurisdiction.

o. If the optional public mapping tools and/or Public Participation Kit are included in the project, their use is demonstrated to the public.

p. If the optional public mapping tools and/or Public Participation Kit are included in the project, NDC provides email and phone support for any residents with questions regarding their use.

q. If the optional public mapping tools and/or Public Participation Kit are included in the project, at the jurisdiction’s option additional public forums on the use of those tools can be provided.

r. Outreach efforts continue with messaging to the public, with special focus on community groups with an interest in the redistricting.

November – January, 2021: Draft Mapping Time

s. 2020 Census total population counts released and California Statewide Database completes “prison adjustments” of the data. Total population counts in outreach materials and mapping tools are updated with the official Census data.

t. If the existing election areas are in compliance with state and federal rules and balanced, the jurisdiction decides whether to stop at this “Still Balanced” point or to continue with a standard redistricting.

- u. Outreach efforts continue with messaging reminding the public of the opportunity to provide written or mapped input on how the maps should be drawn and welcoming any maps residents with to submit.
- v. The public deadline for submitting any initial draft maps will be approximately seven days prior to the official deadline to post all draft maps online (to provide NDC time to process any draft maps received, and for NDC to develop our own two to four initial draft maps).
- w. All outreach channels are used to inform the public about the opportunity to submit draft maps and to encourage participation in the review of the upcoming draft maps.
- x. NDC processes all public draft map submissions, drafts NDC's draft maps, summarizes all of the draft maps. The maps, related demographics, and summaries are provided by NDC in web-friendly formats. These process maps are posted on the project website and on the NDC-provided interactive review map.
- y. At the jurisdiction's option, one or more informal workshops or public forums are held to gather residents' reactions to and preferences among the draft maps.
- z. The jurisdiction holds a hearing to review the draft maps, narrow down the list of initial draft maps, and provide direction on any desired new or revised maps.
- aa. Time provided for the public to submit any new maps and for NDC to provide maps based on the direction at the hearing. During this time, additional outreach is conducted to inform interested residents and community groups of the selected 'focus maps' and the remaining opportunities to participate in the process.

January – April, 2022: Map Adoption

- bb. Any new or revised maps, related demographics, and summaries are posted on the project website.
- cc. At the jurisdiction's option, one or more informal workshops or public forums are held to gather residents' reactions to and preferences among the remaining maps.
- dd. One or more hearings are held to continue the review and refinement of the focus maps and, ultimately, adopt the final map.
- ee. Outreach continues to inform residents and community groups of the progress of the project, opportunities for future participation, and, ultimately, which map is adopted.
- ff. Following map adoption, NDC coordinates map implementation with the County Registrar, informing the jurisdiction staff of the progress, any issues, and ultimate completion of that work.
- gg. NDC works with the jurisdiction staff to ensure preservation of all project data and records, including GIS-format versions of the adopted map.

EXHIBIT B

Fee Schedule

The not-to-exceed amount of the agreement is \$32,500.

Project Pricing

Basic Project Elements (covers everything except for per-meeting and optional expenses):\$12,500

Meeting expense:

- ☐ In-person attendance (\$2,750/meeting) 4 total..... \$11,000
☐ 1 "backup" in-person meeting (in case Council needs an extra meeting to decide) \$2,750
☐ 2 virtual workshops (\$1,250/meeting) \$2,500
☐ Kick-off virtual discussion \$1,250

For each meeting, NDC will prepare meeting materials, including presentation materials and maps; present and explain key concepts, including mandatory and traditional redistricting criteria and "communities of interest"; facilitate conversations; answer questions; and gather feedback on existing and proposed boundaries.

Per-meeting prices include all travel and other anticipated meeting-related expenses. Telephone calls to answer questions, discuss project status, and other standard project management tasks do not count as meetings and do not result in any charge.

Public mapping tools: \$ 5,000

- Caliper-centered system including all elements below
• "Maptitude Online Redistricting" (MOR)
• Tuft University's "DistrictR" (a simple neighborhood mapping tool)*
• Public Participation Kit paper- and Excel-based mapping tool

Discount for dual City/School District project overlap (\$2,500)

Total: \$32,500

*DistrictR is a simple paintbrush-based tool for mapping communities of interest and/or election areas. Residents simply go to the website link, overlay any of the many demographic shadings they wish to see, and then "paint" the Census Blocks that are part of the neighborhood or community of interest they wish to see kept together. Residents can submit multiple neighborhoods or communities of interest (they simply choose a different color for each), and the neighborhoods can even overlap. DistrictR can also be used to submit full district maps, though drawing a full map can be tedious using the simple paintbrush tool in all but the smallest jurisdictions.

ATTACHMENT 2
Professional Services Agreement with Tripepi Smith

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena / Tripepi Smith)

1. IDENTIFICATION

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

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: **Redistricting outreach/public engagement 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 Consultant’s proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Lucy Demirjian, Assistant to the City Manager. 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 Forty-One Thousand One Hundred Twenty Dollars (\$41,120).
- 3.5. “Commencement Date”: September 1, 2021.
- 3.6. “Termination Date”: June 30, 2022.

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. Lucy Demirjian, Assistant to the City Manager, 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: 2021 Redestricitng
 - 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: \$1,000,000 per occurrence,
\$2,000,000 aggregate

- General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Fire Damage (any one fire) \$ 100,000
 - Medical Expense (any 1 person) \$ 5,000

- 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: Management Services Department, 1414 Mission Street, South Pasadena, CA 91030.

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

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

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

13. MUTUAL COOPERATION

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

14. NOTICES

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

If to City

Lucy Demirjian
Assistant to the City Manager
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7210
Facsimile: (626) 403-7211

If to Consultant

Ryder Todd Smith
Co-Founder & Chief Executive Officer
Tripepi Smith
ryder@tripepismith.com
(626) 536-2173
FAX: (949) 679-8371

With courtesy copy to:

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”
Tripepi Smith

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: _____

EXHIBIT A Scope of Work

Expansive Engagement

Expansive Engagement focuses on the outreach, education, and generation of public interest in the subject, but also includes 2 virtual workshops to solicit commentary on criteria and educate the public about mapping tools. It also assumes that Tripepi Smith takes on a far more expansive role in the project management of the overall effort to further alleviate City Staff in the process.

The Expansive Engagement includes the following:

- Project management for the entire project, including overall schedule, resource scheduling, timeline management and demographer coordination.
- Graphic design for flyers/PowerPoints for 4 Council hearings
- Bilingual social media outreach over 6 months: 1 post and graphic per week
- 5 Press Releases
- 3 social media advertising campaigns
- 2 virtual workshops – all project management/planning, promotion, facilitation
- Tripepi Smith representative at up to 1 Council hearing to provide commentary on outreach
- Creation of content and maintaining content for a redistricting website/subpages (does not include the stand-alone website)
- Animated explainer video
- Community group outreach and phone calls

Project Management

Tripepi Smith would facilitate all project calls for this engagement and create a living agenda to manage the efforts and timing between the demographer, legal counsel, City and Tripepi Smith. After the initial set-up, these meetings would be biweekly from (tentatively) September 2021 to April 2022, from the beginning of the outreach process to the map adoption. The phone calls would typically last up to an hour and will have a detailed agenda and notes. After each call, Tripepi Smith would send a summary email about decisions made on the phone call and related action steps for all involved parties. Call content would focus on action steps, timeline, coordination with City staff and verifications of action steps with the legal and demographic experts.

In-Person Meetings

If possible with COVID-19 limitations, Tripepi Smith would coordinate with City staff to identify venues and dates to host in-person workshops and meetings to seek public feedback on new district lines and provide information on map-drawing tools. Tripepi Smith would collaborate on development of an agenda, facilitate workshops, document community feedback and promote positive engagement around the process. Additionally, Tripepi Smith can provide graphic design services to create bilingual PowerPoint decks for the presentations and flyers for attendees. We can coordinate simultaneous translation with local partners or City contractors. Tripepi Smith can optionally record the meetings and provide videos, with any relevant slides interspersed and closed captions. These videos would likely fulfil the requirement to post a summary of the meeting.

Virtual Meetings

Tripepi Smith can also coordinate and facilitate virtual meetings and workshops to seek public feedback and educate residents on map-drawing tools. Virtual meetings are helpful since they break down all geographic barriers: every resident in the City with access to internet has access to attend. Further, they can be recorded for later use and there is no travel involved for consultants. The legal status of such virtual meetings counting towards the 4 legally-required meetings remains in flux as it is connected with the state of the pandemic in 2021 and 2022. Regardless, virtual meetings are an effective tool as a supplement to the required hearings to provide information and solicit public feedback. Tripepi Smith can coordinate and engineer the meetings and provide facilitation services. We can also work with City staff to promote the meetings and to leverage our identified outreach and advertising work to promote meeting participation. Our videographers can process recordings of the meetings to fulfill posting requirements. Tripepi Smith has methodologies for recording Zoom calls in multiple languages.

Press Release/News Article for Website

Tripepi Smith proposes to draft bilingual press releases (English/Spanish) throughout the project to ensure local media aids our efforts to reach City residents. Tripepi Smith will identify media contacts, collaborate with City staff to further expand the media list and ensure we reach ethnic media. For key media, Tripepi Smith will follow up with phone calls. We foresee the following possible press releases: (1) redistricting kickoff announcement, (2) announcements on venues and times for meetings and workshops, (3) announcement of mapping resources and tools, (4) announcement about the Council's hearings on the draft maps and (5) announcement on the adoption of new district lines.

Creation and Updates to a Redistricting Website

Tripepi Smith can create a bilingual redistricting website or subpages in coordination with the demographer. The website/pages would launch in the summer of 2021 with information from the Secretary of State about redistricting and a preview of the process in the City. Tripepi Smith would update the website/pages throughout the redistricting process with resources for the community, including all required information about meetings and draft maps if included in the package/scope agreed to by the City. If the City chooses to create a separate website, Tripepi Smith would charge a flat fee of \$3,500 to set up and host the site, with a \$610 annual fee for hosting. Social Media Support Tripepi Smith would create bilingual copy and graphics for one social media post about the redistricting process per week throughout the engagement. We anticipate this outreach lasting eight months, from (tentatively) September – April 2022. We can boost posts (paid advertising) on Facebook and Instagram to help spread the word about meetings and solicit public commentary.

