



## Amended Additional Documents List City Council Meeting October 19, 2022

Item No.	Agenda Item Description	Distributor	Document
14.	APPROVAL OF SECOND QUARTER 2021-2026 STRATEGIC PLAN UPDATE	Tamara Binns, Assistant to the City Manager	Memos providing update.
17.	APPROVAL OF THE GUIDELINES FOR COMMUNITY SERVICES DEPARTMENT EVENTS, FACILITIES AND PROGRAMS MANAGEMENT	Sheila Pautsch, Community Services Director	Memos providing additional information.
18.	APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH ROBERT HALF INTERNATIONAL INC., FOR TEMPORARY STAFFING SERVICES IN AN AMOUNT NOT-TO-EXCEED \$100,000	Luis Frausto, Management Services Director Belinda Varela, Human Resources and Risk Manager	Memo providing additional documents.
19.	AUTHORIZE THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH MV CHENG AND ASSOCIATES, INC., FOR TEMPORARY STAFFING SERVICES IN AN AMOUNT NOT-TO-EXCEED \$120,000	Ken Louie, Deputy City Manager - Finance	Memos providing corrections.
20.	APPROVAL OF THE METROPOLITAN WATER DISTRICT STORMWATER FOR DIRECT USE PILOT PROGRAM AND PROJECT INSTALLATION AT HOPE STREET AND MOUND AVENUE PROJECT	Ted Gerber, Public Works Director`	Memo providing additional information.
	Public Comments, Closed Session Item A2 and Item No. 2.	Yolanda Chavez, Interim City Clerk Records Specialist	Attached are public comments.



**City of South Pasadena  
City Manager's Office**

# Memo

**Date:** October 19, 2022  
**To:** The Honorable City Council  
**Via:** Arminé Chaparyan, City Manager *AC*  
**From:** Tamara Binns, Assistant to the City Manager  
**Re:** October 19, 2022, City Council Meeting Item No. 14 Approval of Second Quarter 2021-2026 Strategic Plan Update

The memo provides an update for Agenda Item 14, Section 4c. Pocket Parks on page 14-13. The language on page 14-3 has been updated in the table below.

<b>4c. Pocket Parks</b>	<b>Award design contract and break ground on Berkshire &amp; Grevelia pocket park project.</b>	<b>FY 22-23</b>	<b>Community Services</b>	<p>Construction documents were submitted to the Community Services Director on September 29, 2022.</p> <p>Construction documents are nearly complete and in review with Public Works.</p> <p>Michael Baker International is the California Environmental Quality Act (CEQA) consultant, and the CEQA documents are currently under review with Public Works and Community Development.</p> <p>When plans are approved, a solicitation of construction bids will be created by the City.</p>
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## City of South Pasadena Community Services

# Memo

**Date:** October 19, 2022

**To:** The Honorable City Council

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

**From:** Sheila Pautsch, Community Services Director

**Re:** October 19, 2022, City Council Meeting Item No. 17 Approval of the Guidelines for the Community Services Events, Facilities, and Program Management

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The memo provides additional information for Item 17:

- The Community Services Commission reviewed the Guidelines at its October 10, 2022, commission meeting. A motion carried 7-0 to recommend the Guidelines to move forward for City Council approval.
- Though the passive parks were removed in the redline version of the document, they remain in the final version of the Guidelines under Athletic Fields and Parks within Passive Parks on page 4 of 15 on the final Guidelines or on page 17-28 of the agenda packet.
- Add in Section 1, Athletic Fields and Parks  
Arroyo Woodland and Wildlife Park: 100 Pasadena Avenue: a passive three-acre park along the Arroyo with mature oaks, southern walnut and western sycamore trees, and many drought-tolerant plants and shrub provides an inviting environment for birds, lizards, squirrels, butterflies, and many other critters. Walking paths and horse trails traverse the park. Public restrooms are not available.
- Page 17-26  
Add Fee Schedule to the Table of Contents and attach fee schedule as an exhibit

- **Page 17-27**  
The Community Services Commission (Commission) was established by Ordinance No. 2366. The Commission is a seven-member body that act in an advisory capacity to the City Council in all matters pertaining to activities promoting the health, interests, and well-being of the City's residents and all members of the population in all matters.
- **Page 17-32**  
Section 7.6 – Smoking and consumption of alcohol is prohibited at city facilities and parks. Refer to Section 14.8 and Section 14.8.5 stating alcohol is allowed at the at the War Memorial Building and Senior Center in rented facilities.



**City of South Pasadena  
Management Services  
Department**

# Memo

**Date:** October 19, 2022  
**To:** The Honorable City Council  
**Via:** Arminé Chaparyan, City Manager *AC*  
**From:** Luis Frausto, Management Services Director  
Belinda Varela, Human Resources and Risk Manager  
**Re:** Item 18 – Professional Services Agreement with Robert Half International, Inc.

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The memo provides the attached proposed Professional Services Agreement with Robert Half.

Attachment: Robert Half Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT  
FOR TEMPORARY STAFFING SERVICES**

**(City of South Pasadena /Robert Half International 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 Robert Half International Inc. (“Consultant”).

**2. RECITALS**

- 2.1. City has determined that it requires the following professional services from a consultant: municipal professional office staffing.
- 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”: Temporary Staffing Services as discussed in Exhibit A. Individual assignments to be made through engagement letters executed by Agreement Administrator and Consultant’s project administrator, consistent with the terms of this Agreement.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Belinda Varela, Human Resources and Risk 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 One-Hundred- Thousand Dollars (\$100,000).
- 3.5. “Commencement Date”: June 20, 2022
- 3.6. “Termination Date”: December 31, 2023

#### 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. City and Consultant may extend the Term in a writing executed by City and Consultant. No engagement letter shall be valid beyond the Termination date or valid extension thereof.

#### 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 personnel engaged in the work shall be qualified to perform such services. Chris Garza, Senior Vice President of Robert Half International Inc. 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. This audit provision shall not apply to confidential information, including but not limited to, Consultant's Assigned Individual's personnel files or the remuneration paid by Consultant to its Assigned Individuals and subcontractors.

## 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. **[Intentionally Omitted]**
- 6.4. **Compensation for Subcontractors.** 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 set for in Exhibit B as 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 the Assigned Individuals for City 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. Notwithstanding anything to the contrary in this Agreement, Consultant shall not be liable for, or have any duty of defense or indemnification with respect to any acts or omissions of City.
- 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 non-employee of Consultant 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:VIII- showing. The Certificate of Insurance must include the following reference: Temporary Staffing Services
  - Documentation of Best's rating acceptable to the City.
  - Original endorsements effecting coverage for all policies required by this Agreement.



- 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: Belinda Varela, 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

Belinda Varela  
Human Resources and Risk Manager  
City of South Pasadena  
1414 Mission Street  
South Pasadena, CA 91030  
Telephone: (626) 403-7312  
Facsimile: (626) 403-7241

### With courtesy copy to:

Andrew Jared  
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

### If to Consultant

Robert Half International Inc.  
Attn Chris Garza  
790 E. Colorado Blvd Suite 800  
Pasadena, CA 91101  
Telephone: (626) 463-2030  
Facsimile: (626) 683-1217

### With a copy to:

Robert Half International Inc.  
Attn Client Contracts Dept.  
2613 Camino Ramon  
San Ramon, CA 94583

## 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 for all hours worked and satisfactorily performed prior to the effective date of termination and any conversion fees. 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. Confidential information shall not include (1) information that is in the public domain; (2) information that was known to the receiving party before receipt of the information from the disclosing party; or, (3) information received from a third party having the right to lawfully possess and disclose such information without breaching any promise of confidentiality. In addition, no receiving party shall be in violation of this Agreement if required to disclose such information based on a valid request for public records pursuant to the California Public Records Act, by a court of competent jurisdiction or governmental agency with power to force disclosure. However, upon receipt of a subpoena or other order to produce Confidential Information, the receiving party shall promptly notify the disclosing party in writing of such disclosure requirement. City agrees to hold in confidence the social security number and other legally protected personal information, and City agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.
- 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.

