



**CITY OF SOUTH PASADENA
CITY COUNCIL**

**A G E N D A
SPECIAL CLOSED SESSION
WEDNESDAY, APRIL 20, 2022
5:30 P.M.**

**CITY MANAGER’S CONFERENCE ROOM, SECOND FLOOR, CITY HALL
1414 MISSION STREET, SOUTH PASADENA, CA 91030**

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

The South Pasadena Special City Council Closed Session Meeting will be conducted in-person from the City Manager’s Conference Room, Second Floor, City Hall, 1414 Mission Street, South Pasadena.

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

Public Participation may be made as follows:

- In Person Hybrid – City Hall, City Manager’s Conference Room, Second Floor, 1414 Mission St
- Via Zoom – Meeting ID: **226 442 7248**
- Written Public Comment – written comment must be submitted by 12:00 p.m. the day of the meeting

1. Go to the Zoom website, <https://zoom.us/join> and enter the Zoom Meeting information; or
2. Click on the following unique Zoom meeting link:
<https://us06web.zoom.us/j/2264427248?pwd=aEFuSGszQ2I5WjJkemoTms0RTIVUT09> or
3. You may listen to the meeting by calling: +1-669-900-6833 and entering the Zoom Meeting ID and Passcode when prompted.

CALL TO ORDER: Mayor Michael Cacciotti

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

PUBLIC COMMENT

Public comment regarding items on the Closed Session agenda will be taken at the beginning of the meeting. Public comment will be accepted in person, via Zoom, or written comment.

CLOSED SESSION AGENDA ITEMS

A. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION

(Government Code Section 54956.9(d)(1))

1. *Owen Cliff Snider v. City of South Pasadena*, (UPC Case No. LA-CE-1180-M)
2. *Alison Smith v. City of South Pasadena* (LASC Case No.19BBCV00118)
3. *City of South Pasadena v. California Department of Transportation* (LASC Case No.21STCP01779)

B. CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION

Government Code Section 54956.9(d)(2)

Number of Potential Cases: 2

CERTIFICATION OF POSTING

*I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on **April 20, 2022**, on the bulletin board in the courtyard of City Hall at 1414 Mission Street, South Pasadena, CA 91030, and on the City's, website as required by law, on the date listed below.*

4/14/2022

/S/

Date

Christina A. Muñoz, Deputy City Clerk



**CITY OF SOUTH PASADENA
CITY COUNCIL**

**A G E N D A
REGULAR MEETING
WEDNESDAY, APRIL 20, 2022, AT 7:00 P.M.**

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

South Pasadena City Council Statement of Civility

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

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

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

The Meeting will be available:

- In Person Hybrid – City Council Chambers, 1424 Mission Street
- Live Broadcast via the website - http://www.spectrumstream.com/streaming/south_pasadena/live.cfm
- Via Zoom – **Webinar ID: 825 9999 2830**

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

1. Go to the Zoom website, <https://zoom.us/join> and enter the Zoom Meeting information; or
2. Click on the following unique Zoom meeting link:
<https://us06web.zoom.us/j/82599992830> or
3. You may listen to the meeting by calling: +1-669-900-6833 and entering the Zoom Meeting ID.

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

PUBLIC COMMENT GUIDELINES

The City Council welcomes public input. Members of the public can comment on a non-agenda subject under the jurisdiction of the City Council or on an agenda item, you may participate **by one of the following options:**

Option 1:

Participate in-person at the City Council Chambers.

Option 2:

Public Comment speakers have three minutes to address the Council, however, the Mayor and City Council can adjust time allotted as needed. Participants will be able to “raise their hand” using the Zoom icon during the meeting, and they will have their microphone un-muted during comment portions of the agenda to speak. for up to three minutes per item.

Option 3:

Email public comment(s) to ccpubliccomment@southpasadenaca.gov.

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

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

PLEASE NOTE: The Mayor may exercise the Chair's discretion, subject to the approval of the majority of the City Council, to adjust public comment(s) to less than three minutes.

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

CLOSED SESSION ANNOUNCEMENTS**1. CLOSED SESSION ANNOUNCEMENTS****PUBLIC COMMENT****2. PUBLIC COMMENT – GENERAL (NON-AGENDA ITEMS)**

General Public Comment will be limited to 30 minutes at the beginning of the agenda. If there are speakers remaining in the queue, they will be heard at the end of the meeting. Only Speakers who sign up in the first 30 minutes of public comment will be queued up to speak.

PRESENTATIONS**3. PET ADOPTION: PASADENA HUMANE SOCIETY****4. SOUTH PASADENA POLICE DEPARTMENT LIFE SAVING AWARDS****5. PROCLAMATION DECLARING APRIL 17 THROUGH APRIL 23, 2022 AS “CALIFORNIA MOSQUITO AWARENESS WEEK” IN THE CITY OF SOUTH PASADENA**

6. **PROCLAMATION DECLARING APRIL 22, 2022, AS "EARTH DAY" IN THE CITY OF SOUTH PASADENA**
7. **PROCLAMATION DECLARING APRIL 27, 2022 AS "DENIM DAY" IN THE CITY OF SOUTH PASADENA**
8. **PROCLAMATION DECLARING APRIL 24, 2022 AS "ARMENIAN GENOCIDE REMEMBRANCE DAY" IN THE CITY OF SOUTH PASADENA**

COMMUNICATIONS

9. **COUNCILMEMBER COMMUNICATIONS**
Time allotted per Councilmember is 3 minutes. Additional time will be allotted at the end of the City Council meeting agenda, if necessary.
10. **CITY MANAGER COMMUNICATIONS**
11. **REORDERING OF, ADDITIONS, OR DELETIONS TO THE AGENDA**

CONSENT CALENDAR

OPPORTUNITY TO COMMENT ON CONSENT CALENDAR

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

12. **APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$95,607.42; GENERAL CITY WARRANTS IN THE AMOUNT OF \$558,255.01; SUPPLEMENTAL AUTOMATED CLEARING HOUSE PAYMENTS IN THE AMOUNT OF \$67,943.53; VOIDS IN THE AMOUNT OF (\$6,077.50); TRANSFERS IN THE AMOUNT OF \$96,898.22; PAYROLL IN THE AMOUNT OF \$937,322.02**

Recommendation

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

13. **APPROVAL OF A FIVE-YEAR AGREEMENT WITH THE SOUTH PASADENA CHAMBER OF COMMERCE FOR THE OPERATION OF THE SOUTH PASADENA FARMERS' MARKET**

Recommendation

It is recommended that the City Council approve a five (5) year agreement with the South Pasadena Chamber of Commerce for the operation of the South Pasadena Farmers' Market.

14. **MONTHLY INVESTMENT REPORT FOR FEBRUARY 2022**

Recommendation

It is recommended that the City Council receive and file the Monthly Investment Report for February 2022.

15. APPROVAL OF THIRD AMENDMENT TO THE ARROYO SECO GOLF COURSE OPERATIONS MANAGEMENT AGREEMENT WITH DONOVAN BROS. GOLF, LLC**Recommendation**

It is recommended that the City Council approve the Third Amendment to the Arroyo Seco Golf Course (Golf Course) Operations Management Agreement (Agreement) with Donovan Bros. Golf, LLC (Donovan).

16. PRESENTATION OF CITY COUNCIL MEETING MINUTES**Recommendation**

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

PUBLIC HEARING**17. PUBLIC HEARING TO ADOPT A RESOLUTION APPROVING THE REMAINING COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FUNDS FOR FISCAL YEAR 2021/2022, IN THE AMOUNT OF \$104,170.90, WITH INCREASES OF \$6,127.70 FOR THE SENIOR NUTRITION PROGRAM AND \$98,043.20 FOR THE SIDEWALK REPLACEMENTS AND AMERICAN WITH DISABILITIES ACT RAMP UPGRADES, AND PROGRAM FUNDS FOR FISCAL YEAR 2022/2023 IN THE AMOUNT OF \$122,554, WITH \$24,510.80 FOR THE SENIOR NUTRITION PROGRAM AND \$98,043.20 FOR SIDEWALK REPLACEMENTS AND AMERICAN WITH DISABILITIES ACT RAMP UPGRADES****Recommendation**

It is recommended that the City Council conduct a public hearing and adopt a resolution to approve the following:

1. Program the remaining portion of the Community Development Block Grant (CDBG) program funds for the Fiscal Year 2021/2022, in the amount of \$104,170.90, with increases of \$6,127.70 for the Senior Nutrition Program and \$98,043.20 to Sidewalk Replacements and American with Disabilities Act (ADA) ramp upgrades; and
2. Program the CDBG program funds for the Fiscal Year 2022/2023, in the amount of \$122,554, with \$24,510.80 for the Senior Nutrition Program and \$98,043.20 for Sidewalk Replacements and ADA ramp upgrades.

ACTION / DISCUSSION**18. AUTHORIZE THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENTS FOR THE 2021-2029 HOUSING ELEMENT AND GENERAL PLAN/ DOWNTOWN SPECIFIC PLAN****Recommendation**

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

1. Second Amendment to the PlaceWorks Professional Services Agreement (PSA) for the 2021-2029 Housing Element to include additional analysis in the amount of \$42,715 for a total not-to-exceed amount of \$310,313; and
2. Third Amendment to the PlaceWorks PSA for the General Plan/Downtown Specific Plan (GP/DTSP) to include additional revisions in the amount of \$25,000 for a total not-to-exceed amount of \$260,312.

19. **APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE SOUTH PASADENA PRESERVATION FOUNDATION FOR INSPECTION OF VACANT CALTRANS SURPLUS HOMES; AND AUTHORIZE CITY MANAGER TO ISSUE REQUEST FOR QUALIFICATIONS FOR HOUSING RELATED ENTITIES, TO ISSUE A REQUEST FOR PROPOSAL FOR PROPERTY INSPECTION AND REPAIR ESTIMATES FOR SUCH PROPERTIES, AND TO APPROVE A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH CIVICSTONE, LLC**

Recommendation

It is recommended that the City Council review and provide direction regarding the implementation of Senate Bill 381 (SB 381):

1. Authorize the City Manager to enter into a Memorandum of Understanding (MOU) with the South Pasadena Preservation Foundation (SPPF) to inspect the vacant historic surplus Caltrans properties and identify the character defining features; and
2. Authorize the City Manager to release a Request for Qualifications (RFQ) to solicit Housing Related Entities (HREs) for potential partnership opportunities and/or consultants to assist in the formation and implementation of a Community Land Trust; and
3. Authorize the City Manager to release a Request for Proposals (RFP) to conduct property inspection and repair estimates of the properties under consideration for purchase by the City; and
4. Approve a First Amendment to the Professional Services Agreement (PSA) with CivicStone, LLC to extend the contract term to complete the existing scope of work and authorize an additional \$5,850 for the additional scope of work, for total not-to-exceed amount of \$80,850

INFORMATION REPORTS – NONE

PUBLIC COMMENT – CONTINUED

20. **CONTINUED PUBLIC COMMENT – GENERAL**

This time is reserved for speakers in the public comment queue not heard during the first 30 minutes of Item 2. No new speakers will be accepted at this time.

ADJOURNMENT

FOR YOUR INFORMATION

FUTURE CITY COUNCIL MEETINGS

April 27, 2022	Special City Council Meeting	6:00 p.m.
May 4, 2022	Regular City Council Meeting	7:00 p.m.
May 18, 2022	Regular City Council Meeting	7:00 p.m.

PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS

City Council meeting agenda packets, any agenda related documents, and additional documents are available online for public inspection on the City's website:

www.southpasadenaca.gov/CityCouncilMeetings2022

Regular meetings are live streamed via the internet at:
http://www.spectrumstream.com/streaming/south_pasadena/live.cfm

AGENDA NOTIFICATION SUBSCRIPTION

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

ACCOMMODATIONS



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

CERTIFICATION OF POSTING

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4/14/2022

/S/

Date

Christina A. Muñoz, Deputy City Clerk

CITY OF SOUTH PASADENA

PROCLAMATION



Declaring April 17 through April 23, 2022 as
“California Mosquito Awareness Week”
in the City of South Pasadena

WHEREAS, the mosquito is considered the world’s deadliest creature, infecting and killing more than one million people each year by spreading pathogens to people when they bite; and

WHEREAS, the Los Angeles County Department of Public Health concluded San Gabriel Valley communities accounted for 41% of LA County’s West Nile virus human cases in 2021; and

WHEREAS, the threat of invasive Aedes mosquitoes in our community increases the risk of a local outbreak of dengue fever, Zika, yellow fever, and chikungunya; and

WHEREAS, the City of South Pasadena, in cooperation with the San Gabriel Valley Mosquito & Vector Control District, has been involved in protecting public health from mosquito-borne illnesses.

NOW, THEREFORE, I, Michael A. Cacciotti, Mayor of the City of South Pasadena, on behalf of the City Council, do hereby proclaim the week of April 17-23, 2022 as California Mosquito Awareness Week and urge all citizens to promote awareness and education about the public health threat mosquitoes pose to our community.

Michael A. Cacciotti, Mayor

April 20, 2022
Date

CITY OF SOUTH PASADENA
PROCLAMATION



**Declaring April 22, 2022 as “Earth Day”
in the City of South Pasadena**

WHEREAS, Friday, April 22, 2022 marks the fifty-second annual Earth Day celebration, a day to increase public awareness of the need to protect the environment and conserve resources; and

WHEREAS, the global community now faces extraordinary challenges, such as severe water shortages, environmental degradation, diminishing resources, and global health issues; and

WHEREAS, it is understood that the citizens of the community must step forward and take action to combat these global challenges; and

WHEREAS, a sustainable environment can be achieved on an individual level through educational efforts, public policy, and consumer activism campaigns; and

WHEREAS, our community is reminded to act locally by conserving all resources, promoting clean air through biking, encouraging the use of public transportation and planting of trees; and

WHEREAS, the City of South Pasadena continues to actively work with the community to conserve natural resources and reduce greenhouse gas emissions through programs, public events, partnerships with community organizations, and other outreach efforts; and

WHEREAS, the City of South Pasadena encourages residents and businesses to think globally and act locally by doing their part to benefit the community and the planet.

NOW, THEREFORE, I, Michael Cacciotti, Mayor, on behalf of the City Council of the City of South Pasadena, hereby declare April 22, 2022, as “Earth Day” in the City of South Pasadena and encourage everyone to make every day Earth Day.

Michael A. Cacciotti, Mayor

April 20, 2022
Date

CITY OF SOUTH PASADENA

PROCLAMATION



Declaring April 27, 2022 as “Denim Day” in the City of South Pasadena

- WHEREAS, Peace Over Violence, a nonprofit organization established in 1971 dedicated to building healthy relationships, families and communities free from sexual, domestic and interpersonal violence, has declared April 27, 2022 as “Denim Day” in Los Angeles County; and
- WHEREAS, this day is intended to bring awareness to the fact that rape and sexual assault remain a serious issue in our society, and harmful attitudes about rape and sexual assault allow these crimes to persist and allow victims and survivors to be re-victimized; and
- WHEREAS, “Denim Day” was instituted to call attention to misconceptions and misinformation about rape and sexual assault, and the problem that many in society remain disturbingly uninformed with respect to issues of assault and forcible rape; and
- WHEREAS, every ninety-eight seconds, somewhere in America, someone is sexually assaulted, approximately 1 in 5 women are raped during their lifetime, and about 82% of sexual assaults are committed by someone the victim knows, approximately 80% of female victims experience being raped before the age of 25, victims of sexual assault are 3 times more likely to suffer from depression, 6 times more likely to suffer from Post-Traumatic Stress Disorder (PTSD), 13 times more likely to abuse alcohol 26 times more likely to abuse drugs, and 4 times more likely to contemplate suicide; and
- WHEREAS, with proper education on the matter, there is compelling evidence that we can be successful in reducing incidents of this alarming and psychologically damaging crime; and
- WHEREAS, City Staff will wear denim on April 27, 2022 in support of “Denim Day” to show their solidarity; and
- WHEREAS, the members of the South Pasadena City Council strongly support the efforts of Peace Over Violence to educate in our community about the true impact of rape and sexual assault in society.
- NOW, THEREFORE, I, Michael Cacciotti, on behalf of the City Council of the City of South Pasadena, hereby declare April 27, 2022, as “Denim Day” in the City of South Pasadena and urge everyone to wear denim on this day to help bring awareness to this important topic.

Michael Cacciotti, Mayor

April 20, 2022
Date

CITY OF SOUTH PASADENA
PROCLAMATION



Declaring April 24, 2022
as “Armenian Genocide Remembrance Day”
in the City of South Pasadena

WHEREAS, on April 24, 1915, the Ottoman government perpetrated against Armenian people what is commonly referred to as the first genocide as the twentieth century, which continue until 1923 and resulted in the death of 1.5 million Armenian men, women, and children; and

WHEREAS, the Armenian people were victim to a systemic genocide which attempted to permanently remove all traces of Armenian culture, language, institutions, and history; and

WHEREAS, as we remember the past, let us also dedicate ourselves to building a greater future by educating our community about the Armenian Genocide and other crimes against humanity, including the 2020 Nagorno-Karabakh conflict that claimed the lives of over 4,000 Armenians in the region; and

WHEREAS, those who survived the Armenian Genocide and their successors have fought for decades to bring recognition to these tragic events; and

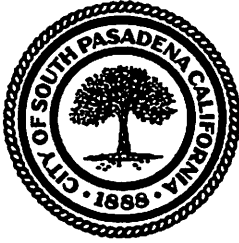
WHEREAS, the millions of Armenian-Americans who have made the United States and diaspora their home have greatly enriched various nations through their leadership and contributions; and

WHEREAS, as a community, it is important to stand together and join our Armenian community members in an effort to memorialize their fallen ancestors and to ensure such tragedies do not repeat.

NOW, THEREFORE, I, Michael Cacciotti, on behalf of the City Council of the City of South Pasadena, hereby declare April 24, 2022 as “Armenian Genocide Remembrance Day” in the City of South Pasadena. I urge our community to learn about the history of the Armenian Genocide and stand in solidarity with our Armenian community members.

Michael A. Cacciotti, Mayor

Date



City Council Agenda Report

ITEM NO. <u>12</u>

DATE: April 20, 2022

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

PREPARED BY: Kenneth L. Louie, Interim Finance Director

SUBJECT: **Approval of Prepaid Warrants in the Amount of \$95,607.42; General City Warrants in the Amount of \$558,255.01; Supplemental Automated Clearing House Payments in the Amount of \$67,943.53; Voids in the Amount of (\$6,077.50); Transfers in the Amount of \$96,898.22; Payroll in the Amount of \$937,322.02**

Recommendation

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

Fiscal Impact

Prepaid Warrants:

Warrant # 314239-314252	\$	48,746.65
ACH	\$	46,860.77
Voids	\$	0

General City Warrants:

Warrant # 314253-314340	\$	437,142.54
ACH	\$	121,112.47
Voids	\$	(6,077.50)

Payroll Period Ending: 04/01/2022	\$	918,423.48
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Payroll Period Ending: 04/02/2022	\$	18,898.54
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Wire Transfers Out – To (LAIF)	\$	0
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Wire Transfers In – From (LAIF)	\$	0
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Wire Transfers (RSA)	\$	0
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Wire Transfers Out – To (Acct # 2413)	\$	52,224.75
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Wire Transfers Out – To (Acct # 1936)	\$	44,673.47
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Supplemental ACH Payment	\$	67,943.53
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RSA:

Prepaid Warrants	\$	0
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General City Warrants	\$	0
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Total	\$	1,749,948.70
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Commission Review and Recommendation

This matter was not reviewed by a Commission.

Environmental Analysis

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

Attachments:

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

ATTACHMENT 1
Warrant Summary

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

Date 4/20/2022

Fund No.	Amounts	
	Prepaid	Written
101	46,985.77	199,148.65
103	-	-
104	-	-
105	-	-
107	-	-
205	-	3,382.59
207	-	4,991.73
208	-	-
210	-	67,322.49
211	-	-
215	-	5,189.43
217	-	-
218	-	-
220	-	21,100.00
223	-	-
226	-	-
228	-	-
230	2,643.62	3,015.58
232	-	-
233	-	-
236	-	-
237	-	-
238	-	-
239	-	-
241	-	-
242	-	-
245	-	-
248	-	-
249	-	231,799.86
255	-	-
260	-	-
270	-	-
272	-	-
274	-	-
275	-	-
276	-	-
277	-	-
295	-	-
310	-	-
500	-	16,090.45
503	-	6,214.23
505	-	-
506	-	-
510	-	-
550	-	-
700	45,978.03	-
Column Totals:	95,607.42	558,255.01

Fund No.	Amounts	
	Prepaid	Written
227	-	-
RSA Report Totals:	-	-
City Report Totals:		653,862.43

Payroll Period Ending: 04/01/2022	918,423.48
Payroll Period Ending: 04/02/2022	18,898.54
Wire Transfer Out - To LAIF	-
Wire Transfer In - From LAIF	-
Wire Transfer - RSA	-
Wire Transfer Out - To Acct. # 2413	52,224.75
Wire Transfer Out - To Acct. # 1936	44,673.47
Supplemental ACH Payments	67,943.53
Voids - Prepaid	-
Voids - General Warrant	(6,077.50)

Grand Report Total: 1,749,948.70

Michael A. Cacciotti, Mayor

Kenneth L. Louie, Interim Finance Director

City Clerk

ATTACHMENT 2
Prepaid Warrant List

Accounts Payable

Check Detail

User: calvarez
Printed: 04/12/2022 - 8:44AM



Check Number	Check Date	Amount
CSD3014 - Ca. State Disbursement Unit		
314239	04/04/2022	
Inv	PR 03/18/2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/16/2022	PR Batch 31822.03.2022 Garnishment - Case # FAMSS - 1406906	814.15
Inv PR 03/18/2022 Total		814.15
314239 Total:		814.15
CSD3014 - Ca. State Disbursement Unit Total:		
		814.15
SSDV2018 - Sandoval, Sheila		
0	04/04/2022	
Inv	PR 03/18/2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/16/2022	PR Batch 31822.03.2022 - Garnishment	485.00
03/16/2022	PR Batch 31822.03.2022 - Garnishment	737.00
Inv PR 03/18/2022 Total		1,222.00
0 Total:		1,222.00
SSDV2018 - Sandoval, Sheila Total:		
		1,222.00
Total:		2,036.15

Accounts Payable

Check Detail

User: calvarez
Printed: 04/12/2022 - 5:03PM



Check Number	Check Date		Amount
ACHG2013 - A-Check Global			
314240	04/12/2022		
Inv	59-0651672		
<u>Line Item Date</u>	<u>Line Item Description</u>		
07/30/2021	A-Check Employment Backgrounds		244.25
Inv 59-0651672 Total			244.25
Inv	59-0670884		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/28/2022	A-Check Employment Backgrounds		189.78
Inv 59-0670884 Total			189.78
314240 Total:			434.03
ACHG2013 - A-Check Global Total:			434.03
AFLA7010 - AFLAC			
0	04/12/2022		
Inv	496338		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/28/2022	AFLAC Insurance February 2022 Premiums		595.59
Inv 496338 Total			595.59
Inv	874834		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/28/2022	AFLAC Insurance March 2022 Premiums		595.59
Inv 874834 Total			595.59
0 Total:			1,191.18
AFLA7010 - AFLAC Total:			1,191.18
AME0229 - Ameritas			
0	04/12/2022		
Inv	March 2022		
<u>Line Item Date</u>	<u>Line Item Description</u>		

Check Number	Check Date	Amount
03/01/2022	Ameritas VSP Insurance March 2022 Premiums	3,277.76
	Inv March 2022 Total	3,277.76
0 Total:		3,277.76
AME0229 - Ameritas Total:		3,277.76
CSD3014 - Ca. State Disbursement Unit		
314241	04/12/2022	
	Inv PR 04/01/2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/30/2022	Garnishment - Case # FAMSS - 1406906	814.15
	Inv PR 04/01/2022 Total	814.15
314241 Total:		814.15
CSD3014 - Ca. State Disbursement Unit Total:		814.15
SOU5343 - City of South Pasadena-Recreation		
314242	04/12/2022	
	Inv 02/01/2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/01/2022	Reimburse Petty Cash for Recreation Division	15.82
	Inv 02/01/2022 Total	15.82
	Inv 09/07/2021	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/07/2021	Reimburse Petty Cash for Recreation Division	38.21
	Inv 09/07/2021 Total	38.21
	Inv 09/10/2021	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/10/2021	Reimburse Petty Cash for Recreation Division	10.53
	Inv 09/10/2021 Total	10.53
	Inv 09/21/2021	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/21/2021	Reimburse Petty Cash for Recreation Division	56.18
	Inv 09/21/2021 Total	56.18
	Inv 10/14/2021	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/14/2021	Reimburse Petty Cash for Recreation Division	29.48

Check Number	Check Date	Amount
Inv 10/14/2021 Total		29.48
Inv 10/27/2021		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/27/2021	Reimburse Petty Cash for Recreation Division	207.94
Inv 10/27/2021 Total		207.94
Inv 11/18/2021		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/18/2021	Reimburse Petty Cash for Recreation Division	200.50
Inv 11/18/2021 Total		200.50
Inv 11/4/2021		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/04/2021	Reimburse Petty Cash for Recreation Division	8.21
Inv 11/4/2021 Total		8.21
Inv 12/2/2021		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/02/2021	Reimburse Petty Cash for Recreation Division	12.10
Inv 12/2/2021 Total		12.10
Inv 12/20/2021		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/20/2021	Reimburse Petty Cash for Recreation Division	10.35
12/20/2021	Reimburse Petty Cash for Recreation Division	74.73
Inv 12/20/2021 Total		85.08
Inv 12/22/2021		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/22/2021	Reimburse Petty Cash for Recreation Division	30.00
Inv 12/22/2021 Total		30.00
314242 Total:		694.05
SOU5343 - City of South Pasadena-Recreation Total:		694.05
DSP0755 - D & S Printing		
314243	04/12/2022	
Inv 3020		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/30/2022	#10 Window Envelopes for Finance Department	959.18

Check Number	Check Date		Amount
Inv 3020 Total			959.18
Inv 4007			
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/17/2021	Correction Notice Booklets for Building Dept.		983.43
Inv 4007 Total			983.43
			<hr/>
314243 Total:			1,942.61
			<hr/>
DSP0755 - D & S Printing Total:			1,942.61
DEL0771 - Delta Dental of California			
314244	04/12/2022		
Inv BE004835850			
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/01/2022	Dental Premiums for March 2022		11,302.88
Inv BE004835850 Total			11,302.88
Inv BE004879285			
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/01/2022	Dental Premiums for April 2022		11,414.96
Inv BE004879285 Total			11,414.96
			<hr/>
314244 Total:			22,717.84
			<hr/>
DEL0771 - Delta Dental of California Total:			22,717.84
HIST7000 - Historic Resources Group			
314245	04/12/2022		
Inv 11321			
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/30/2020	Historic Assessment Report for 2051 La Fremontia		1,504.66
04/30/2020	Historic Assessment Report for 2051 La Fremontia		-1,504.66
04/30/2020	Historic Assessment Report for 2051 La Fremontia		1,504.66
Inv 11321 Total			1,504.66
Inv 11395			
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/16/2020	Historic Assessment Report for 2051 La Fremontia		337.50
06/16/2020	Historic Assessment Report for 2051 La Fremontia		337.50
06/16/2020	Historic Assessment Report for 2051 La Fremontia		-337.50
Inv 11395 Total			337.50

Check Number	Check Date	Amount
314245 Total:		1,842.16
HIST7000 - Historic Resources Group Total:		1,842.16
VRMZ7000 - Munoz, Valerie		
314246	04/12/2022	
Inv	PR 04/01/2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/30/2022	Garnishment	750.00
Inv PR 04/01/2022 Total		750.00
314246 Total:		750.00
VRMZ7000 - Munoz, Valerie Total:		750.00
MVCH3011 - MV Cheng & Associates Inc.		
314247	04/12/2022	
Inv	3/31/2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/31/2022	Professional Accounting Services: March 2022	2,707.50
Inv 3/31/2022 Total		2,707.50
314247 Total:		2,707.50
MVCH3011 - MV Cheng & Associates Inc. Total:		2,707.50
PEG4590 - NUFIC		
314248	04/12/2022	
Inv	February 2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/31/2022	AD&D February 2022 EE Only Basic	201.00
03/31/2022	AD&D February 2022 EE Voluntary	835.95
Inv February 2022 Total		1,036.95
Inv	January 2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/31/2022	AD&D January 2022 EE Only Basic	199.50
03/31/2022	AD&D January 2022 EE Voluntary	826.05
Inv January 2022 Total		1,025.55
Inv	March 2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/31/2022	AD&D March 2022 EE Voluntary	834.20
03/31/2022	AD&D March 2022 EE Only Basic	196.50

Check Number	Check Date		Amount
		Inv March 2022 Total	1,030.70
		314248 Total:	3,093.20
		PEG4590 - NUFIC Total:	3,093.20
		PLBD7011 - Planetbids	
314249	04/12/2022		
		Inv 122145	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		01/13/2022	Vendor and Bid Management Online Module and Support Services
		01/13/2022	Vendor and Bid Management Online Module and Support Services
		01/13/2022	Vendor and Bid Management Online Module and Support Services
		Inv 122145 Total	6,908.88
		314249 Total:	6,908.88
		PLBD7011 - Planetbids Total:	6,908.88
		RIN7777 - Rincon Consultants, Inc.	
0	04/12/2022		
		Inv 33954	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		10/11/2021	Plan Check Services Thu 09/30/2021
		Inv 33954 Total	4,284.80
		Inv 34807	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		11/11/2021	Plan Check Services Thu 10/31/2021
		Inv 34807 Total	3,369.85
		Inv 35585	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		12/14/2021	Plan Check Services Thu 11/01/2021
		Inv 35585 Total	2,241.15
		0 Total:	9,895.80
		RIN7777 - Rincon Consultants, Inc. Total:	9,895.80
		SSSS8267 - Round Star West, LLC	
0	04/12/2022		

Check Number	Check Date	Amount
Inv 313921		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/12/2022	Re-Issue Class Instructor Payment for Voided Check # 313921	2,359.50
Inv 313921 Total		2,359.50
Inv 314042		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/12/2022	Re-Issue Class Instructor Payment for Voided Check # 314042	1,787.50
Inv 314042 Total		1,787.50
Inv 314217		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/12/2022	Re-Issue Class Instructor Payment for Voided Check # 314217	1,930.50
Inv 314217 Total		1,930.50
0 Total:		6,077.50
SSSS8267 - Round Star West, LLC Total:		6,077.50
SOU5435 - S.P. Police Officers Association 700-0000-0000-2246-000		
0	04/12/2022	
Inv April 2022		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/30/2022	April 2022 Union Dues	2,882.25
03/30/2022	April 2022 Union Insurance	2,128.58
Inv April 2022 Total		5,010.83
0 Total:		5,010.83
SOU5435 - S.P. Police Officers Association Total:		5,010.83
SOU5451 - S.P. Public Service Employees Association 700-0000-0000-2248-000		
0	04/12/2022	
Inv April 2022		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/30/2022	Union Dues - April 2022	1,410.00
Inv April 2022 Total		1,410.00
0 Total:		1,410.00
SOU5451 - S.P. Public Service Employees Association Total:		1,410.00

Check Number	Check Date		Amount
CEAP7000 - S.P. Public Service Employees Association-PT 700-0000-0000-2249-000			
0	04/12/2022		
Inv	April 2022		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/30/2022	Part Time Union Dues - April 2022		288.00
Inv April 2022 Total			288.00
0 Total:			288.00
CEAP7000 - S.P. Public Service Employees Association-PT Total:			288.00
SOU5230 - S.P.Firefighters L-3657			
0	04/12/2022		
Inv	April 2022		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/30/2022	April 2022 Union Dues		2,050.00
03/30/2022	April 2022 Union Insurance		177.42
03/30/2022	April 2022 Union Rec Fees		90.00
Inv April 2022 Total			2,317.42
0 Total:			2,317.42
SOU5230 - S.P.Firefighters L-3657 Total:			2,317.42
SSDV2018 - Sandoval, Sheila			
0	04/12/2022		
Inv	PR 04/01/2022		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/30/2022	PR Batch 40122.04.2022 - Garnishment		737.00
03/30/2022	PR Batch 40122.04.2022 - Garnishment		485.00
Inv PR 04/01/2022 Total			1,222.00
0 Total:			1,222.00
SSDV2018 - Sandoval, Sheila Total:			1,222.00
SCO3311 - State Controller			
314250	04/12/2022		
Inv	FAUD-00003215		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/01/2022	Annau Street Reports; 07/01/2021-06/30/2022		2,643.62
Inv FAUD-00003215 Total			2,643.62

Check Number	Check Date	Amount
314250 Total:		2,643.62
SCO3311 - State Controller Total:		2,643.62
COBR7131 - The Advantage Group		
0	04/12/2022	
Inv	140600	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/05/2022	HRA March Admin. Fee	324.00
Inv 140600 Total		324.00
Inv	April 2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/05/2022	HRA April Disbursement	14,624.28
Inv April 2022 Total		14,624.28
0 Total:		14,948.28
COBR7131 - The Advantage Group Total:		14,948.28
HAFR7000 - The Hartford		
314251	04/12/2022	
Inv	085031859672	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/15/2022	Hartford Life Insurance April 2022 Premiums	924.75
Inv 085031859672 Total		924.75
Inv	085032051613	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/15/2022	Hartford Life Insurance March 2022 Premiums	924.75
Inv 085032051613 Total		924.75
314251 Total:		1,849.50
HAFR7000 - The Hartford Total:		1,849.50
WLHD8020 - Westlake Hardware		
314252	04/12/2022	
Inv	14302380	
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/13/2022	Police Department Supplies	11.01
Inv 14302380 Total		11.01

Check Number	Check Date	Amount
Inv	14302397	
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/21/2022	Police Department Supplies	52.90
Inv 14302397 Total		52.90
Inv	14302412	
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/26/2022	Police Department Supplies	8.81
Inv 14302412 Total		8.81
Inv	14302486	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/23/2022	Police Department Supplies	1,133.39
Inv 14302486 Total		1,133.39
Inv	14302487	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/24/2022	Police Department Supplies	328.85
Inv 14302487 Total		328.85
314252 Total:		1,534.96
WLHD8020 - Westlake Hardware Total:		1,534.96
Total:		93,571.27

ATTACHMENT 3 General City Warrant List

Accounts Payable

Check Detail

User: calvarez
Printed: 04/13/2022 - 6:00PM



Check Number	Check Date		Amount
ATGC8530 - Acorn Technology Services			
0	04/20/2022		
Inv	95707		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/01/2022	March 2022 Monthly IT Services		23,994.99
Inv 95707 Total			23,994.99
0 Total:			23,994.99
ATGC8530 - Acorn Technology Services Total:			23,994.99
ACTI8030 - Action Sales			
314253	04/20/2022		
Inv	2033773-00		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/29/2022	KITCHEN SUPPLIES		226.66
Inv 2033773-00 Total			226.66
314253 Total:			226.66
ACTI8030 - Action Sales Total:			226.66
AIR6010 - Airgas USA LLC			
0	04/20/2022		
Inv	9987633635		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/31/2022	Annual PO for Oxygen Supplies FY21-22; MARCH 2022		408.90
Inv 9987633635 Total			408.90
0 Total:			408.90
AIR6010 - Airgas USA LLC Total:			408.90
ACMT2920 - All City Management Services, Inc.			
314254	04/20/2022		

Check Number	Check Date	Amount
Inv 76387		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/04/2022	Crossing Guard Services for 3/6/22-3/19/22	9,397.79
Inv 76387 Total		9,397.79
314254 Total:		9,397.79
ACMT2920 - All City Management Services, Inc. Total:		9,397.79
ALLI3041 - Alliant Insurance Services, Inc.		
314255	04/20/2022	
Inv 15638		
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/31/2020	Rental insurance for event postponed from pandemic	96.39
Inv 15638 Total		96.39
314255 Total:		96.39
ALLI3041 - Alliant Insurance Services, Inc. Total:		96.39
ALTAPLDE - Alta Planning + Design, Inc.		
314256	04/20/2022	
Inv 00-2021-185-1		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/17/2021	Development of Slow Streets Program: Through October 30, 2021	895.00
Inv 00-2021-185-1 Total		895.00
Inv 00-2021-185-2		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/15/2021	Development of Slow Streets Program: Through November 27, 2021	33,534.50
Inv 00-2021-185-2 Total		33,534.50
Inv 00-2021-185-3		
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/31/2022	Development of Slow Streets Program: Through December 31, 2021	76,661.25
Inv 00-2021-185-3 Total		76,661.25
314256 Total:		111,090.75
ALTAPLDE - Alta Planning + Design, Inc. Total:		111,090.75
ANT0243 - Antrim's Security Co., Inc.		

Check Number	Check Date		Amount
314257	04/20/2022		
Inv	59256		
<u>Line Item Date</u>	<u>Line Item Description</u>		
12/06/2021	Key Duplication		19.85
Inv 59256 Total			19.85
Inv	59721		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/24/2022	Key Duplication for Library		132.30
Inv 59721 Total			132.30
314257 Total:			152.15
ANT0243 - Antrim's Security Co., Inc. Total:			152.15
ARCD6011 - ARC Document Solutions, LLC			
314258	04/20/2022		
Inv	10678546		
<u>Line Item Date</u>	<u>Line Item Description</u>		
07/07/2020	Printing of Maps for Storm Water		88.38
Inv 10678546 Total			88.38
314258 Total:			88.38
ARCD6011 - ARC Document Solutions, LLC Total:			88.38
ATTM4011 - AT & T Mobility			
314259	04/20/2022		
Inv	287288006612X03		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/02/2022	PWD Cell Phon Billing Cycle Feb-Mar 2022-PW Eng,Oper & Hot S		652.81
03/02/2022	PWD Cell Phon Billing Cycle Feb-Mar 2022-Sewer Division		39.53
03/02/2022	PWD Cellphone Billing Cycle Feb-March 2022 Water Division		194.26
03/02/2022	PWD Cellphone Billing Cycle Feb-March 2022 Water Division		183.42
Inv 287288006612X03 Total			1,070.02
314259 Total:			1,070.02
ATTM4011 - AT & T Mobility Total:			1,070.02
AT&T5006 - AT&T			
314260	04/20/2022		
Inv	130464796		
<u>Line Item Date</u>	<u>Line Item Description</u>		

Check Number	Check Date	Amount
03/17/2022	AN 130464796 Service (03/18/22-04/17/22)	70.26
Inv 130464796 Total		70.26
314260 Total:		70.26
314261	04/20/2022	
Inv	62644164973570	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/13/2022	AN 626 441-6497 357 0 Service (03-13-22-04-12-22)	933.59
Inv 62644164973570 Total		933.59
Inv	62657766572137	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/13/2022	AN 626 577-6657 213 7 Service (03-13-22-04-12-22)	56.94
Inv 62657766572137 Total		56.94
314261 Total:		990.53
314262	04/20/2022	
Inv	000017815913	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/27/2022	AN 9391036943 Service (01/27/22-02/26/22)	1,146.95
Inv 000017815913 Total		1,146.95
Inv	000017941489	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/20/2022	AN 9391062308 Service (02/20/22-03/19/22)	14,432.75
Inv 000017941489 Total		14,432.75
Inv	000017958968	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/27/2022	AN CLAPDSOPAS Service (02/27/22-03/26/22)	322.27
Inv 000017958968 Total		322.27
Inv	000017960621	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/27/2022	AN 9391036943 Service (02/27/22-03/26/22)	1,076.00
Inv 000017960621 Total		1,076.00
314262 Total:		16,977.97
ATCN9011 - AT&T Total:		18,038.76

CIN4011 - AT&T Mobility

314263 04/20/2022

Inv 287014917916X03

<u>Line Item Date</u>	<u>Line Item Description</u>	
03/08/2022	AN 287014917916 Service (02-09-22 / 03-08-22)	1,020.70

Inv 287014917916X03 Total 1,020.70

Inv 287299554301X03

<u>Line Item Date</u>	<u>Line Item Description</u>	
03/19/2022	AN 287299554301 Service (02-20-22 / 03-19-22)	44.58

Inv 287299554301X03 Total 44.58

314263 Total: 1,065.28

CIN4011 - AT&T Mobility Total:

1,065.28

ATSS6010 - Athens Services

314264 04/20/2022

Inv 11831108

<u>Line Item Date</u>	<u>Line Item Description</u>	
02/28/2022	Athens Street Sweeping at Mission Meridian -Feb 2021	840.70

Inv 11831108 Total 840.70

Inv 11831109

<u>Line Item Date</u>	<u>Line Item Description</u>	
02/28/2022	Athens Bus Stop Barrel Pickup-Feb 2022	2,241.89

Inv 11831109 Total 2,241.89

314264 Total: 3,082.59

ATSS6010 - Athens Services Total:

3,082.59

LETAUSTN - Austin, Leticia

314265 04/20/2022

Inv 119938

<u>Line Item Date</u>	<u>Line Item Description</u>	
03/24/2022	Refund due to double booking at Arroyo Park Gazebo B.	125.00

Inv 119938 Total 125.00

314265 Total: 125.00

Check Number	Check Date	Amount
LETAUSTN - Austin, Leticia Total:		125.00
BAK0369 - Baker & Taylor Books		
0	04/20/2022	
Inv	2036480690	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/04/2022	Books for Library	311.76
Inv 2036480690 Total		311.76
Inv	2036485776	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/07/2022	Books for Library	818.21
Inv 2036485776 Total		818.21
Inv	2036489628	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/11/2022	Books for Library	173.89
Inv 2036489628 Total		173.89
Inv	2036538906	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/14/2022	Books for Library	381.75
Inv 2036538906 Total		381.75
Inv	2036542091	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/10/2022	Books for Library	108.88
Inv 2036542091 Total		108.88
Inv	2036559500	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/09/2022	Books for Library	424.72
Inv 2036559500 Total		424.72
Inv	2036572159	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/14/2022	Books for Library	219.05
Inv 2036572159 Total		219.05
Inv	2036588863	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/11/2022	Books for Library	43.52
Inv 2036588863 Total		43.52

Check Number	Check Date	Amount
Inv	2036592850	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/10/2022	Books for Library	29.62
Inv 2036592850 Total		29.62
0 Total:		2,511.40
BAK0369 - Baker & Taylor Books Total:		2,511.40
BAK0366 - Baker & Taylor Entertainment		
0	04/20/2022	
Inv	H60546420	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/08/2022	DVDs/ CDs	16.52
Inv H60546420 Total		16.52
Inv	H60673590	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/17/2022	DVDs/ CDs	116.79
Inv H60673590 Total		116.79
Inv	T24110920	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/01/2022	DVDs/ CDs	28.93
Inv T24110920 Total		28.93
0 Total:		162.24
BAK0366 - Baker & Taylor Entertainment Total:		162.24
SHBE8032 - Bee, Shuny		
314266	04/20/2022	
Inv	8089	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/06/2022	Contract Instructor Payment Taekwondo March 2022	390.00
Inv 8089 Total		390.00
Inv	8092	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/06/2022	Contract Instructor Payment Jeetkunedo March 2022	195.00
Inv 8092 Total		195.00

Check Number	Check Date	Amount
314266 Total:		585.00
SHBE8032 - Bee, Shuny Total:		585.00
DABN8267 - Bohan, Diana 101-8030-8021-8267-000		
0	04/20/2022	
Inv 8130		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/04/2022	Contract Class Instructor March Meditation	260.00
Inv 8130 Total		260.00
Inv 8206		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/04/2022	Contract Class Instructor March Yoga Walk IN	20.00
Inv 8206 Total		20.00
0 Total:		280.00
DABN8267 - Bohan, Diana Total:		280.00
BRMR8267 - BRIT West Soccer		
314267	04/20/2022	
Inv 7992		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/05/2022	Contract Class Instructor Tiny Pros (2-3.5) Sat	965.25
Inv 7992 Total		965.25
Inv 7994		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/05/2022	Contract Class Instructor Tiny Pros (2-3.5) Sun	772.20
Inv 7994 Total		772.20
Inv 7998		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/06/2022	Contract Class Instructor Tiny Pros (3.5-5) Sat	836.55
Inv 7998 Total		836.55
Inv 8000		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/06/2022	Contract Class Instructor Tiny Pros (3.5-5) Sun	707.85
Inv 8000 Total		707.85

Check Number	Check Date	Amount
Inv 8003		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/05/2022	Contract Class Instructor Club Pros (5-7) Sat	1,029.60
Inv 8003 Total		1,029.60
Inv 8004		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/06/2022	Contract Class Instructor Club Pros (5-7) Sun	257.40
Inv 8004 Total		257.40
Inv 8010		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/06/2022	Contract Class Instructor Club Pros (7-12) Sat	386.10
Inv 8010 Total		386.10
Inv 8012		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/06/2022	Contract Class Instructor Club Pros (7-12) Sun	321.75
Inv 8012 Total		321.75
314267 Total:		5,276.70
BRMR8267 - BRIT West Soccer Total:		5,276.70
PMAB8021 - Budka, Pamela Avry		
314268	04/20/2022	
Inv 8067		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/04/2022	Contract Class Instructor March 2022 Meditation	84.00
Inv 8067 Total		84.00
Inv 8177		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/04/2022	Contract Class Instructor March 2022 Meditation Walk IN	4.00
Inv 8177 Total		4.00
314268 Total:		88.00
PMAB8021 - Budka, Pamela Avry Total:		88.00
CAL5236 - CA Linen Services		
314269	04/20/2022	

Check Number	Check Date		Amount
Inv	1966439		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/21/2022	Fire Station Linen Rental and Cleaning Services		119.81
Inv 1966439 Total			119.81
Inv	1968550		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/28/2022	Fire Station Linen Rental and Cleaning Services		104.47
Inv 1968550 Total			104.47
Inv	1971842		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/04/2022	Fire Station Linen Rental and Cleaning Services		130.09
Inv 1971842 Total			130.09
314269 Total:			354.37
CAL5236 - CA Linen Services Total:			354.37
CAL6695 - California American Water			
314270	04/20/2022		
Inv	101521002151102		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/23/2022	Water Connection fee Act # 1015-210021511021		13.30
Inv 101521002151102 Total			13.30
314270 Total:			13.30
CAL6695 - California American Water Total:			13.30
CAN0607 - Cantu Graphics Inc.			
314271	04/20/2022		
Inv	20763		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/22/2022	12 X 18 Canvas Wrap		36.33
Inv 20763 Total			36.33
Inv	20769		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/22/2022	21.5"x15" aluminum sandwich board		35.28
Inv 20769 Total			35.28

Check Number	Check Date		Amount
Inv	20770		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/15/2022	self-inking stamp		65.05
Inv 20770 Total			65.05
Inv	20778		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/23/2022	Business Cards for PW Engineering Division		165.10
Inv 20778 Total			165.10
Inv	20779		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/04/2022	Annual Report copies		237.31
Inv 20779 Total			237.31
314271 Total:			539.07
CAN0607 - Cantu Graphics Inc. Total:			539.07
CHAG8032 - Chang, Emily			
0	04/20/2022		
Inv	8026		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/05/2022	Contract Class Instructor KinderMusik: 03/14-04/04/22 Monday		154.05
Inv 8026 Total			154.05
Inv	8028		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/05/2022	Contract Class Instructor KinderMusik: Online 03/16-04/06/22		63.20
Inv 8028 Total			63.20
0 Total:			217.25
CHAG8032 - Chang, Emily Total:			217.25
CHE6010 - Chem Pro Laboratory, Inc.			
314272	04/20/2022		
Inv	684475		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/23/2022	Cooling Tower Treatment & Service Fee-Feb. 2022		153.00
Inv 684475 Total			153.00

Check Number	Check Date	Amount
314272 Total:		153.00
CHE6010 - Chem Pro Laboratory, Inc. Total:		153.00
ALPD4010 - City of Alhambra Police Department		
314273	04/20/2022	
Inv	SoPas-06/2021	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/31/2022	Inmate housing June 2021	1,892.00
Inv SoPas-06/2021 Total		1,892.00
Inv	SoPas-10/2020	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/31/2022	Inmate housing October 2020	1,376.00
Inv SoPas-10/2020 Total		1,376.00
314273 Total:		3,268.00
ALPD4010 - City of Alhambra Police Department Total:		3,268.00
DEMV6410 - Department of Motor Vehicles		
314274	04/20/2022	
Inv	07263952	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/10/2022	Pull Notice for Transit Drivers Acct # 138794	1.00
Inv 07263952 Total		1.00
314274 Total:		1.00
DEMV6410 - Department of Motor Vehicles Total:		1.00
DIG0800 - Digital Telecommunications Corp		
0	04/20/2022	
Inv	44529	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/22/2022	Work Performed on 03/21/2022: Moved Fax 371	195.00
Inv 44529 Total		195.00
Inv	44647	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/01/2022	Monthly IT Phones Service Charges : May 2021	984.00
Inv 44647 Total		984.00

Check Number	Check Date	Amount
0 Total:		1,179.00
DIG0800 - Digital Telecommunications Corp Total:		1,179.00
DTV5012 - DIRECTV		
314275	04/20/2022	
Inv	068653046220329	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/29/2022	Account # 068653046 (03/28/22-04/27/22)	96.98
Inv 068653046220329 Total		96.98
314275 Total:		96.98
DTV5012 - DIRECTV Total:		96.98
PMLDONG - Dong, Pamela		
314276	04/20/2022	
Inv	8071	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/05/2022	Contract Class Instructor Tai Chi Qi Gong March 2022	72.00
Inv 8071 Total		72.00
Inv	8075	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/05/2022	Contract Class Instructor Tai Chi Martial Arts March 2022	84.00
Inv 8075 Total		84.00
Inv	8211	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/05/2022	Contract Class Instructor TaiChi QiGong March Walk-In March 202	16.00
Inv 8211 Total		16.00
Inv	8293	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/05/2022	Contract Class Instructor TaiChi Martial Arts Walk-In March 2022	4.00
Inv 8293 Total		4.00
314276 Total:		176.00
PMLDONG - Dong, Pamela Total:		176.00

