

CITY OF SOUTH PASADENA CITY COUNCIL

AGENDA

REGULAR MEETING CLOSED SESSION

WEDNESDAY, December 15, 2021 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 <u>DECEMBER 15, 2021</u> will be conducted in-person from 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, as the meeting will be open to the public for the meeting and members of the public may attend and/or participate in the in-person meeting, all are kindly reminded to follow Los Angeles County Public Health and CDC regulations and guidelines that are in place and may be posted.

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

The Meeting will be available

- In Person Hybrid City Hall, City Manager's Conference Room, Second Floor, 1414 Mission St
- Via Zoom:
 https://us06web.zoom.us/j/2264427248?pwd=aEFuSGszQ2I5WjJkemIoTms0RTIVUT09

 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 via the website.
- In Person Hybrid City Manager's Conference Room, Second Floor, 1414 Mission Street Via Zoom (see Public Comment Section below for instructions.)

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

- 1. Go to the Zoom website, https://zoom.us/join and enter the Zoom Meeting information; or
- 2. Click on the following unique Zoom meeting link: https://us06web.zoom.us/j/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/aiXV0TAW2

South Pasadena City Council

December 15, 2021

PUBLIC COMMENT

CALL TO ORDER: Mayor Diana Mahmud

ROLL CALL: Mayor Diana Mahmud

Mayor Pro Tem Michael Cacciotti
Councilmember Jack Donovan
Councilmember Jon Primuth

Councilmember Evelyn G. Zneimer

CLOSED SESSION AGENDA ITEMS

A. <u>CONFERENCE WITH LEGAL COUNSEL</u>- EXISTING LITIGATION

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

B. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION

(Government Code Section 54956.9(d)(1))
Owen Cliff Snider v. City of South Pasadena, UPC Case No. LA-CE-1180-M

CERTIFICATION OF POSTING

This amended agenda was duly posted for the meeting to be held on October 20, 2021, on the bulletin board in the courtyard of City Hall at 1414 Mission Street, South Pasadena, CA 91030, and on the City's website as required by law, on the date listed below.

This agenda was properly posted on December 9, 2021, and the signed certification of posting is on file in the City Clerk's Division.



CITY OF SOUTH PASADENA CITY COUNCIL

A G E N D A REGULAR MEETING WEDNESDAY, DECEMBER 15, 2021 AT 7:00 P.M.

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

South Pasadena City Council Statement of Civility

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

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

Pursuant to 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 <u>December 15, 2021</u> will be conducted in-person from the Council Chambers, Amedee O. "Dick" Richards, Jr., located at 1424 Mission Street, South Pasadena.

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

The Meeting will be available

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

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

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

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

CALL TO ORDER: Mayor Diana Mahmud

ROLL CALL: Mayor Diana Mahmud

Mayor Pro Tem Michael Cacciotti
Councilmember Jack Donovan
Councilmember Jon Primuth

Councilmember Evelyn G. Zneimer

PLEDGE OF ALLEGIANCE: Councilmember Evelyn G. Zneimer

CLOSED SESSION ANNOUNCEMENTS

1. CLOSED SESSION ANNOUNCEMENTS

STATE OF THE CITY / PRESENTATIONS

2. MAYOR'S STATE OF THE CITY PRESENTATION

CITY COUNCIL REORGANIZATION

ELECTION OF MAYOR AND MAYOR PRO TEM FOR THE 2021-2022 TERM

RECESS - Brief reception.

PUBLIC COMMENT AND SUGGESTIONS

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

Option 1:

Participate in-person at the City Council Chambers.

Option 2:

Participants will be able to "raise their hand" using the Zoom icon during the meeting, and they will have their microphone un-muted during comment portions of the agenda to speak for up to 3 minutes per item. (Note: For the purpose of best ensuring that all of the agenda items are considered at the Council Meeting, the Mayor may exercise the Chair's discretion, subject to the approval of the majority of the City Council, to limit public comment(s) to less than 3 minutes on any given agenda item).

Option 3:

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

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

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

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

PUBLIC COMMENT

4. PUBLIC COMMENT - GENERAL

COMMUNICATIONS

5. 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.

6. <u>CITY MANAGER COMMUNICATIONS</u>

Matt Chang, Planning Manager, Community Development Department.
Alma Medina, Senior Management Analyst, Management Services Department.
Belinda Valera, Human Resources and Risk Manager, Management Services Department.

7. 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.

8. APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$224,761.97; GENERAL CITY WARRANTS IN THE AMOUNT OF \$414,641.22; SUPPLEMENTAL ACH PAYMENTS IN THE AMOUNT OF \$100,051.01; VOIDS IN THE AMOUNT OF (\$10,116.71); TRANSFERS IN THE AMOUNT OF \$28,921.73: PAYROLL IN THE AMOUNT OF \$614,366.10

Recommendation

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

9. RECEIVE AND FILE REPORT TO EXTEND COMMISSION APPOINTMENTS UNTIL MARCH 31, 2022

Recommendation

It is recommended that the City Council receive and file this report to extend Commission appointments until March 31, 2022 in order for the City Manager's Office to conduct a deep dive analysis on the City's current Commissions in February, 2022, for a final item to be brought back to City Council for Commission selections by March 31, 2022.

CONSENT CALENDAR - CONTINUED

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

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF SOUTH PASADENA FOR THE PERIOD OF DECEMBER 16, 2021 THROUGH JANUARY 15, 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.

11. AUTHORIZE THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENTS
TO EXTEND THE CONTRACT TERMS FOR THE 2021-2029 HOUSING
ELEMENT, GENERAL PLAN UPDATE/DOWNTOWN SPECIFIC PLAN,
PROGRAM ENVIRONMENTAL IMPACT REPORT, AND INCLUSIONARY
HOUSING IN-LIEU FEE STUDY

Recommendation

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

- 1. First Amendment to the PlaceWorks Professional Services Agreement (PSA) for the 2021-2029 Housing Element to extend the contract term to complete the existing scope of work;
- 2. Second Amendment to the PlaceWorks PSA for the General Plan Update/Downtown Specific Plan (GP/DTSP) to extend the contract term to complete the existing scope of work; and
- 3. Third Amendment to the Psomas PSA for the Program Environmental Impact Report (PEIR) to extend the contract term to complete the existing scope of work; and
- 4. First Amendment to the Economic and Planning Systems, Inc. (EPS) PSA for the Inclusionary Housing In-Lieu Fee Study to extend the contract term to complete the existing scope of work.
- 12. CONSIDERATION OF RESOLUTION APPROVING PARTICIPATION IN NATIONAL OPIOID SETTLEMENT AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE RELATED PARTICIPATION AGREEMENT

Recommendation

Staff recommends that the City Council consider adoption of Resolution (Attachment A), approving a Resolution authorizing participation in National Opioid Settlement and authorizing the City Manager to execute the related participation agreement.

CONSENT CALENDAR - CONTINUED

13. AWARD OF CONTRACT TO MICHAEL BAKER INTERNATIONAL FOR THE COMPLETION OF CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FOR BERKSHIRE AND GREVELIA POCKET PARKS IN THE AMOUNT OF \$25,870 AND APPROPRIATE \$25,870 FROM THE PARK IMPACT FEE REVENUE ACCOUNT

Recommendation

It is recommended that the City Council:

- Award a Contract to Michael Baker International for the completion of CEQA compliance for Berkshire and Grevelia Pocket Parks in the amount of \$25,870 from the 275-6010-6410-8170-000 account; and
- 2. Appropriate funds from the Park Impact Fees Reserves.
- 14. ADOPTION OF RESOLUTION APPROVING A CLASSIFICATION AND SALARY RANGE FOR DEPUTY COMMUNITY SERVICES DIRECTOR & A RESOLUTION APPROVING A CLASSIFICATION AND SALARY RANGE FOR ENVIRONMENTAL SERVICES & SUSTAINABILITY MANAGER

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA ESTABLISHING THE POSITION OF DEPUTY COMMUNITY SERVICES DIRECTOR, AND ADOPTING A NEW JOB DESCRIPTION AND SALARY RANGE

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA ESTABLISHING THE POSITION OF ENVIRONMENTAL SERVICES AND SUSTAINABILITY MANAGER, AND ADOPTING NEW JOB DESCRIPTION AND SALARY RANGE

Recommendation

It is recommended that the City Council consider the following actions:

- 1. Adopt a resolution approving the classification and salary range for a new Deputy Community Services Director.
- 2. Appropriate \$19,460 to Community Services/Salaries Permanent account 101-7010-7011-7000-000 from General Fund Reserves to cover the difference in cost for the new Deputy Community Services Director.
- 3. Adopt a resolution approving the classification and salary range for a new Environmental Services and Sustainability Manager and authorize the City Manager to appoint this position.
- 4. Appropriate \$3,505 to Public Works/Environmental Services/Salaries Permanent account 101-6010-6015-7000-000 and \$19,865 to 503-6010-6713-7000-000 Public Works/Water Efficiency/Salaries Permanent account to cover the difference in cost for the new Environmental Services & Sustainability Manager.

CONSENT CALENDAR - CONTINUED

15. RENEW ANNUAL AGREEMENT WITH DIGITAL MAP PRODUCTS, LP FOR GOVCLARITY, MAP-BASED LOCATION INFORMATION LICENSE AND APPLICATION

Recommendation

It is recommended that the City Council:

1. Approve the Agreement with Digital Map Products, LP in an amount not to exceed \$25,602 to renew the annual agreement for GovClarity for the term of October 1, 2020 through September 30, 2021.

16. CITY ELECTRIFICATION PROJECTS

Recommendation

It is recommended that the City Council receive and file updates related to the City's electrification projects.

PUBLIC HEARING

17. ADOPTION OF AN URGENCY ORDINANCE MAKING CERTAIN FINDINGS UNDER GOVERNMENT CODE SECTION 36937 AND AMENDING CHAPTER 36 (ZONING) OF THE SOUTH PASADENA MUNICIPAL CODE PERTAINING TO ACCESSORY DWELLING UNITS INCLUDING SECTION 36.350.200.J (DESIGN STANDARDS FOR HISTORIC PROPERTIES) AND ADOPTION OF DESIGN GUIDELINES FOR ADU DEVELOPMENT ON HISTORIC PROPERTIES

ORDINANCE

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF SOUTH PASADENA MAKING CERTAIN FINDINGS UNDER GOVERNMENT CODE SECTION 36937 AND AMENDING CHAPTER 36 ("ZONING"), ARTICLE III ("SITE PLANNING AND GENERAL DEVELOPMENT STANDARDS"), SECTION 36.350.200 ("RESIDENTIAL USES—ACCESSORY DWELLING UNITS") OF THE CITY OF SOUTH PASADENA MUNICIPAL CODE

Recommendation

It is recommended that the City Council:

- 1. Adopt Urgency Ordinance No. 2360 pursuant to Government Code Section 36937, amending Chapter 36 (Zoning) of the South Pasadena Municipal Code (SPMC) pertaining to Accessory Dwelling Units (ADUs) including Section 36.350.200.J (Design Standards for Historic Properties); and
- 2. Adopt Design Guidelines for ADU Development on Historic Properties.

PUBLIC HEARING – CONTINUED

18. INTRODUCTION OF AN URGENCY ORDINANCE REGARDING REGULATION OF RESIDENTIAL HOUSING DEVELOPMENT AND URBAN LOT SPLITS (SB 9 PROPERTIES) BY ADDING ARTICLE 8 AND ARTICLE 9 TO CHAPTER 36 OF THE SOUTH PASADENA MUNICIPAL CODE

ORDINANCE

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA ADDING ARTICLE 8 AND 9 TO CHAPTER 36 OF THE SOUTH PASADENA MUNICIPAL CODE ESTABLISHING REGULATIONS FOR THE SUBDIVISION AND DEVELOPMENT OF QUALIFIED SB 9 PROPERTIES; DETERMINATION OF EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Recommendation

Staff recommends that the City Council:

- 1. Receive public comment; and
- 2. Adopt an Urgency Ordinance of the City Council of the City of South Pasadena establishing regulations for the subdivision and development of qualified Senate Bill 9 properties through the introduction of Article 8 and Article 9 of Chapter 36 of the South Pasadena Municipal Code and Declaring the Urgency Thereof. [Requires 4/5 Vote]

ACTION / DISCUSSION

19. PUBLIC WORKS ORGANIZATIONAL ASSESSMENT

Recommendation

It is recommended that the City Council receive and file this Public Works Organizational Assessment.

20. APPROVAL OF 2021-2026 STRATEGIC PLAN

Recommendation

It is recommended that the City Council approve the City's Strategic Plan for 2021-2026.

21. SLOW STREETS PROGRAM STATUS AND METRO OPEN STREETS CYCLE 3 FUNDING UPDATE

Recommendation

It is recommended that the City Council

- 1. Receive and file a status update presentation on the City's Slow Streets Program; and
- 2. Reappropriate remaining funds consistent with Council direction.

INFORMATION REPORTS - NONE

ADJOURNMENT

FOR YOUR INFORMATION

FUTURE CITY COUNCIL MEETINGS

January 12, 2022	Regular City Council Meeting Council Chamber	6:00 p.m.
January 19, 2022	Regular City Council Meeting Council Chamber	7:00 p.m.
February 2 , 2022	Regular City Council Meeting Council Chamber	7:00 p.m.

PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS

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

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

AGENDA NOTIFICATION SUBSCRIPTION

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

ACCOMMODATIONS

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

CERTIFICATION OF POSTING

I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on **December 15, 2021**, on the bulletin board in the courtyard of City Hall at 1414 Mission Street, South Pasadena, CA 91030, and on the City's, website as required by law, on the date listed below.

12/09/2021	Christina Muñoz
Date	Christina Muñoz, Deputy City Clerk



City Council Agenda Report

ITEM NO. 8

DATE:

December 15, 2021

FROM:

Arminé Chaparyan, City Manager

PREPARED BY:

Kenneth L. Louie, Interim Finance Director /

SUBJECT:

Approval of Prepaid Warrants in the Amount of \$224,761.97; General City Warrants in the Amount of \$414,641.22; Supplemental ACH Payments in the Amount of \$100,051.01; Voids in the Amount of (\$10,116.71); Transfers in the Amount of \$28,921.73: Payroll in the

Amount of \$614,366.10.

Recommendation Action

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

Fiscal Impact

Prepaid Warrants:	
Warrant # 313578-313597	\$ 183,089.09
ACH	\$ 41,672.88
Voids	\$ 0
General City Warrants:	
Warrant # 313598-313669	\$ 192,901.86
ACH	\$ 221,739.36
Voids	\$ (10,116.71)
Payroll Period Ending: 11/21/2021	\$ 601,138.58
Payroll Period Ending: 11/21/2021	\$ 7,354.69
Payroll Period Ending: 11/21/2021	\$ 5,378.80
Payroll Period Ending: 11/30/2021	\$ 494.03
Wire Transfers Out – To (LAIF)	\$ 0
Wire Transfers In – From (LAIF)	\$ 0
Wire Transfers (RSA)	\$ 0
Wire Transfers Out – To (Acct # 2413)	\$ 28,921.73
Wire Transfers Out – To (Acct # 1936)	\$ 0
Supplemental ACH Payment	\$ 100,051.01
RSA:	
Prepaid Warrants	\$ 0
General City Warrants	\$ 0
Total	\$ 1,372,625.32

Approval of Warrants December 15, 2021 Page 2 of 2

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Legal Review

The City Attorney has not reviewed this item.

Public Notification of Agenda Item

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

Attachments:

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

ATTACHMENT 1 Warrant Summary

City of South Pasadena Demand/Warrant Register		Date	12.15.2021
Recap by fund	Fund No.		mounts
receip by rund	T unu Ito.	Prepaid	Written
General Fund	101	46,873.53	265,744.22
Insurance Fund	103	157,776.40	200,7 1 1.22
Street Improvement Program	104	-	_
Facilities & Equip.Cap. Fund	105	_	_
Programs and Projects	107	_	_
Local Transit Return "A"	205		1,730.17
Local Transit Return "C"	207	224.51	,
TEA/Metro		224.51	100.38
	208	440.00	20.024.04
Sewer Fund	210	148.00	28,931.84
CTC Traffic Improvement	211	-	-
Street Lighting Fund	215	148.00	35,258.36
Public, Education & Govt Fund	217	-	-
Clean Air Act Fund	218	-	-
Business Improvement Tax	220	-	-
Gold Line Mitigation Fund	223	-	-
Mission Meridian Public Garage	226	-	804.13
Housing Authority Fund	228	-	-
State Gas Tax	230	148.02	18,906.70
County Park Bond Fund	232	-	3,258.16
Measure R	233	-	-
Measure M	236	-	-
Road Maint & Rehab (SB1)	237	-	-
MSRC Grant Fund	238	-	-
Measure W	239	-	10,241.25
Measure H	241	_	-, -
Prop C Exchange Fund	242	-	_
Bike & Pedestrian Paths	245	-	_
BTA Grants	248	_	_
Golden Street Grant	249	_	2,980.00
Capital Growth Fund	255	_	2,900.00
CDBG	260		
Asset Forfeiture	270	-	-
Police Grants - State	270	-	-
	272 274	-	-
Homeland Security Grant		-	-
Park Impact Fees	275	-	-
Historic Preservation Grant	276	-	-
HSIP Grant	277	-	-
Arroyo Seco Golf Course	295	-	-
Sewer Capital Projects Fund	310	-	
Water Fund	500	1,167.53	37,480.97
Water Efficinency Fund	503	51.33	-
2016 Water Revenue Bonds Fund	505	-	-
SRF Loan - Water	506	-	-
Water & Sewer Impact Fee	510	-	-
Public Financing Authority	550	-	-
Payroll Clearing Fund	700	18,224.65	9,205.04
	Column Totals:	224,761.97	414,641.22

Recap by fund	Fund No.	Ai	nounts
		Prepaid	Written
RSA	227	-	-
	RSA Report Totals:	-	-
	City Report Totals:	_	639,403.19
	Payroll Period End	ling: 11/21/2021	601,138.58
	Payroll Period End	•	7,354.69
	Payroll Period End	ling: 11/21/2021	5,378.80
	Payroll Period End	ling: 11/30/2021	494.03
	Wire Transfer Out		
	Wire Transfer In -	From LAIF	
	Wire Transfer - RS	SA	
	Wire Transfer Out - To Acct. # 2413		28,921.73
	Wire Transfer Out	- To Acct. # 1936	
	Supplemental ACH	H Payments	100,051.01
	Voids - Prepaid		
	Voids - General W	'arrant	(10,116.71)
	Grand Report Total:		1,372,625.32

Diana Mahmud, Mayor

Kenneth L. Louie, Interim Finance Director

ATTACHMENT 2 Prepaid Warrant List

Accounts Payable

Checks by Date - Detail by Check Date

User: ealvarez

Printed: 12/6/2021 11:24 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
313578	CLIFWSNI LA-CE-1180-M	Owen Clifford Snider III Settlement # LA-CE-1180-M	11/29/2021	150,000.00
			Total for Check Number 313578:	150,000.00
			Total for 11/29/2021:	150,000.00
			Report Total (1 checks):	150,000.00

Accounts Payable

Checks by Date - Detail by Check Date

User: ealvarez

Printed: 12/9/2021 9:55 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	
ACH	ADPLC818	ADP, Inc.	12/06/2021	
	593874238	ADP Payroll Services: 10/25/2021-11/	12/2021	10,211.51
		Total for	this ACH Check for Vendor ADPLC818:	10,211.51
ACH	AFLA7010	AFLAC	12/06/2021	
	305050	Employee Optional Insurance - Novem	aber 2021	561.66
		Total fo	r this ACH Check for Vendor AFLA7010:	561.66
ACH	AIR6010	Airgas USA LLC	12/06/2021	
	9984736948	Oxygen Cylinder Rental - November 2	021	314.87
		Total	for this ACH Check for Vendor AIR6010:	314.87
ACH	AME0229	Ameritas	12/06/2021	
	November 2021	Account - 010-19062 - Vision Premius	ms November 2021	3,090.60
		Total fo	or this ACH Check for Vendor AME0229:	3,090.60
ACH	COBR7131	The Advantage Group	12/06/2021	
	136607	November Admin Fee		318.00
	December 2021	December 2021 HRA Premium Reimb	ursements	16,494.84
		Total for	this ACH Check for Vendor COBR7131:	16,812.84
ACH	DIG0800	Digital Telecommunications Corp	12/06/2021	
	43429	Reset for Extension # 382		135.00
	43488	IT Phones - January 2021		955.00
		Total	for this ACH Check for Vendor DIG0800:	1,090.00
ACH	ITCR2501	Intercare Holdings Insurance Servi	ices 12/06/2021	
	76-008032	Workers Compensation Claims - Septe		1,555.28
	76-008114	Workers Compensation Claims - Octob	per 2021	6,221.12
		Total fo	or this ACH Check for Vendor ITCR2501:	7,776.40
ACH	SGMC2013	St. George's Medical Clinic	12/06/2021	
	100771.0	Employee Medical Exam		120.00
	125207.0	Employee Medical Exam		200.00
	125628.0	Employee Medical Exam		350.00
	132611.0	Employee Medical Exam		295.00
	132634.0	Employee Medical Exam		175.00
	132689.0	Employee Medical Exam		175.00
	132779.0	Employee Medical Exam		75.00
	132866.0 132882.0	Employee Medical Exam Employee Medical Exam		350.00 75.00
		Tatal far	this ACH Check for Vendor SGMC2013:	1,815.00
		Total for	unis ACTI CHECK for Vehicul SCHVICZUTS.	1,013.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
313579	AT&T5011 626 411-6497	AT&T Account # 626 441-6497 357 0 (10/13/21-1	12/06/2021 1/12/21)	778.18
			Total for Check Number 313579:	778.18
313580	ATCN9011 000017236515 000017238191	AT&T Account # CLAPDSOPAS (09/27/2021-10/2 Account # 9391036943 (09/27/21-10/26/21)	<i>'</i>	320.47 1,765.53
			Total for Check Number 313580:	2,086.00
313581	CIN4011 287299554301x10	AT&T Mobility Account # 287299554301 (09/20-10/19/21)	12/06/2021	44.94
			Total for Check Number 313581:	44.94
313582	DEL0771 BE004711501	Delta Dental Employee Dental Premiums: December 202	12/06/2021 1	11,548.24
			Total for Check Number 313582:	11,548.24
313583	DTV5012 068653046211129	DIRECTV Account # 068653046 (11/28-12/27/21)	12/06/2021	85.73
			Total for Check Number 313583:	85.73
313584	FED1109 7-578-80625	FedEx Human Resources - Package Priority Overni	12/06/2021 ight]	44.97
			Total for Check Number 313584:	44.97
313585	NAT9221 MK570891	National Business Furniture, LLC 63" Straight Reception Desk & Installation	12/06/2021	1,358.20
			Total for Check Number 313585:	1,358.20
313586	PEG4590 00091334467 Nov 00091334467 Nov 00091334467 Oct 00091334467 Oct	NUFIC AD&D Insurance - Employee Voluntary AD&D Insurance - Employee Only Basic AD&D Insurance - Employee Only Basic AD&D Insurance - Employee Voluntary	12/06/2021	860.55 196.50 196.50 866.10
			Total for Check Number 313586:	2,119.65
313587	PayPlus 27339	PayPlus Solutions Insight E-Tools Monthly Conversion of ADP Report to xml	12/06/2021 form	217.00
			Total for Check Number 313587:	217.00
313588	PBGF8031 3105137388 3105137388 3105137388 3105137388 3105137388 3105137388 3105137388 3105137388 3105137388 3105137388 3105137388 3105137388	Pitney Bowes Global Financial Service Postage Machine Lease Payment: 09/30/202	21-12/29/2021 21-12/29/2021 21-12/29/2021 21-12/29/2021 21-12/29/2021 21-12/29/2021 21-12/29/2021 21-12/29/2021 21-12/29/2021 21-12/29/2021 21-12/29/2021 21-12/29/2021 21-12/29/2021	41.06 2.05 10.27 71.86 10.27 513.31 6.16 123.19 102.66 51.33 4.11 4.11

Check No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	20.52
	3105137388 3105137388	Postage Machine Lease Payment: Postage Machine Lease Payment:		20.53 7.19
			Total for Check Number 313588:	968.10
313589	SOGA6501	SoCalGAS	12/06/2021	
	196-493-8529 1	CNG Fuel: Acct # 196-493-8529	1 (10/01-11/01/21)	148.00
	196-493-8529 1	CNG Fuel: Acct # 196-493-8529	1 (10/01-11/01/21)	148.02
	196-493-8529 1	CNG Fuel: Acct # 196-493-8529	,	148.00
	196-493-8529 1	CNG Fuel: Acct # 196-493-8529	`	148.00
	196-493-8529 1	CNG Fuel: Acct # 196-493-8529		148.00
	196-493-8529 1	CNG Fuel: Acct # 196-493-8529	1 (10/01-11/01/21)	148.00
			Total for Check Number 313589:	888.02
313590	SCPL2013	Southern California Public La		250.00
	2021-2022 Dues	SCPLRC Annual Membership Du	ies - August 21	250.00
			Total for Check Number 313590:	250.00
313591	SCO3311	State Controller	12/06/2021	
	FTB-00004058	FTB Offsets - 01/01/2020-12/31/2	2020	131.94
			Total for Check Number 313591:	131.94
313592	TOT2010	TASC	12/06/2021	
	IN2196631	FSA - Plan Only Documents		390.12
			Total for Check Number 313592:	390.12
313593	HAFR7000	The Hartford	12/06/2021	
	085030930073	Life Insurance Benefits - Decemb	er 2021	904.50
			Total for Check Number 313593:	904.50
313594	TIM4011	Time Warner Cable	12/06/2021	
	0029763102721	Account # 8448 20 899 0029763	(10/16/21-11/15/21)	246.57
	0029763112721	Account # 8448 20 899 0029763	(11/16/21-12/15/21)	246.57
	0052005102621	Control # 8448 20 899 0052005 ((10/11/21-11/10/21)	3,462.66
	0052005112621	Control # 8448 20 899 0052005 (3,462.66
	0251967102221	Account # 8448 30 008 0251967	(10/22/21-11/21/21)	219.30
			Total for Check Number 313594:	7,637.76
313595	VERW6711	Verizon Wireless	12/06/2021	
	9891322449	Account # 571839627-00001 (09/		16.03
	9891514566	Account # 270619951-00004 (09/	,	473.34
	9891514566	Account # 270619951-00004 (09/	,	38.10
	9893536766	Account # 571839627-00001 (10/		16.03
	9893730952 9893730952	Account # 270619951-00004 (10/ Account # 270619951-00004 (10/		38.41 473.05
			Total for Check Number 313595:	1,054.96
313596	EDVL6010	Edgar Villalobos	12/06/2021	
	D1	Reimburse Water Certifications: I	01	120.00
	D2	Reimburse Water Certifications: I	02	125.00
	T1	Reimburse Water Certifications: T		105.00
			Total for Check Number 313596:	350.00
313597	XRXF5010	Xerox Financial Services	12/06/2021	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	2857549	Contract # 010-0061587-001 (10/10-11/09/21)		1,906.08
	2890924	Contract # 010-0065187-003 (09/18-11/17/21)		324.70
			Total for Check Number 313597:	2,230.78
			Total for 12/6/2021:	74,761.97
			Report Total (27 checks):	74,761.97

ATTACHMENT 3 General City Warrant List

Accounts Payable

Checks by Date - Detail by Check Date

User: ealvarez

Printed: 12/9/2021 9:50 AM



Check Amount	Check Date Reference	Vendor Name Description	Vendor No Invoice No	Check No
	12/15/2021	AMPM Door, Inc.	AMPM5011	ACH
667.82	Replacement	CNG Station Gate Repair - Photo I	41449-46779	
667.82	his ACH Check for Vendor AMPM5011:	Total		
	12/15/2021	Acorn Technology Services	ATGC8530	ACH
1,698.73	and Upgrade Packs	Shadow Protect SPX Server Renev	95247-D	
1,698.73	this ACH Check for Vendor ATGC8530:	Tota		
	12/15/2021	Baker & Taylor Entertainment	BAK0366	ACH
79.36		DVDs/ CDs	H58230770	
12.39		DVDs/ CDs	H58257430	
11.41		DVDs/ CDs	H58286190	
40.78		DVDs/ CDs	H58301920	
49.60		DVDs/ CDs	H58313220	
75.26		DVDs/ CDs	H58315120	
38.01		DVDs/ CDs	H58319530	
95.03		DVDs/ CDs	H58361090	
57.86		DVDs/ CDs	H58420100	
11.41		DVDs/ CDs	H58439860	
28.90		DVDs/ CDs	H58441870	
24.76		DVDs/ CDs	H58441930	
38.03		DVDs/ CDs	H58443540	
11.57		DVDs/ CDs	H58447420	
76.04		DVDs/ CDs	H58448020	
28.93		DVDs/ CDs	H58507220	
16.53		DVDs/ CDs	H58507980	
23.14		DVDs/ CDs	H58507990	
8.24		DVDs/ CDs	H58508000	
10.72		DVDs/ CDs	H58535630	
12.39		DVDs/ CDs	H58535640	
20.64		DVDs/ CDs	H58535710	
24.78		DVDs/ CDs	H58535720	
28.90		DVDs/ CDs	H58539910	
18.19		DVDs/ CDs	H58542080	
24.46		DVDs/ CDs	H58546250	
9.78		DVDs/ CDs	H58554100	
122.31		DVDs/ CDs	H58636250	
999.42	r this ACH Check for Vendor BAK0366:	Tot		
	12/15/2021	Baker & Taylor Books	BAK0369	ACH
1,065.12		Books for Library	2036245017	
39.85		Books for Library	2036268854	
223.61		Books for Library	2036277196	
514.88		Books for Library	2036285705	
382.20		Books for Library	2036293973	
838.58		Books for Library	2036305605	
4.00		Books for Library	2036307032	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	2036310663 2036326707	Books for Library Books for Library		559.74 23.20
		Total for this AC	H Check for Vendor BAK0369:	3,651.18
ACH	CEAP7000 November 2021	S.P. Public Service Employees Association- November 2021 Union Dues	12/15/2021	312.00
		Total for this ACH	Check for Vendor CEAP7000:	312.00
ACH	CHWD2010		12/15/2021	
ACH	CHWP2010 49929	Colantuono,Highsmith & Whatley,PC General Services: October 2021	12/15/2021	10,000.00
	49929	Labor & Employment: October 2021		3,969.00
	49931	Water & Utilities: October 2021		4,949.00
	49931			
	49932	Special Projects: October 2021		25,105.92 1,617.00
	49933	Litigation: October 2021 Litigation: October 2021		8,063.00
	49935	Litigation: October 2021 Litigation: October 2021		2,376.50
	50138	General Services: November 2021		10,000.00
	50139	Labor & Employement: November 2021		6,688.50
	50140	Litigation: November 2021		3,405.50
	50141	Special Projects: November 2021		10,164.77
	50142	Litigation: November 2021		3,087.00
	50143	Litigation: November 2021		23.75
	50145	Water & Utilities: November 2021		147.00
		Total for this ACH	Check for Vendor CHWP2010:	89,596.94
ACH	CIV2123	CivicStone, LLC	12/15/2021	
	2018-147	Caltrans Housing Consultant - October 2021		5,865.00
		Total for this AC	CH Check for Vendor CIV2123:	5,865.00
ACH	CPTS3011 415622	SOLV Business Solutions Connected - Safe 1099 NEC Form B & Self Seal Envelopes	12/15/2021	116.71
		Total for this ACF	H Check for Vendor CPTS3011:	116.71
ACH	GPPT9090 509837	The Silver Bullet Corporation (DBA Gophe Gopher Abatement @ Arroyo Park 11/10/2021	12/15/2021	250.00
		Total for this ACH	I Check for Vendor GPPT9090:	250.00
ACH	JHMS8020	JHM Supply	12/15/2021	
	275321/1	Irrigation Supplies for Garfield Park		104.64
		Total for this ACH	Check for Vendor JHMS8020:	104.64
ACH	KNPY8010 KDEP - 9273	Kanopy LLC Kanopy Streaming Services for Library	12/15/2021	10,000.00
		Total for this ACH	Check for Vendor KNPY8010:	10,000.00
ACH	I CW7457	L' 1 AC L' 1 WIL'	12/15/2021	
АСН	LCW7456 208245	Liebert Cassidy Whitmore Personnel Matters - FLSA Review 2021	12/15/2021	2,235.00
		Total for this ACI	H Check for Vendor LCW7456:	2,235.00
ACH	LDCR6410	LandCare USA LLC	12/15/2021	
	432912	Water Distribution - July 2021		1,669.68
	432912	Landscape Median Strips - July 2021		4,617.66
	432912	Park Maintenance Contract Services - July 2021		16,833.54
	432912			

Check Amoun	Check Date	Vendor Name	Vendor No	heck No
	Reference	Description	Invoice No	
1,233.2	021	Prop A Park Maintenance - July 2	432912	
1,812.7		Landscape Median Strips	439106	
1,669.6		Water Distribution - August 2021	439106	
15,810.7	es - August 20	Park Maintenance Contract Servi	439106	
2,804.9	2021	Landscape Median Strips - Augus	439106	
2,024.9	t 2021	Prop A Park Maintenance - Augu	439106	
48,477.1	al for this ACH Check for Vendor LDCR6410:	To		
	12/15/2021	Marc Donohue	MADH1021	ACH
800.0	e 2 & July 7	Contract Meeting Minutes for Jur	3	
3,000.0	to September	Contract Meeting Minutes: July 2	4	
3,800.0	for this ACH Check for Vendor MADH1021:	Tota		
	12/15/2021	NV5	NV5R9266	ACH
165.0	ject - Final Invoice	Graves Reservoir Replacment Pr	232940	
165.0	al for this ACH Check for Vendor NV5R9266:	То		
	12/15/2021	James Ponsoldt	PNJM5270	ACH
84.0		Refund due to Double Booking	117825	
84.0	al for this ACH Check for Vendor PNJM5270:	То		
	12/15/2021	Prudential Overall Supply	POSU8132	ACH
3.8	cilities Maint 11/09/2021	Scraper Mat Cleaning Services Fa	52528342	
3.8		Scraper Mat Cleaning Services St	52528342	
3.8		Scraper Mat Cleaning Services St	52528342	
3.8		Scraper Mat Cleaning Services So	52528342	
3.8		Scraper Mat Cleaning Services St	52528342	
14.3		Uniform Cleaning Services Facili	52528343	
11.4		Uniform Cleaning Services Street	52528343	
28.5		Uniform Cleaning Services Street	52528343	
9.6		Uniform Cleaning Services Street	52528343	
9.6 34.6		Uniform Cleaning Services Sewe	52528343	
26.5		Uniform Cleaning Services Water Uniform Cleaning Services Water	52528344 52528344	
6.2		Scraper Mat Cleaning Services W	52528345	
6.2		Scraper Mat Cleaning Services W	52528345	
3.8		Scraper Mat Cleaning Services W	52530420	
3.8		Scraper Mat Cleaning Services Services Scraper Mat Cleaning Services Scraper Mat Cleaning Services Services Services Scraper Mat Cleaning Services	52530420	
3.8		Scraper Mat Cleaning Services St	52530420	
3.8		Scraper Mat Cleaning Services St	52530420	
3.8		Scraper Mat Cleaning Services St	52530420	
9.6	6 6	Uniform Cleaning Servicess Stree	52530421	
9.6		Uniform Cleaning Services Sewe	52530421	
11.4		Uniform Cleaning Services Street	52530421	
28.5		Uniform Cleaning Services Street	52530421	
14.3		Uniform Cleaning Services Facili	52530421	
26.5	Production - 11/16/2021	Uniform Cleaning Services Water	52530422	
34.6	Distribution - 11/16/2021	Uniform Cleaning Services Water	52530422	
6.2	ster Distribution - 11/16/2021	Scraper Mat Cleaning Services W	52530423	
6.2	ater Production - 11/16/2021	Scraper Mat Cleaning Services W	52530423	
333.5	al for this ACH Check for Vendor POSU8132:	То		
	Account 12/15/2021	Red Wing Business Advantag	RED8995	ACH
248.5	rogram - Luis Ibarra	Public Works Footware Voucher l	824-1-92755	
243.0	rogram - Jose Manny Cipres	Public Works Footware Voucher l	989-1-54558	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
		Total for this A	ACH Check for Vendor RED8995:	491.63
ACH	SHO7777	Showcases	12/15/2021	
	321867	Blu-Ray & DVD Cases		393.55
		Total for this A	ACH Check for Vendor SHO7777:	393.55
ACH	SOU5230	S.P.Firefighters L-3657	12/15/2021	
	November 2021	November 2021 Union Dues		2,175.00
	November 2021	November 2021 Supplemental Insurance		147.42
	November 2021	November 2021 Rec Fees		90.00
		Total for this A	ACH Check for Vendor SOU5230:	2,412.42
ACH	SOU5435	S.P. Police Officers Association	12/15/2021	
	November 2021	November 2021 Supplemental Insurance		2,188.37
	November 2021	November 2021 Union Dues		2,882.25
		Total for this A	ACH Check for Vendor SOU5435:	5,070.62
ACH	SOU5451	S.P. Public Service Employees Association	on 12/15/2021	
	November 2021	November 2021 Union Dues		1,410.00
		Total for this A	ACH Check for Vendor SOU5451:	1,410.00
ACH	STA5219	Staples Business Advantage	12/15/2021	
	3491867858	City Council Supplies		462.52
	3491867859	City Council Supplies		330.72
	3492089508	Management Services Office Supplies		110.23
	3492089509	Management Services Office Supplies		29.77
	3492280536	Library Supplies		32.67
	3492428064	Management Services Office Supplies		127.88 96.72
	3492428065 3492428067	Management Services Office Supplies Police Dept. Office Supplies		165.31
	3492428067	Police Dept. Office Supplies		528.47
	3492557798	Management Services Office Supplies		154.34
	3492557800	Library Supplies		19.83
	3492557801	PW Dept. Supplies		34.11
	3492557801	P&B Dept. Supplies		34.10
	3492732996	Finance Dept. Office Supplies		453.11
	3492929829	Management Services Office Supplies		13.69
	3492929830	Finance Dept. Office Supplies		53.46
	3492929832	Police Dept. Office Supplies		210.86
	3492929833	Police Dept. Office Supplies		40.59
	3492993641 3493061319	Management Services Office Supplies Management Services Office Supplies		211.35 63.13
	3493260841	Finance Dept. Office Supplies		61.99
		Total for this	ACH Check for Vendor STA5219:	3,234.85
ACH	THEPRK	Highland Products Group, LLC	12/15/2021	,
71011	310019488	6' Austin Bench Slatted Pattern Type Black	12/13/2021	-3,505.98
	310019488	6' Austin Bench Slatted Pattern Type Black		3,505.98
	310019488	6' Austin Bench Slatted Pattern Type Black		3,505.98
	310019508	6' Austin Bench Slatted Pattern Type Black		-1,752.97
	310019508	6' Austin Bench Slatted Pattern Type Black		1,752.97
	310019508	6' Austin Bench Slatted Pattern Type Black		1,752.97
		Total for this	ACH Check for Vendor THEPRK:	5,258.95
ACH	VEWI8020	Vision Electric Wholesale Inc.	12/15/2021	