[SIGNATURES ON NEXT PAGE]

**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”  
Robert Half International Inc.<sup>EOE</sup>

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

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

Printed: Arminé Chaparyan

Printed: Chris Garza

Title: City Manager

Title: Senior Vice President

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

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

**Attest:**

By: \_\_\_\_\_  
Desiree Jimenez, CMC  
Chief City Clerk

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

**Approved as to form:**

By: \_\_\_\_\_  
Andrew Jared, City Attorney

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

## **EXHIBIT A: SCOPE OF SERVICES**

Consultant shall provide City with temporary staffing services.

Consultant's employees that are temporary assigned to City to provide services shall be referred to herein as Assigned Individuals"

In order to request Consultant provide City services, City will provide Consultant with notice (e.g., via telephone, e-mail, facsimile, or mail) describing the services needed in reasonable detail. Consultant will promptly reply to such request, cooperate with City regarding identifying a suitable Assigned Individual and indicate whether Consultant will or will not provide the requested Services. If Consultant elects to provide the requested services, send City a writing with the Assigned Individual's name, role, bill rate, overtime rate, and start date ("engagement letter", See form at Exhibit C).

The maximum length of any assignment with the City will be three year fiscal years unless the Assigned Individual is a CalPERS annuitant in which case the maximum length will be 960 hours per fiscal year.

Nothing in this Agreement shall obligate any Robert Half International Inc. branch office, other than the branch office located in Pasadena, California to perform services for City under the terms and conditions contained herein. Notwithstanding the foregoing, Robert Half International Inc. shall be responsible for any liability or claim arising out of the performance of the services under the terms of this Agreement.

Consultant shall be the employer of all Assigned Individuals, and shall perform or be responsible for the following:

- a) Recruiting, screening, interviewing and hiring employees in accordance with all applicable state and federal laws;
- b) Establishing, calculating, paying wages and overtime, and providing any benefits to employees that Robert half offers to them;
- c) Paying or withholding all required payroll taxes and insurance premiums for programs that an employer is required by law to provide to its employees;
- d) Providing workers' compensation benefits or coverage for its employees in amounts at least equal to what is required by law;
- e) Fulfilling the employer's obligations for unemployment compensation;
- f) Making legally required employment law disclosures (wage-hour posters, etc.) to its employees;
- g) Exercising human resources (i.e., non-operational) supervision of its employees (i.e., orienting, reassigning, counseling, disciplining, and discharging employees in accordance with the law);
- h) Maintaining personnel and payroll records; and

Professional Services Agreement – Consultant Services

Page 17 of 22

Approved For Use 11/15/16



- i) Requiring its employees to acknowledge that they will have no right to participate in any employee benefit plans of Client.

If City requires Consultant to perform background checks or other placement screenings of Assigned Individuals, City agrees to notify Consultant prior to the start of services under this Agreement. Consultant will conduct such checks or screenings only if they are described in a signed, written amendment to this Agreement. If City requests a copy of the results of any checks conducted on Consultant's Assigned Individuals, City agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

It is understood that City has full responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to City's business, and (ii) ensuring that safety plans exist for, and safety related training is provided to, Assigned Individuals working on City's premises.

City shall supervise Assigned Individuals providing services to City. City shall not permit or require Assigned Individuals:

- i. to perform services outside of the scope of Assigned Individual's assignment;
- ii. to sign contracts or statements (including SEC documents);
- iii. to make any management decisions;
- iv. to make any final decisions regarding system design, software development or the acquisition of hardware or software;
- v. to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables;
- vi. to use computers, or other electronic devices, software or network equipment owned or licensed by Assigned Individual;
- vii. to operate machinery (other than office machines) or automotive equipment.

City may request that Consultant permit its Assigned Individuals to provide services to City remotely (i.e., from a location other than City's offices) using City's or Consultant's laptop and/or other computer or telecommunications equipment (the "Equipment"). City acknowledges and agrees that Consultant shall have no control over, and City shall be solely responsible for, (i) the logical and physical performance, reliability and security of the Equipment or related devices, network accessibility and availability, software, services, tools and e-mail accounts (collectively, "Computer Systems") used by the Assigned Individual, and (ii) the security, integrity, and backing up of the data and other information stored therein or transmitted thereby. Moreover, City must not permit Assigned Individual to save or store any of City's files or other data on the Computer Systems provided by Consultant (including, but not limited to, any virtual desktop infrastructure solution). City agrees that Consultant shall not be liable for any loss, damage,

expense, harm, business interruption or inconvenience resulting from the use of such Computer Systems.

Since Consultant is not a professional accounting firm, City agrees that City will not permit or require Assigned Individual (a) to render an opinion on behalf of Consultant or on City's behalf regarding financial statements; (b) to sign the name of Consultant on any document; or (c) to sign their own names on financial statements or tax returns.

Assigned Individuals shall obey and follow all personnel rules and regulations required of employees of the City.

## EXHIBIT B – COMPENSATION

Hourly rates for all assignments shall be stated in the engagement letter for such Assigned Individual for such assignment. No compensation is contemplated to Contractor outside of the rates stated for the hours worked for Assigned Individuals or as otherwise stated in this Exhibit B.

Notwithstanding section 7.6 of the Agreement, Consultant guarantees City's satisfaction with Consultant's Assigned Individual's services by extending to City an eight (8) hour guarantee period. If, for any reason, City is dissatisfied with the Assigned Individual assigned to City, Consultant will not charge for the first eight (8) hours worked, provided Consultant is allowed to replace the Assigned Individual. Unless City contacts Consultant before the end of the guarantee period, City agrees that Consultant's Assigned Individual is satisfactory for purposes of this guarantee. At any time during the engagement, the City may request that an Assigned Individual be released from engagement by the City and request that a different individual be assigned, pursuant to a renewed engagement request and new engagement letter.

The Assigned Individual will present a time sheet or an electronic time record to City for verification and approval at the end of each week. Assigned Individual shall transmit such time sheet or electronic time record to Consultant. Consultant will bill City monthly for the total hours worked. Consultant's invoices are due within 30 days of receipt, including applicable sales and service taxes all of which are payable by City.

If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.

Consultant may charge City a fee for the provision of equipment or technology, if City requests that Assigned Individual use equipment or technology provided by Consultant, and such fee is identified in the engagement letter.

Consultant may also increase Consultant's rates to reflect increases in Consultant's cost of doing business, including costs associated with higher wages for workers and/or related taxes, benefits or other costs; such increase shall be indicated in an engagement letter reflecting such increase. Any increase in rates will be prospective, starting as of the effective date Consultant specifies in the engagement letter.

Notwithstanding anything to the contrary in this Agreement, Consultant may at any time, in its sole discretion, discontinue performance of the services once the Maximum Amount has been attained (even if Consultant continued to provide services after the Maximum Amount was reached).

In the event City wishes to convert any of Consultant’s Assigned Individuals from the administrative & customer support contract talent or finance & accounting contract talent practice groups, City agrees to pay a conversion fee in accordance with this Section. The conversion fee will equal a percentage of the Assigned Individual's aggregate annual compensation, including bonuses, based on the number of hours billed and paid. City agrees to pay a conversion fee if Consultant's Assigned Individual is hired by an affiliate or other related business entity as a result of City's subsequent referral of the Assigned Individual or one of City's customers as a result of Assigned Individual providing services to that customer. The conversion fee is payable if City hires the Assigned Individual, regardless of the job classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment. The same calculation will be used if City converts Consultant's Assigned Individual on a part-time basis using the full-time equivalent salary; however, the conversion fee will not be less than \$1,000.