Check Number	Check Date		Amount
DDL8010 - Dr. Detail Ph.D			
0	04/20/2022		
Inv	2503		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/01/2022	Fleet Cleaninig of Dial-a-Ride Vehicles		985.00
Inv 2503 Total			985.00
Inv	2523		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/04/2022	Fleet Cleaning and Sanitizing of Police Vehicles		1,610.00
Inv 2523 Total			1,610.00
0 Total:			2,595.00
DDL8010 - Dr. Detail Ph.D Total:			2,595.00
ESTLAUFR - East L.A. Uniforms			
314277	04/20/2022		
Inv	102052-102054		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/04/2022	Police Uniform and Gear for Lizeth Gonzalez Sotelo		1,111.04
Inv 102052-102054 Total			1,111.04
314277 Total:			1,111.04
ESTLAUFR - East L.A. Uniforms Total:			1,111.04
ECPLSYTM - Economic & Planning Systems, Inc.			
314278	04/20/2022		
Inv	214034-4		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/14/2022	Inclusionary Housing In-Lieu Fee Study and Affordable Housing		5,880.00
Inv 214034-4 Total			5,880.00
314278 Total:			5,880.00
ECPLSYTM - Economic & Planning Systems, Inc. Total:			5,880.00
ENT5426 - Entenmann-Rovin			
314279	04/20/2022		
Inv	0173345		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/04/2022	Flat badge retirement ribbon for Valencia		84.97

Check Number	Check Date	Amount
Inv 0173345 Total		84.97
314279 Total:		84.97
ENT5426 - Entenmann-Rovin Total:		84.97
EEPS7000 - Express Services Inc.		
0	04/20/2022	
Inv 26395690		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/23/2021	Temporary Employees - PW Division - 11/21/2021	3,944.00
Inv 26395690 Total		3,944.00
Inv 26425855		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/01/2022	Temporary Employees - PW Division - 11/28/2021	1,972.00
Inv 26425855 Total		1,972.00
Inv 26633186		
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/12/2022	Temporary Employees - PW Division - 01/09/2022	3,944.00
Inv 26633186 Total		3,944.00
Inv 26653652		
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/19/2022	Temporary Employees - PW Division - 01/06/2022	1,725.50
Inv 26653652 Total		1,725.50
Inv 26684815		
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/26/2022	Temporary Employees - PW Division - 01/23/2022	2,958.00
Inv 26684815 Total		2,958.00
Inv 26708293		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/02/2022	Temporary Employees - PW Division - 01/30/2022	3,944.00
Inv 26708293 Total		3,944.00
Inv 26733355		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/08/2022	Temporary Employees - PW Division - 02/06/2022	3,944.00
Inv 26733355 Total		3,944.00

Check Number	Check Date	Amount
Inv 26768731		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/15/2022	Temporary Employees - PW Division - 02/13/2022	3,944.00
Inv 26768731 Total		3,944.00
Inv 26806746		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/23/2022	Temporary Employees - PW Division - 02/20/2022	3,697.50
Inv 26806746 Total		3,697.50
Inv 26837348		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/02/2022	Temporary Employees - PW Division - 02/27/2022	2,958.00
Inv 26837348 Total		2,958.00
Inv 26868856		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/09/2022	Temporary Employees - PW Division - 03/06/2022	3,944.00
Inv 26868856 Total		3,944.00
Inv 26900008		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/16/2022	Temporary Employees - PW Division - 03/31/2022	3,944.00
Inv 26900008 Total		3,944.00
Inv 26939115		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/23/2022	Temporary Employees - PW Division - 03/20/2022	3,944.00
Inv 26939115 Total		3,944.00
Inv 26976731		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/30/2022	Temporary Employees - PW Division - 03/27/2022	3,944.00
Inv 26976731 Total		3,944.00
Inv 26994718		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/06/2022	Temporary Employees - PW Division - 04/03/2022	3,944.00
Inv 26994718 Total		3,944.00
0 Total:		52,751.00

Check Number	Check Date		Amount
EEPS7000 - Express Services Inc. Total:			52,751.00
FNTERCRS - Fenton Eric Cross			
314280	04/20/2022		
Inv	2022-550		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/03/2022	1503-1507 El Centro Summary Appraisal Report		4,250.00
Inv 2022-550 Total			4,250.00
314280 Total:			4,250.00
FNTERCRS - Fenton Eric Cross Total:			4,250.00
GAL7788 - Gale, Donna			
314281	04/20/2022		
Inv	7967		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/06/2022	Contract Class Instructor Online Master Chef Cooking		76.00
Inv 7967 Total			76.00
Inv	7969		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/06/2022	Contract Class Instructor Online Youth Ballet & Tap		456.00
Inv 7969 Total			456.00
314281 Total:			532.00
GAL7788 - Gale, Donna Total:			532.00
HATC8025 - Halls Auto Tech Center			
314282	04/20/2022		
Inv	13538		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/04/2022	Maintenance for Vehicle 77		189.78
Inv 13538 Total			189.78
314282 Total:			189.78
HATC8025 - Halls Auto Tech Center Total:			189.78
HGS16010 - Harry's Glass Shop Inc.			
314283	04/20/2022		

Check Number	Check Date		Amount
Inv	22-40658		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/10/2022	Glass Window Supplies-Youth House Glass replacement		398.94
Inv 22-40658 Total			398.94
314283 Total:			398.94
HGSI6010 - Harry's Glass Shop Inc. Total:			398.94
CRHY8067 - Hartney, Corey			
0	04/20/2022		
Inv	8036		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/06/2022	Contract Class Instructor Intermediate		650.00
Inv 8036 Total			650.00
Inv	8038		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/06/2022	Contract Class Instructor Beginner		1,040.00
Inv 8038 Total			1,040.00
0 Total:			1,690.00
CRHY8067 - Hartney, Corey Total:			1,690.00
HDLC3010 - Hinderliter deLlamas & Associates			
314284	04/20/2022		
Inv	SIN015675		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/18/2022	Transaction Tax (Jan-Mar 2022)		300.00
Inv SIN015675 Total			300.00
314284 Total:			300.00
HDLC3010 - Hinderliter deLlamas & Associates Total:			300.00
HIST7000 - Historic Resources Group			
314285	04/20/2022		
Inv	15185		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/13/2022	1123 Donaldo Ct. HP Consulting		5,850.00
04/13/2022	1123 Donaldo Ct. HP Consulting		-5,850.00
12/31/2021	1123 Donaldo Ct. HP Consulting		5,850.00

Check Number	Check Date	Amount
Inv 15185 Total		5,850.00
		<hr/>
314285 Total:		5,850.00
		<hr/>
HIST7000 - Historic Resources Group Total:		5,850.00
HLGO8264 - HOLIDAYGOO INC.		
314286	04/20/2022	
Inv 19307		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/15/2022	Toy Filled Eggs and Unfilled Eggs for Eggstraveganza Event	743.29
Inv 19307 Total		743.29
		<hr/>
314286 Total:		743.29
		<hr/>
HLGO8264 - HOLIDAYGOO INC. Total:		743.29
HOMCOMMU - Hom, Reagan		
314287	04/20/2022	
Inv 03172022		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/17/2022	Repair Secure Idle button switch unit #1703	250.00
Inv 03172022 Total		250.00
		<hr/>
314287 Total:		250.00
		<hr/>
HOMCOMMU - Hom, Reagan Total:		250.00
DENNHUDG - Hudgins, Deanna		
314288	04/20/2022	
Inv 120199		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/05/2022	Partial refund due to cancellation of Gazebo reservation.	84.00
Inv 120199 Total		84.00
		<hr/>
314288 Total:		84.00
		<hr/>
DENNHUDG - Hudgins, Deanna Total:		84.00
INT6115 - Interstate Battery Systems of Eastern Los Angeles		
314289	04/20/2022	
Inv 78451		
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date		Amount
02/15/2022		Replace 4 year old battery Unit # 19-Water Distribution	148.68
Inv 78451 Total			148.68
Inv 78606			
<u>Line Item Date</u>		<u>Line Item Description</u>	
03/14/2022		Replace 3 1/2 year old battery Unit # 3-Water Production	120.01
Inv 78606 Total			120.01
314289 Total:			268.69
INT6115 - Interstate Battery Systems of Eastern Los Angeles Total:			268.69
JSAR4011 - Jack's Auto Repair			
314290	04/20/2022		
Inv 17160			
<u>Line Item Date</u>		<u>Line Item Description</u>	
04/04/2022		Replacement of window regulator unit # 0521	362.61
Inv 17160 Total			362.61
Inv 17224			
<u>Line Item Date</u>		<u>Line Item Description</u>	
04/04/2022		Maintenance for vehicles 75,77 &80	66.00
Inv 17224 Total			66.00
Inv 17233			
<u>Line Item Date</u>		<u>Line Item Description</u>	
04/04/2022		Replacement of radiator unit #1201	770.74
Inv 17233 Total			770.74
Inv 17240			
<u>Line Item Date</u>		<u>Line Item Description</u>	
04/04/2022		Maintenance for vehicles 75,77 &80	66.00
Inv 17240 Total			66.00
Inv 17245			
<u>Line Item Date</u>		<u>Line Item Description</u>	
04/04/2022		Replace battery unit # 1501	254.67
Inv 17245 Total			254.67
Inv 17249			
<u>Line Item Date</u>		<u>Line Item Description</u>	
04/04/2022		Maintenance for vehicles 75,77 &80	567.95

Check Number	Check Date	Amount
Inv 17249 Total		567.95
Inv 17253		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/04/2022	Maintenance for vehicles 75,77 &80	66.00
Inv 17253 Total		66.00
Inv 17261		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/04/2022	Replace brake pads and rotors #1501	1,020.55
Inv 17261 Total		1,020.55
314290 Total:		3,174.52
JSAR4011 - Jack's Auto Repair Total:		3,174.52
JCRS5011 - Jones Coffee Roasters		
314291	04/20/2022	
Inv 51349		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/17/2022	Fire Dept. Coffee Supplies	162.68
Inv 51349 Total		162.68
314291 Total:		162.68
JCRS5011 - Jones Coffee Roasters Total:		162.68
JSSEKLEY - Kley, Jessie		
314292	04/20/2022	
Inv 119854		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/22/2022	Refunable deposit for War Memorial Building for March 12,2022.	522.00
Inv 119854 Total		522.00
314292 Total:		522.00
JSSEKLEY - Kley, Jessie Total:		522.00
LIFE822 - Life-Assist Inc.		
314293	04/20/2022	
Inv 1191056		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/25/2022	Medical Supplies Fire Dept.	1,442.65

Check Number	Check Date		Amount
		Inv 1191056 Total	1,442.65
		314293 Total:	1,442.65
		LIFE822 - Life-Assist Inc. Total:	1,442.65
		MGMTPRTN - Management Partners Inc.	
314294	04/20/2022	Inv INV10350	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		03/31/2022	Finance Department Policy and Procedures Manual 13,759.20
		03/31/2022	Finance Department Policy and Procedures Manual 4,365.90
		03/31/2022	Finance Department Policy and Procedures Manual 774.90
		Inv INV10350 Total	18,900.00
		314294 Total:	18,900.00
		MGMTPRTN - Management Partners Inc. Total:	18,900.00
		MERN1011 - Manny's Rentals & Catering	
314295	04/20/2022	Inv 000445	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		03/29/2022	Rental of tables & linens for 4/7/22 Volunteer event 293.57
		Inv 000445 Total	293.57
		314295 Total:	293.57
		MERN1011 - Manny's Rentals & Catering Total:	293.57
		MER2145 - Merit Oil Company	
314296	04/20/2022	Inv 702358	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		03/24/2022	Fuel for City Departments: 1,286 Gallons of Unleaded Fuel 7,105.13
		Inv 702358 Total	7,105.13
		Inv 702360	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		03/30/2022	Fuel for Public Works Yard Fueling Station-Delivered 3/30/2022 8,287.48
		Inv 702360 Total	8,287.48

Check Number	Check Date	Amount
314296 Total:		15,392.61
<hr/>		
MER2145 - Merit Oil Company Total:		15,392.61
<hr/>		
MWSI2029 - Multi W. Systems Inc.		
314297	04/20/2022	
Inv 32130885		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/19/2021	Preventative Maint. Of Sewer Lift Station at 1055 Lohman Lane	350.00
Inv 32130885 Total		350.00
<hr/>		
314297 Total:		350.00
<hr/>		
MWSI2029 - Multi W. Systems Inc. Total:		350.00
<hr/>		
NCRS6711 - National Construction Rentals		
314298	04/20/2022	
Inv 6481449		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/05/2022	Emergency Chain Link Fence Installation at Arroyo Seco	1,599.18
Inv 6481449 Total		1,599.18
<hr/>		
314298 Total:		1,599.18
<hr/>		
NCRS6711 - National Construction Rentals Total:		1,599.18
<hr/>		
NRMC6118 - National Ready Mix Concrete Sales, LLC		
314299	04/20/2022	
Inv 811105		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/16/2022	Slurry to backfull main breakrepari-Warwick Pl.	462.51
Inv 811105 Total		462.51
<hr/>		
314299 Total:		462.51
<hr/>		
NRMC6118 - National Ready Mix Concrete Sales, LLC Total:		462.51
<hr/>		
VIOLETNA - Nava, Violeta		
314300	04/20/2022	
Inv 050		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/31/2022	Closed Water Account Refund	200.00
03/31/2022	Closed Water Account Refund	273.37

Check Number	Check Date		Amount
03/31/2022		Closed Water Account Refund	714.14
03/31/2022		Closed Water Account Refund	4.04
03/31/2022		Closed Water Account Refund	46.78
03/31/2022		Closed Water Account Refund	12.25
Inv 050 Total			1,250.58
314300 Total:			1,250.58
VIOLETNA - Nava, Violeta Total:			1,250.58
OLNP8010 - Outlook Newspapers Group			
314301	04/20/2022		
Inv	72972		
<u>Line Item Date</u>		<u>Line Item Description</u>	
07/31/2021		SP Review-public notices for Leaf Blowers - 07/02/2021	660.00
Inv 72972 Total			660.00
Inv	73237		
<u>Line Item Date</u>		<u>Line Item Description</u>	
08/31/2021		SP Review-public notices for Leaf Blowers - 08/20/2021	912.00
Inv 73237 Total			912.00
Inv	73480		
<u>Line Item Date</u>		<u>Line Item Description</u>	
10/21/2021		SP Review-public notices for ordinance 2357 - 09/17/2021	2,688.00
Inv 73480 Total			2,688.00
Inv	73743		
<u>Line Item Date</u>		<u>Line Item Description</u>	
10/31/2021		SP Review-public notices for water mgmt. plan 10/08/2021	696.00
Inv 73743 Total			696.00
Inv	73744		
<u>Line Item Date</u>		<u>Line Item Description</u>	
10/31/2021		SP Review-public notices for organic waste disposal 10/29/2021	720.00
Inv 73744 Total			720.00
Inv	74259		
<u>Line Item Date</u>		<u>Line Item Description</u>	
12/31/2021		SP Review-public notices for organic waste disposal 12/10/2021	756.00
Inv 74259 Total			756.00
314301 Total:			6,432.00

Check Number	Check Date		Amount
OLNP8010 - Outlook Newspapers Group Total:			6,432.00
PMHE6116 - Pape Material Handling Exchange			
314302	04/20/2022		
Inv	63030793		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/17/2022	Quarterly Maintenance for John Deere Unit		614.87
Inv 63030793 Total			614.87
314302 Total:			614.87
PMHE6116 - Pape Material Handling Exchange Total:			614.87
PWP4465 - Pasadena Water & Power			
314303	04/20/2022		
Inv	80176-1 - 03/22		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/21/2022	City of Pasadena water purchase Acct# 80176-1--Jan 2022		2,709.13
Inv 80176-1 - 03/22 Total			2,709.13
314303 Total:			2,709.13
PWP4465 - Pasadena Water & Power Total:			2,709.13
PDI417 - Plumbers Depot Inc.			
314304	04/20/2022		
Inv	PD-50590		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/17/2022	Sewer Division-Lateral Video Camera for 4-6 Inch Sewer Lines		13,282.35
Inv PD-50590 Total			13,282.35
314304 Total:			13,282.35
PDI417 - Plumbers Depot Inc. Total:			13,282.35
POSU8132 - Prudential Overall Supply			
0	04/20/2022		
Inv	52554770		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/08/2022	Scrapper Mat Cleaning Services Facilities Maint. Yard 2/8/2022		3.87
02/08/2022	Scrapper Mat Cleaning Services Street Lighting Yard 2/8/2022		3.87
02/08/2022	Scrapper Mat Cleaning Services Street Division Yard 2/8/2022		3.87
02/08/2022	Scrapper Mat Cleaning Services Street Trees Yard 2/8/2022		3.87

Check Number	Check Date	Amount	
	02/08/2022	Scraprer Mat Cleaning Services Sewer Division Yard 2/8/2022	3.87
	Inv 52554770	Total	19.35
	Inv 52554771		
	<u>Line Item Date</u>	<u>Line Item Description</u>	
	02/08/2022	Uniform Cleaning Services Sewer Division Yard 2/8/2022	9.30
	02/08/2022	Uniform Cleaning Services Facility Division Yard 2/8/2022	14.03
	02/08/2022	Uniform Cleaning Services Street Maintenance Yard 2/8/2022	23.48
	02/08/2022	Uniform Cleaning Services Street Tree Maint. Yard 2/8/2022	9.30
	02/08/2022	Uniform Cleaning Services Street Lighting Yard 2/8/2022	11.10
	Inv 52554771	Total	67.21
	Inv 52554772		
	<u>Line Item Date</u>	<u>Line Item Description</u>	
	02/08/2022	Uniform Cleaning Services Water Distribution 2/8/2022	34.69
	02/08/2022	Uniform Cleaning Services Water Production 2/8/2022	26.55
	Inv 52554772	Total	61.24
	Inv 52554773		
	<u>Line Item Date</u>	<u>Line Item Description</u>	
	02/08/2022	Scraprer Mat Cleaning Services Water Production 2/8/2022	6.24
	02/08/2022	Scraprer Mat Cleaning Services Water Distribution 2/8/2022	6.23
	Inv 52554773	Total	12.47
	Inv 52556788		
	<u>Line Item Date</u>	<u>Line Item Description</u>	
	02/15/2022	Scraprer Mat Cleaning Services Street Trees Yard 2/15/2022	3.87
	02/15/2022	Scraprer Mat Cleaning Services Street Division Yard 2/15/2022	3.87
	02/15/2022	Scraprer Mat Cleaning Services Facilities Maint. Yard 2/15/2022	3.87
	02/15/2022	Scraprer Mat Cleaning Services Street Lighting Yard 2/15/2022	3.87
	02/15/2022	Scraprer Mat Cleaning Services Sewer Division Yard 2/15/2022	3.87
	Inv 52556788	Total	19.35
	Inv 52556789		
	<u>Line Item Date</u>	<u>Line Item Description</u>	
	02/15/2022	Uniform Cleaning Services Street Tree Maint. Yard 2/15/2022	9.30
	02/15/2022	Uniform Cleaning Services Street Lighting Yard 2/15/2022	11.10
	02/15/2022	Uniform Cleaning Services Street Maintenance Yard 2/15/2022	23.48
	02/15/2022	Uniform Cleaning Services Facility Division Yard 2/15/2022	14.03
	02/15/2022	Uniform Cleaning Services Sewer Division Yard 2/15/2022	9.30
	Inv 52556789	Total	67.21
	Inv 52556790		
	<u>Line Item Date</u>	<u>Line Item Description</u>	
	02/15/2022	Uniform Cleaning Services Water Distribution 2/15/2022	34.69
	02/15/2022	Uniform Cleaning Services Water Production 2/15/2022	26.55

Check Number	Check Date	Amount
Inv 52556790	Total	61.24
Inv 52556791		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/15/2022	Scrapers Mat Cleaning Services Water Production 2/15/2022	6.24
02/15/2022	Scrapers Mat Cleaning Services Water Distribution 2/15/2022	6.23
Inv 52556791	Total	12.47
Inv 52558788		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/22/2022	Scrapers Mat Cleaning Services Street Lighting Yard 2/22/2022	3.87
02/22/2022	Scrapers Mat Cleaning Services Street Trees Yard 2/22/2022	3.87
02/22/2022	Scrapers Mat Cleaning Services Street Division Yard 2/22/2022	3.87
02/22/2022	Scrapers Mat Cleaning Services Facilities Maint. Yard 2/22/2022	3.87
02/22/2022	Scrapers Mat Cleaning Services Sewer Division Yard 2/22/2022	3.87
Inv 52558788	Total	19.35
Inv 52558789		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/22/2022	Uniform Cleaning Services Street Maintenance Yard 2/22/2022	23.48
02/22/2022	Uniform Cleaning Services Facility Division Yard 2/22/2022	14.03
02/22/2022	Uniform Cleaning Services Sewer Division Yard 2/22/2022	9.30
02/22/2022	Uniform Cleaning Services Street Tree Maint. Yard 2/22/2022	9.30
02/22/2022	Uniform Cleaning Services Street Lighting Yard 2/22/2022	11.10
Inv 52558789	Total	67.21
Inv 52558790		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/22/2022	Uniform Cleaning Services Water Production 2/22/2022	26.55
02/22/2022	Uniform Cleaning Services Water Distribution 2/22/2022	34.69
Inv 52558790	Total	61.24
Inv 52558791		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/22/2022	Scrapers Mat Cleaning Services Water Distribution 2/22/2022	6.23
02/22/2022	Scrapers Mat Cleaning Services Water Production 2/22/2022	6.24
Inv 52558791	Total	12.47
Inv 52560811		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/01/2022	Scrapers Mat Cleaning Services Street Trees Yard 3/1/2022	3.87
03/01/2022	Scrapers Mat Cleaning Services Street Lighting Yard 3/1/2022	3.87
03/01/2022	Scrapers Mat Cleaning Services Sewer Division Yard 3/1/2022	3.87
03/01/2022	Scrapers Mat Cleaning Services Facilities Maint. Yard 3/1/2022	3.87
03/01/2022	Scrapers Mat Cleaning Services Street Division Yard 3/1/2022	3.87
Inv 52560811	Total	19.35

Inv 52560812

<u>Line Item Date</u>	<u>Line Item Description</u>	
03/01/2022	Uniform Cleaning Services Street Lighting Yard 3/1/2022	11.10
03/01/2022	Uniform Cleaning Services Facility Division Yard 3/1/2022	14.03
03/01/2022	Uniform Cleaning Services Street Maintenance Yard 3/1/2022	23.48
03/01/2022	Uniform Cleaning Services Sewer Division Yard 3/1/2022	9.30
03/01/2022	Uniform Cleaning Services Street Tree Maint. Yard 3/1/2022	9.30

Inv 52560812 Total 67.21

Inv 52560813

<u>Line Item Date</u>	<u>Line Item Description</u>	
03/01/2022	Uniform Cleaning Services Water Distribution 3/1/2022	34.69
03/01/2022	Uniform Cleaning Services Water Production 3/1/2022	26.55

Inv 52560813 Total 61.24

Inv 52560814

<u>Line Item Date</u>	<u>Line Item Description</u>	
03/01/2022	Scrapers Mat Cleaning Services Water Distribution 3/1/2022	6.23
03/01/2022	Scrapers Mat Cleaning Services Water Production 3/1/2022	6.24

Inv 52560814 Total 12.47

Inv 52562853

<u>Line Item Date</u>	<u>Line Item Description</u>	
03/08/2022	Scrapers Mat Cleaning Services Street Lighting Yard 3/8/2022	3.87
03/08/2022	Scrapers Mat Cleaning Services Facilities Maint. Yard 3/8/2022	3.87
03/08/2022	Scrapers Mat Cleaning Services Street Division Yard 3/8/2022	3.87
03/08/2022	Scrapers Mat Cleaning Services Sewer Division Yard 3/8/2022	3.87
03/08/2022	Scrapers Mat Cleaning Services Street Trees Yard 3/8/2022	3.87

Inv 52562853 Total 19.35

Inv 52562854

<u>Line Item Date</u>	<u>Line Item Description</u>	
03/08/2022	Uniform Cleaning Services Street Maintenance Yard 3/8/2022	23.48
03/08/2022	Uniform Cleaning Services Sewer Division Yard 3/8/2022	9.30
03/08/2022	Uniform Cleaning Services Street Lighting Yard 3/8/2022	11.10
03/08/2022	Uniform Cleaning Services Street Tree Maint. Yard 3/8/2022	9.30
03/08/2022	Uniform Cleaning Services Facility Division Yard 3/8/2022	14.03

Inv 52562854 Total 67.21

Inv 52562855

<u>Line Item Date</u>	<u>Line Item Description</u>	
03/08/2022	Uniform Cleaning Services Water Distribution 3/8/2022	34.69
03/08/2022	Uniform Cleaning Services Water Production 3/8/2022	26.55

Inv 52562855 Total 61.24

Inv 52562856

<u>Line Item Date</u>	<u>Line Item Description</u>
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Check Number	Check Date	Amount
03/08/2022	Scrapper Mat Cleaning Services Water Distribution 3/8/2022	6.23
03/08/2022	Scrapper Mat Cleaning Services Water Production 3/8/2022	6.24
Inv 52562856 Total		12.47
Inv 52564870		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/15/2022	Scrapper Mat Cleaning Services Sewer Division 3/15/2022	3.87
03/15/2022	Scrapper Mat Cleaning Services Street Trees 3/15/2022	3.87
03/15/2022	Scrapper Mat Cleaning Services Street Division Yard 3/15/2022	3.87
03/15/2022	Scrapper Mat Cleaning Services Facilities Maint. Yard 3/15/2022	3.87
03/15/2022	Scrapper Mat Cleaning Services Street Lighting Yard 3/15/2022	3.87
Inv 52564870 Total		19.35
Inv 52564871		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/15/2022	Uniform Cleaning Services Street Lighting Yard 3/15/2022	11.10
03/15/2022	Uniform Cleaning Services Facility Division Yard 3/15/2022	14.03
03/15/2022	Uniform Cleaning Services Sewer Division Yard 3/15/2022	9.30
03/15/2022	Uniform Cleaning Services Street Maintenance Yard 3/15/2022	23.48
03/15/2022	Uniform Cleaning Services Street Tree Maint. Yard 3/15/2022	9.30
Inv 52564871 Total		67.21
Inv 52564872		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/15/2022	Uniform Cleaning Services Water Production 3/15/2022	26.55
03/15/2022	Uniform Cleaning Services Water Distribution 3/15/2022	34.69
Inv 52564872 Total		61.24
Inv 52564873		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/15/2022	Scrapper Mat Cleaning Services Water Production 3/15/2022	6.24
03/15/2022	Scrapper Mat Cleaning Services Water Distribution 3/15/2022	6.23
Inv 52564873 Total		12.47
Inv 52566861		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/22/2022	Scrapper Mat Cleaning Services Street Lighting Yard 3/22/2022	3.87
03/22/2022	Scrapper Mat Cleaning Services Facilities Maint. Yard 3/22/2022	3.87
03/22/2022	Scrapper Mat Cleaning Services Street Division Yard 3/22/2022	3.87
03/22/2022	Scrapper Mat Cleaning Services Street Trees 3/22/2022	3.87
03/22/2022	Scrapper Mat Cleaning Services Sewer Division 3/22/2022	3.87
Inv 52566861 Total		19.35
Inv 52566862		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/22/2022	Uniform Cleaning Services Sewer Division Yard 3/22/2022	9.30
03/22/2022	Uniform Cleaning Services Facility Division Yard 3/22/2022	14.03

Check Number	Check Date		Amount
03/22/2022	Uniform Cleaning Services Street Maintenance Yard 3/22/2022		23.48
03/22/2022	Uniform Cleaning Services Street Tree Maint. Yard 3/22/2022		9.30
03/22/2022	Uniform Cleaning Services Street Lighting Yard 3/22/2022		11.10
Inv 52566862 Total			67.21
Inv 52566863			
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/22/2022	Uniform Cleaning Services Water Production 3/22/2022		26.55
03/22/2022	Uniform Cleaning Services Water Distribution 3/22/2022		34.69
Inv 52566863 Total			61.24
Inv 52566864			
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/22/2022	Scrapper Mat Cleaning Services Water Production		6.24
03/22/2022	Scrapper Mat Cleaning Services Water Distribution 3/22/2022		6.23
Inv 52566864 Total			12.47
0 Total:			1,121.89
POSU8132 - Prudential Overall Supply Total:			1,121.89
RED8995 - Red Wing Business Advantage Account			
0	04/20/2022		
Inv 989-1-60349			
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/18/2022	Public Works Footware Voucher Program-Water Div. Edgar V.		250.00
Inv 989-1-60349 Total			250.00
0 Total:			250.00
RED8995 - Red Wing Business Advantage Account Total:			250.00
RTPC5500 - Regional TAP Service Center			
314305	04/20/2022		
Inv 6015822			
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/04/2022	Metro 30 Day Senior Bus Pass subsidy payment (Feb)		300.00
Inv 6015822 Total			300.00
314305 Total:			300.00
RTPC5500 - Regional TAP Service Center Total:			300.00

Check Number	Check Date		Amount
ROBRECSF - Robertson Industries, Inc.			
314306	04/20/2022		
Inv	PJI-012042		
<u>Line Item Date</u>	<u>Line Item Description</u>		
07/13/2021	Supply and Install Engineering Wood Fibers at Arroyo Park Playgr		3,880.00
Inv PJI-012042 Total			3,880.00
314306 Total:			3,880.00
ROBRECSF - Robertson Industries, Inc. Total:			3,880.00
RMSF8025 - Routematch Software LLC			
0	04/20/2022		
Inv	7142		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/04/2022	Technical Support of Dial-a-Ride Data Management System		2,800.00
Inv 7142 Total			2,800.00
0 Total:			2,800.00
RMSF8025 - Routematch Software LLC Total:			2,800.00
SSW8031 - S & S Worldwide, Inc.			
314307	04/20/2022		
Inv	SO101614907		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/04/2022	Camp Med games and supplies.		475.25
Inv SO101614907 Total			475.25
314307 Total:			475.25
SSW8031 - S & S Worldwide, Inc. Total:			475.25
ARSL5270 - Salas, Armando			
314308	04/20/2022		
Inv	Acct # XX358		
<u>Line Item Date</u>	<u>Line Item Description</u>		
12/20/2021	Water Rebate No.DI1221-01,NT1221-01, DT1221-01		900.00
Inv Acct # XX358 Total			900.00
314308 Total:			900.00

Check Number	Check Date		Amount
ARSL5270 - Salas, Armando Total:			900.00
SGVMC111 - San Gabriel Valley Medical Center			
314309	04/20/2022		
Inv	885089		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/04/2022	Blood Draw		48.00
Inv 885089 Total			48.00
Inv	885132		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/04/2022	Blood Draw		48.00
Inv 885132 Total			48.00
Inv	885201		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/04/2022	Blood Draw		48.00
Inv 885201 Total			48.00
314309 Total:			144.00
SGVMC111 - San Gabriel Valley Medical Center Total:			144.00
SAN4958 - San Marino Security System			
314310	04/20/2022		
Inv	31960		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/01/2022	Monitoring Services for Water Div. Facilities 4/1/22-6/30/22		702.00
Inv 31960 Total			702.00
314310 Total:			702.00
SAN4958 - San Marino Security System Total:			702.00
SATPSTRE - SatellitePhoneStore.com			
314311	04/20/2022		
Inv	24155-2285		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/27/2022	Satellite Phone Card for EOC: Annual Refill (3)		3,044.64
Inv 24155-2285 Total			3,044.64
314311 Total:			3,044.64

SATPSTRE - SatellitePhoneStore.com Total:	3,044.64
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SCAT6710 - Scott's Automotive

314312 04/20/2022

Inv 16882

<u>Line Item Date</u>	<u>Line Item Description</u>	
03/21/2022	Repair to PW Engineerint Truck: Thermostat Housing	303.15

Inv 16882 Total	303.15
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Inv 16886

<u>Line Item Date</u>	<u>Line Item Description</u>	
03/22/2022	Oil change for unit #1405	86.63

Inv 16886 Total	86.63
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Inv 16890

<u>Line Item Date</u>	<u>Line Item Description</u>	
03/24/2022	Replace wire connector for blower unit #1405	137.55

Inv 16890 Total	137.55
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Inv 16898

<u>Line Item Date</u>	<u>Line Item Description</u>	
03/28/2022	Replace resistor connector unit #1405	171.66

Inv 16898 Total	171.66
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314312 Total:	698.99
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SCAT6710 - Scott's Automotive Total:	698.99
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TMTSEARG - Searight, Timothy

314313 04/20/2022

Inv 120142

<u>Line Item Date</u>	<u>Line Item Description</u>	
04/05/2022	Class cancelled due to low enrollement per instructor's request.	180.00

Inv 120142 Total	180.00
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314313 Total:	180.00
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TMTSEARG - Searight, Timothy Total:	180.00
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ANTFRGLL - Self, Anthony W.

314314 04/20/2022

Check Number	Check Date		Amount
Inv	11670		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/06/2022	Mission Statement Frame		375.84
Inv 11670 Total			375.84
314314 Total:			375.84
ANTFRGLL - Self, Anthony W. Total:			375.84
SHO7777 - Showcases			
0	04/20/2022		
Inv	322722		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/15/2022	DVD cases		106.65
Inv 322722 Total			106.65
Inv	322977		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/16/2022	Poly CD cases, binder albums, CD pages		424.73
Inv 322977 Total			424.73
Inv	323037		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/22/2022	DVD cases		243.54
Inv 323037 Total			243.54
0 Total:			774.92
SHO7777 - Showcases Total:			774.92
WLST8267 - Shuttic, William 101-8030-8021-8267-000			
0	04/20/2022		
Inv	7950		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/04/2022	Contract Class Instructor Functional Fitness March		576.00
Inv 7950 Total			576.00
Inv	7951		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/04/2022	Contract Class Instructor Functional Fitness March Mon Only		32.00
Inv 7951 Total			32.00

Check Number	Check Date		Amount
Inv	7952		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/04/2022	Contract Class Instructor Functional Fitness March Fri Only		60.00
Inv 7952 Total			60.00
Inv	8156		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/04/2022	Contract Class Instructor Functional Fitness March Walk In		204.00
Inv 8156 Total			204.00
0 Total:			872.00
WLST8267 - Shuttic, William Total:			872.00
SCOT8300 - So Cal Office Technologies			
314315	04/20/2022		
Inv	IN2522112		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/31/2022	Printer waste container freight		33.08
Inv IN2522112 Total			33.08
Inv	IN2530551		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/14/2022	Waste Bottle		33.08
Inv IN2530551 Total			33.08
314315 Total:			66.16
SCOT8300 - So Cal Office Technologies Total:			66.16
SCMM6116 - SoCal Mobile Maintenance			
314316	04/20/2022		
Inv	20201		
<u>Line Item Date</u>	<u>Line Item Description</u>		
01/28/2022	CNG tank certification		250.00
Inv 20201 Total			250.00
314316 Total:			250.00
SCMM6116 - SoCal Mobile Maintenance Total:			250.00
CHA3010 - SPCC Corporation			

Check Number	Check Date	Amount
0	04/20/2022	
Inv 8045		
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/13/2022	SP Chamber of Commerce BIT FY21-22 Payment 4/4	21,100.00
Inv 8045 Total		21,100.00
0 Total:		21,100.00
CHA3010 - SPCC Corporation Total:		21,100.00
STA5219 - Staples Business Advantage		
0	04/20/2022	
Inv 3489971272		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/14/2021	Engineering Division Supplies	61.98
Inv 3489971272 Total		61.98
Inv 3490942052		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/27/2021	Engineering Division Supplies	63.69
Inv 3490942052 Total		63.69
Inv 3491033425		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/28/2021	Engineering Division Supplies	17.57
Inv 3491033425 Total		17.57
Inv 3494788698		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/09/2021	Engineering Division Supplies	63.93
Inv 3494788698 Total		63.93
Inv 3503196050		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/23/2022	bookcase	126.78
Inv 3503196050 Total		126.78
Inv 3503263365		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/24/2022	Finance Department Supplies	107.19
Inv 3503263365 Total		107.19

Check Number	Check Date	Amount
Inv	3503554183	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/26/2022	canned air, yellow sharpies, seat cushion	59.06
Inv 3503554183 Total		59.06
Inv	3503554184	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/26/2022	stamp daters	13.84
Inv 3503554184 Total		13.84
Inv	3503554185	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/26/2022	Public Works Dep.-Sewer Admin Supplies	109.15
Inv 3503554185 Total		109.15
Inv	3503705304	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/04/2022	PD Office Supplies	448.48
Inv 3503705304 Total		448.48
Inv	3503705305	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/04/2022	PD Office Supplies	16.78
Inv 3503705305 Total		16.78
Inv	3504166337	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/04/2022	PD Office Supplies	681.72
Inv 3504166337 Total		681.72
Inv	8065594226	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/17/2022	PAPER, TONER, CARTRIDGE, ENVELOPES	251.50
Inv 8065594226 Total		251.50
0 Total:		2,021.67
STA5219 - Staples Business Advantage Total:		2,021.67
SWOR8032 - Swords Fencing Studio		
314317	04/20/2022	
Inv	7963	
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date	Amount
04/06/2022	Contract Class Instructor Fencing Beginners: 03/01-04/19/22	576.00
Inv 7963 Total		576.00
314317 Total:		576.00
SWOR8032 - Swords Fencing Studio Total:		576.00
TAHZ8267 - Tahmizian, Jivan		
314318	04/20/2022	
Inv 7971		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/06/2022	Contract Class Instructor Individual Piano	583.05
Inv 7971 Total		583.05
314318 Total:		583.05
TAHZ8267 - Tahmizian, Jivan Total:		583.05
LEBE8032 - The Skateside, LLC		
314319	04/20/2022	
Inv 8043		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/06/2022	Contract Class Instructor Beginner	522.90
Inv 8043 Total		522.90
Inv 8046		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/06/2022	Contract Class Instructor Intermediate	522.90
Inv 8046 Total		522.90
Inv 8052		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/06/2022	Contract Class Instructor Spring Camp	2,298.10
Inv 8052 Total		2,298.10
Inv 8053		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/06/2022	Contract Class Instructor After School	1,396.50
Inv 8053 Total		1,396.50
314319 Total:		4,740.40

Check Number	Check Date	Amount
LEBE8032 - The Skateside, LLC Total:		4,740.40
URBP8035 - The Urban Pet		
314320	04/20/2022	
Inv	220000759957	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/04/2022	Dog food for K9 Lisu 3/3/22	159.98
Inv 220000759957 Total		159.98
314320 Total:		159.98
URBP8035 - The Urban Pet Total:		159.98
TIM4011 - Time Warner Cable		
314321	04/20/2022	
Inv	0029763032722	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/27/2022	AN 8448 20 899 0029763 Service (03-16-22/04-15-22)	295.60
Inv 0029763032722 Total		295.60
Inv	0052005032622	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/26/2022	AN 8448 20 899 0052005 Service (03-11-22/04-10-22)	3,477.78
Inv 0052005032622 Total		3,477.78
Inv	0251967032222	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/22/2022	AN 8448 30 008 0251967 Service (03-22-22/04-21-22)	233.35
Inv 0251967032222 Total		233.35
314321 Total:		4,006.73
TIM4011 - Time Warner Cable Total:		4,006.73
TIMMDAGR - Times Media Group-CA		
314322	04/20/2022	
Inv	00009145	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/30/2021	Leaf Blower Ordinance publication 9/16/21-Pas. Weekly	381.04
Inv 00009145 Total		381.04
314322 Total:		381.04

Check Number	Check Date		Amount
TIMMDAGR - Times Media Group-CA Total:			381.04
TRE9241 - Trench Shoring			
314323	04/20/2022		
Inv	RI20174210		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/24/2022	Emergency K Rail at Arroyo Seco & Boom Truck		870.00
Inv RI20174210 Total			870.00
314323 Total:			870.00
TRE9241 - Trench Shoring Total:			870.00
TSA8011 - Tsai Fong Books Inc			
314324	04/20/2022		
Inv	12146		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/30/2022	Books/DVDs/CDs		428.04
Inv 12146 Total			428.04
314324 Total:			428.04
TSA8011 - Tsai Fong Books Inc Total:			428.04
UCL6115 - UC Regents			
314325	04/20/2022		
Inv	3013-122		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/01/2022	Continuing Education and Certification for Fire Dept.; APRIL 202		2,215.02
Inv 3013-122 Total			2,215.02
314325 Total:			2,215.02
UCL6115 - UC Regents Total:			2,215.02
ULRI2994 - Ulrich, Clarence			
314326	04/20/2022		
Inv	SP-0001		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/17/2022	Mother's Day Entertainment		300.00
Inv SP-0001 Total			300.00

Check Number	Check Date	Amount
314326 Total:		300.00
<hr/>		
ULRI2994 - Ulrich, Clarence Total:		300.00
<hr/>		
UND6710 - Underground Service Alert/SC		
314327	04/20/2022	
Inv	1120210694	
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/04/2021	Utility Underground Service Alert	214.60
Inv 1120210694 Total		214.60
Inv	1220210690	
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/01/2022	Utility Underground Service Alert	138.70
Inv 1220210690 Total		138.70
<hr/>		
314327 Total:		353.30
<hr/>		
UND6710 - Underground Service Alert/SC Total:		353.30
<hr/>		
POR4707 - United Site Services, Inc.		
314328	04/20/2022	
Inv	114-12955808	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/04/2022	Skate Park Portable Toilet Services.	367.86
Inv 114-12955808 Total		367.86
<hr/>		
314328 Total:		367.86
<hr/>		
POR4707 - United Site Services, Inc. Total:		367.86
<hr/>		
UPP7789 - Upper San Gabriel Valley MWD		
314329	04/20/2022	
Inv	2/2-22	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/15/2022	Water Purchased from MWD at February 2022	1,997.22
Inv 2/2-22 Total		1,997.22
Inv	SoPas-10.06.21	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/06/2021	Water conservation rebate co-funding for 4/1/2021 - 6/30/2021.	5,301.98
Inv SoPas-10.06.21 Total		5,301.98

Check Number	Check Date	Amount
314329 Total:		7,299.20
UPP7789 - Upper San Gabriel Valley MWD Total:		7,299.20
PTUZ2920 - Urzua, Patricia		
314330	04/20/2022	
Inv	119855	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/22/2022	Refunable deposit for Eddie Park House for 03/19/2022.	261.00
Inv 119855 Total		261.00
314330 Total:		261.00
PTUZ2920 - Urzua, Patricia Total:		261.00
LUVA8110 - Vazquez, Luis		
314331	04/20/2022	
Inv	JA120721-1	
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/07/2021	PARAMEDIC REFRESHER VILT F5 (60 HRS); 01/21/22-01/23/22	355.50
Inv JA120721-1 Total		355.50
Inv	NATL REGISTRY	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/18/2022	NATIONAL REGISTRY OF EMT LISTING 03/18/2022	32.00
Inv NATL REGISTRY Total		32.00
314331 Total:		387.50
LUVA8110 - Vazquez, Luis Total:		387.50
VEBU3010 - Verizon Business Services		
314332	04/20/2022	
Inv	72146862	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/20/2022	AN SV646189 Service through 02/28/2022	7.64
Inv 72146862 Total		7.64
314332 Total:		7.64
VEBU3010 - Verizon Business Services Total:		7.64

VERW6711 - Verizon Wireless

314333 04/20/2022

Inv 9902079465

<u>Line Item Date</u>	<u>Line Item Description</u>	
03/17/2022	AN 842311063-0002 Service (02/18/22-03/17/22)	725.43

Inv 9902079465 Total 725.43

Inv 9902565022

<u>Line Item Date</u>	<u>Line Item Description</u>	
03/23/2022	AN 571839627-0001 Service (02/24/22-03/23/22)	16.03

Inv 9902565022 Total 16.03

Inv 9902767130

<u>Line Item Date</u>	<u>Line Item Description</u>	
03/26/2022	AN 270619951-0004 Service (02/27/22-03/26/22)	508.96

Inv 9902767130 Total 508.96

314333 Total: 1,250.42

VERW6711 - Verizon Wireless Total: 1,250.42

VESTREIN - Vestre Inc.

314334 04/20/2022

Inv U1314

<u>Line Item Date</u>	<u>Line Item Description</u>	
12/28/2021	Prefabricated Parklet and pieces of furniture	32,467.50
12/28/2021	Prefabricated Parklet and Pieces of furniture: Metro Grant	90,032.50

Inv U1314 Total 122,500.00

314334 Total: 122,500.00

VESTREIN - Vestre Inc. Total: 122,500.00

VEWI8020 - Vision Electric Wholesale Inc.

0 04/20/2022

Inv 44861

<u>Line Item Date</u>	<u>Line Item Description</u>	
03/04/2022	Electrical Lighting Supplies-Recepticles & Light bulb purchase	292.10

Inv 44861 Total 292.10

Inv 44864

<u>Line Item Date</u>	<u>Line Item Description</u>	
03/04/2022	Electrical Lighting Supplies-light bulb purchases	99.23

Check Number	Check Date	Amount
Inv 44864 Total		99.23
Inv 44928		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/14/2022	Electrical Lighting Hardware-Light Bulb Replacement	281.19
Inv 44928 Total		281.19
0 Total:		672.52
VEWI8020 - Vision Electric Wholesale Inc. Total:		672.52
VUL6601 - Vulcan Materials Company		
0	04/20/2022	
Inv 73163652		
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/05/2022	Sand for Trench Backfill-Water Division	965.06
Inv 73163652 Total		965.06
Inv 73163653		
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/05/2022	Cold Mix asphalt purchase fo backfill-Water Division	1,153.06
Inv 73163653 Total		1,153.06
Inv 73165681		
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/07/2022	Crushed aggregate base purchased for backfill-Water Division	767.44
Inv 73165681 Total		767.44
Inv 73179240		
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/24/2022	Emulsion liquid materials used for citywide road maintenance	909.56
Inv 73179240 Total		909.56
Inv 73234415		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/24/2022	Street Division Supplies: Stock pile asphalt for Yard storage	1,914.57
Inv 73234415 Total		1,914.57
0 Total:		5,709.69
VUL6601 - Vulcan Materials Company Total:		5,709.69

Check Number	Check Date		Amount
WAUS6116 - WAUSAU Tile Inc.			
314335	04/20/2022		
Inv	692864		
<u>Line Item Date</u>	<u>Line Item Description</u>		
12/28/2021	Senora Planters: Metro Grant-Slow Street Program		30,676.61
Inv 692864 Total			30,676.61
314335 Total:			30,676.61
WAUS6116 - WAUSAU Tile Inc. Total:			30,676.61
WECSTFIR - West Coast Fire Sales			
314336	04/20/2022		
Inv	1860		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/22/2022	Battery Cover for Fire Department; E81		656.38
Inv 1860 Total			656.38
314336 Total:			656.38
WECSTFIR - West Coast Fire Sales Total:			656.38
PUFG8267 - Wong, Pauline			
314337	04/20/2022		
Inv	7986		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/04/2022	Contract Class Instructor Int Line Dancing (W) March		126.75
Inv 7986 Total			126.75
Inv	8082		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/04/2022	Contract Class Instructor Senior Line Dancing March Walk IN		116.00
Inv 8082 Total			116.00
Inv	8083		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/04/2022	Contract Class Instructor Senior Line Dancing March		100.00
Inv 8083 Total			100.00
Inv	8159		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/04/2022	Contract Class Instructor Int Line Dancing (W) March Walk In		104.00
Inv 8159 Total			104.00

Check Number	Check Date	Amount
314337 Total:		446.75
PUFG8267 - Wong, Pauline Total:		446.75
XRXF5010 - Xerox Financial Services		
314338	04/20/2022	
Inv	3136735	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/11/2022	AN 010-0061587-001 Service (03/10/22-04/09/22)	1,906.08
Inv 3136735 Total		1,906.08
Inv	3147439	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/17/2022	AN 010-0061587-002 Service (03/06/22-04/05/22)	275.05
Inv 3147439 Total		275.05
314338 Total:		2,181.13
XRXF5010 - Xerox Financial Services Total:		2,181.13
YTH1023 - Y Tire Complete Auto Repair		
314339	04/20/2022	
Inv	31895	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/28/2022	Parks Div.-St.Tree Veh.Unit #636-CNG Fuel Leak/Wiring repairs	3,705.06
Inv 31895 Total		3,705.06
314339 Total:		3,705.06
YTH1023 - Y Tire Complete Auto Repair Total:		3,705.06
STVZKMAN - Zikman, Steve		
314340	04/20/2022	
Inv	C1691-C1692	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/13/2022	Refund Overnight Parking Permits	256.00
Inv C1691-C1692 Total		256.00
314340 Total:		256.00
STVZKMAN - Zikman, Steve Total:		256.00

Check Number **Check Date**

Amount

Total:	558,255.01
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ATTACHMENT 4
Supplemental ACH
Payments

City of
SOUTH PASADENA

Supplemental ACH Payment Log			
Date	Vendor	Amount	Description
3/31/2022	Amazon / SYNC	\$1,989.75	Online Payment for City's Amazon Expenses from 12/13/2021-01/08/2022.
4/5/2022	So Cal Edison	\$64,321.45	Online Payment for City's So Cal Edison Accounts.
4/12/2022	So Cal Gas	\$1,632.33	Online Payment for City's So Cal Gas Accounts.
Total:		\$67,943.53	

ATTACHMENT 5
Prepaid &Warrant Voids

Accounts Payable

Void Check Proof List

User: calvarez
 Printed: 04/12/2022 - 8:07AM
 Batch: 00001.04.2022



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: SSSS8267				Round Star West, LLC						
Check No: 313921				Check Date: 02/16/2022						
	1,072.50	7736	02/09/2022	Class Instructor: Super Soccer Stars: 12/27/21-12/31/21					No	0
101-8030-8032-8267-000										
	1,287.00	7763	02/09/2022	Class Instructor: Super Soccer Stars: 12/27/21-12/31/21					No	0
101-8030-8032-8267-000										
Check Total:	2,359.50									
Check No: 314042				Check Date: 03/02/2022						
	286.00	7712	02/23/2022	Super Soccer Stars 01/12/22-02/09/22 Wed 2:10-2:55 PM					No	0
101-8030-8032-8267-000										
	214.50	7730	02/23/2022	Super Soccer Stars 01/12/22-02/09/22 Wed 9:10-9:50					No	0
101-8030-8032-8267-000										
	357.50	7746	02/23/2022	Super Soccer Stars 01/12/22-02/09/22 Wed 3:00-4:00 PM					No	0
101-8030-8032-8267-000										
	71.50	7711	02/23/2022	Super Soccer Stars 01/12/22-02/09/22 Wed 10:45-11:30 AM					No	0
101-8030-8032-8267-000										
	357.50	7747	02/23/2022	Super Soccer Stars 01/12/22-02/09/22 Wed 4:05-5:05 PM					No	0
101-8030-8032-8267-000										
	500.50	7732	02/23/2022	Super Soccer Stars 01/12/22-02/09/22 Wed10-1040AM					No	0
101-8030-8032-8267-000										
Check Total:	1,787.50									
Check No: 314217				Check Date: 04/06/2022						
	214.50	7781	03/15/2022	Contract Class Instructor Payment (7-10 W) 4:05PM 02/23-03/23/22					No	0
101-8030-8021-8267-000										
	143.00	7731	03/15/2022	Contract Class Instructor Payment (Parent & Me) 02/23-03/23/22					No	0
101-8030-8021-8267-000										
	715.00	7709	03/15/2022	Contract Class Instructor Payment (2-3 W) 10 AM - 02/23-03/23/22					No	0
101-8030-8021-8267-000										
	214.50	7733	03/15/2022	Contract Class Instructor (3-4 W) 10:45 AM 02/23-03/23/22					No	0

Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
101-8030-8021-8267-000	357.50	7734	03/15/2022	Contract Class Instructor Payment (3-4 W) 2:10PM 02/23-03/23/22					No	0
101-8030-8021-8267-000	286.00	7762	03/15/2022	Contract Class Instructor Payment (5-6 W) 3PM 02/23-03/23/22					No	0
101-8030-8021-8267-000										
Check Total:	1,930.50									
Vendor Total:	6,077.50									
Report Total:	6,077.50									

ATTACHMENT 6
Payroll Summary

Payroll

Payroll Summary Report



Payroll Date: 4/1/2022 Regular

Checks	\$	6,772.26
Direct Deposits	\$	473,729.72
IRS Payments	\$	105,223.17
EDD - State of CA	\$	31,663.64
PERS Pension	\$	117,255.75
Deferred Comp	\$	22,869.54
PERS Health	\$	160,909.40
Subtotal:	\$	918,423.48

Payroll Date: 4/2/2022 Off-Cycle

Checks	\$	-
Direct Deposits	\$	12,399.01
IRS Payments	\$	5,063.76
EDD - State of CA	\$	1,435.77
PERS Pension	\$	-
Deferred Comp	\$	-
PERS Health	\$	-
Subtotal:	\$	18,898.54

Grand Total: \$ **937,322.02**



City Council Agenda Report

ITEM NO. 13

DATE: April 20, 2022

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

PREPARED BY: Domenica Megerdichian, Deputy City Manager
Mary Jerejian, Management Analyst

SUBJECT: **Approval of a Five-Year Agreement with the South Pasadena Chamber of Commerce for the Operation of the South Pasadena Farmers' Market**

Recommendation

It is recommended that the City Council approve a five (5) year agreement with the South Pasadena Chamber of Commerce for the operation of the South Pasadena Farmers' Market, until June 30, 2027.

