



**CITY OF SOUTH PASADENA
CITY COUNCIL**

A G E N D A

**REGULAR MEETING
CLOSED SESSION**

**WEDNESDAY, MARCH 2, 2022
6:00 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 Meeting Closed Session for **March 2, 2022** will be conducted virtually in the City Manager's Conference Room, Second Floor, City Hall, 1414 Mission Street, South Pasadena. Pursuant to, Government Code section 54953, subdivision (e)(3), the City Council may also allow public participation to continue via live public comment conducted over ZOOM.

Please be advised that to ensure the health and safety of the public, staff, and City Council, the meeting will be held virtually.

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.

The Meeting will be available

- Via Zoom:
<https://us06web.zoom.us/j/2264427248?pwd=aEFuSGszQ2I5WjJkemloTms0RTIVUT09>
ID: **226 442 7248**

Public Comments participation may be made as follows:

- Written Comment submitted by no later than meeting day, 12:00 PM, deadline see website for further details.
- Via Zoom by raising hand function.

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

1. Go to the Zoom website, <https://zoom.us/join> and enter the Zoom Meeting information; or
2. Click on the following unique Zoom meeting link:
<https://us06web.zoom.us/j/2264427248?pwd=aEFuSGszQ2I5WjJkemloTms0RTIVUT09> or
3. You may listen to the meeting by calling: +1-669-900-6833 and entering the Zoom Meeting ID and Passcode when prompted.

For additional Zoom assistance with telephone audio, you may find your local number at:
<https://zoom.us/u/aiXVOTAW2>

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

CLOSED SESSION AGENDA ITEMS

A. CONFERENCE WITH LEGAL COUNSEL: Potential Exposure to Litigation
(Government Code Section 54956.9(d)(2))
Number of Potential Cases: 2

B. CONFERENCE WITH LEGAL COUNSEL: Initiation of Litigation
Government Code Section 54956.9(d)(4)
Number of Potential Cases: 1

CERTIFICATION OF POSTING

*I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on **March 2, 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.*

2/24/2022

/S/

Date

Christina A. Muñoz, Deputy City Clerk



**CITY OF SOUTH PASADENA
CITY COUNCIL**

**A G E N D A
REGULAR MEETING
WEDNESDAY, MARCH 2, 2022, AT 7:00 P.M.**

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

South Pasadena City Council Statement of Civility

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

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

Pursuant to AB 361 Government Code section 54953, subdivision (e)(3), the City Council may conduct its meetings remotely and may be held via video conference. Pursuant to such Executive Order, the City Council may participate remotely and not be physically present in the City Council Chambers. Until further notice and as such Executive Orders remain in effect, the City Council may also allow public participation to continue via live public comment conducted over ZOOM.

The South Pasadena City Council Meeting for **March 2, 2022** will be conducted virtually from the Council Chambers, Amedee O. "Dick" Richards, Jr., located at 1424 Mission Street, South Pasadena.

Please be advised that pursuant to government code, and to ensure the health and safety of the public, staff, and City Council, as the Council Chambers will not be open to the public for the meeting and members of the public may attend and/or participate by the following means:

The Meeting will be available

- 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 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 and Passcode when prompted.

For additional Zoom assistance with telephone audio, you may find your local number at:
<https://zoom.us/u/aiXVOTAW2>

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:

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 2:

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. PROCLAMATION DECLARING MARCH 7, 2022 AS “ARBOR DAY” IN THE CITY OF SOUTH PASADENA****COMMUNICATIONS****4. 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.

5. CITY MANAGER COMMUNICATIONS**6. 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.

7. APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$111,515.51; GENERAL CITY WARRANTS IN THE AMOUNT OF \$598,342.66; SUPPLEMENTAL AUTOMATED CLEARING HOUSE PAYMENTS IN THE AMOUNT OF \$3,437.19; TRANSFERS IN THE AMOUNT OF \$21,533,943.05; PAYROLL IN THE AMOUNT OF \$561,263.28**Recommendation**

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

8. MONTHLY INVESTMENT REPORT FOR DECEMBER 2021**Recommendation**

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

9. 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 MARCH 3, 2022 THROUGH APRIL 2, 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.

10. ADOPTION OF A RESOLUTION UPDATING THE CITY'S CONFLICT OF INTEREST CODE**RESOLUTION**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING THE CITY'S CONFLICT OF INTEREST CODE AND RESCINDING RESOLUTION NO. 7679

Recommendation

It is recommended that the City Council adopt a resolution amending the City's Conflict of Interest Code to incorporate updated positions that are required to file Fair Political Practices Commission (FPPC) Form 700 Statement of Economic Interest.

- 11. AUTHORIZE THE ACCEPTANCE OF A GRANT AWARD FROM THE CALIFORNIA STATE LIBRARY IN THE AMOUNT OF \$12,201, EXECUTE AN AWARD AGREEMENT AND CERTIFICATION OF COMPLIANCE, INCREASE THE MISCELLANEOUS REVENUE ACCOUNT BY \$12,201, AND APPROPRIATE FUNDS FOR PERSONNEL AND EQUIPMENT**

Recommendation

It is recommended that the City Council:

1. Authorize the acceptance of a Grant Award from the California State Library in the amount of \$12,201 for the California State Library Memory Lab Program;
2. Execute an Award Agreement and Certification of Compliance for the City to participate in the California State Library Memory Lab Program;
3. Deposit \$12,201 to General Fund Miscellaneous Revenue (101-0000-0000-5071); and
4. Appropriate \$12,201 from General Fund Reserves to Library Part-time Salaries (101-8010-8011-7010) in the amount of \$2,000 for a limited term library intern and Special Department Expenses (101-8010-8011-8020) in the amount of \$10,201 for equipment.

- 12. AUTHORIZE A CONTRACT AMENDMENT WITH ADHAMI ENGINEERING GROUP FOR PROFESSIONAL SERVICES TO PREPARE THE ENGINEERING DESIGN, CONSTRUCTION DOCUMENTS AND SPECIFICATIONS OF RECTANGULAR RAPID FLASHING BEACONS (RRFBs) IN AN AMOUNT NOT-TO-EXCEED \$5,000, FOR A TOTAL NOT-TO-EXCEED CONTRACT AMOUNT OF \$60,000**

Recommendation

It is recommended that the City Council:

1. Authorize the City Manager to execute a contract amendment with Adhami Engineering Group (the Consultant) to prepare the engineering design, construction documents and specifications of the rectangular rapid flashing beacons (RRFBs) in an amount not-to-exceed \$5,000, for a total not-to-exceed contract amount of \$60,000.00; and
2. Appropriate an additional \$5,000 in Proposition C Funds to Account No. 207-9000-9351-9351-000, for a total appropriation of \$60,000 in Proposition C Funds to Account No. 207-9000-9351-9351-000.

- 13. AUTHORIZE A CONTRACT AMENDMENT WITH W. G. ZIMMERMAN ENGINEERING, INC. FOR PROFESSIONAL CONSULTING SERVICES TO CONDUCT THE TRANSPORTATION IMPACT, NOISE, AND AIR QUALITY ANALYSIS FOR THE MIXED-USE DEVELOPMENT PROJECT AT 815 FREMONT AVENUE IN AN AMOUNT NOT-TO-EXCEED \$2,500, FOR A TOTAL NOT-TO-EXCEED CONTRACT AMOUNT OF \$27,091.25**

Recommendation

It is recommended that the City Council authorize the City Manager to execute a contract amendment with W. G. Zimmerman Engineering, Inc. for professional consulting services to conduct the transportation impact, noise, and air quality analysis for the mixed-use development project at 815 Fremont Avenue in an amount not-to-exceed \$2,500, for a total not-to-exceed contract amount of \$27,091.25.

14. **AUTHORIZE A CONTRACT AMENDMENT WITH HR DYNAMICS & PERFORMANCE MANAGEMENT INC., FOR ADDITIONAL ANALYSIS ON THE COMPENSATION & BENEFITS STUDY, IN AN AMOUNT NOT-TO-EXCEED \$15,000 FOR A TOTAL NOT-TO-EXCEED CONTRACT AMOUNT OF \$40,000**

Recommendation

It is recommended that the City Council authorize the City Manager to execute the contract amendment with HR Dynamics & Performance Management Inc., in an additional not-to-exceed amount of \$15,000, for additional analysis on the Compensation & Benefits Study.

15. **APPROVE THE PROPOSED PROJECT LIST AND DIRECT STAFF TO SUBMIT THE LIST TO THE ARROYO VERDUGO COMMUNITIES JOINT POWER AUTHORITY (AVCJPA) FOR THE MEASURE M MULTI-YEAR SUBREGIONAL PROGRAM (MSP) FUNDING PLAN**

Recommendation

It is recommended that the City Council approve the proposed project list and direct staff to submit the list to the Arroyo Verdugo Communities Joint Power Authority (AVCJPA) for the Measure M Multi-year Subregional Program (MSP) Funding Plan.

PUBLIC HEARING

ITEM 16 WILL BE HEARD AT 7:30 PM PER ELECTIONS CODE 21607.1.(D)

(d) If a public hearing is consolidated with a regular or special meeting of the council that includes other substantive agenda items, the public hearing shall begin at a fixed time regardless of its order on the agenda, except that the council may first conclude any item being discussed or acted upon, including any associated public comment, when that time occurs. The time of the public hearing shall be noticed to the public.

16. **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 from staff and the demographer on the redistricting process and permissible criteria to be considered to redraw district boundaries;
2. Conduct a public hearing to receive public input on district boundaries; and
3. Provide direction on proposed district map and next steps.

17. **FIRST READING AND INTRODUCTION OF AN ORDINANCE AMENDING CHAPTER 18, ARTICLE VI OF THE SOUTH PASADENA MUNICIPAL CODE TO PROHIBIT THE SALE OF ALL TOBACCO PRODUCTS AND ELECTRONIC SMOKING DEVICES**

ORDINANCE

AN ORDINANCE OF THE CITY OF SOUTH PASADENA AMENDING CHAPTER 18, ARTICLE VI OF THE SOUTH PASADENA CITY CODE TO PROHIBIT THE SALE OF ALL TOBACCO PRODUCTS AND ELECTRONIC SMOKING DEVICES

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 18, Article VI of the South Pasadena Municipal Code to Prohibit the Sale of All Tobacco Products and Electronic Smoking Devices.

ACTION / DISCUSSION**18. DISCUSS THE SOUTH PASADENA HIGH SCHOOL ANTI-BIAS CLUB'S PROPOSED BLACK LIVES MATTER MURAL AT ORANGE GROVE PARK****Recommendation**

It is recommended that the City Council discuss the South Pasadena High School Anti-Bias Club's (ABC) proposed Black Lives Matter (BLM) mural at Orange Grove Park.

INFORMATION REPORTS – NONE**PUBLIC COMMENT – CONTINUED****19. 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**

March 16, 2022	Regular City Council Meeting	7:00 p.m.
April 6, 2022	Regular City Council Meeting	7:00 p.m.
April 20, 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

*I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on **March 2, 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.*

2/24/2022

/S/

Date

Christina A. Muñoz, Deputy City Clerk

CITY OF SOUTH PASADENA

PROCLAMATION



**Declaring March 7, 2022
as "Arbor Day"
in the City of South Pasadena**

- WHEREAS,** in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and
- WHEREAS,** this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world; and
- WHEREAS,** trees reduce the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and
- WHEREAS,** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and
- WHEREAS,** trees in our City increase property values, enhance the economic vitality of business areas and beautify our community; and
- WHEREAS,** the City of South Pasadena has been recognized as a Tree City USA by The National Arbor Day Foundation and desires to continue its tree-planting practices.

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 March 7-14, 2022 as a celebration of Arbor Day and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands.

Michael A. Cacciotti, Mayor

Date



City Council Agenda Report

ITEM NO. 7

DATE: March 2, 2022
FROM: Arminé Chaparyan, City Manager *AC*
PREPARED BY: Kenneth L. Louie, Interim Finance Director
SUBJECT: Approval of Prepaid Warrants in the Amount of \$111,515.51;
General City Warrants in the Amount of \$598,342.66;
Supplemental Automated Clearing House Payments in the
Amount of \$3,437.19; Transfers in the Amount of
\$21,533,943.05; Payroll in the Amount of \$561,263.28

Recommendation

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

Fiscal Impact

Prepaid Warrants:

Warrant # 313939-313973	\$	75,835.78
ACH	\$	35,679.73
Voids	\$	0

General City Warrants:

Warrant # 313974-314059	\$	522,346.44
ACH	\$	75,996.22
Voids	\$	0

Payroll Period Ending: 02/18/2022

Wire Transfers Out – To (LAIF)	\$	0
Wire Transfers In – From (LAIF)	\$	21,500,000.00
Wire Transfers (RSA)	\$	0
Wire Transfers Out – To (Acct # 2413)	\$	33,943.05
Wire Transfers Out – To (Acct # 1936)	\$	0
Supplemental ACH Payment	\$	3,437.19

RSA:

Prepaid Warrants	\$	0
General City Warrants	\$	0

Total		\$22,808,501.69
--------------	--	------------------------

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. Payroll

ATTACHMENT 1
Warrant Summary

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

Fund No.	Date	3/2/2022	
		Prepaid	Written
General Fund	101	52,320.99	208,924.38
Insurance Fund	103	4,665.84	1,435.50
Street Improvement Program	104	1,001.40	-
Facilities & Equip.Cap. Fund	105	-	-
Programs and Projects	107	-	-
Local Transit Return "A"	205	-	3,082.59
Local Transit Return "C"	207	190.16	132.00
TEA/Metro	208	-	-
Sewer Fund	210	83.78	297.11
CTC Traffic Improvement	211	-	-
Street Lighting Fund	215	52.12	13,042.45
Public,Education & Govt Fund	217	-	-
Clean Air Act Fund	218	-	-
Business Improvement Tax	220	-	-
Gold Line Mitigation Fund	223	-	-
Mission Meridian Public Garage	226	-	-
Housing Authority Fund	228	-	-
State Gas Tax	230	56.71	18,343.18
County Park Bond Fund	232	-	1,750.00
Measure R	233	-	-
Measure M	236	-	-
Road Maint & Rehab (SB1)	237	-	-
MSRC Grant Fund	238	-	-
Measure W	239	-	-
Measure H	241	-	-
Prop C Exchange Fund	242	4,005.60	42,350.71
Bike & Pedestrian Paths	245	-	-
BTA Grants	248	-	-
Golden Street Grant	249	-	-
Capital Growth Fund	255	-	-
CDBG	260	-	2,035.20
Asset Forfeiture	270	-	1,000.00
Police Grants - State	272	-	-
Homeland Security Grant	274	-	-
Park Impact Fees	275	-	-
Historic Preservation Grant	276	-	-
HSIP Grant	277	-	253,520.00
Arroyo Seco Golf Course	295	-	-
Sewer Capital Projects Fund	310	-	-
Water Fund	500	458.30	52,429.54
Water Efficiency Fund	503	-	-
2016 Water Revenue Bonds Fund	505	-	-
SRF Loan - Water	506	-	-
Water & Sewer Impact Fee	510	-	-
Public Financing Authority	550	-	-
Payroll Clearing Fund	700	48,680.61	-
Column Totals:		111,515.51	598,342.66

Fund No.	Amounts	
	Prepaid	Written
RSA	227	-
RSA Report Totals:		-
City Report Totals:		709,858.17

Payroll Period Ending: 02/18/2022	561,263.28
Wire Transfer Out - To LAIF	
Wire Transfer In - From LAIF	21,500,000.00
Wire Transfer - RSA	
Wire Transfer Out - To Acct. # 2413	33,943.05
Wire Transfer Out - To Acct. # 1936	
Supplemental ACH Payments	3,437.19
Voids - Prepaid	
Voids - General Warrant	

Grand Report Total: 22,808,501.69

Michael A. Cacciotti, Mayor

Kenneth L. Louie, Interim Finance Director

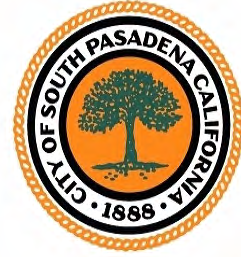
City Clerk

ATTACHMENT 2
Prepaid Warrant List

Accounts Payable

Checks by Date - Detail by Check Date

User: calvarez
 Printed: 2/23/2022 6:50 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	AFLA7010 112973 647867	AFLAC Optional Insurance: January 2022 Optional Insurance: December 2021	02/17/2022	483.66 483.66
Total for this ACH Check for Vendor AFLA7010:				967.32
ACH	AME0229 010-19062	Ameritas Account # 010-19062 - December 21 to February 22 Vision Premiums	02/17/2022	9,676.72
Total for this ACH Check for Vendor AME0229:				9,676.72
ACH	CEAP7000 February 2022 February 2022	S.P. Public Service Employees Association- FEBRUARY 2022 PART TIME ASSN. DUES / FEBRUARY 2022 - PART TIME ASSN. DUES	02/17/2022 PR Batch 20522.02.2022 PAR PR Batch 20422.02.2022 PAR	128.00 160.00
Total for this ACH Check for Vendor CEAP7000:				288.00
ACH	EVBR4010 M67431	Everbridge, Inc. Nixel Engagement: Police Press Release Emerge	02/17/2022	4,288.95
Total for this ACH Check for Vendor EVBR4010:				4,288.95
ACH	ITCR2501 76-008206	Intercare Holdings Insurance Services Workers Comp Claims Administration - Nov 2021	02/17/2022	4,665.84
Total for this ACH Check for Vendor ITCR2501:				4,665.84
ACH	SOU5230 February 2022 February 2022 February 2022	S.P. Firefighters L-3657 February 2022 Union Insurance February 2022 - Fire Rec Fees February 2022 - Union Dues	02/17/2022 PR Batch 20422.02.2022 Fire PR Batch 20422.02.2022 FFA PR Batch 20422.02.2022 Fire	177.42 90.00 2,050.00
Total for this ACH Check for Vendor SOU5230:				2,317.42
ACH	SOU5435 February 2022 February 2022	S.P. Police Officers Association February 2022 Union Dues February 2022 - SPPOA Insurance	02/17/2022 PR Batch 20422.02.2022 SPP PR Batch 20422.02.2022 SPP	2,754.15 2,128.58
Total for this ACH Check for Vendor SOU5435:				4,882.73
ACH	SOU5451 February 2022	S.P. Public Service Employees Association February 2022 - SPPSEA - Union Dues	02/17/2022 PR Batch 20422.02.2022 SPP	1,470.00
Total for this ACH Check for Vendor SOU5451:				1,470.00
ACH	SPBK TM INV-004736 TM INV-004761 TM INV-004972 TM INV-005029	Springbrook Holding Company LLC PO/AP Workflows Setup & FIN Refresher: 11/15/2021-11/28/2021 Re-Implementation of Payroll Services: 11/01/2021-11/21/2021 Re-Implementation of Payroll Services: 01/03/2022-01/09/2022 Employee Self Service Portal Licenses & Maint: 01/17/22-01/23/22	02/17/2022	954.00 1,834.75 4,206.50 127.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor SPBK:				7,122.75
313939	JNTAN 118933	Janet An Partial redund due to cancellation.	02/17/2022	62.50
Total for Check Number 313939:				62.50
313940	ATTM4011 287288006612x01 287288006612x01 287288006612x01 287288006612x01	AT & T Mobility Account # 287288006612 (12/03/2021-01/02/2022) Account # 287288006612 (12/03/2021-01/02/2022) Account # 287288006612 (12/03/2021-01/02/2022) Account # 287288006612 (12/03/2021-01/02/2022)	02/17/2022	31.66 635.13 148.53 205.53
Total for Check Number 313940:				1,020.85
313941	CSD3014 PR 02/04/2022	Ca. State Disbursement Unit PR 02/04/2022 - Garnishment	02/17/2022 PR Batch 20422.02.2022 Garn	814.15
Total for Check Number 313941:				814.15
313942	BIANCNN 118936	Bianca Cannon Refund due to unsanitary gazebo	02/17/2022	84.00
Total for Check Number 313942:				84.00
313943	CRSC2013 3001	Capital Research & Consulting LLC Management of 457 Deferred Compensation Plan	02/17/2022	2,988.23
Total for Check Number 313943:				2,988.23
313944	CCSP4011 2659m	Console Cleaning Specialist Annual Cleaning Service for Dispatch Communications Center	02/17/2022	1,350.00
Total for Check Number 313944:				1,350.00
313945	DEL0771 BE004774109 BE004811096	Delta Dental Dental premiums - Jan 2022 Dental premiums - Feb 2022	02/17/2022	12,340.32 11,055.35
Total for Check Number 313945:				23,395.67
313946	DEL3011 02050800162	DELUXE Z Form Custom Checks for Operating Account	02/17/2022	581.29
Total for Check Number 313946:				581.29
313947	KBJI1021 11/16-11/19/21	Lucy Demirjian Reimburse Mileage Expense for Conference: 11/16/2021-11/19/2021	02/17/2022	346.08
Total for Check Number 313947:				346.08
313948	DIR2013 OSIP 69050	Department of Industrial Relations Workers Comp Assessment FY 2021/22	02/17/2022	4,973.07
Total for Check Number 313948:				4,973.07
313949	IBLS6116 12/13/2021	Luis Ibarra Mileage Reimbursement for Call Out 12/13/2021	02/17/2022	4.59
Total for Check Number 313949:				4.59
313950	LCCS8060	League of California Cities	02/17/2022	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	641414	Membership Dues for Calendar Year 2022		11,002.00
			Total for Check Number 313950:	11,002.00
313951	LAPCMB 2022 Dues	Los Angeles County Police Chiefs' Associa 2022 Annual Dues	02/17/2022	500.00
			Total for Check Number 313951:	500.00
313952	LAPCMB LACPCA Mar22	Los Angeles County Police Chiefs' Associa LACPCA March 2022 Conference	02/17/2022	300.00
			Total for Check Number 313952:	300.00
313953	MBFEC106 S 23054	Marx Bros. Fire Extinguisher Co. WMB Semi- Annual inspection on the Ansuat R-102.	02/17/2022	144.49
			Total for Check Number 313953:	144.49
313954	CHRMORRN 118616	Christina Morena Refund Gazebo Rentals due to COVID-19	02/17/2022	168.00
			Total for Check Number 313954:	168.00
313955	VRMZ7000 PR 02/04/2022	Valerie Munoz PR 02/04/2022 - Garnishment	02/17/2022 PR Batch 20422.02.2022 Garn	750.00
			Total for Check Number 313955:	750.00
313956	NTFL1021 7417	NetFile Inc. Annual Subscription for Agency Services: 07/01/21-06/30/22	02/17/2022	3,200.00
			Total for Check Number 313956:	3,200.00
313957	NCMC4011 85488	New Century Motorcycles Motorcycle Repairs for Unit # 1801	02/17/2022	632.37
			Total for Check Number 313957:	632.37
313958	PEG4590 Dec 2021 Dec 2021	NUFIC EE Only Basic AD&D EE Voluntary AD&D	02/17/2022	195.00 831.85
			Total for Check Number 313958:	1,026.85
313959	PBGF8031 3105026647 3105026647 3105026647 3105026647 3105238460 3105238460 3105238460 3105238460	Pitney Bowes Global Financial Services LL Account # 0010106647 (07/30/21-10/29/2021) Account # 0010106647 (07/30/21-10/29/2021) Account # 0010106647 (07/30/21-10/29/2021) Account # 0010106647 (07/30/21-10/29/2021) Account # 0010106647 (10/30/21-01/29/22) Account # 0010106647 (10/30/21-01/29/22) Account # 0010106647 (10/30/21-01/29/22) Account # 0010106647 (10/30/21-01/29/22)	02/17/2022	69.02 69.02 69.02 69.03 69.03 69.02 69.02 69.02
			Total for Check Number 313959:	552.18
313960	JUNPOUST PW519	June Poust Refund Tree Trimming Inspection Fee (Duplicate Payment)	02/17/2022	125.00
			Total for Check Number 313960:	125.00
313961	ADRMS	Andres Ramos	02/17/2022	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	118617	Refund Security Deposit of Garfield Youth Hous		261.00
Total for Check Number 313961:				261.00
313962	SSDV2018 PR 02/04/2022 PR 02/04/2022	Sheila Sandoval PR 02/04/2022 - Garnishment PR 02/04/2022 - Garnishment	02/17/2022 PR Batch 20422.02.2022 Gar PR Batch 20422.02.2022 Sanc	737.00 485.00
Total for Check Number 313962:				1,222.00
313963	SOGA6501 196-493-8529 1 196-493-8529 1 196-493-8529 1 196-493-8529 1 196-493-8529 1 196-493-8529 1	SoCalGAS CNG Fuel 12/01/21-01/01/20 Acct # 196-493-8529 1 CNG Fuel 12/01/21-01/01/20 Acct # 196-493-8529 1 CNG Fuel 12/01/21-01/01/20 Acct # 196-493-8529 1 CNG Fuel 12/01/21-01/01/20 Acct # 196-493-8529 1 CNG Fuel 12/01/21-01/01/20 Acct # 196-493-8529 1 CNG Fuel 12/01/21-01/01/20 Acct # 196-493-8529 1	02/17/2022	52.12 52.12 52.12 52.12 52.12 52.12
Total for Check Number 313963:				312.72
313964	HAFR7000 085033813649 085033959754	The Hartford Life Insurance Premiums: January 2022 Life Insurance Premiums: February 2022	02/17/2022	918.00 951.75
Total for Check Number 313964:				1,869.75
313965	URBP8035 220000719402	The Urban Pet Dog Food for K-9 "Lisu" on 01/10/22	02/17/2022	143.98
Total for Check Number 313965:				143.98
313966	TIM4011 0357905020522	Time Warner Cable acct 8448-30-008-0357905 Service from 02/05-03-04/22	02/17/2022	130.55
Total for Check Number 313966:				130.55
313967	TOM4455 150	Tom's Men's Wear & Uniform's, Inc. Jacket for Police Clerk Ochoa	02/17/2022	94.80
Total for Check Number 313967:				94.80
313968	POR4707 114-12799702	United Site Services, Inc. Skate Park Portable Toilet Services 01-25-22/2-21-22	02/17/2022	339.72
Total for Check Number 313968:				339.72
313969	TLC2155 972118757	VCA TLC Pasadena Veterinary Specilaty & Preventative Care for K9 Delta: Vaccine	02/17/2022	75.85
Total for Check Number 313969:				75.85
313970	VTIN4010 129899	Ven Tek International Annual Online Services for Parking Permit Kiosk in PD Lobby	02/17/2022	2,110.00
Total for Check Number 313970:				2,110.00
313971	WIL2010 00416821 00416821 00416883 00416883	Willdan Engineering, Inc. On-Call Construction Mgmt. - Fair Oaks Signal Project - 10/2021 On-Call Construction Mgmt. - Fair Oaks Signal Project - 10/01/21 On-Call Construction Mgmt. - Fair Oaks Signal Project - 10/29/21 On-Call Construction Mgmt. - Fair Oaks Signal Project - 10/29/21	02/17/2022	649.20 2,596.80 1,408.80 352.20

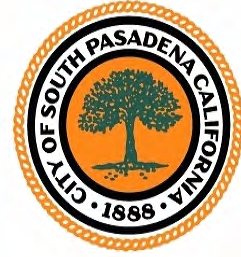
Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 313971:	5,007.00
313972	YTH1023 31861	Y Tire Complete Auto Repair Police Department - Automotive Maintenance: Unit # 1501	02/17/2022	247.09
			Total for Check Number 313972:	247.09
313973	ZYLABDC 18210115	ZyLAB DCS USA LLC One Active Hosting Fee and Subscription for 10 Users	02/17/2022	10,000.00
			Total for Check Number 313973:	10,000.00
			Total for 2/17/2022:	111,515.51
			Report Total (44 checks):	111,515.51

ATTACHMENT 3
General City Warrant List

Accounts Payable

Checks by Date - Detail by Check Date

User: calvarez
 Printed: 2/23/2022 6:24 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	AME0239 7001988771	American Water Works Association AWWA City Annual Membership 2022	03/02/2022	2,443.00
Total for this ACH Check for Vendor AME0239:				2,443.00
ACH	ATLRR816 641119	Atkinson, Andelson, Loya, Rudd & Romo Legal Advice-labor and Employment	03/02/2022	183.75
Total for this ACH Check for Vendor ATLRR816:				183.75
ACH	BAK0366	Baker & Taylor Entertainment	03/02/2022	
	H59625870	DVDs/ CDs		140.56
	H59679690	DVDs/ CDs		58.68
	H59697680	DVDs/ CDs		279.31
	H59778910	DVDs/ CDs		12.39
	H59864390	DVDs/ CDs		16.52
	H59966620	DVDs/ CDs		90.06
	H59969870	DVDs/ CDs		11.41
	H59992130	DVDs/ CDs		41.30
	H60018880	DVDs/ CDs		16.53
	H60021770	DVDs/ CDs		17.94
	H60043180	DVDs/ CDs		11.41
	H60059190	DVDs/ CDs		11.41
	T24090930	DVDs/ CDs		8.26
Total for this ACH Check for Vendor BAK0366:				715.78
ACH	BAK0369	Baker & Taylor Books	03/02/2022	
	2036287994	Books for Library		240.76
	2036332752	Books for Library		853.76
	2036343896	Books for Library		554.95
	2036360502	Books for Library		636.17
	2036368468	Books for Library		137.08
	2036378327	Books for Library		447.49
	2036383280	Books for Library		996.91
	2036389670	Books for Library		290.47
	2036399023	Books for Library		172.76
	2036408892	Books for Library		300.24
	2036418098	Books for Library		519.52
	2036420482	Books for Library		111.42
	2036433431	Books for Library		274.54
	2036439518	Books for Library		911.08
	2036440094	Books for Library		40.39
	2036441513	Books for Library		479.40
	2036452585	Books for Library		38.23
	2036456726	Books for Library		15.19
	2036457527	Books for Library		247.99
	2036477848	Books for Library		103.56
	2036498248	Books for Library		33.02

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor BAK0369:				7,404.93
ACH	BFWB4011 38711	Badge Frame, Inc. Retirement Plaques for Lunnon, Giron, and Ankri	03/02/2022	465.48
Total for this ACH Check for Vendor BFWB4011:				465.48
ACH	BLSP8010 2019249 2023564	Blackstone Publishing Books/DVDs/CDs Books/DVDs/CDs	03/02/2022	38.95 30.95
Total for this ACH Check for Vendor BLSP8010:				69.90
ACH	BSHL6710 21256 21256 21256 21352 21352 21352 21353 21355	dba Jan Point Base Hill, Inc. Citywide Janitorial Services-December 2021 Citywide Janitorial Services-December 2021 Citywide Janitorial Services-December 2021 Citywide Janitorial Services-January 2022 Citywide Janitorial Services-January 2022 Citywide Janitorial Services-January 2022 Additional Disinfecting Services at CH 2nd floor Additional Disinfecting Services-CH 1st Floor-C	03/02/2022	11,241.92 875.00 956.07 11,241.92 875.00 956.07 350.00 900.00
Total for this ACH Check for Vendor BSHL6710:				27,395.98
ACH	CHAG8032 7725	Emily Chang Class Instructor: Kindermusik 01/31/22-02/28/22 Mon 9:30-10:15am	03/02/2022	144.30
Total for this ACH Check for Vendor CHAG8032:				144.30
ACH	CHWP2010 50870	Colantuono,Highsmith & Whatley,PC Under Collection of UUT January 2022	03/02/2022	194.95
Total for this ACH Check for Vendor CHWP2010:				194.95
ACH	CONN6711 06003415	Conney Safety 10 First Aid Kits for Water Distribution Trucks	03/02/2022	233.18
Total for this ACH Check for Vendor CONN6711:				233.18
ACH	CRDA1021 RS4768445	Corodata Records Management Records Management: 01/01/22-01/31/22	03/02/2022	392.39
Total for this ACH Check for Vendor CRDA1021:				392.39
ACH	CRHY8067 7807 7808	Corey Hartney Class Instructor Basketball: 01/22/22-02/19/22 SA 5-6PM Class Instructor Basketball: 01/22/22-02/19/22 SA 4-5PM	03/02/2022	780.00 260.00
Total for this ACH Check for Vendor CRHY8067:				1,040.00
ACH	CRSR2010 DN 1347795	Corodata Shredding Inc. Oxley St, Library, Mission ST Service Through 1/31/2022	03/02/2022	105.69
Total for this ACH Check for Vendor CRSR2010:				105.69
ACH	CWNC2501 CWC-2019365-83	Carl Warren & Company Claims administration: January 2022	03/02/2022	1,435.50
Total for this ACH Check for Vendor CWNC2501:				1,435.50
ACH	DATA5000	SPMR (Datamatic Inc.)	03/02/2022	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	SPMR3362	SPMR Data Hosting - CYCLOPS		11.88
	SPMR3392	Smart Phone Meter Reading (SPMR) Annual Fee & Licensing		6,897.00
		Total for this ACH Check for Vendor DATA5000:		6,908.88
ACH	DDL8010	Dr. Detail Ph.D	03/02/2022	
	2500	Clean of Carpets at Camp Med Lower Floors		495.00
	2504	Fleet Cleaning & Sanitization of Police Vehicles		2,040.00
		Total for this ACH Check for Vendor DDL8010:		2,535.00
ACH	EURO6710	Eurofins Eaton Analytical	03/02/2022	
	C0003851	Water Quality Testing & Analysis (FY21-22) Nov 2022		2,640.00
	C0003902	Water Quality Testing & Analysis (FY21-22) Dec 2022		2,849.00
	C0003951	Water Quality Testing & Analysis (FY21-22) Jan 2022		1,333.00
		Total for this ACH Check for Vendor EURO6710:		6,822.00
ACH	GPPT9090	The Silver Bullet Corporation	03/02/2022	
	515251	Gopher Abatement Arroyo Park 12/9/2021		250.00
	515458	Gopher Abatement Pasadena Ave. Median 12/23/2021		95.00
		Total for this ACH Check for Vendor GPPT9090:		345.00
ACH	JHMS8020	JHM Supply	03/02/2022	
	264861/1	Water Pipe Fittings Supplies for Water Division-Backflow Repair		505.93
	277707/1	Water Pipe Fittings Supplies for Water Division-Drainpipe repair		100.54
		Total for this ACH Check for Vendor JHMS8020:		606.47
ACH	MNBL8170	Crestline Software, LLC dba MuniBilling	03/02/2022	
	14658	Merchant 2021 Annual Reporting Fee		99.00
		Total for this ACH Check for Vendor MNBL8170:		99.00
ACH	OVDR8011	OverDrive Inc.	03/02/2022	
	01148CO22045228	eBooks / Audiobooks		353.01
		Total for this ACH Check for Vendor OVDR8011:		353.01
ACH	POSU8132	Prudential Overall Supply	03/02/2022	
	52544822	Scrapers Mat Cleaning Services Street Trees 1/4/22		3.87
	52544822	Scrapers Mat Cleaning Services Sewer Division 1/4/22		3.87
	52544822	Scrapers Mat Cleaning Services Street Lighting 1/4/22		3.87
	52544822	Scrapers Mat Cleaning Services Street Division 1/4/22		3.87
	52544822	Scrapers Mat Cleaning Services Facilities Maint. 1/4/22		3.87
	52544823	Uniform Cleaning Services Sewer Division 1/4/22		9.30
	52544823	Uniform Cleaning Services Street Lighting 1/4/22		11.10
	52544823	Uniform Cleaning Services Street Maintenance 1/4/22		23.48
	52544823	Uniform Cleaning Services Street Tree Maint. 1/4/22		9.30
	52544823	Uniform Cleaning Services Facility Division 1/4/22		14.03
	52544824	Uniform Cleaning Services Water Production 1/4/22		26.55
	52544824	Uniform Cleaning Services Water Distribution 1/4/22		34.69
	52544825	Scrapers Mat Cleaning Services Water Production 1/4/22		6.24
	52544825	Scrapers Mat Cleaning Services Water Distribution 1/4/22		6.23
	52546803	Scrapers Mat Cleaning Services Street Division 1/11/22		3.87
	52546803	Scrapers Mat Cleaning Services Street Trees 1/11/22		3.87
	52546803	Scrapers Mat Cleaning Services Street Lighting 1/11/22		3.87
	52546803	Scrapers Mat Cleaning Services Facilities Maint. 1/11/22		3.87
	52546803	Scrapers Mat Cleaning Services Sewer Division 1/11/22		3.87
	52546804	Uniform Cleaning Services Sewer Division 1/11/22		9.30
	52546804	Uniform Cleaning Services Street Maintenance 1/11/22		23.48

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
52546804		Uniform Cleaning Services Facility Division	1/11/22	14.03
52546804		Uniform Cleaning Services Street Lighting	1/11/22	11.10
52546804		Uniform Cleaning Services Street Tree Maint.	1/4/22	9.30
52546805		Uniform Cleaning Services Water Production	1/11/22	26.55
52546805		Uniform Cleaning Services Water Distribution	1/11/22	34.69
52546806		Scrap Mat Cleaning Services Water Production	1/11/22	6.24
52546806		Scrap Mat Cleaning Services Water Distribution	1/11/22	6.23
52548799		Scrap Mat Cleaning Services Street Lighting	1/18/22	3.87
52548799		Scrap Mat Cleaning Services Sewer Division	1/18/22	3.87
52548799		Scrap Mat Cleaning Services Street Trees	1/18/22	3.87
52548799		Scrap Mat Cleaning Services Street Division	1/18/2022	3.87
52548799		Scrap Mat Cleaning Services Facilities Maint.	1/18/2022	3.87
52548800		Uniform Cleaning Services Street Maintenance	1/18/22	23.48
52548800		Uniform Cleaning Services Street Tree Maint.	1/18/22	9.30
52548800		Uniform Cleaning Services Facility Division	1/18/22	14.03
52548800		Uniform Cleaning Services Sewer Division	1/18/22	9.30
52548800		Uniform Cleaning Services Street Lighting	1/18/22	11.10
52548801		Uniform Cleaning Services Water Distribution	1/18/22	34.69
52548801		Uniform Cleaning Services Water Production	1/18/22	26.55
52548802		Scrap Mat Cleaning Services Water Distribution	1/18/22	6.23
52548802		Scrap Mat Cleaning Services Water Production	1/18/22	6.24
52550795		Scrap Mat Cleaning Services Street Division	1/25/22	3.87
52550795		Scrap Mat Cleaning Services Facilities Maint.	1/25/22	3.87
52550795		Scrap Mat Cleaning Services Sewer Division	1/25/22	3.87
52550795		Scrap Mat Cleaning Services Street Trees	1/25/22	3.87
52550795		Scrap Mat Cleaning Services Street Lighting	1/25/22	3.87
52550796		Uniform Cleaning Services Facility Division	1/25/22	14.03
52550796		Uniform Cleaning Services Sewer Division	1/25/22	9.30
52550796		Uniform Cleaning Services Street Maintenance	1/25/22	23.48
52550796		Uniform Cleaning Services Street Lighting	1/25/22	11.10
52550796		Uniform Cleaning Services Street Tree Maint.	1/25/22	9.30
52550797		Uniform Cleaning Services Water Production	1/25/22	26.55
52550797		Uniform Cleaning Services Water Distribution	1/25/22	34.69
52550798		Scrap Mat Cleaning Services Water Distribution	1/25/22	6.23
52550798		Scrap Mat Cleaning Services Water Production	1/25/22	6.24
52552789		Scrap Mat Cleaning Services Street Division	2/1/22	3.87
52552789		Scrap Mat Cleaning Services Street Lighting	2/1/22	3.87
52552789		Scrap Mat Cleaning Services Sewer Division	2/1/22	3.87
52552789		Scrap Mat Cleaning Services Street Trees	2/1/22	3.87
52552789		Scrap Mat Cleaning Services Facilities Maint.	2/1/22	3.87
52552790		Uniform Cleaning Services Sewer Division	2/1/2022	9.30
52552790		Uniform Cleaning Services Street Maintenance	2/1/22	23.48
52552790		Uniform Cleaning Services Street Tree Maint.	2/1/22	9.30
52552790		Uniform Cleaning Services Street Lighting	2/1/22	11.10
52552790		Uniform Cleaning Services Facility Division	2/1/2022	14.03
52552791		Uniform Cleaning Services Water Distribution	2.1.22	34.69
52552791		Uniform Cleaning Services Water Production	2/1/22	26.55
52552792		Scrap Mat Cleaning Services Water Production	2/1/22	6.24
52552792		Scrap Mat Cleaning Services Water Distribution	2/1/22	6.23
Total for this ACH Check for Vendor POSU8132:				801.35
ACH	SPBK INV-008261	Springbrook Holding Company LLC CivicPay Transaction Fee Dec 2021	03/02/2022	72.00
Total for this ACH Check for Vendor SPBK:				72.00
ACH	STA5219 3466385662 3486589170	Staples Business Advantage Public Works Department-PPE Supplies Public Works Department-Water Production Div.Office Supplies	03/02/2022	90.38 69.93

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	3487007778	Community Services Office Supplies		104.73
	3490942055	Community Services Office Supplies		138.41
	3492929831	Public Works Department-Admin PPE Supplies		308.70
	3494388280	Public Works Department-Water Division Office		134.63
	3494388280	Public Works Department-Water Division Office		134.64
	3494388282	Public Works Department-Yard Office supplies		102.38
	3495550992	Public Works Department-Parks Division Office		20.61
	3495550992	Public Works Department-Parks Division Office		20.60
	3496973905	Public Works Department Break Room supplies		13.81
	3496973905	Public Works Department Break Room supplies		13.82
	3496973905	Public Works Department Break Room supplies		13.82
	3496973905	Public Works Department Break Room supplies		13.82
	3496973905	Public Works Department Break Room supplies		13.81
	3496973905	Public Works Department Break Room supplies		13.82
	3497855114	PD Office Supplies		285.86
	3498255656	Library Office Supplies		15.28
	3498329312	Library Office Supplies		66.13
	3498400549	Library Office Supplies		63.61
	3498484418	Library Office Supplies		9.36
	3498484419	Library Office Supplies		52.78
	3498484420	Library Office Supplies		2.88
	3498860468	Library Office Supplies		37.14
	3499373009	Library Office Supplies		114.99
	3499373010	Library Office Supplies		73.93
	3499373011	Library Office Supplies		155.01
	3499373012	Office Supplies - Engineering Division		12.48
	3499373013	Office Supplies - Engineering Division		275.61
	3499439600	Library Office Supplies		135.10
	3499696190	Library Office Supplies		31.41
	3499696191	Library Office Supplies		185.21
	3499767424	PD Office Supplies		14.35
	3499831708	PD Office Supplies		122.31
	3499902440	PD Office Supplies		298.33
		Total for this ACH Check for Vendor STA5219:		3,159.68
ACH	UQMS8010 6097587	Unique Management Svcs Inc. Library Recovery Services: January 2022	03/02/2022	179.00
		Total for this ACH Check for Vendor UQMS8010:		179.00
ACH	WES4152 182079 182079	West Coast Arborists, Inc. Citywide Urban Forestry Services 1/16/2022-1/31/2022 Citywide Urban Forestry Services 1/16/2022-1/31/2022	03/02/2022	3,080.00 8,810.00
		Total for this ACH Check for Vendor WES4152:		11,890.00
313974	SISS4010 INV975499	3SI Security Systems Tracking Service - Trackers for Bait Packages	03/02/2022	1,140.00
		Total for Check Number 313974:		1,140.00
313975	AAEN8170 154630	A & A Enterprises, Inc. Fire Detection System Testing, Service, and Maintenance for City	03/02/2022	967.10
		Total for Check Number 313975:		967.10
313976	ALH0179 January 2022	Alhambra Car Wash Police Department Car Washes January 2022	03/02/2022	117.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 313976:	117.00
313977	ACMT2920 74820	All City Management Services, Inc. Crossing Guard Services: 01/09/22-01/22/22	03/02/2022	8,181.55
			Total for Check Number 313977:	8,181.55
313978	AMDA6710 2/6/22	Jose L. Almeda Warwick Pl. Water Main Break Call Out 2/6/22	03/02/2022	23.98
			Total for Check Number 313978:	23.98
313979	ANT0243 59350 59454 59504	Antrim's Security Co., Inc. Keys for a PWD contractor Keys for duplication for Library Urgent Repair for PD-Main Entrance	03/02/2022	41.95 61.74 77.18
			Total for Check Number 313979:	180.87
313980	AT&T5011 248134-61002105 331841-07563432 331841-08023436	AT&T AN 248 134-6100 210 5 (02/01/22 - 02/28/22) AN 331 841-0756 343 2 (02/07/22 - 03/06/22) AN 331 841-0802 343 6 (02-07-22 - 03/06/22)	03/02/2022	47.04 0.45 33.78
			Total for Check Number 313980:	81.27
313981	CIN4011 287269956155X02 287297984615X02 287312118886X02	AT&T Mobility AT&T AN 287269956155 (01-07-22-02/06/22) AT&T AN 287297984615 (01-03-22-02/02/22) AT&T AN 287312118886 (01-03-22-02/02/22)	03/02/2022	297.97 334.48 844.65
			Total for Check Number 313981:	1,477.10
313982	ATSS6010 11500708 11500709	Athens Services Athens Street Sweeping Mission Meridian December 2021 Athens Bus Stop Barrel Pickup December 2021	03/02/2022	840.70 2,241.89
			Total for Check Number 313982:	3,082.59
313983	PTBK297 1746 Hanscom 1746-50 Hanscom 1750 Hanscom	Peter Baktiari Refundable Deposit for replacement trees Refundable Deposit for street paving. Refundable Deposit for replacement trees	03/02/2022	4,690.00 4,250.00 8,040.00
			Total for Check Number 313983:	16,980.00
313984	BT4U8180 0122-3319 0122-3319	Better 4 You Meals Meals for Onsite and Home Delivery: January 2022 Meals for Onsite and Home Delivery: January 2022	03/02/2022	2,633.80 2,035.20
			Total for Check Number 313984:	4,669.00
313985	KIBOWMAN 178	Kim Bowman Closed Water Account Refund	03/02/2022	96.00
			Total for Check Number 313985:	96.00
313986	PAUBRDLY 380	Paula Bradley Bradley	03/02/2022	58.69
			Total for Check Number 313986:	58.69

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
313987	DBAR3011	Brinks Inc. (Formerly Dunbar Inc.)	03/02/2022	
	11817180	Armored Cash Transportation: 01/01/22-01/31/22		503.00
	11849061	Armored Cash Transportation: 02/01/22-02/28/22		503.00
	4518774	Armored Cash Transportation: 12/01/21-12/31/21		129.39
	4587988	Armored Cash Transportation: 01/01/22-01/31/22		56.76
Total for Check Number 313987:				1,192.15
313988	BRMR8267	BRIT West Soccer	03/02/2022	
	7705	Class Instructor: Tiny Pros Soccer 2-3.5 SA		698.10
	7706	Class Instructor: Tiny Pros Soccer 3.5-5 SA		1,163.50
	7707	Class Instructor: Tiny Pros Soccer 2-3.5 SU		1,047.15
	7708	Class Instructor: Tiny Pros Soccer 3.5-5 SU		1,279.85
	7718	Class Instructor: Tiny Pros Soccer 3.5-5 TH		465.40
	7742	Class Instructor: Club Pros 5-7 SA		1,512.55
	7743	Class Instructor: Club Pros 7-12 SA		1,047.15
	7744	Class Instructor: Club Pros 7-12 SU		930.80
	7756	Class Instructor: Club Pros 5-7 TH		465.40
	7757	Class Instructor: Club Pros 7-12 TH		349.05
Total for Check Number 313988:				8,958.95
313989	CAL5236	CA Linen Services	03/02/2022	
	1945281	Fire Station Linen Rental and Cleaning Services		108.36
	1952196	Fire Station Linen Rental and Cleaning Services		85.50
	1954732	Fire Station Linen Rental and Cleaning Services		91.25
Total for Check Number 313989:				285.11
313990	CPC4011	California Police Chiefs Association	03/02/2022	
	20936	Women Leaders in Law Enforcement Conference: 09/12-09/14/22		450.00
	20996	Women Leaders in Law Enforcement Conference: 09/12-09/14/22		450.00
	21020	Women Leaders in Law Enforcement Conference: 09/12-09/14/22		900.00
	21058	Executive leadership Institute at Drucker for Lt.Jacobs- June'22		1,000.00
	21139	Women Leaders in Law Enforcement Conference: 09/12-09/14/22		450.00
Total for Check Number 313990:				3,250.00
313991	CPO4011	California Police Officers Association	03/02/2022	
	286770	Police Department Membership: 1/1/22-12/31/22		1,150.00
Total for Check Number 313991:				1,150.00
313992	CAN0607	Cantu Graphics Inc.	03/02/2022	
	20714	EOP Prints for Public Safety and City Clerks Office		224.74
Total for Check Number 313992:				224.74
313993	CBSE6010	Cell Business Equipment	03/02/2022	
	75359506	Service at 825 Mission St AN 857406 (02-01-22 - 02-28-22)		304.17
Total for Check Number 313993:				304.17
313994	PHCHNG	Phoebe Cheng	03/02/2022	
	978	Closed Water Account Refund		42.88
Total for Check Number 313994:				42.88
313995	JMCB6710	Jose Manuel Cipres Bravo	03/02/2022	
	2/6/22	Warwick Pl. Water Main Break Call Out 2/6/22		22.58

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 313995:	22.58
313996	ALPD4010 SoPas - 01/2022	City of Alhambra Police Department Inmate Housing - January 2022	03/02/2022	1,720.00
			Total for Check Number 313996:	1,720.00
313997	CSM8030 0001036	City of San Marino Co-Op Agreement: 10/01/21-10/31/22 (Petta, Sutliff, Maza)	03/02/2022	10,302.75
			Total for Check Number 313997:	10,302.75
313998	SOU5340	City of South Pasadena-Library Petty Cash	03/02/2022	
	02/04/2022	Reimburse Petty Cash for Library		7.98
	02/08/2022	Reimburse Petty Cash for Library		25.30
	02/08/2022	Reimburse Petty Cash for Library		71.50
	03/09/2021	Reimburse Petty Cash for Library		11.00
	05/07/2021	Reimburse Petty Cash for Library		6.04
	06/30/2021	Reimburse Petty Cash for Library		11.00
	08/02/2021	Reimburse Petty Cash for Library		15.98
	08/31/2021	Reimburse Petty Cash for Library		17.79
	09/17/2021	Reimburse Petty Cash for Library		10.98
	10/26/2021	Reimburse Petty Cash for Library		12.63
	12/07/2021	Reimburse Petty Cash for Library		27.55
			Total for Check Number 313998:	217.75
313999	COMC2011 7611	Comcate Service Request System Software Renewal 09/17/21-09/16/22	03/02/2022	2,603.13
			Total for Check Number 313999:	2,603.13
314000	COR7788 7685 7738 7739	Robert Darren Cornforth Class Instructor: Tennis Interm. 01/22/22-03/12/22 SA 10-11AM Class Instructor: Tennis Beginner 01/22/22-03/12/22 SA 9-10am Class Instructor: Tennis Interm. 01/22/22-03/12/22 SA 11-12PM	03/02/2022	624.00 546.00 624.00
			Total for Check Number 314000:	1,794.00
314001	CRSSTWN9 4620-001 4620-001	Crosstown Electrical & Data Inc. Fair Oaks Ave. Traffic Signal Improvements Project Fair Oaks Ave. Traffic Signal Improvements Project	03/02/2022	42,350.71 253,520.00
			Total for Check Number 314001:	295,870.71
314002	CSULB40 52702090821012	CSULB Foundation Training Class for Cpl. Dubois: 02/10/22	03/02/2022	182.00
			Total for Check Number 314002:	182.00
314003	DSP0755 2005	D & S Printing Business Cards for Community Development	03/02/2022	115.76
			Total for Check Number 314003:	115.76
314004	LUDLRSA 502	Luis Del LA Rosa Closed Water Account Refund	03/02/2022	9.18
			Total for Check Number 314004:	9.18
314005	DEM0777	Demco Inc.	03/02/2022	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	7071005	CD / DVD Overlay Tags for Library		258.61
			Total for Check Number 314005:	258.61
314006	LAUDENST 400	Laurence Denniston Bradley	03/02/2022	9.58
			Total for Check Number 314006:	9.58
314007	DOO0805 62313	Dooley Enterprises Inc Police Department Ammunition RA9124TP	03/02/2022	3,868.23
			Total for Check Number 314007:	3,868.23
314008	DPL4011 DUI20220303 OIS20220223-24	DPrep Inc. Training Class for Cpr. Sanchez: 03/03/2022 Training Class for Cpl. Dubois 02/23-02/24/22	03/02/2022	125.00 249.00
			Total for Check Number 314008:	374.00
314009	ENT5426 173045 173046	Entenmann-Rovin Badge engraving for Godoy #222 Badge engraving for Sotelo #223	03/02/2022	103.97 84.97
			Total for Check Number 314009:	188.94
314010	FED1109 7-586-22785	FedEx Testing- Police Dispatch	03/02/2022	55.85
			Total for Check Number 314010:	55.85
314011	FNRT4011 01-10-22	Forensic Nurse Response Team SART Exam for DR 22-0054	03/02/2022	1,400.00
			Total for Check Number 314011:	1,400.00
314012	GAL7788 7703 7740 7741	Donna Gale Class Instructor: Online Tot Ballet & Tap 01/10/22-02/14/22 Mon Class Instructor: Online Youth Ballet & Tap 01/10/22-02/14/22 Mon Class Instructor: Online Master Chef Kids 01/13/22-02/03/22 Thu	03/02/2022	340.00 272.00 408.00
			Total for Check Number 314012:	1,020.00
314013	LIGS4011 02072022	Lizeth Gonzalez-Sotelo Reimbursement for Sotelo for Sheriff's Academy apparel.	03/02/2022	208.24
			Total for Check Number 314013:	208.24
314014	GRA6601 9020761483	Grainger Unit 635-Facilities Division Urgent Boom Truck	03/02/2022	393.22
			Total for Check Number 314014:	393.22
314015	HDLC3011 SIN014502	HdL Coren & Cone Contract Services - Property Tax	03/02/2022	3,025.38
			Total for Check Number 314015:	3,025.38
314016	HDLC3010 SIN002089 SIN002089 SIN003562 SIN003562	Hinderliter deLlamas & Associates Audit Services - Sales Tax Contract Services - Sales Tax Contract Services - Sales Tax Audit Services - Sales Tax	03/02/2022	40.98 1,128.04 1,143.83 446.46

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 314016:	2,759.31
314017	HRDY2013 01/04/2022	HR Dynamics & Performance Management City-Wide Compensation Study for 86 Job Class	03/02/2022	24,995.00
			Total for Check Number 314017:	24,995.00
314018	JSAR4011 17088 17089	Jack's Auto Repair Routine Maintenance of Transit Fleet Unit # 75 Routine Maintenance of Transit Fleet Unit # 74	03/02/2022	66.00 66.00
			Total for Check Number 314018:	132.00
314019	JCRS5011 50973	Jones Coffee Roasters Fire Dept. Coffee Supplies	03/02/2022	162.68
			Total for Check Number 314019:	162.68
314020	MIKKANAZ 118932	Mika B Kanazaki-Cao Refund Cancelled Class for Two Participants	03/02/2022	385.32
			Total for Check Number 314020:	385.32
314021	EDDKNOUS 388	Eddie Kenouse Closed Water Account Refund	03/02/2022	4.58
			Total for Check Number 314021:	4.58
314022	MICKVMAN 161	Michael Kvammen Closed Water Account Refund	03/02/2022	5.01
			Total for Check Number 314022:	5.01
314023	MHELLAI 825	Michelle Lai Closed Water Account Refund	03/02/2022	72.92
			Total for Check Number 314023:	72.92
314024	LIFE822 1172069	Life-Assist Inc. Fire Dept. Medical Supplies	03/02/2022	107.16
			Total for Check Number 314024:	107.16
314025	LBBM4010 42458 42547	Long Beach BMW Motorcycles PD Motorcycle Repairs; 2 new wheels and tires VIN 39603 12K Mile service for motorcycle VIN 39602	03/02/2022	4,441.88 1,320.38
			Total for Check Number 314025:	5,762.26
314026	JNLUCHRS 372	Jun (Chris) Lu Closed Water Account Refund	03/02/2022	17.22
			Total for Check Number 314026:	17.22
314027	MRMC6710 5604 5605	Miramontes Construction Inc. Water Line Repair Services-1/1/22 Water Main repair Water Line Repair Services 1/2/22 Water Main Repair	03/02/2022	9,858.84 14,940.40
			Total for Check Number 314027:	24,799.24
314028	NBSFIN 1221000445	NBS Professinal Service: Library Parcel Tax	03/02/2022	1,662.12

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 314028:	1,662.12
314029	BEANG 276	Beata Ng Closed Water Account Refund	03/02/2022	63.54
			Total for Check Number 314029:	63.54
314030	JNNG8110 02/04/2022	Jonathan Nugent Reimburse Training Expense: Truck Company Operations Fire Dept.	03/02/2022	1,479.00
			Total for Check Number 314030:	1,479.00
314031	OGST4010 238348	OGS Technologies Inc. P-buttons for uniforms	03/02/2022	136.97
			Total for Check Number 314031:	136.97
314032	OLNP8010 69486 70045 70258 70259 71465 71473 71648 71748 72182 72184 72272 72483 72484 73471 73973	Outlook Newspapers Group Public Notice: FY2020-21 Budget Public Notice: Legal Call of Election 2020 Public Notice: Measure & Deadline Arguments Public Notice: Updated Notice of Calling for Election Public Notice: Ordinance 2350 Interim Eviction Moratorium Public Notice: Ordinance 2349 Interim Eviction Moratorium Public Notice: Ordinance 2351 Procedural Protections Public Notice: Ordinance 2352 Public Safety Commission Public Notice: Chapter 36 Article III Amendment ADUs Public Notice: Ordinance 2353 Inclusionary Housing Public Notice: Ordinance 2354 Hero Pay Public Notice: Ordinance 2355 Inclusionary Zoning Public Notice: Ordinance 2356 ADU Public Notice: Ordinance 2358 ZCA Public Notice: Redistricting	03/02/2022	123.75 142.50 255.00 360.00 1,728.00 1,680.00 480.00 1,524.00 396.00 888.00 780.00 1,080.00 564.00 4,536.00 588.00
			Total for Check Number 314032:	15,125.25
314033	PHS4011 FEB2022SoPas	Pasadena Humane Society Animal Control Services - February 2022	03/02/2022	14,035.83
			Total for Check Number 314033:	14,035.83
314034	DENPEYRE 118931	Denise Peyre Refund Due to Parent Cancellation Request	03/02/2022	80.00
			Total for Check Number 314034:	80.00
314035	RDLR5270 091	Laura Reardon Closed Water Account Refund	03/02/2022	44.95
			Total for Check Number 314035:	44.95
314036	RIPU8540 16395 16726 17031 17053 17080 17081	Roadline Products Inc. USA Street Maintenance Equipment, Materials, and Supplies-Products Street Maintenance Equipment, Materials, Supplies-Street Signs Street Maintenance Equipment, Materials, and Supplies-Signs Street Maintenance Equipment, Materials, and Supplies-Road Paint Street Maintenance Equipment, Materials, and Supplies-Tiger Run Street Maintenance Equipment, Materials, and Supplies-Cones	03/02/2022	1,699.54 1,528.10 2,109.47 5,430.20 751.63 6,334.25
			Total for Check Number 314036:	17,853.19

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
314037	RON1111 02/03/2022	Matthew Ronnie Training Class Reimb. for Sgt. Ronnie 02/03/202	03/02/2022	90.11
Total for Check Number 314037:				90.11
314038	SCAT6710	Scott's Automotive	03/02/2022	
	16708	Automotive Maintenance - Unit 0218 Timing Chain Replacement		1,396.61
	16710	Police Department Automotive Maintenance		846.38
	16746	PD Unit 1201 oil change, coolant, brake inspection		133.52
	16752	PD Automotive Maintenance unit 1909 oil change		86.63
	16755	PD Automotive Maintenance Unit 218 belt replacement		46.29
	16758	PD Automotive Maintenance unit 1501 oil change		86.63
	16763	Police Unit # 0134: Battery Replacement		295.86
	16781	Police Department Automotive Maintenance		87.14
	16788	Replace Brake pads/shoes unit #1201		280.24
	16790	Police Unit # 0219: Repair Passenger Window Wires		51.00
Total for Check Number 314038:				3,310.30
314039	SDSI0107	SDS Security Design Systems	03/02/2022	
	235758	Security System for Civic Center 3/1/22-3/31/22		65.18
	235759	Security System for Civic Center 3/1/22-3/31/22		217.46
	235760	Security System for Civic Center 3/1/22-3/31/22		113.00
	235761	Security System for Civic Center 3/1/22-3/31/22		30.00
Total for Check Number 314039:				425.64
314040	SCOT8300 IN2423412	So Cal Office Technologies Black and Color Ink Past Due (10/10/21 - 01/09/22) MS, PW, SC,	03/02/2022	4,907.93
Total for Check Number 314040:				4,907.93
314041	SUN8556 409060	Sun Badge Company Fire Dept Uniform Siltone Belt Buckle	03/02/2022	387.09
Total for Check Number 314041:				387.09
314042	SSSS8267	Super Soccer Stars	03/02/2022	
	7711	Super Soccer Stars 01/12/22-02/09/22 Wed 10:45-11:30 AM		71.50
	7712	Super Soccer Stars 01/12/22-02/09/22 Wed 2:10-2:55 PM		286.00
	7730	Super Soccer Stars 01/12/22-02/09/22 Wed 9:10-9:50		214.50
	7732	Super Soccer Stars 01/12/22-02/09/22 Wed10-1040AM		500.50
	7746	Super Soccer Stars 01/12/22-02/09/22 Wed 3:00-4:00 PM		357.50
	7747	Super Soccer Stars 01/12/22-02/09/22 Wed 4:05-5:05 PM		357.50
Total for Check Number 314042:				1,787.50
314043	TAHZ8267 7764	Jivan Tahmizian Class Instructor: Piano (01/08/22-02/26/22)	03/02/2022	754.00
Total for Check Number 314043:				754.00
314044	CSLTMINT 81300	The Counseling Team International Counseling Sessions on January 14-15, for critical indicent	03/02/2022	1,237.50
Total for Check Number 314044:				1,237.50
314045	LEBE8032	The Skateside, LLC	03/02/2022	
	7749	The Skateside Intermediate: 01/02/22-01/23/22 Sun 10:30-11:50 AM		174.30
	7752	The Skateside Beginner: 01/02/22-01/23/22 Sun 9:00-10:20 AM		871.50
	7769	The Skateside After School: 01/04/22-01/27/22 Tue & Thu 3-5PM		1,675.80

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 314045:	2,721.60
314046	TIM4011	Time Warner Cable	03/02/2022	
	0029763012722	Service at SP PD (01/16/22 - 02/15/22) AN 8448 20 899 0029763		360.58
	0052005012622	Service at 1414 (01/10/22 - 02/10/22) AN 844820 899 0052005		3,462.66
	0355990020222	Service at Garfiel (02/02/22 - 03/01/22) AN 8448 30 008 0355990		405.42
			Total for Check Number 314046:	4,228.66
314047	TAEV9224	Total Access Elevator Inc.	03/02/2022	
	74892	Elevator Preventative Maint. November 2021		400.01
	74892	Elevator Preventative Maint. November 2022		327.37
	74892	Elevator Preventative Maint. November 2021		327.37
	76115	Elevator Preventative Maint. December 2021		400.01
	76115	Elevator Preventative Maint. December 2021		327.37
	76115	Elevator Preventative Maint. December 2021		327.37
			Total for Check Number 314047:	2,109.50
314048	ALLTRATM 535	Allison Trautman Closed Water Account Refund	03/02/2022	
			Total for Check Number 314048:	96.00
314049	UCL6115 3013-73	UC Regents FD Education and Certification: February 2022	03/02/2022	
			Total for Check Number 314049:	2,215.02
314050	UND6710 120220700 dsb20210307	Underground Service Alert/SC Utility Underground Service Alert 2/1/22 CA Underground Facilities safe excavation board-Jan-Jun 2020 Fee	03/02/2022	
			Total for Check Number 314050:	421.47
314051	UPP7789 2/01-22 2/11-21 2/12-21 2022Q1	Upper San Gabriel Valley MWD Water Purchase from MWD January 2022 Water Purchase from MWD November 2021 Water Purchase from MWD December 2021 MWD Capacity Charge Fee-1st Quarter	03/02/2022	
			Total for Check Number 314051:	3,603.83
314052	VERW6711 9898560134	Verizon Wireless AN 642443919-0001 (01-02-22-02-01-22)	03/02/2022	
			Total for Check Number 314052:	586.65
314053	EDVL6010 2/6/2022	Edgar Villalobos Warwick Pl-Water Main Break 2/6/2022	03/02/2022	
			Total for Check Number 314053:	22.82
314054	WLHD8020 14302220 14302221 14302222 14302223 14302224 14302228 14302230	Westlake Hardware PWD Hardware Supplies-Sreets Division PWD Hardware Supplies-Facilities Division PWD Hardware Supplies-Facilities Division PWD Hardware Supplies-Facilities Division PWD Hardware Supplies-Facilities Division PWD Hardware Supplies-Facilities Division PWD Hardware Supplies-Water Division	03/02/2022	
			Total for Check Number 314054:	217.44
			Total for Check Number 314054:	338.35
			Total for Check Number 314054:	0.61
			Total for Check Number 314054:	3.03
			Total for Check Number 314054:	300.80
			Total for Check Number 314054:	117.37
			Total for Check Number 314054:	156.28

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	14302231	PWD Hardware Supplies-Failities Division		30.36
	14302234	PWD Hardware Supplies-Failities Division		44.08
	14302254	PWD Hardware Supplies-Parks Division		181.55
	14302256	PWD Hardware Supplies-Failities Division		98.46
	14302258	PWD Hardware Supplies-Failities Division		120.76
	14302259	PWD Hardware Supplies-Failities Division		235.60
	14302264	PWD Hardware Supplies-Failities Division		34.16
	14302265	PWD Hardware Supplies-Parks Division		220.06
	14302267	PWD Hardware Supplies-Failities Division		96.95
	14302268	PWD Hardware Supplies-Water Division		170.73
	14302268	PWD Hardware Supplies-Water Division		86.00
	14302270	PWD Hardware Supplies-Failities Division		34.14
	14302271	PWD Hardware Supplies-Failities Division		165.34
	14302274	PWD Hardware Supplies-Failities Division		74.93
	14302280	PWD Hardware Supplies-Parks Division		34.78
	14302290	PWD Hardware Supplies-Failities Division		85.42
	14302294	PWD Hardware Supplies-Failities Division		229.40
	14302298	PWD Hardware Supplies-Sreets Division		339.42
	14302304	Windshiled Wiper Blades Unit # 0219 & 1102		44.06
	70040795	PWD Hardware Supplies-Water Division		1,664.20
			Total for Check Number 314054:	5,124.28
314055	WHI6410	Whittier Fertilizer Co.	03/02/2022	
	378171	Parks Division Field Maintenance & Tools		39.62
	378171	Parks Division Field Maintenance & Tools		144.36
	378171	Parks Division Field Maintenance & Tools		180.84
			Total for Check Number 314055:	364.82
314056	PUFG8267	Pauline Wong	03/02/2022	
	7690	Class Instructor: International Line Dance 01/05/22-01/26/22 Wed		91.00
	7691	Class Instructor: International Line Dance 02/02/22-02/23/22 Wed		52.00
	7822	Class Instructor: Line Dance 01/06/22-01/27/22 THU		28.00
	7823	Class Instructor: Line Dance Walk In 01/06/22-01/27/22 THU		12.00
			Total for Check Number 314056:	183.00
314057	XRXF5010	Xerox Financial Services	03/02/2022	
	3052376	AN 010-0061587-003 (01/18/22 - 02/17/22)		162.35
			Total for Check Number 314057:	162.35
314058	PTZM4011	Patrick Zamora	03/02/2022	
	11/22/2021	Refund Training Class Expense for Officer Zamora: 11/22/21		32.26
			Total for Check Number 314058:	32.26
314059	MZLN8267	Maria Zeledon	03/02/2022	
	7728	Class Instructor: Spanish 12/07/21-02/22/22 Tue 3:00-3:50PM		1,137.50
	7729	Class Instructor: Spanish 12/07/21-02/22/22 Tue 4:00-4:50pm		650.00
			Total for Check Number 314059:	1,787.50
			Total for 3/2/2022:	598,342.66
			Report Total (112 checks):	598,342.66

ATTACHMENT 4
Supplemental ACH
Payments

City of
SOUTH PASADENA

Supplemental ACH Payment Log			
Date	Vendor	Amount	Description
2/10/2022	Pitney Bowes	\$2,000.00	Online Payment to re-load Funds into City's Postage Meter.
2/17/2022	AMAZON / SYNC	\$1,437.19	Online Payment for City's Amazon Expenses from 11/03/2021-12/15/2021.
Total:		\$3,437.19	

ATTACHMENT 5
Payroll Summary

Payroll

Payroll Summary Report



Payroll Date: 2/18/2022 Regular

Checks	\$	6,123.31
Direct Deposits	\$	444,099.19
IRS Payments	\$	86,836.32
EDD - State of CA	\$	24,204.46
PERS Pension	\$	-
Deferred Comp	\$	-
PERS Health	\$	-

Subtotal: \$ 561,263.28

Grand Total: \$ 561,263.28



City Council Agenda Report

ITEM NO. 8

DATE: March 2, 2022

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Ken Louie, Interim Finance Director
Albert Trinh, Finance Manager

SUBJECT: Monthly Investment Report for December 2021

Recommendation

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

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.

The City's investments held at Zions Bank have been stable compared to the prior month when the market value plus un-invested cash decreased by \$37,413. The Zions Bank un-invested cash balance of \$715,529 is due to the timing of re-investing bonds that mature or sold near the end of the month. The amount will be re-invested in the beginning of the next month.

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 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.

Attachment: City Investment Report for December 2021

ATTACHMENT 1
City Investment Reports for December 2021

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

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	0.212%	67.35%	35,042,121.88	35,042,121.88
SUBTOTAL			67.35%	35,042,121.88	35,042,121.88
ZIONS BANK					
Corporate Bonds	See Exhibit B-1	2.63%	9.67%	5,029,236.42	4,985,854.06
Government Agency Securities	See Exhibit B-1	0.00%	0.00%	0.00	0.00
US Treasury Notes & Bonds	See Exhibit B-1	1.15%	22.21%	11,555,718.73	11,548,015.69
US Obligations Variable	See Exhibit B-1	0.12%	0.77%	399,992.40	400,075.20
SUBTOTAL			32.65%	16,984,947.55	16,933,944.95
TOTAL INVESTMENTS			100.00%	\$52,027,069.43	\$51,976,066.83

BANK ACCOUNTS:

Bank of the West Account Balance:	\$5,083,649.37
Zions Bank Uninvested Cash Balance ¹ :	\$715,529.85
Zions Bank Unsettled Transactions ¹	-
BNY Mellon Uninvested Cash Balance ²	158,306.87

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>309</u> DAYS
Average weighted total yield to maturity of the portfolio	<u>0.651%</u>
Projected Expenditures for the next 6 months:	
Projected with Prior Year Same Period:	\$ 22,996,131
Projected with FY 2022 Adopted Budget:	\$ 29,986,130

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

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

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



Gary Pia, City Treasurer

02/14/2022

Date



Exhibit B-1

Statement of Account

December 1, 2021 Through December 31, 2021

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 December 1, 2021</i>	\$ 324,068.38	\$ -324,068.38
Receipts		
Sales	0.00	1,008,018.75
Interest	18,931.81	0.00
Dividends	1.11	0.00
Other Receipts	0.00	0.90
Collective Fund Earnings	0.00	0.00
Transfers	0.00	0.00
Total Receipts	18,932.92	1,008,019.65
Disbursements		
Purchases	0.00	-399,992.40
Fees	0.00	0.00
Other Disbursements	0.00	-1,507.27
Transfers	0.00	0.00
Total Disbursements	0.00	-401,499.67
Net Cash Management	0.00	-625,452.90
<i>Closing Balance December 31, 2021</i>	\$ 343,001.30	\$ -343,001.30

Portfolio Summary

December 31, 2021	Portfolio %	Market Value	Projected Income	Current Yield
Cash & Equivalents	4.05%	715,529.85	71.55	0.01%
Fixed Income	95.95%	16,933,944.95	264,313.00	1.56%
<i>Total Portfolio</i>	100.00 %	17,649,474.80	264,384.55	1.50%
<i>Accrued Income</i>		64,331.66		
<i>Total Market Value</i>		17,713,806.46		

Holdings

Shares / PV	Asset Description		Cost	Price	Market Est	Ann Inc	Yield	Acc Income	
<u>Money Market Funds - Taxable</u>									
715,529.85	Fidelity Gov Port III FCGXX		715,529.85	1.00	715,529.85	71.55	0.01%	1.28	
715,529.85	* * Sub Totals * *		715,529.85		715,529.85	71.55	0.01%	1.28	
<u>Corporate Bonds (30/360)</u>									
172,000	American Express Cr Corp	2.700%	03/03/2022	173,464.69	100.17	172,291.18	4,644.00	2.70%	1,517.73
170,000	Apple Inc	2.700%	05/13/2022	171,786.97	100.86	171,454.61	4,590.00	2.68%	602.60
170,000	Bristol-Myers Squibb Co	2.000%	08/01/2022	170,502.37	100.94	171,594.19	3,400.00	1.98%	1,415.08
167,000	Lockheed Martin Corp	3.100%	01/15/2023	173,677.68	101.83	170,056.98	5,177.00	3.04%	2,386.05
168,000	Bank of New York Mellon	2.950%	01/29/2023	166,503.12	102.21	171,717.44	4,956.00	2.89%	2,090.38
125,000	Amazon Com Inc	2.400%	02/22/2023	123,210.00	101.86	127,327.70	3,000.00	2.36%	1,072.63
163,000	General Dynamics Corp	3.375%	05/15/2023	164,599.95	103.33	168,434.87	5,501.25	3.27%	691.50
84,000	Cisco Systems Inc	2.200%	09/20/2023	81,882.36	102.49	86,089.21	1,848.00	2.15%	516.20
165,000	Deere John Capital Corp	3.650%	10/12/2023	169,418.28	104.94	173,158.30	6,022.50	3.48%	1,312.16
160,000	State Street Corp	3.700%	11/20/2023	171,652.92	105.23	168,365.44	5,920.00	3.52%	661.45
160,000	Caterpillar Finl Svcs	3.750%	11/24/2023	171,264.18	105.40	168,640.51	6,000.00	3.56%	603.35
203,000	Truist Finl Corp	3.750%	12/06/2023	212,010.71	105.12	213,401.35	7,612.50	3.57%	510.34
80,000	MetLife Inc	3.600%	04/10/2024	84,162.84	105.56	84,450.87	2,880.00	3.41%	643.58
163,000	Comcast Corp New	3.700%	04/15/2024	174,127.48	106.26	173,203.23	6,031.00	3.48%	1,263.48
166,000	Texas Instrs Inc	2.625%	05/15/2024	169,439.74	103.82	172,342.94	4,357.50	2.53%	547.73
84,000	Paccar Financial Corp	2.150%	08/15/2024	88,918.20	102.43	86,045.32	1,806.00	2.10%	681.03
206,000	Unitedhealth Group Inc	2.375%	08/15/2024	219,958.43	103.57	213,351.18	4,892.50	2.29%	1,844.94
84,000	United Parcel Svcs Inc	2.200%	09/01/2024	85,232.61	102.98	86,501.97	1,848.00	2.14%	614.28
172,000	Coca Cola Co	1.750%	09/06/2024	176,934.68	101.92	175,299.37	3,010.00	1.72%	958.49
211,000	PNC Finl Svcs Group Inc	2.200%	11/01/2024	215,979.57	102.71	216,718.67	4,642.00	2.14%	765.02
166,000	Pepsico Inc	2.250%	03/19/2025	177,664.82	103.37	171,596.04	3,735.00	2.18%	1,053.73
169,000	Target Corp	2.250%	04/15/2025	178,401.47	103.10	174,232.54	3,802.50	2.18%	796.61
173,000	US Bancorp	1.450%	05/12/2025	178,575.79	100.45	173,785.31	2,508.50	1.44%	336.34
280,000	JPMorgan CHASE & CO	3.900%	07/15/2025	308,506.80	108.25	303,102.70	10,920.00	3.60%	5,032.96

Holdings

Shares / PV	Asset Description		Cost	Price	Market Est	Ann Inc	Yield	Acc Income	
195,000	Bank Of America Corp	3.875%	08/01/2025	221,628.03	108.44	211,455.85	7,556.25	3.57%	3,144.92
158,000	Home Depot Inc	3.350%	09/15/2025	177,930.91	106.80	168,744.46	5,293.00	3.14%	1,552.42
87,000	Prudential Finl Inc	1.500%	03/10/2026	88,725.21	100.10	87,086.53	1,305.00	1.50%	400.98
178,000	Procter & Gamble Co	1.000%	04/23/2026	177,521.18	98.91	176,063.55	1,780.00	1.01%	333.13
178,000	Schwab Charles Corp	1.150%	05/13/2026	178,776.08	98.71	175,699.07	2,047.00	1.17%	268.74
165,000	Intel Corp	2.600%	05/19/2026	176,779.35	105.24	173,642.68	4,290.00	2.47%	491.31
4,822,000	** Sub Totals **			5,029,236.42		4,985,854.06	131,375.50	2.63%	34,109.16
	<u>U.S. Treasury Notes & Bonds</u>								
885,000	U S Treasury Notes	1.750%	07/15/2022	888,242.61	100.80	892,087.08	15,487.50	1.74%	7,112.47
828,000	US Treasury Nts	1.750%	01/31/2023	829,574.18	101.40	839,611.04	14,490.00	1.73%	6,024.38
956,000	US Treasury Note	1.375%	06/30/2023	956,287.01	101.19	967,389.78	13,145.00	1.36%	0.00
534,000	U S Treasury Notes	0.250%	09/30/2023	532,185.47	99.30	530,287.10	1,335.00	0.25%	337.42
755,000	U S Treasury Notes	2.875%	11/30/2023	781,535.95	104.11	785,996.53	21,706.25	2.76%	1,848.61
719,000	U.S. Treasury Notes	2.125%	03/31/2024	713,017.92	102.94	740,120.63	15,278.75	2.06%	3,861.66
1,020,000	US Treasury N/B	2.000%	04/30/2024	1,029,538.00	102.73	1,047,851.10	20,400.00	1.95%	3,437.57
980,000	U S Treasury Notes	0.625%	10/15/2024	976,592.54	99.21	972,266.82	6,125.00	0.63%	1,295.67
894,000	U S Treasury Notes	0.500%	03/31/2025	896,517.16	98.37	879,437.63	4,470.00	0.51%	1,129.78
850,000	U S Treasury Notes	0.250%	06/30/2025	834,328.55	97.19	826,093.75	2,125.00	0.26%	0.00
750,000	U S Treasury Notes	0.375%	11/30/2025	732,333.75	97.02	727,675.50	2,812.50	0.39%	239.53
772,000	United States Treas Nts	0.375%	01/31/2026	766,394.94	96.79	747,211.85	2,895.00	0.39%	1,203.63
725,000	U S Treasury Notes	0.750%	03/31/2026	721,912.95	98.15	711,604.18	5,437.50	0.76%	1,374.31
900,000	U S Treasury Notes	0.750%	08/31/2026	897,257.70	97.82	880,382.70	6,750.00	0.77%	2,274.86
11,568,000	** Sub Totals **			11,555,718.73		11,548,015.69	132,457.50	1.15%	30,139.89
	<u>U.S. Obligations Variable</u>								
400,000	U S Treasury Nts FRN 0.1	0.120%	10/31/2023	399,992.40	100.02	400,075.20	480.00	0.12%	81.33
400,000	** Sub Totals **			399,992.40		400,075.20	480.00	0.12%	81.33

Holdings

Shares / PV	Asset Description	Cost	Price	Market Est	Ann Inc	Yield	Acc Income
17,505,529.85	** Grand Totals **	17,700,477.40		17,649,474.80	264,384.55	1.50%	64,331.66

Cash Summary

<i>Principal Cash</i>	-343,001.30
<i>Income Cash</i>	343,001.30
<i>Invested Income</i>	0.00

Account Transactions

Date	Description	Income	Principal	Carrying Value
	<i>Starting Balances</i>	\$ 324,068.38	\$ -324,068.38	\$ 18,004,929.99
	<u>Interest</u>			
12/06/2021	Interest Truist Finl Corp 3.7500% 12/06/23	3,806.25		
12/07/2021	Purchase Accrued Interest U S Treasury Nts FRN 0.0850% 10/31/23	-33.26		
12/07/2021	Accrued Interest Received Federal Natl Mtg Assn 2.8750% 09/12/23	2,545.57		
12/15/2021	Call Bond - Interest Burlington Northn Santa Fe 3.0500% 03/15/2	655.75		
12/31/2021	Interest US Treasury Note 1.3750% 06/30/23	6,572.50		
12/31/2021	Interest United States Treas Nts 1.6250% 12/31/21	4,322.50		
12/31/2021	Interest U S Treasury Notes 0.2500% 06/30/25	1,062.50		
	Sub Total	18,931.81	0.00	0.00
	<u>Dividends</u>			
12/01/2021	Dividend Fidelity Gov Port III FCGXX Interest From 11/01/2021 To 11/30/2021	1.11		
	Sub Total	1.11	0.00	0.00
	<u>Buys</u>			
12/07/2021	Buy U S Treasury Nts FRN 0.0850% 10/31/23 400000 Par Val @ \$99.9981		-399,992.40	399,992.40
	Sub Total	0.00	-399,992.40	399,992.40
	<u>Sells</u>			
12/07/2021	Sell Federal Natl Mtg Assn 2.8750% 09/12/23 Sold 375000 Par Val @ \$104.005		390,018.75	-401,412.55

Account Transactions

Date	Description	Income	Principal	Carrying Value
12/15/2021	Cost Basis Removed \$379,434.75 Short Term Gain/Loss : \$-168.60 Long Term Gain/Loss : \$10,752.60 Call Bond Burlington Northn Santa Fe 3.0500% 03/15/2 Sold 86000 Par Val @ \$100.00 Cost Basis Removed \$87,215.02 Short Term Gain/Loss : \$-172.76 Long Term Gain/Loss : \$-1,042.26		86,000.00	-88,158.37
12/31/2021	Maturity United States Treas Nts 1.6250% 12/31/21 532000 PV @ \$ 100.00 Cost Basis Removed \$532,783.05 Short Term Gain/Loss : \$-204.49 Long Term Gain/Loss : \$-578.56		532,000.00	-539,878.84
	Sub Total	0.00	1,008,018.75	-1,029,449.76
	<u>Disbursements</u>			
12/09/2021	Cash Disbursement Miscellaneous Disbursement Paid To : Morgan Stanley & Co. LLC Per Sec 9 Custody Agmt Inv#10823021340 dtd 12-06-21 Acct#255-138705		-1,507.27	
	Sub Total	0.00	-1,507.27	0.00
	<u>Other/Miscellaneous</u>			
12/09/2021	Capital Gains Distribution - Short Term Fidelity Gov Port III FCGXX		0.90	
	Sub Total	0.00	0.90	0.00
	<u>Cash Management</u>			
12/01/2021	Sweep - Buy Fidelity Gov Port III FCGXX 1.11 Par Val @ \$1.00		-1.11	1.11
12/06/2021	Sweep - Buy Fidelity Gov Port III FCGXX 3806.25 Par Val @ \$1.00		-3,806.25	3,806.25

Account Transactions

Date	Description	Income	Principal	Carrying Value
12/07/2021	Sweep - Sell Fidelity Gov Port III FCGXX Sold 7461.34 Par Val @ \$1.00		7,461.34	-7,461.34
12/09/2021	Sweep - Sell Fidelity Gov Port III FCGXX Sold 1506.37 Par Val @ \$1.00		1,506.37	-1,506.37
12/15/2021	Sweep - Buy Fidelity Gov Port III FCGXX 86655.75 Par Val @ \$1.00		-86,655.75	86,655.75
12/31/2021	Sweep - Buy Fidelity Gov Port III FCGXX 543957.5 Par Val @ \$1.00		-543,957.50	543,957.50
	Sub Total	0.00	-625,452.90	625,452.90
	<i>Ending Balances</i>	\$ 343,001.30	\$ -343,001.30	\$ 18,000,925.53

**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
December 31, 2021**

2016 Water Revenue Bonds

Investment Type	Issuer	Settlement Date	Par Value	Coupon Rate	Market Value	Current YTM	Maturity Date	Days to Maturity	CUSIP Account Number
-----------------	--------	-----------------	-----------	-------------	--------------	-------------	---------------	------------------	----------------------

BNY Mellon Project Fund

1	Cash		0.46	0.010%	0.46	0.010%		1	
2	Morgan Stanley Treasury Portfolio		158,306.41	0.250%	158,291.81	0.250%		1	
Subtotal Cash & Cash Equivalents		0.41%	158,306.87	0.250%	158,292.27	0.250%		1	
Total Project Fund			158,306.87	0.250%	158,292.27	0.250%		1	

Exhibit C

**December 31, 2021
Investment Report**

Summary of Invested Funds -- Last Day of the Month

MONTH	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
JULY	14,003,563	17,332,153	20,958,651	26,306,572	28,541,631	74,033,803	33,187,829	34,119,395	39,309,559	47,220,730
AUGUST	13,043,563	17,330,985	12,658,088	26,294,151	28,405,544	73,122,925	31,258,493	34,245,197	35,205,219	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	
FEBRUARY	13,818,580	18,845,663	26,260,788	30,108,605	71,084,575	33,013,420	34,571,287	35,784,459	43,636,405	
MARCH	13,319,038	13,145,894	26,315,158	28,939,924	72,604,964	32,833,141	32,568,840	35,894,036	43,608,698	
APRIL	17,327,604	13,153,853	26,326,876	28,276,276	75,018,330	33,064,100	32,242,202	36,081,161	42,158,002	
MAY	19,327,983	23,452,878	26,310,240	28,429,928	76,053,277	32,879,674	36,925,478	34,133,626	42,180,215	
JUNE	19,323,510	22,452,628	29,289,712	26,594,581	75,918,587	33,102,349	38,922,757	34,218,755	42,164,581	



City Council Agenda Report

ITEM NO. 9

DATE: March 2, 2022

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Lucy Demirjian, Director of Management Services
Andrew L. Jared, City Attorney

SUBJECT: Adoption of a Resolution Authorizing Remote Teleconference Meetings of the Legislative Bodies of the City

Recommendation

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

Background

Beginning in March 2020, Governor Newsom issued a series of Executive Orders aimed at containing the novel coronavirus. Executive Orders—N-25-20, N-29-20, and N-35-20 (Brown Act Orders) waived requirements in the Brown Act expressly or impliedly requiring the physical presence of city councilmembers, staff, or the public at local agency meetings. Specifically, the orders:

- waived the requirement that local agencies provide notice of each teleconference location from which a member of the legislative body will be participating in a public meeting,
- waived the requirement that each teleconference location be accessible to the public,
- waived the requirement that members of the public be able to address the legislative body at each teleconference conference location,
- waived the requirement that local agencies post agendas at all teleconference locations, and,
- waived the requirement that at least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction.