Check Amount	Check Date Reference	Vendor Name Description	Vendor No Invoice No	Check No
204.34 317.52		Electrical Lighting Hardware, Wiring, Electrical Lighting Hardware, Wiring,	43323 43484	
521.86	is ACH Check for Vendor VEWI8020:	Total fo		
963.38	12/15/2021 • Water	Vulcan Materials Company Crushed Aggregate, Sand, and Asphalt	VUL6601 73131188	ACH
963.38	this ACH Check for Vendor VUL6601:			
,05.00	12/15/2021	West Coast Arborists, Inc.	WES4152	ACH
2,220.00		Citywide Urban Forestry Services: 06	174325-A-A	11011
600.00		Citywide Urban Forestry Services: 06	174325-A-A	
610.00		Citywide Urban Forestry Services: 06	174325-A-A	
13,140.00		Citywide Urban Forestry Services: 06/	174325-A-A	
3,235.00		Citywide Urban Forestry Services: 06/	174325-A-A	
· ·				
1,820.00	=	Citywide Urban Forestry Services - Tr Citywide Urban Forestry Services - St	175009 175009	
1,920.00				
720.00		Citywide Urban Forestry Services - St	175610	
2,720.00	•	Citywide Urban Forestry Services - Tr	175610	
1,600.00	=	Citywide Urban Forestry Services - Tr	178387	
3,360.00 1,680.00	=	Citywide Urban Forestry Services - Tr Citywide Urban Forestry Services - Pa	179481 179481	
33,625.00	this ACH Check for Vendor WES4152:	Total f		
	12/15/2021	Thomas Agius	THAG3012	313598
9,045.00		Tree Depsoit Refund - 1611 Spruce Str	PW75	
9,045.00	Total for Check Number 313598:			
132.00	12/15/2021 2021	Alhambra Car Wash Police Department Car Washes - Octob	ALH0179 October 2021	313599
132.00	Total for Check Number 313599:			
	12/15/2021	Alhambra Smog Center	ALSC4011	313600
40.00	12/13/2021		029747	313000
		Smog Test Unit # 0218		
40.00		Smog Test Unit # 0521	029754	
80.00	Total for Check Number 313600:			
13,675.45	12/15/2021	All City Management Services, Inc Crossing Guard Services - 10/17-10/30	ACMT2920 72919	313601
	12.1	Clossing Quart Scivices - 10/17-10/30	72919	
13,675.45	Total for Check Number 313601:			
	12/15/2021	Ameron Pole Products LLC	PAC6201	313602
6,618.50	rvices	Street Light Poles, Hardware & Crane	119420	
6,618.50	Total for Check Number 313602:			
	12/15/2021	Michael Ankri	ANKR7000	313603
32.26		Reimb. Training Expense for Reserve	10/25/2021	
32.26	Total for Check Number 313603:			
	12/15/2021	Brinks Inc. (Formerly Dunbar Inc.)	DBAR3011	313604
498.94		Armored Cash Transportation: November 1	11751629	
498.94	Total for Check Number 313604:			

Check Amour	Check Date Reference	Vendor Name Description	Vendor No Invoice No	Check No
	12/15/2021	Arthur Burgos	BUR0480	313605
32.2	10/22/2021	Reimb. Training Expense for Officer Burgos	10/22/2021	
32.2	Total for Check Number 313605:			
70.0	12/15/2021	Burro Canyon Shooting Park PD Shooting Range Fees 11/05/2021	BUR4018 2539	313606
70.0	Total for Check Number 313606:			
	12/15/2021	CA Linen Services	CAL5236	313607
92.9		Fire Station Linen Rental and Cleaning Serv	1922540	313007
94.5		Fire Station Linen Rental and Cleaning Serv	1924986	
99.1		Fire Station Linen Rental and Cleaning Serv	1927429	
286.0	Total for Check Number 313607:			
	12/15/2021	Cantu Graphics	CAN0607	313608
66.0	ord	250 Business Cards for Community Svcs. C	20596	
141.7		Single Line Molding Stamps for Library	20604	
207.	Total for Check Number 313608:			
	12/15/2021	Gilbert Carrillo	GBCL4010	313609
32.2	1/1	Reimb. Training Expense for Crpl. Carrillo:	11/12/2021	
32.2	Total for Check Number 313609:			
	12/15/2021	Chem Pro Laboratory, Inc.	CHE6010	313610
164.0		Cooling Tower Treatment & Service - June	663706	
164.0	20	Cooling Tower Treatment & Service - July 2	664774	
164.0	2020	Cooling Tower Treatment & Service - Augu	665844	
164.0		Cooling Tower Treatment & Service - Sept.	666944	
164.0		Cooling Tower Treatment & Service - Octob	668047	
164.0		Cooling Tower Treatment & Service - Nove	669103	
144.0		Cooling Tower Treatment & Service - Marc	673237	
144.0 144.0		Cooling Tower Treatment & Service - April	674311 675370	
144.0		Cooling Tower Treatment & Service - May Cooling Tower Treatment & Service - June	676386	
1,560.0	Total for Check Number 313610:			
·	10/15/2021	Tr ol.	Inicaic	212711
282.0	12/15/2021	Vignette Ching Refund After School Camp Med	VNCNG 117833	313611
	T. 10 Cl. 1 V. 1 212(1)	•		
282.0	Total for Check Number 313611:			
860.0	12/15/2021	City of Alhambra Police Department Inmate Housing October 2021	ALPD4010 SoPas-10/2021	313612
860.0	Total for Check Number 313612:			
	12/15/2021	City of San Marino	CSM8030	313613
16,000.0		Shared Command Battalion 9: 4th Reimbur	0000977	313013
16,000.0	Total for Check Number 313613:			
	12/15/2021	Demco Inc.	DEM0777	313614
248.0		CD / DVD Overlay Tags	7042511	
248.0	Total for Check Number 313614:			

Check No	Vendor No	Vendor Name	Check Date Reference	Check Amount
313615	Invoice No DUN1111	Description Daniel Dunn	12/15/2021	
313013	11.08.2021	Reimburse Paramedic License for Daniel Dur		250.00
			Total for Check Number 313615:	250.00
313616	ELL1017 EE76887	Ellen's Silkscreening Long Sleeve Polo for Cadet Gonzalez-Sotelo	12/15/2021	40.74
			Total for Check Number 313616:	40.74
313617	EXSF8020	Extrama Safaty	12/15/2021	
313017	00103598	Extreme Safety Police Department Gas Mask Fittings for 11 I		350.00
	00103741	Police Department Gas Mask Fittings for 11 l		325.00
			Total for Check Number 313617:	675.00
313618	THR5910	George L.Throop Co.	12/15/2021	
	6140	Construction Materials, Ready Mix Concrete	, Tools & Products.	549.05
	6270	Construction Materials, Ready Mix Concrete	, Tools & Products.	434.25
	6455	Construction Materials, Ready Mix Concrete	Tools & Products.	959.33
	6499	Construction Materials, Ready Mix Concrete	Tools & Products.	36.36
	6500	Construction Materials, Ready Mix Concrete	Tools & Products.	41.32
			Total for Check Number 313618:	2,020.31
313619	ISGU4011	Issac Gutierrez	12/15/2021	
	10/25/2021	Reimb. Training Expense for Officer Gutierro	ez: 10/25/2021	32.26
			Total for Check Number 313619:	32.26
313620	TCYHAEFN	Tracey Haefner	12/15/2021	
	117752	Refund Double Booking		84.00
			Total for Check Number 313620:	84.00
313621	HOMCOMM	Hom Communications	12/15/2021	2.245.20
	111521	Electrical Work for Police Department Unit #	: 1909	2,345.29
			Total for Check Number 313621:	2,345.29
313622	INLDWTWS	Inland Water Works	12/15/2021	
	S1050244.001	Purchase of Water Meters 3/4" to 2"		2,155.39
	S1050244.002	Purchase of Water Meters 3/4" to 2"		11,350.24
	S1050244.003 S1050244.004	Purchase of Water Meters 3/4" to 2" Purchase of Water Meters 3/4" to 2"		1,278.90 744.18
			Total for Check Number 313622:	15,528.71
313623	ITERISIN	Iteris, Inc.	12/15/2021	
5150 2 5	138723	Consultant Services to Perform Traffic Study		2,980.00
			Total for Check Number 313623:	2,980.00
313624	JSAR4011	Jack's Auto Repair	12/15/2021	
	17027	Routine Maintenance of Transit Fleet Unit # 8	30	100.38
			Total for Check Number 313624:	100.38
313625	JAC1111	Thomas Jacobs	12/15/2021	
	11.15-11.19.21	Reimb, Training Expense for Lt. Jacobs - 11/	15-11/19/21	617.33
	11.15-11.19.21	Reimb, Training Expense for Lt. Jacobs - 11/	15-11/19/21	308.00
	11.15-11.19.21	Reimb, Training Expense for Lt. Jacobs - 11/	15-11/19/21	308.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 313625:	925.33
313626	JHA307 SP1IP12107 SP1MS412104 SP1MS412107 SP1P12106	John L. Hunter and Associates, Inc. Infrastructure Program Assistance - July 2021 NPDES Program Services - April 2022 NPDES Program Services - July 2021 Infrastructure Project Assistance: 04/01/2021		6,456.25 1,392.50 1,426.25 966.25
			Total for Check Number 313626:	10,241.25
313627	LBBM4010 41992	Long Beach BMW Motorcycles Replacement of Headlight for Motorcycle Vir	12/15/2021 n#9602	50.94
			Total for Check Number 313627:	50.94
313628	LRJCONST BL-2021-1973	LRJ Construction Refund Electrical Permit for 1104 Montrose	12/15/2021	232.70
			Total for Check Number 313628:	232.70
313629	MMV9126 COM001 - 11/21 COM002 - 11/21	Mission Meridian Village POA MMV HOA Fees - 09/01/21-10/21/21 MMV HOA Fees - 09/01/21-10/21/21	12/15/2021	804.13 1,730.17
			Total for Check Number 313629:	2,534.30
313630	TRA2010 21098.03	Norman A. Traub Associates Investigation Consultant	12/15/2021	7,541.37
			Total for Check Number 313630:	7,541.37
313631	OLNP8010 69688 72482 72730	Outlook Newspapers Group Public Notice - Public Works Civic Center Re Public Notice - Trees and Shrubs Public Notice - Reso. 7718 PHN - Reprint	12/15/2021 tro	165.00 552.00 456.00
			Total for Check Number 313631:	1,173.00
313632	PAL1111 10/22/2021	Michael Palmieri Reimb. Training Expense for Det Palmieri: 10	12/15/2021 0/22/2021	32.26
			Total for Check Number 313632:	32.26
313633	PSCY8520 102021122418282	Pasadena Cyclery Police Department Bicycle Maint for Two E-l	12/15/2021 Bikes	416.22
			Total for Check Number 313633:	416.22
313634	PWP4465 80176-1	Pasadena Water & Power Acet # 80176-1 (09/13/21-10/12/21)	12/15/2021	3,609.98
			Total for Check Number 313634:	3,609.98
313635	CRPC7000 11/05/2021	Carlos Pech Reimb. Training Expense for Officer Pech: 11	12/15/2021 1/05/2021	32.26
			Total for Check Number 313635:	32.26
313636	PRCT4011 10/20-10/22/21	Christoper Perez Reimb. Training Expense for Officer Perez: 1	12/15/2021 0/20-10/21/21	23.97

Check Amount	Check Date Reference	Vendor Name Description	Vendor No Invoice No	Check No
23.97	Total for Check Number 313636:			
	12/15/2021	Craig Phillips	CGPH4011	313637
32.26	: 11/12/2021	Reimb. Training Expense for Crpl Philli	11/12/2021	
32.26	Total for Check Number 313637:			
5,730.14	12/15/2021 .ccess - October 2021	Phoenix Group Information System Parking Citation Processing & Database	PHOE4610 102021184	313638
5,730.14	Total for Check Number 313638:			
	12/15/2021	Plumbers Depot Inc.	PDI417	313639
18,829.73 8,054.65	Materials	Sewer Division Maintenance Supplies & Sewer Division Maintenance Supplies &	PD-48787 PD-48914	
26,884.38	Total for Check Number 313639:			
	12/15/2021	Charles Pritchard	CHPR500	313640
0.11		Refund Closed Water Account # 001484	001484694	
0.04		Refund Closed Water Account # 001484	001484694	
191.99 7.86		Refund Closed Water Account # 001484 Refund Closed Water Account # 001484	001484694 001484694	
200.00	Total for Check Number 313640:			
	12/15/2021	Hugh Quinonez	HGQNONEZ	313641
110.00	12/13/2021	Refund Cancelled Class	117826	313011
110.00	Total for Check Number 313641:			
	12/15/2021	R&D Investigative Support Speciali	RDIVSTGT	313642
245.00	Det. Hang	Google for Law Enforcement Training f	1	
245.00	Total for Check Number 313642:			
	12/15/2021	Right of Way Inc.	ROWI2011	313643
928.11		DUI Checkpoint Supplies	57564	
928.11	Total for Check Number 313643:			
	12/15/2021	Rincon Consultants, Inc.	RIN7777	313644
-478.75		2016 Hanscom Drive: Design Review C	30996	
478.75 478.75		2016 Hanscom Drive: Design Review C 2016 Hanscom Drive: Design Review C	30996 30996	
613.75	Suitaii	237 Monterey Road Preapplication	31444	
613.75		237 Monterey Road Preapplication	31444	
-613.75		237 Monterey Road Preapplication	31444	
1,092.50	Total for Check Number 313644:			
	12/15/2021	Riverside County Sheriff's Dept	RIV4011	313645
248.00	8/2022	Traffic Collision Course: 02/14/2022-02	BCT0042448	
248.00	Total for Check Number 313645:			
18,120.36	12/15/2021 and Supplies	Roadline Products Inc. USA Street Maintenance Equipment, Materia	RIPU8540 16525	313646
18,120.36	Total for Check Number 313646:			
	12/15/2021	Shannon Robledo	ROB1111	313647

Check Amount	Check Date	Vendor Name	Vendor No	Check No
	Reference	Description	Invoice No	
384.40		Reimb. Training Expense for Lt.	10/11-10/15/21	
563.34		Reimb. Training Expense for Lt.	10/11-10/15/21	
525.42	obledo: 11/01-11/04/21	Reimb. Training Expense for Lt.	11/01-11/04/21	
364.40	bbledo: 11/01-11/04/21	Reimb. Training Expense for Lt.	11/01-11/04/21	
1,837.56	Total for Check Number 313647:			
	12/15/2021	Matthew Ronnie	RON1111	313648
16.65	Ronnie: 11/05/2021	Reimb. Training Expense for Sg	11/05/2021	
40.26	Ronnie: 11/05/2021	Reimb. Training Expense for Sg	11/05/2021	
56.91	Total for Check Number 313648:			
	12/15/2021	Fernando Sandoval	SAN1111	313649
32.26		Reimb. Training Expense for Or	10/22/2021	
32.26	Total for Check Number 313649:			
	12/15/2021	Susan Saxe-Clifford PH.D	SAXE2013	313650
450.00		Psychological Evaluation for Po	21-0805-1	313030
450.00	Total for Check Number 313650:			
	12/15/2021	Scott's Automotive	SCAT6710	313651
511.97	intenance Unit # 1501	Police Department Automotive	16534	
55.28	it: 11 - Oil Change	Maintenance to Water Division	16542	
2,779.77	eplacement.	2005 Prius - Catalytic Converter	16547	
44.85	n # 1274 - Oil Change	Maintenance to Water Division	16571	
228.52	intenance Unit # 1703	Police Department Automotive	16573	
186.32	intenance Unit # 198	Police Department Automotive	16587	
85.00		Police Department Automotive	16588	
3,891.71	Total for Check Number 313651:			
	12/15/2021	SDS Security Design System	SDSI0107	313652
65.18		Security System for Interrogation	234556	
119.84		Security System for Access Con	234557	
113.00		Security System for Civic Center	234558	
30.00		Security System for Civic Center	234559	
328.02	Total for Check Number 313652:			
320.02			1.00001010	212752
32.26	12/15/2021 er Smith: 10/22/2021	Michael Smith Reimb. Training Expense for Of	MCST4010 10/22/2021	313653
	El Siliui. 10/22/2021	Reinio. Training Expense for Or	10/22/2021	
32.26	Total for Check Number 313653:			
	12/15/2021	SoCal SealCoat Solutions, LI	SCSC6116	313654
472.91		Slurry Seal for City Streets	32944	
472.91	Total for Check Number 313654:			
	e Services 12/15/2021	South Coast Emergency Vehi	SCEV	313655
1,370.92		Vehicle Maint for Fire Engine E-	506037	
1,370.92	Total for Check Number 313655:			
	ounty of LA 12/15/2021	Superior Court of California,	SCRR4010	313656
6,766.00	-	Monthly Revenue Distribution: (October 2021	- 22 2
6,766.00	Total for Check Number 313656:			

Check No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	
313657	SWOR8032 7442	Swords Fencing Studio Fencing - Beginner (09/07/21-10/26/21) Tue	12/15/2021 5-6	392.00
			Total for Check Number 313657:	392.00
313658	DVDTEN 117651	David Ten Refund Security Deposit for WMB	12/15/2021	500.00
			Total for Check Number 313658:	500.00
313659	TIM4011 0357905110521	Time Warner Cable Account # 8448 30 008 0357905 (11/05/21-	12/15/2021	130.55
	0337703110321	71000dii(// 0440 30 000 0337703 (11/03/21	12/04/21)	
			Total for Check Number 313659:	130.55
313660	UCL6115 3060	UC Regents Continuing Education and Certification for I	12/15/2021 Fire - Oct & Nov'21	4,430.04
		•	T. 12. GL 13. 1. 212.60	4.420.04
			Total for Check Number 313660:	4,430.04
313661	POR4707 114-12558593	United Site Services, Inc. Skate Park Portable Toilet Services: Noveml	12/15/2021 per 2021	339.72
			Total for Check Number 313661:	339.72
313662	UPP7789	Upper San Gabriel Valley MWD	12/15/2021	
	2/10-21	Water Furnished for Month of October 2021		13,184.06
			Total for Check Number 313662:	13,184.06
313663	VAL1111	James Valencia	12/15/2021	
	11/12/2021	Reimb. Training Expense for Sgt. Valencia:	11/12/2021	32.26
			Total for Check Number 313663:	32.26
313664	REVO5625 117537	Rebecca Volquartz Refund Cancelled Getty Trip	12/15/2021	10.00
			Total for Check Number 313664:	10.00
313665	WCTRPHC 620981	West Coast Trophy Center Name Plates for City Staff	12/15/2021	110.25
	020901	Name Fraces for City Staff		
			Total for Check Number 313665:	110.25
313666	WLHD8020	Westlake Hardware	12/15/2021	44.40
	14302157 14302182	Police Department Supplies Police Department Supplies		116.38 7.71
	14302200	Police Department Supplies		9.91
	14302218	Police Department Supplies		24.24
			Total for Check Number 313666:	158.24
313667	WIT6353	Wittman Enterprises LLC	12/15/2021	2.525.27
	2110059	Paramedic Billing Services: October 2021		3,535.26
			Total for Check Number 313667:	3,535.26
313668	PUFG8267	Pauline Wong	12/15/2021	
	7658 7780	Line Dancing October 2021 Walk In October 2021		208.00 72.00
				72.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 313668:	280.00
313669	YTI1023	Y Tire Complete Auto Repair	12/15/2021	
	31025	Police Department - Automotive Maint	enance Unit # 1703	419.44
	31121	Street Division Vehicle Maintenance: U	nit # 636	20.00
			Total for Check Number 313669:	439.44
			Total for 12/15/2021:	414,641.22
			Report Total (99 checks):	414,641.22

ATTACHMENT 4 Supplemental ACH Payments



	Supplemental ACH Payment Log				
Date	Vendor	Amount	Description		
			Online Payment for City's		
11/23/2021	UMPQUA Bank	\$13,299.93	October 2021 Credit Card		
			Exepenses.		
11/16/2021	SoCal Edison	¢06 7E1 00	Online Payment for City's So Cal		
11/16/2021	Socal Edison	\$86,751.08	Edison Accounts.		

Total: \$100,051.01

October 2021 Credit Card Expense Summary

Date	Description	Amount
9/30/2021	Camp Med Supplies (Dollar Tree)	\$71.59
9/30/2021	ICMA Membership for City Manager	\$1,400.00
9/30/2021	Office Furniture	\$278.91
10/5/2021	Camp Med Supplies (Smart & Final)	\$228.53
10/5/2021	Fuel (So Cal Mobile Base)	\$41.08
10/5/2021	Job Posting (Jobs Available)	\$429.00
10/6/2021	Fuel (So Cal Mobile Base)	\$43.12
10/6/2021	City Council Dinner 10/06/2021 (Café X20)	\$69.46
10/6/2021	City Council Dinner 10/06/2021 (Café X20)	\$18.75
10/6/2021	City Council Dinner 10/06/2021 (Café X20)	\$18.75
10/8/2021	Supplies (Ace Hardware)	\$35.69
10/8/2021	Office Furniture	\$130.08
10/8/2021	EOC Communications (DIRECTV)	\$190.21
10/8/2021	Supplies Expense (Pavilions)	\$48.06
10/8/2021	Strategic Plan Event Food Expense (Hi-Life Burger)	\$105.37
10/8/2021	Strategic Plan Event Food Expense (Starbucks)	\$21.10
10/9/2021	Strategic Plan Event Food Expense (Jersey Mikes)	\$55.77
10/9/2021	Strategic Plan Event Food Expense (Starbucks)	\$17.95
10/12/2021	CLA Career Job Posting (YourMembership.com)	\$99.50
10/13/2021	Annual Dues for Librarian Radbill (CA Library Assn.)	\$140.00
10/13/2021	Annual Dues for Librarian Neeb (CA Library Assn.)	\$140.00
10/13/2021	Zoom for Human Resources	\$26.93
10/13/2021	Zoom for Human Resources	\$161.14
10/14/2021	CA Public Employers Association - Lucy Demirjian	\$1,168.00
10/14/2021	Dinner for Meeting on 10/14/2021	\$40.43
10/14/2021	2022 City Managers Conference	\$725.00
10/15/2021	Library t-shirts for staff (Rush Order Tees)	\$578.71
10/16/2021	Virtual Streaming Platform (Crowdcast)	\$10.00
10/18/2021	Zoom for Community Development	\$16.11
10/19/2021	Plaque for Memorial Event	\$64.00
10/19/2021	Online Course for Children's Librarian (Eventbrite)	\$90.24
10/19/2021	SG Valley News Subscription	\$129.87
10/19/2021	Day Translations (Management Services)	\$87.72
10/20/2021	Employee Party Supplies (Jacks Candy)	\$117.75
10/20/2021	Spooktacular Event Supplies (Jacks Candy)	\$297.25
10/20/2021	Micro SD Card (Garmin)	\$330.72
10/20/2021	Replacement of Charging Cables at Library (Kwikboost)	\$33.09
10/20/2021	City Council Dinner 10/20/2021 (Baja Fresh)	\$96.08
10/21/2021	Police Chief Conference Hotel Expense (Temecula Creek Inn)	\$435.18
		\$48.53
10/22/2021	Halloween Supplies (Walmart)	\$70.05
10/22/2021	Camp Supplies (Walmart)	
10/22/2021	Party Supplies (Alin Party Supply Store)	\$74.84
10/22/2021	Electrify Your Lawn Event Supplies (Ave Hardware)	\$55.51
10/22/2021	DJ for Spooktacular Event	\$250.00
10/22/2021	MMASC Membership for Nathalie Wolcox	\$90.00
10/22/2021	MMASC Membership for Israel Suarez	\$90.00
10/22/2021	MMASC Membership - M Snyder	\$90.00
10/22/2021	Zoom for Community Development	\$115.43
10/26/2021	Employee Prizes (Starbucks)	\$20.00
10/26/2021	Camp Med Supplies (Smart & Final)	\$45.24
10/26/2021	Redistricting Meeting Lunch (Tomatoe Pie)	\$94.62
10/27/2021	Halloween Supplies (Smart & Final)	\$356.94
10/27/2021	Staffing Schedule Platform (WhenToWork)	\$80.00
10/27/2021	Allianz Travel for Lucy Demirjian	\$22.75
10/27/2021	Aloha Princess Parties for Community Services Event	\$156.00
10/27/2021	Flight for Conference Lucy Demirjian (JetBlue)	\$284.71
10/28/2021	Western City Magazine Job Posting	\$300.00
10/28/2021	Springbrook Software Training Conference	\$900.00
10/28/2021	Evidence Storage Refrigerator (Best Buy)	\$396.89
10/28/2021	Job Posting (Jobs Available)	\$390.00
10/29/2021	Dishwasher for Fire Dept. (Lowes)	\$971.28
09/30/21-10/29/21	Fuel for Motor Officers (Chevron & Exxon Mobile)	\$406.00
-	ruei ioi Miotoi Officeis (Chevion & Exxon Mobile)	
Total:		\$13,299.93

ATTACHMENT 5 Prepaid &Warrant Voids

Accounts Payable

Void Check Proof List

User: ealvarez

Printed: 11/30/2021 - 4:22PM

Batch: 00004.11.2021



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: CHA3010 Check No: 0	SPCC Corp dba Check Date: 10,000.00	South Pasaden 03/25/2021 2021-012	03/25/2021	Citywide Local Busine	ess Marketing Plan Payment # 1			3332	No	1
101-2010-2011-8170-000				•						
Check Total:	10,000.00									
Vendor Total:	10,000.00									
Report Total:	10,000.00									

Accounts Payable

Void Check Proof List

User: ealvarez

Printed: 12/06/2021 - 5:50PM

Batch: 00005.11.2021



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: CPTS3011 Check No: 0	SOLV Business Check Date: 116.71	s Solutions Con 12/06/2021 415622	n 12/06/2021	1099 NEC Form B &	Self Sealing Envelopes				No	0
101-3010-3011-8020-000										
Check Total:	116.71									
Vendor Total:	116.71									
Report Total:	116.71									

ATTACHMENT 6 Payroll Summary

Taxes Debited	Federal Income Tax	78,450.91			
	Earned Income Credit Advances	.00			
	Social Security - EE	1,112.0 <u>5</u>			
	Social Security - ER	1,112.00			
	Social Security Adj - EE	.00			
	Medicare - EE	9,454.24			
	Medicare - ER	9,454.17			
	Medicare Adj - EE	.00			
	Medicare Surtax - EE	339.38			
	Medicare Surtax Adj - EE	.00			
	Federal Unemployment Tax	.00			
	FMLA-PSL Payments Credit	.00			
	FMLA-PSL ER FICA Credit	.00			
	FMLA-PSL Health Care Premium Credit	.00			
	Employee Retention Qualified Payments Credit	.00			
	Employee Retention Qualified Health Care Credit	.00			
	COBRA Premium Assistance Payments	.00			
	State Income Tax	33,579.51			
	State Unemployment Insurance - EE	.00			
	State Unemployment Insurance - ER	.00			
	State Unemployment Insurance Adj - EE				
	State Disability Insurance - EE				
	State Disability Insurance - ER	.00			
	State Disability Insurance Adj - EE	.00			
	State Family Leave Insurance - EE	.00			
	State Family Leave Insurance - ER	.00			
	State Family Leave Insurance Adj - EE	.00			
	State Medical Leave Insurance - EE	.00			
	State Medical Leave Insurance - ER	.00			
	Workers' Benefit Fund Assessment - EE	.00			
	Workers' Benefit Fund Assessment - ER	.00			
	Transit Tax - EE	.00			
	Local Income Tax	.00			
	School District Tax	.00			
	Total Taxes Debited Acct. No. XXXXX3688	Tran/ABA XXXXXXXX	133,502.26		
Other Transfer	ADP Direct Deposit Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	463,804.24		
	ADP Check Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	1,645.29		
	Wage Garnishments Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	2,186.79		Total Liabilit
	Total Amount Debited From Your Accounts		601,138.58	601,138.58	
Bank Debits a Other Liability	nd Adjustments/Prepay/Voids		.00		601,138.58
Taxes - Your	None This Payroll				
Responsibility				 _	601,138.58

Batch : **5990** Quarter Number: 4 Service Center: 030

Period Ending: 11/21/2021 Pay Date: 11/26/2021 Current Date : 11/23/2021

Net Pay	Checks				1,645,29			
	Direct Deposits				463,804.24			
	Subtotal Net Pay					465,449.53		
	Adjustments				.00			
	Total Net Pay Liability (Net Cash)					465,449.53		
Taxes		You are respo Depositing thes		Amount deb				
Federal	Agency Rate	EE withheld	ER contrib.	EE withheld	ER contrib.			
	Federal Income Tax			78,450.91				
	Earned Income Credit Advances							
	Social Security			1,112.05	1,112.00			
	Medicare			9,454.24	9,454.17			
	Medicare Surtax			339.38				
	Federal Unemployment Tax				_			
	Subtotal Federal			89,356.58	10,566.17	99,922.75		
	FMLA-PSL Payments Credit							
	FMLA-PSL ER FICA Credit							
	FMLA-PSL Health Care Premium Credit							
	Employee Retention Qualified Payments Cre							
	Employee Retention Qualified Health Care							
	Cobra Premium Assistance Payments							
	Total Federal			89,356.58	10,566.17	99,922.75		
State	CA State Income Tax			33,579.51				
	CA State Unemployment Insurance-ER							
	CA State Disability Insurance-EE							
	Subtotal CA			33,579.51		33,579.51		
	Total Taxes	.00	.00	122,936.09	10,566.17	133,502.26		
	Amount ADP Debited From Account XXXXX368	8 Tran/	ABA XXXXXXXX	X			133,502.26	Excludes Taxes That Are Your Responsibility
Other	ADP Direct Deposit			463,804.24				223 Employee Transactions
Transfers	ADP Check							
	Wage Garnishments			1,645.29 2,186.79				
	Amount ADP Debited From Account XXXXX368	8 Tran/	ABA XXXXXXXX	x .			467,636.32	

CITY OF SOUTH PASADE

Company Code: R8V

Region Name: SOUTHEAST MAJOR ACCOUNT 32

Batch : **5990** Quarter Number: 4 Service Center: 030

Period Ending: 11/21/2021 Pay Date: 11/26/2021 Current Date : 11/23/2021

Taxes Debited	Federal Income Tax	1,053.85			
	Earned Income Credit Advances	.00			
	Social Security - EE	.00			
	Social Security - ER	.00			
	Social Security Adj - EE	.00			
	Medicare - EE	113.41			
	Medicare - ER	113.41			
	Medicare Adj - EE	.00.			
	Medicare Surtax - EE	.00			
	Medicare Surtax Adj - EE	.00			
	Federal Unemployment Tax	.00			
	FMLA-PSL Payments Credit	.00			
	FMLA-PSL ER FICA Credit	.00			
	FMLA-PSL Health Care Premium Credit	.00			
	Employee Retention Qualified Payments Credit	.00			
	Employee Retention Qualified Health Care Credit	.00			
	COBRA Premium Assistance Payments	.00			
	State Income Tax	601.29			
	State Unemployment Insurance - EE	.00			
	State Unemployment Insurance - ER	.00			
	State Unemployment Insurance Adj - EE	.00			
	State Disability Insurance - EE	.00			
	State Disability Insurance - ER	.00			
	State Disability Insurance Adj - EE	.00			
	State Family Leave Insurance - EE	.00 .00			
	State Family Leave Insurance - ER				
	State Family Leave Insurance Adj - EE	.00			
	State Medical Leave Insurance - EE	.00			
	State Medical Leave Insurance - ER	.00			
	Workers' Benefit Fund Assessment - EE	.00			
	Workers' Benefit Fund Assessment - ER	.00			
	Transit Tax - EE	.00			
	Local Income Tax	.00			
	School District Tax	.00			
	Total Taxes Debited Acct. No. XXXXX3688	Tran/ABA XXXXXXXX	1,881.96		
Other Transfers	ADP Direct Deposit Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	5,472.73		Total Liabili
	Total Amount Debited From Your Account			7,354.69	7,354.6
Bank Debits and Other Liability	Adjustments/Prepay/Voids		.00		7,354.69
Taxes - Your	None This Payroll				
Responsibility	•				7,354.6

Batch : **6195** Quarter Number: 4 Service Center: 030

Period Ending: 11/21/2021 Pay Date: 11/30/2021 Current Date : 11/26/2021

Net Pay	Checks								
	Direct Deposits					5,472.73			
	Subtotal Net Pay						5,472.73		
	Adjustments					.00			
	Total Net Pay Liability (Net C	ash)					5,472.73		
Taxes			You are respo	ensible for se amounts	Amount deb				
Federal	Agency	Rate	EE withheld	ER contrib.	EE withheld	ER contrib.			
	Federal Income Tax				1,053.85				
	Earned Income Credit Advances								
	Social Security								
	Medicare				113.41	113.41			
	Medicare Surtax								
	Federal Unemployment Tax								
	Subtotal Federal				1,167.26	113.41	1,280.67		
	FMLA-PSL Payments Credit								
	FMLA-PSL ER FICA Credit								
	FMLA-PSL Health Care Premiu	m Credit							
	Employee Retention Qualified Payments Cre								
	Employee Retention Qualified H	ealth Care							
	Cobra Premium Assistance Pay	ments							
	Total Federal			_	1,167.26	113.41	1,280.67		
State	CA State Income Tax				601.29				
	CA State Unemployment Insurar	nce-ER		_		_			
	CA State Disability Insurance-El	E		_		_			
	Subtotal CA				601.29		601.29		
	Total Taxes		.00	.00	1,768.55	113.41	1,881.96		
	Amount ADP Debited From A	ccount XXXXX3688	Tran/	ABA XXXXXXX	(X			1,881.96	Excludes Taxes That Are Your Responsibility
Other	ADP Direct Deposit				5,472.73				1 Employee Transaction
Transfers	Amount ADP Debited From A	ccount XXXXX3688	Tran/	ABA XXXXXXXX	(X			5,472.73	
Total Amou	unt ADP Debited From Your Ac	counts						7,354.69	

CITY OF SOUTH PASADE

Company Code: R8V

Region Name: SOUTHEAST MAJOR ACCOUNT 34

Batch : **6195** Quarter Number: 4 Service Center: 030

Period Ending: 11/21/2021 Pay Date: 11/30/2021 Current Date : 11/26/2021

Taxes Debited	Federal Income Tax	811.96			
	Earned Income Credit Advances	.00			
	Social Security - EE	.00			
	Social Security - ER	.00			
	Social Security Adj - EE	.00			
	Medicare - EE	82.59			
	Medicare - ER	82.59			
	Medicare Adj - EE	.00			
	Medicare Surtax - EE	.00			
	Medicare Surtax Adj - EE	.00			
	Federal Unemployment Tax	.00			
	FMLA-PSL Payments Credit	.00			
	FMLA-PSL ER FICA Credit	.00			
	FMLA-PSL Health Care Premium Credit	.00			
	Employee Retention Qualified Payments Credit	.00			
	Employee Retention Qualified Health Care Credit	.00			
	COBRA Premium Assistance Payments	.00			
	State Income Tax	315.02			
	State Unemployment Insurance - EE	.00			
	State Unemployment Insurance - ER	.00			
	State Unemployment Insurance Adj - EE	,00			
	State Disability Insurance - EE	.00			
	State Disability Insurance - ER	.00			
	State Disability Insurance Adj - EE	.00 .00 .00			
	State Family Leave Insurance - EE				
	State Family Leave Insurance - ER				
	State Family Leave Insurance Adj - EE	.00			
	State Medical Leave Insurance - EE	.00			
	State Medical Leave Insurance - ER	.00			
	Workers' Benefit Fund Assessment - EE	.00			
	Workers' Benefit Fund Assessment - ER	.00			
	Transit Tax - EE	.00			
	Local Income Tax	.00			
	School District Tax	.00			
	Total Taxes Debited Acct. No. XXXXX3688	Tran/ABA XXXXXXXX	1,292.16		
Other Transfers	ADP Direct Deposit Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	4,086.64		Total Liabili
	Total Amount Debited From Your Account			5,378.80	5,378.8
Bank Debits and Other Liability	Adjustments/Prepay/Voids		.00		5,378.8
Taxes - Your	None This Payroll				
Responsibility	., .				5,378.8

Period Ending: 11/21/2021 Pay Date: 12/01/2021 Current Date : 11/29/2021

Net Pay	Checks					.00			
•	Direct Deposits					4,086.64			
	Subtotal Net Pay						4,086.64		
	Adjustments					.00			
	Total Net Pay Liability (Net Cash)						4,086.64		
Taxes			You are respo Depositing thes		Amount deb				
Federal	Agency Ra	ate	EE withheld	ER contrib.	EE withheld	ER contrib.			
	Federal Income Tax				811.96				
	Earned Income Credit Advances								
	Social Security	<i>'</i>							
	Medicare				82.59	82.59			
	Medicare Surtax	are Surtax							
	Federal Unemployment Tax								
	Subtotal Federal				894.55	82.59	977.14		
	FMLA-PSL Payments Credit								
	FMLA-PSL ER FICA Credit								
	FMLA-PSL Health Care Premium Credit								
	Employee Retention Qualified Payments Cre								
	Employee Retention Qualified Health Care								
	Cobra Premium Assistance Payments								
	Total Federal				894.55	82.59	977.14		
State	CA State Income Tax				315.02				
	CA State Unemployment Insurance-ER								
	CA State Disability Insurance-EE								
	Subtotal CA				315.02		315.02		
	Total Taxes		.00	.00	1,209.57	82.59	1,292.16		
	Amount ADP Debited From Account XXX	(XX3688	Tran/	ABA XXXXXXX	ίχ			1,292.16	Excludes Taxes That Are Your Responsibility
Other	ADP Direct Deposit				4,086.64				2 Employee Transactions
Transfers	Amount ADP Debited From Account XXX	(XX3688	Tran/	ABA XXXXXXX	(X			4,086.64	
Total Amou	unt ADP Debited From Your Accounts							5,378.80	

Statistical Summary Detail

CITY OF SOUTH PASADE

Company Code: R8V

Region Name: SOUTHEAST MAJOR ACCOUNTS 6

Batch : **6396** Quarter Number: 4 Service Center: 030

Period Ending: 11/21/2021 Pay Date: 12/01/2021 Current Date : 11/29/2021

Taxes Debited	Federal Income Tax	.00		
	Earned Income Credit Advances	.00		
	Social Security - EE	.00		
	Social Security - ER	.00		
	Social Security Adj - EE	.00		
	Medicare - EE	7.29		
	Medicare - ER	7.29		
	Medicare Adj - EE	.00		
	Medicare Surtax - EE	.00		
	Medicare Surtax Adj - EE	.00		
	Federal Unemployment Tax	.00		
	FMLA-PSL Payments Credit	.00		
	FMLA-PSL ER FICA Credit	.00		
	FMLA-PSL Health Care Premium Credit	.00		
	Employee Retention Qualified Payments Credit	.00		
	Employee Retention Qualified Health Care Credit	.00		
	COBRA Premium Assistance Payments	.00		
	State Income Tax	.00		
	State Unemployment Insurance - EE	.00		
	State Unemployment Insurance - ER	.00		
	State Unemployment Insurance Adj - EE	.00		
	State Disability Insurance - EE	.00		
	State Disability Insurance - ER	.00		
	State Disability Insurance Adj - EE	.00		
	State Family Leave Insurance - EE	.00		
	State Family Leave Insurance - ER	.00		
	State Family Leave Insurance Adj - EE	.00		
	State Medical Leave Insurance - EE	.00		
	State Medical Leave Insurance - ER	.00		
	Workers' Benefit Fund Assessment - EE	.00		
	Workers' Benefit Fund Assessment - ER	.00		
	Transit Tax - EE	.00		
	Local Income Tax	.00		
	School District Tax	.00		
	Total Taxes Debited Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	14.58	
Other Transfers	ADP Direct Deposit Acct, No. XXXXX3688	Tran/ABA XXXXXXXX	479.45	
	Total Amount Debited From Your Account			494.03
Bank Debits and Other Liability	Adjustments/Prepay/Voids		.00	
Taxes - Your	None This Payroll			
Responsibility				

Batch : **6996** Quarter Number: 4 Service Center: 030

Period Ending: 11/30/2021 Pay Date: 12/06/2021

Net Pay	Checks					.00			
	Direct Deposits					479.45			
	Subtotal Net Pay						479.45		
	Adjustments					.00			
	Total Net Pay Liability (Net Ca	sh)					479.45		
Taxes			You are respo Depositing thes		Amount deb				
Federal	Agency	Rate	EE withheld	ER contrib.	EE withheld	ER contrib.			
	Federal Income Tax								
	Earned Income Credit Advances								
	Social Security								
	Medicare				7.29	7.29			
	Medicare Surtax								
	Federal Unemployment Tax								
	Subtotal Federal				7.29	7.29	14.58		
	FMLA-PSL Payments Credit								
	FMLA-PSL ER FICA Credit								
	FMLA-PSL Health Care Premium	Credit							
	Employee Retention Qualified Pay	ments Cre							
	Employee Retention Qualified Hea	alth Care							
	Cobra Premium Assistance Paym	ents							
	Total Federal				7.29	7.29	14.58		
	Total Taxes		.00	.00	7.29	7.29	14.58		
	Amount ADP Debited From Ac	count XXXXX3688	3 Tran/	ABA XXXXXXX	x			14.58	Excludes Taxes That Are Your Responsibility
Other	ADP Direct Deposit				479.45				2 Employee Transactions
Transfers	Amount ADP Debited From Ac	count XXXXX3688	3 Tran/	ABA XXXXXXX	x		<u> </u>	479.45	
Tatal An	unt ADP Debited From Your Acc							494.03	

CITY OF SOUTH PASADE

Company Code: R8V

Region Name: SOUTHEAST MAJOR ACCOUNT 38

Batch : **6996** Quarter Number: 4 Service Center: 030

Period Ending: 11/30/2021 Pay Date: 12/06/2021 Current Date : 12/03/2021



City Council Agenda Report

ITEM NO. 9

DATE:

December 15, 2021

FROM:

Arminé Chaparyan, City Manager

PREPARED BY:

Mary Jerejian, Management Analyst

SUBJECT:

Receive and File Report to Extend Commission Appointments until

March 31, 2022

Recommendation

It is recommended that the City Council receive and file this report to extend Commission appointments until March 31, 2022 in order for the City Manager's office to conduct a deep dive analysis on the City's current Commissions in February, 2022, for a final item to be brought back to City Council for Commission Selections by March 31, 2022.