Group Outreach

Smith will contact a list of community groups to foment engagement on the project. Particular attention will be paid to locate and contact groups representing or connected to hard to reach populations in the City. The outreach work will be thoroughly documents to create a record of the outreach to these groups. The Expansive Engagement approach uses a fixed scope and fee approach to bring more certainty to the cost of the outreach for the City. Work that evolves beyond the defined scope is addressed on either an incremental noted fee basis or through time and material work. Such incremental work would be clearly noted and authorized by the City in writing prior to proceeding.

**EXHIBIT B
Fee Schedule**

Package and Add-Ons	Price
Expansive Engagement Package	\$41,120
In-Person Workshop (Includes All Planning, Attendance and Recording)	\$5,550 (First) / \$3,575 (Each Additional)
Virtual Workshop (Includes All Planning, Attendance and Recording)	\$4,040 (First) / \$2,695 (Each Additional)
Each Additional Press Release	\$450
Video Recording at In-Person Meeting	\$1,765
Creation of Separate Redistricting Website	\$3,500 plus hosting fees \$610/year
Animated Explainer Video Custom to South Pasadena	\$2,900

Payment Schedule

Tripepi Smith proposes the following payment schedule:

Kickoff: 30%

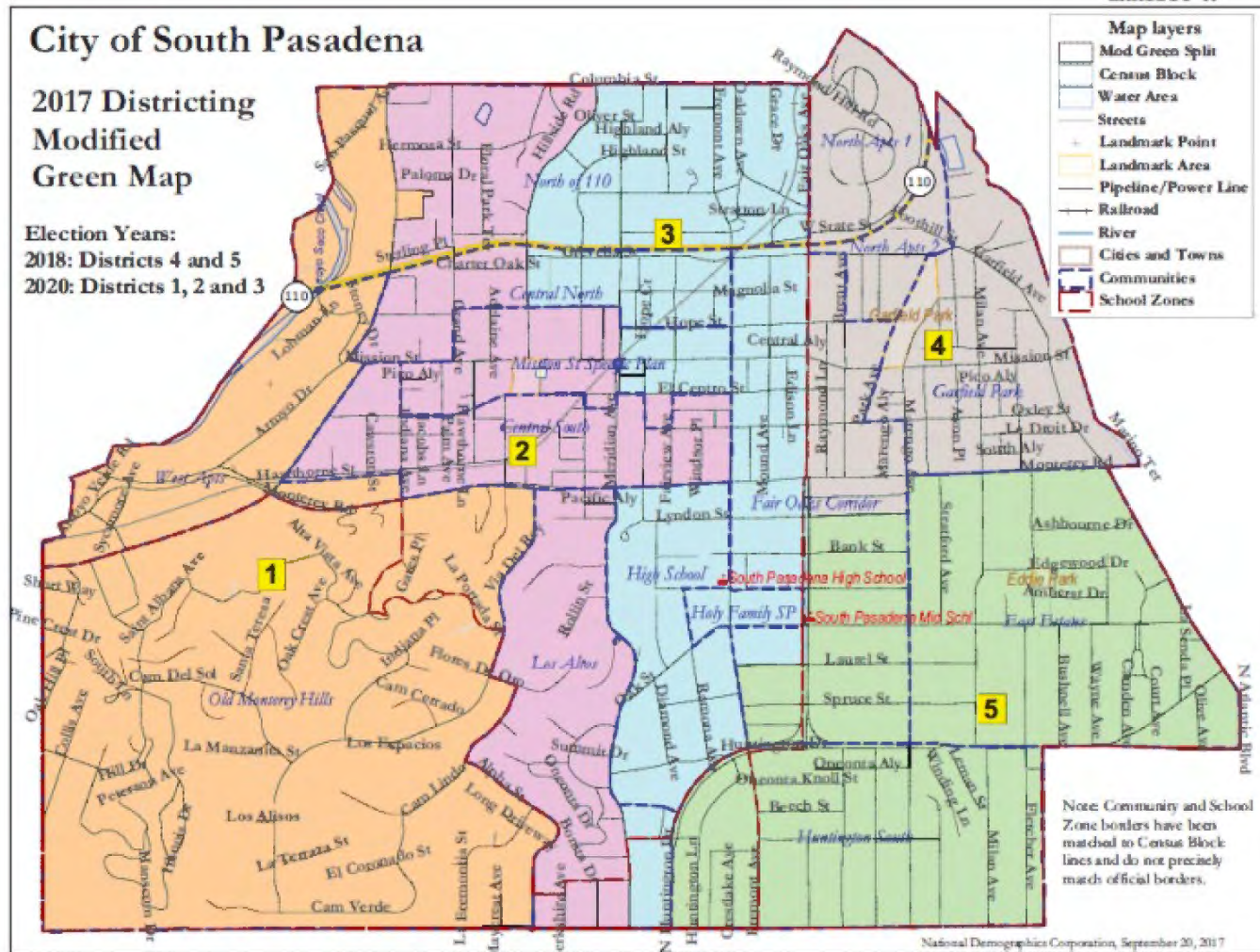
Start of Official Hearings: 30%

Final Map Adoption: 40%

Ad hoc work is invoiced at the end of the month. Fixed items are invoiced upon delivery



South Pasadena Redistricting





South Pasadena Redistricting

- The City transitioned to district elections in 2017
- The City must undergo a redistricting process based on new 2020 US Census demographic data.
- The City must commence the public redistricting process to adopt a new district map by the state-mandated deadline of April 17, 2022.
(205 days prior to the November 8, 2022 election).



Redistricting Process

- Under State FAIR MAPS Act, local governments have options to conduct redistricting process:
 - **City Council led** (*recommended*)
 - **Advisory redistricting committee (ARC)**
 - **Independent redistricting commission (IRC)**
- Formation of an ARC or IRC will require additional staff resources and time to establish.
- Brown Act bodies would require application and recruitment process, approval by the City Council, and training for its members.
- Cities already delayed due to the U.S. Census Bureau delays. Statewide database expected late September.



Redistricting Requirements

- Redistricting determines which neighborhoods and communities are grouped together into a district for purposes of electing a City Councilmember
- Public Hearings will be held to receive public input on where district lines should be drawn.
- State law requires that a city hold no fewer than four (4) hearing open the public.
- District shall be substantially equal in population, and must follow criteria set by federal and state law.
- Beginning January 2020, news state legislation significantly changed how election maps are drawn.



Demographer & Outreach

- National Demographic Corporation will assist in the preparation of maps to meet state and federal voting rights act.
 - Facilitation of public hearings to gather feedback on potential boundaries.
 - Public mapping tools
- Tripepi Smith will assist with community outreach and facilitation of workshops and meetings.
 - Prepare press releases, social media content (multiple languages)
 - Develop a dedicated webpage with information on the process, meetings and materials.



Tentative Timeline

September-October 2021

- Preliminary outreach and public workshops

November-December 2021

- Public Hearings (at least 2; 1 before drawing maps)

January-February 2022

- Public Hearings (at least 2)

March-April 2022 (*Deadline April 17, 2022*)

- Adoption of final map (requires 2 readings of ordinance)



City Council Agenda Report

ITEM NO. 21

DATE: September 1, 2021

FROM: Arminé Chaparyan, City Manager *BS for AC.*

PREPARED BY: Brian Solinsky, Chief of Police
Shahid Abbas, Public Works Director

SUBJECT: **Receive and File Fremont Avenue and Monterey Road Traffic Incident Update**

Recommendation

It is recommended that the City Council receive and file the Fremont Avenue and Monterey Road Traffic Incident Update.

Commission Review and Recommendation

On June 14, 2021, the Public Safety Commission (PSC) reviewed this item during their regularly scheduled meeting. The PSC unanimously gave support to present this report to the City Council for review.

Discussion/Analysis

Traffic safety programs form an integral component of an effective, comprehensive law enforcement operation. A primary duty of the South Pasadena Police Department is to help facilitate the safe and expeditious movement of vehicular and pedestrian traffic. To promote compliance with traffic laws and raise driver awareness on the causes of traffic collisions, the Police Department appropriately warns, cites, or arrests traffic violators.

There are many approaches to traffic safety presently taken by law enforcement throughout the region, as one might expect. As we continue in the 21st century, emerging trends and new technology will be of the utmost importance.

Traffic Issues

Traffic Volumes

Traffic volumes have increased nearly everywhere. What once was a leisurely commute to work in a rural or suburban area has become a stressful and patience-trying battle. As these traffic volumes increase, aggressive driving and incidents of violence behind the wheel have risen. It is increasingly difficult for law enforcement to single violators out, divert them from the traffic stream, and adequately enforce the traffic laws during commuter rush hours, which now last well into the early evening.

Excessive Speeds

The City performed a speed survey on Fremont Avenue in 2014, indicating the average speed of vehicles is 28 MPH with a posted speed limit of 30 mph. Although a small number of vehicles were observed exceeding this speed limit, more than 85 percent of all cars observed were within 3 MPH of the posted limit. The study and recent collision data do not indicate that excessive speeds are a significant problem on Fremont Avenue. An updated survey conducted in 2020, as shown in the attached North/South Smart Mobility Plan, indicated similar results.

Traffic Mitigation Efforts

Enforcement

With Fremont Avenue as a vital arterial roadway, the Police Department has focused significant enforcement resources on the corridor preventing collisions and easing congestion through high visibility enforcement efforts. These efforts include daily attention in one form or another by both traffic and patrol officers in addition to mobile speed signage.

Education and Highway Safety

As mentioned previously, along with engineering and enforcement, education has always been and must remain a vital component of South Pasadena's roadway safety. The education component has been emphasized in numerous outreach efforts, including Neighborhood Watch, Citizen's Academy, Teen Academy, and used by the School Resource Officer.