On June 11, 2021, the Governor issued Executive Order N-08-21, to begin winding down some of the prior measures that were adopted to respond to COVID-19. Notably, N-08-21 rescinds the Brown Act Orders, effective September 30, 2021.

On March 18, 2020, pursuant to Government Code Section 8630(c), the South Pasadena City Council adopted Resolution No. 7646 declaring a local emergency,

restricting private and public gatherings, and establishing protections for residential and commercial tenants, among other things. The City has renewed the declaration of local emergency on May 5, 2020 (Resolution No. 7648), on June 17, 2020 (Resolution No. 7657), on August 5, 2020 (Resolution No. 7669), on August 19, 2020 (Resolution No. 7678), on October 21, 2020 (Resolution No. 7685), on December 16, 2020, (Resolution No. 7690), on February 17, 2021 (Resolution No. 7703), on April 7, 2021 (Resolution No. 7713), June 2, 2021 (Resolution No. 7721), July 21, 2021 (Resolution No. 7726), September 15, 2021 (Resolution No. 7732), November 3, 2021 (Resolution Nos. 7734 and 7739), December 1, 2021 (Resolution No. 7741), December 15, 2021 (Resolution No. 7743), January 12, 2022 (Resolution No. 7746), and on February 2, 2022, (Resolution No. 7749).

On September 16, Governor Newsom signed AB 361, which allows cities to continue to meet remotely during proclaimed states of emergency under modified Brown Act requirements that are similar but not identical to the rules and procedures established by the Brown Act Orders. Unlike the Brown Act Orders, AB 361 requires the City to make affirmative findings to take advantage of the more flexible teleconferencing standards.

AB 361 added Government Code section 54953, subdivision (e)(3), which states:

“If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference ... the legislative body shall, not later than 30 days after teleconferencing for the first time ... and every 30 days thereafter, make the following findings by majority vote:

- (A) The legislative body has reconsidered the circumstances of the state of emergency.
- (B) Any of the following circumstances exist:
 - (i) The state of emergency continues to directly impact the ability of the members to meet safely in person.
 - (ii) State or local officials continue to impose or recommend measures to promote social distancing.”

The attached resolution makes the necessary findings authorizing the City to use teleconferenced meetings for the next 30 days. The City will need to adopt a resolution finding a public need to host teleconferenced meetings at subsequent meetings if it desires to maintain fully remote or hybrid meetings.

The proposed actions to preserve life, property, and public order are consistent with California Government Code section 8634 and South Pasadena Municipal Code Chapter 11.

The City of South Pasadena is committed to keeping our community safe amidst the recent surges in COVID-19 cases. Since the June 15 reopening of everyday activities in the State of California, there has been a nationwide rise in new COVID-19 cases

because of the more contagious Delta and Omicron variants. The Los Angeles County Department of Public Health continues to track variant cases in Los Angeles County.

In light of the drastic increases in cases and resultant hospitalizations, and to lessen the severity of the Omicron and Delta variant surge in Los Angeles County and protect against overwhelming the health care delivery system, the Los Angeles County Public Health Officer issued a revised order on December 31, 2021, revising Isolation and Quarantine Requirements to mainly align with the State Public Health Officer's revised Guidance issued December 30, 2021.

On January 5, 2022, the Los Angeles County Public Health Officer issued latest revised order, Responding Together At Work and In the Community, Beyond the Blueprint for a Safer Economy, High Transmission- Encouraging COVID-19 Vaccination and Booster dose coverage with significant risk reduction measures, updating masking requirements for employers effective no later than January 17, 2022 and updating definitions for mega events effective January 15, 2022 in alignment with the State Public Health Officer's December 31, 2021 Order.

On January 10, 2022, the Los Angeles County Public Health Officer issued an updated order, Responding Together At Work and In the Community, revising the Isolation and Quarantine Requirements to align with the State Public Health Officer's revised Guidance for Local Health Jurisdictions on Isolation and Quarantine of the General Public, released on January 8, 2022.

On February 7, 2022, State Public Health Leaders modified Omicron surge policies as Covid-19 conditions continued to improve across California, including definitions for indoor and outdoor mega events to return to pre-surge guidance after February 15, and indoor masking requirement to expire after February 15 reverting to the previous guidance which requires masking for unvaccinated individuals in all indoor public settings and required masking for all individuals regardless of vaccination status in higher risk settings like public transit and congregate living. Workplaces will continue to follow the COVID-19 prevention standards set by CalOSHA.

On February 15, 2022, the Los Angeles County Public Health Officer issued an updated order, Responding Together At Work and In the Community, Beyond the Blueprint for a Safer Economy, Post Winter Surge, High Transmission – Encouraging Covid-19 Vaccination and Booster Dose Coverage with Risk Reduction Measures, revising certain protective measures as a result of the County's community transmission rate moving steadily downward based on federal CDC indicators. Although beginning February 16, 2022, the State Public Health Officer recommends that fully vaccinated individuals to continue indoor masking and continues to require masking indoors for unvaccinated individuals in indoor public settings and businesses, this Order continues to require indoor masking regardless of vaccination status.

As recently as February 23, 2022, in light of decreasing case and test positivity rates and hospitalizations, the Los Angeles County Public Health Officer issued an updated order, Responding Together At Work and In the Community, Beyond the Blueprint for a Safer Economy, Post Winter Surge, High Transmission – Encouraging Covid-19 Vaccination and Booster Dose Coverage with Risk Reduction Measures, creating elective criteria for establishments, businesses, and venues to voluntarily implement to exempt indoor masking requirements effective February 25, 2022. This is an interim step until the County reaches a Moderate rate of community transmission.

Analysis

For the past few weeks, COVID-19 cases in Los Angeles County have surged with the highly transmissible Omicron variant of the virus. The City has implemented several precautionary measures to ensure the health and safety of the community, including a return to fully virtual meetings of legislative bodies during the months of January and February.

City facilities are open and municipal services are available to residents and businesses. Appointments are highly encouraged and online services are available to continue to provide services to the community. In-person events have been cancelled or postponed to prevent the spread of the virus.

On March 12, 2020, Governor Gavin Newsom signed Executive Order N-25-20 giving state and local public health officials the authority to issue guidance limiting or recommending limitations upon attendance at public assemblies, conferences or other mass events. In response to the COVID-19 statewide emergency, the South Pasadena City Council adopted Resolution No. 7646 declaring a local emergency on March 18, 2020.

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

On September 16, 2021, Governor Newsom signed Assembly Bill 361 (AB 361) which amends the Ralph M. Brown Act to allow meetings of legislative bodies to be conducted via teleconference under certain conditions.

AB 361 allows a local agency legislative body to hold a meeting utilizing teleconferencing without complying with the Brown Act's standard teleconferencing requirements if the Governor has proclaimed a State of Emergency and any of the following circumstances are present:

- State or local officials have imposed or recommended measures to promote social distancing.

- The meeting is being held for the purposes of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
- The legislative body has determined by majority vote that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

If those circumstances are met and the City passes a resolution authorizing holding meetings by teleconference, then the City may hold meetings by teleconference if they comply with the following standards:

- Notice of the meeting must be given as required by the Brown Act.
- The agenda must state how members of the public can access the meeting and offer public comment, including attendance by call-in option and/or internet-based service option. If the meeting broadcast or access to participation is disrupted (e.g., by technology issues), the City cannot take further action on agenda items until public access to the meeting is restored.
- The City cannot require public comments be submitted in advance of the meeting, but instead must provide an opportunity for real-time participation by members of the public. The City can encourage public comment be submitted before meetings.
- If the City provides a timed public comment period for each agenda item (i.e., 20 minutes per item), it cannot close public comment until that time period has concluded. If the City does not provide a timed public comment period for each agenda item, then it must allow a reasonable amount of time for members of the public to participate.

Fiscal Impact

With the State declaration of a health emergency, local COVID-19 response efforts may be eligible for state or federal reimbursement. The costs of responding to COVID-19 are unknown at this time due to evolving conditions but are being tracked by staff. The costs of conducting teleconference meetings have been factored into the City's budget.

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.

Attachment: City Council Resolution

ATTACHMENT

City Council Resolution

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

**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 MARCH 3, 2022 THROUGH APRIL 2, 2022,
PURSUANT TO BROWN ACT PROVISIONS**

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

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

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

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

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

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

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a state of emergency to exist in California as a result of COVID; and

WHEREAS, on March 4, 2020, the Chair of the Los Angeles County Board of Supervisors and the Los Angeles County Health Officer declared a local emergency and a local health emergency, respectively, as a result of COVID-19; and

WHEREAS, on March 18, 2020, the South Pasadena City Council adopted Resolution No. 7646 declaring a local emergency, restricting private and public gatherings, and establishing protections for residential and commercial tenants, among other things; and the South Pasadena City Council has renewed the declaration of local

emergency on May 6, 2020 (Resolution No. 7648), June 17, 2020 (Resolution No. 7657), August 5, 2020 (Resolution No. 7669), August 19, 2020 (Resolution No. 7678), October 21, 2020 (Resolution No. 7685), December 16, 2020 (Resolution No. 7690), February 17, 2021 (Resolution No. 7703), April 7, 2021 (Resolution No. 7713), June 2, 2021 (Resolution No. 7721), July 21, 2021 (Resolution No. 7726), September 15, 2021 (Resolution No. 7732), November 3, 2021 (Resolution Nos. 7734 and 7739), December 1, 2021 (Resolution No. 7741), December 15, 2021 (Resolution No. 7743), January 12, 2022 (Resolution No. 7746) and February 2, 2022 (Resolution No.7749); and

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

WHEREAS, on December 31, 2021, in light of the drastic increases in cases and resultant hospitalizations, and to lessen the severity of the Omicron and Delta variant surge in Los Angeles County and protect against overwhelming the health care delivery system, the Los Angeles County Public Health Officer issued a revised order revising Isolation and Quarantine Requirements to mainly align with the State Public Health Officer's revised Guidance.

WHEREAS, on January 5, 2022, the Los Angeles County Public Health Officer issued a revised order, Responding Together At Work and In the Community, Beyond the Blueprint for a Safer Economy, High Transmission- Encouraging COVID-19 Vaccination and Booster dose coverage with significant risk reduction measures, updating masking requirements for employers effective no later than January 17, 2022 and updating definitions for mega events effective January 15, 2022 in alignment with the State Public Health Officer's December 31, 2021 Order.

WHEREAS, on January 10, 2022, the Los Angeles County Public Health Officer issued an updated order, Responding Together At Work and In the Community, revising the Isolation and Quarantine Requirements to align with the State Public Health Officer's revised Guidance for Local Health Jurisdictions on Isolation and Quarantine of the General Public, released on January 8, 2022.

WHEREAS, on February 7, 2022, State Public Health Leaders modified Omicron surge policies as Covid-19 conditions continued to improve across California, including definitions for indoor and outdoor mega events and indoor masking requirement to return to pre-surge guidance after February 15; and

WHEREAS, February 15, 2022, the Los Angeles County Public Health Officer issued and updated order, Responding Together At Work and In the Community, Beyond the Blueprint for a Safer Economy, Post Winter Surge, High Transmission – Encouraging Covid-19 Vaccination and Booster Dose Coverage with Risk Reduction Measures, revising certain protective measures as a result of the County's community transmission rate moving steadily downward based on federal CDC indicators.

WHEREAS, As recently as February 23, 2022, in light of decreasing case and test positivity rates and hospitalizations, the Los Angeles County Public Health Officer issued

an updated order, Responding Together At Work and In the Community, Beyond the Blueprint for a Safer Economy, Post Winter Surge, High Transmission – Encouraging Covid-19 Vaccination and Booster Dose Coverage with Risk Reduction Measures, creating elective criteria for establishments, businesses, and venues to voluntarily implement to exempt indoor masking requirements effective February 25, 2022. This is an interim step until the County reaches a Moderate rate of community transmission.

WHEREAS, the City previously adopted Resolution No. 7734 finding that the requisite conditions exist for the City of South Pasadena to conduct teleconference meetings under California Government Code section 54953(e); and

WHEREAS, Government Code section 54953(e)(3) requires the legislative body adopt certain findings by majority vote within 30 days of holding a meeting by teleconference under Government Code section 54953(e), and then adopt such findings every 30 days thereafter; and

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

WHEREAS, the City of South Pasadena desires to continue to have the ability to hold its public meetings by teleconference consistent with Government Code section 54953(e).

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

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

SECTION 2. Proclamation. The City Council does hereby find:

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

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

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

SECTION 3. Remote Teleconference Meetings. The City Manager and legislative bodies of the City of South Pasadena are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act. Furthermore, City Manager and staff are directed to return to the City Council no later than thirty (30) days after the adoption of this resolution for the City Council to consider whether to again make the findings required to meet under the modified teleconference procedures of AB 361.

SECTION 4. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of April 3, 2022, or such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City of South Pasadena may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED, APPROVED AND ADOPTED on this 2nd day of March, 2022.

Michael A. Cacciotti, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Muñoz, Deputy City Clerk

Andrew L. Jared, City Attorney



City Council Agenda Report

ITEM NO. 10

DATE: March 2, 2022
FROM: Arminé Chaparyan, City Manager *AC*
PREPARED BY: Lucy Demirjian, Management Services Director
SUBJECT: Adoption of a Resolution Updating the City's Conflict of Interest Code

Recommendation

It is recommended that the City Council adopt a resolution amending the City's Conflict of Interest Code to incorporate updated positions that are required to file Fair Political Practices Commission (FPPC) Form 700 Statement of Economic Interest.

Background

California Government Code Sections 87306 and 87306.5 state the Conflict of Interest Code must be reviewed every two years and amended when circumstances change, such as when new positions are created or duties of existing positions change. The code must be consistent with the minimum requirements of the Political Reform Act. As a result of the current review, staff is recommending that the current list of designated positions be amended to incorporate the updated positions that are required to file Fair Political Practices Commission (FPPC) Form 700 Statement of Economic Interest.

Analysis

The Political Reform Act (California Government Code 81000) controls conflicts of interest of public officials through disclosure of financial interest and prohibitions on participation in the making of decisions in which the official knows or has reason to know he or she has financial interest. Pursuant to California Government Code 87306, each City is required to have a Conflict of Interest Code, review its code biennially, and make amendments, if necessary. The City is required to designate employees who must disclose certain investments, income, interests in real property, and business positions, and who must disqualify themselves from making or participating in the making of governmental decisions affecting those interests.

The proposed amendments are only to the list of designated positions that have either been added, deleted, or modified.

Fiscal Impact

There is no fiscal impact associated with the biennial review and update of the City's Conflict of Interest Code.

Adoption of a Resolution Updating the City's Conflict of Interest Code

March 2, 2022

Page 2 of 2

Next Steps

Notify staff whose positions have been added, deleted, or modified from the updated list of designated positions.

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.

Attachment:

1. Resolution with "Exhibit A" Proposed Amended Conflict of Interest Code
2. Redline changes of designated positions adopted by Resolution 7679

ATTACHMENT 1

Resolution with "Exhibit A" Proposed Amended Conflict of Interest Code

RESOLUTION NO. XXXX

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
AMENDING THE CITY'S CONFLICT OF INTEREST CODE
AND RESCINDING RESOLUTION NO. 7679**

WHEREAS, the Political Reform Act (Government Code Section 81000 et seq.) requires all public agencies to adopt and promulgate a Conflict of Interest Code (Code); and

WHEREAS, the City Council previously amended its Code by adopting Resolution No. 7679 on September 16, 2020, as set forth in Section 18730 of the California Code of Regulations; and

WHEREAS, the Political Reform Act requires that the City Council review its Code biennially to determine whether amendments are required; and

WHEREAS, a staff level review of City's Code reveals that amendments may be necessary to the Disclosure Categories as well as the List of Designated Positions; and

WHEREAS, a public meeting was held upon the proposed amended Code at a regular meeting of the City Council on March 2, 2022, at which all present were given the opportunity to be heard on the proposed amended Code.

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 does hereby adopt the proposed amended Conflict of Interest Code, a copy of which is attached hereto as "Exhibit A".

SECTION 2. Resolution Nos. 7679 is hereby rescinded.

SECTION 3. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this 2nd day of March, 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

Michael A. Cacciotti, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Muñoz
Deputy City Clerk

Andrew L. Jared, City Attorney

“EXHIBIT A”
CONFLICT OF INTEREST CODE OF THE
CITY OF SOUTH PASADENA, CALIFORNIA
(Amended March 2, 2022)

The Political Reform Act (Government Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted regulation (2 California Code of Regulations Section 18730), which contains the terms of a standard Conflict of Interest Code, which can be incorporated by reference in an agency’s code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices, designating positions and establishing disclosure categories, shall constitute the Conflict of Interest Code of the City of South Pasadena.

Individuals holding designated positions shall file their statements of economic interests with the Chief City Clerk who will make the statements available for public inspection and reproduction (Government Code § 81008) during regular business hours, at 1414 Mission Street, South Pasadena, CA 91030.

The City’s Code does not establish any disclosure obligation for Members of the City Council and Planning Commission, City Treasurer, City Manager, and City Attorney, as Government Code Section 87200 et seq., requires disclosure for those positions as a matter of state law. An official who holds a position specified in Government Code Section 87200 is not required to file statements under this Code for any agency that has the same or a smaller jurisdiction.

**CONFLICT OF INTEREST CODE
CITY OF SOUTH PASADENA, CALIFORNIA**

**APPENDIX A
DISCLOSURE CATEGORIES
(Amended March 2, 2022)**

CATEGORY 1 (Full Disclosure)

Must disclose all investments, business positions in business entities, and sources of income (including gifts, loans, and travel payments); and all interests in real property located in or within two miles of the jurisdiction of the City.

CATEGORY 2 (Disclosure Related to Procurement, Real Property)

Must disclose all investments, business positions in business entities, sources of income (including gifts, loans, and travel payments) if the source is of a type which provides, manufactures, or supplies goods, materials, equipment, machinery, or services (including training or consulting services) of the type utilized by the department in which the person is employed; and all interests in real property located in or within two miles of the jurisdiction of the City.

CATEGORY 3 (Disclosure Related to Procurement)

Must disclose all investments, business positions in business entities, and sources of income (including gifts, loans, and travel payments) if the source is of a type which provides, manufactures, or supplies goods, materials, equipment, machinery, or services (including training or consulting services) of the type utilized by the department in which the person is employed.

CATEGORY 4 (Disclosure Related to Regulatory/Licenses/Permits, Real Property)

Must disclose all investments, business positions in business entities, sources of income (including gifts, loans, and travel payments) if the source is of a type that is subject to the regulatory, permit, or licensing authority of the City; and all interests in real property located in or within two miles of the jurisdiction of the City.

CONSULTANTS

Those consultants that will make, participate in the making, or act in a staff capacity for governmental decisions shall file statements of economic interests and such disclosure requirements shall conform to the range of duties. The City Manager shall make such determinations in writing to be filed with and retained in the same manner as the City's Conflict of Interest Code.

**CONFLICT OF INTEREST CODE
CITY OF SOUTH PASADENA, CALIFORNIA
APPENDIX B
LIST OF DESIGNATED POSITIONS**

DESIGNATED POSITIONS**DISCLOSURE CATEGORY**Government Code Section 87200 Filers

City Attorney	Govt. Code §87200
City Manager	Govt. Code §87200
City Treasurer	Govt. Code §87200
Members of the City Council	Govt. Code §87200
Members of the Planning Commission	Govt. Code §87200

Boards/Commissions/Committees

Members of the Cultural Heritage Commission	4
Members of the Design Review Board	4
Members of the Finance Commission	1
Members of the Library Board of Trustees	2
Members of the Public Works Commission	2
Members of Natural Resources and Environmental Commission	2
Members of Public Art Commission	2

City Manager's Office

Deputy City Manager	1
Assistant to the City Manager	1
Management Analyst	2

Community Development Department

Community Development Director	1
Deputy Community Development Director	1
Planning Manager	1
Associate Planner	4
Community Improvement Coordinator	4
Film Liaison	4
Planning Interns	4
Building Inspector	4
Building Official	4
Building Supervisor	4
Permit Technician	4

Community Services Department

Community Services Director	1
Community Services Deputy Director	1
Community Services Supervisor	3

DESIGNATED POSITIONS

DISCLOSURE CATEGORY

Finance Department

Finance Director	1
Accounting Manager	3
Finance Manager	3

Fire Department

Fire Chief	1
Fire Division Chief	1

Library Services Department

Director of Library, Arts, and Culture	1
Library Support Services Manager	3
Library Public Services Manager	3
Administrative Secretary	3

Management Services Department

Management Services Director	1
Human Resources Manager	1
Chief City Clerk	1
Senior Management Analyst	2
Deputy City Clerk	3

Police Department

Police Chief	1
Deputy Police Chief	1
Police Captain	3
Police Lieutenant	3

Public Works Department

Public Works Director	1
Deputy Director of Public Works	1
Public Works Operations Manager	2
Water Operations Manager	2
Environmental Services & Sustainability Manager	2
Facilities Supervisor	3
Associate Civil Engineer	3
Street & Sewer Supervisor	3
Parks Supervisor	3
Plan Check Services and Construction Management	3
Transportation Project Management	3

ATTACHMENT 2

Redline changes of designated positions adopted by Resolution 7679

As adopted September 16, 2020
RESOLUTION NO. 7679

CONFLICT OF INTEREST CODE
CITY OF SOUTH PASADENA, CALIFORNIA

APPENDIX B
LIST OF DESIGNATED POSITIONS

<u>DESIGNATED POSITIONS</u>	<u>DISCLOSURE CATEGORY</u>
<u>Government Code Section 87200 Filers</u>	
City Attorney	Govt. Code §87200
City Manager	Govt. Code §87200
City Treasurer	Govt. Code §87200
Members of the City Council	Govt. Code §87200
Members of the Planning Commission	Govt. Code §87200
 <u>Boards/Commissions/Committees</u>	
Members of the Cultural Heritage Commission	4
Members of the Design Review Board	4
Members of the Finance Commission	1
Members of the Library Board of Trustees	2
Members of the Public Works Commission	2
Members of Natural Resources and Environmental Commission	2
Members of Public Art Commission	2
 <u>City Manager's Office</u>	
Assistant-Deputy City Manager	1
Assistant to the City Manager	1
Management Analyst	<u>23</u>
 <u>Management Services Department</u>	
Management Services Director	<u>1</u>
Chief City Clerk	3
City Clerk	<u>1</u>
Deputy City Clerk	3
Executive Assistant	<u>3</u>
Human Resources <u>& Risk</u> Manager	<u>32</u>
Principal-Senior Management Analyst	<u>23</u>

<u>Community Services Department</u>	
Community Services Director	1
Deputy Community Services Director	1
Community Services Supervisor	3
<u>Fire Department</u>	
Deputy Fire Chief	1
Fire Chief	1
Fire Division Chief	1
<u>Finance Department</u>	
Finance Director	1
Accounting Manager	3
Finance Manager	3
<u>Library Services Department</u>	
Assistant Library Director	1
Administrative Secretary	3
Director of Library, Arts, and Culture	1
Library Support Services Manager	3
Library Public Services Manager	3
<u>Planning and Building Community Development Department</u>	
Planning Interns	4
Associate Planner	4
Building Inspector	4
Building Official	4
Building Supervisor	4
Community Improvement Coordinator	4
Film Liaison	4
Planning and Building Community Development Director	1
Deputy Community Development Director	1
Planning Manager	1
Principal Management Analyst (Current Planning)	1
Principal Management Analyst (Long Range Planning)	1
Permit Technician	4
<u>Police Department</u>	
Police Captain	3
Police Chief	1
Police Lieutenant	3
Deputy Police Chief	1

<u>Public Works Department</u>	
Deputy Director of Public Works	1
Facilities Supervisor	3
Public Works Director	1
<u>Environmental Services & Sustainability Manager</u>	<u>2</u>
Public Works Operations Manager	2
Water Operations Manager	2
Associate Civil Engineer	3
Street & Sewer Supervisor	3
Parks Supervisor	3
Plan Check Services and Construction Management	3
Transportation Project Management	3



City Council Agenda Report

ITEM NO. 11

DATE: March 2, 2022

FROM: Arminé Chaparyan, City Manager *Ac*

PREPARED BY: Cathy Billings, Library Director
Olivia Radbill, Adult Services/Local History Librarian

SUBJECT: **Authorize the Acceptance of a Grant Award from the California State Library in the Amount of \$12,201, Execute an Award Agreement and Certification of Compliance, increase the Miscellaneous Revenue account by \$12,201, and Appropriate Funds for Personnel and Equipment**

Recommendation

It is recommended that the City Council:

1. Authorize the acceptance of a Grant Award from the California State Library in the amount of \$12,201 for the California State Library Memory Lab Program;
2. Execute an Award Agreement and Certification of Compliance for the City to participate in the California State Library Memory Lab Program;
3. Deposit \$12,201 to General Fund Miscellaneous Revenue (101-0000-0000-5071); and
4. Appropriate \$12,201 from General Fund Reserves to Library Part-time Salaries (101-8010-8011-7010) in the amount of \$2,000 for a limited term library intern and Special Department Expenses (101-8010-8011-8020) in the amount of \$10,201 for equipment.

Background

In November 2021, the Library applied for a grant to participate in the California State Library Memory Lab Program. The Memory Lab Program provides funding for libraries to acquire equipment for a "Memory Lab", which makes personal analog and digital archiving available to library patrons. On December 29, 2021, the California State Library awarded \$12,201 to the City for the implementation of a mobile Memory Lab.

Analysis

The City was awarded \$12,201 from the California State Library to implement a mobile Memory Lab. The program will give residents the opportunity to convert their old photographs, slides, videos and other analog records into accessible digital formats. The grant funds the purchase of digitization equipment, such as an archival-quality photo scanner, a Super 8 film scanner, and a VHS converter, as well as a stipend for a

library intern who will help implement the program. The initial launch of the Memory Lab will be in partnership with the South Pasadena Senior Center in the Spring of 2022.

Execution of the Award Agreement and Certification of Compliance will allow city staff to plan and host successful mobile Memory Lab events. The purpose of the Award Agreement and Certification of Compliance is to formalize the conditions of the grant award and the California State Library Memory Lab program.

Fiscal Impact

This project is funded through the California State Library in the amount of \$12,201. The grant revenue will offset any new additional costs. Funds in the amount of \$2,000 will be used to pay a library intern to assist with program execution and the remaining \$10,201 will be used to purchase equipment and supplies. The in-kind cost to the City is \$9,021, which primarily consists of the Adult Services/Local History Librarian's time. The current hourly rate for the Adult Services/Local History Librarian is \$33.71/hr. The estimated number of hours that the Adult Services/Local History Librarian will dedicate to this project is an average of 7.5 hours/week. This equals 262.5 total hours over the 9-month grant period, or \$8,849. The City will also purchase \$172 in project supplies for basic archival cleaning tools. In future years, should equipment need to be replaced or repaired, those expenses would be paid from the Library's regular budget.

Next Steps

1. Execute the Award Agreement and Certification of Compliance for the City to Participate in the California State Library Memory Lab Program.
2. Deposit the grant award to the Miscellaneous Revenue account and appropriate funds to purchase equipment, materials, and to pay an intern.
3. Establish program policies and procedures, and schedule initial mobile Memory Lab events.

Commission Review and Recommendation

This matter was discussed by the Library Board of Trustees on January 13, 2022. The Board supports the Library's implementation of the Memory Lab Program.

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. California State Library Award Letter
2. Library Services and Technology Act (LSTA) Award Agreement and Certification of Compliance

ATTACHMENT 1
California State Library Award Letter



December 30, 2021

Cathy Billings, Library Director
City of South Pasadena
1100 Oxley Street
South Pasadena, CA 91030

Dear Mrs. Billings:

We are pleased to approve the grant application for the Memory Lab: City of South Pasadena project for a total of \$12,201 in federal Library Services and Technology Act (LSTA) funds.

Hard copies of this correspondence will not follow. Keep the entirety of this correspondence for your files and consider these award materials your original documents. Please refer to the Grant Guide located on the California State Library's [Manage Your Current Grant](https://www.library.ca.gov/grants/manage/) webpage (<https://www.library.ca.gov/grants/manage/>) for more information and review the following:

LSTA Funds

Processing of grant payments may take from eight to ten weeks before delivery. If you have not received payment ten weeks after submitting your claim form to the State Library's Fiscal Department, please contact your Grant Monitor.

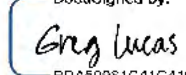
Project Support

There are two people assigned to your project. The first is your Grant Monitor. Contact them regarding compliance and reporting. The Grant Monitor assigned to your project is Michelle Killian and can be reached via email at michelle.killian@library.ca.gov. You are also assigned a Project Advisor for ongoing programmatic support. The Project Advisor assigned to your project is Robert Karatsu and can be reached via email at karatsu@plpinfo.org.

Please stay in touch with your Grant Monitor and Project Advisor throughout the award period. Read the enclosed award packet thoroughly and contact your Grant Monitor if you have any questions.

Best wishes for a successful project.

Respectfully yours,

DocuSigned by:

BDA50961C41C41E...

Greg Lucas
California State Librarian

cc: Olivia Radbill oradbill@southpasadenaca.gov
Olivia Radbill oradbill@southpasadenaca.gov
Robert Karatsu karatsu@plpinfo.org
Michelle Killian michelle.killian@library.ca.gov
Nicole Bravin nicole.bravin@library.ca.gov
Angie Shannon angie.shannon@library.ca.gov
Reed Strege reed.strege@library.ca.gov
Natalie Cole natalie.cole@library.ca.gov

In Process



THE BASICS – YOUR LSTA GRANT AWARD

The following provides all of the basic information about your grant and managing your grant.

Award #:	40-9266
File #:	CC-05
IMLS #:	LS-249951-OLS-21
ORGANIZATION:	City of South Pasadena
Project Title:	Memory Lab: City of South Pasadena
Award Amount:	\$12,201

2021/2022 LSTA APPROVED BUDGET

Salaries/Wages/Benefits	\$2,000
Consultant Fees	\$
Travel	\$
Supplies/Materials	\$10,201
Equipment (\$5,000 or more per unit)	\$
Services	\$
Project Total	\$12,201
Indirect Cost	\$
Grant Total	\$12,201
Payment Schedule	IN FULL

Start Date:	12/30/2021
End Date:	8/31/2022
<p>This project will be officially closed as of the end date listed above and no new expenditures may be generated, nor may any additional funded project activities occur. Unexpended or unencumbered funds must be returned within 30 days of the end date. However, if funds were encumbered prior to the end date, this project is allowed 45 days to liquidate those encumbrances. Any funds not liquidated are to be returned with the liquidation report within 60 days of the end date.</p>	

REPORTING

Financial and program narrative reports are required. All required reporting materials, as well as the Grant Guide, will be located on the California State Library's [Manage Your Current Grant](https://www.library.ca.gov/grants/manage/) webpage (<https://www.library.ca.gov/grants/manage/>). The Grant Guide for this project will list specific reporting due dates. Failure to provide timely reports is a serious breach of a grant recipient's administrative duty under the grant program, which may result in federal audit exceptions against the state and the loss of LSTA funds.

PAYMENTS

Please note this clarification regarding payments. If your full grant amount is more than \$20,000, ten percent (10%) of the grant award is withheld until the end of the project period. It is payable only if the grant recipient fulfills all project reporting requirements and expends all funds, or returns all unspent grant funds, by the time specified in the grant program.

ATTACHMENT 2

Library Services and Technology Act (LSTA) Award
Agreement and Certification of Compliance



LIBRARY SERVICES AND TECHNOLOGY ACT (LSTA)
**AWARD AGREEMENT AND
CERTIFICATION OF COMPLIANCE**



TABLE OF CONTENTS

PROJECT SUMMARY

PROCEDURES and REQUIREMENTS

A.Term of the Agreement

B.Scope of Work

C. Spending Funds

D.Narrative and Financial Reports

E.Claim Form and Payment

EXHIBIT A: TERMS AND CONDITIONS

EXHIBIT B: FEDERAL RESTRICTIONS ON THE USE OF LSTA FUNDS

EXHIBIT C: LSTA AWARD REQUIREMENTS

A.CIPA Compliance

B.Contracting Guidance

C.Language Access Services

EXHIBIT D: CERTIFICATION OF COMPLIANCE FORM

Certification

Authorized Representative Signature



PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE CALIFORNIA STATE LIBRARY and City of South Pasadena for the Memory Lab: City of South Pasadena AWARD AGREEMENT NUMBER 40-9266

This Award Agreement ("Agreement") is entered into on December 30, 2021 by and between the California State Library ("State Library") and City of South Pasadena, ("Subrecipient").

This Award Agreement pertains to City of South Pasadena's LSTA-funded Memory Lab: City of South Pasadena project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Subrecipient was selected by the State Library to receive LSTA award funds in the amount of \$12,201 through the process adopted by the State Library in administering such grants.

The State Library and the Subrecipient, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:



PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Award term begins on the date of execution of the Agreement by both parties, until September 30, 2022. If completion of the project occurs prior to the end of the award period, this will be the end date of the term of this agreement. Award eligible program expenditures may begin no earlier than the start date of the project period. The project period ends on August 31, 2022 and all eligible program costs must be incurred by this date.

B. Scope of Work

1. Subrecipient agrees to perform all activities specifically identified in the Subrecipient's application and submitted to the State Library in response to LSTA CopyCat Award opportunity.
2. The following activities and deliverables to be performed by the Subrecipient include, but are not limited to the following:
 - Maintain and keep records of expenditures related to the grant that are consistent with the Generally Accepted Accounting Principles (GAAP).
 - Make financial records available to the State Library upon request.
 - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
 - Prepare and submit required narrative and financial reports.
 - Procure equipment, and other supplies as needed for the project.
 - Issue contracts for services, personnel, and consultants.
 - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
 - Oversee the implementation of project activities.

C. Spending Funds

1. There are federal restrictions for how LSTA funding can and cannot be spent. Please be sure to review the [Restrictions on the Use of LSTA Grant Funds](#), also detailed in Exhibit B of this agreement, to ensure that LSTA funds are used appropriately. Unallowable costs may not be counted toward a project's match or in-kind contribution.

D. Narrative and Financial Reports

1. The Subrecipient shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.
2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Subrecipient of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Subrecipient under the Agreement, and may be incorporated into the same reporting structure as the narrative reports.
3. The reports shall be submitted by the following dates:

Reporting Period	Report	Due Date
July - September	1 st Quarter Financial Report Due	N/A
October - December	2 nd Quarter Financial Report Due and Mid Project Program Narrative Report Due	May 31, 2022
January - March	3 rd Quarter Financial Report Due	N/A
April - Project End Date	Final Financial Report, Expenditure Detail Report and Final Program Narrative Report Due	Upon completion of the project but no later than September 30, 2022
60 Days from Project End Date (if end date is extended see extension letter for new dates)	Liquidation Financial Report Due (Only required if encumbered funds have not been spent by project end date)	October 31, 2022

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Subrecipient of claims for costs incurred that might otherwise have been eligible for grant funding.
5. The Subrecipient agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a

minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.

E. Claim Form and Payment

1. The California State Library shall provide the Subrecipient payment as outlined in the payment schedule, and only for those activities and costs specified in the approved award application.
2. The Subrecipient shall complete, sign, and submit the Certification of Compliance form (Exhibit D) and the Financial Claim form (included in your award packet) to the California State Library within 14 days of receiving the award packet. These forms will be issued, signed and submitted using the online signature and agreement platform, DocuSign.
3. Any of the sums listed as approved and/or amended appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Subrecipient under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Subrecipient, the Subrecipient shall immediately refund the excess payment amount to the California State Library.
5. The Award payments will only be made to the Subrecipient. It is the Subrecipient's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. For awards over \$20,000, the Final Payment of 10% will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and Grant Monitor approval of the final narrative and financial reports, have been satisfied.
7. **Prompt Payment Clause**
The California State Library will make payments to the Subrecipient in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq.* The Subrecipient may typically expect payment to be issued within 45 days from the date a grant payment request is properly submitted and approved by the Fiscal Analyst.
8. **Budget Contingency Clause**
 - a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library

shall have no liability to pay any funds whatsoever to the Subrecipient or to furnish any other considerations under this Agreement and the Subrecipient shall not be obligated to perform any provisions of this Agreement.

- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Subrecipient to reflect the reduced amount.
- c. This grant award may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the grant award were executed after that determination was made.
- d. This grant award is valid and enforceable only if sufficient funds are made available to the State by the United States government for the Fiscal Year 2021-2022 for the purposes of this program. In addition, this grant award is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this grant award in any manner.
- e. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this grant award shall be amended to reflect any reduction in funds.
- f. The California State Library has the option to amend the grant award to reflect any reduction of funds.
- g. Upon the grant award approval by the State Librarian, one (1) completed set of this Award Agreement will be sent to the Subrecipient. Such copy shall be the officially approved agreement for the conduct of the approved project.



EXHIBIT A: TERMS AND CONDITIONS

1. Accessibility: The organization receiving this LSTA award, as listed in the certification section below, and all program staff, will ensure all LSTA-funded project materials will meet California accessibility standards.

The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Subrecipient shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the California Accessibility Standards. Additionally, all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

Common, applicable award materials include, but are not limited to:

- Project toolkits
- Digital resources
- Publications
- Survey templates
- Project marketing materials

2. Acknowledgment: The Institute of Museum and Library Services and the California State Library shall be acknowledged in all promotional materials and publications related to the LSTA-funded project.

- a. LSTA award recipients must ensure that the Library Services and Technology Act receive full credit as the funding program and that the Institute of Museum and Library Services (IMLS) likewise, is acknowledged as the federal source of funds.
- b. Publications and information releases about the project must credit the Library Services and Technology Act (LSTA). An appropriate statement for a publication or project press release is:

"This [publication/project] was supported in whole or in part by the U.S. Institute of Museum and Library Services under the provisions of the Library Services and Technology Act, administered in California by the State Librarian."

As appropriate, this disclaimer should be added:

"The opinions expressed herein do not necessarily reflect the position or policy of the U.S. Institute of Museum and Library Services or the California State Library, and no official endorsement by the U.S. Institute of Museum and Library Services or the California State Library should be inferred."

- c. This credit line on products of a project, such as materials and publicity, is important to foster support from the public and by state and federal funding sources.
 - d. For more examples from Institute of Museum and Library Services (IMLS) provided for recipients of national level grants, please see [IMLS Acknowledgement Requirements](#).
 - e. IMLS Logo: Use of the IMLS logo, which can be downloaded [on the IMLS Logos page](#), is required on any publications. Please refer to the [IMLS Brand Standards page](#) for further details and usage requirements. If the award project results in copyrightable material, the sub Subrecipient or any subcontractor of the sub Subrecipient is free to copyright the work. However, IMLS and the State Library reserve a royalty-free, exclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the work for government purposes.
 - f. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form, or use the [IMLS Media Content Authorization and Release form](#).
3. Agency: In the performance of this Agreement the Subrecipient and its agents and employees shall act in an independent capacity and not as officers,

employees or agents of the California State Library. The Subrecipient is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Subrecipient shall not represent itself as an agent of the California State Library for any purpose, and has no authority to bind the State Library in any manner whatsoever.

4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.
5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
6. Assignment, Successors, and Assigns: The Subrecipient may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Subrecipient, and their respective successors and assigns.
7. Audit and Records Access: The Subrecipient agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. The Subrecipient agrees to maintain such records for possible audit for a minimum of five (5) years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Subrecipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Subrecipient agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

8. Authorized Representative: Subrecipient and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.
9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective Grant Monitor or representative of the California State Library or Subrecipient. For this purpose, the following contact information is provided below:

City of South Pasadena	California State Library
Cathy Billings	Michelle KillianMichelle Killian
1100 Oxley Street	900 N Street
South Pasadena, CA, 91030	Sacramento, CA 95814
626-403-7352	916-603-6706
cbillings@southpasadenaca.gov	michelle.killian@library.ca.gov

10. Confidentiality: Subrecipient will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential, or is protected by privilege. Subrecipient agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.
11. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Subrecipient of their responsibilities and obligations hereunder. The Subrecipient agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Subrecipient. The Subrecipient's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Subrecipient. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

12. Copyright: Subrecipient owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, *et seq.*) Subrecipient is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.
13. Discharge of Grant Obligations: The Subrecipient's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Subrecipient is a non-profit entity, the Subrecipient's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.
14. Dispute Resolution: In the event of a dispute, Subrecipient will discuss the problem informally with the Grant Monitor. If unresolved, the Subrecipient shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Subrecipient for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Subrecipient may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor, the Subrecipient shall continue with its responsibilities under this Agreement during any dispute.
15. Drug-free Workplace: The Subrecipient certifies under penalty of perjury under the laws of California, that the Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 *et seq.*) and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace.

- 2) The Subrecipient's policy of maintaining a drug-free workplace;
- 3) Any available counseling, rehabilitation and employee assistance programs.
- 4) Penalties that may be imposed upon employees for drug abuse violations.

c. Require that every employee who works on the Agreement will:

- 1) Receive a copy of the Subrecipient's drug-free workplace policy statement.
- 2) Agrees to abide by the terms of the Subrecipient's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Subrecipient may be ineligible for award of any future state agreements if the California State Library determines that the Subrecipient has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

16. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.
17. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.
18. Exclusive Agreement: This is the entire Agreement between the California State Library and Subrecipient.
19. Extension: The State Librarian or designee may extend the final deadline for good cause. The Subrecipient's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline. Extensions of up to 30 days following the original project period end date may be granted. Extended project end dates may not exceed the end of the Federal fiscal year (September 30).
20. Failure to Perform: If the Grant Monitor determines the Subrecipient has not complied with this Agreement, or is not implementing the project as approved by the State Library, the Subrecipient may forfeit the right to reimbursement of any grant funds not already by the California State Library, including, but not limited to, the ten percent (10%) withhold.

21. Federal and State Taxes: The State Library shall not:

- a. Withhold Federal Insurance Contributions Act (FICA) payments from Subrecipient's payments or make FICA payments on the Subrecipient's behalf; or
- b. Make Federal or State unemployment insurance contributions on Subrecipient's behalf; or
- c. Withhold Federal or State income taxes from Subrecipient's payments

Subrecipient shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.

22. Force Majeure: Neither the California State Library nor the Subrecipient, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Subrecipient, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

23. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at their sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Subrecipient to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.

24. Fringe Benefit Ineligibility: Subrecipient agrees that neither the Subrecipient nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.

25. Generally Accepted Accounting Principles: The Subrecipient is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

26. Grant Monitor: The Grant Monitor may monitor Subrecipient performance to ensure Subrecipient expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Monitor

does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements, unless such authority is expressly stated in the Procedures and Requirements.

27. Independent Action: Subrecipient reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Subrecipient's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Subrecipient shall furnish all equipment and materials used to meet its obligations, and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award, and is not required to provide training in connection with this Agreement.
28. Indemnification: Subrecipient agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Subrecipient in the performance of this Agreement.
29. License to Use: The California State Library and the Institute of Museum and Library Services reserve a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Subrecipient in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:
- a. The copyright in any work developed under this grant or contract under this award; and
 - b. Any rights of copyright to which a Subrecipient or a contractor purchases ownership with award support.
30. Limitation of Expenditure: Expenditure for all projects must conform to the approved budget, as amended, and with applicable Federal and State laws and regulations. The total amount paid by the California State Library to the subrecipient under this agreement shall not exceed \$12,201 and shall be expended/encumbered in the designated award period.

During the award period, the subrecipient may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

31. Lobbying: Subrecipient confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.
32. Non-Discrimination Clause: During this grant period, the Subrecipient and the Subrecipient's **contractors, and subcontractors shall not unlawfully discriminate**, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Subrecipient shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

Additionally, Subrecipient, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

Subrecipient shall permit access by representatives of the Department of Fair Employment and Housing and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require to ascertain compliance with this clause. Subrecipient, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.) Subrecipient shall include the non-discrimination and compliance provisions of

this clause in all contracts and subcontracts to perform work under the Agreement.

33. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:
- a. **Electronic Mail (E-mail)**: When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - c. **Grants Management System**: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - d. **Personally**: When delivered personally to the recipient's physical address as stated in this Agreement.
 - e. **U.S. Mail**: Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.
34. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Federal Restrictions on the Use of LSTA Funds, LSTA Award Requirements, Certificate of Compliance, and Project Summary of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Subrecipient's California State Library-approved Application (Subrecipient's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:
- (a) Grant Agreement Coversheet and any Amendments thereto
 - (b) Terms and Conditions
 - (c) Procedures and Requirements
 - (d) Federal Restrictions on the Use of LSTA Funds
 - (e) LSTA Award Requirements
 - (f) Certificate of Compliance

(g) Project Summary

(h) Subrecipient's Application

(i) All other attachments hereto, including any that are incorporated by reference.

35. Payment:

- a. The approved Budget, if applicable as detailed in the Award Letter, states the maximum amount of allowable costs for each of the tasks identified in the Activity Timeline included in the project application. California State Library shall provide funding to the Subrecipient for only the work and tasks specified in the Subrecipient's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- b. The Subrecipient shall carry out the work described in the Subrecipient's Application in accordance with the approved Budget, and shall obtain the Grant Monitor's written approval of any changes or modifications to the approved project as described in the Subrecipient's Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the Subrecipient fails to obtain such prior written approval, the State Librarian or designee, at their sole discretion, may refuse to provide funds to pay for such work or costs.
- c. The Subrecipient shall request funds in accordance with the funding schedule included in this agreement.
- d. For awards with total funding exceeding \$20,000, ten percent (10%) will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the Subrecipient to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.
- e. Lodgings, Meals and Incidentals: Subrecipient's eligible costs are limited to the amounts authorized in the [U.S. General Services Administration](#) (contact the Grant Monitor for more information).
- f. Payment will be made only to the Subrecipient.
- g. Allowable expenses shall not be incurred unless and until the Subrecipient receives official award notification as described in the Procedures and Requirements.

36. Personal Jurisdiction: The Subrecipient consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal Subrecipient s expressly waive tribal sovereign

immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

37. Personnel Costs: If there are eligible costs pursuant to Exhibit D, Eligible and Ineligible Costs, any personnel expenditures to be reimbursed with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled, unless otherwise specified in Exhibit D.
38. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Subrecipient, or any other person or entity in connection with the Project. It is mutually agreed that Subrecipient is responsible for furnishing funds beyond the award that may be necessary to complete outcomes or deliverables.
39. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq.*
40. Prohibited Use: The expenditure under this program shall not be used to supplant Subrecipient efforts in other grant programs provided by the California State Library and shall not be used to supplant subrecipient effort.
41. Provisions: This agreement is entered into under provisions of the Library Services and Technology Act, Public Law 104-208 on September 30, 1996; and Congressional Record – House, H11644-H11728 on September 28, 1996, H12266-H12267 on October 3, 1996; and 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, December 26, 2013. Congress enacted the Museum and Library Services Act of 2010 (Pub. L. 111-340, codified at 20 U.S.C. § 9101 *et seq.*), which also incorporates Library Services and Technology Act (LSTA).
 - a. Performance of the provisions of this agreement is subject to the conditions and availability of funds as awarded by the State Librarian under said Act.

42. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et. seq.* This includes the Interim and Final reports, and any other written communications between the parties. Subrecipient agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Subrecipient agrees to alert the State Library as to a basis for exemption, if any exists.
43. Publicity Obligations: Subrecipient will notify the State Library of any promotional materials or publications resulting from the award no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Subrecipient will acknowledge the LSTA support as noted above. Subrecipient agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Subrecipient, and may distribute such information to third parties.
44. Records: Communications, grant related documents, data, original receipts and invoices must be maintained by Subrecipient and shall be made available to the State Library upon request. Subrecipient agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Subrecipient's operation to ensure compliance with this Agreement, with reasonable advance notice.
45. Reduction of Waste: In the performance of this Agreement, Subrecipient shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.
46. Reimbursement Limitations: Under no circumstances shall the Subrecipient seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Subrecipient shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.

47. Reports and Claims: It is the responsibility of the recipient of these instructions to see that the proper individual to supply the required reports and claims receives the instructions and makes the required reports and claims to the California State Library.

- a. The subrecipient shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
- b. The subrecipient shall be responsible for submitting to the State Library Financial Reports reflecting project expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
- c. To obtain payment hereunder the subrecipient shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.
- d. In-full payments are typically made for awards totaling \$20,000 or less.
- e. Funding for awards totaling more than \$20,000 are issued in three payments following a 45%/45%/10% payment schedule, unless an exception has been made.
- f. The final 10% of the grant award (if applicable) is payable only if the subrecipient fulfills all project reporting requirements and returns all unspent funds by the time specified in the Grant Guide. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award, which may result in federal audit exceptions against the State and the loss of LSTA funds.
- g. Payment will be provided to cover the expenditures incurred by the subrecipient for the project in the following manner:
 - o \$12,201 upon execution of the agreement and submission of claim by fiscal agent
 - o If applicable, second payment will be made upon approval of first quarter financial report and receipt of claim form in the amount of N/A
 - o If applicable, final payment will be made upon approval of all final reports and receipt of claim form in the amount of N/A

48. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-

length transactions and not the result of, or motivated by, self-dealing on the part of the Subrecipient or any employee or agent of the Subrecipient. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all award monies are to be expended.

49. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.
50. Site Visits: The Subrecipient shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.
51. Subrecipient: The Subrecipient is the government or other legal entity to which a subaward is awarded and which is accountable to the grantee for the use of the funds provided.
- The subrecipient will make reports to the State Librarian in such form and containing such information as may be required to enable the California State Library to perform its duties. The subrecipient will keep such records and afford such access as the California State Librarian or Library may find necessary to assure the correctness and verification of such reports.
 - The control of funds and title to property derived there from shall be in a subrecipient agency for the uses and purposes provided; a subrecipient agency will administer such property and funds and shall apply funds only for the purposes for which they were granted.
52. Subrecipient Accountability: The Subrecipient is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Subrecipient has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant

funds are owed to the California State Library, the Subrecipient is responsible for repayment of the funds to the California State Library.

53. Subrecipient Funds: It is mutually agreed that the Subrecipient is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.
54. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Subrecipient at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Subrecipient shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine, and pay the Subrecipient for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Subrecipient. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Subrecipient, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.

The State Librarian is empowered to review, audit, and inspect the project for compliance with this agreement.

55. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.
56. Unused Funds: At the end-of-term Subrecipient agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the award period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistently with the terms of this Agreement.
- Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.
57. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State

Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Subrecipient, shall constitute a waiver of any of California State Library's rights or of any of Subrecipient's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.

58. Work Products: Subrecipient shall provide California State Library with copies of all final products identified in the Work Plan and Application. Subrecipient shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.
59. Workers' Compensation: The State of California will not provide Workers' Compensation insurance for Subrecipient or Subrecipient's employees or contract personnel. If Subrecipient hires employees to perform services required by this Agreement, Subrecipient shall provide Workers' Compensation insurance for them. The Subrecipient is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Subrecipient agrees to comply with such provisions before commencing the performance of the work of this Agreement.



EXHIBIT B: FEDERAL RESTRICTIONS ON THE USE OF LSTA FUNDS

To clarify some of the more commonly-occurring questions regarding how Library Services and Technology Act (LSTA) funds can or cannot be used, please see the list of explanations below. These explanations have been extracted from the Code of Federal Regulations and list important highlights of allowable and unallowable costs. Administrators and project coordinators of LSTA grant projects are cautioned that they must abide by all regulations in conducting their projects and in allotting charges against grant funds. In cases of ambiguity, uncertainty, or questions in identifying allowable cost items under Federal procedures, contact Lynne Oliva, LSTA Coordinator at lynne.oliva@library.ca.gov. A complete list with descriptions can be found on the [Electronic Code of Federal Regulations webpage](#).

1. **ADVERTISING AND PUBLIC RELATIONS** Advertising costs are allowable only when incurred for the recruitment of personnel, the procurement of goods and services, the disposal of scrap or surplus materials, and other specific purposes necessary to meet the requirements of the Federal award. Public relations costs are allowable when incurred to communicate with the public and press pertaining to specific activities or accomplishments that result from performance of the Federal award. Costs of advertising and public relations at conventions, meetings or other events, including displays, demonstrations, exhibits, meeting rooms, hospitality suites, and special facilities used in conjunction with shows and special events; and salaries of employees engaged in setting up and displaying exhibits, making demonstrations, and providing briefings are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Advertising and Public Relations](#)
2. **ADVISORY COUNCILS** Costs incurred by advisory councils or committees are unallowable unless authorized by statute, the Federal awarding agency or as an indirect cost where allocable to Federal awards. See § 200.444 General costs of government, applicable to states, local governments and Indian tribes. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Advisory Councils](#)
3. **ALCOHOLIC BEVERAGES** Costs of alcoholic beverages are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit

Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Alcoholic Beverages](#)

4. **BUILDING, CONSTRUCTION, RENOVATION COSTS** Building, construction, or renovation costs are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Equipment and Other Capital Expenditures](#), [Rearrangement and Reconversion Costs](#), and [Maintenance and Repair Costs](#)
5. **CONFERENCES** Costs of meetings and conferences, including meals, transportation, rental of meeting facilities, and other incidental costs, where the primary purpose is the dissemination of technical information, are allowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Conferences](#)
6. **CONTRIBUTIONS, DONATIONS, HONORARIUMS, STIPENDS** Contributions and donations, including cash, property, and services, that use grant funds and are made by grant recipients to others, regardless of the recipient, are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Contributions and Donations](#)

(NOTE: Honorariums and stipends are also unallowable. Wages, salaries, reimbursements, payment for work done, and fees charged by speakers are allowable)
7. **ENTERTAINMENT** Costs of entertainment, including amusement, diversion, and social activities, and any costs directly associated with those, such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Entertainment](#)
8. **FUND-RAISING** Costs of organized fund-raising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or to obtain contributions, are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Fundraising](#)
9. **GENERAL GOVERNMENT EXPENSES** The general costs of government, including services normally provided to the general public, such as fire and police, are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [General Government Expenses](#)

- 10. INCOME FROM PROJECT** Project income, e.g., fees charged for the use of library space in the context of a grant project, or to recover out of pocket project-related costs, or to create products such as manuals, or for other expenditures directly related to and used for the purposes of the grant and accrued under the conditions of the grant award, are allowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Program Income](#)
- 11. LOBBYING** The cost of certain influencing activities associated with obtaining grants, contracts, cooperative agreements or loans, is unallowable. Costs of membership in organizations substantially engaged in lobbying are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Lobbying](#)
- 12. MEMBERSHIPS, SUBSCRIPTIONS, AND PROFESSIONAL ACTIVITIES** Costs of the grant recipient's memberships in business, technical, and professional organizations are allowable. (NOTE: The State Library's policy is that use of LSTA funds for personal memberships in organizations is not permitted.) Subscriptions to business, professional, and technical periodicals are allowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Memberships, Subscriptions, and Professional Activities](#)
- 13. PREMIUMS, PRIZES, INCENTIVES, AND SOUVENIRS** Costs of promotional items and memorabilia, including models, gifts, and souvenirs, are unallowable. See ADVERTISING AND PUBLIC RELATIONS (e)(3).
- 14. REFRESHMENTS** See ENTERTAINMENT (unallowable), and MEMBERSHIPS, SUBSCRIPTIONS, AND PROFESSIONAL ACTIVITIES (allowable).
- 15. TRAINING** The cost of training provided for employee development is allowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Training](#)
- 16. TRAVEL EXPENSE** Travel costs are allowable for expenses for transportation, lodging, subsistence, and related items incurred by employees traveling on official business. Charges should be consistent with those normally allowed in like circumstances of the grant recipient organization in its regular operations and policy, in non-federally sponsored activities. An exception to this is that car mileage reimbursement for all awarded LSTA grants cannot exceed the current state rate of 58 cents per mile (CPM). Reimbursement is the preferred method of payment for travel expenses. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Travel](#)

(NOTE: The State Library's policy on out-of-state travel and conferences is that they are generally not allowed. There are exceptions, however, based on the importance of the travel and/or conference to the grant. If your grant will include out-of-state travel or attendance at an out-of-state conference, consult with your grant monitor beforehand to obtain State Library approval before scheduling the trip or registering for the conference.)

In Process



EXHIBIT C: LSTA AWARD REQUIREMENTS

A. CIPA Compliance

The Institute of Museum and Library Services establishes guidelines to ensure that the California State Library's implementation of the Children's Internet Protection Act (CIPA) complies with the 2003 decision of the US Supreme Court. The California State Library is required by 20 U.S.C. Section 9134(b)(7) to provide assurance that we will comply with 20 U.S.C. Section 9134(f), which sets out standards relating to Internet Safety for public libraries and public elementary school and secondary school libraries.

Under CIPA, California State Library must assure the Federal Government that no funds will be made available for public libraries and public elementary and secondary school libraries to purchase computers to access the Internet or pay for the direct costs of accessing the Internet unless the libraries have certified that they have Internet safety policies and technology protection measures, e.g., software filtering technology, in place. California State Library must collect certifications from libraries subject to CIPA that apply to the States for Library Services and Technology Act (LSTA) funding. Public libraries and public elementary and secondary school libraries must be in compliance with CIPA to obtain IMLS State Program funding which will be used to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet.

The director or the authorized representative of the Subrecipient organization receiving LSTA funding must certify that the library is one of the following:

An individual applicant that is CIPA compliant.

The applicant library, as a public library, a public elementary school library or a public secondary school library, has complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act.

Representing a group of applicants. Those applicants that are subject to CIPA requirements have certified they are CIPA compliant.

All public libraries, public elementary school libraries, and public secondary school libraries, participating in the application have complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act. The library submitting this

application has collected Internet Safety Certifications from all other applicants who are subject to CIPA requirements. The library will keep these certifications on file with other application materials, and if awarded funds, with other project records.

Not Subject to CIPA Requirements.

CIPA requirements do not apply because no LSTA funds made available under this grant program will be used to purchase computers that can access the Internet or to pay for direct costs associated with accessing the Internet.

For more information on CIPA, please visit the [Children's Internet Protection Act \(CIPA\) webpage](#) on the Federal Communications Commission's (FCC) website.

B. Contracting Guidance

OMB's [Code of Federal Regulations](#) outlines important regulations surrounding contracts that, as a recipient of LSTA funds, the State Library and its subrecipients must follow.

In Process

C. Language Access Services

To remain compliant with [Title VI of the Civil Rights Act of 1964](#), all LSTA funding recipients must take reasonable steps to make LSTA-funded awards accessible to people with limited English proficiency.

These procedures apply to all of California State Library's federally funded programs and activities and extends to all programs and activities conducted by the State Library's federally funded sub-recipients.



EXHIBIT D: CERTIFICATION OF COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Subrecipient for this Award Agreement and project, and is authorized to receive and expend funds in order to administer this award program.

I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Subrecipient, I commit to the conditions of this award, and I have the legal authority to do so.

I certify that any or all other subrecipients participating in the program have agreed to the terms of the application/grant award, and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.

The authorized representative, on behalf of the Subrecipient, certifies that the Subrecipient will comply with all applicable requirements of all State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.

a. The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with the Uniform Guidance for Grants outlined in the [Code of Federal Regulations](#) established by the [United State Office of Management and Budget](#)

b. The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with the rules, regulations and guidance provided by the following:

[IMLS LSTA Administration Guidance](#)

[California Code of Regulations](#) established by the [California Office of Administrative Law](#)

The organization receiving this LSTA award, as listed in the certification section below, and all project staff agree, to comply with all state and federal laws, regulations, and policies governing this program, to include the requirements contained in LSTA Award Requirements section of this document.

The authorized representative, on behalf of the Subrecipient, hereby certifies to the California State Library, for an award of funds in the amount \$12,201. This award will provide library services as set forth in the LSTA Service Project Application as approved and/or as amended by the California State Librarian.

2. **STATEMENT OF COMPLIANCE:** Subrecipient has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).
3. **DRUG-FREE WORKPLACE REQUIREMENTS:** Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - b. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - c. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
 - d. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Subrecipient may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Subrecipient has made

false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 *et. seq.*)

4. **CONFLICT OF INTEREST:** Subrecipient needs to be aware of the following provisions regarding current or former state employees. If Subrecipient has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification

Current State Employees (Pub. Contract Code § 10410):

a). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

b). No officer or employee shall contract on their own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code § 10411):

a). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

b). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to their leaving state service.

If Subrecipient violates any provisions of above paragraphs, such action by Subrecipient shall render this Agreement void. (Pub. Contract Code § 10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e)).

5. **LABOR CODE/WORKERS' COMPENSATION:** Subrecipient needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions,

and Subrecipient affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).

- 6. **AMERICANS WITH DISABILITIES ACT:** Subrecipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et seq.*)
- 7. **RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
- 8. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Subrecipients.
- 9. **NONDISCRIMINATION:**

In Process

The authorized representative certifies that the Subrecipient or its Fiscal Agent will comply with the following:

- a. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 *et seq.*), which prohibits discrimination on the basis of race, color, or national origin;
- b. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 *et seq.*), which prohibits discrimination on the basis of disability (note: IMLS applies the regulations in 45 C.F.R part 1170 in determining compliance with § 504 as it applies to recipients of Federal assistance);
- c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681–83, 1685-86), which prohibits discrimination on the basis of sex in education programs;
- d. The Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age; and
- e. The requirements of any other nondiscrimination statute(s) which may apply.

10. **DEBARMENT AND SUSPENSION:**

The authorized representative certifies to the best of their knowledge and belief that neither the Subrecipient nor its Fiscal Agent:

- a. Are presently excluded or disqualified;

- b. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. part 180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; fraud, antitrust, embezzlement, forgery, bribery, tax evasion, making false statements, receiving stolen property, or similar offenses so serious as to affect the integrity of the subrecipient or its fiscal agent.
- c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 C.F.R. part 180.800(a) and enumerated above.
- d. Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

11. TRAFFICKING IN PERSONS:

The authorized representative certifies to the best of their knowledge and belief that neither the Subrecipient nor its Fiscal Agent:

- engages in trafficking in persons, procures a commercial sex act, or uses forced labor
- procures a commercial sex act during the period of time that the award is in effect
- uses forced labor in the performance of the grant

12. **FEDERAL DEBT STATUS:** Representative certifies to the best of their knowledge and belief that the Subrecipient is not delinquent in the repayment of any Federal debt.

13. CERTIFICATION REGARDING LOBBYING ACTIVITIES (APPLIES TO APPLICANTS REQUESTING FUNDS IN EXCESS OF \$100,000) (31 U.S.C. § 1352):

- a. No Library Services and Technology Act funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- b. No Library Services and Technology Act funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any State agency, Member of the Legislature, an officer or employee of the Legislature, or

an employee of a Member of the Legislature in connection with legislative action through oral or written communication with State legislative officials, or solicitation of others to influence or attempt to influence legislative action.

- c. No Library Services and Technology Act or other federal funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any county, district, or city agency, in connection with legislative action through oral or written communication with officials, or solicitation of others to influence or attempt to influence legislative action. LSTA funds will not be used for costs to:
- draft legislation or resolutions
 - travel to meetings of governmental bodies urge passage of legislation or resolutions
 - survey voters regarding passage and drafting of legislation or resolutions
 - pay governmental fees (use fees, ballot filing fees, permits, etc.)

14. DRUG-FREE WORKPLACE:

- a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
- b. This includes, but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.

15. **LSTA AWARD REQUIREMENTS:** I have read, understand and agree to comply with the LSTA Award Requirements as outlined in this award packet.

16. **CIPA CERTIFICATION:** The organization receiving this LSTA award, as listed in the certification section below is **(please select one):**

- An individual applicant that is CIPA compliant
- Representing a group of applicants. Those applicants that are subject to CIPA requirements have certified that they are CIPA compliant
- Not subject to CIPA requirements

17. **LANGUAGE ACCESS SERVICES:** The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with the language access services requirement as prescribed by Title VI of the Civil Rights Act of 1964.
18. **ACCESSIBILITY:** The organization receiving this LSTA award, as listed in the certification section below, and all program staff, will ensure all LSTA-funded project materials will meet California accessibility standards.

The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Subrecipient shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the California Accessibility Standards. Additionally, all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

Common, applicable award materials include, but are not limited to:

- Project toolkits
- Digital resources
- Publications
- Survey templates
- Project marketing materials

19. **ACKNOWLEDGEMENT:** The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with IMLS and California State Library acknowledgement requirements.
20. **ADDITIONAL CERTIFICATIONS:** The authorized representative also certifies that the Subrecipient or its Fiscal Agent will comply with the following:

- all requirements by the Federal-sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
- insuring the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- the flood insurance purchase requirements of Section 102(a) requires, on or after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- assisting the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.



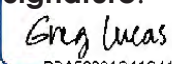
Certification

ORGANIZATION	
Name:	Address (official and complete):
PROJECT COORDINATOR	
Name:	
Email:	Phone:
SUBRECIPIENT AUTHORIZED REPRESENTATIVE	
Name:	Title:
Email:	Phone:
Signature:	Date:



Authorized Representative Signature

In Witness Whereof, This Grant Agreement has been executed by the parties hereto.

ORGANIZATION	
Name:	Address:
In Process	
Authorized Representative	
Signature:	Date:
Printed Name of Person Signing:	Title:
STATE OF CALIFORNIA	
Agency Name: State Library	Address: 914 Capitol Mall
Signature:  BDA50881C41C418...	Date: 1/5/2022
Printed Name of Person Signing: Greg Lucas	Title: State Librarian

CALIFORNIA STATE LIBRARY
Library Services and Technology Act
CARES Act
FINANCIAL CLAIM

INVOICE #: 40-9266-001

PO #:

FY: 20/21
FAIN: LS-246522-OLS-20
ITEM NO: 6120-211-0890, Chapter 21, Statutes of 2021
PURCHASING AUTHORITY NUMBER: CSL-6120
REPORTING STRUCTURE: 61202000
COA: 5432000
PROGRAM #: 5312

DATE: _____

Claim of: City of South Pasadena

Address: _____

For: City of South Pasadena
(Name of System or Agency)

Project Title: Memory Lab: City of South Pasadena

Amount Claimed: \$12,201 Grant Award Number: 40-9266

For Period From: upon execution to end of grant period

Type of Payment	PROGRESS	FINAL	<u>IN FULL</u>
	Payable Upon Execution of Agreement		

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

by _____
(Signature of the authorized representative)

(Title)

State of California, State Library Fiscal Office

by _____ date _____
(State Library representative)

MAIL ONE ORIGINAL SIGNATURE TO:
California State Library
Fiscal Office – LSTA
P.O. Box 942837
Sacramento, CA 94237-0001

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
 STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE

E-MAIL ADDRESS

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

SOLE PROPRIETOR / INDIVIDUAL

SINGLE MEMBER LLC *Disregarded Entity owned by an individual*

PARTNERSHIP

ESTATE OR TRUST

CORPORATION (see instructions on page 2)

MEDICAL (e.g., dentistry, chiropractic, etc.)

LEGAL (e.g., attorney services)

EXEMPT (e.g., nonprofit)

ALL OTHERS

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR

Federal Employer Identification Number (FEIN)

_____ - _____ - _____

Section 4 – Payee Residency Status (See instructions)

CALIFORNIA RESIDENT – Qualified to do business in California or maintains a permanent place of business in California.

CALIFORNIA NONRESIDENT – Payments to nonresidents for services may be subject to state income tax withholding.

No services performed in California

Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE

TITLE

E-MAIL ADDRESS

SIGNATURE

DATE

TELEPHONE (include area code)

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE

Ca. State Library

UNIT/SECTION

Admin/Accounting

MAILING ADDRESS

900 N Street

FAX

TELEPHONE (include area code)

916-603-7157

CITY

Sacramento

STATE

CA

ZIP CODE

95814

E-MAIL ADDRESS

accounting@library.ca.gov

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900
For hearing impaired with TDD, call: 1-800-822-6268

E-mail address: wscs.gen@ftb.ca.gov
Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.



City Council Agenda Report

ITEM NO. 12

DATE: March 2, 2022

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Ted Gerber, Director of Public Works
Tatevik Barakazyan, Associate Engineer

SUBJECT: **Authorize a Contract Amendment with Adhami Engineering Group for Professional Services to Prepare the Engineering Design, Construction Documents and Specifications of Rectangular Rapid Flashing Beacons (RRFBs) in an Amount Not-to-Exceed \$5,000, for a Total Not-to-Exceed Contract Amount of \$60,000**

Recommendation

It is recommended that the City Council:

1. Authorize the City Manager to execute a contract amendment with Adhami Engineering Group (the Consultant) to prepare the engineering design, construction documents and specifications of the rectangular rapid flashing beacons (RRFBs) in an amount not-to-exceed \$5,000, for a total not-to-exceed contract amount of \$60,000.00; and
2. Appropriate an additional \$5,000 in Proposition C Funds to Account No. 207-9000-9351-9351-000, for a total appropriation of \$60,000 in Proposition C Funds to Account No. 207-9000-9351-9351-000.

Background

On March 3, 2021, the City Council authorized a contract with the Consultant for the professional engineering design services in an amount not-to-exceed \$49,324, which included \$44,840 for the scope of services and \$4,484 for contingency for the preparation of the engineering design, specifications and construction documents of rectangular rapid flashing beacons (RRFBs) at the following three intersections:

- Fremont Avenue and Lyndon Street
- Mission Street and Diamond Avenue
- Mission Street and Fairview Avenue

However, the March 2021 Council action did not include the appropriation of \$49,324 from Proposition C Funds. Subsequently, on July 21, 2021, the City Council authorized a contract amendment to add the design of the RRFBs at Meridian Avenue and Oak Street to the Consultant's scope of work. The amended contract amount was \$55,000,

which included \$53,850 for the scope of services and \$1,150 for contingency. Council also appropriated \$10,160 in Proposition C Funds to the project account.

Analysis

Public Works staff discussed the selection of the poles for the installation of the RRFBs with the chair of the Cultural Heritage Commission. The expressed preference was the use of the existing Sternberg Lighting ornamental light posts located along Mission Street. Upon the analysis of the request, it was determined that the height of the existing light post was not sufficient to accommodate the RRFB equipment. As a result, staff considered the installation of a taller Sternberg Lighting ornamental light post, however, additional funds are needed for the structural analysis of the footing. The approved scope of work was determined to be insufficient for the completion of the engineering design of the RRFBs, and additional funds and time are necessary to complete the project plans, specifications and contract documents. As such, this item seeks to extend the agreement and obtain the necessary funds to complete the project.

Fiscal Impact

The Los Angeles County Metropolitan Transportation Authority (Metro) had previously approved use of \$55,000 in Proposition C funding for this design work. In February 2022, Metro approved an additional \$5,000 in Proposition C funding. The amended contract will be increased by \$5,000, for a not-to-exceed total contract amount of \$60,000.00. The funds will be appropriated from the City's Proposition C revenue and encumbered in Proposition C Account No. 207-9000-9351-9351.

Commission Review and Recommendation

This item was not reviewed by a commission.

Environmental Analysis

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

Attachments

1. Second Amendment to Professional Services Agreement with Adhami Engineering Group
2. First Amendment to Professional Services Agreement with Adhami Engineering Group
3. Professional Services Agreement for Consultant Services with Adhami Engineering Group

ATTACHMENT 1
Second Amendment to Professional Services
Agreement with Adhami Engineering Group

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING DESIGN
SERVICES**

THIS AMENDMENT (“Amendment”) is made on this 2nd day of March 2022, by and between the CITY OF SOUTH PASADENA (“CITY”) and ADHAMI ENGINEERING GROUP (“CONSULTANT”).

RECITALS

WHEREAS, on March 15, 2021, the CITY and CONSULTANT entered into an Agreement for PROFESSIONAL ENGINEERING DESIGN SERVICES (“Agreement”) for CONSULTANT to assist City in the preparation of engineering design, construction documents, and specifications for Rectangular Rapid Flashing Beacons; and

WHEREAS, the original Agreement was in the amount of \$49,324, which included \$44,840 for the Scope of Services and \$4,484 for Contingency; and

WHEREAS, on December 21st, 2021, the CITY and CONSULTANT executed the first amendment to the Agreement, adding additional tasks to the original scope of work; and

WHEREAS, the amended Agreement was in the amount of \$55,000, which included \$53,850 for the revised Scope of Services and \$1,150 for Contingency; and

WHEREAS, the CITY desires to execute the second amendment to extend the termination date of the Agreement in order to complete the design of the project; and

WHEREAS, due to the addition in the scope of work for the structural analysis the CITY desires to amend the Agreement to increase the amount needed for CONSULTANT to complete the project plans and specifications.

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

1. That Section 3.5 “Maximum Amount” of the Agreement is hereby amended to read as follows:
“Maximum Amount”: The highest total compensation and cost payable to CONSULTANT by CITY under this agreement. The Maximum Amount under this Agreement is Sixty Thousand Dollars (\$60,000).

2. That Section 3.7 "Termination Date" of the Agreement is hereby amended to read as follows:

"Termination Date": The date on which the City Director of Public Works determines the work to be complete.

3. That Section 14 NOTICES of the Agreement is hereby amended to read as follows:

If to City

If to Consultant

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

Adhami Engineering Group
700 Rim Road
Pasadena, CA 91107
Telephone: (626) 255-4592

With courtesy copy to:

Andrew L. Jared
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd. Ste. 850
Pasadena, CA 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

4. Exhibit A SCOPE OF SERVICES of the agreement is amended to reflect an addition to the scope of work as follows:

"Supplemental design, specification, cost estimate, and construction documents related tasks shall include utilizing new or existing historical lamp posts in the project where applicable as designated by City staff."

5. Exhibit B APPROVED FEE SCHEDULE of the agreement is amended to reflect the increase in contract amount, with an additional line item: "\$5,000 additional work related to utilizing new or existing historical lamp post.", resulting in a revised Grand Total of \$60,000.

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

“City”
City of South Pasadena

“Consultant”
Adhami Engineering Group

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Christina Muñoz, Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Andrew L. Jared, City Attorney

Date: _____

ATTACHMENT 2

First Amendment to Professional Services Agreement with Adhami Engineering Group

**FIRST AMENDMENT TO
AGREEMENT FOR PROFESSIONAL ENGINEERING DESIGN SERVICES**

THIS AMENDMENT (“Amendment”) is made on this 21st day of July 2021, by and between the CITY OF SOUTH PASADENA (“CITY” or OWNER) and ADHAMI ENGINEERING GROUP, (“CONSULTANT”).