Background

This item is a follow-up to the draft agreement discussed at the February 2, 2022 City Council meeting, and reflects the changes discussed and directed at that meeting.

The South Pasadena Farmers' Market is a certified Farmers' market operated in accordance with the California Code of Regulations, Title 3, Division 3, Chapter 1, Subchapter 4, Articles 6.5, Direct Marketing ("Direct Marketing Regulations"). The South Pasadena Chamber of Commerce (Chamber) has successfully operated the Farmer's Market since 2010. The last agreement for the operation of the Farmers' Market was entered into the 1st day of June 1, 2015 with a termination of May 31, 2020, and the Market has been operating following the terms of the original agreement since the expiration of the agreement in May 2020.

Analysis

At the February 2, 2022 City Council meeting, staff received direction to make changes to a new draft agreement, including:

- Increase the maximum of Farmers Vendors to Food Vendors to an 80/20 ratio (80% farm, 20% food) and maintain a 50/50 minimum ratio, with consideration to seasonal fluctuations of agricultural product and vendor availability.
- Language regarding Chamber of Commerce responsibility of setting up and removing street blockades, as a part of a traffic control plan.

- Address parking signage and maximizing use of parking lots, and to work with the Public Works Department on a revised Parking Plan.
- Address the need for additional restrooms for Market visitors.

The Chamber is agreeable to looking at diversifying the variety and offerings at the Farmers' Market under this new agreement. Additionally, the previously approved Parking Management Plan is under review in collaboration with the City's Public Works Department, in an effort to make further improvements to the traffic and parking management of the events. The Chamber continues to oversee the operations and bears the cost of set up, breakdown, and traffic management as it pertains to the weekly Farmers' Market event. All staffing for the Market and work done to set up and break down is paid for and managed through the Chamber.

The South Pasadena Chamber of Commerce continues operating and managing the Farmers' Market, and will solicit increased participation from the City's local businesses. City staff will also work with the Chamber to host information booths at upcoming events as an opportunity to increase community outreach, share updates on City events and programs, and capture visitor contact information for continued outreach efforts.

In response to the suggestion for additional restroom facilities, the Chamber has monitored the use of facilities and noted no significant increase in need. The Chamber will continue monitoring in the warmer months ahead as visitor numbers are expected to increase, and will notify the City and work on addressing any future issues.

Fiscal Impact

According to the Agreement, the South Pasadena Chamber of Commerce will pay the City a total sum equal to 7% of gross revenues which includes payments made to the Chamber of Commerce by vendors or derived through sponsorships and special events associated with operation of the South Pasadena Farmers' Market. The 7% of gross revenues includes 5% of gross revenues received by the Chamber of Commerce for the operation of the Market that is due every 15 calendar days after each quarter. The remaining 2% of gross revenues received by the Chamber of Commerce to be placed in the City's Capital Improvement Account. The net amount received by the City has ranged from \$7,000 to \$16,000 annually.

Attachments:

1. Revised Farmers' Market Agreement
2. Staff Report – Farmers' Market Agreement – City Council Meeting of February 2, 2022
3. Memo - February 2, 2022 Council Meeting

ATTACHMENT 1
Revised Farmers' Market Agreement

**AGREEMENT FOR OPERATION
OF
SOUTH PASADENA FARMERS' MARKET**

THIS AGREEMENT ("Agreement") is made this 20th day of April, 2022 by and between the CITY OF SOUTH PASADENA ("City") and SOUTH PASADENA CHAMBER OF COMMERCE ("Chamber").

1. CHAMBER'S OBLIGATION. In exchange for the use of the City right-of-way and City's approval of Chamber's operation of a farmers' market in the City, Chamber agrees to hold and supervise the SOUTH PASADENA FARMERS' MARKET ("Market") and to perform during the term of this Agreement, the tasks, obligations and services set forth in the body of this agreement and in the "Proposal" attached to and incorporated into this Agreement as Exhibit A (the "Proposal"). In addition, the Chamber will conduct, through the Market, a minimum of five (5) family-oriented events per year including but not limited to holiday themed activities and summer programming. Should there be a conflict between the obligations set forth in the Proposal and those included in the body of this Agreement, the provisions in the body of this Agreement shall take precedence.
2. TERM OF AGREEMENT. This Agreement shall have a term commencing on April 20, 2022 and terminating on June 30, 2027.
3. FAMILIARITY WITH WORK. By execution of this Agreement, Chamber warrants that
 - (1) The Chamber has successfully operated the Market since June 2010, and
 - (2) It carefully considered how the Market should be operated, and
 - (3) It fully understands the difficulties and restrictions attending the operation of the Market under this Agreement, and
 - (4) It has proven it has technical competency and capacity to operate the Market according to all local, state and federal laws.
4. PAYMENT FOR APPROVAL AND USE OF RIGHT-OF-WAY. Chamber shall pay to City a total sum equal to 7% of gross revenues (payments made to the Chamber by vendors or derived through sponsorships and special events associated with the operation of the South Pasadena Farmers' Market) received by Chamber for the operation of the Market ("Fee"), payable on quarterly basis to City for the use of City right-of-way and approval for the operation of the Market. Said fee shall be payable in two amounts as follows:

- a. Chamber shall pay to City a sum equal to 5% of gross revenues received by Chamber for the operation of the Market and the payment shall be due fifteen (15) calendar days after each quarter.
 - b. Chamber shall also pay to City an additional sum equal to 2% of gross revenues received by Chamber for the operation of the Market, to be placed in a "Capital Improvement Fund" commencing with the first quarter of the Agreement. The payment shall also be due fifteen (15) calendar days after each quarter.
5. CAPITAL IMPROVEMENT ACCOUNT. The Chamber shall submit 2% of the revenues derived from the Market as indicated in Section 4(b) herein to the City's Capital Improvement Account. Said account shall be managed by the City and decisions on how the fund is to be expended shall remain the sole discretion of the City with advisory input from the Chamber.
6. TIME FOR PERFORMANCE. Chamber shall not perform any work under this Agreement until Chamber furnishes proof of insurance as required under Paragraph "9" of this Agreement.
7. DESIGNATED ONSITE MANAGER. Chamber hereby designates Carole Gallegos as the Chamber's current Onsite Manager, and said Manager shall be responsible for the Market operation and coordination with the City. Market operation shall be actually performed by, or shall be immediately supervised by, the Onsite Manager. Any change in the designated Onsite Manager must be approved by the City Manager of City.
8. HOLD HARMLESS; INDEMNIFICATION. Chamber hereby agrees to protect, indemnify and hold City and its employees, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees and other expenses incurred by the City arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of the negligent acts, recklessness or willful misconduct of Chamber in the operation of the Market. This provision is not intended to create any cause of action in favor of any third party against Chamber or the City or to enlarge in any way the Chamber's liability but is intended solely to provide for indemnification of the City for liability for damages or injuries to third persons or property arising from Chamber's negligent operation hereunder.

9. **INSURANCE.** Chamber shall procure and maintain at all times during the term of this Agreement insurance as set forth in Exhibit "B" attached hereto. Proof of insurance shall consist of a Certificate of Insurance provided on IOS-CGL form No. CG 00 01 11 85 or 88 executed by Chamber's insurer and in a form approved by, the City's City Attorney.
10. **LICENSES, PERMITS, AND FEES.** Chamber shall obtain a City of South Pasadena Business License and any and all other permits and licenses required for the services to be performed under this Agreement.
11. **ASSIGNMENT.** This Agreement, the approvals granted by this Agreement and/or the operation of the Market may not be assigned. Any attempt by Chamber to assign this Agreement, the approvals granted by this Agreement and/or the operation of the Market without written approval of City is prohibited and shall be null and void.
12. **FARMERS AND VENDORS.** Chamber agrees to the following with regard to the Farmers and Vendors that participate in the operation of the Market:
 - a. The Chamber will assist the City in ensuring that all Farmers and Vendors comply with the City's business license requirements, retail tax regulations and health code provisions; and
 - b. The ratio of Farmers (fresh produce and other certified agricultural products) to Vendors (packaged food and hot food) at each Market event shall be a Maximum of 80% Farmers to 20% Vendors, and a minimum of 50% Farmers to 50% Vendors.
 - c. The Chamber has worked to increase the number of quality farmers and certified producers. The current percentage of booth space occupied by agricultural products is 60%. The Chamber is agreeable to looking at further diversifying the variety and offerings at the Farmers' Market, as availability of seasons produce and products allow.
13. **OPERATIONS.** Chamber agrees to take full responsibility for the following operational obligations:
 - a. Certified Farmers' Market. Chamber shall ensure that the South Pasadena Farmers' Market maintains its status as a "Certified Farmers' Market."
 - b. Day, Time and Location. The Market shall continue to operate on every Thursday and open to the public between the hours of 4:00 p.m. and 8:00 p.m. during Spring/Summer seasons and 4:00 p.m. and 7:00 p.m. during Winter/Fall seasons, with a setup time between 2:00 p.m. and 4:00 p.m. and a breakdown time between

8:00 p.m. and 10:00 p.m. Footprint of the Market shall remain the same and cannot be altered unless approved by City staff and City Council. The Market shall continue to operate on El Centro Street, between Mound Ave. and the Gold Line Stop and on Meridian Ave. between El Centro Street and Mission Street.

- c. Parking. The Chamber will work with the City's Public Works Department in reviewing the previously approved event Parking Management Plan. The Chamber will post signage to the parking lot, as well as host updated parking information on the Farmers' Market website to help manage traffic and parking impacts for the event. The Chamber will continue to direct farmers, vendors and participants in locating and utilizing the off-street parking lots in the area, including the parking available at 1020 El Centro and on Meridian and Fairview. The Chamber will continue promotion of using the Gold Line. Information on the Market's parking options will be added to the Farmers' Market website, including use of the City's parking maps to maximize the use of public parking areas.
- d. Street Closures and Site Layout. The Chamber shall be fully responsible to implement the City Approved street-closure plan. In addition, the Chamber shall ensure that all safety regulations are complied with including, but not limited to, compliance with fire lane requirements.
- e. Electrical. The Chamber shall provide connection to electrical service for the Farmers and Vendors participating in the Market, commencing with the first Market operation under this Agreement. The Chamber's payments to City pursuant to Paragraph 4 shall be inclusive of any Chamber electric utility costs.
- f. Trash. The Chamber will coordinate with nearby businesses and the City Trash Collector to ensure that all trash generated by the Market operation is thoroughly cleaned up and disposed of properly. The Chamber will ensure that Farmers and Vendors comply with the ban on Polystyrene (Styrofoam), and City Ordinance No. 2269 prohibiting the use of single-use plastic bags.
- g. Restrooms. The Chamber will make arrangements for access to sufficient restroom facilities for farmers, vendors and participants through the Heritage Museum and other viable locations within the footprint of the Market. Chamber will monitor restroom needs, and temporary restrooms may be utilized in warmer months, when Market attendance and length of visits (including related picnicking and general community gatherings) typically increase. In the event

that additional restrooms are deemed necessary, the Chamber will communicate and work with the City on addressing the need.

- h. Intellectual Property Rights. Logos and any other form of creative media referring to the South Pasadena Farmers' Market shall remain the property of the City during and after should the agreement be terminated.
- i. Compliance with Health Guidelines. The Chamber shall comply with health regulations and guidelines issues by the Los Angeles County Department of Public Health considering the ongoing COVID-19 pandemic that began in 2020. The Chamber will ensure to continue making necessary adjustments and modifications to components of the market including selecting specific vendors, coordinating the safe layout of booths with social distance guidelines, limitation of Market hours if needed, staffing adjustments, and restrictions on gatherings and events.
- j. Duty to Notify. In operating the Market, the Chamber shall notify the City of any dangerous condition of public property of when it becomes aware.

- 14. **RECORDS AND INSPECTIONS**. Chamber shall maintain full and accurate financial records with respect to all Market operations covered under this Agreement. City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Chamber shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours.
- 15. **REPORTS**. On or before April 15th of each year, following the commencement of this Agreement, the Chamber, at its own expense, shall furnish to City a certified financial report of the Market operations. In addition, the Chamber shall furnish City with quarterly financial updates of the Market operation with the payment of the quarterly Fee to City and shall include a financial report of Market Operations in its annual report to the City. In addition, from time to time, the City may request certain added procedures for examination and reports of financial and statistical information concerning the Market.
- 16. **AUDIT OR EXAMINATION**. Chamber shall keep all records of funds received from the Market and make them accessible for audit or examination for a period of three years after final payments are issued and other pending matters.

17. NOTICES. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:

City: Arminé Chaparyan, City Manager
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
(626) 403-7210

Chamber: Laurie Wheeler, Executive Director
South Pasadena Chamber of Commerce
1121 Mission Street
South Pasadena, CA 91030
(626) 441-2339

If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said changes.

18. APPLICABLE LAWS, CODES AND REGULATIONS. Chamber shall perform all services described in accordance with all applicable laws, codes and regulations required by all authorities having jurisdiction over the Services.
19. NON-DISCRIMINATION. In the performance of this Agreement, Chamber shall not discriminate against any employee, subcontractor, operator or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age physical or mental handicap, medical condition, or sexual orientation. Chamber will take affirmative action to ensure that subcontractors, operators and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.
20. MODIFICATION OF AGREEMENT. This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties.
21. WAIVER. Iff at any time one party shall waive any term, provision or condition of this Agreement, either before or after any breach thereof, no party shall thereafter be deemed to have consented to any future failure of full performance hereunder.

22. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Chamber shall be construed to be both a covenant and a condition.
23. RIGHT TO TERMINATE. City and/or Chamber may terminate this Agreement at any time, with or without cause, in its sole discretion, with ninety (90) days written notice.
24. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.
25. LITIGATION FEES. Should litigation arise out of this Agreement for the performance thereof, the court shall award costs and expenses, including attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule but shall award the full amount of costs, expenses and attorney's fees paid and/or incurred in good faith. "Prevailing Party" shall mean the party that obtains a favorable and final judgment or order from a court of law described in paragraph "24." This paragraph shall not apply and litigation fees shall not be awarded based on an order or otherwise final judgment that results from the parties' mutual settlement, arbitration, or mediation of the dispute.
26. SEVERABILITY. If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.
27. FORCE MAJEURE. The respective duties and obligations of the parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.
28. INTEGRATED AGREEMENT. This Agreement, together with Exhibits "A," and "B" supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party, which is not embodied herein, nor any other agreement; statement or promise not contained in this Agreement shall be valid and binding. Any modification of the Agreement shall be effective only if it is in writing and signed by all parties.

Dated: _____

“CITY”

By: _____
Arminé Chaparyan
City Manager

Dated: _____

“CHAMBER”

By: _____
Andrew Berk
Chair, Board of Directors

APPROVED AS TO FORM:

Andrew Jared
City Attorney

EXHIBIT "A"

PROPOSAL

EXHIBIT "B"
INSURANCE REQUIREMENTS

Additional Insured Status: The Chamber shall obtain, maintain, and keep in full force throughout the duration of the term of the Agreement, liability insurance covering the Chamber and, with the exception of Professional Liability Insurance, designating City including its elected or appointed officials, directors, officers, agents, employees, volunteers, or Chambers, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the Chamber's work or operations in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the Chamber's insurance policies shall be primary as respects any claims related to or as the result of the Chamber's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or Chambers shall be non-contributory. General liability coverage can be provided in the form of an endorsement to the Chamber's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage: For any claims related to this contract, the Chamber's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Chamber's insurance and shall not contribute with it.

Professional Liability Insurance	\$2,000,000/\$4,000,000
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General Liability:

a.	General Aggregate	\$2,000,000
b.	Products Comp/Op Aggregate	\$2,000,000
c.	Personal & Advertising Injury	\$1,000,000
d.	Each Occurrence	\$1,000,000
e.	Fire Damage (any one fire)	\$ 50,000
f.	Medical Expense (any one person)	\$ 5,000

Workers' Compensation:

a.	Workers' Compensation	Statutory Limits
b.	EL Each Accident	\$1,000,000
c.	EL Disease - Policy Limit	\$1,000,000
d.	EL Disease - Each Employee	\$1,000,000

Automobile Liability

- a. Any vehicle, combined single limit \$1,000,000

Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City. The Chamber shall provide thirty (30) days advance notice to City in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to City thirty (30) days prior to the effective date of this Agreement. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, City shall have the right but not the duty to obtain replacement insurance and to charge the Chamber for any premium due for such coverage. City has the option to deduct any such premium from the sums due to the Chamber.

Waiver of Subrogation: Chamber hereby grants to City a waiver of any right to subrogation which any insurer of said Chamber may acquire against the City by virtue of the payment of any loss under such insurance. Chamber agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Chamber to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers: Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by City's Risk Manager. Chamber shall immediately advise City of any litigation that may affect these insurance policies.

Claims Made Policies:

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. 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 Chamber must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage: Chamber shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Chamber's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors: Chamber shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances: Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Nothing in this section shall construed to as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Chamber may be held responsible for payments of damages to persons or property.

ATTACHMENT 2

Staff Report – Farmers’ Market Agreement –
City Council Meeting of February 2, 2022



City Council Agenda Report

ITEM NO. 14

DATE: February 2, 2022

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Mary Jerejian, Management Analyst

SUBJECT: **Approval of a Five-Year Agreement with the South Pasadena Chamber of Commerce for the operation of the South Pasadena Farmers' Market**

Recommendation

It is recommended that the City Council approve a five (5) year Agreement with the South Pasadena Chamber of Commerce for the operation of the South Pasadena Farmers' Market.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Background

The South Pasadena Farmers' Market was established in 1999 and has been helped operated by the South Pasadena Chamber of Commerce since 2004. The South Pasadena Farmers' Market has created a sustainable local economy, which promotes walkability and connectivity in the City.

The South Pasadena Farmers' Market is a certified farmers' market operated in accordance with the California Code of Regulations, Title 3, Division 3, Chapter 1, Subchapter 4, Articles 6.5, Direct Marketing ("Direct Marketing Regulations")

The South Pasadena Farmers' Market has been locally controlled for the past ten years by the Chamber of Commerce, and has contributed to increased revenues to the City while minimizing staff impacts. In addition, the Farmers' Market has brought awareness to healthy living choices and improving the quality of life in South Pasadena within the last decade.

The South Pasadena Farmers' Market is located and operated on El Centro Street, between Mound Ave. and the Gold Line Stop and on Meridian Ave. between El Centro Street and Mission Street. The days and hours of operation include every Thursday between the hours of 4:00 pm to 8:00 pm during the Spring/Summer seasons and 4:00pm-7:00pm during Winter/Fall seasons.

The last agreement for operation of South Pasadena Farmers' Market was entered into the 1st day of June 1, 2015 between the City of South Pasadena and the South Pasadena Chamber of Commerce with a termination date of May 31, 2020. This term of agreement states the Chamber's

obligation to hold and supervise all operations of the Farmer's Market in exchange for the use of City right-of-way in addition to approval.

In early 2020, the Chamber of Commerce began reviewing the contract with the City Manager. Due to the restriction related to the pandemic and additional obstacles related to staff changes, the process was delayed.

During the pandemic, the operations of the Farmers' Market were adjusted to comply with current health regulations and guidelines issued by the Los Angeles County Department of Public Health. As lead on operations and supervision, the South Pasadena Chamber of Commerce will continue to make necessary adjustments and modifications to comply with these guidelines, and continue to notify the City of any substantial modifications. These changes are highlighted in the South Pasadena 2021 Update, included as Attachment 1.

Analysis

The previous agreements were signed with careful consideration that the Chamber has successfully operated the South Pasadena Farmers' Market since 2010, how the Market has been operated, and with full consideration of the capacity to operate the Farmers' Market according to all local, state, and federal laws.

Since the beginning of its establishment, the Farmers' Market has increased participation from local businesses and nonprofit organizations, increased community awareness and educational opportunities for sustainability, created a 70/30 ratio between Farmers and Food Vendors, continuously addressed parking issues through formal agreements and a parking management plan, and introduced new revenue streams into the City's General Fund.

The Chamber of Commerce has also continued to adjust the Farmers' Market operations with guidelines provided by the Los Angeles County Department of Public Health. These adjustments include choosing specific vendors, creating a layout that complies with social distancing, limitation of market hours, staffing adjustments, and restrictions on gathering for events at the Farmers' Market.

It is therefore the recommendation that the City Council approve the agreement to continue the operation and management of the South Pasadena Farmers' Market for an additional 5 years.

Fiscal Impact

According to the Agreement, the South Pasadena Chamber of Commerce will pay the City a total sum equal to 7% of gross revenues which includes payments made to the Chamber of Commerce by vendors or derived through sponsorships and special events associated with operation of the South Pasadena Farmers' Market. The 7% of gross revenues includes 5% of gross revenues received by the Chamber of Commerce for the operation of the Market that is due every 15 calendar days after each quarter. In addition, the remaining 2% of gross revenues received by the Chamber of Commerce to be placed in the City's Capital Improvement Fund.

The net amount received by the City has ranged from \$7,000 to \$16,000 due to the current situation.

Public Notification of Agenda Item

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

Attachments:

1. Farmers' Market Agreement
2. Chamber of Commerce Farmers' Market 2021 Update

ATTACHMENT 1
Farmers' Market Agreement

**AGREEMENT FOR OPERATION
OF
SOUTH PASADENA FARMERS' MARKET**

THIS AGREEMENT ("Agreement") is made this 2nd day of February, 2022 by and between the CITY OF SOUTH PASADENA ("City") and SOUTH PASADENA CHAMBER OF COMMERCE ("Chamber").

1. CHAMBER'S OBLIGATION. In exchange for the use of the City right-of-way and City's approval of Chamber's operation of a farmers' market in the City, Chamber agrees to hold and supervise the SOUTH PASADENA FARMERS' MARKET ("Market") and to perform during the term of this Agreement, the tasks, obligations and services set forth in the body of this agreement and in the "Proposal" attached to and incorporated into this Agreement as Exhibit A (the "Proposal"). In addition, the Chamber will conduct, through the Market, a minimum of five (5) family-oriented events per year including but not limited to holiday themed activities and summer programming. Should there be a conflict between the obligations set forth in the Proposal and those included in the body of this Agreement, the provisions in the body of this Agreement shall take precedence.
2. TERM OF AGREEMENT. This Agreement shall have a term commencing on February 2, 2022 and terminating on January 31, 2027 unless extended by mutual agreement.
3. FAMILIARITY WITH WORK. By execution of this Agreement, Chamber warrants that
 - (1) The Chamber has successfully operated the Market since June, 2010.
 - (2) It carefully considered how the Market should be operated, and
 - (3) It fully understands the difficulties and restrictions attending the operation of the Market under this Agreement.
 - (4) It has proven it has technical competency and capacity to operate the Market according to all local, state and federal laws.
4. PAYMENT FOR APPROVAL AND USE OF RIGHT-OF-WAY. Chamber shall pay to City a total sum equal to 7% of gross revenues (payments made to the Chamber by vendors or derived through sponsorships and special events associated with the operation of the South Pasadena Farmers' Market) received by Chamber for the operation of the Market ("Fee"), payable on quarterly basis to City for the use of City right-of-way and approval for the operation of the Market. Said fee shall be payable in two amounts as follows:

- a. Chamber shall pay to City a sum equal to 5% of gross revenues received by Chamber for the operation of the Market and the payment shall be due fifteen (15) calendar days after each quarter.
 - b. Chamber shall also pay to City an additional sum equal to 2% of gross revenues received by Chamber for the operation of the Market, to be placed in a “Capital Improvement Fund” commencing with the first quarter of the Agreement. The payment shall also be due fifteen (15) calendar days after each quarter.
5. CAPITAL IMPROVEMENT FUND. The City shall establish a “Capital Improvement Fund” to be solely funded by the revenues derived from the Market as indicated in Section 4(b) herein. Said fund shall be managed by the City and decisions on how the fund is to be expended shall remain the sole discretion of the City with advisory input from the Chamber.
6. TIME FOR PERFORMANCE. Chamber shall not perform any work under this Agreement until Chamber furnishes proof of insurance as required under Paragraph “9” of this Agreement.
7. DESIGNATED ONSITE MANAGER. Chamber hereby designates Carol Gallegos as the Chamber’s Permanent Onsite Manager, and said Manager shall be responsible for the Market operation and coordination with the City. Market operation shall be actually performed by, or shall be immediately supervised by, the Onsite Manager. Any change in the designated Permanent Onsite Manager must be approved by the City Manager of City.
8. HOLD HARMLESS; INDEMNIFICATION. Chamber hereby agrees to protect, indemnify and hold City and its employees, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees and other expenses incurred by the City arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of the negligent acts, recklessness or willful misconduct of Chamber in the operation of the Market. This provision is not intended to create any cause of action in favor of any third party against Chamber or the City or to enlarge in any way the Chamber’s liability but is intended solely to provide for indemnification of the City for liability for damages or injuries to third persons or property arising from Chamber’s negligent operation hereunder.
9. INSURANCE. Chamber shall procure and maintain at all times during the term of this Agreement insurance as set forth in Exhibit “B” attached hereto. Proof of

insurance shall consist of a Certificate of Insurance provided on IOS-CGL form No. CG 00 01 11 85 or 88 executed by Chamber's insurer and in a form approved by, the City's City Attorney.

10. **LICENSES, PERMITS, AND FEES.** Chamber shall obtain a City of South Pasadena Business License and any and all other permits and licenses required for the services to be performed under this Agreement.
11. **ASSIGNMENT.** This Agreement, the approvals granted by this Agreement and/or the operation of the Market may not be assigned. Any attempt by Chamber to assign this Agreement, the approvals granted by this Agreement and/or the operation of the Market without written approval of City is prohibited and shall be null and void.
12. **FARMERS AND VENDORS.** Chamber agrees to the following with regard to the Farmers and Vendors that participate in the operation of the Market:
 - a. The Chamber will assist the City in ensuring that all Farmers and Vendors comply with the City's business license requirements, retail tax regulations and health code provisions; and
 - b. The ratio of Farmers (fresh produce) to Vendors (packaged food and hot food) at each Market event shall be a Maximum of 70% Farmers to 30% Vendors and a minimum of 50% Farmers to 50% Vendors.
 - c. The Chamber has significantly increased the number and quality of farmers and certified producers. Currently approximately 65-70% of the booth space is occupied by agricultural products.
13. **OPERATIONS.** Chamber agrees to take full responsibility for the following operational obligations:
 - a. Certified Farmers' Market. Chamber shall ensure that the South Pasadena Farmers' Market maintains its status as a "Certified Farmers' Market."
 - b. Day, Time and Location. The Market shall continue to operate on every Thursday and open to the public between the hours of 4:00 p.m. and 8:00 p.m. during Spring/Summer seasons and 4:00 p.m. and 7:00 p.m. during Winter/Fall seasons, with a setup time between 2:00 p.m. and 4:00 p.m. and a breakdown time between 8:00 p.m. and 10:00 p.m. Footprint of the Market shall remain the same and cannot be altered unless approved by City staff and City Council. The Market shall continue to operate on El Centro Street, between Mound Ave. and the Gold Line Stop and on Meridian Ave. between El Centro Street and Mission Street.

- c. Parking. The Chamber shall secure (at its own expense) from the South Pasadena Unified School District parking at the District Office parking lot on Thursdays between 3:30 p.m. and 8:30 p.m. to accommodate participants, farmers and vendors. In addition, Chamber will post directional signage to assist farmers, vendors and participants in locating the parking at the District Administration Office. Said signage and a sign plan indicating the proposed locations of the signage shall be prepared and approved by City prior to the commencement of the Market under this Agreement. The Chamber has also addressed through formal agreements, a parking management plan and promotion of underutilized lots in addition to promotion of using the Gold Line.
- d. Street Closures and Site Layout. The Chamber shall be fully responsible to implement the City Approved street-closure plan. In addition, the Chamber shall ensure that all safety regulations are complied with including, but not limited to, compliance with fire lane requirements.
- e. Electrical. The Chamber shall provide connection to electrical service for the Farmers and Vendors participating in the Market, commencing with the first Market operation under this Agreement. The Chamber's payments to City pursuant to Paragraph 4 shall be inclusive of any Chamber electric utility costs.
- f. Trash. The Chamber will coordinate with the City Trash Collector to ensure that all trash generated by the Market operation is thoroughly cleaned up and disposed of properly. The Chamber will ensure that Farmers and Vendors comply with City Ordinance No. 2269 prohibiting the use of single-use plastic bags.
- g. Restrooms. The Chamber will make arrangements for access to sufficient restroom facilities for farmers, vendors and participants through the Heritage Museum and other viable locations within the footprint of the Market.
- h. Intellectual Property Rights. Logos and any other form of creative media referring to the South Pasadena Farmers' Market shall remain the property of the City during and after should the agreement be terminated.
- i. Compliance with Health Guidelines. The Chamber shall comply with health regulations and guidelines issues by the Los Angeles County Department of Public Health considering the ongoing COVID-19 pandemic that began in 2020. The Chamber will ensure to continue making necessary adjustments and modifications to components of the market including selecting specific vendors, coordinating the safe layout of booths with social distance guidelines, limitation of Market hours if needed, staffing adjustments, and restrictions on gatherings and events.

j. Duty to Notify. In operating the Market, the Chamber shall notify the City of any dangerous condition of public property of when it becomes aware.

14. **RECORDS AND INSPECTIONS.** Chamber shall maintain full and accurate financial records with respect to all Market operations covered under this Agreement. City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Chamber shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours.
15. **REPORTS.** On or before April 15th of each year, following the commencement of this Agreement, the Chamber, at its own expense, shall furnish to City a certified financial report of the Market operations. In addition, the Chamber shall furnish City with quarterly financial updates of the Market operation with the payment of the quarterly Fee to City and shall include a financial report of Market Operations in its annual report to the City. In addition, from time to time, the City may request certain added procedures for examination and reports of financial and statistical information concerning the Market.
16. **AUDIT OR EXAMINATION.** Chamber shall keep all records of funds received from the Market and make them accessible for audit or examination for a period of three years after final payments are issued and other pending matters.
17. **NOTICES.** All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:

City: Arminé Chaparyan, City Manager
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
(626) 403-7210

Chamber: Laurie Wheeler, Executive Director
South Pasadena Chamber of Commerce
1121 Mission Street
South Pasadena, CA 91030
(626) 441-2339

If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said changes.

18. **APPLICABLE LAWS, CODES AND REGULATIONS.** Chamber shall perform all services described in accordance with all applicable laws, codes and regulations required by all authorities having jurisdiction over the Services.
19. **NON-DISCRIMINATION.** In the performance of this Agreement, Chamber shall not discriminate against any employee, subcontractor, operator or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age physical or mental handicap, medical condition, or sexual orientation. Chamber will take affirmative action to ensure that subcontractors, operators and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.
20. **MODIFICATION OF AGREEMENT.** This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties.
21. **WAIVER.** If at any time one party shall waive any term, provision or condition of this Agreement, either before or after any breach thereof, no party shall thereafter be deemed to have consented to any future failure of full performance hereunder.
22. **COVENANTS AND CONDITIONS.** Each term and each provision of this Agreement to be performed by Chamber shall be construed to be both a covenant and a condition.
23. **RIGHT TO TERMINATE.** City and/or Chamber may terminate this Agreement at any time, with or without cause, in its sole discretion, with ninety (90) days written notice.
24. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.
25. **LITIGATION FEES.** Should litigation arise out of this Agreement for the performance thereof, the court shall award costs and expenses, including attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule but shall award the full amount of costs, expenses and attorney's fees paid and/or incurred in good faith. "Prevailing Party" shall mean the party that obtains a favorable and final judgment or order from a court of law described in paragraph "24." This paragraph shall not apply and litigation fees shall not be awarded based on an order or otherwise final judgment

that results from the parties' mutual settlement, arbitration, or mediation of the dispute.

- 26. SEVERABILITY. If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.
- 27. FORCE MAJEURE. The respective duties and obligations of the parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.
- 28. INTEGRATED AGREEMENT. This Agreement, together with Exhibits "A," and "B" supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party, which is not embodied herein, nor any other agreement; statement or promise not contained in this Agreement shall be valid and binding. Any modification of the Agreement shall be effective only if it is in writing and signed by all parties.

Dated: _____

"CITY"

By: _____

Arminé Chaparyan
City Manager

Dated: _____

"CHAMBER"

By: _____

Andrew Berk
Chair, Board of Directors

APPROVED AS TO FORM:

Andrew Jared
City Attorney

EXHIBIT “A”

PROPOSAL

**EXHIBIT “B”
INSURANCE REQUIREMENTS**

Additional Insured Status: The Chamber shall obtain, maintain, and keep in full force throughout the duration of the term of the Agreement, liability insurance covering the Chamber and, with the exception of Professional Liability Insurance, designating City including its elected or appointed officials, directors, officers, agents, employees, volunteers, or Chambers, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the Chamber's work or operations in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the Chamber's insurance policies shall be primary as respects any claims related to or as the result of the Chamber's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or Chambers shall be non-contributory. General liability coverage can be provided in the form of an endorsement to the Chamber's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage: For any claims related to this contract, the Chamber's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Chamber's insurance and shall not contribute with it.

Professional Liability Insurance	\$1,000,000/\$2,000,000
----------------------------------	-------------------------

General Liability:

- | | | |
|----|----------------------------------|-------------|
| a. | General Aggregate | \$2,000,000 |
| b. | Products Comp/Op Aggregate | \$2,000,000 |
| c. | Personal & Advertising Injury | \$1,000,000 |
| d. | Each Occurrence | \$1,000,000 |
| e. | Fire Damage (any one fire) | \$ 50,000 |
| f. | Medical Expense (any one person) | \$ 5,000 |

Workers' Compensation:

- | | | |
|----|----------------------------|------------------|
| a. | Workers' Compensation | Statutory Limits |
| b. | EL Each Accident | \$1,000,000 |
| c. | EL Disease - Policy Limit | \$1,000,000 |
| d. | EL Disease - Each Employee | \$1,000,000 |

Automobile Liability

- a. Any vehicle, combined single limit \$1,000,000

Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City. The Chamber shall provide thirty (30) days advance notice to City in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to City thirty (30) days prior to the effective date of this Agreement. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, City shall have the right but not the duty to obtain replacement insurance and to charge the Chamber for any premium due for such coverage. City has the option to deduct any such premium from the sums due to the Chamber.

Waiver of Subrogation: Chamber hereby grants to City a waiver of any right to subrogation which any insurer of said Chamber may acquire against the City by virtue of the payment of any loss under such insurance. Chamber agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Chamber to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers: Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by City's Risk Manager. Chamber shall immediately advise City of any litigation that may affect these insurance policies.

Claims Made Policies:

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. 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 Chamber must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage: Chamber shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage

required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Chamber's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors: Chamber shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances: Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Nothing in this section shall construed to as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Chamber may be held responsible for payments of damages to persons or property.

ATTACHMENT 2

Chamber of Commerce 2021
Update on Farmers' Market



south pasadena
farmers' market

**2021 Update
Presented to the
City of South Pasadena**

**By the
South Pasadena Chamber of Commerce**

**THE SOUTH PASADENA
CHAMBER OF COMMERCE**



Executive Summary

As operator of the South Pasadena Farmers' Market, the Chamber has improved the local economy, increased revenues to the City while minimizing city staff impacts, increased awareness of healthy living choices and improved quality of life in South Pasadena. The Chamber pledges to continue with, and improve on, those initiatives.

The Chamber's key differentiator from an outside entity managing the Market is that we have made it a true local weekly town square. The Chamber has consistently increased participation from local businesses and nonprofit organizations by:

- Hosting "Community Corner" Local Nonprofit Tents
- Offering Local Businesses a presence in the Market Annex
- Provide opportunities for City Departments to connect and outreach to residents and visitors
- Cross-promotion of the Farmers' Market and local businesses
- Opportunities for local musicians to play at the Market

The Chamber has significantly increased the number and quality of farmers and certified producers. When the Chamber was awarded the contract to operate the market in 2010, more than half of the space was occupied by prepared food vendors. Currently, approximately 65-70% of the available booth space is occupied by agricultural products, while the remaining space is prepared food and other food products. We've added more Certified Organic producers; applying strict standards to that designation. Food vendors remain, with an emphasis of complementing and not competing with the menus of nearby local eateries.

Parking impacts have been addressed through formal agreements, a parking management plan and promotion of underutilized lots. We also promote Gold Line use.

The Chamber's local control of the market creates a multiplier effect on the local economy. Local jobs are created, local services used, and local sales taxes are generated by nearby businesses. This in turn increases revenues to the City General Fund.

Compensation to the City includes:

- 2% of Gross Revenues CIP Fund for capital improvements or maintenance, such as museum painting or plumbing repairs
- 5% of Gross Revenues to the General Fund as a “franchise fee”/right-of-way fee
- The Chamber contracts with an outside vendor to implement the approved traffic control plan each week (the City staff performed that function with the prior operator).

The following pages offer more detailed explanations of our approach.

We've proven we're the *local* option; we are excited and thrilled to continue!

South Pasadena Chamber of Commerce Operates the South Pasadena Farmers' Market

The celebrated South Pasadena Farmers' Market has been locally controlled for a decade, and it is best for the community that it continues to “stay local”.

The Chamber of Commerce is this community's business organization with the mission of improving the local economy, supporting local businesses and connecting people. Our interest in operating this Farmers' Market grew from the notion that we could create even better synergies through the Market – with businesses and neighbors, educators and students, sustainable outreach and citizens. We believe that keeping the revenues from the Farmers' Market *local* is one of the most sustainable and responsible actions the City can take. Keeping local control builds community and improves South Pasadena quality of life in uncountable ways.

The South Pasadena Chamber of Commerce continuing as the operator of the South Pasadena Farmers' Market is a natural fit.

Covid-19

The Farmers' Market made modifications and adjustments to its operation beginning in March, 2020 in response to the COVID-19 pandemic. The Market adjusted and responded to the changing mandates and restrictions issued by the Los Angeles County Department of Public Health. The Chamber was in constant communication with City officials, including City Manager, Police Chief and Fire Chief, on the weekly status of the Market. Among the changes made over the last 20+ months: increase in the space between booths, additional signage at the entrances to the Market and at each booth, creating 'in' and 'out' traffic flow at the booths, elimination of all sampling (unless in compliance with health requirements), additional staff to comply with social distance monitoring removal of all hot foods/cooking on site (then ultimately allowed to return), and a reduction in the Market hours. The Health Department has visited the Market on several occasions, and have noted no deficiencies and only minor adjustments to the modifications made. The Chamber and the Market staff continue to adhere to all guidelines and work hard to ensure that the staff, vendors and guests stay safe and well.

Farmers' Market Manager – A Key Component to a Successful Market

While the South Pasadena Chamber of Commerce has a substantial track record of being community focused and trusted, we realize that a Farmers' Market of this caliber needs a high level of expertise to run well.

Carole Gallegos has been with the South Pasadena Market since the fall of 2012. She is a very experienced and well-respected manager. She is also the manager of the Encino market, which takes place on Sunday mornings. She is consulted often by other market managers as well as communities and organizations who are in the process of improving existing markets. She also is very knowledgeable about all the requirements of both the L.A. County Agriculture Department, which oversees the farmers and other producers as well as the LA County Department of Public Health, which has jurisdiction over the prepackaged and prepared foods.

She has a real sense of the community and has been able to attract farmers and vendors that meet the needs of the local shoppers, and do not compete with local "brick-and-mortar" food establishments in South Pasadena.

Section One: Increasing Participation from Local Businesses and Nonprofit Organizations

As operator of the South Pasadena Farmers' Market, we continue to include participation from local businesses and nonprofit organizations:

- "Community Corner" local nonprofit tents
- Local Business participation in the Market Annex
- Special Events – designed to bring the community together
- Website links, co-op ads and other cross-promotion
- Inclusive policy favoring locals based on objective criteria
- Policies protecting local business from direct competition
- Farmers' Market "Good Neighbors" roundtable as needed

"Community Corner" — Local Nonprofit and City Tents

The Community Corner is tent space alongside the South Pasadena Historical Museum. These booths are offered with a fee waiver to the City of South Pasadena and any of its Boards or Commissions, and many locally based nonprofits. Space is also be available for a small fee to regional or national nonprofits whose mission concerns South Pasadena residents.

Many departments in the City of South Pasadena have participated in the

Community Corner and disseminated information and resources to the community, including environmental sustainability, recreational services, police department and others.

The Chamber has provided booth space for a number of local and regional community groups and organizations to promote their events, activities and outreach to the community.

Special Events

The Chamber of Commerce coordinates and presents special events throughout the year. These are designed to further involve the local community and provide opportunities to gather and enjoy the town. Included in these events are: Annual Huntington Hospital Flu Shot Clinic, Market Anniversary, Halloween at the Market, a bike-repair clinic and the popular Holiday tree lighting celebration.

Local Business Spotlights – The Market Annex

The Market Annex helps promote local businesses that offer environmental, health-living or food related products or services. Numerous businesses have found that this opportunity generates new business and an awareness in the community. These tents are available to local businesses for a fee on a per market basis. We plan to involve more businesses in this valuable opportunity by providing a time-share concept for local businesses that meet the criteria.

The Local Connection

The Chamber supports local businesses by affording them the opportunity to showcase their products and services at the weekly “Chamber Information Booth”. Staffed by local business owners, visitors are introduced to the city, and some of the unique shops and eateries in the downtown business district.

The local restaurants have discovered that their business revenues increase on Farmers’ Market nights. Customers stop in for a refreshing beverage or meal while enjoying the ambiance of the Market.

Internet Impact – SouthPasadenaFarmersMarket.org and Social Media

The website for the market, SouthPasadenaFarmersMarket.org, is visited often

for information on the farmers and vendors at the market, as well as providing information and applications for those who wish to sell their food products at the popular market. The followers of the market on social media continues to grow, with the Facebook page having the most followers of almost any market in southern California, with over 8,500 followers.

Inclusive Policy Favoring Locals Based on Objective Criteria

This is core to our mission as a Chamber of Commerce. Our Market Rules have been created specifically to promote local businesses and extend their opportunities to participate, while also ensuring that no direct competition from outsiders threatens their livelihoods. The policy will be all-inclusive for South Pasadena licensed businesses, with preferential treatment to those who support our nonprofit mission by joining as dues-paying members.

Prohibiting Direct Competitors to Local Businesses

Corollary to our pledge to support locals is our position that we should protect them from direct competitors. Our Market Rules have been written to focus prepackaged food stands on goods not already offered in surrounding and nearby eateries. Our selection of prepared food vendors will be sensitive to nearby restaurants so as not to offer similar menus.

Section Two: Increasing Community Awareness and Educational Opportunities of Sustainability

The Chamber's approach to managing the Market makes it a weekly local gathering spot, with a community exchange of information through educational, government and business channels. We support the local public schools and student groups by inviting them to participate in the Market to promote and bring awareness to their various causes and events. Recently, Compost Culture, which is operated by SPHS students, started having a booth at the Market weekly to collect food waste from residents, which is then taken to a local garden to become compost. The compost is, in turn, returned to local residents for use in their personal gardens. We coordinate with the City of South Pasadena to communicate with citizens on sustainable programs and environmentally friendly resources. And we encourage business and nonprofit entities to participate in the public forum.

Green Merchandise

Locally sourced, Farmers' Market branded reusable are sold, encouraging responsible shopping practices! In addition to offering shoppers a convenient carry-home market bag, these decorated canvas sacks also promote the South Pasadena Farmers' Market. Local companies and organizations have partnered with the Market, and offer other reusable bags and other accessories, including an innovative 'Bring-one-take-one' reusable bag exchange program.

Metro Gold Line Cross Promotion

The South Pasadena Farmers' Market continues to promote use of public transportation, including the Metro "L" (former Gold Line) in its publicity and on the website.

Community Dialogue

The Chamber and Market Manager are always available to the surrounding businesses to address any concerns raised. In addition, anyone wishing to participate in the market – entertainers, vendors, farmers – are in contact with the Chamber and the Manager to provide further information and guidance.

Marketing

Marketing for the South Pasadena Farmers' Market is synergistic with other Chamber initiatives for SouthPas destination marketing. Print ads and websites will cross promote, and the business district and Farmers' Market will share ad space wherever appropriate. In addition, a link from the Chamber website to the Farmers' Market website, SouthPasadenaFarmersMarket.org, allows site visitors to get information on both Chamber and Market activities. Consistent social media posts draw attention to new vendors, seasonal offerings, as well as information on any special events that are taking place. The website and social media also is updated with any current closures, or other important information for the public.

Section Three: An Appropriate Ratio Between Farmers and Food Vendors

The Chamber maintains the emphasis on an agriculture-oriented market. Approximately 70% of the Market space is allocated to certified farmers and producers. The remaining 30% is prepackaged and prepared-to-order food

vendors. The market layout of booth locations remains in compliance of health department and agricultural department regulations of separation of these types of vendors. Food vendors are selected with care to compliment and not compete with the menus of nearby local eateries.

Organic Produce

Certified organic producers are highlighted if they meet strict criteria. Specifically, any Producer who wishes to use the words “organic,” “organically grown,” “100% organic” or other similar terms in their product labeling must be in compliance with the requirements of the California Organic Products Act of 2003, Food and Agricultural Code and Health and Safety Code.

More Farmers than Prepared Food Vendors

The festive environment, delicious smells and potpourri of freshly prepared food is a hallmark of the current market and adds to the overall “vibe” of the market that is so attractive to local residents as well as visitors. This contributes to the many accolades and awards that Market receives. Recently, the South Pasadena Market has been recognized by the Pasadena Weekly, Beacon Media News and the Pasadena Star News in their respective “Best Farmers’ Market” category.

Section Four: Parking Issues

Parking is provided for shoppers and vendors at the Market through formal agreements and a parking management plan. Arrangements with nearby businesses and the owners of the former SPUSD lot have been created to help alleviate the parking impact on local residential streets.