Hours Billed and Paid	Conversion Fee
0 to 160 hours	30%
161 hours to 320 hours	20%
321 hours to 640 hours	15%
641 hours or more	10%

Consultant’s employees from the finance & accounting full-time contract talent practice group (“Full-Time Contract Talent”) are full-time, salaried employees of Consultant, and clients are discouraged from directly hiring Consultant Full-Time Contract Talents. City agrees to seek Consultant's permission before City hires Consultant's Full-Time Contract Talent. City also agrees to pay a conversion fee if City hires Consultant's Full-Time Contract Talent, regardless of the employment classification, on either a full-time, temporary (including temporary engagements through another agency) or consulting basis within twelve months after the last day of the engagement. City also agrees to pay a conversion fee if Consultant's Full-Time Contract Talent assigned to City is hired by (i) a subsidiary or other related company or business as a result of City's referral of Consultant's Full-Time Contract Talent to that company or (ii) one of City's customers as a result of Consultant's Full-Time Contract Talent providing services to that customer. The conversion fee will equal 50% of the Full-Time Contract Talent's aggregate annual compensation, including bonuses. The conversion fee will be owed and invoiced upon City's hiring of Consultant's Full-Time Contract Talent, and payment is due upon receipt of this invoice. The same calculation will be used if City converts Consultant's Full-Time Contract Talent on a part-time basis using the full-time equivalent salary.

**Exhibit C**  
**“Form Engagement Letter”**

Date:

To: Belinda Varela  
City of South Pasadena

From: Chris Garza  
Robert Half International Inc.

Re: Engagement Letter No. \_\_\_\_

**(Pursuant to Agreement with City Of South Pasadena dated June 20, 2022)**

This letter shall serve as the response by Robert Half International (RHI) to the request by City for assignment of Assigned Individuals, made by \_\_\_\_\_ (City personnel requesting) on \_\_\_\_\_ (date request made) for RHI personnel to perform the following services \_\_\_\_\_ (describe requested services).

RHI is providing the following Assigned Individual(s) in response to such request:

Name	Role	Bill Rate	Overtime Rate	Start Date

All terms and conditions of the Professional Services Agreement between RHI and the City of South Pasadena dated June 20, 2022 shall apply. This engagement letter shall not amend any terms or conditions of that Agreement.

Signed,

Chris Garza

\_\_\_\_\_

Accepted:

Belinda Varela



## City of South Pasadena Finance Department

# Memo

**Date:** November 2, 2022  
**To:** The Honorable City Council  
**Via:** Arminé Chaparyan, City Manager *Ac*  
**From:** Ken Louie, Deputy City Manager - Finance  
**Re:** Item 19 – MV Cheng Contract

---

The not-to-exceed amount on the staff report and recommendation should be \$115,200 (not \$120,000) as the hourly rate was less than originally anticipated. The amount in the contract is correct but the staff report should be decreased as well.



**City of South Pasadena**  
**Public Works Department**

# Memorandum

**Date:** October 19, 2022

**To:** The Honorable City Council

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

**From:** Ted Gerber, Public Works Director

**Re:** [October 19, 2022] City Council Meeting Item No. 20 Additional Document  
– Approval of the Metropolitan Water District Stormwater for Direct Use Pilot Program and Project Installation at Hope Street and Mound Avenue

---

This memorandum provides additional information related to the recommended approval of the agreement with Metropolitan Water District (MWD) and Upper San Gabriel Valley Municipal Water District (USGVMWD) to participate in the MWD Stormwater for Direct Use Pilot Program:

Attachment #1 to the staff report, which includes the draft agreement, shows two pages 20-31 and 20-32 that are marked with a note that they will be updated. The existing language is related to the previous project configuration that was proposed to Council on July 20, 2022. If Council approves the item, staff will work with MWD and USGVMWD to make updates to the document that include the revised project details presented in the October 19, 2022 staff report. The following is a proposed draft of the updates to be discussed with both agencies:

## 1.0 Project Description

The project involves installation of new underground cisterns inside the existing public parking lot adjacent to City Hall, plus drainage improvements in the surrounding area to redirect stormwater runoff to the cisterns. The project also includes improvements and



minor alterations to existing landscaping, and an irrigation system to utilize the stored stormwater for landscape irrigation with solar powered pumps.

The Project will capture stormwater from 10.18 acres of roof top and paved parking areas that comprise the cisterns' drainage area. According to records at weather station USW00093134 located at the University of Southern California (USC) downtown Los Angeles Campus, the 10-year period from 2009 to 2019 yields an average rainfall of 7.48 acre-feet in the 10.18 acre capture area. Long-term daily modeling of the system shows that the proposed cisterns will capture 3.37 ac-ft/yr (45%) of the runoff, with the remaining 4.11 ac-ft/yr resulting from intense storms that exceed the capacity of the cisterns.

## 2.0 Proposed Water Savings Estimate

Water captured by the cisterns will be used for appropriate not-potable applications, including irrigating existing landscaping in the parking lots and parkways along adjacent streets feet. The consumptive water demand for this landscaped area is estimated at 0.60 ac-ft/year. Therefore, the water captured by the cisterns is more than the estimated consumptive water demand of the landscaped area. The remaining water supply can be used for irrigation demand in other areas of the City by electric truck delivery, or other not-potable uses, such as sewer line cleaning, or potential discharge to the sewer for reclamation. Table below shows the project estimated water savings.

<b>Estimated Water Savings, ac-ft/yr</b>				
<b>Total Stormwater Runoff</b>	<b>Captured Stormwater</b>	<b>Existing Irrigation Water Demand</b>	<b>Other Non-potable Demands</b>	<b>Water Savings</b>
7.48	3.37	0.30	0.70-3.07	>1.0

## 3.0 Proposed Monitoring Methods

Project will monitor stormwater capture and water savings by using flow meters at; 1) Inflow to the cisterns, 2) Outflow from the cisterns, and 3) if applicable drawdown pipe to the sanitary sewer. This data will provide a complete picture of the system water balance. In addition, the project will monitor water levels in the cisterns to guide system operation, scheduling and drawdown, and as a quality check on the flow monitoring data. Real-time project flow and level monitoring data will be available online.

#### 4.0 Cost Estimates

Project Milestone	Total Project Cost	Metropolitan Funding Amount
Project Construction	\$1,000,000	\$440,000*
Annual Monitoring Report No. 1	\$--	\$20,000
Annual Monitoring Report No. 2	\$--	\$20,000
Annual Monitoring Report No. 3 & Final Report	\$--	\$20,000
<b>Total:</b>	<b>\$1,000,000</b>	<b>\$500,000</b>

\*20% retention from each invoice (totaling \$88,000) will be held by Metropolitan until completion of the Project's construction.

#### 5.0 Updated Project Schedule

The following is an overview of the milestones and remaining schedule for the Project.

Work completed to date consists of; 1) concept plans, 2) hydrology/hydraulic study and modeling, 3) sizing of major equipment (cisterns, treatment, pipes, pumps, solar), and 4) cost estimate.

Following table shows the preliminary milestone schedule of remaining work for the project.

#### Preliminary Milestone Schedule

Milestone	Completion Date
1. City of S. Pasadena Funding Approval	October 2022
2. <b>Design</b> Award	December 2022
3. 60% PS&E Package	March 2023
4. Begin Construction	June 2023
5. Substantive Completion	October 2023

**Public Comment  
October 19, 2022**

**Closed Session Item No. A2**

**and**

**Non-Agendized Public Comment**

**From:** [Vernon Daley](#)  
**To:** [City Council Public Comment](#)  
**Subject:** Public comment for 10/19/22 City Council session  
**Date:** Monday, October 10, 2022 1:44:31 PM  
**Attachments:** [Ltr to City Council 10.10.22.pdf](#)

---

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

Please include the attached letter in the public comments for the next session of the City Council. Thank you.