RECITALS

WHEREAS, on March 3, 2021, the CITY and CONSULTANT entered into an Agreement for PROFESSIONAL ENGINEERING DESIGN SERVICES (“Agreement”) for CONSULTANT to assist City with the preparation of engineering design, construction documents, and specifications for Rectangular Rapid Flashing Beacons; and

WHEREAS, the original Agreement was in the amount of \$49,324, which included \$44,840 for the Scope of Services and \$4,484 for Contingency; and

WHEREAS, per the City Manager’s direction to add the design of the Rectangular Rapid Flashing Beacons at Meridian Avenue and Oak Street to the scope of work, the CITY desires to amend the Agreement to increase the funds needed for CONSULTANT to assist the City in completing the engineering design, construction documents, and specifications; and

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


1. DEFINITIONS. That Section 3.4 of the Agreement is hereby amended to read as follows:

“MAXIMUM AMOUNT”: The highest total compensation and cost payable to CONSULTANT by CITY under this agreement. The Maximum Amount under this Agreement is \$55,000, which includes \$53,850 for the Scope of Services and \$1,150 for Contingency.

2. SCOPE OF SERVICES. The attached Exhibit B supersedes the original Exhibit B of the agreement to reflect the increase in contract amount.

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

“City”
City of South Pasadena

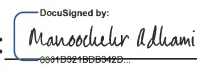
By: 
Signature

Printed: Armine Chaparyan

Title: City Manager

Date: 11/29/2021

“Consultant”
Adhami Engineering Group

By: 
Signature

Printed: Manoochehr Adhami

Title: Principal

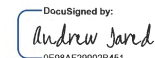
Date: 11/16/2021

Attest:

By: 
Lucie Colombo, CMC, CPMC
City Clerk

Date: 1/18/2022

Approved as to form:

By: 
Teresa L. Highsmith, City Attorney

Date: 12/21/2021

EXHIBIT B

Task	Employee	Hours	Hourly Rate (\$)	Total (\$)
Task 1				
Kickoff and Follow-up Meetings	Principal	8	210	1,680
	Project Manager	8	180	1,440
Task 2				
Data Collection	Engineer	30	130	3,900
Task 3				
Field Observations	Engineer Associate	40	90	3,600
	Project Manager	6	180	1,080
Task 4				
Surveying	Crew of 3	16	400	6,400
Task 5				
Preliminary/Conceptual	Engineer	30	130	3,900
Review	Quality Control Manager	12	150	1,800
Review	Project Manager	9	180	1,080
Review	Principal	6	210	630
Task 6				
Corrections and Final Design	Engineer	30	130	3,900
Review	Quality Control Manager	12	150	1,800
Review	Project Manager	9	180	1,620
Review	Principal	6	210	1,260
Task 7				
Cost Estimate	Engineer	12	130	1,560
Review	Project Manager	2	180	360
Task 8				
Specification/Construction Docs.	Engineer	12	130	1,560
Review	Project Manager	15	180	2,700
Review	Principal	6	210	1,260
Miscellaneous Costs	Insurance			810
	Supplies/Printing			2,500
Grand Total				44,840

Task	Employee	Hours	Hourly Rate (\$)	Total (\$)
Task 1				
Data Collection	Engineer	6	130	780
Task 2				
Field Observations	Project Manager	2	180	360
Task 3				
Prepare Base	Crew of 3	6	400	2,400
	Eng/Drafter	10	70	700
Task 4				
Preliminary/Conceptual	Engineer	10	130	1,300
Review	Project Manager	2	180	360
Review	Principal	1	210	210
Task 5				
Corrections and Final Design	Engineer	10	130	1,300
Review	Quality Control Manager	2	150	300
Review	Project Manager	1	180	180
Task 6				
Specification/Cost Estimate	Engineer	3	130	390
Review	Project Manager	1	180	180
Task 8				
Construction Docs.	Engineer	2	130	260
	Project Manager	1	180	180
Miscellaneous Costs	Insurance/Supplies/Printing			110
Grand Total				9,010

The Maximum Amount under this Agreement is \$53,850 for the scope of work and \$1,150 for contingency.

ATTACHMENT 3
Professional Services Agreement for Consultant
Services with W. G. Zimmerman Engineering
Inc.

**PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN PROFESSIONALS**

(City of South Pasadena / Adhami Engineering Group)

1. IDENTIFICATION

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

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: engineering design, construction documents and specifications for rectangular rapid flashing beacons (RRFB).
- 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. “Design Professional”: A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 *et seq.*, (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 *et seq.*, (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 *et seq.*, or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 *et seq.*
- 3.2. “Scope of Services”: Such professional services as are set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference.

Professional Services Agreement – Design Professionals

Page 1 of 19

Approved for Use 01/10/18

- 3.3. **“Agreement Administrator”**: The Agreement Administrator for this project is Garrett Crawford, Acting Deputy Director of Public Works. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant
- 3.4. **“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.
- 3.5. **“Maximum Amount”**: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Forty Nine Thousand Three Hundred Twenty-Four Dollars (\$49,324), which includes \$44,840 for the Scope of Services and \$4,484 for a 10% contingency.
- 3.6. **“Commencement Date”**: March 03, 2021.
- 3.7. **“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 highest 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. Manoochehr Adhami, Principal-in-Charge and Vice President shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

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

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 or 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 including the design and preconstruction phases of a covered public works project. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability

Professional Services Agreement – Design Professionals

Page 5 of 19

Approved for Use 01/10/18

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

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 officials, officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** Where the services to be provided by Consultant under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, Consultant agrees to indemnify, defend and hold harmless, the City, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the City, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the City, then Consultant’s indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant’s proportionate percentage of fault.

As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, and to the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any claims, demands, losses, liability of any kind or nature (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney’s fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are in connection with, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the City, its officers, officials, employees and volunteers.

- 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. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party,

then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

- 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.
- 11.9 **Civil Code.** The parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section 11 complies therewith.

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:

- 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, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. **Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory.** All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the **Consultant's insurance** at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the

- required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall **provide no less than 30 days' notice of any cancellation or material change to policies** required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Public Works Department, 1414 Mission Street, South Pasadena, CA 91030.
- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, **shall be in excess of Consultant's insurance and shall not contribute with it.**
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the **Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.**
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

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

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

13. MUTUAL COOPERATION

13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant’s services under this Agreement.

13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

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

If to City

If to Consultant

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

Adhami Engineering Group
700 Rim Rd
Pasadena, CA 91107
Telephone: (626) 255-4592

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 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.

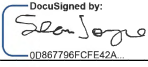
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement 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: 
00867796FCFE42A
Signature

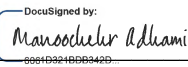
Printed: Sean Joyce

Title: Interim City Manager

Date: 3/10/2021

“Consultant”

Adhami Engineering Group

By: 
608163218663420
Signature

Printed: Manoochehr Adhami

Title: Principal

Date: 3/10/2021

Attest:

By: 
781DBEA3DC52477...
Maria E. Ayala, City Clerk

Date: 5/3/2021

Approved as to form:

By: 
3657EFA936854DF
Teresa L. Highsmith, City Attorney

Date: 3/15/2021

Exhibit A

Scope of Services

The Consultant shall perform required tasks to complete the engineering design, construction documents and specifications for installing RRFB including but not limited to:

- Site plans documenting existing conditions at each locations;
- RRFB design and specifications;
- Sidewalk and ramp improvements;
- Signage and striping plans; and
- Other improvements required to complete the proposed improvements.

The Consultant shall complete the design of the RRFB at the following three locations:

- Fremont Avenue and Lyndon Street
- Mission Street and Diamond Avenue
- Mission Street and Fairview Avenue

The consultant shall also be responsible for completing all required forms, perform tasks and maintain record as required under the Caltrans LAPM for federally-funded construction projects. The consultant shall calculate and establish the DBE percentage for this project. Consultants shall complete the “Final Report – Utilization of Disadvantaged Business Enterprise (DBE), First Tier Subcontractors” for Exhibit 17-F of the Caltrans LAPM.

Exhibit B

Approved Fee Schedule

Task	Employee	Hours	Hourly Rate (\$)	Total (\$)
Task 1				
Kickoff and Follow-up Meetings	Principal	8	210	1,680
	Project Manager	8	180	1,440
Task 2				
Data Collection	Engineer	30	130	3,900
Task 3				
Field Observations	Engineer Associate	40	90	3,600
	Project Manager	6	180	1,080
Task 4				
Surveying	Crew of 3	16	400	6,400
Task 5				
Preliminary/Conceptual	Engineer	30	130	3,900
Review	Quality Control Manager	12	150	1,800
Review	Project Manager	9	180	1,080
Review	Principal	6	210	630
Task 6				
Corrections and Final Design	Engineer	30	130	3,900
Review	Quality Control Manager	12	150	1,800
Review	Project Manager	9	180	1,620
Review	Principal	6	210	1,260
Task 7				
Cost Estimate	Engineer	12	130	1,560
Review	Project Manager	2	180	360
Task 8				
Specification/Construction Docs.	Engineer	12	130	1,560
Review	Project Manager	15	180	2,700
Review	Principal	6	210	1,260
Miscellaneous Costs	Insurance			810
	Supplies/Printing			2,500
Grand Total				44,840

10% contingency:

\$ 4,484



City Council Agenda Report

ITEM NO. 13

DATE: March 2, 2022

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Ted Gerber, Director of Public Works
Tatevik Barakazyan, Associate Engineer

SUBJECT: **Authorize a Contract Amendment with W. G. Zimmerman Engineering, Inc. for Professional Consulting Services to Conduct the Transportation Impact, Noise, and Air Quality Analysis for the Mixed-Use Development Project at 815 Fremont Avenue in an Amount Not-to-Exceed \$2,500, for a Total Not-to-Exceed Contract Amount of \$27,091.25**

Recommendation

It is recommended that the City Council authorize the City Manager to execute a contract amendment with W. G. Zimmerman Engineering, Inc. for professional consulting services to conduct the transportation impact, noise, and air quality analysis for the mixed-use development project at 815 Fremont Avenue in an amount not-to-exceed \$2,500, for a total not-to-exceed contract amount of \$27,091.25.

Background

The project site currently consists of a one-story restaurant and surface-level parking. The proposed project consists of the construction of a 4-story mixed-use development to include 50 multi-family dwelling units, approximately 4,000 square feet of commercial space and sublevel parking. Pursuant to Article 19 of the California Environmental Quality Act (CEQA) Guidelines, the project may qualify for Class 32 Categorical Exemption for "In-Fill Development Projects". If demonstrated that the proposed development would not result in any significant effects on the environment relating to traffic, noise, and air quality, the project will be declared categorically exempt from the requirement for the preparation of environmental documents.

On June 9, 2021, staff issued a Request for Proposals (RFP) for professional services to conduct the traffic, noise, and air quality analysis for the proposed development. Subsequently, staff reviewed the received proposals and, in compliance with Government Code Section 4526, selected W. G. Zimmerman Engineering, Inc. (Consultant) as the most qualified consultant for the professional services.

Analysis

On September 27, 2021, a professional services contract was executed with the Consultant in the amount not-to-exceed \$24,591.25. Subsequent to the execution of the contract, Consultant prepared the acoustical assessment of the project, which evaluated off-site mobile noise as a result of the increase in traffic volumes. The CEQA analysis requires the expansion of the noise analysis to include noise and vibration levels resulting from construction and operation of the project. The approved scope of work was determined to be insufficient for the completion of the noise analysis, and additional funds are necessary to determine the significance of the project's impact.

Fiscal Impact

The property owner/developer is responsible for the payment of the costs for the professional services, plus a fifteen percent (15%) administrative fee to the City. A deposit in the amount of \$31,250 was made to the Development Deposit Account No. 101-0000-0000-2990-006, which covers the fees for contract services, staff administration, and a ten percent (10%) contingency. The contingency is sufficient to cover the contract amendment amount. The amended contract will be increased by \$2,500, for a not-to-exceed total contract amount of \$27,091.25.

Commission Review and Recommendation

This item was not reviewed by a commission.

Environmental Analysis

This item may qualify for CEQA Class 32 Categorical Exemption for "In-Fill Development Projects". If demonstrated that the proposed development would not result in any significant effects on the environment relating to traffic, noise, and air quality, the project will be declared categorically exempt from the requirement for the preparation of environmental documents.

Attachments:

1. First Amendment to Professional Services Agreement with W. G. Zimmerman Engineering, Inc.
2. Professional Services Agreement for Consultant Services with W. G. Zimmerman Engineering, Inc. (Original Agreement)

ATTACHMENT 1

First Amendment to Professional Services
Agreement with W. G. Zimmerman Engineering, Inc.

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES**

THIS AMENDMENT (“Amendment”) is made on this 16th day of February 2022, by and between the CITY OF SOUTH PASADENA (“CITY”) and W. G. ZIMMERMAN ENGINEERING, INC. (“CONSULTANT”).

RECITALS

WHEREAS, on September 27, 2022, the CITY and CONSULTANT entered into an Agreement for PROFESSIONAL CONSULTING SERVICES FOR CONSULTANT SERVICES (“Agreement”) for CONSULTANT to assist City in the preparation of the transportation impact, noise, and air quality analysis for the mixed-use development project at 815 Fremont Avenue; and

WHEREAS, the original Agreement was in the amount of \$24,591.25; and

WHEREAS, due to California Environmental Quality Act (CEQA) requirements for an expansion of the noise study to include noise and vibration levels resulting from construction and operation of the project, the CITY desires to amend the Agreement to increase the amount needed for CONSULTANT to complete the noise analysis report.

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

1. That Section 3.4 DEFINITIONS of the Agreement is hereby amended to read as follows:
“MAXIMUM AMOUNT”: The highest total compensation and cost payable to CONSULTANT by CITY under this agreement. The Maximum Amount under this Agreement is Twenty-Seven Thousand and Ninety-One Dollars and Twenty-Five Cents \$27,091.25.
2. That Section 12.2 Documentation of Insurance, of the Agreement is hereby corrected to read as follows:
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: Transportation Impact Analysis, Noise and Air Quality Analyses for 815 Fremont Ave.

That Section 12.11, Notices, of the Agreement is hereby amended to read as follows:

The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is listed in Section 14 NOTICES.

3. That Section 14 NOTICES of the Agreement is hereby amended to read as follows:

If to City

If to Consultant

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

William G. Zimmerman
W. G. Zimmerman Engineering, Inc.
17011 Beach Boulevard, Suite 1240
Huntington Beach, CA 92647
Telephone: (714) 799-1700

With courtesy copy to:

Andrew L. Jared
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd. Ste. 850
Pasadena, CA 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

4. Exhibit A SCOPE OF SERVICES of the agreement is amended to reflect an addition to the scope of work for Task 2 Noise and Air Quality Analysis, under the subheader for Noise, as follows:

“A supplemental noise analysis shall include construction activity and building operations. The supplement will use known values to determine the overall noise levels for these two activities. These values will be compared to the CEQA and South Pasadena criteria to determine mitigation measures, if needed. No sound measurements will be collected.”

5. Exhibit B APPROVED FEE SCHEDULE of the agreement is amended to reflect the increase in contract amount, with an additional line item: "\$2,500 Additional Noise Analysis", resulting in a revised Grand Total of \$27,091.25.
6. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

"City"
City of South Pasadena

"Consultant"
W. G. Zimmerman Engineering, Inc.

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

—
Date: _____

—
Date: _____

Attest:

By: _____
Christina Muñoz, Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Andrew L. Jared, City Attorney

Date: _____

ATTACHMENT 2

Professional Services Agreement for Consultant
Services with W. G. Zimmerman Engineering,
Inc.

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena / *W.G. Zimmerman Engineering, Inc.*)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and W.G. Zimmerman Engineering, Inc. (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: **Transportation Impact Analysis, Noise and Air Quality Analyses for 815 Fremont Avenue.**
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in the written Scope of Services attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Ghassan Shelleh, Deputy Public Works Director. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Twenty-Four Thousand Five Hundred Ninety-One Dollars and Twenty-Five Cents (\$24,591.25).
- 3.5. “Commencement Date”: September 1, 2021
- 3.6. “Termination Date”: June 30, 2022

4. TERM

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

5. CONSULTANT’S DUTIES

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

- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Chris Baca 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: Construction Management/Inspection Fair Oaks Traffic Signal Improvement Project
- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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

- Professional Liability Insurance: \$2,000,000 per occurrence,
\$4,000,000 aggregate
- General Liability:
 - General Aggregate: \$4,000,000
 - Products Comp/Op Aggregate \$4,000,000
 - Personal & Advertising Injury \$2,000,000
 - Each Occurrence \$2,000,000
 - Fire Damage (any one fire) \$ 100,000
 - Medical Expense (any 1 person) \$ 10,000
- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000
- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

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

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

- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of

insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.

- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Public Works, Ghassan Shelleh, South Pasadena, CA 95945.
- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

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

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

13. MUTUAL COOPERATION

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

14. NOTICES

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

If to City

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

If to Consultant

William G. Zimmerman
W.G. Zimmerman Engineering, Inc.
17011 Beach Boulevard, Suite 1240
Huntington Beach, CA 92647
Telephone: (714) 799-1700

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 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: DocuSigned by:
Armine Chaparyan
66F60388A0F24D7...
Signature

Printed: Arminé Chaparyan

Title: City Manager

Date: 9/16/2021

“Consultant”

W.G. Zimmerman Engineering, Inc.

By: [Signature]
Signature

Printed: William G. Zimmerman

Title: President

Date: 9/16/21

Attest:

By: DocuSigned by:
Christina Muñoz
BDCES37AC2E8433...
Lucie Colombo CMC, CPMC, City Clerk
9/27/2021
Date: _____

Approved as to form:

By: DocuSigned by:
Andrew Jand
DE98AF299029451...
Teresa L. Highsmith, City Attorney
9/27/2021
Date: _____

EXHIBIT A

Scope of Services

All tasks described in this agreement shall be completed within 5 weeks upon receiving “Notification to Proceed” from the City.

Task 1. Transportation Impact Analysis (TIA)

Consultant to prepare a Transportation Impact Analysis for the mixed-use project at 815 Fremont Avenue. The proposed project will construct multi-family residential dwelling units and approximately 4,000 S.F. commercial and retail space. Project automobile access/egress will be provided via two-full access driveways. Driveways will have access to Hope Street and Fremont Avenue separately.

City of South Pasadena Transportation Impact Analysis Methodology, (amended and approved by the City Council on May 20, 2020), and the City’s Request for Proposal issued on June 9, 2021 shall be used to prepare this report.

Initial Intersection Impact Analysis

Consultant shall receive formal approval for the Initial intersection Impact Analysis from the Director of Public Works before initiating the TIA. The Initial Intersection Analysis at minimum should include the following:

- Consultants recommended list of study intersections within the project’s impact area no less than a mile radius from the proposed site.
- Proposed methodology for determining existing volumes
- Trip generation rates and any trip credits to be used for proposed and existing land uses, based on data from the Institute of Transportation Engineers (ITE) Trip Generation Manual
- Appropriate annual traffic volume growth rate for the project study area
- Trip Distribution pattern(s) and trip assignment
- VMT analysis results
- LOS analysis results

Draft and Final Transportation Impact Analysis

Consultant shall prepare the TIA report per Initial Intersection Impact Analysis approved by the City’s Director of Public Works. The TIA will analyze and evaluate project impacts using, but not limited to, VMT for CEQA compliance and LOS analyses.

Task 2. Noise and Air Quality Analysis

Noise

Prepare an acoustical assessment for the project located at 815 Fremont Avenue. Evaluate potential operational noise level associated with the proposed project and determine the level of impact the project would have on the environment. Calculate existing roadway noise level for the roadway segments in the project vicinity. The Federal Highway Administration (FHWA) Highway Traffic Noise Prediction Model (FHWA-RD-77-108) will be used to predict the noise level.

Air Quality Analysis

Perform the air quality evaluation based upon the California Emissions Estimator Model as prescribed by Southern California Air Quality Management District (SCAQMD).

Results shall provide the following:

- Worker transportation control measures during construction.
- Dust control measures during construction.
- Measures to minimize source emissions.
- Measures to minimize engine idling.
- Quantify daily emissions.
- Discuss odors associates with diesel fueled vehicles.
- Review consistency with SCAQMD Measures.
- Develop mitigation measures.

Deliverables: Draft and Final Noise/Air Quality Analysis

Task 3: Data Collection

Existing and proposed turning movement counts for the adjacent existing and proposed intersections and driveways should include the A.M. peak hour and P.M. peak hour (and other time periods as noted in the previous section). Daily traffic volumes shall be provided as 24-hour volumes, and peak hour volumes at intersections and driveways should be provided as turning movements. The analysis shall be based on traffic counts that are no more than one year old (or less if there are significant changes in traffic patterns). If current traffic volume data is not available from the City, the consultant shall be responsible to collect all necessary data. Daily volume collection must be coordinated to ensure acceptable noise and air quality analyses. Data will be collected from the locations shown below, at a minimum and be the basis of analysis for the Transportation Impact Analysis:

Street Segment Locations:

1. Fremont Avenue from Grevelia Street to Monterey Road
2. Mission Street from Meridian Avenue to Fair Oaks Avenue

Intersection Locations:

1. Fremont Avenue at Grevelia Street
2. Fremont Avenue at Magnolia Street
3. Fremont Avenue at Hope Street
4. Fremont Avenue at Mission Street
5. Fremont Avenue at El Centro Street
6. Fremont Avenue at Oxely Street
7. Fremont Avenue at Monterey Road
8. Hope Street at Mound Avenue
9. Mission Street at Mound Avenue
10. Fair Oaks Avenue at Grevelia Street
11. Fair Oaks Avenue at Magnolia Street
12. Fair Oaks Avenue at Hope Street
13. Fair Oaks Avenue at Mission Street
14. Fair Oaks Avenue at El Centro Street
15. Fair Oaks Avenue at Oxley Street
16. Fair Oaks Avenue at Monterey Road

Analysis Time Periods

The study should include an analysis of the impact of the development traffic on the adjacent street's weekday A.M. peak and P.M. peak hours, which normally occurs between 7:00 to 9:00 a.m. and 4:00 to 6:00 p.m., respectively. Midday and Weekend counts may also be required.

Traffic counts shall be collected in accordance with industry standards and established methodologies and at South Pasadena discretion.

Counts should be collected when schools and colleges are in session. Counts collected when schools and/or colleges are not in session shall be approved by the Director of Public works.

Deliverables: ADT counts for Fremont Avenue from Grevelia Street to Monterey Road and Mission Street from Meridian Avenue to Fair Oaks Avenue, and Sixteen intersection Peak Hour turning movement counts

Task 4. Travel Demand Management (TDM) Evaluation

TDM is applying various travel strategies to maximize commuter choices to reduce single occupancy vehicles on street corridors and improve air quality. FHWA has developed a methodology to determine the applicability of these different travel strategies to projects. Follow

the FHWA methodology to assess which strategies would be applicable to the project located at 815 Fremont Avenue. TDM strategies should be evaluated and may include, but not limited to the following:

- Parking strategies to share parking or reduce on-site parking.
- Transit passes and/or transit cash-out
- Bikeshare program with 10 or more bikes
- Carshare program with two or more vehicles
- Shuttle service to major transit stops
- On-site transit kiosk
- Complete Streets measures
- Pedestrian lighting to and from major transit stops
- Pedestrian and Bike Traffic signal upgrades/enhancements
- Installation of non-vehicular improvements at studied intersections

Prepare a Technical Memorandum evaluating the workable TDM strategies and summary of recommendations in a draft and final report format.

Deliverables: TDM Evaluation and Recommendation Memorandum

Task 5. Parking Impact

Conduct a parking analysis on surrounding businesses. The parking analysis will be based upon the ITE Parking Generation to determine peak parking requirements for each business. Conduct a parking analysis for the commercial /retail center for the project development using both the ITE Parking Generation and the Urban Land Institute guidelines.

Deliverables: Draft and Final Parking Needs Technical Memorandum

Task 6. Trip Generation and Applicable Trip Credits

Use the latest edition of the ITE Trip Generation Manual to determine the existing trips generated by the restaurant currently located on the site. Rates should be calculated using the weighted average formula when applicable. The trip credits will be applied to the trip generated by the mixed-use project. Trip credits are given to certain uses located on major corridors and/or within the Transit Oriented District (TOD). The trip discounts must be consistent with the City's current practice.

Deliverables: Trip Credit Calculations based upon ITE Trip Generation Manual

Task 7. Project Meetings

If requested by the City, Consultant shall participate in virtual or in-person meetings and conference calls with the City, Project team, Commissions, Council and/or Owner to review analysis progress and results up to the not-to-exceed amount listed in the Fee Estimate section of

this proposal. Participation in meetings and conference calls requested beyond the task fee limit will need to be approved via a contract extension.

EXHIBIT B

Schedule of Fees

Our total Fee, based upon our Scope of Work, Not-to-Exceed, is **\$24,591.25**. Our Fee Summary is provided below:

City of South Pasadena					
815 Fremont Avenue Mixed-Use Project Transportation Impact Study					
Task	Principal	PE	DE	Total Labor	WGZE Task
	\$220	\$155	\$115	Hours	Fee
Meetings (4 Total)	8	0	4	12	\$2,220.00
Transportation Impact Analysis	4	6	50	60	\$7,560.00
Noise and Air Quality Evaluation	2	2	10	14	\$1,900.00
Data Collection	0	0	1	1	\$115.00
TDM Evaluation	2	2	10	14	\$1,900.00
Parking Impact	1	1	10	12	\$1,525.00
Trip Generation/Trip Credits	1	1	8	10	\$1,295.00
Subtotal	18	12	93	123	\$16,515.00
Birdseye Planning Group (Air Quality Evaluation)					\$4,160.00
Counts Unlimited (Traffic Data)					\$3,200.00
Other Direct Costs @ 3%					\$716.25
GRAND TOTAL					\$24,591.25



City Council Agenda Report

ITEM NO. 14

DATE: March 2, 2022

FROM: Armine Chaparyan, City Manager *AC*

PREPARED BY: Lucy Demirjian, Management Services Director
Belinda Varela, Human Resources and Risk Manager

SUBJECT: Authorize a Contract Amendment with HR Dynamics & Performance Management Inc., for Additional Analysis on the Compensation & Benefits Study, in an Amount Not-to-Exceed \$15,000 for a Total Not-to-Exceed Contract Amount of \$40,000

Recommendation

It is recommended that the City Council authorize the City Manager to execute the contract amendment with HR Dynamics & Performance Management Inc., in an additional not-to-exceed amount of \$15,000, for additional analysis on the Compensation & Benefits Study.

Background

In November 2021, in preparation of labor negotiations, City staff secured the professional consultant services of Rhonda Strout-Garcia of HR Dynamics and Performance Management for the purpose of the completion of a compensation and benefits study of all full-time classifications. This compensation and benefits study is an update to the 2019 study. During the 2019 compensation and benefits study, City staff, the Consultant, and representatives from the South Pasadena Firefighters' Association, South Pasadena Police Officers' Association, and the South Pasadena Public Service Employees' Association all provided input as to which cities should be included as benchmark survey cities for the study. A total of 85 full-time classifications were examined and nine cities were selected as benchmark cities for the study.

Newly created positions or updates to current titles and job functions have occurred, and require further research and analysis. As such, staff is recommending a contract amendment to expand the original scope to provide for the additional analysis to complete the study.

Analysis

City staff has identified changes and updates to classifications and work functions, and these updates and changes in classification require further analysis. As such, Staff is recommending a contract amendment to expand the scope of work within the

Compensation & Benefits Study, to include 1) surveying the additional new classifications, 2) assisting the City with implementation of the survey results, and 3) responding to questions/challenges that may be presented by the associations once the data is shared during labor negotiations.

Fiscal Impact

On February 16th, 2022, City Council approved mid-year budget adjustments, in which these funds and updated costs were included. There are sufficient funds within the Management Services - Human Resources Professional Services account in the amount of \$15,000 to cover the additional costs.

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. Proposed Contract Amendment
2. Original Contact

ATTACHMENT 1
Proposed Contract Amendment



PROPOSAL FOR HUMAN RESOURCES CONSULTING

February 11, 2022

CITY OF SOUTH PASADENA – CONTRACT AMENDMENT

HR Dynamics & Performance Management, Inc. is pleased to provide the City of South Pasadena with a new Scope of Work associated with a contract amendment, for additional professional human resources consulting services. The City has the need for skilled project-oriented human resources services in the areas of Classification and Compensation. HR Dynamics & Performance Management, Inc. consultants are uniquely qualified to perform the services desired, with successful backgrounds in public sector human resources management, and extensive service to public, private, and non-profit agencies.

CONTRACT AMENDMENT – NEW SCOPE OF WORK *

- 1) Conduct salary and benefit surveys for newly created positions, and/or revise survey results based on new or updated job descriptions; collect, analyze, and summarize data.
- 2) Add newly collected survey data to the 2021 survey results and revise the Executive Summary report.
- 3) Prepare a Power Point presentation with summary results.
- 4) Provide advisement to the City concerning the 2021/22 Compensation and Benefits Survey results and implementation; research and respond to inquiries concerning the data and findings from management and/or employee associations.

**Defined work shall be performed independently by the Consultant, who shall determine the manner and means in which to achieve the described work products.*

FEES FOR SERVICES

The above services shall be provided on an hourly basis at the rate of \$135/hour, not to exceed \$15,000.

AGREEMENT

ARMINE CHAPARYAN,
City Manager
City of South Pasadena

Rhonda D. Strout-Garcia

RHONDA D. STROUT-GARCIA,
Principal Consultant/Owner
HR Dynamics & Performance
Management, Inc.

2-11-2022

February 11, 2022

February 11, 2022

HR DYNAMICS & PERFORMANCE MANAGEMENT, INC.
Henry T. Garcia, Principal Consultant/Owner
Rhonda D. Strout-Garcia, Principal Consultant/Owner
Website: HRDPM.COM.
(951) 999-1617 or (951) 905-0025

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR HR CONSULTING SERVICES**

THIS AMENDMENT (“Amendment”) is made on this 2nd day of March 2022, by and between the CITY OF SOUTH PASADENA (“CITY”) and HR DYNAMICS & PERFORMANCE MANAGEMENT, INC. (“CONSULTANT”).

RECITALS

WHEREAS, on November 30, 2021, the CITY and CONSULTANT entered into an Agreement for PROFESSIONAL SERVICES (“Agreement”) for CONSULTANT to complete and update to the city-wide compensation study for 86 job classifications, utilizing nine (9) comparable agencies; and

WHEREAS, the original Agreement was in the amount of \$24,995, which included all expenses and project costs defined in the Scope of Services; and

WHEREAS, the CITY desires to execute the first amendment to the Agreement to survey additional positions and assist staff with implementation of the results; and

WHEREAS, due to the addition in the scope of work the CITY desires to amend the Agreement to increase the amount needed for CONSULTANT to complete the survey.

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

1. That Section 2.4 “Maximum Amount” of the Agreement is hereby amended to read as follows:
“Maximum Amount”: The highest total compensation and cost payable to CONSULTANT by CITY under this agreement. The Maximum Amount under this Agreement is Forty Thousand Dollars (\$40,000).
2. That Section 13 NOTICES of the Agreement is hereby amended to read as follows:

If to City

Belinda Varela
HR and Risk Manager
City of South Pasadena
Management Services Dept
1414 Mission Street
South Pasadena, CA 91030

Telephone: (626) 403-7312

If to Consultant

Rhona D. Strout-Garcia
Principal Consultant/Owner
HR Dynamics & Performance
Management, Inc.
461 Green Orchard Pl.
Riverside, CA 92506

Telephone: (951) 905-0025

With courtesy copy to:

Andrew L. Jared
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd. Ste. 850
Pasadena, CA 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

3. Exhibit A SCOPE OF SERVICES of the agreement is amended to reflect an addition to the scope of work as follows:
 - 1) surveying the additional new classifications,
 - 2) assisting the City with implementation of the survey results, and
 - 3) responding to questions/challenges that may be presented by the associations once the data is shared during labor negotiations.
4. Exhibit B APPROVED FEE SCHEDULE of the agreement is amended a total fee amount of \$40,000, to reflect the increase in contract amount by \$15,000 for additional work to complete the additional scope of services.
5. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

“City”
City of South Pasadena

By: _____
Signature

Printed: _____

Title: _____

Date: _____

“Consultant”
HR Dynamics & Performance
Management, Inc.

By: _____
Signature

Printed: _____

Title: _____

Date: _____

Attest:

By: _____
Christina Muñoz, Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Andrew L. Jared, City Attorney

Date: _____

ATTACHMENT 2

Original Contract



INVOICE FOR SERVICES RENDERED
PROFESSIONAL HUMAN RESOURCES CONSULTING SERVICES
CITY OF SOUTH PASADENA

January 4, 2022

Consulting Services:

Completion of Update to the 2019 City-wide Compensation Study for 86 job classifications, utilizing nine (9) comparable agencies, per PSA and Scope of Work effective November 30, 2021.

INVOICE AMOUNT DUE: \$24,995.00 (Inclusive of all expenses and represents project cost for defined scope of work)

PLEASE REMIT PAYMENT TO:

***HR DYNAMICS & PERFORMANCE MANAGEMENT, INC.
461 GREEN ORCHARD PL
RIVERSIDE, CA. 92506***

Thank You for the Opportunity to Provide Consulting Services to
the City of South Pasadena!

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

**(City of South Pasadena /HR DYNAMICS & PERFORMANCE MANAGEMENT, INC.
IDENTIFICATION)**

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

1. RECITALS

- 1.1. City has determined that it requires the following professional services from a consultant: for an update to the 2019 Total Compensation Study.
- 1.2. 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.
- 1.3. 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:

2. DEFINITIONS

- 2.1. “Scope of Services”: Human Resources Consulting Services
- 2.2. “Agreement Administrator”: The Agreement Administrator for this project is Rhonda D. Strout-Garcia and Principal Consultant/Owner. 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
- 2.3. “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.

- 2.4. **“Maximum Amount”**: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Twenty Four, Nine Hundred and Ninety Nine Dollars \$24,995.
- 2.5. **“Commencement Date”**: November 16, 2021.
- 2.6. **“Termination Date”**: November 12, 2022.

3. 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.

4. CONSULTANT’S DUTIES

- 4.1. **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.
- 4.2. **Coordination with City**. In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 4.3. **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.
- 4.4. **Business License**. Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 4.5. **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.).

- 4.6. **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.
- 4.7. **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. HR Dynamics & Performance Management, Inc. shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 4.8. **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.
- 4.9. **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.
- 4.10. **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.
- 4.11. **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.

5. SUBCONTRACTING

- 5.1. **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.
- 5.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 5.3. **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.
- 5.4. **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.

6. COMPENSATION

- 6.1. **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.
- 6.2. **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.
- 6.3. **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.

- 6.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 6.5. **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.
- 6.6. **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.
- 6.7. **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.

7. 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.

8. 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.

9. RELATIONSHIP OF PARTIES

- 9.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 9.2. **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.

- 9.3. **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.
- 9.4. **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.

10. 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.

Professional Services Agreement – Consultant Services

Page 6 of 14

Approved For Use 11/15/16

- 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.

11. INSURANCE

- 11.1. **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.
- 11.2. **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: Human Resources Consulting Services
 - Documentation of Best's rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.
- 11.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- **General Liability:**
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$2,000,000
 - Each Occurrence \$2,000,000
 - Fire Damage (any one fire) \$ 100,000
 - Medical Expense (any 1 person) \$ 10,000

- **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

- 11.4. **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.

- 11.5. **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.

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

- 11.7. **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.

- 11.8. **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.

- 11.9. **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.
- 11.10. **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: Lucy Demirjian, Director of Management Services, South Pasadena, CA 95945.
- 11.11. **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.
- 11.12. **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.
- 11.13. **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.

11.14. 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.

11.15. 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.

12. MUTUAL COOPERATION

12.1. 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.

12.2. 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.

13. NOTICES

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

If to City

Lucy Demirjian
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7213
Facsimile: (626) 403-7241

If to Consultant

Rhonda D. Strout-Garcia
Principal Consultant/Owner
HR Dynamics & Performance Management,
Inc.
461 Green Orchard Pl, Riverside, CA 92506
Telephone (951) 905-0025

With courtesy copy to:

Andrew Jared
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd. Ste. 850
Pasadena, CA 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

14. 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.

15. TERMINATION

- 15.1. **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.
- 15.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 15.3. **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.
- 15.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

16. INTERPRETATION OF AGREEMENT

- 16.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 16.2. **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.
- 16.3. **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.
- 16.4. **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).
- 16.5. **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.
- 16.6. **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.

17. GENERAL PROVISIONS

- 17.1. **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.
- 17.2. **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.


- 17.3. **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.
- 17.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 17.5. **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.
- 17.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 17.7. **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.
- 17.8. **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.
- 17.9. **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.


17.10. **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.

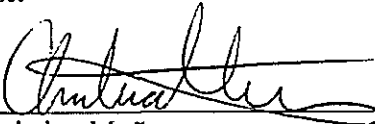
17.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.

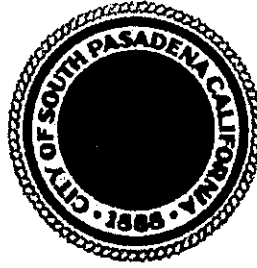
17.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

“City”
City of South Pasadena
By: 
Signature
Printed: Arminé Chaparyan
Title: City Manager
Date: 11/30/2021

“Consultant”
HR Dynamics & Performance Management,
Inc.
By: 
DocuSigned by:
6A2D4A5E7A5B438...
Signature
Printed: Rhonda Strout-Garcia
Title: Principal Consultant
Date: 11/29/2021

Attest:
By: 
Christina Muñoz
Acting Deputy City Clerk
Date: 11/30/2021



PROPOSAL FOR COMPENSATION STUDY

CITY OF SOUTH PASADENA

HR DYNAMICS & PERFORMANCE MANAGEMENT, INC.

November 16, 2021

HR Dynamics & Performance Management, Inc. is pleased to provide the City of South Pasadena with a proposal for professional Human Resources Consulting services.

SCOPE

The City of South Pasadena has expressed the need to conduct a City-wide Total Compensation Study. The Study shall include up to 85 job classifications, utilizing nine (9) comparable agencies.*

**Defined work shall be performed independently by the Consultant, who shall determine the manner and means in which to achieve the described work products.*

METHODOLOGY

Tasks
Step 1 – Preparation/Data Collection
1. Identify key Human Resources contacts within each comparable agency for liaison purposes with regard to data collection and issues of clarification. Contact the liaisons to obtain support for salary and benefit survey participation.
2. Research and identify preliminary data publically available via website information, including salary resolutions/schedules, and organizational charts.
Step 2 – Total Compensation Survey
1. Conduct salary and benefits survey with prescribed comparable agencies utilizing prior job matching conducted in the City's 2019 total compensation survey; research and determine new comparable classes for any job matches (classifications) no longer in existence in the comparable agencies.

Tasks
2. Review approximately 53 MOU's for the prescribed nine comparable agencies; extract benefits data and City-paid costs consistent with the City's 2019 total compensation survey; prepare a summary document listing each agency's MOU's and benefit provisions to include Deferred Comp matching, Cafeteria Plan (Health/Dental/Vision); Retirement; Retirement Pickup; and CalPERS Formula; enter benefit data into the total-compensation survey templates for each job classification.
3. Obtain salary schedules for each of the prescribed comparable agencies, and extract base salary data for the City's 85 job classifications; enter salary data into the total-compensation survey templates for each job classification.
4. Conduct follow-up with comparison agencies to obtain requested data when otherwise not available on-line.
5. Compile and analyze survey data; compute market averages for both base salary and total compensation.
Step 3 – Preliminary and Final Reports
1. Prepare executive summary describing base salary and total compensation survey results.
2. Prepare and submit draft report to the City Manager and Human Resources/Risk Manager consisting of individual pages for each classification, and a cover page/executive summary of the process and results; receive feedback and make necessary adjustments.
3. Prepare and submit final report.

CONSIDERATION

For the services described above, the fee shall consist of a flat rate of \$24,995, inclusive of all expenses.

Fees are estimated as follows:

Salary collection @ 2.5 hours per agency for nine (9) agencies	23 hours
Benefit data collection/extraction/data entry @ 2.5 hours per MOU (x54 MOU's)	135 hours
Calculations, analysis and report preparation	27 hours

Approximately 185 hours @ \$135/hour

AGREEMENT



ARMINE CHAPARYAN,
City Manager
City of South Pasadena



RHONDA D. STROUT-GARCIA,
Principal Consultant/Owner
HR Dynamics & Performance
Management, Inc.

11/22/2021

Date

11/23/2021

Date



HR DYNAMICS & PERFORMANCE MANAGEMENT, INC.

Henry T. Garcia, Principal Consultant
Rhonda D. Strout-Garcia, Principal Consultant

***Premier Consulting Services provided by Seasoned Public Sector Professionals
Customized to Meet the Client's Needs***

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>HR Dynamics & Performance Management, Inc.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____ </p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>461 Green Orchard Place</p> <p>6 City, state, and ZIP code</p> <p>Riverside, CA 92506</p> <p>7 List account number(s) here (optional)</p>
	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									
4	6		5	4	7	9	2	9	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Ann D. Darcia</i>	Date ▶ <i>11/16/2021</i>
------------------	---	--------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



City Council Agenda Report

ITEM NO. 15

DATE: March 2, 2022

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: H. Ted Gerber, Director of Public Works

SUBJECT: **Approve the Proposed Project List and Direct Staff to Submit the List to the Arroyo Verdugo Communities Joint Power Authority (AVCJPA) for the Measure M Multi-year Subregional Program (MSP) Funding Plan**

Recommendation

It is recommended that the City Council approve the proposed project list and direct staff to submit the list to the Arroyo Verdugo Communities Joint Power Authority (AVCJPA) for the Measure M Multi-year Subregional Program (MSP) Funding Plan.

Background

On November 8, 2016, voters approved Measure M, which is a ½-cent sales tax measure to provide funding for transportation improvements across Los Angeles County. The Los Angeles County Metropolitan Transportation Authority (Metro) adopted Measure M Guidelines to establish a process by which subregional funds under Measure M are programmed by the subregions' respective governing entities. As a result, the San Gabriel Valley Council of Governments (SGVCOG) was tasked with programming and administering the Measure M MSP funds through the development of five-year subregional fund programming plans in the San Gabriel Valley. On October 4, 2017, the Arroyo Verdugo Steering Committee, comprised of the Cities of Burbank, Glendale, La Canada Flintridge, Pasadena, South Pasadena, and the Los Angeles County Board of Supervisors Office, established the AVCJPA to address regional transportation planning, and facilitate the distribution of Measure M funds in the sub-region.

The AVCJPA received \$24M over the first five fiscal years of the Metro Measure M program and another \$10.5M for fiscal years 2022-2023 and 2023-2024, of which South Pasadena was allocated approximately \$1.7M in Measure M MSP Program funding. From 2018 to 2021, several actions were taken to identify, submit, and reconsider the City's project submissions to the AVCJPA. On August 17, 2021, the Mobility and Transportation Infrastructure Commission (Commission) approved a motion recommending a list of projects for City Council's approval to be submitted to the AVCJPA. The project list was reviewed, prioritized, and approved by the Mobility and

Infrastructure Commission (MTIC) on November 16, 2021. Upon Council's approval, staff will submit the project list to the Arroyo Verdugo Communities Technical Advisory Committee (AVCTAC) for feedback in March 2022, before consideration by the AVCJPA Governing Board in June 2022, and expected Metro approval in November 2022. The projects are also represented in the Fiscal Year (FY) 2022-2027 Capital Improvement Program (CIP) to be adopted in 2022.

Analysis

With a current funding limitation of \$1.7M, and multiple projects to be submitted to the AVCJPA, the project list has been prioritized as shown below. Once funding is committed by the AVCJPA in 2022, project related work may begin, including any necessary feasibility studies, detailed cost estimates, designs, and construction. Staff will work to minimize the project implementation cost; however, the available funds may not be sufficient to execute all the projects recommended by the MTIC. As a result, project prioritization would ensure the MTIC's input is recognized when funding is allocated in part, if not to the entirety of the project list. Staff will work to identify additional funding sources and capital improvement project synchronization to further support financial backing for these projects.

The prioritized proposed project list includes:

(1) Orange Grove Avenue Widening from Oliver Street to Arroyo Seco Parkway

Combined with funding from Metro Measure R Mobility Improvement Projects, these improvements would install a second continuous southbound lane on the west side of Orange Grove Avenue by modifying the adjacent right-of-way, mainly the west curb and parkway. In its present configuration, moving southbound along Orange Grove from Columbia Street, the western southbound lane abruptly narrows and then ends south of Oliver Street. This abrupt merging of the lanes creates challenging navigation for drivers, especially those destined for the southbound Arroyo Seco Parkway, which appears to be the predominate pathway of many traveling in this direction. The new western southbound lane would terminate into the southbound Arroyo Seco Parkway entrance right-turn lane. An added benefit of the project and its modifications to the western parkway include relocating the ornamental parkway street lamps, which have occasionally been struck, given their proximity to passing vehicles. Significant negative impacts to pedestrian usage of the parkway are not expected, as there exists a wall along most of the route, where no homes are fronted on Orange Grove Avenue. The Metro Measure M MSP funding request for this project is **\$500,000**, potentially supplemented with Metro Measure R Mobility Improvement Project funds.

(2) Columbia Street Striping and Signals from Columbia Place to West of Orange Grove Avenue

Combined with funding from Metro Measure R Mobility Improvement Projects, these improvements would restripe Columbia Street to add a two-way centered turn

lane, and various traffic signals improvements along the corridor, without any significant reduction in parking. At present, Columbia's wide two-lane configuration promotes speeding and disorderly traffic flow. In addition, the lack of a turn lane leads to congestion behind left-turning vehicles accessing lateral streets or driveways. The addition of continuous edge lines, left turn pocket lanes at intersections, and continuous turn lanes to service driveways between intersections, is expected to guide drivers, mitigate turning conflicts, and manage speed in the narrowed east and west through lanes. At the ends of the project east of Columbia Place near Fair Oaks, and west of Orange Grove, the center turn lane narrows to taper into the existing double yellow center line. The planned project also addresses improvements to the offset intersection along Columbia St at Fremont Ave and Pasadena Ave, realigning the lanes to promote orderly movement through the intersection, and the left-and-right-turn lane pockets. The improvements are not expected to remove any existing parking, with the exception of adding a red curb along the large-radius curved Pasadena/Columbia intersection northeast corner, clarifying that parking is prohibited in the intersection right-turn lane. Coordination with Caltrans and the City of Pasadena are necessary to reconfigure this intersection, as well as upgrades to the signal and equipment modernization. Signal improvements and equipment modernization at Orange Grove Avenue, including the addition of a west-to-southbound protected left-turn arrow, where eastbound and westbound movements are separately phased, is expected to improve safety for eastbound vehicles and pedestrians in the southern crosswalk. The Metro Measure M MSP funding request for this project is **\$300,000**, potentially supplemented with Metro Measure R Mobility Improvement Project funds for the signal upgrades, and supplemented by City of Pasadena equitable contributions.

(3) Garfield Avenue and Monterey Road Traffic Signal

The project consists of an installation of a traffic signal at the currently all-way stop controlled intersection. At present, the intersection inefficiently requires drivers to proceed and stop multiple times before reaching the intersection. The analysis would include a traffic study as well as coordination and potential cost sharing with the City of San Marino. The Metro Measure M MSP funding request for this project is **\$400,000**.

(4) Grevelia Street and Fair Oaks Avenue

The project would provide a traffic safety improvement to better accommodate the westbound to northbound two-lane right-turn movement from Grevelia Street to Fair Oaks Avenue. Expanding the current approximate 12-foot curb radius to a 25-foot curb radius would encapsulate the area containing an exposed truncated dome pad, and guide vehicles away from striking the curb or interfering with the path of an adjacent turning vehicle. The expanded northern curb radius would be accompanied by shifting the eastern Grevelia striping southward, removing the

parking in this area, and consolidating eastbound Grevelia to one lane. Coordination with Caltrans to restrict the northern SR-110 off-ramp lane from traveling eastbound would accommodate the lane reduction east of the intersection. This may require additional funding from Metro Measure R Mobility Improvement Projects. This change would modify the northern off-ramp lane to a left-turn only, which is the existing predominate use, and better align the west and east sides of the intersection until a future SR-110 off-ramp project offers a permanent alignment. In addition to the curb reconfiguration and restriping, the existing switchback east-west access ramp would be converted to a conventional north-south long-sloped ramp by moving the northbound mast-arm signal pole approximately 10 feet to the north. The “No Turn on Red” sign along westbound Grevelia would likely be replaced with a “No Right Turn” blank-out LED sign that displays the “No Right Turn” sign when the opposing off-ramp is emptying on a green light. The LED sign is not visible at other times, allowing a right-turn on red to improve traffic flow. The Metro Measure M MSP funding request for this project is **\$200,000**.

(5) Rectangular Rapid-Flashing Beacons (RRFBs)

The project consists of the installation of RRFBs at the following locations at an approximate cost of **\$322,624**:

- Fair Oaks Avenue at Spruce Street
- Huntington Drive at Court Avenue
- Huntington Drive at Maple Street
- Meridian Avenue at Bank Street
- Huntington Drive at Wayne Street marked crosswalk removal, as it lacks pedestrian controls, and there is not a bus transit stop at this location.

(6) Meridian Avenue and Oak Street Realignment

Where any portions of the above projects are deemed infeasible, a reserve project for funding consideration includes the realignment of the southern curb line of Oak Street near Meridian Avenue to relocate the marked crosswalk to north of its current location, and at a right angle to the curb. The realignment would require relocation and reconstruction of the access ramp and catch basins at the intersection.

(7) Meridian Avenue Americans with Disabilities Act (ADA) Compliant Curb Ramps from Kendall Avenue to Gillette Crescent

Where any portions of the above projects are deemed infeasible, a reserve project for funding consideration includes the installation of ADA compliant curb ramps along Meridian Avenue, where absent, or not included in another capital project.

Measure M Subregional Program Funding Project List Approval

March 2, 2022

Page 5 of 6

Fiscal Impact

Approximately \$1.7M is available over seven years (FY 2016-2017 to FY 2023-2024) to the City of South Pasadena for transportation projects through the AVCJPA Measure M MSP Program. The Program funding has been allocated on a per capita basis through the AVCJPA to the City. This funding can be applied to traffic studies, environment assessments, design, and construction costs of the proposed projects, as shown below:

Priority	Project	7 Year MSP (FY 2016-2017 to FY 2023-2024)
1	Orange Grove Avenue Widening from Oliver Street to Arroyo Seco Parkway	\$ 500,000 Note (1)
2	Columbia Street Striping and Signals from Columbia Place to West of Orange Grove Avenue	\$ 300,000 Note (2)
3	Garfield Avenue and Monterey Road Traffic Signal	\$ 400,000 Note (3)
4	Grevelia Street and Fair Oaks Avenue	\$ 200,000 Note (1)
5	Rectangular Rapid-Flashing Beacons (RRFBs)	\$ 322,624
6	Meridian Avenue and Oak Street Crosswalk Realignment	Note (4)
7	Meridian Avenue Americans with Disabilities Act (ADA) Compliant Curb Ramps from Kendall Avenue to Gillette Crescent	Note (4)
TOTAL		\$1,722,624

Notes:

- (1) Potentially supplemented with Metro Measure R Mobility Improvement Project funds.
- (2) Cost sharing with the City of Pasadena and signal improvements potentially supplemented with Metro Measure R Mobility Improvement Project funds.
- (3) Cost sharing with the City of San Marino.
- (4) Reserve project for funding consideration where any portions of the above projects are deemed infeasible.

In October of 2021, Metro released their MSP funding estimates for Years 8 and 9 (FY 2024-2025 and FY 2025-2026), including \$537,150 allocated to South Pasadena in addition to the currently un-programmed \$1.7M.

Commission Review and Recommendation

The project list was reviewed, prioritized, and approved by the Mobility and Infrastructure Commission (MTIC) on November 16, 2021.

Environmental Analysis

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



City Council Agenda Report

ITEM NO. 16

DATE: March 2, 2022

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Lucy Demirjian, Management Services Director

SUBJECT: **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 from staff and the demographer on the redistricting process and permissible criteria to be considered to redraw district boundaries;
2. Conduct a public hearing to receive public input on district boundaries; and
3. Provide direction on proposed district map and next steps.

Background

Every ten years, cities with by-district election systems must use new census data to review and, if needed, redraw district lines to reflect how local populations have changed. This process, called redistricting, ensures all districts have nearly equal population. The redistricting process for the City of South Pasadena must be completed by April 17, 2021.

The City adopted its current district boundaries on October 4, 2017 (Ordinance No. 2318), changing from at-large to district-based elections with respect to electing members of the City Council. The City Council adopted a final District Elections map comprised of five districts. The districts must now be redrawn using the 2020 census data and in compliance with the FAIR MAPS Act, which was adopted by the California legislature as AB 849 and took effect January 1, 2020.

Under the Act, the district boundaries adopted by the City Council shall comply with following criteria in the listed order of priority (Elections Code 21601(c) for general law cities / 21621(c) for charter cities):

1. Substantially equal in population;
2. Geographically contiguous;
3. Undivided neighborhoods and "communities of interest;"
4. Easily identifiable boundaries; and

5. Compact (do not bypass one group of people to get to a more distant group of people)

More importantly, the adopted maps cannot favor or discriminate against a political party, incumbent, or political candidate.

Once the prioritized criteria are met, other traditional districting principles can be considered, such as:

1. Minimize the number of voters delayed from voting in 2022 to 2024;
2. Respect voters' choices / continuity in office; and
3. Future population growth.

By law, the City must hold at least four public hearings that enable community members to provide input on the drawing of district maps:

- At least one hearing must occur before the City draws draft maps.
- At least two hearings must happen after the drawing of draft maps.
- The fourth hearing can happen either before or after the drawing of draft maps.
- City staff or consultants may hold a public workshop instead of one of the required public redistricting hearings.

To increase the accessibility of these hearings, the City must take the following steps:

- At least one hearing must occur on a Saturday, Sunday, or after 6 p.m. on a weekday.
- If a redistricting hearing is consolidated with another local government meeting, the redistricting hearing portion must begin at a pre-designated time.
- Local public redistricting hearings should be made accessible to people with disabilities.

The public hearing process consists of two phases: 1) phase one seeks public input regarding communities of interest and 2) phase two seeks public input regarding election district boundaries. During the entire process, City staff and the demographer will inform the public about the redistricting process and teach them how to use the mapping tools.

A “community of interest” under the relevant Elections Code for cities (Section 21601(c) / 21621(c)) is “a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation. Communities of interest do not include relationships with political parties, incumbents, or political candidates.”

Possible features defining a community of interest might include, but are not limited to:

- A. School attendance areas;
- B. Natural dividing lines such as major roads, hills, or highways;

- C. Areas around parks and other neighborhood landmarks;
 - D. Common issues, neighborhood activities, or legislative/election concerns;
- and
- E. Shared demographic characteristics, such as:
 - (1) Similar levels of income, education, or linguistic insolation;
 - (2) Languages spoken at home; and
 - (3) Single-family and multi-family housing unit areas.

Summary

The City commenced the redistricting process in September, 2021 with the assistance of a demographer, National Demographics Corporation (NDC), and communications consultant, Tripepi Smith. The City has conducted comprehensive outreach to engage community stakeholders (Attachment 3). Efforts to date include:

- Dedicated webpage on redistricting with information on the process, schedule, and mapping tools.
- Social media, phone and email outreach promoting educational material on redistricting, including press releases, flyers and videos.
- Direct contact with community-based organizations via phone to inform them of the redistricting process and how to get involved.
- October 28, 2021 virtual community workshop about redistricting and communities of interest. Recording made available on the City website.
- Public Hearings held November 17, 2021 and January 19, 2022 to gather public input on neighborhoods and communities of interest.
- Community survey encouraging residents to share their communities of interest through the City's redistricting website.
- Mailer sent to all South Pasadena residents on January 14, 2022 with information on the redistricting process and schedule.
- January 31, 2022 virtual community workshop to review redistricting process, gather input on neighborhoods and communities of interest, and demonstrate the various mapping tools. Recording is available on the City website.

On November 17, 2021, the City Council held its first public meeting to receive a report on the redistricting process and permissible criteria to be considered to redraw district boundaries. Public input on communities of interest was also gathered during the meeting as well as an introduction to the City's redistricting website. Following the first public hearing, the City launched a survey asking residents to identify their communities of interest, which are communities that should remain intact in the redistricting process. Survey results and comments received throughout the process will be posted to the City's redistricting website. In addition, the online and paper mapping tools are now available for residents to draw their own maps for City Council to consider for adoption. Informational mailers were sent to residents early January to provide a brief explanation of the process, availability of mapping tools, and upcoming public meeting dates.

On January 19, 2022, the City Council conducted a second public hearing to seek additional public input on communities of interest, the composition of maps, and to

review the available public mapping tools. Following that hearing, a virtual community workshop was held on January 31, 2022 to demonstrate the various public mapping tools to the public.

Draft maps received by the February 18, 2022 deadline have been posted to the City's website and were made available at City Hall seven (7) days prior to the hearing as required by law (Attachment 1). NDC will present the draft maps and indicate those that meet criteria, such as population balance and geographical contiguity. Once the prioritized criteria are met, other traditional districting principles can be considered. The public hearing will seek input on favorable maps and narrowing down the draft map options.

Fiscal Impact

The FY 2021-22 Budget includes funding for the demographic consultant, outreach and meeting facilitation services, and translation services in the Elections Account 101-1020-1022-8170.

Next Steps

Following tonight's hearing, and upon direction from the City Council, draft district maps under consideration will be designated on the City website and available at City Hall. Public input on maps is encouraged throughout the process.

Public Hearings #4 is scheduled to be held on March 16 at 7:30 p.m. to review draft maps and consider adoption of a final district map in advance of the April 17, 2022 deadline. Since the district map established in 2017 was adopted by ordinance, a first reading and introduction (March 16) and second reading and adoption (April 6) of an ordinance will be required to ratify the new boundaries.

The adopted district map will be in effect for the next regular municipal election in November 2022.

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.

Public Noticing

A Public Hearing Notice was Published February 18, 2022 in the South Pasadena Review.

Attachments:

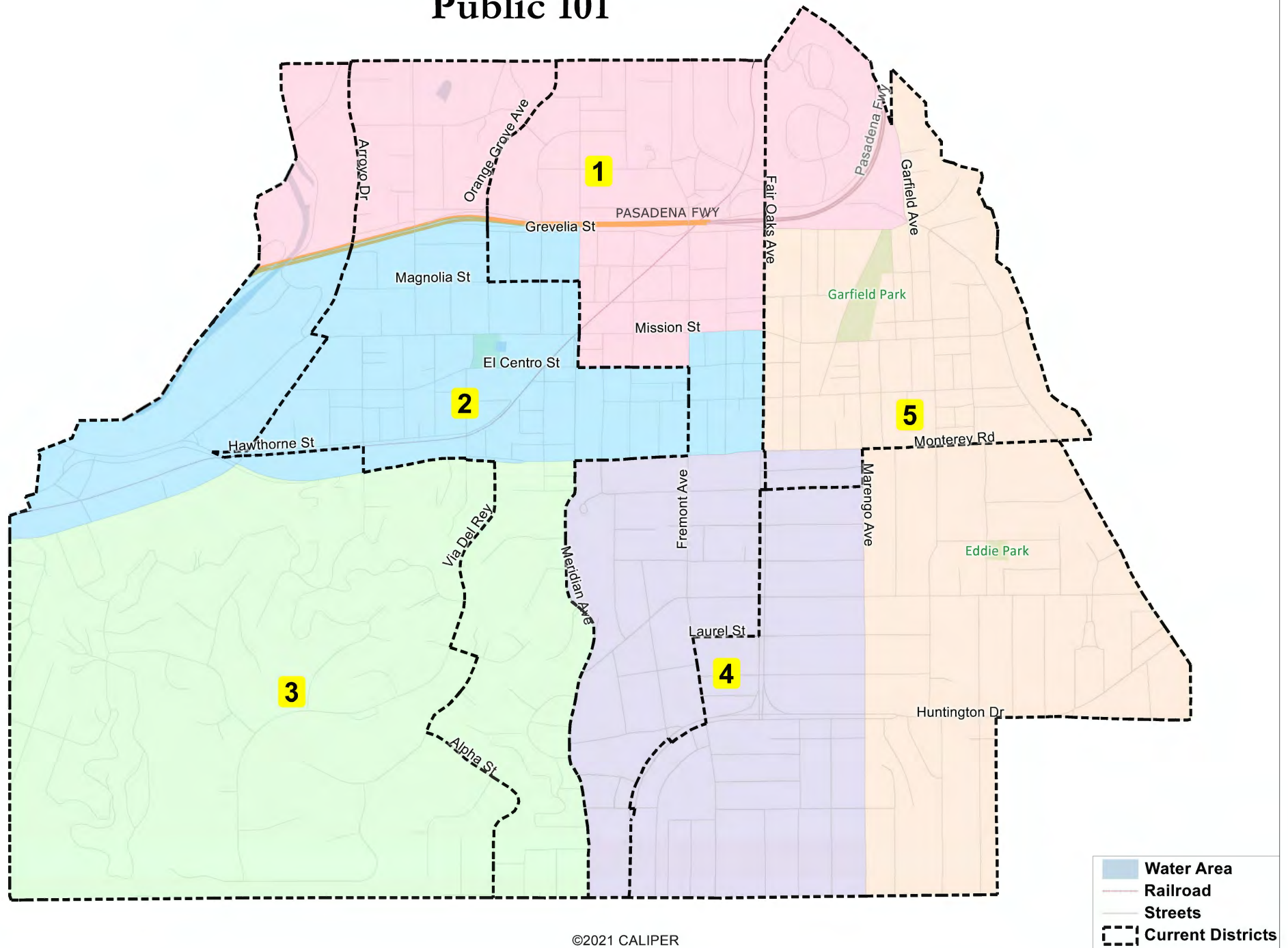
1. Draft maps
2. PowerPoint Presentation
3. Outreach report

ATTACHMENT 1

Draft maps

South Pasadena Redistricting 2022

Public 101



Public 101							
District		1	2	3	4	5	Total
	Total Pop	5,175	5,208	5,505	5,671	5,461	27,020
	Deviation from ideal	-229	-196	101	267	57	496
	% Deviation	-4.24%	-3.63%	1.87%	4.94%	1.05%	9.18%
Total Pop	% Hisp	23.1%	26%	14%	22%	20%	21%
	% NH White	37%	37%	29%	31%	46%	36%
	% NH Black	4%	3%	3%	3%	2%	3%
	% Asian-American	32%	31%	52%	42%	30%	38%
Citizen Voting Age Pop	Total	2,906	3,575	3,652	3,497	3,736	17,366
	% Hisp	17%	24%	11%	22%	18%	18%
	% NH White	55%	44%	44%	46%	61%	50%
	% NH Black	8%	5%	4%	2%	0%	4%
	% Asian/Pac.Isl.	20%	27%	42%	31%	21%	28%
Voter Registration (Nov 2020)	Total	3,066	3,344	3,804	3,693	3,910	17,817
	% Latino est.	21%	22%	11%	19%	15%	17%
	% Spanish-Surnamed	19%	20%	11%	18%	14%	16%
	% Asian-Surnamed	14%	15%	36%	23%	18%	22%
	% Filipino-Surnamed	2%	2%	1%	2%	1%	1%
	% NH White est.	57%	55%	48%	55%	66%	56%
	% NH Black	8%	6%	4%	1%	0%	4%
Voter Turnout (Nov 2020)	Total	2,647	2,891	3,329	3,174	3,488	15,529
	% Latino est.	20%	22%	11%	19%	14%	17%
	% Spanish-Surnamed	18%	20%	10%	17%	13%	16%
	% Asian-Surnamed	14%	14%	35%	22%	18%	21%
	% Filipino-Surnamed	2%	2%	1%	2%	1%	1%
	% NH White est.	57%	56%	49%	56%	67%	57%
	% NH Black	8%	6%	5%	2%	0%	4%
Voter Turnout (Nov 2018)	Total	1,781	2,061	2,601	2,379	2,842	11,664
	% Latino est.	20%	23%	11%	19%	13%	17%
	% Spanish-Surnamed	19%	21%	11%	18%	13%	16%
	% Asian-Surnamed	13%	12%	31%	19%	16%	19%
	% Filipino-Surnamed	2%	1%	1%	1%	1%	1%
	% NH White est.	58%	57%	52%	59%	70%	60%
	% NH Black est.	8%	6%	5%	1%	0%	4%
ACS Pop. Est.	Total	4,799	5,244	5,158	5,353	5,110	25,664
Age	age0-19	30%	26%	23%	28%	23%	26%
	age20-60	57%	55%	53%	56%	57%	55%
	age60plus	13%	19%	24%	17%	20%	19%
Immigration	immigrants	24%	24%	28%	28%	21%	25%
	naturalized	50%	62%	73%	63%	66%	63%
Language spoken at home	english	67%	65%	64%	61%	71%	66%
	spanish	10%	14%	8%	14%	9%	11%
	asian-lang	19%	17%	26%	23%	15%	20%
	other lang	4%	3%	2%	2%	5%	3%
Language Fluency	Speaks Eng. "Less than Very Well"	10%	12%	14%	15%	8%	12%
Education (among those age 25+)	hs-grad	21%	21%	19%	23%	22%	21%
	bachelor	33%	31%	34%	35%	35%	33%
	graduatedegree	37%	38%	33%	29%	35%	34%
Child in Household	child-under18	47%	33%	36%	38%	31%	37%
Pct of Pop. Age 16+	employed	70%	72%	67%	71%	70%	70%
Household Income	income 0-25k	12%	12%	6%	14%	7%	10%
	income 25-50k	9%	11%	7%	12%	16%	11%
	income 50-75k	14%	14%	9%	14%	11%	12%
	income 75-200k	49%	42%	39%	40%	44%	43%
	income 200k-plus	17%	21%	39%	21%	23%	24%
Housing Stats	single family	42%	46%	81%	49%	64%	56%
	multi-family	58%	54%	19%	51%	36%	44%
	rented	65%	56%	30%	60%	49%	53%
	owned	35%	44%	70%	40%	51%	47%

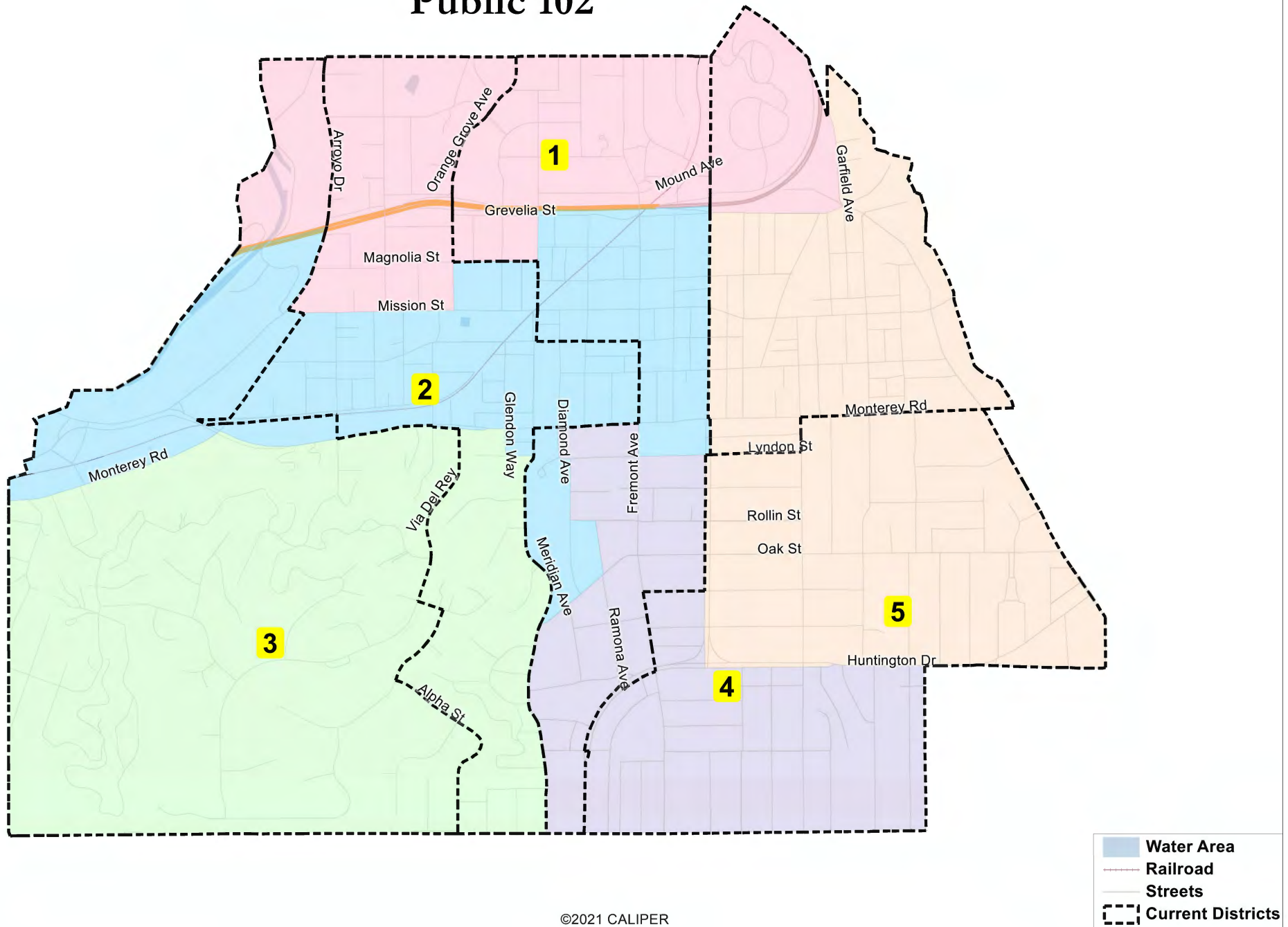
Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

South Pasadena Redistricting 2022

Public 102



Public 102							
District		1	2	3	4	5	Total
	Total Pop	5,432	5,383	5,449	5,420	5,336	27,020
	Deviation from ideal	28	-21	45	16	-68	113
	% Deviation	0.52%	-0.39%	0.83%	0.30%	-1.26%	2.09%
Total Pop	% Hisp	23.0%	26%	14%	22%	19%	21%
	% NH White	38%	36%	29%	31%	46%	36%
	% NH Black	4%	3%	3%	3%	2%	3%
	% Asian-American	33%	31%	52%	42%	30%	38%
Citizen Voting Age Pop	Total	3,377	3,369	3,627	3,200	3,793	17,366
	% Hisp	18%	24%	10%	23%	17%	18%
	% NH White	54%	44%	44%	44%	62%	50%
	% NH Black	7%	5%	4%	2%	0%	4%
	% Asian/Pac.Isl.	21%	27%	42%	31%	20%	28%
Voter Registration (Nov 2020)	Total	3,332	3,341	3,784	3,562	3,798	17,817
	% Latino est.	21%	21%	11%	19%	15%	17%
	% Spanish-Surnamed	19%	19%	11%	18%	14%	16%
	% Asian-Surnamed	14%	15%	36%	24%	18%	22%
	% Filipino-Surnamed	1%	2%	1%	2%	1%	1%
	% NH White est.	57%	56%	48%	54%	67%	56%
Voter Turnout (Nov 2020)	Total	2,905	2,861	3,310	3,063	3,390	15,529
	% Latino est.	20%	20%	11%	19%	15%	17%
	% Spanish-Surnamed	19%	19%	10%	17%	14%	16%
	% Asian-Surnamed	14%	15%	35%	23%	17%	21%
	% Filipino-Surnamed	1%	2%	1%	2%	1%	1%
	% NH White est.	58%	57%	49%	55%	67%	57%
Voter Turnout (Nov 2018)	Total	1,935	2,086	2,584	2,281	2,778	11,664
	% Latino est.	21%	21%	11%	19%	14%	17%
	% Spanish-Surnamed	19%	20%	11%	18%	13%	16%
	% Asian-Surnamed	12%	13%	32%	19%	15%	19%
	% Filipino-Surnamed	1%	2%	1%	1%	1%	1%
	% NH White est.	58%	58%	52%	59%	70%	60%
ACS Pop. Est.	Total	5,459	5,032	5,096	4,920	5,156	25,664
	% NH Black est.	8%	5%	5%	2%	0%	4%
Age	age0-19	30%	27%	23%	27%	23%	26%
	age20-60	57%	55%	53%	57%	56%	55%
	age60plus	14%	19%	24%	16%	21%	19%
Immigration	immigrants	22%	26%	28%	29%	20%	25%
	naturalized	49%	63%	73%	63%	65%	63%
Language spoken at home	english	68%	63%	64%	61%	72%	66%
	spanish	10%	14%	8%	13%	10%	11%
	asian-lang	17%	20%	26%	24%	13%	20%
	other lang	5%	2%	2%	2%	5%	3%
Language Fluency	Speaks Eng. "Less than Very Well"	9%	13%	14%	16%	8%	12%
Education (among those age 25+)	hs-grad	20%	21%	19%	24%	22%	21%
	bachelor	29%	34%	34%	35%	35%	33%
	graduatedegree	41%	33%	33%	28%	35%	34%
Child in Household	child-under18	42%	36%	36%	37%	31%	37%
Pct of Pop. Age 16+	employed	72%	70%	67%	73%	69%	70%
Household Income	income 0-25k	13%	11%	6%	14%	6%	10%
	income 25-50k	9%	11%	7%	12%	16%	11%
	income 50-75k	12%	16%	9%	13%	11%	12%
	income 75-200k	49%	40%	39%	44%	41%	43%
	income 200k-plus	17%	23%	39%	17%	25%	24%
Housing Stats	single family	39%	51%	81%	47%	65%	56%
	multi-family	61%	49%	19%	53%	35%	44%
	rented	67%	52%	30%	64%	47%	53%
	owned	33%	48%	70%	36%	53%	47%

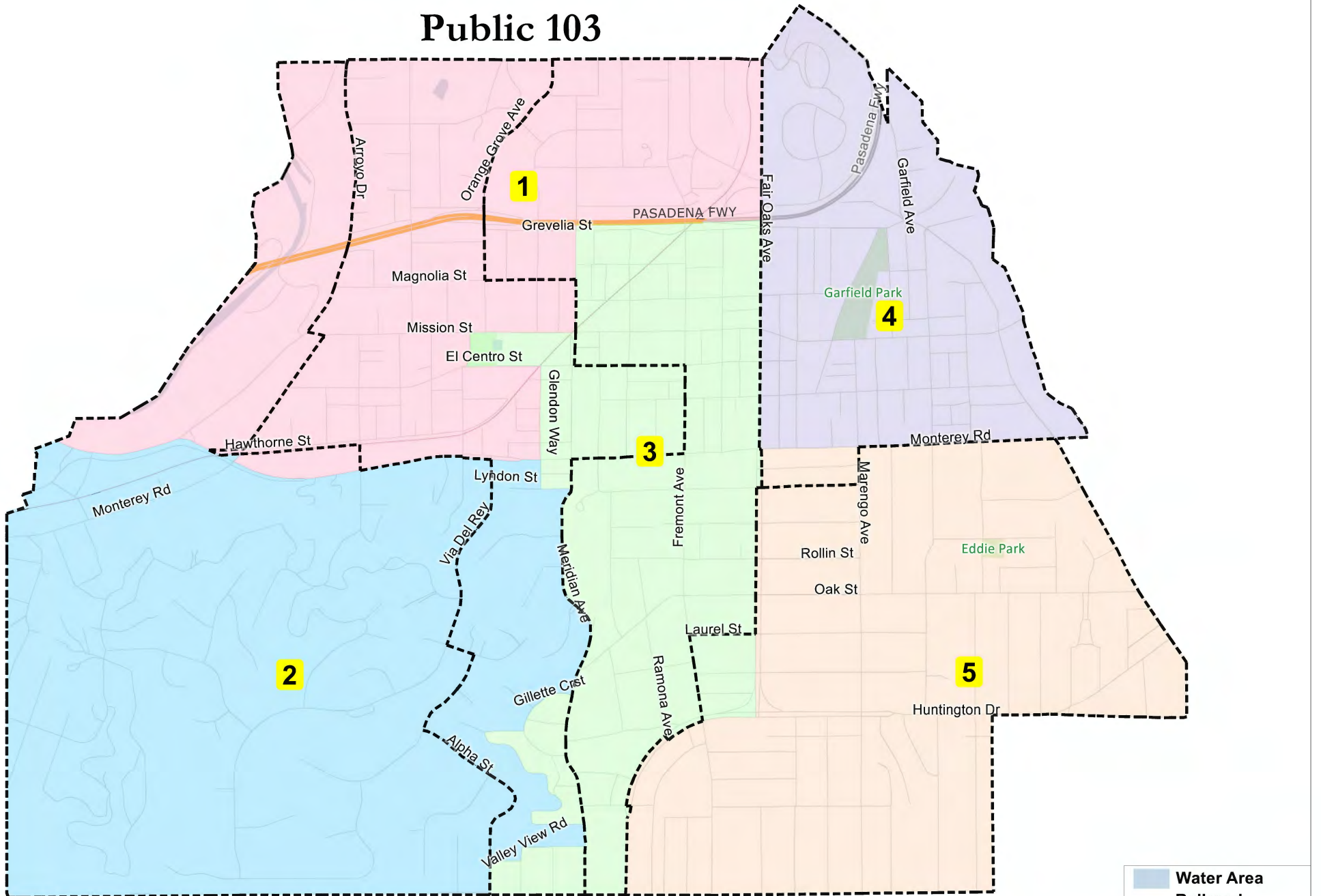
Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

South Pasadena Redistricting 2022

Public 103



- Water Area
- Railroad
- Streets
- Current Districts

Public 103							
District		1	2	3	4	5	Total
	Total Pop	5,202	5,558	5,730	5,358	5,172	27,020
	Deviation from ideal	-202	154	326	-46	-232	558
	% Deviation	-3.74%	2.85%	6.03%	-0.85%	-4.29%	10.33%
Total Pop	% Hisp	23.6%	15%	24%	22%	19%	21%
	% NH White	42%	27%	34%	38%	40%	36%
	% NH Black	3%	3%	3%	4%	2%	3%
	% Asian-American	29%	52%	36%	33%	37%	38%
Citizen Voting Age Pop	Total	3,619	3,711	3,419	3,094	3,523	17,366
	% Hisp	20%	14%	19%	21%	17%	18%
	% NH White	51%	40%	51%	53%	56%	50%
	% NH Black	5%	4%	2%	7%	0%	4%
	% Asian/Pac.Isl.	24%	42%	28%	19%	26%	28%
Voter Registration (Nov 2020)	Total	3,481	3,925	3,473	3,162	3,776	17,817
	% Latino est.	20%	13%	20%	19%	15%	17%
	% Spanish-Surnamed	18%	12%	18%	18%	14%	16%
	% Asian-Surnamed	15%	35%	19%	15%	22%	22%
	% Filipino-Surnamed	1%	1%	2%	1%	1%	1%
	% NH White est.	59%	46%	58%	58%	62%	56%
	% NH Black	5%	5%	2%	7%	0%	4%
Voter Turnout (Nov 2020)	Total	3,043	3,422	2,963	2,783	3,318	15,529
	% Latino est.	19%	13%	19%	19%	15%	17%
	% Spanish-Surnamed	18%	12%	18%	17%	14%	16%
	% Asian-Surnamed	14%	34%	18%	15%	22%	21%
	% Filipino-Surnamed	1%	1%	2%	1%	1%	1%
	% NH White est.	60%	47%	58%	59%	64%	57%
	% NH Black	5%	5%	2%	6%	0%	4%
Voter Turnout (Nov 2018)	Total	2,098	2,656	2,149	2,108	2,653	11,664
	% Latino est.	21%	13%	20%	18%	14%	17%
	% Spanish-Surnamed	19%	12%	19%	17%	13%	16%
	% Asian-Surnamed	13%	31%	15%	13%	19%	19%
	% Filipino-Surnamed	1%	1%	2%	1%	1%	1%
	% NH White est.	59%	50%	60%	62%	67%	60%
	% NH Black est.	5%	6%	2%	6%	0%	4%
ACS Pop. Est.	Total	5,286	5,194	5,229	5,071	4,885	25,664
Age	age0-19	27%	24%	26%	29%	26%	26%
	age20-60	54%	53%	56%	60%	54%	55%
	age60plus	19%	24%	18%	12%	20%	19%
Immigration	immigrants	23%	28%	29%	22%	23%	25%
	naturalized	56%	75%	61%	54%	69%	63%
Language spoken at home	english	70%	64%	60%	62%	73%	66%
	spanish	13%	9%	13%	12%	9%	11%
	asian-lang	14%	26%	26%	20%	16%	20%
	other lang	4%	2%	2%	5%	3%	3%
Language Fluency	Speaks Eng. "Less than Very Well"	9%	14%	15%	10%	11%	12%
Education (among those age 25+)	hs-grad	21%	18%	23%	24%	20%	21%
	bachelor	28%	35%	35%	33%	36%	33%
	graduatedegree	40%	33%	28%	36%	33%	34%
Child in Household	child-under18	34%	36%	36%	43%	35%	37%
Pct of Pop. Age 16+	employed	71%	68%	69%	73%	72%	70%
Household Income	income 0-25k	13%	6%	13%	11%	8%	10%
	income 25-50k	9%	9%	10%	12%	15%	11%
	income 50-75k	13%	8%	16%	16%	7%	12%
	income 75-200k	45%	37%	40%	48%	42%	43%
	income 200k-plus	20%	39%	20%	13%	28%	24%
Housing Stats	single family	48%	77%	50%	35%	71%	56%
	multi-family	52%	23%	50%	65%	29%	44%
	rented	56%	31%	57%	73%	44%	53%
	owned	44%	69%	43%	27%	56%	47%