Our parking management plan includes:

Parking agreements

We have secured parking agreement with the owners of the 899 El Centro St. building; this parking is dedicated to the large trucks and vehicles driven by farmers and vendors that won’t fit in the market footprint. Farmers’ Market shoppers are encouraged to use the Mission Meridian underground garage. We have an agreement with the owners of the property at 1020 El Centro Street to rent the lot for customer and staff parking. The agreement is flexible enough to allow the property owners to rent the lot out for major film productions and such.

Respect for Residential Parking

Parking impacts to nearby neighbors is minimized through good communications with all vendors and farmers that there is no parking allowed on Glendon Way, Meridian or El Centro in residential areas. A diligent effort is made each week by Market staff as well as the South Pasadena Police Department to locate the owners of vehicles parked in the market footprint prior to any cars being ticketed and/or towed.

Gold Line Ridership and Bike-to-Market

Promoting Metro Gold Line and other public transit use, riding bikes and walking help reduce parking impacts. Surveys have shown that over 50% of the shoppers in the Market are not South Pasadena residents. Many are commuters, and stop by for their groceries as they travel through town, either on the train, by car or bike.

Section Five: Revenue Streams to the City

The true beauty of retaining local control of the Farmers' Market is in the multiplier effect on the revenues. Local jobs are created, local services are used, and local sales taxes are generated¹. This in turn increases revenues to the City General Fund. This is one of the foundations of creating a sustainable local economy.

Prior to the Chamber receiving the contract to operate the Market, the City subsidized the Market without compensation. The Chamber has consistently provided financial compensation to the city for the operation of the Market.

City General Fund Contributions

- Zero cost to the City — The Chamber contracts with a traffic control company to effectively and accurately close the street and direct traffic in compliance with the approved traffic control plan.
- Business Licenses – all food vendors are required to obtain business licenses for the City of South Pasadena
- 5% of Gross Revenues for the “Right of Way” permits on which the market is operated
- 2% of Gross Revenues CIP Fund for capital improvements or

¹ Indirect sales tax impact from increase in local taxable sales of nearby businesses, restaurants and fueling stations, as well as certain Market vendors.

maintenance, such as museum painting or plumbing repairs

Support for the South Pasadena Preservation Foundation

The Chamber pays \$200 weekly to the South Pasadena Preservation Foundation for use of the restrooms in the Museum, a City-owned facility. The museum building is also used for the end-of-day close-out.

Chamber Board of Directors 2021-2022

Board Chair

Andrew Berk

Avison Young Commercial Real Estate

Immediate Past Chair

Sam Hernandez

Paradise General Contractors

Secretary

John Vandercook

South Pasadena Kiwanis

Treasurer

Kris Morrish

The Kutzer Company

Vice President–Economic Development

Steven P. Dahl

Dahl Architects, Inc.

Vice President – Membership

Michele Downing

Compass

Vice Presidents

Jamie Khuu Inzunza

Mamma's Brick Oven Pizza & Pasta

Karla Thompson, DDS

SmileHaus Orthodontics

Directors:

Jeff Burke

BurkeTriolo Studio

Ed Chen

Athens Services

Camille DePedrini

Camille DePedrini Boutique

Jason Mak

Golden Oaks Apartments

Elda Marquez

Lowell & Vanderbilt

SaraRose Orlandini

SugarMynt Gallery

Justin Prietto

Lost Parrot Cafe

Shawn Prokopec

Institute for the Redesign of Learning

Lawrence Sin

Core Benefits

Administration

Laurie Wheeler

President | CEO

ATTACHMENT 3
Memo – February 2, 2022 Council Meeting



City of South Pasadena City Manager's Office

Memo

Date: February 2, 2022

To: The Honorable City Council

Via: Arminé Chaparyan, City Manager

From: Mary Jerejian, Management Analyst

Re: February 2, 2022, City Council Meeting Item No. 14 Additional Document – Approval of a Five-Year Agreement with the South Pasadena Chamber of Commerce for the operation of the South Pasadena Farmers' Market

Attached is an additional document which provides an update the following items:

1. As an alternate option to the terms in the draft agreement, the South Pasadena Chamber of Commerce is also amenable to an agreement term of 3 years with option to extend for two years. This is in consideration of the major projects in the area that can potentially affect the Farmers' Market and the Parking Management Plan.
2. A scrivener's error has been found in the original staff report: The Chamber of Commerce began management of the Farmers' Market in 2010:

Background

The South Pasadena Farmers' Market was established in 1999 and has been operated by the South Pasadena Chamber of Commerce since ~~2004~~ 2010. The South Pasadena Farmers' Market has created a sustainable local economy, which promotes walkability and connectivity in the City.

3. When the Chamber was awarded their agreement to manage the Farmers' Market in 2010, they began collecting the 2% payments to be made quarterly to the Capital Improvement Account. There is currently \$31,437.60 in the account, and it is at the City's discretion of capital expenditures and improvements as noted in the agreement.

4. The Chamber is agreeable to looking at further diversifying the variety and offerings at the Farmers' Market.
5. A Parking Management Plan was established when the initial agreement was prepared. This includes arrangements with the (former) school district lot and the 899 El Centro Street property for use of those lots for parking, and use of the Gold Line is also encouraged. The Chamber of Commerce would be happy to revise the Plan for City review and amendments.
6. The Chamber of Commerce oversees the Farmers' Market operations and bears the cost of set up, break down, and traffic management. Street closure and traffic control is done by a contractor that is hired by the Chamber to set-up all electrical equipment and power cords, and to provide power to each vendor and farmer (vendors bring their own lights and power cords). The equipment belongs to the Chamber, but the City's power supply is used. The Chamber has arranged with local restaurants to utilize their dumpsters for Market trash. All staffing for the Market is paid for and managed through the Chamber. The City staff will assist if/when there are issues with any of the power receptacles, street issues, etc. The Police Department does take care of any violations of posted parking restrictions by ticketing, towing, etc.



City Council Agenda Report

ITEM NO. 14

DATE: April 20, 2022

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

PREPARED BY: Ken Louie, Interim Finance Director
Albert Trinh, Finance Manager
Stephanie Pinto, Management Assistant

SUBJECT: **Monthly Investment Report for February 2022**

Recommendation

It is recommended that the City Council receive and file the Monthly Investment Report for February 2022.

Background

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

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

Analysis

The Monthly Investment Report provides a detailed report of the City's investments in various bonds and the Local Agency Investment Fund (LAIF). The report provides assurance that the City is in compliance with California Government Code Section 53646, whereby the investment liquidity meets the City's expenditure requirements for the next six months.

In February 2022, the City transferred \$21,500,000 from LAIF to Zions to achieve better a return on the City's investments. Morgan Stanley/Western Asset Management are actively seeking investments to maximize return while maintaining compliance with the City's adopted investment policy. There is \$12,704,739 of uninvested cash held at Zions Bank that will be fully invested in March 2022.

Fiscal Impact

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

Commission Review and Recommendation

This item is not required to be reviewed by the Finance Commission.

Attachment: City Investment Report for February 2022

ATTACHMENT 1
City Investment Reports for February 2022

Exhibit A
City of South Pasadena
INVESTMENT REPORT
February 28, 2022

Investment Balances at Month End

INSTITUTION NAME	MATURITY DATE	CURRENT YIELD	PERCENT OF PORTFOLIO	COST	CURRENT MARKET VALUE *
LOCAL AGENCY INVESTMENT FUND:					
LAIF City	ON DEMAND	0.278%	41.19%	18,559,892.55	18,559,892.55
SUBTOTAL			41.19%	18,559,892.55	18,559,892.55
ZIONS BANK					
Corporate Bonds	See Exhibit B-1	2.68%	11.35%	5,116,786.67	4,975,207.68
Government Agency Securities	See Exhibit B-1	0.00%	0.00%	0.00	0.00
US Treasury Notes & Bonds	See Exhibit B-1	1.23%	45.52%	20,510,413.92	20,358,242.55
US Obligations Variable	See Exhibit B-1	0.41%	1.94%	874,953.20	875,577.57
SUBTOTAL			58.81%	26,502,153.79	26,209,027.80
TOTAL INVESTMENTS			100.00%	\$45,062,046.34	\$44,768,920.35

BANK ACCOUNTS:

Bank of the West Account Balance:	\$1,655,592.47
Zions Bank Uninvested Cash Balance ¹ :	\$12,704,738.71
Zions Bank Unsettled Transactions ¹	-
BNY Mellon Uninvested Cash Balance ²	158,309.35

Footnotes:

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

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

Required Disclosures:

Average weighted maturity of the portfolio	<u>481</u> DAYS
Average weighted total yield to maturity of the portfolio	<u>0.972%</u>
Projected Expenditures for the next 6 months:	
Projected with Prior Year Same Period:	\$ 22,656,817
Projected with FY 2022 Adopted Budget:	\$ 20,784,615

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

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

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



 Gary Pia, City Treasurer

03/24/2022

 Date

ZIONS BANK®

Exhibit B-1

Statement of Account

February 1, 2022 Through February 28, 2022

South Pasadena Custody

Account Number: [REDACTED]

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

[REDACTED]
[REDACTED]

[REDACTED]

Cash Reconciliation

	Income	Principal
<i>Opening Balance February 1, 2022</i>	\$ 371,415.92	\$ -371,415.92
Receipts		
Sales	0.00	0.00
Interest	-8,581.55	0.00
Dividends	5.55	0.00
Other Receipts	0.00	21,500,000.00
Collective Fund Earnings	0.00	0.00
Transfers	0.00	0.00
Total Receipts	-8,576.00	21,500,000.00
Disbursements		
Purchases	0.00	-9,602,716.54
Fees	0.00	0.00
Other Disbursements	0.00	-1,346.39
Transfers	0.00	0.00
Total Disbursements	0.00	-9,604,062.93
Net Cash Management	0.00	-11,887,361.07
<i>Closing Balance February 28, 2022</i>	\$ 362,839.92	\$ -362,839.92

Portfolio Summary

February 28, 2022	Portfolio %	Market Value	Projected Income	Current Yield
Cash & Equivalents	32.65%	12,704,738.71	1,270.47	0.01%
Fixed Income	67.35%	26,209,027.80	386,919.10	1.48%
<i>Total Portfolio</i>	100.00 %	38,913,766.51	388,189.57	1.00%
<i>Accrued Income</i>		88,980.34		
<i>Total Market Value</i>		39,002,746.85		

Holdings

Shares / PV	Asset Description		Cost	Price	Market Est	Ann Inc	Yield	Acc Income	
<u>Money Market Funds - Taxable</u>									
12,704,738.71	Fidelity Gov Port III FCGXX		12,704,738.71	1.00	12,704,738.71	1,270.47	0.01%	34.42	
12,704,738.71	* * Sub Totals * *		12,704,738.71		12,704,738.71	1,270.47	0.01%	34.42	
<u>Corporate Bonds (30/360)</u>									
170,000	Apple Inc	2.700%	05/13/2022	171,786.97	100.40	170,671.58	4,590.00	2.69%	1,371.87
170,000	Bristol-Myers Squ bb Co	2.000%	08/01/2022	170,502.37	100.31	170,533.32	3,400.00	1.99%	275.42
87,000	Visa Inc	2.150%	09/15/2022	87,954.39	100.63	87,545.05	1,870.50	2.14%	862.10
171,000	Chubb INA Holdings INC	2.875%	11/03/2022	173,060.55	100.93	172,589.88	4,916.25	2.85%	1,606.71
167,000	Lockheed Martin Corp	3.100%	01/15/2023	173,677.68	101.28	169,144.61	5,177.00	3.06%	650.74
168,000	Bank of New York Mellon	2.950%	01/29/2023	166,503.12	101.27	170,135.21	4,956.00	2.91%	429.15
125,000	Amazon Com Inc	2.400%	02/22/2023	123,210.00	101.00	126,245.00	3,000.00	2.38%	67.04
163,000	General Dynamics Corp	3.375%	05/15/2023	164,599.95	102.10	166,416.66	5,501.25	3.31%	1,613.50
84,000	Cisco Systems Inc	2.200%	09/20/2023	81,882.36	100.75	84,631.47	1,848.00	2.18%	825.92
165,000	Deere John Capital Corp	3.650%	10/12/2023	169,418.28	103.04	170,022.90	6,022.50	3.54%	2,321.52
160,000	State Street Corp	3.700%	11/20/2023	171,652.92	103.23	165,168.49	5,920.00	3.58%	1,653.63
160,000	Caterpillar Finl Svcs	3.750%	11/24/2023	171,264.18	103.75	165,994.67	6,000.00	3.61%	1,608.94
203,000	Truist Finl Corp	3.750%	12/06/2023	212,010.71	103.12	209,334.68	7,612.50	3.64%	1,786.17
80,000	MetLife Inc	3.600%	04/10/2024	84,162.84	103.51	82,805.77	2,880.00	3.48%	1,126.26
163,000	Comcast Corp New	3.700%	04/15/2024	174,127.48	103.66	168,972.40	6,031.00	3.57%	2,274.26
166,000	Texas Instrs Inc	2.625%	05/15/2024	169,439.74	101.78	168,956.75	4,357.50	2.58%	1,278.04
84,000	Paccar Financial Corp	2.150%	08/15/2024	88,918.20	100.45	84,379.56	1,806.00	2.14%	75.67
206,000	Unitedhealth Group Inc	2.375%	08/15/2024	219,958.43	101.42	208,933.22	4,892.50	2.34%	204.99
84,000	United Parcel Svcs Inc	2.200%	09/01/2024	85,232.61	100.66	84,557.86	1,848.00	2.19%	924.00
172,000	Coca Cola Co	1.750%	09/06/2024	176,934.68	100.20	172,343.97	3,010.00	1.75%	1,462.96
211,000	PNC Finl Svcs Group Inc	2.200%	11/01/2024	215,979.57	100.47	211,986.31	4,642.00	2.19%	1,543.01
166,000	Pepsico Inc	2.250%	03/19/2025	177,664.82	100.66	167,097.84	3,735.00	2.24%	1,679.71
169,000	Target Corp	2.250%	04/15/2025	178,401.47	100.68	170,147.58	3,802.50	2.23%	1,433.90
173,000	US Bancorp	1.450%	05/12/2025	178,575.79	97.86	169,301.53	2,508.50	1.48%	756.75

Holdings

Shares / PV	Asset Description		Cost	Price	Market Est	Ann Inc	Yield	Acc Income	
280,000	JPMorgan CHASE & CO	3.900%	07/15/2025	308,506.80	104.69	293,132.59	10,920.00	3.73%	1,372.63
195,000	Bank Of America Corp	3.875%	08/01/2025	221,628.03	104.74	204,235.94	7,556.25	3.70%	612.10
158,000	Home Depot Inc	3.350%	09/15/2025	177,930.91	103.93	164,217.18	5,293.00	3.22%	2,439.51
87,000	Prudential Finl Inc	1.500%	03/10/2026	88,725.21	97.88	85,155.60	1,305.00	1.53%	619.69
178,000	Procter & Gamble Co	1.000%	04/23/2026	177,521.18	96.19	171,224.95	1,780.00	1.04%	631.45
178,000	Schwab Charles Corp	1.150%	05/13/2026	178,776.08	96.07	171,000.84	2,047.00	1.20%	611.81
165,000	Intel Corp	2.600%	05/19/2026	176,779.35	102.01	168,324.27	4,290.00	2.55%	1,210.31
4,908,000	** Sub Totals **			5,116,786.67		4,975,207.68	133,518.25	2.68%	35,329.76
	<u>U.S. Treasury Notes & Bonds</u>								
1,157,000	U S Treasury Notes	1.875%	04/30/2022	1,160,824.84	100.25	1,159,942.25	21,693.75	1.87%	7,191.30
1,933,000	U S Treasury Notes	1.750%	07/15/2022	1,940,950.23	100.45	1,941,607.65	33,827.50	1.74%	4,111.63
1,835,000	U S Treasury Notes	1.750%	01/31/2023	1,842,513.47	100.65	1,846,969.71	32,112.50	1.74%	2,483.84
2,135,000	U S Treasury Notes	1.375%	06/30/2023	2,134,965.14	100.19	2,139,086.39	29,356.25	1.37%	4,784.58
1,188,000	U S Treasury Notes	0.250%	09/30/2023	1,173,488.71	98.31	1,167,952.50	2,970.00	0.25%	1,232.06
1,699,000	U S Treasury Notes	2.875%	11/30/2023	1,746,960.03	102.56	1,742,536.88	48,846.25	2.80%	12,077.37
719,000	U S Treasury Notes	2.125%	03/31/2024	713,017.92	101.33	728,577.08	15,278.75	2.10%	6,338.16
1,020,000	US Treasury N/B	2.000%	04/30/2024	1,029,538.00	101.07	1,030,877.28	20,400.00	1.98%	6,762.43
980,000	U S Treasury Notes	0.625%	10/15/2024	976,592.54	97.56	956,074.28	6,125.00	0.64%	2,288.46
894,000	U S Treasury Notes	0.500%	03/31/2025	896,517.16	96.60	863,618.30	4,470.00	0.52%	1,854.31
1,843,000	U S Treasury Notes	0.250%	06/30/2025	1,775,777.95	95.40	1,758,192.51	4,607.50	0.26%	750.95
750,000	U S Treasury Notes	0.375%	11/30/2025	732,333.75	95.16	713,730.75	2,812.50	0.39%	695.40
1,751,000	U S Treasury Notes	0.375%	01/31/2026	1,689,140.62	94.93	1,662,150.76	6,566.25	0.40%	507.89
725,000	U S Treasury Notes	0.750%	03/31/2026	721,912.95	96.17	697,218.00	5,437.50	0.78%	2,255.67
2,036,000	U S Treasury Notes	0.750%	08/31/2026	1,975,880.61	95.76	1,949,708.21	15,270.00	0.78%	0.00
20,665,000	** Sub Totals **			20,510,413.92		20,358,242.55	249,773.75	1.23%	53,334.05
	<u>U.S. Obligations Variable</u>								
874,000	U S Treasury Notes	0.415%	10/31/2023	874,953.20	100.18	875,577.57	3,627.10	0.41%	282.11
874,000	** Sub Totals **			874,953.20		875,577.57	3,627.10	0.41%	282.11

Holdings

Shares / PV	Asset Description	Cost	Price	Market Est	Ann Inc	Yield	Acc Income
39,151,738.71	** Grand Totals **	39,206,892.50		38,913,766.51	388,189.57	1.00%	88,980.34

Cash Summary

<i>Principal Cash</i>	-362,839.92
<i>Income Cash</i>	362,839.92
<i>Invested Income</i>	0.00

Account Transactions

Date	Description	Income	Principal	Carrying Value
	<i>Starting Balances</i>	\$ 371,415.92	\$ -371,415.92	\$ 18,014,387.77
	<u>Interest</u>			
02/01/2022	Interest Bank Of America Corp 3.8750% 08/01/25	3,778.13		
02/01/2022	Interest Bristol-Myers Squ bb Co 2.0000% 08/01/22	1,700.00		
02/03/2022	Purchase Accrued Interest U S Treasury Notes 1.8750% 04/30/22	-2,706.32		
02/11/2022	Purchase Accrued Interest Chubb INA Holdings INC 2.8750% 11/03/22	-1,338.31		
02/15/2022	Interest Paccar Financial Corp 2.1500% 08/15/24	903.00		
02/15/2022	Interest Unitedhealth Group Inc 2.3750% 08/15/24	2,446.25		
02/22/2022	Interest Amazon Com Inc 2.4000% 02/22/23	1,500.00		
02/28/2022	Interest U S Treasury Notes 0.7500% 08/31/26	3,375.00		
02/28/2022	Purchase Accrued Interest U S Treasury Notes 2.8750% 11/30/23	-6,710.44		
02/28/2022	Purchase Accrued Interest U S Treasury Notes 1.7500% 07/15/22	-2,229.17		
02/28/2022	Purchase Accrued Interest U S Treasury Notes 1.7500% 01/31/23	-1,363.07		
02/28/2022	Purchase Accrued Interest U S Treasury Notes 1.3750% 06/30/23	-2,642.17		
02/28/2022	Purchase Accrued Interest U S Treasury Notes 1.8750% 04/30/22	-3,772.79		
02/28/2022	Purchase Accrued Interest U S Treasury Notes 0.2500% 06/30/25	-404.61		
02/28/2022	Purchase Accrued Interest U S Treasury Notes 0.3750% 01/31/26	-283.96		
02/28/2022	Purchase Accrued Interest U S Treasury Notes 0.2500% 09/30/23	-678.26		
02/28/2022	Purchase Accrued Interest	-154.83		

Account Transactions

Date	Description	Income	Principal	Carrying Value
	U S Treasury Notes 0.4150% 10/31/23			
	Sub Total	-8,581.55	0.00	0.00
	<u>Dividends</u>			
02/01/2022	Dividend Fidelity Gov Port III FCGXX Interest From 01/01/2022 To 01/31/2022	5.55		
	Sub Total	5.55	0.00	0.00
	<u>Buys</u>			
02/03/2022	Buy U S Treasury Notes 1.8750% 04/30/22 550000 Par Val @ \$100.4023		-552,212.65	552,212.65
02/11/2022	Buy Chubb INA Holdings INC 2.8750% 11/03/22 171000 Par Val @ \$101.205		-173,060.55	173,060.55
02/28/2022	Buy U S Treasury Notes 2.8750% 11/30/23 944000 Par Val @ \$102.2695		-965,424.08	965,424.08
02/28/2022	Buy U S Treasury Notes 1.7500% 07/15/22 1048000 Par Val @ \$100.4492		-1,052,707.62	1,052,707.62
02/28/2022	Buy U S Treasury Notes 1.7500% 01/31/23 1007000 Par Val @ \$100.5898		-1,012,939.29	1,012,939.29
02/28/2022	Buy U S Treasury Notes 1.3750% 06/30/23 1179000 Par Val @ \$99.9727		-1,178,678.13	1,178,678.13
02/28/2022	Buy U S Treasury Notes 1.8750% 04/30/22 607000 Par Val @ \$100.2656		-608,612.19	608,612.19
02/28/2022	Buy U S Treasury Notes 0.2500% 06/30/25 993000 Par Val @ \$94.8086		-941,449.40	941,449.40
02/28/2022	Buy U S Treasury Notes 0.3750% 01/31/26		-922,745.68	922,745.68

Account Transactions

Date	Description	Income	Principal	Carrying Value
02/28/2022	979000 Par Val @ \$94.2539 Buy U S Treasury Notes 0.7500% 08/31/26 1136000 Par Val @ \$94.9492		-1,078,622.91	1,078,622.91
02/28/2022	Buy U S Treasury Notes 0.2500% 09/30/23 654000 Par Val @ \$98.0586		-641,303.24	641,303.24
02/28/2022	Buy U S Treasury Notes 0.4150% 10/31/23 474000 Par Val @ \$100.2027		-474,960.80	474,960.80
	Sub Total	0.00	-9,602,716.54	9,602,716.54
	<u>Disbursements</u>			
02/14/2022	Cash Disbursement Miscellaneous Disbursement Paid To : Morgan Stanley & Co. LLC Per Sec. 9 of the Custody Agreement-Inv#10823022040 dtd 02-09-22 Acct#255-138705		-1,346.39	
	Sub Total	0.00	-1,346.39	0.00
	<u>Receipts</u>			
02/23/2022	Cash Deposit Miscellaneous Receipt Deposit of additional funds by the City of South Pasadena		21,500,000.00	
	Sub Total	0.00	21,500,000.00	0.00
	<u>Cash Management</u>			
02/01/2022	Sweep - Buy Fidelity Gov Port III FCGXX 5483.68 Par Val @ \$1.00		-5,483.68	5,483.68
02/03/2022	Sweep - Sell Fidelity Gov Port III FCGXX Sold 554918.97 Par Val @ \$1.00		554,918.97	-554,918.97
02/11/2022	Sweep - Sell Fidelity Gov Port III FCGXX Sold 174398.86 Par Val @ \$1.00		174,398.86	-174,398.86
02/14/2022	Sweep - Sell		1,346.39	-1,346.39

Account Transactions

Date	Description	Income	Principal	Carrying Value
02/15/2022	Fidelity Gov Port III FCGXX Sold 1346.39 Par Val @ \$1.00 Sweep - Buy		-3,349.25	3,349.25
02/22/2022	Fidelity Gov Port III FCGXX 3349.25 Par Val @ \$1.00 Sweep - Buy		-1,500.00	1,500.00
02/23/2022	Fidelity Gov Port III FCGXX 1500 Par Val @ \$1.00 Sweep - Buy		-21,500,000.00	21,500,000.00
02/28/2022	Fidelity Gov Port III FCGXX 21500000 Par Val @ \$1.00 Sweep - Sell		8,892,307.64	-8,892,307.64
	Fidelity Gov Port III FCGXX Sold 8892307.64 Par Val @ \$1.00			
		Sub Total	0.00	-11,887,361.07
	Ending Balances	\$ 362,839.92	\$ -362,839.92	\$ 39,504,465.38

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

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

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

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

Exhibit B-2

**Funds and Investments
Held by Contracted (Third) Parties
February 28, 2022**

2016 Water Revenue Bonds

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

1	Cash		0.46	0.010%	0.46	0.010%		1	
2	Morgan Stanley Treasury Portfolio		158,308.89	0.250%	158,291.81	0.250%		1	
Subtotal Cash & Cash Equivalents		0.41%	158,309.35	0.250%	158,292.27	0.250%		1	
Total Project Fund			158,309.35	0.250%	158,292.27	0.250%		1	

Exhibit C

**February 28, 2022
Investment Report**

Summary of Invested Funds -- Last Day of the Month

MONTH	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
JULY	14,003,563	17,332,153	20,958,651	26,306,572	28,541,631	74,033,803	33,187,829	34,119,395	39,309,559	47,220,730
AUGUST	13,043,563	17,330,985	12,658,088	26,294,151	28,405,544	73,122,925	31,258,493	34,245,197	35,205,219	47,188,874
SEPTEMBER	11,783,420	16,331,557	19,715,369	22,058,959	27,049,892	70,952,657	31,219,168	34,211,588	35,108,138	50,651,612
OCTOBER	11,795,960	13,841,158	17,221,779	22,325,114	27,023,005	70,917,973	26,989,542	30,424,551	32,530,753	47,647,956
NOVEMBER	11,800,260	13,836,635	17,221,849	22,287,418	73,246,265	26,547,176	26,916,772	30,394,571	36,836,391	47,638,933
DECEMBER	11,805,140	16,837,192	20,603,990	22,253,300	71,499,585	28,949,643	27,028,835	30,398,333	36,824,546	51,976,067
JANUARY	11,816,031	18,846,359	26,309,319	27,399,997	71,229,735	32,878,042	35,305,506	30,183,446	43,433,939	56,735,289
FEBRUARY	13,818,580	18,845,663	26,260,788	30,108,605	71,084,575	33,013,420	34,571,287	35,784,459	43,636,405	44,768,920
MARCH	13,319,038	13,145,894	26,315,158	28,939,924	72,604,964	32,833,141	32,568,840	35,894,036	43,608,698	
APRIL	17,327,604	13,153,853	26,326,876	28,276,276	75,018,330	33,064,100	32,242,202	36,081,161	42,158,002	
MAY	19,327,983	23,452,878	26,310,240	28,429,928	76,053,277	32,879,674	36,925,478	34,133,626	42,180,215	
JUNE	19,323,510	22,452,628	29,289,712	26,594,581	75,918,587	33,102,349	38,922,757	34,218,755	42,164,581	



City Council Agenda Report

ITEM NO. 15

DATE: April 20, 2022

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

PREPARED BY: Sheila Pautsch, Community Services Director

SUBJECT: **Approval of Third Amendment to the Arroyo Seco Golf Course Operations Management Agreement with Donovan Bros. Golf, LLC**

Recommendation

It is recommended that the City Council approve the Third Amendment to the Arroyo Seco Golf Course (Golf Course) Operations Management Agreement (Agreement) with Donovan Bros. Golf, LLC (Donovan).

Background

The City of South Pasadena (City) entered into a Golf Course Agreement with Donovan in June of 2011. The First Amendment extended the term to seventy-two (72) months and provided an option to extend for an additional five-year period. A Second Amendment was entered in August of 2016 with an extension of three (3) years with no modifications to the Agreement. Since that time the Agreement has been mutually treated by the City and Donovan as a hold-over agreement. The proposed Amendment No. 3 will endorse the hold-over period and amend the terms of the Agreement and Amendments to extend and establish the term on a month-to-month basis.

Analysis

Staff recommends that the City Council approve the proposed Third Amendment to the Golf Course Operations Management Agreement. This will allow the agreement to continue on a month-to-month basis until terminated by either party. The City and Donovan have a 30-day written Notice of Termination. Donovan will ensure all personnel engaged in maintenance work will be paid subject to applicable prevailing wage requirements. A force majeure clause is being added to the Agreement. The remaining provisions of the Agreement and Amendments not otherwise in conflict shall remain in full effect.

With the increased popularity of golf during COVID as the first sport to open during the pandemic, the Golf Course had an excellent year. In fiscal year (FY) 2020-2021, the Golf Course had its best year. A total of 60,763 rounds of golf were played in FY 2020-2021 compared to the next highest year of 45,302 in FY 2013-2014. Mini golf was at a

high of 38,373 rounds of play. The overall net income to the City for FY 2020-2021 was \$689,468. Per the Agreement, the Management Incentive Fee of 15% of the increase over the FY 2011-12 income is payable to Donovan for FY 2020-2021 due to the annual net operating income increase. The increase over the FY 2011-12 income is \$410,577 resulting in \$61,586 due to Donovan. Donovan is agreeing to waive any rights to fees predating FY 2020-21.

Fiscal Impact

The fiscal impact of \$61,586 in Management Incentive Fee can be covered by the Golf Course revenue fund. No other fiscal impacts are anticipated with the approval of this amendment.

Attachment: Third Amendment to the Golf Course Operations Management Agreement

ATTACHMENT 1

Third Amendment Golf Course Operations Management Agreement

**THIRD AMENDMENT TO THE
GOLF COURSE OPERATIONS MANAGEMENT AGREEMENT**

This Third Amendment to the Golf Course Operations Management Agreement (hereinafter "Third Amendment") is made as of the 20th day of April, 2022 (the "Execution Date") by and between **The City of South Pasadena, California** (hereinafter referred to as "Owner") and **Donovan Bros. Golf, LLC** (hereinafter referred to as "Manager") to amend the terms of the Agreement, as amended by the First Amendment (defined below) and the Second Amendment (defined below), and to ratify the actions of the Parties in managing the Facility (as defined below) since July 1, 2020. Owner and Manager are referred to in this Amendment collectively as the "Parties" and individually as a "Party".

WITNESSETH:

WHEREAS, on or about June 22, 2011, Owner and Manager entered into a Golf Course Operations Management Agreement (hereinafter referred to as the "Agreement") for the management of the Arroyo Seco Golf Course ("Facility"); and

WHEREAS, on or about January 2, 2013, Owner and Manager entered into Amendment No. 1 to Agreement ("First Amendment") which extended the Term to a total of seventy-two months and provided an option to extend the term for an additional five-year period; and

WHEREAS, on or about August 17, 2016, City and Manager entered into Amendment No. 2 to Agreement ("Second Amendment") which extended the Term for an additional three (3) years with no other modification to the Agreement, and have previously mutually treated the Agreement as a hold-over agreement by mutual action of the Parties; and

WHEREAS, the Parties desire to amend the terms of the Agreement as amended by the First Amendment and the Second Amendment, ratify the hold-over period, and amend the terms of the Agreement as amended by the First Amendment and the Second Amendment for the purpose of extending the term on a month-to-month basis. All capitalized terms that are used but not defined in this Third Amendment shall have the meanings given to them in the Agreement as amended by the First Amendment and the Second Amendment.

NOW THEREFORE, the Parties agree as follows:

- a) The operation of the Agreement from July 1, 2020 to present has been continued on the Parties by mutual operation based on the terms of the Agreement as amended by the First Amendment and the Second Amendment.

- b) Section 8.1 (Term) of the Agreement is hereby amended to read as follows, superseding all other iterations of Section 8.1:

8.1 Term. The term of this Agreement ("Term") shall commence on the Execution Date and continue on a month-to-month basis until terminated.

- c) Section 8.3.1 of the Agreement is hereby amended to read as follows:

8.3.1 Owner may terminate this Agreement at any time and for any reason or no reason, in its sole and absolute discretion, upon thirty (30) calendar days' written notice to Manager. Upon such termination, Owner shall pay Manager all accrued but unpaid amounts due to Manager pursuant to the terms of this Agreement up to and including the termination date, and Owner shall also pay Manager the Termination Payment.

- d) Section 8.3.2 of the Agreement is hereby amended to read as follows:

8.3.2 Manager may terminate this Agreement at any time and for any reason or no reason, in its sole and absolute discretion, upon thirty (30) calendar days' written notice to Owner. Upon such termination, Owner shall pay to Manager all accrued but unpaid amounts due to Manager pursuant to the terms of this Agreement up to and including the termination date, but Manager shall not be entitled to receive from Owner the Termination Payment.

- e) Section 3.3.1 of the Agreement is hereby amended as follows:

3.3.1 In accordance with the approved Annual Business Plan and Annual Operating Budget, Manager shall hire, in its own name, supervise, control and discharge any personnel necessary to be employed in order to properly carry out the objectives of this Agreement, and fulfill Manager' s obligations under this Agreement. In the event that it is Manager' s standard practice to employ Facility personnel through a professional employment services subcontractor or employee leasing company, any employees of Manager and/ or the applicable professional employment services subcontractor or employee leasing company shall be referred to as employees of Manager in this Agreement. Manager shall ensure that all personnel engaged in maintenance work be paid subject to all applicable prevailing wage requirements pursuant to California Labor Code section 1771, and other applicable laws, rules, and regulations. Manager shall maintain registration with the Department of Industrial Relations at its own cost.

- f) Section 13 is hereby added to the Agreement as follows:

In the event either Party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, equipment or transmission failure or

damage reasonably beyond its control, or other causes reasonably beyond its control, such Party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.

- g) Pursuant to Section 10.3 of the Agreement, Manager is eligible for an Incentive Management Fee of fifteen percent (15%) of the NOI above the NOI for the first year of the Term (July 1, 2011, to June 30, 2012). To date, Manager has not requested the Incentive Management Fee, and Owner has not ever paid the Incentive Management

Fee. The Parties agree that Manager is entitled to an Incentive Management Fee of \$61,586.80 for the period beginning July 1, 2020, and ending June 30, 2021, which Owner shall pay to Manager promptly after the Parties sign and deliver this Third Amendment. The calculation of the Incentive Management Fee for the period beginning July 1, 2021, and ending June 30, 2022, which period has not concluded as of the date of this Third Amendment, is not intended to be addressed by this Third Amendment.

In order to address the past payment of all Incentive Management Fees potentially payable to Manager from commencement of the Agreement through June 30, 2021, Manager agrees to waive its rights to the Incentive Management Fee for the 2013-14 term, waive the right to payment for all other years for an Incentive Management Fee through the period ending June 30, 2020, and to accept payment of \$61,586.80 as full payment of all amounts due to Manager pursuant to Section 10.3 of the Agreement for the period beginning July 1, 2020, and ending June 30, 2021, and any claims for interest, costs, fees, attorney fees, and any other amount related to the Incentive Management Fees that Manager may be entitled to under the Agreement through June 30, 2021.

- h) **Remaining Provisions of the Agreement.** All other terms, conditions, and provisions of the Agreement as amended by the First Amendment and the Second Amendment, to the extent not modified by this Third Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF this Third Amendment is signed by the Parties on the date first above written.

APPROVED AS TO FORM

Andrew L. Jared
City Attorney

ATTEST

Christina Muñoz
Deputy City Clerk

Owner:

City of South Pasadena

Arminé Chaparyan
Title: City Manager
Date:

Manager:

Donovan Bros. Golf, LLC

Michael Donovan
Title:
Date:



City Council Agenda Report

ITEM NO. 16

DATE: April 20, 2022

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

PREPARED BY: Lucy Demirjian, Management Services Director
Christina Muñoz, Deputy City Clerk

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

Recommendation

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

Executive Summary

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

Fiscal Impact

The fiscal impact associated with preparation of minutes is accounted for in the City Clerk's Fiscal Year 2021 - 2022 operational budget.

Attachments:

1. November 03, 2021 Regular Meeting
2. November 17, 2021 Regular Meeting
3. December 01, 2021 Regular Meeting

ATTACHMENT 1
November 3, 2021 Minutes



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

MINUTES

WEDNESDAY, NOVEMBER 3, 2021 AT 7:00 PM

CALL TO ORDER:

The Regular Meeting of the South Pasadena City Council was called to order by Mayor Mahmud on Wednesday, November 3, 2021, at 7:00 p.m. The City Council Chamber are located at 1424 Mission Street, South Pasadena, California.

ROLL CALL

PRESENT

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

ABSENT

- Councilmember Jon Primuth

Christina Muñoz, Acting Deputy City Clerk, announced a quorum.

CITY STAFF Arminé Chaparyan, City Manager; Andrew Jared, City Attorney; Christina Muñoz, Acting Deputy City Clerk were present at Roll Call. Other staff

PRESENT: members presented reports or responded to questions as indicated in the minutes.

PLEDGE OF ALLEGIANCE

The Flag Salute was led by Councilmember Evelyn G. Zneimer

CLOSED SESSION ANNOUNCEMENTS

1. Closed Session Announcements

None

PUBLIC COMMENT

2. Public Comment - General

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

Live Public Comment:

- Sam Burgess expressed concern with the upkeep of the Caltrans owned homes.
- Alan Ehrlich discussed Mayor Mahmud’s investments in her Form 700; stated that the new Councilmembers elected haven’t made progress on social justice issues in the City.

Zoom Public Comment:

- Sirin Hallberg discussed a claim that she filed with the City pertaining to a fallen tree.

PRESENTATIONS

COMMUNICATIONS

3. Councilmembers Communications

Councilmember Zneimer discussed a recent meeting of the Cultural Heritage Commission; discussed a recent meeting with the Acting Public Works Director; discussed a recent meeting with South Pasadena School District.

Councilmember Donovan discussed a recent meeting of the Youth Commission; discussed a recent interaction with a resident.

Mayor Pro Tem Cacciotti discussed a recent meeting of the San Gabriel Valley Homelessness Committee; discussed an upcoming important vote regarding pollution; shared a photo of Public Works staff using electric lawn equipment; shared photos of a recent Halloween party at City Hall; shared a photo of a recent zoom meeting with City staff on the weekend; shared a photo of horse manure at the Arroyo Seco Trail; shared a photo of a Caltrans apartment unit that needs upkeep; shared photos of himself with residents in the City; shared a photo of Public Works staff working in the City; shared a photo of a recycling center; and, shared a flyer of the upcoming Community Bike Ride event.

Mayor Mahmud discussed a recent meeting of a SGVCOG committee regarding County redistricting; discussed recent meetings of the Affordable Care Act working group; discussed a recent meeting with SCAG pertaining to housing; and, discussed an upcoming meeting of the Clean Power Alliance.

4. City Manager Communications

City Manager Chaparyan introduced Management Analyst Mary Jerejian.

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

None

CONSENT CALENDAR

- 6. **APPROVAL OF GENERAL CITY WARRANTS IN THE AMOUNT OF \$634,899.98; SUPPLEMENTAL ACH PAYMENTS IN THE AMOUNT OF \$29,870.33; TRANSFERS IN THE AMOUNT OF \$38,889.40; PAYROLL IN THE AMOUNT OF \$579,890.36.**

Recommendation

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

- 7. **PRESENTATION OF CITY COUNCIL MEETING MINUTES**

Recommendation

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

- 8. **THIS ITEM WAS MOVED OUT-OF-ORDER FOR SEPARATE DISCUSSION.**

- 9. **THIS ITEM WAS MOVED OUT-OF-ORDER FOR SEPARATE DISCUSSION.**

- 10. **THIS ITEM WAS MOVED OUT-OF-ORDER FOR SEPARATE DISCUSSION.**

- 11. **THIS ITEM WAS MOVED OUT-OF-ORDER FOR SEPARATE DISCUSSION.**

- 12. **AUTHORIZATION TO ACCEPT GRANT AWARD IN THE AMOUNT OF \$50,000 FROM THE CALIFORNIA OFFICE OF TRAFFIC SAFETY FOR THE STRATEGIC TRAFFIC ENFORCEMENT PROGRAM**

Recommendation

It is recommended that the City Council:

1. Authorize the City Manager or designee to accept a grant award in the amount of \$50,000 from the California Office of Traffic Safety for the Strategic Traffic Enforcement Program into Revenue Account 101-0000-0000-5073-001;
2. Appropriate \$49,900 into 101-4010-4011-7050-000 Overtime – DUI Checkpoint and \$3,500 into 101-4010-4011-8022 OTS Grant Expenses.
3. Authorize the City Manager or designee to execute all necessary documents to accept the grant.

13. ADOPTION OF A RESOLUTION CONTINUING THE PROCLAMATION OF A LOCAL EMERGENCY DUE TO THE OUTBREAK OF COVID-19, AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTIONS AS THE DIRECTOR OF EMERGENCY SERVICES, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY

Recommendation

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

14. THIS ITEM WAS MOVED OUT-OF-ORDER FOR SEPARATE DISCUSSION.

COUNCIL ACTION AND MOTION

Mayor Pro Tem Cacciotti requested to pull Item No. 14.

Councilmember Zneimer requested to pull Item Nos. 8, 9, 10, and 11.

Acting Deputy City Clerk Muñoz noted written public comment was received for Item Nos. 8 and 13.

Mayor Mahmud noted that Item No. 7 includes an additional document.

A motion was made by Mayor Pro Tem Cacciotti, seconded by Councilmember Zneimer and approved by roll call vote to approve Consent Calendar Item(s) 6-7 and 12-13, as presented and amended.

Motion carried, 4-0.

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

8. DIRECTION TO FOREGO COLLECTION OF USER UTILITY TAX UNDERPAYMENT IN *ARCADIA, ET AL. V. SOUTHERN CALIFORNIA EDISON CORP.*

Recommendation

It is the recommendation of the Office of the City Attorney that the City Council take action to refrain from collecting past-due Utility Users Taxes (UUT) previously under-collected by Southern California Edison (SCE) in connection with the case titled Arcadia, et al. v. Southern California Edison Corp., and instead focus on ensuring that SCE accurately collects the correct amount of UUT going forward.

COUNCIL ACTION AND MOTION

Councilmember Zneimer asked if there was a cost-effective analysis before this was brought before the City Council; questioned why Southern California Edison is the collecting agency.

City Attorney Jared responded to City Council inquiries.

Mayor Mahmud provided a brief explanation as to why the City Council entered into the lawsuit.

Councilmember Zneimer recommended that the City withdraw from the lawsuit; requested that the item be moved to a future meeting; objected to the use of the word “past-due” in the recommended action and requested to use the word “previous”.

Mayor Pro Tem Cacciotti asked how much the City would be foregoing.

City Attorney Jared stated its around \$55,000 and responded to other City Council inquiries.

Mayor Mahmud opened the public comment period.

Written public comment:

Chris Bray expressed concern over recommended action.

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

There was a discussion regarding as to why the item was brought before the City Council.

A motion was made by Mayor Mahmud, seconded by Mayor Pro Tem Cacciotti and approved by roll call vote to approve the Item No. 8, as presented.

Motion carried, 3-1, with Councilmember Zneimer voting no.

9. AMENDING THE HOLIDAY SCHEDULE FOR THE PUBLIC SERVICE EMPLOYEE ASSOCIATION – FULL TIME UNIT AND THE UNREPRESENTED MANAGEMENT UNIT

RESOLUTION

A RESOLUTION OF THE CITY OF SOUTH PASADENA AMENDING THE PUBLIC SERVICE EMPLOYEE ASSOCIATION – FULL TIME MEMORANDUM OF UNDERSTANDING FOR FISCAL YEARS 2019-2022 TO CLARIFY LANGUAGE REGARDING THE THANKSGIVING HOLIDAY

RESOLUTION

A RESOLUTION OF THE CITY OF SOUTH PASADENA AMENDING UNREPRESENTED MANAGEMENT EMPLOYEE BENEFITS LISTING AND MANAGEMENT SALARY SCHEDULE NO. 7626 TO CLARIFY LANGUAGE REGARDING THE THANKSGIVING HOLIDAY

COUNCIL ACTION AND MOTION

Councilmember Zneimer pointed out a minor typo that needed to be corrected in the resolution.

Mayor Mahmud opened the public comment period.

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

A motion was made by Councilmember Zneimer, seconded by Mayor Pro Tem Cacciotti and approved by roll call vote to approve the Item No. 9, as amended.

Motion carried, 4-0.

10. 2021-2029 HOUSING ELEMENT: RECOMMENDED STRATEGY AND SCHEDULE CHANGE IN RESPONSE TO THE PASSAGE OF AB1398

Recommendation

It is recommended that the City Council approve the revised strategy for adoption of the 2021-2029 General Plan Housing Element in response to the recent adoption of AB1398.

COUNCIL ACTION AND MOTION

Housing Element Project Manager Bar made a presentation and provided an overview of the item.

Councilmember Zneimer noted minor typos in the recommended action and the staff report; inquired about the review and certification process of the housing element; asked what a “meta” schedule means.

Mayor Pro Tem Cacciotti discussed several key initiatives that are going on at the same time, including the adoption of the housing element.

There was a discussion amongst the City Council on the schedule towards adoption.

Housing Element Project Manager Bar responded to City Council inquiries.

Mayor Mahmud opened the public comment period.

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

A motion was made by Mayor Pro Tem Cacciotti, seconded by Councilmember Zneimer and approved by roll call vote to approve Item No. 10, as presented.

Motion carried, 4-0.

11. APPROPRIATION OF FUNDS FOR ARCHITECTURAL SERVICES

Recommendation

It is recommended that the City Council appropriate \$40,000 for payment to Architectural Resources Group (ARG) for the development of design standards and guidelines for Accessory Dwelling Units (ADUs) on historic properties.

COUNCIL ACTION AND MOTION

Councilmember Zneimer inquired what “in-kind staff time” meant.

City Manager Chaparyan noted it’s the staff’s time working on the project.

Mayor Mahmud opened the public comment period.

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

A motion was made by Councilmember Zneimer, seconded by Mayor Pro Tem Cacciotti and approved by roll call vote to approve Item No. 11, as presented.

Motion carried, 4-0.

14. RECOMMENDATION TO JOIN THE SAN GABRIEL VALLEY REGIONAL FOOD RECOVERY PROGRAM

Recommendation

It is recommended that the City Council:

1. Approve participation in the Regional Food Recovery Program led by the San Gabriel Valley Council of Governments (SGVCOG) to comply with the edible food recovery component of Senate Bill 1383.
2. Appropriate \$60,705 in General Fund Undesignated Reserves to Public Works Environmental Services Account Number 101-6010-6015-8020-000 (Special Department Expense) to fund South Pasadena’s portion of the SGVCOG agreement.

COUNCIL ACTION AND MOTION

Water Conservation & Sustainability Analyst Kasparian provided an overview of the staff report.

Mayor Pro Tem Cacciotti inquired who are food generators.

Councilmember Zneimer inquired if composting emits methane gas.

Water Conservation & Sustainability Analyst Kasparian responded to City Council inquiries.

Mayor Mahmud opened the public comment period.

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

A motion was made by Mayor Pro Tem Cacciotti, seconded by Councilmember Zneimer and approved by roll call vote to approve Item No. 14, as presented.

Motion carried, 4-0.

PUBLIC HEARING

15. FIRST READING AND INTRODUCTION OF AN ORDINANCE, AMENDING CHAPTER 16 (GARBAGE AND WASTE) AND CHAPTER 2 (ADMINISTRATION) OF THE SOUTH PASADENA MUNICIPAL CODE TO IMPLEMENT A MANDATORY ORGANIC WASTE DISPOSAL REDUCTION

ORDINANCE AS REQUIRED BY SB 1383 AND CALRECYCLE

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING SOUTH PASADENA MUNICIPAL CODE SECTION 16.1 (“DEFINITIONS”), SECTION 16.3 (“ILLEGAL ACCUMULATIONS”), SECTION 16.5 (“COLLECTION AND REMOVAL GENERALLY”), SECTION 16.13 (“TRANSPORTATION ALONG STREETS”), SECTION 16.14 (“PILING OF BRUSH, TREE, ETC., TRIMMINGS AND STUMPS”), SECTION 16.17 (“GENERALLY”), SECTION 16.18 (“LOCATION”), SECTION 16.19 (“UNAUTHORIZED REMOVAL OR INTERFERENCE WITH”), AND SECTION 16.22 (“COVERING OF GARBAGE RECEPTACLES; WRAPPING GARBAGE”) OF CHAPTER 16 (“GARBAGE AND WASTE”) RELATING TO MANDATORY ORGANIC WASTE DISPOSAL AND ADDING A NEW ARTICLE V (ORGANIC WASTE DISPOSAL) TO CHAPTER 16 (“GARBAGE AND WASTE”) CONSISTENT WITH THE STATE’S MODEL MANDATORY ORGANIC WASTE DISPOSAL REDUCTION ORDINANCE AND ADDING A NEW SECTION 2.99-29C (“RECOVERED ORGANIC WASTE PRODUCT AND RECYCLED-CONTENT PAPER PROCUREMENT REQUIREMENTS”) OF CHAPTER 2 (“ADMINISTRATION”) OF THE SOUTH PASADENA MUNICIPAL CODE RELATING TO RECYCLED AND ORGANIC WASTE PROCUREMENT

Recommendation

It is recommended that the City Council read by title only for first reading, waiving further reading, and introduce an ordinance to amend Chapter 16 and Chapter 2 of the South Pasadena Municipal Code (SPMC) to implement a Mandatory Organic Waste Disposal Reduction Ordinance as required by SB 1383 and CalRecycle, within the City of South Pasadena.