--

Sincerely,

V. René Daley

# V. René Daley

South Pasadena • [REDACTED] ■ [REDACTED]

October 10, 2022

Mayor Cacciotti and Members of the City Council  
City Hall  
1414 Mission Street  
South Pasadena, CA 91030

Dear Mayor and Councilmembers:

I urge the City Council to set a fee schedule for applications to carry concealed weapons during the October 19, 2022 Council session.

I am a resident of South Pasadena and have lived here for the last 17 years. During those 17 years, I spent six years on the Public Safety Commission, I have been a Cub Scout den leader, I watched one child enter kindergarten at Marengo Elementary and graduate from the high school, I had a second child born (now a high school student), and I volunteer regularly in the community. In other words, I am a fairly ordinary resident of South Pasadena, a city justly proud of its residents' civic participation.

On June 23, 2022, the United States Supreme Court held that ordinary, law-abiding citizens of the United States have a constitutional right to carry firearms in public.<sup>1</sup> California's Legislature has created a framework that requires residents to obtain a license to carry a concealed weapon as the exclusive method in California to carry firearms in public.<sup>2</sup> The only entities authorized to issue licenses to carry are the police chiefs and sheriffs for the communities where applicants live.<sup>3</sup> Effective August 1, 2022, the Los Angeles Sheriff's Department stopped accepting applications from residents of Los Angeles County who live in cities, like South Pasadena, with their own police departments.<sup>4</sup>

This means the South Pasadena Police Department is required by California law to accept applications to carry concealed weapons, process those applications, and issue licenses to carry concealed weapons to South Pasadena residents. The Police Department cannot delegate this duty to anyone else. However, the Police Department states it cannot process applications or issue licenses until the City Council sets a fee schedule for processing applications. The City Council has not set a fee schedule.

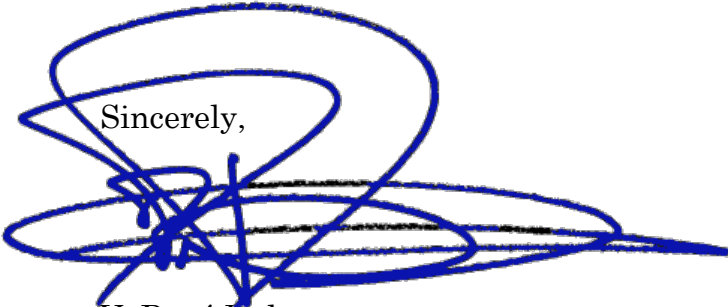
Simply put, for more than two months the residents of South Pasadena have had no way to apply for a license to carry a concealed weapon because the City has not set a fee schedule. This violates the constitutional rights of South Pasadena's law-abiding residents and is inconsistent with California law.

On the other hand, since August 1, 2022, the agenda for two City Council sessions has included a discussion about the pea fowl living in the City.<sup>5</sup> The fact that the City Council has not considered a fee schedule during this same time period creates the impression that the City Council is more concerned about the issues associated with feral pea fowl than residents' constitutional rights.

I am very proud of the United States' dedication to the rule of law and I believe you are too. I urge the City Council to protect South Pasadena's residents' constitutional rights and to set a fee schedule at the next opportunity.

Thank you for your service.

Sincerely,

A handwritten signature in blue ink, appearing to read 'V. René Daley', is written over the word 'Sincerely,'. The signature is stylized and somewhat illegible due to overlapping loops and lines.

V. René Daley

---

<sup>1</sup> *New York State Rifle & Pistol Ass'n, Inc. v. Bruen*  
([https://www.supremecourt.gov/opinions/21pdf/20-843\\_7j80.pdf](https://www.supremecourt.gov/opinions/21pdf/20-843_7j80.pdf)).

<sup>2</sup> Penal Code § 26150, *et seq.*

<sup>3</sup> Penal Code § 26155.

<sup>4</sup> [www.lasd.org/ccw/](http://www.lasd.org/ccw/)

<sup>5</sup> Issue 16 on the August 17, 2022 agenda  
(<https://www.southpasadenaca.gov/home/showpublisheddocument/30298/637958372217830000>); issue 13 on the agenda for October 5, 2022  
(<https://www.southpasadenaca.gov/home/showpublisheddocument/30606/638000729243070000>).

**From:** [Andrea Sweet](#)  
**To:** [City Clerk's Division](#)  
**Subject:** For Distribution to CC and Staff  
**Date:** Tuesday, October 18, 2022 8:39:22 AM  
**Attachments:** [Caltrans Testimonial packet.pdf](#)

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

Hello,

Please find the attached packet from Cal-Trans tenants for distribution to the city council and staff. Kindly, respond that this was received.

Thank you,

Andrea Weinbrecht



From: Caltrans Tenants/Potential Homeowners

To: Mayor Cacciotti, Mayor Pro Tem Primuth, Council Members Donovan, Zneimer, and Mahmud, City Manager Armine Chaparyan, Community Development Director Angelica Frausto-Lupo

October 17, 2022

Dear City Council and staff,

Please find three detailed summaries from current Caltrans tenants in South Pasadena who have been trying to buy their homes from Caltrans for several years under the ever-changing regulations. Ms. Stephanie Buffington entered into the first of many uncompleted sales contracts in 1999. Ms. Easter entered into 2 CTC approved sales contracts, the first being a fair market value sale in 2000. Mrs. Weinbrecht and her husband signed an affidavit to purchase their home at fair market value in 2016. None of the aforementioned sales were ever completed. Before 2018 the freeway and tunnel were still a possibility, however, none of these sales were unfinished due to anything pertaining to the freeway or tunnel. Additionally, in the current iteration of Caltrans sales, the freeway and tunnel proposals have been rejected and are no longer an issue.

We are hoping our stories will give you a better understanding of the obstacles we have faced, continue to face, and how we have been unfairly treated by Caltrans. We are the people who live in the community. We contribute. We are all part of what makes this community special and we should have the opportunity to continue to be part of it as homeowners.

We fear displacement under the implementation of SB381. We are exhausted from living under the thumb of Caltrans and continually being subjected to gross inconsistencies in the application of the sales process. These inconsistencies disadvantage tenants and the city. They are subject to Caltrans' interpretations, which puts potential buyers in an unfair and inequitable situation. In some circumstances, Caltrans' interpretations may have run afoul of the law. We fear this will continue unless the city has some influence on the process for home ownership.

Enclosed are just our three testimonials. There are many other stories like ours from other Caltrans tenants. We are all citizens of South Pasadena. We are your constituents. We are asking for your help and advocacy in our process with Caltrans so that we can purchase our homes and return them to the tax rolls for the city. Helping us navigate the complicated system

to become homeowners would be a boon to the city as whole, but would especially improve the neighborhoods that have been directly affected by the blight and irresponsible management of the properties by Cal-Trans for over 50 years.

Sincerely,

Andrea and Greg Weinbrecht – 1821 Meridian Avenue, South Pasadena, 91030

Suzanne Easter – 316 Fairview Avenue, South Pasadena, 91030

Stephanie Buffington – 1005 Buena Vista Street, South Pasadena, 91030

Thank you for taking the time with us as we try to navigate this incredibly complex process of purchasing our house from Cal-Trans. I will try to be brief, but thorough, in my explanation of my family's experience in dealing with Cal-Trans and Carolyn Dabney. We are fair market tenants who have lived in our house at 1821 Meridian Avenue since 2011.