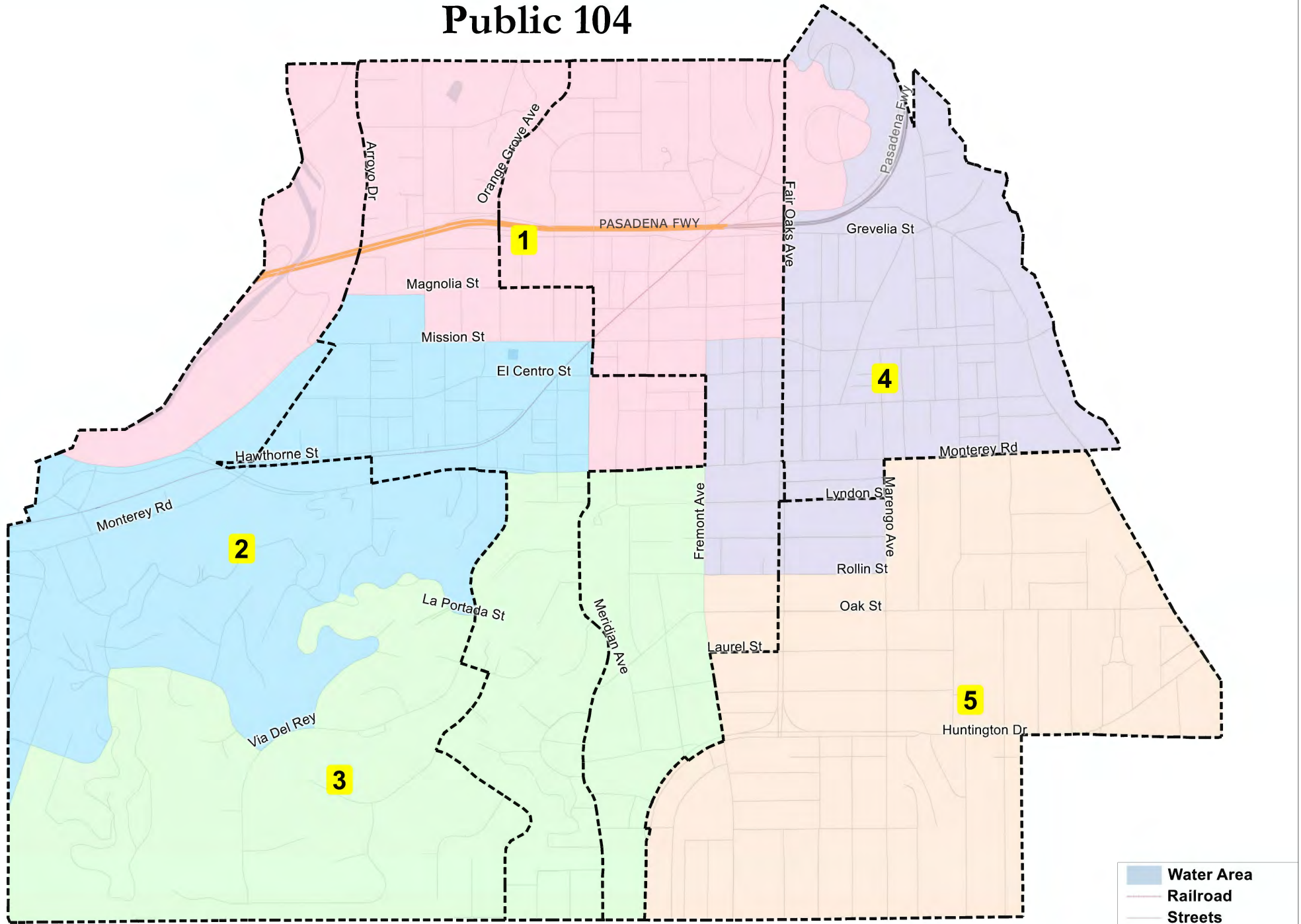
Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

South Pasadena Redistricting 2022

Public 104



-  Water Area
-  Railroad
-  Streets
-  Current Districts

Public 104							
District		1	2	3	4	5	Total
	Total Pop	5,702	5,049	5,603	5,342	5,324	27,020
	Deviation from ideal	298	-355	199	-62	-80	653
	% Deviation	5.51%	-6.57%	3.68%	-1.15%	-1.48%	12.08%
Total Pop	% Hisp	21.6%	23%	17%	23%	20%	21%
	% NH White	40%	34%	28%	38%	40%	36%
	% NH Black	4%	3%	3%	3%	2%	3%
	% Asian-American	31%	37%	50%	33%	36%	38%
Citizen Voting Age Pop	Total	3,573	3,523	3,460	3,224	3,585	17,366
	% Hisp	15%	24%	14%	20%	18%	18%
	% NH White	58%	38%	44%	54%	56%	50%
	% NH Black	5%	6%	2%	4%	1%	4%
	% Asian/Pac.Isl.	22%	33%	40%	22%	25%	28%
Voter Registration (Nov 2020)	Total	3,556	3,435	3,715	3,212	3,899	17,817
	% Latino est.	18%	20%	15%	18%	15%	17%
	% Spanish-Surnamed	17%	18%	14%	17%	14%	16%
	% Asian-Surnamed	15%	21%	33%	16%	22%	22%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	61%	51%	49%	60%	62%	56%
	% NH Black	5%	7%	3%	4%	1%	4%
Voter Turnout (Nov 2020)	Total	3,081	3,010	3,189	2,822	3,427	15,529
	% Latino est.	18%	20%	14%	17%	15%	17%
	% Spanish-Surnamed	17%	18%	13%	16%	14%	16%
	% Asian-Surnamed	15%	21%	33%	17%	21%	21%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	61%	52%	49%	61%	63%	57%
	% NH Black	5%	7%	3%	4%	1%	4%
Voter Turnout (Nov 2018)	Total	2,140	2,218	2,444	2,170	2,692	11,664
	% Latino est.	19%	20%	15%	16%	14%	17%
	% Spanish-Surnamed	18%	18%	14%	15%	13%	16%
	% Asian-Surnamed	13%	19%	29%	14%	18%	19%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	62%	53%	52%	64%	66%	60%
	% NH Black est.	4%	7%	3%	4%	0%	4%
ACS Pop. Est.	Total	5,332	5,244	5,085	5,036	4,967	25,664
Age	age0-19	25%	28%	25%	27%	26%	26%
	age20-60	56%	55%	53%	58%	55%	55%
	age60plus	19%	17%	23%	15%	19%	19%
Immigration	immigrants	24%	25%	30%	23%	24%	25%
	naturalized	51%	71%	67%	58%	68%	63%
Language spoken at home	english	70%	63%	61%	63%	70%	66%
	spanish	10%	15%	9%	13%	9%	11%
	asian-lang	16%	20%	27%	19%	17%	20%
	other lang	4%	2%	2%	5%	3%	3%
Language Fluency	Speaks Eng. "Less than Very Well"	9%	15%	14%	10%	11%	12%
Education (among those age 25+)	hs-grad	20%	21%	21%	23%	21%	21%
	bachelor	29%	35%	34%	33%	37%	33%
	graduatedegree	39%	32%	31%	36%	31%	34%
Child in Household	child-under18	35%	39%	36%	38%	35%	37%
Pct of Pop. Age 16+	employed	69%	75%	66%	70%	72%	70%
Household Income	income 0-25k	12%	9%	10%	11%	9%	10%
	income 25-50k	11%	11%	7%	13%	15%	11%
	income 50-75k	12%	14%	12%	16%	8%	12%
	income 75-200k	46%	39%	41%	43%	44%	43%
	income 200k-plus	19%	28%	30%	18%	24%	24%
Housing Stats	single family	46%	55%	69%	43%	67%	56%
	multi-family	54%	45%	31%	57%	33%	44%
	rented	59%	49%	42%	64%	48%	53%
	owned	41%	51%	58%	36%	52%	47%

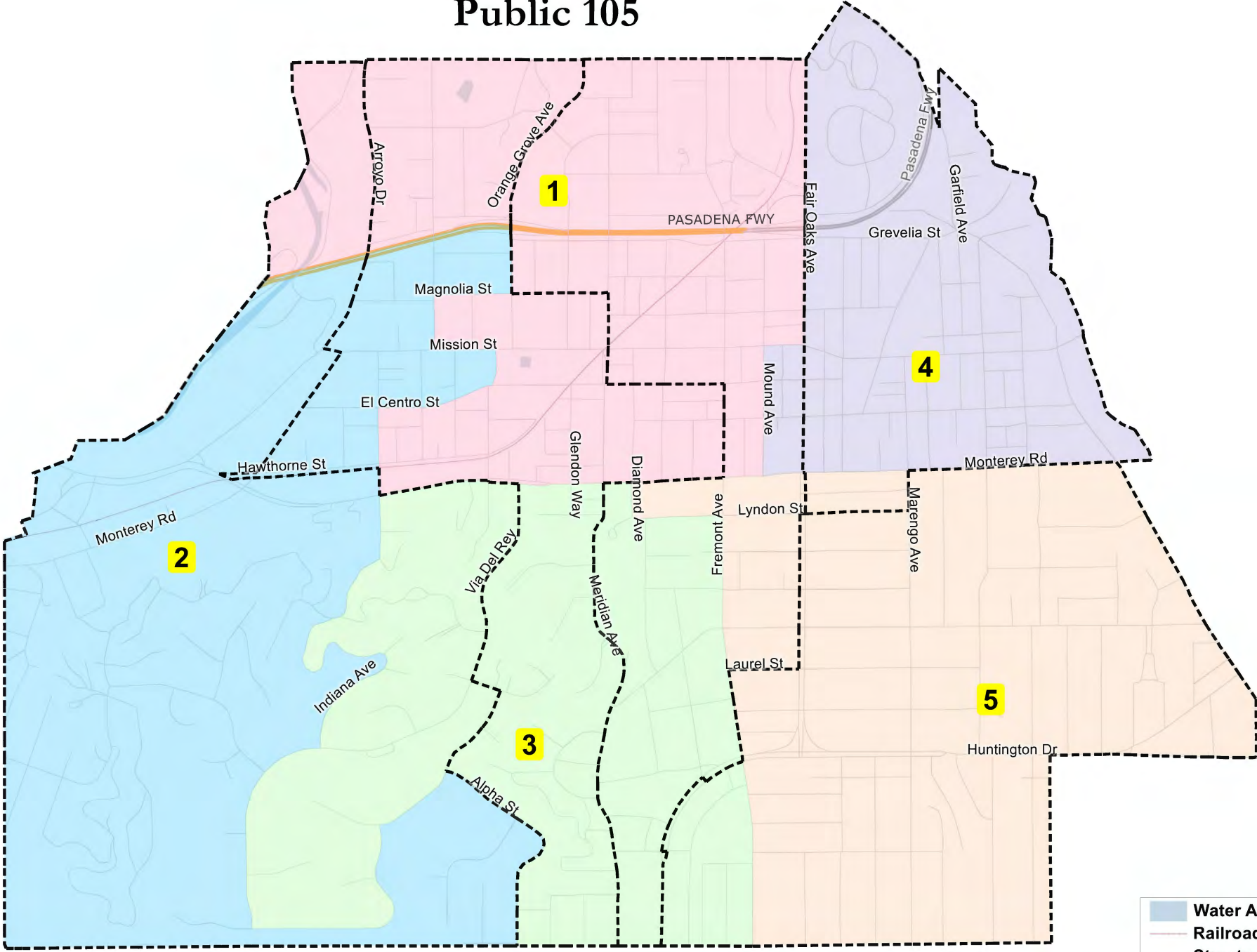
Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

South Pasadena Redistricting 2022

Public 105



Public 105							
District		1	2	3	4	5	Total
	Total Pop	5,199	5,463	5,347	5,405	5,606	27,020
	Deviation from ideal	-205	59	-57	1	202	407
	% Deviation	-3.79%	1.09%	-1.05%	0.02%	3.74%	7.53%
Total Pop	% Hisp	22.9%	21%	19%	22%	19%	21%
	% NH White	43%	31%	27%	38%	41%	36%
	% NH Black	3%	3%	3%	4%	2%	3%
	% Asian-American	28%	42%	49%	33%	35%	38%
Citizen Voting Age Pop	Total	3,274	3,708	3,397	3,116	3,871	17,366
	% Hisp	16%	21%	16%	21%	17%	18%
	% NH White	57%	39%	44%	53%	57%	50%
	% NH Black	4%	6%	2%	6%	0%	4%
	% Asian/Pac.Isl.	23%	34%	38%	19%	26%	28%
Voter Registration (Nov 2020)	Total	3,397	3,703	3,456	3,173	4,088	17,817
	% Latino est.	18%	18%	17%	19%	15%	17%
	% Spanish-Surnamed	17%	17%	15%	18%	14%	16%
	% Asian-Surnamed	15%	25%	31%	15%	21%	22%
	% Filipino-Surnamed	1%	1%	2%	1%	1%	1%
	% NH White est.	62%	49%	50%	58%	63%	56%
	% NH Black	3%	7%	2%	7%	0%	4%
Voter Turnout (Nov 2020)	Total	2,951	3,232	2,947	2,791	3,608	15,529
	% Latino est.	17%	18%	16%	19%	14%	17%
	% Spanish-Surnamed	17%	17%	15%	17%	13%	16%
	% Asian-Surnamed	15%	25%	31%	15%	20%	21%
	% Filipino-Surnamed	1%	1%	2%	1%	1%	1%
	% NH White est.	62%	50%	50%	59%	64%	57%
	% NH Black	3%	7%	2%	6%	0%	4%
Voter Turnout (Nov 2018)	Total	2,097	2,396	2,225	2,115	2,831	11,664
	% Latino est.	19%	18%	17%	18%	14%	17%
	% Spanish-Surnamed	18%	16%	16%	17%	13%	16%
	% Asian-Surnamed	13%	23%	27%	13%	17%	19%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	63%	51%	53%	62%	68%	60%
	% NH Black est.	3%	8%	2%	6%	0%	4%
ACS Pop. Est.	Total	4,762	5,279	5,111	5,103	5,408	25,664
Age	age0-19	24%	26%	25%	29%	26%	26%
	age20-60	55%	53%	55%	59%	54%	55%
	age60plus	21%	21%	19%	12%	20%	19%
Immigration	immigrants	25%	27%	28%	22%	23%	25%
	naturalized	54%	73%	64%	54%	68%	63%
Language spoken at home	english	70%	64%	61%	62%	71%	66%
	spanish	11%	12%	11%	12%	9%	11%
	asian-lang	15%	22%	26%	20%	17%	20%
	other lang	4%	2%	2%	5%	3%	3%
Language Fluency	Speaks Eng. "Less than Very Well"	9%	14%	15%	10%	11%	12%
Education (among those age 25+)	hs-grad	21%	18%	24%	24%	19%	21%
	bachelor	29%	35%	33%	33%	36%	33%
	graduatedegree	39%	35%	28%	36%	32%	34%
Child in Household	child-under18	32%	35%	37%	42%	36%	37%
Pct of Pop. Age 16+	employed	68%	70%	71%	72%	70%	70%
Household Income	income 0-25k	11%	9%	11%	11%	9%	10%
	income 25-50k	10%	11%	7%	12%	15%	11%
	income 50-75k	14%	11%	13%	16%	8%	12%
	income 75-200k	44%	38%	44%	48%	39%	43%
	income 200k-plus	20%	32%	24%	13%	29%	24%
Housing Stats	single family	52%	60%	61%	35%	69%	56%
	multi-family	48%	40%	39%	65%	31%	44%
	rented	52%	44%	51%	73%	45%	53%
	owned	48%	56%	49%	27%	55%	47%

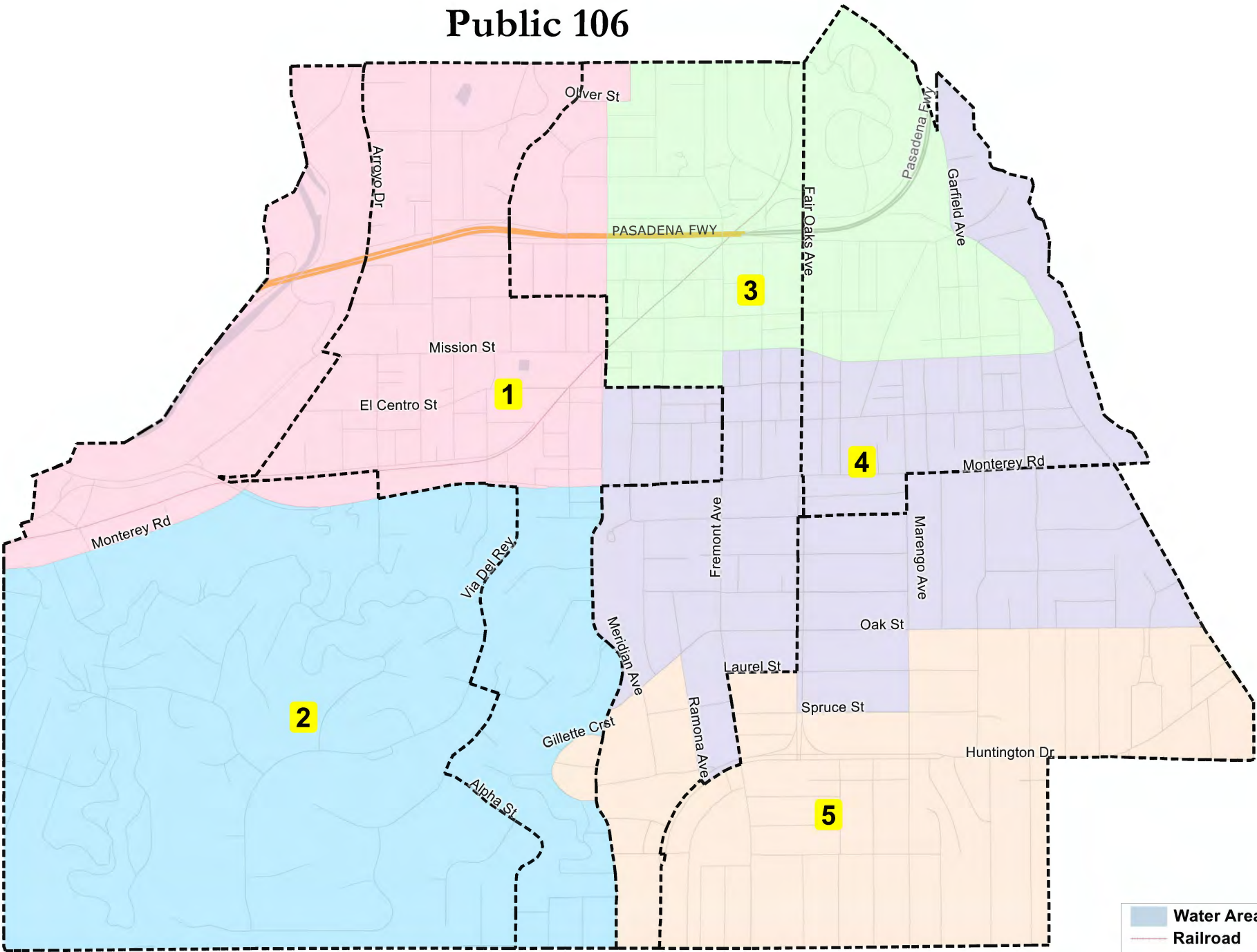
Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

South Pasadena Redistricting 2022

Public 106



Public 106							
District		1	2	3	4	5	Total
	Total Pop	5,395	5,310	5,445	5,415	5,455	27,020
	Deviation from ideal	-9	-94	41	11	51	145
	% Deviation	-0.17%	-1.74%	0.76%	0.20%	0.94%	2.68%
Total Pop	% Hisp	24.9%	14%	23%	21%	21%	21%
	% NH White	39%	29%	36%	41%	35%	36%
	% NH Black	3%	3%	4%	2%	3%	3%
	% Asian-American	31%	52%	32%	34%	39%	38%
Citizen Voting Age Pop	Total	3,771	3,522	3,048	3,594	3,430	17,366
	% Hisp	23%	11%	20%	16%	21%	18%
	% NH White	47%	44%	55%	55%	49%	50%
	% NH Black	5%	4%	7%	1%	1%	4%
	% Asian/Pac.Isl.	25%	42%	17%	28%	28%	28%
Voter Registration (Nov 2020)	Total	3,498	3,725	3,155	3,672	3,767	17,817
	% Latino est.	21%	11%	22%	15%	18%	17%
	% Spanish-Surnamed	19%	10%	20%	14%	17%	16%
	% Asian-Surnamed	15%	36%	15%	19%	22%	22%
	% Filipino-Surnamed	2%	1%	2%	1%	1%	1%
	% NH White est.	57%	48%	56%	64%	58%	56%
	% NH Black	6%	5%	7%	1%	1%	4%
Voter Turnout (Nov 2020)	Total	3,056	3,260	2,718	3,224	3,271	15,529
	% Latino est.	21%	11%	21%	14%	18%	17%
	% Spanish-Surnamed	19%	10%	19%	13%	17%	16%
	% Asian-Surnamed	14%	35%	15%	19%	21%	21%
	% Filipino-Surnamed	2%	1%	2%	1%	1%	1%
	% NH White est.	58%	49%	56%	65%	59%	57%
	% NH Black	6%	5%	7%	1%	1%	4%
Voter Turnout (Nov 2018)	Total	2,079	2,559	1,989	2,479	2,558	11,664
	% Latino est.	22%	11%	21%	14%	17%	17%
	% Spanish-Surnamed	20%	11%	19%	14%	16%	16%
	% Asian-Surnamed	13%	32%	13%	16%	18%	19%
	% Filipino-Surnamed	1%	1%	2%	1%	1%	1%
	% NH White est.	57%	52%	58%	68%	62%	60%
	% NH Black est.	6%	5%	6%	1%	1%	4%
ACS Pop. Est.	Total	5,584	4,946	4,937	5,209	4,987	25,664
Age	age0-19	26%	23%	29%	26%	26%	26%
	age20-60	55%	53%	60%	53%	57%	55%
	age60plus	19%	24%	11%	21%	17%	19%
Immigration	immigrants	23%	28%	24%	24%	26%	25%
	naturalized	60%	74%	50%	65%	66%	63%
Language spoken at home	english	68%	64%	65%	65%	66%	66%
	spanish	14%	8%	11%	12%	10%	11%
	asian-lang	16%	26%	19%	20%	21%	20%
	other lang	3%	2%	5%	3%	3%	3%
Language Fluency	Speaks Eng. "Less than Very Well"	11%	14%	10%	11%	13%	12%
Education (among those age 25+)	hs-grad	21%	19%	26%	19%	22%	21%
	bachelor	30%	34%	33%	35%	36%	33%
	graduatedegree	39%	33%	34%	34%	29%	34%
Child in Household	child-under18	33%	36%	44%	36%	35%	37%
Pct of Pop. Age 16+	employed	73%	67%	71%	66%	74%	70%
Household Income	income 0-25k	12%	6%	11%	11%	10%	10%
	income 25-50k	11%	8%	10%	13%	13%	11%
	income 50-75k	13%	8%	16%	13%	10%	12%
	income 75-200k	43%	39%	48%	36%	47%	43%
	income 200k-plus	21%	39%	14%	28%	19%	24%
Housing Stats	single family	45%	81%	39%	60%	60%	56%
	multi-family	55%	19%	61%	40%	40%	44%
	rented	58%	30%	69%	48%	55%	53%
	owned	42%	70%	31%	52%	45%	47%

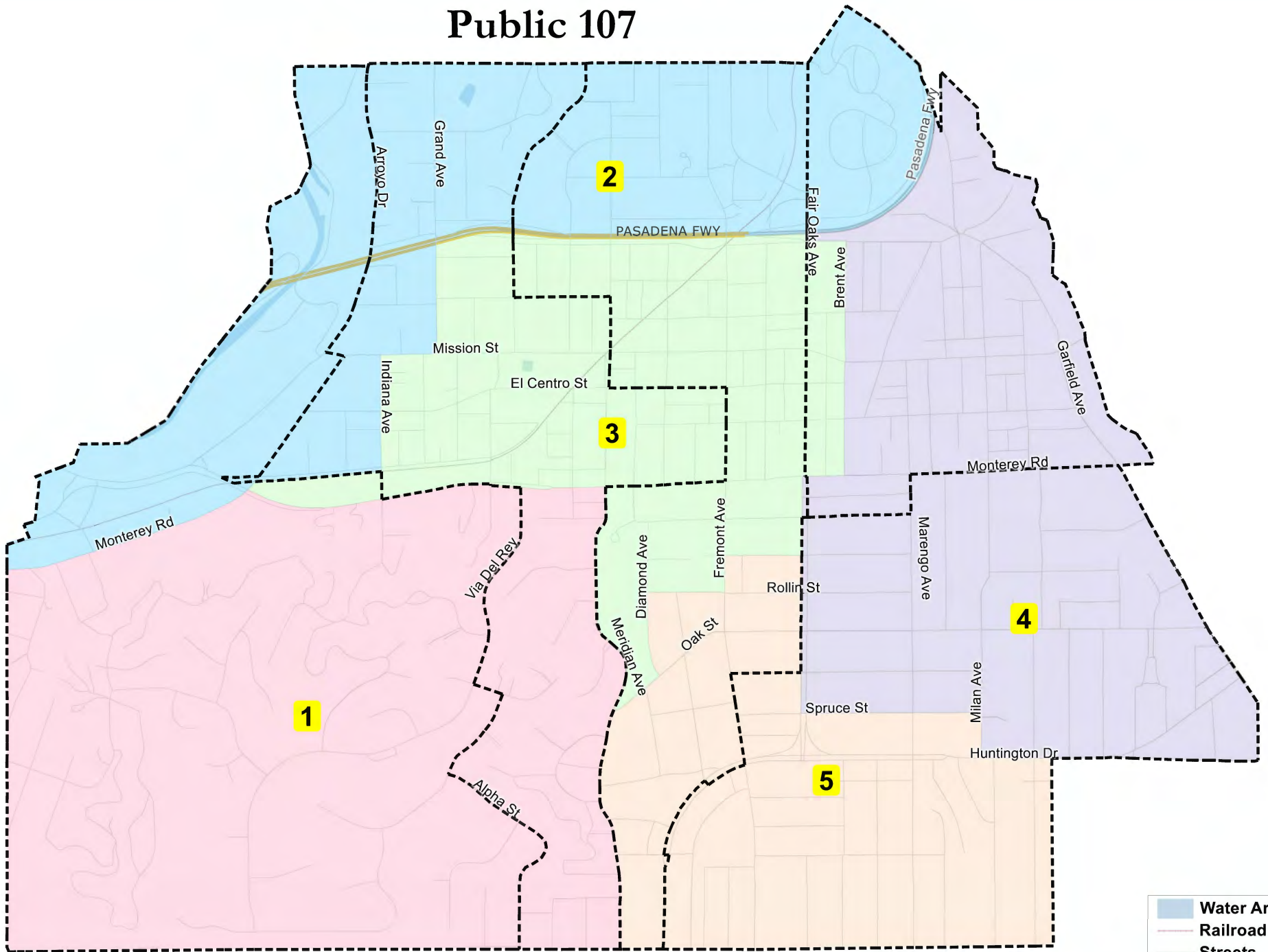
Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

South Pasadena Redistricting 2022

Public 107



Public 107							
District		1	2	3	4	5	Total
	Total Pop	5,505	5,396	5,436	5,384	5,299	27,020
	Deviation from ideal	101	-8	32	-20	-105	206
	% Deviation	1.87%	-0.15%	0.59%	-0.37%	-1.94%	3.81%
Total Pop	% Hisp	13.9%	24%	24%	20%	22%	21%
	% NH White	29%	36%	36%	45%	33%	36%
	% NH Black	3%	4%	3%	2%	3%	3%
	% Asian-American	52%	33%	33%	30%	41%	38%
Citizen Voting Age Pop	Total	3,652	3,447	3,375	3,739	3,152	17,366
	% Hisp	11%	22%	19%	17%	23%	18%
	% NH White	44%	46%	49%	62%	46%	50%
	% NH Black	4%	8%	4%	1%	2%	4%
	% Asian/Pac.Isl.	42%	24%	27%	20%	28%	28%
Voter Registration (Nov 2020)	Total	3,804	3,383	3,268	3,783	3,579	17,817
	% Latino est.	11%	23%	19%	15%	19%	17%
	% Spanish-Surnamed	11%	21%	18%	14%	18%	16%
	% Asian-Surnamed	36%	14%	16%	18%	23%	22%
	% Filipino-Surnamed	1%	1%	2%	1%	1%	1%
	% NH White est.	48%	54%	59%	66%	56%	56%
	% NH Black	4%	9%	3%	1%	2%	4%
Voter Turnout (Nov 2020)	Total	3,329	2,936	2,799	3,378	3,087	15,529
	% Latino est.	11%	22%	19%	15%	19%	17%
	% Spanish-Surnamed	10%	20%	18%	14%	17%	16%
	% Asian-Surnamed	35%	14%	16%	18%	22%	21%
	% Filipino-Surnamed	1%	1%	2%	1%	1%	1%
	% NH White est.	49%	55%	59%	66%	57%	57%
	% NH Black	5%	9%	3%	1%	2%	4%
Voter Turnout (Nov 2018)	Total	2,601	1,955	2,022	2,758	2,328	11,664
	% Latino est.	11%	22%	20%	14%	18%	17%
	% Spanish-Surnamed	11%	21%	19%	13%	17%	16%
	% Asian-Surnamed	31%	13%	13%	15%	19%	19%
	% Filipino-Surnamed	1%	1%	2%	1%	1%	1%
	% NH White est.	52%	55%	60%	69%	60%	60%
	% NH Black est.	5%	9%	3%	1%	1%	4%
ACS Pop. Est.	Total	5,158	5,424	5,044	5,310	4,727	25,664
Age	age0-19	23%	31%	24%	25%	27%	26%
	age20-60	53%	56%	56%	55%	57%	55%
	age60plus	24%	14%	20%	19%	16%	19%
Immigration	immigrants	28%	23%	26%	20%	29%	25%
	naturalized	73%	56%	59%	63%	64%	63%
Language spoken at home	english	64%	66%	65%	71%	62%	66%
	spanish	8%	12%	13%	10%	13%	11%
	asian-lang	26%	18%	20%	14%	23%	20%
	other lang	2%	4%	3%	4%	3%	3%
Language Fluency	Speaks Eng. "Less than Very Well"	14%	11%	12%	8%	16%	12%
Education (among those age 25+)	hs-grad	19%	21%	20%	22%	24%	21%
	bachelor	34%	31%	31%	36%	35%	33%
	graduatedegree	33%	37%	36%	36%	28%	34%
Child in Household	child-under18	36%	44%	32%	34%	36%	37%
Pct of Pop. Age 16+	employed	67%	72%	69%	69%	75%	70%
Household Income	income 0-25k	6%	13%	12%	7%	13%	10%
	income 25-50k	7%	8%	12%	15%	12%	11%
	income 50-75k	9%	13%	15%	12%	13%	12%
	income 75-200k	39%	47%	39%	42%	46%	43%
	income 200k-plus	39%	20%	21%	25%	16%	24%
Housing Stats	single family	81%	44%	47%	61%	49%	56%
	multi-family	19%	56%	53%	39%	51%	44%
	rented	30%	62%	56%	50%	63%	53%
	owned	70%	38%	44%	50%	37%	47%

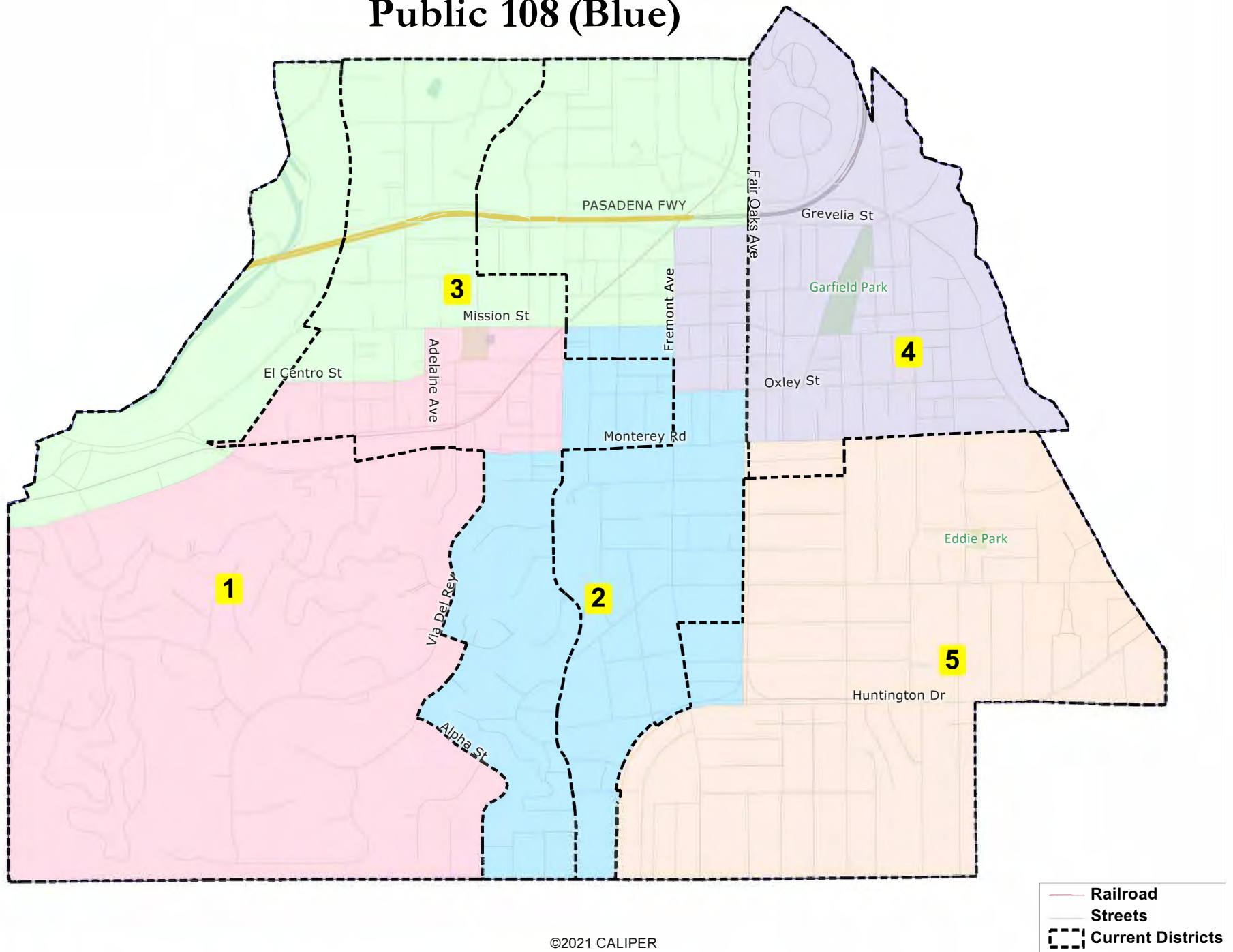
Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

South Pasadena Redistricting 2022

Public 108 (Blue)



Public 108 (Blue)							
District		1	2	3	4	5	Total
	Total Pop	5,372	5,408	5,315	5,753	5,172	27,020
	Deviation from ideal	-32	4	-89	349	-232	581
	% Deviation	-0.59%	0.07%	-1.65%	6.46%	-4.29%	10.75%
Total Pop	% Hisp	16.5%	22%	24%	22%	19%	21%
	% NH White	31%	32%	39%	37%	40%	36%
	% NH Black	3%	3%	3%	4%	2%	3%
	% Asian-American	47%	40%	31%	33%	37%	38%
Citizen Voting Age Pop	Total	3,395	3,536	3,634	3,278	3,523	17,366
	% Hisp	15%	18%	19%	21%	17%	18%
	% NH White	39%	48%	53%	53%	56%	50%
	% NH Black	5%	2%	5%	6%	0%	4%
	% Asian/Pac.Isl.	40%	32%	23%	19%	26%	28%
Voter Registration (Nov 2020)	Total	3,738	3,472	3,458	3,373	3,776	17,817
	% Latino est.	13%	19%	21%	19%	15%	17%
	% Spanish-Surnamed	12%	18%	19%	18%	14%	16%
	% Asian-Surnamed	32%	22%	15%	15%	22%	22%
	% Filipino-Surnamed	1%	2%	2%	2%	1%	1%
	% NH White est.	48%	56%	58%	58%	62%	56%
	% NH Black	6%	1%	5%	6%	0%	4%
Voter Turnout (Nov 2020)	Total	3,275	2,973	3,001	2,962	3,318	15,529
	% Latino est.	13%	18%	20%	19%	15%	17%
	% Spanish-Surnamed	12%	17%	19%	17%	14%	16%
	% Asian-Surnamed	31%	22%	15%	15%	22%	21%
	% Filipino-Surnamed	1%	2%	1%	2%	1%	1%
	% NH White est.	48%	56%	59%	59%	64%	57%
	% NH Black	6%	2%	5%	6%	0%	4%
Voter Turnout (Nov 2018)	Total	2,578	2,149	2,061	2,223	2,653	11,664
	% Latino est.	13%	20%	20%	18%	14%	17%
	% Spanish-Surnamed	12%	18%	19%	17%	13%	16%
	% Asian-Surnamed	29%	18%	13%	13%	19%	19%
	% Filipino-Surnamed	1%	2%	1%	1%	1%	1%
	% NH White est.	50%	59%	59%	62%	67%	60%
	% NH Black est.	6%	1%	5%	6%	0%	4%
ACS Pop. Est.	Total	4,929	5,343	5,178	5,328	4,885	25,664
Age	age0-19	26%	26%	25%	28%	26%	26%
	age20-60	52%	56%	55%	60%	54%	55%
	age60plus	23%	18%	21%	12%	20%	19%
Immigration	immigrants	28%	27%	24%	23%	23%	25%
	naturalized	74%	62%	56%	54%	69%	63%
Language spoken at home	english	63%	59%	71%	63%	73%	66%
	spanish	11%	12%	11%	12%	9%	11%
	asian-lang	24%	26%	14%	20%	16%	20%
	other lang	2%	2%	4%	5%	3%	3%
Language Fluency	Speaks Eng. "Less than Very Well"	14%	15%	10%	10%	11%	12%
Education (among those age 25+)	hs-grad	18%	23%	21%	24%	20%	21%
	bachelor	36%	33%	29%	34%	36%	33%
	graduatedegree	35%	28%	40%	36%	33%	34%
Child in Household	child-under18	37%	38%	33%	41%	35%	37%
Pct of Pop. Age 16+	employed	67%	71%	70%	72%	72%	70%
Household Income	income 0-25k	6%	13%	12%	11%	8%	10%
	income 25-50k	9%	9%	10%	12%	15%	11%
	income 50-75k	11%	14%	12%	16%	7%	12%
	income 75-200k	37%	40%	45%	48%	42%	43%
	income 200k-plus	37%	23%	21%	13%	28%	24%
Housing Stats	single family	72%	54%	50%	36%	71%	56%
	multi-family	28%	46%	50%	64%	29%	44%
	rented	34%	56%	54%	71%	44%	53%
	owned	66%	44%	46%	29%	56%	47%

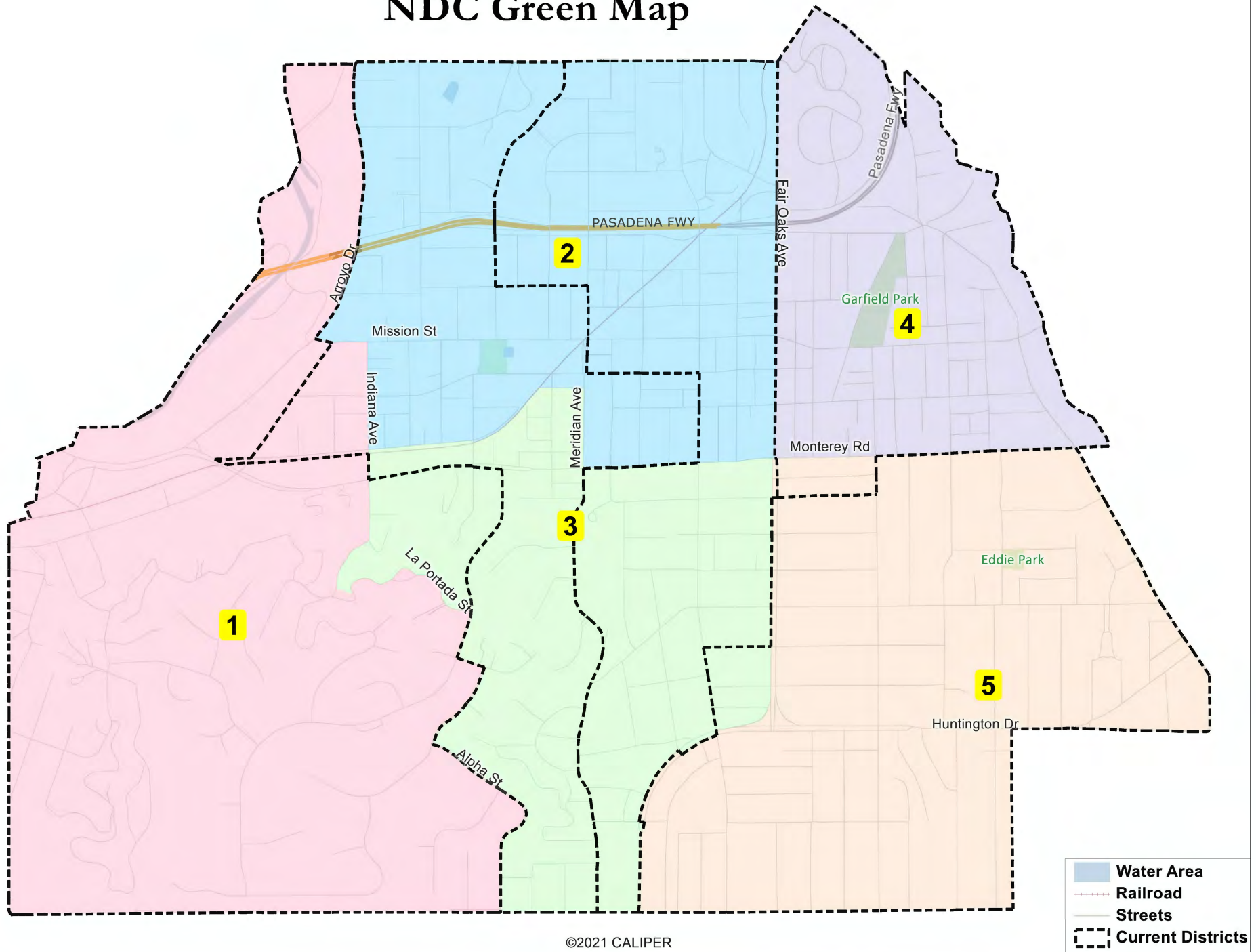
Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

South Pasadena Redistricting 2022

NDC Green Map



NDC Green							
District		1	2	3	4	5	Total
	Total Pop	5,510	5,571	5,409	5,358	5,172	27,020
	Deviation from ideal	106	167	5	-46	-232	399
	% Deviation	1.96%	3.09%	0.09%	-0.85%	-4.29%	7.38%
Total Pop	% Hisp	19.2%	22%	21%	22%	19%	21%
	% NH White	28%	42%	32%	38%	40%	36%
	% NH Black	3%	4%	3%	4%	2%	3%
	% Asian-American	47%	29%	42%	33%	37%	38%
Citizen Voting Age Pop	Total	3,572	3,603	3,574	3,094	3,523	17,366
	% Hisp	20%	15%	18%	21%	17%	18%
	% NH White	35%	58%	47%	53%	56%	50%
	% NH Black	6%	4%	2%	7%	0%	4%
	% Asian/Pac.Isl.	39%	23%	33%	19%	26%	28%
Voter Registration (Nov 2020)	Total	3,662	3,682	3,535	3,162	3,776	17,817
	% Latino est.	16%	18%	19%	19%	15%	17%
	% Spanish-Surnamed	15%	17%	17%	18%	14%	16%
	% Asian-Surnamed	31%	15%	24%	15%	22%	22%
	% Filipino-Surnamed	1%	1%	2%	1%	1%	1%
	% NH White est.	45%	63%	54%	58%	62%	56%
	% NH Black	8%	3%	2%	7%	0%	4%
Voter Turnout (Nov 2020)	Total	3,178	3,213	3,037	2,783	3,318	15,529
	% Latino est.	16%	17%	18%	19%	15%	17%
	% Spanish-Surnamed	14%	17%	17%	17%	14%	16%
	% Asian-Surnamed	31%	15%	23%	15%	22%	21%
	% Filipino-Surnamed	1%	1%	2%	1%	1%	1%
	% NH White est.	46%	63%	55%	59%	64%	57%
	% NH Black	8%	3%	2%	6%	0%	4%
Voter Turnout (Nov 2018)	Total	2,481	2,170	2,252	2,108	2,653	11,664
	% Latino est.	15%	18%	19%	18%	14%	17%
	% Spanish-Surnamed	14%	17%	18%	17%	13%	16%
	% Asian-Surnamed	28%	13%	20%	13%	19%	19%
	% Filipino-Surnamed	1%	1%	2%	1%	1%	1%
	% NH White est.	48%	64%	57%	62%	67%	60%
	% NH Black est.	8%	3%	2%	6%	0%	4%
ACS Pop. Est.	Total	5,074	5,141	5,493	5,071	4,885	25,664
Age	age0-19	26%	24%	27%	29%	26%	26%
	age20-60	52%	55%	56%	60%	54%	55%
	age60plus	23%	22%	17%	12%	20%	19%
Immigration	immigrants	29%	24%	27%	22%	23%	25%
	naturalized	75%	53%	62%	54%	69%	63%
Language spoken at home	english	63%	70%	60%	62%	73%	66%
	spanish	11%	10%	12%	12%	9%	11%
	asian-lang	24%	15%	26%	20%	16%	20%
	other lang	2%	4%	2%	5%	3%	3%
Language Fluency	Speaks Eng. "Less than Very Well"	14%	9%	15%	10%	11%	12%
Education (among those age 25+)	hs-grad	17%	21%	24%	24%	20%	21%
	bachelor	37%	28%	33%	33%	36%	33%
	graduatedegree	35%	40%	27%	36%	33%	34%
Child in Household	child-under18	36%	31%	39%	43%	35%	37%
Pct of Pop. Age 16+	employed	68%	68%	72%	73%	72%	70%
Household Income	income 0-25k	6%	13%	13%	11%	8%	10%
	income 25-50k	11%	10%	8%	12%	15%	11%
	income 50-75k	10%	13%	15%	16%	7%	12%
	income 75-200k	36%	45%	42%	48%	42%	43%
	income 200k-plus	37%	20%	23%	13%	28%	24%
Housing Stats	single family	70%	50%	54%	35%	71%	56%
	multi-family	30%	50%	46%	65%	29%	44%
	rented	35%	54%	56%	73%	44%	53%
	owned	65%	46%	44%	27%	56%	47%

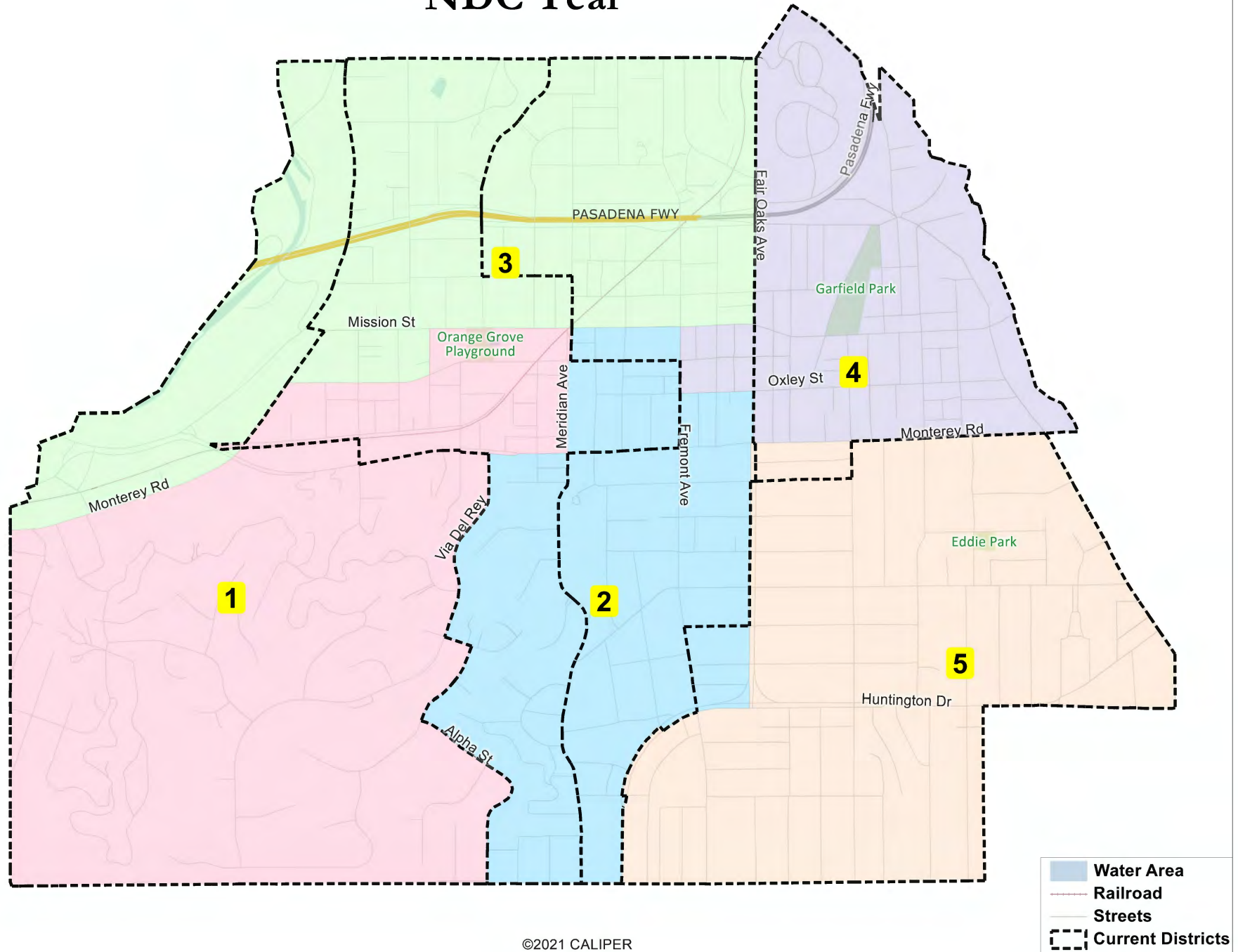
Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

South Pasadena Redistricting 2022

NDC Teal



NDC Teal							
District		1	2	3	4	5	Total
	Total Pop	5,372	5,408	5,624	5,444	5,172	27,020
	Deviation from ideal	-32	4	220	40	-232	452
	% Deviation	-0.59%	0.07%	4.07%	0.74%	-4.29%	8.36%
Total Pop	% Hisp	16.5%	22%	24%	22%	19%	21%
	% NH White	31%	32%	39%	37%	40%	36%
	% NH Black	3%	3%	3%	4%	2%	3%
	% Asian-American	47%	40%	31%	33%	37%	38%
Citizen Voting Age Pop	Total	3,395	3,536	3,780	3,132	3,523	17,366
	% Hisp	15%	18%	19%	21%	17%	18%
	% NH White	39%	48%	53%	53%	56%	50%
	% NH Black	5%	2%	5%	6%	0%	4%
	% Asian/Pac.Isl.	40%	32%	23%	19%	26%	28%
Voter Registration (Nov 2020)	Total	3,738	3,472	3,641	3,190	3,776	17,817
	% Latino est.	13%	19%	21%	19%	15%	17%
	% Spanish-Surnamed	12%	18%	19%	18%	14%	16%
	% Asian-Surnamed	32%	22%	15%	15%	22%	22%
	% Filipino-Surnamed	1%	2%	2%	1%	1%	1%
	% NH White est.	48%	56%	58%	58%	62%	56%
	% NH Black	6%	1%	5%	7%	0%	4%
Voter Turnout (Nov 2020)	Total	3,275	2,973	3,158	2,805	3,318	15,529
	% Latino est.	13%	18%	20%	19%	15%	17%
	% Spanish-Surnamed	12%	17%	19%	17%	14%	16%
	% Asian-Surnamed	31%	22%	15%	15%	22%	21%
	% Filipino-Surnamed	1%	2%	2%	1%	1%	1%
	% NH White est.	48%	56%	59%	59%	64%	57%
	% NH Black	6%	2%	4%	6%	0%	4%
Voter Turnout (Nov 2018)	Total	2,578	2,149	2,156	2,128	2,653	11,664
	% Latino est.	13%	20%	20%	18%	14%	17%
	% Spanish-Surnamed	12%	18%	19%	17%	13%	16%
	% Asian-Surnamed	29%	18%	13%	13%	19%	19%
	% Filipino-Surnamed	1%	2%	2%	1%	1%	1%
	% NH White est.	50%	59%	59%	62%	67%	60%
	% NH Black est.	6%	1%	5%	6%	0%	4%
ACS Pop. Est.	Total	4,929	5,343	5,377	5,130	4,885	25,664
Age	age0-19	26%	26%	24%	29%	26%	26%
	age20-60	52%	56%	55%	59%	54%	55%
	age60plus	23%	18%	21%	12%	20%	19%
Immigration	immigrants	28%	27%	24%	22%	23%	25%
	naturalized	74%	62%	55%	54%	69%	63%
Language spoken at home	english	63%	59%	71%	62%	73%	66%
	spanish	11%	12%	10%	12%	9%	11%
	asian-lang	24%	26%	15%	20%	16%	20%
	other lang	2%	2%	4%	5%	3%	3%
Language Fluency	Speaks Eng. "Less than Very Well"	14%	15%	10%	10%	11%	12%
Education (among those age 25+)	hs-grad	18%	23%	21%	24%	20%	21%
	bachelor	36%	33%	29%	33%	36%	33%
	graduatedegree	35%	28%	39%	36%	33%	34%
Child in Household	child-under18	37%	38%	32%	42%	35%	37%
Pct of Pop. Age 16+	employed	67%	71%	70%	72%	72%	70%
Household Income	income 0-25k	6%	13%	12%	11%	8%	10%
	income 25-50k	9%	9%	11%	12%	15%	11%
	income 50-75k	11%	14%	12%	16%	7%	12%
	income 75-200k	37%	40%	45%	48%	42%	43%
	income 200k-plus	37%	23%	21%	13%	28%	24%
Housing Stats	single family	72%	54%	50%	36%	71%	56%
	multi-family	28%	46%	50%	64%	29%	44%
	rented	34%	56%	54%	72%	44%	53%
	owned	66%	44%	46%	28%	56%	47%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

ATTACHMENT 2

PowerPoint Presentation



City of South Pasadena

Redistricting Public Hearing

March 2, 2022

Ken Chawkins, Consultant
National Demographics Corporation

Outreach Overview

Outreach and public engagement efforts to date include:

- Two virtual community workshop about redistricting and communities of interest in October 2021 January 2022
- Created a dedicated website for the redistricting process:
southpasadenaca.gov/redistricting
- An informational mailer sent to all South Pasadena residents on January 14, 2022 promoting the redistricting process and remaining schedule
- Social media, phone and email outreach promoting educational material on redistricting, including press releases and videos
 - Distributed flyers to encourage public participation at the community workshops, the first public hearing and tonight's public hearing
 - Contacted community-based organizations via phone to inform them of the redistricting process and how to get involved
 - Created a community survey encouraging residents to share their communities of interest through the City's redistricting website

Redistricting Process

Step	Description
October 28, 2021 Public Workshop	<ul style="list-style-type: none"> • ID Neighborhoods and Communities of Interest • Review process • Overview of mapping tools
November 17, 2021 Public Hearing #1	<ul style="list-style-type: none"> • Prior to release of Draft Maps • ID Neighborhoods and Communities of Interest and Secondary areas • Overview of process and mapping tools
January 19, 2022 Public Hearing #2	<ul style="list-style-type: none"> • Prior to release of Draft Maps • ID Neighborhoods and Communities of Interest and Secondary areas • Overview of process and mapping tools
January 31, 2022 Public Workshop	<ul style="list-style-type: none"> • Review process and Communities of Interest submissions • Tutorial on mapping tools
February 18, 2022	<ul style="list-style-type: none"> • Deadline to submit draft maps for initial consideration on March 2, 2022
March 2, 2022 Public Hearing #3	<ul style="list-style-type: none"> • Review and refine maps • Receive feedback from the public and City Council
March 7, 2022, by 12pm	<ul style="list-style-type: none"> • Deadline to submit maps for consideration on March 16, 2022
March 16, 2022 Public Hearing #4	<ul style="list-style-type: none"> • Review maps • City Council adopts final map
April 17, 2022 Map Deadline	<ul style="list-style-type: none"> • Council must adopt final map by this date

Redistricting Rules and Goals

1. Federal Laws

- Equal Population
- Federal Voting Rights Act
- No Racial Gerrymandering



2. California Criteria for Cities

1. Geographically contiguous
2. Undivided neighborhoods and “communities of interest”
(Socio-economic geographic areas that should be kept together)
3. Easily identifiable boundaries
4. Compact
(Do not bypass one group of people to get to a more distant group of people)

3. Other Traditional Redistricting Principles

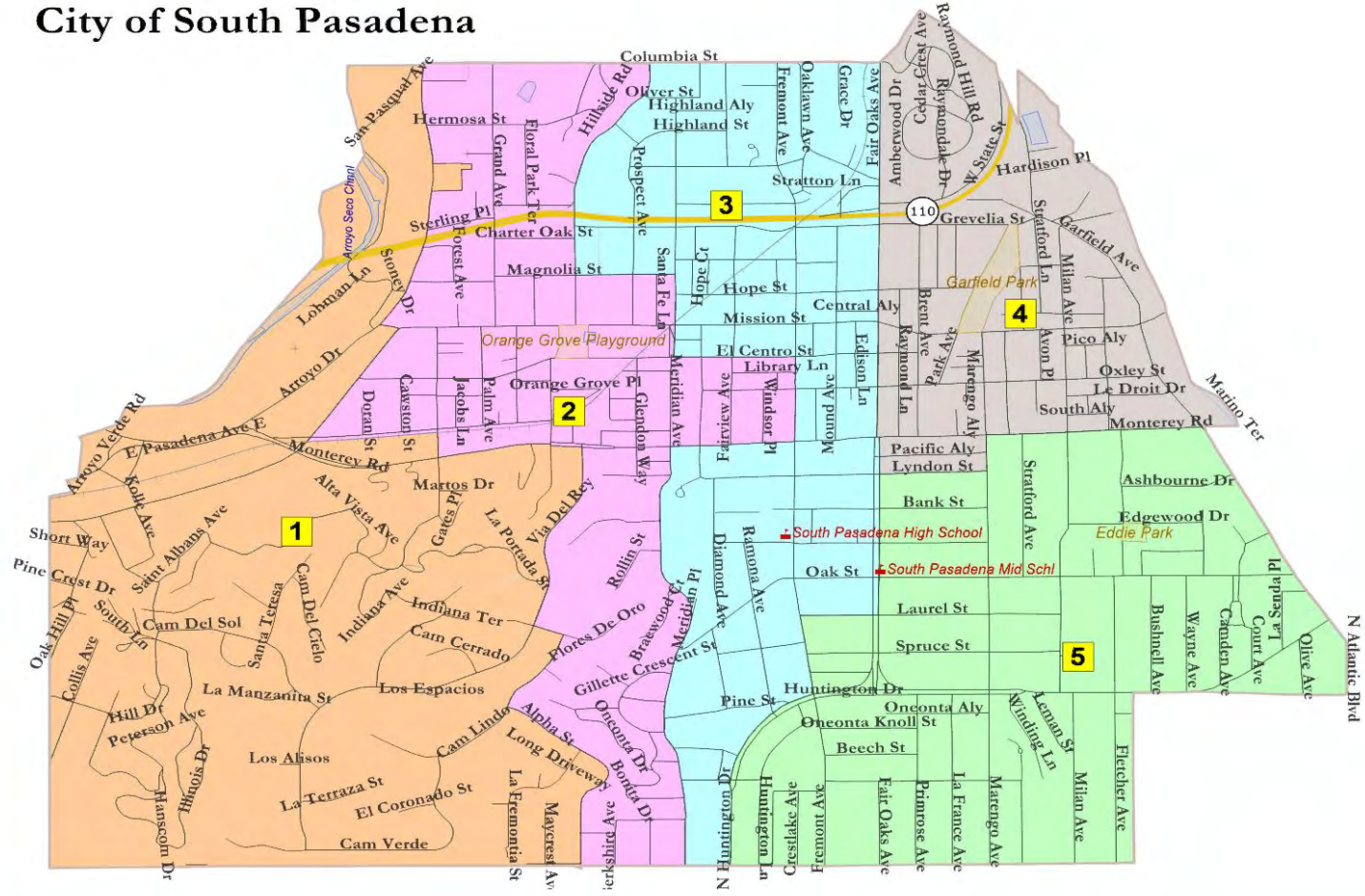
- Minimize voters shifted to different election years
- Respect voters’ choices / continuity in office
- Future population growth
- Preserving the core of existing districts

Prohibited: “Shall not favor or discriminate against a political party.”

South Pasadena Council

City of South Pasadena

- D1 – Zneimer
- D2 – Donovan
- D3 – Primuth
- D4 – Cacciotti
- D5 – Mahmud



South Pasadena – Council Demographics

District		1	2	3	4	5	Total
2020	2020 Census (Adjusted)	5,497	5,076	5,714	5,503	5,230	27,020
	Deviation from ideal	93	-328	310	99	-174	638
	% Deviation	1.72%	-6.07%	5.74%	1.83%	-3.22%	11.81%
2020 Total Pop	% Hisp	18%	20%	24%	22%	19%	21%
	% NH White	28%	40%	35%	38%	39%	36%
	% NH Black	3%	3%	3%	4%	-63%	3%
	% Asian-American	48%	34%	35%	33%	37%	38%
	Total	3,627	3,524	3,476	3,222	3,517	17,366
Citizen Voting Age Pop	% Hisp	18%	16%	19%	21%	18%	18%
	% NH White	37%	53%	51%	54%	56%	50%
	% NH Black	6%	3%	3%	6%	0%	4%
	% Asian/Pac.Isl.	39%	28%	27%	19%	26%	28%
	Total	3,698	3,431	3,600	3,269	3,819	17,817
Voter Registration (Nov 2020)	% Latino est.	15%	16%	22%	19%	15%	17%
	% Spanish-Surnamed	14%	15%	20%	18%	14%	16%
	% Asian-Surnamed	33%	19%	18%	15%	22%	22%
	% Filipino-Surnamed	1%	1%	2%	1%	1%	1%
	% NH White est.	46%	60%	57%	59%	62%	56%
	% NH Black	7%	3%	2%	6%	0%	4%
	Total	2,516	2,101	2,179	2,181	2,687	11,664
Voter Turnout (Nov 2018)	% Latino est.	14%	17%	22%	18%	14%	17%
	% Spanish-Surnamed	13%	16%	20%	16%	13%	16%
	% Asian-Surnamed	30%	16%	14%	13%	19%	19%
	% Filipino-Surnamed	1%	1%	2%	1%	1%	1%
	% NH White est.	49%	61%	59%	63%	66%	60%
	% NH Black	7%	3%	2%	6%	0%	4%
	Total	3,202	3,028	3,072	2,882	3,345	15,529
Voter Turnout (Nov 2020)	% Latino est.	14%	16%	21%	18%	15%	17%
	% Spanish-Surnamed	13%	15%	19%	17%	14%	16%
	% Asian-Surnamed	32%	19%	18%	15%	22%	21%
	% Filipino-Surnamed	1%	1%	2%	1%	1%	1%
	% NH White est.	46%	60%	58%	60%	63%	57%
	% NH Black est.	7%	3%	2%	6%	0%	4%

Defining Neighborhoods

1st Question: What is your neighborhood?

2nd Question: What are its geographic boundaries?

Examples of physical features defining a neighborhood boundary:

- Natural neighborhood dividing lines, such as highway or major roads, rivers, canals and/or hills
- Areas around parks or schools
- Other neighborhood landmarks

In the absence of public testimony, planning records and other similar documents may provide definition.



Beyond Neighborhoods: Defining Communities of Interest

1st Question: What defines your community?

- Geographic Area, plus
- Shared issue or characteristic
 - Shared social or economic interest
 - Impacted by city policies
- Tell us “your community’s story”

2nd Question: Would this community benefit from being “included within a single district for purposes of its effective and fair representation”?

- Or would it benefit more from having multiple representatives?

Definitions of Communities of Interest may not include relationships with political parties, incumbents, or political candidates.

Public Input Received: November 17, 2021 - Public Hearing

- What was the logic of the maps drawn in 2017?
- Regional Housing Needs Allocation (RHNA) requires 18% increase in housing units in a certain areas. Can we use that projection as part of the process?
- COI/Neighborhoods:
 - Hillside community in SW of the City
 - “Altos” area (need to clarify)
 - South of Huntington
- Should districts all have a portion of the commercial district.

Submissions edited for clarity and brevity

Public Input Received: Neighborhoods and Communities of Interest

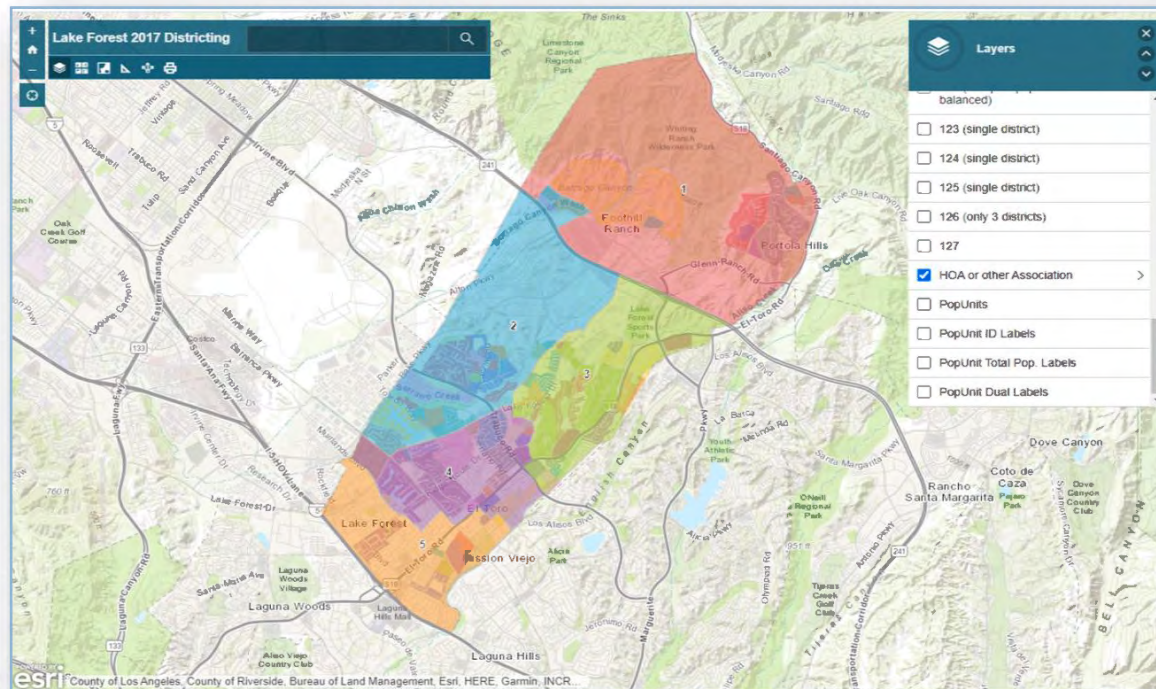
- **Indiana Ave. and Monterey Rd.**
 - Should be included in the district north of Monterey Rd.
 - Close to Arroyo School
- **Homeowners and Renters**
 - Los Altos Viejos homeowners
 - Meridian Corridor – multifamily units
- **Traffic patterns**
 - Monterey
 - Marino and Alhambra; Grevalia and Mission
- **School districts**
 - Monterey Hills School District
 - Marengo Elementary District
- **District 1**
 - Monterey Rd. and Via Del Rey
- **Monterey Hills – older homes**
- **Mission District**
- **“Southwest Pasadena”**
 - Between Alhambra Rd. and Monterey Rd.
- **Neighborhoods**
 - Garfield Park, Raymond Hill, Mission and Fair Oaks
 - LA City and San Marino, Monterey Rd. to Huntington Dr.
 - Alta Vista and Peterson with a southern boundary of Monterey Rd.
 - Glendon Way and Court, south of El Centro and the Gold Line Station
 - Adjacent to LA City
 - Near public transportation (Metro Station

Submissions edited for clarity and brevity

Simple Map Review Tool

Online Interactive Review Map

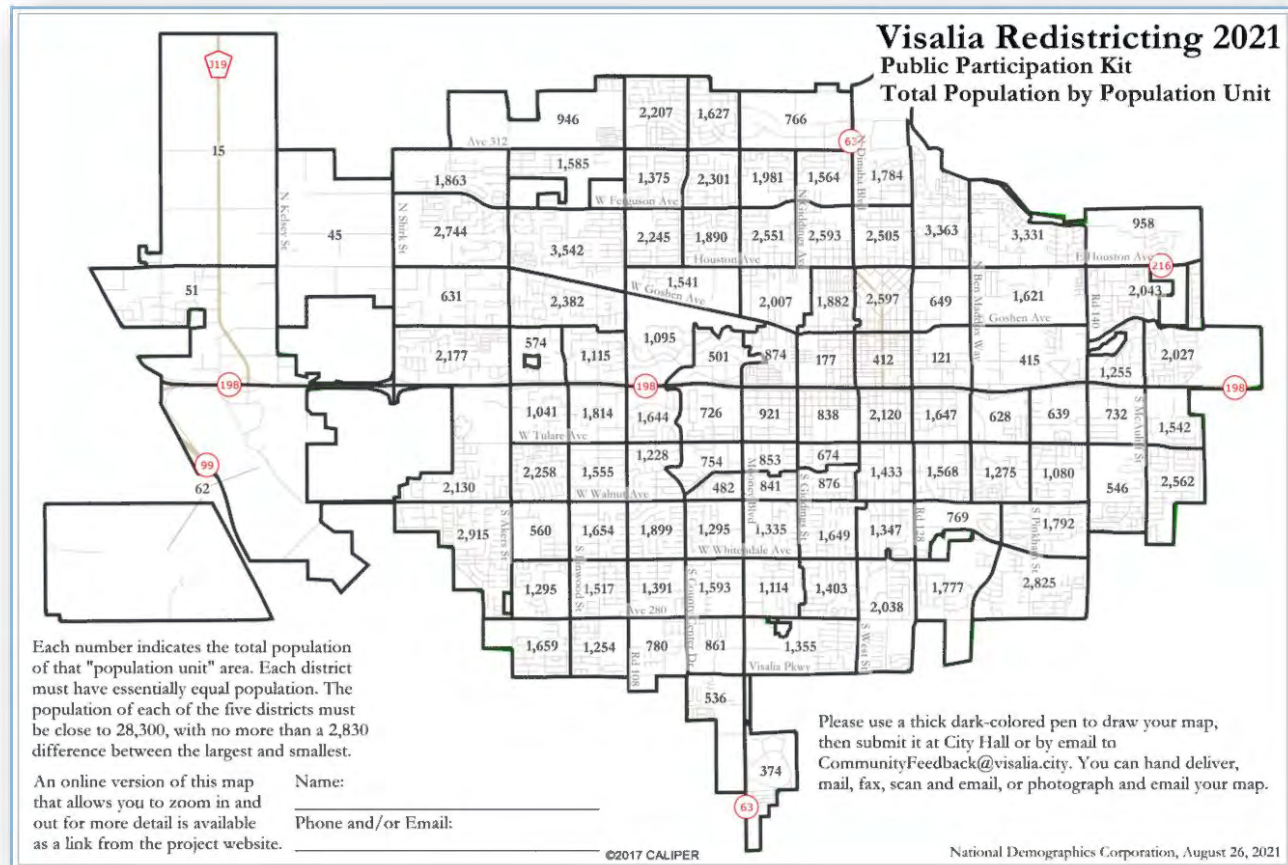
- ESRI's "ArcGIS Online" – similar to Google Maps in ease of use
- Used to review, analyze and compare maps, not to create them
- Includes overlays of "community of interest" and other data



Simple Map Drawing Tool

Paper “Public Participation Kit”

- For those without internet access or who prefer paper
- Total Population Counts only – no demographic numbers



Dave's Redistricting App

Full Database

- Easy to learn
- Easy to use / Paint brush
- <https://davesredistricting.org/maps#home>

To get started your first time on this site, click "Sign Up" and it will ask you to create a user name and password.

If you already have a user name and password, click "Log In"

State pages have links to state redistricting websites.

Submit your testimony to make your voice heard.

Advocate for your community!