Fiscal Impact

There is no fiscal impact.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Background

The City of South Pasadena's City Council has established a variety of advisory bodies to review City programs, projects, and community issues. Members of the community participate in recruitment to join advisory positions through the City Clerk's division, and are appointed by the Mayor to provide such recommendations to the City Council.

Per the South Pasadena Municipal Code 2.26, the term of office of each board member of commissioner shall be for the appointed term three years or until their respective successors are appointed and qualify, and a commissioner may serve for not more than two consecutive full terms.

Per the South Pasadena Municipal Code 2.31, the last sentence states that periodically, in order to insure that commissions are functioning as efficiently as possible, and to assess whether commissions still warrant expenditure of limited resources, the City Council will conduct assessments of the commissions and their processes (Ord. No. 2187 § 2, 2009.)

With these codes in consideration, the City Manager's office is in the process of conducting a thorough analysis regarding the current commissions within the City. This analysis will be conducted in order to provide the City Council with updated information on current issues and

Receive and File Report to Extend Commission Appointments until March 2022 December 15, 2021 Page 2 of 2

possible changes to improve the impact the Commissions have on City issues. The Commission analysis will be brought back to Council during a February, 2022 City Council Regular Meeting.

The Management Analyst within the City Manager's department has begun meeting with staff liaisons to each Commission to obtain more information on each commission, and will continue to meet with other stakeholders in the community within the next two months. The Management Analyst will also be working with the soon-to-be-hired Deputy City Manager to finalize the analysis before it is brought before council in February, 2022.

The City Manager's office will also work with staff to create a new roster of eligible commissioners for re-appointment. According the staff liaisons of each commission, there are three individuals who will be impacted by the extensions due to being ineligible for reappointment. The City Clerk's office has contacted each commissioner notifying them.

Analysis

The City Council's approval of appointment extensions will allow sufficient time for a pool of qualified candidates to apply for Commissions, and allow time for the City Manager's office to conduct an analysis of the current state of Commissions within the City.

The City's municipal codes regarding Commissions and appoints allow for the City Council to extend appointments until qualified candidates are appointed and allows for City Council to conduct studies and or an analysis on current Commissions.

It is therefore recommended that the City Council receives and files this report inform Council of the extension of commission applications until March 31, 2022.

Public Notification of Agenda Item

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



City Council Agenda Report

ITEM NO. 10

DATE:

December 15, 2021

FROM:

Arminé Chaparyan, City Manager

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.

Discussion/Analysis

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.

Emergency Declaration/AB 361 December 15, 2021 Page 2 of 4

• 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.

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

Emergency Declaration/AB 361 December 15, 2021 Page 3 of 4

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), and on December 1, 2021 (Resolution No. 7741).

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 variant. The Los Angeles County Department of Public Health continues to track variant cases in Los Angeles County. The most dominant circulating variant in the County continues to be the highly transmissible Delta variant.

Legal Review

The City Attorney's office has reviewed this item.

Emergency Declaration/AB 361 December 15, 2021 Page 4 of 4

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.

Public Notification of Agenda Item

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

Attachment:

1. 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 DECEMBER 16, 2021 THROUGH JANUARY 15, 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,

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- 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 No. 7734 and 7739), and December 1, 2021 (Resolution No. 7741); 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 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; and
- WHEREAS, as recently as September 28, 2021, the Los Angeles County Public Health Officer issued latest revised order, Responding Together At Work and In the Community, to clarify that starting November 1, 2021, operators of Outdoor Mega Events are required to cross-check proof of full vaccination or negative COVID-19 viral test result against a photo identification for all attendees who are 18 years of age or older.
- 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

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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 January 15, 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 15th day of December, 2021.

	Diana Mahmud, Mayor
ATTEST:	APPROVED AS TO FORM:
Christina Munoz Deputy City Clerk	Andrew L. Jared, City Attorney

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City Council Agenda Report

ITEM NO. 11

DATE:

December 15, 2021

FROM:

Arminé Chaparyan, City Manager

PREPARED BY:

Angelica Frausto-Lupo, Community Development Director

Margaret Lin, Deputy Community Development Director

SUBJECT:

Authorize the City Manager to Execute Contract Amendments to

Extend the Contract Terms for the 2021-2029 Housing Element,

General Plan Update/Downtown Specific Plan, Program

Environmental Impact Report, and Inclusionary Housing In-Lieu Fee

Ac

Study

Recommendation

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

- First Amendment to the PlaceWorks Professional Services Agreement (PSA) for the 2021-2029 Housing Element to extend the contract term to complete the existing scope of work;
- Second Amendment to the PlaceWorks PSA for the General Plan Update/Downtown Specific Plan (GP/DTSP) to extend the contract term to complete the existing scope of work; and
- 3. Third Amendment to the Psomas PSA for the Program Environmental Impact Report (PEIR) to extend the contract term to complete the existing scope of work; and
- 4. First Amendment to the Economic and Planning Systems, Inc. (EPS) PSA for the Inclusionary Housing In-Lieu Fee Study to extend the contract term to complete the existing scope of work.

Discussion/Analysis

2021-2029 Housing Element

Due to changes in state legislation (AB 1398) the City is no longer required to adopt the Housing Element before February 11, 2021 or risk being placed on a four-year housing cycle. As a result staff is anticipating to finalize the Housing Element for adoption in Spring 2022. The change in schedule requires a contract amendment in order to finalize the existing scope of work; and no modifications to the scope of work or budget are being proposed.

General Plan/Downtown Specific Plan

The GP/DTSP was placed on hold in order to incorporate the programs and policies from the Housing Element and ensure internal consistency between the plan documents. Consequently, the changes in the Housing Element schedule have resulted in change to the GP/DTSP as well.

Community Development Contract Amendments December 15, 2021 Page 2 of 3

Staff is anticipating releasing the revised draft GP/DTSP in Winter 2022 and to prepare the final GP/DTSP for adoption in Spring 2022. Similar to the Housing Element, the changes to the schedule for the GP/DTSP will require a contract amendment to extend the contract term to finalize the current scope of work, but no changes to the scope of work or budget are being requested.

Program Environmental Impact Report

The Draft PEIR for the Housing Element and GP/DTSP is anticipated to be released in Winter 2022 with adoption of the final PEIR in Spring 2022. The change to the PEIR timeline will require a contract amendment to finalize the existing scope of work. However, no modifications to the scope of work or budget will be required.

Inclusionary Housing In-Lieu Fee Study

Due to staff shortages the Inclusionary Housing In-Lieu Fee Study was postponed to November 2021. As a result of the delay, a contract amendment will be needed to extend the contract term to finish the original scope of work. No modifications to the scope of work or budget are being proposed at this time.

Next Steps

- 1. January 2022:
 - a. Incorporate feedback from the public, Planning Commission, Council and California Department of Housing and Community Development (HCD) into the draft Housing Element and resubmit for a second review by HCD
 - b. Re-release the Draft GP/DTSP
 - c. Release the Draft PEIR
- 2. Spring 2022:
 - a. Present the recommendations from the Inclusionary Housing In-Lieu Fee Study to the City Council for consideration
 - b. Adopt the Final Housing Element
 - c. Adopt the Final GP/DTSP
 - d. Adopt the Final PEIR

Background

2021-2029 Housing Element

On March 4, 2020, the City Council authorized the City Manager to execute a contract with PlaceWorks to develop the 2021-2029 Housing Element in the amount of \$267,598 with a contract termination date of December 31, 2021.

General Plan/Downtown Specific Plan

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

Community Development Contract Amendments December 15, 2021 Page 3 of 3

Program Environmental Impact Report

On April 17, 2019, the City Council authorized the City manager to execute a contract with Psomas to complete the PEIR in the amount of \$98,480. On November 6, 2019, the City Council authorized the first contract amendment to adopt a Vehicle Miles Traveled threshold in accordance with state law for an additional \$41,982. The revised contract amount was increased to a total not-to-exceed amount of \$140,462. On March 4, 2020 the City Council authorized the second amendment to Psomas to include the environmental analysis for the Housing Element. The amendment increased the contract amount by \$88,797, for a total not-to-exceed amount of \$229,259 and a contract termination date of December 31, 2021.

Inclusionary Housing In-Lieu Fee Study

On July 7, 2021, the City Council authorized the City Manager to execute a contract with EPS to conduct an Inclusionary Housing In-Lieu Fee Study. The PSA included the development of affordable housing program recommendations in an amount not-to-exceed \$73,345 with a contract termination date of December 31, 2021.

Fiscal Impact

The proposed contract amendments would extend the contract terms and do not include any modification to the scope of work or budget. Therefore, no fiscal impacts would occur with the approval of the contract amendments.

Public Notification of Agenda Item

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

Attachments:

- 1. Housing Element PSA
- 2. Contract Amendment PlaceWorks Housing Element
- 3. GP/DTSP PSA
- 4. Contract Amendment PlaceWorks GP/DTSP
- 5. PEIR PSA
- 6. Contract Amendment Psomas
- 7. EPS PSA
- 8. Contract Amendment EPS

ATTACHMENT 1

Housing Element PSA

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of South Pasadena / PlaceWorks, Inc.)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of South Pasadena, a California municipal corporation ("City"), and PlaceWorks, Inc. ("Consultant").

2. RECITALS

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

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

3. DEFINITIONS

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

Professional Services Agreement – Consultant Services Page 1 of 25

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

4. TERM

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

5. CONSULTANT'S DUTIES

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

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

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

6. SUBCONTRACTING

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

7. COMPENSATION

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

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

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Consultant shall defend, indemnify, and hold the City, tis elected officials, officers, employees, and agents free and harmless form 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

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

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- 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.

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- 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.
- Insurance Not a Substitute. City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1. Insurance Required. Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. Documentation of Insurance. City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
 - Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: City of South Pasadena Housing Element Update
 - Documentation of Best's rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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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.

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- 12.7. Professional Liability Insurance or Errors & Omissions Coverage. The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. Claims-Made Policies. If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. Additional Insured Endorsements. The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. Failure to Maintain Coverage. In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured

Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Margaret Lin, Manager of Long Range Planning and Economic Development, South Pasadena, CA 95945.

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

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

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

13. MUTUAL COOPERATION

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

14. NOTICES

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

If to City

Margaret Lin
City of South Pasadena
Planning and Community Development
Department
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7240

With courtesy copy to:

Facsimile: (626) 403-7241

Teresa L. Highsmith, Esq.
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd. Ste. 850
Pasadena, CA 91101
Telephana (213) 542, 5700

Telephone: (213) 542-5700 Facsimile: (213) 542-5710

If to Consultant

Jennifer Gastelum Placeworks, Inc. 700 South Flower Street, Suite 600 Los Angeles, CA 90017 Telephone: (213) 623-1443

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.

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- 16.2. Consultant Termination. Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. Compensation Following Termination. Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. Headings. The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

17.6. No Presumption Against Drafter. Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. Confidentiality. All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. Conflicts of Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. Non-assignment. Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. Binding on Successors. This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. Time of the Essence. Time is of the essence for each and every provision of this Agreement.
- 18.7. Non-Discrimination. Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the

following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

- 18.8. Waiver. No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. Remedies Non-Exclusive. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. Attorneys' Fees. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

"City of South Pasadena City of South Pasadena By Stephanie De Wolfe 10552E2875BD434	"Consultant" PlaceWorks, Inc. By:
Printed: Stephanie DeWolfe	Signature Printed: Keith McCann
Title: South Pasadena City Manager	Title: CEO
Date: 6/11/2020	Date: 3-16-20
Attest: By: For: Evelyn G. Zheimer, City Clerk Date: D	Maria E. Ayala, Chief City Clerk
Approved as to form:	
By: Teresa L. Highsmith, City Attorney	
Date:6/11/2020	

Exhibit A Scope of Work

Task 1. Project Administration

Task 1.1 Project Kick-off Meeting

Consultant will schedule a kick-off meeting with City Staff and the City's environmental consultant to discuss project expectations regarding coordination, reporting, outreach deliverables, and all relevant project information including scope of work/schedule, housing element legal requirements, new State laws, needed amendments to the Housing Element, updates to the Land Use, Safety, and other potential General Plan elements, and list of data needs.

Deliverables: Meeting summary with project goals, objectives, and action items

Task 1.2 Project Schedule Development

Consultant will work with City Staff to draft and finalize a project schedule within 10 working days. The project schedule will include the tasks and milestones discussed at the kick-off meeting to ensure the City meets the Housing Element adoption date of October 15, 2021. The schedule will include project milestones (tasks) with time for staff review of work products throughout the project, public outreach timeline with public meetings and anticipated commission and council hearings, compliance with SB 15 and AB 52 regulations, anticipated environmental review timeline based on conversations with the environmental consultant, and timelines for response to HCD review and certification of the Housing Element Update.

Deliverables: Draft and final project schedule; and monthly schedule updates

Task 1.3 Project Coordination

Consultant will meeting with City Staff for a minimum of 15 progress meetings over the course of the project to review its status and ensure objectives/milestones are being achieved. At least 10 of these check-ins will be conducted as conference calls. Consultant will prepare a meeting summary, including action items, for each meeting. As needed, Consultant will coordinate with staff to prepare presentations to the City and/or stakeholders as necessary. Consultant will review and provide recommendations on the City's Local Early Action Planning Grant application.

Deliverables: 15 progress meetings; meeting summaries; and presentations as needed

Task 1.4 Regional Housing Needs Assessment Support

Consultant will work with the City as needed to research and address questions and concerns related to the RHNA process. Consultant will provide initial consultation on the appeal process; develop a timeline for RHNA review and appeal; and participate in the official appeal process. City staff reserves the right to place the subsequent tasks on hold to address any significant changes to the RHNA methodology and allocations (please see attached Project Schedule).

Deliverables: RHNA feedback and timeline

Professional Services Agreement – Consultant Services
Page 16 of 25

Task 2. Housing Element Amendment

Task 2.1 Current Housing Element Review

Consultant will review and evaluate the current 2014-2021 Housing Element to determine the revisions that must be made to comply with State law and HCD requirements. Consultant will prepare a summary of all outdated information, tables, exhibits, and illustrations and will provide this to City Staff for review and approval, prior to any information being deleted. Consultant will also work with City Staff to determine the status, effectiveness, and appropriateness of the current 2014-2021 housing programs; and gather all available information regarding specific accomplishments. Consultant will evaluate each program for compliance with State housing laws and identify and document any omissions or deficiencies.

Deliverables: Summary of outdated information; and review of existing housing programs

Task 2.2 Housing Assessment and Needs Analysis

Consultant will update the needs analysis pursuant to Government Code Section 65583 with data from the 2010 US Census and if available, 2020 US Census (available April 2020), American Community Survey, and other relevant sources. The analysis will include: population and demographics, household characteristics, employment/income, housing stock characteristics, housing cost/affordability, special housing needs, fair housing assessment, at-risk housing, and opportunities for energy conservation.

Deliverables: Updated Needs Assessment

Task 2.3 Housing Parcel Identification Analysis

Consultant will evaluate the current General Plan/Mission Street Specific Plan (MSSP) to identify existing capacity. Consultant will also use the current site inventory as a starting point and work with the City to determine which sites are viable RHNA sites based on new state law requirements; including, but not limited to: additional analysis for sites smaller than one-half acre, larger than 10 acres; additional analysis for underutilized sites; identify sites include in the past two housing element cycles that are now required to allow affordable housing by-right; identify if sites are publicly owned; and indicate whether a site has available or planned and accessible infrastructure. Consultant will work with the City to identify additional sites through the General Plan update process and coordinate with the environmental consult to have the General Plan EIR evaluate these sites. Approach will include incorporating the RHNA allocation, documentation of potential sites, investigate alternative RHNA credits, and ensuring sites affirmatively further fair housing. Consultant will complete an analysis of non-vacant sites to address a portion of the RHNA, including the development potential within the planning period by considering the extent that a non-vacant site's existing use impedes additional residential development, the City's past experience converting existing uses to higher density, market trends and conditions, and regulatory or other incentives/standards that encourage additional housing development on non-vacant sites. Consultant will determine if parcels included in the inventory have sufficient, water, sewer, and dry utilities (public safety, schools, etc.) supply available and accessible to support housing development. The analysis will include sufficient detail to determine whether the service levels of water delivery/treatment systems and sewer treatment facilities are sufficient and have capacity to accommodate development on all identified sites in order to accommodate the RHNA. The analysis will include the identification of how many units are feasible on each site and what income category they are appropriate for based on state approved methodology.

> Professional Services Agreement – Consultant Services Page 17 of 25

If suitable sites to meet the RHNA cannot be identified through the inventory of appropriately zoned vacant and non-vacant sites additional analysis will be conducted. This analysis will include evaluation of changes to City zoning to accommodate additional units including increasing densities, increasing building heights, re-designating/rezoning additional sites or other techniques. This analysis will help identify the preferred additional sites or changes to regulations in order to meet the City's RHNA.

After City Council review of the Housing Parcel Identification Report and direction from Council regarding actions to take related to sites and meeting the RHNA, Consultant shall revise the draft General Plan Update to reflect actions taken by the Council. These actions may include rezoning and/or updates to development standards among other things.

Deliverables: Housing Parcel Identification Report will include the housing parcel identification analysis, underutilized sites analysis, feasibility of infill and densities analysis, and infrastructure analysis; Administrative Draft; Public Draft; Final Draft of the Report (In-Design, PDF format, and 8 hard copies); revisions to the General Plan Update resulting from City Council direction related to the Housing Parcel Identification Report will be included in the draft General Plan Update

Task 2.4 Housing Production Constraints Analysis

Consultant will update the analysis of potential and actual governmental and non-governmental constraints to meeting housing needs, including constraints on maintenance, improvement, and development of housing (pursuant to Government Code Section 65583(a)(4, 5)). Potential constraints to be reviewed include the current draft General Plan Update/Downtown Specific Plan, land use controls, fees and exactions, permit processing procedures, building code and code enforcement, land and construction costs, and the availability of financing. Consultant will identify potential programs and strategies to reduce or remove identified constraints to comply with recent updates to state housing law. Consultant will review the City's Accessory Dwelling Unit (ADU) Ordinance to identify revisions to accommodate more housing units through ADUs. Consultant will update financial and programmatic resources available for affordable housing programs, including local and state funding programs, as well as private sector resources. Consultant will assess current and potential housing programs to recommend future programs that will support the City's housing objectives.

Deliverables: Housing Production Constraints Analysis; and housing resources and opportunities

Task 2.5 General Plan Consistency

Consultant will revise the Housing Element to ensure consistency with other General Plan Update elements, compliance with State law, and certification by October 2021.

Deliverables: Housing Element update consistent with the General Plan Update and State Law

Task 2.6 Revised Maps and Figures

Consultant will revise maps and figures in the Housing Element and other elements of the General Plan to ensure consistency throughout the General Plan Update document.

Deliverables: Revised Maps and Figures

Professional Services Agreement – Consultant Services Page 18 of 25

Task 2.7 Housing Goals, Policies, Programs, and Quantified Objectives

Consultant will work with City Staff to update and propose new goals, policies, programs, and quantified objectives (pursuant to Government Code Section 65583 et. sq.) to address identified housing needs and constraints based on the effectiveness and continued appropriateness of existing programs, information received through public outreach, the analysis of constraints, and findings from the needs assessment. Programs will describe specific steps for implementation and will identify a time frame and responsible department. Programs will address all new state requirements since adoption of the existing Housing Element; consistency and compliance with the rest of the General Plan elements and community goals; development controls and regulatory incentives; working to provide housing opportunities for all City residents, including the elderly, veterans, those with disabilities, the homeless, and other special needs groups; fair housing programs; sources of affordable housing funding; preserving and improving existing affordable housing; facilitating development of adequate housing and infrastructure to meet the needs of low and moderate-income households in keeping with the regional fair share allocation; and mitigating any governmental constraints to providing and improving housing.

Deliverables: Housing goals, policies, programs, and quantified objectives to be incorporated into the administrative draft Housing Element

Task 3. Community Engagement and Public Hearings

Task 3.1 Community Outreach Program

Consultant will prepare a community outreach program that meets HCD standards and meaningfully engages a broad array of community interest in the Housing Element update process. The community outreach program will include surveys, noticing, mailers, newsletters, and coordination with stakeholder groups. Consultant will work with City Staff to prepare branded outreach materials for distribution and communication/advertising purposes. Consultant will submit the outreach program to the City for review, comment, and approval within 60 days of contract engagement. Consultant will hold a General Plan Update workshop and six additional workshops early in the process to get input and direction (four of the workshops will focus on parcel identification and two will focus on housing policy development). The Consultant will also hold one meeting with the Chamber of Commerce focused on parcel identification. Two additional public meetings will be held during the Draft Housing Element Review period. The Consultant will hold 6 public hearings with the Planning Commission and City Council. The 6 public hearings will include one working draft (including the sites analysis in Task 2.3) meeting with the Planning Commission, one working draft (including the sites analysis in Task 2.3) meeting with the City Council, one Public Review draft with the Planning Commission, one Public Review draft with the City Council, one final with the Planning Commission, one final with the City Council. Consultant will document input received at the public meetings and hearings.

Deliverables: Draft and Final Community Outreach Program; attendance at 10 public meetings (1 General Plan Workshop, 4 parcel identification workshops, 2 housing policy development, 1 Chamber of Commerce meeting, and 2 public review period meetings); and attendance at 6 public hearings

Task 3.2 Presentation Materials

Professional Services Agreement – Consultant Services Page 19 of 25 Consultant will prepare or assist in the preparation of draft staff reports, exhibits, and presentations to the Planning Commission and City Council. This will include all workshop materials, including an email announcement and flyer advertising the workshops, informational posters/boards, PowerPoint presentation, and a summary report of community feedback

Deliverables: Draft staff reports and exhibits as requested; all workshop materials; and summary report of community feedback.

Task 4. Environmental Coordination

Task 4.1 Coordination with Environmental Consultant

Consultant understand that the City will include the Housing Element update within the EIR for the General Plan Update that is currently underway. Consultant will coordinate with the City's General Plan EIR consultant to provide them with the necessary project information for them to analyze and complete the environmental review.

Deliverables: Coordination with Environmental Consultant

Task 4.2 Response to Comments

Consultant will review project specific (non-environmental) public comments and response to comments as necessary.

Deliverables: Response to Comments

Task 5. Facilitation of Review and Approval of General Plan Amendments

Task 5.1 Administrative Draft Housing Element

Consultant will provide City Staff with an Administrative Draft Housing Element for review. The draft will include all sections of the Housing Element as a single submittal. City Staff will provide one consolidated and reconciled set of City Comments on the draft.

Deliverables: Administrative Draft Housing Element in Microsoft Word format

Task 5.2 Public Review Draft Housing Element

Consultant will work with City Staff to review comments/suggestions on the Administrative Draft and prepare a Public Review Draft for public review and comment and for submittal to HCD for the initial 60-day review. Consultant will work with HCD to ensure all requirements are addressed. Consultant will provide the draft via email to all interested parties and agencies to continue public outreach throughout the drafting of the element.

Deliverables: 8 hard copies and one electronic copy of the Public Review Draft Housing Element in Microsoft Word and PDF format

Task 5.3 Final Draft Housing Element

Consultant will prepare a Final Draft that incorporates any changes to the Public Draft from the Planning Commission, City Council, City Staff, and HCD. Consultant will work with City Staff to meet all HCD deadlines and requirements. Consultant will prepare the Final Draft in sufficient time for the Planning Commission and City Council to hold final recommendation and adoption hearings in order to meet the required deadline for adoption.

Deliverables: 8 hard copies, one electronic copy, and two USB copies of the Final Draft Housing Element in Microsoft Word and PDF format

Task 5.4 State Certification and City Adoption

Consultant will maintain strong working relationships with HCD reviewers and serve as the City's liaison to HCD for the submittal of the Draft Housing Element to HCD; meetings and conference calls with City Staff and HCD to discuss comments; incorporating HCD's requested revisions; and submission of the Final Draft to HCD for review and approval.

Deliverables: Two submittals to HCD including cover letters, the review checklist, and printed copies of the Housing Element with highlighted changes and additions; emails and memorandums to address HCD questions and comments, as needed; memos with proposed revisions to the Housing Element resulting from HCD comments incorporated into the Housing Element in strikethrough format for review and approval by City Staff

Task 5.5 Public Notice

Consultant will prepare and carry out the appropriate public noticing and required consultation and notification for General Plan Amendments per local and state regulations. Consultant will coordinate with City Staff to allow for adequate review and oversight of noticing materials and activities. Consultant will ensure all appropriate tribal noticing and consultation in accordance with statutory timelines have been met.

Deliverables: All public noticing materials.

Task 6. SB 18 and AB 52 Consultation

Consultant will complete the online form to request the current tribal list from the Native American Heritage Commission (NAHC) in accordance with SB 18 and draft letters to each of the tribes for placement on City letterhead inquiring whether they want consultation. Consultant will also reach out to any tribes that have been notified by the City that they wish to be consulted as part of the AB 52 process. Consultant will facilitate and attend the consultations if requested. Following the consultation meeting, Consultant will provide the written outcome of the process and a record for the environmental documentation showing that AB 52 consultation has been completed prior to circulation of the Public Review Draft.

Deliverables: Draft letter to NAHC; draft letters to identified tribes; facilitation, attendance, and documentation of requested consultations; and written results of consultation including closure of AB 52 consultation

Task 7. Economic Site Analysis

Consultant will prepare a conceptual site plan for up to three opportunity sites to maximize the development potential under current development code standards to demonstrate that target densities can be achieved. Consultant will prepare a pro forma analysis to assess the financial feasibility of developing each site with the conceptual site plan, based on current market conditions.

Deliverables: Technical memorandum demonstrating the feasibility of infill

Task 8. Rezoning to Meet the RHNA (as needed)

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Approved For Use 11/15/16

Consultant will work with the City to provide advice and to review zoning text amendments to assist in completing the required rezoning if it has been determined that the City is in a shortfall of sites.

Deliverables: Zoning text amendment recommendations

Task 9. Analysis of Disadvantaged Unincorporated Communities (as authorized by City Staff)

Task 9.1 Initial Analysis to Determine Disadvantaged Communities (DUCs)

Consultant will complete an initial review to determine whether any disadvantaged communities exist in the City's sphere of influence or are surrounded by the City that meet the requirements of SB 244 analysis prepared during the 2014-2021 housing element update process as a starting point.

Deliverables: Analysis to address the requirements of SB 244

Task 9.2 Complete Analysis of Identified DUCs

If needed, Consultant will identify any DUCs and prepare a map identifying any such areas; review water, wastewater, storm water drainage, and structural fire protection needs in unincorporated communities with ten or more dwellings and analyze financing mechanisms that could feasibility be used to extend services to those communities; work with City Staff to determine whether the City is in the process of or will in the near future annex any areas from unincorporated County; and work with the City to determine whether any local developers may be impacted by the annexation piece in SB 244. Consultant will analyze the requirements of SB 244 and prepare a memo for City Staff to present at a public hearing to address the requirements.

Deliverables: Memo analyzing whether the identified DUCs are underserved by infrastructure or services

Task 9.3 Amendment of the Land Use Element

Consultant will work with City Staff to prepare policies to be included in the Land Use Element or other applicable General Plan Elements, if needed. Consultant will provide suggested funding sources to address the identified service or infrastructure deficiencies identified.

Deliverables: Memo containing proposed policy language and amendments to amend the Land Use Element or other applicable General Plan Elements as well as potential funding sources to address the requirements of SB 244

Task 10. Visual Simulations for Housing Sites (as authorized by City Staff)

Consultant will prepare up to eight (8) visual simulations of potential changes to densities and development standards (e.g. heights, setbacks) for housing sites under consideration as part the Housing Parcel Identification Report in Task 2.3. The visual simulations would portray infill housing contextually with surrounding development.

Deliverables: Visual simulations included in the Housing Parcel Identification Report

Exhibit B Budget/Fee Schedule

<u>Task</u>	Hours	<u>Labor</u> <u>Cost</u>	<u>Total</u>
Task 1 Project Administration	124	\$22,215	\$22,659
1.1 Project Kick-off Meeting	22	\$4,035	\$4,116
1.2 Project Schedule Development	32	\$5,100	\$5,202
1.3 Project Coordination	52	\$9,760	\$9,955
1.4 RHNA Support	18	\$3,320	\$3,386
Task 2 Housing Element Amendment	476	\$69,315	\$70,701
2.1 Current Housing Element Review	24	\$2,880	\$2,938
2.2 Housing Assessment and Needs Analysis	41	\$4,460	\$4,549
2.3 Housing Parcel Identification Analysis	305	\$46,935	\$47,874
2.4 Housing Production Constraints Analysis	41	\$4,460	\$4,549
2.5 General Plan Consistency	8	\$800	\$816
2.6 Revised Maps and Figures	11	\$2,040	\$2,081
2.7 Housing Goals, Policies, Programs, and Quantified Objectives	46	\$7,740	\$7,895
Task 3 Community Engagement and Public hearings	276	\$45,030	\$45,931
3.1 Community Outreach Program	178	\$31,490	\$32,120
3.2 Presentation Materials	98	\$13,540	\$13,811
Task 4 Environmental Coordination	24	\$3,760	\$3,836
4.1 Coordination with Environmental Consultant	8	\$1,280	\$1,306
4.2 Response to Comments	16	\$2,480	\$2,530
Task 5 Review and Approval of General Plan Amendments	153	\$22,160	\$22,605
5.1 Administrative Draft Housing Element	40	\$5,680	\$5,794
5.2 Public Review Draft Housing Element	8	\$1,280	\$1,306
5.3 Final Draft Housing Element	8	\$1,280	\$1,306
5.4 State Certification and City Adoption	59	\$8,980	\$9,160
5.5 Public Noticing	38	\$4,940	\$5,039
Task 6 SB 18 and AB 53 Consultation	14	\$2,000	\$2,040
Task 7 Economic Site Analysis	156	\$21,135	\$21,558
Task 8 Rezoning to Meet the RHNA (as needed)	30	\$4,760	\$4,855
Task 9 Analysis of DUCs	64	\$8,780	\$8,955
9.1 Initial Analysis to Determine Disadvantaged Communities	18	\$2,620	\$2,672
9.2 Complete Analysis of Identified DUCs	24	\$3,170	\$3,233
9.3 Amendment of the Land Use Element	22	\$2,990	\$3,050
Task 10 Visual Simulations for Housing Sites	278	\$31,680	\$32,314
Reimbursable Expenses/Direct Costs			\$8,602
Subtotal for Tasks 1-8 and Rei	mbursable	Expenses	\$202,784
TOTAL FOR TASKS 1-8 WITH 10 PERCE			\$222,202
Subtotal for Tasks 1-10 and Rei			\$244,053
TOTAL FOR TASKS 1-10 WITH 10 PERCE			\$267,598

PlaceWorks Staff	Hourly Rate
Gastelum, Principal in Charge	\$195
Tescher, Principal/Local Technical Advisor and Public Outreach	\$240
Sinsheimer, Project Manager	\$160
Nettler, Assistant Project Manager and Outreach Lead	\$195
Walsh, Senior Associate	\$150
Campi, Associate Planner and Outreach Materials	\$140
Wuyek, Associate, Public Outreach	\$135
Shepard, Project Planner	\$100
Kain, GIS	\$195
Graphics	\$110
Technical Editor	\$135
Word Processing/Clerical	\$90

Project Schedule

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Following Task 1.4 RHNA Support: City staff reserves the right to place the subsequent tasks on hold to address any significant changes to the RHNA methodology and allocations.

Professional Services Agreement – Consultant Services Page 25 of 25

ATTACHMENT 2

Contract Amendment - PlaceWorks Housing Element

FIRST AMENDMENT TO AGREEMENT FOR SERVICES

THIS AMENDMENT ("Amendment") is made and entered into on the 15th day of December, 2021 by and between the CITY OF SOUTH PASADENA ("City") and PlaceWorks. ("Consultant").

RECITALS

WHEREAS, on March 4, 2020, the City Council authorized the City Manager to execute a contract with PlaceWorks to develop the 2021-2029 Housing Element;

WHEREAS, the Term of the Agreement is through December 31, 2021, with the option to extend upon written agreement of the parties;

WHEREAS, on September 28, 2021, Governor Newsom signed Assembly Bill 1398 which removed the requirement to adopt a certified Housing Element before February 11, 2021 or risk jurisdictions being placed on a four-year housing cycle;

WHEREAS, on October 22, 2021, the Consultant submitted the draft 2021-2029 Housing Element to the California Department of Housing and Community Development for a 60-day review; and

WHEREAS, the City and Consultant desire to extend the contract until the project has been completed.

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

- 1. PARAGRAPH 3.7 "Termination Date" is amended to read: Completion of the project or upon cancellation by the City.
- 2. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

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

"CITY"	"Consultant"	
City of South Pasadena	PlaceWorks	
By:	By:	
Signature	Signature	
Printed: Arminé Chaparyan	Printed:	
Title: City Manager	Title:	
Date:	Date:	
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Attest:		
By:		
Christina Muñoz, Deputy City Clerk		
Date:		
Approved as to form:		
By:		
Andrew Jared, City Attorney		
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ATTACHMENT 3 GP/DTSP PSA

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of South Pasadena / PlaceWorks, Inc.)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of South Pasadena, a California municipal corporation ("City"), and PlaceWorks, Inc. ("Consultant").

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: Provide revisions of the draft General Plan Update and Downtown Specific Plan previously created by a separate consultant (Rangwala Associates); conduct public workshops and focus group meetings; and participate in Planning Commission and City Council public hearings.
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 et seq.), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. **DEFINITIONS**

- 3.1. "Scope of Services": Such professional services as are set forth in Consultant's March 25, 2019, proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. "Agreement Administrator": The Agreement Administrator for this project is David Bergman. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

Professional Services Agreement – Consultant Services
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- 3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is One Hundred Twenty-Eight Thousand Seven Hundred Thirty Three Dollars (\$128,733.00).
- 3.5. "Commencement Date": April 17, 2019.
- 3.6. "Termination Date": December 31, 2019

4. TERM

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

5. CONSULTANT'S DUTIES

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

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

Professional Services Agreement - Consultant Services

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, tis elected officials, officers, employees, and agents free and harmless form 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.

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- 10.2. No Agent Authority. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 10.3. Independent Contractor Status. Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. Indemnification of CalPERS Determination. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 Consultant to Indemnify City. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City. Consultant shall not be required to

- indemnify City for loss or damage to the extent caused by the negligence or willful misconduct of prior consultant, Rangwala Associates.
- 11.4 Attorneys Fees. Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 Waiver of Statutory Immunity. The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7 Indemnification by Subcontractors. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8 Insurance Not a Substitute. City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1. Insurance Required. Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
 - Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: General Plan and Downtown Specific Plan Revisions and Public Review and Hearings
 - Documentation of Best's rating acceptable to the City.

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- 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

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

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

13. MUTUAL COOPERATION

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

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

14. NOTICES

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

If to City

Margaret Lin
City of South Pasadena
Planning and Building Department
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7240

With courtesy copy to:

Facsimile: (626) 403-7241

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

If to Consultant

Woodie Tescher 700 South Flower Street, Suite 600 Los Angeles, CA 90017 Telephone: (213) 623-1443

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

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- 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

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term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

17.6. No Presumption Against Drafter. Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. Confidentiality. All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. Conflicts of Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. Non-assignment. Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. No Third-Party Beneficiaries. Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. Time of the Essence. Time is of the essence for each and every provision of this Agreement.

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- 18.7. Non-Discrimination. Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. Waiver. No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. Excused Failure to Perform. Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. Work Product Transfer. The City absolves Consultant of any errors or deficiencies associated with work products transferred from Rangwala Associates for inclusion in the General Plan Update and Downtown Specific Plan.
- 18.11. Remedies Non-Exclusive. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.12. Attorneys' Fees. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.13. Venue. The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

"City" City of South Pasadena By: Signature	"Consultant" PlaceWorks By: Signature
Printed: Stephanie DeWolfe	Printed: Woodie Tescher
Title: South Pasadena City Manager	Title: Principal, PlaceWorks
Date: 4 17 19	Date: 5. 1, 2019
Attest: By: Quelyn J., Zne Evelyn G. Zne mer, City Clerk Date: 4/17/19	
Approved as to form:	
By:	

Exhibit A Scope of Services



April 9, 2019

City of South Pasadena Attn: David Bergman, Interim Director Planning and Building Department 1414 Mission Street South Pasadena, CA 91030

Subject: Proposal for General Plan and Downtown Specific Plan Revisions and Public Review and

Hearings

Dear Mr. Bergman:

PlaceWorks is pleased to submit this proposal to the City of South Pasadena to prepare revisions to the draft updated General Plan and Downtown Specific Plan, conduct public workshops and focus group meetings, and participate in Planning Commission and City Council public hearings. This submittal presents our Proposed Scope of Services, Estimated Budget, and resumes of staff to be involved in the work program. It is assumed that the work will be completed in a six [6] month time period and a detailed project schedule will be prepared on notification to proceed. The budget estimate is presented in considerable detail, listing costs by task and work product. We are flexible and will modify the scope and budget as necessary in consideration of the City's available resources.

It is understood that the City will transmit to PlaceWorks digital files and maps used in developing the preliminary draft General and Specific Plan as sources for the preparation of final public hearing documents. It is also understood that City staff will participate in meetings and hearings responding to questions regarding previously prepared content of the draft plans for which PlaceWorks was not responsible. Finally, it is understood that Psomas will be responsible for completion of the draft and final Environmental Impact Reports.