The Internet

The Police Department's web page provides resources to drivers on such topics as the purpose of traffic enforcement, how to behave when stopped by the police, how to pay or contest a ticket, the meaning of penalty points on driver's licenses, safety messages, and notification of safety checkpoints.

School Resource Officer

With the increasing trend toward removing law enforcement from our public schools, the value in spreading traffic safety by a School Resource Officer (SRO) cannot be overlooked. The traffic-related duties of the SRO include guest appearances at driver education classes, safety lectures and bicycle rodeos for younger children, classes in child safety seats and seat belts, discussion of traffic offenses, and voluntary safety inspection of students' cars.

Multi-Jurisdictional Task Forces

Increased workloads and labor shortages in the ranks of neighboring law enforcement agencies make it challenging to mount intensive, targeted traffic enforcement efforts that require the permanent or temporary deployment of specialized units. Where an individual department or agency cannot muster sufficient strength to address a problem shared by other jurisdictions, regional, multi-jurisdictional efforts have been effective. Each contributes one or two individuals to a team that operates across jurisdictional lines to address common problems.

Working in a collaborative effort, the Police and Public Works Departments consider the "Five E's" of traffic safety: Education, Encouragement, Enforcement, Evaluation, and Engineering. Education, enforcement, and engineering speak for themselves. However, encouragement means getting stakeholders involved and becoming part of the solution. Evaluation refers to a comprehensive review of a safety program to ensure the measures put in place are working. All five of these components must be present to have an effective response plan.

Alternatives Considered

The City provides several alternative solutions to assist in traffic calming measures in the attached and referenced report. These options would require a detailed study to determine practical elements that meet all design requirements and standards as described in the North/South Corridor Smart Mobility Plan: Fremont Avenue

Background

The City Council has identified traffic safety as a significant and continuing goal. The City has received and continues to receive public comments regarding traffic and pedestrian safety concerns at various locations along the Fremont Avenue corridor. The circumstances were explicitly focused on the intersection of Monterey Road.

This report is intended to update the Council on identified traffic safety concerns of Fremont Avenue at Monterey Road and highlights steps taken to address these concerns. Below are the identified areas of matter related to this intersection.

- Pedestrian crossing safety
- Excessive speeds

This report addresses each of these concerns and potential options for consideration, along with a summary of existing conditions on the roadways.

Fremont Avenue is a two-lane minor arterial roadway with a posted speed limit of 30 MPH and an average daily traffic volume (ADT) of approximately 18,494. Monterey Road is a four-lane arterial roadway with a posted speed limit of 35 MPH. A traffic signal controls the intersection. Both streets are mixed with commercial and residential use, although the primary use being residential.

Parking is allowed on both sides of Fremont Avenue except where red curbs have been painted to improve sight distance and adjacent to fire hydrants. According to data collected by the Police Department, there were two reportable collisions between 2019 and 2020 on Fremont Avenue at Monterey Road. The additional six were minor and consisted of informational exchanges. This data includes the area 200' north and south of Monterey Road. With the limited number of collisions, the quantitative data was inconclusive in determining an accurate primary collision factor. Six of the moving violations were caused by drivers failing to obey posted traffic signs.

	Injury Collisions	Non-Injury	Pedestrian	Citations
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Totals	2	6	0	12

An August 2020 report prepared for Council entitled the North/South Corridor Smart Mobility Plan: Fremont Avenue provided the following statistical data:
 Fremont Ave Data Overview

Average Traffic Volumes

- 2014: 26,071 vehicles
- January 22, 2020: 18,494 vehicles
- Decrease between 2014 and 2020: 29.1%
- AM Peak: 1,236 & PM Peak: 1,448 (both directions)

Average Speed

- 2020: 29 mph (consistent with 2014 speed survey data)
- Actual travel speed 23 to 24 mph
- 81% of the vehicles traveling within posted speed limits

Vehicle Classification

- Single Unit Vehicles (passenger cars/SUV): 18,051 units (98%)
- 2-Axel 6 tire (mostly utility trucks): 380 units (2%)
- Large Trucks (3-axel units): 25 units

Fiscal Impact

There is no fiscal impact in the presentation of this report. However, the budgetary implications may change if the City Council explores alternative solutions or initiate a comprehensive study.

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 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. North/South Corridor Smart Mobility Plan: Fremont Avenue
2. Public Safety Commission Staff Report - June 14, 2021

ATTACHMENT 1
North/South Corridor Smart Mobility Plan: Fremont Avenue



NORTH/SOUTH CORRIDOR SMART MOBILITY PLAN: FREMONT AVENUE

CITY COUNCIL
AUGUST 5, 2020

FREMONT AVENUE



- Classification: Arterial
- Capacity of Arterial: 1,600 to 1,900 vph per lane
- Two lane arterial (one lane in each direction)
- Posted Speed Limit 30 mph



Fremont Ave Data Overview

- Average Traffic Volumes
 - 2014: 26,071 vehicles
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Neighborhood Concerns

- Decrease congestion and illegal trucks.
- Deter excessive speeding.
- Safe pedestrian crossings and sidewalk connectivity.
- Make Fremont more family and pedestrian friendly.

Neighborhood Requested Improvements

- Installation of digital speed signs.
- Construction of medians restricting illegal trucks accessing the street.
- Creation of a roundabout/crosswalk at Fremont and Buena Vista, including pedestrian control features like RRFB.



Short Term Measures: Fremont Ave

- Replace faded striping along the corridor.
- Added “Keep Clear” striping/signage at Fremont and Lyndon.
- Add high visibility crosswalks on Buena Vista St.
- Add speed limit signage as needed.
- Striping for parking spaces.
- Coordination with Police Department to increase enforcement and deployment of portable speed feedback signage.
- Install additional signage to deter trucks on Fremont Ave.
- Completed CIP Project Forms for Fremont Avenue funding.
- Applied for Metro MAT grant seeking funding for Active Transportation.
- Continue to collaborate with the Families on Fremont.



MTIC Short Term Requested Items: Fremont Ave

- Northbound left turn lane on Fremont Ave at Buena Vista St.
- Edge line striping along Fremont Ave.
- Painted medians.
- Reverse curve sign and advisory speed limit sign adjacent to flashing beacon on Fremont Ave near Buena Vista St.
- Relocate the speed limit sign near 411 Fremont Ave closer to Columbia St.
- Repaint the Speed Limit pavement markings (between Buena Vista Ave and Foothill St).
- Update pedestrian signal crossing timings on Fremont Ave.
- Additional signage to deter trucks from turning onto Fremont Ave.



MTIC Short Term Requested Items: Fremont Ave

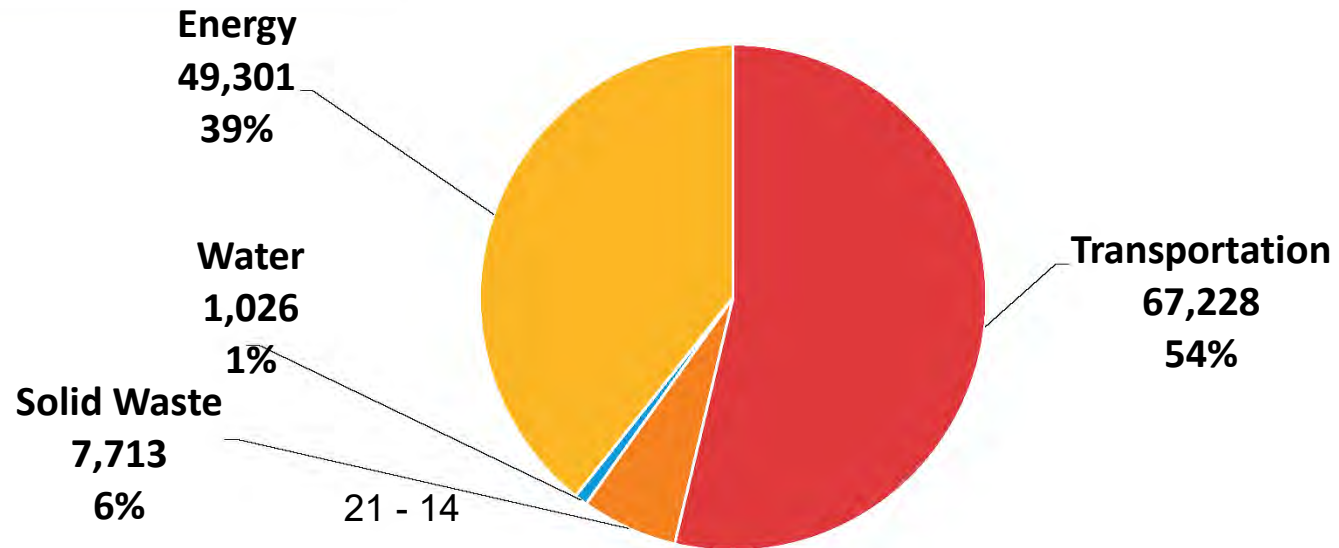
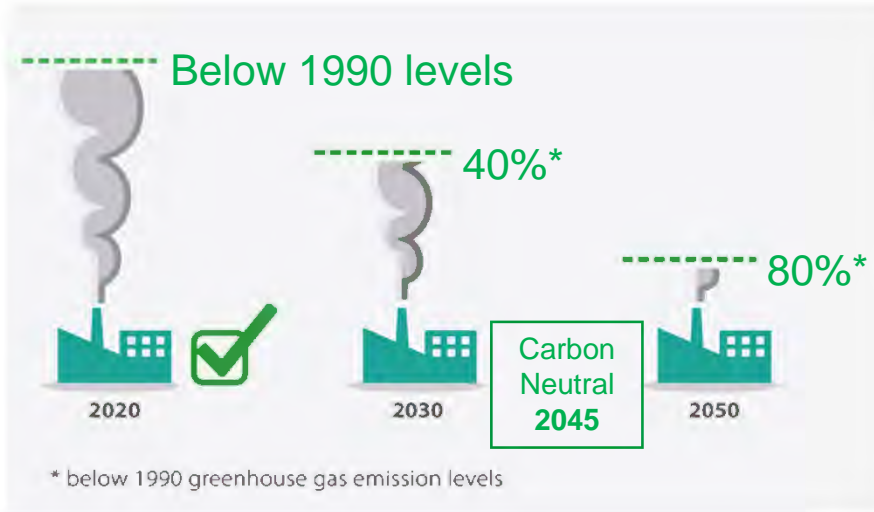
- Activate northbound right turn traffic signal at Fremont Ave and Huntington Dr (complete).
- Add protected left turn traffic signal from southbound Fremont onto eastbound Huntington Dr (Capital Project).
- Update signal timings at Fremont Ave and Huntington Dr (coordinate with above).
- No Left turn on Fremont Ave from side streets during school drop off and pick up.
- Additional red curb paint on Fremont Ave north of Buena Vista St.
- Collaborate with Cities of Pasadena and Alhambra on Fremont Ave.