PICK A STATE LEARN MORE

SUPPORTERS

Click a state to go to its page

Partisan Redistricting Control

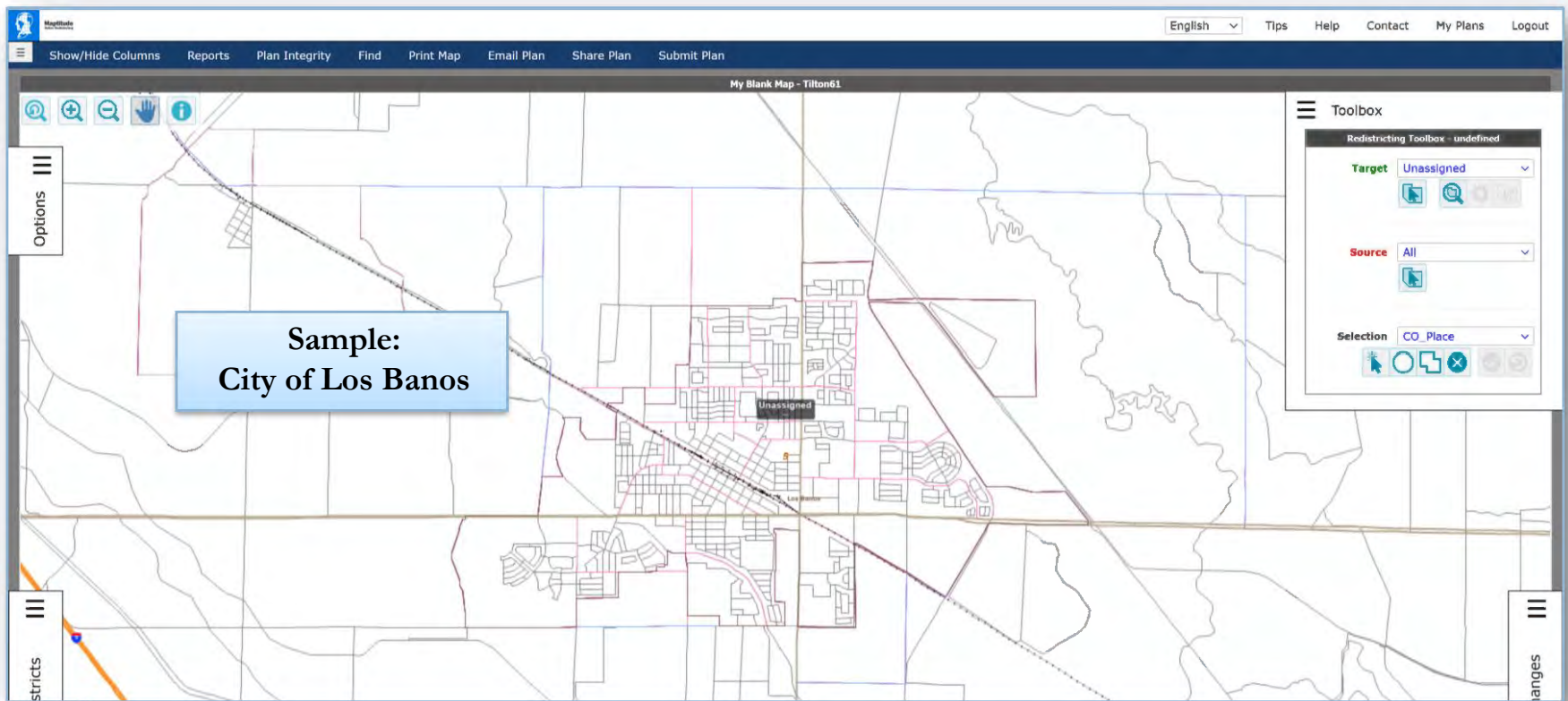
- Independent Commission
- Republican Control
- Split Control
- Democratic Control

Source: Wikipedia

Caliper's "Maptitude Online Redistricting"

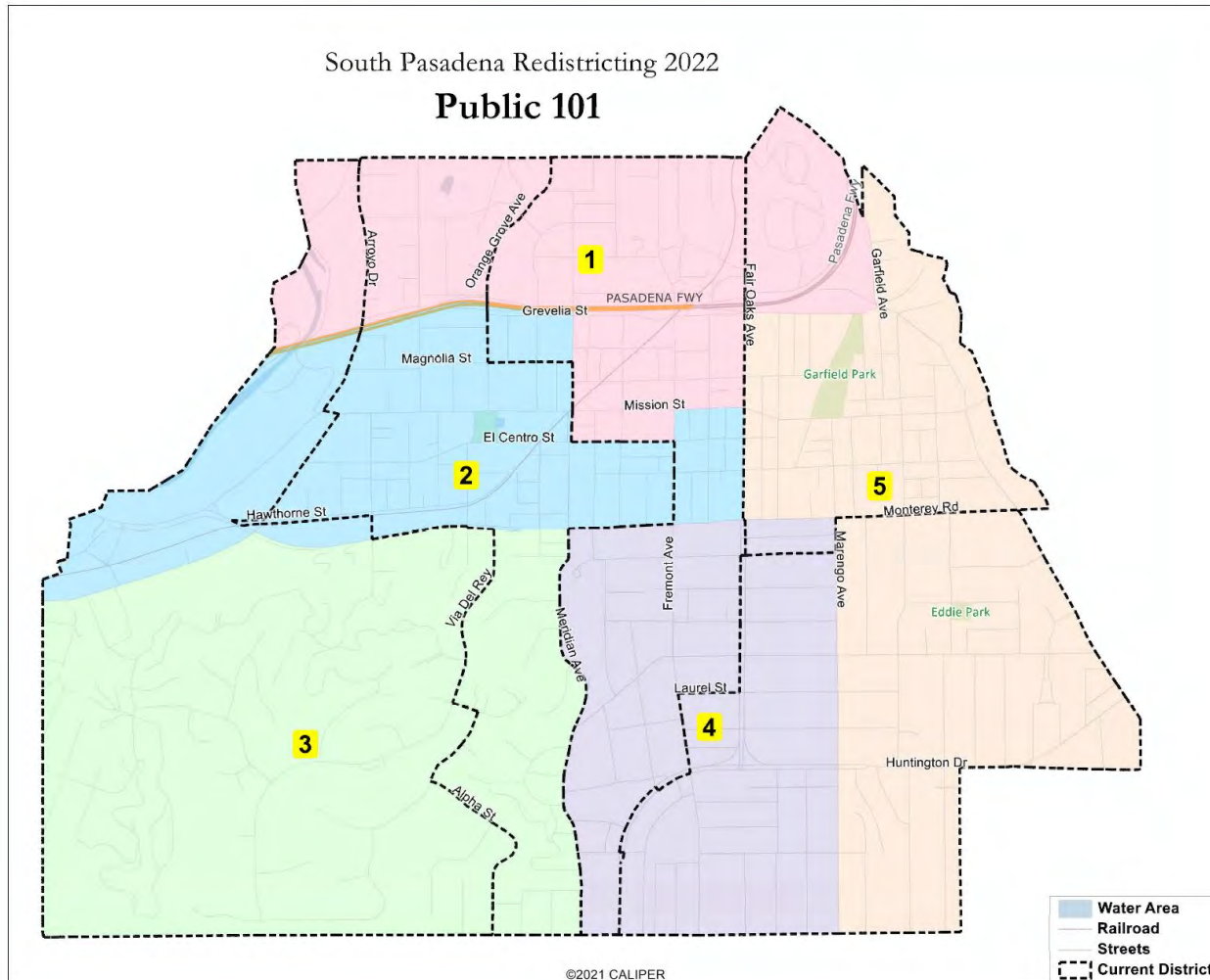
Full Database, Powerful Online Mapping Tool

- Powerful, common, data-rich online tool
- Six language options: English, Spanish, Portuguese, Vietnamese, Mandarin and Korean



Map Submitted by 2/18/22 – Public Map # 101

South Pasadena Redistricting 2022
Public 101

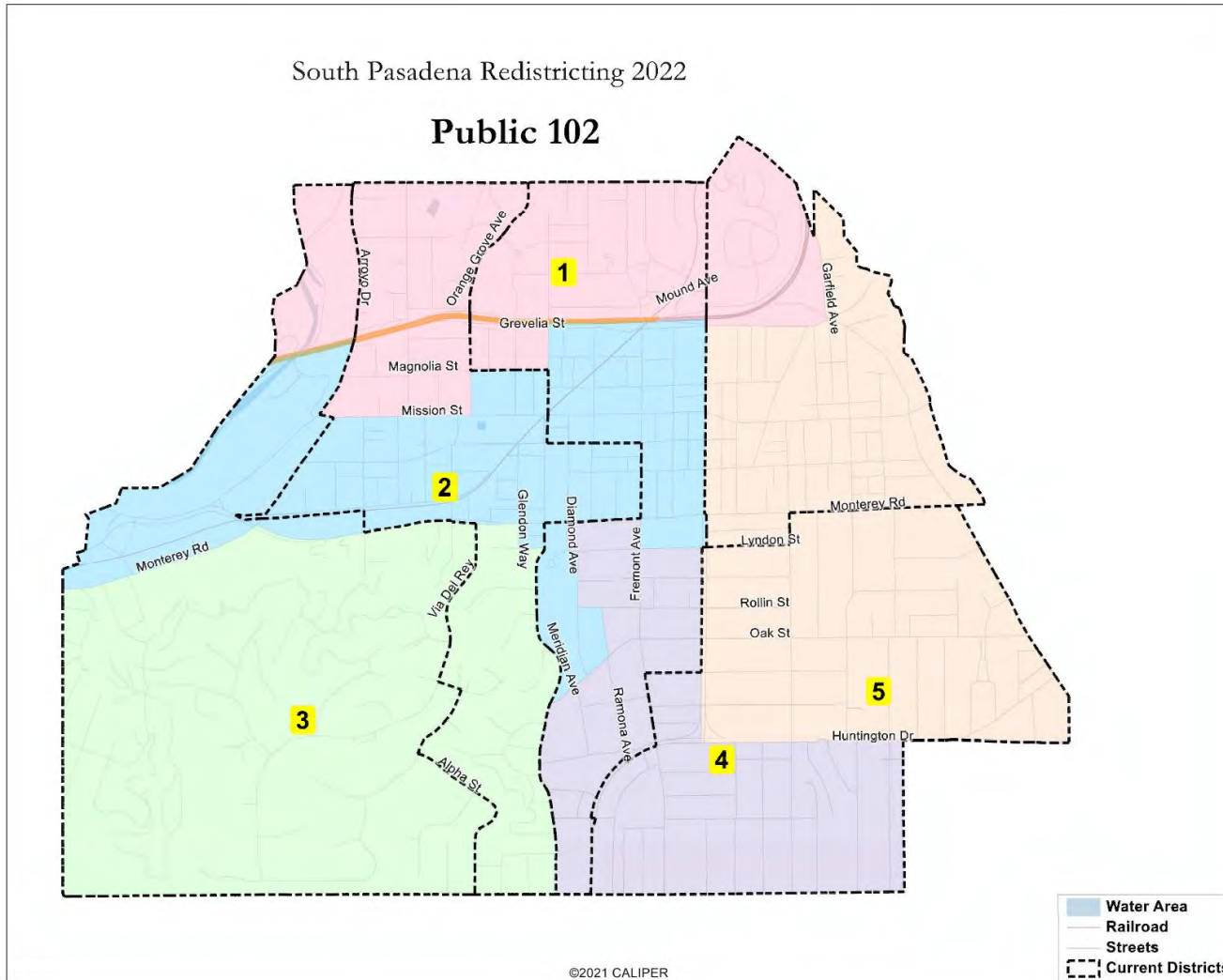


Population
Deviation: 9.18%

Map Submitted by 2/18/22 – Public Map # 102

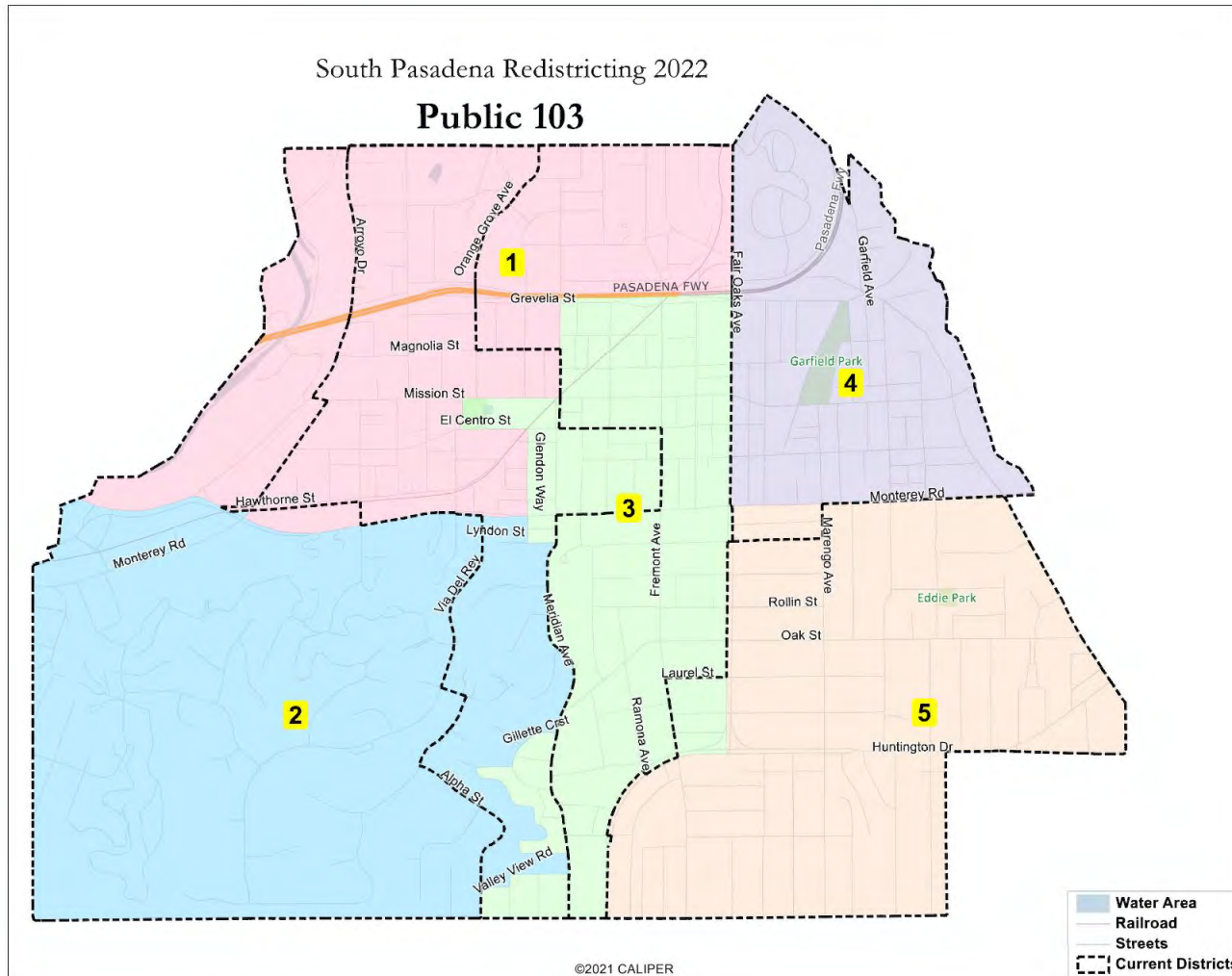
South Pasadena Redistricting 2022

Public 102

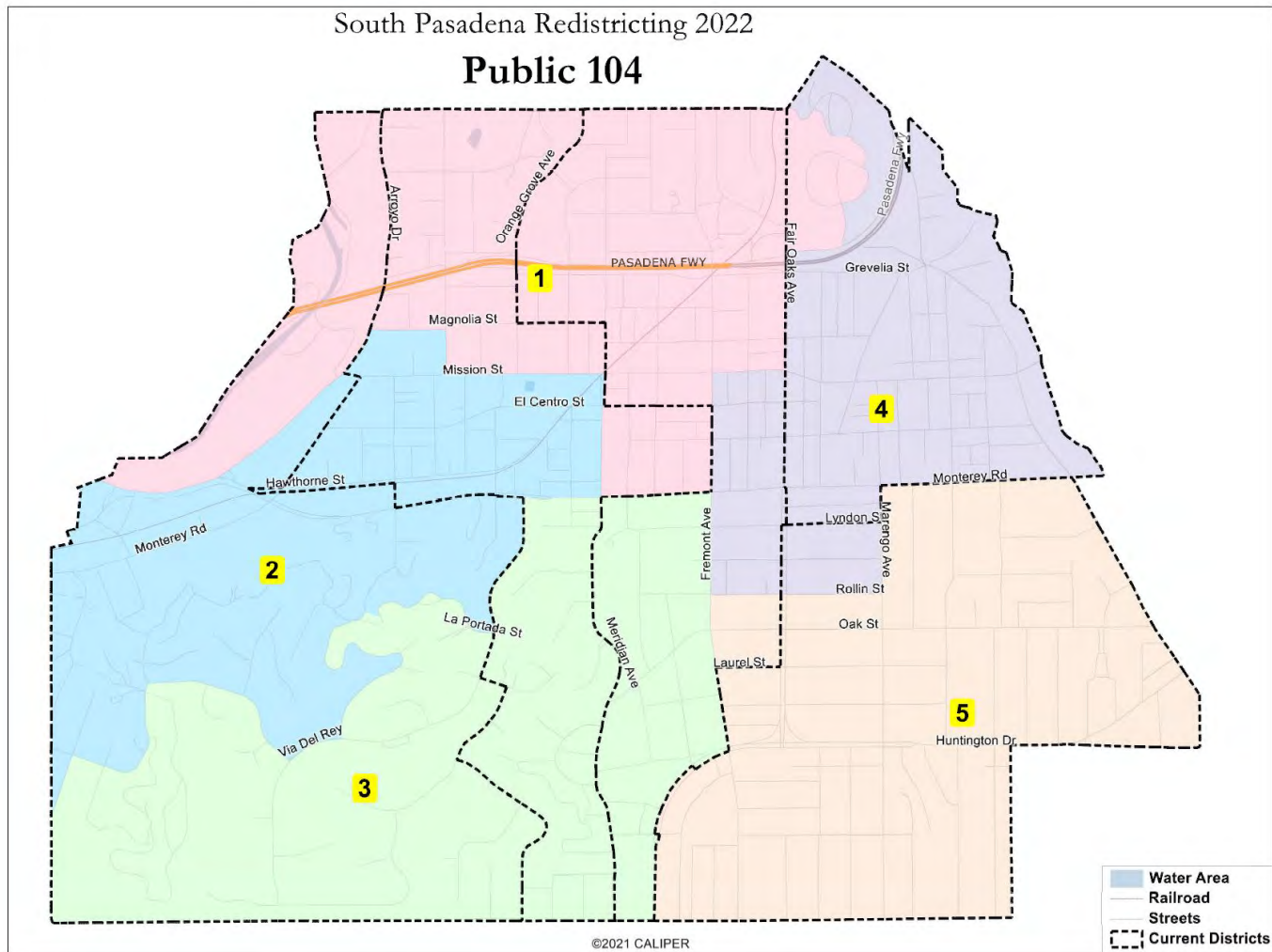


Population
Deviation: 2.09%

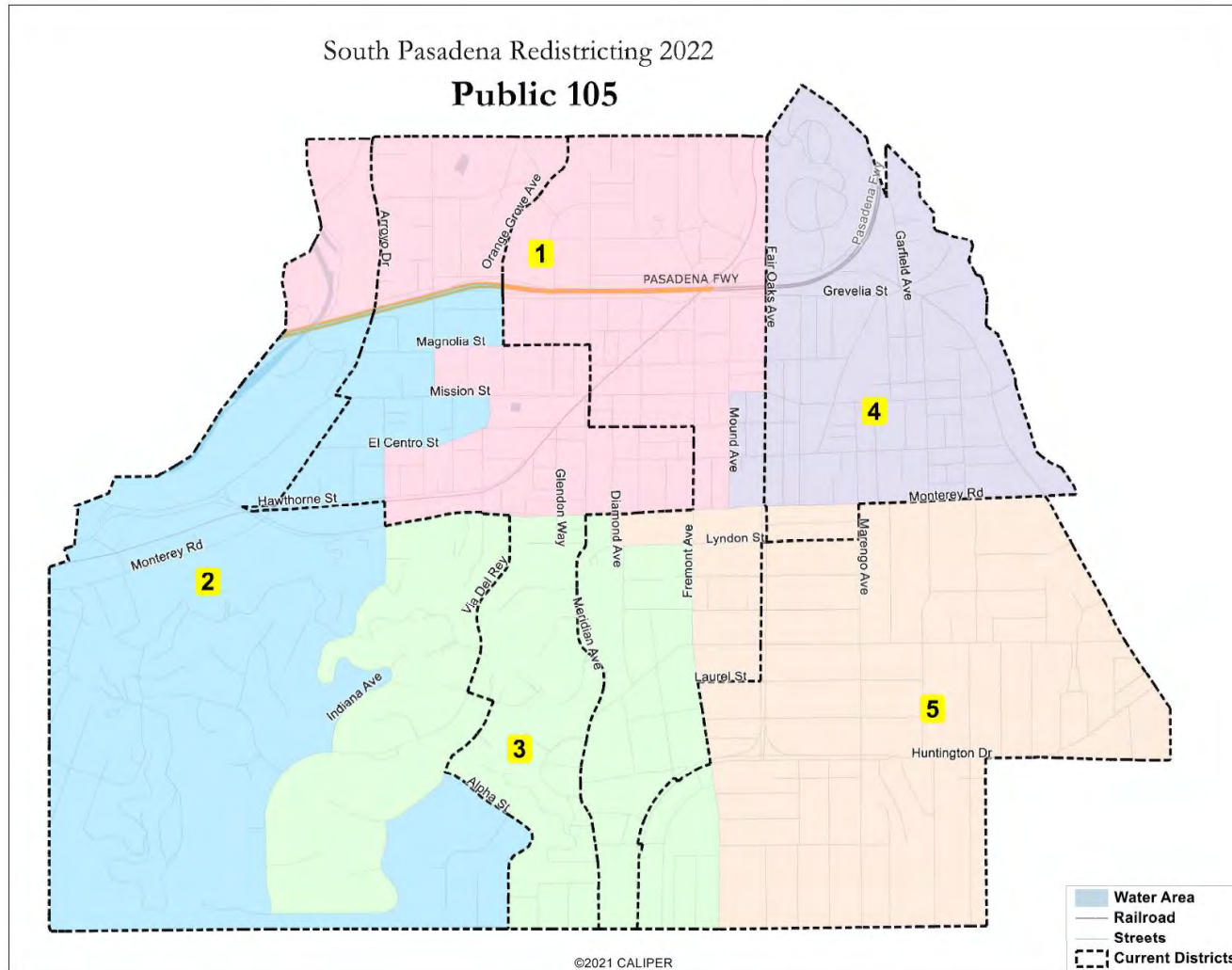
Map Submitted by 2/18/22 – Public Map # 103



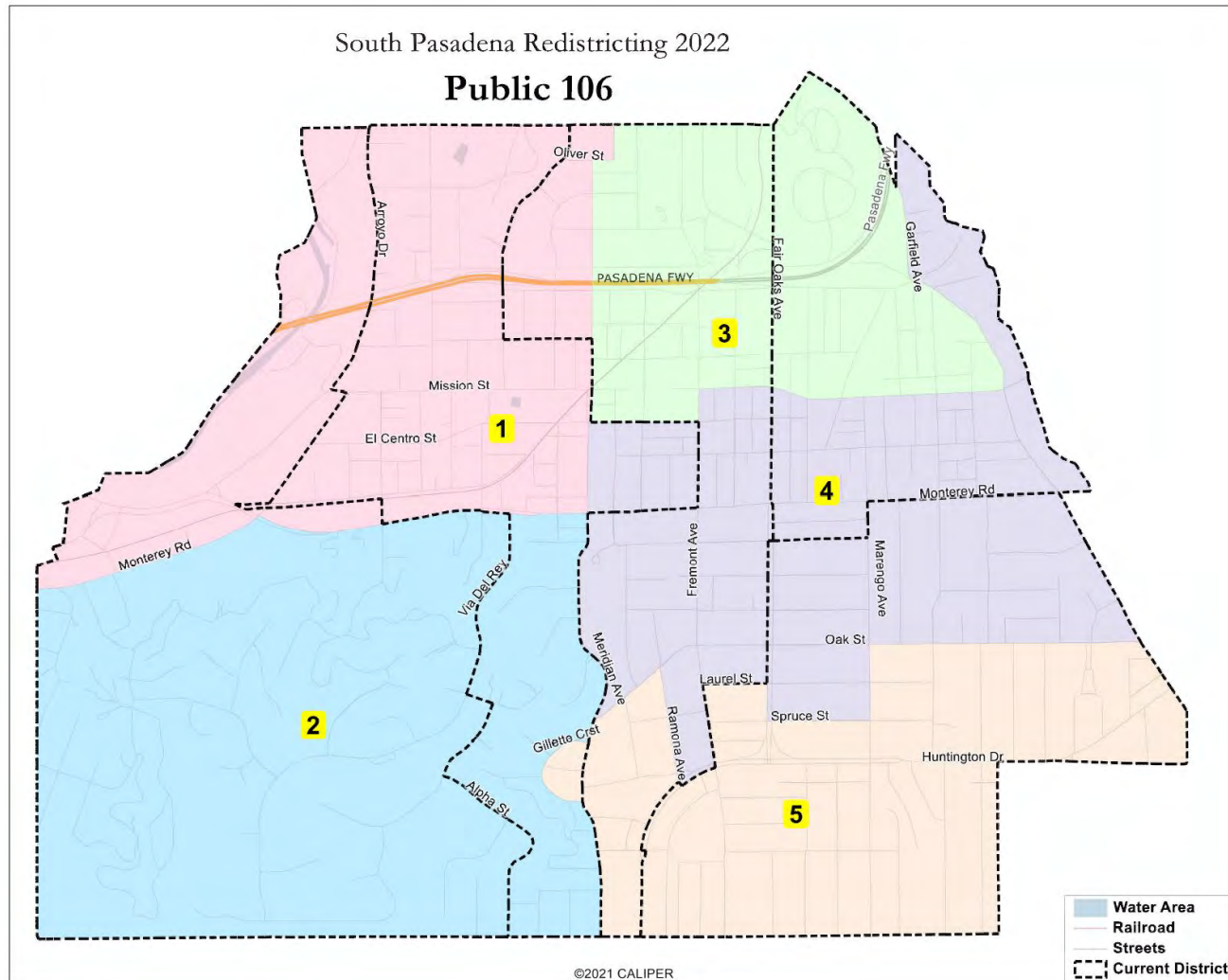
Map Submitted by 2/18/22 – Public Map # 104



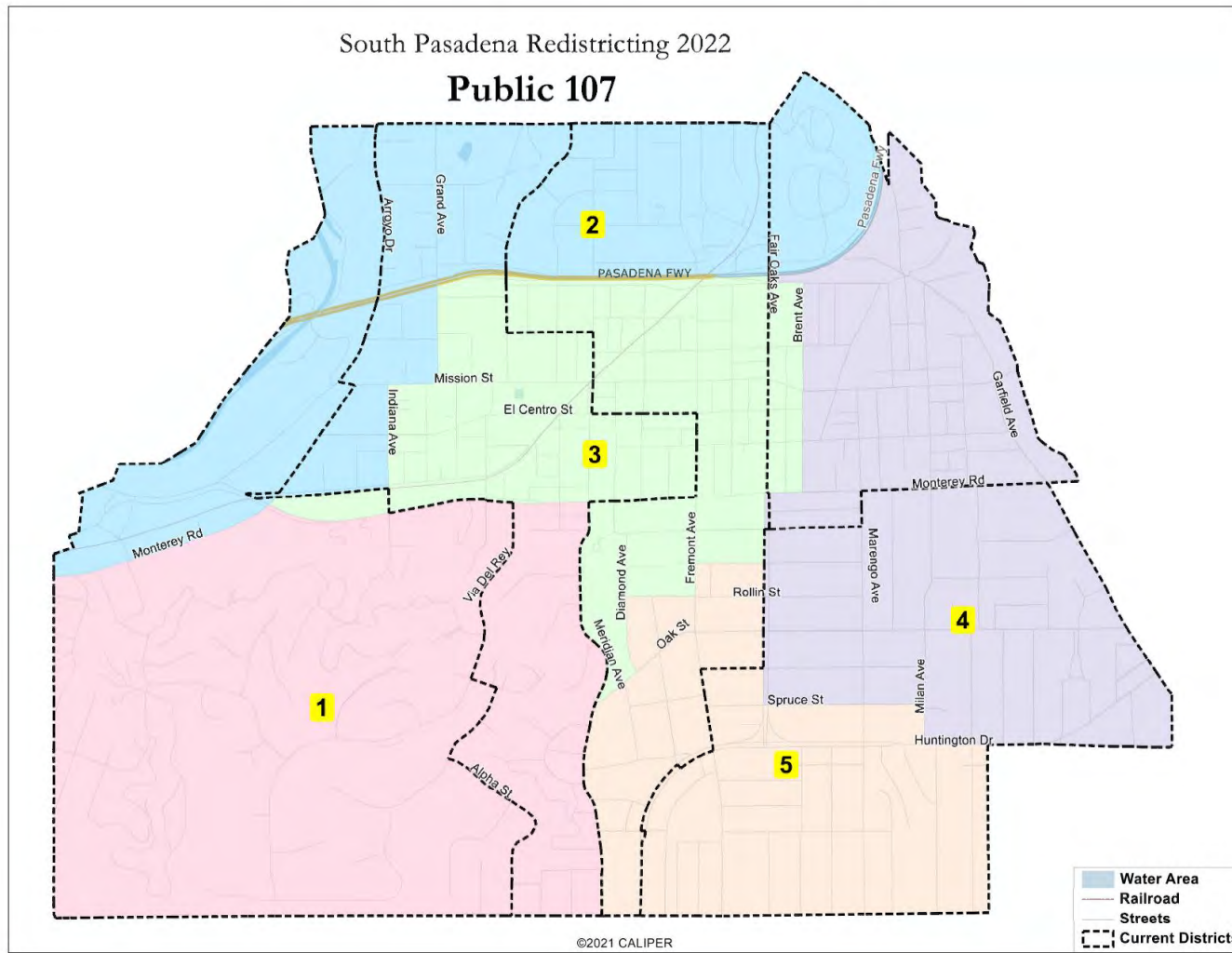
Map Submitted by 2/18/22 – Public Map # 105



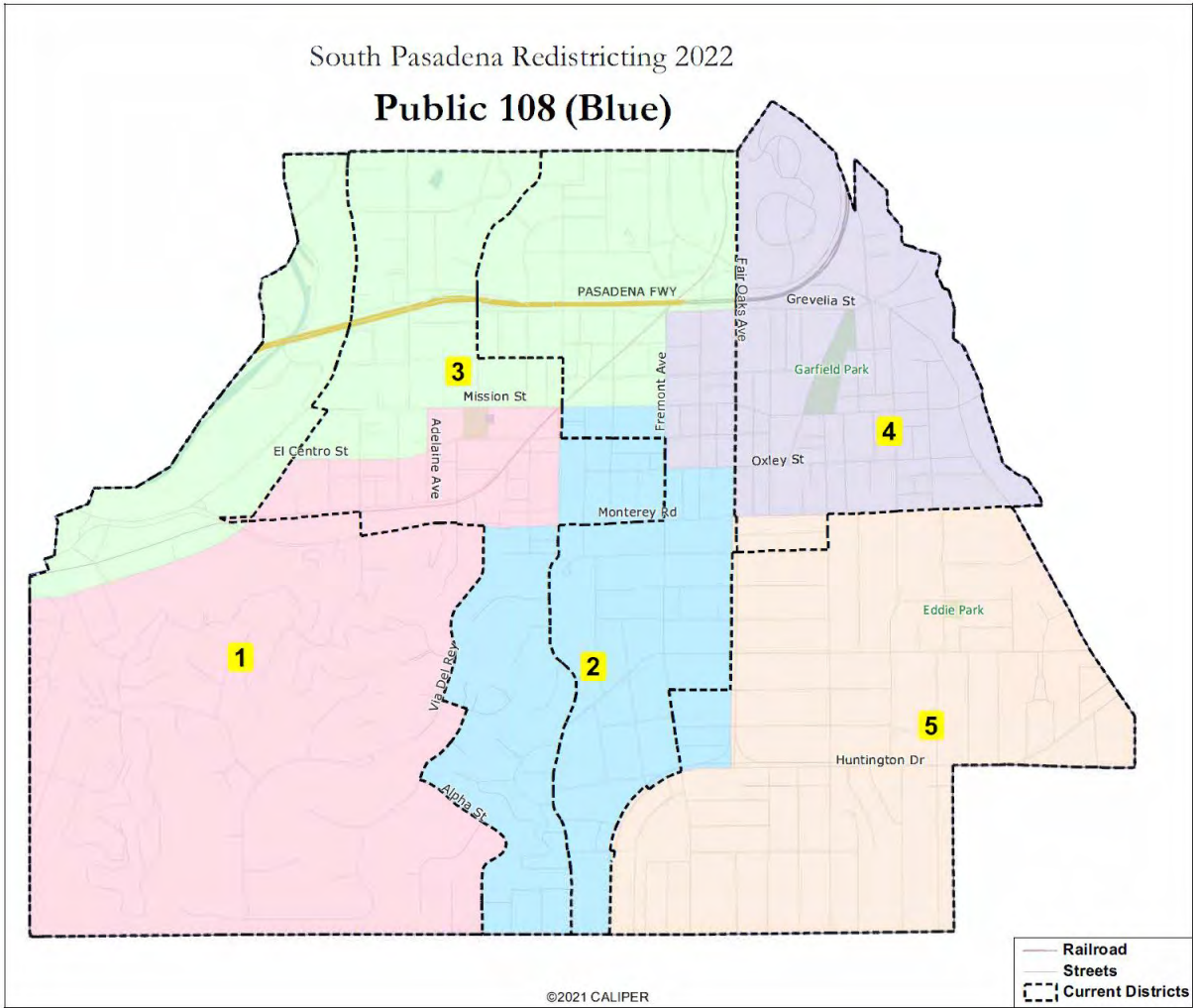
Map Submitted by 2/18/22 – Public Map # 106



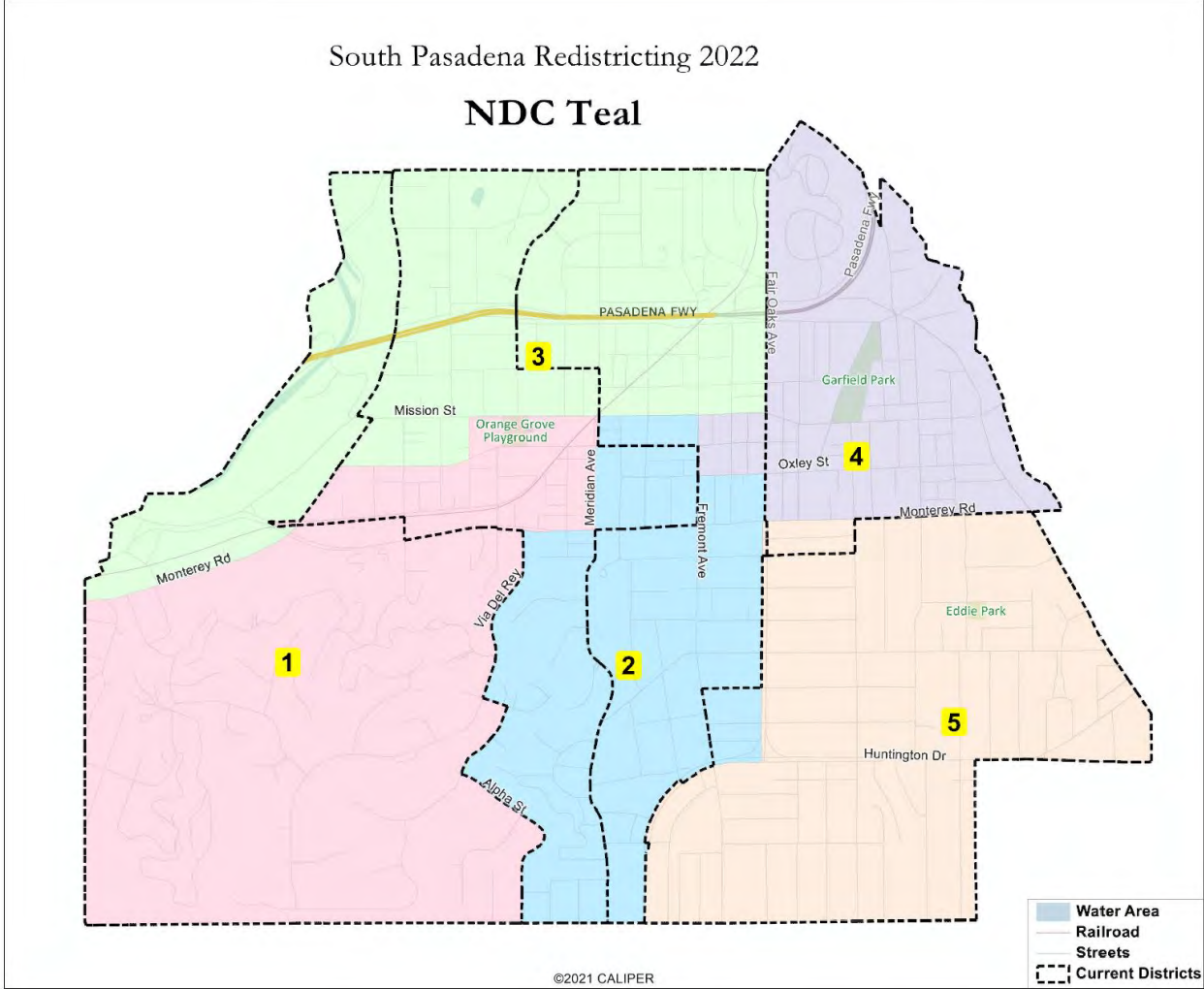
Map Submitted by 2/18/22 – Public Map #107



Map Submitted by 2/18/22 – Public Map #108 (Blue*)



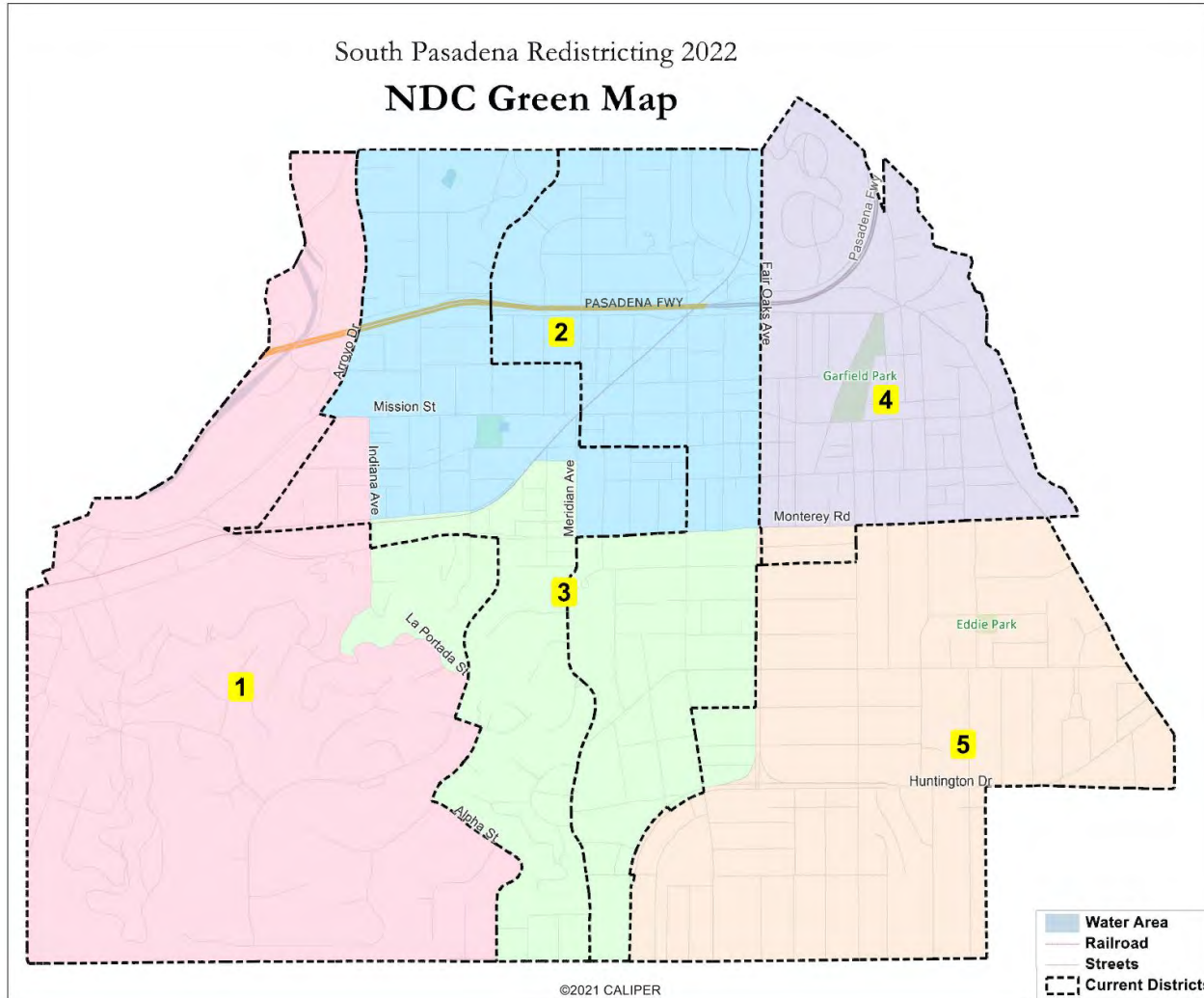
Map Submitted by 2/18/22 – NDC Map Teal



Population
Deviation: 8.36%



Map Submitted by 2/18/22 – NDC Map Green



Share Your Thoughts

Website: southpasadenaca.gov/redistricting

Phone: 626-403-7230

Email: redistricting@southpasadenaca.gov

The screenshot shows the City of South Pasadena website. The header includes the city name and navigation tabs: I WANT TO..., RESIDENTS, BUSINESSES, VISITORS, and GOVERNMENT. A search bar is located on the right. The left sidebar lists various city services, with 'Redistricting' highlighted. The main content area is titled 'REDISTRICKING' and includes links for 'Calendar', 'Community Survey', 'Draft Maps', 'Draw a Map', 'FAQs', and 'Resources'. Below this, the text describes 'The Redistricting Process' and asks for community input.

City of
SOUTH PASADENA

I WANT TO... RESIDENTS BUSINESSES VISITORS GOVERNMENT Search...

+ Departments
+ City Council Meetings
+ City Council
Compensation
+ Boards & Commissions
City Attorney
City Treasurer
City Manager
City Clerk
Elections
Redistricting

Government »

REDISTRICKING

Font Size: + - + Share & Bookmark Feedback Print

[Calendar](#) | [Community Survey](#) | [Draft Maps](#) | [Draw a Map](#) | [FAQs](#) | [Resources](#)

The Redistricting Process

Every 10 years, local governments use new data from the Census to redraw their district lines to reflect how local populations have changed. State law requires cities and counties to engage communities in the redistricting process by holding public hearings and doing public outreach, including to underrepresented and non-English-speaking communities. The City of South Pasadena is asking for your help to plan, draw, and redivide new City districts.

You will help us define the five City Council districts for the City of South Pasadena, and these

ATTACHMENT 3

Outreach Report



Preliminary Outreach Summary Report
March 2, 2022

Introduction	3
A Unique Timeline Challenge	4
Building an Outreach Team	4
Spanning Channels of Outreach	5
Example Collateral Materials	7

Introduction

The City of South Pasadena has launched an extensive outreach effort to the South Pasadena community to engage and educate the public about the redistricting process. This Preliminary Outreach Summary Report is intended to provide a high-level overview of the outreach philosophy, process, and results to date.

Key highlights from these initial communication efforts include:

- Two redistricting workshops to collect community of interest feedback and demonstrate the mapping tools
- A mailer highlighting the redistricting process and participation opportunities with a paper map exercise was sent to every resident to drive map drawing and public engagement.
- Email or phone contact with nearly 100 stakeholders and organizations to proactively outreach to key influencers, community leaders and community-based organizations with redistricting related information, including hearing flyers and press releases.
- 23 social media posts, including two paid advertisements, spread across Facebook and Instagram during the months of September 2021 to February 2022. Social media outreach will continue through April 2022.
- An informational e-newsletter campaign was sent to 1,639 residents to drive awareness of the redistricting effort and promote the opportunity to participate in Public Hearings and Community Workshops.
- Rollout of the Redistricting website occurred, southpasadenaca.gov/redistricting, where residents can access extensive resources to learn about the redistricting process, access all the materials and meeting information, complete a survey regarding communities of interest, and to draw draft maps based upon their understanding of communities of interest and submit them for consideration in the future.
- Press releases and flyers have been created highlighting key milestones and events for the redistricting process in the languages of English, Spanish, Traditional Chinese and Korean.
- Creation of a redistricting informational video that was placed on the redistricting website and social media.

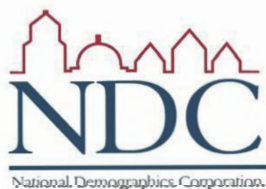
A Unique Timeline Challenge

The redistricting process that follows the 2020 Census is unique because of the delay in release of the Census data. Typically, the Census data would become available in April of the year after the Census (April 2021), but due primarily to the impact of the Coronavirus Pandemic, the data release has been delayed. Indeed, the official redistricting data that will be provided by the State of California to cities to be used for drawing maps was not delivered until late September.

The delayed data release has compressed the redistricting process in hundreds of agencies across California. To address this challenge, the City of South Pasadena has launched a process to engage and inform the public early with redistricting information, and preparing them to participate in the process once the official data was released and map drawing has commenced.

Building an Outreach Team

The City of South Pasadena has built a team of professionals to effectively execute the community outreach component of the project. This team includes City of South Pasadena staff, Tripepi Smith, and National Demographics Corporation (NDC). These parties have been meeting jointly on regular calls to discuss the project and coordinate efforts. The integration of the demographer (NDC) into the outreach plan was designed to ensure that communications properly contributed to the broader goals of public information and drawing maps. This team approach has helped to eliminate silos of knowledge in this critical project, made more important by the challenging compressed timeline.



Tripepi Smith was engaged as an outreach expert on the redistricting and district formation process. The firm has a long history of collaboration with NDC and has worked with other cities to assist with their migration to district elections. During this redistricting cycle, the firm is working with over 20 other cities and counties on their redistricting outreach.

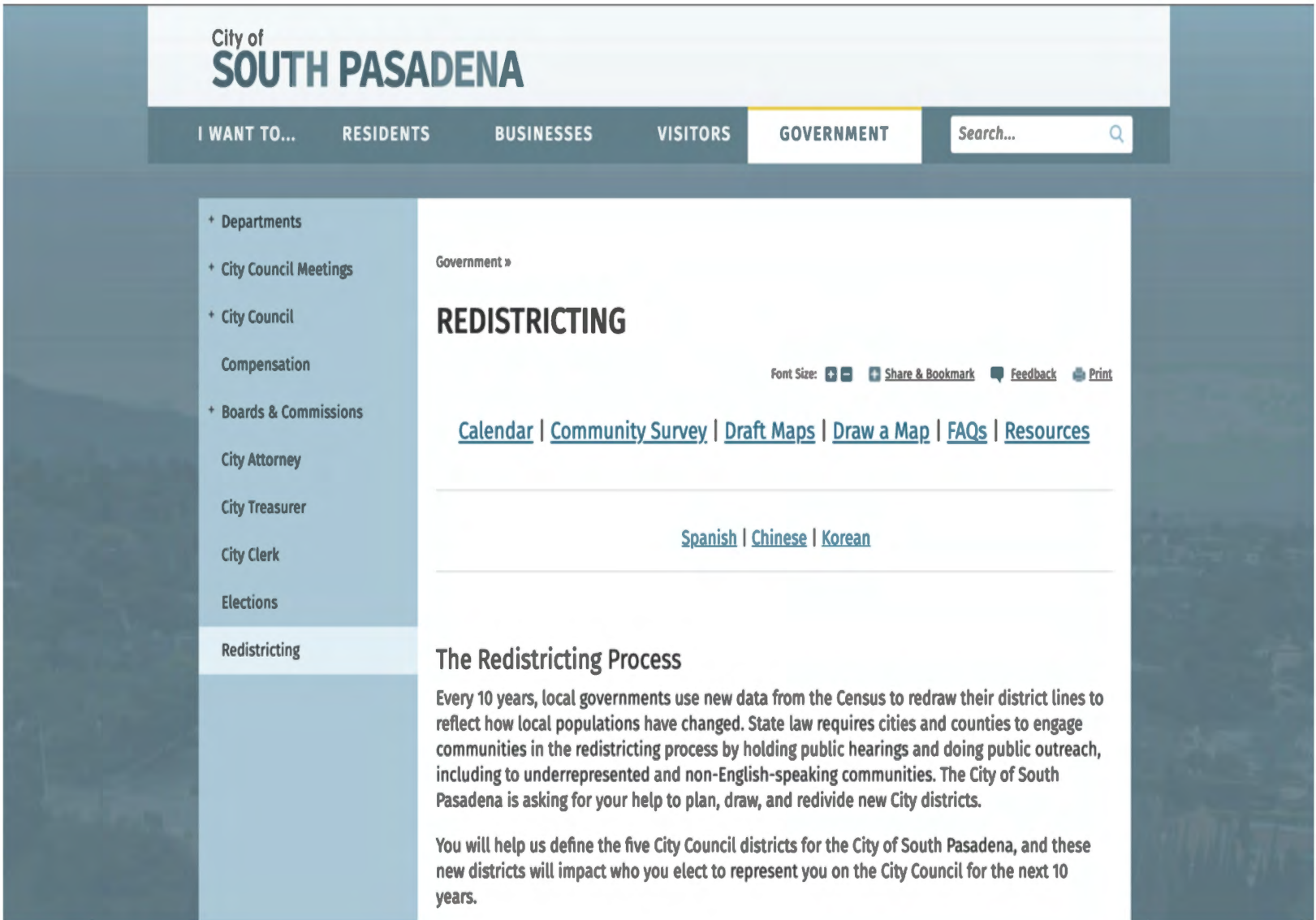
These outreach efforts were ably assisted by the Management Services team and the City Manager's Office for the City of South Pasadena.

Spanning Channels of Outreach

The City of South Pasadena leveraged a full array of outreach platforms to connect with the public. These included:

- City social media channels, including two boosted posts with a budget of \$200 per post. As of February 16, 2022, the City posted a total of 21 posts:
 - Total Reach: 21,950
 - Total Engagement: 803
 - Total Boosted Post Reach: 9,239
 - Total Boosted Post Engagement: 288
- The City's redistricting website: southpasadenaca.gov/redistricting
- A community survey through the City's redistricting website to gather public input on communities of interest
- A mailer distributed to every resident within the City
- Direct calls and emails to nearly 100 community leaders and organizations throughout South Pasadena and the surrounding area
- Press releases and flyers sent to 30 traditional media outlets
- Email outreach to those that sign up for Redistricting email notifications and the City's e-newsletter

Image Description: City of South Pasadena home page for Redistricting project.



The screenshot shows the City of South Pasadena website. At the top, the city name "City of SOUTH PASADENA" is displayed. Below this is a navigation bar with links for "I WANT TO...", "RESIDENTS", "BUSINESSES", "VISITORS", and "GOVERNMENT". A search bar is located on the right side of the navigation bar. On the left side, there is a vertical menu with various categories, including "Departments", "City Council Meetings", "City Council", "Compensation", "Boards & Commissions", "City Attorney", "City Treasurer", "City Clerk", "Elections", and "Redistricting". The "Redistricting" category is highlighted. The main content area features a "Government »" breadcrumb, followed by the heading "REDISTRICTING". Below the heading, there are social media sharing options (Font Size, Share & Bookmark, Feedback, Print) and a list of links: "Calendar", "Community Survey", "Draft Maps", "Draw a Map", "FAQs", and "Resources". Further down, there are language options: "Spanish", "Chinese", and "Korean". The main text section is titled "The Redistricting Process" and contains the following text: "Every 10 years, local governments use new data from the Census to redraw their district lines to reflect how local populations have changed. State law requires cities and counties to engage communities in the redistricting process by holding public hearings and doing public outreach, including to underrepresented and non-English-speaking communities. The City of South Pasadena is asking for your help to plan, draw, and redivide new City districts. You will help us define the five City Council districts for the City of South Pasadena, and these new districts will impact who you elect to represent you on the City Council for the next 10 years."

Example Collateral Materials

Flyers and mailers were made available and distributed to the public.

Public Hearing Flyer (English, Spanish, Traditional Chinese and Korean)



You can help shape the future of South Pasadena!

The City of South Pasadena is in the middle of its redistricting process which, upon completion, will determine how voters are represented by the City Council for the next 10 years. Join us at the next community workshop to learn more about the process and how to draw maps.

We want to hear from YOU at our Virtual Workshop!
We will have a discussion on communities of interest and provide a demonstration of the mapping tools.

January 31, 2022 at 6 PM
Zoom Link: <https://us06web.zoom.us/j/83877548027>

Ensure your voice is heard by drawing a map! The City of South Pasadena is encouraging residents to submit maps of their own neighborhood, propose a Council district or sketch an entire citywide map of 5 Council districts. Submit your public comments, including your draft maps, by emailing: redistricting@southpasadenaca.gov.

Learn more about the redistricting process at southpasadenaca.gov/redistricting.

The City of South Pasadena Needs Your Input on the City's Redistricting Process

What is redistricting? Redistricting is the process of adjusting City Council voting district lines in accordance with population shifts. In California, elected bodies must redraw the lines of their districts every 10 years following the release of Census data so that each district is approximately equal in population. This process ensures that each City Council member represents close to the same number of constituents.

How does redistricting impact my community? Redistricting determines which neighborhoods and communities are grouped together into a voting district for the purpose of electing a City Councilmember. The City is seeking input on communities of interest and encourages the public to complete the online survey on the redistricting website. Your feedback will be used to construct representative Council districts.

Can I draw my own map? You can draw a map of your community or all five districts! Map-drawing guarantees that communities have the strongest voice possible in expressing their preferences. When residents with similar interests are drawn into a district together, their combined voices give them a greater opportunity to express their views and elect candidates of their choice.

Make Your Voice Heard at a Public Meeting:

January 19, 2022 at 7:30 PM | Public Hearing #2

- *Identify neighborhoods, communities of interest and secondary areas.*

January 31, 2022 at 6 PM | Virtual Workshop

- *Discussion on communities of interest and mapping tool demonstration.*

February 18, 2022 by 5 PM | Deadline to submit draft maps for consideration at the March 2, 2022 Public Hearing.

March 2, 2022 at 7:30 PM | Public Hearing #3

- *Review and discuss draft maps and election sequencing.*

March 7, 2022 by 12 PM | Final deadline to submit maps for consideration. Public input on draft maps is encouraged through March 16, 2022.

March 16, 2022 at 7:30 PM | Public Hearing #4

- *Identify and adopt a preferred map.*



For public hearing information, the community survey and map-drawing resources, visit southpasadenaca.gov/redistricting. Questions, feedback and map submissions can be submitted to redistricting@southpasadenaca.gov or dropped off at the City Clerk's Office.

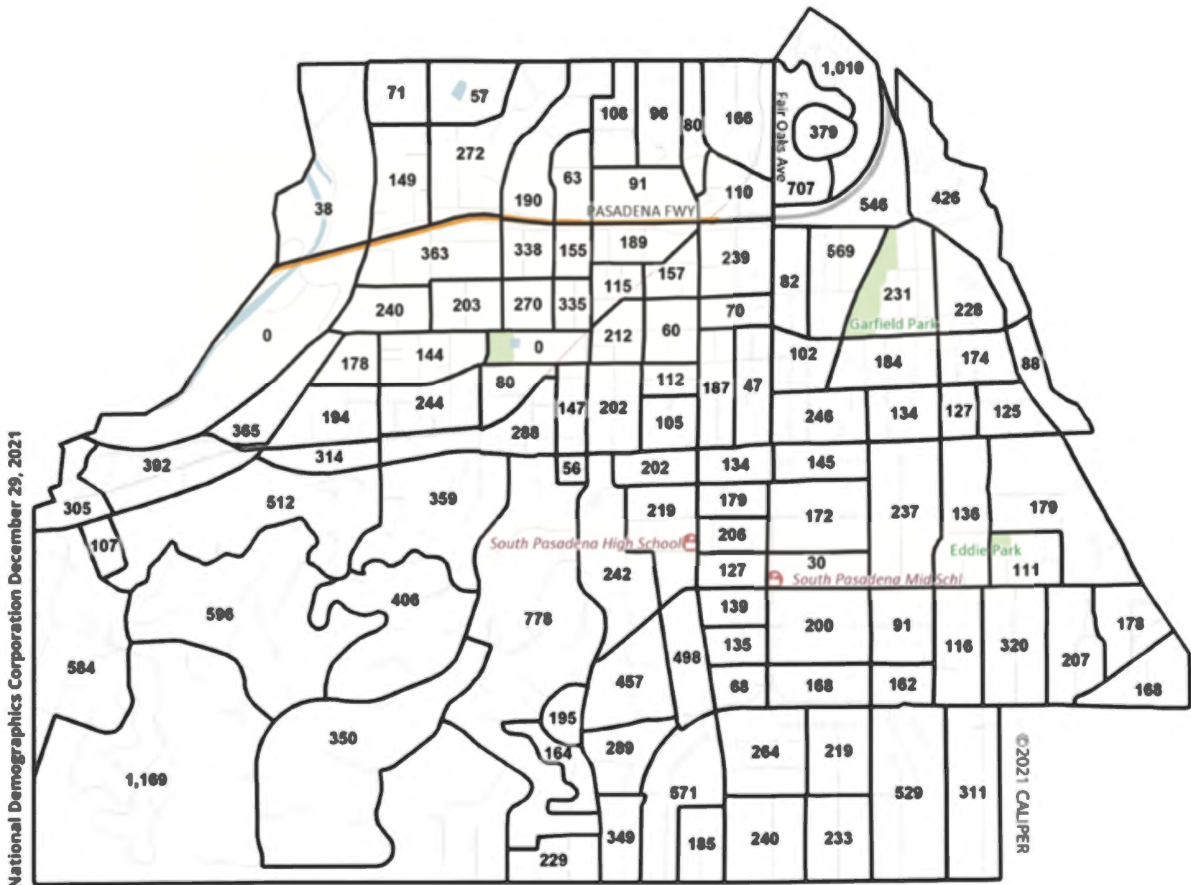
City of South Pasadena 2022 Redistricting Public Map Submission

INSTRUCTIONS:

Draw your proposed district boundaries using colored pens or pencils. The 2020 total population for each "population unit" area is shown on the map.

Each of the five (5) districts should have approximately 5,400 residents. A balanced map will have no more than a 540 difference in population between the largest and smallest districts.

Submit your completed map in person or by email to redistricting@southpasadenaca.gov.



National Demographics Corporation December 29, 2021

Name:

Phone / email:



Scan the QR code for more information

An electronic version of this map is available on the City's website to download and print.



Social Media Content



City of South Pasadena – Lo...

Sponsored · 🌐

Communities of interest are overlapping sets of neighborhoods, networks and groups that share interests, views, cultures, histories, languages or values and whose boundaries can be identified on a map.

■ Let us know YOUR communities of interest so we can draw better-informed maps as part of the #Redistricting process:

<https://www.southpasadenaca.gov/government/redistricting/redistricting-community-survey>

💬 This leads to a better understanding of community needs and concerns and can lay the groundwork for achieving a strong collective voice.



City of South Pasadena – Lo...

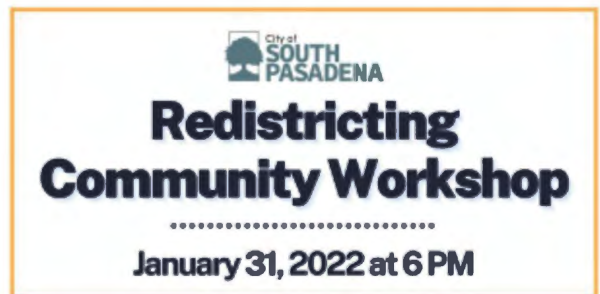
Sponsored · 🌐

📅 Don't forget! Join us January 31 at 6 PM for the second #SouthPasadenaRedistricting community workshop. You'll have an opportunity to share your feedback on how the City should redistrict and learn how to use the mapping tools to draw your own map for City Council consideration.

■ Zoom link:

<https://us06web.zoom.us/j/83877548027>

Learn more about the workshop and the redistricting process at www.southpasadenaca.gov/redistricting





City Council Agenda Report

ITEM NO. 17

DATE: March 2, 2022

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Brian Solinsky, Police Chief
Alison Wehrle, Management Analyst

SUBJECT: **First Reading and Introduction of an Ordinance Amending Chapter 18, Article VI of the South Pasadena Municipal Code to Prohibit the Sale of All Tobacco Products and Electronic Smoking Devices**

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 18, Article VI of the South Pasadena Municipal Code to Prohibit the Sale of All Tobacco Products and Electronic Smoking Devices.

Executive Summary

At the July 21, 2021 regular meeting, City Council directed staff to study and recommend key policy provisions for an ordinance that would ban the sale of all tobacco products in South Pasadena. After researching the issue, staff determined that these goals could be accomplished in an amendment to the existing tobacco regulations, South Pasadena Municipal Code (SPMC) Chapter 18, to ban the sale of tobacco products. The attached draft ordinance would repeal the existing Tobacco Retailer Permit Ordinance (SPMC 18.101, et seq) and replace such with a prohibition of tobacco sales citywide.

Background

While many cities have prohibited the sale of flavored tobacco products, only two other cities in the United States, Beverly Hills and Manhattan Beach, have passed bans on all tobacco products.

According to the Center for Disease Control and Prevention (Fast Facts, 2020), Cigarette smoking causes more than 480,000 deaths each year in the United States. Smoking is associated with more deaths than the following causes combined:

- Human immunodeficiency virus (HIV)
- Illegal drug use
- Alcohol use
- Motor vehicle injuries
- Firearm-related incidents

Tobacco use is linked to several chronic diseases, including cancer, cardiovascular disease, emphysema, chronic obstructive pulmonary disease, pneumonia, diabetes, and arthritis. Exposure to secondhand tobacco smoke also poses a risk for chronic disease, coronary heart disease, stroke, and lung cancer.

The California Department of Public Health's California Tobacco Control Program (CTCP) states that nearly 12,000 young people try their first cigarette every day, with approximately 68% of adult smokers in California starting to smoke before the age of 18. It is estimated that more than 440,600 Californian children living today will die prematurely because they will become smokers.

The University of California at San Francisco conducted a study (Findings from the California Tobacco Program Media Campaign Evaluation Endgame Questions, September 2021) and found that residents in Los Angeles County between the ages of 18-55 years old overwhelmingly supported the phasing out of cigarette sales within the next five years. The survey was conducted between August 2019 and August 2021 with respondents from multiple ethnic and cultural backgrounds.

Restricting the sale of tobacco products differs from restricting smoking activity:

- Smoking Activity: To promote healthy living, the City has long supported no-smoking policies. In 2018, the City prohibited smoking on public sidewalks, walkways, parkways, curbs, and gutters. One of the primary goals of the City's aggressive approach with these policies is to protect the public from unwanted exposure to secondhand smoke.
- Sale of Tobacco Products: While the City prohibits smoking in many locations, the City does allow the sale of tobacco products through a regulatory permit process. On February 18, 2009, the City Council formally adopted Ordinance 2184 requiring establishments selling tobacco products to obtain a Tobacco Retailer Permit, renewable every year.

The South Pasadena Municipal Code (SPMC) § 18.102(a) currently states: Tobacco Retailer Permit Required. It is unlawful for any person to act as a tobacco retailer in the city without first obtaining and maintaining a valid tobacco retailer permit ("permit") pursuant to this article for each location at which that activity is to occur. Tobacco retailing without a valid tobacco retailer permit is a nuisance as a matter of law.

SPMC §18.101(g) defines a tobacco product as "Tobacco product" means any substance containing tobacco leaf, including, but not limited to, cigarettes, cigars, pipe tobacco, hookah tobacco, snuff, chewing tobacco, dipping tobacco, snus, bidis, or any other preparation of tobacco; and any product or formulation of matter containing biologically active amounts of nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the expectation that the product or matter will be introduced

into the human body, but does not include any cessation product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco dependence.

Analysis

At the October 18, 2021 Public Safety Commission Special Meeting, Staff introduced a framework for discussion on exploring and developing a policy to ban the sale of tobacco products within the City of South Pasadena. The Commission reviewed a number of documents, took public comment, and held a discussion on the subject matter, putting together a set of recommendations for an initial draft ordinance to be presented to the City Council at a later date.

At the January 10, 2022 Public Safety Commission Regular Meeting, the Commission reviewed an updated a draft ordinance, incorporating suggestions of both the Commission and the City Attorney. With five of seven Commissioners in attendance, the Commissioners voted 4-1 in favor of supporting an endorsement of the updated draft ordinance as written.

Legal Review

Ahead of the January 10, 2022 Public Safety Commission regular meeting, the City Attorney provided guidance and made updates to the original draft ordinance, incorporating many of the Public Safety Commission's recommendations for a potential ban of the sale of all tobacco products, including adding structure to the hardship exemption process and the addition of a recommended effective date of November 20, 2022.

The attached updated draft ordinance (Attachment 1) includes changes to the appropriate sections of the City's current municipal code that would need to be altered, including sections outlining the tobacco retailer permit application, issuance, requirements, renewal, compliance, and monitoring processes. Also included in the updated draft ordinance are new sections regarding ban enforcement, requirements for a single hardship exemption application, and the hearing procedure for a requested hardship exemption. The City Attorney has opined that the suggestion to only allow small businesses to apply for a hardship exemption be omitted, and is not included in the attached updated draft ordinance.

Business Impact Mitigation Update

Several of the tobacco retailers contacted, including gas stations, convenience stores, and a cigar lounge have provided various figures as to the extent to which a ban on tobacco sales could impact or affect their businesses. Some have estimated between 15-20% of their revenue is from tobacco sales.

Staff has considered various options to assist small businesses in mitigating the impact of revenue lost from tobacco sales. Staff members met with a representative from the Small Business Development Center ("SBDC") at Pasadena City College and discussed

options to support the small businesses within the City, including providing a presentation of local businesses' services at a Chamber of Commerce meeting. The SBDC offers free one-on-one advising with small business experts to help them avoid many of the common problems faced by entrepreneurs. Other benefits include locating and applying for small business loans, including financing and educational workshops and events.

The representative also informed staff about the SCORE program, which is the nation's largest volunteer, expert business mentoring program. A resource partner for the Small Business Administration, the SCORE business mentorship program gives entrepreneurs a unique opportunity to receive personalized counseling from someone with more than 20 years of experience in their industry. Mentors retain accessibility with clients via email and schedule in-person appointments to meet with and mentor both existing and future business owners. There are also a large variety of hosted webinars, workshops, and interactive online training modules available for businesses to participate in.

A representative from the SBDC at Pasadena City College provided a presentation at the December 7, 2021 Chamber of Commerce ShopTalk meeting. The representative presented on the organization and the variety of services and consulting that are available to all types of businesses, including business planning, legal and accounting, loan advice, sales and marketing, product diversification, and more. Additional information about the offerings of the SBDC can be found in Attachment 10. The recording of the presentation will be available on the Chamber of Commerce's website, and Staff is able to put any interested business in contact with the SBDC and/or the Chamber of Commerce for any business advising needs.

Tobacco Retailers in South Pasadena

There are currently 11 establishments with active City-issued Tobacco Cigarette Retailer Permits. One retailer is a cigar lounge, Fair Oaks Cigar, which sells tobacco and liquor-related products and allows smoking indoors. Other retailers include three grocery stores, four gas stations, two convenience stores, and one convenience store/pharmacy.

Staff Composition of Existing Retailers

Category	Number of Retailers
Cigar lounges	1
Grocery stores	3
Gas stations	4
Associated with bed and breakfast	0
Convenience stores or pharmacies	3
Total	11

The magnitude to which a business relies on revenue generated from tobacco sales varies upon its category and business model. For a large grocery store selling a higher volume of various goods, tobacco-related products might represent a small or even insignificant portion of overall sales. For small businesses such as gas stations or convenience stores, tobacco has not been shown to be a significant portion of revenue.

The cigar lounge at issue has tobacco sales as the primary source of revenue, and an amortization period is more difficult to calculate and address. Therefore, a sufficient time for implementing such an ordinance should be evaluated. Here, the impacts regarding youth exposure are minimized due to the lounge/club arrangement of the business.

Staff has discussed options with experts in retail tobacco sales, who have indicated that a phased approach to prohibiting tobacco sales would be appropriate and has worked well for the Cities of Beverly Hills and Manhattan Beach. Considering these issues, staff recommends adopting a provision to exempt the one existing cigar lounge, Fair Oaks Cigars, from the ban. Other businesses that do not rely solely on tobacco sales revenue would not be issued new or renewal permits (permits must be renewed annually or will expire). Under this approach, tobacco products would still be available for sale at one location in South Pasadena, yet others sell off their inventory and explore other products and business models.

Key Provisions of the Proposed Ordinance and Updated Timeline

The proposed ordinance includes two primary modifications to Article VI of Chapter 18 of the South Pasadena Municipal Code. The proposed ordinance:

1. States that it shall be unlawful for any Retailer to sell or offer for sale any Tobacco Product; and
2. Establishes an effective date of November 20, 2022 for the tobacco ban for any retailer operating at the effective date of the Ordinance. This delay allows expiration of all known current tobacco retailer permits, and provides all existing tobacco retailers with several months to sell their remaining inventory of tobacco products, notwithstanding any granted hardship exemption. This provision is recommended to address any takings challenges, in order to allow tobacco retailers a reasonable time to amortize the value of remaining tobacco products that cannot be used after the prohibition takes effect.

The ordinances will become effective 30 days after adoption by City Council. However, the ordinance includes an implementation period to allow the City to notify tobacco retailers in South Pasadena. This will provide time for tobacco retailers to sell their existing inventory of tobacco products and comply with the ban or apply for a one-time hardship exemption. Tobacco retailers have indicated that they could face a financial strain if an ordinance were to go into effect immediately. If the City Council were to adopt the ordinance as presented, the implementation timeline would be as follows:

- March 2, 2022: First Reading and Introduction of Ordinance
- March 16, 2022: Second Reading and Adoption of Ordinance
- April 16, 2022: Ordinance Takes Effect
- November 20, 2022: Enforcement Takes Effect

Fiscal Impact

Should City Council choose to adopt a ban on the sales of all tobacco products, a direct fiscal impact to the City would be the elimination of revenue from issuing the Tobacco Retailer Permits. The current fee for the permit is \$120, paid annually by each retailer. Since there are currently eleven retailers in the City, staff estimates the loss of permit revenue to be approximately \$1,320 annually. The permit revenue is a cost-recovery fee; therefore, staff time involved in the administration and enforcement of the permits could be reallocated to other activities.

Alternatives Considered

1. Consideration of a potential ban on the sale of only flavored tobacco products.
2. Consideration of a potential ban on the sale of only vaping products.
3. Decline to enact a ban on the sale of tobacco products.

Community Outreach

Staff has notified retailers multiple times through in-person visits, mail, email, and telephone regarding upcoming meetings and discussions. The City's website has been updated with the latest meeting information, and multiple notices were disseminated notifying retailers and interested parties of public meetings and Commission recommendations. Additionally, the following public meetings and outreach have taken place:

- August 3, 2021 – South Pasadena Chamber of Commerce Regular Meeting.
- August 18, 2021 – Outreach to Fair Oaks Cigar.
- September 8-9, 2021 – Police Department staff conducted in-person outreach at all retail establishments that sell tobacco products in the City.
- September 27, 2021— Police Department staff mailed noticing to all retail establishments that sell tobacco products in the City, and emailed noticing to businesses with email addresses on file.
- October 7, 2021 – Police Department staff provided additional in-person outreach reminders.
- October 18, 2021 – Public Safety Commission Special Meeting review.
- December 7, 2021 – Small Business Development Center (“SBDC”) Pasadena City College presentation at Chamber of Commerce Meeting.
- December 30, 2021 – Police Department staff conducted in-person outreach, mailed noticing to all retail establishments that sell tobacco products within the City, and emailed noticing to businesses with email addresses on file regarding the continued discussion on January 10, 2022.

First Reading of an Ordinance to Prohibit the Sale of Tobacco Products

March 2, 2022

Page 7 of 7

- January 5, 2022 - Police Department staff conducted in-person outreach to all retail establishments that sell tobacco products within the City and emailed noticing to businesses with email addresses on file to advise that the January 10, 2022 Regular Meeting would be held remotely via Zoom.
- January 10, 2022 Public Safety Commission Regular Meeting review.
- February 17, 2022 Police Department staff conducted in-person outreach and mailed noticing to all retail establishments that sell tobacco products within the City, regarding the City Council review on March 2, 2022.
- February 18, 2022 – Notice of Public Hearing regarding City Council review was published in the South Pasadena Review.

Environmental Analysis

The action considered is exempt from the California Environmental Quality Act (CEQA), as it is not considered a "project" pursuant to Section 15378(b)(5) of CEQA Guidelines. The action involves an organizational or administrative activity of government that will not result in a direct or indirect physical change in the environment.

Commission Review and Recommendation

This matter was reviewed by the Public Safety Commission. On January 10, 2022, the Commission recommended in a 4-1 vote that the City Council support the draft ordinance as written.

Public Noticing

A Public Hearing Notice was Published February 18, 2022 in the South Pasadena Review.

Attachments:

1. Draft Ordinance amending SPMC Chapter 18 Article VI
2. CDC Fast Facts
3. Findings from the California Tobacco Program Media Campaign Evaluation Endgame Questions
4. Ordinance 2184 – Tobacco Retail Fee - 2009
5. Not for Sale: The State Authority to End Cigarette Sales
6. South Pasadena Climate Action Plan Link
7. Small Business Development Center ("SBDC") Flyer

ATTACHMENT 1

Draft Ordinance with Public Safety Commission and City Attorney Edits (includes SPMC Article VI Chapter 18 edits)

ORDINANCE NO. [_____]

**AN ORDINANCE OF THE CITY OF SOUTH PASADENA
AMENDING CHAPTER 18, ARTICLE VI OF THE SOUTH
PASADENA CITY CODE TO PROHIBIT THE SALE OF ALL
TOBACCO PRODUCTS AND ELECTRONIC SMOKING
DEVICES**

WHEREAS, tobacco use causes disease and death and constitutes an urgent public health threat as it remains the leading cause of preventable death and disability in the United States, with 480,000 people dying prematurely in the United States from smoking-related diseases every year. In the United States, smoking is responsible for about one in every five deaths, more deaths each year than human immunodeficiency virus (HIV), illegal drug use, alcohol use, motor vehicle injuries, microbial agents, and toxic agents combined.

WHEREAS, cigarette smoking kills 40,000 Californians annually, and is the cause of more than one in four cancer deaths in California.

WHEREAS, tobacco use can affect nearly all organ systems and is responsible for 87 percent of lung cancer deaths, 79 percent of all chronic obstructive pulmonary disease deaths, and 32 percent of coronary heart disease deaths. According to the World Health Organization, tobacco use accounts for the greatest cause of death worldwide, responsible for nearly 6 million deaths per year. Over 16 million Americans have at least one disease caused by smoking.

WHEREAS, secondhand smoke, according to the Centers for Disease Control and Prevention, causes stroke, lung cancer, and coronary heart disease in adults. In addition, it increases risks for sudden infant death syndrome, respiratory symptoms, middle-ear disease, and slows lung growth in children.

WHEREAS, smoking costs California \$13.29 billion in annual health care expenses, \$3.58 billion in Medicaid costs caused by smoking, and \$10.35 billion in smoking-caused productivity losses.

WHEREAS, unless smoking rates decline, 441,000 of California youth alive today will die prematurely. California youth tobacco usage is increasing. The U.S. Surgeon General declared youth e-cigarette use an “epidemic,” and 1 in 10 Los Angeles County high school students say they are current e-cigarette users.

WHEREAS, the City of South Pasadena recognizes that the use of tobacco products has devastating health and economic consequences.

WHEREAS, cigarette butts are the most-littered object in the world and the item most often found in beach cleanups globally. Cigarette butts contribute

nonbiodegradable plastic, nicotine, heavy metals, pesticides, and other toxic substances to land and marine environments, down to the bottom of the oceans. California's Trash Amendments, a standard under the federal Clean Water Act, requires prevention or capture of trash such as cigarette butts and other tobacco product waste before it enters state waterways.

WHEREAS, it is the intent of the Council of the City of South Pasadena to provide for the public's health, welfare, and safety by protecting its residents, especially young people, from the inherent dangers of tobacco use.

WHEREAS, it is the intent of the Council of the City of South Pasadena to provide for sufficient time to businesses currently selling tobacco products to phase out stocks on hand and cease operations in an orderly manner.

NOW THEREFORE, THE COUNCIL OF THE CITY OF SOUTH PASADENA DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby amends the South Pasadena Municipal Code Chapter 18, Article VI, section 18.103 to read as follows, with additions denoted in underline and deletions denoted in ~~strike through~~, to become effective April 16, 2022:

18.103. LIMITS ON ELIGIBILITY FOR A TOBACCO PERMIT.

(a) No permit may issue to authorize tobacco retailing at other than a fixed location. For example, tobacco retailing by persons on foot or from vehicles is prohibited.

(b) No tobacco retailer may be located within five hundred feet of any public school as measured from the closest point on the property line of the parcels containing the retailer's establishment and the school. Such measurement shall be in a straight line without regard to intervening structures. No existing business within five hundred feet of a public school may begin operation as a tobacco retailer after the effective date of the ordinance codified in this section.

(c) No permit shall be issued after March 2, 2022.

SECTION 2. The City Council hereby amends the South Pasadena Municipal Code Chapter 18, Article VI, section 18.106 to read as follows, with additions denoted in underline and deletions denoted in ~~strike through~~, to become effective April 16, 2022:

18.106. PERMIT RENEWAL AND EXPIRATION.

(a) Renewal of Permit. A tobacco retailer permit is invalid if the appropriate fee has not been timely paid in full or if the term of the permit has expired. ~~The term of a tobacco retailer permit is one year.~~ Each tobacco retailer shall apply for the renewal of his or her tobacco retailer permit and submit the permit fee no later than

thirty days prior to expiration of the term. All new tobacco retailer permits and renewal of existing permits issued after March 2, 2022 shall be renewed only through November 20, 2022.

(b) Expiration of Permit. A tobacco retailer permit that is not timely renewed shall expire at the end of its term. To renew a permit not timely renewed pursuant to subsection (a), the proprietor must:

- (1) Submit the permit fee and application renewal form; and
- (2) Submit a signed affidavit affirming that the proprietor:
 - (A) Has not sold and will not sell any tobacco product or tobacco paraphernalia after the permit expiration date and before the permit is renewed, or
 - (B) Has waited the appropriate ineligibility period established for tobacco retailing without a permit, as set forth in Section 18.112(a) of this article, before seeking renewal of the permit.

SECTION 3. The City Council hereby amends the South Pasadena Municipal Code Chapter 18, Article VI to read as follows, with additions denoted in underline and deletions denoted in ~~striketrough~~, **to become effective November 20, 2022:**

ARTICLE VI – TOBACCO RETAILER PERMIT PROHIBITION OF THE RETAIL SALE OF TOBACCO PRODUCTS AND ELECTRONIC SMOKING DEVICES

18.101 – DEFINITIONS.

The following words and phrases, whenever used in this article, shall have the meanings defined in this section unless the context clearly requires otherwise:

~~(a) “Arm’s length transaction” means a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of the violations of this article is not an arm’s length transaction.~~

“Cigar” means any roll of tobacco other than a cigarette wrapped entirely in tobacco or any substance containing tobacco and weighing more than 4.5 pounds per thousand.

“Cigar lounge” means a tobacco retailer that (1) contains an enclosed area in or attached to the tobacco retailer that is dedicated to the use of cigars, (2)

does not sell any tobacco products other than cigars, and (3) only permits patrons who are the state minimum age to purchase (currently 21 years of age or older) to enter the premises.

~~(b)~~ “Department” means the finance department and any agency or person designated by the department to enforce or administer the provisions of this article.

“Electronic smoking device” means any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah. Electronic smoking device includes any component, part, or accessory of the device, and also includes any substance that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine and whether or not sold separately. Electronic Smoking Device does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

~~(c)~~ “Person” means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

~~(d) “Proprietor” means a person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a person has a ten percent or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a person can or does have or share ultimate control over the day-to-day operations of a business.~~

~~(e) “Self-service display” means the open display or storage of tobacco products or tobacco paraphernalia in a manner that is physically accessible in any way to the general public without the assistance of the retailer and a direct person-to-person transfer between the purchaser and the retailer. A vending machine is a form of self-service display.~~

“Sale” or “Sell” means any transfer, exchange, barter, gift, offer for sale, or distribution for a commercial purpose, in any manner or by any means whatsoever.

~~(f)~~ “Smoking” means possessing a lighted tobacco product, lighted tobacco paraphernalia, or any other lighted weed or plant (including a lighted pipe, cigar, hookah pipe, or cigarette of any kind), and means the lighting of a tobacco product, tobacco paraphernalia, or any other weed or plant (including a pipe, cigar, hookah pipe, or cigarette of any kind).

~~(g) “Tobacco product” means: any substance containing tobacco leaf, including, but not limited to, cigarettes, cigars, pipe tobacco, hookah tobacco, snuff, chewing tobacco, dipping tobacco, snus, bidis, or any other preparation of tobacco; and any product or formulation of matter containing biologically active amounts of nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the expectation that the product or matter will be introduced into the human body, but does not include any cessation product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco dependence. 1) any product containing, made of, or derived from tobacco or nicotine that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means, including but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus; 2) any electronic smoking device as defined in this section and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine and whether or not sold separately; or 3) any component, part, or accessory of 1) or 2), whether or not any of these contains tobacco or nicotine, including but not limited to filters, rolling papers, blunt or hemp wraps, hookahs, and pipes. “Tobacco product” does not mean drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.~~

~~(h) “Tobacco retailer” means any person who sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco, tobacco products or tobacco paraphernalia. “Tobacco retailing” means the doing of any of these things. This definition is without regard to the quantity of tobacco, tobacco products, or tobacco paraphernalia sold, offered for sale, exchanged, or offered for exchange. A tobacco retailer can be a primary or accessory land use (as defined in SPMC 36.700.020 or its successor) means any person who sells, exchanges, or offers to sell or exchange, for any form of consideration, tobacco products or electronic smoking devices. This definition is without regard to the quantity of tobacco products sold, offered for sale, exchanged, or offered for exchange. A tobacco retailer can be a primary or accessory use (as defined in SPMC 36.700.020 or its successor)~~

“Tobacco retailing” means engaging in the activities of a tobacco retailer.

18.102 – REQUIREMENTS AND PROHIBITIONS.

~~(a) Tobacco Retailer Permit Required. It is unlawful for any person to act as a tobacco retailer in the city without first obtaining and maintaining a valid tobacco retailer permit (“permit”) pursuant to this article for each location at which that activity is to occur. Tobacco retailing without a valid tobacco retailer permit is a nuisance as a matter of law. It shall be unlawful for any person to sell or offer for sale a tobacco product in the city unless authorized by this chapter.~~

~~(b) Lawful Business Operation. In the course of tobacco retailing or in the operation of the business or maintenance of the location for which a permit issued, it shall be a violation of this article for a permittee, or any of the permittee's agents or employees, to violate any local, state, or federal law applicable to tobacco products or tobacco retailing.~~

~~_____ (c) Display of Permit. Each tobacco retailer permit shall be prominently displayed in a publicly visible location at the permitted location.~~

~~_____ (d) Positive Identification Required. No person engaged in tobacco retailing shall sell or transfer a tobacco product to another person who appears to be under the age of twenty-seven years without first examining the identification of the recipient to confirm that the recipient is at least the minimum age under state law to purchase and possess the tobacco product.~~

~~_____ (e) Minimum Age for Persons Selling Tobacco. No person who is younger than the minimum age established by state law for the purchase or possession of tobacco products shall engage in tobacco retailing.~~

~~_____ (f) Self-Service Displays Prohibited. Tobacco retailing by means of a self-service display is prohibited.~~

~~_____ (g) False and Misleading Advertising Prohibited. A tobacco retailer or proprietor without a valid tobacco retailer permit, including, for example, a person whose permit has been suspended or revoked:~~

~~_____ (1) Shall keep all tobacco products out of public view. The public display of _____ tobacco products or tobacco paraphernalia in violation of this provision shall _____ constitute tobacco retailing without a permit under Section 18.112; and~~

~~_____ (2) Shall not display any advertisement relating to tobacco products or tobacco _____ paraphernalia that promotes the sale or distribution of such products from the _____ tobacco retailer's location or that could lead a reasonable consumer to believe that _____ such products can be obtained at that location. (Ord. No. 2184, § 2, 2009.)~~

(b) This section shall not apply to a cigar lounge that:

- (1) held a valid tobacco retailer permit in the city and is operating as a cigar lounge as of March 2, 2022;
- (2) does not allow the use of any tobacco products, except cigars, on the premises;

(3) all cigar sales are conducted only in-person at the location licensed as of March 2, 2022;

(4) is in compliance with State law;

(5) has not changed ownership after March 2, 2022;

(6) has not expanded in size or changed its location after March 2, 2022;

and

(7) has not closed for more than 60 consecutive days after March 2, 2022.