We respect the considerable energy, time, and creativity that have been invested in developing the draft plan documents and will work closely with City staff and the community to take the next step in transforming these into vital and persuasive tools to achieve South Pasadena's visions for the future.

PlaceWorks is a California S-Corporation and Woodie Tescher is authorized to represent the firm. He can be contacted at wtescher@placeworks.com and at 213.623.1443.

Sincerely,

PLACEWORKS

Woodie Tescher

Principal, Planning + Urban Design

700 S. Flower Street, Suite 600 | Los Angeles, Culderma 90017 | 213.623 1443 | PlaceWorks.com

CITY OF SOUTH PASADENA GENERAL PLAN AND DOWNTOWN SPECIFIC PLAN COMPLETION, PUBLIC ENGAGEMENT, AND ADOPTION

Proposed Scope of Services

The following describes the scope of services to be completed by PlaceWorks to assist the City of South Pasadena in completing and adopting the General Plan, Downtown Specific Plan and Environmental Impact Report (EIR). This will build upon the planning process and draft documents completed by a team of consultants in 2017. It is understood that PlaceWorks' responsibilities will include preparing revisions to the plan documents in response to questions and direction from City staff, publishing the revised draft plans, conducting a program of public outreach and engagement to review and elicit support for the draft plans, prepare and present the draft plans for Planning Commission and City Council consideration and action, and publish the final plans incorporating any revisions approved by the City Council.

It is understood that digital text, map, and other document files used in preparing the current draft plan documents will be provided to PlaceWorks by the City for finalizing these and preparing display and public presentations. Where questions may be raised during public meetings and public hearings regarding specific content not developed by PlaceWorks, we understand that City staff will contribute appropriate responses. Psomas will fulfill the remainder of its contract with the City and be responsible for completing the EIR work products.

This work scope presents a comprehensive approach to address our understanding of the City's objectives and is correlated with the budget presented in the ensuing section of this proposal. We recognize the City's limited resources, are flexible, and will work with the City in modifying the tasks and work products as necessary in consideration of these.

TASK 1. MANAGING AND ORGANIZING THE WORK PROGRAM

1.1 Project Management

PlaceWorks will prepare a project management plan providing a detailed schedule of tasks and deliverables and protocols for submittal and review of work products, progress reports and invoices, and payments. Tasks will be assigned weekly, progress reported monthly, and the schedule reviewed and updated periodically. The schedule will define the sequence and critical path for performance of work tasks, including document submittal deadlines to the City, City staff review periods, and the time-frame for revision of draft documents in response to comments received from staff. It will also establish the schedule for the public engagement activities and Planning Commission and City Council hearings as confirmed by City staff.

1.2 Coordination Meetings with City Staff

PlaceWorks will participate in weekly conference calls with City staff to review project tasks, products, schedule, and responsibilities and coordinate public outreach activities. These will be scheduled as standing meetings, which may be canceled at the direction of City staff should there be no substantive items for discussion. We will prepare a meeting agenda in consultation with City staff and summarize outcomes and action items in a memorandum.

Deliverables:

- Meeting agendas: Digital file
- Summary of action items: Digital file

CITY OF SOUTH PASADENA GENERAL PLAN AND DOWNTOWN SPECIFIC PLAN

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TASK 2. REVISING AND FINALIZING THE PUBLIC DRAFT GENERAL PLAN AND DOWNTOWN SPECIFIC PLAN

2.1 Orientation to the Draft General Plan and Downtown Specific Plan

PlaceWorks' first step will be to develop a thorough understanding of the draft General Plan, Specific Plan, and EIR so that they can be accurately presented to the public and decision-makers in subsequent workshops and meetings. We will review the plans in detail and identify questions where necessary to clarify their content and the factors considered in decisions contributing to the plans' diagrams, goals, and policies. A meeting will be conducted with City staff and Psomas to brief our staff regarding important issues and input offered by the public during the planning process, discuss the plans and how they correlate with the public's comments, review preliminary findings of the draft EIR, and respond to questions identified in our review. This will be the opportunity to mutually summarize the most significant features and "messages" of the plan that will be important in developing public support.

Deliverables:

- + Memorandum: Questions regarding GP and SP content and EIR findings: Digital file
- Memorandum: Summary of meeting input: Digital file

2.2 Identify Topics for General Plan and Specific Plan Revisions

PlaceWorks will meet with City staff to confirm and receive direction for topics requiring further modification to finalize the public draft documents. At the outset, our conversation with staff indicated three possible topics needing to be addressed: community benefits, future use of a school site, and implications of SB 1818 on density and urban form. Based on our "peer" review and with further consideration by City staff, we will discuss with staff the appropriateness of addressing any other topics meriting revisions that may not be adequately covered by the current drafts. At a minimum, we anticipate that this would likely center on legislation enacted since the plans' development regarding climate change, housing, and environmental justice. Based on our conversations with staff, we will compile a list of specific content of the plans to be refined or newly addressed and receive direction regarding their content. Our proposed project budget is based on assumptions regarding the scope and detail of these revisions and will be reviewed for its adequacy. In the event of shortfalls, we will review options for reducing the scope of the revisions.

Deliverables:

- List of items to be revised and discussion of the approach in addressing these: digital file
- + Analysis of budget for revisions

2.3 Prepare Final Public Drafts General Plan and Downtown Specific Plan

For each topic identified in the preceding task, PlaceWorks will prepare and document revised goals, policies, actions, implementation programs, and diagrams as appropriate. Text revisions will be indicated in track changes, with strikeouts and underlines, and mapped changes graphically annotated. These will be submitted to City staff and a meeting conducted to review and receive feedback. Should additional changes be required, a revised version will be prepared and submitted for the City's confirmation. We will also provide a list of technical changes to correct mis-spellings, grammar, section and sub-section numbering, and pagination. Final proposed revisions to the plans will be forwarded to Psomas for their assessment of implications and as input for finalizing the Draft EIR.

Once approved by City staff, PlaceWorks will incorporate modified text and maps into final public drafts of the General Plan and Downtown Specific Plan for public review and Planning Commission and City Council hearings. We directly integrate these into digital source files of the current drafts provided by the City. As the reproducible versions of the plans were prepared using InDesign, the integration of expanded text may necessitate some reformatting due to possible overflow on multiple pages of the documents. PlaceWorks will submit updated digital

CITY OF SOUTH PASADENA GENERAL PLAN AND DOWNTOWN SPECIFIC PLAN

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files of the plans to the City for reproduction; distribution to the Planning Commission, City Council, and relevant agencies; and posting on the City's web page.

Deliverables:

- + Administrative draft revised narrative text, goals, policies, actions, and implementation programs for each topic: Digital file
- + Revised and final draft of plan revisions for each topic: Digital file
- Final public draft General Plan and Downtown Specific Plan; Digital file

TASK 3. ENGAGING AND DEVELOPING PUBLIC SUPPORT FOR THE UPDATED GENERAL PLAN AND DOWNTOWN SPECIFIC PLAN

3.1 Develop the Public Engagement Strategy and Process

It is understood that it is the central objective of the work program to restore the momentum that has been lost due to delays in completing the planning process by engaging and reminding the community of their prior involvement, educating them of the content of the draft plans and asking the question regarding whether these reflect their input to date, and developing support leading to the formal public hearing and adoption process. PlaceWorks will meet with City staff to develop a comprehensive public engagement program to address these objectives.

As discussed with staff, this program will involve two citywide workshops and four focused/interest group meetings. As an option of the work program, we would propose that the City's web page be used more robustly as an interactive tool to create interest and excitement about the draft plans, educate the community regarding their content, and as a conduit for feedback and reaction in addition to its role for the posting of notices and the draft plan documents. Other options that may be considered include the use of social media, apps, and speaker forums. In meeting with City staff, we will confirm the objectives, methods, media, responsibilities, and schedule for the public engagement process.

Deliverables:

- + Meeting agenda: Digital file
- Description of public outreach and engagement program, schedule, and responsibilities: Digital file

3.2 Citywide Public Workshops

PlaceWorks will serve as the lead in designing and facilitating two citywide public workshops and preparing notices, fivers, fact sheets, and other outreach media, presentations, and collateral materials. It is assumed that the City will be responsible for arranging and scheduling venues, outreach to organizations and individuals, and providing audiovisual equipment, refreshments, and registration support. Meetings will be conducted with City staff to confirm each workshop's objectives, expected outcomes, methodologies, and logistics. In developing the outreach program, we will with City staff review the methods used and participant list from the earlier stages of the planning program to learn what was effective and establish a base network of contacts that will be used in fostering participation.

It is assumed that the workshops would be organized as a full audience presentation with questions and answers addressed as a group or in a small-group setting. It is understood that City staff will be responsible for responding to questions regarding specific content developed during the planning process. Questions and comments received in the workshops will be recorded on flip charts, documented in a memorandum, and posted on the City's web page. An open house format with multiple stations addressing key sections of the plan may be considered as an option that would necessitate greater levels of staffing.

Deliverables (administrative droft and final for all items):

 Workshop outreach program--description and collateral materials (notices, fact sheets, and other: Digital files

CITY OF SOUTH PASADENA GENERAL PLAN AND DOWNTOWN SPECIFIC PLAN

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- + Workshop agenda: Digital files
- + PowerPoint presentation: Digital files
- General Plan and Specific Plan Fact Sheets (description of purposes and key content): Digital files
- ÷ Display boards to be ∞nfirmed: Digital files (assume City reproduction)
 - Aerial map of the City
 - General Plan and Specific Plan overview
 - Plan land use diagrams (2)
 - Plan illustrations (option)
 - Photos from previous public engagement events (option)
- Memorandum documenting questions and comments: Digital file and posted on City's web page

3.3 Focus Group Meetings

PlaceWorks will serve as the lead in designing and facilitating up to four meetings with community and interest groups and organizations and preparing notices, flyers, fact sheets, presentations, and collateral materials. It is assumed that the City staff will work with PlaceWorks in identifying the types and composition of the groups to be involved and be responsible for contacting, scheduling, and providing audio-visual equipment (when needed), refreshments, and registration support. For continuity, we suggest that these groups correspond with those actively involved in earlier stages of the planning process to the extent feasible. It is assumed that these meetings will be organized as "conversations" involving recapitulation of the major messages heard to date, presentation of and linkage of plan content with this input, and opportunities for questions and answers. Questions and comments received in the workshops will be recorded on flip charts, documented in a memorandum, and posted on the City's web page.

Deliverables:

- ÷ Meeting agendas: Digital files
- + Materials used in the citywide workshops including (as appropriate):
 - PowerPoint presentation (assuming this will largely be the same as the citywide workshops: Digital files
 - General Plan and Specific Plan Fact Sheets (description of purposes and key content): Digital files
 - Display boards to be confirmed (aerial map, General Plan and Specific Plan land use diagrams), Plan illustrations, and/or photos from previous public engagement events
- Memorandum documenting questions and comments: Digital file and posted on the City's web page

3.4 Response to Public Input and Comments

A meeting will be conducted with City staff to review questions and comments elicited in the citywide public workshops and focus group meetings and discuss their implications. We will consider whether they rise to the level of significance to warrant further revisions of the plans' narrative, goals, polices, actions, and implementation programs. As directed by staff, we will prepare appropriate revisions to be incorporated into the plans to be submitted for Planning Commission and City Council consideration. Should additional research and/or analyses be required to support the revisions, these would be outside of the scope and budget of this proposal and we will discuss approaches for how these could be addressed with City staff.

Deliverables:

+ General Plan and Specific Plan revisions to reflect public comments and input (strikeout and underline existing text; administrative and final drafts: Digital files

CITY OF SOUTH PASADENA GENERAL PLAN AND DOWNTOWN SPECIFIC PLAN

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TASK 4. PUBLIC HEARINGS AND ADOPTION

4.1 Planning Commission and City Council Public Hearings

PlaceWorks will participate in two public (2) hearings each with the Planning Commission and City Council to adopt the updated General Plan and Specific Plan and certify the EIR. We will work with City staff in developing content for the staff reports and preparing PowerPoint presentations. At the hearings, we will be available for presentations and respond to questions and comments. This task includes preparatory meetings, production of presentation materials, and participation in hearings by up to two PlaceWorks staff members. Under separate contractual agreement, Psomas will be responsible for presenting the analyses and findings of the Environmental Impact Report.

Deliverables:

- + Input for staff reports: Digital files
- + Draft and final PowerPoint presentations for PC and CC: Digital files
- Plan presentation displays, to be determined: Digital files

4.2 Adopted General Plan and Specific Plan

On adoption of the updated General Plan and Specific Plan, PlaceWorks will prepare final documents incorporating any changes approved by the City Council. This will include revised digital files for printed production and posting on the City's web page.

Deliverables:

+ Adopted General Plan and Downtown Specific Plans: Digital files

TASK 5. CONTINGENCY—ADDITONAL RESEARCH AND PLAN PREPARATION

PlaceWorks will consult with City staff to determine the need to and, at their direction, will supplement background information, goals and policies, and other materials deemed incomplete or inadequate by City staff. Additionally, it may be necessary to reformat or graphically modify baseline and the current plan documents to reflect these changes. This task will establish a contingency budget for these purposes.

CITY OF SOUTH PASADENA GENERAL PLAN AND DOWNTOWN SPECIFIC PLAN

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Exhibit B Fee Schedule

The following presents PlaceWorks' estimated budget to assist the City of South Pasadena for completion of the draft General Plan and Downtown Specific Plan, faciliation of public workshops and meetings, and participation in Planning Commission and City Council public hearings. This estimate lists costs associated with specific work products and is based on assumptions regarding the scope of plan revisions and public activites described in the preceding Scope of Services. Should the City elect to pursue options described in the Scope, we will provide these estimates separately. We recognize the City's budget limitations and will work with staff in modifying these estimates as needed to meet available resources.

	Task/Work Product	Principal S240	Hours PM \$190	Planner \$125	c .	DS\$
1.1	MANAGING AND ORGANIZING THE WORK PROGRAM					
1.1	Project Management (1 hr/wk € 24 wks)		24		\$4,560	
1.2	Coordination Meetings with City Staff (1 hr/wk € 24 wks)	12	24		\$7,440	
	Agendas and meeting summaries (.5 hr/wk@ 24 wks)	6	12	- 8	\$3,720	
	Sub-7	Total .				\$25,720
2. F	REVISED AND FINALIZED GP AND DOWNTOWN SP					
2.1	Plan Review	6	24		\$5,000	
	Transfer of resource materials		2	12	\$1,880	
	Questions based on plan review	2	8		\$2,000	
	Meeting with City staff and Rangwala	4	4		\$1,720	
	Meeting memo		2		\$380	
2.2	Topics for GP and SP Revisions					
	Meeting with City staff	2	2	No company of the control of the con	\$860	
	List of topics and staff direction for content	2	4		\$1,240	
2.3	Prepare Final Public Drafts of GP and SP		····		West of the second seco	*
	Memos-draft revisons for each topic	6	24	4	56,500	
	Memos-approved revisons for each topic	3	9	2	\$2,680	
	Final public hearing draft GP and SP		4	36	\$5,260	
	Post on City web page (format)		1	4	5690	
	Sub-7	Total		*******		529,210
3. P	UBLIC ENGAGEMENT			l		
3.1	Public Engagement Strategy	1				
	Meeting with staff (including agenda)	4	4		\$1,720	
	Public outreach and engagement plan	2	16	VI2.00-100-100-100-100-100-100-100-100-100-	\$3,520	
	Web page update (basic)		2	6	\$1,150	
	Expanded interactive web site (option)				50	
3.2	Citywide Workshops (2)					
	Planning meetings with City staff (2)	4	4		\$1,720	
	Outreach program-notices, flyers			24	\$3,000	
	Workshop agenda		2		\$380	
	PowerPoint presentation	2	4	32	55,240	
	GP and SP fact sheets			S	\$1,000	
	Aerial map			2	\$250	
	GP and SP overview display board			6	5750	
	Land use diagrams display board			4	\$500	
	Plan illustrations display board (option)				SO	
	Public engagement photos display board (option)				SO	
	Attend/faciliate	δ	8		\$3,440	
	Memo documenting public input (2)		6		SL.140	
3.3	Focus Group Meetings (4)					
	Planning meetings with City staff (4)	8	8		\$3,440	
	Outreach program-notices, flyers			24	\$3,000	
	Focus meeting agencia (4)	4	4	-	51,720	
	PowerPoint presentation			δ	\$1,760	*****
	Attend/facilizte	16	16		26,880	
	Memo documenting public input (2)		12		52,280	
2 4	Response to Public Input/Comments					

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	Task/Wark Product	Principal \$240	Hours PM \$190	Planner \$125	Cos	1
(F) 111 (9)	Meeting with City staff (including agenda)	2	2		\$860	
	Oraft Plan revisions (strikeout and underline)		4	12	\$2,260	
	Final Plan revisions			10	\$1,250	
	Sub-Total					\$47.240
4. P	UBLIC HEARINGS AND ADOPTION					
4.1	Planning Commission and City Council					
	Meetings with City staff (4)	6	6		\$2,580	
	Input for staff reports (2)		12		52,280	
	Oraft and final PPTs (2)		4	16	\$2,760	
	Attend/participate	12			\$2,880	
4.2	Adopted General Plan and Specific Plan	4		16	\$2.960 ·	
	Sub-Total		ZONIO Z HIBORI I THTIM GI ZI KITINA			\$13,450
5.	CONTINGENCY—RESEARCH AND PREPARATION					
	Work scope additions	16	24	24	511,400	
	Sub-Total					511,400
TOT	AL LABOR COST				\$117,030	
DIR	ECT COSTS (10% LABOR COST)	elonese. A			\$11,703	
101	AL ESTIMATED BUDGET				\$128,733	

Table 2C-4. Guidelines for Advance Placement of Warning Signs

	Advance Placement Distance¹											
Posted or 85th-	Condition A: Speed reduction		Condition B	Deceleration	n to the listed	advisory spe	ed (mph) for	the condition	condition			
Percentile Speed	and lane changing in heavy traffic ²	03	10⁴	204	304	40 ⁴	50 ⁴	60⁴	704			
20 mph	225 ft	100 ft ^s	N/A ⁵	13 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	3 5 4 2							
25 mph	325 ft	100 ft ⁵	N/A ⁵	N/A ⁵	_	_	_		_			
30 mph	460 ft	100 ft ^s	N/A ⁵	N/A ⁵	· Alleria de la compansión de la compans	1031 1041 1041	1.4.2					
35 mph	565 ft	100 ft ^s	N/A ⁵	N/A ⁵	N/A ⁵	_	_		_			
40 mph	670 ft	125 ft	100 fts	100 ft ⁶	N/A ⁵		i kangga at 18. Saka ng ang					
45 mph	775 ft	175 ft	125 ft	100 ft ⁵	100 ft ⁶	N/A ⁵	_		_			
50 mph	885 ft	250 ft	200 ft.	175 ft	125 ft	100 ft ⁶		x - 4				
55 mph	990 ft	325 ft	275 ft	225 ft	200 ft	125 ft	N/A ⁵	_	_			
60 mph	1,100 ft	400 ft	350 ft	325 ft	275 ft	200 ft	100 ft ^q					
65 mph	1,200 ft	475 ft	450 ft	400 ft	350 ft	275 ft	200 ft	100 ft ⁶	_			
70 mph	1,250 ft	550 ft	525 ft	500 ft	450 ft	375 ft	275 ft	150 ft				
75 mph	1,350 ft	650 ft	625 ft	600 ft	550 ft	475 ft	375 ft	250 ft	100 ft ⁶			

¹ The distances are adjusted for a sign legibility distance of 180 feet for Condition A. The distances for Condition B have been adjusted for a sign legibility distance of 250 feet, which is appropriate for an alignment warning symbol sign. For Conditions A and B, warning signs with less than 6-inch legend or more than four words, a minimum of 100 feet should be added to the advance placement distance to provide adequate legibility of the warning sign.

Table 2C-5. Horizontal Alignment Sign Selection

To a fill a franchal	Difference Between Speed Limit and Advisory Speed (See Section 2C.06)						
Type of Horizontal Alignment Sign	5 mph	10 mph	15 mph	20 mph	25 mph or more		
Turn (W1-1), Curve (W1-2), Reverse Turn (W1-3), Reverse Curve (W1-4), Winding Road (W1-5), and Combination Horizontal Alignment/Intersection (W16-4), (W1-10) (see Section 2C.07 to determine which sign to use)	Recommended	Required	Required	Required	Required		
Advisory Speed Plaque (W13-1P)	Recommended	Required	Required	Required	Required		
Chevrons (W1-8) and/or One Direction Large Arrow (W1-6)	Optional	Recommended	Required	Required	Required		
Exit Speed (W13-2) and Ramp Speed (W13-3) on exit ramp	Optional	Optional	Recommended	Required	Required		

² Typical conditions are locations where the road user must use extra time to adjust speed and change lanes in heavy traffic because of a complex driving situation. Typical signs are Merge and Right Lane Ends. The distances are determined by providing the driver a PRT of 14.0 to 14.5 seconds for vehicle maneuvers (2005 AASHTO Policy, Exhibit 3-3, Decision Sight Distance, Avoidance Maneuver E) minus the legibility distance of 180 feet for the appropriate sign.

³ Typical condition is the warning of a potential stop situation. Typical signs are Stop Ahead, Yield Ahead, Signal Ahead, and Intersection Warning signs. The distances are based on the 2005 AASHTO Policy, Exhibit 3-1, Stopping Sight Distance, providing a PRT of 2.5 seconds, a deceleration rate of 11.2 feet/second², minus the sign legibility distance of 180 feet.

⁴ Typical conditions are locations where the road user must decrease speed to maneuver through the warned condition. Typical signs are Turn, Curve, Reverse Turn, or Reverse Curve. The distance is determined by providing a 2.5 second PRT, a vehicle deceleration rate of 10 feet/second², minus the sign legibility distance of 250 feet.

⁵ No suggested distances are provided for these speeds, as the placement location is dependent on site conditions and other signing. An alignment warning sign may be placed anywhere from the point of curvature up to 100 feet in advance of the curve. However, the alignment warning sign should be installed in advance of the curve and at least 100 feet from any other signs.

⁶ The minimum advance placement distance is listed as 100 feet to provide adequate spacing between signs.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES

THIS AMENDMENT ("Amendment") is made and entered into on the 4th day of March, 2020 by and between the CITY OF SOUTH PASADENA ("City") and PlaceWorks.

RECITALS

WHEREAS, on August 17, 2019, the City Council approved a Professional Services Agreement (PSA) with PlaceWorks to finalize the City's General Plan Update and Downtown Specific Plan (GP/DTSP); and

WHEREAS, the Term of the Agreement is through December 31, 2019, with the option to extend upon written agreement of the parties; and

WHEREAS, the Payment for Services in the Agreement shall not exceed the original authorized amount of \$128,733 unless the City has given specific advance approval in writing; and

WHEREAS, the City and Consultant desire to expand the scope of services to incorporate the 2021 Housing Element Update into the GP/DTSP and extend the contract term by 24 months.

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

- 1. PARAGRAPH 3.1 "Scope of Services" is amended by adding an additional Scope of Services as set forth in Exhibit 1, attached and incorporated by this Amendment.
 - 2. PARAGRAPH 3.4 "Maximum Amount" is amended to read as follows: The highest total compensation and costs payable to Consultant by the City under this Agreement. The Maximum Amount under this Agreement is Two Hundred Thirty-Five Thousand Three Hundred Twelve Dollars (\$235,312), which is comprised of One Hundred Twenty-Eight Thousand Seven Hundred Thirty-Three Dollars (\$128,733) for the original Scope of Services; and One Hundred Six Thousand Five Hundred Seventy-Nine Dollars (\$106,579) for the additional scope of work to incorporate the 2021 Housing Element Update into the GP/DTSP and extend the contract term to December 31, 2021.
- 3. PARAGRAPH 3.6 "Termination Date" is amended to read: December 31, 2021, or when the work is satisfactory completed, whichever occurs first, or unless extended by a supplemental amendment.
- 4. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

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

"CITY"		"Consultant"
City of South Pass	adena	PlaceWorks
Stephanie De		
By: 1D552E2B75BD434	V	By: <u>tentfullen</u>
Signature		Signature
Printed: Stephanie	DeWolfe	Printed: Keith McCann
Title: City Manag	er	Title: CEO
Date: 06/11/202	0	Date: 3-16-20
Attest: By: For: Evelyn G. Zneime Date:	er, City Clerk	ria E. Ayala, Chief City Clerk
Approved as to f By:	nith, City Attorney	

Exhibit 1 Scope of Services/Budget

Task 1.0 Planning Commission Meetings

(Budget for this task covered by existing contractual agreement)

Consultant will participate in three (3) meetings with the Planning Commission to review and receive feedback for the City's development standards, signage guidelines, and events policies (scheduled for March 10, April 14, and May 12). For each, Consultant will discuss meeting objectives and desired outcomes, prepare a draft PowerPoint presentation for staff review and final version incorporating revisions in response to staff's comments, and attend and participate in the meetings.

Deliverables: Prepare Draft and Final PowerPoint presentations (one (1) PPT and one (1) PDF format for each); attendance and participation in three (3) Planning Commission meetings

Task 2.0 Additional Planning Commission Meetings and Public Forums

Consultant will participate in up to nine (9) additional Planning Commission meetings and/or public workshops and forums to review and receive feedback for other draft GP and DTSP sections and content. For each, Consultant will discuss meeting objectives and desired outcomes, prepare a draft PowerPoint presentation for staff review and final version incorporating revisions in response to staff's comments, and attend and participate in the meetings and workshops/forums.

Deliverables: Prepare Draft and Final PowerPoint presentations (one (1) PPT and one (1) PDF format for each); and graphics and/or text input for display boards (to be selected, in digital format); and attendance and participation in nine (9) Planning Commission/Public Workshops

Task 3.0 Revised Public Draft General Plan and Downtown Specific Plan

Consultant will assist City staff in preparing revised public drafts of the GP and DTSP amending or revising existing content in response to comments received during the public period review period. Consultant will develop and submit a catalog listing comment letters and messages received, review the categories of comments compiled by City staff, meet with staff to identify the scope of revisions to be prepared and assign responsibilities for these, prepare revised plan text and graphics as determined, review and confirm these revisions with staff, and prepare final versions for inclusion in revised drafts that will be subject to Planning Commission and City Council public hearings. The scope of Consultant's revisions will be determined based on the maximum budget established for this task. It is understood that Consultant will submit text and graphic input to City staff, who will be responsible for final text and formatting of the plan documents.

Deliverables: Input for revised General Plan and Specific Plan documents: Digital files of text, tables, maps, and illustrations (as determined with City staff)

Task 4.0 Coordination with and Plan Revisions to Reflect Housing Element

As the GP's capacity for new housing development is less than the City's Regional Housing Needs Assessment (RHNA) allocation from the Southern California Association of Governments (SCAG), it is understood that a priority task for the Housing Element (HE) consultant team will be the identification and evaluation of the feasibility and implications of developing housing on

additional sites and/or modification of existing or planned development standards, including building heights and densities. Changes in these resulting from the HE work program, will be incorporated into the revised General Plan and Downtown Specific Plan in the preceding work task. To ensure consistency and for efficiency, the GP/DTSP team will work collaboratively with the HE team and be actively involved in the site evaluation process. Budget for much of this work has been separately identified in the HE work program.

Deliverables: Input for revised General Plan and Specific Plan documents as determined with City Staff (digital files of text, tables, maps, and illustrations)

Task 5.0 Public Hearings

(Budget for this task covered by existing contractual agreement)

Consultant will participate in two public (2) hearings with the Planning Commission and two (2) public hearings with the City Council to adopt the updated GP and DTSP and certify the EIR. Consultant will work with City staff in developing content for the staff reports and preparing PowerPoint presentations. At the hearings, Consultant will be available for presentations and respond to questions and comments. This task includes preparatory meetings, production of presentation materials, and participation in hearings by up to two Consultant staff members.

Deliverables: Input for staff reports (digital files); Draft and final PowerPoint presentations for PC and CC (digital files); Plan presentation displays, to be determined (digital files); and attendance and participation in two (2) Planning Commission meetings and two (2) City Council Meetings

Task 6.0 Project Management

Consultant will participate in additional weekly conference calls with City staff to review project tasks, products, schedule, and responsibilities and coordinate public outreach activities. These will be scheduled as standing meetings, which may be canceled at the direction of City staff should there be no substantive items for discussion. Consultant will prepare a meeting agenda in consultation with City staff and summarize outcomes and action items in a memorandum.

Deliverables: Meeting agendas (digital file); and summary of action items (digital file)

BUDGET

		<u>Labor Fee</u>			
<u>Task</u>	Principal	<u>Project</u> <u>Manager</u>	<u>Planner</u>	<u>Labor</u> <u>Cost</u>	
	\$240	<u>\$195</u>	\$125		
Task 1 Planning Commission Meetings	Co	vered by ex	isting conti	ract	
Task 2 Additional Commission Meetings and Public Forums	63	36	9	\$23,265	
Task 3 Revised Public Draft General Plan and Downtown Specific Plan	58	126	36	\$42,990	
Task 4 Coordination with Housing Element	4	20	8	\$5,860	
Task 5 Public Hearings	Co	vered by ex	isting cont	ract	
Task 6 Project Management	32	64	0	\$20,160	
			Subtotal	\$92,275	
	Re	imbursable	Expenses	\$4,614	
	·	Co	ntingency	\$9,689	
		· 	Total	\$106,579	

ATTACHMENT 4

Contract Amendment - PlaceWorks GP/DTSP

SECOND AMENDMENT TO AGREEMENT FOR SERVICES

THIS AMENDMENT ("Amendment") is made and entered into on the 15th day of December, 2021 by and between the CITY OF SOUTH PASADENA ("City") and PlaceWorks. ("Consultant").

RECITALS

WHEREAS, on April 17, 2019, the City Council authorized the City Manager to execute a contract with PlaceWorks to finalize the General Plan Update and Downtown Specific Plan (GP/DTSP);

WHEREAS, on March 4, 2020, the City Council authorized the City Manager to execute the First Amendment with PlaceWorks to integrate the 2021-2029 Housing Element into the GP/DTSP;

WHEREAS, the Term of the Agreement is through December 31, 2021, with the option to extend upon written agreement of the parties;

WHEREAS, the City and Consultant desire to extend the contract until the project has been completed.

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

- 1. PARAGRAPH 3.7 "Termination Date" is amended to read: Completion of the project or upon cancellation by the City.
- 2. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

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

"CITY"	"Consultant"
City of South Pasadena	PlaceWorks
By:	By:
Signature	Signature
Printed: Arminé Chaparyan	Printed:
Title: City Manager	Title:
Date:	Date:
Attest:	
Attest:	
By:	
Christina Muñoz, Deputy City Clerk	
Date:	
Approved as to form:	
By:	
Andrew Jared, City Attorney	
Data	

ATTACHMENT 5 PEIR PSA

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES (City of South Pasadena / Psomas)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of South Pasadena, a California municipal corporation ("City"), and Psomas ("Consultant").

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: Provide an updated administrative draft and final draft of the General Plan and Downtown Specific Plan Program Environmental Impact Report, as more particularly described in the Scope of Work attached and incorporated by reference as Exhibit A.
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 et seq.), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. DEFINITIONS

- 3.1. "Scope of Services": Such professional services as are set forth in Consultant's January 10, 2019, proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. "Agreement Administrator": The Agreement Administrator for this project is David Bergman, Planning and Building 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

Professional Services Agreement – Consultant Services
Page 1 of 29

- 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. Jillian Neary, Project Manager, shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's Project Manager 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.
- 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.
- 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

Professional Services Agreement – Consultant Services
Page 3 of 29

- 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, tis elected officials, officers, employees, and agents free and harmless form 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.

Professional Services Agreement – Consultant Services
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- 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 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.
- 11.5 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.
- 11.6 Insurance Not a Substitute. City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1. Insurance Required. Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
 - Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: General Plan and Downtown Specific Plan Revisions and Public Review and Hearings
 - Documentation of Best's rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.
 - Coverage limits may be met with a combination of primary and excess policies.
- 12.3. Coverage Amounts. Insurance coverage shall be at least in the following minimum amounts:

Professional Services Agreement – Consultant Services Page 7 of 29

- 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

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

If to City

Margaret Lin
City of South Pasadena
Planning and Building Department
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7240
Facsimile: (626) 403-7241

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

Telephone: (213) 542-5700 Facsimile: (213) 542-5710

If to Consultant

Jillian Neary 225 South Lake Avenue, Suite 1000 Pasadena, CA 91101 Telephone: (626) 351-2000

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.

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Page 11 of 29

17.6. No Presumption Against Drafter. Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. Confidentiality. All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. Conflicts of Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. Non-assignment. Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. No Third-Party Beneficiaries. Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. Time of the Essence. Time is of the essence for each and every provision of this Agreement.
- 18.7. Non-Discrimination. Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the

Professional Services Agreement – Consultant Services Page 13 of 29

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

"City"	"Consultant"
City of South Pasadena	Psomas
By: Jallolfel Signature	By: Jim Klute Signature
Printed: Stephanie DeWolfe	Printed: Jim Hunter
Title: South Pasadena City Manager	Title: Vice President, Environmental Planning
Date: 4/17/19	Date: 05/30/19
Attest:	
By: Evelyn J. Free Evelyn G. Zneimer, City Clerk	
Date: 4/17/19	
Approved as to form:	
By: Della Honney Teresa L. Highsmith, City Attorney	
Date: 4/17/19	

ATTACHMENT A SCOPE OF WORK

SOUTH PASADENA GENERAL PLAN AND DOWNTOWN SPECIFIC PLAN UPDATE PROGRAM ENVIRONMENTAL IMPACT REPORT

May 28, 2019

Psomas has developed the following Scope of Work to prepare a PEIR for the proposed Project in accordance with CEQA and the State CEQA Guidelines, beginning with preparation of a Revised Administrative Draft PEIR, consistent with the previously authorized tasks for this Project, as a subconsultant to Rangwala Associates. The PEIR Scope of Work includes the following tasks:

Task 1	Draft Program Environmental Impact Report
Task 2	Final Program Environmental Impact Report
Task 3	Project Management and Meetings
Task 4	Climate Change Adaptation Policy Assistance

In addition to the above tasks, the Scope of Work includes a not-to-exceed task (i.e., Task 5, Contingency), for work efforts requested by the City that may exceed the anticipated level of effort in Tasks 1 through 4, including but not limited to, quantitative changes in the General Plan parameters, additional rounds of document review, and additional meeting attendance.

Assumptions

This Scope of Work includes the tasks required to provide a legally defensible CEQA document and to realize time and cost efficiencies, where feasible. The following assumptions are included as the basis of this Scope of Work and associated Fee Estimate:

- Psomas has prepared an Administrative Draft PEIR that was submitted to the City in July 2018.
- Psomas will begin preparing the Revised Administrative Draft PEIR upon receipt from City Staff
 of the revised administrative draft version (provided by Placeworks) of the General Plan, DTSP
 Update, related data such as breakdown in land use designations (i.e., Lot 111), and description of
 the No Project/Existing General Plan Alternative for analysis in the PEIR.
- Changes to revised administrative draft of the GP and DTSP Update will be based on City Council input; additional public outreach; review by the City Manager, Interim Planning Director, and other new staff, etc. and should be focused and minimal. It is assumed that the demographic parameters, boundaries, and development breakdown within focus areas will be unchanged from the previous administrative draft versions of the GP and DTSP Update. If upon receipt of the revised administrative draft GP and DTSP Update, and related data that will be provided by City staff, we feel the attached estimate does not accurately reflect the efforts, the City will be contacted immediately, prior to initiating our work.
- It is assumed that the revised administrative draft of the General Plan, DTSP Update, and any
 other documentation to be used as the basis of the PEIR, beginning with Task 1.1 below.
 - Will be in compliance with the General Plan requirements set forth by the Office of Planning and Research and will not require substantive review or comment by Psomas.
 - The revised administrative draft of the GP and DTSP Update prepared by Placeworks will be determined complete by City staff and provided to Psomas in both clean .PDF and

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Scope of Work.

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TASK 2 FINAL PROGRAM ENVIRONMENTAL IMPACT REPORT

Task 2.1 Draft Response to Comments and Mitigation Monitoring and Reporting Program

Upon completion of the public review period for the Draft PEIR, Psomas will review all written comments received on the Draft EIR and will organize the comments and coordinate with the City on the approach to preparing responses to comments. Psomas will prepare the draft Response to Comments and Mitigation Monitoring and Reporting Program (MMRP) document. If necessary, a Clarifications/Errata section will be included to list the changes to the Draft PEIR in response to the comments received.

In compliance with Section 21081.6 of the California Public Resources Code, Psomas will prepare an MMRP as part of the Response to Comments document, which will ensure compliance with adopted mitigation requirements during Project implementation. The MMRP will be prepared in a matrix format, provide the timing and entity responsible for each mitigation measure; and include the City department or individual responsible for verifying that the mitigation measure has been implemented.

For the purpose of estimating the work effort for responding to comments, a total of 60 hours of professional staff time has been assumed for this task. If extensive comments are received and it appears that additional effort will be necessary to prepare adequate responses, Psomas will notify the City for consideration of a budget augment. Four weeks following our receipt of all comment letters received on the Draft PEIR, Psomas will submit the draft Response to Comments and MMRP document electronically to the City for review and comment. This task schedule assumes no comments are received that require new technical studies or extensive coordination with the City or Counsel to resolve.

Task 2.2 Final Response to Comments and Mitigation Monitoring and Reporting Program

Two weeks following our receipt of compiled comments from the City, Psomas will revise the Response to Comments and MMRP accordingly, and the final document will be electronically submitted for City use during PEIR certification. A total of 16 hours of professional staff time has been assumed for this task. It is assumed that the City will mail out the responses to each agency that provided comments on the PEIR at least ten calendar days prior to any public hearings on the Project.

Task 2.3 <u>Draft Findings of Fact and Statement of Overriding Considerations</u>

Psomas will prepare written findings of fact for each significant effect identified in the PEIR, pursuant to Section 15091 of the State CEQA Guidelines and Section 21081 of CEQA. If the draft or final PEIR identifies any significant impacts that cannot be avoided, even with implementation of all reasonable and feasible mitigation measures, the City must adopt a Statement of Overriding Considerations prior to Project approval, pursuant to Section 15093 of the State CEQA Guidelines. This Scope of Work assumes the City will make a determination of the overriding condition(s) for each significant and unavoidable impact identified, for use in the draft document. For the purpose of estimating the work effort for preparation of findings, a total of 46 hours of professional staff time has been assumed for this task. Three weeks following our submittal of the final Response to Comments document and MMRP, Psomas will electronically submit the draft Findings of Fact and Statement of Overriding Considerations to the City for review and comment.

Task 2.4 Final Findings of Fact and Statement of Overriding Considerations

One week following our receipt of compiled comments from the City, Psomas will revise the Findings of Fact and Statement of Overriding Considerations accordingly, and the final document will be electronically submitted for City use during PEIR certification. A total of 16 hours of professional staff time has been assumed for this task.

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Scope of Work

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the Administrative Draft PEIR submitted in July 2018, this would necessitate the revision of several technical reports and quantitative analyses within the body of the PEIR.