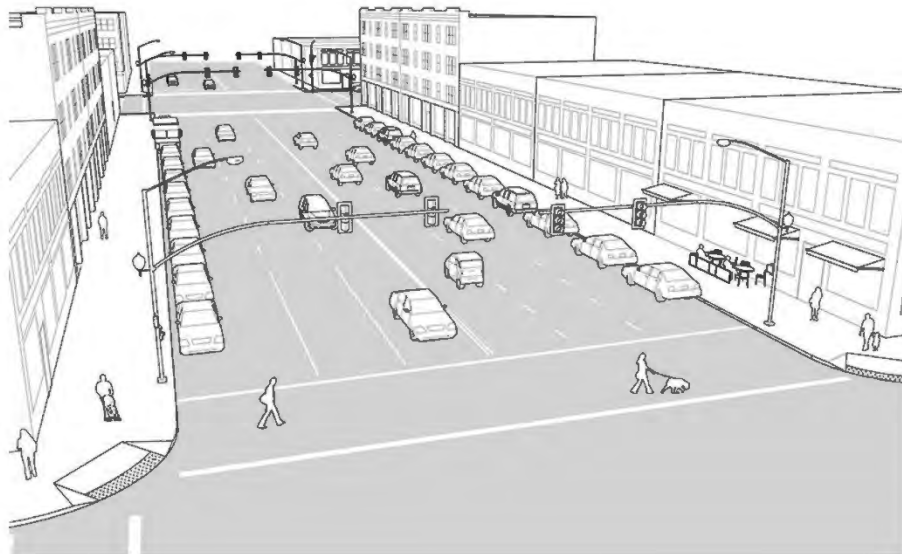
City's Plan Looking Ahead on Fremont Ave

- Staff continues to work with Families on Fremont to gain support for the Fremont Avenue Complete Street Project.
- Convert Fremont Avenue to a “*Livable Complete Street*” with “*Smart Mobility and Active Transportation*” incorporating “*Green Streets*” design elements.
- Complete Street Definition: “A transportation facility that is planned, operated and maintained to provide safe mobility for all users, including bicyclists, pedestrians, transit riders, and motorists appropriate to the **function and context** of the facility.” – Caltrans Deputy Directive 64-R2

Climate Action Plan Info/Data



Complete Street – Before & After



Before



After

Street without Complete Street Elements



Complete Street – Examples





City's Plan Looking Ahead on Fremont Ave

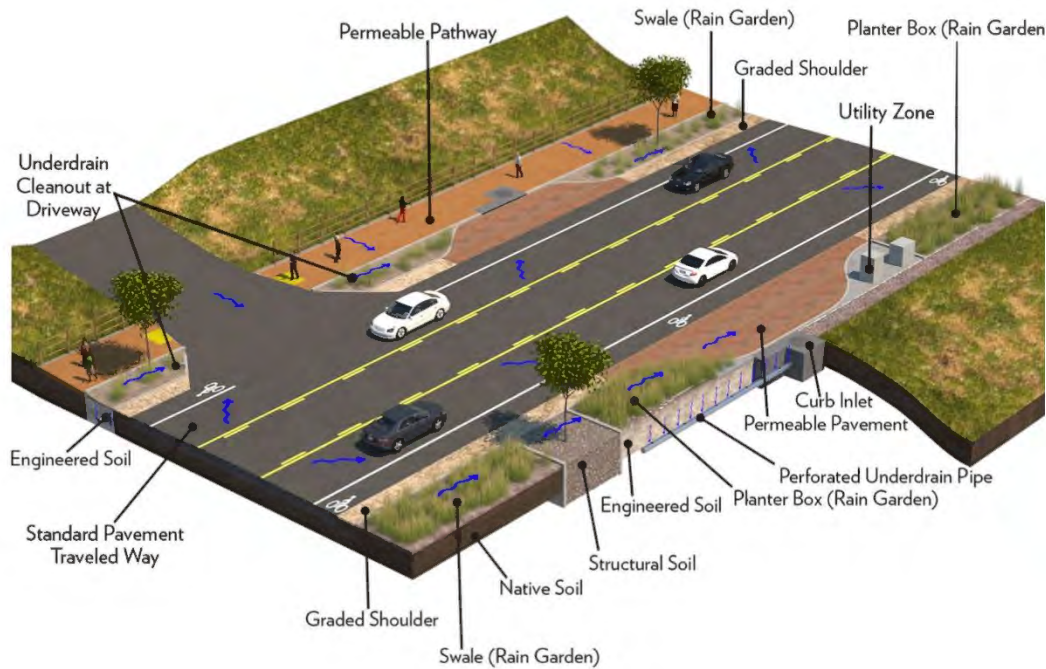
- Potential Complete Street elements for Fremont Ave:
 - Create safe and attractive Green Street.
 - Aesthetically pleasing flat raised (conspicuous) intersections and crosswalks to improve visibility and traffic calming.
 - Protected Intersections.
 - Medians treatments along the corridor.
 - Refuge islands and vehicle separation.
 - Gateway treatments including roundabouts and channelizers.
 - Pinchpoints.
 - Pedestrian control features such as Rectangular Rapid Flashing and other hybrid devices like Hawk Signals.
 - Install bike facilities including green pavement marking.
 - Upgrade traffic signal to include adaptive pedestrian and bike safe crossing features.



City's Plan Looking Ahead on Fremont Ave

- Potential Complete Street elements for Fremont Ave:
 - Improve signal progression to create traffic platooning.
 - Real-time speed and travel time monitoring systems.
 - Changeable speed feedback signage.
 - Pavement resurfacing/rehabilitation.
 - Upgrade the pavement markings and signs throughout the corridor.
 - Improve pedestrian and ADA accessibility along the corridor.
 - Improve safe route to schools where possible.
 - Parkway treatment where appropriate.
- Complete street design elements will require a detailed study to determine effective elements that meet all design requirements and standards.

Green Streets



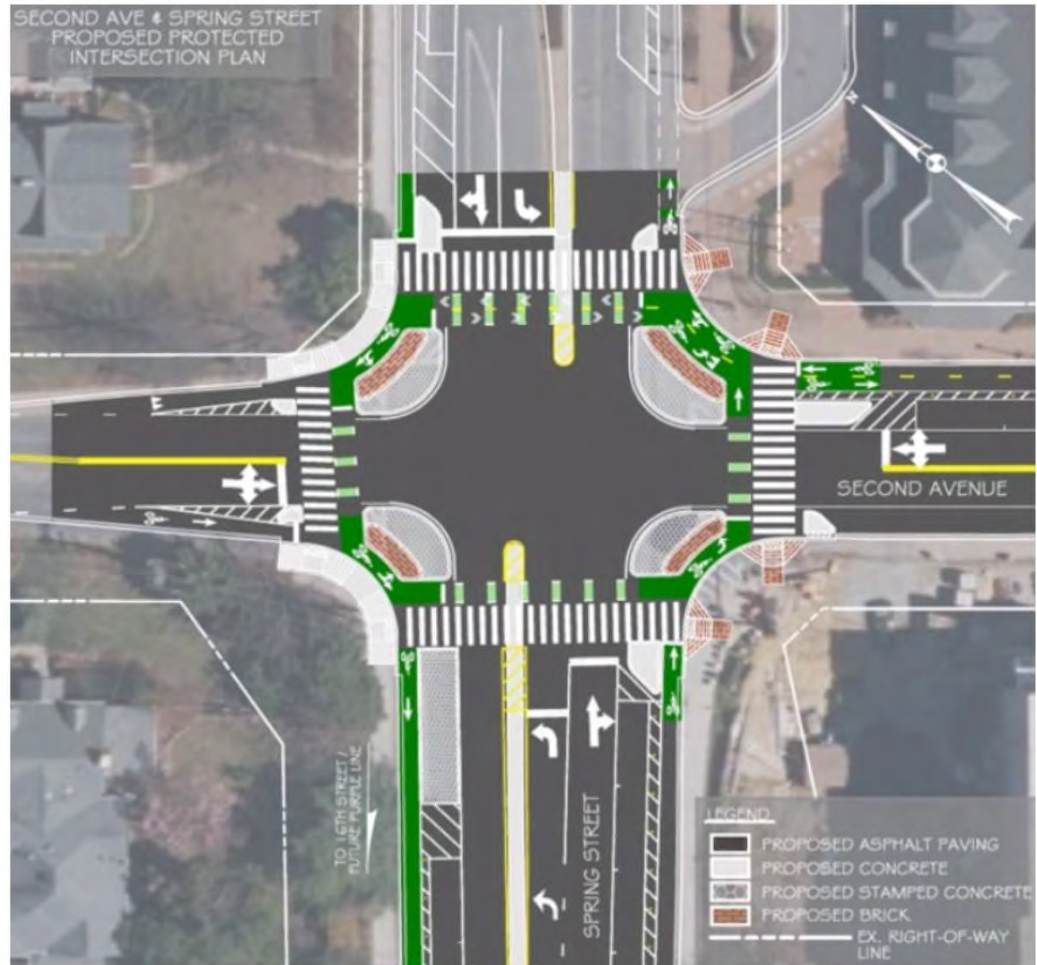
Raised Intersection & Crosswalk Improvements