~~18.103. LIMITS ON ELIGIBILITY FOR A TOBACCO PERMIT.~~

~~(a) — No permit may issue to authorize tobacco retailing at other than a fixed location. For example, tobacco retailing by persons on foot or from vehicles is prohibited.~~

~~(b) — No tobacco retailer may be located within five hundred feet of any public school as measured from the closest point on the property line of the parcels containing the retailer's establishment and the school. Such measurement shall be in a straight line without regard to intervening structures. No existing business within five hundred feet of a public school may begin operation as a tobacco retailer after the effective date of the ordinance codified in this section. (Ord. No. 2258, § 23, 2013.)~~

~~18.104. APPLICATION PROCEDURE~~

~~(a) — Application for a tobacco retailer permit shall be submitted in the name of each proprietor proposing to conduct retail tobacco sales and shall be signed by each proprietor or an authorized agent thereof.~~

~~(b) — It is the responsibility of each proprietor to be informed regarding all laws applicable to tobacco retailing, including those laws affecting the issuance of a tobacco retailer permit. No proprietor may rely on the issuance of a permit as a determination by the city that the proprietor has complied with all state and federal laws applicable to tobacco retailing. A permit issued contrary to this article, contrary to any other law, or on the basis of false or misleading information supplied by a proprietor shall be revoked pursuant to Section 18.111(d) of this article. Nothing in this article shall be construed to vest in any person obtaining and maintaining a tobacco retailer permit any status or right to act as a tobacco retailer in contravention of any provision of law.~~

~~(c) — All applications shall be submitted on a form supplied by the department and shall contain the following information:~~

~~—— (1) The name, address, and telephone number of each proprietor of the business seeking a permit;~~

~~—— (2) The business name, address, and telephone number of the single fixed location for which a permit is sought;~~

~~—— (3) A single name and mailing address authorized by each proprietor to receive all communications and notices (the “authorized address”) required by, authorized by, or convenient to the enforcement of this article. If an authorized address is not supplied, each proprietor shall be understood to consent to the provision of notice at the business address specified in subsection (c)(2);~~

~~—— (4) Proof that the location for which a tobacco retailer permit is sought has been issued a valid state tobacco retailer permit by the California Board of Equalization;~~

~~—— (5) Whether or not any proprietor or any agent of the proprietor has admitted violating, or has been found to have violated, this article and, if so, the dates and locations of all such violations within the previous five years;~~

~~—— (6) A nonrefundable application fee, as set and as may be amended from time to time by city council resolution;~~

~~—— (7) Such other information as the department deems necessary for the administration or enforcement of this article as specified on the application form required by this section.~~

~~(d) A permitted tobacco retailer shall inform the department in writing of any change in the information submitted on an application for a tobacco retailer permit within ten business days of a change.~~

~~(e) All information specified in an application pursuant to this section shall be subject to disclosure under the California Public Records Act (California Government Code Section 6250 et seq.) or any other applicable law, subject to the laws’ exemptions. (Ord. No. 2258, § 24, 2013.)~~

~~18.105. ISSUANCE OF PERMIT.~~

~~Upon the receipt of a complete application for a tobacco retailer permit and the permit fee required by this article, the department shall issue a permit unless substantial evidence demonstrates that one or more of the following bases for denial exists:~~

~~(a) The information presented in the application is inaccurate or false. Intentionally supplying inaccurate or false information shall be a violation of this article;~~

~~(b) The application seeks authorization for tobacco retailing at a location for which this article prohibits issuance of tobacco retailer permits. However, this subsection shall not constitute a basis for denial of a permit if the applicant provides the city with documentation demonstrating by clear and convincing evidence that the applicant has acquired or is acquiring the location or business in an arm’s length transaction~~

~~(c) — The application seeks authorization for tobacco retailing for a proprietor to whom this article prohibits a permit to be issued;~~

~~(d) — The application seeks authorization for tobacco retailing that is prohibited pursuant to this article (e.g., mobile vending), that is unlawful pursuant to this Code including, without limitation the zoning code, building code, and business license tax code, or that is unlawful pursuant to any other law. (Ord. No. 2184, § 2, 2009.)~~

~~18.106. PERMIT RENEWAL AND EXPIRATION.~~

~~(a) — Renewal of Permit. A tobacco retailer permit is invalid if the appropriate fee has not been timely paid in full or if the term of the permit has expired. The term of a tobacco retailer permit is one year. Each tobacco retailer shall apply for the renewal of his or her tobacco retailer permit and submit the permit fee no later than thirty days prior to expiration of the term.~~

~~(b) — Expiration of Permit. A tobacco retailer permit that is not timely renewed shall expire at the end of its term. To renew a permit not timely renewed pursuant to subsection (a), the proprietor must:~~

~~—— (1) Submit the permit fee and application renewal form; and~~

~~—— (2) Submit a signed affidavit affirming that the proprietor:~~

~~—— (A) Has not sold and will not sell any tobacco product or tobacco paraphernalia after the permit expiration date and before the permit is renewed, or~~

~~—— (B) Has waited the appropriate ineligibility period established for tobacco retailing without a permit, as set forth in Section 18.112(a) of this article, before seeking renewal of the permit. (Ord. No. 2258, § 24, 2013.)~~

~~18.107. — PERMITS NONTRANSFERRABLE.~~

~~(a) — A tobacco retailer permit may not be transferred from one person to another or from one location to another. A new tobacco retailer permit is required whenever a tobacco retailing location has a change in proprietorship.~~

~~(b) — Notwithstanding any other provision of this article, prior violations at a location shall continue to be counted against a location and permit ineligibility periods shall continue to apply to a location unless:~~

~~—— (1) The location has been or is being fully transferred to a new proprietor in an arm's length transaction; and~~

~~—— (2) The new proprietor provides the city with clear and convincing evidence that the new proprietor has acquired or is acquiring the location in an arm's length transaction. (Ord. No. 2258, § 24, 2013.)~~

~~18.108. PERMITS CONVEYS A LIMITED, CONDITIONAL PRIVILEGE~~

~~Nothing in this article shall be construed to grant any person obtaining and maintaining a tobacco retailer permit any status or right other than the limited conditional privilege to act as a tobacco retailer at the location identified on the face of the permit. For example, nothing in this article shall be construed to render inapplicable, supersede, or apply in lieu of, any other provision of applicable law, including, but not limited to, any provision of this Code including without limitation the zoning code, building codes, and business license tax code, or any condition or limitation on smoking in an enclosed place of employment pursuant to California Labor Code Section 6404.5. For example, obtaining a tobacco retailer permit does not make the retailer a “retail or wholesale tobacco shop” for the purposes of California Labor Code Section 6404.5. (Ord. No. 2258, § 24, 2013.)~~

~~18.109. FEE FOR PERMIT.~~

~~The initial fee to issue or to renew a tobacco retailer permit is hereby established at one hundred twenty dollars or as set and amended from time to time by city council resolution. The fee shall be calculated so as to recover the cost of administration and enforcement of this article, including, for example, issuing a permit, administering the permit program, retailer education, retailer inspection and compliance checks, documentation of violations, and prosecution of violators, but shall not exceed the cost of the regulatory program authorized by this article. All fees and interest upon proceeds of fees shall be used exclusively to fund the program. Fees are nonrefundable except as may be required by law. (Ord. No. 2258, § 24, 2013.)~~

~~18.110. COMPLIANCE MONITORING~~

~~(a) — Compliance with this article shall be monitored by the finance department. In addition, any peace officer may enforce the penal provisions of this article. The city may designate any number of additional persons to monitor compliance with this article.~~

~~(b) — The department or other person designated to enforce the provisions of this article shall check the compliance of each tobacco retailer at least one time per twelve-month period. The department may check the compliance of new permit and tobacco retailers previously found in violation of the licensing law more frequently. Nothing in this subsection shall create a right of action in any permittee or other person against the city or its agents.~~

~~(c) — Compliance checks shall be conducted so as to allow the department to determine, at a minimum, if the tobacco retailer is conducting business in a manner that complies with laws regulating youth access to tobacco. When the department deems appropriate, the compliance checks shall determine compliance with other laws applicable to tobacco retailing.~~

~~(d) The city shall not enforce any law establishing a minimum age for tobacco purchases or possession against a person who otherwise might be in violation of such law because of the person's age (hereinafter "youth decoy") if the potential violation occurs when:~~

~~—— (1) The youth decoy is participating in a compliance check supervised by a peace officer or a code enforcement official of the city of South Pasadena;~~

~~—— (2) The youth decoy is acting as an agent of a person designated by the city to monitor compliance with this article;~~

~~—— (3) The youth decoy is participating in a compliance check funded in part, either directly or indirectly through subcontracting, by the Los Angeles County department of health and/or Pasadena health department; or~~

~~—— (4) The youth decoy has an immunity letter from the district attorney's office. (Ord. No. 2258, § 25, 2013.)~~

~~18.111 SUSPENSION/REVOCAION OF PERMIT~~

~~(a) Suspension of Permit for Violation. In addition to any other penalty authorized by law, a tobacco retailer permit shall be suspended or revoked if any court of competent jurisdiction determines, or the department finds based on a preponderance of the evidence, after the permittee is afforded notice and an opportunity to be heard, that the permit, or any of the permittee's agents or employees, has violated any of the requirements, conditions, or prohibitions of this article or has pleaded guilty, "no contest" or its equivalent, or admitted to a violation of any law designated in Section 18.102 of this article. A tobacco retailer or proprietor whose permit has been suspended is deemed not to have a valid tobacco retailer permit during the suspension period for purposes of this article.~~

~~(b) Tobacco Retailer Permit Suspension/Revocation.~~

~~—— (1) After suspension for a first violation of this article at a location within any twelve-month period, no person may engage in tobacco retailing at the location until fifteen days have passed from the date of suspension.~~

~~—— (2) After suspension for a second violation of this article at a location within any twenty-four-month period, no person may engage in tobacco retailing at the location until thirty days have passed from the date of suspension.~~

~~—— (3) After suspension for a third violation of this article at a location within any thirty-six-month period, no person may engage in tobacco retailing at the location until ninety days have passed from the date of suspension.~~

~~———— (4) — After revocation for four or more violations of this article at a location within any forty-eight month period, no new permit may issue for the location until one year has passed from the date of revocation.~~

~~(c) — Appeal of Suspension/Revocation. A decision of the department to suspend or revoke a permit is appealable to the city manager and must be filed with the city clerk within ten days of mailing of the department's decision. If such an appeal is made, it shall stay enforcement of the appealed action. An appeal to the city manager is not available for a suspension or revocation made pursuant to subsection (d) of this section.~~

~~(d) — Revocation of Permit Wrongly Issued. A tobacco retailer permit shall be revoked if the department finds, after the permittee is afforded notice and an opportunity to be heard, that one or more of the bases for denial of a permit under Section 18.105 existed at the time application was made or at any time before the permit issued. The decision by the department shall be the final decision of the city. Such a revocation shall be without prejudice to the filing of a new permit application.~~

~~(e) — Notice of City Manager Decision. The decision of the city manager (or of the department in the event of revocation pursuant to Section 18.111(d)) shall be mailed to the permittee within five working days of the hearing and shall be final. The decision shall make reference to the time limitation to file a writ to challenge the decision in Sections 1094.5 and 1094.6 of the Code of Civil Procedure. (Ord. No. 2258, § 25, 2013.)~~

~~18.112 TOBACCO RETAILING WITHOUT A PERMIT~~

~~(a) — In addition to any other penalty authorized by law, if a court of competent jurisdiction determines, or the department finds based on a preponderance of evidence, after notice and an opportunity to be heard, that any person has engaged in tobacco retailing at a location without a valid tobacco retailer permit, either directly or through the person's agents or employees, the person shall be ineligible to apply for, or to be issued, a tobacco retailing permit as follows:~~

~~(1) — After a first violation of this section at a location within any sixty-month period, no new permit may issue for the person or the location (unless ownership of the business at the location has been transferred in an arm's length transaction), until thirty days have passed from the date of the violation.~~

~~(2) — After a second violation of this section at a location within any sixty-month period, no new permit may issue for the person or the location (unless ownership of the business at the location has been transferred in an arm's length transaction), until ninety days have passed from the date of the violation.~~

~~(3) — After a third or subsequent violation of this section at a location within any sixty-month period, no new permit may issue for the person or the location (unless~~

ownership of the business at the location has been transferred in an arm's length transaction), until five years have passed from the date of the violation.

~~(b) — Tobacco products and tobacco paraphernalia offered for sale or exchange in violation of this section are subject to seizure by the department or any peace officer and shall be forfeited after the permittee and any other owner of the tobacco products and tobacco paraphernalia seized are given reasonable notice and an opportunity to demonstrate that the tobacco products and tobacco paraphernalia were not offered for sale or exchange in violation of this article. The decision by the department may be appealed pursuant to the procedures set forth in Section 18.111(c). Forfeited tobacco products and tobacco paraphernalia shall be destroyed after all internal appeals have been exhausted and the time in which to seek judicial review pursuant to California Code of Civil Procedure Section 1094.6 or other applicable law has expired without the filing of a writ or, if such a writ is filed, after judgment in that writ becomes final.~~

~~(c) — For the purposes of the civil remedies provided in this article, the following shall constitute a separate violation of this article:~~

~~—— (1) Each day on which any tobacco product or tobacco paraphernalia is offered for sale in violation of this article; or~~

~~—— (2) Each individual retail tobacco product and each individual retail item of tobacco paraphernalia that is distributed, sold, or offered for sale in violation of this article. (Ord. No. 2258, § 25, 2013.)~~

~~18.113. ENFORCEMENT~~

~~(a) — Violations of this article are subject to a civil action brought by the city prosecutor or the city attorney, punishable by a civil fine not less than two hundred fifty dollars and not exceeding one thousand dollars per violation.~~

~~(b) — Violations of this article may, in the discretion of the city prosecutor, be prosecuted as infractions or misdemeanors when the interests of justice so require.~~

~~(c) — Causing, permitting, aiding, abetting, or concealing a violation of any provision of this article shall also constitute a violation of this article.~~

~~(d) — Any violation of this article is hereby declared to be public nuisances.~~

~~(e) — The remedies provided by this article are cumulative and in addition to any other remedies available at law or in equity. In addition to other remedies provided by this article or by other law, any violation of this article may be remedied by a civil action brought by the city attorney, including, for example, administrative or judicial nuisance abatement proceedings, civil or criminal code enforcement proceedings, and suits for injunctive relief. (Ord. No. 2258, § 25, 2013.)~~

18.103. ENFORCEMENT.

(a) Compliance with this article shall be monitored by the Department of Planning and Community Development Department. The city may designate any number of additional persons to monitor compliance with this article.

(b) Violations of this article are subject to a code enforcement action brought by the city, punishable by a civil fine pursuant by the Chapter 1A.

(c) Violations of this article may be prosecuted as infractions or misdemeanors when the interests of justice so require.

(d) Any violation of this article is hereby declared to be a public nuisance.

(e) The remedies provided by this article are cumulative and in addition to any other remedies available at law or in equity. In addition to other remedies provided by this article or by other law, any violation of this article may be remedied by a civil action brought by the city attorney, including administrative or judicial nuisance abatement proceedings and suits for injunctive relief. (Ord. No. 2258, § 25, 2013.)

(f) For the purposes of the civil remedies permitted under this article and state law, each day on which a tobacco product or electronic smoking device is offered for sale in violation of this article, and each individual tobacco product or electronic smoking device that is sold, or offered for sale in violation of this article, shall constitute a separate violation of this article.

18.104. HARDSHIP EXEMPTION.

(a) An application for a hardship exemption to extend the time to comply with this article may be filed pursuant to this section.

(b) The term of any hardship exemption granted under this article shall be no longer than 12 months beyond November 20, 2022, based on the circumstances presented by such applicant.

(c) Any tobacco retailer that holds a valid tobacco retailer permit in the city and is operating as of March 2, 2022, that finds it necessary to sell tobacco products on or after November 20, 2022, may apply for one hardship exemption. A tobacco retailer must submit a complete application for a hardship exemption at any time between March 2, 2022 and June 16, 2022. Such application shall be made in writing on a form prescribed by the department and shall be accompanied by the filing fee established by resolution of the City Council. The tobacco retailer shall bear the burden of proof in establishing, by a preponderance of the evidence, that the application of Ordinance , amending South Pasadena's Municipal Code Chapter 18, to the tobacco retailer's business is unreasonable, and will cause significant hardship to the tobacco retailer by not allowing the tobacco retailer to recover his or her investment backed expectations. The tobacco retailer applying for the exemption shall furthermore

be required, in order to meet its burden of proof, to submit the documents set forth in this section.

(d) A complete application for a hardship exemption shall include the following:

- (1) The tobacco retailer's name and street address of business;
- (2) The address to which notice is to be mailed, at the tobacco retailer's option, a telephone number and email address;
- (3) The tobacco retailer's signature;
- (4) A declaration, under penalty of perjury, that all the information in the application is true and correct;
- (5) The term of the requested extension not to exceed the maximum length of time permissible under subsection (b) of this section;
- (6) Documentation relevant to the information requested in subsection (e) of this section;
- (7) Evidence of valid current tobacco retailer permit; and
- (8) The required filing fees.

(e) In determining whether to grant a hardship exemption to the tobacco retailer, and in determining the appropriate length of time that the tobacco retailer will be authorized to continue retailing, the hearing officer, or City Council on appeal by the tobacco retailer, may consider, among other factors:

- (1) The percentage of the retail sales over the last three years that have been derived from tobacco products;
- (2) The amount of investment in the business;
- (3) The present actual and depreciated value of any business improvements dedicated to the retail sale of tobacco products;
- (4) The applicable Internal Revenue Service depreciation schedule or functional non-confidential equivalent;
- (5) The remaining useful life of the business improvements that are dedicated to the sale of tobacco products;
- (6) The remaining lease term of the business, if any;

- (7) The ability of the retailer to sell other products;
- (8) The opportunity for relocation of the business and the cost of relocation;
- (9) A business plan demonstrating how long the business will need to sell tobacco products to recoup any investment backed expectations, and a plan for phasing out the sale of those products; and
- (10) Information submitted by City staff, including but not limited to: information regarding the prevalence of tobacco use; opportunities for business assistance in finding alternatives to selling tobacco products; costs associated with tobacco use including healthcare and lost productivity costs; and the retailer's history of compliance with federal, state and local laws relating to tobacco control and other business regulations.

(f) The hardship exemption hearing shall be conducted by an Administrative Hearing Officer appointed by the City Manager. Written notice of the time and place of the hearing shall be given at least 10 calendar days prior to the date of the hearing to the retailer by the City either by causing a copy of such notice to be delivered to the retailer personally or by mailing a copy thereof, postage prepaid, addressed to the retailer at the address shown on the hardship exemption application.

(g) Within 45 days after a completed application is filed, the hearing officer shall open the hearing on the hardship exemption. The hearing officer shall receive and consider evidence presented by the retailer and City staff and shall determine whether to grant or deny the hardship exemption, and if granting the hardship exemption, the length of time that the retailer will be permitted to operate. The hearing officer shall make written findings in support of the decision. The decision of the hearing officer shall be final and conclusive, unless a timely and complete appeal is filed by the retailer with the City Clerk pursuant to subsection (h) of this Section.

(h) Any decision of the hearing officer may be appealed to the City Council by the tobacco retailer by filing a complete notice of appeal with the City Clerk within 15 days after notice of the decision was mailed to the applicant. To be deemed complete, the notice of appeal shall be signed by the tobacco retailer, shall state the grounds for disagreement with the decision of the hearing officer, and shall be accompanied by the filing fee established by resolution of the City Council.

(i) Failure of any person to file a timely appeal in accordance with the provisions of this section shall constitute an irrevocable waiver of the right to an administrative hearing and a final adjudication of the hardship exemption.

(j) A tobacco retailer may continue to sell tobacco products while a hardship exemption application is pending before a hearing office or on appeal to the City Manager.

(k) Only those matters or issues specifically raised by the appellant in the appeal notice shall be considered in the hearing of the appeal.

SECTION 4. CITY COUNCIL REVIEW. Staff is hereby directed that within three years of the effective date of the ordinance, a study session item shall be scheduled whereby the City Council can assess the impacts that the ordinance has had on local businesses.

SECTION 5. SEVERABILITY. If any portion or provision of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the validity of the remaining portions or provisions or their application and, to this end, the provisions of this Ordinance are severable.

SECTION 6. CERTIFICATION AND PUBLICATION. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published within 15 days after its passage, in accordance with Section 36933 of the Government Code.

SECTION 7. EFFECTIVE DATE. Unless expressly stated otherwise as to a specific Section of this Ordinance, this Ordinance shall go into effect and be in full force and effect thirty (30) days after its passage.

PASSED, APPROVED AND ADOPTED on this 16th day of March, 2022.

Michael A. Cacciotti, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Muñoz, Deputy City
Clerk

Andrew L. Jared, City Attorney

ATTACHMENT 2
CDC Fast Facts

Fast Facts

Diseases and Death

Smoking leads to disease and disability and harms nearly every organ of the body.¹

- More than 16 million Americans are living with a disease caused by smoking.
- For every person who dies because of smoking, at least 30 people live with a serious smoking-related illness.
- Smoking causes cancer, heart disease, stroke, lung diseases, diabetes, and chronic obstructive pulmonary disease (COPD), which includes emphysema and chronic bronchitis.
- Smoking also increases risk for tuberculosis, certain eye diseases, and problems of the immune system, including rheumatoid arthritis.
- Smoking is a known cause of erectile dysfunction in males.

Smoking is the leading cause of preventable death.

- Worldwide, tobacco use causes more than 7 million deaths per year.² If the pattern of smoking all over the globe doesn't change, more than 8 million people a year will die from diseases related to tobacco use by 2030.³
- Cigarette smoking is responsible for more than 480,000 deaths per year in the United States, including more than 41,000 deaths resulting from secondhand smoke exposure. This is about one in five deaths annually, or 1,300 deaths every day.¹
- On average, smokers die 10 years earlier than nonsmokers.⁴
- If smoking continues at the current rate among U.S. youth, 5.6 million of today's Americans younger than 18 years of age are expected to die prematurely from a smoking-related illness. This represents about one in every 13 Americans aged 17 years or younger who are alive today.¹

Costs and Expenditures

Smoking costs the United States billions of dollars each year.^{1,7}

- Total economic cost of smoking is more than \$300 billion a year, including
 - More than \$225 billion in direct medical care for adults⁵
 - More than \$156 billion in lost productivity due to premature death and exposure to secondhand smoke¹

The tobacco industry spends billions of dollars each year on cigarette and smokeless tobacco advertising and promotions.^{6,7}

- \$8.2 billion was spent on advertising and promotion of cigarettes and smokeless tobacco combined—about \$22.5 million every day, and nearly \$1 million every hour. Smokeless tobacco products include dry snuff, moist snuff, plug/twist, loose-leaf chewing tobacco, snus, and dissolvable products.
- Price discounts to retailers account for 74.7% of all cigarette marketing (about \$5.7 billion). These are discounts paid in order to reduce the price of cigarettes to consumers.

State spending on tobacco prevention and control does not meet CDC-recommended levels.^{1,8,9}

- States have billions of dollars from the taxes they put on tobacco products and money from lawsuits against cigarette companies that they can use to prevent smoking and help smokers quit. Right now, though, the states only use a very small amount of that money to prevent and control tobacco use.
- In fiscal year 2020, states will collect \$27.2 billion from tobacco taxes and settlements in court, but will only spend \$740 million in the same year. That's only 2.7% of it spent on programs that can stop young people from becoming smokers and help current smokers quit.⁸
- Right now, not a single state out of 50 funds these programs at CDC's "recommended" level. Only three states (Alaska, California, and Maine) give even 70% of the full recommended amount. Twenty-eight states and the District of Columbia spend less than 20 percent of what the CDC recommends. One state, Connecticut, gives no state funds for prevention and quit-smoking programs.⁸
- Spending 12% (about \$3.3 billion) of the \$27.2 billion would fund every state's tobacco control program at CDC-recommended levels.⁸

Cigarette Smoking in the US

Percentage of U.S. adults aged 18 years or older who were current cigarette smokers in 2018:¹⁰

- 13.7% of all adults (34.2 million people): 15.5% of men, 12.0% of women
 - About 19 of every 100 people with mixed-race heritage (non-Hispanic) (19.1%)
 - Nearly 23 of every 100 non-Hispanic American Indians/Alaska Natives (22.6%)
 - Nearly 15 of every 100 non-Hispanic Blacks (14.6%)
 - About 15 of every 100 non-Hispanic Whites (15.0%)
 - Nearly 10 of every 100 Hispanics (9.8%)
 - About 7 of every 100 non-Hispanic Asians (7.1%)

Note: Current cigarette smokers are defined as people who reported smoking at least 100 cigarettes during their lifetime and who, at the time they participated in a survey about this topic, reported smoking every day or some days.

Thousands of young people start smoking cigarettes every day.¹¹

- Each day, about 2000 people younger than 18 years smoke their first cigarette.
- Each day, over 300 people younger than 18 years become daily cigarette smokers.

Many adult cigarette smokers want to quit smoking.

- In 2015, nearly 7 in 10 (68.0%) adult cigarette smokers wanted to stop smoking.
- In 2018, more than half (55.1%) adult cigarette smokers had made a quit attempt in the past year.
- In 2018, more than 7 out of every 100 (7.5%) people who tried to quit succeeded.
- From 2012–2018, the *Tips From Former Smokers*⁹ campaign has motivated approximately one million tobacco smokers to quit for good.¹²

Note: "Made a quit attempt" refers to smokers who reported that they stopped smoking for more than 1 day in the past 12 months because they were trying to quit smoking. See CDC's *Smoking Cessation: Fast Facts* fact sheet for more information.

References

1. U.S. Department of Health and Human Services. *The Health Consequences of Smoking—50 Years of Progress: A Report of the Surgeon General*. Atlanta: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health, 2014 [accessed 2018 Feb 22].
2. World Health Organization. *WHO Report on the Global Tobacco Epidemic, 2017* [PDF]. Geneva: World Health Organization, 2017 [accessed 2018 Feb 22].

3. World Health Organization. WHO Report on the Global Tobacco Epidemic, 2011 [\[PDF\]](#) . Geneva: World Health Organization, 2011 [accessed 2018 Feb 22].
4. Jha P, Ramasundarahettige C, Landsman V, et al. 21st Century Hazards of Smoking and Benefits of Cessation in the United States [\[PDF\]](#) . *New England Journal of Medicine* 2013;368:341–50 [accessed 2018 Feb 22].
5. Xu X, Shrestha SS, Trivers KF, Neff L, Armour BS, King BA. U.S. Healthcare Spending Attributable to Cigarette Smoking in 2014. *Preventive Medicine*. <https://doi.org/10.1016/j.ypmed.2021.106529> [\[PDF\]](#) .
6. U.S. Federal Trade Commission (FTC). Cigarette Report for 2019 [\[PDF\]](#) [PDF – 1.1 MB] [\[PDF\]](#) . Washington: Federal Trade Commission, 2021 [accessed 2021 Apr 27].
7. U.S. Federal Trade Commission (FTC). Federal Trade Smokeless Tobacco Report for 2019 [\[PDF\]](#) [PDF – 1 MB] [\[PDF\]](#) . Washington: Federal Trade Commission, 2021 [accessed 2021 Apr 27].
8. Campaign for Tobacco-Free Kids. Broken Promises to Our Children: The 1998 State Tobacco Settlement 20 Years Later [\[PDF\]](#) . Washington: Campaign for Tobacco Free Kids, 2018 [accessed 2019 Jan 7].
9. Centers for Disease Control and Prevention. Best Practices for Comprehensive Tobacco Control Programs—2014. Atlanta: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health, 2014 [accessed 2018 Feb 22].
10. Creamer MR, Wang TW, Babb S, et al. Tobacco Product Use and Cessation Indicators Among Adults – United States, 2018. *Morbidity and Mortality Weekly Report* 2019;68(45):1013–1019 [accessed 2019 Nov 18].
11. Substance Abuse and Mental Health Services Administration. 2017 National Survey on Drug Use and Health Detailed Tables [\[PDF\]](#) . [accessed 2019 Jan 31].
12. Babb S, Malarcher A, Schauer G, et al. Quitting Smoking Among Adults – United States, 2000–2015. *Morbidity and Mortality Weekly Report* 2017;65(52):1457–1464. [accessed 2019 Nov 11].
13. Centers for Disease Control and Prevention. Tips Impact and Results [last updated 2020 Mar 23; accessed 2020 Apr 15].



ATTACHMENT 3

Findings from the California Tobacco Program Media Campaign Evaluation Endgame Questions

Findings from the California Tobacco Control Program Media Campaign Evaluation Endgame Questions

Data request for South Pasadena

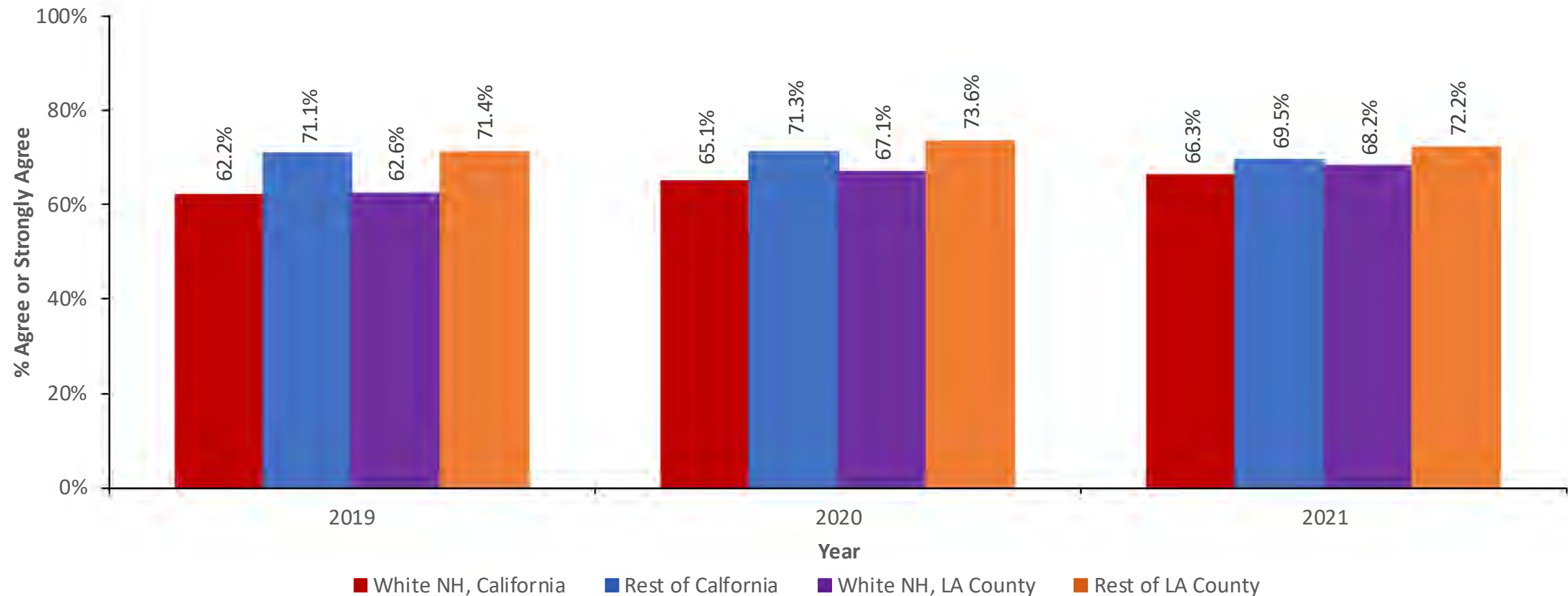
9/10/2021

Methods

- The California Tobacco Control Program's (CTCP) Media Campaign Evaluation Survey is a panel, non-probability-based online survey conducted monthly
- Monthly sample sizes include about 3,000 Californians and 1,500 people in the rest of the United States (US), to compare Californians who are exposed to CTCP's campaigns with those living outside of California, who have not been exposed
 - Data presented in these slides are for California residents only
 - Sample size was sufficient enough to provide breakouts for Los Angeles County residents
- Respondents are between 18-55 years old
- The survey asks respondents about their attitudes, beliefs, and knowledge related to tobacco use and policies, and awareness, recall, and opinions of California's tobacco media campaigns
- Results presented in subsequent slides contain percentages pooled by year and weighted to be representative of both the California and Los Angeles County residents between ages 18 and 55
- Data were collected between August 14, 2019 and April 23, 2021
- All slides with significant trend over time include p-values (p-value considered significant if $p < .05$)
- Due to small sample size, data on Native Hawaiian/Pacific Islander, American Indian/Alaska Native, and multiracial (two or more races) respondents are combined in the presentation as "other"
- Since the sample was sufficient, we also provide data on ethnic Chinese respondents

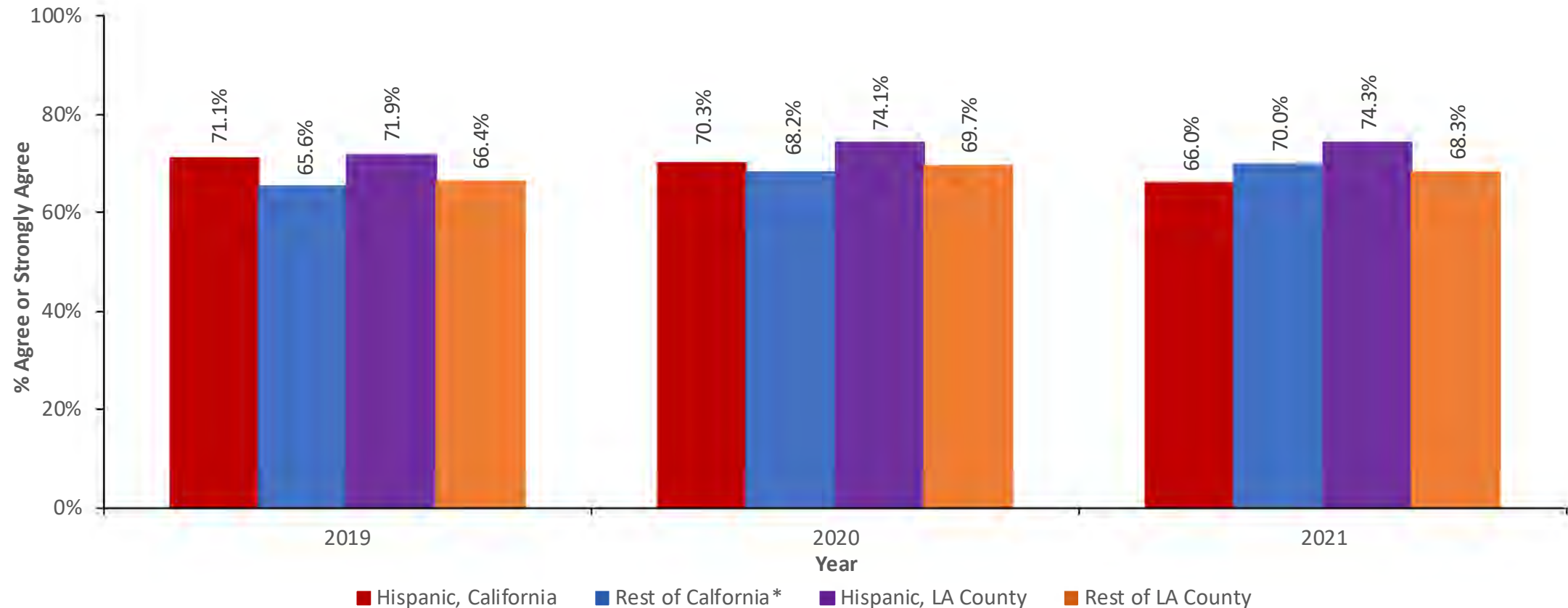
Percentage of respondents who agreed/strongly agreed with the following statement: “Cigarette sales should be phased out completely over the next 5 years.”

Support for Cigarette Sales to be Phased Out Completely Over the Next 5 Years among non-Hispanic Whites by California and Los Angeles County Residency vs. Remaining Racial/Ethnic Groups, 2019-2021



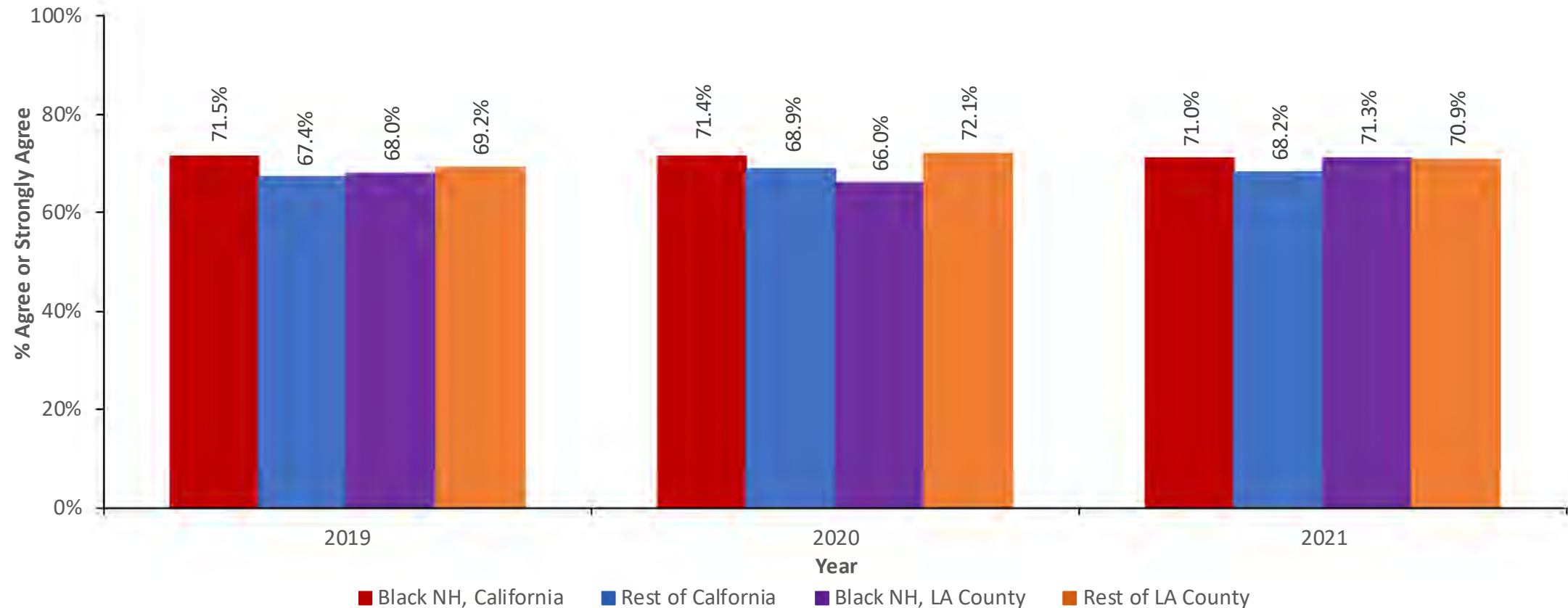
Notes. NH = Non-Hispanic. LA = Los Angeles. Percentage of respondents who agreed/strongly agreed with the following statement: "Cigarette sales should be phased out completely over the next 5 years." Rest-of-California respondents include non-Los Angeles County residents. **Source:** California Tobacco Control Program Media Evaluation Survey, conducted by Research Triangle Institute (RTI) International, Waves 1-23. Data collected from 8/14/2019-4/23/2021.

Support for Cigarette Sales to be Phased Out Completely Over the Next 5 Years among Hispanics by California and Los Angeles County Residency vs. Remaining Racial/Ethnic Groups, 2019-2021



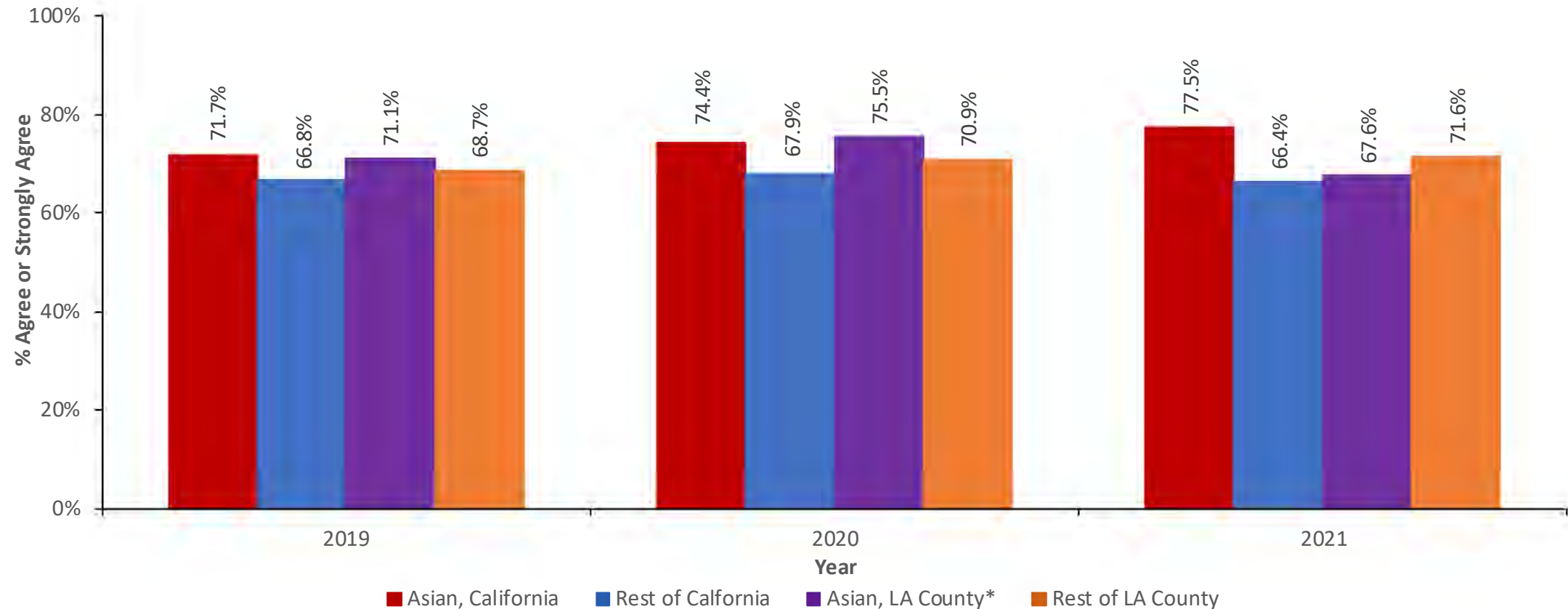
Notes. LA = Los Angeles. Percentage of respondents who agreed/strongly agreed with the following statement: "Cigarette sales should be phased out completely over the next 5 years." Rest-of-California respondents include non-Los Angeles County residents. *p for trend < .05. **Source:** California Tobacco Control Program Media Evaluation Survey, conducted by Research Triangle Institute (RTI) International, Waves 1-23. Data collected from 8/14/2019-4/23/2021.

Support for Cigarette Sales to be Phased Out Completely Over the Next 5 Years among Black non-Hispanics by California and Los Angeles County Residency vs. Remaining Racial/Ethnic Groups, 2019-2021



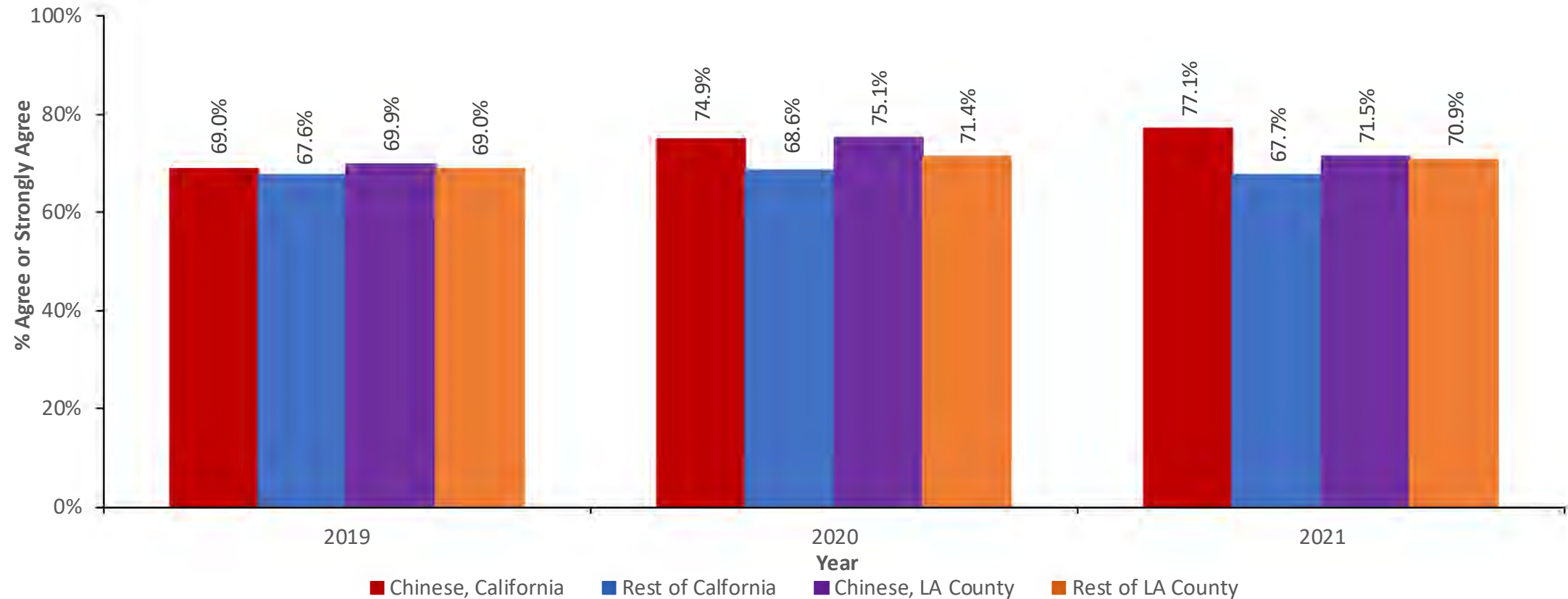
Notes. NH = Non-Hispanic. LA = Los Angeles. Percentage of respondents who agreed/strongly agreed with the following statement: "Cigarette sales should be phased out completely over the next 5 years." Rest-of-California respondents include non-Los Angeles County residents. **Source:** California Tobacco Control Program Media Evaluation Survey, conducted by Research Triangle Institute (RTI) International, Waves 1-23. Data collected from 8/14/2019-4/23/2021.

Support for Cigarette Sales to be Phased Out Completely Over the Next 5 Years among Asians by California and Los Angeles County Residency vs. Remaining Racial/Ethnic Groups, 2019-2021



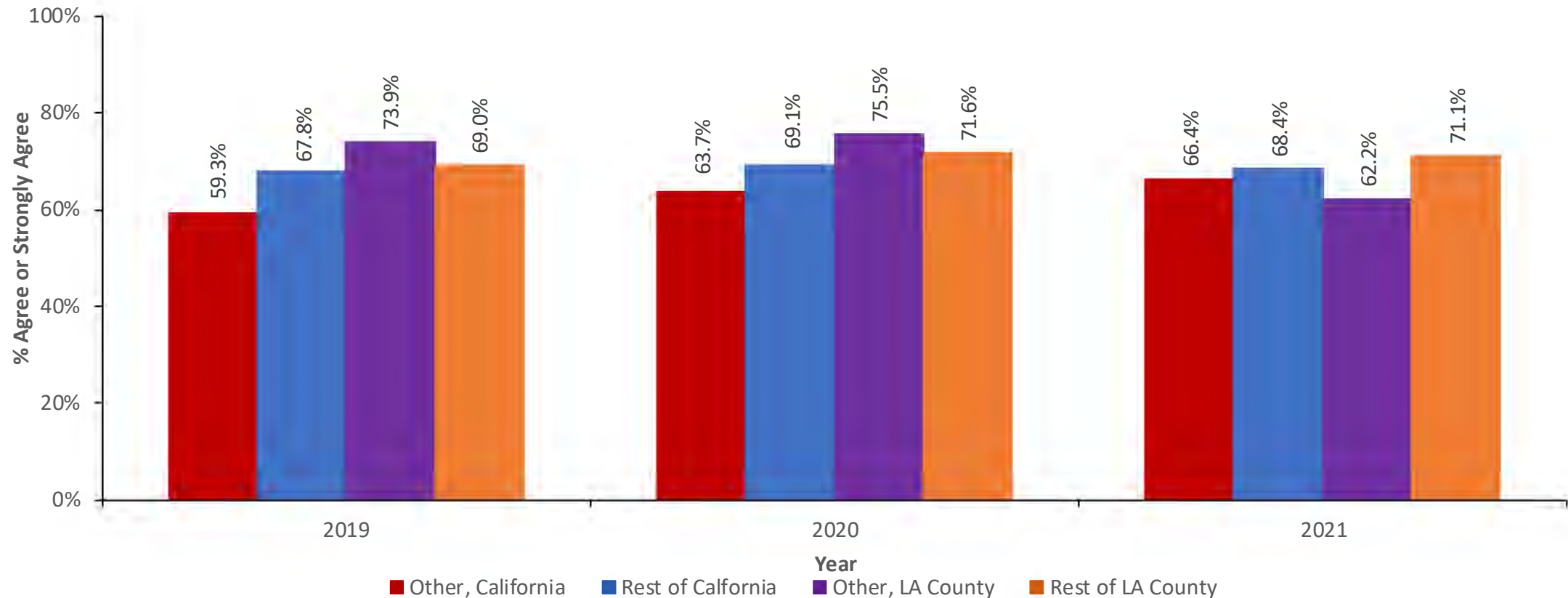
Notes. LA = Los Angeles. Percentage of respondents who agreed/strongly agreed with the following statement: "Cigarette sales should be phased out completely over the next 5 years." Rest-of-California respondents include non-Los Angeles County residents. *p for trend < .05. **Source:** California Tobacco Control Program Media Evaluation Survey, conducted by Research Triangle Institute (RTI) International, Waves 1-23. Data collected from 8/14/2019-4/23/2021.

Support for Cigarette Sales to be Phased Out Completely Over the Next 5 Years among Chinese California Residents and Chinese Los Angeles County Residents vs. Remaining Racial/Ethnic Groups, 2019-2021



Notes. LA = Los Angeles. Percentage of respondents who agreed/strongly agreed with the following statement: "Cigarette sales should be phased out completely over the next 5 years." Rest-of-California respondents include non-Los Angeles County residents. **Source:** California Tobacco Control Program Media Evaluation Survey, conducted by Research Triangle Institute (RTI) International, Waves 1-23. Data collected from 8/14/2019-4/23/2021.

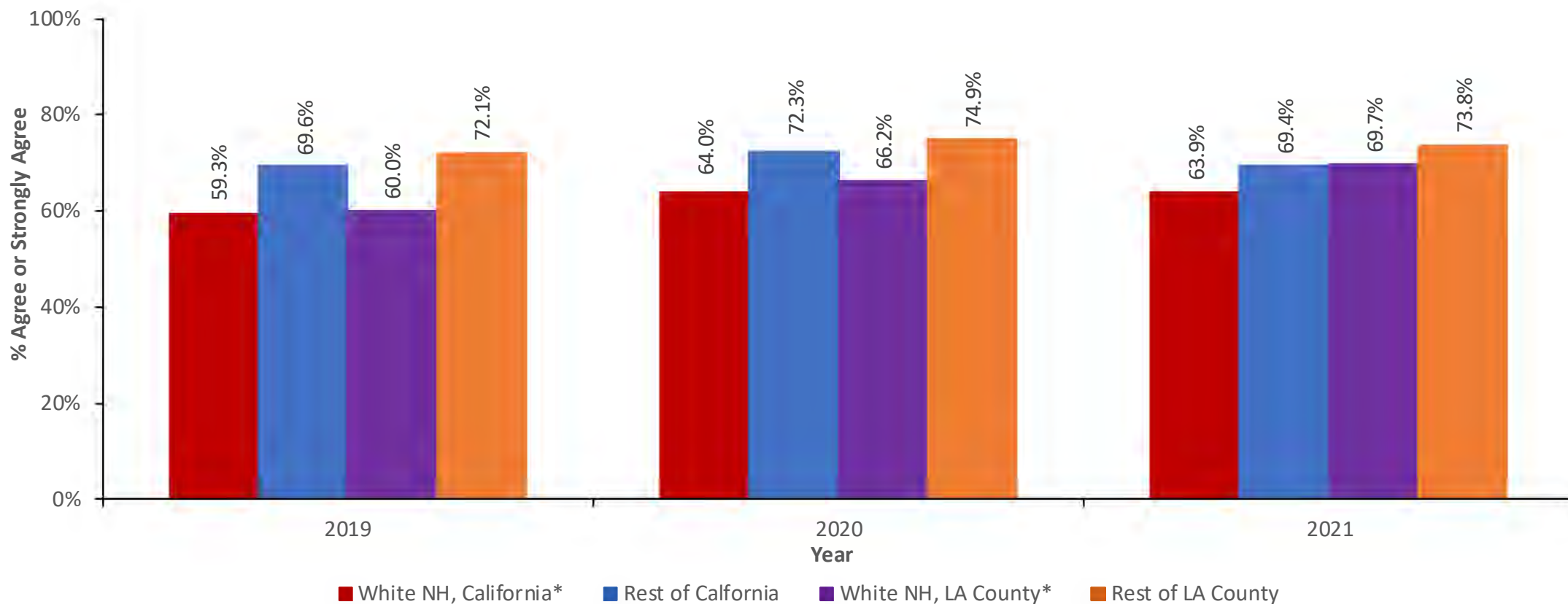
Support for Cigarette Sales to be Phased Out Completely Over the Next 5 Years among Native Hawaiian/Pacific Islander, American Indian/Alaska Native, and Multiracial (Other) California and Los Angeles County Residents vs. Remaining Racial/Ethnic Groups, 2019-2021



Notes. LA = Los Angeles. "Other" combines Native Hawaiian/Pacific Islander, American Indian/Alaska Native, and multiracial (two or more races) respondents due small sample sizes. Percentage of respondents who agreed/strongly agreed with the following statement: "Cigarette sales should be phased out completely over the next 5 years." Rest-of-California respondents include non-Los Angeles County residents. *p for trend < .05. **Source:** California Tobacco Control Program Media Evaluation Survey, conducted by Research Triangle Institute (RTI) International, Waves 1-23. Data collected from 8/14/2019-4/23/2021.

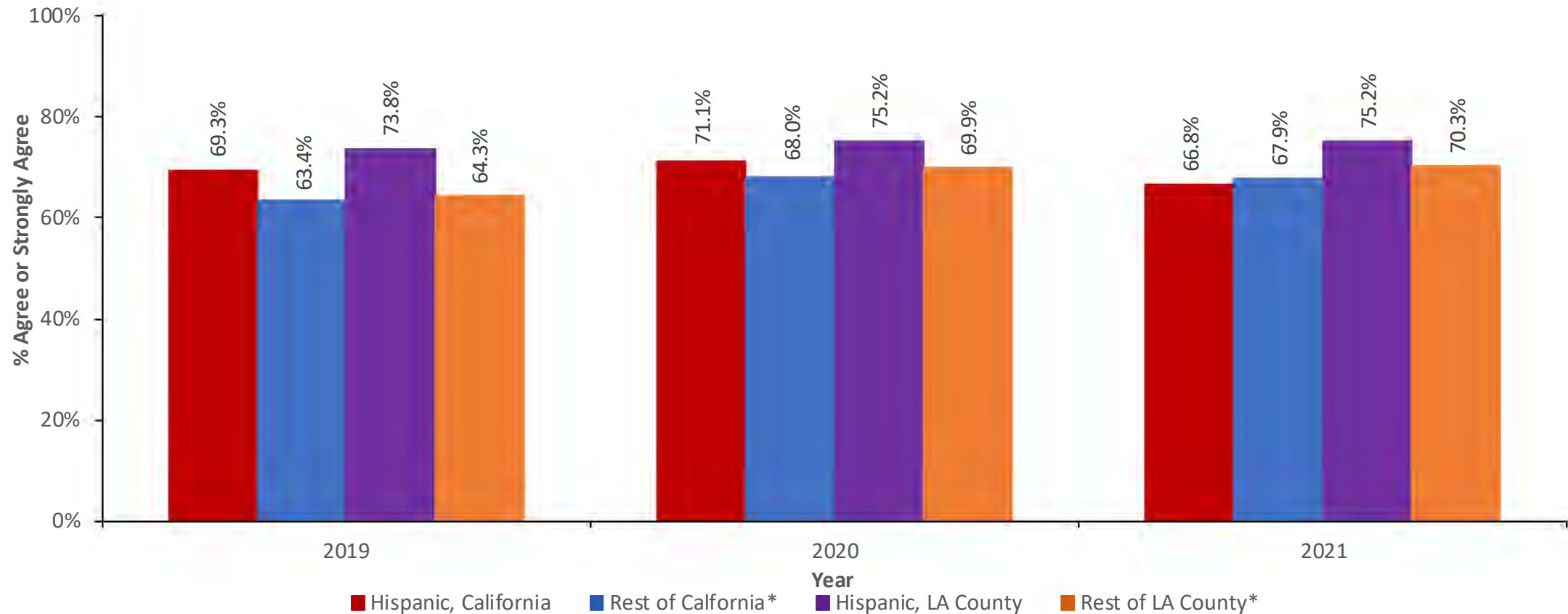
Percentage of respondents who agreed/strongly agreed with the following statement: “The sale of products that contain nicotine should not be allowed, except for aids that help smokers quit, such as nicotine gum and patches.”

Support for Restriction of Sale of Nicotine Products (Except Nicotine Replacement Therapy) among non-Hispanic Whites by California and Los Angeles County Residency vs. Remaining Racial/Ethnic Groups, 2019-2021



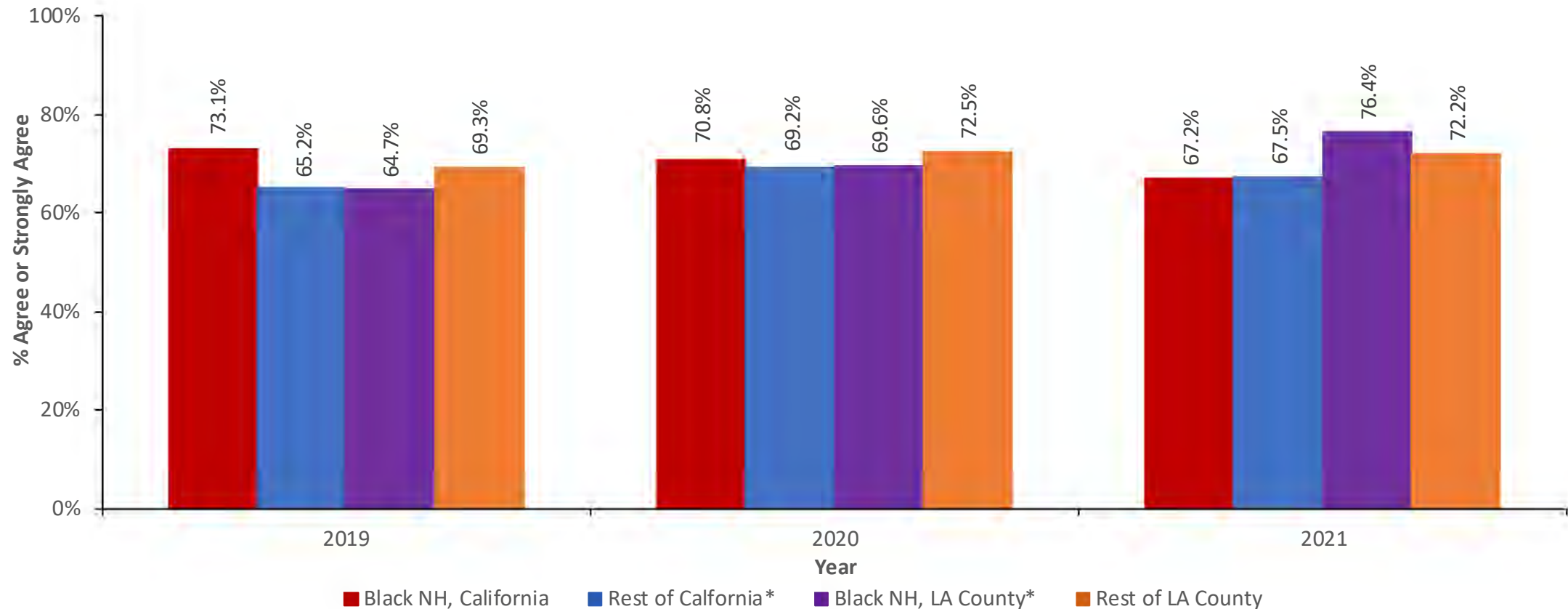
Notes. NH = Non-Hispanic. LA = Los Angeles. Percentage of respondents who agreed/strongly agreed with the following statement: "The sale of products that contain nicotine should not be allowed, except for aids that help smokers quit, such as nicotine gum and patches." Rest-of-California respondents include non-Los Angeles County residents. *p for trend < .05. **Source:** California Tobacco Control Program Media Evaluation Survey, conducted by Research Triangle Institute (RTI) International, Waves 1-23. Data collected from 8/14/2019-4/23/2021.

Support for Restriction of Sale of Nicotine Products (Except Nicotine Replacement Therapy) among Hispanics by California and Los Angeles County Residency vs. Remaining Racial/Ethnic Groups, 2019-2021



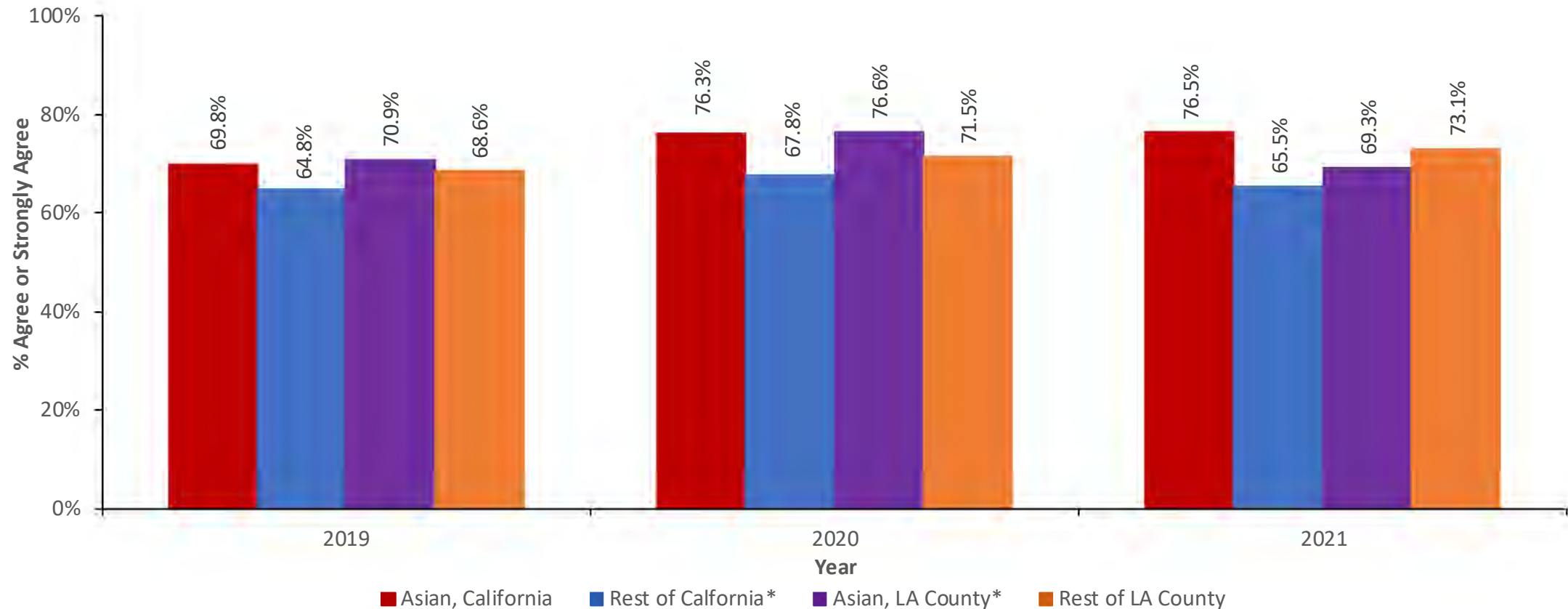
Notes. LA = Los Angeles. Percentage of respondents who agreed/strongly agreed with the following statement: "The sale of products that contain nicotine should not be allowed, except for aids that help smokers quit, such as nicotine gum and patches." Rest-of-California respondents include non-Los Angeles County residents. *p for trend < .05. **Source:** California Tobacco Control Program Media Evaluation Survey, conducted by Research Triangle Institute (RTI) International, Waves 1-23. Data collected from 8/14/2019-4/23/2021.

Support for Restriction of Sale of Nicotine Products (Except Nicotine Replacement Therapy) among Black non-Hispanics by California and Los Angeles County Residency vs. Remaining Racial/Ethnic Groups, 2019-2021



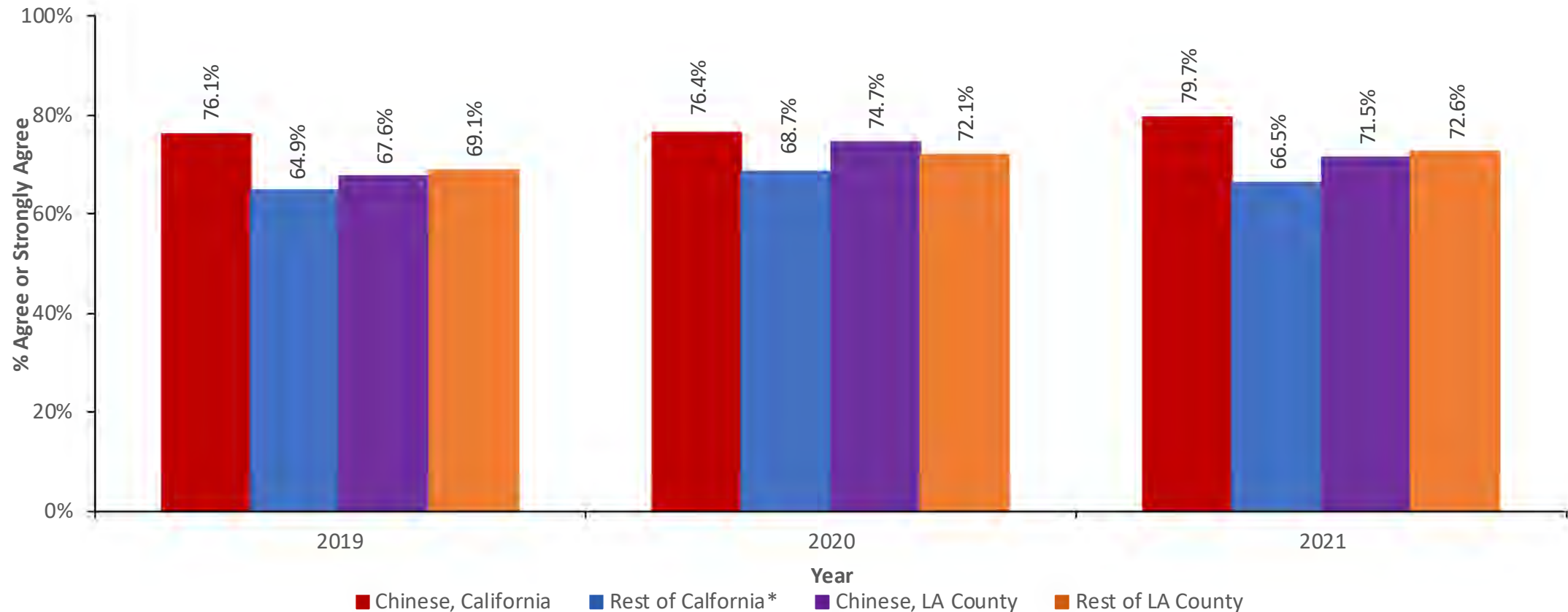
Notes. NH = Non-Hispanic. LA = Los Angeles. Percentage of respondents who agreed/strongly agreed with the following statement: "The sale of products that contain nicotine should not be allowed, except for aids that help smokers quit, such as nicotine gum and patches." Rest-of-California respondents include non-Los Angeles County residents. *p for trend < .05. **Source:** California Tobacco Control Program Media Evaluation Survey, conducted by Research Triangle Institute (RTI) International, Waves 1-23. Data collected from 8/14/2019-4/23/2021.

Support for Restriction of Sale of Nicotine Products (Except Nicotine Replacement Therapy) among Asians by California and Los Angeles County Residency vs. Remaining Racial/Ethnic Groups, 2019-2021



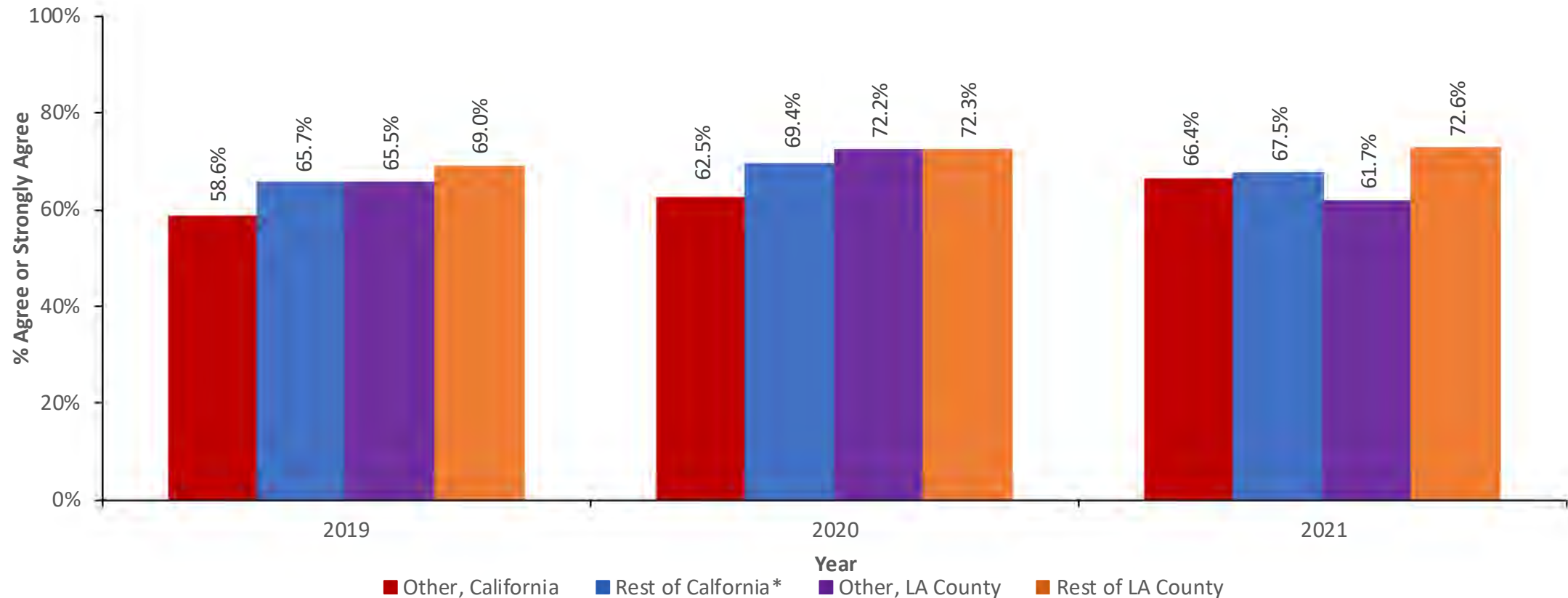
Notes. NH = Non-Hispanic. LA = Los Angeles. Percentage of respondents who agreed/strongly agreed with the following statement: "The sale of products that contain nicotine should not be allowed, except for aids that help smokers quit, such as nicotine gum and patches." Rest-of-California respondents include non-Los Angeles County residents. *p for trend < .05. **Source:** California Tobacco Control Program Media Evaluation Survey, conducted by Research Triangle Institute (RTI) International, Waves 1-23. Data collected from 8/14/2019-4/23/2021.

Support for Restriction of Sale of Nicotine Products (Except Nicotine Replacement Therapy) among Chinese California Residents and Chinese Los Angeles County Residents vs. Remaining Racial/Ethnic Groups, 2019-2021



Notes. LA = Los Angeles. Percentage of respondents who agreed/strongly agreed with the following statement: "The sale of products that contain nicotine should not be allowed, except for aids that help smokers quit, such as nicotine gum and patches." Rest-of-California respondents include non-Los Angeles County residents. *p for trend < .05. **Source:** California Tobacco Control Program Media Evaluation Survey, conducted by Research Triangle Institute (RTI) International, Waves 1-23. Data collected from 8/14/2019-4/23/2021.

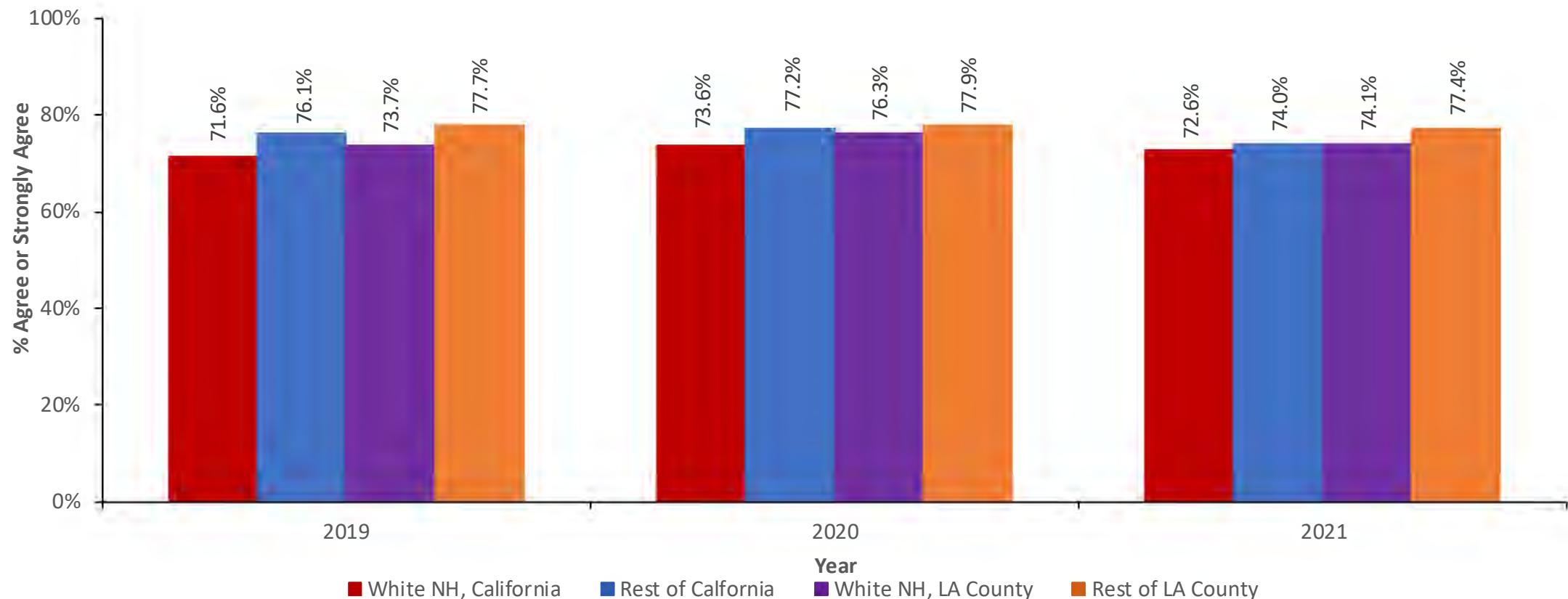
Support for Restriction of Sale of Nicotine Products (Except Nicotine Replacement Therapy) among Native Hawaiian/Pacific Islander, American Indian/Alaska Native, and Multiracial (Other) California and Los Angeles County Residents vs. Remaining Racial/Ethnic Groups, 2019-2021



Notes. LA = Los Angeles. "Other" combines Native Hawaiian/Pacific Islander, American Indian/Alaska Native, and multiracial (two or more races) respondents due small sample sizes. Percentage of respondents who agreed/strongly agreed with the following statement: "The sale of products that contain nicotine should not be allowed, except for aids that help smokers quit, such as nicotine gum and patches." Rest-of-California respondents include non-Los Angeles County residents. *p for trend < .05. **Source:** California Tobacco Control Program Media Evaluation Survey, conducted by Research Triangle Institute (RTI) International, Waves 1-23. Data collected from 8/14/2019-4/23/2021.

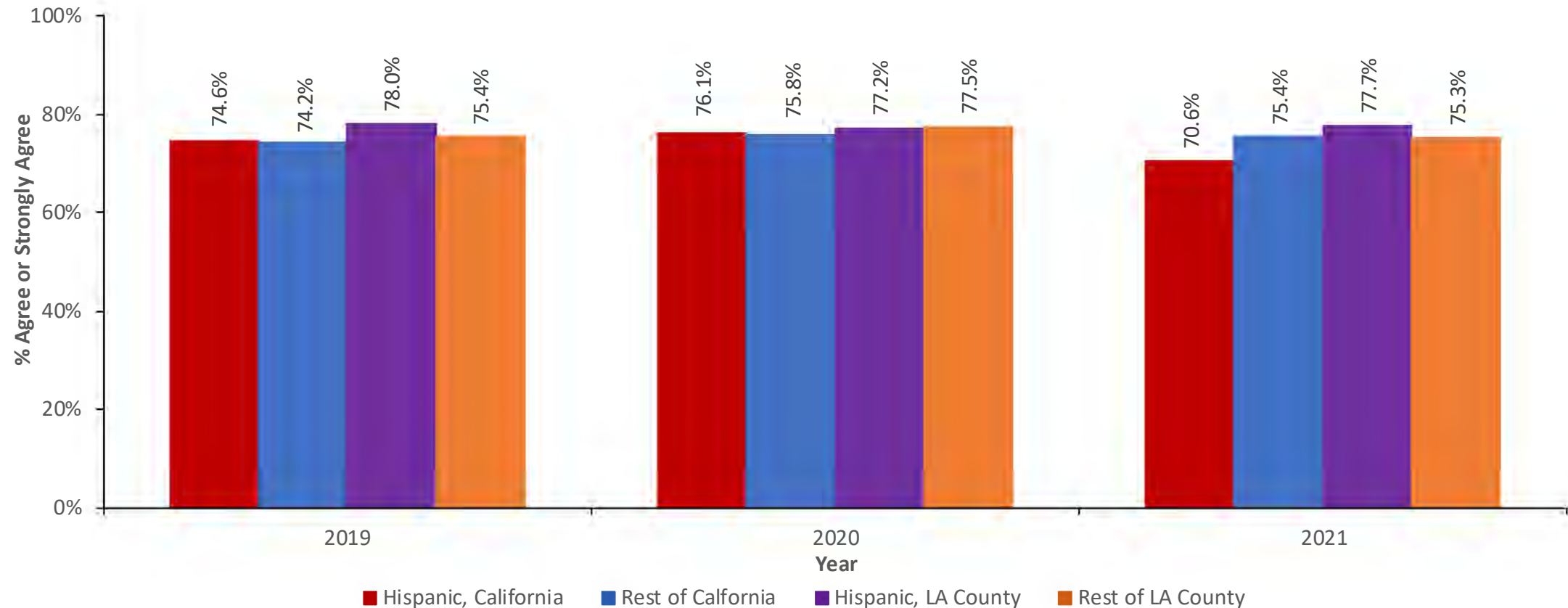
Percentage of respondents who agreed/strongly agreed with the following statement: “I’d support regulation to ban or restrict sale of flavored tobacco products, including e-cigarette and vape products.”