COUNCIL ACTION AND MOTION

Acting Public Works Director Gerber made a presentation and provided an overview of the item.

Mayor Mahmud noted that an updated ordinance was included in the additional documents.

Councilmember Zneimer inquired how enforcement is accomplished; inquired about the colored bins provided to residents.

Councilmember Donovan inquired how material will be separated in modified bins.

Mayor Mahmud inquired that under these new regulations, enforcement can take place if there is co-mingling of waste; inquired about the time period for residents to comply; inquired about public outreach; inquired about the fine amount levels.

Acting Public Works Director Gerber responded to City Council inquiries.

There was a discussion as to what would be considered organic waste.

Mayor Pro Tem Cacciotti inquired about the multiple tiers referenced in the ordinance; inquired about the barrels being provided by the City.

Councilmember Zneimer inquired if the new regulations will increase costs from Athens Services; inquired if the City's credits received will be affected by the new regulations.

City staff responded to City Council inquiries.

City Attorney Jared noted changes in the proposed ordinances that was provided by staff in the additional documents.

Mayor Mahmud noted that additional changes will need to be made in the ordinance when it comes for second reading.

Mayor Mahmud opened the public hearing.

Sam Burgess stated that apartment buildings will have a difficult time storing these additional bins; asked if the City will be provided colored bins on the street.

A member of the public asked if the City is paying for the material recovery facility (MRF).

Mayor Mahmud and City staff briefly responded to comments.

Christian Warner, Athens Services, responded to several points made during the item discussion.

Mayor Pro Tem Cacciotti inquired about waste characterizations.

Councilmember Zneimer inquired if trash bins at public parks are included in waste characterization.

Mayor Mahmud requested that Athens Services provide notice to City staff when they are out notifying multi-unit complexes and businesses of the new regulations.

Mayor Pro Tem Cacciotti inquired about the use of electric equipment.

Christian Warner, Vice President of Athens, responded to City Council inquiries.

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

Mayor Mahmud requested to relabel the term, “garbage and waste” to “organic waste and non-organic waste” and define non-organic waste as any type of waste that is not organic.

City Attorney Jared requested that change be made to the chapter heading, with staff analyzing the remaining ordinance for any applicable change.

There was a discussion about the definition of “waste”.

City Attorney Jared recommended bringing back a modified ordinance for first reading at the next City Council meeting so that staff has time to make all the requested and necessary changes.

A motion was made by Mayor Mahmud, seconded by Mayor Pro Tem Cacciotti and approved by roll call vote to continue the public hearing to the November 17, 2022 City Council meeting.

Motion carried, 4-0.

ACTION / DISCUSSION

None

INFORMATION REPORTS

None

ADJOURNMENT

There being no further matters, Mayor Mahmud adjourned the meeting of the City Council at 9:54 PM, to the next Regular City Council meeting scheduled on Wednesday, November 17, 2021.

Respectfully submitted:

Christina Muñoz
Deputy City Clerk

APPROVED

MICHAEL A. CACCIOTTI
MAYOR

Attest:

Christina Muñoz
Deputy City Clerk

ATTACHMENT 2
November 17, 2021 Minutes



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

MINUTES

WEDNESDAY, NOVEMBER 17, 2021 AT 7:00 PM

CALL TO ORDER:

The Regular Meeting of the South Pasadena City Council was called to order by Mayor Mahmud on Wednesday, November 7, 2021, at 7:04 p.m. The City Council Chamber are located at 1424 Mission Street, South Pasadena, California.

ROLL CALL

PRESENT

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

ABSENT

Christina Muñoz, Acting Deputy City Clerk, announced a quorum.

CITY STAFF PRESENT: Arminé Chaparyan, City Manager; Andrew Jared, City Attorney; Christina Muñoz, Acting Deputy City Clerk were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

PLEDGE OF ALLEGIANCE

The Flag Salute was led by Mayor Pro Tem Michael Cacciotti.

CLOSED SESSION ANNOUNCEMENTS

1. Closed Session Announcements

A. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION

Government Code sec. 54956.9(d)(1)

Owen Cliff Snider v. City of South Pasadena, UPC Case No. LA-CE-1800-M

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

B. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION

Government Code sec. 54956.9(d)(1)

City of South Pasadena v. The Dow Chemical Company, et al.,
Case No. 2:20-cv-07765-MWF-(SP)

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

C. CONFERENCE WITH LEGAL COUNSEL: LIABILITY CLAIMS

(Government Code sec. 549561)

Claimant: Lili Zhang

Agency Claimed Against: City of South Pasadena

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

D. CONFERENCE WITH LEGAL COUNSEL: LIABILITY CLAIMS

(Government Code Section 54956.9(d)(2):

Number of matters: 1

City Attorney Jared reported that Council met in Closed Session to receive a briefing on the item. He stated that Councilmember Primuth did not participate in this item. He noted direction was provided to the City Attorney’s Office but no action was taken in closed session.

The City Council recessed closed session at 6:58 p.m.

PUBLIC COMMENT

2. PUBLIC COMMENT - GENERAL

Mayor Mahmud announced public comments are intended to address matters not on the agenda for the meeting. Members of the public have the option of emailing, participating

via Zoom (audio), or speaking in-person to address the City Council, as listed on the agenda.

Live Public Comment:

- Walter Quinn expressed concern with the South Pasadena Police Department.
- Chris Bray discussed a letter he sent to the City in 2019 pertaining to City employees leaving the City.
- John Srebalus express sun downtown resolution.

PRESENTATIONS

3. INTRODUCTION OF STAFF

Finance Director Louie introduced New Accountant Ani Sargsyan.

COMMUNICATIONS

4. COUNCILMEMBERS COMMUNICATIONS

Councilmember Zneimer shared photos of her volunteering to build the South Pasadena Rose Parade float.

Councilmember Donovan discussed a recent meeting of the Lease Ad-Hoc Committee.

Councilmember Primuth discussed a recent meeting of the Mobility and Transportation Infrastructure Commission.

PUBLIC HEARING

ITEM 13 WAS HEARD AT 7:30 PM PER ELECTIONS CODE 21607.1.(D)

13. PUBLIC HEARING TO RECEIVE PUBLIC INPUT REGARDING COMMUNITIES OF INTEREST RELATED TO REDISTRICTING FOR SOUTH PASADENA CITY COUNCIL DISTRICTS

Recommendation

It is recommended that the City Council:

1. Receive a report on the redistricting process and permissible criteria to be considered to redraw district boundaries; and

2. Conduct a public hearing to receive public input regarding communities of interest.

COUNCIL ACTION AND MOTION

Management Services Director Demirjian introduced the item.

Assistant City Attorney Giragosian and Ken Chawkins, National Demographic Corporation, provided a presentation and an overview of the item.

Councilmember Primuth discussed the City’s current district map and inquired about the rationale behind choosing that map in 2017.

There was a discussion amongst the City Council on the boundary lines in the current district map.

Mayor Mahmud opened the public hearing.

With no requests to speak, Mayor Mahmud closed the public hearing.

Mayor Pro Tem Cacciotti inquired if the City’s current map is contiguous and compact.

Mayor Mahmud inquired how increased state-mandated future housing will impact the map.

Councilmember Primuth agreed with planning for future housing growth in the map; discussed how the commercial areas should be split up between the districts.

Assistant City Attorney Giragosian and Mr. Chawkins responded to City Council inquiries.

4. CONTINUED COUNCILMEMBERS COMMUNICATIONS

Motion by Mayor Pro Tem Cacciotti, seconded by Mayor Mahmud, to address a letter to District Attorney Gascon regarding a local crime in South Pasadena where the defendants were recently released.

Mayor Pro Tem Cacciotti shared a photo of Larry Abelson at a recent Mobility and Transportation Infrastructure Commission; shared a photo of the “no gas at South Pas” event, shared a photo of Public Works staff painting; shared a photo of a electric truck; shared a photo of a local scout group; shared a photo of himself and a City of Duarte Councilmember; shared a photo of Fay Liu and her book; and, shared a photo of a visit to the Los Angeles County Department of Public Health.

Mayor Mahmud discussed a recent meeting at San Gabriel Valley Council of Governments (SGVCOG) pertaining to County redistricting; discussed a recent meeting of the SGVCOG Transportation Committee; discussed a recent ACA 7 working group meeting and a potential measure regarding local control; and, discussed a recent meeting of the Planning Commission.

5. CITY MANAGER COMMUNICATIONS

City Manager Chaparyan thanked the City Council for their support during her first 6 months; and, wished her daughter a happy birthday.

6. REORDERING OF, ADDITIONS, OR DELETIONS TO THE AGENDA

Mayor Mahmud requested to move Item No. 11 to a future City Council meeting.

CONSENT CALENDAR

- 7. **APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$116,233.85; GENERAL CITY WARRANTS IN THE AMOUNT OF \$264,769.36; SUPPLEMENTAL ACH PAYMENTS IN THE AMOUNT OF \$328,166.17; VOIDS IN THE AMOUNT OF (\$3,810.91); PAYROLL IN THE AMOUNT OF \$622,296.68.**

Recommendation

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

- 8. **PRESENTATION OF CITY COUNCIL MEETING MINUTES**

Recommendation

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

- 9. **THIS ITEM WAS MOVED OUT-OF-ORDER FOR SEPARATE DISCUSSION.**

- 10. **APPROVAL OF 2022 CITY COUNCIL MEETING SCHEDULE**

Recommendation

It is recommended that the City Council approve a City Council meeting schedule for the 2022 calendar year.

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

- 12. **APPOINTMENT OF ROBERT JOE TO MOSQUITO VALLEY VECTOR CONTROL DISTRICT (DISTRICT) BOARD OF TRUSTEES**

Recommendation

It is recommended that the City Council re-appoint Robert Joe to serve as the City's representative to the San Gabriel Valley Mosquito and Vector Control District (District) Board of Trustees effective January 1, 2022, for a second two-year term.

COUNCIL ACTION AND MOTION

Mayor Pro Tem Cacciotti requested to pull Item No. 9.

Mayor Mahmud noted that Item No. 8 includes an additional document; and, requested to move Item No. 11 to a future City Council meeting.

A motion was made by Mayor Pro Tem Cacciotti, seconded by Councilmember Zneimer and approved by roll call vote to approve Consent Calendar Item(s) 7-8, 10, and 12, as presented and amended.

Motion carried, 5-0.

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

9. MONTHLY INVESTMENT REPORT FOR SEPTEMBER 2021

Recommendation

It is recommended that the City Council receive and file the Monthly Investment Report for September 2021.

COUNCIL ACTION AND MOTION

Mayor Pro Tem Cacciotti complimented the City's earnings/yield and shared a graphic of other agencies in comparison.

Councilmember Zneimer recommended pulling funds from Local Agency Investment Fund LAIF to invest funds with a high yield.

Finance Director Louie responded to City Council inquiries.

A motion was made by Mayor Pro Tem Cacciotti, seconded by Councilmember Zneimer and approved by roll call vote to approve Item No. 9, as presented.

Motion carried, 5-0.

PUBLIC HEARING (CONTINUED)

- 14. FIRST READING AND INTRODUCTION OF AN ORDINANCE, AMENDING CHAPTER 16 (GARBAGE AND WASTE) AND CHAPTER 2 (ADMINISTRATION) OF THE SOUTH PASADENA MUNICIPAL CODE TO IMPLEMENT A MANDATORY ORGANIC WASTE DISPOSAL REDUCTION ORDINANCE AS REQUIRED BY SB 1383 AND CALRECYCLE**

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING SOUTH PASADENA MUNICIPAL CODE SECTION 16.1 (“DEFINITIONS”), SECTION 16.3 (“ILLEGAL ACCUMULATIONS”), SECTION 16.5 (“COLLECTION AND REMOVAL GENERALLY”), SECTION 16.13 (“TRANSPORTATION ALONG STREETS”), SECTION 16.14 (“PILING OF BRUSH, TREE, ETC., TRIMMINGS AND STUMPS”), SECTION 16.17 (“GENERALLY”), SECTION 16.18 (“LOCATION”), SECTION 16.19 (“UNAUTHORIZED REMOVAL OR INTERFERENCE WITH”), AND SECTION 16.22 (“COVERING OF GARBAGE RECEPTACLES; WRAPPING GARBAGE”) OF CHAPTER 16 (“GARBAGE AND WASTE”) RELATING TO MANDATORY ORGANIC WASTE DISPOSAL AND ADDING A NEW ARTICLE V (ORGANIC WASTE DISPOSAL) TO CHAPTER 16 (“GARBAGE AND WASTE”) CONSISTENT WITH THE STATE’S MODEL MANDATORY ORGANIC WASTE DISPOSAL REDUCTION ORDINANCE AND ADDING A NEW SECTION 2.99-29C (“RECOVERED ORGANIC WASTE PRODUCT AND RECYCLED-CONTENT PAPER PROCUREMENT REQUIREMENTS”) OF CHAPTER 2 (“ADMINISTRATION”) OF THE SOUTH PASADENA MUNICIPAL CODE RELATING TO RECYCLED AND ORGANIC WASTE PROCUREMENT

Recommendation

It is recommended that the City Council read by title only for first reading, waiving further reading, and introduce an ordinance to amend Chapter 16 and Chapter 2 of the South Pasadena Municipal Code (SPMC) to implement a Mandatory Organic Waste Disposal Reduction Ordinance as required by SB 1383 and CalRecycle, within the City of South Pasadena.

COUNCIL ACTION AND MOTION

Water Conservation & Sustainability Analyst Kasparian made a presentation and provided an overview of the item.

Mayor Mahmud inquired how to dispose of cooking oil with the new regulations.

Councilmember Zneimer stated that residents in the hillside have different colored trash containers; and, asked if Athens will be providing new containers.

Mayor Pro Tem Cacciotti requested that public outreach include simple pictures to show how to properly separate and dispose waste.

Mayor Mahmud re-opened the public hearing.

With no requests to speak, Mayor Mahmud closed the public hearing.

City Attorney Jared noted minor revisions to the ordinance in the additional documents.

A motion was made by Mayor Pro Tem Cacciotti, seconded by Councilmember Donovan and approved by roll call vote to approve Item No. 15, as presented.

Motion carried, 5-0.

Mayor Mahmud thanked City staff for their work on this item.

ACTION / DISCUSSION

15. 2021-2029 PUBLIC REVIEW DRAFT GENERAL PLAN HOUSING ELEMENT

Recommendation

It is recommended that the City Council provide comments and suggestions to staff for revising the Public Review Draft Housing Element in preparation of a final draft.

COUNCIL ACTION AND MOTION

Housing Element Project Manager Elizabeth Bar-El and Amy Sinsheimer, PlaceWorks, made a presentation and provided an overview of the item.

Councilmember Primuth discussed the public draft sites inventory and inquired how density housing is determined.

Mayor Pro Tem Cacciotti inquired if the Ostrich Farm area was re-zoned.

Councilmember Primuth inquired on the response of property owners who will have to have their sites rezoned.

Mayor Pro Tem Cacciotti referenced the Carrows Restaurant property at 815 Fremont Ave and inquired on its project status.

Mayor Mahmud inquired when the City would be able to administer an ADU amnesty program; and, discussed the implementation of SB 9 & SB 10 and their impacts on future housing.

City staff responded to City Council inquiries.

Mayor Mahmud opened the public comment period.

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

Councilmember Primuth thanked City staff for their work on this item; provided a background on the formula used to determine the RHNA numbers for South Pasadena and noted that agencies with high quality transit were given higher numbers to meet.

Mayor Mahmud reiterated Councilmember Primuth's thoughts and noted this prohibit local governments from developing quality transit in the future; thanked City staff for their work on the item; and, encouraged the public to submit public comments by December 6, 2021.

16. UPDATE ON STATE AND PASADENA AREA COMMUNITY COLLEGE REDISTRICTING AND DIRECTION ON DRAFT MAPS

Recommendation

It is recommended that the City Council:

1. Receive an update on the State Redistricting process and provide the City Manager and staff direction to submit comments regarding the visualizations and draft maps being considered for legislative districts affecting South Pasadena; and
2. Receive an update on the Pasadena Area Community College District (PACCD) redistricting process and provide the City Manager and staff direction to submit comments regarding the visualizations and draft maps.

COUNCIL ACTION AND MOTION

Management Services Director Demirjian made a presentation and provided an overview of the item.

Councilmember Zneimer referenced State Assembly District map (AD 210) and inquired what areas of San Bernardino County could be removed to ensure that South Pasadena is grouped with Pasadena and San Marino.

Management Services Director Demirjian responded to City Council inquiries.

Mayor Mahmud opened the public comment period.

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

The City Council reached consensus to support Plan A, B1, or B2 for the Pasadena Area Community College District map.

The City Council reached consensus to support Congressional District map CD 210.

The City Council reached consensus to support State Senate District map SD 210.

There was a discussion amongst the City Council regarding State Assembly District map AD 210 and its inclusion of areas in San Bernardino County.

The City Council reached consensus to support a State Assembly District map AD 210 that excludes the San Bernardino County Mountain communities so that South Pasadena can be included.

INFORMATION REPORTS

None

ADJOURNMENT

There being no further matters, Mayor Mahmud adjourned the meeting of the City Council at 10:15 PM, to the next Regular City Council meeting scheduled on Wednesday, December 1, 2021.

Respectfully submitted:

Christina Muñoz
Deputy City Clerk

APPROVED

MICHAEL A. CACCIOTTI
MAYOR

Attest:

Christina Muñoz
Deputy City Clerk

ATTACHMENT 3
December 01, 2021 Minutes



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

MINUTES

WEDNESDAY, DECEMBER 1, 2021 AT 7:00 PM

CALL TO ORDER:

The Regular Meeting of the South Pasadena City Council was called to order by Mayor Mahmud on Wednesday, December 1, 2021, at 7:00 p.m. The City Council Chamber are located at 1424 Mission Street, South Pasadena, California.

ROLL CALL

PRESENT

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

ABSENT

Christina Muñoz, Deputy City Clerk, announced a quorum.

CITY Arminé Chaparyan, City Manager; Andrew Jared, City Attorney; Christina

STAFF Muñoz, Deputy City Clerk were present at Roll Call. Other staff members

PRESENT: presented reports or responded to questions as indicated in the minutes.

PLEDGE OF ALLEGIANCE

The Flag Salute was led by Councilmember Jack Donovan.

CLOSED SESSION ANNOUNCEMENTS

1. Closed Session Announcements

A. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION

Government Code sec. 54956.9(d)(1)
City of South Pasadena v. The Dow Chemical Company, et al.,
Case No. 2:20-cv-07765-MWF-(SP)

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

B. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION

Government Code sec. 54956.9(d)(1)
City of South Pasadena, et al. v. California Department of Transportation, et al.
(LASC Case No. 21STCP01779)

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

C. CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION – City Initiating

(Government Code Section 54956.9(d)(4)
Number of cases: One

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

D. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Government Code Section: 54956.8)
Property Address: 920 Lohman Lane
Agency Negotiator: City Manager, Armine Chaparyan
Negotiating Parties: John Letts
Under Negotiations: Price and Terms

City Attorney Jared reported that Council met in Closed Session to receive a briefing on the item. He noted direction was provided to the City Attorney’s Office and Real Property Negotiators but no action was taken in closed session.

E. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Government Code Section: 54956.8)
Property Address: 1503-1507 El Centro Street, South Pasadena
Agency Negotiator: City Manager, Armine Chaparyan
Negotiating Parties: Stephan Goodwin and Sally Smythe
Under Negotiations: Price and Terms

City Attorney Jared reported that Council met in Closed Session to receive a briefing on the item. He noted direction was provided to the City Attorney’s Office and Real Property Negotiators but no action was taken in closed session.

The City Council recessed closed session at 6:55 p.m.

PUBLIC COMMENT

2. Public Comment - General

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

Live Public Comment:

- Walter Quinn expressed concern with the South Pasadena Police Department.
- Jose L. Zavala discussed the upcoming annual South Pasadena Tiger Run on December 4th.
- Nichole Hofstad requested the installation of a rectangular rapid flashing beacon on the intersection of Grevelia St. and Park Ave.

Motion by Councilmember Primuth, seconded by Mayor Pro Tem Cacciotti to direct staff to look into Ms. Hofstad’s request.

Zoom Public Comment:

- Laurie Wheeler invited the City Council to the upcoming holiday celebration at the Farmer’s Market on December 2nd and the upcoming State of the City address.
- Joanne Nuckols expressed concern over SB 9 & 10 and their potential negative effects on the City.

PRESENTATIONS

3. Introduction of Staff

Community Services Director Pautsch introduced Community Services Program Specialist Jordan Bell.

COMMUNICATIONS

4. Councilmembers Communications

Councilmember Donovan yielded his three minutes to Mayor Pro Tem Cacciotti.

Councilmember Zneimer shared a photo of the celebration of Hanukkah.

Councilmember Primuth stated that he has several committee meetings in the coming week.

Mayor Pro Tem Cacciotti shared photos of tiny homes in the City of Baldwin Park; shared a photo of City staff out in the field; shared photos of himself and others serving food at an event; shared a photo of a gardener recharging his lawn equipment at this house; shared photos from a recent electric auto show; shared a photo of a vaccination clinic at Holy Family Church; shared a photo of City staff out in the field; discussed an upcoming electric leaf blower demonstration event on December 6th; wished everyone a Happy Hanukkah.

Mayor Mahmud discussed a recent Los Angeles County Mayors meeting; discussed the recent annual conference of the California Community Choice Aggregators; discussed the upcoming Festive Holiday Celebration on December 2nd.

5. City Manager Communications

City Manager Chaparyan introduced newly appointed Deputy City Clerk, Christina Muñoz; provided an overview of the City’s social media platforms.

Police Chief Solinsky provided an update on the Police Department Assessment.

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

None.

CONSENT CALENDAR

- 7. APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$7,390.00; GENERAL CITY WARRANTS IN THE AMOUNT OF \$573,732.44; SUPPLEMENTAL ACH PAYMENTS IN THE AMOUNT OF \$32,659.98; VOIDS IN THE AMOUNT OF (\$110.00); TRANSFERS IN THE AMOUNT OF \$188,100.55: PAYROLL IN THE AMOUNT OF \$595,166.68.**

Recommendation

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

8. PRESENTATION OF CITY COUNCIL MEETING MINUTES

Recommendation

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

9. MONTHLY INVESTMENT REPORT FOR OCTOBER 2021

Recommendation

It is recommended that the City Council receive and file the Monthly Investment Report for October 2021.

10. THIS ITEM WAS MOVED OUT-OF-ORDER FOR SEPARATE DISCUSSION.

11. THIS ITEM WAS MOVED OUT-OF-ORDER FOR SEPARATE DISCUSSION.

12. ADOPTION OF A RESOLUTION AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF SOUTH PASADENA FOR THE PERIOD OF DECEMBER 2, 2021 THROUGH JANUARY 1, 2022, PURSUANT TO BROWN ACT PROVISIONS

Recommendation

It is recommended that the City Council approve the attached authorizing remote teleconference meetings of the legislative bodies of the City.

13. THIS ITEM WAS MOVED OUT-OF-ORDER FOR SEPARATE DISCUSSION.

14. ADOPTION OF A RESOLUTION APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY PERMANENT LOCAL HOUSING ALLOCATION PROGRAM BY AUTHORIZING THE MAYOR, OR THEIR DESIGNEE, TO SIGN A REIMBURSEABLE CONTRACT WITH THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY ACTION ON BEHALF OF THE COUNTY

Recommendation

It is recommended that the City Council adopt a resolution approving participation in the Los Angeles Urban County Permanent Local Housing Allocation (PLHA) Program.

15. THIS ITEM WAS MOVED OUT-OF-ORDER FOR SEPARATE DISCUSSION.

COUNCIL ACTION AND MOTION

Mayor Pro Tem Cacciotti requested to pull Item Nos. 11 and 15.

Councilmember Zneimer requested to pull Item Nos. 10 and 13.

Mayor Mahmud noted that Item No. 8 includes an additional document.

A motion was made by Mayor Pro Tem Cacciotti, seconded by Councilmember Zneimer and approved by roll call vote to approve Consent Calendar Item(s) 7-9, 12, and 14, as presented and amended.

Motion carried, 5-0.

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

10. ANNUAL REPORT FOR THE LIBRARY SPECIAL TAX

Recommendation

It is recommended that the City Council receive and file a report on the Fiscal Year 2020-2021 Library Special Tax, per the requirements of the State of California Local Agency Special Tax and Bond Accountability Act.

COUNCIL ACTION AND MOTION

Councilmember Zneimer inquired about the revenue level.

City staff responded to City Council inquiries.

A motion was made by Mayor Pro Tem Cacciotti, seconded by Councilmember Zneimer and approved by roll call vote to approve the Item No. 10, as presented.

Motion carried, 5-0.

11. APPROVAL OF A LETTER IN OPPOSITION TO THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY DEFUNDING LAW

ENFORCEMENT AND CANCELLATION OF LAW ENFORCEMENT CONTRACTS FOR THE METRO RAIL SYSTEM

Recommendation

It is recommended that the City Council authorize a letter of opposition to the Los Angeles County Metropolitan Transportation Authority (Metro) regarding defunding law enforcement and the cancellation of law enforcement contracts on the Metro Rail System.

COUNCIL ACTION AND MOTION

Mayor Pro Tem Cacciotti requested to add the following language to the letter, “Moreover, we would as we did in 2017, the Mayor and I, note frequently the lack of visible law enforcement on the trains and the stations. We therefore request an accounting of how law enforcement services are deployed on the Gold or L-lines from Highland Park and/or South Pasadena station to its current terminus at Azusa Pacific University/Citrus College Station.”

Mayor Mahmud expressed her support for Mayor Pro Tem Cacciotti’s request. She requested to add a sentence to reflect support of the additional of mental health presence but is not a substitute for law enforcement.

Councilmember Zneimer expressed her support for the changes.

Mayor Mahmud opened the public comment period.

Live Public Comment:

- John Srebalus expressed his opposition to the proposed letter.

Zoom Public Comment:

- Ella Hushagen expressed her opposition to the proposed letter.

Written Public Comment:

- Helen Tran with Care First South Pasadena expressed her opposition to the proposed letter.
- An anonymous resident expressed their opposition to the proposed letter.
- Matthew Barbato expressed his opposition to the proposed letter.

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

Mayor Pro Tem Cacciotti addressed why the Council was quickly taking action on this letter; thanked members of the public for their comments; stated that public safety presence on the trains is vital in protecting people.

Councilmember Primuth stated that he would like to see law enforcement adapt in the future and work with mental health individuals; noted that the City cannot support an all or nothing position.

A motion was made by Mayor Pro Tem Cacciotti, seconded by Councilmember Primuth and approved by roll call vote to approve the Item No. 11, as amended.

Motion carried, 5-0.

13. SECOND READING AND ADOPTION OF AN ORDINANCE, AMENDING CHAPTER 16 (GARBAGE AND WASTE), CHAPTER 5 (ANIMALS AND FOWL), AND CHAPTER 2 (ADMINISTRATION) OF THE SOUTH PASADENA MUNICIPAL CODE TO IMPLEMENT A MANDATORY ORGANIC WASTE DISPOSAL REDUCTION ORDINANCE AS REQUIRED BY SB 1383 AND CALRECYCLE

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING SOUTH PASADENA MUNICIPAL CODE CHAPTER 16 "GARBAGE AND WASTE" BY RENAMING AS "ORGANIC WASTE AND NON-ORGANIC WASTE", BY MAKING SUCH AMENDMENTS TO CHAPTER 16 RELATING TO STATEWIDE MANDATORY ORGANIC WASTE DISPOSAL REGULATIONS, AND ADDING A NEW ARTICLE V ("ORGANIC WASTE DISPOSAL") CONSISTENT WITH THE STATE'S MODEL MANDATORY ORGANIC WASTE DISPOSAL REDUCTION ORDINANCE AND ADDING A NEW SECTION 2.99-29C ("RECOVERED ORGANIC WASTE PRODUCT AND RECYCLED-CONTENT PAPER PROCUREMENT REQUIREMENTS") TO CHAPTER 2 ("ADMINISTRATION") OF THE SOUTH PASADENA MUNICIPAL CODE RELATING TO RECYCLED AND ORGANIC WASTE PROCUREMENT AND AMENDING SECTION 5.22 ("DEAD ANIMALS") IN CHAPTER 5 ("ANIMALS AND FOWL") OF THE SOUTH PASADENA MUNICIPAL CODE RELATING TO DISPOSAL OF DEAD ANIMALS.

Recommendation

It is recommended that the City Council read by title only for second reading, waiving further reading, and adopt an ordinance to amend Chapter 16 (Garbage and Waste), Chapter 5 (Animals and Fowl), and Chapter 2 (Administration) of the South Pasadena Municipal Code (SPMC) to implement a mandatory organic waste disposal reduction ordinance as required by Senate Bill No. 1383.

COUNCIL ACTION AND MOTION

Councilmember Zneimer inquired about the cost to implement SB 1383 and how enforcement will be implemented.

Acting Public Works Director Gerber responded to City Council inquiries and noted that cost has yet to be determined.

Mayor Mahmud opened the public comment period.

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

A motion was made by Councilmember Zneimer, seconded by Mayor Pro Tem Cacciotti and approved by roll call vote to approve the Item No. 13, as presented.

Motion carried, 4-0-1 with Councilmember Donovan abstaining.

15. APPROVAL OF THE RECOMMENDATION TO HOLD SENIOR CONGREGATE LUNCH PROGRAM IN-PERSON TO ONLY FULLY VACCINATED SENIORS

Recommendation

It is recommended that the City Council approve the recommendation to hold senior congregate lunch program in-person to only fully vaccinated seniors

COUNCIL ACTION AND MOTION

Mayor Pro Tem Cacciotti inquired if seniors are more comfortable attending activities if there is a vaccination requirement.

Community Services Supervisor Snyder responded to City Council inquiries.

Mayor Mahmud opened the public comment period.

Yvonne LaRose asked if the vaccination requirement included booster shot.

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

Councilmember Zneimer stated that the senior population is the most vulnerable to COVID-19 and we need to do all we can to protect our senior citizens.

A motion was made by Mayor Pro Tem Cacciotti, seconded by Councilmember Zneimer and approved by roll call vote to approve the Item No. 15, as presented.

Motion carried, 5-0.

PUBLIC HEARING

16. AMENDMENT TO CHAPTER 36 (ZONING) OF THE SOUTH PASADENA MUNICIPAL CODE PERTAINING TO ADD SECTION 36.350.200.J (DESIGN STANDARDS FOR HISTORIC PROPERTIES) AND DESIGN GUIDELINES FOR ADU DEVELOPMENT ON HISTORIC PROPERTIES

RESOLUTION

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SOUTH PASADENA, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING SECTION 36.350.200 (RESIDENTIAL USES –ACCESSORY DWELING UNITS) ADDING NEW ADU DESIGN STANDARDS FOR HISTORIC PROPERTIES, OF DIVISION 36.350 (STANDARDS FOR SPECIFIC LAND USES) OF CHAPTER 36 (ZONING) OF THE SOUTH PASADENA MUNICIPAL CODE

Recommendation

It is recommended by the Planning Commission that the City Council conduct a public hearing and provide direction regarding the following:

1. Zoning Code Amendment to Section 36.350.200 of Division 36.350 (Standards for Specific Land Uses) to Chapter 36 (Zoning) of the South Pasadena Municipal Code pertaining to Accessory Dwelling Units (ADUs) on historic properties (Phase II ADU Ordinance); and
2. Design Guidelines for ADU Development on Historic Properties.

COUNCIL ACTION AND MOTION

Community Development Director Frausto-Lupo introduced the item and noted that tonight’s item was intended to be a public hearing but due to certain circumstances, staff will bring back an urgency ordinance at the December 15th City Council meeting.

Evanne St. Charles, Architectural Resources Group, made a presentation of the proposed ADU ordinance amendments.

Councilmember Zneimer inquired how many feet an ADU would have to be set back.

Councilmember Primuth inquired to why attached ADUs are not permitted on historic properties.

Councilmember Zneimer inquired if the ADU amnesty program applies to historic properties.

Mayor Mahmud inquired about the installation of vinyl windows in historic districts; inquired if any home in an eligible historic district who wished to add an ADU would be subject to the historic ADU ordinance.

City staff responded to City Council inquiries.

Mayor Mahmud opened the public comment period.

Written Public Comment:

Liz Falletta expressed support for the proposed ordinance.

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

Councilmember Donovan complimented staff for their work on the ordinance.

Mayor Mahmud thanked the Planning Commission and Cultural Heritage Commission for their work on this ordinance.

City Attorney Jared noted that the City Council is approving any recommended changes to the ordinance and design guidelines with direction to bring the item back to the December 15th Council meeting as an urgency ordinance.

A motion was made by Mayor Pro Tem Cacciotti, seconded by Councilmember Donovan and approved by roll call vote to approve Item No. 16, as amended by the City Attorney.

Motion carried, 5-0.

ACTION / DISCUSSION

17. REPURPOSE CIVIC CENTER ART GALLERY BUDGET TO FUND PUBLIC ART PROJECTS AND EXHIBITS ON CITY-OWNED PROPERTIES

Recommendation

It is recommended that the City Council:

1. Repurpose the \$25,000 budgeted for the Civic Center Art Gallery to fund public art projects and exhibits on city-owned properties; and
2. Direct staff to issue a request for proposals for art projects for review by the Public Arts Commission and approval of projects by the City Council.

COUNCIL ACTION AND MOTION

Deputy Community Development Director Lin made a presentation and provided an overview of the item.

Councilmember Primuth inquired if this funding could be used for more durable art in the City.

Councilmember Zneimer inquired if local artist will have priority for funds.

Mayor Mahmud asked if the Public Arts Commission discussed more durable art in the City.

Deputy Community Development Director Lin responded to City Council inquiries.

Mayor Mahmud opened the public comment period.

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

Mayor Mahmud noted that the staff recommendation is vague regarding temporary art vs. durable art; noted that she would like to see some of the funds prioritized for durable art.

There was a discussion amongst the City Council pertaining to the funding of public art.

Mayor Mahmud suggested amending the recommended action to state that the RFP include potential proposal for durable art projects.

A motion was made by Mayor Pro Tem Cacciotti, seconded by Councilmember Zneimer and approved by roll call vote to approve Item No. 17, as amended.

18. SENATE BILL 381 IMPLEMENTATION

Recommendation

It is recommended that the City Council review and provide direction regarding implementation of Senate Bill 381 (SB 381):

1. Establish a City Council Ad Hoc Implementation Committee for the next phase of the California Department of Transportation (Caltrans) surplus properties disposition;
2. Conduct additional community outreach to work with tenants;
3. Establish a Memorandum of Understanding with the South Pasadena Preservation Foundation (SPPF) to inspect the historic surplus Caltrans properties and identify the character defining features;
4. Release a Request for Proposals to identify Housing Related Entities (HREs) for potential partnership opportunities or consultant to assist in the development of a Community Land Trust; and
5. Release a Request for Proposals to conduct property inspection and repair estimates of the properties that the City wants to purchase.

COUNCIL ACTION AND MOTION

Deputy Community Development Director Lin made a presentation and provided an overview of the item.

Mayor Pro Tem Cacciotti inquired about the pricing options for the vacant properties.

Mayor Mahmud discussed the identification of character defining features; inquired if the initial focus will be vacant properties vs occupied properties.

Councilmember Zneimer asked if permission from Caltrans is required before an inspection can take place; inquired about the deadline to purchase the properties.

Councilmember Primuth discussed financing for the properties for the tenants and rehabilitation of historic properties.

There was a discussion amongst the Council regarding the rehabilitation of the properties and who is responsible for the potential costs.

Councilmember Zneimer inquired about the prevailing wage regulations in the new law.

There was a discussion amongst the City Council regarding prevailing wage.

City staff responded to City Council inquires.

Mayor Mahmud opened the public comment period.

Zoom Public Comment:

Mark Gallatin expressed his support for the proposed item; recommended developing an ad-hoc committee for additional community outreach; recommended the creation of a community land trust.

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

Councilmember Zneimer, Councilmember Primuth, and Councilmember Donovan expressed their interest to sit on the implementation ad-hoc committee.

Councilmember Zneimer withdrew her interest to sit on the committee for Councilmember Donovan.

There was a discussion amongst the City Council regarding the timing of recommended actions 4 and 5.

Mayor Mahmud suggested giving the City Manager authorization to determine the timing of the release of the RFP.

Mayor Pro Tem Cacciotti suggested amended the language in recommended action #4 to “request for qualifications”.

City Manager Chaparyan requested direction on whether the SB 381 ad-hoc committee and the Non-Legislative ad-hoc committee should be eliminated.

Mayor Mahmud agreed that both ad-hoc committees should be eliminated due to the creation of the implementation committee.

Councilmember Zneimer stated that the City should pause payments to CivicStone.

A motion was made by Mayor Mahmud, seconded by Mayor Pro Tem Cacciotti and approved by roll call vote to approve Item No. 16, as amended and to appoint Councilmember Primuth and Councilmember Donovan to the Ad-Hoc Implementation Committee.

Motion carried, 5-0.

INFORMATION REPORTS

19. ALTERNATIVE MOBILE CRISIS RESPONSE PROGRAM PILOT & GAPS IN SERVICES UPDATES

Recommendation

No staff report for this item, receive and file Power Point presentation.

COUNCIL ACTION AND MOTION

Samuel Pedersen, San Gabriel Valley Council of Governments, made a presentation and provided an overview of the item.

Lieutenant Robledo discussed the upcoming Point in Time Count.

Councilmember Primuth inquired how much of the funding will be Medi-Cal reimbursed.

Mayor Pro Tem Cacciotti inquired what other two cities are interested in partnering with South Pasadena; inquired what kind of vehicle would be used; inquired about the potential hours of service.

Mr. Pedersen responded to City Council inquiries and noted that Arcadia and San Marino are interested in partnering with the City.

Councilmember Zneimer inquired if there is a designated team currently in place to provide assistance.

Mayor Mahmud expressed concern with the current proposed program; asked how funding will work; suggested combing services with the County to provide additional hours of coverage; inquired if a joint powers authority would eventually be formed for this program.

Councilmember Primuth inquired if any Medi-Cal recipients have had issues with reimbursements.

Mr. Pedersen responded to City Council inquiries and noted that a joint powers authority is not likely.

Mayor Mahmud opened the public comment period.

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

Councilmember Zneimer inquired if the Measure H funds are finite; asked if the program welcomes volunteers from the community.

Mr. Pedersen responded to City Council inquiries and noted that he would look into the concerns brought up by the City Council.

ADJOURNMENT

There being no further matters, Mayor Mahmud adjourned the meeting of the City Council at 10:46 p.m., to the next Regular City Council meeting scheduled on Wednesday, December 15, 2021.

Respectfully submitted:

Christina A. Muñoz
Deputy City Clerk

APPROVED

MICHAEL A. CACCIOTTI
MAYOR

Attest:

Christina A. Muñoz
Deputy City Clerk



City Council Agenda Report

ITEM NO. 17

DATE: April 20, 2022

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

PREPARED BY: Lucy Demirjian, Management Services Director
Alma Medina, Senior Management Analyst

SUBJECT: **Public Hearing to Adopt a Resolution Approving the Remaining Community Development Block Grant Program Funds for Fiscal Year 2021/2022, in the amount of \$104,170.90, with increases of \$6,127.70 for the Senior Nutrition Program and \$98,043.20 for the Sidewalk Replacements and American with Disabilities Act Ramp Upgrades, and Program Funds for Fiscal Year 2022/2023 in the amount of \$122,554, with \$24,510.80 for the Senior Nutrition Program and \$98,043.20 for Sidewalk Replacements and American with Disabilities Act Ramp Upgrades**

Recommendation

It is recommended that the City Council conduct a public hearing and adopt a resolution to approve the following:

1. Program the remaining portion of the Community Development Block Grant (CDBG) program funds for the Fiscal Year 2021/2022, in the amount of \$104,170.90, with increases of \$6,127.70 for the Senior Nutrition Program and \$98,043.20 to Sidewalk Replacements and American with Disabilities Act (ADA) ramp upgrades; and
2. Program the CDBG program funds for the Fiscal Year 2022/2023, in the amount of \$122,554, with \$24,510.80 for the Senior Nutrition Program and \$98,043.20 for Sidewalk Replacements and ADA ramp upgrades.

Background

In 1974, Congress initiated the CDBG Program in the Housing and Community Development Act. The CDBG Program is an annual entitlement grant that is federally funded and administered by the United States Department of Housing and Urban Development (HUD). The City is a non-entitlement community, and funds do not come directly from HUD to the City. The City receives an annual formula based allocation from the Los Angeles County Board of Supervisors administered through the Los Angeles County Development Authority (LACDA) for a number of community activities. Within the eligible activities for the City, the funds are restricted to benefit persons of low and moderate income in compliance with other Federal regulations, and the census

map data is used to define low and moderate-income areas, and in many cases the City exceeds the criteria. Historically, the City has used the funding to support the Senior Nutrition Program and sidewalk replacements and improvements.

Analysis

The total allocation awarded to the City for 2022 is \$122,554. On July 21, 2021, the City Council adopted Resolution No. 7727, approving the allocation of \$18,383.10 in CDBG funds for the 2022 Senior Nutrition Program. The remaining funding to be allocated is \$104,170.90. The proposed programming for the remainder of CDBG funds for 2022 includes an increase to the Senior Nutrition Program and an allocation to sidewalk replacements and ADA ramp upgrades.

The total estimated allocation to be awarded to the City for 2023 is \$122,554. The proposed programming for the CDBG funds for 2023 includes \$24,510.80 to be allocated to the Senior Nutrition Program and \$98,043.20 to be allocated to sidewalk replacements and ADA ramp upgrades.

The Senior Nutrition Program provides over 14,000 nutritious hot meals at the South Pasadena Senior Center and via home delivery for homebound seniors year-round. The maximum amount of CDBG funds available for this program is limited to 20 percent of the Fiscal Year 2021/2022 allocation or \$24,510.80. In order to fund the program with the maximum allowed amount, staff recommends an increase in funding by \$6,127.70. Previously, the City was limited to using 15% of the CDBG funds towards public services such as the Senior Meals program, per CDBG guidelines. Staff held discussions with the City's CDBG Contract Manager at LACDA, and was informed of this option to increase the use of funds for public services from 15% to 20%, as allowed for the County to meet a 15% collective goal for all non-entitled cities. As such, staff is recommending the full 20% of CDBG funds be programmed to the Senior Nutrition Program for both the 2022 and 2023 funding years.

The funds for sidewalk replacements and ADA ramp upgrades will provide accessible sidewalks, and remove uplifted or broken concrete on portions of streets. The CDBG funding available to this program is \$98,043.20 for 2022. CDBG funding has been allocated to these type of improvements for the past 6 years. The City is in the process of developing a 5 Year Capital Improvement Program (CIP), and these funds will be essential to the streets and sidewalk improvement programming. In an effort to further fund the CIP, staff is recommending to program \$98,043.20 in 2023 CDBG funding for sidewalk replacements and ADA ramp upgrades.

Update to Contract/ Subcontracts

On December 7, 2021, the County of Los Angeles Board of Supervisors adopted an urgency Ordinance requiring all contractor personnel who (1) interact in person with LACDA employees, interns, volunteers, and commissioners, (2) work on LACDA owned or controlled property while performing services under a LACDA contract, and/or (3) come into contact with the public while performing services under a contract with the

LACDA must provide one-time verification of full vaccination. However, if the contractor personnel is granted a valid medical or religious belief exemption, a weekly Certification of Compliance of a negative antigen test as evidence would deem the contractor personnel as compliant. This requirement will be established through newly added standard language in the contracts requiring vaccination of personnel as a condition of doing business with the Los Angeles County Development Authority. Any contractor or vendor funded with CDBG funds must be compliant with this ordinance.

Alternatives Considered

The City Council has previously discussed the possibility of using CDBG funding for a residential home improvement program. At this time, staff is evaluating options for future year funding, including resources needed to implement programs and other criteria for a program. City Staff held discussions with CDBG representatives and concluded that the City's options for eligible projects are limited due to program criteria requiring that such projects benefit low and moderate-income persons.

Fiscal Impact

The City's total CDBG allocation for Fiscal Year 2022/2023 is \$122,554. Staff recommends that City Council program the entire Fiscal Year 2022/2023 CDBG fund amount, and the remaining Fiscal Year 2021/2022 funding of \$104,170.90.

These annual funds are granted to the City and administration of the funds is done by existing staff and in partnership with a LACDA representative.

Community Outreach

The City is required to provide the public an opportunity to comment on the proposed use of these funds. The public hearing held tonight will satisfy this requirement.

Public Notification of Agenda Item

A public notice was published in the *South Pasadena Review* on Friday, March 18th, 2022.

Attachment:

1. Resolution: Approving the City of South Pasadena's Community Development Block Grant (CDBG) program for Fiscal Years 2021/2022 and 2022/2023
2. List of CDBG Categories of Eligible Activities

ATTACHMENT 1

Resolution: Approving the City of South Pasadena's Community Development Block Grant (CDBG) program for Fiscal Years 2021-2022 and 2022-2023

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
AUTHORIZING THE ALLOCATION OF THE COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR THE
SENIOR NUTRITION PROGRAM AND SIDEWALK
REPLACEMENTS AND AMERICAN WITH DISABILITIES ACT
(ADA) RAMP UPGRADES FOR
FISCAL YEARS 2021/2022 AND 2022/2023**

WHEREAS, the Community Development Block Grant (CDBG) Program has operated since 1974 to provide local governments the resources to meet the needs of persons of low-and moderate-income; and

WHEREAS, the City of South Pasadena contracts with the Los Angeles County Development Authority for the disbursement of Community Development Block Grant Funds, through the Small Cities Program; and

WHEREAS, On July 21, 2021, the City Council approved Resolution No. 7727, approving the allocation of \$18,383.10 in CDBG funds for the Fiscal Year 2021/2022 Senior Nutrition Program, with a remaining balance of funding to available of \$104,170.90 to program \$98,043.20 for Sidewalk Replacements and ADA Ramp Upgrades and an additional \$6,127.20 for the Senior Nutrition Program; and

WHEREAS, the City of South Pasadena will receive an estimated total of \$122,554.00 in Fiscal Year 2022/2023 in CDBG funds, and proposes allocation of \$24,510.80.10 for the Senior Nutrition Program and \$98,043.20 for Sidewalk Replacements and ADA Ramp Upgrades; and

WHEREAS, the City Council has conducted a public hearing, with the required prior noticing to provide the public and opportunity to comment on the program proposed for the Fiscal Years 2021/2022 and 2022/2023 CDBG Funds Program.

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

SECTION 1. The City Council approves the remaining CDBG Program Budget for Fiscal Year 2021/2022 for the Senior Nutrition Program and

Sidewalk Replacements and ADA Ramp Upgrades and instructs staff to submit the necessary document and a copy of this Declaration to the Los Angeles County Development Authority. The proposed projects are:

- 1) Senior Nutrition Program: \$6,127.10
- 2) Sidewalk Replacements and ADA Ramp Upgrades \$98,043.20

SECTION 2. The City Council approves the CDBG Program Budget for Fiscal Year 2022/2023 for the Senior Nutrition Program and Sidewalk Replacements and ADA Ramp Upgrades and instructs staff to submit the necessary document and a copy of this Declaration to the Los Angeles County Development Authority. The proposed project is:

- 1) Senior Nutrition Program: \$24,510.80
- 2) Sidewalk Replacements and ADA Ramp Upgrades \$98,043.20

SECTION 3. The City Council authorizes City staff to adjust the Program budget as necessary throughout the Fiscal Year. This includes, but is not limited to, allocating amounts on a per project basis, adjusting project budgets, implementing a new or cancelling existing activities, to allow for the timely expenditure of CDBG funds.

SECTION 4. This resolution shall take effect from and after the date of its passage and adoption.

SECTION 5. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this 20th day of April, 2022.

AYES:
NOES:
ABSENT:
ABSTAIN:

Michael A. Cacciotti, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Muñoz, Deputy City Clerk

Andrew L. Jared, City Attorney

ATTACHMENT 2

List of CDBG Categories of Eligible Activities

CDBG Categories of Eligible Activities

- 1) Acquisition of Real Property
- 2) Disposition
- 3) Public Facilities and Improvements
- 4) Clearance
- 5) Public Services
- 6) Interim Assistance
- 7) Relocation
- 8) Loss of Rental Income
- 9) Privately-Owner Utilities
- 10) Rehabilitation
- 11) Construction of Housing
- 12) Code Enforcement
- 13) Special Economic Development Activities
- 14) Microenterprise Assistance
- 15) Special Activities by CBDOs
- 16) Homeownership Assistance
- 17) Planning and Capacity Building
- 18) Program Administration Costs
- 19) Miscellaneous Other Activities (e.g. completing an urban renewal project, technical assistance to increase capacity of public or nonprofit entities, assistance to higher education institutions, property reconstruction, and handicapped accessibility)

NOTE: *All of the eligible activities listed above, when implemented with CDBG funds, must benefit low-moderate income persons, meaning that at least 51% of households that do benefit from the project have an annual income that is at or below 80% of the Area Median Income.*

Ineligible Activities

- 1) Buildings used for the general conduct of government
- 2) General government expenses
- 3) Political activities
- 4) Purchase of equipment
 - a. Construction equipment
 - b. Fire protection equipment
 - c. Furnishings and personal property
 - d. Operating and maintenance expenses
 - e. New housing construction
 - f. Income payments to individuals or families



City Council Agenda Report

ITEM NO. 18

DATE: April 20, 2022

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

PREPARED BY: Angelica Frausto-Lupo, Community Development Director

SUBJECT: **Authorize the City Manager to Execute Contract Amendments for the 2021-2029 Housing Element and General Plan/ Downtown Specific Plan**

Recommendation

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

1. Second Amendment to the PlaceWorks Professional Services Agreement (PSA) for the 2021-2029 Housing Element to include additional analysis in the amount of \$42,715 for a total not-to-exceed amount of \$310,313; and
2. Third Amendment to the PlaceWorks PSA for the General Plan/Downtown Specific Plan (GP/DTSP) to include additional revisions in the amount of \$25,000 for a total not-to-exceed amount of \$260,312.