High Visibility Crosswalks



Protected Intersections



Median Treatments & Refuge Islands



Median Treatments & Refuge Islands



Roundabouts



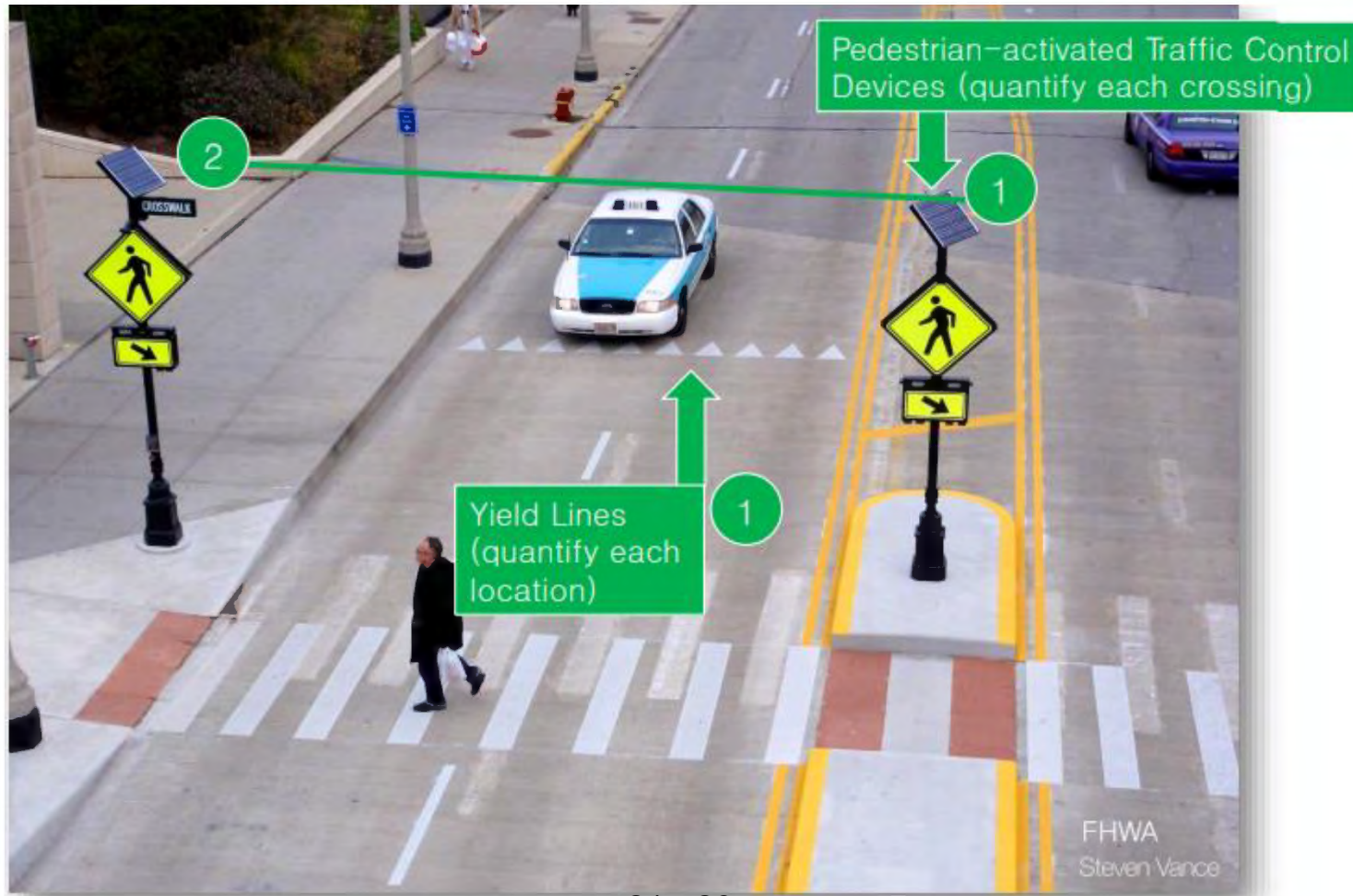
Gateway Treatments: Channelizers



Pinchpoints



Pedestrian-Activated Traffic Control Devices & Refuge Island



Rectangular Rapid Flashing Beacon



High-Intensity Activated Crosswalk (HAWK)



Green Bike Pavement Markings



Upgraded Traffic Signals



Real-time Travel Information





FREMONT AVENUE COMPLETE STREET CONCEPT PLAN

Fremont Ave – Existing Configuration



Fremont Ave – Complete Street Concept





Funding Available for Fremont Ave

- City has received \$10M in Measure R MIP to mitigate SR-710 impacts to increase north-south through put traffic and capacity on Fremont.
- This is against the wishes of the community and these funds cannot be used for traffic calming.
- Therefore, the City applied for MAT grant with Metro for Fremont Avenue Complete Street.
- Complete Street may require parking removal to install active transportation facilities.
- Funding has been requested for Fremont Complete Street Project in the City's Capital Improvement Plan.
- Continue to seek active transportation grant funding.

Shelf Ready Projects





QUESTIONS?



BACKUP SLIDES



Fremont Ave Data Overview

- Fremont Avenue
 - Classification: Arterial
 - Capacity of Arterial: 1,600 to 1,900 vph per lane
 - Two lane arterial (one lane in each direction)
 - The data presented for Fremont Ave between Columbia Street and Buena Vista Street



Fremont Ave Data Overview

- Average ADT

- 2014: 26,071 vehicles
- December 17, 2019: 19,907 vehicles
- January 22, 2020: 18,494 vehicles
- Decrease between 2014 and 2020: 29.1%

- Peak Hour Volume

- AM Peak: 1,236 vehicles (total both directions)
- AM Peak Hour Factor: 0.9
- PM Peak: 1,448 vehicles (total both directions)
- PM Peak Hour Factor: 0.9



Fremont Ave Data Overview

- Average Speed
 - Posted Speed: 30 mph
 - 2020: 29 mph (consistent with 2014 speed survey data)
 - Actual travel speed 23 to 24 mph
 - 81% of the vehicles traveling within posted speed limits
- Vehicle Classification
 - Single Unit Vehicles (passenger cars/SUV): 18,051 units (98%)
 - 2-Axel 6 tire (mostly utility trucks): 380 units (2%)
 - Large Trucks (3-axel units): 25 units
 - Buses (mostly school): 26 units



Fremont Ave Data Overview

- Collision Data (2015 to 2019 from SWITRS)
 - 4 collision in 5 years at an average of 0.8 collisions per year.
 - No fatal or serious injuries in the data reported years.
 - Rear End Collision - Fremont and Foothill: southbound on 5/14/2015.
 - Rear End Collision - Fremont and Foothill: southbound on 11/28/2016.
 - Collision with Parked Vehicle - Fremont and 588' south of Columbia: southbound on 12/9/2015.
 - Rear End Collision - Fremont and 519' south of Columbia: southbound on 11/11/2019.
 - Motorcycle collision on 1/8/2020 no yet reported in SWITRS.



2011 Fremont Ave Concept Plan

- 2011 Concept Plan prepared by Glatting, Jackson, Kercher, Anglin, Inc.
- Raised medians at intersections and raised intersections around the schools.
- Bulbouts at major intersections (such as Monterey Road).
- Pedestrian treatments at post office (near El Centro).
- Roundabout at railroad crossing and Grevalia Street.
- Fremont Ave and Alhambra extension of the merge lane.
- A concept plan, no data and engineering details are provided in the report.



Neighborhood Requested Improvements

- Installation of digital speed signs (\$60,000).
- Construction of medians restricting illegal trucks accessing the street (\$100,000-150,000).
- Creation of a roundabout/crosswalk at Fremont and Buena Vista (crosswalk with control features like RRFB \$100,000).
- Decrease congestion and illegal trucks (additional signage at minimal cost and channelizer for \$150,000-\$200,000).
- Deter excessive speeding (additional speed limit signs and traffic calming devices along the corridor, cost varies).
- Safe pedestrian crossings and sidewalk connectivity.
- Make Fremont more family²¹⁻⁴⁷ and pedestrian friendly.



Measure M MSP Project Summary

- Original Measure M MSP Project List (Year 1 to 5):
 - Columbia St. and Pasadena Ave. Turn Lanes, Columbia St and Orange Grove Ave. Striping = \$150K (2019-20 FY)
 - Garfield Ave and Monterey Road Traffic Signal = \$400K (2019-20 FY)
 - Garfield Ave and Oak Street Traffic Signal = \$400K (2019-20 FY)
 - Fremont Avenue and Huntington Drive Signage = \$140K (2021-22 FY)
 - Grevalia Street and Fair Oaks Ave Striping and Signal Timing = \$50K (2021-22 FY)
 - Fair Oaks, El Centro/Oxley, Meridian, Fremont Bikeway Improvements = \$69K (2021-22 FY)
 - Total Measure M Funding (Year 1 to 5) = \$1.2M



Measure M MSP Project Summary

- Updated Measure M MSP Project List:
 - Garfield Ave and Monterey Road Traffic Signal = \$400K (2019-20 FY)
 - Meridian Ave Complete Street = \$922K (2020-21 FY)
 - Diamond Ave and Lyndon St Intersection Improvement = \$200K (2020-21 FY)
 - Mission St, Arroyo Dr, and Stoney Dr Intersection Improvement = \$200K (2020-21 FY)
 - Total Measure M Funding (Year 1 to 7) = \$1.7M

ATTACHMENT 2
Public Safety Commission Staff Report - June 14, 2021



Public Safety Commission Agenda Report

ITEM NO. _____

DATE: June 14, 2021

FROM: Brian Solinsky, Chief of Police
Shahid Abbas, Public Works Director

SUBJECT: **Recommendation to Receive and File Fremont Avenue and Monterey Road Traffic Incident Update**

Recommendation

It is recommended that the Commission recommend to the City Council that it receive and file the Fremont Avenue and Monterey Road Traffic Incident Update.