Urban Crossroads, as a subconsultant to Psomas, would revise the air quality/greenhouse gas (GHG) emissions and noise technical reports; and Nelson/Nygaard would revise the TIA accordingly. The scope of work for these technical report updates are summarized below and provided in full in Attachments C and D to this Scope of Work. Psomas would revise all other technical analyses within the PEIR with the exception of the Water Supply Assessment (WSA). This Scope of Work assumes that the City Department of Public Works would coordinate with Stetson Engineers to update the WSA

Air Quality/Greenhouse Gas Emissions Analysis Revision

Urban Crossroads, as a subconsultant to Psomas, will update the California Emissions Estimator Model (CalEEMod) air quality runs to reflect changes to the dwelling unit count or other quantitative changes; update the CalEEMod greenhouse gas runs to reflect the changes; update tables, text, and exhibits as needed; make minor report text revisions as provided by Psomas/City staff; and summarize the findings in a revised South Pasadena General Plan Update Technical Air Quality and Greenhouse Gas Analysis Report. Urban Crossroads' complete Scope of Work is provided in Attachment C.

Noise Analysis Revision

Urban Crossroads, as a subconsultant to Psomas, will update the off-site traffic noise analysis based on revised average daily traffic (ADT) volumes from the revised TIA based on the changed dwelling unit count or other quantitative change; recalculate the traffic noise level contour boundaries for off-site roadway segments under Existing and Horizon Year conditions based on the revised ADT volumes; update the on-site transportation noise analysis at the Project Growth Areas based on the revised traffic noise level contours under Horizon Year conditions; update Exhibits 8-A, 8-B, and 8-C based on the revised traffic noise level contour boundaries; make minor report text revisions as provided by Psomas/City staff, and summarize the findings in a revised South Pasadena General Plan Update Technical Noise Study. Urban Crossroads' complete Scope of Work is provided in Attachment C.

Traffic Impact Analysis Revision

Nelson'Nygaard will make an update to the travel demand model chapter of the TIA with updated calculations for project trip generation, project trip assignment, traffic modeling, and subsequent output tables and figures for affected scenarios. It is assumed that the updated land use mix will be provided in the format necessary to update the travel demand model in the manner previously submitted to Nelson'Nygaard.

Nelson'Nygaard will update written portions of the TIA to reflect changes to the analysis outputs. It is anticipated that no major changes to traffic impacts and mitigations will be made. Nelson'Nygaard will make one set of revisions from a single set of non-conflicting comments to the TIA. Nelson'Nygaard will also be available for follow-up discussions with City staff via phone calls, as budget permits.

R/Projects/RAWSOWIGE Update_Phomes Final BOW-952518 docs

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FIRST AMENDMENT TO AGREEMENT FOR SERVICES

THIS AMENDMENT ("Amendment") is made and entered into on the 6th day of November, 2019 by and between the CITY OF SOUTH PASADENA ("City") and Psomas.

RECITALS

WHEREAS, on August 17, 2019, the City Council approved a Professional Services Agreement with Psomas to provide a second administrative draft for the General Plan and Downtown Specific Plan Program Environmental Impact Report; and

WHEREAS, the Term of the Agreement is through December 31, 2019, with the option to extend upon written agreement of the parties; and

WHEREAS, the Payment for Services in the Agreement shall not exceed the original authorized amount of \$98,480 unless the City has given specific advance approval in writing; and

WHEREAS, the City and Consultant desire to amend the scope of services to include Iteris as a subconsultant to analyze and develop a Vehicle Miles Traveled (VMT) threshold.

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

- 1. PARAGRAPH 3.1 "Scope of Services" is amended by adding an additional Scope of Services as set forth in Exhibit 1, attached and incorporated by this Amendment.
- 2. PARAGRAPH 3.4 "Maximum Amount" is amended to read as follows: The highest total compensation and costs payable to Consultant by the City under this Agreement. The Maximum Amount under this Agreement is One Hundred and Forty Thousand, Four Hundred and Twenty-Two Dollars (\$140,422), which is comprised of Ninety-Eight Thousand, Four Hundred Eighty Dollars (\$98,480) for Exhibit A Scope of Services and Forty-One Thousand, Nine Hundred and Forty-Two Dollars (\$41,982) for Exhibit 1 Scope of Services.
- 3. PARAGRAPH 3.6 "Termination Date" is amended to read: June 30, 2020, or when the work is satisfactory completed, whichever occurs first, or unless extended by a supplemental amendment.
- 4. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

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

	"CITY"	"Consultant"
	City of South Pasadena	Psomas
	By: Signature	By: Jun Vinter
	Printed: Stephanie DeWolfe	Printed: Jim Hunter
	Title: City Manager	Title: Vice President
	Date: 11/13/2019	Date: 11/11/19
	Attest:	,
ו	By: M.G. Zheimer, City Clerk Chief	e. Ayala City Clerk.
	Date: 11/13/2019	•
	Approved as to form:	
	By: ZULARX HAME	
	Teresa L. Highsmith, City Attorney	
	Date: 11/13/2019	

EXHIBIT 1 VEHICLE MILES TRAVELED THRESHOLD SCOPE OF WORK

This Scope of Work includes a task for a subconsultant, Iteris, to assist in the development of a Vehicle Miles Traveled (VMT) methodology and threshold appropriate for the City that will be incorporated into the Program Environmental Impact Report (EIR) for the General Plan Update and Downtown Specific Plan. With preparation of a Transportation Analysis based on VMT parameters, the air quality, greenhouse gas (GHG) emissions, and noise analyses will also be updated to be consistent.

TASK 3 PROJECT MANAGEMENT AND MEETINGS (AUGMENT)

Task 3.1 Project Management and Quality Control

As of September 30, 2019, the existing budget for Task 3.1 has been exhausted and exceeded due to unplanned team coordination and efforts to resolve the question of VMT compliance. This task includes up to 48 hours of additional project management time, to provide coordination among the Project team during preparation of proposed technical studies, resolve issues as they arise, and ensure compliance with the expanded Scope of Work and schedule, among other efforts.

Task 3.2 Attendance at Public Meetings/Hearings

This task includes up to 16 hours of attendance at additional meetings and/or participation in conference calls by Ms. Neary to coordinate with the City and other team members on the development of VMT thresholds and other factors of SB 743 compliance, parameters for the updated traffic analysis (new Task 6.3), consistency in assumptions among the three new technical studies, and any other consultation requested up to the fee estimate.

TASK 6 TECHNICAL STUDIES (NEW)

Task 6.1 Air Quality and Greenhouse Emissions Analysis Update
Psomas will update the air quality and GHG emissions sections of the
Administrative Draft PEIR, submitted to the City in July 2018 to reflect
quantitative air quality and GHG analyses based on a VMT approach, vehicle
fleet mix, and other transportation-related inputs to be revised. Criteria air
pollutant and GHG emissions will be quantified using the California Emissions
Estimator Model (CalEEMod) in accordance with South Coast Air Quality
Management District (SCAQMD) guidelines. A review of the air quality and
GHG emissions sections will also include updates to any language and/or
information that is now outdated, such as the local air quality monitoring data and
regulatory setting. Mitigation measures will be reviewed and revised as needed in
light of the updated air quality and GHG impact analyses. Supporting data will be
included as an appendix to the PEIR.

Task 6.2 Noise Analysis Update

Psomas will update the noise section of the Administrative Draft PEIR to reflect quantitative noise analyses based on a VMT approach, vehicle fleet mix, and

other transportation-related inputs to be revised. The noise level measurements taken in 2018 by Urban Crossroads, Inc. are still representative of existing conditions within the City and will be used in the updated section. Traffic noise contours for existing and future Without\With Project conditions will be reanalyzed with the latest traffic data. Traffic noise analyses will be conducted based on quantification methods developed by the Federal Highway Administration. Noise and vibration exposure from the Metro Gold Line to sensitive land uses within the City will be evaluated based on published noise and vibration studies for the Metro Gold Line, which are assumed to be adequate for this purpose. Changes in traffic noise and traffic noise exposure related to the proposed General Plan and DTSP Update will be based on the standards and impact criteria adopted by the City. Mitigation measures will be reviewed and revised as needed in light of the updated noise and vibration impact assessment. Supporting data will be included as an appendix to the PEIR.

Task 6.3 VMT Methodology and Transportation Analysis Iteris, as a subconsultant to Psomas, will perform the following tasks and prepare the associated deliverables, as listed below, to bring the City into compliance with the SB 743 requirement to transition from an LOS-based methodology to a VMT-based methodology to assess potential transportation impacts resulting from development projects. Iteris' complete scope of work is provided in Attachment B.

- 1. Project Management, Coordination, and Outreach
 - Kick-off meeting, informational meeting, monthly progress reports, hearing attendance
 - Preparation for and attendance at three public meetings (Optional)
- 2. Development of VMT Methodology
 - Technical memorandum of recommended project screening criteria
 - Technical memorandum of recommended VMT estimation methodology
 - Technical memorandum of thresholds of significance
- 3. Mitigation of VMT Impacts
 - Technical memorandum of recommended changes to City's transportation demand management (TDM) ordinance
- 4. Documentation and Process
 - Technical memorandum with Draft Transportation Study Guidelines
 - Technical memorandum with transportation analysis of the General Plan Update consistent with SB 743 in support of EIR

TASK 7 OPTIONAL (NEW)

Task 7.1 Additional Transportation Analysis Meetings (New) Iteris will, at the City's request, prepare for and attend up to two additional public outreach meetings.

ATTACHMENT A: FEE ESTIMATE

Task	Labor Fee	Direct Costs	Total Fees
Task 3 – Project Management and Meetings			
(Augment)			
Task 3.1 – Project Management and Quality Control	\$6,960	\$0	\$6,960
Task 3.2 – Attendance at Public meetings/hearings	\$2,160	\$0	\$2,160
Task 6 – Technical Studies (New)			
Task 6.1 – Air Quality and Greenhouse Gas Emissions Analysis Update	\$7,035	\$0	\$7,035
Task 6.2 – Noise Analysis Update	\$5,190	\$0	\$5,190
Task 6.3 – VMT Thresholds Assistance and Traffic Impact Analysis Update	\$1,375	\$50,506	\$51,881
Subtotal Fees	\$22,720	\$50,506	\$73,226
Approved Contingency Budget Applied	\$0	(\$34,320)	(\$34,320)
Total Fee Estimate	\$22,720	\$16,186	\$38,906
Task 7 – Optional (New)			
Task 7.1 – Additional Transportation Analysis Meetings	\$0	\$3,036	\$3,036
Total Fee Estimate with Optional Meetings	\$22,720	\$19,222	\$41,942

SECOND AMENDMENT TO AGREEMENT FOR SERVICES

THIS AMENDMENT ("Amendment") is made and entered into on the 4th day of March, 2020 by and between the CITY OF SOUTH PASADENA ("City") and PSOMAS ("Consultant").

RECITALS

WHEREAS, on August 17, 2019, the City Council approved a Professional Services Agreement (PSA) with Psomas to provide a second administrative draft for the General Plan and Downtown Specific Plan Program Environmental Impact Report; and

WHEREAS, the Term of the Agreement is through December 31, 2019, with the option to extend upon written agreement of the parties; and

WHEREAS, the Payment for Services in the Agreement shall not exceed the original authorized amount of \$98,480 unless the City has given specific advance approval in writing; and

WHEREAS, on November 6, 2019, the City Council approved the first amendment to the PSA to include a subconsultant to analyze and develop a Vehicle Miles Traveled threshold; and

WHEREAS, the Payment for Services in the Agreement was increased by Forty-One Thousand, Nine Hundred and Forty-Two Dollars (\$41,982) for a total not-to-exceed amount of One Hundred and Forty Thousand, Four Hundred and Twenty-Two Dollars (\$140,422); and

WHEREAS, the City and Consultant desire to expand the scope of services to include the environmental analysis associated with the 2021 Housing Element Update and extend the contract term by 24 months.

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

- 1. PARAGRAPH 3.1 "Scope of Services" is amended by adding an additional Scope of Services as set forth in Exhibit 1, attached and incorporated by this Amendment.
 - 2. PARAGRAPH 3.4 "Maximum Amount" is amended to read as follows: The highest total compensation and costs payable to Consultant by the City under this Agreement. The Maximum Amount under this Agreement is Two Hundred Twenty-Nine Thousand Two Hundred Fifty-Nine Dollars (\$229,259), which is comprised of Ninety-Eight Thousand, Four Hundred Eighty Dollars (\$98,480) for the original Scope of Services; Forty-One Thousand, Nine Hundred and Forty-Two Dollars (\$41,982) for the VMT Scope of Services; and Eighty-Eight Thousand Seven Hundred Ninety Seven Dollars (\$88,797) for the additional environmental analysis associated with the 2021 Housing Element Update and extension of the contract term

by 24 months.

- 3. PARAGRAPH 3.6 "Termination Date" is amended to read: December 31, 2021, or when the work is satisfactory completed, whichever occurs first, or unless extended by a supplemental amendment.
- 4. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

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

	"CITY"	"Consultant"
	City of South Pasadena By: March March	Psomas By: Jim Willer
	Signature Printed: Stephanie DeWolfe	Signature Printed: Jim Hunter
	Title: City Manager	Title: Vice President
	Date: 03/17/2020	Date: March 5, 2020
} a	Attest: By: W.G. Cycle Evelyn G. Zneimer, City Clerk Date: 3 19 2020	
	Approved as to form: By: Teresa L. Highsmith, City Attorney	

Exhibit 1 Scope of Services/Budget

TASK 1 DRAFT PROGRAM ENVIRONMENTAL IMPACT REPORT

Task 1.1 Revised Administrative Draft Program Environmental Impact Report (Augment)

Consultant will revise the in-progress PEIR to address the Housing Element to be prepared by PlaceWorks. The total number of dwelling units to accommodate the Regional Housing Needs Analysis (RHNA) allocation is anticipated to be approximately 2,200, which includes the 589 units as currently proposed in the General Plan Update and Downtown Specific Plan, accessory dwelling units (ADU) as allowed under the current ADU ordinance, and units in other locations. The parcel location of all dwelling units is to be determined. Consultant will also revise the in progress PEIR to reflect the environmental checklist questions (thresholds) that were substantively revised in the 2019 State CEQA Guidelines. An additional alternative will be included in the PEIR, reflecting analysis of the currently proposed 589 dwelling units and 430,000 square feet of non-residential. Consultant will begin incorporation of the Housing Element into the Revised Administrative Draft PEIR upon receipt of parcel/location and total housing unit data from the City that is not expected to change.

A Revised Administrative Draft PEIR will be electronically submitted to the City for review and comment within eight weeks following Consultant's receipt of the Housing Element data. This will include a clean .PDF of the PEIR sections and all technical reports, and clean and redline Word files to facilitate review of the revised document. The previously approved Task 1.2, Approval Draft EIR and Public Review, is not proposed to be augmented.

Deliverables: Revised Administrative Draft PEIR

Task 1.3 Reproduction and Distribution of PEIR (New)

Consultant will produce 50 CDs of the Draft PEIR for distribution to the mailing list, 10 hardcopies of the Draft PEIR (6 with electronic copies of Technical Appendices; 4 with hard copies of the Technical Appendices) for City staff and library/public review. All hard copies will include a CD copy of the Draft PEIR and Technical Appendices inside the front cover. A Notice of Completion (NOC) and a Notice of Availability (NOA) will also be prepared by Consultant, submitted to the City for one round of review and revision. The City-approved NOA will be submitted to the County Clerk and the State Clearinghouse (SCH). The SCH submittal will also include 15 CDs of the Draft EIR, and 15 hard copies of the Executive Summary. Fees anticipate using overnight delivery for packages going to the City, the SCH, and all Responsible Agencies (a maximum of 24, including SCH and libraries), except for those going to a P.O. Box, which will be delivered using Certified Mail via the U.S. Postal Service (USPS). All other packages (up to 500) will include a copy of the NOA and will be delivered using USPS First-Class Mail.

Consultant will assist in finalizing the Draft PEIR mailing list used for Notice of Preparation (NOP) distribution, and will coordinate the reproduction and distribution of the NOA, CDs, and hard copies to the mailing list for the 60-day public review period. Consultant will hand deliver the NOA to the County of Los Angeles Clerk-Recorder and collect a stamped copy and filing fee receipt; the filing fee for the NOA (\$75.00) is included in the direct costs. Consultant will prepare the draft legal notice (NOA Ad) for publication in a newspaper of general circulation in the South Pasadena area for one day and will coordinate the posting of the NOA Ad in the paper, including the fees for posting. This task includes one round of review and comment of the NOA Ad by the

City. The total newspaper publishing fee is included in the Consultant fee estimate for an amount not to exceed \$2,500.

Deliverable: Draft PEIR distribution (50 CDs, 10 hard copies); Notice of Availability (including filing); Notice of Completion; Notice of Preparation distribution; legal notice; and newspaper publication

TASK 2 FINAL PROGRAM ENVIRONMENTAL IMPACT REPORT

Task 2.1 Draft Response to Comments and Mitigation Monitoring and Reporting Program (Augment)

Based on the anticipated high level of controversy regarding accommodation of the RHNA allocation as part of the City's Housing Element, an increased level of effort to respond to public comments on the Draft PEIR is proposed. Consistent with the approved Scope of Work, upon completion of the public review period for the Draft PEIR, Consultant will review all written comments received on the Draft PEIR and will organize the comments and coordinate with the City on the approach to preparing responses to comments. Consultant will prepare the draft Response to Comments (RTC) and Mitigation Monitoring and list the changes to the Draft PEIR in response to the comments received. Also, this task includes Iteris' assistance in transportation-related responses to comments. If more extensive comments are received and it appears that additional effort will be necessary to prepare adequate responses, Consultant will notify the City for consideration of a budget augment. Six weeks following our receipt of all comment letters, Consultant will submit the draft Response to Comments and MMRP document electronically to the City for review and comment.

Deliverable: Draft Response to Comments and Mitigation Monitoring and Reporting Program

Task 2.2 Final Response to Comments and Mitigation Monitoring and Reporting Program (Augment)

Based on the greater number of comments, and therefore responses, on the Draft EIR, an increased level of effort to incorporate City comments on the Draft RTC/MMRP document is proposed. Task includes additional professional staff time necessary to prepare the Final RTC/MMRP. Three weeks following our receipt of compiled comments from the City, Consultant will revise the RTC/MMRP accordingly, and the final document will be electronically submitted for City use during PEIR certification. Consultant will coordinate mailing out the responses to each agency that provided comments on the PEIR at least ten calendar days prior to any public hearings on the Project. Fees anticipate using overnight delivery of the responses to each responsible agency.

Deliverable: Final Response to Comments and Mitigation Monitoring and Reporting Program

TASK 3 PROJECT MANAGEMENT AND MEETINGS

Task 3.1 Project Management and Quality Control (Augment)

This task includes additional project management and QA/QC time, to provide coordination among the Project team during preparation of proposed technical studies, resolve issues as they arise, and ensure compliance with the expanded Scope of Work and schedule, among other efforts.

Deliverable: Expanded project management

Task 3.2 Attendance at Public Meetings/Hearings (Augment)

This task includes attendance at additional meetings and/or participation in conference calls by Ms. Neary to coordinate with the City and other team members on the CEQA process, preparation for and participation in the Scoping Meeting associated with the Recirculated NOP, and any other consultation requested up to the fee estimate. As part of the Scoping Meeting, Consultant will assist in preparing a PowerPoint slide presentation, provide sign-in sheet and comment cards, and co-facilitate the meeting with the City.

Deliverable: PowerPoint slide presentations; meeting materials; and meeting facilitation

TASK 6 TECHNICAL STUDIES

Task 6.1 Transportation and Circulation Analyses (Augment)

Iteris, as a subconsultant to Consultant, will perform the following tasks and prepare the associated deliverables, as listed below.

- Iteris will work with the City and Consultant to provide transportation analysis of the
 implementation of the RHNA housing allocation in the City of South Pasadena in its Housing
 Element Update. The estimated location of RHNA housing units within the City and resulting
 population growth will be assigned to traffic analysis zones in the SCAG travel demand
 model and a new model scenario will be created and compared to the approved General
 Plan land use scenario. Changes in vehicle miles traveled characteristics will be produced for
 CEQA analysis of the Housing Element and will be summarized in a technical memorandum.
- The analysis of the RHNA housing units' effect on vehicle and non-vehicle transportation will be summarized in tables, graphics, and text in a separate technical memorandum to assist the City in presenting the implications of the South Pasadena RHNA allocation. These will be presented in a discussion of the location of the new housing units; their relation to transit and active transportation facilities, estimated needs for overnight parking, and the forecasted change in roadway usage. These conditions will be shown with analysis of:
 - o Growth in traffic on arterial streets (total and percent)
 - o Increased Gold Line ridership
 - o Gold Line and bus line Last Mile Access
 - o Bicycle access
 - o Estimated parking needs
- The scope assumes participation in four team coordination meetings and attendance;
 presentation at three public meetings;

Deliverable: Expanded transportation analysis; four (4) team coordination meetings; and three (3) public meetings

Task 6.4 Cultural Resources Records Search and Analysis Update (New)

The cultural and tribal cultural resources PEIR section will be updated based on data from the California Historical Resources Information System (CHRIS), the previous historic/built environment analyses provided by the City, and the South Pasadena Historic Resource Inventory. This task includes a review of recent research conducted for the City, a 2020 records and literature review for archaeological resources conducted through the CHRIS by Consultant, an updated Native American Heritage Commission (NAHC) Sacred Lands File (SFL) search, a 2020 paleontological records search through the Vertebrate Paleontology Section of the Natural History Museum of Los Angeles County (NHMLAC), and preparation of the cultural resources

and paleontology analyses of the PEIR, as described in more detail below. This task does not include field surveys, including a pedestrian archaeological survey, a pedestrian paleontological survey, or architectural assessment/windshield studies.

Cultural Record Searches and Literature Reviews

Consultant will conduct an archaeological records search through the CHRIS at the South-Central Coastal Information Center (SCCIC) to conduct a records search for the area of potential effect (APE). For purposes of this project, this search will encompass a ½-mile search radius around the APE. This task assumes the SCCIC records search can be completed in one business day. Copies of all previously recorded cultural resources records and relevant cultural resources reports within the search radius will be obtained. Consultant will also inspect any historical maps and aerials, U.S. Geologic Survey plats, and Government Land Office (GLO) plats that depict the project APE. Additionally, Consultant will request the NAHC conduct a search of the SLF database for the project APE. Since the City has completed a historic resource analysis (in the PEIR) for the built environment, Consultant will only consult the Built Environment Resource Directory (BERD) for historic resources added to the directory between 2002-2020 (not to exceed 200 listings). This scope assumes that all other historic data stored on the HRI or BERD will be provided by the City. This task does not include California Register of Historical Resources evaluations or re-evaluations of any structures and or districts omitted in the past analyses. Consultant will synthesize the EIR.

Paleontological Record Searches and Literature Reviews

Additionally, Consultant will request a paleontological resources records search and literature review for the Project APE, including a ½-mile search radius, from the NHMLAC. The NHMLAC provides a letter summarizing information on geological formations and known paleontological localities (if any) near the Project APE, and a determination of the paleontological sensitivity of the geologic units underlying the APE. This information will be used to update the analysis in the in-progress PEIR.

Cultural Resource and Paleontological Analyses

The cultural resources and paleontology analyses of the PEIR will be updated based on data collected from the record searches and literature reviews (described above). The analyses will include a prehistoric, historic, and geological background, methods, archival results, and recommendations for additional resource management/mitigation measures, if appropriate.

Deliverable: Historic Resource Inventory review/records search; and updated paleontological and cultural resource analysis (as needed)

Task 6.5 Energy Analysis (New)

Consultant will provide a qualitative discussion of existing and anticipated energy consumption from the construction and operations phases for future implementation of the General Plan Update and Housing Element. A qualitative approach is recommended for this analysis due to the speculative nature of assessing energy consumption related to existing buildings, which had been developed based on numerous energy efficiency standards adopted over decades as well as projecting the energy consumption for future buildings for which energy efficiency standards have yet to be developed. In addition, the composition of the existing fleet of roadway vehicles travelling within the City are also changing annually in terms of the corporate average fuel economy and the increasing adoption of alternative fueled vehicles. Consequently, qualitative

discussions of existing and future energy efficiency standards and energy consumption will be developed. Potential impacts will also be assessed relative to the Project's consistency with the applicable regional, State, and City plans and policies. The results of the energy study analysis will be presented in the energy section of the PEIR. If potential significant impacts are identified, Consultant will recommend mitigation measures to address those impacts.

Deliverable: Energy analysis and mitigation measures

TASK 7 RECIRCULATED NOTICE OF PREPARATION (NEW)

Consultant will prepare a draft Recirculated Notice of Preparation of an EIR (NOP), which will also include information about the Scoping Meeting. Consultant will submit the Recirculated NOP in electronic format to the City for review and comment. Once comments have been received, Consultant will revise the Recirculated NOP accordingly and prepare it for final review and approval to circulate. It is assumed the mailing list used for the 2018 NOP will be updated, as needed, by the City for distribution of the Recirculated NOP. This task includes some time to assist in mailing list preparation. Consultant will reproduce and distribute the NOP to all parties on the mailing list for the 30-day NOP comment period. Consultant will hand deliver the Recirculated NOP to the County of Los Angeles Clerk-Recorder and collect a stamped copy and filing fee receipt; the filing fee for the NOP is included in the direct costs. Consultant will prepare a NOC, which will be submitted to the SCH along with the Recirculated NOP. Fees anticipate using overnight delivery of the Recirculated NOP to the City, SCH, and all Responsible Agencies (a maximum of 24, including SCH and libraries), except for those going to a P.O. Box, which will be delivered using Certified Mail via the U.S. Postal Service (USPS). All other packages (up to 500) will be delivered using USPS First-Class Mail. Participation in the Scoping Meeting in included in the proposed augment to Task 3.2, Attendance at Public Meetings/Hearings.

Deliverable: Recirculated Notice of Preparation; Scoping Meetings

TASK 8 CONTINGENCY (AUGMENT)

Consistent with City request, this task includes a not-to-exceed budget equivalent to 10 percent of the fees for the above-listed tasks for work efforts requested by the City that may exceed the anticipated level of effort, such as, but not limited to, to more intense public involvement/written responses, additional rounds of document review or revision, additional meeting attendance or project management activities, and substantive changes to the General Plan Update and/or Housing Element. Funds in this contingency task will not be used without prior written authorization from the City, including written understanding between the City and Consultant of the work product/activity and anticipated level of effort.

Deliverable: Contingency

TASK 9 TRIBAL CONSULTATION ASSISTANCE (as authorized by City Staff)

If needed, Consultant will provide support to the City to fulfill the agency-to-agency consultation requirements under Assembly Bill (AB) 52 and Senate Bill (SB) 18, which will be required. This includes assisting in consultation with California Native American Tribes, identification of tribal cultural resources, and developing appropriate mitigation measures. This task assumes the preparation of up to six letters on City letterhead; one round of review by the City; and telephone consultation in concert with the City, as needed to consult with Tribes. Consultant can provide further support related to AB 52/SB 18 consultation, such as additional meetings,

minutes, development of non-standard mitigation measures, or additional site visits, subject to a scope and budget augment. The information provided by the City will be synthesized in the Tribal Cultural Resources analysis of the PEIR.

Deliverable: Tribal consultation analysis

BUDGET

<u>Task</u>	<u>Labor</u> <u>Fee</u>	<u>Direct</u> <u>Costs</u>	<u>Total</u>
Task 1 Draft Program Environmental Report			
1.1 Revised Administrative Draft PEIR (Augment)	\$17,479	\$0	\$17,479
1.3 Reproduction and Distribution of PEIR (New)	\$3,690	\$5,250	\$8,940
Task 2 Final Program Environmental Report			
2.1 Draft RTC and MMRP (Augment)	\$7,330	\$1,980	\$9,310
2.2 Final RTC and MMRP (Augment)	\$2,250	\$1,000	\$3,250
Task 3 Project Management and Meetings			
3.1 Project Management and Quality Control (Augment)	\$4,640	\$0	\$4,640
3.2 Attendance at Public Meetings/Hearings (Augment)	\$3,480	\$0	\$3,480
Task 6 Technical Studies			
6.1 Transportation and Circulation Analyses (Augment)	\$1,040	\$17,417	\$18,457
6.4 Cultural Resources Records Search and Analysis Update (New)	\$3,621	\$700	\$4,321
6.5 Energy Analysis (New)	\$4,640	\$0	\$4,640
Task 7 Recirculated Notice of Preparation (New)	\$5,050	\$550	\$5,600
Task 8 Contingency (Augment)	\$7,452	\$0	\$7,452
Task 9 Tribal Consultation Assistance	\$1,228	\$0	\$1,228
		Total	\$88,797

ATTACHMENT 6

Contract Amendment - Psomas

THIRD AMENDMENT TO AGREEMENT FOR SERVICES

THIS AMENDMENT ("Amendment") is made and entered into on the 15th day of December, 2021 by and between the CITY OF SOUTH PASADENA ("City") and Psomas. ("Consultant").

RECITALS

WHEREAS, on April 17, 2019, the City Council authorized the City Manager to execute a contract with Psomas to finalize the Program Environmental Impact Report for the General Plan Update and Downtown Specific Plan;

WHEREAS, on November 6, 2019, the City Council authorized the City Manager to execute the First Amendment with Psomas to adopt a Vehicle Miles Traveled threshold;

WHEREAS, on March 4, 2020, the City Council authorized the City Manager to execute the Second Amendment with Psomas to integrate the environmental analysis for the 2021-2029 Housing Element into the PEIR;

WHEREAS, the Term of the Agreement is through December 31, 2021, with the option to extend upon written agreement of the parties;

WHEREAS, the City and Consultant desire to extend the contract until the project has been completed.

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

- 1. PARAGRAPH 3.7 "Termination Date" is amended to read: Completion of the project or upon cancellation by the City.
- 2. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

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

"CITY"	"Consultant"	
City of South Pasadena	Psomas	
By:	By:	
Signature	Signature	
Printed: Arminé Chaparyan	Printed:	
Title: City Manager	Title:	
Date:	Date:	
A 44 cc4 c		
Attest:		
By:		
Christina Muñoz, Deputy City Clerk		
Date:		
Approved as to form:		
By:		
Andrew Jared, City Attorney		
Data		

ATTACHMENT 7 EPS PSA

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of South Pasadena / [Economic and Planning Systems, Inc.])

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of South Pasadena, a California municipal corporation ("City"), and Economic and Planning Systems, Inc. ("Consultant").

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: To conduct an inclusionary housing in-lieu fee study and provide affordable housing program recommendations including opportunities associated with the Caltrans surplus properties and options to waive development fees.
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. **DEFINITIONS**

- 3.1. "Scope of Services": Such professional services as are set forth in the written Scope of Services attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. "Agreement Administrator": The Agreement Administrator for this project is Margaret Lin, Manager of Long Range Planning and Economic Development. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

Professional Services Agreement – Consultant Services
Page 1 of 20

- 3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Seventy-Three Thousand Three Hundred Fourty-Five Dollars (\$73,345).
- 3.5. "Commencement Date": July 7, 2021.
- 3.6. "Termination Date": December 31, 2021.

4. TERM

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

5. CONSULTANT'S DUTIES

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

shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

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

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

6. SUBCONTRACTING

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

7. COMPENSATION

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

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

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Consultant shall defend, indemnify, and hold the City, tis elected officials, officers, employees, and agents free and harmless form 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

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- represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.
- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

- 11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
 - Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: Inclusionary Housing In-Lieu Fee Study
 - Documentation of Best's rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.
- 12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:
 - Professional Liability Insurance: \$2,000,000 per occurrence,
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\$2,000,000 aggregate

• General Liability:

•	General Aggregate:	\$4,000,000
•	Products Comp/Op Aggregate	\$4,000,000
•	Personal & Advertising Injury	\$2,000,000
•	Each Occurrence	\$2,000,000
•	Fire Damage (any one fire)	\$ 100,000
•	Medical Expense (any 1 person)	\$ 10,000

• Workers' Compensation:

•	Workers' Compensation	Statutory Limits
•	EL Each Accident	\$1,000,000
•	EL Disease - Policy Limit	\$1,000,000
•	EL Disease - Each Employee	\$1,000,000

- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

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

- 12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. Professional Liability Insurance or Errors & Omissions Coverage. The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period

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- endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. Claims-Made Policies. If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. Additional Insured Endorsements. The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Planning and Community Development, South Pasadena, CA 95945.
- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or

- self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductables and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.
 - City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.
- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

13. MUTUAL COOPERATION

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

14. NOTICES

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

If to City

Joanna Hankamer
City of South Pasadena
Planning and Community Development
Department
1414 Mission Street
South Pasadena, CA 91030
Talanhanay (626) 403, 7240

Telephone: (626) 403-7240 Facsimile: (626) 403-7241

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

If to Consultant

Darin Smith Managing Principal Economic and Planning Systems, Inc. 1330 Broadway, Suite 450 Oakland, CA 94612

Telephone: (510) 841-9190

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have

- the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. Conflicts of Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

"City" City of South Basadana Besenssender Besenson Besens	"Consultant" Economic and Planning Systems, Inc. By: Signature
Printed: Arminé Chaparyan	Printed: Darin Smith
Title: City Manager	Title: Managing Principal
8/9/2021 Date:	Date: 7/22/2021
Attest: Docusigned by: Lucie Colombo By: Lucie Colombo, CMC, CPMC City Clerk 8/9/2021 Date:	
Approved as to form: — Docusigned by:	
By:	_
Date:	

Exhibit A: Scope of Work

The following section describes the Scope of Work proposed by EPS to support the City in considering an in-lieu fee and other programs to increase the availability of affordable housing. Given the iterative nature of this planning process, and the variety of technical issues that may arise, various elements of this Work Program may need to be updated as the process unfolds.

Task 1 - Project Initiation Kick-off Meeting

- o EPS will participate in a project initiation kick-off meeting via phone or videoconference with City staff to discuss the context of the Project and the specific objectives. The primary goal of this meeting is to finalize the scope, including options for study methodology, deliverables, project schedule, and other project related issues. EPS will use this opportunity to identify and request existing data, documents, and other pertinent information that City staff can provide. EPS will also review the City's Inclusionary Housing Ordinance (IHO), relevant sections of the City's Housing Element, and other guidelines before the meeting, in order to facilitate a discussion with staff about the current context, existing implementation, and the City's goals for affordable housing development. Particular attention will be paid to the City's stated objective that "the proposed in-lieu fee should be established to incentivize building the required affordable housing units on-site," as this desire will affect how the inlieu fee is calculated.
 - Deliverable: Summary of Kick-off Meeting and Finalized Project Schedule
- Task 2: In-lieu Fee Methodology and Analysis
- Task 2.1 Prototypes, Assumptions and Proposed Methodology
 - o EPS will review market data and solicit input from City staff and key stakeholders to generate assumptions regarding typical residential product types, development costs, and market values for market-rate and affordable housing in the City and larger San Gabriel Valley region. Based on this review, EPS will prepare a memo outlining in detail our recommended approach to calculating the in-lieu fee, what assumptions will be used, and the housing prototypes to be analyzed. The memo will also identify any applicable state and federal laws regarding inclusionary housing in-lieu fees to demonstrate that the proposed methodology complies with such requirements.
 - Deliverable: Memo of Proposed Prototypes and Assumptions for Analysis

• Task 2.2 In-lieu Fee Study: Draft Report

O Using the recommendations outlined in the Task 2.1 memo, and the affordable income levels specified in the City's IHO, EPS will assemble a series of "static" pro forma financial models for the identified market-rate and affordable housing prototypes. The pro forma models for affordable units will be used to calculate the full cost of developing units at the required affordability levels, as well as the feasibility gap associated with developing such units given their market value. Depending on the methodology recommended in Task 2.1, these numbers will form the basis of the potential in-lieu fee. The pro forma models for market-rate units will be utilized to determine the feasibility impacts of the potential in-lieu fee on new development. This analysis will include an assessment of the impacts of the IHO's minimum deed-restriction term of 55 years. EPS will consult with targeted stakeholders in the market-rate and affordable housing developer community to vet the assumptions utilized in the pro forma models. EPS will produce an administrative draft report detailing the findings of the in-lieu fee calculation analysis. The report will be

delivered to City staff for review. EPS will receive and incorporate one (1) set of comments from the City into the final report produced in Task 2.3.

Deliverable: Draft In-lieu Fee Study Report and Recommendations

Task 2.3 Final In-lieu Fee Study Report

- o Based on staff's comments on the draft report and discussions/meetings as needed, EPS will prepare the final in-lieu fee study report within 30 days of receipt of comments.
 - Deliverable: Final In-lieu Fee Study Report and Recommendations

• Task 3: Affordable Housing Program

Task 3.1 Affordable Housing Program Options

- o Based on the in-lieu fee level calculated in Task 2 and the projected number of new units to be developed in the City (as informed by the City's General Plan and input from City staff), EPS will calculate an order-of-magnitude estimate for the amount of revenue likely to be generated by the in-lieu fee. Using this estimate and information gathered on the costs of affordable housing development, EPS will estimate the number of new affordable units that the City could support with these revenues through a City-administered affordable housing production program. The estimate will take into account the potential administrative costs associated with the local program, including staff or consulting time for fee collection as well as solicitation of and negotiation with potential recipients of the collected fees, as informed by discussions with other communities regarding their fee administration. EPS will also provide a high-level estimate of production that could be attained through leveraging the local funds with other common funding sources such as Low-Income Housing Tax Credits. EPS will then review the City's existing partnership with the San Gabriel Valley Regional Housing Trust (SGVRHT) in order to understand the potential affordable housing production that can be realized by leveraging that partnership. This review will include a discussion with City staff and relevant staff at SGVRHT to understand the operational and funding implications of such an approach. Based on these discussions, EPS will provide an estimate of the potential affordable unit production associated with directing the City's in lieu fee revenues towards its partnership with SGVRHT, and compare this production to the estimated production associated with a locally-administered program. In addition to housing production effects, the regional approach may affect how South Pasadena is credited with contributions and housing production at the State level, including in relation to its RHNA targets. EPS will aim to identify, describe, and potentially quantify how such implications may impact the merits of the regional approach. The findings of this analysis will be detailed in a draft memorandum to be delivered to City staff for review. The memo will contain comparison tables and graphics that will convey the analysis clearly to the public and key City decision-makers. EPS will receive and incorporate one (1) set of comments from the City into the final memo produced in Task 3.2.
 - Deliverable: Draft Comparative Housing Program Memo

• Task 3.2 Final Comparative Affordable Housing Program Memo

- Based on staff's comments on the draft memo and discussions/meetings as needed, EPS will
 prepare the final housing program memo within 30 days of receipt of comments.
 - Deliverable: Final Comparative Housing Program Memo

• Task 4: Public Outreach/Meetings

O During the project kick-off stage, EPS will work with the City to identify the appropriate target groups of stakeholders with whom to engage in order to validate various assumptions necessary for the analyses in Task 2 (i.e. construction costs). The City and EPS will coordinate

Professional Services Agreement – Consultant Services Page 17 of 20 three (3) virtual public workshops. The local business community, commercial and residential developers that are active in South Pasadena, the Chamber of Commerce, housing advocate groups, and members of the general public with an interest in the Inclusionary Housing Ordinance will be invited to attend public workshops. At these workshops, EPS will provide background on the IHO and the in-lieu fee methodology, and collect input from participants. EPS will assist staff in facilitating the workshops and discussions. EPS will additionally engage a subset of the targeted stakeholders on an informal basis to vet assumptions required for the pro formas developed in Task 2. Following public release of the fee study and program comparison, EPS will provide one (1) public presentation for release prior to the Planning Commission (PC) meeting for public review and PC feedback. Following the Commission's input, the final drafts may be adjusted if necessary. EPS will then provide presentations to the City Council for the resolution hearings. The proposed budget assumes EPS participation in up to two (2) Council resolution hearings.