Background

2021-2029 6th Cycle Housing Element Update

On March 4, 2020, the City Council authorized the City Manager to execute a contract with PlaceWorks to develop the 2021-2029 6th Cycle Housing Element in the amount of \$267,598 with a contract termination date of December 31, 2021. On December 15, 2021, the City Council authorized the City Manager to execute the First Amendment to the Housing Element contract to extend the project term to completion of the existing scope of work.

General Plan (Land Use Element)/Downtown Specific Plan (GP/DTSP)

On April 17, 2019, the City Council authorized the City Manager to execute a contract with PlaceWorks to finalize the GP/DTSP in the amount of \$128,733. On March 4, 2020, the City Council authorized the first amendment to the PlaceWorks PSA to incorporate the Housing Element Update into the GP/DTSP. The first amendment increased the contract amount by \$106,579 for a total not-to-exceed amount of \$235,312 and a contract termination date of December 31, 2021. On December 15, 2021, the City Council authorized the City Manager to execute the Second Amendment to the GP/DTSP contract to extend the project term to completion of the existing scope of work.

The Housing Element Update and General Plan (Land Use Element) and the Downtown Specific Plan were initiated as separate projects, but have been developed along parallel paths since 2019, when it became clear that State law requirements for housing would necessitate a review of the direction in which the GP/DTSP were developing in respect to providing opportunities for housing and particularly affordable housing. While the parallel approach is prudent in ensuring good planning principles, the reset has resulted in delays and scope changes, requiring the proposed contract amendment.

Analysis

2021-2029 6th Cycle Housing Element Update

On October 22, 2021, staff submitted the first draft of the 2021-2029 Housing Element to the State Department of Housing and Community Development (HCD) for a 60-day review period. On December 21, 2021, HCD provided the City with their response letter outlining the necessary changes to bring the City's draft housing element into compliance. The comments were extensive, consistent with the standard comments that have been sent to most Southern California jurisdictions; the letter included requests for more explanation of items for which HCD received public comments among other findings. City staff and PlaceWorks have been working through revisions based on HCD's comments, and the second public review draft is expected to be released during this month of April 2022.

One of HCD's standard comments was a request for additional analysis of geographical and demographic data overlaid on the sites inventory to address the new requirements of the Affirmatively Furthering Fair Housing Act (AFFH). HCD's direction on how to implement AFFH has been evolving, and, many jurisdictions are experiencing the need to submit a third draft to HCD in order to get conditional approval for adoption. In addition, the extended time period to prepare the housing element in response to changing State law necessitates further community outreach, and the City's consultants have a crucial support role in this activity. In order to incorporate the additional work scope required by this situation, staff is requesting a budget increase of \$42,715 for a total not-to-exceed amount of \$310,313.

General Plan/Downtown Specific Plan

The GP/DTSP was placed on hold in order to incorporate the programs and policies from the Housing Element and to ensure internal consistency between the plan documents. Consequently, the changes in the Housing Element schedule have resulted in changes to the GP/DTSP as well. Additional revisions to the draft GP/DTSP are required to reflect changes associated with the 6th Cycle Housing Element, which require internal general plan consistency. The continuing evolution of requirements for the housing element imposed by HCD have necessitated additional analysis for the land use element to ensure that new districts and subsequent zoning are compatible. In order to incorporate the additional revisions needed to finalize the plan documents, staff is requesting a budget increase of \$25,000 for a total not-to-exceed amount of \$260,312.

While the primary reason for delays in finalizing the three documents are the recent changes in state housing laws, HCD's continuous changing of rules have also had a big impact to the documents. Changes in include loss of consultants, staff transition and turnover (i.e., department directors, deputy director, planning staff), preparing responses to public commenters, and inconsistent comments from reviewers at HCD have caused additional delays.

Fiscal Impact

The amendment to the 6th Cycle Housing Element PSA includes a request for an additional \$42,715, for a total not-to-exceed amount of \$310,313. The amendment to the GP/DTSP PSA includes a request for an additional \$25,000, for a total not-to-exceed amount of \$260,312. Funding for the contract amendments is available in the FY 2021-2022 Community Development Department Contract Services budget account 101-7010-7011-8180-000.

Attachments:

1. PlaceWorks HE PSA with 1st Amendment
2. Proposed PlaceWorks HE PSA 2nd Amendment
3. PlaceWorks GP/DTSP PSA with 1st and 2nd Amendment
4. Proposed PlaceWorks GP/DTSP PSA 3rd Amendment

ATTACHMENT 1

PlaceWorks Housing Element PSA with 1st Amendment

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

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

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: Prepare the 6th Cycle Housing Element Update for submission to the California Department of Housing and Community Development in accordance with state laws, regulations, and statutes.
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s February 4, 2020 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Margaret Lin, Manager of Long Range Planning and Economic Development. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for

completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Two Hundred Sixty-Seven Thousand Five Hundred Ninety-Eight Dollars (\$267,598).
- 3.5. "Commencement Date": March 4, 2020.
- 3.6. "Termination Date": December 31, 2021

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 ("Termination") below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT'S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.

- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Jennifer Gastelum, Principal-in-Charge, shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular

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

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.

- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: City of South Pasadena Housing Element Update
 - Documentation of Best's rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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

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

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

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

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

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

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

Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Margaret Lin, Manager of Long Range Planning and Economic Development, South Pasadena, CA 95945.

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

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

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

13. MUTUAL COOPERATION

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

14. NOTICES

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

If to City

If to Consultant

Margaret Lin
City of South Pasadena
Planning and Community Development
Department
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7240
Facsimile: (626) 403-7241

Jennifer Gastelum
Placeworks, Inc.
700 South Flower Street, Suite 600
Los Angeles, CA 90017
Telephone: (213) 623-1443

With courtesy copy to:

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

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days’ written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the

following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

“City”

City of South Pasadena

DocuSigned by:

By: Stephanie DeWolfe
1D552E2B75BD434...
Signature

Printed: Stephanie DeWolfe

Title: South Pasadena City Manager

Date: 6/11/2020

“Consultant”

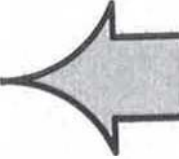
PlaceWorks, Inc.

By: Keith McCann
Signature

Printed: Keith McCann

Title: CEO

Date: 3-16-20



Attest:

By: [Signature]

Maria E. Ayala, Chief City Clerk

for: Evelyn G. Zheimer, City Clerk

Date: 6/11/2020

Approved as to form:

By: [Signature]
Teresa L. Highsmith, City Attorney

Date: 6/11/2020

Exhibit A Scope of Work

Task 1. Project Administration

Task 1.1 Project Kick-off Meeting

Consultant will schedule a kick-off meeting with City Staff and the City's environmental consultant to discuss project expectations regarding coordination, reporting, outreach deliverables, and all relevant project information including scope of work/schedule, housing element legal requirements, new State laws, needed amendments to the Housing Element, updates to the Land Use, Safety, and other potential General Plan elements, and list of data needs.

Deliverables: Meeting summary with project goals, objectives, and action items

Task 1.2 Project Schedule Development

Consultant will work with City Staff to draft and finalize a project schedule within 10 working days. The project schedule will include the tasks and milestones discussed at the kick-off meeting to ensure the City meets the Housing Element adoption date of October 15, 2021. The schedule will include project milestones (tasks) with time for staff review of work products throughout the project, public outreach timeline with public meetings and anticipated commission and council hearings, compliance with SB 15 and AB 52 regulations, anticipated environmental review timeline based on conversations with the environmental consultant, and timelines for response to HCD review and certification of the Housing Element Update.

Deliverables: Draft and final project schedule; and monthly schedule updates

Task 1.3 Project Coordination

Consultant will meet with City Staff for a minimum of 15 progress meetings over the course of the project to review its status and ensure objectives/milestones are being achieved. At least 10 of these check-ins will be conducted as conference calls. Consultant will prepare a meeting summary, including action items, for each meeting. As needed, Consultant will coordinate with staff to prepare presentations to the City and/or stakeholders as necessary. Consultant will review and provide recommendations on the City's Local Early Action Planning Grant application.

Deliverables: 15 progress meetings; meeting summaries; and presentations as needed

Task 1.4 Regional Housing Needs Assessment Support

Consultant will work with the City as needed to research and address questions and concerns related to the RHNA process. Consultant will provide initial consultation on the appeal process; develop a timeline for RHNA review and appeal; and participate in the official appeal process. ***City staff reserves the right to place the subsequent tasks on hold to address any significant changes to the RHNA methodology and allocations (please see attached Project Schedule).***

Deliverables: RHNA feedback and timeline

Task 2. Housing Element Amendment

Task 2.1 Current Housing Element Review

Consultant will review and evaluate the current 2014-2021 Housing Element to determine the revisions that must be made to comply with State law and HCD requirements. Consultant will prepare a summary of all outdated information, tables, exhibits, and illustrations and will provide this to City Staff for review and approval, prior to any information being deleted. Consultant will also work with City Staff to determine the status, effectiveness, and appropriateness of the current 2014-2021 housing programs; and gather all available information regarding specific accomplishments. Consultant will evaluate each program for compliance with State housing laws and identify and document any omissions or deficiencies.

Deliverables: Summary of outdated information; and review of existing housing programs

Task 2.2 Housing Assessment and Needs Analysis

Consultant will update the needs analysis pursuant to Government Code Section 65583 with data from the 2010 US Census and if available, 2020 US Census (available April 2020), American Community Survey, and other relevant sources. The analysis will include: population and demographics, household characteristics, employment/income, housing stock characteristics, housing cost/affordability, special housing needs, fair housing assessment, at-risk housing, and opportunities for energy conservation.

Deliverables: Updated Needs Assessment

Task 2.3 Housing Parcel Identification Analysis

Consultant will evaluate the current General Plan/Mission Street Specific Plan (MSSP) to identify existing capacity. Consultant will also use the current site inventory as a starting point and work with the City to determine which sites are viable RHNA sites based on new state law requirements; including, but not limited to: additional analysis for sites smaller than one-half acre, larger than 10 acres; additional analysis for underutilized sites; identify sites include in the past two housing element cycles that are now required to allow affordable housing by-right; identify if sites are publicly owned; and indicate whether a site has available or planned and accessible infrastructure. Consultant will work with the City to identify additional sites through the General Plan update process and coordinate with the environmental consult to have the General Plan EIR evaluate these sites. Approach will include incorporating the RHNA allocation, documentation of potential sites, investigate alternative RHNA credits, and ensuring sites affirmatively further fair housing. Consultant will complete an analysis of non-vacant sites to address a portion of the RHNA, including the development potential within the planning period by considering the extent that a non-vacant site's existing use impedes additional residential development, the City's past experience converting existing uses to higher density, market trends and conditions, and regulatory or other incentives/standards that encourage additional housing development on non-vacant sites. Consultant will determine if parcels included in the inventory have sufficient, water, sewer, and dry utilities (public safety, schools, etc.) supply available and accessible to support housing development. The analysis will include sufficient detail to determine whether the service levels of water delivery/treatment systems and sewer treatment facilities are sufficient and have capacity to accommodate development on all identified sites in order to accommodate the RHNA. The analysis will include the identification of how many units are feasible on each site and what income category they are appropriate for based on state approved methodology.

If suitable sites to meet the RHNA cannot be identified through the inventory of appropriately zoned vacant and non-vacant sites additional analysis will be conducted. This analysis will include evaluation of changes to City zoning to accommodate additional units including increasing densities, increasing building heights, re-designating/rezoning additional sites or other techniques. This analysis will help identify the preferred additional sites or changes to regulations in order to meet the City's RHNA.

After City Council review of the Housing Parcel Identification Report and direction from Council regarding actions to take related to sites and meeting the RHNA, Consultant shall revise the draft General Plan Update to reflect actions taken by the Council. These actions may include rezoning and/or updates to development standards among other things.

Deliverables: Housing Parcel Identification Report will include the housing parcel identification analysis, underutilized sites analysis, feasibility of infill and densities analysis, and infrastructure analysis; Administrative Draft; Public Draft; Final Draft of the Report (In-Design, PDF format, and 8 hard copies); revisions to the General Plan Update resulting from City Council direction related to the Housing Parcel Identification Report will be included in the draft General Plan Update

Task 2.4 Housing Production Constraints Analysis

Consultant will update the analysis of potential and actual governmental and non-governmental constraints to meeting housing needs, including constraints on maintenance, improvement, and development of housing (pursuant to Government Code Section 65583(a)(4, 5)). Potential constraints to be reviewed include the current draft General Plan Update/Downtown Specific Plan, land use controls, fees and exactions, permit processing procedures, building code and code enforcement, land and construction costs, and the availability of financing. Consultant will identify potential programs and strategies to reduce or remove identified constraints to comply with recent updates to state housing law. Consultant will review the City's Accessory Dwelling Unit (ADU) Ordinance to identify revisions to accommodate more housing units through ADUs. Consultant will update financial and programmatic resources available for affordable housing programs, including local and state funding programs, as well as private sector resources. Consultant will assess current and potential housing programs to recommend future programs that will support the City's housing objectives.

Deliverables: Housing Production Constraints Analysis; and housing resources and opportunities

Task 2.5 General Plan Consistency

Consultant will revise the Housing Element to ensure consistency with other General Plan Update elements, compliance with State law, and certification by October 2021.

Deliverables: Housing Element update consistent with the General Plan Update and State Law

Task 2.6 Revised Maps and Figures

Consultant will revise maps and figures in the Housing Element and other elements of the General Plan to ensure consistency throughout the General Plan Update document.

Deliverables: Revised Maps and Figures

Task 2.7 Housing Goals, Policies, Programs, and Quantified Objectives

Consultant will work with City Staff to update and propose new goals, policies, programs, and quantified objectives (pursuant to Government Code Section 65583 et. sq.) to address identified housing needs and constraints based on the effectiveness and continued appropriateness of existing programs, information received through public outreach, the analysis of constraints, and findings from the needs assessment. Programs will describe specific steps for implementation and will identify a time frame and responsible department. Programs will address all new state requirements since adoption of the existing Housing Element; consistency and compliance with the rest of the General Plan elements and community goals; development controls and regulatory incentives; working to provide housing opportunities for all City residents, including the elderly, veterans, those with disabilities, the homeless, and other special needs groups; fair housing programs; sources of affordable housing funding; preserving and improving existing affordable housing; facilitating development of adequate housing and infrastructure to meet the needs of low and moderate-income households in keeping with the regional fair share allocation; and mitigating any governmental constraints to providing and improving housing.

Deliverables: Housing goals, policies, programs, and quantified objectives to be incorporated into the administrative draft Housing Element

Task 3. Community Engagement and Public Hearings

Task 3.1 Community Outreach Program

Consultant will prepare a community outreach program that meets HCD standards and meaningfully engages a broad array of community interest in the Housing Element update process. The community outreach program will include surveys, noticing, mailers, newsletters, and coordination with stakeholder groups. Consultant will work with City Staff to prepare branded outreach materials for distribution and communication/advertising purposes. Consultant will submit the outreach program to the City for review, comment, and approval within 60 days of contract engagement. Consultant will hold a General Plan Update workshop and six additional workshops early in the process to get input and direction (four of the workshops will focus on parcel identification and two will focus on housing policy development). The Consultant will also hold one meeting with the Chamber of Commerce focused on parcel identification. Two additional public meetings will be held during the Draft Housing Element Review period. The Consultant will hold 6 public hearings with the Planning Commission and City Council. The 6 public hearings will include one working draft (including the sites analysis in Task 2.3) meeting with the Planning Commission, one working draft (including the sites analysis in Task 2.3) meeting with the City Council, one Public Review draft with the Planning Commission, one Public Review draft with the City Council, one final with the Planning Commission, one final with the City Council. Consultant will document input received at the public meetings and hearings.

Deliverables: Draft and Final Community Outreach Program; attendance at 10 public meetings (1 General Plan Workshop, 4 parcel identification workshops, 2 housing policy development, 1 Chamber of Commerce meeting, and 2 public review period meetings); and attendance at 6 public hearings

Task 3.2 Presentation Materials

Consultant will prepare or assist in the preparation of draft staff reports, exhibits, and presentations to the Planning Commission and City Council. This will include all workshop materials, including an email announcement and flyer advertising the workshops, informational posters/boards, PowerPoint presentation, and a summary report of community feedback

Deliverables: Draft staff reports and exhibits as requested; all workshop materials; and summary report of community feedback.

Task 4. Environmental Coordination

Task 4.1 Coordination with Environmental Consultant

Consultant understand that the City will include the Housing Element update within the EIR for the General Plan Update that is currently underway. Consultant will coordinate with the City's General Plan EIR consultant to provide them with the necessary project information for them to analyze and complete the environmental review.

Deliverables: Coordination with Environmental Consultant

Task 4.2 Response to Comments

Consultant will review project specific (non-environmental) public comments and response to comments as necessary.

Deliverables: Response to Comments

Task 5. Facilitation of Review and Approval of General Plan Amendments

Task 5.1 Administrative Draft Housing Element

Consultant will provide City Staff with an Administrative Draft Housing Element for review. The draft will include all sections of the Housing Element as a single submittal. City Staff will provide one consolidated and reconciled set of City Comments on the draft.

Deliverables: Administrative Draft Housing Element in Microsoft Word format

Task 5.2 Public Review Draft Housing Element

Consultant will work with City Staff to review comments/suggestions on the Administrative Draft and prepare a Public Review Draft for public review and comment and for submittal to HCD for the initial 60-day review. Consultant will work with HCD to ensure all requirements are addressed. Consultant will provide the draft via email to all interested parties and agencies to continue public outreach throughout the drafting of the element.

Deliverables: 8 hard copies and one electronic copy of the Public Review Draft Housing Element in Microsoft Word and PDF format

Task 5.3 Final Draft Housing Element

Consultant will prepare a Final Draft that incorporates any changes to the Public Draft from the Planning Commission, City Council, City Staff, and HCD. Consultant will work with City Staff to meet all HCD deadlines and requirements. Consultant will prepare the Final Draft in sufficient time for the Planning Commission and City Council to hold final recommendation and adoption hearings in order to meet the required deadline for adoption.

Deliverables: 8 hard copies, one electronic copy, and two USB copies of the Final Draft Housing Element in Microsoft Word and PDF format

Task 5.4 State Certification and City Adoption

Consultant will maintain strong working relationships with HCD reviewers and serve as the City's liaison to HCD for the submittal of the Draft Housing Element to HCD; meetings and conference calls with City Staff and HCD to discuss comments; incorporating HCD's requested revisions; and submission of the Final Draft to HCD for review and approval.

Deliverables: Two submittals to HCD including cover letters, the review checklist, and printed copies of the Housing Element with highlighted changes and additions; emails and memorandums to address HCD questions and comments, as needed; memos with proposed revisions to the Housing Element resulting from HCD comments incorporated into the Housing Element in strikethrough format for review and approval by City Staff

Task 5.5 Public Notice

Consultant will prepare and carry out the appropriate public noticing and required consultation and notification for General Plan Amendments per local and state regulations. Consultant will coordinate with City Staff to allow for adequate review and oversight of noticing materials and activities. Consultant will ensure all appropriate tribal noticing and consultation in accordance with statutory timelines have been met.

Deliverables: All public noticing materials.

Task 6. SB 18 and AB 52 Consultation

Consultant will complete the online form to request the current tribal list from the Native American Heritage Commission (NAHC) in accordance with SB 18 and draft letters to each of the tribes for placement on City letterhead inquiring whether they want consultation. Consultant will also reach out to any tribes that have been notified by the City that they wish to be consulted as part of the AB 52 process. Consultant will facilitate and attend the consultations if requested. Following the consultation meeting, Consultant will provide the written outcome of the process and a record for the environmental documentation showing that AB 52 consultation has been completed prior to circulation of the Public Review Draft.

Deliverables: Draft letter to NAHC; draft letters to identified tribes; facilitation, attendance, and documentation of requested consultations; and written results of consultation including closure of AB 52 consultation

Task 7. Economic Site Analysis

Consultant will prepare a conceptual site plan for up to three opportunity sites to maximize the development potential under current development code standards to demonstrate that target densities can be achieved. Consultant will prepare a pro forma analysis to assess the financial feasibility of developing each site with the conceptual site plan, based on current market conditions.

Deliverables: Technical memorandum demonstrating the feasibility of infill

Task 8. Rezoning to Meet the RHNA (as needed)

Professional Services Agreement – Consultant Services
Page 21 of 25

Approved For Use 11/15/16

Consultant will work with the City to provide advice and to review zoning text amendments to assist in completing the required rezoning if it has been determined that the City is in a shortfall of sites.

Deliverables: Zoning text amendment recommendations

Task 9. Analysis of Disadvantaged Unincorporated Communities (as authorized by City Staff)

Task 9.1 Initial Analysis to Determine Disadvantaged Communities (DUCs)

Consultant will complete an initial review to determine whether any disadvantaged communities exist in the City's sphere of influence or are surrounded by the City that meet the requirements of SB 244 analysis prepared during the 2014-2021 housing element update process as a starting point.

Deliverables: Analysis to address the requirements of SB 244

Task 9.2 Complete Analysis of Identified DUCs

If needed, Consultant will identify any DUCs and prepare a map identifying any such areas; review water, wastewater, storm water drainage, and structural fire protection needs in unincorporated communities with ten or more dwellings and analyze financing mechanisms that could feasibility be used to extend services to those communities; work with City Staff to determine whether the City is in the process of or will in the near future annex any areas from unincorporated County; and work with the City to determine whether any local developers may be impacted by the annexation piece in SB 244. Consultant will analyze the requirements of SB 244 and prepare a memo for City Staff to present at a public hearing to address the requirements.

Deliverables: Memo analyzing whether the identified DUCs are underserved by infrastructure or services

Task 9.3 Amendment of the Land Use Element

Consultant will work with City Staff to prepare policies to be included in the Land Use Element or other applicable General Plan Elements, if needed. Consultant will provide suggested funding sources to address the identified service or infrastructure deficiencies identified.

Deliverables: Memo containing proposed policy language and amendments to amend the Land Use Element or other applicable General Plan Elements as well as potential funding sources to address the requirements of SB 244

Task 10. Visual Simulations for Housing Sites (as authorized by City Staff)

Consultant will prepare up to eight (8) visual simulations of potential changes to densities and development standards (e.g. heights, setbacks) for housing sites under consideration as part the Housing Parcel Identification Report in Task 2.3. The visual simulations would portray infill housing contextually with surrounding development.

Deliverables: Visual simulations included in the Housing Parcel Identification Report

Exhibit B
Budget/Fee Schedule

<u>Task</u>	<u>Hours</u>	<u>Labor Cost</u>	<u>Total</u>
<i>Task 1 Project Administration</i>	124	\$22,215	\$22,659
1.1 Project Kick-off Meeting	22	\$4,035	\$4,116
1.2 Project Schedule Development	32	\$5,100	\$5,202
1.3 Project Coordination	52	\$9,760	\$9,955
1.4 RHNA Support	18	\$3,320	\$3,386
<i>Task 2 Housing Element Amendment</i>	476	\$69,315	\$70,701
2.1 Current Housing Element Review	24	\$2,880	\$2,938
2.2 Housing Assessment and Needs Analysis	41	\$4,460	\$4,549
2.3 Housing Parcel Identification Analysis	305	\$46,935	\$47,874
2.4 Housing Production Constraints Analysis	41	\$4,460	\$4,549
2.5 General Plan Consistency	8	\$800	\$816
2.6 Revised Maps and Figures	11	\$2,040	\$2,081
2.7 Housing Goals, Policies, Programs, and Quantified Objectives	46	\$7,740	\$7,895
<i>Task 3 Community Engagement and Public hearings</i>	276	\$45,030	\$45,931
3.1 Community Outreach Program	178	\$31,490	\$32,120
3.2 Presentation Materials	98	\$13,540	\$13,811
<i>Task 4 Environmental Coordination</i>	24	\$3,760	\$3,836
4.1 Coordination with Environmental Consultant	8	\$1,280	\$1,306
4.2 Response to Comments	16	\$2,480	\$2,530
<i>Task 5 Review and Approval of General Plan Amendments</i>	153	\$22,160	\$22,605
5.1 Administrative Draft Housing Element	40	\$5,680	\$5,794
5.2 Public Review Draft Housing Element	8	\$1,280	\$1,306
5.3 Final Draft Housing Element	8	\$1,280	\$1,306
5.4 State Certification and City Adoption	59	\$8,980	\$9,160
5.5 Public Noticing	38	\$4,940	\$5,039
<i>Task 6 SB 18 and AB 53 Consultation</i>	14	\$2,000	\$2,040
<i>Task 7 Economic Site Analysis</i>	156	\$21,135	\$21,558
<i>Task 8 Rezoning to Meet the RHNA (as needed)</i>	30	\$4,760	\$4,855
<i>Task 9 Analysis of DUCs</i>	64	\$8,780	\$8,955
9.1 Initial Analysis to Determine Disadvantaged Communities	18	\$2,620	\$2,672
9.2 Complete Analysis of Identified DUCs	24	\$3,170	\$3,233
9.3 Amendment of the Land Use Element	22	\$2,990	\$3,050
<i>Task 10 Visual Simulations for Housing Sites</i>	278	\$31,680	\$32,314
Reimbursable Expenses/Direct Costs			\$8,602
Subtotal for Tasks 1-8 and Reimbursable Expenses			\$202,784
TOTAL FOR TASKS 1-8 WITH 10 PERCENT CONTINGENCIES			\$222,202
Subtotal for Tasks 1-10 and Reimbursable Expenses			\$244,053
TOTAL FOR TASKS 1-10 WITH 10 PERCENT CONTINGENCIES			\$267,598

PlaceWorks Staff	Hourly Rate
Gastelum, Principal in Charge	\$195
Tescher, Principal/Local Technical Advisor and Public Outreach	\$240
Sinsheimer, Project Manager	\$160
Nettler, Assistant Project Manager and Outreach Lead	\$195
Walsh, Senior Associate	\$150
Campi, Associate Planner and Outreach Materials	\$140
Wuyek, Associate, Public Outreach	\$135
Shepard, Project Planner	\$100
Kain, GIS	\$195
Graphics	\$110
Technical Editor	\$135
Word Processing/Clerical	\$90

Project Schedule

City of South Pasadena - Housing Element Update

	2019	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
Project Kick-off Meeting																								
Project Schedule Development																								
Project Organization																								
RHNA Subject Matter Needs																								
Housing Element Review and Evaluation																								
Prepare Housing Element Identification Report																								
Prepare Administrative Draft																								
Parish Identification Workshops and Chamber of Commerce Meeting																								
Planning Commission Meeting on Sites																								
City Council Meeting on Sites																								
Policy Workshop																								
Planning Commission Working Draft Meeting																								
Policy Workshop																								
City Council Working Draft Meeting																								
Finalize Sites Inventory - RHNA Adoption																								
Administrative Draft for Staff Review																								
Prepare Public Review Draft																								
Planning Commission Hearing for Recommendation to Submit Draft to HCD																								
City Council Meeting for Approval to Submit Draft to HCD																								
Submit Public Review Draft to HCD (60-Day Review)																								
Conference Call with HCD to address any questions or issues City receives in Conditional Compliance Letter from HCD																								
Environmental Document*																								
Planning Commission Hearing-Recommendation for Adoption																								
City Council Hearing - Auction																								
Submit Final Adoption including EIR to HCD - Review and Certification (10 to 30 Days)																								

*Will be based on the level of environmental review required and the General Plan update process

Following Task 1.4 RHNA Support: City staff reserves the right to place the subsequent tasks on hold to address any significant changes to the RHNA methodology and allocations.

FIRST AMENDMENT TO
AGREEMENT FOR SERVICES

THIS AMENDMENT (“Amendment”) is made and entered into on the 15th day of December, 2021 by and between the CITY OF SOUTH PASADENA (“City”) and PlaceWorks. (“Consultant”).

RECITALS

WHEREAS, on March 4, 2020, the City Council authorized the City Manager to execute a contract with PlaceWorks to develop the 2021-2029 Housing Element;

WHEREAS, the Term of the Agreement is through December 31, 2021, with the option to extend upon written agreement of the parties;

WHEREAS, on September 28, 2021, Governor Newsom signed Assembly Bill 1398 which removed the requirement to adopt a certified Housing Element before February 11, 2021 or risk jurisdictions being placed on a four-year housing cycle;

WHEREAS, on October 22, 2021, the Consultant submitted the draft 2021-2029 Housing Element to the California Department of Housing and Community Development for a 60-day review; and

WHEREAS, the City and Consultant desire to extend the contract until the project has been completed.

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

1. PARAGRAPH 3.7 “Termination Date” is amended to read: Completion of the project or upon cancellation by the City.
2. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

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

“CITY”

City of South Pasadena

DocuSigned by:
Armine Chaparyan
B6F60358A0F24D7...
By: _____
Signature

Printed: Arminé Chaparyan

Title: City Manager
1/4/2022

Date: _____

“Consultant”

PlaceWorks

DocuSigned by:
Keith McCann
By: _____
Signature

Printed: Keith McCann

Title: CEO

Date: 12-15-21

Attest:

DocuSigned by:
Christina Muñoz
BDCE537AC2E8433...
By: _____
Christina Muñoz, Deputy City Clerk
1/5/2022
Date: _____

Approved as to form:

DocuSigned by:
Andrew Jared
0E98AF29902B451...
By: _____
Andrew Jared, City Attorney
1/4/2022
Date: _____

ATTACHMENT 2

Proposed PlaceWorks Housing Element PSA 2nd Amendment

**SECOND AMENDMENT TO
AGREEMENT FOR SERVICES**

THIS AMENDMENT (“Amendment”) is made and entered into on the 20th day of April, 2022 by and between the CITY OF SOUTH PASADENA (“City”) and PlaceWorks. (“Consultant”).

RECITALS

WHEREAS, on March 4, 2020, the City Council authorized the City Manager to execute a contract with PlaceWorks to develop the 2021-2029 Housing Element;

WHEREAS, the Term of the Agreement is through December 31, 2021, with the option to extend upon written agreement of the parties;

WHEREAS, on September 28, 2021, Governor Newsom signed Assembly Bill 1398 which removed the requirement to adopt a certified Housing Element before February 11, 2021 or risk jurisdictions being placed on a four-year housing cycle;

WHEREAS, on October 22, 2021, the Consultant submitted the draft 2021-2029 Housing Element to the California Department of Housing and Community Development (HCD) for a 60-day review; and

WHEREAS, on December 15, 2021, the City Council authorized the City Manager to execute the First Amendment with PlaceWorks to extend the contract term until completion of the project or upon cancellation by the City; and

WHEREAS, on April 20, 2022, the City Council authorized the City Manager to execute the Second Amendment with PlaceWorks to facilitate additional analysis and community outreach associated with the extensive comments received from HCD; and

WHEREAS, the City and Consultant desire to expand the Scope of Services to incorporate the additional scope approved by Council:

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

1. PARAGRAPH 3.1 “Scope of Services” is amended by adding an additional Scope of Services as set forth in Exhibit 1, attached and incorporated by this Amendment.
2. PARAGRAPH 3.4 “Maximum Amount” is amended to read as follows: The highest total compensation and cost payable to Consultant by the City under this agreement. The Maximum Amount under this Agreement is Three Hundred Ten

Thousand Three Hundred Thirteen Dollars (\$310,313), which is comprised of Two Hundred Sixty-Seven Thousand Five Hundred Ninety-Eight Dollars (\$267,598) for the original Scope of Services; and Forty Two Thousand Seven Hundred Fifteen Dollars (\$42,715) for the additional scope of work to incorporate additional analysis required in order to comply with shifting State law requirements and mandates from the State Department of Housing and Community Development.

3. PARAGRAPH 14 "Notices" is amended to indicate that notices, bills, invoices or reports required by this Agreement shall be sent to the following designees at the City with no change to the addresses:

- a. If to City: Angelica Frausto-Lupo, Community Development Director;
- b. With a courtesy copy to Andrew Jared, City Attorney.

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

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

"CITY"
City of South Pasadena

"Consultant"
PlaceWorks

By: _____
Signature

By: _____
Signature

Printed: Arminé Chaparyan

Printed: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Christina Muñoz, Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Andrew Jared, City Attorney

Date: _____

Exhibit 1**Additional Scope of Services**

Task	Cost to Complete
1.3 – Project Coordination Calls – (Assumes 6 calls)	\$2,670
(New) 5.2.2 – 2 nd Public Review Draft Housing Element	\$11,650
(New) 5.2.3 – 3 rd Public Review Draft or Final Draft Housing Element	\$5,180
(New) 5.4.1 – 2 nd HCD Review Process (60 days)	\$4,985
(New) 5.4.2 – 3 rd HCD Review Process (60-days)	\$4,500
3.1 – Community Outreach (virtual attendance for one staff member at 2 hearings on the draft document 3 hearings for adoption)	\$12,500
Total	\$42,715

ATTACHMENT 3

PlaceWorks GP/DTSP PSA with 1st and 2nd Amendment

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES
(City of South Pasadena / PlaceWorks, 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 PlaceWorks, Inc. (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: Provide revisions of the draft General Plan Update and Downtown Specific Plan previously created by a separate consultant (Rangwala Associates); conduct public workshops and focus group meetings; and participate in Planning Commission and City Council public hearings.
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s March 25, 2019, proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is David Bergman. 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 Twenty-Eight Thousand Seven Hundred Thirty Three Dollars (\$128,733.00).
- 3.5. “Commencement Date”: April 17, 2019.
- 3.6. “Termination Date”: December 31, 2019

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT’S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.

- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Wood Tescher, Principal, shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular

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

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.

- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City. Consultant shall not be required to

indemnify City for loss or damage to the extent caused by the negligence or willful misconduct of prior consultant, Rangwala Associates.

- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: General Plan and Downtown Specific Plan Revisions and Public Review and Hearings
 - Documentation of Best's rating acceptable to the City.

- Original endorsements effecting coverage for all policies required by this Agreement.
- City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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

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

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

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

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

Compensation Fund, such agency shall be a company authorized to do business in the State of California.

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

- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Planning and Building Department, South Pasadena, CA 95945.
- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

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

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

13. MUTUAL COOPERATION

- 13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

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

If to City

Margaret Lin
City of South Pasadena
Planning and Building Department
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7240
Facsimile: (626) 403-7241

If to Consultant

Woodie Tescher
700 South Flower Street, Suite 600
Los Angeles, CA 90017
Telephone: (213) 623-1443

With courtesy copy to:

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

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such

term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.

- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Work Product Transfer.** The City absolves Consultant of any errors or deficiencies associated with work products transferred from Rangwala Associates for inclusion in the General Plan Update and Downtown Specific Plan.
- 18.11. **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.
- 18.12. **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.
- 18.13. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

“City”

City of South Pasadena

By: 

Signature

Printed: Stephanie DeWolfe

Title: South Pasadena City Manager

Date: 4/17/19

“Consultant”

PlaceWorks

By: 

Signature

Printed: Woodie Tescher

Title: Principal, PlaceWorks

Date: 5.1.2019

Attest:

By: 

Evelyn G. Zneimer, City Clerk

Date: 4/17/19

Approved as to form:

By: 

Teresa L. Highsmith, City Attorney

Date: 4/17/19

Exhibit A
Scope of Services



April 9, 2019

City of South Pasadena
Attn: David Bergman, Interim Director
Planning and Building Department
1414 Mission Street
South Pasadena, CA 91030

Subject: Proposal for General Plan and Downtown Specific Plan Revisions and Public Review and Hearings

Dear Mr. Bergman:

PlaceWorks is pleased to submit this proposal to the City of South Pasadena to prepare revisions to the draft updated General Plan and Downtown Specific Plan, conduct public workshops and focus group meetings, and participate in Planning Commission and City Council public hearings. This submittal presents our Proposed Scope of Services, Estimated Budget, and resumes of staff to be involved in the work program. It is assumed that the work will be completed in a six (6) month time period and a detailed project schedule will be prepared on notification to proceed. The budget estimate is presented in considerable detail, listing costs by task and work product. We are flexible and will modify the scope and budget as necessary in consideration of the City's available resources.

It is understood that the City will transmit to PlaceWorks digital files and maps used in developing the preliminary draft General and Specific Plan as sources for the preparation of final public hearing documents. It is also understood that City staff will participate in meetings and hearings responding to questions regarding previously prepared content of the draft plans for which PlaceWorks was not responsible. Finally, it is understood that Psomas will be responsible for completion of the draft and final Environmental Impact Reports.

We respect the considerable energy, time, and creativity that have been invested in developing the draft plan documents and will work closely with City staff and the community to take the next step in transforming these into vital and persuasive tools to achieve South Pasadena's visions for the future.

PlaceWorks is a California S-Corporation and Woodie Tescher is authorized to represent the firm. He can be contacted at wtescher@placeworks.com and at 213.623.1443.

Sincerely,

PLACEWORKS

A handwritten signature in black ink, appearing to read 'Woodie Tescher', written over a horizontal line.

Woodie Tescher
Principal, Planning + Urban Design

700 S. Flower Street, Suite 600 | Los Angeles, California 90017 | 213.623.1443 | PlaceWorks.com

Professional Services Agreement – Consultant Services

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Approved For Use 11/15/16

Proposed Scope of Services

The following describes the scope of services to be completed by PlaceWorks to assist the City of South Pasadena in completing and adopting the General Plan, Downtown Specific Plan and Environmental Impact Report (EIR). This will build upon the planning process and draft documents completed by a team of consultants in 2017. It is understood that PlaceWorks' responsibilities will include preparing revisions to the plan documents in response to questions and direction from City staff, publishing the revised draft plans, conducting a program of public outreach and engagement to review and elicit support for the draft plans, prepare and present the draft plans for Planning Commission and City Council consideration and action, and publish the final plans incorporating any revisions approved by the City Council.

It is understood that digital text, map, and other document files used in preparing the current draft plan documents will be provided to PlaceWorks by the City for finalizing these and preparing display and public presentations. Where questions may be raised during public meetings and public hearings regarding specific content not developed by PlaceWorks, we understand that City staff will contribute appropriate responses. Psomas will fulfill the remainder of its contract with the City and be responsible for completing the EIR work products.

This work scope presents a comprehensive approach to address our understanding of the City's objectives and is correlated with the budget presented in the ensuing section of this proposal. We recognize the City's limited resources, are flexible, and will work with the City in modifying the tasks and work products as necessary in consideration of these.

TASK 1. MANAGING AND ORGANIZING THE WORK PROGRAM

1.1 Project Management

PlaceWorks will prepare a project management plan providing a detailed schedule of tasks and deliverables and protocols for submittal and review of work products, progress reports and invoices, and payments. Tasks will be assigned weekly, progress reported monthly, and the schedule reviewed and updated periodically. The schedule will define the sequence and critical path for performance of work tasks, including document submittal deadlines to the City, City staff review periods, and the time-frame for revision of draft documents in response to comments received from staff. It will also establish the schedule for the public engagement activities and Planning Commission and City Council hearings as confirmed by City staff.

1.2 Coordination Meetings with City Staff

PlaceWorks will participate in weekly conference calls with City staff to review project tasks, products, schedule, and responsibilities and coordinate public outreach activities. These will be scheduled as standing meetings, which may be canceled at the direction of City staff should there be no substantive items for discussion. We will prepare a meeting agenda in consultation with City staff and summarize outcomes and action items in a memorandum.

Deliverables:

- *Meeting agendas: Digital file*
- *Summary of action items: Digital file*

TASK 2. REVISING AND FINALIZING THE PUBLIC DRAFT GENERAL PLAN AND DOWNTOWN SPECIFIC PLAN

2.1 Orientation to the Draft General Plan and Downtown Specific Plan

PlaceWorks' first step will be to develop a thorough understanding of the draft General Plan, Specific Plan, and EIR so that they can be accurately presented to the public and decision-makers in subsequent workshops and meetings. We will review the plans in detail and identify questions where necessary to clarify their content and the factors considered in decisions contributing to the plans' diagrams, goals, and policies. A meeting will be conducted with City staff and Psomas to brief our staff regarding important issues and input offered by the public during the planning process, discuss the plans and how they correlate with the public's comments, review preliminary findings of the draft EIR, and respond to questions identified in our review. This will be the opportunity to mutually summarize the most significant features and "messages" of the plan that will be important in developing public support.

Deliverables:

- + *Memorandum: Questions regarding GP and SP content and EIR findings: Digital file*
- + *Memorandum: Summary of meeting input: Digital file*

2.2 Identify Topics for General Plan and Specific Plan Revisions

PlaceWorks will meet with City staff to confirm and receive direction for topics requiring further modification to finalize the public draft documents. At the outset, our conversation with staff indicated three possible topics needing to be addressed: community benefits, future use of a school site, and implications of SB 1818 on density and urban form. Based on our "peer" review and with further consideration by City staff, we will discuss with staff the appropriateness of addressing any other topics meriting revisions that may not be adequately covered by the current drafts. At a minimum, we anticipate that this would likely center on legislation enacted since the plans' development regarding climate change, housing, and environmental justice. Based on our conversations with staff, we will compile a list of specific content of the plans to be refined or newly addressed and receive direction regarding their content. Our proposed project budget is based on assumptions regarding the scope and detail of these revisions and will be reviewed for its adequacy. In the event of shortfalls, we will review options for reducing the scope of the revisions.

Deliverables:

- + *List of items to be revised and discussion of the approach in addressing these: digital file*
- + *Analysis of budget for revisions*

2.3 Prepare Final Public Drafts General Plan and Downtown Specific Plan

For each topic identified in the preceding task, PlaceWorks will prepare and document revised goals, policies, actions, implementation programs, and diagrams as appropriate. Text revisions will be indicated in track changes, with strikeouts and underlines, and mapped changes graphically annotated. These will be submitted to City staff and a meeting conducted to review and receive feedback. Should additional changes be required, a revised version will be prepared and submitted for the City's confirmation. We will also provide a list of technical changes to correct mis-spellings, grammar, section and sub-section numbering, and pagination. Final proposed revisions to the plans will be forwarded to Psomas for their assessment of implications and as input for finalizing the Draft EIR.

Once approved by City staff, PlaceWorks will incorporate modified text and maps into final public drafts of the General Plan and Downtown Specific Plan for public review and Planning Commission and City Council hearings. We directly integrate these into digital source files of the current drafts provided by the City. As the reproducible versions of the plans were prepared using InDesign, the integration of expanded text may necessitate some re-formatting due to possible overflow on multiple pages of the documents. PlaceWorks will submit updated digital

files of the plans to the City for reproduction; distribution to the Planning Commission, City Council, and relevant agencies; and posting on the City's web page.

Deliverables:

- + *Administrative draft revised narrative text, goals, policies, actions, and implementation programs for each topic: Digital file*
- + *Revised and final draft of plan revisions for each topic: Digital file*
- + *Final public draft General Plan and Downtown Specific Plan: Digital file*

TASK 3. ENGAGING AND DEVELOPING PUBLIC SUPPORT FOR THE UPDATED GENERAL PLAN AND DOWNTOWN SPECIFIC PLAN

3.1 Develop the Public Engagement Strategy and Process

It is understood that it is the central objective of the work program to restore the momentum that has been lost due to delays in completing the planning process by engaging and reminding the community of their prior involvement, educating them of the content of the draft plans and asking the question regarding whether these reflect their input to date, and developing support leading to the formal public hearing and adoption process. PlaceWorks will meet with City staff to develop a comprehensive public engagement program to address these objectives.

As discussed with staff, this program will involve two citywide workshops and four focused/interest group meetings. As an option of the work program, we would propose that the City's web page be used more robustly as an interactive tool to create interest and excitement about the draft plans, educate the community regarding their content, and as a conduit for feedback and reaction in addition to its role for the posting of notices and the draft plan documents. Other options that may be considered include the use of social media, apps, and speaker forums. In meeting with City staff, we will confirm the objectives, methods, media, responsibilities, and schedule for the public engagement process.

Deliverables:

- + *Meeting agenda: Digital file*
- + *Description of public outreach and engagement program, schedule, and responsibilities: Digital file*

3.2 Citywide Public Workshops

PlaceWorks will serve as the lead in designing and facilitating two citywide public workshops and preparing notices, flyers, fact sheets, and other outreach media, presentations, and collateral materials. It is assumed that the City will be responsible for arranging and scheduling venues, outreach to organizations and individuals, and providing audio-visual equipment, refreshments, and registration support. Meetings will be conducted with City staff to confirm each workshop's objectives, expected outcomes, methodologies, and logistics. In developing the outreach program, we will with City staff review the methods used and participant list from the earlier stages of the planning program to learn what was effective and establish a base network of contacts that will be used in fostering participation.

It is assumed that the workshops would be organized as a full audience presentation with questions and answers addressed as a group or in a small-group setting. It is understood that City staff will be responsible for responding to questions regarding specific content developed during the planning process. Questions and comments received in the workshops will be recorded on flip charts, documented in a memorandum, and posted on the City's web page. An open house format with multiple stations addressing key sections of the plan may be considered as an option that would necessitate greater levels of staffing.

Deliverables (administrative draft and final for all items):

- + *Workshop outreach program--description and collateral materials (notices, fact sheets, and other: Digital files*

- + *Workshop agenda: Digital files*
- + *PowerPoint presentation: Digital files*
- + *General Plan and Specific Plan Fact Sheets (description of purposes and key content): Digital files*
- + *Display boards to be confirmed: Digital files (assume City reproduction)*
 - ▶ *Aerial map of the City*
 - ▶ *General Plan and Specific Plan overview*
 - ▶ *Plan land use diagrams (2)*
 - ▶ *Plan illustrations (option)*
 - ▶ *Photos from previous public engagement events (option)*
- + *Memorandum documenting questions and comments: Digital file and posted on City's web page*

3.3 Focus Group Meetings

PlaceWorks will serve as the lead in designing and facilitating up to four meetings with community and interest groups and organizations and preparing notices, flyers, fact sheets, presentations, and collateral materials. It is assumed that the City staff will work with PlaceWorks in identifying the types and composition of the groups to be involved and be responsible for contacting, scheduling, and providing audio-visual equipment (when needed), refreshments, and registration support. For continuity, we suggest that these groups correspond with those actively involved in earlier stages of the planning process to the extent feasible. It is assumed that these meetings will be organized as "conversations" involving recapitulation of the major messages heard to date, presentation of and linkage of plan content with this input, and opportunities for questions and answers. Questions and comments received in the workshops will be recorded on flip charts, documented in a memorandum, and posted on the City's web page.

Deliverables:

- + *Meeting agendas: Digital files*
- + *Materials used in the citywide workshops including (as appropriate):*
 - ▶ *PowerPoint presentation (assuming this will largely be the same as the citywide workshops): Digital files*
 - ▶ *General Plan and Specific Plan Fact Sheets (description of purposes and key content): Digital files*
 - ▶ *Display boards to be confirmed (aerial map, General Plan and Specific Plan land use diagrams), Plan illustrations, and/or photos from previous public engagement events*
- + *Memorandum documenting questions and comments: Digital file and posted on the City's web page*

3.4 Response to Public Input and Comments

A meeting will be conducted with City staff to review questions and comments elicited in the citywide public workshops and focus group meetings and discuss their implications. We will consider whether they rise to the level of significance to warrant further revisions of the plans' narrative, goals, policies, actions, and implementation programs. As directed by staff, we will prepare appropriate revisions to be incorporated into the plans to be submitted for Planning Commission and City Council consideration. Should additional research and/or analyses be required to support the revisions, these would be outside of the scope and budget of this proposal and we will discuss approaches for how these could be addressed with City staff.

Deliverables:

- + *General Plan and Specific Plan revisions to reflect public comments and input (strikeout and underline existing text; administrative and final drafts): Digital files*

TASK 4. PUBLIC HEARINGS AND ADOPTION

4.1 Planning Commission and City Council Public Hearings

PlaceWorks will participate in two public (2) hearings each with the Planning Commission and City Council to adopt the updated General Plan and Specific Plan and certify the EIR. We will work with City staff in developing content for the staff reports and preparing PowerPoint presentations. At the hearings, we will be available for presentations and respond to questions and comments. This task includes preparatory meetings, production of presentation materials, and participation in hearings by up to two PlaceWorks staff members. Under separate contractual agreement, Psomas will be responsible for presenting the analyses and findings of the Environmental Impact Report.

Deliverables:

- + *Input for staff reports: Digital files*
- + *Draft and final PowerPoint presentations for PC and CC: Digital files*
- + *Plan presentation displays, to be determined: Digital files*

4.2 Adopted General Plan and Specific Plan

On adoption of the updated General Plan and Specific Plan, PlaceWorks will prepare final documents incorporating any changes approved by the City Council. This will include revised digital files for printed production and posting on the City's web page.

Deliverables:

- + *Adopted General Plan and Downtown Specific Plans: Digital files*

TASK 5. CONTINGENCY—ADDITIONAL RESEARCH AND PLAN PREPARATION

PlaceWorks will consult with City staff to determine the need to and, at their direction, will supplement background information, goals and policies, and other materials deemed incomplete or inadequate by City staff. Additionally, it may be necessary to reformat or graphically modify baseline and the current plan documents to reflect these changes. This task will establish a contingency budget for these purposes.

Exhibit B Fee Schedule

The following presents PlaceWorks' estimated budget to assist the City of South Pasadena for completion of the draft General Plan and Downtown Specific Plan, facilitation of public workshops and meetings, and participation in Planning Commission and City Council public hearings. This estimate lists costs associated with specific work products and is based on assumptions regarding the scope of plan revisions and public activities described in the preceding Scope of Services. Should the City elect to pursue options described in the Scope, we will provide these estimates separately. We recognize the City's budget limitations and will work with staff in modifying these estimates as needed to meet available resources.