Discussion/Analysis

Traffic safety programs form an integral component of an effective, comprehensive law enforcement operation. A primary duty of the South Pasadena Police Department is to help facilitate the safe and expeditious movement of vehicular and pedestrian traffic. To promote compliance with traffic laws and raise driver awareness on the causes of traffic collisions, the Police Department appropriately warns, cites, or arrests traffic violators.

There are many approaches to traffic safety presently taken by law enforcement throughout the region, as one might expect. As we continue in the 21st century, emerging trends and new technology will be of the utmost importance.

Traffic Issues

Traffic Volumes

Traffic volumes have increased nearly everywhere. What once was a leisurely commute to work in a rural or suburban area has become a stressful and patience-trying battle. As these traffic volumes increase, aggressive driving and incidents of violence behind the wheel have risen. It is increasingly difficult for law enforcement to single violators out, divert them from the traffic stream, and adequately enforce the traffic laws during commuter rush hours, which now last well into the early evening.

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The City performed a speed survey on Fremont Avenue in 2014, indicating the average speed of vehicles is 28 MPH with a posted speed limit of 30 mph. Although a small number of vehicles were observed exceeding this speed limit, more than 85 percent of all cars observed were within 3 MPH of the posted limit. The study and recent collision data do not indicate that excessive speeds are a significant problem on Fremont Avenue. An updated survey conducted in 2020, as shown in the attached North/South Smart Mobility Plan, indicated similar results.

Receive and File Fremont Avenue and Monterey Road Traffic Incident Update

June 14, 2021

Page 2 of 4

Efforts

Enforcement

With Fremont Avenue as a vital arterial roadway, the Police Department has focused significant enforcement resources on the corridor preventing collisions and easing congestion through high visibility enforcement efforts. These efforts include daily attention in one form or another by both traffic and patrol officers in addition to mobile speed signage.

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As mentioned previously, along with engineering and enforcement, education has always been and must remain a vital component of South Pasadena's roadway safety. The education component has been emphasized in numerous outreach efforts, including Neighborhood Watch, Citizen's Academy, Teen Academy, and used by the School Resource Officer.

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Working in a collaborative effort, the Police and Public Works Departments consider the "Five E's" of traffic safety: Education, Encouragement, Enforcement, Evaluation, and Engineering. Education, enforcement, and engineering speak for themselves. However, encouragement means getting stakeholders involved and becoming part of the solution. Evaluation refers to a comprehensive review of a safety program to ensure the measures put in place are working. All five of these components must be present to have an effective response plan.

Receive and File Fremont Avenue and Monterey Road Traffic Incident Update

June 14, 2021

Page 3 of 4

Alternatives Considered

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Background

The City Council has identified traffic safety as a significant and continuing goal. The City has received and continues to receive public comments regarding traffic and pedestrian safety concerns at various locations along the Fremont Avenue corridor. The concerns were focusing specifically on the intersection of Monterey Road.

This report is intended to update the Council on identified traffic safety concerns of Fremont Avenue at Monterey Road and highlights steps taken to address these concerns. Below are the identified areas of matter related to this intersection.

- Pedestrian crossing safety
- Excessive speeds

This report addresses each of these concerns and potential options for consideration, along with a summary of existing conditions on the roadways.

Fremont Avenue is a two-lane minor arterial roadway with a posted speed limit of 30 MPH and an average daily traffic volume (ADT) of approximately 18,494. Monterey Road is a four-lane arterial roadway with a posted speed limit of 35 MPH. A traffic signal controls the intersection. Both streets are mixed with commercial and residential use, although the primary use being residential.

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Receive and File Fremont Avenue and Monterey Road Traffic Incident Update

June 14, 2021

Page 4 of 4

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Attachments:

1. North/South Corridor Smart Mobility Plan: Fremont Avenue

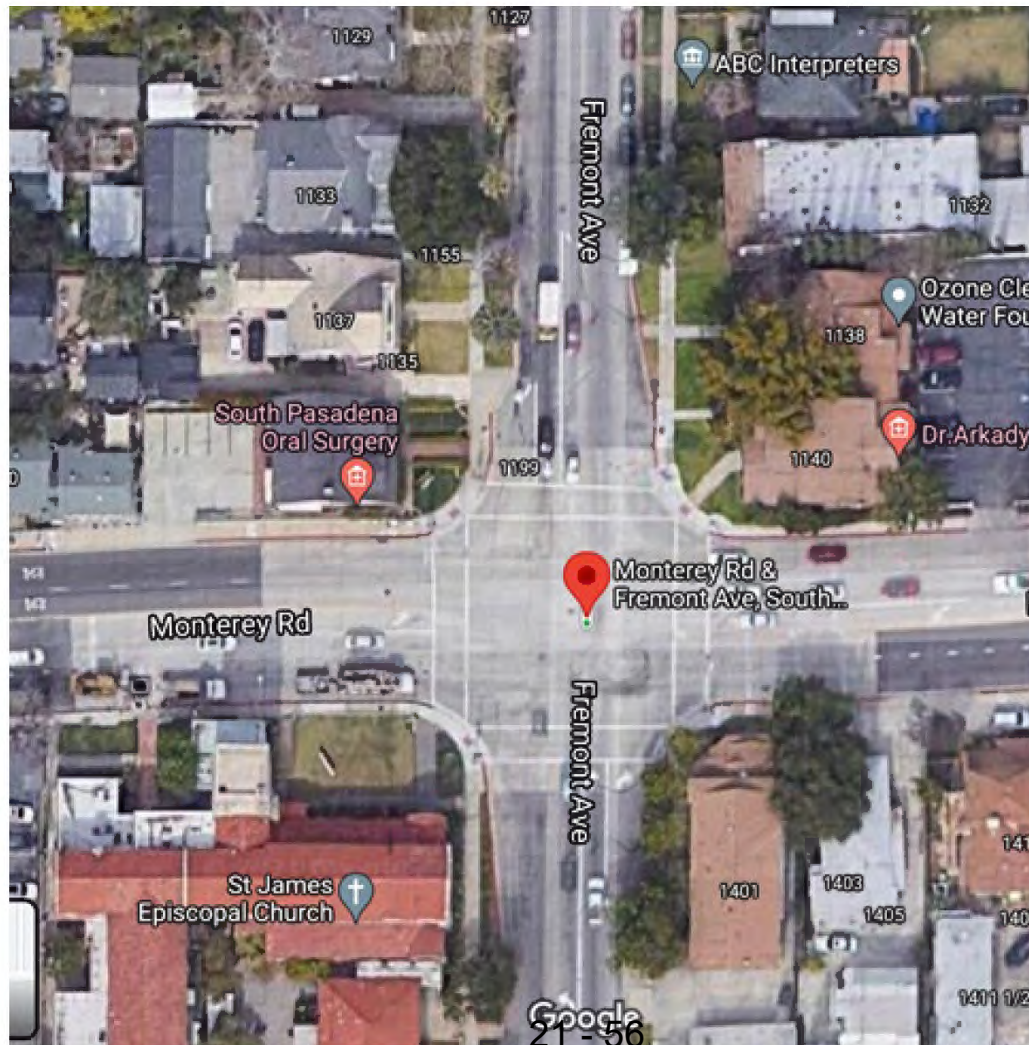


FREMONT AVENUE AND MONTEREY ROAD TRAFFIC INCIDENTS

DATE: SEPTEMBER 1, 2021

City of South Pasadena

Fremont Avenue and Monterey Road





Southbound View





Traffic Volume

- 2014: 26,071 vehicles
- January 22, 2020: 18,494 vehicles (Pre-Pandemic)
- Decrease between 2014 and 2020: 29.1%
- AM Peak: 1,236 & PM Peak: 1,448 (both directions)



Average Traffic Speeds

- Posted speed limit:
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- 81% of the vehicles traveling within posted speed limits



Traffic Collision and Citation Data

	Injury Collisions	Non-Injury	Pedestrian	Citations
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Totals	2	6	0	12



Safety Measures - "Five E's"

- Education – Schools, community events, safe driving programs
- Encouragement – Community involvement
- Enforcement – Citations and collision investigations
- Evaluation – Comprehensive program reviews
- Engineering – Street design and control device reviews



Questions?



**City of South Pasadena
Management Services
Department**

ITEM NO. 22

Memo

Date: September 1, 2021
To: The Honorable City Council
Via: Arminé Chaparyan, City Manager *DS for AC*
From: Lucy Demirjian, Assistant to the City Manager
Re: Update on Business Marketing Program

On March 17, 2021, the City Council approved an agreement with Nexusplex and the South Pasadena Chamber of Commerce for a citywide local business marketing program to assist in local economic recovery efforts.

The City Council appropriated \$50,000 for the program from the FY 2020/21 General Fund. Each party received an initial \$10,000 to immediately begin marketing efforts. Per the agreement, monthly reports are required to be submitted to the City Manager or his/her designee detailing all expenditures, including administrative costs, and analytics measuring the success of the program.

On May 5, 2021, the first monthly report was presented to the City Council with promising results.

The City Council has requested an update on the program.

Attachments:

1. Chamber of Commerce report and Powerpoint
2. Nexusplex report

ATTACHMENT 1



South Pasadena Chamber of Commerce

Eat-Shop-Enjoy Marketing Campaign Report to City Council September, 2021



The South Pasadena Chamber of Commerce is pleased to present this progress report on the status of the Eat-Shop-Enjoy Campaign, utilizing an allocation of funds approved by the South Pasadena City Council at its 3/17/2021 meeting. The expenses are to be spent over a 6-month period, through September, 2021. Details of expenses are included on the attached spreadsheet.

The goal of the Chamber is to create a sustainable and ongoing campaign to support the businesses in South Pasadena as they recover from the pandemic. We leverage other sources of funding to fulfill this goal.