Deliverable: Public Workshops, PC and City Council Presentations, and Revised Final Draft (as needed)

• Task 5: Project Administration

- EPS's approach to client engagement is to maintain open lines of communications. As such, EPS staff will remain in regular communication with City staff throughout the process by phone, e-mail, and other means to provide progress updates, preliminary findings, and address any questions or concerns that arise. As requested in the RFP, EPS will submit monthly progress reports to the City, and in the event project schedule delays are anticipated, EPS will meet with the City's project manager and agree on strategies to correct and mitigate to the extent possible to keep the project moving forward. If desired, EPS can set up a regular (i.e. monthly) check-in meeting with the City's project manager and other key staff members to complement these progress reports.
 - Deliverables: Monthly Progress Reports

Optional Task 6: Caltrans Surplus Property Opportunities

Building on the pro forma analysis completed in Task 3 and the housing program comparison completed in Task 4, EPS will analyze the potential affordable housing production that could be realized through the acquisition of surplus properties from Caltrans along the abandoned 710 right of way. EPS understands that the City already has another consultant under contract to estimate the costs associated with land acquisition and rehabilitation. EPS will incorporate those estimates and the scale of the development potential into our pro forma models, including the potential to leverage other funding sources such as tax credits, in order to estimate the total costs associated with developing affordable housing on the surplus property. Working with City staff, EPS will estimate these factors for three different affordability scenarios: 1) otherwise market rate development subject to the IHO; 2) 100 percent affordable housing at price points that qualify for "four percent" tax credits; and 3) 100 percent affordable housing at price points that may qualify for "nine percent" tax credits. This analysis will indicate how many units might be produced on the Caltrans properties, what the external and local subsidies might be under each scenario, and whether the combination of City-funded land acquisition costs and Cityprovided in-lieu fees may be adequate to fill the local funding requirements. The findings of this analysis will be summarized in a draft and final memorandum to be submitted to City staff.

> Professional Services Agreement – Consultant Services Page 18 of 20

- Deliverable: Draft and Final Summary of Recommendations for Incorporating Development of Affordable Housing on the Caltrans properties into the City's Affordable Housing Program.
- Optional Task 7: Analysis of Waiver of Development Fees and Public Art Program for Affordable Housing Units
 - O Building on the pro forma analysis completed in Task 3 and the understanding that the IHO will automatically trigger the State Density Bonus, EPS will assess the feasibility impacts associated with waiving other City-required development fees on new residential projects subject to the inclusionary housing requirements, in order to determine if such a waiver will off-set the economic impacts of the IHO on new development. This will include the potential waiver of the City's Growth Requirement Capital Fees and Public Art Program, as well as other fees that may be identified by City staff. The findings of this analysis will be summarized in a draft and final memorandum to be submitted to City staff.
 - Deliverable: Draft and Final Summary of Recommendations for Modifying the Public Art Program Requirements and Waiving or Reducing Development Fees or Other Planning Fees.

Exhibit B: Fee Schedule

Task/Description	Principal-In- Charge (\$300/hr)	Project Manager (\$230/hr)	Technical Analyst (\$205/hr)	Total Cost
1: Project Initiation	2	4	2	\$1,930
2.1: Prototypes, Assumptions and Proposed Methodology	8	12	16	\$8,440
2.2: In-Lieu Fee Study Draft Report	10	24	8	\$10,160
2.3: In-Lieu Fee Study Final Report	6	12	4	\$5,380
3.1: Affordable Housing Program Options	12	24	6	\$10,350
3.2: Final Comparative Affordable Housing Program Memo	6	12	-	\$4,560
4: Public Outreach/Meetings	20	28	9	\$14,285
5: Project Administration	6	12	-	\$4,560
6: Caltrans Surplus Property Opportunities (optional)	10	20	-	\$7,600
7: Analysis of DIF waivers and Public Art Program	8	16	-	\$6,080
Total	88	164	45	\$73,345

ATTACHMENT 8

Contract Amendment - EPS

FIRST AMENDMENT TO AGREEMENT FOR SERVICES

THIS AMENDMENT ("Amendment") is made and entered into on the 15th day of December, 2021 by and between the CITY OF SOUTH PASADENA ("City") and Economic and Planning Systems, Inc. ("Consultant").

RECITALS

WHEREAS, on July 7, 2021, the City Council authorized the City Manager to execute a contract with Economic and Planning Systems, Inc., to develop an Inclusionary Housing In-Lieu Fee Study;

WHEREAS, the Term of the Agreement is through December 31, 2021, with the option to extend upon written agreement of the parties;

WHEREAS, the City and Consultant desire to extend the contract until the project has been completed.

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

- 1. PARAGRAPH 3.7 "Termination Date" is amended to read: Completion of the project or upon cancellation by the City.
- 2. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

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

"CITY"	"Consultant"
City of South Pasadena	Economic and Planning Systems, Inc.
By:	By:
Signature	Signature
Printed: Arminé Chaparyan	Printed:
Title: City Manager	Title:
Date:	Date:
Attest:	
By:	
Christina Muñoz, Deputy City Clerk	
Date:	
Approved as to form:	
By:	
Andrew Jared, City Attorney	
Data	



City Council Agenda Report

ITEM NO. 12

DATE:

December 15, 2021

FROM:

Arminé Chaparyan, City Manager

PREPARED BY:

Andrew L. Jared, City Attorney

SUBJECT:

Consideration of Resolution Approving Participation In National Opioid Settlement Agreement And Authorizing The City Manager

To Execute The Related Participation Agreement

Recommendation

Staff recommends that the City Council consider adoption of Resolution (Attachment A), approving a Resolution authorizing participation in National Opioid Settlement and authorizing the City Manager to execute the related participation agreement.

Discussion

On July 22, 2021 a settlement was announced in multi-district federal litigation based in Ohio against opioid manufacturers and distributors.

The settlement arose out of litigation brought in Ohio by states and cities against the three largest pharmaceutical distributors-McKesson, Cardinal Health and Amerisource Bergen and the opioid manufacturer Janssen (owned by Johnson & Johnson). The 3,800 litigants contended that the distributors and Janssen contributed to the national opioid crisis by ignoring signs of opioid addiction and overselling opioids. The proposed settlement is worth \$26 billion and will cover all states, counties, and cities - even those who are not part of the litigation. The opioid distributors will pay \$21 billion over an 18-year period and Janssen will pay \$5 billion over a 7-year period.

Under the terms of settlement, California is scheduled to receive approximately somewhere between \$2.269 and \$2.34 billion. It is the State's responsibility to develop a way to distribute these funds to cities and counties through an intrastate allocation deal with cities and counties, otherwise the funds will be distributed to cities and counties according to a default model in the settlement. An intrastate allocation deal has been agreed upon and cities and counties expect to receive around 70% of the funds allotted for the State.

The City may receive around \$190,500. That calculation is based on the fact that the State is expected to receive around \$2.269 billion, 70% of which goes to cities and counties. Of that 70%, the City is entitled to 0.012%, which comes out to \$190,596. The City would receive this money over 18 years.

Consideration of Resolution Approving Participation In National Opioid Page 2 of 2

Jurisdictions must affirmatively opt-in to the settlement before January 2, 2022 to receive funds from the settlement.

Despite not participating in the litigation against the opioid distributors and manufacturers, the City has two options. It can: (1) opt-in to the settlement; or (2) it can decide not to opt-in.

If the City opts-in to the settlement, it must release its claims against the opioid distributors and manufacturers participating in the settlement. In exchange, the City will receive funds, which it can use to combat opioid abuse in the City and for other purposes. Under the terms of the settlement, the City would have to report how it spends funds received from the settlement.

By not acting, the City will not be a participant in the settlement. One advantage of not optingin to the settlement is that the City would retain the ability to pursue its own litigation against opioid distributors and manufacturers. If the City does not opt-in, then funds to be received by the City under the settlement would instead go directly to the State.

Fiscal Impact

Administration costs for preparation of this report are included in the 2020/2021 budget.

ATTACHMENTS:

1. City Council Resolution



City Council Agenda Report

ITEM NO. 13

DATE:

December 15, 2021

FROM:

Arminé Chaparyan, City Manager

PREPARED BY:

Sheila Pautsch, Community Services Director

SUBJECT:

Award of Contract to Michael Baker International for the

Completion of California Environmental Quality Act (CEQA) for Berkshire and Grevelia Pocket Parks in the Amount of \$25,870 and Appropriate \$25,870 from the Park Impact Fee Revenue Account.

Recommendation

It is recommended that the City Council:

- Award a Contract to Michael Baker International for the completion of CEQA compliance for Berkshire and Grevelia Pocket Parks in the amount of \$25,870 from the 275-6010-6410-8170-000 account; and
- 2. Appropriate funds from the Park Impact Fees Reserves.

Discussion/Analysis

Review of potential environmental impacts of this project are required to be eligible for the Proposition 68 per capita grant funds to pay for this matter.

A request for proposals (RFP) for environmental review services was posted on the PlanetBids website. Proposals were received on December 2, 2021, from the following firms.

Michael Baker International	\$25,870
Kimley-Horn and Associates, Inc.	\$29,650
UltraSystens Environmental Inc.	\$30,110
Psomas Environmental Service Group	\$59,752

After evaluating the proposals, staff determined Michael Baker International (Michael Baker) is qualified to complete the CEQA compliance for the two pocket parks. Michael Baker has been in business for more than 75 years providing professional engineering and consulting services for public and private sector clients. The firm has provided similar services locally in Santa Clarita, Laguna Woods, Santa Monica – Malibu School District, Pasadena Rose Bowl, County of Los Angeles, Baldwin Park, and completed the Initial Study / Mitigated Negative Declaration for the South Pasadena Dog Park.

Award of Contract to Michael Baker International and Appropriate \$25,870 from Park Impact Fee Revenue Account.

December 15, 2021

Page 2 of 2

The Parks and Recreation Commission made a final review of the two concept designs at its June 14, 2021 meeting. The Commissioners unanimously approved the two concept designs and recommended staff seek approval from the City Council for design and next steps. At the August 18, 2021 City Council meeting, the City Council approved the design and awarded a contract to David Zolz Design for construction document services. Upon initiation of environmental review, staff will determine what further steps, if any, are required for environmental action.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

There are sufficient funds available in the Park Impact Fee Reserves to appropriate these funds.

Public Notification of Agenda Item

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

Attachment: Consultant Services Agreement

ATTACHMENT 1

Consultant Services Agreement

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of South Pasadena / Michael Baker International)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of South Pasadena, a California municipal corporation ("City"), and Michael Baker International ("Consultant").

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: <u>CEQA Compliance for Berkshire and Grevelia Pocket Parks</u>
- 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": Exhibit A
- 3.2. "Agreement Administrator": The Agreement Administrator for this project is <u>Sheila Pautsch</u>, <u>Community Services Director</u>. 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 <u>Twenty</u> Five Thousand and Eight Hundred and Seventy Dollars (\$25,870).
- 3.5. "Commencement Date": December 16, 2021
- 3.6. "Termination Date": upon completion of project

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. <u>John Bellas</u> 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, tis elected officials, officers, employees, and agents free and harmless form 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: CEQA Compliance for Berkshire and Grevelia Pocket Parks
 - 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, \$2,000,000 aggregate
- 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

- Workers' Compensation:
 - Workers' Compensation
 - EL Each Accident
 - EL Disease Policy Limit
 - EL Disease Each Employee
- 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: Sheila Pautsch, Community Services, 815 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

Sheila Pautsch City of South Pasadena 815 Mission Street South Pasadena, CA 91030 Telephone: (626) 403-7362 Facsimile: (626) 403-7241

With courtesy copy to:

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

If to Consultant

John Bellas Michael Baker International 801 S Grand Ave #250 Los Angeles, CA 90017 Telephone: (213) 627-8645

15. SURVIVING COVENANTS

Facsimile: (213) 542-5710

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.

Professional Services Agreement – Consultant Services
Page 11 of 17

- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. Confidentiality. All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. Conflicts of Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the

following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

"City"	"Consultant"
City of South Pasadena	Michael Baker International
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:
Attest:	
By:	
City Clerk	
Date:	
Approved as to form:	
Ву:	
Andrew Jared, City Attorney	
Date:	

Exhibit A

Tasks and Subtasks	Subtask Fee	Task Fee
1. Project Initiation, Coordination Meeting & Proj Mgt		\$4,270
a. Kickoff Meeting and site visit	\$2,250	
b. Coordination Meetings and Project Management	\$2,020	
2. Technical Investigation		\$8,640
a. Air Quality Impact Analysis (Vista Environmental)	\$4,320	
b. Noise Impact Analysis (Vista Environmental)	\$4,320	
3. CEQA Categorical Exemption Documentation		\$10,860
a. Categorical Exemption Evaluation Report	\$7,760	
b. Notice of Exemption Preparation and Filing	\$1,370	
c. Public Hearing	\$1,730	
Expenses (travel, shipping, filing fees, postage, etc*)		\$2,100
Grand Total		\$25,870
*includes 20 copies of all Michael Baker –prepared		
documentation per exemption		

Exhibit B

Hourly Schedule		
John Bellas	\$240	
Frankie Tong	\$130	
Greg Tonkovich (Vista Environmental)	\$120	
Administrative Support/Technical Editor	\$95	
Geographic Information Systems (GIS) Analyst	\$130	



City Council Agenda Report

ITEM NO. 14

DATE:

December 15, 2021

FROM:

Arminé Chaparyan, City Manager

PREPARED BY:

Tara Schultz, Interim Human Resources & Risk Manager

H. Ted Gerber, Acting Public Works Director

SUBJECT:

Adoption of Resolution Approving a Classification and Salary Range for Deputy Community Services Director & a Resolution Approving a Classification and Salary Range for Environmental Services &

Sustainability Manager

Recommendation

It is recommended that the City Council consider the following actions:

- Adopt a resolution approving the classification and salary range for a new Deputy Community Services Director.
- 2. Appropriate \$19,460 to Community Services/Salaries Permanent account 101-7010-7011-7000-000 from General Fund Reserves to cover the difference in cost for the new Deputy Community Services Director.
- 3. Adopt a resolution approving the classification and salary range for a new Environmental Services and Sustainability Manager and authorize the City Manager to appoint this position.
- 4. Appropriate \$3,505 to Public Works/Environmental Services/Salaries Permanent account 101-6010-6015-7000-000 and \$19,865 to 503-6010-6713-7000-000 Public Works/Water Efficiency/Salaries Permanent account to cover the difference in cost for the new Environmental Services & Sustainability Manager.

Discussion/Analysis

Community Services:

South Pasadena is fortunate to have an active and enthusiastic community that participates in many of the City's events, activities and programs. Over the years the number of activities has increased, which in turn has increased the demand on staff. In addition, the pandemic has impacted how these services are provided as staff looks to expand and reinvent the programs. Often times, communities such as South Pasadena, have a Deputy Director to assist the Director with the management of these activities, along with the daily operations of the Community Services Department. Staff is recommending the creation and establishment of a new Deputy Community Services Director to provide the needed support to the Department and Director that has been missing and affords the City and Director the opportunity for succession planning.

Staff originally was to present this to the City Council for its consideration at its meeting of November 17, 2021. Staff has reevaluated the current department structure and has made changes to the proposed structure in order to better address the department's needs. Previously it was proposed that the existing Senior Management Analyst position, currently vacant, would be used to fund the new position for the remainder of the year. After further review, staff is proposing that we refile the Senior Management

Adoption of Resolution Establishing New Classifications and Salary Range December 15, 2021 Page 2 of 3

Analyst position and instead use the funding available from the currently vacant Community Services Coordinator which is 75% general fund and 25% Prop C funded. This proposed Deputy Community Services Director position would be an unrepresented management position and effective immediately upon approval. A recruitment will commence for this position upon approval.

Public Works

The City of South Pasadena's Public Works Department oversees environmental and sustainability programs in the areas of water conservation, electrification, renewable energy sources, emissions and noise reduction, carbon sequestration, organics diversion and landfill waste reduction, plastic use reduction, heat island mitigation, stormwater compliance, and environmental outreach and education. Furthermore, the City has organized the short and long-term goals of these environmental and sustainability programs into a Green Action Plan, adopted in 2019, and a comprehensive Climate Action Plan adopted in 2020.

In an effort to adequately allocate resources to these efforts, staff is proposing the creation of an Environmental Services and Sustainability Manager. This proposal is consistent with the changes to the Public Works Department recommended by the recent Department Organizational Study. This position will be responsible for the development and implementation of the city's sustainability and environmental programs and projects relative to stormwater quality, environmental assessments and conservation. This position will act as a resource for staff and community members alike, and will be responsible for administering the City's sustainability plans and programs, including the Water Conservation Program, South Pasadena Green Action Plan, and the Climate Action Plan. The establishment of a new Environmental Services and Sustainability Manager will also provide the needed support to the Department, the Director, and the Commissions and Committees the Department is responsible for. Currently the City has a staff person that is covering many of these responsibilities. The City Manager is seeking authorization to appoint and promote this current Water Conservation & Sustainability Analyst to this position. The Environmental Services and Sustainability Manager will be an Exempt position and a member of the Unrepresented Management Group.

Alternatives

The alternative to these changes is to leave the departments as is.

Fiscal Impact

The Deputy Community Services Director is a new position, with a proposed monthly salary range of \$8,027 - \$10,757. The estimated annual fully burdened cost of this position is \$155,670. This position is proposed to be funded through both General Fund (75%) and Prop C (25%). Currently there is a vacant Community Services Coordinator position that can be used to offset the cost of the proposed Deputy Director for the remainder of the fiscal year. Since it is not anticipated that the new position will be filled until after the beginning of the calendar year, staff is requesting an appropriation to the General Fund of \$58,376 to cover the difference for the remaining six months of the fiscal year. It should be noted that an appropriation in the Prop C Fund is not needed due to current vacancy savings. In future years, the full annual cost to the Prop C fund will be \$38,918.

The Environmental Services and Sustainability Manager is a new position, with a proposed salary range of \$7,254 - \$9,720, mirroring that of the Public Works Operations Manager. The estimated current annual cost of this position is \$88,680. The intent is to promote the current Water Conservation & Sustainability Analyst to fill the new Environmental Services and Sustainability Manager position. The Public Works Department will use the savings of the vacant Water Conservation & Sustainability Analyst position to

Adoption of Resolution Establishing New Classifications and Salary Range December 15, 2021 Page 3 of 3

cover the cost of the new Manager. The Water Conservation & Sustainability Analyst position will remain vacant until such time as funding can be identified to fund the position in the future. Should the Council approve the proposed Environmental Services and Sustainability Manager position, staff is seeking Council authorize for the City Manager to appoint the current Water Conservation & Sustainability Analyst to the position. Staff is also requesting appropriations of \$3,505 and \$19,865 to cover the differences for the remainder of the fiscal year in the General Fund and Water Fund respectively.

Public Notification of Agenda Item

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

Attachments:

- 1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA ESTABLISHING THE POSITION OF DEPUTY COMMUNITY SERVICES DIRECTOR, AND ADOPTING A NEW JOB DESCRIPTION AND SALARY RANGE
 - a. Exhibit "A" Deputy Community Services Director job description/classification specification
 - b. Exhibit "B" Deputy Community Services Director salary schedule
- 2) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA ESTABLISHING THE POSITION OF ENVIRONMENTAL SERVICES AND SUSTAINABILITY MANAGER, AND ADOPTING NEW JOB DESCRIPTION AND SALARY RANGE
 - a. Exhibit "A" Environmental Services & Sustainability Manager job description/classification specifications
 - b. Exhibit "B" Environmental Services & Sustainability Manager salary schedule

ATTACHMENT 1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA ESTABLISHING THE POSITION OF DEPUTY COMMUNITY SERVICES DIRECTOR, AND ADOPTING A NEW JOB DESCRIPTION AND SALARY RANGE

- a. Exhibit "A" Deputy Community Services Director job description/classification specification
- b. Exhibit "B" Deputy Community Services Director salary schedule

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA ESTABLISHING THE POSITION OF DEPUTY COMMUNITY SERVICES DIRECTOR, AND ADOPTING A NEW JOB DESCRIPTION AND SALARY RANGE

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

WHEREAS, the City has seen an increase in the events and activities, programs and projects of the Community Services Department over the past few years; and

WHEREAS, active communities like South Pasadena, with a rich culture of community involvement and tradition of events celebrating its history, typically have a Deputy Director assisting the Director with the management of these activities along with the daily management of the department operations; and

WHEREAS, the creation of a new Deputy Community Services Director classification is intended to assist the Director with the management of the Community Services Department; and

WHEREAS, this position is unrepresented management.

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

SECTION 1. That the classification of Deputy Community Services Director is hereby established.

SECTION 2. That the job description of Deputy Community Services Director, attached hereto as shown in Exhibit A, is hereby adopted.

SECTION 3. The Deputy Community Services Director classification is unrepresented management classification.

SECTION 4. The base salary schedule for the position of Deputy Community Services Director as established is set forth in the attached Exhibit B.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED ON this 15th day of December 2021.

Mayor Diana Mahmud	

ATTEST:	APPROVED AS TO FORM:
Christina Muñoz, Deputy City Clerk (seal)	Andrew Jared City Attorney
	esolution was duly adopted by the City Council of a regular meeting held on the 15 th day of December
AYES:	
NOES:	
ABSENT:	
ABSTAINED: None	
Christina Muñoz, Deputy City Clerk (seal)	

EXHBIT "A"

DEPUTY COMMUNITY SERVICES DIRECTOR Classification Specification

City of South Pasadena

DEFINITION:

Under limited supervision; plans, directs, manages and oversees the operations and activities within the Department of Community Services, including youth, recreation, sports, senior services, and special events; coordinates activities with other divisions, departments and outside agencies; acts as an advisor to management staff; provides complex support to the Director of Community Services; and performs related duties within area of assignment. Provides direct supervision over assigned subordinate full and part-time personnel.

The Deputy Community Services Director is designated as "at-will". At-will employees serve at the pleasure of the appointing authority, which for this position is the Director of Community Services and incumbents are subject to discharge without cause and without right of appeal. This is a single position classification which is responsible for the activities and operations within the Community Services Department which is not limited to but includes the following programs: Recreation, Community Center Services, Transit and Senior Programs.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Assists the Director with the management of the day-to-day activities of Community Service Department programs, and participates in the planning, administration and implementation of long term comprehensive Senior Services, Recreation and Transit programs that meets the physical, cultural, social and educational activities and services of all citizens.

Participate in the development, revision and implementation of department goals, objectives, policies and procedures.

Management and coordination of projects and program using CDBG, Local Return funds, Proposition A for Parks, and Prop 68 with emphasis on Local Return funds and Dial-A-Ride.

Prepares and recommends policies and procedures governing the use of parks and facilities.

Assist Director with the coordination and implementation of special projects including but not limited to homeless issues, grant administration and analysis, and Capital Improvement Projects.

Assist Director with development and management of Lease Agreements, Instructor Contracts, Performer Agreements, Service Agreements and related legal documents.

Works closely with the Public Works Department to ensure parks and facilities are maintained and remain in good repair

Evaluates current programs, staff and facilities and recommends improvements; develops comprehensive plans to satisfy future needs for department services; conducts surveys to determine recreational and senior services needs of the community; analyzes community needs as related to departmental programs, recommends new programs and/or the deletion of programs to satisfy community needs.

Collaborates with organized community groups and committees to promote and organize programs; acts as department representative at various assigned events; promotes the development and creates neighborhood groups to increase service delivery and promote department programs; recruits volunteers. Proactively engages with nonprofits, school district, key stakeholders and other community organizations.

Selects, plans, organizes, and assigns work of assigned employees; develops and establishes work methods and standards; conducts or directs staff training and development; reviews and evaluates employee performance; recommends disciplinary action.

Participates in the development of the budget; administers the monitoring of expenditures to assure effective utilization of resources and accomplishment of program objectives within available resources.

Administers the writing of grant applications in accordance with funding regulations and City policies; monitors and evaluates projects to assure compliance with grant restrictions.

Represents the Department Recreation, Senior, Transit and Community Services to other divisions, departments, elected officials and outside agencies; coordinate assigned activities with other divisions, departments, outside agencies and organizations.

Attends and participates in professional group meetings; stay abreast on current trends and innovations within the fields of Recreation, Community Center Services, Transportation Programming, and Senior Services

Prepare and present written and oral staff reports to the department director, City Council, commissions and other related agencies and/or community groups.

Assume duties of a disaster worker in the event of a locally declared emergency.

OTHER JOB RELATED DUTIES

Perform related duties and responsibilities as required.

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

Modern methods, techniques, principles and procedures used in the planning, development, implementation and monitoring of a variety contemporary of community services programs.

Knowledge of operations, services and activities of comprehensive senior services, recreation and transit programs.

Knowledge of Federal, State and local laws and regulations, and current trends in Community services delivery.

Knowledge in grants and administration, and management of information systems.

Demonstrated experience in successfully working with local organizations and the community in achieving assigned work projects and goals.

Principles and practices of division and program administration; including budgeting, purchasing and personnel management.

Standard program audit evaluation techniques and report writing.

Principles and procedures of records keeping and reporting.

Principles used in supervision, training, and performance evaluation.

Demonstrated experience in successfully "growing" fee based programs and services.

Skill to:

The core competencies related to supervision, leadership, and management including consensus building and team building.

Managing projects and programs.

Prioritizing and assigning work.

Operate modern office equipment including computer equipment.

Operate a motor vehicle safely.

Communicate clearly and concisely, both orally and in writing.

Ability to:

Manage and coordinate the work of supervisory, professional, technical, and administrative support personnel.

Manage community volunteers and contract workers.

Provide administrative and professional leadership and direction for the assigned division.

Recommend and implement Community Services Department goals, objectives, and practices for providing effective and efficient delivery of programs and services.

Identify, and accurately and effectively respond to community concerns and needs as they pertain to assigned division.

Design, develop and implement programs suited to the needs of the community.

Interpret and apply Federal, State, and local policies, procedures, laws and regulations.

Prepare and present clear and concise written and oral reports.

Exercise good judgment, flexibility, creativity, and sensitivity in response to changing situations and needs.

Work effectively with various segments of the community; develop and maintain harmonious public relations.

Analyze, interpret and explain department policies and procedures.

Select, supervise, train and evaluate staff.

Develop community and organizational support for programs.

Ability to operate a computer, calculator, telephone, and portable radio.

Ability to understand and respond to the public's and staff's requests for assistance both on the phone and in person.

Ability to prepare narrative reports, perform mathematical calculations and sort/file documents.

Ability to count money.

Ability to sit, stand, stoop or bend for up to eight hours at a time.

Ability to lift up to 45 pounds.

Ability to get from one location to another in the course of doing business.

Ability to make oral presentations.

Minimum Qualifications:

Experience/Training:

Five years of increasingly responsible experience in Community Services/Recreation Programs; including three years of supervising/managing experience. A Bachelor's degree from an accredited college or university in public or business administration, recreation, social services, or a closely related field. Any combination of education and/or experience that has provided the knowledge, skills, and abilities necessary for acceptable job performance may be considered. A master's degree is preferred.

License or Certificate:

Possession of a valid California State Class C driver's license and a good driving record.

Must have certification in CPR and First Aid at time of appointment.

SPECIAL REQUIREMENTS:

Work hours and days will vary according to program needs, including some weekends, evenings and holidays.

FSLA Status "Exempt" **Effective Date:**

Exhibit "B"

Deputy Community Services Director Salary Schedule

(Effective December 15, 2021)

Position	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Deputy Community Services Director	\$8,027	\$8,428	\$8,849	\$9,292	\$9,757	\$10,244	\$10,757

ATTACHMENT 2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA ESTABLISHING THE ENVIRONMENTAL SERVICES AND SUSTAINABILITY DIVISION OF THE PUBLIC WORKS DEPARTMENT AND ESTABLISHING THE POSITION OF ENVIRONMENTAL SERVICES AND SUSTAINABILITY MANAGER, AND ADOPTING NEW JOB DESCRIPTION AND SALARY RANGE

- a. Exhibit "A" Environmental Services & Sustainability Manager job description/classification specifications
- b. Exhibit "B" Environmental Services & Sustainability Manager salary schedule

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA ESTABLISHING THE POSITION OF ENVIRONMENTAL SERVICES AND SUSTAINABILITY MANAGER, AND ADOPTING NEW JOB DESCRIPTION AND SALARY RANGE

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

WHEREAS, the City adopted a Green Action Plan in 2019 and a comprehensive Climate Action Plan in 2020, both to achieve short and long-term environmental and sustainability goals; and

WHEREAS, the creation of a new Environmental Services and Sustainability Manager classification is intended to develop, coordinate and implement the City's environmental projects and programs; and

WHEREAS, this position is unrepresented management.

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

SECTION 1. That the classification of Environmental Services and Sustainability Manager is hereby established.

SECTION 2. That the job description of Environmental Services and Sustainability Manager, attached hereto as shown in Exhibit A, is hereby adopted.

SECTION 3. The Environmental Services and Sustainability Manager classification is unrepresented management classification.

SECTION 4. The base salary schedule for the position of Environmental Services and Sustainability Manager as established is set forth in the attached Exhibit B.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED ON this 15th day of December, 2021.

May	or Dian	a Ma	hmud	

RESOLUTION NO.
Page 2 of 10

ATTEST:	APPROVED AS TO FORM:		
Christina Muñoz, Deputy City Clerk (seal)	Andrew Jared City Attorney		
	olution was duly adopted by the City Council of regular meeting held on the 15th day of December		
AYES:			
NOES:			
ABSENT:			
ABSTAINED: None			
Christina Muñoz, Deputy City Clerk (seal)			

EXHBIT "A"

CITY OF SOUTH PASADENA

ENVIRONMENTAL SERVICES AND SUSTAINABILITY MANAGER

DEFINITION

Under the direction of the Director of Public Works, to perform complex professional water, energy, stormwater, refuse and environmental administration duties; to develop, coordinate, and supervise the City's water, energy, stormwater and environmental services programs; to advise and make recommendations regarding water, energy, refuse and other environmental issues; and to provide highly responsible and complex administrative support to the Director of Public Works Services including interpreting and implementing various environmental regulations.

SUPERVISION

This single-incumbent managerial class serves as a section-manager with specific responsibility for Public Works' Environmental Services & Sustainability projects and programs. This position reports directly to the Director of Public Works or designee. A person in this position has the ability to manage special projects, which typically requires substantial knowledge of the department's operations and in the environmental sustainability field. Exercises technical and administrative supervision over professional and administrative staff, creating detailed work assignments, evaluates work in progress and periodically reviewing completed work. Coordinates and monitors the work of outside contractors, vendors, and consultants. This position is a member of the unrepresented management class and is designated a "Exempt" under FLSA guidelines.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Develops, coordinates, and implements sustainability and environmental programs and projects relative to stormwater quality, environmental assessments and conservation. Serves as a resource for City departments and the general public regarding City sustainability programs, such as the Water Conservation Program, South Pasadena Green Action Plan, the Climate Action Plan, and events and activities.

Administers the City's Green Action Plan and Climate Action Plan and provides periodic updates to the City Manager, City Council and the community.

Review practices and procedures for compliance with Federal, State, and local laws and regulations for water conservation, energy efficiency, emissions reduction, refuse and recycling, and environmental programs.

Manages the City's Water Conservation program, including analyzing water sustainability demands, MWELO compliance reporting, and leading the City's water-wise education campaign, and coordinating water-wise design classes for residents and businesses.

Coordinate with Los Angeles County Public Works and the City's waste hauler to administer Household Hazardous and Electronic Waste programs.

Gathers data and prepares reports to Federal, State, and local agencies in compliance with regulations of AB32, AB939, AB1826, AB1594, SB1383, NPDES, and other environmental programs.

Prepare, recommend, and implement revisions and amendments to ordinances and resolutions relating to stormwater, water conservation, urban forestry, renewable energy, emissions reduction, water and sewer rates, refuse and recycling programs and other sustainability related issues.

Keeps abreast of emerging trends, innovative practices, and changes to legislative and technical developments in the field of sustainability and the environment. Informs staff of changes and new developments and makes recommendations, as necessary.

Investigate, interpret, analyze and make recommendations on proposals for new programs, services and equipment; conduct surveys and perform research and statistical analyses on administrative, fiscal and operational problems.

Analyze short and long term programs that are needed to meet the City's compliance needs with outside regulatory agencies and to positively interact with engineering staff, external consultants and outside agencies and vendors.

Participate with Community Development in the review of CEQA documents, performance of EIR/CEQA review for approved projects including preparation and monitoring of mitigation plans; supervise consultants.

Coordinate emergency preparedness activities for environmental-related services.

Coordinate the implementation of the City's NPDES Stormwater Program.

Oversees and participates in the selection and management of consultants and contractors for activities and services that promote environmental, economic and social sustainability; reviews work products to ensure quality and compliance with organizational requirements.

Provides lead staff support to the Natural Resources and Environmental Commission and other City boards, commissions and task forces as assigned.

Assists in the development and implementation of goals, objectives, policies, and procedures; works closely with assigned staff to develop and implement program area work plans and projects that achieve the goals and objectives of the department.

Oversees the development of assigned environmental program area work plan; assigns and facilitates the balancing of work activities, projects, and programs; monitors workflow and maintains timelines; reviews and evaluates team and individual work products, methods, and procedures.

Participates in the hiring and supervision of program staff; provides or coordinates staff training and coaching; conducts performance evaluations and implements performance development plans for staff; implements discipline procedures as necessary; maintains staff

quality and high standards required for the efficient and professional operation of the department.

Researches and writes technical and administrative reports and prepares written correspondence.

Leads the development of promotions and educational/public information events/programs for increasing environmental programs and services, conducts workshops and seminars; oversees production of marketing and educational materials, and media releases.

Provides guidance to business owners, residents, and other groups on awareness of the City's environmental programs including rebate, conservation, energy, and recycling programs.

Advises staff and the Public Works Director on complex environmental programs and regulatory compliance issues.

Communicates environmental regulations, municipal codes, ordinances, pollution plans, and policies related to pollution prevention to elected officials, other public agencies, private businesses, schools, and the general public.

Reviews regulations and related environmental literature to provide recommendations to the Public Works Director pertaining to new programs and/or services.

Locates potential funding sources, including grants; prepare and follow grant and other funding applications and administer and monitor expenditures of approved funds.

Makes oral and written presentations to the Natural Resources and Environmental Commission, City Council, various agency boards and the general public related to sustainability projects, programs, and services.

Reviews and interprets data and information resulting from environmental program activities, directs and coordinates special studies; prepares and maintains comprehensive regulatory reports and descriptive presentations.

Prepares and administers the environmental program budgets; forecast funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures and revenues; direct and implement adjustments; review invoices.

Directs the records management activities.

Represents the City at inter-agency meetings concerning environmental issues and programs.

Establishes and maintains positive working relationships with representatives of community-based organizations, other agencies, City management and staff and the public.

Requisitions and orders equipment and supplies.

Performs related duties and responsibilities as assigned.

OTHER JOB RELATED DUTIES

Perform related duties and responsibilities as assigned.

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JOB RELATED AND ESSENTIAL QUALIFICATIONS

Job Expertise – demonstrates knowledge of and experience with applicable professional/technical principles and practices for public administration; demonstrates experience with managing staff, including in the field environmental monitoring; demonstrates experience with interpreting, applying state legislation and/or regulations and City municipal code, and ability to work with regulators and stakeholders to modify program requirements to align with changing regulations; demonstrates experience with developing, interpreting, and applying contract management principles and practices; ability to provide technical input to and evaluation of program design and data evaluation; ability to implement, use, and improve data management systems for oversight of programs, including program performance, reporting, and budgeting, and rate setting; ability to develop and implement policies, procedures, and programs.

Collaboration – Develops networks and builds alliances; engages in cross-functional activities.

Communication Skills – Effectively conveys information and expresses thoughts and facts clearly, orally and in writing; demonstrates effective use of listening skills; displays openness to other people's ideas and thoughts.

Initiative – Exhibits resourceful behaviors toward meeting job objectives; anticipates problems, is proactive, and avoids difficulties by planning ahead; displays willingness to assume extra responsibility and challenges; pursues continuing education opportunities that promotes job performance.

Leadership – Leads by example; demonstrates high ethical standards; remains visible and approachable and interacts with others on a regular basis; promotes a cooperative work environment, allowing others to learn from mistakes; provides motivational supports and direction.

Project Management – Ensures support for projects and implements agency goals and strategic objectives.

Problem Solving – Approaches a situation or problem by defining the problem or issue; determines the significance of problem; collects information; uses logic and intuition to arrive at decisions or solutions to problems that achieve the desired outcome.

Supervision – Sets effective long and short-term goals based on a good understanding of management practices; establishes realistic priorities within available resources; provides motivational support; empowers others; assigns decision-making and work functions to others in an appropriate manner to maximize organizational and individual effectiveness.

Knowledge of:

Methods and techniques of research, evaluation and professional report writing.

Principles, procedures, standards, practices, trends and information sources in the field of natural resources, water and energy conservation, renewable resources, and refuse and recycling.

Application of ordinances, legislation, policies standards, procedures and historical practices associated with water resources management.

Guidelines and requirements of CEQA, NPDES, AQMD, Clean Water Act, AB939 and stormwater pollution prevention plans as they apply to Cities.

Principles and procedures of record keeping.

Principles of budget preparation and control.

Safe driving principles and practices.

Applicable federal, state and local laws and regulations related to the environment and sustainability.

Budget development and administration.

Project management methods and techniques.

Collaboration process techniques.

Principles and practices of staff and organizational development.

Principles and practices of supervision and training.

Effective customer service techniques.

Skill to:

Organizing and coordinating the work of others.

Supervising staff and interacting effectively with others.

Program management and evaluation.

Conducting complex research and analysis.

Using a personal computer and applicable software applications.

Operate modern office equipment including computer equipment.

Operate a motor vehicle safely.

Ability to:

Select, supervise, train and evaluate staff.

Plan, organize and coordinate the work of staff.

Plan, develop, implement and monitor various projects and programs.

Develop and implement policies and procedures.

Prioritize and manage multiple programs and assignments.

Analyze, interpret and solve administrative and budgetary problems.

Perform complex policy analysis and research.

Prepare and present clear, concise and comprehensive written and oral reports and recommendations.

Work independently and collaboratively to resolve issues and reach consensus.

Establish, maintain, and foster positive and cooperative working relationships with City employees, various businesses, community groups and agencies, and the general public.

Provide effective customer service.

Work alone or as a project team member to conduct research and to perform analysis of collected data.

Perform highly complex assignments, including special capital projects, budget development and review and supervision of consultant work.

Identify opportunities for the development of new and improved water, stormwater, refuse and recycling, and energy resource programs; suggest improvements for delivery of service.

Recognize, design, develop, and implement water and environmental related programs suited to the needs of the organization.

Interpret and explain environmental related policies and procedures.

Analyze and compile technical and statistical data and prepare comprehensive reports.

Prepare reports, brochures, and information for City use and public distribution.

Properly interpret and make decisions in accordance with applicable laws, regulations, and policies.

Conduct work in a safe manner in accordance with established policy.

Communicate clearly and concisely, both orally and in writing.

Review Country, State and/or Federal Grant funding opportunities for water and environmental grants and prepare proposals to outside agencies to assist with compliance with various environmental programs.

Minimum Qualifications:

Education and Training:

A Bachelor's Degree from an accredited college or university in Environmental or Earth Science, Urban Planning, Public or Business Administration, or a closely related field. A Master's degree from an accredited college or university in a related field.

Acceptable Substitution: Additional years of experience in developing, promoting, and implementing environmental programs may be substituted for the education on a year-for-year basis. There shall be no substitution for the experience.

Experience:

Four (4) years of increasingly responsible experience in developing, promoting, and implementing environmental programs, including two years of progressively responsible supervisory experience or lead responsibility for other professional staff. Experience managing environmental programs in a municipal organization is highly desirable. Specific water, stormwater, energy, refuse and recycling, and environmental experience in a public sector agency is highly desirable.