## **2016-2017**

We were first contacted by Cal-Trans regarding the purchase of our home in 2016 using the side by side escrow model. An HRE would purchase our home at the acquisition price and we would purchase from the HRE at market and close on the same day - a double escrow. We signed an affidavit to buy this house at fair market before SB-381 was even conceived and an initial appraisal was conducted by a Cal-Trans sub-contractor in early 2017. We never received a purchase price, never received a copy of the appraisal, and never heard from Cal-Trans again regarding the sale of the house until March 2021, 5 years past the initial affidavit of intent to purchase.

As you know, in that 5 years home prices in California experienced historic price increases and we were **prohibited from owning any other properties** in the period while we were waiting to purchase this home under the governing sales regulations, all the while this 100 year old house, already in bad condition, continued to deteriorate with no routine maintenance from Cal-Trans. This is an over reaching stipulation put on tenants with promise of home ownership that was never fulfilled. In 2016, housing was still moderately affordable. Now in 2022 this is a different story and middle class families who don't qualify for affordable housing are now priced out of the market due to Cal-Trans constant changing of the rules dragging out the process. I should mention that shortly after signing the affidavit in 2016, we paid to have a home inspection done in preparation for purchasing the home. We wanted to truly know what we would be getting into with repair needs. This inspection discovered issues with the plumbing, electrical, and foundation just to name a few.

## **SPRING/SUMMER 2021**

As I mentioned above, in March of 2021 we received a letter from Cal-Trans disclosing the 2016 appraisal price of \$800,000 inclusive of a \$14,000 estimation of repairs. (We are unsure how they came up with the \$14,000 number, as our reports at the time showed a wide discrepancy in the repair costs - see attached supporting documents) The letter stated they required to see proof of pre-approval, proof of down payment funds, and a request for the max amount we could qualify for for loan purposes. Upon providing this information, the house would then be re-appraised and we would be given a new, higher price to reflect current market increases at the time, which was nearly a year ago at this point.

At that time (March 2021) we contacted Kristi Lopez, the district representative at Sen. Portantino's office, as we had been in touch with her in the past regarding ignored maintenance issues and other sales questions. SB 381 was being drafted and not yet adopted. We suggested that 381 should grandfather the handful of tenants in a fair-

market position with Cal-trans to the lower 2016 price due to Cal-Trans inability to act in a timely fashion in the disposal of the homes. The tenants should not be penalized with much higher sales prices because of Cal-Trans' inability and unwillingness to sell the properties. This was put into the original bill, then removed prior to its signing to make 381 "veto proof" according to Lopez.

In May of 2021, we submitted all proof of pre-qualification and funds for the 2016 price of up to \$800K to Cal-Trans and a re-appraisal was ordered and done in June 2021 by Linda Whittlesey at Alliance Appraisals on behalf of Cal-Trans. We received an updated price of \$915K in August of 2021 via email from Carolyn Dabney stating if we agreed to the price she would draw up a purchase agreement. This was significantly higher than the 2016 price and did not account for the extensive repairs needed. She, at that time, stated if we got a lower appraisal she would honor the lower appraisal price. Kristi Lopez was also aware of this as Dabney had also told her the lower appraisal price would be honored, especially if there was foundation damage.

We also asked, in writing, what the time line was to make a decision on the purchase and her response was "no hurry, take your time". Please remember at this time, 381 had not passed, as it was still being drafted, unbeknownst to tenants.

#### **FALL 2021/WINTER 2022**

We decided that it would be prudent to get an inspection done so that we had a better understanding of how much the condition of the house had changed in the 5 years that had passed, because the cracking on the exterior and interior walls was visibly worse. In October of 2021, we paid to have the same inspector from 2016 come back and re-inspect the home only to find serious deterioration to the previously existing issues, as well as new problems. The inspection report indicated extensive work was needed on the structure and foundation, electric, plumbing, and evidence of active termite infestation. I proceeded in gathering more issue specific inspections and repair estimates. I had a foundation inspection/estimate, termite inspection and estimate, and 2 different General Contractors inspect and estimate the necessary repairs. ***These estimates are only for repair so that the condition is safe and livable, not for renovation/remodel to be in line with a house of this price in this area.*** The total is over \$330K not including an added 30% for "unforeseen issues" once the work begins. We would also have to incur the additional expense of moving out for a minimum of 7 months to complete the work. Thus we are facing carrying the mortgage, rental and construction loan all *AFTER* coming up with a +\$180K down payment. Based on these estimates and Cal-Trans' appraisal price, we would have to sink more money into the house than it would fetch as flipped turnkey property in the current market. I'm sure you can imagine our level of frustration being saddled with the gross neglect of the unkept property by Cal-Trans' and its insistence that any reduction of price would be considered a "Gift of Public Funds". This has greatly impacted our decision making process on the purchase of this home.

Now that we had the solid repair estimates, we again thought it would be prudent to have our own appraisal done since Carolyn Dabney stated Cal-Trans would honor a lower appraisal price. This turned out to be a big obstacle. Getting an appraisal that is

accurate based on the extensive repairs was nearly impossible. This was mentioned to us early on in the process by Charles Loveman, the executive director of Heritage Housing Partners, and this has proven to be true. I was referred to a few appraisers, one even being the Cal-Trans appraiser. No one that I spoke with was interested in touching this situation because of the complicated and litigious nature surrounding these homes. Additionally, the comps in the area do not compare to the true and current condition of the home. The only properties in comparable condition, that would be accurate comps are the others owned by Cal-Trans.

One appraiser was willing to hear me out and offer some expert advice, but not willing to do an appraisal. He explained how the appraiser can be called into court if there are lawsuits filed regarding these sales, hence their disinterest. Additionally, I was told by the appraiser that due to the extensive repairs, especially the foundation, the house will most likely not qualify for financing and would be a cash sale to an investor at an investor price. This is very important because we are being given a full market price (without repair), and not an investor price, which is what the true market would bear.

He suggested I seek out a litigation appraiser for the job, so that's what I did. I found a litigation appraiser who happens to be an approved Cal-trans vendor and has worked with Cal-Trans on other projects not related to the 710 sales so there was no conflict of interest. Our appraisal was completed February 18 of 2022.

This appraisal was a much larger out of pocket expense than a standard home appraisal, much more detailed, and accounted for the actual condition of the house. His report also found an accurate comp on Bank Street in South Pas, that was sold at the investor price of \$650k back in July of 21, just weeks before Cal-Trans sent their appraiser.

This new and accurate appraisal came in at \$766k, significantly less than the \$915k "fair market price" offered to us by Cal-Trans. Now, we are past the 6 month mark for this appraisal since the sales process has been reconfigured, re-ordered, and delayed once again. Our appraiser has suggested we do a Memorandum of Update once we are closer to the actual sale and since we will incur further cost as a result.

## **SPRING 2022- PRESENT**

On the March 14th, 2022 we submitted this to Carolyn Dabney via email stating if Cal-Trans agrees to this lower price/appraisal as she previously stated we were willing to enter into a sales contract immediately, pending securing traditional financing.

On March 15th 2022, she responded refusing our offer and refusing our appraisal because it was not from the lender. She cited the newly adopted emergency regulations for SB 51 didn't include South Pasadena (why would they-not our district) so the homes couldn't be sold until the 381 emergency regulations were adopted. This seems irrelevant as SB 51, SB 381 and SB959 are three different pieces of legislation-one for each city in the corridor. With varying rules and regulations for each city in the corridor the houses will never be sold because it is over complicated and seeming more and more that Cal-Trans doesn't want to really sell them.

Also, this is completely contrary to what she told us in prior email communications. We explicitly asked for a time line because we knew it would be a long road to getting accurate repair estimates and numbers. She told us no hurry, take your time. So we did our best to be diligent and thorough, spending money out of pocket to be well informed home buyers. We asked a second time via email if the adoption of 381 would impact our time line to purchase, and she wrote back it would not affect us. Also, completely contradictory information to the email she sent us on the 15th.