Support for Regulation to Ban or Restrict Sale of Flavored Tobacco Products among non-Hispanic Whites by California and Los Angeles County Residency vs. Remaining Racial/Ethnic Groups, 2019-2021



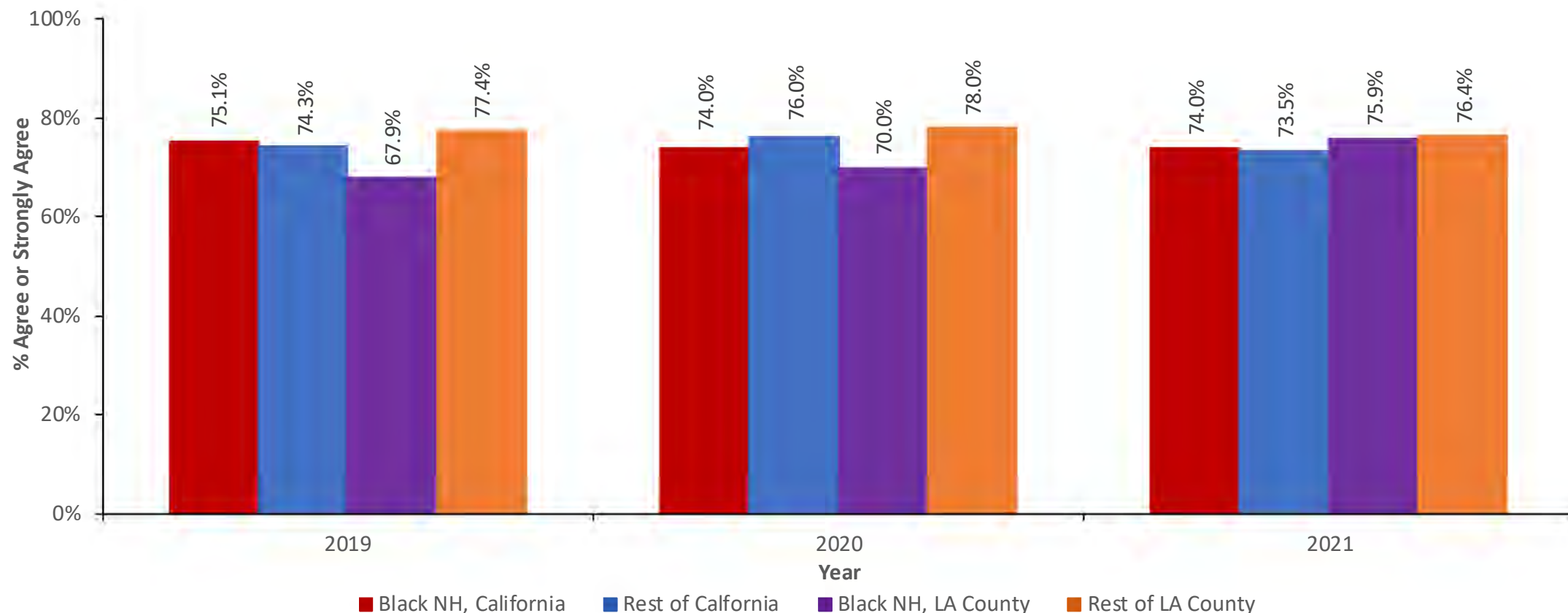
Notes. NH = Non-Hispanic. LA = Los Angeles. Percentage of respondents who agreed/strongly agreed with the following statement: "I'd support regulation to ban or restrict sale of flavored tobacco products, including e-cigarette and vape products." Rest-of-California respondents include non-Los Angeles County residents. **Source:** California Tobacco Control Program Media Evaluation Survey, conducted by Research Triangle Institute (RTI) International, Waves 1-23. Data collected from 8/14/2019-4/23/2021.

Support for Regulation to Ban or Restrict Sale of Flavored Tobacco Products among Hispanics by California and Los Angeles County Residency vs. Remaining Racial/Ethnic Groups, 2019-2021



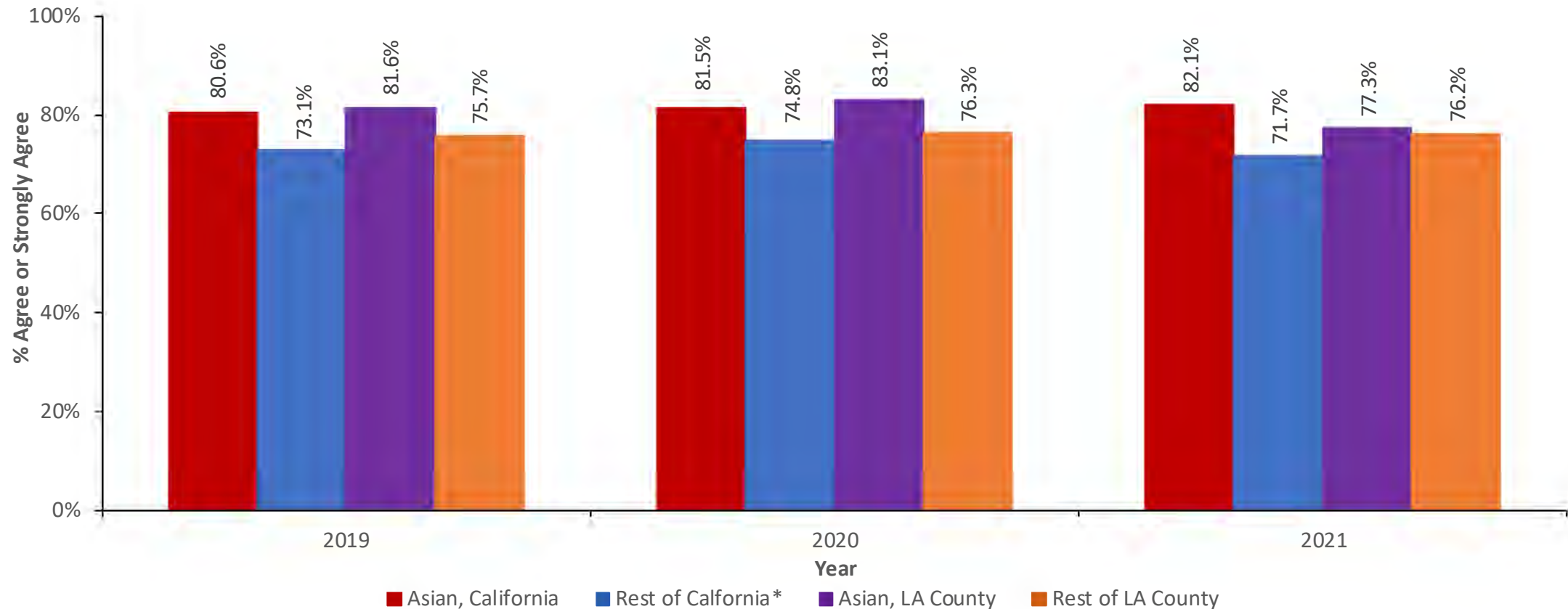
Notes. LA = Los Angeles. Percentage of respondents who agreed/strongly agreed with the following statement: "I'd support regulation to ban or restrict sale of flavored tobacco products, including e-cigarette and vape products." Rest-of-California respondents include non-Los Angeles County residents. **Source:** California Tobacco Control Program Media Evaluation Survey, conducted by Research Triangle Institute (RTI) International, Waves 1-23. Data collected from 8/14/2019-4/23/2021.

Support for Regulation to Ban or Restrict Sale of Flavored Tobacco Products among Black non-Hispanics by California and Los Angeles County Residency vs. Remaining Racial/Ethnic Groups, 2019-2021



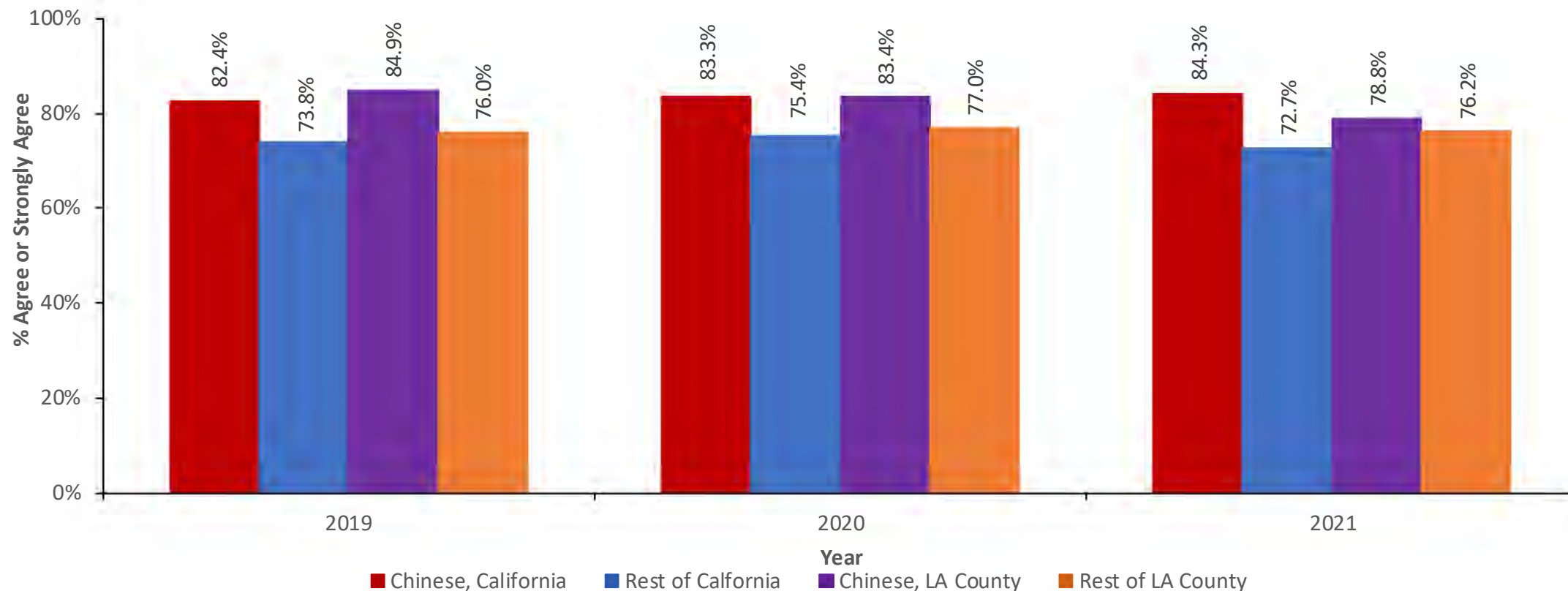
Notes. NH = Non-Hispanic. LA = Los Angeles. Percentage of respondents who agreed/strongly agreed with the following statement: "I'd support regulation to ban or restrict sale of flavored tobacco products, including e-cigarette and vape products." Rest-of-California respondents include non-Los Angeles County residents. **Source:** California Tobacco Control Program Media Evaluation Survey, conducted by Research Triangle Institute (RTI) International, Waves 1-23. Data collected from 8/14/2019-4/23/2021.

Support for Regulation to Ban or Restrict Sale of Flavored Tobacco Products among Asians by California and Los Angeles County Residency vs. Remaining Racial/Ethnic Groups, 2019-2021



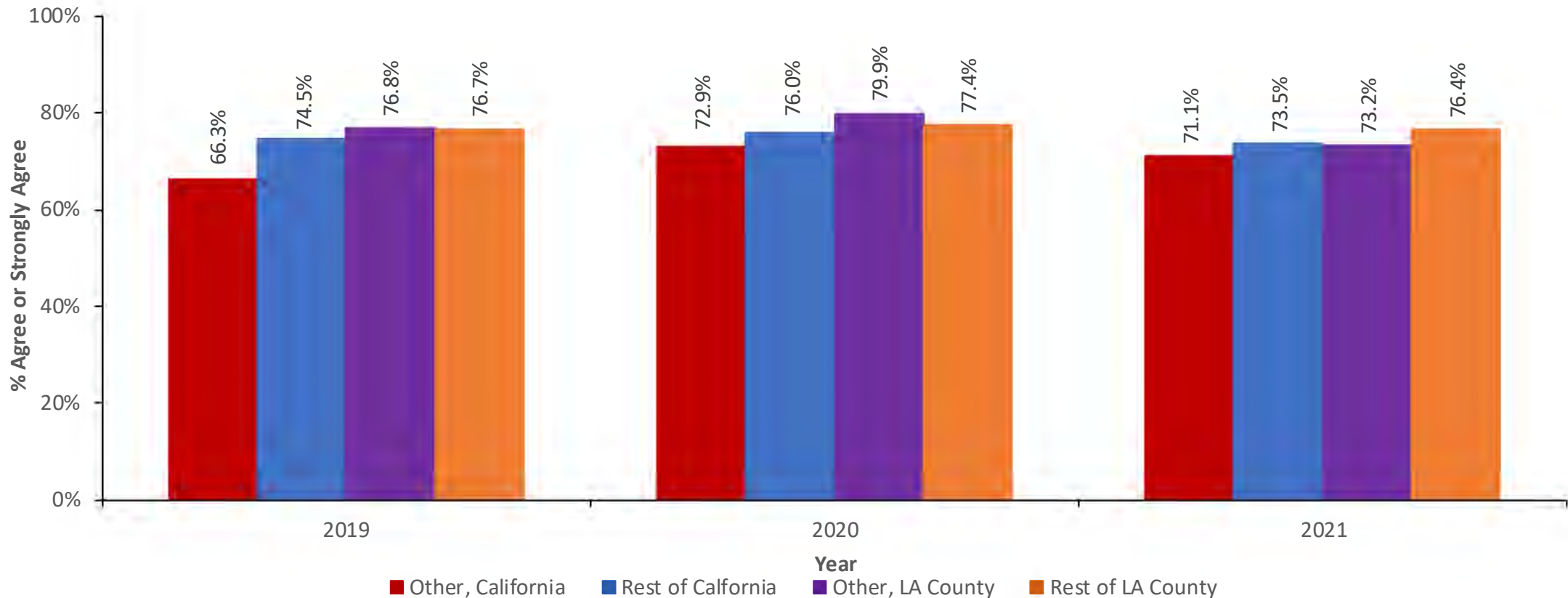
Notes. LA = Los Angeles. Percentage of respondents who agreed/strongly agreed with the following statement: "I'd support regulation to ban or restrict sale of flavored tobacco products, including e-cigarette and vape products." Rest-of-California respondents include non-Los Angeles County residents.
 *p for trend < .05. **Source:** California Tobacco Control Program Media Evaluation Survey, conducted by Research Triangle Institute (RTI) International, Waves 1-23. Data collected from 8/14/2019-4/23/2021.

Support for Regulation to Ban or Restrict Sale of Flavored Tobacco Products among Chinese California Residents and Chinese Los Angeles County Residents vs. Remaining Racial/Ethnic Groups, 2019-2021



Notes. LA = Los Angeles. Percentage of respondents who agreed/strongly agreed with the following statement: "I'd support regulation to ban or restrict sale of flavored tobacco products, including e-cigarette and vape products." Rest-of-California respondents include non-Los Angeles County residents. **Source:** California Tobacco Control Program Media Evaluation Survey, conducted by Research Triangle Institute (RTI) International, Waves 1-23. Data collected from 8/14/2019-4/23/2021.

Support for Regulation to Ban or Restrict Sale of Flavored Tobacco Products among Native Hawaiian/Pacific Islander, American Indian/Alaska Native, and Multiracial (Other) California and Los Angeles County Residents vs. Remaining Racial/Ethnic Groups, 2019-2021

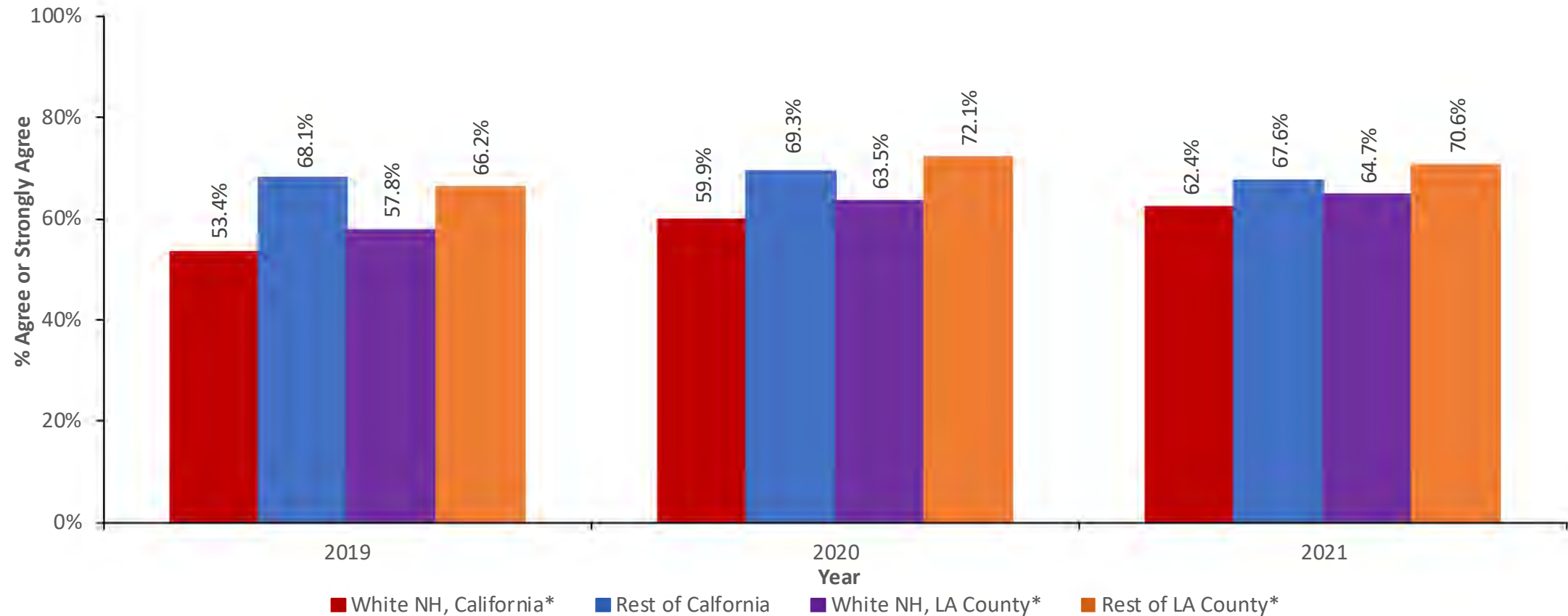


Notes. LA = Los Angeles. "Other" combines Native Hawaiian/Pacific Islander, American Indian/Alaska Native, and multiracial (two or more races) respondents due small sample sizes. Percentage of respondents who agreed/strongly agreed with the following statement: "I'd support regulation to ban or restrict sale of flavored tobacco products, including e-cigarette and vape products." Rest-of-California respondents include non-Los Angeles County residents.

*p for trend < .05. **Source:** California Tobacco Control Program Media Evaluation Survey, conducted by Research Triangle Institute (RTI) International, Waves 1-23. Data collected from 8/14/2019-4/23/2021.

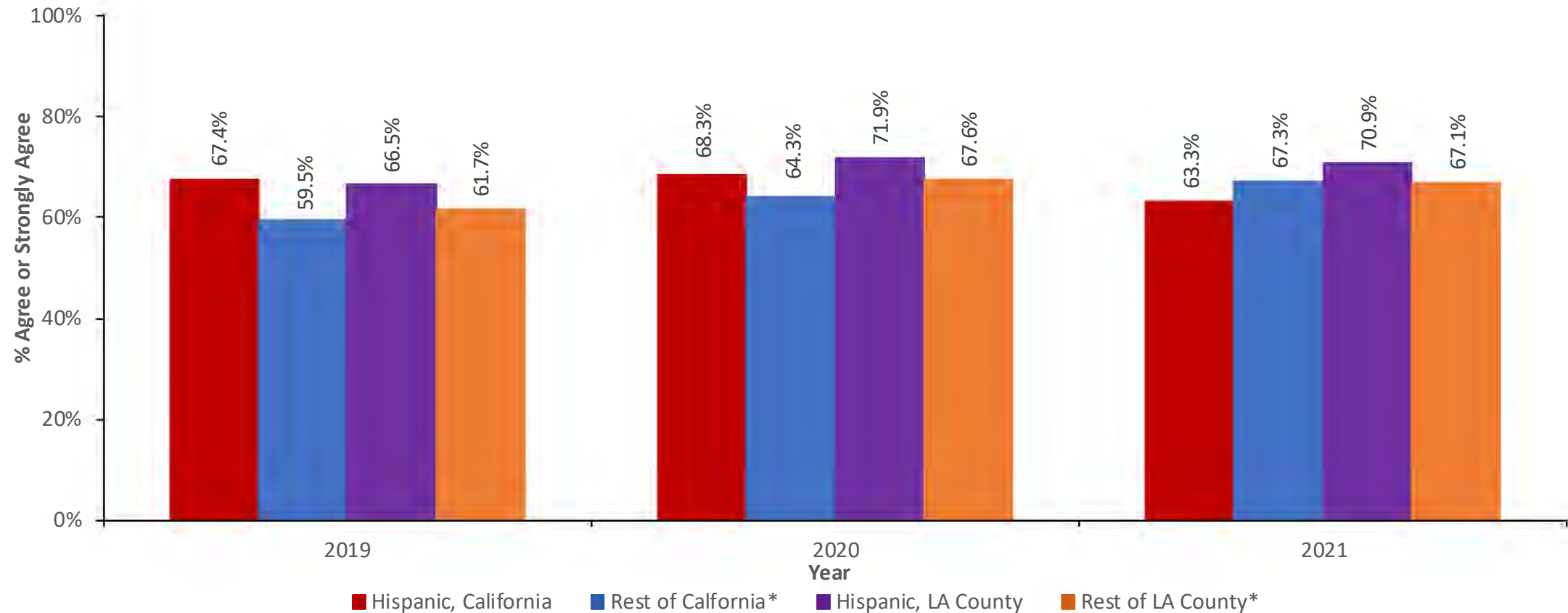
Percentage of respondents who agreed/strongly agreed with the following statement: “The sale of menthol cigarettes should not be allowed.”

Support for Ending the Sale of Menthol Cigarettes among non-Hispanic Whites by California and Los Angeles County Residency vs. Remaining Racial/Ethnic Groups, 2019-2021



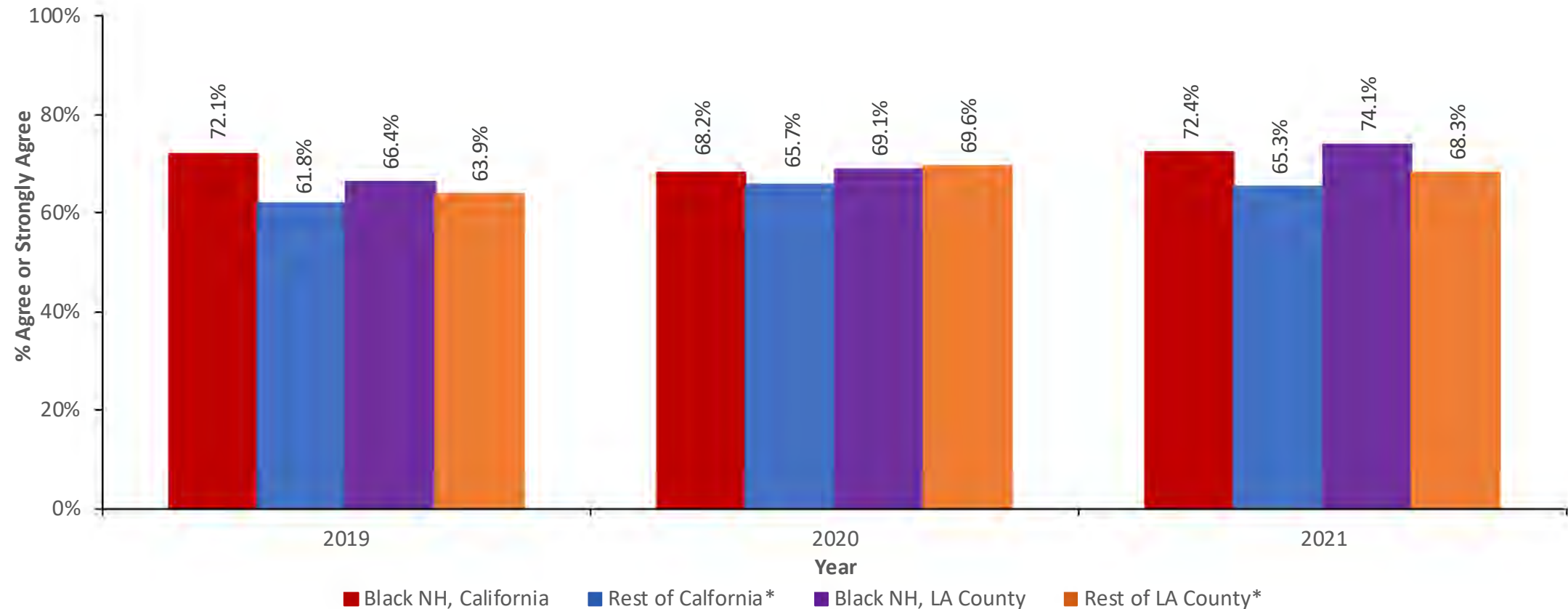
Notes. NH = Non-Hispanic. LA = Los Angeles. Percentage of respondents who agreed/strongly agreed with the following statement: "The sale of menthol cigarettes should not be allowed." Rest-of-California respondents include non-Los Angeles County residents. *p for trend < .05. **Source:** California Tobacco Control Program Media Evaluation Survey, conducted by Research Triangle Institute (RTI) International, Waves 1-23. Data collected from 8/14/2019-4/23/2021.

Support for Ending the Sale of Menthol Cigarettes among Hispanics by California and Los Angeles County Residency vs. Remaining Racial/Ethnic Groups, 2019-2021



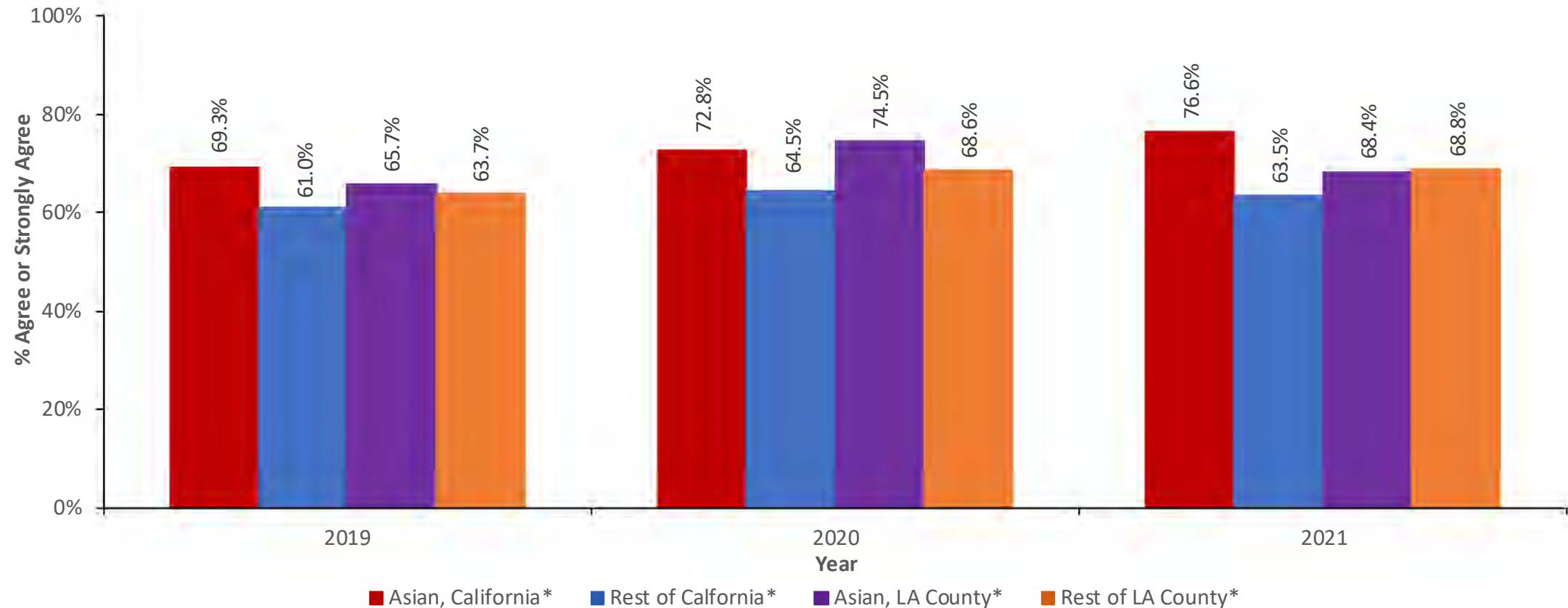
Notes. LA = Los Angeles. Percentage of respondents who agreed/strongly agreed with the following statement: "The sale of menthol cigarettes should not be allowed." Rest-of-California respondents include non-Los Angeles County residents. *p for trend < .05. **Source:** California Tobacco Control Program Media Evaluation Survey, conducted by Research Triangle Institute (RTI) International, Waves 1-23. Data collected from 8/14/2019-4/23/2021.

Support for Ending the Sale of Menthol Cigarettes among Black non-Hispanics by California and Los Angeles County Residency vs. Remaining Racial/Ethnic Groups, 2019-2021



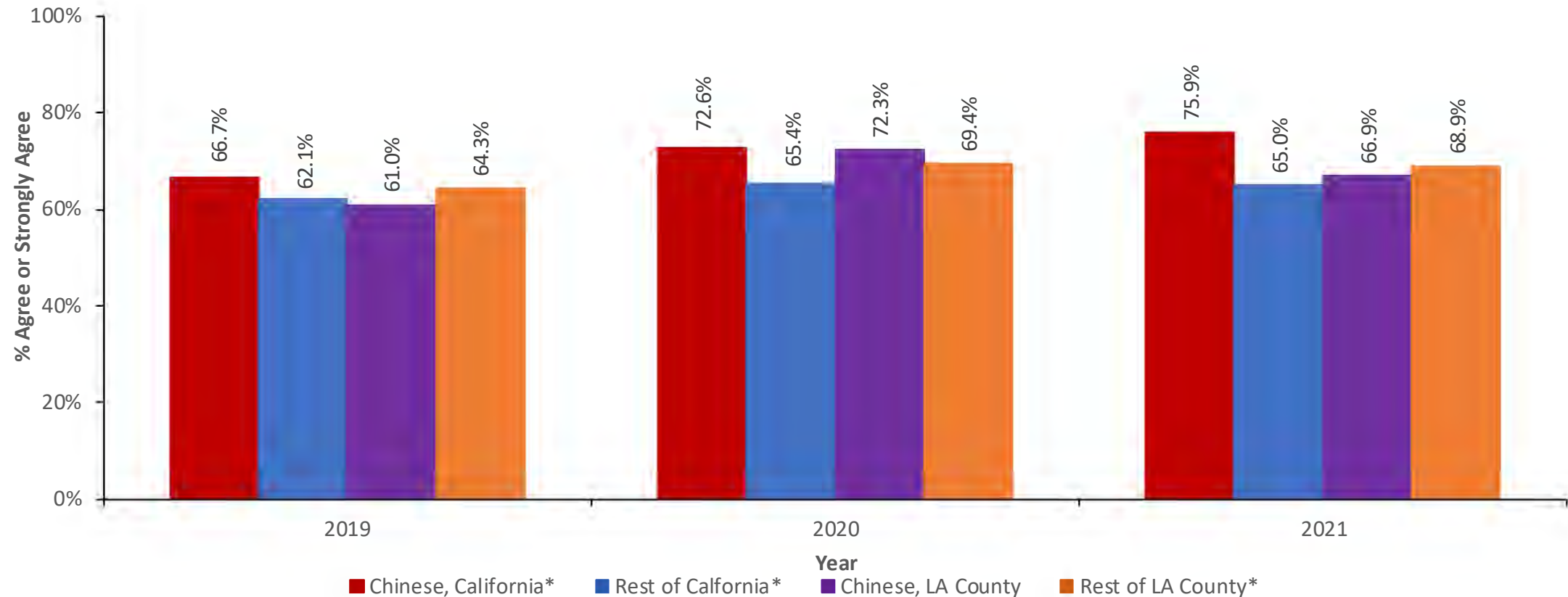
Notes. NH = Non-Hispanic. LA = Los Angeles. Percentage of respondents who agreed/strongly agreed with the following statement: "The sale of menthol cigarettes should not be allowed." Rest-of-California respondents include non-Los Angeles County residents. *p for trend < .05. **Source:** California Tobacco Control Program Media Evaluation Survey, conducted by Research Triangle Institute (RTI) International, Waves 1-23. Data collected from 8/14/2019-4/23/2021.

Support for Ending the Sale of Menthol Cigarettes among Asians by California and Los Angeles County Residency vs. Remaining Racial/Ethnic Groups, 2019-2021



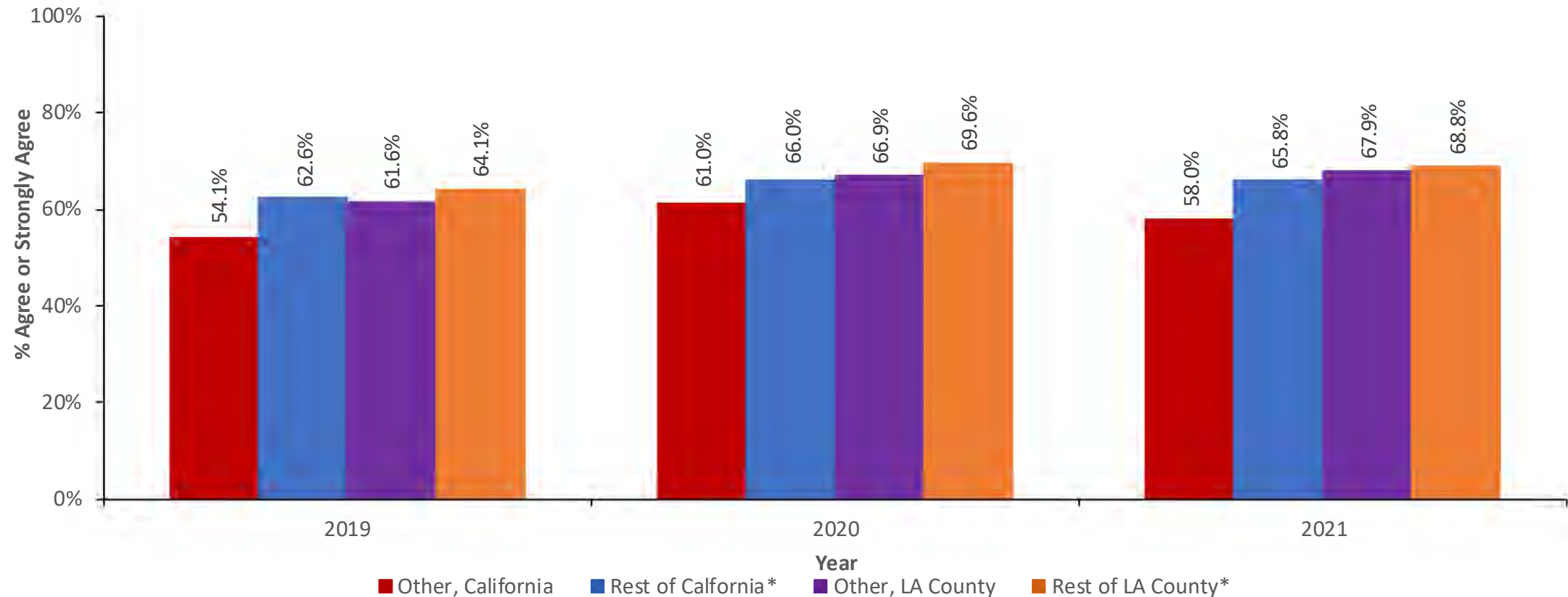
Notes. LA = Los Angeles. Percentage of respondents who agreed/strongly agreed with the following statement: "The sale of menthol cigarettes should not be allowed." Rest-of-California respondents include non-Los Angeles County residents. *p for trend < .05. **Source:** California Tobacco Control Program Media Evaluation Survey, conducted by Research Triangle Institute (RTI) International, Waves 1-23. Data collected from 8/14/2019-4/23/2021.

Support for Ending the Sale of Menthol Cigarettes among Chinese California Residents and Chinese Los Angeles County Residents vs. Remaining Racial/Ethnic Groups, 2019-2021



Notes. LA = Los Angeles. Percentage of respondents who agreed/strongly agreed with the following statement: "The sale of menthol cigarettes should not be allowed." Rest-of-California respondents include non-Los Angeles County residents. *p for trend < .05. **Source:** California Tobacco Control Program Media Evaluation Survey, conducted by Research Triangle Institute (RTI) International, Waves 1-23. Data collected from 8/14/2019-4/23/2021.

Support for Ending the Sale of Menthol Cigarettes among Native Hawaiian/Pacific Islander, American Indian/Alaska Native, and Multiracial (Other) California and Los Angeles County Residents vs. Remaining Racial/Ethnic Groups, 2019-2021



Notes. LA = Los Angeles. "Other" combines Native Hawaiian/Pacific Islander, American Indian/Alaska Native, and multiracial (two or more races) respondents due small sample sizes. Percentage of respondents who agreed/strongly agreed with the following statement: "The sale of menthol cigarettes should not be allowed." Rest-of-California respondents include non-Los Angeles County residents. *p for trend < .05. **Source:** California Tobacco Control Program Media Evaluation Survey, conducted by Research Triangle Institute (RTI) International, Waves 1-23. Data collected from 8/14/2019-4/23/2021.

ATTACHMENT 4
Ordinance 2184

ORDINANCE NO. 2184**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
AMENDING CHAPTER 18 (BUSINESS, PROFESSIONS AND TRADES)
WITH THE ADDITION OF PART 6 – (TOBACCO RETAILER PERMIT),
OF THE SOUTH PASADENA MUNICIPAL CODE AND
ESTABLISHING A TOBACCO RETAIL PERMIT FEE**

WHEREAS, based in part on the information contained in this section, the City Council finds that the failure of tobacco retailers to comply with all tobacco control laws, particularly laws prohibiting the sale of tobacco products to minors, presents an imminent threat to the public health, safety, and welfare of the residents of the City; and

WHEREAS, the City Council finds that a local permitting system for tobacco retailers is appropriate to ensure that retailers comply with tobacco control laws and business standards of the City, to protect the health, safety, and welfare of our residents; and

WHEREAS, approximately 438,000 people die in the United States from tobacco-related diseases every year, making it the nation's leading cause of preventable death; and

WHEREAS, the World Health Organization (WHO) estimates that by 2030, tobacco will account for 8.3 million deaths per year, killing 50% more people in 2015 than HIV/AIDS, and will be responsible for 10% of all deaths worldwide; and

WHEREAS, the California Legislature has recognized the danger of tobacco use and has made reducing youth access to tobacco products a high priority, as evidenced by the fact that:

- The Legislature has declared that smoking is the single most important source of preventable disease and premature death in California (Cal. Health & Safety Code § 118950);
- State law prohibits the sale or furnishing of cigarettes, tobacco products, and smoking paraphernalia to minors, as well as the purchase, receipt, or possession of tobacco products by minors (Cal. Pen. Code § 308);
- State law requires that tobacco retailers check the identification of tobacco purchasers who reasonably appear to be under 18 years of age (Cal. Bus. & Prof. Code § 22956) and provides procedures for using minors to conduct

onsite compliance checks of tobacco retailers (Cal. Bus. & Prof. Code § 22952);

- State law prohibits the sale of tobacco products and paraphernalia through self-services displays with limited exceptions for tobacco stores (Cal. Bus. & Prof. Code § 22960, 22962);
- State law prohibits the sale of “bidis” (hand-rolled filter-less cigarettes imported primarily from India and Southeast Asian countries) except in adult-only establishments (Cal. Pen. Code § 308.1);
- State law prohibits the manufacture, distribution, or sale of cigarettes in packages of less than 20 and prohibits the manufacture, distribution, or sale of “roll-your-own” tobacco in packages containing less than 0.60 ounces of tobacco (Cal. Pen. Code § 308.3);

WHEREAS, state law requires all tobacco retailers to be licensed by the Board of Equalization primarily to curb the illegal sale and distribution of cigarettes due to tax evasion and counterfeiting (Cal. Bus. & Prof. Code §§ 22970.1, 22972); and

WHEREAS, state law explicitly permits cities and counties to enact local tobacco retail permitting ordinances, and allows for the suspension or revocation of a local permit for a violation of any state tobacco control law (Cal. Bus. & Prof. Code § 22971.3); and

WHEREAS, California courts in such cases as *Cohen v. Board of Supervisors*, 40 Cal. 3d 277 (1985), and *Bravo Vending v. City of Rancho Mirage*, 16 Cal. App. 4th 383 (1993), have affirmed the power of the city to regulate business activity in order to discourage violations of law; and

WHEREAS, despite the state’s efforts to limit youth access to tobacco, minors are still able to access cigarettes, as evidenced by the fact that:

- Each day, nearly 4,000 children under 18 years of age smoke their first cigarette, and almost 1,500 children under 18 years of age begin smoking daily;
- More than 75% of all current smokers in 2001 began smoking before the age of 18;
- Among middle school students who were current cigarette users in 2004, 70.6% were not asked to show proof of age when they purchased or attempted to purchase cigarettes from a store, and 66.4% were not refused purchase because of their age;
- In 2002, youth smoked approximately 540 million packs of cigarettes, generating nearly \$1.2 billion in tobacco industry revenue;

WHEREAS, research demonstrates that local tobacco retail ordinances dramatically reduce youth access to cigarettes, as evidenced by the following:

- A review of thirteen California communities with strong tobacco retailer licensing/permitting ordinances shows that the youth sales rate declined in twelve of the thirteen communities, with an average decrease of 68% in the youth sales rate;
- A study of the effect of licensing and enforcement methods used in the Philadelphia area revealed a decrease in sales to minors from 85% in 1994 to 43% in 1998;
- A study of several Minnesota cities found that an increased licensing fee in conjunction with strict enforcement of youth access laws led to a decrease from 39.8% to 4.9% in the number of youth able to purchase tobacco;

WHEREAS, the implementation of tobacco retailer licensing/permitting requirements is supported by most Californians, as evidenced by the following:

- Statewide, over 80% of California adults think tobacco retailers should be licensed;
- Similarly, in rural areas in California, 78% of adults think tobacco retailers should be licensed, and 91% agree that a store owner who repeatedly sells cigarettes to minors should no longer have the right to sell cigarettes;
- 65% of California's key opinion leaders surveyed support implementation of tobacco-licensing requirements;
- Over 90% of enforcement agencies surveyed in 2000 rated license suspension or revocation after repeated violations as an effective strategy to reduce youth access to tobacco;

WHEREAS, seventy-eight cities and counties in California have passed tobacco retailer licensing/permitting ordinances in an effort to stop minors from smoking; and

WHEREAS, California retailers continue to sell tobacco to underage consumers, evidenced by the following:

- Nearly 11% of all tobacco retailers unlawfully sold to minors in 2007;
- Non-traditional tobacco retailers such as deli, meat, and donut shops sold to minors in 2007 at a much higher rate than the statewide average, as high as 16%;
- Teens surveyed in 2002 say they bought their cigarettes at: gas stations (58%), liquor stores (45%), and supermarkets and small grocery stores (29% combined);

WHEREAS, a requirement for a tobacco retailer permit will not unduly burden legitimate business activities of retailers who sell or distribute cigarettes or other tobacco products to adults. It will, however, allow the City to regulate the operation of lawful businesses to discourage violations of federal, state, and local tobacco-related laws; and

WHEREAS, City has a substantial interest in promoting compliance with federal, state, and local laws intended to regulate tobacco sales and use; in discouraging the illegal purchase of tobacco products by minors; in promoting compliance with laws prohibiting sales of cigarettes and tobacco products to minors; and finally, and most importantly, in protecting children from being lured into illegal activity through the misconduct of adults.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City Council is enacting this ordinance, to ensure compliance with the business standards and practices of the City and to encourage responsible tobacco retailing and to discourage violations of tobacco-related laws, especially those which prohibit or discourage the sale or distribution of tobacco and nicotine products to minors, but not to expand or reduce the degree to which the acts regulated by federal or state law are criminally proscribed or to alter the penalties provided therein.

SECTION 2. Chapter 18 (Business, Professions and Trades) of the South Pasadena Municipal Code is hereby amended with the addition of Part 6 (Tobacco Retailer Permit) to read as follows:

PART 6 - TOBACCO RETAILER PERMIT

18.101 Definitions.

The following words and phrases, whenever used in this Part, shall have the meanings defined in this section unless the context clearly requires otherwise:

(a) "Arm's Length Transaction" means a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of the violations of this Part is not an Arm's Length Transaction.

(b) "Department" means Finance Department and any agency or Person designated by the Department to enforce or administer the provisions of this Part.

(c) "Person" means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

(d) "Proprietor" means a Person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a Person has a ten percent (10%) or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a Person can or does have or share ultimate control over the day-to-day operations of a business.

(e) "Self-Service Display" means the open display or storage of Tobacco Products or Tobacco Paraphernalia in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct person-to-person transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of Self-Service Display.

(f) "Smoking" means possessing a lighted Tobacco Product, lighted Tobacco Paraphernalia, or any other lighted weed or plant (including a lighted pipe, cigar, hookah pipe, or cigarette of any kind) and means the lighting of a Tobacco Product, Tobacco Paraphernalia, or any other weed or plant (including a pipe, cigar, hookah pipe, or cigarette of any kind).

(h) "Tobacco Product" means any substance containing tobacco leaf, including but not limited to cigarettes, cigars, pipe tobacco, hookah tobacco, snuff, chewing tobacco, dipping tobacco, snus, bidis, or any other preparation of tobacco; and any product or formulation of matter containing biologically active amounts of nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the expectation that the product or matter will be introduced into the human body, but does not include any cessation product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco dependence.

(i) "Tobacco Retailer" means any Person who sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco, Tobacco Products or Tobacco Paraphernalia. "Tobacco Retailing" shall mean the doing of any of these things. This definition is without regard to the quantity of tobacco, Tobacco Products, or Tobacco Paraphernalia sold, offered for sale, exchanged, or offered for exchange.

18.102 Requirements and Prohibitions.

(a) TOBACCO RETAILER PERMIT REQUIRED. It shall be unlawful for any Person to act as a Tobacco Retailer in the City without first obtaining and maintaining a valid Tobacco Retailer Permit ("Permit") pursuant to this Part for each location at which

that activity is to occur. Tobacco Retailing without a valid Tobacco Retailer Permit is a nuisance as a matter of law.

(b) **LAWFUL BUSINESS OPERATION.** In the course of Tobacco Retailing or in the operation of the business or maintenance of the location for which a permit issued, it shall be a violation of this Part for a Permittee, or any of the Permittee's agents or employees, to violate any local, state, or federal law applicable to Tobacco Products or Tobacco Retailing.

(c) **DISPLAY OF PERMIT.** Each Tobacco Retailer Permit shall be prominently displayed in a publicly visible location at the Permitted location.

(d) **POSITIVE IDENTIFICATION REQUIRED.** No Person engaged in Tobacco Retailing shall sell or transfer a Tobacco Product to another Person who appears to be under the age of twenty-seven (27) years without first examining the identification of the recipient to confirm that the recipient is at least the minimum age under state law to purchase and possess the Tobacco Product.

(e) **MINIMUM AGE FOR PERSONS SELLING TOBACCO.** No Person who is younger than the minimum age established by state law for the purchase or possession of Tobacco Products shall engage in Tobacco Retailing.

(f) **SELF-SERVICE DISPLAYS PROHIBITED.** Tobacco Retailing by means of a Self-Service Display is prohibited.

(g) **FALSE AND MISLEADING ADVERTISING PROHIBITED.** A Tobacco Retailer or Proprietor without a valid Tobacco Retailer Permit, including, for example, a person who's Permit has been suspended or revoked:

(1) Shall keep all Tobacco Products out of public view. The public display of Tobacco Products or Tobacco Paraphernalia in violation of this provision shall constitute Tobacco Retailing without a Permit under Section 18.112; and

(2) Shall not display any advertisement relating to Tobacco Products or Tobacco Paraphernalia that promotes the sale or distribution of such products from the Tobacco Retailer's location or that could lead a reasonable consumer to believe that such products can be obtained at that location.

18.103. Limits on Eligibility For a Tobacco Retailer Permit.

No Permit may issue to authorize Tobacco Retailing at other than a fixed location. For example, Tobacco Retailing by Persons on foot or from vehicles is prohibited.

18.104. Application Procedure.

(a) Application for a Tobacco Retailer Permit shall be submitted in the name of each Proprietor proposing to conduct retail tobacco sales and shall be signed by each Proprietor or an authorized agent thereof.

It is the responsibility of each Proprietor to be informed regarding all laws applicable to Tobacco Retailing, including those laws affecting the issuance of a Tobacco Retailer Permit. No Proprietor may rely on the issuance of a Permit as a determination by the City that the Proprietor has complied with all laws applicable to Tobacco Retailing. A permit issued contrary to this Part, contrary to any other law, or on the basis of false or misleading information supplied by a Proprietor shall be revoked pursuant to Section 18.111 (d) of this Part. Nothing in this Part shall be construed to vest in any Person obtaining and maintaining a Tobacco Retailer Permit any status or right to act as a Tobacco Retailer in contravention of any provision of law.

All applications shall be submitted on a form supplied by the Department and shall contain the following information:

(1) The name, address, and telephone number of each Proprietor of the business seeking a Permit.

(2) The business name, address, and telephone number of the single fixed location for which a Permit is sought.

(3) A single name and mailing address authorized by each Proprietor to receive all communications and notices (the "Authorized Address") required by, authorized by, or convenient to the enforcement of this Part. If an Authorized Address is not supplied, each Proprietor shall be understood to consent to the provision of notice at the business address specified in subparagraph (2) above.

(4) Proof that the location for which a Tobacco Retailer permit is sought has been issued a valid state tobacco retailer permit by the California Board of Equalization.

(5) Whether or not any Proprietor or any agent of the Proprietor has admitted violating, or has been found to have violated, this Part and, if so, the dates and locations of all such violations within the previous five years.

(6) Such other information as the Department deems necessary for the administration or enforcement of this Part as specified on the application form required by this section.

(b) A Permitted Tobacco Retailer shall inform the Department in writing of any change in the information submitted on an application for a Tobacco Retailer Permit within ten (10) business days of a change.

(c) All information specified in an application pursuant to this section shall be subject to disclosure under the California Public Records Act (California Government Code section 6250 *et seq.*) or any other applicable law, subject to the laws' exemptions.

18.105 Issuance of Permit.

Upon the receipt of a complete application for a Tobacco Retailer Permit and the Permit fee required by this Part, the Department shall issue a Permit unless substantial evidence demonstrates that one or more of the following bases for denial exists:

(a) The information presented in the application is inaccurate or false. Intentionally supplying inaccurate or false information shall be a violation of this Part.

(b) The application seeks authorization for Tobacco Retailing at a location for which this Part prohibits issuance of Tobacco Retailer Permits. However, this subparagraph shall not constitute a basis for denial of a Permit if the applicant provides the City with documentation demonstrating by clear and convincing evidence that the applicant has acquired or is acquiring the location or business in an Arm's Length Transaction.

(c) The application seeks authorization for Tobacco Retailing for a Proprietor to whom this Part prohibits a Permit to be issued.

(d) The application seeks authorization for Tobacco Retailing that is prohibited pursuant to this Part (e.g., mobile vending)], that is unlawful pursuant to this Code including without limitation the zoning code, building code, and business license tax code, or that is unlawful pursuant to any other law.

18.106 Permit Renewal and Expiration.

(a) RENEWAL OF PERMIT. A Tobacco Retailer Permit is invalid if the appropriate fee has not been timely paid in full or if the term of the Permit has expired. The term of a Tobacco Retailer Permit is one year. Each Tobacco Retailer shall apply for the renewal of his or her Tobacco Retailer Permit and submit the permit fee no later than thirty (30) days prior to expiration of the term.

ORDINANCE NO. 2184

Page 9

(b) EXPIRATION OF PERMIT. A Tobacco Retailer Permit that is not timely renewed shall expire at the end of its term. To renew a Permit not timely renewed pursuant to subparagraph (a), the Proprietor must:

- (1) Submit the permit fee and application renewal form; and
- (2) Submit a signed affidavit affirming that the Proprietor:

(i) has not sold and will not sell any Tobacco Product or Tobacco Paraphernalia after the permit expiration date and before the permit is renewed; or

(ii) has waited the appropriate ineligibility period established for Tobacco Retailing without a Permit, as set forth in Section 18.112 (a) of this Part, before seeking renewal of the permit.

18.107 Permits Nontransferable.

(a) A Tobacco Retailer Permit may not be transferred from one Person to another or from one location to another. A new Tobacco Retailer Permit is required whenever a Tobacco Retailing location has a change in Proprietor(s).

(b) Notwithstanding any other provision of this Part, prior violations at a location shall continue to be counted against a location and permit ineligibility periods shall continue to apply to a location unless:

(1) the location has been fully transferred to a new Proprietor or fully transferred to entirely new Proprietors; and

(2) the new Proprietor(s) provide the City with clear and convincing evidence that the new Proprietor(s) have acquired or is acquiring the location in an Arm's Length Transaction.

18.108 Permit Conveys a Limited, Conditional Privilege.

Nothing in this Part shall be construed to grant any Person obtaining and maintaining a Tobacco Retailer Permit any status or right other than the limited conditional privilege to act as a Tobacco Retailer at the location in the City identified on the face of the Permit. For example, nothing in this Part shall be construed to render inapplicable, supercede, or apply in lieu of, any other provision of applicable law, including but not limited to, any provision of this Code including without limitation the zoning code, building codes, and business license tax code, or any condition or limitation on smoking in an enclosed place of employment pursuant to California Labor Code section 6404.5. For example, obtaining a Tobacco Retailer Permit does not make the

retailer a "retail or wholesale tobacco shop" for the purposes of California Labor Code section 6404.5.

18.109 Fee For Permit.

The initial fee to issue or to renew a Tobacco Retailer permit is hereby established at one hundred and twenty dollars (\$120.00). The fee shall be calculated so as to recover the cost of administration and enforcement of this Part, including, for example, issuing a Permit, administering the Permit program, retailer education, retailer inspection and compliance checks, documentation of violations, and prosecution of violators, but shall not exceed the cost of the regulatory program authorized by this Part. All fees and interest upon proceeds of fees shall be used exclusively to fund the program. Fees are nonrefundable except as may be required by law.

18.110 Compliance Monitoring.

(a) Compliance with this Part shall be monitored by the Finance Department. In addition, any peace officer may enforce the penal provisions of this Part. The City may designate any number of additional Persons to monitor compliance with this Part.

(b) The Department or other Person designated to enforce the provisions of this Part shall check the compliance of each Tobacco Retailer at least one (1) time per twelve (12) month period. The Department may check the compliance of new Permit and Tobacco Retailers previously found in violation of the licensing law more frequently. Nothing in this paragraph shall create a right of action in any Permittee or other Person against the City or its agents.

(c) Compliance checks shall be conducted so as to allow the Department to determine, at a minimum, if the Tobacco Retailer is conducting business in a manner that complies with laws regulating youth access to Tobacco. When the Department deems appropriate, the compliance checks shall determine compliance with other laws applicable to Tobacco Retailing.

(d) The City shall not enforce any law establishing a minimum age for Tobacco purchases or possession against a Person who otherwise might be in violation of such law because of the Person's age (hereinafter "Youth Decoy") if the potential violation occurs when:

(1) the Youth Decoy is participating in a compliance check supervised by a peace officer or a code enforcement official of the City of South Pasadena;

(2) the Youth Decoy is acting as an agent of a Person designated by the City to monitor compliance with this Part;

(3) the Youth Decoy is participating in a compliance check funded in part, either directly or indirectly through subcontracting, by the Los Angeles County Department of Health Departments and/or Pasadena Health Department; or

(4) the Youth Decoy has an immunity letter from the District Attorney's Office.

18.111 Suspension/Revocation of Permit.

(a) **SUSPENSION OF PERMIT FOR VIOLATION.** In addition to any other penalty authorized by law, a Tobacco Retailer Permit shall be suspended or revoked if any court of competent jurisdiction determines, or the Department finds based on a preponderance of the evidence, after the Permittee is afforded notice and an opportunity to be heard, that the Permit, or any of the Permittee's agents or employees, has violated any of the requirements, conditions, or prohibitions of this Part or has pleaded guilty, "no contest" or its equivalent, or admitted to a violation of any law designated in Section 18.102 above. A Tobacco Retailer or Proprietor whose Permit has been suspended is deemed not to have a valid Tobacco Retailer Permit during the suspension period for purposes of this Part.

(b) TOBACCO RETAILER PERMIT SUSPENSION/REVOCATION

(1) After suspension for a first violation of this Part at a location within any twelve-month (12) period, no Person may engage in Tobacco Retailing at the location until Fifteen (15) days have passed from the date of suspension.

(2) After suspension for a second violation of this Part at a location within any twenty-four (24) month, no Person may engage in Tobacco Retailing at the location until thirty (30) days have passed from the date of suspension.

(3) After suspension for a third violation of this Part at a location within any thirty-six (36) month period, no Person may engage in Tobacco Retailing at the location until ninety (90) days have passed from the date of suspension.

(4) After revocation for four or more violations of this Part at a location within any forty-eight (48) month period, no new Permit may issue for the location until one year (1) has passed from the date of revocation.

(c) **APPEAL OF SUSPENSION/REVOCATION.** A decision of the Department to suspend or revoke a permit is appealable to City Manager and/or his/her designee and must be filed with the City Clerk or within ten days of mailing of the Department's decision. If such an appeal is made, it shall stay enforcement of the appealed action. An

appeal to the City Manager or designee is not available for a suspension or revocation made pursuant to subsection (d) below.

(d) **REVOCAION OF PERMIT WRONGLY ISSUED.** A Tobacco Retailer Permit shall be revoked if the Department finds, after the Permit is afforded notice and an opportunity to be heard, that one or more of the bases for denial of a Permit under Section 18.105 existed at the time application was made or at any time before the Permit issued. The decision by the Department shall be the final decision of the City. Such a revocation shall be without prejudice to the filing of a new Permit application.

18.112 Tobacco Retailing Without a Permit.

(a) In addition to any other penalty authorized by law, if a court of competent jurisdiction determines, or the Department finds based on a preponderance of evidence, after notice and an opportunity to be heard, that any Person has engaged in Tobacco Retailing at a location without a valid Tobacco Retailer Permit, either directly or through the Person's agents or employees, the Person shall be ineligible to apply for, or to be issued, a Tobacco Retailing permit as follows:

(1) After a first violation of this section at a location within any sixty-month (60) period, no new permit may issue for the Person or the location (unless ownership of the business at the location has been transferred in an Arm's Length Transaction), until thirty (30) days have passed from the date of the violation.

(2) After a second violation of this section at a location within any sixty-month (60) period, no new permit may issue for the Person or the location (unless ownership of the business at the location has been transferred in an Arm's Length Transaction), until ninety (90) days have passed from the date of the violation.

(3) After of a third or subsequent violation of this section at a location within any sixty-month (60) period, no new permit may issue for the Person or the location (unless ownership of the business at the location has been transferred in an Arm's Length Transaction), until five (5) years have passed from the date of the violation.

(b) Tobacco Products and Tobacco Paraphernalia offered for sale or exchange in violation of this section are subject to seizure by the Department or any peace officer and shall be forfeited after the Permittee and any other owner of the Tobacco Products and Tobacco Paraphernalia seized is given reasonable notice and an opportunity to demonstrate that the Tobacco Products and Tobacco Paraphernalia were not offered for sale or exchange in violation of this Part. The decision by the Department may be appealed pursuant to the procedures set forth in Section 18.111(c). Forfeited Tobacco Products and Tobacco Paraphernalia shall be destroyed after all internal appeals have been exhausted and the time in which to seek judicial review pursuant to California Code

of Civil Procedure section 1094.6 or other applicable law has expired without the filing of a lawsuit or, if such a suit is filed, after judgment in that suit becomes final.

(c) For the purposes of the civil remedies provided in this Part:

(1) each day on which a Tobacco Product or Tobacco Paraphernalia is offered for sale in violation of this Part; or

(2) each individual retail Tobacco Product and each individual retail item of Tobacco Paraphernalia that is distributed, sold, or offered for sale in violation of this Part;

shall constitute a separate violation of this Part.

18.113 Enforcement.

(a) The remedies provided by this Part are cumulative and in addition to any other remedies available at law or in equity.

(b) Whenever evidence of a violation of this Part is obtained in any part through the participation of a Person under the age of eighteen (18) years old, such a Person shall not be required to appear or give testimony in any civil or administrative process brought to enforce this Part and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence presented.

(c) Violations of this Part are subject to a civil action brought by the City Prosecutor or the City Attorney, punishable by a civil fine not less than two hundred fifty dollars (\$250) and not exceeding one thousand dollars (\$1,000) per violation.

(d) Violations of this Part may, in the discretion of the City Prosecutor be prosecuted as infractions or misdemeanors when the interests of justice so require.

(e) Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Part shall also constitute a violation of this Part.

(f) Violations of this Part are hereby declared to be public nuisances.


(g) In addition to other remedies provided by this Part or by other law, any violation of this Part may be remedied by a civil action brought by the City Attorney, including, for example, administrative or judicial nuisance abatement proceedings, civil or criminal code enforcement proceedings, and suits for injunctive relief.

SECTION 3. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or

circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of South Pasadena hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

SECTION 4. This ordinance shall take effect thirty (30) days after its final passage and within (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

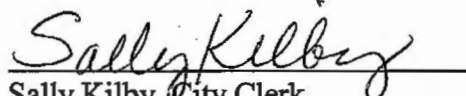
PASSED, APPROVED AND ADOPTED ON this 18th day of February, 2009.



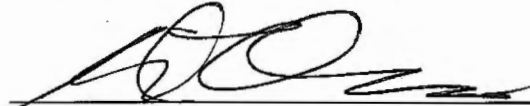
David Sifuentes, Mayor

ATTEST:

APPROVED AS TO FORM:



Sally Kilby, City Clerk



Richard L. Adams II, City Attorney

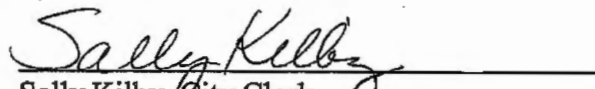
I HEREBY CERTIFY the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena at a regular meeting held on the 18th day of February, 2009, by the following vote:

AYES: Cacciotti, Putnam, Schneider, Ten and Mayor Sifuentes

NOES: None

ABSENT: None

ABSTAINED: Noe



Sally Kilby, City Clerk

ATTACHMENT 5

Not for Sale: The State Authority to End Cigarette Sales

NOT FOR SALE: STATE AUTHORITY TO END CIGARETTE SALES

Joelle Lester[†] & Mark Meaney^{††}

I.	INTRODUCTION.....	68
II.	GENERAL PREEMPTION PRINCIPLES	74
III.	TOBACCO CONTROL STATUTES	76
	A. <i>Family Smoking Prevention and Tobacco Control Act</i>	76
	1. <i>Tobacco Product Standards</i>	79
	2. <i>Eliminating Certain Tobacco Products</i>	83
	3. <i>Laws that Prohibit versus Laws that Restrict</i>	84
	B. <i>Federal Cigarette Labeling and Advertising Act</i>	87
IV.	OTHER FEDERAL LAWS.....	89
V.	ADDITIONAL PREEMPTION THREATS ON THE HORIZON.....	92
VI.	LOCAL AUTHORITY TO RESTRICT SALES IN MINNESOTA	93
VII.	CONCLUSION	96

I. INTRODUCTION

Cigarette smoking continues to be a public health problem of staggering dimensions, killing more than 480,000 Americans each year and leaving millions more to suffer from chronic disease.¹ Through multiple biochemical mechanisms, tobacco smoke damages every organ in the body and causes a wide array of devastating illnesses, including cardiovascular disease, multiple

[†] Joelle M. Lester is the Director of Tobacco Control Legal Consortium, a program of the Public Health Law Center.

^{††} Mark Meaney is the Lead Senior Staff Attorney for Technical Assistance at the Tobacco Control Legal Consortium, a program of the Public Health Law Center. The authors wish to thank Leslie Zellers and Maggie Mahoney for their research contributions and Michael Freiberg for his editorial assistance.

1. See *Health Effects of Cigarette Smoking*, CTRS. FOR DISEASE CONTROL & PREVENTION, https://www.cdc.gov/tobacco/data_statistics/fact_sheets/health_effects/effects_cig_smoking/index.htm [https://perma.cc/7NRE-GEAB] (last updated May 15, 2017).

forms of cancer, and reproductive issues.² Additionally, the economic impact of smoking is enormous, approaching \$300 billion annually.³ Smoking causes \$150 billion per year in lost productivity and at least \$130 billion per year in healthcare costs.⁴ While policy interventions such as smoke-free laws and cigarette taxes have reduced the prevalence of smoking, the risk of dying from cigarette smoking has increased over the last fifty years in the United States.⁵

One concern is the continuing problem of underage and young adult smoking. Each day 3,200 adolescents try smoking for the first time.⁶ An additional 2,100 adolescents will become daily smokers.⁷ While adolescent smoking rates declined from 1997-2003, the decline has subsequently slowed, stalling among certain sub-populations.⁸

Also alarming is the phenomenon of disproportionate tobacco-related health effects among minority subpopulations.⁹ While overall smoking rates have declined in recent years, health disparities related to tobacco use have increased.¹⁰ Racial and ethnic minorities, particularly African Americans and certain Native American populations, bear a disproportionate burden of tobacco-related disease.¹¹ For example, African American men have higher rates of

2. *See id.*

3. *See The Health Consequences of Smoking-50 Years of Progress: A Report of the Surgeon General*, U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES, <https://www.surgeongeneral.gov/library/reports/50-years-of-progress/fact-sheet.html> [https://perma.cc/M A7K-GHBT] (last visited June 21, 2018).

4. *See id.*

5. *See id.*

6. *See Youth and Tobacco Use*, CTRS. FOR DISEASE CONTROL & PREVENTION, https://www.cdc.gov/tobacco/data_statistics/fact_sheets/youth_data/tobacco_use/index.htm [https://perma.cc/3V2Y-2G5E] (last updated Sept. 20, 2017).

7. *See id.*

8. *See Cigarette Use Among High School Students-United States 1991-2009*, CTRS. FOR DISEASE CONTROL & PREVENTION, <https://www.cdc.gov/mmwr/preview/mmwrhtml/mm5926a1.htm> [https://perma.cc/3DQ9-9MNR] (last updated July 9, 2010) (noting that after declines from the late 1990s to 2003, current cigarette use remained stable from 2003--2009 among male students overall, white students overall, white male students, Hispanic female students, Hispanic male students, and eleventh and twelfth grade students).

9. *See Tobacco-Related Disparities*, CTRS. FOR DISEASE CONTROL & PREVENTION, <https://www.cdc.gov/tobacco/disparities/index.htm> [https://perma.cc/S38R-B3CK] (last updated Dec. 1, 2016).

10. *See id.*

11. *See Wendy Max et al., The Disproportionate Cost of Smoking for African Americans in California*, AM. J. PUB. HEALTH, Jan. 2010, at 152-58.

smoking-attributable lung cancer than any other group.¹² In addition, multiple studies have found that lesbian, gay, bisexual, and transgender (LGBT) individuals are 1.5 to 2.5 times more likely to smoke than their non-LGBT counterparts.¹³ Such statistics are especially disturbing given that racial and sexual minorities are generally less likely to access tobacco cessation treatments and health care services.¹⁴

Strikingly, this death and disease along with the associated economic costs are preventable. In fact, the U.S. Centers for Disease Control and Prevention has characterized the reduction of tobacco use as a public health priority, or "Winnable Battle." In other words, a significant progress can be made in a relatively short time, thus meriting continued investment in innovative policy interventions by national, state, and local governments.¹⁵ While the federal government has enacted legislation in recent years,¹⁶ most of the regulation of tobacco products occurs at the state and local levels.¹⁷ With congressional paralysis and recent executive actions,¹⁸ it seems likely that state and local governments will continue to drive most tobacco control policy.¹⁹

12. *See id.*

13. *See* TRUTH INITIATIVE ET AL., *ACHIEVING HEALTH EQUITY IN TOBACCO CONTROL* 1, 12 (2015), <https://truthinitiative.org/sites/default/files/Achieving%20Health%20Equity%20in%20Tobacco%20Control%20-%20Version%201.pdf> [https://perma.cc/9NYA-GDMR].

14. *See id.* at 5.

15. *See Winnable Battles*, CTRS. FOR DISEASE CONTROL & PREVENTION, <https://www.cdc.gov/winnablebattles/report/tobacco.html> [https://perma.cc/A9L-HH6B] (last updated Dec. 14, 2017).

16. *See id.*

17. *See, e.g.*, Family Smoking Prevention and Tobacco Control Act of 2009, Pub. L. No. 111-31, 123 Stat. 1776 (2009) (codified at 21 U.S.C. § 387a (2012)).

18. *See, e.g.*, Sam Schaust, *Plymouth Becomes Fourth MN City to Raise Tobacco Sales Age to 21*, TWIN CITIES BUS. (Nov. 30, 2017), <http://tcbmag.com/news/articles/2017/november/plymouth-becomes-fourth-mn-city-to-raise-tobacco-s> [https://perma.cc/GYF5-D8JL].

19. *See, e.g.*, Exec. Order No. 13,771, 82 Fed. Reg. 9,339 (Jan. 30, 2017) (establishing a federal policy requiring that two regulations be identified for elimination for each new regulation issued).

20. *See* Scott Gottlieb, *Remarks by Dr. Gottlieb on New Strategies for Tobacco Policy and Therapeutic Nicotine & Placement*, U.S. FOOD & DRUG ADMIN. (Dec. 12, 2017), <https://www.fda.gov/NewsEvents/Speeches/ucm588661.htm> [https://perma.cc/JV7U-LGC7].

Given the overwhelming evidence of harm to individual health caused by tobacco use, as well as the impact on health care costs and the economy, public health advocates are looking for additional policy interventions to further reduce the toll of disease and death from smoking.²¹ The biggest public health gains may be realized by focusing policy interventions on reducing access to the most harmful tobacco products.²²

Cigarettes are the most harmful tobacco product.²³ The 2014 Surgeon General's report, *The Health Consequences of Smoking-50 Years of Progress*,²⁴ includes two key conclusions related to combusted tobacco products, their role in the tobacco epidemic, and the potential for greater restrictions on the sale of these products on improving public health. First, "[t]he burden of death and disease from tobacco use in the United States is overwhelmingly caused by cigarettes and other combusted tobacco products; rapid elimination of their use will dramatically reduce this burden."²⁵ Second, "[n]ew 'end game' strategies have been proposed with the goal of eliminating tobacco smoking. Some of these strategies may prove useful for the United States, particularly reduction of the nicotine content of tobacco products and greater restrictions on sales (including bans on entire categories of tobacco products)."²⁶

Preventing youth from smoking is critical to reducing tobacco-related death and disease, given the vast majority of smokers start before the age of eight years,²⁷ and the lifetime risk of many tobacco-related diseases is linked to the duration of smoking.²⁸ Policies to

21. See, e.g., OFFICE OF THE SURGEON GEN., U.S. DEPT OF HEALTH & HUMAN SERVICES, *THE HEALTH CONSEQUENCES OF SMOKING 50 YEARS OF PROGRESS: A REPORT OF THE SURGEON GENERAL* (2014), <https://www.surgeongeneral.gov/library/reports/50-years-of-progress/full-report.pdf> [<https://perma.cc/XG-JSGC>]; *Institute for Global Tobacco Control*, JOHNS HOPKINS UNIV., <https://www.jhsph.edu/research/centers-and-institutes/institute-for-global-tobacco-control/in<lex.html> [<https://perma.cc/7BSB-CKT3>] (last visited June 21, 2018).

22. See, e.g., Gottlieb, *supra* note 20.

23. See Scott Gottlieb, & marks by Dr. Gottlieb, U.S. FOOD & DRUG ADMIN. July 28, 2017), <https://www.fda.gov/NewsEvents/Speeches/ucm569024.htm> [<https://perma.cc/D8Y6-ALGY>].

24. OFFICE OF THE SURGEON GEN., *supra* note 21.

25. *Id.* at 7.

26. *Id.* at 13.

27. See *Youth and Tobacco Use*, *supra* note 6.

28. See Niloofar Taghizadeh, *Lifetime Smoking History and Cause-Specific Mortality in a Cohort Study with 43 Years of Follow-Up*, PLOS (Apr. 7, 2016), <http://journals.plos.org/plosone/article?id=10.1371/journal.pone.0153310>

reduce youth access to tobacco products, especially cigarettes, may be one of the most effective means to decrease the long-term health effects of tobacco use.²⁹

There are many existing policy interventions from all levels of government focused on reducing youth access to tobacco products.³⁰ These efforts include establishing a minimum legal age to purchase tobacco products, restricting sales locations, increasing the minimum price, and confining the sale of certain product classes by location or type of retailer.³¹

To date, however, no jurisdiction in the United States has taken the next step and prohibited the sale of an entire class of tobacco products. This inaction is mainly due to the political challenges of adopting, implementing, and enforcing such a bold policy option.³² Any jurisdiction pursuing such bold sales restrictions on tobacco products will need to marshal significant community education and advocacy resources, conduct careful drafting to address the legal issues laid out in this Article, and should expect vocal opposition to their efforts.³³

A prohibition against the sale of the most harmful tobacco products would have the greatest potential for a significant public health impact.³⁴ This is due to the fact that cigarettes and other combustible tobacco products cause the vast majority of illness and

[<https://perma.cc/BJ5R-KT4P>].

29. See OFFICE OF THE SURGEON GEN., *supra* note 21.

30. See, e.g., Paula M. Lantz, *Youth Smoking Prevention Policy: Lessons Learned and Continuing Challenges*, NCBI (2004), <https://www.ncbi.nlm.nih.gov/books/NBK37608/> [<https://perma.cc/AGL5-7HDQ>].

31. See *id.*

32. See, e.g., Lisa Kroon, *Characterization of Public Opinion on the Ban of Tobacco Sales in San Francisco Pharmacies*, UCSF CTR. FOR TOBACCO CONTROL RES. & EDUC., <https://tobacco.ucsf.edu/research/characterization-public-opinion-ban-tobacco-sales-san-francisco-pharmacies> [<https://perma.cc/83V5-TS94>] (last visited June 21, 2018).

33. An example of the need for community education and outreach as well as vocal opposition to prohibiting the sale of all tobacco products can be found in the story of Westminister, Massachusetts. See Katharine Q. Seelye, *Massachusetts Town Votes to End Bid for Tobacco Ban*, N.Y. TIMES (Nov. 19, 2014), <https://www.nytimes.com/2014/11/20/us/westminster-votes-to-end-bid-for-tobacco-ban.html> [<https://perma.cc/3HKA-R4AB>].

34. See OFFICE OF THE SURGEON GEN., note 21, at 853 (citing ROBERT N. PROCTOR, *GOLDEN HOLOCAUST: ORIGINS OF THE CIGARETTE CATASTROPHE AND THE CASE FOR ABOLITION* 556 (2012)); then citing Richard A. Daynard, *Doing the Unthinkable (and Saving Millions of Lives)*, 18 TOBACCO CONTROL 1, 2-3 (2009).

death associated with tobacco products.³⁵ A less dramatic variation on this policy would be to prohibit the sale of all flavored tobacco products, including menthol flavored products.³⁶ This approach would address the youth appeal of flavors,³⁷ especially with regard to electronic cigarettes;³⁸ and the disproportionate harm that menthol cigarettes inflict on African Americans,³⁹ women, youth, and the LGBT community.⁴⁰ San Francisco, California, is moving in this direction: the Board of Supervisors for the city adopted a ban on the sale of flavored tobacco products that will be subject to a voter referendum in June 2018.⁴¹ Either approach could face a legal challenge, most likely under the theory that such a policy is preempted by federal law.⁴² However, we conclude that a well-drafted policy prohibiting the sale of a class of tobacco products would probably survive a federal preemption challenge in court.

This Article begins with an overview of general preemption principles.⁴³ The focus of this Article is on the scope, and limitations, of federal preemption of state and local tobacco control laws

35. See OFFICE OF THE SURGEON GEN., *supra* note 21, at 7.

36. See Family Smoking Prevention and Tobacco Control Act of 2009, Pub. L. No. 111-31, 123 Stat. 1799 (2009) (codified at 21 U.S.C. § 387g (2012)) (banning certain flavors from cigarettes).

37. See Charles Courtemanche et al., *Influence of the Flavored Cigarette Ban on Adolescent Tobacco Use*, 52 AM. J. OF PREVENTIVE MEDICINE 139 (2017).

38. See GINNA KOSTYGINA ET AL., UCSF CTR. FOR TOBACCO CONTROL RES. & EDUC., FDA SHOULD PROHIBIT FLAVORS IN ALL TOBACCO PRODUCTS IN THE CURRENT RULE MAKING (2014), <https://tobacco.ucsf.edu/sites/tobacco.ucsf.edu/files/u9/FDA-comment-deeming%20rule%20flavor%20comment%20June3AAA-ljy-8c-hl-vs81.pdf> [https://perma.cc/U74R-UQCD].

39. See LaTrisha Vetaw, *Why We Have to Curb the Targeting of Menthol Tobacco Products to African-Americans*, MINNPOST (Aug. 14, 2015), <https://www.minnpost.com/community-voices/2015/08/why-we-have-curb-targeting-menthol-tobacco-products-african-americans> [https://perma.cc/QH4A-FDPP].

40. See TOBACCO CONTROL LEGAL CONSORTIUM, CHICAGO'S REGULATION OF MENTHOL FLAVORED TOBACCO PRODUCTS: A CASE STUDY 1 (2016), <http://www.publichealthlawcenter.org/sites/default/files/resources/tclc-fs-Chicago-Regulation-of-Menthhol-Case-Study-Update-2016.pdf> [https://perma.cc/W9X8-2T6E].

41. See, e.g., Angelica LaVito, *San Francisco, Big Tobacco Set for a Showdown over Flavored Products*, CNBC (Sept. 6, 2017), <https://www.cnbc.com/2017/09/06/san-francisco-big-tobacco-set-for-a-showdown-over-flavored-products.html> [https://perma.cc/TN8S-47S4].

42. See, e.g., U.S. Smokeless Tobacco Mfg. Co. v. City of New York, 708 F.3d 428, 430 (2d Cir. 2013) (holding the local ordinance governing flavored tobacco products is not preempted by federal law).

43. See *infra* Part II.

through a review of existing federal law.⁴⁴ Specifically, the analysis reviews arguments for preemption that the tobacco industry is likely to use against state and local efforts to restrict or prohibit the sale of a class of tobacco products.⁴⁵ The analysis also surveys the federal case law to assess the relative strength of any arguments the tobacco industry may advance.⁴⁶ Next, this Article considers other federal laws and legislation that could add to the preemption threat.⁴⁷ Lastly, this Article considers some additional obstacles local governments may face when attempting to restrict the sale of tobacco products.⁴⁸

II. GENERAL PREEMPTION PRINCIPLES

Preemption is a legal principle in which a higher level of government can restrict or eliminate the authority of a lower level of government to regulate a certain issue.⁴⁹ Article VI of the U.S. Constitution provides that the laws of the United States "shall be the supreme Law of the Land."⁵⁰ Thus, federal law prevails if there is a conflict with a state or local law.⁵¹ Preempted laws have no force or effect.⁵² Because local control is so integral to tobacco control, the tobacco industry and its allies have long used preemptive strategies to thwart local smoke-free laws, youth access restrictions, tobacco retailer licensing systems, advertising and promotion regulations, and similar policies.⁵³

For decades, the strongest and most innovative tobacco control policies have emerged at the local level—often after long and hard-fought grassroots community efforts—before ultimately being adopted at the state or federal level.⁵⁴ These grassroots campaigns

44. See *infra* Part III.

45. See *id.*

46. See *id.*

47. See *infra* Parts IV, V.

48. See *infra* Part VI.

49. See *Cipollone v. Liggett Grp.*, 505 U.S. 504, 516 (1992) ("[I]t has been settled that state law that conflicts with federal law is 'without effect.'"); NAT'L POLICY AND LEGAL ANALYSIS NETWORK TO PREVENT CHILDHOOD OBESITY (NPLAN) & PUB. HEALTH LAW CTR., THE CONSEQUENCES OF PREEMPTION FOR PUBLIC HEALTH ADVOCACY, (2010), <http://www.publichealthlawcenter.org/sites/default/files/resources/nplan-fs-consequences-2010.pdf> [<https://perma.cc/FS9A-W62N>].

50. U.S. CONST. art. VI, cl. 2.

51. See *Cipollone*, 505 U.S. at 516.

52. See *id.*

53. See NPLAN & PUB. HEALTH LAW CTR., *supra* note 49, at 2-3.

54. See, e.g., Andrew Hyland et al., *Smoke-free Air Policies: Past, Present and Future*,

increase local awareness of tobacco control issues, build community readiness and support, and foster public debate about the need for policy change and healthy social norms." A preemptive state or federal law can invalidate many local tobacco control policies that represent years of efforts at the local level."⁶

When determining whether a federal law preempts a state or local law, courts examine a variety of factors, including the plain language of the law and Congressional intent.⁷ As the United States Supreme Court explained, "the purpose of Congress is the ultimate touchstone" in every pre-emption analysis."⁸

The Supreme Court has held that an analysis to determine the scope of federal preemption begins with "the assumption that the historic police powers of the States were not to be superseded by the Federal [law] unless that was the clear and manifest purpose of Congress."⁹ Indeed, this presumption against preemption is heightened when a state or locality seeks to exercise its police powers to protect the health and safety of its citizens, as is the case with laws restricting access to tobacco products.⁶

Analyzing the scope of a preemptive statute begins with the text of the law.⁶¹ When Congress includes a legislative provision explicitly addressing preemption, there is no need to infer congressional intent.⁶² With no explicit statement of preemptive intent, courts must consider the statute as a whole to determine whether Congress intended the federal law "to occupy the legislative field, or if there is an actual conflict between state and federal law."⁶³ "[I]f there is any ambiguity as to whether the local and federal laws can coexist, [a court] must uphold the ordinance."⁶⁴

TOBACCO CONTROL 154, 154-61 (2012).