Task/Work Product	Hours		Planner \$125	Cost
	Principal \$240	PM \$190		
1. MANAGING AND ORGANIZING THE WORK PROGRAM				
1.1 Project Management (1 hr/wk @ 24 wks)		24		\$4,560
1.2 Coordination Meetings with City Staff (1 hr/wk @ 24 wks)	12	24		\$7,440
Agendas and meeting summaries (.5 hr/wk @ 24 wks)	6	12		\$3,720
<i>Sub-Total</i>				<i>\$15,720</i>
2. REVISED AND FINALIZED GP AND DOWNTOWN SP				
2.1 Plan Review	6	24		\$6,000
Transfer of resource materials		2	12	\$1,880
Questions based on plan review	2	8		\$2,000
Meeting with City staff and Rangwala	4	4		\$1,720
Meeting memo		2		\$380
2.2 Topics for GP and SP Revisions				
Meeting with City staff	2	2		\$860
List of topics and staff direction for content	2	4		\$1,240
2.3 Prepare Final Public Drafts of GP and SP				
Memos—draft revisions for each topic	6	24	4	\$6,500
Memos—approved revisions for each topic	3	9	2	\$2,680
Final public hearing draft GP and SP		4	36	\$5,260
Post on City web page (format)		1	4	\$690
<i>Sub-Total</i>				<i>\$29,210</i>
3. PUBLIC ENGAGEMENT				
3.1 Public Engagement Strategy				
Meeting with staff (including agenda)	4	4		\$1,720
Public outreach and engagement plan	2	16		\$3,520
Web page update (basic)		2	6	\$1,150
Expanded interactive web site (option)				50
3.2 Citywide Workshops (2)				
Planning meetings with City staff (2)	4	4		\$1,720
Outreach program—notices, flyers			24	\$3,000
Workshop agenda		2		\$380
PowerPoint presentation	2	4	32	\$5,240
GP and SP fact sheets			8	\$1,000
Aerial map			2	\$250
GP and SP overview display board			6	\$750
Land use diagrams display board			4	\$500
Plan illustrations display board (option)				50
Public engagement photos display board (option)				50
Attend/facilitate	8	8		\$3,440
Memo documenting public input (2)		6		\$1,140
3.3 Focus Group Meetings (4)				
Planning meetings with City staff (4)	8	8		\$3,440
Outreach program—notices, flyers			24	\$3,000
Focus meeting agenda (4)	4	4		\$1,720
PowerPoint presentation		4	8	\$1,760
Attend/facilitate	16	16		\$6,880
Memo documenting public input (2)		12		\$2,280
3.4 Response to Public Input/Comments				

Task/Work Product	Principal \$240	Hours		Planner \$125	Cost
		PM \$190			
Meeting with City staff (including agenda)	2	2			\$560
Draft Plan revisions (strikeout and underline)		4		12	\$2,260
Final Plan revisions				10	\$1,250
<i>Sub-Total</i>					<i>\$47,240</i>
4. PUBLIC HEARINGS AND ADOPTION					
4.1 Planning Commission and City Council					
Meetings with City staff (4)	6	6			\$2,560
Input for staff reports (2)		12			\$2,280
Draft and final PPTs (2)		4		16	\$2,760
Attend/participate	12				\$2,580
4.2 Adopted General Plan and Specific Plan	4			16	\$2,960
<i>Sub-Total</i>					<i>\$13,460</i>
5. CONTINGENCY—RESEARCH AND PREPARATION					
Work scope additions	16	24		24	\$11,400
<i>Sub-Total</i>					<i>\$11,400</i>
TOTAL LABOR COST					\$117,030
DIRECT COSTS (10% LABOR COST)					\$11,703
TOTAL ESTIMATED BUDGET					\$128,733

Table 2C-4. Guidelines for Advance Placement of Warning Signs

Posted or 85th-Percentile Speed	Advance Placement Distance ¹								
	Condition A: Speed reduction and lane changing in heavy traffic ²	Condition B: Deceleration to the listed advisory speed (mph) for the condition							
		0 ³	10 ⁴	20 ⁴	30 ⁴	40 ⁴	50 ⁴	60 ⁴	70 ⁴
20 mph	225 ft	100 ft ⁶	N/A ⁵	—	—	—	—	—	—
25 mph	325 ft	100 ft ⁶	N/A ⁵	N/A ⁵	—	—	—	—	—
30 mph	460 ft	100 ft ⁶	N/A ⁵	N/A ⁵	—	—	—	—	—
35 mph	565 ft	100 ft ⁶	N/A ⁵	N/A ⁵	N/A ⁵	—	—	—	—
40 mph	670 ft	125 ft	100 ft ⁶	100 ft ⁶	N/A ⁵	—	—	—	—
45 mph	775 ft	175 ft	125 ft	100 ft ⁶	100 ft ⁶	N/A ⁵	—	—	—
50 mph	885 ft	250 ft	200 ft	175 ft	125 ft	100 ft ⁶	—	—	—
55 mph	990 ft	325 ft	275 ft	225 ft	200 ft	125 ft	N/A ⁵	—	—
60 mph	1,100 ft	400 ft	350 ft	325 ft	275 ft	200 ft	100 ft ⁶	—	—
65 mph	1,200 ft	475 ft	450 ft	400 ft	350 ft	275 ft	200 ft	100 ft ⁶	—
70 mph	1,250 ft	550 ft	525 ft	500 ft	450 ft	375 ft	275 ft	150 ft	—
75 mph	1,350 ft	650 ft	625 ft	600 ft	550 ft	475 ft	375 ft	250 ft	100 ft ⁶

¹ The distances are adjusted for a sign legibility distance of 180 feet for Condition A. The distances for Condition B have been adjusted for a sign legibility distance of 250 feet, which is appropriate for an alignment warning symbol sign. For Conditions A and B, warning signs with less than 6-inch legend or more than four words, a minimum of 100 feet should be added to the advance placement distance to provide adequate legibility of the warning sign.

² Typical conditions are locations where the road user must use extra time to adjust speed and change lanes in heavy traffic because of a complex driving situation. Typical signs are Merge and Right Lane Ends. The distances are determined by providing the driver a PRT of 14.0 to 14.5 seconds for vehicle maneuvers (2005 AASHTO Policy, Exhibit 3-3, Decision Sight Distance, Avoidance Maneuver E) minus the legibility distance of 180 feet for the appropriate sign.

³ Typical condition is the warning of a potential stop situation. Typical signs are Stop Ahead, Yield Ahead, Signal Ahead, and Intersection Warning signs. The distances are based on the 2005 AASHTO Policy, Exhibit 3-1, Stopping Sight Distance, providing a PRT of 2.5 seconds, a deceleration rate of 11.2 feet/second², minus the sign legibility distance of 180 feet.

⁴ Typical conditions are locations where the road user must decrease speed to maneuver through the warned condition. Typical signs are Turn, Curve, Reverse Turn, or Reverse Curve. The distance is determined by providing a 2.5 second PRT, a vehicle deceleration rate of 10 feet/second², minus the sign legibility distance of 250 feet.

⁵ No suggested distances are provided for these speeds, as the placement location is dependent on site conditions and other signing. An alignment warning sign may be placed anywhere from the point of curvature up to 100 feet in advance of the curve. However, the alignment warning sign should be installed in advance of the curve and at least 100 feet from any other signs.

⁶ The minimum advance placement distance is listed as 100 feet to provide adequate spacing between signs.

Table 2C-5. Horizontal Alignment Sign Selection

Type of Horizontal Alignment Sign	Difference Between Speed Limit and Advisory Speed (See Section 2C.06)				
	5 mph	10 mph	15 mph	20 mph	25 mph or more
Turn (W1-1), Curve (W1-2), Reverse Turn (W1-3), Reverse Curve (W1-4), Winding Road (W1-5), and Combination Horizontal Alignment/Intersection (W1-1) (W1-10) (see Section 2C.07 to determine which sign to use)	Recommended	Required	Required	Required	Required
Advisory Speed Plaque (W13-1P)	Recommended	Required	Required	Required	Required
Chevrons (W1-8) and/or One Direction Large Arrow (W1-6)	Optional	Recommended	Required	Required	Required
Exit Speed (W13-2) and Ramp Speed (W13-3) on exit ramp	Optional	Optional	Recommended	Required	Required

FIRST AMENDMENT TO
AGREEMENT FOR SERVICES

THIS AMENDMENT (“Amendment”) is made and entered into on the 4th day of March, 2020 by and between the CITY OF SOUTH PASADENA (“City”) and PlaceWorks.

RECITALS

WHEREAS, on August 17, 2019, the City Council approved a Professional Services Agreement (PSA) with PlaceWorks to finalize the City’s General Plan Update and Downtown Specific Plan (GP/DTSP); and

WHEREAS, the Term of the Agreement is through December 31, 2019, with the option to extend upon written agreement of the parties; and

WHEREAS, the Payment for Services in the Agreement shall not exceed the original authorized amount of \$128,733 unless the City has given specific advance approval in writing; and

WHEREAS, the City and Consultant desire to expand the scope of services to incorporate the 2021 Housing Element Update into the GP/DTSP and extend the contract term by 24 months.

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

1. PARAGRAPH 3.1 “Scope of Services” is amended by adding an additional Scope of Services as set forth in Exhibit 1, attached and incorporated by this Amendment.
2. PARAGRAPH 3.4 “Maximum Amount” is amended to read as follows: The highest total compensation and costs payable to Consultant by the City under this Agreement. The Maximum Amount under this Agreement is Two Hundred Thirty-Five Thousand Three Hundred Twelve Dollars (\$235,312), which is comprised of One Hundred Twenty-Eight Thousand Seven Hundred Thirty-Three Dollars (\$128,733) for the original Scope of Services; and One Hundred Six Thousand Five Hundred Seventy-Nine Dollars (\$106,579) for the additional scope of work to incorporate the 2021 Housing Element Update into the GP/DTSP and extend the contract term to December 31, 2021.
3. PARAGRAPH 3.6 “Termination Date” is amended to read: December 31, 2021, or when the work is satisfactory completed, whichever occurs first, or unless extended by a supplemental amendment.
4. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

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

“CITY”

City of South Pasadena

DocuSigned by:

Stephanie DeWolfe

By: 1D552E2B75BD434...

Signature

Printed: Stephanie DeWolfe

Title: City Manager

Date: 06/11/2020

“Consultant”

PlaceWorks

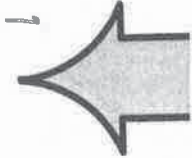
By: *Keith McCann*

Signature

Printed: Keith McCann

Title: CEO

Date: 3-16-20



Attest:

Maria E. Ayala
By: _____
for: Evelyn G. Zreiner, City Clerk

Maria E. Ayala, Chief City Clerk

Date: 06/11/2020

Approved as to form:

Teresa L. Highsmith
By: _____
Teresa L. Highsmith, City Attorney

Date: 06/11/2020

Exhibit 1 Scope of Services/Budget

Task 1.0 Planning Commission Meetings

(Budget for this task covered by existing contractual agreement)

Consultant will participate in three (3) meetings with the Planning Commission to review and receive feedback for the City's development standards, signage guidelines, and events policies (scheduled for March 10, April 14, and May 12). For each, Consultant will discuss meeting objectives and desired outcomes, prepare a draft PowerPoint presentation for staff review and final version incorporating revisions in response to staff's comments, and attend and participate in the meetings.

Deliverables: Prepare Draft and Final PowerPoint presentations (one (1) PPT and one (1) PDF format for each); attendance and participation in three (3) Planning Commission meetings

Task 2.0 Additional Planning Commission Meetings and Public Forums

Consultant will participate in up to nine (9) additional Planning Commission meetings and/or public workshops and forums to review and receive feedback for other draft GP and DTSP sections and content. For each, Consultant will discuss meeting objectives and desired outcomes, prepare a draft PowerPoint presentation for staff review and final version incorporating revisions in response to staff's comments, and attend and participate in the meetings and workshops/forums.

Deliverables: Prepare Draft and Final PowerPoint presentations (one (1) PPT and one (1) PDF format for each); and graphics and/or text input for display boards (to be selected, in digital format); and attendance and participation in nine (9) Planning Commission/Public Workshops

Task 3.0 Revised Public Draft General Plan and Downtown Specific Plan

Consultant will assist City staff in preparing revised public drafts of the GP and DTSP amending or revising existing content in response to comments received during the public period review period. Consultant will develop and submit a catalog listing comment letters and messages received, review the categories of comments compiled by City staff, meet with staff to identify the scope of revisions to be prepared and assign responsibilities for these, prepare revised plan text and graphics as determined, review and confirm these revisions with staff, and prepare final versions for inclusion in revised drafts that will be subject to Planning Commission and City Council public hearings. The scope of Consultant's revisions will be determined based on the maximum budget established for this task. It is understood that Consultant will submit text and graphic input to City staff, who will be responsible for final text and formatting of the plan documents.

Deliverables: Input for revised General Plan and Specific Plan documents: Digital files of text, tables, maps, and illustrations (as determined with City staff)

Task 4.0 Coordination with and Plan Revisions to Reflect Housing Element

As the GP's capacity for new housing development is less than the City's Regional Housing Needs Assessment (RHNA) allocation from the Southern California Association of Governments (SCAG), it is understood that a priority task for the Housing Element (HE) consultant team will be the identification and evaluation of the feasibility and implications of developing housing on

additional sites and/or modification of existing or planned development standards, including building heights and densities. Changes in these resulting from the HE work program, will be incorporated into the revised General Plan and Downtown Specific Plan in the preceding work task. To ensure consistency and for efficiency, the GP/DTSP team will work collaboratively with the HE team and be actively involved in the site evaluation process. Budget for much of this work has been separately identified in the HE work program.

Deliverables: Input for revised General Plan and Specific Plan documents as determined with City Staff (digital files of text, tables, maps, and illustrations)

Task 5.0 Public Hearings

(Budget for this task covered by existing contractual agreement)

Consultant will participate in two public (2) hearings with the Planning Commission and two (2) public hearings with the City Council to adopt the updated GP and DTSP and certify the EIR. Consultant will work with City staff in developing content for the staff reports and preparing PowerPoint presentations. At the hearings, Consultant will be available for presentations and respond to questions and comments. This task includes preparatory meetings, production of presentation materials, and participation in hearings by up to two Consultant staff members.

Deliverables: Input for staff reports (digital files); Draft and final PowerPoint presentations for PC and CC (digital files); Plan presentation displays, to be determined (digital files); and attendance and participation in two (2) Planning Commission meetings and two (2) City Council Meetings

Task 6.0 Project Management

Consultant will participate in additional weekly conference calls with City staff to review project tasks, products, schedule, and responsibilities and coordinate public outreach activities. These will be scheduled as standing meetings, which may be canceled at the direction of City staff should there be no substantive items for discussion. Consultant will prepare a meeting agenda in consultation with City staff and summarize outcomes and action items in a memorandum.

Deliverables: Meeting agendas (digital file); and summary of action items (digital file)

BUDGET

<u>Task</u>	<u>Labor Fee</u>			<u>Labor Cost</u>
	<u>Principal</u>	<u>Project Manager</u>	<u>Planner</u>	
	<u>\$240</u>	<u>\$195</u>	<u>\$125</u>	
Task 1 Planning Commission Meetings	Covered by existing contract			
Task 2 Additional Commission Meetings and Public Forums	63	36	9	\$23,265
Task 3 Revised Public Draft General Plan and Downtown Specific Plan	58	126	36	\$42,990
Task 4 Coordination with Housing Element	4	20	8	\$5,860
Task 5 Public Hearings	Covered by existing contract			
Task 6 Project Management	32	64	0	\$20,160
			Subtotal	\$92,275
			Reimbursable Expenses	\$4,614
			Contingency	\$9,689
			Total	\$106,579

SECOND AMENDMENT TO
AGREEMENT FOR SERVICES

THIS AMENDMENT (“Amendment”) is made and entered into on the 15th day of December, 2021 by and between the CITY OF SOUTH PASADENA (“City”) and PlaceWorks. (“Consultant”).

RECITALS

WHEREAS, on April 17, 2019, the City Council authorized the City Manager to execute a contract with PlaceWorks to finalize the General Plan Update and Downtown Specific Plan (GP/DTSP);

WHEREAS, on March 4, 2020, the City Council authorized the City Manager to execute the First Amendment with PlaceWorks to integrate the 2021-2029 Housing Element into the GP/DTSP;

WHEREAS, the Term of the Agreement is through December 31, 2021, with the option to extend upon written agreement of the parties;

WHEREAS, the City and Consultant desire to extend the contract until the project has been completed.

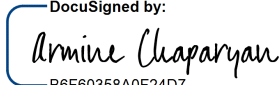
NOW, THEREFORE, THE CITY AND THE CONSULTANT AGREE AS FOLLOWS:

1. PARAGRAPH 3.7 “Termination Date” is amended to read: Completion of the project or upon cancellation by the City.
2. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

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

“CITY”

City of South Pasadena

By: 
Signature

Printed: Arminé Chaparyan

Title: City Manager

1/4/2022
Date: _____

“Consultant”

PlaceWorks


By: 
Signature

Printed: Keith McCann

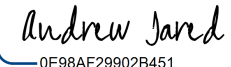
Title: CEO

Date: 12-15-21

Attest:

By: 
Christina Muñoz, Deputy City Clerk
1/5/2022
Date: _____

Approved as to form:

By: 
Andrew Jared, City Attorney
1/4/2022
Date: _____

ATTACHMENT 4

Proposed PlaceWorks GP/DTSP PSA 3rd Amendment

**THIRD AMENDMENT TO
AGREEMENT FOR SERVICES**

THIS AMENDMENT (“Amendment”) is made and entered into on the 20th day of April, 2022 by and between the CITY OF SOUTH PASADENA (“City”) and PlaceWorks. (“Consultant”).

RECITALS

WHEREAS, on April 17, 2019, the City Council authorized the City Manager to execute a contract with PlaceWorks to finalize the General Plan Update and Downtown Specific Plan (GP/DTSP);

WHEREAS, on March 4, 2020, the City Council authorized the City Manager to execute the First Amendment with PlaceWorks to integrate the 2021-2029 Housing Element into the GP/DTSP;

WHEREAS, on December 15, 2021, the City Council authorized the City Manager to execute the Second Amendment with PlaceWorks to extend the contract term until completion of the project or upon cancellation by the City; and

WHEREAS, on April 20, 2022, the City Council authorized the City Manager to execute the Third Amendment with PlaceWorks to facilitate additional analysis and community outreach required to ensure internal general plan consistency based on evolving housing element requirements; and

WHEREAS, the City and Consultant desire expand the Scope of Services to incorporate the additional scope as approved by Council.

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

1. PARAGRAPH 3.1 “Scope of Services” is amended by adding an additional Scope of Services as set forth in Exhibit 1, attached and incorporated by this Amendment.

2. PARAGRAPH 3.4 “Maximum Amount” is amended to read as follows: The highest total compensation and costs payable to Consultant by the City under this Agreement. The Maximum Amount under this Agreement is Two Hundred Sixty Thousand Three Hundred Twelve Dollars (\$260,312), which is comprised of One Hundred Twenty-Eight Thousand Seven Hundred Thirty-Three Dollars (\$128,733) for the original Scope of Services; One Hundred Six Thousand Five Hundred Seventy-Nine Dollars (\$106,579) for the additional scope of work to incorporate the 2021 Housing Element Update; and Twenty Five Thousand Dollars (\$25,000) for an additional round of revisions.

3. PARAGRAPH 13 "Notices" is amended to indicate that notices, bills, invoices or reports required by this Agreement shall be sent to the following designees at the City with no change to the addresses:

- a. If to City: Angelica Frausto-Lupo, Community Development Director,
- b. With a courtesy copy to Andrew Jared, City Attorney

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

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

"CITY"
City of South Pasadena

"Consultant"
PlaceWorks

By: _____
Signature

By: _____
Signature

Printed: Arminé Chaparyan

Printed: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Christina Muñoz, Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Andrew Jared, City Attorney

Date: _____

Exhibit 1
Additional Scope of Services

Task	Cost to Complete	Budget Remaining (as of 12/31/21)	Shortfall
Complete Revisions to GP in response to City Attorney Comments (one final round of revision to the document text, not including formatting or layout)	\$7,500	\$7,500	0
Complete Revisions to DTSP in response to City Attorney Comments (one final round of revision to the document text, not including formatting or layout)*	\$7,500	\$2,663	\$4,837
Public Hearings and Adoption (as scoped in original agreement)	\$13,460	0	\$13,460
Contingency			\$6,703
Total	\$28,460	\$10,163	\$25,000



City Council Agenda Report

ITEM NO. 19

DATE: April 20, 2022

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

PREPARED BY: Angelica Frausto-Lupo, Community Development Director

SUBJECT: **Approval of a Memorandum of Understanding with the South Pasadena Preservation Foundation for inspection of vacant Caltrans surplus homes; and Authorize City Manager to Issue Request for Qualifications for Housing Related Entities, to Issue a Request for Proposal for Property Inspection and Repair Estimates for such Properties, and to approve a First Amendment to Professional Services Agreement with CivicStone, LLC**

Recommendation

It is recommended that the City Council review and provide direction regarding the implementation of Senate Bill 381 (SB 381):

1. Authorize the City Manager to enter into a Memorandum of Understanding (MOU) with the South Pasadena Preservation Foundation (SPPF) to inspect the vacant historic surplus Caltrans properties and identify the character defining features; and
2. Authorize the City Manager to release a Request for Qualifications (RFQ) to solicit Housing Related Entities (HREs) for potential partnership opportunities and/or consultants to assist in the formation and implementation of a Community Land Trust; and
3. Authorize the City Manager to release a Request for Proposals (RFP) to conduct property inspection and repair estimates of the properties under consideration for purchase by the City; and
4. Approve a First Amendment to the Professional Services Agreement (PSA) with CivicStone, LLC to extend the contract term to complete the existing scope of work and authorize an additional \$5,850 for the additional scope of work, for total not-to-exceed amount of \$80,850.

Background

Caltrans Surplus Properties

Following the elimination of the SR-710 freeway extension, the California Department of Transportation (Caltrans) began offering the properties previously picked up and slated

for demolition to make way for the freeway extension for sale in phases. Caltrans identified a number of properties as surplus:

Property Type	Number of Units
Occupied	46
Unoccupied	20
Unimproved	2
Total	68

Established Priorities

The City Council has established the following priorities regarding the Caltrans surplus properties:

- Reintegrate Caltrans surplus properties back into the community in an expeditious manner; and
- Prevent displacement of tenants; and
- Support tenants interested in homeownership; and
- Identify affordable housing opportunities; and
- Preserve/protect historic properties.

On November 15, 2021, staff attended the SPPF Board of Directors meeting to discuss the surplus properties sales. SPPF reiterated their support of their 3-point plan as an additional option to dispose of the surplus properties. The 3-point plan proposes to dispose of the vacant properties through a side-by-side escrow, use the proceeds from the subsequent sales to develop affordable housing, and to support tenants interested in purchasing their homes. In addition, SPPF has offered to assist the City with property inspections of all properties and continue to monitor the compliance of the long-term historic covenants for the historic properties. Staff recommends SPPF inspection efforts would be most beneficial to focus on the unoccupied historic properties as reflected in the attached draft MOU. Their expertise and involvement in the community would provide guidance in documenting and preserving the character-defining features for the historic properties. The MOU would formalize the mutual agreement between SPPF and the City in preserving the historic elements of the unoccupied historic properties.

On December 1, 2021, the City Council terminated the previous SB 381 committees and established a new City Council Ad Hoc SB 381 Implementation Committee, comprised of Mayor Pro Tem Primuth and Councilmember Donovan. The Implementation Committee would participate in community and stakeholder discussions, review draft policies/regulations, work with staff on next steps, and provide recommendations to the full City Council. The City Council also directed staff to prepare a request for qualifications (RFQ) for Housing-Related Entities (HREs) for potential partnerships following the release of the emergency regulations, and conduct additional community outreach to the Caltrans tenants.

On December 9, 2021, staff met with Caltrans to discuss implementation of SB 381, the sales criteria, and next steps.

On February 23, 2022, the Implementation Committee met to discuss the rulemaking timeline, coordination with Caltrans, community outreach efforts, and the draft MOU with SPPF. Staff requested that Caltrans provide the City with access to the properties and property information files. To date, staff has yet to receive access to the properties and the property information files.

On March 31, 2022, the Implementation Committee met to discuss the emergency rulemaking, and next steps.

On April 4, 2022, the City submitted a comment letter in response to SB 381 Emergency Rulemaking to Caltrans and the Office of Administrative Law. The comments primarily requested Caltrans to clarify various sections of the regulations. Additionally, the letter requested the removal of resale restrictions, and requested noticing offers received from housing-related entities.

Analysis

On March 28, 2022 the Office of Administrative Law published the draft emergency rulemaking to implement SB 381. The emergency regulations included the following priority order for the sale of surplus properties:

Order	Property Type	Purchaser	Purchase Price
0	Occupied, Single-Family	Current Tenants who are former owners of the residence	Fair Market Value
1	Occupied, Single-Family	Current Tenants (Low or Moderate Income)	Affordable Price or Fair Market Value
2	Occupied, Single-Family	Current Tenants (Above Moderate Income)	Affordable Price or Fair Market Value
3	Occupied, Single- or Multi-Family	South Pasadena	Minimum (Acquisition) Price
4	Vacant, Single- or Multi-Family	South Pasadena	Minimum (Acquisition) Price
5	Occupied or Vacant, Single- or Multi-Family	Housing Related Entity	Reasonable Price
6	Occupied, Single- or Multi-Family	Current Tenants	Fair Market Value
7	Occupied or Vacant, Single- or Multi-Family	Former Tenants	Fair Market Value
8	Occupied or Vacant, Single- or Multi-Family	Open Market/Auction	Fair Market Value

In the final Caltrans 'Frequently Asked Questions' document, the first question is "*When will sales begin in South Pasadena?*" The response from Caltrans is:

“Caltrans anticipates starting sales this year, beginning with unoccupied properties shortly after adoption of the SB 381 emergency regulations. Occupied property sales could begin as early as Summer of 2022 through 2023 in phases.

Caltrans is proposing to release properties first to those occupants and tenants with tenancies exceeding 25 years. Each release will contain approximately 20 properties spread throughout the corridor with properties being released every two to four weeks. Properties with less than 25 years’ tenancy will likely receive notices 9 to 12 months later.”

SB 381 requires Caltrans to commence the sales process of unoccupied properties to the City prior to June 30, 2022. Once Caltrans provides the City a list and details related to the unoccupied properties, the City has 45 calendar days to indicate which properties the City wants to purchase. Caltrans will then send a sales contract, and the City has 60 calendar days from receipt to execute and return the contract to Caltrans. The City must close escrow within 120 days of the sales contract execution.

In order for the City to determine whether or not to purchase the unoccupied properties, Staff recommends working with the Implementation Committee to develop and issue an RFP to hire an independent inspection company to perform a thorough inspection of the homes the City is considering purchasing. This work would determine the actual scope and estimated cost of repairs. Any historic unoccupied homes will be inspected in conjunction with SPPF. Any estimated repair costs would be included in the property and overall portfolio financial analysis, and the analysis will explore opportunities with various public and private funding sources.

If the City Council would like to purchase any of the historic properties at the Minimum (Acquisition) Price and then sell them at Fair Market Value to an owner-occupied buyer, the property inspections may not be necessary since the properties would be sold in “as-is” condition. However, gathering information on the condition of the homes may still be valuable and seems complimentary to the SPPF inspection process.

With the financial analysis complete, the City can then make an informed decision on the disposition of the properties.

1. Should the City purchase any of the unoccupied surplus properties?
 - a. Which historic homes should be sold as-is at fair market value?
 - i. Will the proceeds be sufficient to provide 3 units of affordable housing?
 - b. Should the other homes be sold as-is to an affordable household that can financially afford the improvements?
 - c. Should some of the homes be renovated by a locally controlled Community Land Trust and either sold or leased at affordable rates?
2. How will the City address the tenants who do not qualify or choose not to purchase their home and who remain renters?

- a. Should these homes be placed in the locally controlled Community Land Trust portfolio?
- b. Should the City not purchase these properties, and instead, allow the County of Los Angeles, a private HRE or auction process decide the ownership and/or tenancy, property maintenance, and management?

One of the primary purposes of the State selling unoccupied surplus property is to provide low- and moderate-income rental or owner-occupied housing. This purpose existed prior to SB 381 and was reiterated in the passage of SB 381.

While SB 381 provides the City a priority to purchase properties that are unoccupied or not purchased by the current tenant, Caltrans has identified the County of Los Angeles as an approved Public HRE, and Public HRE's have priority over Private HRE's, which means the County can buy any property not purchased by the City and do so prior to a Private HRE.

As previously mentioned, on December 1, 2021, the City Council directed staff to release an RFQ to identify potential HRE partnership opportunities once the emergency regulations were released. The emergency regulations were released on March 28, 2022 and, at the time this report was prepared, staff was scheduled to discuss the HREs RFQ with the Implementation Committee on April 14, 2022. SB 381 requires Caltrans to begin the sales of unoccupied properties by June 30, 2022, and due to the quick turnaround required by Caltrans (45 calendar days from when the sales process begins) for the City to indicate which properties the City intends to purchase, staff recommends the City Council direct staff to work with the Implementation Committee on finalizing and releasing the RFQ for HREs for potential partnership opportunities. Partnership with an HRE will assist the City in identifying possible roles and responsibilities in the surplus disposition process, and help the City explore additional funding resources necessary to maintain the properties as affordable housing units.

The CivicStone PSA expires on June 30, 2022. Staff continues working with CivicStone in the completion of existing scope of work in assisting the City with the development of a strategy to acquire the Caltrans surplus properties including performing financial modeling, and preparing the request for proposal to solicit inspection companies. With the recent departure of the Deputy Community Development Director, staff recommends amending the contract with CivicStone to completion of existing scope, and the remaining balance of \$35,000 will cover the remaining items (i.e., prepare RFP for inspection services and financial modeling) to complete the existing scope of work.

However, if the City decides to pursue working with an HRE, and considering the recent Departure of the Deputy Community Development Director and the benefit of continuity with a consultant on expanded efforts, staff is recommending that the CivicStone scope of work be amended to add the preparation of the RFQ for HRE's and additional meetings with the Implementation Committee, Community, and Council. The cost of the additional scope of work is proposed to be \$5,850

Fiscal Impact

The proposed contract amendment with CivicStone will add \$5,850 to their existing contract for the preparation and release of the Housing Related Entities (HREs) RFQ.

Release of the RFP for inspection services and completion of financing modeling analysis would not result in a fiscal impact as they are already included in CivicStone's scope of work and approved contract. However, award of the property inspection contract will be brought to the City Council at a future date for authorization resulting in a fiscal impact in the amount of the proposed budget. Similarly, selection of an HRE partner will necessitate a contract to be brought to the City Council for authorization resulting in a fiscal impact in the amount of the future proposed contract and budget.

Alternatives Considered

1. Explore options with Caltrans regarding possible double escrow opportunities. There may be limitations due to the passage of SB 381.
2. The City can choose not to purchase any of the surplus Caltrans properties. If the City elects not to purchase any of the properties, the properties that are not purchased by the current tenants would result in those properties being made available to other Housing-Related Entities.

Community Outreach

On January 6, 2022, staff mailed a letter to all South Pasadena Caltrans tenants to survey the tenants' interest in their property. The survey included the following questions:

- Are you interested in purchasing your property?
- Are you interested in learning more about the sales process?
- Are you interested in learning more about possible financing options?
- Are you interested in continuing to rent your property?

On February 15, 2022, staff sent out a follow-up postcard requesting tenants to respond to the survey and shared information regarding Veteran's Realty Group, Caltrans' contracted vendor to facilitate the surplus property sales.

On March 1, 2022, staff sent an email to the Caltrans tenants' mailing list to share the draft emergency rulemaking.

On March 6, 2022, information regarding a home ownership workshop sponsored by Senator Portantino in conjunction with LA Partners in Home Ownership was shared with Caltrans tenants, posted on City social media accounts and the City website. The virtual workshop was held on March 12, 2022 and provided information on the home buying process and government programs for first-time home buyers.

Attachments:

1. MOU with the South Pasadena Preservation Foundation
2. SB 381 Proposed Regulatory Text- Emergency Rulemaking
3. Comment Letter Submitted to Caltrans on SB 381 Emergency Rulemaking
4. CivicStone PSA 2021-027
5. First Amendment to CivicStone PSA

ATTACHMENT 1

MOU with the South Pasadena Preservation Foundation

**A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SOUTH PASADENA AND THE
SOUTH PASADENA PRESERVATION FOUNDATION TO CODUCT HISTORIC RESOURCE
EVALUATIONS OF THE HISTORIC CALTRANS SURPLUS PROPERTIES**

WHEREAS, the California Department of Transportation (Caltrans) has developed the Affordable Sales Program to sell surplus Caltrans properties within the previous SR-710 corridor; and,

WHEREAS, on September 28, 2021, Governor Newsom signed Senate Bill 381 (SB 381, Portantino) into law and changed the surplus properties sales priorities within the City of South Pasadena (City); and,

WHEREAS, the City now has an opportunity to purchase the historic properties at the original acquisition price, sell the properties at fair market value, and use the proceeds to create affordable housing units at a ratio of 3:1; and,

WHEREAS, there are twenty eight historic surplus properties that may be offered to the City for purchase; and,

WHEREAS, the South Pasadena Preservation Foundation (SPPF) has the expertise to inspect the vacant historic surplus properties and identify the character defining features; and,

WHEREAS, the City Council would like to have a comprehensive analysis of the available properties prior to making a determination on which properties to purchase; and,

NOW, **THEREFORE**, the Parties hereto agree as follows:

1. **HISTORICAL RESOURCES EVALUATION** - The City and SPPF will evaluate the vacant historic surplus properties being offered by Caltrans through the Affordable Sales Program. SPPF will provide their historic preservation expertise, on a volunteer basis, to identify the character defining features for the vacant historic properties in order to provide the City with a better assessment of the financial responsibilities associated with the purchase, maintenance, and renovation of these historic properties.
2. **MANAGEMENT OF OPERATIONS** - The City Manager (or their designees) shall coordinate with SPPF (or their designees) to obtain access to the surplus properties from Caltrans to conduct the evaluation.
3. **FINANCIAL COSTS** - There will be no financial costs associated with the implementation of this MOU since the historic resources evaluation conducted by SPPF will be done on a volunteer basis.

4. **INDEMNIFICATION** - Each Party to this MOU agrees to indemnify and hold harmless the other Party, their officers, agents, and employees, from any and all claims, demands, actions, causes of action, damages or liability (including attorneys' fees and court costs) for injury to or death of persons, or for damage to property resulting from or arising out of any act and/or omission by the indemnifying Party, its officers, agents or employees in the performance of this MOU. Responsibility for the handling, processing and defense of general public liability claims, contract disputes, complaints or lawsuits shall inure to the Party or Parties named. Nothing herein shall preclude the Parties from entering into separate joint defense agreements or assumption of liability agreements.

5. **TERMINATION OF MOU** - Either Party may terminate this MOU upon the giving of thirty (30) days written notice in advance of the date or, alternatively, all of the Parties' authorized representatives.

6. **DISSOLUTION** - Upon completion of the purposes of this MOU, or as determined by the Parties, at any time, this MOU may be terminated.

7. **NOTICE TO PARTIES (AUTHORIZED REPRESENTATIVES)** - Notices given pursuant to the requirements of this MOU shall be by personal service upon the Party to be notified by writing upon such notice being deposited into the custody of the United States Postal Service addressed as follows:

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

SPPF
 President
 913 Meridian Avenue
 South Pasadena, CA 91030

8. **AMENDMENTS** - This MOU may be amended upon unanimous action by each respective Member's authorized representative.

IN WITNESS WHEREOF, the Parties hereto have caused MOU to be executed by their duly authorized representatives:

City of South Pasadena:

 Arminé Chaparyan, City Manager _____
 Date

South Pasadena Preservation Foundation:

 Mark Gallatin, President _____
 Date

ATTACHMENT 2

SB 381 Proposed Regulatory Text (Emergency Rulemaking)

**TITLE 21 PUBLIC WORKS
DIVISION 2. DEPARTMENT OF TRANSPORTATION
CHAPTER 9.5. STATE ROUTE 710 SALES PROGRAM**

§ 1475. General

(a) **Application.** This chapter only applies to properties purchased by the Department for the purpose of closing the SR-710 North Gap between SR-10 and SR-210 in Los Angeles County.

(b) **Limitation.** Nothing in this chapter limits the Department's discretion regarding when to sell its properties, except as specified by statute. Nothing in this chapter creates, expands, or confers any right or entitlement to purchase property that does not already exist in law.

(c) **Time Extensions.** The Department may extend any time to perform an action provided for in this chapter upon a finding of good cause in furtherance of Government Code section 54238.4 and upon notice to the persons or entities affected by the extension by written correspondence.

(d) **CTC Approval Required.** All sales under this chapter are subject to approval by the California Transportation Commission.

(e) **Lender Limitations.** Except as otherwise provided in this chapter, a lender shall not have or anticipate an interest in or stand to gain financially from any Surplus Residential Property other than in the lender's capacity as a mortgage lender.

(f) **Historical Covenants.** In addition to the Use and Resale Restrictions described in §§ 1481.1, 1483.1, 1484.1, and 1485.1, the Department shall impose historical covenants to preserve and maintain properties with architectural, historical, or cultural significance to comply with the California Environmental Quality Act (CEQA). If the Department determines a historical covenant is required for a property, then the Department will provide a historical covenant with the applicable sales contract. If a buyer fails to sign applicable historical covenants, then the sales contract is void.

(g) This chapter does not apply to the qualification criteria to obtain a loan. The eligibility criteria discussed in this chapter has no relation to the qualification criteria that a lender may require.

(h) **Properties Offered but Not Sold Under Prior Regulations.** Any Property offered for sale pursuant to 21 Cal. Code Regs. § 1475 et seq. between July 26, 2016 and December 12, 2021 and that did not close escrow shall:

(1) If the Property entered escrow and the buyer still desires to purchase, then the Department shall close escrow and finalize the sale pursuant to the terms of the executed sales contract. If the Property falls out of escrow, then (2) shall apply.

(2) If the Property did not enter escrow, then the Property shall be offered pursuant to current regulations, starting at Priority 0, as specified in Sections 1477 through 1477.3, as applicable.

Note: Authority Cited: Section 54237, Government Code.

Reference: Sections 54236, 54238.3 & 54238.4, Government Code; Sections 5024, 5024.5 & 21000 through 21189.70.10, Public Resources Code; Section 118, Streets and Highways Code.

§ 1477. Priorities of Sale

(a) **Priorities by City.** The priorities for sale of properties in the City of Los Angeles are provided in § 1477.1. The priorities for sale of properties in the City of Pasadena are provided in § 1477.2. The priorities for sale of properties in the City of South Pasadena are provided in § 1477.3.

(b) **Order of Priorities.** Properties offered for sale under this chapter shall be offered in the sequential order specified in ~~§§ 1477.1, or § 1477.2, or 1477.3,~~ as applicable. Properties cannot return to a completed priority, unless specified in ~~§§ 1477.1, or § 1477.2, or 1477.3.~~

Note: Authority Cited: Section 54237, Government Code.

Reference: Sections 54237, 54237.3 & 54239.1 & 54239.4, Government Code.

§ 1477.1. Priority of Sale for Properties in the City of Los Angeles

(a) **Surplus Residential Properties.** All Surplus Residential Properties in the City of Los Angeles shall be offered for sale in this order:

- (1) Single-Family Residences to Occupants who are former owners of the Single-Family Residence at Fair Market Value. This is Priority 0 and is governed by § 1480.
- (2) Single-Family Residences to the Occupants at either an Affordable Price or Fair Market Value. This is Priority 1 and is governed by §§ 1481-1 through 1481.4.
- (3) Single-Family Residences to the Occupants at either an Affordable Price or Fair Market Value. This is Priority 2 and is governed by § 1482.
- (4) Surplus Residential Properties to the Tenant at Fair Market Value if they have used the Property as their Principal Place of Residence continuously for the five years prior to the postmarked date on the letter sent pursuant to § 1478(a)(1). This is Priority 6 and is governed by § 1486.
- (5) SB 580 properties to nonprofit private entities dedicated to rehabilitating and maintaining the historic home for public and community access and use. This is Priority 4 and is governed by §§ 1484 through 1484.2.
- (6) Surplus Residential Properties to a Housing-Related Private Entity at a Reasonable Price. This is Priority 5 and is governed by §§ 1485 through 1485.1.
- (7) Surplus Residential Properties to the Tenant at Fair Market Value. This is Priority 6 and is governed by § 1486.

(8) Surplus Residential Properties to a former Tenant at Fair Market Value. This is Priority 7 and is governed by § 1487.

(9) Surplus Residential Properties to any buyer pursuant to Streets and Highways Code § 118. This is Priority 8 and is governed by § 1488.

(b) **Surplus Nonresidential Properties.** All Surplus Nonresidential Properties in the City of Los Angeles, except those described in § 1477.4, shall be offered for sale in this order:

(1) To current Tenants at Fair Market Value. This is Priority 9 and is governed by § 1489.

(2) To a Housing-Related Private Entity at a Reasonable Price if the property is unimproved. This is Priority 5 and is governed by §§ 1485 through 1485.1.

(3) To any buyer pursuant to Streets and Highways Code § 118. This is Priority 8 and is governed by § 1488.

Note: Authority Cited: Section 54237, Government Code.

Reference: Sections 54237, 54237.3 & 54239.1, Government Code.

§ 1477.2. Priority of Sale for Properties in the City of Pasadena

(a) **Surplus Residential Properties.** All Surplus Residential Properties in the City of Pasadena shall be offered for sale in this order:

(1) Single-Family Residences to Occupants who are former owners of the Single-Family Residence at Fair Market Value. This is Priority 0 and is governed by § 1480.

(2) Single-Family Residences to the Occupants at either an Affordable Price or Fair Market Value. This is Priority 1 and is governed by §§ 1481-~~4~~ through 1481.4.

(3) Single-Family Residences to the Occupants at either an Affordable Price or Fair Market Value. This is Priority 2 and is governed by § 1482.

(4) Surplus Residential Properties to a Housing-Related Public Entity at a Reasonable Price. This is Priority 3 and is governed by §§ 1483 through 1483.1.

(5) SB 580 properties to nonprofit private entities dedicated to rehabilitating and maintaining the historic home for public and community access and use. This is Priority 4 and is governed by §§ 1484 through 1484.2.

(6) Surplus Residential Properties to a Housing-Related Private Entity at a Reasonable Price. This is Priority 5 and is governed by §§ 1485 through 1485.1.

(7) Surplus Residential Properties to the Tenant at Fair Market Value. This is Priority 6 and is governed by § 1486.

(8) Surplus Residential Properties to a former Tenant at Fair Market Value. This is Priority 7 and is governed by § 1487.

(9) Surplus Residential Properties to any buyer pursuant to Streets and

Highways Code § 118. This is Priority 8 and is governed by § 1488.

(b) ***Surplus Nonresidential Properties.*** All Surplus Nonresidential Properties in the City of Pasadena, except those described in § 1477.4, shall be offered for sale in this order:

(1) To current Tenants at Fair Market Value. This is Priority 9 and is governed by § 1489.

(2) To any buyer pursuant to Streets and Highways Code § 118. This is Priority 8 and is governed by § 1488.

Note: Authority Cited: Section 54237, Government Code.

Reference: Sections 54237, 54237.3 & 54239.1, Government Code.

§ 1477.3. Priority of Sale for Properties in the City of South Pasadena

(a) Surplus Residential Properties. All Surplus Residential Properties in the City of South Pasadena must be offered for sale in this order:

(1) Single-Family Residences to Occupants who are former owners of the Single-Family Residence at Fair Market Value. This is Priority 0 and is governed by § 1480.

(2) Single Family Residences to the Occupants at either an Affordable Price or Fair Market Value. This is Priority 1 and is governed by §§ 1481 through 1481.4.

(3) Single Family Residences to the Occupants at either an Affordable Price or Fair Market Value. This is Priority 2 and is governed by § 1482.

(4) Surplus Residential Properties to the Tenant at Fair Market Value. This is Priority 6 and is governed by § 1486.

(5) Unoccupied SB 381 Properties to the City of South Pasadena. This is Priority 4SP and is governed by § 1484.3.

(6) Surplus Residential Properties to the City of South Pasadena. This is Priority 3 and is governed by §§ 1483 through 1483.1.

(7) Surplus Residential Properties to a Housing-Related Private Entity at a Reasonable Price. This is Priority 5 and is governed by §§ 1485 through 1485.1.

(8) Surplus Residential Properties to the Tenant at Fair Market Value. This is Priority 6 and is governed by § 1486.

(9) Surplus Residential Properties to a former Tenant at Fair Market Value. This is Priority 7 and is governed by § 1487.

(10) Surplus Residential Properties to any buyer pursuant to Streets and Highways Code § 118. This is Priority 8 and is governed by § 1488.

(b) Surplus Nonresidential Properties. All Surplus Nonresidential Properties in the City of South Pasadena, except those described in § 1477.4, must be offered for sale in this order:

(1) To current Tenants at Fair Market Value. This is Priority 9 and is governed by § 1489.

(2) To the City of South Pasadena if the property is unimproved. This is Priority 3 and is governed by §§ 1483 through 1483.1.

(3) To a Housing-Related Private Entity if the property is unimproved. This is Priority 5 and is governed by §§ 1485 through 1485.1.

(4) To any buyer pursuant to Streets and Highways Code § 118. This is Priority 8 and is governed by § 1488.

Note: Authority Cited: Section 54237, Government Code.

Reference: Sections 54237, 54237.3, 54239.1 & 54239.4, Government Code.

§ 1477.4. Nonresidential Properties Leased by Cities or Non-Profits

(a) All properties identified in Government Code § 54237(f)(2) shall be first offered pursuant to the terms of § 54237(f)(2). Any such property not sold pursuant to that process shall then be offered for sale pursuant to the priorities specified in §§ 1477.1 or § 1477.2, or 1477.3, as applicable.

Note: Authority Cited: Section 54237, Government Code.

Reference: Sections 54237, 54237.3 & 54239.1, Government Code.

§ 1483. Priority 3: Housing-Related Public Entities

(a) **Offer at Priority 3.** When Priority 3 is specified as the next priority by §§ 1477.2; or 1477.3(a), as applicable, then all Surplus Residential Properties not already sold shall be next offered to a Housing-Related Public Entity at a Reasonable Price pursuant to this section. Single-Family Residences identified in § 1481.4 cannot be sold at Priority 3 until after all Priority 1 and 2 sales have closed escrow.

When Priority 3 is specified as the next priority by § 1477.3(b), then all Surplus Nonresidential Properties not already sold shall next be offered to a Housing-Related Public Entity at a Reasonable Price pursuant to this section.

(b) **HREs.** The Housing-Related Public Entities who may purchase at Priority 3 are the City of Pasadena, the City of South Pasadena, and the County of Los Angeles.

(c) **Soliciting Interest.** The Department will provide to each Housing-Related Public Entity identified in (b) a written list of Surplus Residential Properties to be offered for sale within its jurisdictional boundaries. For each such Surplus Residential Property on the list, the Department will provide the following information:

- (1) The address; and
- (2) The Reasonable Price, which for Priority 3, is set at the Minimum Sales Price; and
- (3) A copy of the current lease or rental agreement, if any; and

- (4) Copies of all repair records for the prior three years; and
- (5) Copy of the Use and Resale Restrictions.

(d) **Response.** If a Housing-Related Public Entity wants to purchase any of the properties identified on the list provided to it pursuant to (c), then it shall notify the Department in writing of the properties from the list it wants to purchase within 30 calendar days from the postmarked date of the letter sent pursuant to (c).

(e) **Sales Contracts.** The Department will send a sales contract to a Housing-Related Public Entity for each property identified by the entity pursuant to (d), subject to the following:

- (1) Properties identified pursuant to (d) shall be on the list provided to the entity pursuant to (c).
- (2) The sales contract shall be executed and returned to the Department within 60 calendar days of the date the Department sends the contract.
- (3) If the County of Los Angeles identifies a property that is also identified by the City of Pasadena or the City of South Pasadena, then the Department will first offer the property to the City of Pasadena or the City of South Pasadena. If the City of Pasadena or the City of South Pasadena does not purchase the property, then it will ~~then~~ be offered to the County of Los Angeles.

(f) **Escrow.** Upon execution of the sales contract, the Housing-Related Public Entity will have 120 calendar days to close escrow. Upon written request, the Department will provide an additional 30 calendar days to close escrow.

(g) **Closing Costs and Escrow Fees.** The purchasing Housing-Related Public Entity shall pay all closing costs and escrow fees.

(h) **No Warranty.** Any Priority 3 sale is “as-is” and without warranty.

Note: Authority Cited: Section 54237, Government Code.

Reference: Sections 54236, ~~&~~ 54237 & 54239.4, Government Code.

§ 1483.1. Priority 3: Use Restrictions

(a) **Restrictions.** As a condition for sale at a Reasonable Price at Priority 3, a Housing-Related Public Entity shall agree to Use and Resale Restrictions containing the terms, conditions, and restrictions imposed by the Department to ensure the property remains available to Persons and Families of Low or Moderate Income. The Use and Resale Restrictions described in § 1485.1 shall apply to properties purchased at Priority 3, with:

- (1) All references to “Priority 5” shall be read as “Priority 3”, and
- (2) All references to “Housing-Related Private Entity” shall be read as “Housing-Related Public Entity”.