The following activities are ongoing and have been used to launch and continue the components of the program:

- Utilizing the services of a local (South Pasadena) company to assist with drafting and distributing press releases and other communications.
- Working with a local (South Pasadena) marketing strategist who is assisting to maintain and expand the social media messaging and strategy, and monitoring the organic outreach growth.
- The marketing strategist is also assisting with providing content for the website and social media posts
- Redesigned the Chamber website to be more user-friendly and engaging, including posts about the campaign components for the businesses
- Created three window poster designs, two that are reminders to support south Pasadena businesses, and the third was to advertise and promote the July Arts Crawl.
- Continuing to develop the “on-line guide” for individual businesses. Businesses are so excited to participate with this guide. All Chamber member businesses, regardless of industry will be included. <https://southpasadena.net/your-guide-to-eat-shop-enjoy-south-pasadena/>.

Social Media:

- *Instagram and Facebook:* The increase in the number of posts on both of these platforms has yielded very positive results, as detailed on the spreadsheet attached.
- *Video vignettes (Reels):* Six vignette videos have been completed and posted. An update by Instagram required some changes to the way videos were uploaded, causing some delays in posting the videos. The response from the businesses has been very positive; they are very responsive to this opportunity to showcase their goods and services!
- *Weekly e-mail blasts:* Added a section to the newsflash to introduce and promote Eat-Shop-Enjoy. This includes a reminder for readers to visit the SouthPasadenan website to learn more about the marketing/advertising opportunity they are offering. These e-mails average a 30% open rate, which is a very high rate (industry standard for these types of mailings is 19%).

Website:

On-Line Guide: We now have over 75 businesses included. As noted above, businesses are extremely supportive of the concept and are excited to participate. The Newsflash features 3 or 4 of these posts each week.

Engagement: The direct result is that businesses are being contacted by people who read the Newsflash. One business reported that within 1 hour of the e-mail being sent, she had received a phone inquiry from someone about her services.

Merchant Collaboration: The Chamber has ongoing communications with businesses – through e-mails, in-person visits, phone calls. These are providing very important information and feedback that is helping to focus the marketing efforts and engage them in the process. Results of the merchant surveys have not been effective; businesses have not responded to them. We are looking at other methods to gather this vital information from the businesses.

NexusPlex/Chamber Collaboration:

- The Chamber purchases ad space, NexusPlex offers a discounted rate for those ads.
- The weekly Newsflash e-mail includes a link to the adspace site with all the details of the NexusPlex marketing program. There are over 1,200 e-mail addresses on the distribution list.
- The Marketing programs offered by NexusPlex and the Chamber were featured on the Chamber's website.
- Social media posts have also included the
- The Chamber includes the SouthPasadenan logo on the storefront window posters. NexusPlex provides the printing of these posters at a discounted rate.

Al Fresco South Pasadena shopping – monthly event in collaboration with merchants to encourage residents and neighbors to spend their day in South Pas

- 3/20, 4/17, 5/15 and 6/19: each event saw businesses participating and reporting successful sales days. Some businesses featured guest artists, trunk shows, others offered music and interactive events.
- Outreach included Newsflash announcements, social media posts and paid advertising in local newspapers. Businesses were provided with graphics that they could use for their own outreach.
- Press releases sent to local and regional media: Articles have been printed in the Pasadena Star-News, the South Pasadena Review, SouthPasadenan, and Pasadena Now.
- KTLA News sent a reporter for two live segments on local businesses.
- 7/17: The July AI Fresco was expanded to more closely resemble the pre-covid Arts Crawls. Crafters and makers set up their tents in the “Artisans’ Alley” on the lawn area by the museum. A chalk artist and comedy showcase event added some fun activities and help activate Mission Street.

Businesses report greater sales on the AI Fresco days than on a “normal” Saturday. They agree that although it requires extra work, the increase in visibility, traffic and, ultimately, sales, makes it well worthwhile. Retailers feature artists, jewelers and other vendors to enhance their offerings.

Resource Library

The Resource Library is the next major component of this campaign. The website and the infrastructure has been completed. We expect to have this launched by the September update.

Reporting Statistics - March 17 - August 15, 2021

Activity	Expenses	February	March	April	May	June	July	August
Eat-Shop-Enjoy SouthPas 2021								
Social Media								
Campaign and strategy development	\$6,500.00							
FACEBOOK	\$1,400.00							
Engagement		1103	832	1178	1,030	1126	2410	
Reach		3893	8688	14,316	12,157	11485	13873	
Impressions		8527	17496	28,604	24,075	21792	23386	
INSTAGRAM								
Engagement			346	644	661	1212	540	
Reach			816	2,313	3,847	3532	1117	
Impressions			5176	9,929	12,417	19457	8759	
2 video bursts/month					4 posted		6 posted	
Ads, targeting								
Website								
Visits, Website Engagement	\$1,000.00			2,663	4,329	3776	6407	
Weekly e-mail blasts - ongoing	\$1,400.00			1016	1016			
Print/Online Newspaper								
Monthly ads in local print newspaper	\$2,740.00			SPR & SM Tribune	SPR & Pas Outlook			
SouthPasadenan Ad Campaign	\$525.00			Ads placed	Ads placed			
Ads in regional papers	\$400.00							
Resource Library								
Micro-Learning resources	\$500.00							
Development/Interface	\$500.00			Tech work complete	2 videos posted	Ongoing		
Graphics, Design								
	\$1,050.00							

Reporting Statistics - March 17 - August 15, 2021

Public Relations								
Press releases - 1/month	\$3,000.00							
Outreach at events (pending)								
Video highlighting South Pasadena								
Campaign Management								
Merchant Collaboration				30 members	45 merchants		75 members	
Providing content for postings	\$400.00							
Logistical Support								
Collateral - window posters, stickers	\$40.00			Window Posters			Window Posters	
Promotions/Events								
Grand "reopening" celebration								
EXPENSES TO DATE	\$19,455.00							



Chamber Fundraising Campaign

Local companies and individuals generously helped support local businesses during the critical holiday shopping period.

EAT SHOP ENJOY

THE SOUTH PASADENA
CHAMBER OF COMMERCE

• WWW.SOUTHPASADENA.NET •





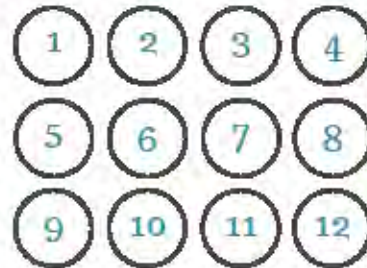
SHOP, EAT, SUPPORT LOCAL

ENJOY SOUTH PASADENA

SHOP, EAT,
SUPPORT LOCAL
ENJOY SOUTH PASADENA

PASSPORT TO SOUTH PASADENA

Earn a stamp by stopping in at participating stores. Get one prize drawing ticket for every 6 stamps. Prize drawings every Friday.



Learn more at
southpasadena.net/shop-crawl

City Council Discretionary Funds October 2020

- ▶ Advertising campaign to encourage residents and neighbors to ‘Shop South Pasadena’ to support the businesses in the critical holiday season
- ▶ Installation of lights on street trees
- ▶ Partnership with SPARC to decorate holiday tree and create photo spots for residents and visitors

EAT SHOP ENJOY SOUTH PASADENA

SUPPORT SOUTH PASADENA BUSINESSES

Support local · Spend local

EAT · SHOP · ENJOY SOUTH PASADENA

SPONSORS:

Social Media Metrics

Jan - Feb	Feb - Mar	Mar - Apr	Apr - May	May - Jun	Jun - Jul	Jul - Aug
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FACEBOOK

Engagement	161	1103	832	1178	1030	1126	2410
Reach	1360	3893	8688	14316	12157	11485	13873
Impressions	2848	8527	17496	28604	24075	21792	23386

INSTAGRAM

Engagement			346	644	661	1212	540
Reach			5176	9929	12417	19457	8759
Impressions			5176	9929	12417	19457	8759

WEBSITE

Reach			999	2562	1398	895	1887
Impressions			2663	7555	4329	3776	6407

► Engagements: Number of likes, comments, shares, saves, etc. on a post or site

► Reach: Number of unique accounts that have seen the site/post at least once

► Impressions: Number of times a post is seen on a page at least once

Paid Advertising in local papers

APRIL - Al Fresco South Pasadena

South Pasadena Review and Pasadena Outlook (25,300 circulation)

SouthPasadenan News (online version)

MAY – Al Fresco South Pasadena

South Pasadena Review and San Marino Tribune (9,600 circulation)

SouthPasadenan News (online version)

JUNE - Al Fresco South Pasadena

South Pasadena Review and La Canada Outlook (14,800 circulation)

JULY – (Al Fresco) South Pasadena Arts Crawl

SP Review, Pasadena and La Canada Outlooks (36,800 circulation)

SouthPasadenan News (online version)

Pasadena Weekly (27,516 circulation)

Media Coverage

APRIL - Al Fresco South Pasadena
South Pasadena Review – 2 articles published
SouthPasadenan News
Nextdoor

MAY – Al Fresco South Pasadena
Pasadena Star News
South Pasadena Review
SouthPasadenan News

JUNE - Al Fresco South Pasadena
Pasadena Star News
KTLA News on-site for 2 live segments
South Pasadena Review – 3 stories published
SouthPasadenan News
Nextdoor

JULY – (Al Fresco) South Pasadena Arts Crawl
South Pasadena Review – 2 stories published
SouthPasadenan News
Pasadena Weekly
Patch.com
Nextdoor

Support local · Spend local



Visit the **Online Guide to South Pasadena**

by scanning this code with your phone's camera
or by visiting www.southpasadena.net

**Discover businesses
of all types right
here in town!**



SPONSORS:





Thank
you!

We're happy to answer any
questions you may have!