It is very frustrating that she did not communicate to us that the purchase opportunity was off the table until the 381 emergency regulations were adopted. We have spent upwards of \$4100 out of pocket in preparation for the sale only to be told no after being offered the house for purchase in the summer of '21. She also mentioned in her response that the appraisal CalTrans did is now over 6 months old and no longer valid, completely ignoring our appraisal that was only a few weeks old at the time. So, according to Cal-Trans the house will need to be appraised a 3rd time and the price raised again to reflect the ever rising home prices and interest rates, while the house is falling further into disrepair.

Another interesting point that should be raised regarding the counter appraisal and lender is that the lender will only appraise a property once it is under contract and in escrow. So this leaves tenants with no ability to negotiate on the price as in a traditional sale. It seems that Cal-Trans expects the tenants to accept what ever price they offer without refute. The final regulations adopted by 381 specifically state the tenants wave their right to legal representation during the sales process. How can this be possible?

We disclosed to the lender some of the major issues with this property that are of greatest concern to us, like the foundation and structural issues. He told us, in no uncertain terms, that they would pull the funding and would not lend on a house with foundation and structural issues like this. He advised us to move on to other investment opportunities in the real estate market.

So, that is where we are at. We haven't yet responded to Carolyn. We wanted to take a pause and try to figure out what the next step should be. I should mention that we have not heard from Cal-Trans other than a vague, blanket letter from Veterans Reality Group (VRG) dated July 19, 2022 stating the houses would be sold, please contact them. We have not contacted VRG and have been advised by a real estate agent we consulted with that we should contact them via a real estate attorney given our situation and scope of knowledge about the property. We worked with VRG in 2016/2017 when we initially tried to purchase and we found them to be inept and uninformed in the details of the laws surrounding the sales. Any questions we asked had to be brought back to Cal-Trans for answers. They are located in Corona and do not have a local office in the corridor. They are solely working on the behalf of Cal-Trans and have no interest in helping the tenants.

Once again Cal-Trans is changing the rules as they see fit at the expense of the tenants, dragging out the process as interest rates climb and home prices continue to rise. Our lender suspects this house is already up 100k since Cal-Trans' initial

appraisal in July of 21, but the condition continues to deteriorate.

SB 381 offers no protections for market rate tenants. We will be directly impacted with displacement, most likely, if 381 is implemented. We are invested in this community. We have been residents for over 10 years and are entitled by the Roberti Law to buy our house despite 381. We do our best as renters to maintain the house so it is not a complete eye sore in the neighborhood, as do many of the tenants in the corridor. *The city council doesn't understand the real implications of 381 and do not seem to care that people like my family will be displaced. Two council members have now said we would be displaced under 381, but the Roberti Act says quite the contrary.* The idea that we, as fair market tenants, would be displaced because 381 holds 55 year long affordable covenants on these houses is an atrocity. Displacing middle income families who don't qualify based on the skewed and inaccurate metrics at which income levels are tallied at a time when ALL housing is unaffordable is an egregious misinterpretation of the definition of affordable housing.

I can provide a copy of our appraisal upon request. It includes all comps, inspections, and repair estimates so that you can see the prices at which Cal-Trans is offering the homes to market rate tenants are truly inflated, bordering on fraudulent, and not reflective of the actual condition of the houses. We are only asking for fair and equitable treatment in this process and the opportunity to purchase the home at a price that is aligned with the extensive repairs involved.

Thank you again for your time and I look forward to speaking to you more about this as the process moves forward.

Sincerely,

Andrea and Greg Weinbrecht

October 17, 2022

I have been a resident of South Pasadena for 26 years. My home was in the early rounds of 25 properties considered surplus. In 2000, I entered into a CTC-approved market value sales contract. On December 11, 2000, Caltrans directed First American Title Company to open escrow and I remitted a \$2,000 good faith deposit. In 2001, after the sale was approved by the CTC, Caltrans deemed that selling the property at market value was illegal. They rescinded the contract but never provided any legal documentation to support their claim. After the termination of the contract, I contacted Caltrans representative Mary Scott, then supervisor to my sales agent, Donna Armbrister. Mary Scott's reply to my inquiry was that she did not know why the contract was terminated and was unwilling to give me any additional information. Since the sale was terminated, I have demanded a legal explanation and supporting documents justifying the basis for Caltrans abruptly halting my sale. The legality of the termination of my sale needs to be proven, otherwise, it can logically be argued that Caltrans engaged in an illegal breach of our agreement after it was approved by the CTC.

Christopher Sutton informed me in 2014 that when a Caltrans sale has been approved by the CTC, the sale is supposed to be completed and the deed transferred. The only explanation I ever received for Caltrans' not honoring my sale was their claim that my sale was illegal according to a Caltrans "internal memo". Such a "memo" has never been presented to me, the 2 subsequent attorneys that I hired or any outside agent working on my behalf regarding the sale. To add insult to injury, my neighbor residing at 408 Fairview was able to purchase her Caltrans owned property at market value. Public records indicate the sale was finalized in 2003, approximately two years after my market value sale was deemed illegal by Caltrans. I have spoken with her at length regarding the purchase of her home and she has stated that she believes the only difference in the outcomes of our sales is that a friend contacted an acquaintance who worked for Caltrans in Sacramento and convinced them to intercede in my neighbor's sale. Whether or not we are able to purchase our homes should not be predicated on whether or not we are well connected within the Caltrans bureaucracy. This is an example of the ways in which the sales process has been inconsistently applied in violation of a fair and equitable sales process for everyone.

I reached out to Kristi Lopez in Senator Portantino's office on February 8, 2017 in the hope that she could assist me in an attempt, once again, to get some legal explanation as to why my contract was cancelled in 2001. They did not supply her with an explanation either. Instead, they repeatedly referred to a subsequent Roberti sale that I was forced into after my market value sale was aborted. The subsequent Roberti sale was also rescinded.

Since the properties are now being offered at market value it is clear that, at best, Caltrans was misinformed, if not completely incompetent. At worst, they engaged in a calculated deception. Either way, I have been counseled by an attorney that in their opinion, since my original market value contract has now been shown to have been legal, in part because of CTC approval, it should now be honored in lieu of a new offer of sale.

It is now 21 years since Caltrans denied me the opportunity to own my home. In that time, I have paid money in rent and maintenance of the property. Money that should have gone toward



paying off my mortgage for the last 2 decades. Currently in 2022 with a shortage of housing, soaring home prices and 2 interest rate hikes in the last 6 months, with another possibly on the way, it is imperative that the city stand with their residents to stop the unfair and dishonest practices Caltrans has been engaging in concerning the home sales. Any private seller would not be able to breach a sales contract without cause with no repercussions. Caltrans is not a private seller. They are a public entity paid for in part by the tax dollars of the very people they are taking advantage of. They are not supposed to be in the business of flipping real estate in order to make a massive profit. They purchased my home for approximately \$78,000, breached my sales agreement without legal cause, and now want to sell it to me at 3-4 times the original sales price 21 years later. It is irrational. It is reprehensible. It is immoral and more likely than not, it is illegal.

I ask you as a constituent to put the full weight of the City of South Pasadena behind helping to rectify a 21-year injustice. Thank you for your time and consideration.