(b) **Provisions Specific to Properties in the City of Pasadena.** If the Surplus Residential Property offered at Priority 3 is within the City of Pasadena, then:

(1) In addition to the restrictions described in § 1485.1(b), the Housing-Related Public Entity shall cause the Surplus Residential Property to be developed as a limited equity cooperative with first right of occupancy to present Occupants, unless the Housing-Related Public Entity determines such a cooperative is not feasible.

(2) Section 1485.1(e) shall not apply.

(3) § 1485.1(c)(2)(B) shall not apply. Instead, § 1485.1(c)(2)(B) shall be read as saying: "All profits from the subsequent sale by the Housing-Related Public Entity shall be dedicated to the construction of housing for Persons and Families of Low or Moderate Income within Pasadena, South Pasadena, Alhambra, La Canada Flintridge, or the 90032 postal ZIP Code."

(c) Provisions Specific to Properties in the City of South Pasadena. If the Surplus Residential Property offered at Priority 3 is within the City of South Pasadena, then:

(1) § 1485.1(c)(2)(B) shall not apply. Instead, § 1485.1(c)(2)(B) must be read as saying: "All profits from the subsequent sale by the Housing-Related Public Entity are dedicated to the construction of housing for Persons and Families of Low or Moderate Income within the City of South Pasadena."

Note: Authority Cited: Section 54237, Government Code.

Reference: Sections 54236, 54237, & 54238 & 54239.4, Government Code.

§ 1484.3 Priority 4SP: South Pasadena

(a) Offer at Priority 4SP. SB 381 Properties are described in (b). When Priority 4SP is specified as the next priority by § 1477.3(a)(5), then all Surplus Residential Properties that are also SB 381 Properties that have not already been sold shall be next offered to the City of South Pasadena at the Minimum Sales Price pursuant to this section.

(b) SB 381 Properties. The properties to be offered pursuant to this section include only unoccupied Surplus Residential Properties within the City of South Pasadena that meet at least one of these criteria:

(1) The property is identified in § 1484.2; or

(2) The property meets the criteria in Gov. Code, § 54239.4(b)(1)(T)(2)(B).

(c) City designated properties. The Department shall send a written request to the City of South Pasadena to provide a list of all properties that meet the criteria in Gov. Code, § 54239.4(b)(1)(T)(2)(B). The City of South Pasadena may provide to Caltrans a list of all properties that meet the criteria in Gov. Code, § 54239.4(b)(1)(T)(2)(B). The Department shall use the provided list to determine which of its Surplus Residential Properties meet the criteria in (b)(2) if it is received within 30 days of the written request. If no list is provided within the 30 days, then it shall be determined that the City of South Pasadena is not interested in purchasing any properties that meet the criteria in Gov. Code, § 54239.4(b)(1)(T)(2)(B) at Priority 4SP.

(d) Soliciting Interest. The Department will provide to the City of South Pasadena a written list of the unoccupied SB 381 Properties to be offered for sale under Priority

4SP. For each such property on the list, the Department will provide the following information:

- (1) The address; and
- (2) The Minimum Sales Price; and
- (3) Copies of all repair records for the prior 3 years; and
- (4) Copy of the Use and Resale Restrictions described in (j).

(e) **Response.** If the City of South Pasadena wants to purchase any of the properties identified on the list provided to it pursuant to (d), then it shall notify the Department in writing of the properties from the list it wants to purchase within 45 calendar days from the postmarked date of the letter sent pursuant to (d).

(f) **Sales Contracts.** The Department will send a sales contract to the City of South Pasadena for each property identified by the City pursuant to (e), subject to the following:

- (1) Properties identified pursuant to (e) must be on the list provided to the City pursuant to (d).
- (2) The sales contract must be executed and returned to the Department within 60 calendar days of the date the Department sends the contract.

(g) **Escrow.** Upon execution of the sales contract, the City of South Pasadena will have 120 calendar days to close escrow. Upon written request, the Department will provide an additional 30 calendar days to close escrow. The City of South Pasadena must also comply with the Requirement in Government Code, § 54239.4(b)(1)(D) before closing escrow.

(h) **Closing Costs and Escrow Fees.** The City of South Pasadena must pay all closing costs and escrow fees.

(i) **No Warranty.** Any Priority 4SP sale is “as-is” and without warranty.

(j) **Use Restrictions.** As a condition for sale at the Minimum Sales Price at Priority 4SP, the City of South Pasadena shall agree to Use and Resale Restrictions containing the terms, conditions, and restrictions imposed by the Department to ensure compliance with Government Code section 54239.4. These Use and Resale Restrictions are contained in their entirety in *Form 1477.3(a)(5) – South Pasadena, Priority 4SP (02/22)*, which is hereby incorporated by reference. Upon mutual consent of the Department and the City of South Pasadena, the Use and Resale Restrictions may be amended to the extent that such amendment does not contradict statute.

Note: Authority Cited: Section 54237, Government Code.

Reference: Section 54239.4, Government Code.

§ 1485. Priority 5

(a) **Offer at Priority 5.** When Priority 5 is specified as the next priority by §§ 1477.1, or 1477.2, or 1477.3, as applicable, then all Surplus Residential Properties not already

sold shall be next offered to a Housing-Related Private Entity at a Reasonable Price pursuant to this section. A Housing-Related Private Entity is a joint venture, partnership, limited partnership, trust, corporation, community land trust, or other legal entity approved by the Department as qualified to own, construct, acquire, or rehabilitate affordable housing for Persons and Families of Low or Moderate Income. The entity may be for profit, nonprofit, or limited profit. If the property is located in the City of Los Angeles, then the City of Los Angeles will be treated as a Housing-Related Private Entity for the purposes of this section and section 1485.1.

(b) **HRE Registry.** The Department will maintain a registry of approved Housing-Related Private Entities on its website. The registry will be created and maintained subject to the following:

(1) No less than once each calendar year, the Department will solicit applications for entities to be approved as Housing-Related Private Entities by publishing a notice in at least one newspaper of general circulation within the County of Los Angeles, pursuant to Government Code §§ 6060 and 6061.3. The Department may also use other means to solicit interest.

(2) Entities may submit a written application to the Department. Applications shall include the entity's qualifications, address, and email address.

(3) The Department will review applications submitted pursuant to (2) based on criteria that includes, but is not limited to:

(A) the entity's experience in providing affordable housing for Persons and Families of Low or Moderate Income; and

(B) the experience of the entity's employees, management, board members, etc. in providing affordable housing; and

(C) the number of affordable housing units in the entity's portfolio; and

(D) the entity's reputation as a provider of affordable housing; and

(E) the entity's stated mission.

(4) The Department will notify the entity by email whether it has been approved as a Housing-Related Private Entity. Approval and placement on the registry create no entitlement to purchase under this chapter.

(5) The Department may reassess a Housing-Related Private Entity's qualifications at any time at its sole discretion.

(6) An approved Housing-Related Private Entity shall resubmit an application every three years to remain on the registry.

(7) Notwithstanding (1) through (6), the Department will place the City of Los Angeles on the registry for properties located within the City of Los Angeles.

(c) **Request Bids.** The Department will request bids by email from the entities on the registry described in (b). The request will include the following information for each property offered at Priority 5:

- (1) the Reasonable Price, which for Priority 5, is set at the Minimum Sales Price; and
- (2) a copy of the current lease or rental agreement, if any; and
- (3) copies of all repair records for the prior three years; and
- (4) a copy of the Use and Resale Restrictions described in § 1485.1; and
- (5) the due date for bids.

(d) **Bid Submittal.** An approved Housing-Related Private Entity has 45 calendar days from the date of the email described in (c) to provide written bids to the Department. Bids shall include, but are not limited to:

- (1) a 10-year proforma showing the financial sustainability of renting the Surplus Residential Property at Affordable Rents, showing estimated operation revenue, expenses, reserves, and debt service costs; and
- (2) an explanation of the Housing-Related Private Entity's plan for current Occupants, if any; and
- (3) an explanation of the Housing-Related Private Entity's proposal to comply with this chapter and the Use and Resale Restrictions; and
- (4) a marketing plan for targeting Persons and Families of Low or Moderate Income as future Tenants, including the target levels for affordability; and
- (5) a plan for rehabilitation of the property including cost estimates and timeframes; and
- (6) a readiness component, including but not limited to, secured financing and draft contracts with contractors for rehabilitation; and
- (7) if the Surplus Residential Property is in the City of Pasadena, then the Housing-Related Private Entity's determination of whether it is feasible to develop the property as a limited equity cooperative with first right of refusal to present Occupants.

(e) **Bid Evaluation.** The Department will review all bids provided by approved Housing-Related Private Entities pursuant to (d). The Department of Housing and Community Development may assist the Department in reviewing bids. Bids will be reviewed based on the following criteria:

- (1) the entity's experience and capability in providing affordable housing; and
- (2) the entity's ability to sustainably provide affordable housing at Affordable Rents; and
- (3) the target income for Affordable Rents, with preference to provide affordable housing for lower incomes;
- (4) the financial feasibility of the submitted proforma based on the target income population stated in the Bid;
- (5) compliance with this chapter and the Use and Resale Restrictions described in § 1485.1; and

- (6) the entity's Plan for rehabilitation; and
- (7) the entity's readiness to perform.

(f) **Interview.** The Department may request a meeting with Housing-Related Private Entities to discuss their bids. Any such meeting will be held in Los Angeles County, and the Department will provide at least 15 calendar days written notice of the time and place.

(g) **Bid Deficiencies.** If the Department determines that all bids for a Surplus Residential Property are deficient and that there is no acceptable bid, then the Department shall provide the bidding entities an additional 30 calendar days to supplement their bids for that property. If after supplementation there is no acceptable bid, then the Department shall move the property to Priority 6.

(h) **Bid Awards.** The Department retains sole discretion in determining a winning bid for a Surplus Residential Property and will announce the winning bid for each property by sending an email to all Housing-Related Private Entities that bid on the property. The email will include:

- (1) The address of the Surplus Residential Property; and
- (2) A ranking of the top three bids. Bids that do not comply with, or propose noncompliance with, §§ 1485 or 1485.1 shall not be ranked; and
- (3) An explanation of the rankings of the top three bids.

(i) **Appeal Process.** An approved Housing-Related Private Entity has seven calendar days from the date of the email described in (h) to submit an appeal by email to the Department describing the basis of the appeal. The appeal process consists of:

- (1) A review by the Department's District 7 Director of all bids for the Surplus Residential Property subject to the appeal; and
- (2) A determination by the Department's District 7 Director on the stated basis of the appeal; and
- (3) A written response to the appealing entity regarding the findings of the appeal; and
- (4) The decision of the Department's District 7 Director is final.

(j) **Sales Contracts.** The Department will send a sales contract to a Housing-Related Private Entity for each property awarded to it. The sales contract shall be executed and returned to the Department within 30 calendar days of the date the Department sends the contract.

- (1) The Department will send the contracts no sooner than 10 calendar days after it sends the email announcing winning bids described in (h).
- (2) For any bid subject to appeal under (i), the Department will send the contract no sooner than 10 calendar days after a written response described in (i)(3).

(k) **Escrow.** Upon execution of the sales contract, a Housing-Related Private Entity has 120 calendar days to close escrow. Upon written request, the Department will provide an additional 30 calendar days to close escrow.

(l) **Closing Costs and Escrow Fees.**

The purchasing Housing-Related Private Entity shall pay all closing costs and escrow fees.

(m) **Nonperformance.** If a Housing-Related Private Entity fails to timely execute a sales contract in the time provided in (j) or fails to close escrow in the time provided in (k), then:

- (1) The sales contract is void.
- (2) The Department will award the property to the Housing-Related Private Entity with the next highest ranked bid and send a sales contract pursuant to (j).
- (3) If there is no next highest ranked bid, then the property will proceed to Priority 6.

(n) **No Warranty.** Any Priority 5 sale is “as-is” and without warranty.

Note: Authority Cited: Section 54237, Government Code.

Reference: Sections 54236, ~~& 54237~~ & 54239.4, Government Code.

§ 1485.1. Priority 5: Use Restrictions

(a) **Restrictions.** As a condition for sale at a Reasonable Price at Priority 5, a Housing-Related Private Entity shall agree to Use and Resale Restrictions containing the terms, conditions, and restrictions imposed by the Department to ensure the property remains available to Persons and Families of Low or Moderate income. Such restrictions include, but are not limited to:

- (1) restricting the use of the property; and
- (2) restricting rental of the property; and
- (3) restricting transfers of the property; and
- (4) restricting refinancing of the property; and
- (5) specifying distribution of proceeds from a subsequent sale; and
- (6) monitoring and enforcement provisions.

(b) **Restriction on Use.** A Housing-Related Private Entity shall rehabilitate a property purchased at Priority 5 to be used as either:

- (1) If a Surplus Residential Property, as Decent, Safe, and Sanitary housing at Affordable Rents for Persons and Families of Low or Moderate Income.
 - (A) Current Tenants shall have the first right of occupancy.
 - (B) If the current Tenants are Persons and Families of Low or Moderate Income, then the purchasing entity shall provide them Affordable Rents.
 - (C) If the current Tenants are not Persons and Families of Low or Moderate Income, then the purchasing entity may collect market rent. The

restrictions described in (1) will begin immediately after the market rate Tenants vacate.

(D) The restrictions described in this section shall be for no less than 55 years from the close of escrow described in § 1485(k).

(2) If a Single-Family Residence, as Decent, Safe, and Sanitary owner-occupied housing for Persons and Families of Low or Moderate Income.

(A) If Current Tenants are Persons and Families of Low or Moderate Income then they shall be offered first right of refusal.

(B) The sales price shall be an Affordable Price calculated pursuant to § 1481.2(c). All subsequent sales within the period described in (C) shall also be at an Affordable Price calculated pursuant to § 1481.2(c).

(C) The restrictions described in this section shall be for no less than 45 years from the close of escrow described in § 1485(k).

(c) **Resale.** A property sold at Priority 5 shall not be resold for 120 calendar days following close of escrow. After that, it may be sold:

(1) To another approved Housing-Related Private Entity if the following conditions are met:

(A) The Department has provided written approval of the sale; and

(B) The sales price is the same price paid to the Department for the Priority 5 purchase, without any adjustment; and

(C) The purchasing nonprofit entity takes ownership subject to the same Use and Resale Restrictions imposed upon the selling entity.

(2) At Fair Market value if the following conditions are met:

(A) The applicable time described in (b)(1) or (b)(2) has expired; and

(B) All profits from the sale by the Housing-Related Private Entity are dedicated to providing housing for Persons and Families of Low or Moderate Income within Pasadena, South Pasadena, Alhambra, La Canada Flintridge, or the 90032 postal ZIP Code.

(3) At an Affordable Price pursuant to (b)(2).

(d) **Removing Restrictions.** The Use and Resale Restrictions described in this section will cease to encumber the property upon the expiration of the period for deed restriction specified in the applicable Use and Resale Restrictions, except the restriction on the use of profits from the subsequent sale described in (c)(2) will remain.

(e) **Provisions Specific to Properties in the City of Pasadena.** If the Surplus Residential Property offered at Priority 5 is within the City of Pasadena, then:

(1) In addition to the restrictions described in (b), the Housing-Related Private Entity shall cause the Surplus Residential Property to be developed as a limited equity cooperative with first right of occupancy to present Occupants, unless the Housing-Related Private Entity determines such a cooperative is not feasible.

Note: Authority Cited: Section 54237, Government Code.

Reference: Sections 54236, 54237, 54238, & 54239.1 & 54239.4, Government Code.

§ 1486. Priority 6: Sales to Current Tenants

(a) **Offer at Priority 6.** When Priority 6 is specified as the next priority by §§ 1477.1, or 1477.2, or 1477.3, as applicable, then all Surplus Residential Properties not already sold shall be next offered to their current Tenants at Fair Market Value pursuant to this section.

(b) **Eligibility Criteria to Receive a Sales Contract.** To be eligible to receive a sales contract to purchase at Priority 6, current Tenants shall:

- (1) be current on all rent obligations and paid in full; and
- (2) be in full compliance with the terms and conditions of the lease or rental agreement on the postmarked date of the response the Tenant provided pursuant to § 1478(b); and
- (3) have provided a written response that meets the criteria in both § 1478(d) and 1478(f); and
- (4) not have already purchased a Surplus Residential Property pursuant to this chapter; and
- (5) be a current Tenant at the Surplus Residential Property; and
- (6) if the property is offered pursuant to §§ 1477.1(a)(4) or 1477.3(a)(4), then the Tenant shall have used the property as their Principal Place of Residence continuously for the five years prior to the postmarked date on the letter sent pursuant to § 1478(a)(1).

(c) **Determining Eligibility to Receive a Sales Contract.** The Department will determine if a current Tenant is eligible to receive a sales contract to purchase at Priority 6.

(d) **Tenants with Equal Priority.** If more than one current Tenant is eligible to receive a sales contract to purchase the same property at Priority 6, then priority is given to the Tenant who makes the highest price bid on the property.

(e) **Sales Contract.** The Department will send a sales contract to the current Tenant who has priority to purchase the property. The sales contract shall be executed and returned to the Department within 30 calendar days of the date the Department sends the contract.

(f) **Escrow.** Upon execution of the contract, a Tenant has 120 calendar days to close escrow. Upon written request, the Department will provide an additional 30 calendar days to close escrow.

(g) **Closing Costs and Escrow Fees.** The Department will pay: one-half of the escrow fees; all seller notary fees; termite inspection; termite work; and documentary transfer tax.

(h) **Pending Rent Obligations.** A Tenant shall be current on all rent obligations to the Department in order to close escrow.

(i) **Nonperformance.** If a Tenant fails to timely execute a sales contract in the time provided in (e) or fails to close escrow in the time provided in (f), then:

(1) The sales contract is void.

(2) The Department will award the property to the next eligible Tenant pursuant to (d) and send a sales contract pursuant to (e).

(3) If there is no other eligible Tenant, then the property will proceed to Priority 7.

(j) **No Warranty.** Any Priority 6 sale is “as-is” and without warranty.

Note: Authority Cited: Section 54237, Government Code.

Reference: Sections 54236, 54237, 54238.4, & 54239.1 & 54239.4, Government Code; Article XVI section 6, California Constitution.

§ 1487. Priority 7: Sales to Former Tenants

(a) **Offer at Priority 7.** When Priority 7 is specified as the next priority by §§ 1477.1, or 1477.2, or 1477.3, as applicable, then all Surplus Residential Properties not already sold shall be next offered to former Tenants at Fair Market Value pursuant to this section.

(b) **Eligibility Criteria to Receive a Sales Contract.** To be eligible to receive a sales contract to purchase at Priority 7, former Tenants shall:

(1) have no outstanding rent obligations due to the Department; and

(2) have been in full compliance with the terms and conditions of the lease or rental agreement at the time the former Tenant vacated the property; and

(3) have provided a written response that meets the criteria in both § 1478(d) and 1478(f); and

(4) not have already purchased a Surplus Residential Property pursuant to this chapter; and

(5) have been a Tenant at the Surplus Residential Property.

(c) **Determining Eligibility to Receive a Sales Contract.** The Department will determine if a former Tenant is eligible to receive a sales contract to purchase at Priority 7.

(d) **Tenants with Equal Priority.** If more than one former Tenant is eligible to receive a sales contract to purchase at Priority 7, then priority is given as follows:

(1) To the former Tenant who most recently occupied the property; then

(2) To the former Tenant who makes the highest price bid on the property.

(e) **Sales Contract.** The Department will send a sales contract to the former Tenant who has priority to purchase the property pursuant to (d). The sales contract shall be

executed and returned to the Department within 30 calendar days of the date the Department sends the contract.

(f) **Escrow.** Upon execution of the contract, the former Tenant will have 120 calendar days to close escrow. Upon written request, the Department will provide an additional 30 calendar days to close escrow.

(g) **Closing Costs and Escrow Fees.** The Department will pay: one-half of the escrow fees; all seller notary fees; termite inspection; termite work; and documentary transfer tax.

(h) **Nonperformance.** If a former Tenant fails to timely execute a sales contract in the time provided in (e) or fails to close escrow in the time provided in (f), then:

(1) The sales contract is void.

(2) The Department will award the property to the next eligible former Tenant pursuant to (d) and send a sales contract pursuant to (e).

(3) If there is no other eligible former Tenant, then the property will proceed to Priority 8.

(i) **No Warranty.** Any Priority 7 sale is “as-is” and without warranty.

Note: Authority Cited: Section 54237, Government Code.

Reference: Sections 54236, 54237 & 54238.4, Government Code; Article XVI section 6, California Constitution.

§ 1488. Priority 8: Auction

(a) **Offer at Priority 8.** When Priority 8 is specified as the next priority by §§ 1477.1, or 1477.2, or 1477.3, as applicable, then all Surplus Properties not already sold shall be next offered to any other buyer pursuant to Streets and Highways Code § 118, with preference given to the highest responsive bidder who will be an owner occupant, pursuant to this section.

(b) **Owner Occupant Buyers.** A Surplus Property shall be offered to the bidder who:

(1) has not purchased a property pursuant to this chapter;

(2) signs an affidavit attesting to their desire to be an owner occupant of the property;

(3) submits the highest sealed bid; and

(4) exceeds 75% of the Department’s appraised value for the property or the Minimum Sales Price, whichever is higher.

(c) **Other Buyers.** If a Surplus Property is not sold to a person described in (b), then it shall be offered to the bidder who:

(1) submits the highest sealed bid; and

(2) exceeds 75% of the Department’s appraised value for the property or the Minimum Sales Price, whichever is higher.

(d) **No Warranty.** Any Priority 7 sale is “as-is” and without warranty.

Note: Authority Cited: Section 54237, Government Code.

Reference: Sections 54236 & 54237, Government Code; Streets and Highways Code, § 118; Article XVI section 6, California Constitution.

§ 1489. Priority 9: Surplus Nonresidential Properties

(a) **Offer.** When Priority 9 is specified as the next priority by §§ 1477.1, ~~or~~ 1477.2, or 1477.3, as applicable, then all Surplus Nonresidential Properties not already sold shall be offered to current Tenants at Fair Market Value.

(b) **Eligibility Criteria to Receive a Sales Contract.** To be eligible to receive a sales contract to purchase a Surplus Nonresidential Property, current Tenants shall:

- (1) be current on all rent obligations and paid in full; and
- (2) be in full compliance with the terms and conditions of the lease or rental agreement; and
- (3) be a current Tenant of the Surplus Nonresidential Property.

(c) **Determining Eligibility to Receive a Sales Contract.** The Department will determine if a current Tenant is eligible to receive a sales contract to purchase a Surplus Nonresidential Property.

(d) **Tenants with Equal Priority.** If more than one current Tenant is eligible to receive a sales contract to purchase a Surplus Nonresidential Property, then priority is given to the Tenant who makes the highest price bid on the property.

(e) **Sales Contract.** The Department will send a sales contract to the Tenant who has priority to purchase the property. The sales contract shall be executed and returned to the Department within 30 calendar days of the date the Department sends the contract.

(f) **Escrow.** Upon execution of the contract, a Tenant has 120 calendar days to close escrow. Upon written request, the Department will provide an additional 30 calendar days to close escrow.

(g) **Pending Rent Obligations.** A Tenant shall be current on all rent obligations to the Department in order to close escrow.

(h) **Nonperformance.** If a Tenant fails to timely execute a sales contract in the time provided in (e) or fails to close escrow in the time provided in (f), then:

- (1) The sales contract is void.
- (2) The Department will award the property to the next eligible Tenant pursuant to (d) and send a sales contract pursuant to (e).
- (3) If there is no other eligible Tenant, then the property will proceed to Priority 8, except without the requirement in Section 1488(b)(2).

(i) **No Warranty.** Any Surplus Nonresidential Properties is sold “as-is” and without warranty.

Note: Authority Cited: Section 54237, Government Code.

Reference: Sections 54236 & 54237, Government Code; Article XVI section 6, California Constitution.

ATTACHMENT 3

Comment Letter Submitted to Caltrans on SB 381 Emergency Rulemaking



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RE: SB 381 Emergency Rulemaking Comment Letter

The City of South Pasadena ("City") respectfully submits the following comments on the Department of Transportation's ("Caltrans") State Route 710 Sales Program emergency regulations implementing SB 381 (Stats. 2021, ch. 362), Office of Administrative Law file number 2022-0328-02E.

Reorganize the Waterfall of Priorities for Clarity (Section 1477.3, subdivision (a), Priority of Sale for Properties in the City of South Pasadena)

The City recommends Caltrans reorder and renumber this section so that the priority of sale matches the subdivision. The first priority mandated by statute — single-family residences to current occupants who are former owners — should be Priority 1 and should appear at 1477.3(a)(1). Reorganizing and numbering the waterfall in this manner would improve comprehension.

The City also recommends Caltrans rephrase subdivisions (a)(2) and (a)(3) to distinguish Priority 1 and Priority 2. Those sections refer to two different income levels — lower and moderate-income households (a)(2) and above moderate-income households (a)(3). As written, the draft regulations refer to both priorities as sale of "Single Family Residences to the Occupants at either an Affordable Price or Fair Market Value." While accurate, this obscures the distinction between the two priorities.

Instead of cross-referencing the applicable regulations, the City recommends amending the description to refer to the income level of the buyer to whom the regulation applies.

As discussed *infra*, the City recommends Caltrans remove references to "SB 381" properties and instead cite a definition that identifies those properties or create a list of those properties as it has for SB 580 properties.

The City notes that Priority 6 is erroneously listed twice. (21 Cal. Code Regs, § 1477.3, subds. (a)(4) & (a)(8).) The City recommends Caltrans remove subdivision (a)(8).

Clarify procedures for Sale of Nonresidential Properties (Subdivision (b), Surplus Nonresidential Properties)

The City finds the references to priorities in section 1477.3, subdivision (b) confusing. The subdivision states, “All Surplus Nonresidential properties in the City of South Pasadena ... must be offered for sale in this order” The subdivision then proceeds to list four different classes of buyers. However, the subdivision defines each class by reference to one of the priorities defined in subdivision (a):

Subdivision (b)(1), offers to current tenants, refers to **Priority 9**;
 Subdivision (b)(2), offers to South Pasadena, refers to **Priority 3**;
 Subdivision (b)(3), offers to Housing-Related Private Entities, refers to **Priority 5**; and
 Subdivision (b)(4), offers pursuant to Streets and Highways Code, section 118, refers to **Priority 8**.

Caltrans likely intended to incorporate the **procedures** for sales to current tenants, South Pasadena, Housing-Related Private Entities, and S&HC § 118 buyers by referring to Priorities 9, 3, 5, and 8. The regulations should make this clear.

The City notes the Government Code distinguishes between **nonresidential** and **unimproved** properties. (Compare Gov. Code, § 54239.4, subd. (e) [unimproved] with Gov. Code, § 54237, subd. (f) [nonresidential].) Caltrans should clarify whether “nonresidential” includes “unimproved properties.”

Clarify Section 1481.4, Replacement Dwellings

The City notes that no South Pasadena properties are listed in 21 Cal. Code Regs. section 1481.4. Is this an implied finding that no South Pasadena tenants qualify for a replacement dwelling? If Caltrans did not intend it as such, it should add any qualifying South Pasadena properties to the list in this section.

Fix Inconsistency in Section 1483.1, Priority 3: Use Restrictions.

The way Section 1483.1, subdivision (a) incorporates 21 Cal. Code Regs. section 1485.1 creates an inconsistency. Section 1483.1, subd. (a)(2) states,

All references to ‘Housing-Related Private Entity’ [in 21 Cal. Code Regs. § 1485.1] shall be read as ‘Housing-Related Public Entity.’

Section 1485.1, subdivision (c) states,

Resale. A property sold at Priority [3] ... may be sold ... [t]o another approved Housing-Related Private Entity if the following conditions are met

If section 1483.1 and 1485.1 are read literally together, the phrase “another approved Housing-Related Private Entity” becomes “another approved Housing-Related Public Entity” when

applied to resale of surplus property purchased by the City. This very literal reading would prevent South Pasadena from reselling to private HREs at all.

Clarify meaning and intent of Section 1484.3. Priority 4SP: South Pasadena

It appears this section is intended to implement Government Code section 54239.4, subdivision (b) by defining Priority 4SP. The City notes several errors in the proposed regulations.

Priority 4SP should occur before priority three. Caltrans has defined sales to South Pasadena as a Public Housing-Related Entity as Priority 3. (21 Cal. Code Regs., §§ 1477.3, subd. (a)(6) & 1483.) Prioritizing sales of unoccupied historic homes after sales of residential property to the City conflicts with Government Code section 54239.4, subdivisions (b) and (c). (Compare Gov. Code, § 54239.4, subd. (b) [“historic home not occupied by tenants”] with *id.*, subd. (c) [“After the surplus residential property is offered for sale pursuant to subdivisions (a) to (c), inclusive, of [Government Code] Section 54237 and subdivisions (a) and (b) of this section, the surplus residential property shall be offered to the City of South Pasadena, as a housing-related entity, and then to another housing-related entity as follows”].)

References to “SB 381 Properties” are confusing

The City requests Caltrans remove all references to “SB 381 Properties.” (See 21 Cal. Code Regs., § 1477.3, subd. (a)(5) [Priority 4SP] & 21 Cal. Code Regs. § 1484.3.) The City suspects Caltrans intends to refer to Government Code section 54239.4, subdivision (b)(2), which defines “historic home,” but Caltrans’ meaning is not clear from its reference to the number of the bill adding that subdivision. SB 381 affected multiple types of Caltrans properties in South Pasadena, not just historic properties. The City notes that references to bill numbers are themselves ambiguous because bill numbers are reused in successive legislative sessions. If Caltrans wishes to incorporate legislation by reference, it should cite the code name and section number where the legislation was codified.

Section 1484.3, subdivision (b) attempts to define the set of “unoccupied surplus residential properties within the City of South Pasadena” that fall within Priority 4SP. Subdivision (b)(1) refers to 21 Cal. Code Regs, section 1484.2. That regulation in turn refers to a list of SB 580 properties defined by Caltrans. It is unclear what criteria Caltrans used to assemble this list; whether the properties are unoccupied; or what relation the list has to the priorities established in Government Code sections 54237 and 54239.4, the statutes that set the priority of sale for SR-710 properties in South Pasadena.

The City assumes SB 580 refers to Statutes of 2016, chapter 709, section 1, which amended Government Code section 54237 by adding subdivision (d)(2). Government Code section 54237, subdivision (d)(2) requires Caltrans to offer historic homes to housing-related public entities. However, as discussed above, Government Code section 54237, subdivision (d) **no longer applies to South Pasadena**. It has been superseded by Government Code section 54239.4, subdivision (b) of which creates its own procedures for sale of surplus historic properties. Caltrans should not reference 21 Cal. Code Regs. section 1484.2 to define historic properties for purposes of SR-710 sales in South Pasadena.

Section 1484.3, subdivision (b)(2) attempts to reference Government Code section 54239.4, but it contains an error. Subdivision (b)(1)(T)(2)(B) does not exist. The City suspects Caltrans intended to refer to Government Code section 54239.4, subdivision (b)(2). That section defines “historic home.”

If Caltrans wishes to implement 54239.4, subdivision (b), it should create a priority that explicitly references the definition of “historic home” in that section. The priority should fall before sale of surplus residential properties to the City as a public HRE.

The Use restrictions in Form 1477.3(a)(5) – South Pasadena, Priority 4SP (02/22) Are Inconsistent

The use restrictions in the form contract Caltrans proposes for Priority 4SP properties are inconsistent. Section 3.1 appears to require the City to resell the Property within 2 years of the close of escrow. However, section 3.2 allows the City to use the property for affordable housing. Additionally, nothing in Government Code section 54239.4 requires the City to resell historic homes in two years. Subdivision (b)(1)(R) appears to allow the City to hold the properties as affordable housing. (Gov. Code, § 54239.4, subd. (b)1)(R) [“Notwithstanding subparagraphs (C) through (P), inclusive, if the City of South Pasadena does not resell a surplus residential property sold to it by the Department of Transportation within two years of closure of the sale, the property shall be used as affordable housing pursuant to paragraphs (3) and (4) of subdivision (c)”].) The City requests Caltrans remove the language requiring the City to sell historic homes within two years.

Remove Resale Restriction (1485.1)

The City requests Caltrans remove the 120-day pause on resale following close of escrow. (Cal. Code Regs., tit. 21, § 1485.1, subd. (c) [“A property sold at Priority 5 shall not be resold for 120 calendar days following close of escrow”].) This provision imposes unnecessary costs on the City. It must maintain residential properties for an arbitrary period before reselling them to a Housing-Related Private Entity. If the Caltrans removes the restriction, the City can facilitate development of affordable housing from SR-710 properties by negotiating side-by-side escrows with qualified housing-related private entities.

Add Provision for Notice of Offers from Housing-Related Entities

The City requests Caltrans publish offers it receives from housing-related entities. Notice of offers will allow the City to engage in the development process early, maximizing the City’s ability to support development of affordable housing. The City recommends the following additions:

In section 1483, add a new paragraph between subdivisions (d) and (e) that states:

The Department shall publish offers from Housing-Related Public Entities pursuant to subdivision (d) on its website until escrow closes on the property.

In section 1485, add a new paragraph between subdivisions (d) and (e) that states,

The Department shall publish bids submitted pursuant to subdivision (d) on its website while it evaluates the bids. The Department shall publish the bid it ultimately selects.

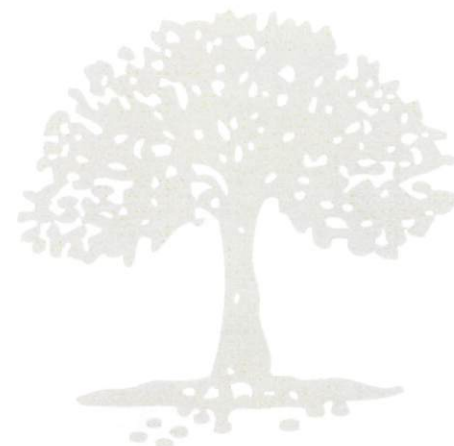
Questions regarding this matter may be directed to the City Manager's Office at cmoffice@southpasadenaca.gov or 626-403-7210.

Arminé Chaparyan,



City Manager
City of South Pasadena

Cc: South Pasadena City Council



ATTACHMENT 4

CivicStone PSA 2021-027

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena / CivicStone, LLC)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and CivicStone, LLC a professional housing consultant.

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant:

CivicStone, LLC proposes to perform the work needed for the City of South Pasadena (City) to determine, prepare, and implement a surplus property acquisition and rehabilitation strategy. This effort will involve properties within the City that were acquired by the California Department of Transportation (Department) in conjunction with the now terminated attempt to extend the SR 710 freeway.

The purpose of this proposal and strategy is to work on legislation and Department approval to allow the City to determine and manage the outcome of surplus property disposition. The City’s acquisition strategy will incorporate both the Roberti Act and Affordable Sales Program requirements and explore changes in legislation to help the City implement an effective and expeditious strategy.

The City’s objectives in this effort include the following:

1. Create priority purchase opportunity for ALL current tenants.
2. Implement a plan with community input more expeditiously.
3. Negotiate best possible acquisition price and terms.
4. Restore and maintain historic properties.
5. Renovate unoccupied properties.
6. Build new residences on vacant properties.
7. Maintain and manage properties in a manner that enhances the community.

The strategy will ensure that performance metrics are incorporated to measure outcomes.

SCOPE OF SERVICES

CivicStone, LLC will perform the following tasks in a two-step process. These are the tasks anticipated at the present time and include but not limited to the following:

Step 1 – Legislation, Plan Approval, & Unoccupied/Vacant Property Due Diligence

1. Participate in various calls/meetings with City Staff, City Elected Officials, Community Stakeholders, and the Department to assess, explore and prepare the City’s surplus property strategy and draft legislation.
2. Coordinate with the Department and the City to review, inventory and map the occupancy status, property profile details, zoning, acquisition pricing, historic status, housing type, and affordable housing value of all applicable surplus properties in the City.
3. Prepare and participate in various City Council Meetings, Staff Meetings, Community Meetings, and meetings with the Department and others, at the request of the City.
4. Work collaboratively with the City and Senator Portantino’s office to create and follow through on a City sponsored legislative bill proposal.
5. Negotiate and manage a Department initial Memorandum of Understanding and/or Purchase and Sale Agreement.
6. Coordinate with the Department and the City to inspect the interior and exterior of all applicable surplus properties in the City to determine the condition and repair estimate. Repair estimates will not only address health and safety issues but also achieve a higher standard. The strategy will include different standards and process for designated historic properties and will incorporate feedback from the South Pasadena Preservation Foundation. Property condition and repair estimate reports will be provided by the City and/or a third-party inspection company.
7. Explore funding sources and prepare the funding strategy portfolio analysis for the acquisition, rehabilitation, operation, and maintenance of all unoccupied/vacant properties.

All work will be City approved in advance and with a not to exceed amount as follows:

Step 1 – Legislation, Plan Approval, & Unoccupied/Vacant Property Due Diligence

Total not to exceed amount of \$75,000.00

- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. DEFINITIONS

- 3.1. "Scope of Services": Such professional services as are set forth in Consultant's **March 29, 2021** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. "Agreement Administrator": The Agreement Administrator for this project is Sean Joyce, Interim City Manager. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant.
- 3.3. "Approved Fee Schedule": Consultant's compensation rates and approved reimbursement expenses and excluded expenses are set forth in Consultant's **March 29, 2021** proposal to City attached hereto as Exhibit A and incorporated herein by this reference. This 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 and Eighty Thousand Dollars (\$75,000).
- 3.5. "Commencement Date": [April 22, 2021].
- 3.6. "Termination Date": [June 30, 2022]

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 ("Termination") below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective

if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT'S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict-of-interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Adam B. Eliason, Principal shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

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

- 6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit A. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

- 10.1. General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 10.3. Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation, and other applicable federal and state taxes.
- 10.4. Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees,

agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, “Consultant” shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. “City” shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant’s alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.
- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys’ fees for counsel of City’s choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys’ fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers’ compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant’s behalf.
- 11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant’s indemnification obligations apply regardless of whether or not any insurance policies

are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

12.1. Insurance Required. Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

12.2. Documentation of Insurance. City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:

- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: CivicStone, LLC.
- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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

- Professional Liability Insurance: \$1,000,000 per occurrence,
\$1,000,000 aggregate
- General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Medical Expense (any 1 person) \$ 10,000
- Workers' Compensation: (Not Applicable – CivicStone, LLC has no employees)
- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured.

Professional Services Agreement – Consultant Services

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Approved For Use 11/15/16

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

- 12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to

bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

- 12.10. Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Human Resources/Claims, South Pasadena, CA 95945.
- 12.12. Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

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

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

13. MUTUAL COOPERATION

13.1. City Cooperation in Performance. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant’s services under this Agreement.

13.2. Consultant Cooperation in Defense of Claims. If any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

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

If to City

Sean Joyce, Interim City Manager
City of South Pasadena
Management Services
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7210
Facsimile: (626) 403-7241

If to Consultant

Adam Eliason, Principal
1 League #62335
Irvine, CA 92602
Telephone: 909-706-7193

With courtesy copy to:

Teresa L. Highsmith, Esq.
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, PC

790 E. Colorado Blvd. Ste. 850
Pasadena, CA 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to

the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations here from shall be effective and binding only if made in writing and executed on by City and Consultant.

- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term

of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: ~~employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training.~~ Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant ~~unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.~~
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of

any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

“City”
City of South Pasadena

By: Sean Joyce
Signature

Printed: Sean Joyce

Title: Interim City Manager

Date: 5/20/2021

“Consultant”
CivicStone, LLC

By: Adam Eliason
Signature

Printed: Adam B. Eliason

Title: Principal

Date: 5/20/2021

Attest:

By: Lucie Colombo
Signature

Lucie Colombo, CMC, CPMC
City Clerk

Date: 6/2/2021

Approved as to form:

By: Teresa Highsmith
Signature

Teresa L. Highsmith, City Attorney

Date: 5/20/2021

Exhibit A

CivicStone Proposal Dated March 29, 2021



March 29, 2021

Mr. Sean Joyce
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

RE: PROPOSAL FOR CONSULTING SERVICES

Dear Mr. Joyce:

CivicStone, LLC proposes to perform the work needed for the City of South Pasadena (City) to determine, prepare, and implement a surplus property acquisition and rehabilitation strategy. This effort will involve properties within the City that were acquired by the California Department of Transportation (Department) in conjunction with the now terminated attempt to extend the SR 710 freeway.

The purpose of this proposal and strategy is to work on legislation and Department approval to allow the City to determine and manage the outcome of surplus property disposition. The City's acquisition strategy will incorporate both the Roberti Act and Affordable Sales Program requirements and explore changes in legislation to help the City implement an effective and expeditious strategy.

The City's objectives in this effort include the following:

1. Create priority purchase opportunity for ALL current tenants.
2. Implement a plan with community input more expeditiously.
3. Negotiate best possible acquisition price and terms.
4. Restore and maintain historic properties.
5. Renovate unoccupied properties.
6. Build new residences on vacant properties.
7. Maintain and manage properties in a manner that enhances the community.



The strategy will ensure that performance metrics are incorporated to measure outcomes. Covenants, conditions, and restrictions will be recorded on each property to ensure standards for property maintenance and tenant/buyer selection/enforcement.

This proposal delineates Qualifications, the anticipated Scope of Work, and Fees related to the consulting and administrative support services needed to reach a consensus from the City and the Department on the disposition of surplus properties.

I am excited to be considered to represent the City once again in this collaborative approach that allows the City to have a direct impact on the destiny of this seemingly last phase of a long and challenging process.

If you have any questions about this proposal, please contact me at 909.706.7193.

Sincerely,

Adam B. Eliason
Adam B. Eliason | Mar 30, 2021 15:57 MDT

Adam B. Eliason
Principal
CivicStone, LLC



QUALIFICATIONS



As Principal of CivicStone, Adam Eliason’s experience as an affordable housing consultant began in 1998 and has included clients in 18 cities, the County of Orange and 7 non-profits, with several lasting many years. It was almost 20 years ago that Mr. Eliason was the consultant for the City of South Pasadena on previous efforts regarding the Caltrans surplus property issues.

Mr. Eliason’s background and education includes architecture, real estate finance, real estate development, and a master’s degree in public administration. He has worked in both the public and private housing sector.

Over the years Mr. Eliason has developed and administered affordable housing programs and projects, served as Executive Director for an Inland Empire JPA related to a lease to own program, performed real estate market analysis for redevelopment agencies, prepared presentations on city affordable housing efforts, prepared several successful grants for non-profit affordable housing agencies, and completed award winning city housing strategies.

During two previous foreclosure cycles in the region, CivicStone was hired by six cities to manage an acquisition, rehabilitation, and resale program of blighted foreclosure properties. This effort resulted in over 1,200 properties being improved to high quality standards and sold to 1st time home buyers.

After completing the City of Irvine Housing Strategy in 2005, Mr. Eliason carried out the City initiated organizational startup of the Irvine Community Land Trust (ICLT) in 2006. Since then, Mr. Eliason has continued as Deputy Director for the ICLT and helped create 475 units of permanent affordable ownership and rental housing units including many for various special needs populations.

Most recently, Mr. Eliason was hired by the City of Costa Mesa to assist in the acquisition and consulting for a temporary and permanent Homeless Emergency Shelter. He is currently working with a Joint Powers Authority of 23 Orange County cities and the County of Orange. The Orange County Housing Finance Trust provides financing for the development of affordable and permanent supportive housing.

Mr. Eliason is a licensed real estate broker and served as Planning Commissioner for the City of Chino Hills for 17 years.



SCOPE OF SERVICES

CivicStone, LLC will perform the following tasks in a two-step process. These are the tasks anticipated at the present time and include but not limited to the following:

Step 1 – Legislation, Plan Approval, & Unoccupied/Vacant Land Due Diligence

1. Participate in various calls/meetings with City Staff, City Elected Officials, Community Stakeholders, and the Department to assess, explore and prepare the City's surplus property strategy and draft legislation.
2. Coordinate with the Department and the City to review, inventory and map the occupancy status, property profile details, zoning, acquisition pricing, historic status, housing type, and affordable housing value of all applicable surplus properties in the City.
3. Prepare and participate in various City Council Meetings, Staff Meetings, Community Meetings, and meetings with the Department and others, at the request of the City.
4. Work collaboratively with the City and Senator Portantino's office to create and follow through on a City sponsored legislative bill proposal.
5. Negotiate and manage a Department initial Memorandum of Understanding and/or Purchase and Sale Agreement.
6. Coordinate with the Department and the City to inspect the interior and exterior of all applicable surplus properties in the City to determine the condition and repair estimate. Repair estimates will not only address health and safety issues but also achieve a higher standard. The strategy will include different standards and process for designated historic properties and will incorporate feedback from the South Pasadena Preservation Foundation. Property condition and repair estimate reports will be provided by the City and/or a third-party inspection company.
7. Explore funding sources and prepare the funding strategy portfolio analysis for the acquisition, rehabilitation, operation, and maintenance of all unoccupied/vacant properties.



Step 2 – Funding, Closing Unoccupied/Vacant Land and Formation of Ownership Entity
(Not a part of this proposal. Scope of Work to be determined and approved by Council in the future)

Step 3 – Due Diligence, Funding, Closing Occupied Multi-Family and Single-Family residences.
(Not a part of this proposal. Scope of Work to be determined and approved by Council in the Future)

FEES

Based upon the Scope of Work outlined in this proposal, it is difficult to estimate the amount of time needed for various meetings and work requested to fulfill this assignment. Therefore, all work will be City approved in advance and with a not to exceed amount as follows:

Step 1 – Legislation, Plan Approval, & Unoccupied/Vacant Property Due Diligence

Total contract amount for this proposal not to exceed \$75,000.

- Mr. Eliason’s Billing Rate is \$195 per hour.
- Project Manager Billing Rate is \$155 per hour.
 - Grant Henninger, Sub-Consultant
- Executive Assistant Billing Rate is \$85 per hour.
 - Kerri Taylor, Sub-Consultant

City-approved travel expenses for mileage (IRS approved rate), airfare, lodging, car rental/ride share, car rental gas, toll expenses, airport parking fees, and conference/meeting fees will be paid on a reimbursement basis with receipts attached to monthly invoice. Office expenses such as messenger services, copy service, notary, overnight shipping/express mail costs, will be paid on a reimbursement basis with receipts attached to monthly invoice.

Monthly invoices identify line-item description of tasks completed to date, time expended and the hourly rate. Monthly invoices shall be paid by the City within 30 days of receipt of invoice.



Not included:

- Legal fees and other costs for community-based entity formation.
- Third-party property inspection reports
- Third-party cost estimating reports.
- Appraisals, title, escrow fees and all other closing costs.






South Pasadena Step 1 Proposal and Scope of Work 03302021

Final Audit Report

2021-03-30

Created:	2021-03-30
By:	ADAM ELIASON (adam@civicstone.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbOW6gkVm6DsuRAGMmRcRyOJo9RI4MT17

"South Pasadena Step 1 Proposal and Scope of Work 03302021" History

-  Document created by ADAM ELIASON (adam@civicstone.com)
2021-03-30 - 9:56:07 PM GMT - IP address: 74.81.247.168
-  Document emailed to Adam B. Eliason (aeliason@ochft.org) for signature
2021-03-30 - 9:56:25 PM GMT
-  Email viewed by Adam B. Eliason (aeliason@ochft.org)
2021-03-30 - 9:56:46 PM GMT - IP address: 74.81.247.168
-  Document e-signed by Adam B. Eliason (aeliason@ochft.org)
Signature Date: 2021-03-30 - 9:57:03 PM GMT - Time Source: server - IP address: 74.81.247.168
-  Agreement completed.
2021-03-30 - 9:57:03 PM GMT



ATTACHMENT 5
CivicStone Contract 1st Amendment

FIRST AMENDMENT TO
AGREEMENT FOR SERVICES

THIS AMENDMENT (“Amendment”) is made and entered into on the 20th day of April, 2022 by and between the CITY OF SOUTH PASADENA (“City”) and CivicStone, LLC. (“Consultant”).

RECITALS

WHEREAS, on March 29, 2021, the City Council authorized the City Manager to execute a contract with CivicStone, LLC to perform the work needed for the City of South Pasadena to determine, prepare, and implement a surplus property acquisition and rehabilitation strategy;

WHEREAS, the Term of the Agreement is through June 30, 2022, with the option to extend upon written agreement of the parties;

WHEREAS, the City and Consultant desire to amend the Scope of Services to incorporate the preparation and coordination for Council approval of the RFQ for Housing Related Entities (HRE) and extend the contract term.

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

1. PARAGRAPH 3.1 “Scope of Services” is amended by amending the Scope of Services as set forth in Exhibit 1, attached and incorporated by this Amendment.
2. PARAGRAPH 3.4 “Maximum Amount” is amended to read as follows: The highest total compensation and cost payable to Consultant by the City under this agreement. The Maximum Amount under this Agreement is Eighty-Thousand and Eight Hundred and Fifty Dollars (\$80,850), which is comprised of Seventy-Five Thousand Dollars (\$75,000) for the original Scope of Services; and Five-Thousand and Eight Hundred and Fifty Dollars (\$5,850) for the additional scope of work to incorporate additional analysis.
3. PARAGRAPH 3.6 “Termination Date” is amended to read as follows: Until project completion.
4. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

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

“CITY”
City of South Pasadena

“Consultant”
CivicStone, LLC

By: _____
Signature

By: _____
Signature

Printed: Arminé Chaparyan

Printed: Adam B. Eliason

Title: City Manager

Title: Principal_

Date: _____

Date: _____

Attest:

By: _____
Christina Muñoz, Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Andrew Jared, City Attorney

Date: _____

Exhibit 1
Additional Scope of Services

Upon direction by the City, CivicStone, LLC shall prepare and coordinate for Council approval the Request for Qualifications to hire a Housing Related Entity (HRE) regarding the sales and disposition of the Caltrans surplus properties.

The not to exceed amount for this amended service shall be \$5,850.