License or Certificate:

Possession of, or ability to obtain, an appropriate, valid driver's license.

SUPPLEMENTAL INFORMATION

WORKING CONDITIONS:

Work is regularly performed indoors in an office environment with frequent interruptions. Office work requires sitting for prolonged periods of time and using a computer keyboard and screen. Physical demands include sitting, standing, reaching, carrying and walking. Work includes attending events and meetings at off-site locations. Occasionally required to work evenings and/or weekends.

Work in an office and field environment; sustain posture in a standing, walking, or seated position for prolonged periods of time; travel to attend a variety of meetings. May be required to attend off-hour meetings and council meetings.

PHYSICAL DEMANDS: Mobility to work in a standard office or field environment, use standard office equipment and attend off-site meetings; operate a motor vehicle on surface streets with occasional exposure to weather conditions, construction and traffic hazards; mobility to traverse uneven terrain, periodically standing, stooping, bending, climbing and kneeling to perform fieldwork; sit at desk for long periods of time; lift light to moderately heavy weights; vision to read handwritten and printed materials and a computer screen; hearing and speech to communicate in person and by telephone; manual dexterity to operate small equipment, tools and standard office equipment and supplies, and to manipulate both single sheets of paper and large document holders (binders, manuals, etc.).

ENVIRONMENTAL ELEMENTS: Employees generally work in an office environment with moderate noise levels, controlled temperature conditions and no direct exposure to hazardous physical substances. Employees may also work in a field environment and may be exposed to inclement weather conditions. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing department guidelines, policies, and procedures.

Effective Date:

December 15, 2021 FLSA: "Exempt"

Exhibit "B"

Environmental Services and Sustainability Manager Salary Schedule

(Effective December 15, 2021)

Position	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Environmental	\$7,254	\$7,616	\$7,997	\$8,397	\$8,817	\$9,258	\$9,720
Services and							
Sustainability							
Manager							



City Council Agenda Report

ITEM NO. 15

DATE:

December 15, 2021

FROM:

Arminé Chaparyan, City Manager

PREPARED BY:

Angelica Frausto-Lupo, Community Development Director

Margaret Lin, Deputy Community Development Director

SUBJECT:

Renew Annual Agreement with Digital Map Products, LP for

GovClarity, Map-Based Location Information License and

Application

Recommendation Action

It is recommended that the City Council:

1. Approve the Agreement with Digital Map Products, LP in an amount not to exceed \$25,602 to renew the annual agreement for GovClarity for the term of October 1, 2020 through September 30, 2021.

Discussion/Analysis

GovClarity is a digital map-based location data service provided by Digital Map Products, LP that is used by the Planning and Community Development Department to access data in support of processing land use and development permit applications. The annual contract amount increases by 2% per year under an automatic renewal, and the cost for these services for the 2021-2022 term is \$25,601.64. The term of the agreement begins on October 1 every year for services provided through September 30 of the next calendar year. Continued access to map-based location data through GovClarity is critical to the processing of planning applications. Therefore, staff recommends that City Council approve the 2021-2022 contract.

Background

GovClarity provides a digital platform for the City's basic Geographic Information System (GIS) needs and does not require City IT resources to maintain and update. GovClarity provides the following services:

- The ability for City staff members to create data-based maps
- The ability for city staff to make updates to the GIS data base
- The baseline GIS product, unlimited user accounts
- The LAR-IAC imagery, as purchased by the City
- L.A. County Parcels, updated quarterly
- L.A. County Tax Roll, updated annually
- L.A. County Property Sales transactions, updated quarterly
- U.S. Census streets

- Ability to create unlimited City layers added to the map
- City-maintained layers
- Generic Point mapping-unlimited number of point layers added and maintained by the City; Track things like city projects, graffiti issues, city-owned properties, etc.
- Addresses initial layer added from parcel data; City may choose to add additional address/unit points on the map for better address geocoding.
- Scanned documents unlimited upload and linking of scanned documents to street segments, parcels, or regions on the map.
- Staff training

The City initially contracted with Digital Map Products, LP in 2014 for the GovClarity digital application. The 2018 and subsequent agreements include an automatic annual renewal and 2% service charge increase per year unless the agreement is cancelled at least 60 days prior to the end of the term. Agreements prior to the 2020-2021 agreement were renewed annually under the City Manager's contract authority; however, the service fee now exceeds \$25,000 and therefore the processing of the annual agreement requires City Council approval.

According to Digital Map Products, the annual increase of 2% for local government agencies is below typical industry standard increases of 5-6%. The annual 2% increase covers the increased costs of data licensed by and integrated into GovClarity every year.

Fiscal Impact

The cost for the 2021-2022 GovClarity agreement is \$25,601.64. There is sufficient funding in the Community Development Department Contract Services Account to cover the cost of the agreement (Account #101-7010-7077-8180-000).

Public Notification of Agenda Item

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

Attachment: 2021-2022 Agreement with Digital Map Products, LP for GovClarity



5201 California Avenue, Suite 200 Irvine, CA 92617 (949) 333-5111

Date: 3/23/2021 2:15 PM

Solution Specialist: Mary Kane Agreement #: Q-05577-2 **Expires On:** 10/1/2021

Company Name

State/Province

Zip/Postal Code

Billing Contact

Billing Phone

Street Name

City

Email

Company Name

South Pasadena, City of

Company DBA

Contact Name Sean Joyce **Position** City Manager **Street Address** 1414 Mission Street South Pasadena City

State/Province CA **Zip/Postal Code** 91030

Phone (626) 403-7210

Email sjoyce@southpasadenaca.gov

ACCOUNT LIAISON

Contact Name Elaine Serrano

eserrano@southpasadenaca.gov Email

Phone (626) 403-7223 **Agreement Term** 10/1/2021 thru 9/30/2022 **Contract Term** 12

Billing Information (if different from Company)

CA

91030

South Pasadena, City of

eserrano@southpasadenaca.gov

1414 Mission Street

South Pasadena

Elaine Serrano

(626) 403-7223

Payment Terms Due on receipt **Billing Frequency** Annually **Billing Method** Email **Payment Method** Check

Quote Type Renewal

The Gross Price Total set forth below does not include applicable taxes which will be calculated and **Billing Note**

included on the invoice from Digital Map Products, L.P.

Subscription

QTY/UNIT	PART#	DESCRIPTION	CONTRACT PRICE
1.00	GovClarity-GCE	GovClarity Enterprise Edition - Enterprise	USD 25,601.64

	Contract Price	Average Annual Price
Subscription Total	USD 25,601.64	USD 25,601.64
Data Total	USD 0.00	USD 0.00
Professional	USD 0.00	USD 0.00
Services Total		
Other Total	USD 0.00	USD 0.00
Gross Price Total	USD 25,601.64	USD 25,601.64

Other Deal Terms & Processing Instructions

I, THE UNDERSIGNED, hereby specifically agree to purchase the renewal for the product(s) listed above, and that use of such product(s) is subject solely to the Agreement and Web Application Subscription Terms and Conditions, as amended (collectively the "Agreement").

Renew GovClarity Enterprise with Tax Maps. # of User Licenses: Agency-wide. Geographic coverage: city boundaries + 500' buffer

The parties agree to the terms contained herein including the attached Web Application Subscription Terms and Conditions and all exhibits.

South	Pasadena,
C	City of

DIGITAL MAP PRODUCTS, L.P.

By:	By:	
Name:	Name:	
Title:	Title:	
Date:	Date:	

Web Application Subscription Terms and Conditions

By executing the Agreement, You agree that the Agreement terms govern Your acquisition and use of the Licensed Products. If You are entering into this Agreement on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its affiliates to these terms, in which case the terms "You" or "Your" shall refer to the entity and its affiliates. If You do not have such authority, or if You do not agree with these terms and conditions, You must not accept the Agreement and may not accept or use the Licensed Products.

1. DEFINITIONS

"Agreement" means the combination of the Order Form and these Web Application Subscription Terms and Conditions. In the event of any conflict between these Web Application Subscription Terms and Conditions and the Order Form, these Web Applications Subscription Terms and Conditions will apply.

"Content" means any content provided through the Web Application (whether created by Us or Our third-party licensors), and includes but is not limited to any information portrayed or rendered in any manner through the Web Application, including maps, data, analysis and images of any kind.

"Effective Date" The Agreement is effective as of the date of the last signature of the parties on both the Order Form and these Web Application Subscription Terms and Conditions.

"Order Form" means an ordering document specifying the specifics of what is being provided hereunder that is entered into between You and Us, including any addenda and supplements thereto. By entering into an Order Form hereunder, an affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"User" means an individual who is authorized by You to use the Web Application, for whom You have ordered the Web Application, and to whom You (or We at Your request) have supplied a user identification and password.

"We," "Us" or "Our" means Digital Map Products, L.P. or its affiliates.

"Web Application" means the product You have requested access to and that has been ordered by You under this Agreement and has been made available by Us, excluding any third- party web sites, content, or applications that our products and services link to. Any use of the term Web Application shall be assumed to include Content.

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"Your Data" means electronic data and information submitted by or for You to be incorporated into the Web Application.

2. WEB APPLICATION, CONTENT, AND USAGE

- **2.1. Web Application and Content.** We will (a) make the Web Application available to You pursuant to this Agreement and the Order Form, (b) provide support for the Web Application to You pursuant to any such indication on the Order Form. Unless expressly provided otherwise, the Web Application is purchased as a subscription, and subject to usage limits, including, for example, (i) the number of Users and the geographic coverage areas specified in the Order Form and (ii) You may not extract more than 30,000 property records per month without a separate data license. Unless otherwise specified, the Web Application may not be accessed by more than the number of Users indicated, a User's password may not be shared with any other individual, and Users will not attempt to access information or functionality outside of the purchased geographic coverage areas.
- **2.2 Your Responsibilities.** You will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality, and legality of Your Data and the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Web Application, and notify Us promptly of any such unauthorized access or use, and (d) use the Web Application in accordance with any applicable laws and government regulations.
- **2.3 Usage Restrictions.** You will not (a) make the Web Application available to, or use the Web Application for the benefit of, anyone other than You or Users, (b) sell, resell, license, sublicense, distribute, rent, or lease any portion of the Web Application, (c) use the Web Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) interfere or disrupt the integrity or performance of the Web Application or third-party data, (e) copy the Web Application or any part, feature, function, or user interface thereof, (f) copy, extract, or store Content except as expressly permitted, (g) frame or mirror any part of the Web Application, other than framing on Your own intranets or otherwise for Your own internal business purposes, (h) process, extract, conduct load testing on, or place undue load on any part of the Web Application except as expressly permitted, (i) use the Web Application for marketing or telemarketing purposes; or (j) access the Web Application in order to build or enhance a competitive product or service.
- **2.4. Future Functionality, Updates, and Beta Services.** You agree that Your purchase of use of the Web Application is not contingent on the delivery of any future functionality or content, nor dependent on any oral or written public comments made by Us regarding future

functionality or content. You agree that We may make changes to the Web Application over time for any reason, without limitation, and that We may not continue to provide or support older versions of the Web Application. We may invite You to try other Web Applications and options to Web Applications. Any such additional Web Applications and options may be subject to additional or separate terms and fees. In the event that such other Web Applications and options are trials or beta products, we will have no liability for any harm or damage arising out of Your use of such.

3. FEES, PAYMENT, AND TERM

- **3.1. Fees and Payment.** You will pay all fees specified in the Order Form plus any applicable taxes, levies, duties, or similar governmental assessments of any nature. Except as otherwise specified herein or in an Order Form, (a) fees are based on the purchased use and not actual incremental usage, (b) payment obligations are non-cancelable and fees paid are non-refundable, (c) fees shall be made in advance in accordance with the frequency stated in the Order Form, (d) quantities or add-ons purchased cannot be decreased during the relevant subscription term, and (e) unless otherwise stated in the Order Form, invoiced charges are due Due on receipt days from the invoice date. You are responsible for providing complete and accurate billing and contact information and notifying Us of any changes to such information.
- **3.2. Non-Payment or Failure to Pay.** A charge of 1.5% per month may be assessed on any outstanding and past due invoices until paid in full. You will be charged for any cost of collections including, but not limited to, agent fees, legal fees and costs, and other associated expenses. If Your access and use is terminated or suspended due to nonpayment or non-compliance, You shall nonetheless still be responsible for any fees as set forth in this Agreement. If We do not receive from You payment for the invoiced amount within days of its due date, We may suspend Your access and use of the Web Application, until You bring Your account current.
- **3.3. Term of Agreement**. This Agreement will continue for the period defined in the Order Form as the Agreement Term ("Initial Term"). After the Initial Term, this Agreement shall automatically renew for additional twelve (12) month periods ("Renewal Term") unless either party provides written notification to the other party of its intent not to renew at least sixty (60) days prior to the expiration of the then Initial Term or Renewal Term. For any Renewal Term, all fees shall increase by 2% over the previous Term. Upon termination, any licenses or rights granted by Us under this Agreement are immediately revoked.

4. PROPRIETARY RIGHTS, LICENSES, AND CONFIDENTIALITY

- **4.1. Reservation of Rights.** Subject to the limited rights expressly granted hereunder, We and Our licensors reserve all of Our/their rights, titles, and interests in and to the Web Application, including all of Our/their related intellectual property rights. You understand that We may at our sole discretion replace vendors or suppliers related to Content or Web Application functionality at any time without notice. You agree that any works commissioned or undertaken by Us pursuant to or in supplement to this Agreement shall be and remain Our property. No rights are granted to You hereunder other than as expressly set forth herein.
- **4.2. Preservation of Notices.** You agree to include, and not to remove or obscure, any copyright, trademark, patent, or other notices appearing within our Web Application including any visual or printed depictions of the same.
- **4.3. License to Host Your Data.** You grant Us a limited-term license to host, copy, adapt, modify, transmit, and display Your Data, as necessary for Us to provide the Web Application to You. You reserve all title, interest and intellectual property rights to Your Data.
- **4.4. License to Collect Data and Use Feedback.** You agree that We may collect and use information gathered as part of the Web Application to improve Our technology, products, and internal processes. You grant Us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Web Application any suggestion, enhancement request, recommendation, correction, or other feedback provided by You or Your Users.

5. CONFIDENTIALITY

5.1. Trade Secrets and Confidential Information. The Web Application is based on and includes Our proprietary trade secrets and confidential information. You will not modify, adapt, translate, reverse engineer, decompile, attempt unauthorized access to, or disassemble any portion of the Web Application. You will treat the Web Application with at least the same degree of care (and no less than a reasonable degree of care) as that which You would treat Your own trade secrets and confidential information. You will not disclose the terms of this Agreement or any Order Form to any third party.

6. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

6.1. Our Warranties. EXCEPT FOR ANY EXPRESS WARRANTIES PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR OTHERWISE. WE PROVIDE THE WEB APPLICATION ON AN "AS IS," "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATION, WARRANTY, OR COVENANT WHATSOEVER REGARDING PERFORMANCE, FUNCTIONALITY, AVAILABILITY, ACCURACY, OR SECURITY OF THE WEB APPLICATION OR YOUR DATA. WE MAY ALTER, REDUCE THE FUNCTIONALITY OR CONTENT OF, AND/OR TERMINATE THE WEB APPLICATION AT ANY TIME WITHOUT CAUSE IN OUR SOLE DISCRETION. NO AGENT OF DMP IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF DMP AS SET FORTH HEREIN.

NEITHER US NOR ANY THIRD-PARTY PROVIDERS, PARTNERS OR AFFILIATES WARRANT THAT THE WEB APPLICATION, SERVERS, OR ANY E-MAIL SENT ARE FREE OF ERRORS, OMISSIONS, VIRUSES OR OTHER HARMFUL COMPONENTS. BY

ACCEPTING THIS AGREEMENT, YOU DISCLAIM ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS OF OURS AND ANY OF OUR THIRD-PARTY PROVIDERS, PARTNERS, OR AFFILIATES EXCEPT AS EXPRESSLY PROVIDED HEREIN.

- **6.2. Limitation of Liability.** Our aggregate and maximum liability in connection with any claim arising out of or relating to this Agreement shall be limited to a refund of fees paid by You to Us up to a limit of one year's worth of fees. We shall not be liable for any special, indirect, incidental, or consequential damages of any kind (including attorneys' fees) arising in connection with Your use of the Web Application, or any failure by Us to perform our obligations, regardless of any negligence alleged.
- **6.3. Indemnification.** We will defend and indemnify You against a third-party action, suit, or proceeding against You to the extent such claim is based upon an allegation that the Web Application or Content under this Agreement infringes a valid United States patent or copyright or misappropriates a third party's trade secret. If a third party alleges that Your Data or your use of the Web Application in breach of this Agreement infringes or misappropriates intellectual property rights or violates law, You will defend and indemnify Us and Our third party providers, partners, and affiliates against any such claim, demand, suit, or proceeding, including any judgments, settlements, and attorney fees.

7. ADDITIONAL PROVISIONS

- **7.1. Non-Assignability.** Neither party may assign or transfer this Agreement without the prior written consent of the other party. Any unauthorized assessment or transfer will be null and void, and enables termination. This Agreement is binding upon any authorized successor or assignee.
- **7.2. Entire Understanding.** This Agreement is the parties' entire agreement relating to its subject, and supersedes any prior or contemporaneous agreement. Any amendment must be in writing and expressly state that it is amending this Agreement.
- **7.3. Governing Law & Arbitration.** This Agreement is governed by California law, excluding California's choice of law rules. All disputes relating to this Agreement will be subject to binding arbitration pursuant to the rules of The American Arbitration Association or the Judicial Arbitration and Mediations Services, Inc. The exclusive place of the arbitration shall be Orange County, California. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. For the purpose of entry of judgment on such an award, the parties consent to personal jurisdiction in the courts of Orange County, California.
- **7.4. Headings Not Controlling.** All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
- **7.5. Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision is fully separable, and the remaining provisions of the Agreement shall remain in full force and effect.

South Pasadena, City of	DIGITAL MAP PRODUCTS, L.P.		
Ву:	Ву:		
Name:	Name:		
Title:	Title:		
Date:	Date:		



City Council Agenda Report

ITEM NO. 16

DATE:

December 15, 2021

FROM:

Arminé Chaparyan, City Manager

PREPARED BY:

H. Ted Gerber, Acting Public Works Director

SUBJECT:

City Electrification Projects

Recommendation

It is recommended that the City Council receive and file updates related to the City's electrification projects.

Background

Sustainable transportation and electrification goals are among the objectives outlined in the City's Climate Action Plan (CAP), adopted in December 2020. These include:

- A municipal-sector goal (CAP M.2) to electrify the municipal fleet and mobile equipment and install electric vehicle charging stations at City buildings;
- A transportation-sector goal (CAP T.1) to increase zero-emission vehicle and equipment to 13% by 2030 and 25% by 2045.
- An energy-sector goal (CAP E.4) to develop and promote reduced reliance on natural gas through increased clean energy systems that build off of renewable energy development, production, and storage.

The CAP also identifies these initiatives as 'high cost' goals due to the significant infrastructure investments required. Therefore, in fiscal year 2021-2022, City staff worked with Southern California Edison (SCE) and the Clean Power Alliance (CPA) to identify assistance programs to implement infrastructure at relatively low cost and substantial benefit to the City.

Discussion/Analysis

SCE Charge Ready Program

The California Public Utilities Commission (CPUC) issued a decision adopted on September 2, 2020 approving SCE's Charge Ready program. The decision approved the 4-year program and \$436 million in funding, comprised of approximately \$417.5 million for charging infrastructure, \$14.5 million for marketing, education, and outreach, and \$4.3 million for an evaluation of the Charge Ready infrastructure and market education programs. The Charge Ready program supports both local air-quality requirements and California greenhouse gas (GHG) reduction goals, including a 40% reduction of GHG emissions from 1990 levels by 2030 and an 80% reduction by 2050. The program provides financial and technical assistance to expand the charging infrastructure available for electric vehicles (EVs), where SCE non-residential

City Electrification Projects December 15, 2021 Page 2 of 6

customers apply for EV charger installation assistance for specific sites with SCE accounts. SCE is generally responsible for designing and installing the supporting infrastructure (transformers, service wiring/conduits, and meters), and participants are generally responsible for the selection, purchase, and installation of the charging equipment. However, the City has applied for a 'Make-Ready SCE-Built' program option where SCE installs the customer-side equipment including charger electrical panels, conduits, and wires, in lieu of the City procuring its own contractor to install City-owned equipment. At present, the program does not support the installation of DC Fast Charging (DCFC) or Level 3 chargers, and only Level 1 or Level 2 chargers are being considered.

The City submitted applications for five (5) sites to be considered for Level 2 chargers:

- 1) City Hall Police, Fire, and staff/public parking lots
- 2) Library/Senior Center street parking
- 3) Parking lot at Arroyo North Park
- 4) Parking within the Maintenance Yard at 825 Mission
- 5) Parking within the CNG Refueling Station and Yard at Stoney Drive / Lohman Lane for Dial-A-Ride buses and City utility vehicles

SCE evaluated each site for compliance with its program criteria, including proximity to transformers, adequate space for installation, public utilization, American Disabilities Act (ADA) access requirements, overall project complexity, cost thresholds, and other goals established by the CPUC.

The Library/Senior Center, Maintenance Yard, and CNG Station project applications were declined by SCE, as they were not viable candidates for cost-effective installations. The City Hall parking lots with a proposed collective count of thirty-five (35) Level 2 chargers, were selected as a viable candidate. One basis for this selection was the joint-municipal utilization by police and fire departments, and the availability of the City staff parking lot for public opportunity charging. The City staff lot would require ADA improvements designed and constructed by SCE. The Police and Fire parking lots would not require ADA improvements, as these areas are not accessible to the general public, and it is assumed that parking spots would be assigned to specific staff members. SCE submitted a conceptual design plan of the City Hall parking lots for City review and acceptance (Attachment).

The sixteen (16) chargers in the Police lot would support the department's transition of twenty-three (23) internal combustion engine vehicles to battery electric vehicles, while the six (6) chargers in the Fire lot would support that department's transition of its two (2) administrative internal combustion engine vehicles, and support other City staff electric vehicles. Fourteen (14) chargers would be installed in the City staff parking lot, and primarily used by City staff during normal business hours, but are available for paid-access public use during all other times.. The construction is not expected to negatively impact the installation of a DCFC/Level 3 charger already underway through an Air Quality Management District (AQMD) Mobile Source Air Pollution Reduction Review Committee (MSRC) grant approved by City Council in September 2021.

City Electrification Projects December 15, 2021 Page 3 of 6

The Arroyo North Park public parking site is still under consideration and may be a viable site to qualify for the program, however, it is likely that the City would need to commit to installation of twelve (12) chargers at this location instead of the initially considered four (4) chargers.

After the City Hall conceptual plan is accepted by the City, SCE would prepare a participation agreement for the City Council to approve. Once accepted, the City would need to procure the necessary chargers and provide proof of procurement to SCE. City staff plan to bring the participation agreement and appropriation to purchase chargers to City Council at a future meeting. After City Council authorization, SCE would then develop the preliminary design and site plans for the project, which the City reviews and accepts – then permitting, design, and construction could began. To participate, the City would need to grant SCE an easement and install the charging equipment. Once the systems are installed, the City would then accept the completed project and apply for applicable incentive rebates offered by SCE. From agreement execution, the process is expected to take about 9 months. The equipment must be maintained and operational for ten (10) years, with monthly monitoring.

Clean Power Alliance Power Ready Program

The Clean Power Alliance (CPA) partners with SCE to deliver green energy, including solar, wind, and hydroelectric to communities across Southern California. South Pasadena residents benefit from 100% green power/renewable energy services through the CPA. In an effort to support community energy reliability, CPA offers a Power Ready program, which could provide the City an energy resiliency installation at no cost as an additional benefit to being a CPA member agency. Through the Power Ready program, City staff and CPA have worked to select a City site at which CPA could install a solar panel array, battery energy storage system, and the supporting electrical infrastructure needed to interface with the current facility's electrical system. Systems would be installed at no cost to the City and no effect to monthly utility payments – including solar, storage, and resilience as additional value to existing electrical utility costs. This additional value is made possible by the electrical energy provided by the solar system and/or battery storage system, CPA's ability to draw power from the batteries during peak demand (CPA Demand Response), and the energy arbitrage and the time-of-use configuration utilized to purchase electricity during off-peak lower rates and storing that energy for use during peak rates. In addition, the energy resiliency provided allows the facility to operate critical loads (less than 20% of the full load) for at least four hours during a power outage.

During the selection process, City staff nominated sites, considering community benefit, city logistics, emergency sheltering, public access, and communications, among other priorities. CPA's contractor narrowed the selection to a site that would maximize economic value and provide resiliency to the critical loads identified at that site. CPA's selection criteria considered: a single facility/meter served by CPA, energy resilience need, community benefit, a sufficient site energy use for net energy metering (NEM) solar offset, a means to identify and justify critical loads, ideal space and electrical utility proximity, modern switchgear and electrical equipment, existing energy-efficiency, the CalFire region or CalEnviroScreen Disadvantaged Community status, and an ability to execute a site agreement without major constraints.

City Electrification Projects December 15, 2021 Page 4 of 6

The City sites considered included City Hall, the Library, and Garfield Reservoir, however the age and geometric dynamics of the roofs, as well as tree canopy shading, added complications to selecting City Hall or the Library. Therefore, the evaluation yielded Garfield Reservoir as the priority selection. The reservoir was completely rebuilt in 2016, there are no concerns about the age or structural integrity of the concrete reservoir roof, and there are no shade issues or parapet walls. In the event of a grid outage, the Power Ready goal is to enable one of Garfield's three pumps to remain operational. A single pump, and its attendant controls in the pump room, would be sufficient to keep the facility up and running for a limited time, along with the re-chlorination equipment. Some lighting, plug loads, and IT servers in the adjacent office building are also a top priority to facilitate continued staff operations. The City hopes that the Power Ready solar and battery can remove the need for a gasoline-powered backup generator during short power outages.

The reservoir's flat concrete roof can accommodate over 540 kW of photovoltaic solar panels, however, the system size is ultimately constrained by annual energy use at the facility- which is low in comparison to the available solar surface area (164,272 kWh in 2019). The pumps make up the majority of the load, and run only intermittently. Any solar generation beyond the annual kWh consumption is not eligible for NEM rebates, therefore, a solar array of approximately 100 kW would generate 100% of the facility's annual usage, though as mentioned, there is adequate space for approximately 540 kW of solar panels (annual generation of 890,000 kWh). City staff are working to evaluate options to move operational energy needs to the facility in order to increase the solar capacity of the installation under the cost of the CPA Power Ready program.

After the City confirms its selection of Garfield Reservoir as the installation site, CPA and the City would execute a 5-year Memorandum of Understanding (MOU). Once executed, CPA would issue and administer a competitive Request for Offers (RFO) to select a developer of the site, whose bid would include pricing incumbent on the inclusion of the City site in the RFO portfolio. CPA's tentative schedule is to execute a MOU by February 2022, then CPA's developer evaluation and selection process is expected to be completed in the summer of 2022, with construction commencing in late 2022, but no later than then end of fiscal year 2022-2023. The MOU will be brought to City Council at a future meeting.

Climate Impacts

Research conducted by the South Pasadena Police Department on United States Environmental Protection Agency (EPA) statistics, shows that each gallon of gasoline burned produces 8,887 grams or 19.6 pounds of CO2¹. On an annual basis, a gas-powered Ford Patrol Vehicle (FPV) is responsible for producing 42,198 pounds, or 19.14 metric tons, of CO2 emissions. Based on EPA data, the City estimates that existing administrative vehicles in the police and fire department fleets produce approximately 4.6 metric tons of CO2 emissions annually. As the Police and Fire Departments plan to replace 25 internal combustion engine vehicles with 23 battery electric vehicles, the City expects to realize an estimated reduction of approximately 2,687 metric tons of CO2 projected by 2030. These 2,687 metric tons of CO2 represents 14.5%

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¹ https://www.epa.gov/greenvehicles/greenhouse-gas-emissions-typical-passenger-vehicle

City Electrification Projects December 15, 2021 Page 5 of 6

of the City's overall 2030 GHG emissions reduction target of 18,578 metric tons of CO2, and far exceed the CAP's 'M.2' greenhouse gas emissions reduction goal of 23 metric tons of CO2e (carbon dioxide equivalents).

Solar, Battery Backup, and Other Site Improvements

There is an opportunity at the City Hall parking lot site to implement other sustainable electrification solutions, including the installation of solar panels and/or battery backup systems to facilitate energy costs savings and improve operational resiliency during a power outage event. As discussed above, the majority of the roof structure at City Hall is not a viable candidate for installation of solar panels, however, there may be an option to install cantilever-style solar carports within the parking lot. Based on the site geometry, single-row carports in the three lots could cost around \$600,000 to \$800,000, however some cost savings may be realized with a reconfiguration of the lot, e.g. moving entrance gates. If the City moved forward with the Charge Ready program installation, City staff could procure a feasibility study to determine the cost-benefit of implementing solar panels and/or battery backup systems at the City Hall parking lots.

City staff would also evaluate the opportunity for other site improvements as a result of the construction and ADA re-grading of the site, such as stormwater capture and/or landscaping improvements, as well as available grant options to support these additional efforts.

Commission Review and Recommendation

On December 6, 2021, the Natural Resources and Environmental Commission recommended to the City Council that the Police Department transition their entire vehicle fleet, and the Fire Department transition their administrative vehicle fleet, to battery electric vehicles. This recommendation was made in concert with the Commission's consideration of the electric vehicle charging infrastructure necessary to support this transition through the Charge Ready program.

Fiscal Impact

The SCE Charge Ready program requires the City to purchase chargers, operate and maintain them for ten-years, as well as provide networking services for monitoring. City staff expect the initial charger equipment, installation, and ten-year network services procurement to cost approximately \$200,000, after equipment rebates are applied. City staff would prepare an evaluation of the return on investment (ROI) on charger expenditures when returning to a future Council to consider the Charge Ready participation agreement and charger purchase appropriation. Through the conversion to electric vehicles, the Police Department is projected to realize a cost savings of approximately \$215,881 over a ten (10) year period. The fiscal impact related to the Fire Department is still being determined. The City's participation in the CPA Power Ready program is not expected to include additional expenditures beyond electrical utility service charges.

Environmental Analysis

Environmental impact assessments for the projects have yet to be conducted.

City Electrification Projects December 15, 2021 Page 6 of 6

Public Notification of Agenda Item

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

Attachment

SCE Charge Ready City Hall EV Chargers Conceptual Plan.

ATTACHMENT

Southern California Edison (SCE) Charge Ready City Hall EV Chargers Conceptual Plan

NOTES

- 1. SOD PLANTED IN THE FALL MUST ESTABLISH ITS ROOTS BEFORE THE FIRST WINTER FROST. DETERMINE WHEN THE FIRST FROST USUALLY OCCURS, AND PLANT THE SOD NO LATTER THAN ONE MONTH BEFORE THE FIRST FROST. IF THE CONSTRUCTION IS FINISHED LATER THAN ONE MONTH BEFORE THE FIRST FROST, USE STRAW UNTIL SOD CAN BE INSTALLED.
- THE CONTRACTOR SHALL RETURN SIDEWALKS, LANDSCAPING, PLANTERS, IRRIGATION SYSTEMS, AND ANY OTHER FACILITIES DISTURBED BY THE WORK TO THE SAME OR BETTER CONDITION THAN EXISTED PRIOR TO THE COMMENCEMENT OF THE WORK
- 3. PROPOSED ACCESSIBLE STALL AND ACCESS AISLE SHALL NOT EXCEED 2% MAX SLOPE IN ANY DIRECTION. ACCESS AISLE SHALL BE PAINTED WHITE WITH HATCH LINES SPACED A MAXIMUM OF 36" (INCHES). PROPOSED ACCESSIBLE ROUTE NOT TO EXCEED 5% RUNNING SLOPE OR 2% CROSS SLOPE. PAINTED LETTERING SHALL BE A MINIMUM OF 12 INCHES IN HEIGHT.

LEGEND

- PROPOSED SIGN
- O PROPOSED BOLLARD
- ⊗ PROPOSED UTILITY BOLLARD
- DUAL PORT PEDESTAL EVSE
- SINGLE PORT PEDESTAL EVSE
- --- LIMITS OF SITE WORK
- PROPOSED ACCESSIBLE STRIPING
- TILITY BOLLARD PROPOSED
 METER/DISTRIBUTION
 SWITCHBOARD
- PEDESTAL EVSE PROPOSED TRANSFORMER
 - PROPOSED WHEELSTOP

SOUTHERN CALIFORNIA EDISON

CHARGE READY PROGRAM



PROJECT NO: 402809
DRAWN BY: GAK

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<u> </u>	09/17/21	ISSUED FOR 50% REVIEW
٧	DATE	DESCRIPTION

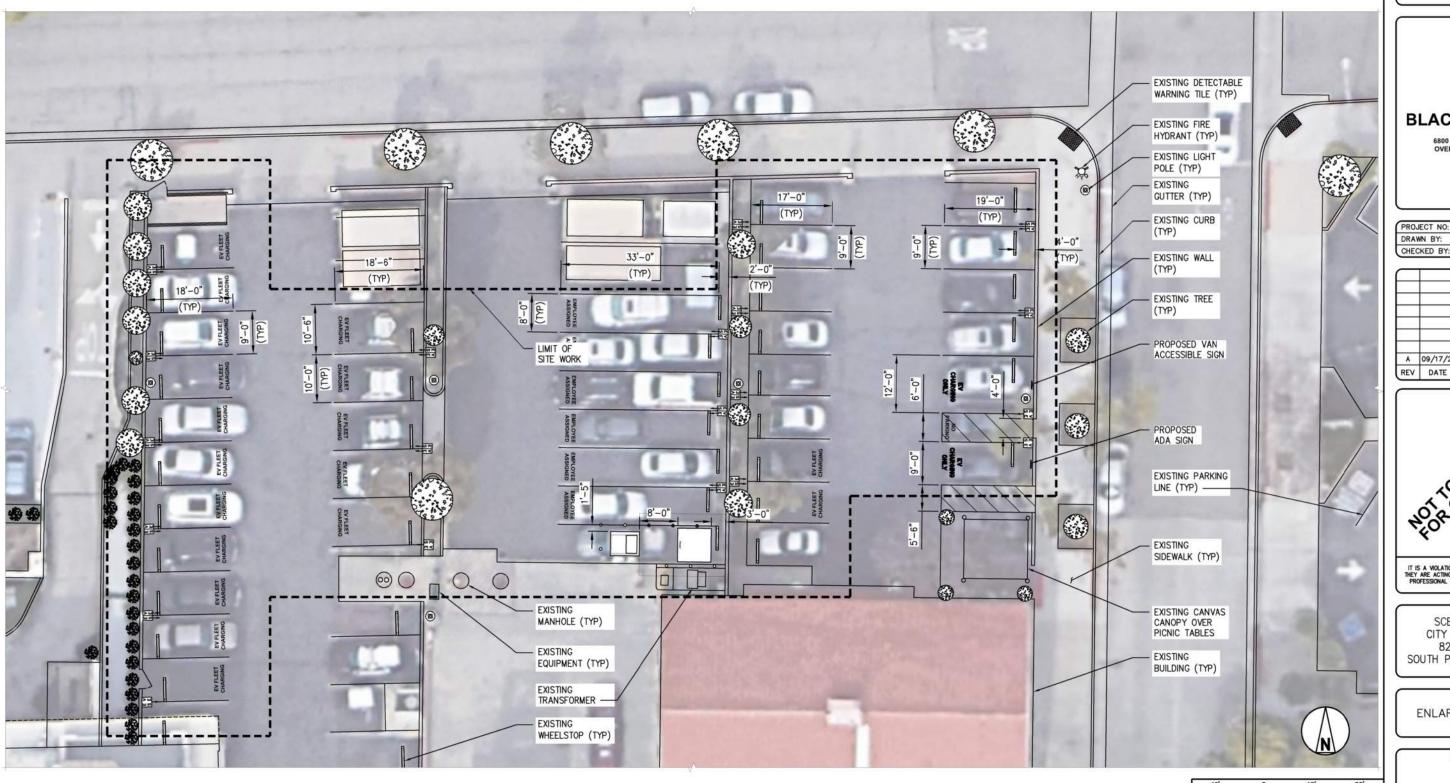


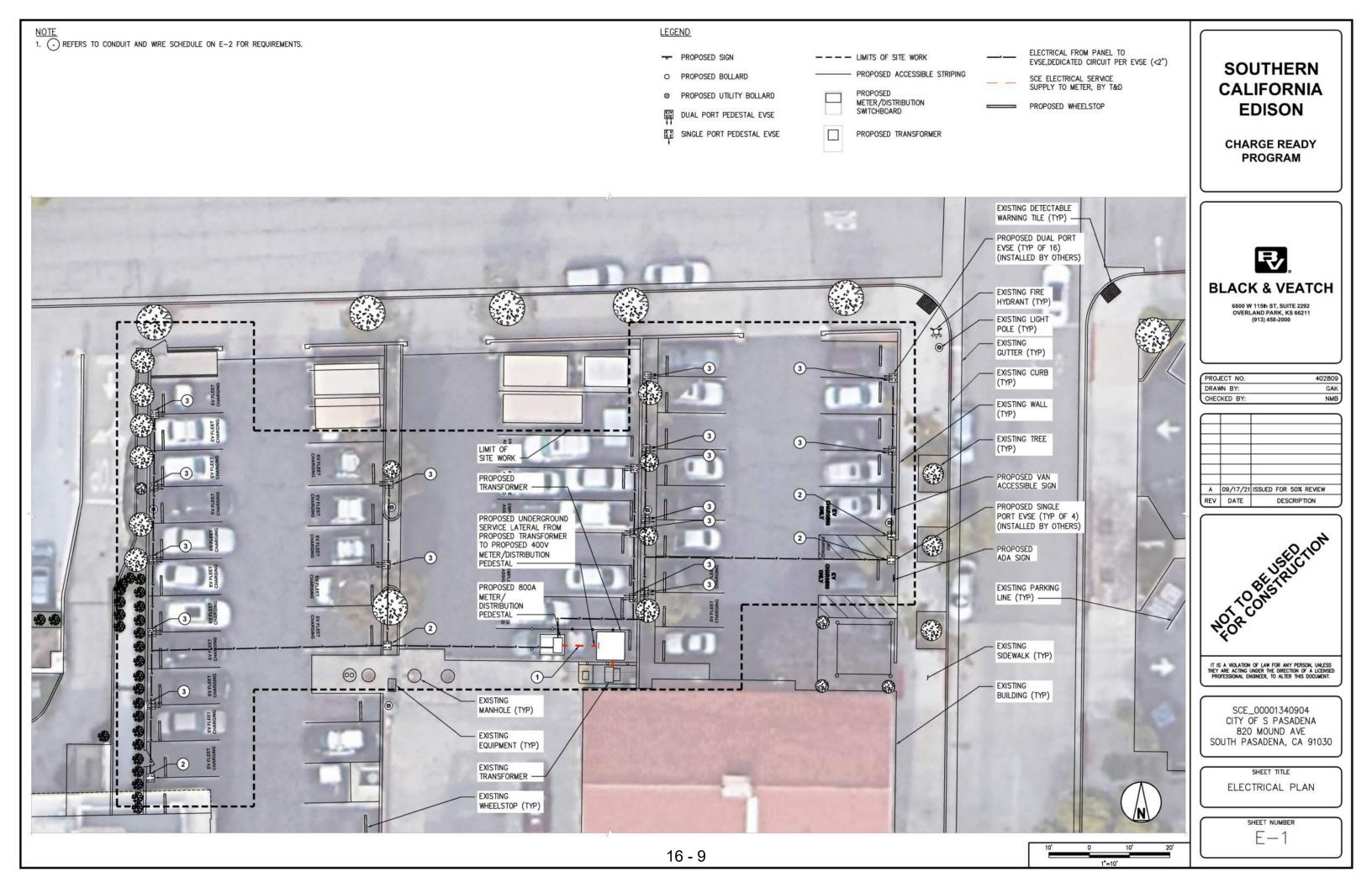
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

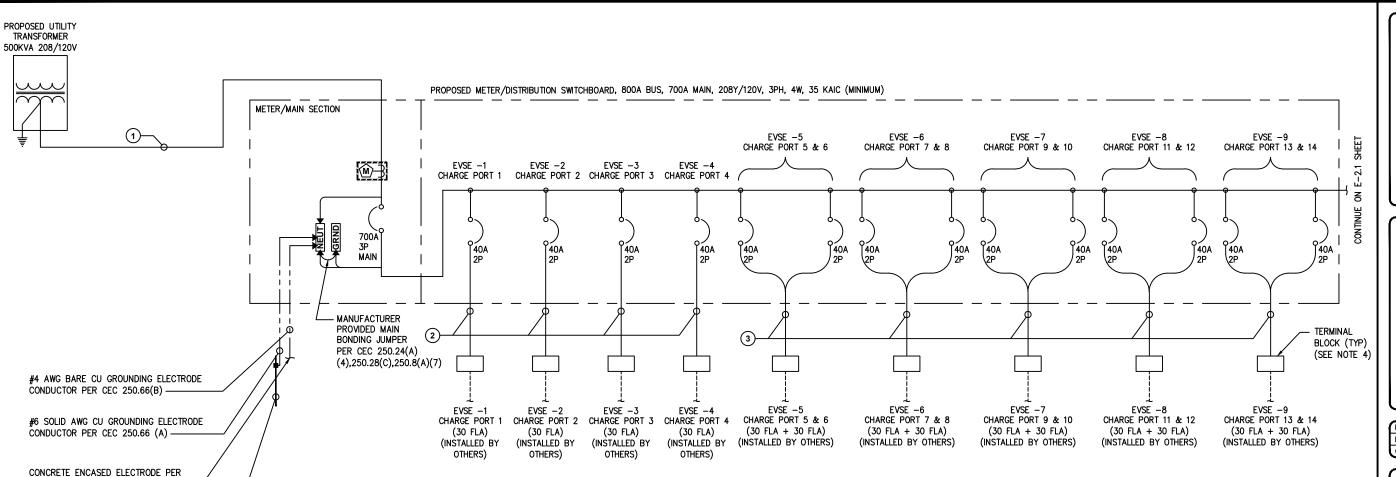
SCE_00001340904 CITY OF S PASADENA 820 MOUND AVE SOUTH PASADENA, CA 91030

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER







<u>NOTES</u>

CEC 250.52(A)(3)(1) OR (2)

GROUNDING ELECTRODE 5/8"X8'-0" COPPER CLAD GROUND ROD INSTALLATION PER CEC 250.52(A)5), 250.3(A) AND 250.68

- STANDARD RATED SERVICE PANELS, OVER CURRENT PROTECTION DEVICES AND WIRE SIZES BASED ON CEC/CEC REQUIREMENTS AT 125% CONTINUOUS LOAD. 100% RATED SERVICE PANELS, OVER CURRENT PROTECTION DEVICES AND WIRE SIZES BASED ON CEC/CEC REQUIREMENTS AT 100% CONTINUOUS LOAD.
- PER CEC 210.19 (A) INFORMATIONAL NOTE#4, "CONDUCTORS FOR BRANCH CIRCUITS AS DEFINED
 IN ARTICLE 100, SIZED TO PREVENT A VOLTAGE DROP EXCEEDING 3 PERCENT AT THE FARTHEST
 OUTLET OF POWER, HEATING, AND LIGHTING LOADS OR COMBINATION OF SUCH LOADS. AND
 WHERE THE MAXIMUM TOTAL VOLTAGE DROP ON BOTH FEEDERS AND BRANCH CIRCUITS TO THE
 FARTHEST OUTLET DOES NOT EXCEED 5%."
- 3. CONTRACTOR TO INSTALL TERMINAL BLOCK PRIOR TO CUSTOMER EVSE CHARGING DISPENSER BEING INSTALLED IN PHASE II.