Sincerely,  
Suzanne Easter  
316 Fairview Avenue  
South Pasadena, Ca 91030  
818-424-0813  
suzanne.easter@icloud.com

## ABOUT THE LONGLEY HOUSE

The Longley House at 1005 Buena Vista St in So. Pasadena is the earliest surviving work in California by the renowned turn of the century architects Greene & Greene. It was built in 1897. The Longley House was listed on the National Register of Historic Places on April 16, 1974. It was constructed for the then mayor of South Pasadena Howard Longley. It has a Tiffany Stained glass window over the front door and Batchelder tile fireplaces. Batchelder eventually became one of the leaders of the Arts and Crafts movement providing tile for Greene & Greene and other leaders of 20TH c . Design. In the turn of the century Arts and Crafts period the Craftsman Guild was founded by the Green and Green brothers, it included not only Tiffany and Batchelder, but the finest designers in their fields that all worked together on these homes.

The Longley House is the most historical house CalTrans owns and under the covenant of the National Register it can not be torn down or moved. So, in July of 1974, an attorney representing LA's Department of Transportation wrote to Dr. William J. Murtagh, Keeper of the National Register of Historic Places, asking to remove the house from the National Register so that it could be torn down by CT and out of the way of the 710 fwy. extension. But that attempt was thwarted by National Register that replied and demanded that "Federal Department of Transportation must comply with the National Historic Preservation Act of 1966 in regard to the Longley House." Period!

There are too many marvelous architectural features to mention here. From the hand fashioned gargoyle peeking out at the end of a roof beam a to the dozens of lotus flower embellishments under the eaves. This house is an architectural treasure.

I will note here that when I moved in in 1977 several of the valuable Tiffany leaded glass windows had been removed as well as the original light fixtures. The oak floors had large black stains all over them and some of the imported tiger oak doors had been painted over (I stripped them and refinished them myself) I believe that squatters and looters had their way with house as it had been vacant for at least a year and there was telltale graffiti on the walls. I took on the task to bring the house back to life, redoing the floors, painting and adding antique light fixtures to keep the covenant the best I could. The garden was nonexistent and the back terraces had been used as a dump . Literally!

As more of a steward of the Longley House I have cooperated with the different historical societies including the South Pasadena Preservation Foundation in

hosting tours here. And though out my 45 years at The Lonely House I have held hundreds of free events and workshops celebrating cultural diversity and unity in community. It has been my joy to preserve and share this wonderful home.

## A BRIEF HISTORY OF MY TENANT RELATIONSHIP WITH THE DEPT' OF TRANSPORTATION

1977

I signed a lease with CT and moved into the property "as is". Perhaps there had been transients, looters, or kids living in it, but it was a mess. It had many windows missing, graffiti on the walls and burn marks all over the floors and an unusable kitchen. I took the house on and brought the back to life with new floors, paint, plaster and elbow grease. I did this because I had a signed agreement for the right a first refusal to purchase the house and was protected under the Roberti Bill. I qualified then with all the financial requirements and continued to do so for the last 45 year ! I had no idea that it would take almost 20 years for that "right to Buy" to come about.

1995 I received a letter from CT stating:

" Congratulations !" Your property has been declared excess and your "Right to BUY" is now available to you. I had to go through an arduous lengthy qualifying process to proceed.

Was in a very successful career and did qualify for the purchase.

I have all the documents and signed sales agreements for all the transactions mentioned here (Copies available).

1996/97

I qualified and opened escrow with \$2,000.00 First American Title at my own expense. I also paid for the appraisal \$600.

And that was the last I heard about "buying " the house. No matter how many letters and hoops I had been put through I was told he deal fell through meanwhile my neighbors on both sides did close their affordable deals.

1999

"Congratulations" Cal Trans commission has approved the sale of the above stated property to you ! I entered another "Right to Purchase" agreement.

Again I paid an appraiser and spent \$1,600.00 to open escrow.

Loan with "World Savings "Is approved". I was even sent a copy of the deed

2000

Still the deal did not close I believe, because of the enormous amount of "differed Maintenance" that was not completed by CT and then the 4 year right to purchase contract had run out so I even took my case to Senator Adam Shiff who contacted the Director , Bob Sassaman on my behalf.

So I again underwent the qualifying process to generate purchase agreement and try again.

2001

I received pre qualification with SLS Mortgage Inc and then received the actual funding from National City Mortgage and was sent a copy of the "deed" Still no follow through on CT's behalf. Somehow I had "run out of time" ?? I wrote several letters demanding to know what happened the then director Andrew Nierenburg with no resolve.

2002

"Congratulations" I was sent another "Right to Purchase" agreement and again I qualified and paid for another appraisal to start the escrow process. I needed to now pre-qualify and pay an outstanding amount owed for \$338.19 immediately to be in good standing...Which I did of course.

CT could not come up with the lender required repairs in time to close the deal

2013

I received another communication action from CT and went through another qualifying process. And again went though the qualifying process. This was different as I was then 65 and retired.

2022

Received a letter from Veterans Reality Group saying I should anticipate a solicitation to purchase my house as they have taken over the sale.

In Conclusion:

I am willing to buy my house at the affordable price outright as it is my legal right with the 30 covenant fulfilled by my 45 years of tenancy in good standing.

**From:** [Care First South Pasadena](#)  
**To:** [City Council Public Comment](#)  
**Subject:** General public comment 10/19/22 Council meeting  
**Date:** Tuesday, October 18, 2022 8:25:28 PM  
**Attachments:** [2022-10-19 general comment re Oxy report.pdf](#)

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

Hello,

Kindly accept the attached general public comment for the City Council meeting on October 19.

Thanks.



October 19, 2022  
City Council meeting  
General Public Comment

Dear Councilmembers:

**Please agendize a presentation and discussion regarding Professors Harris and Rodnyansky's [report](#) about arrest and dispatch trends in South Pasadena at the next Public Safety Commission meeting.**

In August, 2022, Professors Jorgen Harris and Seva Rodnyansky, from the Urban & Environmental Policy Institute at Occidental College, released a report regarding arrests and dispatch activity in South Pasadena. The report was based on five years of dispatch records and ten years of arrest reports the City provided Care First South Pasadena pursuant to the California Public Records Act.

The report found, among other things, that Black and Latinx people are overrepresented among arrestees relative to their population in South Pasadena. Since the report's release, we understand there have been some questions about the report's methodology, and some theories offered to explain the racial disparities in arrest patterns identified in the report.

**The report warrants a presentation by its authors, with an opportunity for questions and discussion involving city staff and PSC commissioners.** There, the community can hear from the Chief and other city leaders directly; they can provide context about the complete picture surrounding the data and findings.

As recent events surrounding Los Angeles City Councilmembers make clear, **conversations behind closed doors about matters of public interest undermine the community's trust in the integrity of its governing bodies.** Here, **the report shows SPPD disproportionately arrests Black and Latinx people.** To date, **City staff and electeds have opted to dismiss the report outside of the public eye,** rather than provide a public forum to discuss the data, methodology, and findings. But, it's not too late to remedy this by inviting the professors to present their report with time for questions and answers, and response by City staff.

We appreciate that the City is undertaking an operational assessment of the police department. The Public Safety Commission gaining a better understanding of the report's data sources, methodology, findings, and limitations will advance—not interfere with—the goals of the assessment, *i.e.*, increased transparency about the Department's operations and any areas of improvement, through a lens of social and racial justice.

**From:** [Joanne Nuckols](#)  
**To:** [City Council Public Comment](#)  
**Subject:** Closed Session A2, 10/19/22  
**Date:** Wednesday, October 19, 2022 10:02:31 AM

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

Mayor Cacciotti, Mayor Pro Tem Primuth and Council Members Donovan, Mahmud and Zneimer

I recently came across the Q & A document from Caltrans which states "HREs that purchase multiple properties can do so under one Purchase and Sales Agreement. Individual contacts for each property or not required." I believe this is the process the city is currently considering with Caltrans? This is considered "bundling" and a violation of the settlement agreement between the City and Caltrans for the Esparanza case in City of South Pasadena vs. Department of Transportation (Filed 8/11/1997, settled 9/30/1998).