55. See NPIAN & PUB. HEALTH LAW CTR., *supra* note 49.

56. See *id.*

57. See *id.* at 521.

58. *Id.* at 542 (quoting *Malone v. White Motor Corp.*, 435 U.S. 497, 504 (1978)).

59. *Rice v. Santa Fe Elevator Corp.*, 331 U.S. 218, 230 (1947).

60. See *Medtronic, Inc. v. Lohr*, 518 U.S. 470, 485 (1996).

61. See *Cipollone v. Liggett Grp.*, 505 U.S. 504, 517 (1992).

62. See *id.*

63. *Altria Grp., Inc. v. Good*, 555 U.S. 70, 76-77 (2008).

64. *U.S. Smokeless Tobacco Mfg. Co. v. City of New York*, 708 F.3d 428, 433 (2d Cir. 2013) (citing *Bates v. Dow Agrosciences LLC*, 544 U.S. 431, 449 (2005)); *N.Y. St. Rest. Ass'n v. N.Y. City Bd. of Health*, 556 F.3d 114, 123 (2d Cir. 2009)).

Similar principles apply with respect to state preemption of local laws, although in some states there may be different presumptions based on the type of locality involved or how the state delegates policy power authority.⁶⁵ This Article will not review the scope of local authority, which varies significantly from state to state. It will also not consider state preemption of local tobacco control laws. Instead, the focus is whether federal law preempts state or local governments from prohibiting the sale of classes of tobacco products.

III. TOBACCO CONTROL STATUTES

The Family Smoking Prevention and Tobacco Control Act (Tobacco Control Act)⁶⁶ and the Federal Cigarette Labeling and Advertising Act⁶⁷ are the two main federal tobacco laws relevant to this Article's analysis. Understanding the reach of each of these federal statutes is an essential starting point for determining the scope of state and local regulatory authority.

A. *Family Smoking Prevention and Tobacco Control Act*

The Tobacco Control Act provides the primary federal regulatory system for tobacco products.⁶⁸ It explicitly delineates the regulatory roles of federal, state, and local governments.⁶⁹ The Tobacco Control Act contains requirements related to the distribution, manufacturing, and marketing of tobacco products.⁷⁰ Some of the restrictions include requiring the buyer to show identification prior to the sale of tobacco products,⁷¹ limiting tobacco sponsorship of events,⁷² prohibiting the use of flavors other

65. See, e.g., *Mangold Midwest Co. v. Richfield*, 274 Minn. 347, 356, 143 N.W.2d 813, 819 (1966) ("[A] state law may fully occupy a particular field of legislation so that there is no room for local regulation).

66. Family Smoking Prevention and Tobacco Control Act of 2009, Pub. L. No. 111-31, 123 Stat. 1776 (2009) (codified as amended in scattered sections of 21 U.S.C. § 387 (2012)).

67. Federal Cigarette Labeling and Advertising Act of 1965, Pub. L. No. 89-92, 79 Stat. 282 (1965) (codified as amended at 15 U.S.C. §§ 1331-1340 (2012)).

68. See 21 U.S.C. § 387 (2012).

69. *Id.* §§ 387c, e, f-1, h, p.

70. *Id.* § 387.

71. *Id.* § 387e(e).

72. *Id.* § 387a-1.

than menthol or tobacco in cigarettes,⁷³ and requiring larger and more graphic warning labels.⁷⁴ The law also grants the United States Food and Drug Administration (FDA) authority to regulate tobacco products, including the power to set product standards, such as tar and nicotine levels, as deemed appropriate to protect the public health.⁷⁵

However, the FDA's power is not limitless. The law's tobacco product standards section notes that the FDA is prohibited from banning certain classes of tobacco products, such as all cigarettes; all smokeless tobacco products; all cigars, excepting little cigars; all pipe tobacco; and all roll-your-own tobacco products.⁷⁶ Furthermore, the **FDA** may neither prohibit face-to-face sales of any tobacco products in a specific category of retail outlets nor establish a minimum age over eighteen for the sale of these products.⁷⁷

Although the FDA's authority may be limited in some respects, state and local governments do not have the same restrictions. The Tobacco Control Act contains a specific section relating to the authority of state and local governments,⁷⁸ which is divided into three provisions: the preservation clause,⁷⁹ a preemption provision,⁸⁰ and a saving clause.⁸¹

The preservation clause explicitly preserves state and local authority for laws and regulations that are "in addition to, or more stringent than, requirements under this subchapter."⁸² Examples include laws and regulations "*relating to or prohibiting the sale, distribution, possession, exposure to, access to, advertising and promotion of, or use of tobacco products by individuals of any age, information reporting to the State, or measures relating to fire safety standards for tobacco products.*"⁸³ The preemption provision reserves power to the federal government for state and local requirements "relating to tobacco product standards, premarket

73. *Id.* § 387g(a) (1) (A).

74. *Id.* § 387c(a); Federal Food, Drug, and Cosmetics Act, 21 U.S.C. § 301 (2012).

75. 21 U.S.C. § 387g (2012).

76. *Id.*

77. *Id.* § 387f(d) (3) (A).

78. *Id.* § 387p(a).

79. *Id.* § 387p(a)(1).

80. *Id.* § 387p(a)(2).

81. *Id.* § 387p(a)(2)(B).

82. *Id.* § 387p(a)(1).

83. *Id.* § 387p(a) (1) (emphasis added).

review, adulteration, misbranding, labeling, registration, good manufacturing standards, or modified risk tobacco products.⁸⁴ Lastly, the saving clause explicitly allows state and local governments to establish requirements "relating to the sale, distribution, possession, information reporting to the State, exposure to, access to, the advertising and promotion of, or use of, tobacco products by individuals of any age, or relating to fire safety standards for tobacco products."⁸⁵ Collectively, these three provisions of the Tobacco Control Act give state and local governments broad authority to enact a wide range of tobacco product sales restrictions, including prohibiting the sale of a class of tobacco products.⁸⁶

The tobacco industry is likely to use three main arguments to support its assertion that the Tobacco Control Act preempts a state or local law prohibiting the sale of a class of tobacco products. First, banning a class of tobacco products "constitutes a 'tobacco product standard,' authority expressly reserved to the FDA."⁸⁷ Second, states and local governments cannot ban classes of tobacco products with sales regulations because the FDA is prohibited from banning classes of products.⁸⁸ Third, even if states and local governments have the power to *restrict* the sale of a certain class of tobacco products, they are barred from completely *prohibiting* the sale of such products.⁸⁹

Based on two recent court decisions upholding local laws that restrict the sale of flavored tobacco products,⁹⁰ the first two arguments can be overcome with little difficulty. Both cases support the conclusion that a state or local government sales restriction prohibiting the sale of a class of tobacco products is *not* a regulation of "tobacco product standards" under the Tobacco Control Act.⁹¹

84. *Id.* § 387p(a)(2)(A).

85. *Id.* § 387p(a)(2)(B) (emphasis added).

86. This issue was also discussed in two law review articles by Michael Freiberg. See Michael Freiberg, *The Minty Taste of Death: State and Local Options to Regulate Menthol in Tobacco Products*, 64 CATH. U. L. REV. 949 (2015); see also Michael Freiberg, *Options for State and Local Governments to Regulate Non-Cigarette Tobacco Products*, 21 ANNALSHEALTHL. 407 (2012).

87. Joelle M. Lester & Stacey Younger Gagosian, *Finished With Menthol: An Evidence-Based Policy Option That Will Save Lives*, 45 J. L. MED. & ETHICS 41, 43 (2017).

88. *See id.*

89. *See id.*

90. *U.S. Smokeless Tobacco Mfg. Co. v. City of New York*, 708 F.3d 428, 428 (2d Cir. 2013); *Nat'l Ass'n of Tobacco Outlets v. City of Providence*, C.A. No. 12-96-ML, 2012 vVL 6128707, at *13 (D.R.I. Dec. 10, 2012).

91. *See U.S. Smokeless Tobacco*, 708 F.3d at 428; *Nat'l Ass'n of Tobacco Outlets*, 2012

The third argument will be the most challenging. Nevertheless, there is a strong argument that the Tobacco Control Act allows a state or local law to completely prohibit the sale of a class of tobacco products.

1. *Tobacco Product Standards*

In *U.S. Smokeless Tobacco Manufacturing Co. v. City of New York*, the United States Court of Appeals for the Second Circuit found that the Tobacco Control Act does not preempt New York City's ordinance prohibiting the sale of any flavored, non-cigarette tobacco product (except in tobacco bars).⁹² The court reasoned that the ordinance regulated the sale of a finished product rather than establishing a product standard.⁹³ The ordinance governed tobacco products based only on their characteristics as an end product,⁹⁴ not on whether the product was manufactured in a particular way or with particular ingredients.⁹⁵ The court of appeals further found that even if the ordinance was construed as establishing a tobacco product standard under the Tobacco Control Act, "it would not be preempted, because it also falls within that section's saving clause. The saving clause excepts from preemption local laws that establish 'requirements relating to the sale ... of ... tobacco products.'"⁹⁶ The district court opinion in this case also stated that the tobacco companies' "theory-that a sales ban amounts to a manufacturing standard-is specious. How a thing is made and whether and where it can be sold are entirely different issues, in theory and as a matter of fact."⁹⁷

Similarly, in *National Ass'n of Tobacco Outlets v. City of Providence*,⁹⁸ a Rhode Island federal district court upheld the Providence ordinance prohibiting the sale of flavored non-cigarette tobacco products (except in smoking bars).⁹⁹ The court held that the Tobacco Control Act's preemption provision "relates to tobacco

WL 6128707, at *13.

92. See 708 F.3d 428,428.

93. See *id.*

94. N.Y.C., N.Y., AOMIN. CODE § 17-715 (2013).

95. *U.S. Smokeless Tobacco*, 708 F.3d at 434-35.

96. *Id.* at 435.

97. *U.S. Smokeless Tobacco Mfg. Co. v. City of New York*, No. 09 Civ. 10511(CM), 2011 WL 5569431, at *5 (S.D.N.Y. Nov. 15, 2011).

98. See No. 12-96--ML, 2012 vVL 6128707, at *1 (D.R.I. Dec. 10, 2012).

99. See *id.*

product standards, not the sale and/or distribution of tobacco products."¹⁰⁰ The court also noted that the additional saving clause of the Tobacco Control Act "reaffirms that state or local regulations related to the sale and/or distribution of tobacco products are not preempted" by the Tobacco Control Act.¹⁰¹ On appeal, the First Circuit Court of Appeals ultimately ruled that neither federal nor state law preempted the ordinance.¹⁰²

Both the New York City and Providence decisions support the conclusion that restricting, and even prohibiting, the sale of tobacco products does not implicate tobacco product standards and therefore should not be preempted by the Tobacco Control Act. The tobacco industry, however, is likely to rely on a recent Supreme Court case to assert that a sales prohibition is an impermissible evasion of the Tobacco Control Act's preemption provisions. Even so, the facts in that case are distinguishable from the question at hand.

In *National Meat Association v. Harris*,¹⁰¹ the Supreme Court held the Federal Meat Inspection Act ("FMIA")¹⁰⁴ expressly preempted a California law prohibiting slaughterhouses from buying or selling meat from a "nonambulatory" animal.¹⁰⁵ The FMIA contains a broad preemption clause prohibiting states from imposing any "additional or different—even if non-conflicting—requirements that fall within the scope of the Act and concern a slaughterhouse's facilities or operations."¹⁰⁶ The Court found that the California law was preempted because it imposed "additional or different requirements on swine slaughterhouses" "at every turn."¹⁰⁷

The tobacco industry relied on *National Meat Association in U.S. Smokeless Tobacco*. There, the Second Circuit distinguished *National Meat Association* by stating that "to constitute a product standard subject to preemption, a local sales regulation must be 'something more than an incentive or motivator,' it must require manufacturers

100. *Id.* at *13.

101. *See id.*

102. *Nat'l Ass'n of Tobacco Outlets, Inc. v. City of Providence*, 731 F.3d 71, 85 (1st Cir. 2013).

103. 565 U.S. 452 (2012).

104. Federal Meat Inspection Act, 21 U.S.C. § 601 (2012).

105. *Nat'l Meat Ass'n*, 565 U.S. at 468. A "nonambulatory" animal is unable to walk on its own. *Id.* at 457.

106. 21 U.S.C. § 678 (2012); *Nat'l Meat Ass'n*, 565 U.S. at 459-60.

107. *National Meat Ass'n*, 565 U.S. at 460.

to alter 'the construction, components, ingredients, additives, constituents ... and properties' of their products."¹⁰⁸ In contrast, the New York City ordinance restricting the sale of flavored tobacco products regulated only the sale of finished products based on characteristics such as flavor.¹⁰⁹ The court further distinguished the *National Meat Association* decision:

The City's regulation is therefore easily distinguishable from the California statute invalidated as a manufacturing standard in *National Meat Association*. That law expressly prohibited the sale of meat that was not produced in accordance with specific rules to be applied at the slaughterhouse with respect to the kinds of animals that were, according to the state, fit for butchering-rules that were in conflict with more forgiving federal standards. To be sold in the state, meat would have to be processed in a particular way. The ordinance at issue here does not concern itself with the mode of manufacturing, or with the ingredients that may be included in tobacco products. Rather, it prohibits the sale of a recognized category of tobacco products, characterized by their flavor and marketed as a distinct product. Plaintiffs' effort to characterize the ordinance as a manufacturing standard is tantamount to describing a ban on cigarettes as a manufacturing standard mandating that cigars be manufactured in minimum sizes and with tobacco-leaf rather than paper wrap pins.¹¹⁰

Despite this holding, tobacco companies will likely argue that the *National Meat Association* decision supports their view—a state or local tobacco sales restriction is merely a way to undermine the Tobacco Control Act's preemption provision. As the Court noted in *National Meat Association*: "[I]f the sales ban were to avoid the FMIA's preemption clause, then any State could impose any regulation on slaughterhouses just by framing it as a ban on the sale of meat produced in whatever way the State disapproved. That would make a mockery of the FMIA's preemption provision."¹¹¹

However, the *National Meat Association* decision is distinguishable from a regulation of a class of tobacco products for

108. U.S. Smokeless Tobacco Mfg. Co. v. City of New York, 708 F.3d 428, 434 (2d Cir. 2013) (internal citations omitted).

109. See *id.*

110. *Id.* at 435 n.2 (citation omitted).

111. *National Meat Ass'n*, 565 U.S. at 464.

several reasons. Foremost, the FMIA's preemption provision prohibits the imposition of an "additional or different requirement," which is a far broader restriction than the language of the Tobacco Control Act.¹¹² In contrast, the Tobacco Control Act's preservation clause explicitly allows for state or local laws that are "in addition to, or more stringent than, requirements under this subchapter," including laws and regulations "relating to or prohibiting the sale" of tobacco products.^m While the preemption provision in 21 U.S.C. § 387p(a) (2) (A) limits this clause, a prohibition on the sale of a type of tobacco product should not be considered a tobacco product standard. Further, the Tobacco Control Act contains the additional saving clause that explicitly allows state and local requirements "relating to the sale" of tobacco products.¹¹⁴

In sum, the decisions in *U.S. Smokeless Tobacco* and *National Meat Ass'n* support the argument that a state or local law prohibiting the sale of a class of tobacco products should not be deemed a "tobacco product standard" preempted by the Tobacco Control Act. Rather, like the flavored tobacco ordinances in New York and Providence, such a law regulates the sale of a particular *type* of tobacco product, rather than the manner in which the product is manufactured. To make it more likely that courts will reach this conclusion, laws regulating a class of tobacco products should prohibit only the products' end sale rather than specifying how such products are created.

While the New York City and Providence decisions are not binding outside of their federal circuits, they serve as persuasive authority to other courts ruling on related issues.¹¹⁵

112. 21 U.S.C. § 678 (2012).

113. *Id.* § 387p(a)(1).

114. *Id.* § 387p(a)(2)(B).

115. Although the courts in *U.S. Smokeless Tobacco* and *National Association of Tobacco Outlets* were unpersuaded by the tobacco companies' preemption arguments, these arguments are likely to recur if a state or local government restricts the sale of a class of tobacco products. These arguments include:

- (1) Preemption of tobacco product standards in the Tobacco Control Act is designed to create uniformity. Brief & Special Appendix of Plaintiffs-Appellants at 1, *U.S. Smokeless Tobacco Mfg. Co.*, 708 F.3d 428 (2d Cir. 2013) (No. 11-5167-cv). Characterizing an ordinance as a sales ban is just a way to undermine this uniformity and a clever drafting technique to hide the regulation of tobacco product standards. *Id.* at 2-3.
- (2) The distinction between sales and manufacturing is inconsistent with the language and structure of the Tobacco Control Act. *Id.* at 19.

2. *Eliminating Certain Tobacco Products*

The industry will likely raise a second argument to challenge a state or local sales prohibition: the Tobacco Control Act provision prohibiting the FDA from eliminating the sale of certain tobacco products also applies to state and local governments attempting to do the same.

As noted above, the Tobacco Control Act explicitly prohibits the **FDA** from "banning all cigarettes, all smokeless tobacco products, all little cigars, all cigars other than little cigars, all pipe tobacco, or all roll-your-own tobacco products."¹¹⁶ Furthermore, one of the Tobacco Control Act's stated purposes is "to continue to permit the sale of tobacco products to adults in conjunction with measures to ensure that they are not sold or accessible to underage purchasers."¹¹⁷

In *U.S. Smokeless Tobacco*, tobacco companies claimed that under the Tobacco Control Act "local governments 'may not make it impossible or impracticable for adults to purchase tobacco products whose contents comply with the federal standards.'"¹¹⁸ They further argued that such action "would undermine another express purpose of the Act—namely, 'to continue to permit the sale of tobacco products to adults.'"¹¹⁹ The Second Circuit disagreed, finding that while the Tobacco Control Act prohibits an FDA ban against entire categories of tobacco products, the law "nowhere extend[ed] that prohibition to state and local governments."¹²⁰ The court noted instead that the preservation clause of the Tobacco Control Act:

expressly *preserves* localities' traditional power to adopt any "measure relating to or prohibiting the sale" of tobacco products. That authority is limited only to the extent that a state or local regulation contravenes one of the specific

(3) Under the saving clause, state and local governments may regulate when, where, how, and to whom tobacco products may be sold, but they may not make it impossible or impracticable for adults to purchase tobacco products whose contents comply with the federal standards. *Id.* at 37.

116. 21 U.S.C. § 387g(d) (3) (A).

117. Family Smoking Prevention and Tobacco Control and Federal Retirement Reform, Pub. L. No. 111-31, § 3(7), 123 Stat. 1776, 1782 (2009).

118. *U.S. Smokeless Tobacco Mfg. Co.*, 708 F.3d 428 at 433 (2d Cir. 2013) (citing Brief & Special Appendix of Plaintiffs-Appellants at 37).

119. Brief and Special Appendix of Plaintiffs-Appellants at 27, *U.S. Smokeless Tobacco Mfg. Co.*, 708 F.3d 428 (2d Cir. 2013) (No. 11-5167--cv) (citing 21 U.S.C. § 387 (2009)).

120. *U.S. Smokeless Tobacco*, 708 F.3d at 433.

prohibitions of the preemption clause. The only prohibition relevant here forbids local governments to impose "any requirement ... relating to tobacco product standards." Even then, pursuant to the saving clause, local laws that would otherwise fall within the preemption clause are exempted if they constitute "requirements relating to the sale ... of ... tobacco products." In other words, [the preservation clause] . . . reserves regulation at the manufacturing stage exclusively to the federal government, but allows states and localities to continue to regulate sales and other consumer-related aspects of the industry in the absence of conflicting federal regulation.¹²¹

Similarly, the district court in *U.S. Smokeless Tobacco* held that because the preemption clause is "silent regarding sales prohibitions, it seems far more likely that prohibitions are preserved and never preempted, and therefore need never be saved."¹²² Based on the decision in *U.S. Smokeless Tobacco* and the language of the Tobacco Control Act, while the FDA is statutorily barred from banning a class of tobacco products, the limitation likely does not extend to a state or local government prohibiting the sale of cigarettes or flavored tobacco products.

3. Laws that Prohibit versus Laws that Restrict

If a court holds that a tobacco product prohibition is a restriction on the *sale* of tobacco products rather than a regulation of their *standards*, tobacco companies will still likely assert that a complete prohibition on a class of tobacco products is preempted. This distinction arises because the preservation clause of the Tobacco Control Act applies to laws and regulations "relating to or prohibiting the sale" of tobacco products.¹²¹ However, the saving clause refers only to laws "relating to the sale" of tobacco products—the word "prohibiting" is not used again.¹²⁴

The tobacco industry raised this argument in *U.S. Smokeless Tobacco*, but the appellate court did not resolve the issue for purposes

121. *Id.* at 433-34 (citations omitted) (citing 21 U.S.C. §§ 387p(a)(1), p(a)(2)(A)-(B) (2009)).

122. *U.S. Smokeless Tobacco Mfg. Co. v. City of New York*, No. 09 Civ. 10511 (CM), 2011 WL 5569431, at *7 (S.D.N.Y. Nov. 15, 2011).

123. 21 U.S.C. § 387p(a) (1) (2012).

124. *Id.* § 387p(a)(2)(B).

of its decision.¹²⁵ This is in part because the New York City ordinance allows the sale of flavored tobacco products in "a tobacco bar."¹²⁶ At the time of the lawsuit, there were only eight tobacco bars in New York City, none of which sold flavored smokeless tobacco products.¹²⁷ Tobacco companies claimed that the ordinance constituted an "outright ban on the sale of flavored tobacco products"¹²⁸ and could not be rescued by the Tobacco Control Act's saving clause.

The appellate court refused to consider whether the tobacco companies' interpretation of the saving clause was correct, stating that "[w]hile the sales restriction imposed by the City's ordinance is severe, it does not constitute a complete ban, as it permits the limited sale of flavored tobacco products within New York City."¹²⁹ Further, the tobacco bar owners made a commercial decision not to sell flavored tobacco on their own.¹³⁰

However, the appellate court also stated that the flavored tobacco ordinance "regulates a niche product, not a broad category of products such as cigarettes or smokeless tobacco, and it allows that product to be sold within New York City, although to a limited extent."¹³¹ The court thus found New York City's ordinance advances the Tobacco Control Act's goal of reducing the use of harmful tobacco products, especially among young people, without impeding Congress' competing goal of keeping tobacco products generally available to adults.¹³²

The district court's decision to deny the tobacco companies' request for a preliminary injunction presents a more favorable analysis. The Southern District of New York held that the preservation clause "plainly contemplates local regulations restricting and/or banning the sale of subclasses of tobacco products (such as flavored tobacco products)-it explicitly refers broadly to all 'tobacco products.'"¹³³ The court found that the preservation

125. *U.S. Smokeless Tobacco*, 708 F.3d at 435.

126. See N.Y.C., N.Y., A.O.M.I.N. CODE § 17-715 (2013).

127. *U.S. Smokeless Tobacco*, 708 F.3d at 432.

128. *Id.* at 435.

129. *U.S. Smokeless Tobacco*, 708 F.3d at 435-36 (internal citation omitted).

130. *Id.* at 436 n.3.

131. *Id.* at 436; see also Freiberg, *The Minty Taste of Death*, *supra* note 86 (noting courts distinguish niche product regulation from category-wide regulation).

132. *U.S. Smokeless Tobacco*, 708 F.3d at 436.

133. *U.S. Smokeless Tobacco Mfg. Co. v. City of New York*, 703 F. Supp. 2d 329, 343-44 (S.D.N.Y. 2010) (internal citation omitted).

clause barred any interpretation of the Act's provisions "as preventing a city from 'prohibiting' (or otherwise restricting) the 'sale' of tobacco products."¹³⁴

This distinction between laws "relating to" tobacco products and laws "relating to or prohibiting" the sale of tobacco products is likely to be raised again if jurisdictions prohibit the sale of a class of tobacco products.¹³⁵ In response, the jurisdiction can assert that

134. *Id.* at 344 (internal citation omitted).

135. In appealing the district court's decision, the parties each provided their own interpretation of the language of the saving clause. These arguments may be instructive in a future case. For example, the tobacco companies made the following arguments:

- (1) A saving clause should not be interpreted broadly. *See Geier v. Am. Honda Motor Co.*, 529 U.S. 861, 870 (2000) (stating courts may *not* "give broad effect to saving clauses where doing so would upset the careful regulatory scheme established by federal law"); Brief and Special Appendix of Plaintiffs-Appellants at 25, *U.S. Smokeless Tobacco*, 780 F.3d 428 (No. 11-5167-cv).
- (2) The saving clause makes clear that state or local requirements "relating to," but *not prohibiting*, sales of tobacco products are saved. The saving clause thus comes into play where a state or locality establishes a requirement that does not prohibit altogether the sale of a tobacco product complying with federal standards, but merely regulates where, when, or to whom such products may be sold. Reply Brief and Addendum of Plaintiffs-Appellants at 3-5, *U.S. Smokeless Tobacco*, 780 F.3d 428 (No. 11-5167-cv), 2012 WL 2953441, at *3--5.
- (3) "[U]nder noscitur a sociis [a rule of statutory construction under which the questionable meaning of a doubtful word can be derived from its association with other words], the word 'sale' should be construed consistently with the rest of the series to refer to where, when, and to whom finished tobacco products may be sold, not whether they may be sold at all." *Id.* at 19.

In contrast, the City of New York dissected the language of the saving clause and argued that Congress intended the phrase "related to" to include a prohibition on the sale thereof. Appellee's Brief at 28, *U.S. Smokeless Tobacco*, 780 F.3d 428 (No. 11-5167-cv), 2012 WL 2366520, at *28. The city further argued that:

- (1) Failing to give meaning to the word "prohibiting" in the preservation clause would violate the canons of statutory construction to give effect to every clause and word of a statute. *Id.* at 25--26.
- (2) The entire preemption clause relates to tobacco product standards and the saving clause specifies the exceptions to the preemption clause. *See id.* at 26--27. Thus, the exceptions in the saving clause relate only to tobacco product standards. *Id.* Any law that does not relate to tobacco product standards is not preempted to begin with and is expressly authorized by the preservation clause. *Id.*
- (3) Congress understood that a "requirement relating to the sale" of tobacco

there is a general presumption against preemption, particularly if the police powers to protect health and safety are implicated.¹³⁶ The state or locality can also avail itself to the sweeping Tobacco Control Act provision that explicitly preserves state and local governments' authority to regulate tobacco sales.¹³⁷ Although the Tobacco Control Act provides some limits on the FDA's authority, this limitation does not extend to state or local governments.

Finally, state or local governments could parse both the structure and wording of the preservation and saving clauses to argue that the saving clause refers only to tobacco product *standards*, whereas the preservation clause applies more broadly to any state or local law "relating to or prohibiting the *sale*' of tobacco products.¹³⁸ Under this reading, state or local laws prohibiting the sale of a type of tobacco product are not preempted because they do not relate to tobacco product standards, and the laws are expressly authorized by the preservation clause.

B. *Federal Cigarette Labeling and Advertising Act*

The second key federal law that relates to tobacco control is the Federal Cigarette Labeling and Advertising Act (FCLAA), which requires warning labels on tobacco products and advertising.¹³⁹ The FCLAA should not present a barrier to a state or local law prohibiting the sale of cigarettes or flavored tobacco products. The law, however, contains a preemption provision that historically has been problematic for certain state and local activities, and therefore, it

products could potentially include a total ban. As evidence of this, the city points to the limitations on FDA authority (e.g., that the FDA may not prohibit the sale of tobacco products in face-to-face transactions in a specific category of retail outlet). 21 U.S.C.A. 387f(d); *id.* at 35.

- (4) These limitations on FDA authority demonstrate that "Congress considered and understood the ramifications of unqualified authority to restrict the sale and distribution of tobacco products, yet intentionally chose not to limit the powers of states and localities in those very same areas." *Id.*

136. *See* *Medtronic, Inc. v. Lohr*, 518 U.S. 470, 475, 485 (1996) ("In all preemption cases ... we 'start with the assumption that the historic police powers of the States were not to be superseded by the Federal Act unless that was the clear and manifest purpose of Congress.'" (internal quotations and citations omitted)).

137. 21 U.S.C. § 387p(a) (1) (2012).

138. *Id.* § 387p(a) (1) (emphasis added).

139. *See* Federal Cigarette Labeling and Advertising Act of 1965, Pub. L. No. 89-92, § 4, 79 Stat. 282,283 (codified as amended at 15 U.S.C. § 1331-41 (2012)).

warrants a review of potential legal implications.¹⁴⁰ While the FCLAA regulates the advertising and marketing of tobacco products, it is relevant in this context because the tobacco industry could argue that a sales prohibition is a de facto restriction on its ability to market its products. Thus far, courts have consistently distinguished allowable sales restrictions from preempted advertising and marketing restrictions.¹⁴¹

The FCLAA's preemption language, which was amended by the Tobacco Control Act, prohibits state and local governments from imposing any "requirement or prohibition based on smoking and health ... with respect to the advertising or promotion of any cigarettes the packages of which are labeled in conformity with the provisions of [the] chapter."¹⁴² But in 2009, after the passage in Tobacco Control Act, the restrictions were amended to allow state and local governments to impose "specific bans or restrictions on the time, place, and manner, but not the content, of the advertising or promotion of any cigarettes."¹⁴¹

The amended preemption provision of the FCLAA¹⁴⁴ was analyzed in two recent cases. While the decisions reinforce the distinction between advertising and marketing restrictions versus sales restrictions, the industry may still argue that a sales restriction impacts its promotional activities.

In *23-34 94th St. Grocery Corp. v. New York City Board of Health*,¹⁴⁵ the court found that New York City's resolution that requires graphic images at the point of sale to show the adverse effects of smoking was "preempted by the Labeling Act because it is a requirement 'with respect to the advertising or promotion' of cigarettes."¹⁴⁶ Due to the narrow scope of this decision, which reviewed local warning

140. See 15 U.S.C. § 1334. See generally TOBACCO CONTROL LEGAL CONSORTIUM, PREEMPTION: THE BIGGEST CHALLENGE TO TOBACCO CONTROL, <http://www.publichealthlawcenter.org/sites/default/files/resources/tlc-fs-preemption-tobacco-control-challenge-2014.pdf> [<https://perma.cc/EQA5-1:0GN>] (last visited June 21, 2018).

141. See, e.g., *23-34 94th St. Grocery Corp. v. N.Y.C. Bd. of Health*, 685 F.3d 174 (2d Cir. 2012) (distinguishing advertising and marketing restrictions versus sales restrictions).

142. 15 U.S.C. § 1334(b).

143. *Id.* § 1334(c).

144. *Id.*

145. 685 F.3d 174 (2d Cir. 2012).

146. *Id.* at 182.

requirements in light of the federal warning requirements, it seems unlikely to pose a barrier.

*National Association of Tobacco Outlets v. City of Providence*⁴⁷ involved a Providence ordinance that prohibited the redemption of tobacco coupons and multi-pack discounts.¹⁴⁸ The federal district court in Rhode Island found that Providence's pricing ordinance was not preempted by FCLAA because it regulates the "time, place, and manner" of how cigarettes may be purchased in the City of Providence, rather than controlling the content of promotional or advertising materials.¹⁴⁹ The court did focus on the time, place, and manner of how products may be purchased, versus the time, place, and manner of how products are advertised or promoted (the actual focus of the FCLAA).¹⁵⁰ Nevertheless, this decision makes clear that the FCLAA does not pose a barrier to sales restrictions.¹⁵¹

IV. OTHER FEDERAL LAWS

A state or local law prohibiting the sale of a class of tobacco products is designed to regulate the distribution of such products but has no effect on the communicative impact. Nevertheless, tobacco companies may attempt to argue that such a law violates their First Amendment rights. A handful of cases decided after the adoption of the Tobacco Control Act have addressed whether various tobacco control laws violate the First Amendment.^{1, 2} Although none of these cases specifically addressed preemption arguments, they are included here for reference.

In *Rf Reynolds Tobacco Co. v. Food & Drug Administration*,³ the United States Court of Appeals for the District of Columbia Circuit struck down the FDA's proposed graphic warning labels (as required

147. C.A. No. 12-96--ML, 2012 vVL 6128707, at *1 (D.R.I. Dec. 10, 2012).

148. *Id.* at *4.

149. *Id.* at *11.

150. *Id.*

151. The First Circuit agreed that a price regulation concerns the manner of promotion and is not preempted. *Nat'l Ass'n of Tobacco Outlets v. Providence*, 731 F.3d 71, 81 (1st Cir. 2013).

152. This Article does not address tobacco cases decided prior to the adoption of the 2009 Tobacco Control Act, such as *Lorillard Tobacco Co. v. Reilly*, 533 U.S. 525 (2001) or *Food & Drug Admin. v. Brown & Williamson Tobacco Corp.*, 529 U.S. 120 (2000).

153. 696 F.3d 1205 (D.C. Cir. 2012).

by the Tobacco Control Act).¹⁵⁴ The court held that the warnings violate the First Amendment because the FDA could not prove that the labels directly advanced the government's goal of reducing smoking rates under the standards in *Central Hudson Gas & Electric Corp. v. Public Service Commission*.¹⁵⁵ Although the industry successfully argued that its speech rights were violated, this case involved requirements concerning packaging, not requirements related to the sale of products.¹⁵⁶

In *Discount Tobacco City & Lottery, Inc. v. United States*,¹⁵⁷ tobacco companies and retailers challenged the constitutionality of numerous Tobacco Control Act provisions.¹⁵⁸ The United States Court of Appeals for the Sixth Circuit upheld most elements of the Tobacco Control Act.¹⁵⁹ The court also found a few elements of the Tobacco Control Act unconstitutionally overbroad, such as the requirement for black and white textual advertising.¹⁶⁰ The opinion did not discuss a state or local government's authority to adopt laws that supplement or complement the Tobacco Control Act, and the opinion therefore should not have any bearing on a state or local tobacco product sales restriction.¹⁶¹

In addition to the FCLAA challenge, the plaintiffs in *National Association of Tobacco Outlets v. City of Providence*¹⁶² also argued that Providence's ordinance prohibiting the redemption of tobacco coupons and multi-pack discounts impermissibly restricted its ability to communicate with customers.¹⁶³ The court found that this "pricing" ordinance did not violate the First Amendment because it did not prohibit the *distribution* of coupons nor the *dissemination* of

154. *Id.* at 1221-22; Family Smoking Prevention and Tobacco Control Act of 2009, Pub. L. No. 111-31, 123 Stat. 1776 (2009) (codified as amended in scattered sections of 21 U.S.C.).

155. *See R.J. Reynolds*, 696 F.3d at 1222 (citing *Cent. Hudson Gas & Elec. Corp. v. Pub. Serv. Comm'n*, 447 U.S. 557 (1980)).

156. *See id.* at 1208.

157. 674 F.3d 509 (6th Cir. 2012).

158. *See id.* at 518.

159. *See id.* (affirming "the district court's decision to uphold the constitutionality of the color graphic and non-graphic warning label requirement, with Judge Clay dissenting on this issue").

160. *See id.* at 548.

161. *See id.* at 509.

162. C.A. No. 12-96-ML, 2012 vVL 6128707, at *1 (D.R.I. Dec. 10, 2012).

163. *See id.* at *1-2.

pncmg information.¹⁶⁴ Instead, the ordinance prohibits the "redemption of such coupons and the sale of cigarettes or tobacco products through multi-pack discounts. Therefore, the prohibited activity constitutes neither commercial speech nor expressive conduct and is not subject to First Amendment protection"¹⁶⁵ Like a restriction on the sale of products at a discounted rate, a restriction on the sale of a class of tobacco products should not be subject to First Amendment protections.¹⁶⁶

The tobacco industry might argue a tobacco product sales restriction imposed by state or local law violates the First Amendment because it limits information conveyed through product packaging. This type of argument was unsuccessful in a lawsuit challenging a prohibition on the sale of tobacco products at pharmacies in San Francisco.¹⁶⁷ The United States Court of Appeals for the Ninth Circuit stated that selling cigarettes "doesn't involve conduct with a significant expressive element. It doesn't even have an expressive component."¹⁶⁸ However, it is possible that the tobacco industry will raise it again. Such an argument was raised in *National Association of Tobacco Outlets*, where the tobacco industry argued that laws prohibiting the sale of flavored tobacco products will by necessity limit the companies' First Amendment rights to communicate the information normally conveyed on product packaging.¹⁶⁹ Like the San Francisco case, the Rhode Island court was not persuaded and found that the economic conduct regulated was neither commercial speech nor expressive conduct.¹⁷⁰

164. *Id.* at *5.

165. *Id.* at *6.

166. *See* 44 *Liquormart, Inc. v. Rhode Island*, 517 U.S. 484, 499 (1996) ("[T]he State retains less regulatory authority when its commercial speech restrictions strike at 'the substance of the information communicated' rather than the 'commercial aspect of [it]-with offerors communicating offers to offerees.'" (quoting *Linmark Assocs. v. Twp. of Willingboro*, 431 U.S. 85, 96-97 (1977))).

167. *Philip Morris USA, Inc. v. City & Cty. of S.F.*, 345 F. App'x 276, 277 (9th Cir. 2009) (upholding a city ordinance that limited where cigarettes may be sold but did not prevent the tobacco company from advertising in the city).

168. *Id.* (internal quotations and citations omitted). In *National Association of Tobacco Outlets*, the court found that "the prohibited activity [coupon redemption] constitutes neither commercial speech nor expressive conduct and is not subject to First Amendment protection under either the *Central Hudson* or the *O'Brien* standard." 2012 WL 6128707, at *6.

169. *Nat'l Ass'n of Tobacco Outlets*, 2012 vVL 6128707, at *4.

170. *Id.* at *7.

Though other federal laws also regulate tobacco products, none of those laws should preempt a state or local law from prohibiting the sale of a class of tobacco products because those laws primarily address different aspects of tobacco control. Examples of such statutes include: the federal tobacco tax;¹⁷¹ federal laws requiring smoke-free areas, such as airplanes and federally funded daycare;¹⁷² federal laws requiring the carrier to confirm the age and identity of the buyer upon delivery of cigarettes or smokeless tobacco, and requiring the recipient to be of the minimum legal age;¹⁷³ and the Affordable Care Act requirements regarding cessation coverage.¹⁷⁴

V.

ADDITIONAL PREEMPTION THREATS ON THE HORIZON

Existing federal law should not prevent a state from prohibiting the sale of a class of tobacco products, but new preemption threats loom. There has been a proliferation of recent state laws preempting local activity in a wide variety of policy areas.¹⁷⁵ While many focus on issues like employment and gun control, other state laws restrict local authority to regulate the sales of consumer goods, which could affect tobacco sales restrictions.¹⁷⁶

In addition to the efforts to preempt local tobacco control policy in statehouses around the country, threats also appear at the federal level on occasion. For example, in 2016, federal legislation was introduced that would have preempted local regulation of e-cigarettes.¹⁷⁷ New preemptive legislation at the state and federal level

171. 26 U.S.C. §§ 5701-04 (2012).

172. 49 U.S.C. § 41706 (2012); 20 U.S.C. § 6083 (2012).

173. 15 U.S.C. §§ 375, 376a (2012).

174. 42 U.S.C. §§ 300gg-13, 1396d (2012).

175. See, e.g., *Fighting Preemption: The Movement for Higher Wages Must Oppose State Efforts to Block Local Minimum Wage Laws*, NAT'L EMP. L. PROJECT (July 6, 2017), <http://www.nelp.org/publication/fighting-preemption-local-minimum-wage-laws/> [<https://perma.cc/GJ8P-9S2Y>] (discussing state preemption of minimum wage laws); Kriston Capps, *The Cities That Are Fighting Back Against State Intervention*, CrTYLAB.COM (Oct. 3, 2016), <https://www.citylab.com/equity/2016/10/cities-fighting-back-against-state-intervention/502232/> [<https://perma.cc/T9PG-Q49P>] (discussing the issue of state preemption laws for guns and employment); *Preemption of Local Laws*, GIFFORDS L. CTR., <http://lawcenter.giffords.org/gun-laws/policy-areas/other-laws-policies/preemption-of-local-laws/> (last visited June 21, 2018) [<https://perma.cc/9AVS--vVF4W>] (discussing state preemption of gun laws).

176. See, e.g., IOWA CODE § 331.301 (6) (a) (2018) (preventing counties from enacting less stringent regulations than those already imposed by state law).

177. See 21 C.F.R. §§ 1100, 1140, 1143 (2012); see also PUB. HEALTH LAW CTR.,

may be a threat to any jurisdiction that is considering a prohibition on the sale of a class of tobacco products.

VI. LOCAL AUTHORITY TO RESTRICT SALES IN MINNESOTA

Local authority to regulate tobacco products varies from state to state.¹⁷⁸ In some states, local jurisdictions have extensive authority to regulate and restrict the sale and use of tobacco products.¹⁷⁹ In others, state law prevents local jurisdictions from adopting smoke free laws,¹⁸⁰ youth access restrictions,¹⁸¹ or local retail licensure.¹⁸²

As demonstrated above, federal law does not preempt a sales restriction on a class of tobacco products.¹⁸¹ However, any local jurisdiction pursuing such a prohibition must consider authority issues arising under state law. This Article does not address what, if any, authority issues may present themselves in each state. But interested jurisdictions can generally expect the challenge to appear in one of two ways: (1) authority may be an issue where a local body has insufficient power to adopt a sales restriction on a class of

TOBACCO CONTROL LEGAL CONSORTIUM, REGULATING ELECTRONIC CIGARETTES & SIMILAR DEVICES 1-2 (2017), <http://www.publichealthlawcenter.org/sites/default/files/resources/tclc-guide-reg-ecigarettes--2016.pdf> [<https://perma.cc/X2H2-GESL>].

178. *See State Preemption of Local Tobacco Control Policies Restricting Smoking, Advertising, and Youth Access-United States, 2000-2010*, CTRS. FOR DISEASE CONTROL & PREVENTION (Aug. 26, 2011), <https://www.cdc.gov/mmwr/preview/mmwrhtml/mm6033a2.htm> [<https://perma.cc/K4P5--vVRCY>].

179. *See id.*

180. As of September 30, 2017, twelve states have laws in effect that explicitly preempt local ordinances from restricting smoking in government worksites, private worksites, restaurants, and/or bars. *STATE System Preemption Fact Sheet*, CTRS. FOR DISEASE CONTROL & PREVENTION (Nov. 21, 2017), <https://chronicdata.cdc.gov/Legislation/STATE-System-Preemption-Fact-Sheet/uu8y-j6ga> [<https://perma.cc/694H-C2C9>].

181. As of September 30, 2017, twenty-two states have laws preempting local ordinances related to youth access to tobacco. *See id.* Twenty states preempt local restrictions on selling tobacco products to young people, and nineteen states preempt local restriction on distributing tobacco products to youth. *See id.*

182. As of September 30, 2017, ten states have laws preempting localities from passing ordinances related to licensure of tobacco products-including both over-the-counter and vending machine sales of tobacco, while eight states preempt local restrictions on retail licenses for the over-the-counter sale of tobacco products only. *See id.*

183. *Supra* Parts III, IV.

tobacco products,¹⁸⁴ or (2) a state has prohibited a municipal body from regulating tobacco sales or from regulating certain types of tobacco products, and has reserved that power to the state.¹⁸⁵

The first scenario can arise if a body, such as a city council or local board of health, has insufficient authority to adopt a law or regulation prohibiting the sale of a particular type of product. For example, some local legislative bodies only have the power to address issues expressly provided for in a state statute under what is known as "Dillon's Rule."¹⁸⁶ In many states, local legislative bodies have broad authority, whereas administrative bodies, such as a local board of health, may have limited authority. As a recent example, the New York City Board of Health adopted a rule restricting the sale of large sugary sodas, known as the "Sugary Drinks Portion Cap Rule."¹⁸⁷ A recent appellate decision held that the Board of Health exceeded its authority to regulate public health and usurped the policy-making role of the New York City Council.¹⁸⁸ A local body considering a sales restriction on a class of tobacco products should ensure that it has the authority to adopt such a restriction and should be prepared to defend legal challenges to its authority.

In the second scenario, a preemption issue may arise if a state law or regulation prohibits a municipal body from regulating tobacco sales or types of tobacco products.¹⁸⁹ This preemption may

184. See *State Preemption of Local Tobacco Control Policies Restricting Smoking, Advertising, and Youth Access—United States, 2000-2010*, *supra* note 178 (recognizing the states that restrict local authority).

185. See *id.*

186. Dillon's Rule is the doctrine that a unit of local government may exercise only those powers that the state expressly grants to it, the powers necessarily and fairly implied from that grant, and the powers that are indispensable to the existence of the unit of local government. *Dillon's Rule*, BLACK'S LAW DICTIONARY (10th ed. 2014); see also NICOLE DUPUIS ET AL., NAT'L LEAGUE OF CITIES, CITY RIGHTS IN AN ERA OF PREEMPTION: A STATE-BY-STATE ANALYSIS 5 (2017), <https://www.nlc.org/sites/default/files/2017-03/NLC-SML%20Preemption%20Report%202017-pages.pdf> [<https://perma.cc/KGR2-ULBQ>] ("Dillon's Rule, which is derived from an 1868 court ruling, states that if there is a reasonable doubt whether a power has been conferred to a local government, then the power has not been conferred.").

187. N.Y.C. DEP'T OF HEALTH & MENTAL HYGIENE, NOTICE OF ADOPTION OF AN AMENDMENT (§81.53) TO ARTICLE 81 OF THE NEW YORK CITY HEALTH CODE, <https://www1.nyc.gov/assets/doh/downloads/pdf/notice/2012/notice-adoption-amend-article81.pdf> [<https://perma.cc/27AN-SFEH>] (last visited June 21, 2018).

188. *N.Y. Statewide Coal. of Hispanic Chambers of Commerce v. N.Y.C. Dep't of Health & Mental Hygiene*, 970 N.Y.S.2d 200, 213 (N.Y. App. Div. 2013).

189. Cf. Freiberg, *Options for State and Local Governments*, *supra* note 86, at

be express or implied.¹⁹⁰ An expressly preemptive state law may specifically reserve the authority to regulate tobacco sales or products to the state.¹⁹¹ An impliedly preemptive state law may fully regulate the topic, leaving no room for local regulation.¹⁹²

In Minnesota, there is currently no preemption of local authority to regulate the sale of tobacco products. Many communities in Minnesota have enacted a wide range of tobacco control sales restrictions, including increasing the minimum legal sale age to twenty-one,¹⁹³ restricting the sale of flavored tobacco products to adult-only retail stores,¹⁹⁴ and implementing minimum pricing policies.¹⁹⁵ Like many other states, however, legislators have introduced preemption bills in recent sessions.¹⁹⁶ In 2017, the Minnesota legislature passed a bill that would have preempted local governments from establishing certain worker protections.¹⁹⁷ However, Governor Mark Dayton vetoed this bill.¹⁹⁸ While this particular law would not have preempted local tobacco sales restrictions, it seems likely that the Minnesota legislature will consider more preemptive laws in the future given the increase in broader preemptive laws around the country.¹⁹⁹ Currently, however, as long as a Minnesota community has sufficient statutory or home

424-26 (discussing various state-level efforts to regulate non-cigarette tobacco products and the role of local governments in these efforts).

190. See *Am. Fin. Servs. Ass'n v. City of Oakland*, 104 P.3d 813,820 (Cal. 2005).

191. See *id.*

192. For example, state law preempted an anti-predatory lending ordinance in Oakland, CA, because the state legislature "impliedly fully occupied the field of regulation of predatory practices in home mortgage lending." See *id.*

193. See, e.g., EDINA, MINN., MUN. CODE§ 12-247 (2017).

194. See Jessie Van Berke!, *St. Paul Prohibits Flavored Tobacco at Most Stores*, STAR TRIB. (Jan. 6, 2016, 10:05 PM), <http://www.startribune.com/st-paul-prohibits-flavored-tobacco-at-most-stores/364455011/> [<https://perma.cc/8J-8V4P>].

195. See, e.g., MINNEAPOLIS, MINN., MUN. CODE§ 281.45(g) (2017).

196. See generally Michael Freiberg, (*Don't*) See *More Butts: Preemption and Local Regulation of Cigarette Litter*; 37 HAMLIN L. REV. 205, 206--08 (2014) (giving an overview of various states' efforts to regulate various tobacco products).

197. See HF 180, 90th Leg., Reg. Sess. (Minn. 2017).

198. See *Veto Details, Minnesota Legislature*, MINN. LEGIS. REFERENCE LIBR., <https://www.leg.state.mn.us/lrl/vetoes/vetodetails?years=all> [<https://perma.cc/9BJK-97T8>] (last visited June 21, 2018).

199. Cf Lynn M. Mueller, *MN's E-Cigarette Ban a Reminder to Review Smoking/Tobacco Policies*, MINN. EMP. L. LETTER, Sept. 2014, at 1 (discussing the Minnesota Legislature's recent efforts to regulate a new form of tobacco products: e-cigarettes).

rule authority to prohibit the sale of a class of tobacco products, such laws are not preempted by state or federal law.²⁰⁰

VII. CONCLUSION

A state law that prohibits the sale of a class of tobacco products would likely survive a litigation challenge on federal preemption grounds.²⁰¹ A local law of this nature would likely face federal, and possibly state, preemption challenges.²⁰² In addition, local laws often face challenges based on whether or not the jurisdiction has adequate authority.²⁰¹ Should such a challenge turn on federal law, the sales prohibition likely will be upheld. Challenges based on state law will have varying results depending on the relevant language in each state's constitution and statutes.²⁰⁴

The Tobacco Control Act is the most relevant federal statute, and its preservation, preemption, and saving provisions clearly allow state and local governments to adopt laws "relating to the sale of tobacco products."²⁰⁵ The tobacco industry may argue that such a prohibition is actually a regulation of tobacco product standards. This argument relies on the Tobacco Control Act's language that preempts state and local laws relating to tobacco product standards.²⁰⁶ However, *U.S. Smokeless Tobacco*²⁰⁷ and *National Association of Tobacco Outlets*²⁰⁸ support a finding that a restriction on the sale of a tobacco product is *not* a regulation of tobacco product standards. Opponents may also argue that state and local governments are barred from eliminating a particular class of tobacco products.²⁰⁹ Again, public health advocates can rely on *U.S. Smokeless Tobacco* to support the conclusion that the Tobacco Control

200. See Freiberg, *Options for State and Local Governments*, *supra* note 86, at 443.

201. See discussion *supra* Parts II, III.

202. See *supra* Parts I, II.

203. See *Dillon's Rule*, BLACK'S LAW DICTIONARY (10th ed. 2014).

204. See discussion *supra* Part II.

205. 21 U.S.C. § 387p(a) (1) (2012).

206. *Id.* § 387p(a) (2)(A).

207. *U.S. Smokeless Tobacco Mfg. Co. v. City of New York*, 708 F.3d 428, 433 (2d Cir. 2013).

208. *Nat'l Ass'n of Tobacco Outlets, Inc. v. City of Providence*, No. C.A. No. 12-96--ML, 2012 vVL 6128707 (D.R.I. Dec. 10, 2012).

209. See Freiberg, *Options for State and Local Governments*, *supra* note 86, at 444.

2018] STATE AUTHORITY TO END CIGARETTE SALES 97

Act's limits on the FDA's power to eliminate tobacco products does not extend to state and local governments.²¹⁰

The most challenging argument in favor of tobacco product restrictions will likely be that, although state and local governments are free to limit the sale of certain tobacco products, the restrictions are barred from completely prohibiting the sale of those products. This reasoning relies on the Tobacco Control Act's conflicting language in its preemption provision and saving clause.²¹¹ State and local governments can support a sales restriction via the general presumption against preemption, and the broad language of the preservation clause that explicitly allows laws "prohibiting" the sale of tobacco products. Proponents can make a strong case that failure to give effect to the word "prohibiting"²¹² would violate congressional intent, but an absence of precedent makes it unclear whether this would convince a court to rule in favor of a sales restriction on these grounds.

In sum, the tobacco industry will likely level preemption challenges against any jurisdiction that proposes to restrict the sale of a class of tobacco products. Although federal preemption claims would probably fail, public health advocates will have to investigate potential state preemption or general authority issues for a sales restriction at the local level.

210. *U.S. Smokeless Tobacco*, 708 F.3d at 433.

211. *See* 21 U.S.C. §§ 387p(a)(2), p(a)(2)(B) (2012).

212. Brief for Appellee at 26, *U.S. Smokeless Tobacco*, 780 F.3d 428 (No. 11-5167-cv).

ATTACHMENT 6

South Pasadena Climate Action Plan

Due to file size, the Executive Summary is attached in this report, and the full South Pasadena Climate Action Plan can be viewed here: <http://southpasadenacap.rinconconsultants.com>

South Pasadena CAP Executive Summary

Climate Action Vision

The effects of climate change are already felt and are projected to worsen over the next century without a concerted global effort to address the sources of greenhouse gas (GHG) emissions. South Pasadena’s Climate Action Plan (CAP) details a set of strategies for South Pasadena to reduce its emissions, prepare for and mitigate approaching risks, and chart the course towards a sustainable future. Key components of that future include:

- ✓ **Vibrant Communities**
- ✓ **Engaged Citizens**
- ✓ **Social Equity**
- ✓ **Resilient Economy**
- ✓ **Environmental Stewardship**
- ✓ **Regional Leader in Sustainability**

Background

The CAP is a long-range planning document that guides the City towards long-term

emissions reductions in accordance with State of California goals. The CAP analyzes emission sources within the City, forecasts future emissions, and establishes emission reduction targets (See The Playing Field and Appendix C). This CAP is the City of South Pasadena’s roadmap to achieving the City’s 2030 target and state mandated goal of 40% below 1990 levels by 2030 and demonstrates substantial progress towards achieving carbon neutrality by 2045. The CAP also establishes a framework for implementation and monitoring of reduction activities, and further promotes adaptation and preparedness actions. This CAP has been developed as a qualified GHG Reduction Plan and meets the requirements of CEQA 15183.5(b).

Potential Impacts to the Community

The City of South Pasadena may experience a variety of impacts due to climate change including an increase in average temperature and changes in precipitation, as outlined in Figure 1

Figure 1 Impacts of Climate Change in the City of South Pasadena (~2100)

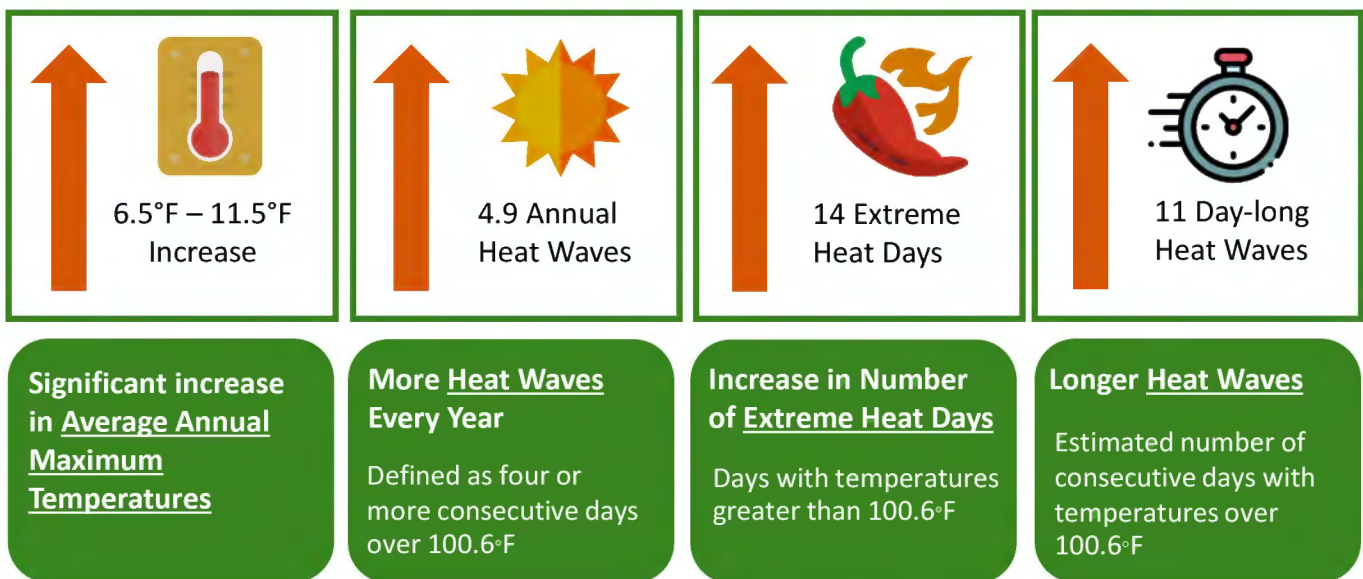
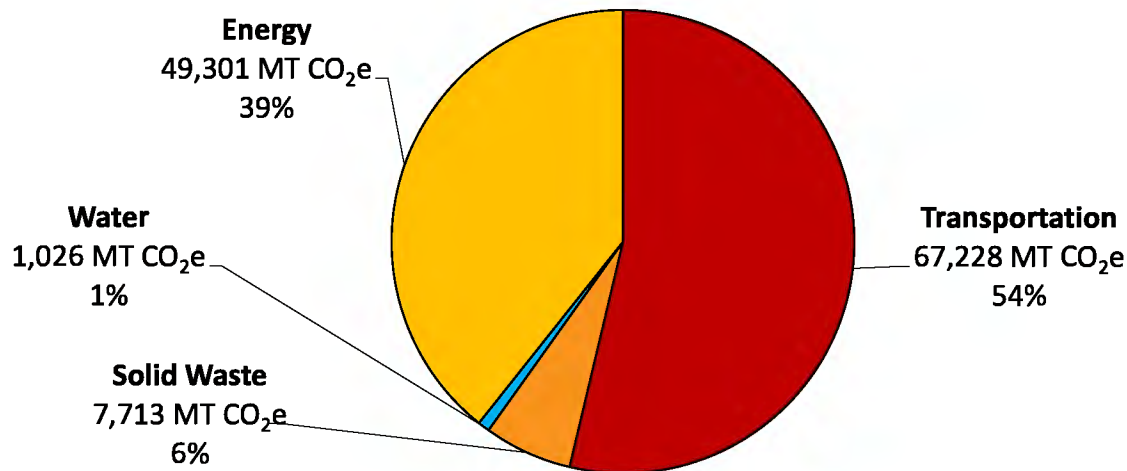


Figure 2 2016 Community-wide Emissions Summary by Sector



Baseline GHG Emissions

This CAP includes a 2016 baseline inventory of GHG emissions from municipal operations and community-wide activities within the City. It is important to note that the municipal operations inventory is a subset of the community inventory, meaning that the municipal emissions are included within the community-wide inventory. See Figure 2 for a per sector community emissions summary.

Emissions Forecast

Emissions forecasts (what we predict GHG emissions to be in the future) are generated from the 2016 baseline inventory to help identify actions that must be taken now in order to meet future targets. This CAP identifies GHG emissions reduction targets for the years 2020 (AB 32 target year), 2030 (SB 32 target year), 2040 (City of South Pasadena’s General Plan horizon year), and 2045 (EO B-55-18 target year).

Emissions Targets

After analyzing the City’s baseline inventory and forecast scenarios, emission targets were set to create quantitative goals that will further the City’s ability to measure emission reduction progress from the baseline scenarios. The 2016 baseline emissions were reduced by 40 percent to establish a 2030 target of 75,161 MT CO₂e for the City. In

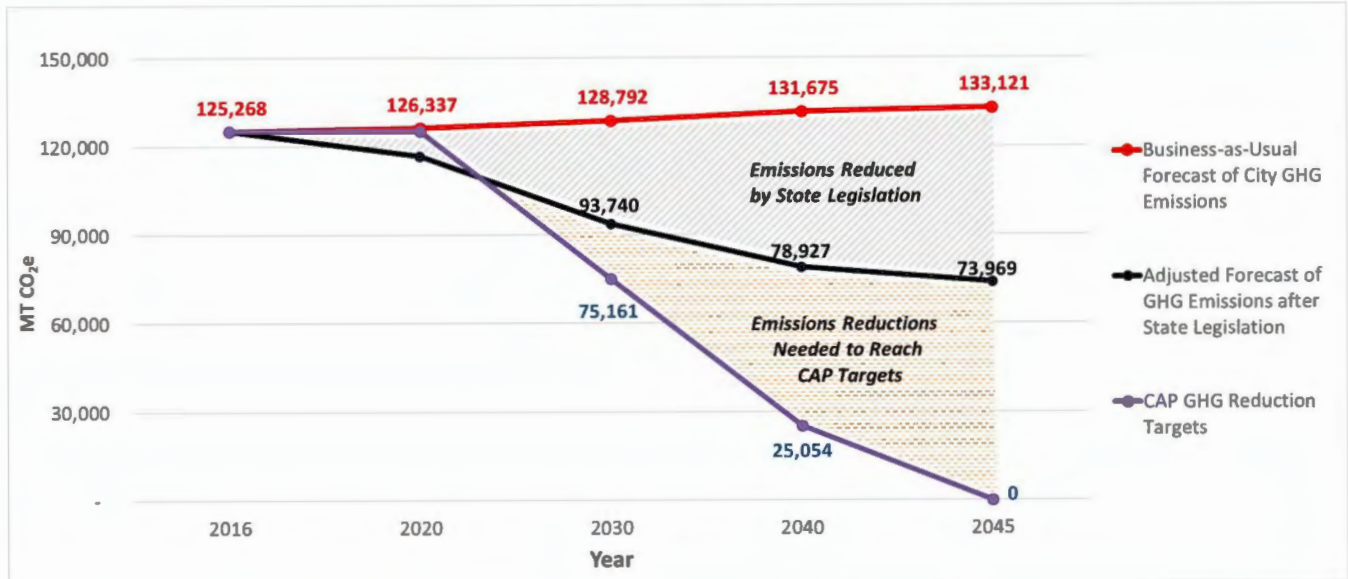
accordance with the new California Air Resource Board (CARB) methodology and the statewide goal established in SB 32, this absolute emissions target was then translated into a 2030 per capita emission target of 2.9 MT CO₂e per year by dividing the 2030 absolute target by South Pasadena’s projected population in 2030.

As shown in Figure 3, South Pasadena would require implementing local reduction measures to meet the state targets established for 2030 and 2045 even after accounting for reductions that will result from state regulations.

Reducing Emissions in South Pasadena

At its core, the CAP aims to reduce GHG emissions in the City through equitable, achievable, and implementable actions that benefit all South Pasadenans. The Plays (measures) and Moves (actions) included in the CAP were established and refined to meet the City’s GHG emission reduction target for 2030 and provide substantial progress towards meeting the longer-term target of carbon neutrality by 2045, which align with the state’s goals and is the City’s fair share towards achieving the state’s overall climate goals (see Table 1 for a summary of the Plays included in the CAP).

Figure 3 Community Emissions, Targets, and Reductions Needed to Meet Targets



Cornerstones of Climate Action Planning

The City of South Pasadena acknowledges that long-term sustainable change must occur to reduce our GHG emissions and limit our impact on climate change. This change will come from a collective commitment to reduce emissions through implementation of effective and equitable emission reduction strategies, such as the Plays and Moves outlined in this CAP. High-quality climate action planning is built on six essential components that result in implementable and effective GHG emission reduction strategies.

These six essential components, *education, structural change, GHG reductions, equity, connectivity, and economical design*, are the cornerstones that lay the foundation for transformational change and are essential to engage the community and fulfill the emissions reductions goals laid out in the Plan.

South Pasadena’s CAP includes 15 specific Plays designed to reduce GHG emissions associated with Energy, Transportation, Water, Waste, Sequestration, and Municipal Operations. Each Play is supported by Moves that were designed to incorporate the cornerstone components of climate action planning and create unique solutions to

climate change, which are summarized in Table 1.

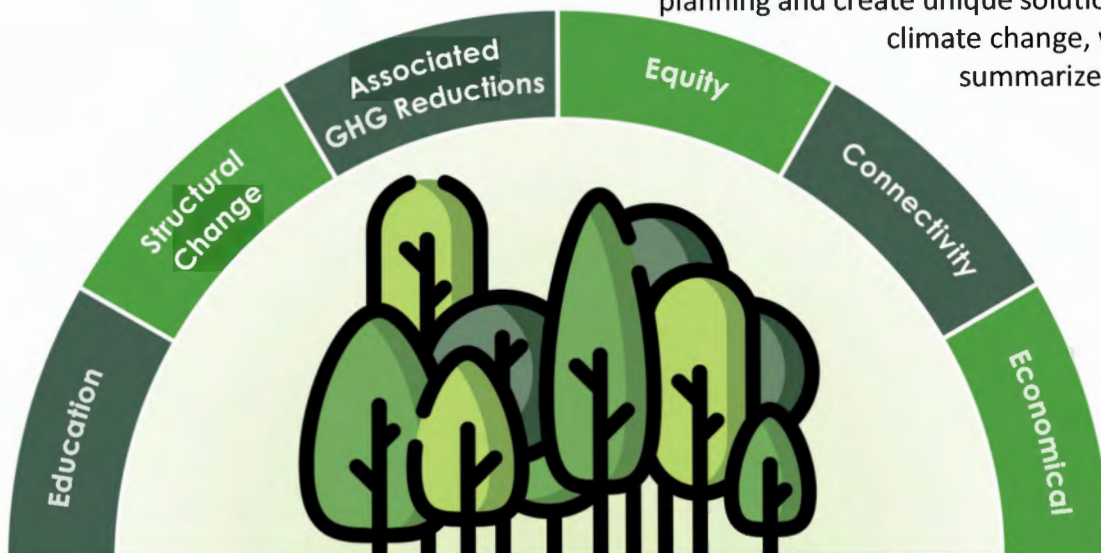


Table 1 Emission Reduction Plays and Moves Summary

Sector	Play	GHG Emissions Reduction Contribution
Cornerstone	C.1	Engage South Pasadena youth in climate change action and provide education on ways to live a sustainable lifestyle. 2030: 25 MT CO ₂ e 2045: 78 MT CO ₂ e
Energy	E.1	Maximize the usage of renewable power within the community, by continuing to achieve an opt-out rate lower than 4% for the Clean Power Alliance. 2030: 13,408 MT CO ₂ e 2045: 0 MT CO ₂ e
	E.2	Require electrification of 100% of newly constructed buildings. 2030: 240 MT CO ₂ e 2045: 984 MT CO ₂ e
	E.3	Electrify 5% of existing buildings by 2030 and 80% by 2045. 2030: 1,184 MT CO ₂ e 2045: 19,355 MT CO ₂ e
	E.4	Develop and promote reduced reliance on natural gas through increased clean energy systems that build off of renewable energy development, production, and storage. Supportive of 2030 and 2045 Goals
Transportation	T.1	Increase use of zero-emission vehicle and equipment 13% by 2030 and 25% by 2045. 2030: 3,774 MT CO ₂ e 2045: 6,629 MT CO ₂ e
	T.2	Implement programs for public and shared transit that decrease passenger car vehicle miles traveled 2% by 2030 and 4% by 2045. 2030: 807 MT CO ₂ e 2045: 1,399 MT CO ₂ e
	T.3	Develop and implement an Active Transportation Plan to shift 3% of passenger car vehicle miles traveled to active transportation by 2030, and 6% by 2045. 2030: 1,186 MT CO ₂ e 2045: 2,015 MT CO ₂ e
Water and Wastewater	W.1	Reduce per capita water consumption by 10% by 2030 and 35% by 2045. 2030: 414 MT CO ₂ e 2045: 0 MT CO ₂ e
Solid Waste	SW.1	Implement and enforce SB 1383 organics and recycling requirements to reduce landfilled organics waste emissions 50% by 2022 and 75% by 2025. 2030: 1,702 MT CO ₂ e 2045: 1,764 MT CO ₂ e
	SW.2	Reduce residential and commercial waste sent to landfills by 50% by 2030 and 100% by 2045. 2030: 415 MT CO ₂ e 2045: 859 MT CO ₂ e
Carbon Sequestration	CS.1	Increase carbon sequestration through increased tree planting and green space. 2030: 19 MT CO ₂ e 2045: 39 MT CO ₂ e
Municipal	M.1	Reduce carbon intensity of City operations. 2030: 188 MT CO ₂ e 2045: 188 MT CO ₂ e
	M.2	Electrify the municipal vehicle fleet and mobile equipment. 2030: 23 MT CO ₂ e 2045: 23 MT CO ₂ e
	M.3	Increase City's renewable energy production and energy resilience. Supportive of 2030 and 2045 Goals
Total		2030: 23,386 MT CO₂e 2045: 33,333 MT CO₂e

Note: South Pasadena would be required to reduce 18,578 MT CO₂e by 2030, 53,874 MT CO₂e by 2040, and 73,969 MT CO₂e by 2045 to meet the City's targets and state goals.

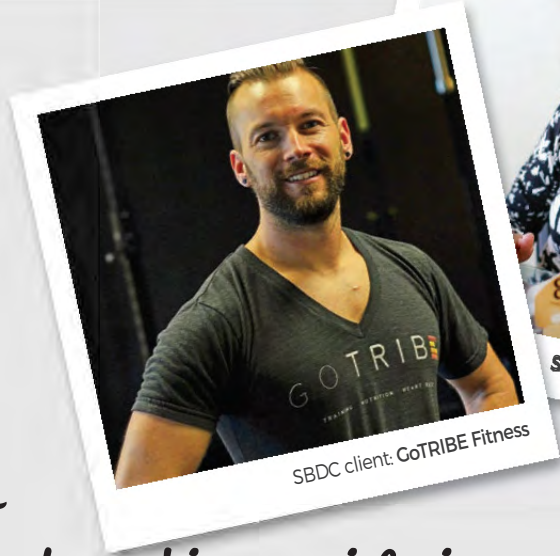
ATTACHMENT 7
Small Business Development Center (“SBDC”) Flyer



Business owners!

- ✓ Are you looking to grow your business by diversifying product offerings?
- ✓ Do you need help getting a business loan?

For **no-cost, one-on-one** business advising in Pasadena, call us at **626-585-3105**



Your local **Small Business Development Center** offers **no-cost business advising and training**. We help with:

- Business Planning
- Legal & Accounting
- Business Loan Advice
- Sales & Marketing
- Web & Social Media Strategy
- Importing & Exporting

Contact us today for expert advice on growing your business.

626.585.3105 • sbdc@pasadena.edu • pccsbdc.org



The Small Business Development Center at Pasadena City College is part of the Los Angeles Regional Small Business Development Center Network.

Funded in part through a cooperative agreement with the U.S. Small Business Administration.





City Council Agenda Report

ITEM NO. 18

DATE: March 2, 2022

FROM: Arminé Chaparyan, City Manager *Ac*

PREPARED BY: Angelica Frausto-Lupo, Community Development Director
Margaret Lin, Deputy Community Development Director

SUBJECT: Discuss the South Pasadena High School Anti-Bias Club's
Proposed Black Lives Matter Mural at Orange Grove Park

Recommendation

It is recommended that the City Council discuss the South Pasadena High School Anti-Bias Club's (ABC) proposed Black Lives Matter (BLM) mural at Orange Grove Park.

Background

On July 22, 2020, the Anti-Bias Club provided a conceptual presentation to the Public Art Commission regarding a potential BLM mural. The Commission formed an Ad Hoc Committee, comprised of Commissioners Huynh and Sawyer, to guide the ABC in developing their proposal. On August 19, 2020, the City Council received a conceptual presentation regarding the proposed mural project. The presentation specified that the intent of the mural is to show "powerful Black lives, historical references, and to serve as a reminder that our work fighting racism isn't done" and that "victims of police brutality will not be shown". The specific mural design and interactive component of the mural was not provided at that time.

On October 7, 2020, the City Council provided conditional approval for the location of the proposed BLM Mural on the west-facing wall of City Hall pending final design approval by the Commission. The conditional approval was based on the understanding that the City would not be responsible for the maintenance of the mural. The conditional approval was granted to assist the ABC in moving forward with their fundraising efforts and release of their Request for Proposals (RFP) to select an artist to develop the mural design.

On May 7, 2021, staff met with the South Pasadena High School Principal to discuss contracting requirements and the proposed mural design by Zach Brown. The mural design included an interactive component to engage viewers to be a part of the mural. After reviewing the mural design, staff determined that the interactive component of the mural in proximity to the existing gas station driveway would raise potential liability concerns that may diminish the mural experience. Furthermore, the gas station owner's

representative indicated that the current plans to renovate the gas station would result in a portion of the proposed mural location being blocked by a trash enclosure. The safety of visitors to engage in interactive art at a gas station also became a concern.

On June 23, 2021, the Commission provided conditional approval of the design for the BLM mural and directed staff to work with the ABC to identify an alternative location for the mural. On September 13, 2021, the Parks and Recreation Commission provided approval for the new location of the BLM mural on the north-facing wall of Orange Grove Park. On September 22, 2021, the Public Art Commission recommended approval of the revised mural design at Orange Grove Park to the City Council.

Staff developed a draft license agreement for SPUSD's consideration, as the proposed mural project was being developed by a SPHS club, and the City cannot contract directly with the ABC because it is not a legal entity. On December 2, 2021, staff provided the draft license agreement between the City and SPUSD to the Principal and ABC. On January 18, 2022, staff met with the SPUSD Superintendent and was informed that the district will not enter into an agreement with the City to lease the proposed mural space.

On February 16, 2022, the City Council reviewed proposals received for the Public Art Projects and Exhibits, a program being developed to reallocate funds from the City Hall Art Gallery to other public spaces for greater public enjoyment of art. Due to the variety of art mediums in the proposals received and the various locations proposed to house the artworks, staff recommended that a comprehensive Public Art Policy be developed prior to the award of any public art projects. The Public Art Policy will govern the development of both City-commissioned and unsolicited public art in the limited city-owned public spaces. City Council directed staff to develop a Public Art Policy prior to the implementation of any new public art projects.

On February 22, 2022, Mayor Cacciotti, Councilmember Zneimer, City Manager, and staff met with members of the ABC to discuss the history of the project, process, and next steps for their request. The ABC has provided a timeline and chronology of how the concept for a mural was first established (see Attachment 1).

Analysis

The ABC's BLM Mural is proposed to celebrate the Black community, Civil Rights, and BLM movements, and serve as a reminder to continue the work against racism. The mural design depicts famous Black individuals as well as symbols of social justice and diversity. The proposed mural would be approximately 570 square feet (66 feet wide by 7.5 feet high) and would include an interactive component on the bottom right corner to invite viewers to become a part of the mural. The proposed location is the north-facing wall of Orange Grove Park, starting by the gate into the playground.

Upon learning that SPUSD will not enter into a lease agreement with the City, staff explored contracting alternatives. Since the City cannot enter into an agreement directly

with the ABC, staff evaluated previous projects where the City contracted directly with artists. However, these projects included specific parameters regarding type, location, responsibilities, and rights established by the City. Programs such as the Utility Box Art were developed as special projects through the City Manager's Office as a proposal by the South Pasadena Arts Council, similar to the decorative treatment many cities have allowed on utility boxes on sidewalks in the public right of way. Artist agreements were established as part of the program and included language that restricted artwork from containing "advertising, religious art, sexual content, negative imagery, convey political partisanship or include any hidden, subliminal or camouflaged messages or statements of any kind or nature." The agreements also include provisions regarding maintenance of the artwork, indemnity, and waiver of rights under the Visual Rights Act, and California Artists Protection Act. Artists were responsible for any damage incurred during painting, and were required to sign releases of liability.

Public art on city-owned properties may create a new limited public forum. As a limited public forum, the City could be required to offer other artists the ability to display their work on city property. Cities create public art policies to establish guidelines and standards for allowing art while still being able to manage the public space.

Therefore, before proceeding further with the BLM mural staff recommends the establishment of a public art policy to guide the development of public art on limited city-owned facilities. Development of the public art policy will require research of existing policies in other municipalities and neighboring jurisdictions. The public art policy will likely include specific provisions regarding the type of art, size, location, maintenance, duration, removal, ownership of public art projects on public facilities, and other requirements and conditions. The public art policy would not address art on privately owned properties.

Fiscal Impact

The development of a public arts policy is budgeted for in general staff allocations.

No funding exists for the costs of developing or maintaining public arts projects such as the proposed mural at this time. A feature of the proposed mural has been that the ABC will be responsible for the cost of developing and maintaining the mural project. Issues relating to maintenance requirements have been raised in regard to the drafted license agreement.

Alternatives Considered

1. The ABC to locate the proposed mural on a non-City owned property, or on private property. Installation of the mural on private property would not require the Public Art Commission or City Council's approval.

Next Steps

1. Public Art Policy
 - a. Staff to develop a Public Art Policy.

- b. City Council to consider the Public Art Policy for adoption.
2. ABC Mural
 - a. Staff to evaluate the ABC Mural in relation to the adopted Public Art Policy.

Commission Review and Recommendation

On September 22, 2021, the Public Art Commission recommended approval of the revised mural design at Orange Grove Park.

Environmental Analysis

The discussion 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. Chronology Provided by the ABC
2. Proposed Mural Location
3. Proposed Mural Design

ATTACHMENT 1
Chronology Provided by the ABC

BLM Mural Meeting Dates and Timeline:

- June 5, 2020 the Anti-Bias Club met and came up with the idea for the BLM mural

Public Art Commission meeting dates:

- July 22, 2020:

<https://www.southpasadenaca.gov/home/showpublisheddocument/27428/637713755052970000>

- Commission approved and ad-hoc committee to support us (first time introducing the project idea)

- August 26, 2020:

<https://www.southpasadenaca.gov/home/showpublisheddocument/27420/637713755031870000>

- We presented our RFP to the commission and received their support and feedback

- March 24, 2021:

<https://www.southpasadenaca.gov/home/showpublisheddocument/27540/637726537574270000>

- We presented the design to the commission but were mistakenly placed as a presentation, not an agenda item, so the commission told us to come back the next month

- We were also instructed to create the website for the mural before coming back

- June 23, 2021:

<https://www.southpasadenaca.gov/home/showpublisheddocument/27126/637680149122870000>

- Commission gave conditional approval for the design, pending a new location

- September 22, 2021:

<https://www.southpasadenaca.gov/home/showpublisheddocument/27438/637713755075630000>

- Commission approved the design of the mural and recommended the City Council approve it

Presented to the City Council on Oct. 7, 2020:

<https://www.southpasadenaca.gov/home/showpublisheddocument/25553/637516747285170000>

- Council unanimously conditionally approves the location of the proposed BLM mural at City Hall pending final approval of the design by the Public Art Commission

Presented to Parks and recreation Commission on Sept. 13, 2021:

<https://www.southpasadenaca.gov/home/showpublisheddocument/27041/637671303185130000>

- The Commission approved the location for the BLM mural at Orange Grove Park

ATTACHMENT 2

Proposed Mural Location

Proposed Mural Location



The proposed mural dimensions are 66 ft by 7.5 ft, start at the gate into the playground on the right. The wall is visible from Orange Grove Avenue as someone drives south, and also has proximity to families at the playground or sports games/practices. The site is also pedestrian-friendly, which accommodates the interactive component of our design.

ATTACHMENT 3

Proposed Mural Design

Mural Design



Design Components: (Please note that due to our updated location and wall dimensions, the design is different than the image explanations below. All components remain the same but their location within the design has changed.)



People highlighted in the foreground (from left to right): Sojourner Truth, Nina Simone, John Lewis, London Lang, Ruby Bridges, Nelson Mandela, Mae C. Jemison, Fahren James, James Baldwin, Langston Hughes, Harriet Tubman, and Malcolm X

People in the background (from left to right): Angela Davis, Patrisse Cullors, Ida B Wells, Biddy Mason, Bayard Rustin, and Marsha P Johnson



Red: Man painting portrait on the wall.

Green: Children listen to Sojourner Truth read to them as they do each others hair.

Dark Blue: Nina Simone sings to the crowd accompanied by a man playing a Djembe. They are joined by dancers who move in celebration.

Yellow: A crowd gathers for a march/ protest. Where various members of various groups and times come together. We see a pride flag, an “i am a man” sign, a BLM sign. John Lewis in his iconic brown trench coat and backpack walks hand and hand with Ruby Bridges.

Purple: Pride Flag; One man helps another man up who has been knocked to the ground.

Green: A woman stands over a cook pot. It steams and she has a pleased expression on her face.

Light Blue: Langston Hughs and James Baldwin sit at a typewriter.



Symbolism in the mural (from left to right): Drum, Records: music by Black musicians, Trumpet, Banjo: Invented by Black People, I am a man: from the Memphis sanitation strike, Pride Flag: Represents intersectionality and inclusivity, Books written Black authors, Broken Cage and Bird: Represents Maya Angelou, and Empty figure: Interactive aspect of the mural; You would stand in that spot to be apart of the mural