ATTACHMENT 2

Nexusplex report was not received at the time of posting



City Council Agenda Report

ITEM NO. 23

DATE: September 1, 2021

TO: Honorable Mayor and City Council Members

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

PREPARED BY: Lucy Demirjian, Assistant to the City Manager

SUBJECT: **Receive and File Caltrans Surplus Properties Disposition Update**

Recommendation

It is recommended that the City Council receive and file updates from both the Legislative and Non-Legislative California Department of Transportation (Caltrans) Surplus Properties Disposition Ad Hoc Committees.

Summary

There is general consensus that the current Caltrans Affordable Sales Program is ambiguous and arduous. Two simultaneous efforts have been initiated to provide the City with more local control and expedite the property disposition process. The Legislative Ad Hoc Committee (Mayor Mahmud and Councilmember Donovan) seeks to accomplish this goal through Senate Bill 381 (Portantino); while the Non-Legislative Ad Hoc Committee (Mayor Pro Tem Cacciotti and Councilmember Primuth) is attempting to negotiate with Caltrans and the California Transportation Commission (CTC).

The City anticipates for a favorable legislative outcome or negotiated agreement in the next few months. Once there is a more definitive path forward, there will be many policy choices that require further investigation, research, and community input.

At this time, no further action is requested of the City Council, as both Ad Hoc Committees continue their simultaneous efforts to provide the City with more local control and expedite the property disposition process. Staff will bring forth a recommendation to Council in October to determine how to proceed with next steps, including inspection of the unoccupied properties and financing options.

Non-Legislative Update

No updates since the last report to City Council on August 18, 2021.

Legislative Update

Since the last update, the bill was heard in Assembly Appropriations on August 19, and moved to the suspense file. The bill will leave Appropriations August 26 and move to the Assembly floor for a vote. Further amendments to SB 381 are anticipated as a result of Senator Portantino's discussions with Caltrans and HCD, as he seeks to veto-proof the bill. We anticipate these amendments will be crossed

on the Assembly floor. Any new information received after the posting of the City Council agenda will be provided orally during the meeting.

Once the bill is voted on in the Assembly, the first opportunity to vote on the Senate floor is September 9. The bill must leave the Senate on September 10, or it will die. The bill will become law unless vetoed by the Governor before October 10, 2021 deadline. As an urgency measure, the bill will go into effect as soon as it is signed.

The City will continue to work with the Senator's office to pursue the intent of SB 381 to expedite the sale of properties and provide the City with more local control (see SB 381 background below).

It is important to note that amendments will be modeled after SB 51 (Durazo). SB 51 was recently signed by the Governor, setting a precedent for the sale of Caltrans surplus properties that will impact SB 381. Although SB 51 applies to properties located in Los Angeles, certain elements are expected to be mirrored in SB 381:

1. Priority will be given to the ALL (qualified) current tenants- making the properties available to them prior to the housing related entities (HREs). *This is a key component of SB 381.*
2. Public and private HRE's given the same priority, after current tenants. *SB381 will request priority for City of South Pasadena.*
3. Tenants (multi-family properties) will be given the opportunity to develop their own HREs but will need to demonstrate their ability to manage affordable housing.
4. Historic properties will be made available at a reasonable price with a deed restriction.
5. Ownership properties will have a 45-year deed restriction and rental properties will have a 55-year deed restriction for affordability.

SB 381 Background

On April 21, 2021, the City Council approved amendments to SB 381 language to include points raised through the community forum:

Initial SB 381 Language:

1. Expeditiously offer to current tenants of single-family and other surplus residential properties, including multi-family residences, the opportunity to purchase the property as specified in the Roberti Act and amended by SB 381.
2. Expeditiously offer unoccupied properties to the City at the original acquisition price paid by Caltrans.
3. Allow the City to purchase properties at their acquisition price after current tenants reject or do not qualify to purchase the properties in which they reside.
4. Allow the City to establish and transfer ownership to a city-approved non-profit housing related entity that would act as a steward over the portfolio of surplus properties and ensure responsive property maintenance and property management practices.

SB 381 Amendments, as presented to Council on April 7, 2021:

1. All current tenants are given an absolute priority to purchase the property in which they live, including the category "Present Tenant in Good Standing."

2. Allow current tenants of multi-family residences the ability to form a co-op or common interest ownership housing structure to buy their property from Caltrans prior to the property being offered to the City for purchase.
3. Change the timing for the City and current tenants to close escrow on the purchase of their properties within 9 months from the enactment of SB 381 versus 6 months previously proposed.
4. Net Proceeds of all home sales by Caltrans will be provided to the City of South Pasadena to be used exclusively for the development and preservation of affordable housing. All affordable housing developed or preserved with these funds shall have an affordability covenant recorded on title for a minimum of 55 years. The “Net Proceeds” shall be defined as the sale price, less the cost of the repairs, minus the initial Caltrans acquisition cost.
5. Add community land trust to the definition of HREs or specify City’s ability to transfer property it acquires from Caltrans to HREs, including community land trust.
6. Surplus Caltrans properties that have an affordability covenant placed on them will count towards meeting the City’s mandated Regional Housing Needs Assessment (RHNA) requirements.
7. Any unoccupied or occupied surplus property that is a Federal, State, or locally designated historic property will be valued at a price that factors in the cost to repair the property based upon the City’s historic preservation ordinance.
 - a. For occupied surplus property- Current regulation provides that Caltrans will perform the repairs to a current tenant property prior to sale closing. Add language that allows the current tenant the option to accept a credit for the repairs deducted from the affordable or market rate sales price (depending on the income qualification of the tenant) as long as the current tenant agrees that the City of South Pasadena will have enforcement provisions recorded to ensure that the work is completed in a timely manner. Caltrans will provide the City a beneficiary lien amount equal to the credit.
 - b. Unoccupied surplus properties acquired by the City of South Pasadena that are Federal, State, or local designated historic properties, have the option to be sold to a non-income qualified owner-occupant buyer as long as the Net Proceeds are deposited with the City of South Pasadena to be used exclusively for affordable housing with 55-year affordability covenants.

Background

Timeline of actions by City Council and the ad hoc committees related to the disposition of surplus properties:

March 17, 2021	City Council approved the sponsorship of draft legislation introduced by Senator Portantino, with the understanding that the bill would continue to evolve pursuant to community input. To that end, Council directed staff and the Ad Hoc Caltrans Housing Subcommittee to engage the community and receive public input.
March 25, 2021	Legislative Ad Hoc and staff attended a community forum sponsored by the South Pasadena Preservation Foundation (SPPF) regarding the Foundation’s proposal to reach agreement with Caltrans on the disposition of surplus residential properties. The forum provided the opportunity to hear comments, questions, and suggestions from the community.
March 29, 2021	City and Senator Portantino hosted a community forum to explain SB 381 and answer questions from the community. After introductory remarks by Mayor

Caltrans Surplus Property Disposition Update

September 1, 2021

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	Mahmud and Senator Portantino, a 15-minute presentation was delivered that provided an overview of SB 381 and provided a list of proposed amendments to SB 381 based on feedback received during the March 17 City Council meeting, correspondence to the City, and the March 25 SPPF community forum.
April 7, 2021	City Council considered the proposed amendments outlined in this report. After some discussion, there was consensus that additional public input was needed. The item was continued to April 21, 2021.
April 14, 2021	City hosted a community focus group discussion on, to hear different perspectives from a panel of 10 individuals discussing how to best meet the challenges associated with Caltrans' disposition of its surplus properties.
April 21, 2021	Staff presented amendments to SB 381 in response to public input received from the Community Forum. The City Council 4, 1 (Zneimer), to approved the recommendation presented by staff concerning SB 381. The Council directed staff to bring back an agenda item to facilitate creation of a new ad hoc committee, with a different purpose from the "legislative" ad hoc committee.
April 21, 2021	City Council approved a contract with CivicStone, LLC to determine, prepare, and implement a surplus property acquisition and rehabilitation strategy. This effort will involve up to 68 properties currently owned by Caltrans within the City that have been identified and detailed in the attached list of surplus properties.
May 5, 2021	City Council appointed Mayor Pro Tem Cacciotti and Councilmember Primuth to a "non-legislative" ad hoc committee, discrete from the SB 381 ad hoc committee, which would among other tasks, engage in potential negotiations with Caltrans, research and recommend potential creation of a land trust, research and recommend financing strategies for purchase of surplus properties.
June 24, 2021	California Transportation Commission was presented with an action item on the sale of 626 Prospect and ultimately decided to delay action until their next meeting in August 18-19. Mayor Pro Tem Cacciotti and Councilmember Primuth provided testimony during the hearing.
June, 2021	Earlier in June, the City issued a Temporary Restraining Order (TRO) on behalf of the 12-unit residential property at 626 Prospect Avenue. The City won a preliminary injunction preventing Caltrans from selling 626 Prospect Avenue to Pasadena Friendship Church. A trial was set for May 2022, during which the city will make its case for why Caltrans violated the law when it offered the property to Friendship Pasadena Church and should instead be ordered to sell it to City's housing authority.
July 21, 2021	The City Council received updates from both the Legislative and Non-Legislative Caltrans Surplus Properties Disposition Ad Hoc Committees.
August 14, 2021	The Non-Legislative Ad Hoc Committee met with Senator Portantino and CTC members to tour select Caltrans properties in the City and discuss various issues and concerns voiced by the community.
August 18, 2021	The City Council received updates from both the Legislative and Non-Legislative Caltrans Surplus Properties Disposition Ad Hoc Committees.

Next Steps

1. September 15, 2021 – next update.
2. October/November 2021 – City Council discussion of next steps including RFP for a Property Inspection and Repair Estimate for unoccupied properties and exploration of funding opportunities.

As the City moves forward on the two parallel fronts, it is important to reiterate for the community that there will be many opportunities for further discussion and decisions to be made that involve local policy choices that are not conditional upon Caltrans.

Legal Review

This report not was reviewed by the City Attorney.

Financial Review

There is no fiscal impact with this update.

Public Notification of Agenda Item

The public was made aware that this item 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 publication in the *South Pasadena Review* newspaper.