It is important the city review this settlement that those of us from back at that time remember as being the main element of interest to prevent bundling by Caltrans from happening again in South Pasadena and that the houses be sold individually. The two neighborhood group felt they had no choice but to file a lawsuit against Caltrans.

As you may be aware, the City filed a separate lawsuit after two So Pasadena neighborhood groups filed against Caltrans to stop the Esparanza sales and those houses being turned into various type of group living as threatened by the head of Esparanza. The resolution was the settlement and no bundling in the future in South Pasadena at least, even though it's happening in El Sereno and yet to be determined in Pasadena.

I urge you to do your due diligence to review this case and the neighbors cases in this matter to make sure the city is in the strongest position to settle with Caltrans. Additionally, the case 5 years later with city attorney Terzian by the city which invalidated the state code statewide is relevant. All these cases combine would make for a very powerful negotiating tool for the city for a positive settlement in the 626 Prospect case.

As philosopher Santayana said, "Those that cannot remember the past are condemned to repeat it."

Thank you for your consideration.

Joanne Nuckols  
1531 Ramona Ave  
South Pasadena, CA 91030

**From:** [Care First South Pasadena](#)  
**To:** [City Council Public Comment](#)  
**Subject:** General public comment 10/19/22 meeting  
**Date:** Wednesday, October 19, 2022 6:10:37 AM  
**Attachments:** [2022-10-19 general public comment Commissions w att.pdf](#)

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

Good morning,

Please accept this general public comment into the record for tonight's City Council meeting.

Thanks!





General public comment  
City Council  
October 19, 2022

Dear Mayor and City Councilmembers:

We are concerned about the lack of transparency in the city's commission appointment process. The city committed to "promote diversity in the membership of city commissions" in the Sundown Town resolution as a measure to correct its past history of racial exclusion. It is not clear what, if any, steps the city has taken to effectuate this commitment.

In 2022, the city declined to appoint at least one Black applicant. Omari Ferguson applied for the Public Works Commission, Planning Commission, and the Design Review Board. He is well-qualified for all three commissions based on his background as a licensed professional engineer (see Omari's application attached for your reference). Omari has a demonstrated interest in the equitable enforcement of maintenance and nuisance ordinances in the city. Initially, the city suggested Omari was to be appointed to the Public Works Commission. Then he heard nothing for several months. Omari followed up, and was told he had to reapply. He resubmitted his application. He was not selected for any of the three commissions.

In 2021, a Black resident of South Pasadena, Chris Smith, applied for the Public Safety Commission. Chris is licensed clinical social worker with experience in crisis management. He also has a demonstrated commitment to racial equity in policing. The city never responded regarding Chris's application. It appointed other residents to the vacant seats on the Public Safety Commission.

Meanwhile, many of today's commissioners are familiar faces on the dais, having already served multiple terms on various commissions. The city has a practice of appointing political and personal allies to term after term on different commissions. This perpetuates cycles of governance that keep power and influence within the hands of the same cohort of residents year after year—particularly given that commission work is a significant entry point into elected office in South Pasadena.

The city's municipal code sets broad selection criteria: To be eligible for appointment or retention on any board or commission, a citizen must be and must maintain his or her status as a resident of the city, with a strong commitment and demonstrated ability to work in a collaborative manner with other commission members and city staff.

The mayor has discretion in selecting individuals for commission appointments. But this process should promote diversity—racial and ethnic diversity, ideological diversity, and diversity of backgrounds and experience. This process should not be opaque.



We call on the city council to make public a fairer, more transparent commission appointment process. Further, we urge the city to survey the existing commissioners based on demographics (race/ethnicity, age, gender, and disability), whether they have previously served on any commission(s), and whether they are own or rent their residence in South Pasadena to determine a baseline of the commissions' diversity. All this information should be made public.

The city must change its recruiting efforts and appointment practices to rectify the city's past as a Sundown Town. A more transparent commission appointment process is necessary to build and maintain trust in our community, achieve more diversity among commission members, and give all residents who want a chance to participate the opportunity to do so.

Thank you for your consideration of this comment.

Sincerely,

Care First South Pasadena

# CITY OF SOUTH PASADENA ADVISORY BODY APPLICATION

(This Application is a Public Document)

For Official Use Only

Residents are the underpinning of our community and the Mayor and City Council encourage your participation by volunteering to serve on a City Advisory Body. The City Advisory Bodies are groups of volunteers that advise the City Council and staff on matters that affect policy and issues that will affect the future of the community.

Full Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Preferred Phone No.: \_\_\_\_\_

Secondary Phone No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Current Middle/High School Grade (Youth Commission Only): \_\_\_\_\_

Are you a registered voter of the  
City of South Pasadena?

Yes

No

Have you ever been convicted of a crime  
other than a minor traffic violation/infraction?

Yes

No

If yes, please describe the nature of each conviction under "remarks."

(Additional sheets may be attached – You are welcome to provide a resume and/or letters of endorsement)

Occupational Experience: \_\_\_\_\_

Educational Background: \_\_\_\_\_

Why do you want to serve on a City Advisory Body: \_\_\_\_\_

Civic or community experience, membership, or previous public service appointments: \_\_\_\_\_

Additional Information/Remarks: \_\_\_\_\_

Advisory Body of Interest: \_\_\_\_\_

1<sup>st</sup> Preference

A.D. - 55

2<sup>nd</sup> Preference

3<sup>rd</sup> Preference

## City of South Pasadena Advisory Bodies

To learn more about each Advisory Body, visit [www.southpasadenaca.gov/volunteer](http://www.southpasadenaca.gov/volunteer):

- Animal Commission
- Cultural Heritage Commission\*
- Design Review Board\*
- Finance Commission\*
- Library Board of Trustees\*
- Mobility and Transportation Infrastructure Commission\*
- Natural Resources & Environmental Commission
- Parks and Recreation Commission
- Planning Commission\*
- Public Arts Commission
- Public Safety Commission
- Public Works Commission\*
- Senior Citizen Commission
- Youth Commission

### \*Disclosure of Economic Interests

Certain Advisory Bodies are required to file a Statement of Economic Interest upon appointment, termination, and annually. Under existing California law, a member of a board or commission may not make, participate in making, or attempt to influence a governmental decision if it is reasonably foreseeable that the decision could have a material financial effect on that member, the member of the immediate family, or any of his or her financial interests. Careful consideration should be given to this issue and applicants are encouraged to contact the City Clerk's Division or the Fair Political Practices Commission if they have any questions.

### Who Can Be Appointed to an Advisory Body?

All registered voters within the South Pasadena city limits are eligible for appointment to an advisory body. Residency and registered voter status requirements may be waived for certain Youth Commission positions. Elected City officials and City employees are not eligible for membership on any board or commission.

### How Does the Process Work?

In November of each year, the City Clerk's Division conducts a recruitment campaign for advisory body positions that are due to expire in the upcoming year. Regular appointments are made each year in January. All candidates are appointed by the Mayor and ratified by the City Council. Terms are for three years and Commissioners can be reappointed for a second term.

If an unscheduled vacancy occurs, applications on file will be considered for appointment by the Mayor, to be ratified by the City Council. Applications remain active for two years and applicants will be contacted to renew or update their applications. You are encouraged to apply at any time, as applications will be considered for unscheduled vacancies.

### Where Do I File My Application?

Applications can be completed online at [www.southpasadenaca.gov/volunteer](http://www.southpasadenaca.gov/volunteer). You may also return completed applications to the City Clerk's Division in person or by fax, mail, or email:



City of South Pasadena  
City Clerk's Division  
1414 Mission Street  
South Pasadena, CA 91030  
Phone: (626) 403-7230 ● Fax: (626) 403-7211 ● [cityclerk@southpasadenaca.gov](mailto:cityclerk@southpasadenaca.gov)