	CONDUIT AND WIRING SCHEDULE				
FROM		TO	CONFIGURATION		
1	PROPOSED UTILITY TRANSFORMER	PROPOSED METER/DISTRIBUTION SWITCHBOARD	(PER UTILITY DESIGN)		
2	PROPOSED METER/DISTRIBUTION SWITCHBOARD	PROPOSED TERMINAL BLOCK FOR SINGLE PORT EVSE	(2) #8 AWG CU + (1) #8 AWG CU EGC IN (1) 1" SCH 40 PVC		
3	PROPOSED METER/DISTRIBUTION SWITCHBOARD	PROPOSED TERMINAL BLOCK FOR DUAL PORT EVSE	(4) #8 AWG CU + (1) #8 AWG CU EGC IN (1) 1" SCH 40 PVC		

SOUTHERN CALIFORNIA EDISON

CHARGE READY PROGRAM



6800 W 115th ST, SUITE 2292 OVERLAND PARK, KS 66211 (913) 458-2000

PRO	DJECT NO:	402809
DRA	AWN BY:	GAK
CHE	CKED BY:	NMB

A 09/17/21 ISSUED FOR 50% REVIEW
REV DATE DESCRIPTION

NOT TO BE USED TION

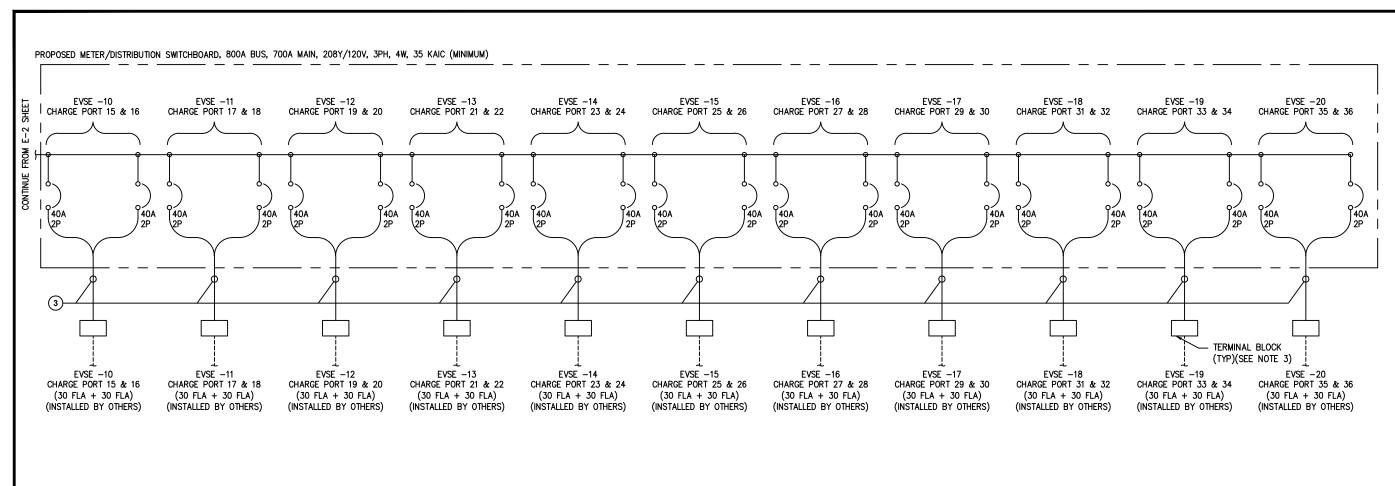
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SCE_00001340904 CITY OF S PASADENA 820 MOUND AVE SOUTH PASADENA, CA 91030

SHEET TITLE
SINGLE LINE DIAGRAM

SHEET NUMBER

16 - 10



SOUTHERN CALIFORNIA EDISON

CHARGE READY PROGRAM



6800 W 115th ST, SUITE 2292 OVERLAND PARK, KS 66211 (913) 458-2000

402809

DRAW	WN BY:		GAK
CHEC	KED BY:		NMB
Α	09/17/21	ISSUED FOR	50% REVIEW
REV	DATE	DES	CRIPTION

PROJECT NO:

NOT TO BE USE TRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SCE_00001340904 CITY OF S PASADENA 820 MOUND AVE SOUTH PASADENA, CA 91030

SHEET TITLE
SINGLE LINE DIAGRAM

SHEET NUMBER E-2.1



City Council Agenda Report

ITEM NO. 17

DATE:

December 15, 2021

FROM:

Armine Chaparyan, City Manager

PREPARED BY:

Angelica Frausto-Lupo, Director of Community Development Department

SUBJECT:

Adoption of an Urgency Ordinance Making Certain Findings Under Government Code Section 36937 and Amending Chapter 36 (Zoning) of the South Pasadena Municipal Code Pertaining to Accessory Dwelling Units Including Section 36.350.200.J (Design Standards for Historic Properties) and Adoption of Design Guidelines for ADU Development on Historic

Properties

Recommendation

It is recommended that the City Council:

- Adopt Urgency Ordinance No. 2360 pursuant to Government Code Section 36937, amending Chapter 36 (Zoning) of the South Pasadena Municipal Code (SPMC) pertaining to Accessory Dwelling Units (ADUs) including Section 36.350.200.J (Design Standards for Historic Properties); and
- 2. Adopt Design Guidelines for ADU Development on Historic Properties.

Discussion

The proposed Zoning Code Amendment was drafted to comply with state and local law for the preservation of historic resources while also supporting a ministerial approval process for development of Accessory Dwelling Units (ADUs). The amendments will make the process easier for homeowners to build ADUs while providing objective standards to maintain the historic character of the city's neighborhoods. The Design Guidelines were developed as a resource for homeowners to help them with the design of their ADU.

- Phase II ADU Ordinance (Design Standards for ADUs on Historic Properties, Attachment 1): proposed Zoning Code Amendment to South Pasadena Municipal Code (SPMC) Chapter 36 (Zoning) Section 36.350.200 ("Residential Uses – Accessory Dwelling Units"), Sub-Section J.
 - The Design Standards were developed as a proposed amendment to the previously adopted ADU Ordinance and replace some of the temporary provisions relating to historic properties.
 - The Phase II ADU Ordinance set forth the regulations for conversion of existing accessory structures, creation of JADUs within the footprint of the existing primary residence, and construction of new detached ADUs.
 - Phase II ADU Ordinance was developed to facilitate ministerial review of ADU applications in compliance with these regulations and with the architectural design guidelines of the South Pasadena Design Guidelines for ADU Development.

- South Pasadena Design Guidelines for ADU Development on Historic Properties Guidebook (Attachment 2): The design standards and guidelines are consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties, the South Pasadena Cultural Heritage Ordinance, and the South Pasadena Design Guidelines for Alterations and Additions to Historic Residencies.
 - The guidebook is an easy-to-use set of examples to help the property owner choose among style-appropriate exterior design features (roof type, window and door type, exterior cladding, etc.) which will be compatible with the existing architectural style of their primary residence.
 - The South Pasadena Design Guidelines for ADU Development are incorporated into the Phase II ADU Ordinance regulations.

The City Council has the power to enact an urgency ordinance, not in conflict with general laws, as necessary to protect public peace, health, and safety, via exercise of the powers provided to cities in Article XI, Section 7, of the California Constitution, and in compliance with Government Code section 36937. Staff is recommending adoption by urgency ordinance pursuant to Government Code Section 36937(b). The urgency ordinance would be effective immediately upon a 4/5 vote, and would automatically be repealed upon the effective date or the ADU Phase II ordinance to be adopted under the regular procedure, in early 2022. Adoption by urgency ordinance will enable home owners of historic property to process ADU applications ministerially by the beginning of the year. The City is encouraging the development of ADU's to provide necessary housing, including affordable housing, in compliance with the Regional Housing Needs Assessment (RHNA). Additionally, as SB 9 becomes effective on January 1, 2022 and residents will need to consider whether to proceed with development of a single-family lot under SB 9 or under the ADU regulations, it is important to have both sets of regulations in place prior to January 1, 2022.

Background

On September 23, 2021, the Planning Commission adopted a resolution recommending to the City Council to conduct a public hearing to adopt the proposed Zoning Code Amendment and Design Guidelines. On December 1, 2021, the City Council received a presentation regarding the proposed Zoning Code Amendment and Design Guidelines and provided direction to bring the Ordinance back on December 15, 2021 for adoption as an urgency ordinance.

Environmental (CEQA) Review

In accordance with the California Environmental Quality Act (CEQA), the proposed Code amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines § 15061(b)(3), which states the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. It may be seen with certainty that there is no possibility this Zoning Code Amendment to amend regulations pertaining to ADUs may have a significant effect on the environment, as ADU development is generally a ministerial action and therefore, not a "project" under CEQA.

Fiscal Impact

There is no fiscal impact.

Public Notification of Agenda Item

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

Attachments

- 1. Urgency Ordinance Making Findings under Government Code Section 36937 and Amending Chapter 36 (Zoning), Section 36.350.200 ("Residential Uses—Accessory Dwelling Units") Phase II ADU Ordinance (Design Standards for ADUs on Historic Properties)
- 2. Redline Ordinance showing "Phase II" edits to Section 36.350.200 ("Residential Uses—Accessory Dwelling Units")
- 3. South Pasadena Design Guidelines for ADU Development on Historic Properties Guidebook

ATTACHMENT 1

Urgency Ordinance Making Findings under Government Code Section 36937 and Amending Chapter 36 (Zoning), Section 36.350.200 ("Residential Uses—Accessory Dwelling Units") Phase II ADU Ordinance (Design Standards for ADUs on Historic Properties)

URGENCY ORDINANCE NO. 2360

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF SOUTH PASADENA MAKING CERTAIN FINDINGS UNDER GOVERNMENT CODE SECTION 36937 AND AMENDING CHAPTER 36 ("ZONING"), ARTICLE III ("SITE PLANNING AND GENERAL DEVELOPMENT STANDARDS"), SECTION 36.350.200 ("RESIDENTIAL USES—ACCESSORY DWELLING UNITS") OF THE CITY OF SOUTH PASADENA MUNICIPAL CODE

WHEREAS, On March 4, 2021, the Southern California Association of Governments (SCAG) finalized the new RHNA allocation numbers for the region, based on the State's housing needs assessment. South Pasadena was assigned 2,067 units, which the City must show capacity to build in the 2021-2029 Housing Element; and

WHEREAS, the City is in the process of preparing its 6th cycle Housing Element (2021-2029) to include compliant housing opportunity sites analysis for potential development of housing to meet its needs assessment, housing constraints analysis and consideration of housing policies to promote affordable housing production; and

WHEREAS, the City, which is largely built out, currently has approximately 10,007 existing housing units and considers ADU development to be an important source of future housing units, including affordable housing, to comply with the Regional Housing Needs Assessment (RHNA); and

WHEREAS, according to the City's inventory of historic resources, there are more than 2,700 of properties within the City that are either formally designated on a federal, state or local register or eligible for historic designation or contributors to a historic district; and

WHEREAS, Government Code Section 65852.2 authorizes the City to create objective standards for accessory dwelling unit development on historic properties that include, but are not limited to, parking, height, setback, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on historic properties; and

WHEREAS, pursuant to a State Certified Local Government (CLG) grant, the City engaged consultant, ARG, to assist in the creation of both a set of objective design standards for ADU development on historic properties, and proposed amendments to the City's existing ADU Ordinance in order to in provide opportunities for ministerial approval of ADU development on historic properties which also maintain the historic character of the City; and

WHEREAS, several owners of historic properties have contacted the City's Planning & Community Development Department for guidance on adding an ADU to their property; and

WHEREAS, these ministerial development standards to facilitate ADU development on historic properties will help protect the integrity of the City's historic resources, while allowing

ADU development in support of the City's RHNA allocation, including affordable housing development; and

WHEREAS, the City's residents comprise over 50% renters, many of whom are rent-burdened, spending more than 30% of their gross income on rent—therefore, enhancing affordable housing stock is an immediate public health and safety concern for the City; and

WHEREAS, on January 1, 2022, SB 9 becomes effective and property owners will have to choose whether to develop an ADU under the authority of SB 9 or the City's ADU ordinance, and updating the ADU ordinance to support ADU development on historic properties will enhance these opportunities and help avoid confusion as to which regulations apply; and

WHEREAS, the City Council has the power to enact an urgency ordinance, not in conflict with general laws, as necessary to protect public peace, health, and safety, via exercise of the powers provided to cities in Article XI, Section 7, of the California Constitution, and in compliance with Government Code section 36937.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Section 36.350.200 ("Residential Uses—Accessory Dwelling Units") or Article III ("Site Planning and General Development Standards") of Chapter 36 ("Zoning") of the South Pasadena Municipal Code is amended to read as follows:

"36.350.200 Residential Uses—Accessory Dwelling Units (ADUs).

A. **Definitions**. The following definitions shall apply to this section.

Accessory Dwelling Unit (ADU). See SPMC 36.700.020.A.

Attached ADU: An ADU that is attached to the primary dwelling, not including a JADU.

Bathroom. Facility required to include a shower and/or bath, sink and a toilet.

Conversion. All or a portion of an existing space or structure which is used to create an ADU or JADU (e.g., master bedroom, attached garage, storage area, or similar use, or an accessory structure) on the lot of the primary dwelling. A conversion does not include the portion of any expansion of the existing space or structure.

Detached ADU. The unit is separated from the primary dwelling.

Efficiency kitchen. Required to include a cooking appliance, such as a hot plate and microwave with a sink, and a food preparation counter and storage cabinets.

High risk fire area. The area located south of Monterey Road, extending to the city border, and west of Meridian Avenue, extending to the city border, as established in SPMC Chapter 14.

Historic Property. For purposes of this section, this shall refer to a property that is: 1) designated as an individual landmark or as a contributor to a designated historic district; 2) identified on an inventory that has been adopted by the City as a property eligible as an individual landmark or as a contributing structure to an eligible historic district, as authorized by Health and Safety Code Section 18955.

Junior Accessory Dwelling Unit (JADU). A specific type of conversion of existing space that is contained entirely within an existing or proposed single-family residence, which shall not exceed 500 square feet in size. A JADU may share central systems (HVAC, water, electric), contain an efficiency kitchen or cooking facilities and bathroom, or may share a bathroom with the primary dwelling.

- B. **Applicability**. The standards and criteria in this section apply to properties containing single-family or multifamily housing units within all zoning districts that allow residential uses. These standards are in addition to all other applicable standards found in this Zoning Code; in case of conflict the standards of this section shall apply.
- C. **Applications**. Pursuant to Government Code Section 65852.2, applications for accessory dwelling units shall be considered ministerially (staff-level approval based on objective standards) within 60 days after the application is deemed complete. The application for the creation of an ADU or JADU shall be deemed approved if the local agency has not acted on the application within 60 days from the date it is deemed complete. The application process and requirements shall be set forth in a written document provided by the Planning Department.
 - 1. **Timing of Concurrent Applications.** An applicant may submit an application to construct an ADU concurrently with other proposed development, such as new construction of or an addition to an existing primary dwelling. The following shall apply in these cases:
 - a. New construction of primary dwelling unit, with attached ADU/JADU or detached ADUs: Approval of all applicable discretionary entitlements for the primary dwelling shall be required before the ADU/JADU application may be deemed complete and approved. ADU applications submitted prior to the construction of a primary dwelling unit which was subject to discretionary review and which conflict with the conditions of approval for the primary dwelling unit shall be denied unless the primary dwelling unit conditions of approval are first amended.
 - b. Conversions of existing accessory structures: The ADU application for conversion of a detached accessory structure may be approved within 60 days after it has been deemed complete, regardless of a concurrent application for an addition to the primary dwelling. If the conversion is a garage that removes existing parking, replacement parking for the primary structure shall not be required, and the proposed addition to the primary dwelling shall not require additional parking.
 - c. Additions to existing primary dwelling unit with proposed attached ADU/JADU: Approval of all applicable discretionary entitlements for the

primary dwelling shall be required before the attached ADU/JADU application may be deemed complete and approved, unless the ADU application is for a conversion. No attached ADU is permitted for a historic property, pursuant to Sub-section (J) below.

d. Additions to existing primary dwelling unit with proposed detached ADU: The ADU application for a new construction detached ADU, or a conversion plus expansion of a detached accessory structure, shall be approved within 60 days after it has been deemed complete. If the application for an addition to the primary dwelling unit is deemed complete together with the ADU application, 800 square feet of the ADU shall be allowed to exceed the FAR and lot coverage in calculating the allowable floor area for the addition to the primary dwelling unit. If the ADU application includes a garage conversion that removes existing parking, replacement parking for the primary structure shall not be required, and the proposed addition to the primary dwelling shall not require additional parking.

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- 2. **Prerequisite Discretionary Permits.** Accessory dwelling unit applications shall not be deemed complete until all applicable discretionary prerequisites have been approved. Prerequisites may include tree removal permits, Certificates of Appropriateness, and hillside development permits.
- D. **Ownership.** An ADU or JADU may not be owned or sold separately from the primary dwelling. The City may require a deed restriction in a form approved by the City Attorney to enforce the restrictions set forth in this section.
 - 1. **JADU Owner-occupancy required.** The owner shall reside in either the remaining portion of the primary residence, or in the newly created JADU.

E. Development Standards for ADUs on Single-Family Properties.

The following standards apply to ADU development on a property that is not a historic property (see Sub-section J).

1. Location

- a. **Number of ADUs.** One ADU, either attached or detached, and one JADU shall be allowed on a single-family property.
- b. **Location on site.** An ADU may be attached to or detached from the primary dwelling on the same lot. An accessory dwelling unit may be located within and/or above a garage or other existing accessory structure.
- c. **Hillside locations.** An ADU on a hillside property may be attached or detached, in a location within, behind or underneath the primary dwelling, underneath a parking bridge even if it is closer to the front property line than the primary

- dwelling, or as a conversion of existing space. A hillside development permit may be required, consistent with SPMC division 36.340.
- d. **Location in front of primary dwelling.** If 50% or more of the existing primary dwelling is located in the rear 1/3rd of a property that is not a historic property, an attached or detached ADU shall be allowed in front of the primary dwelling as follows:
 - i. <u>Ministerial review (staff-approval)</u>: For an ADU that is one story, not more than 850 square feet for a unit with up to one bedroom or 1,000 square feet if the unit includes two or more bedrooms, and maximum 16 feet in height.
 - ii. <u>Design Review Board approval</u>: For an ADU that exceeds the standards of (i) above, and is no more than 1,200 square feet in size and maximum two stories not to exceed a height of 18 feet for a flat roof, plus a 1-foot parapet, and 22 feet for a pitched roof.
- e. **Standards for ADUs in front of primary dwelling.** Where feasible, ADUs located in front of the primary dwelling per (d) above shall comply with the following standards:
 - i. The ADU shall comply with the applicable front yard setback requirement for the district in which it is located, and with minimum side yard setbacks of four feet.
 - ii. The structure's front yard-facing façade shall include an entry into the unit and a covered porch or awning.
 - iii. The application shall provide a landscape plan for the area in front of the ADU in compliance with 36.330.030. No new driveway or parking area shall be allowed directly in front of the ADU.
 - iv. A minimum 20 square feet of window area shall be provided on each front and corner-facing elevation. No window with any exposed vinyl material in part or in whole shall be allowed on these elevations.
 - v. The ADU shall have a pitched roof if one or more adjacent properties have pitched roofs.
 - vi. If a garage is attached to the ADU, it shall be set back 10 feet from the front elevation.

2. Floor area.

Floor area of an ADU that exceeds the property's lot coverage and floor area ratio (FAR) requirements shall be permitted as required by Government Code Section 65852 and as specified in this sub-section. An ADU which is proposed to exceed lot coverage and floor area ratio (FAR) as described below shall not be approved, unless the size is reduced to

comply with this sub-section. For purposes of development of other structures on the property, the floor area of an existing ADU shall be counted in the calculation of the property's total lot coverage and floor area ratio, except that when an existing garage has been converted or partially converted to an ADU and no other garage has been or is proposed to be constructed onsite, up to 500 square feet of such garage conversion shall not be counted toward lot coverage and floor area ratio.

- a. New Construction Attached ADU. An accessory dwelling unit attached to the primary dwelling shall have a minimum floor area of 150 feet, and a maximum floor area of 850 square feet for a unit with up to one bedroom or 1,000 square feet if the unit includes two or more bedrooms. Up to 800 square feet of the floor area of the ADU shall be allowed to exceed the property's lot coverage and FAR requirements.
- b. **New Construction Detached ADU.** A detached accessory dwelling unit shall have a minimum floor area of 150 square feet, and a maximum floor area of 1,200 square feet. Up to 800 square feet of the floor area of the ADU shall be allowed to exceed the property's lot coverage and FAR requirements.
- c. **Conversion ADUs.** The maximum size of an ADU that is a conversion of an existing accessory structure shall be the size of the existing structure plus an expansion up to an additional 150 square feet if necessary for ingress and egress only.
 - i. An ADU that expands upon the existing structure being converted in excess of the ingress and egress exemption shall be a maximum of 1,200 square feet. Up to 800 square feet of the floor area of the ADU shall be allowed to exceed the property's lot coverage and FAR requirements.
- d. **Junior Accessory Dwelling Units (JADUs).** The maximum floor area for a junior accessory dwelling unit shall not exceed 500 square feet. If the ADU shares an existing bathroom with the primary dwelling, the bathroom area shall not be included. However, a newly constructed bathroom shall be included in the maximum size of the JADU even if proposed to be shared with the primary dwelling.

- 3. **Height Limits.** The maximum height of an attached or detached new accessory dwelling unit shall not exceed the following limits. For purposes of this section, "story" shall mean a distinct level of living space, excluding loft area that is open to living space below:
 - a. For a one-story ADU: 16 feet to top of parapet or pitched roof
 - b. For a two-story ADU including an ADU located above an accessory structure: 18 feet for a flat roof, plus a 1-foot parapet, or 22 feet for a pitched roof
 - c. For a conversion ADU (without an expansion): the height of the existing structure.
- 4. **Setbacks.** An accessory dwelling unit shall comply with the front yard setback requirements of the applicable zoning district (see Article 2, Zoning Districts, Allowable Land Uses, and Zone-Specific Standards), except that no setback shall be required for the conversion of an existing structure, and a setback of no more than 4 feet from the side and rear lot lines shall be required for new construction.
 - a. Additions to structures with non-conforming setbacks. If the ADU is a conversion of an existing accessory structure with a side yard setback of less than 4 feet, the wall may be extended for an additional 10 feet at the same setback, provided it is not less than 3 feet from the side property line and not less than 4 feet from the rear property line. If the existing setback is less than 3 feet, the addition shall be required to maintain the 4-foot setback.
- 5. **Building Separation.** Detached ADUs on residentially zoned parcels that are larger than 800 square feet shall comply with the ten-foot building separation requirement in SPMC 36.220.040.
- 6. Standards for JADUs (see also Sub-section I).

A JADU shall include:

- a. An outdoor entrance that is separate from the primary dwelling.
- b. At a minimum, an efficiency kitchen, a separate or shared bathroom, sleeping and living area.

F. Development standards for ADUs on multi-family and mixed-use properties.

1. Where these standards conflict with the design standards set forth in Sub-section (J) below for historic properties, the standards set forth in Sub-section (J) shall control. **Number of Detached ADUs.** Not more than two detached accessory dwelling units may be located on lots with a multi-family dwelling.

- 2. **Setbacks.** An accessory dwelling unit shall comply with the front yard setback requirements of the applicable zoning district (see Article 2, Zoning Districts, Allowable Land Uses, and Zone-Specific Standards), except that no setback shall be required for the conversion of an existing structure, and a setback of no more than 4 feet from the side and rear lot lines shall be required for new construction.
- 3. **Detached ADU standards.** The accessory dwelling units shall maintain 4-foot side and rear yard setbacks; and shall not exceed 16 feet for a one-story structure or, for a two-story structure, 18 feet for a flat roof, plus a 1-foot parapet, or 22 feet for a pitched roof.
- 4. **Conversion ADUs.** Nonliving space within the existing building envelope on lots with a multifamily dwelling, including storage rooms, boiler rooms, passageways, attics, basements, or garages, may be converted into accessory dwelling units if each unit complies with State building standards for dwellings and on the condition that the number of accessory dwelling units created do not exceed 25% of the number of existing multifamily dwelling units, or at least one unit, including the accessory dwelling units created.

G. Development Standards Applicable to ADUs on All Properties

- 1. **Two-Story ADUs.** Except as approved by the Design Review Board pursuant to E.1.d above, a two-story ADU shall comply with the following standards as applicable. Where these standards conflict with ADU design standards set forth in Sub-section (J) below for historic properties, the standards set forth in Sub-section (J) shall control.
 - a. **Windows:** Where primary dwelling units are not allowed to build within 6 feet of the property line, the following shall be required: on 2nd floor elevations with setback less than 6 feet from a property line shared with adjacent residential parcels, only fixed windows, or fixed panes of a window assembly, composed of plain obscured glass (such as frosted) with no color shall be placed in the area up to 5 feet above the interior floor height. Any clear window or window pane on these elevations shall be placed so that the bottom of the clear glass is at least 5 feet above the interior floor height.
 - b. **Balconies:** Balconies shall only be allowed on elevations facing the interior of the property, e.g., facing the primary dwelling and/or the back yard area directly behind the primary dwelling. In the case of an ADU on a corner lot, a balcony may face the adjacent street.
 - c. **Setbacks for 2nd floor**: The second floor of an ADU shall be set back a minimum of 4 feet from the side and rear property line.
 - i. Notwithstanding the above, a second floor ADU proposed above an existing accessory structure shall be allowed to maintain the same setback as an existing wall provided the wall is at least three feet from the property line.

- d. 2nd Floor Articulation: 30% of the side and rear wall plane above the first floor shall be articulated with minimum 18-inch recesses.
- 2. **Separate Entrance.** An attached ADU shall have an outdoor entrance that is separate from the primary dwelling.
- 3. **Interior Facility Requirements.** An ADU shall provide living quarters independent from the primary dwelling, including living, sleeping, permanent provisions for cooking and a bathroom.
- 4. **Utilities.** An ADU may have shared or separate utility services (e.g., an electrical and/or gas meter) from the primary dwelling.
- 5. **Mechanical Equipment.** Outdoor equipment associated with electric split or mini-split heating and cooling systems dedicated solely to an attached or detached ADU may be placed in the rear yard setback area.

H. Parking

- 1. **Exemptions.** With the exception of I.1, below, no off-street parking shall be required for an ADU or JADU if:
 - a. The ADU is located within one-half mile walking distance of a bus stop or light rail station.
 - b. When on-street parking permits are required but not offered to the occupant of the ADU.
 - c. The ADU is within an historic district or an eligible historic district, or a designated historic property, as identified by the National Register for Historic Places, the California Register for Historic Places, or the City's Cultural Heritage Ordinance.
 - d. The ADU or JADU is within the existing primary dwelling.
 - e. There is a car share vehicle located within one block of the ADU.
- 2. **Parking required.** Parking shall be required for an accessory dwelling unit under the following conditions (see also I.1, below):
 - a. If the ADU does not qualify for an exemption based on the list above, in which case one off-street parking space shall be required.
 - b. If the ADU or ADUs are within a multi-family property, in which case one offstreet parking space shall be required per three accessory dwelling units, or

fraction thereof. The requirement shall be cumulative if ADUs are built sequentially.

- I. High Risk Fire Areas. The areas of the City defined as "high risk fire area" pursuant to SPMC Section 14.1, are subject to additional requirements for parking and fire sprinklers due to topographic and climatic conditions which create public safety risks, including accessibility of fire apparatus on narrow streets, and delay times in evacuation and response due to accessibility challenges. Requiring parking on-site is intended to reduce parking on the narrow streets, in order to increase accessibility of fire apparatus and facilitate evacuation; use of fire sprinklers in new development helps control the spread of small fires, which promotes effectiveness in controlling a fire in early stages, allowing for responding fire apparatus and suppression crew to arrive on scene and deploy industry-standard pre-connected 250-foot hose lines or standard hose packs as necessary to reach and defend occupants and structures. Based on these findings of public safety necessity, proposed ADUs and JADUs in the High Risk Fire Area shall be subject to the following additional requirements.
 - 1. **Parking.** If the property is located adjacent to a narrow street, defined as a street with a width of less than 28 feet, one off-street parking space shall be provided. The ADU may not displace existing parking for the primary residence. Notwithstanding, a garage may be converted to an ADU if all removed parking spaces are provided elsewhere on the property for the primary dwelling in addition to the parking space to be provided for the ADU.
 - 2. **Fire Sprinklers.** Fire sprinklers shall be required.
 - 3. **Distance from front property line.** A detached ADU shall be located within 150 feet of the front property line in order to facilitate emergency fire access, including deployment of an industry-standard, pre-connected 250-foot hose line. Notwithstanding, for flag lots, for the purpose of deploying industry-standard hose-packs, the ADU may be located within 100 feet of a dry standpipe installed on the property with approval of the Fire Chief.

J. Design Standards for Historic Properties

- 1. **Applicability.** ADUs proposed for development on a historic single- or multi-family property shall comply with the Design Standards set forth in this Sub-section (J) and the South Pasadena Design Guidelines for ADU Development on Historic Properties. The following types of ADUs are permitted on historic properties:
 - a. Conversion of an existing accessory structure, with or without additional floor area.
 - b. New construction of a detached ADU.
 - c. JADUs within the envelope of the existing primary dwelling, consistent with the requirements of Sub-section J.8.f. below.

- 2. **Exemptions.** Detached ADUs and accessory structure additions on a historic property that are not visible from the public right-of-way are not subject to compliance with Subsection (J) or the South Pasadena Design Guidelines for ADU Development on Historic Properties. Visibility from the public right-of-way for this purpose shall be determined as follows:
 - a. Visibility of the structure from the street immediately in front of and within 10 feet on either side of any street-adjacent property line(s). This shall include both adjacent streets for corner properties. An alley is not considered a public right-of-way for this purpose.
 - b. Vegetation, gates, fencing, and any other landscaping elements shall not be considered in determining visibility from the public right-of-way.
- 3. **Procedures.** Detached ADUs subject to requirements of this Sub-section (J) shall require ministerial (staff-level) approval, except in the following instances:
 - a. Cultural Heritage Commission (CHC) Review and Approval. CHC review and approval shall be required if an application proposes new construction of a detached ADU or additions to an existing accessory structure if the proposed ADU does not comply with the standards set forth in this Sub-section (J).

4. Location.

- a. **New Construction, Detached ADU.** Detached ADUs shall be located at the rear of the property, except as provided in Sub-section b, below.
- b. **New Construction, Detached ADU in front of primary dwelling.** If 50% or more of the primary dwelling is located at the rear 1/3rd of a property and there is no other location on the property in which a maximum 800 square foot ADU could be added, a detached ADU shall be allowed in front of the primary dwelling, in compliance with Sub-sections E.1.e and J.8, and with the following:
 - i. ADUs proposed in front of the primary dwelling shall not be placed in a manner that blocks visibility of more than 50% of the front/primary façade (the façade containing the main entrance) from the public right-of-way, using the definition of Visibility provided in Sub-section J.2, above.
 - ii. The ADU shall not be placed in such a manner that the main entrance to the primary dwelling is not visible from the public right-of-way.
 - iii. The maximum size of the ADU in front of the primary dwelling shall be 800 square feet.
 - iv. The maximum height of the ADU in front of the primary dwelling shall be 16 feet.

- c. Accessory Structure Additions. If an accessory structure is subject to the provisions of this Sub-section (J), the addition shall not be attached to the front façade (the façade containing the main/vehicular entrance) of the accessory structure.
- 5. **Size and Height Limits.** ADUs shall comply with the size and height standards set forth in Sub-section E.3 as well as the following, in order to avoid an adverse impact on the historic property. In case of conflict, these standards shall apply:
 - a. The height of the ADU shall not exceed the height of the primary dwelling, with the following exception.
 - i. Even if the primary dwelling is less than 16 feet in height, the ADU shall be permitted to have a maximum height of 16 feet.
 - b. Two-story ADUs shall be permitted up to 18 feet in height for a flat roof, plus a 1-foot parapet, or 22 feet in height for a pitched roof, as long as the ADU is lower than the height of the primary dwelling. Two-story ADUs shall only be permitted when the primary dwelling is two stories in height, with the following exception.
 - i. If the historic property is on a hillside lot and contains a one-story primary dwelling, a two-story ADU shall be permitted if the ADU is located downslope and at the rear of the property so that it is still lower than the height of the primary dwelling as viewed from the public right-of-way.

6. Demolition of accessory structures.

a. For an ADU proposal involving the demolition of an existing accessory structure older than 45 years of age, the staff-level Historic Resource Evaluation Report is required to determine if the existing accessory structure constitutes a character-defining feature of the property. An accessory structure that has been determined to be a character-defining feature of a historic resource shall not be demolished in order to construct an ADU. Such accessory structure shall be subject to the standards set forth in Section 2.67 of the South Pasadena Cultural Heritage Ordinance (Ordinance No. 2315).

7. Architectural Style.

- a. A new construction detached ADU subject to the requirements of this Sub-section (J) shall be designed as a simplified stylistic variation of its primary dwelling through the incorporation of the design elements listed in Sections 8 and 9, and the South Pasadena Design Guidelines for ADU Development on Historic Properties.
- b. Exterior changes to an existing accessory structure subject to the requirements of this Sub-section (J) shall comply with relevant requirements listed in Sections 8

and 9, and the South Pasadena Design Guidelines for ADU Development on Historic Properties.

8. Required Design Elements.

- a. Roof type/pitch for new construction detached ADUs and accessory structure additions. The roof type (flat, gable, hipped) shall match the primary dwelling or existing accessory structure (if attached to the accessory structure). The roof pitch (low, medium, steep) shall be similar to the primary dwelling/existing accessory structure and within the roof pitch range that is appropriate for the architectural style of the dwelling/structure as specified in the Design Guidelines for ADU Development on Historic Properties.
- b. **Roof material.** New roof materials for a new construction detached ADU or an accessory structure conversion/addition shall match the primary dwelling or the existing accessory structure (if attached to the accessory structure), with the following exceptions. Vinyl tiles and cement shakes are prohibited.
 - i. Composition shingle roofing is an acceptable alternative to wood shingle.
 - ii. Cement tile roofing is an acceptable alternative to clay tile.
 - iii. Solar shingle roofing is an acceptable alternative to asphalt composition or wood shingle roofing.
- c. Wall cladding type/material. New cladding material (wood, wood composite, stucco, masonry) and orientation (horizontal or vertical) for a new construction detached ADU or an accessory structure conversion/addition shall substantially match the primary dwelling or the existing accessory structure (if attached to the accessory structure). Cladding shall be differentiated from the primary dwelling/existing accessory structure cladding through color, profile, width, and/or texture.
- d. **Door type/material.** New doors shall be made of the same or similar materials as those of the primary dwelling or the existing accessory structure (if attached to the accessory structure).
 - i. Accessory Structure Conversions/Additions. Existing garage doors may be replaced with new doors or infilled, provided that the framing to the original opening is preserved.
- e. **Window type/material.** New windows shall have the same orientation (vertical or horizontal) as the predominant window type on the primary dwelling or the existing accessory structure (if attached to the accessory structure). New windows shall be made of the same or similar materials as those of the primary dwelling/existing accessory structure. No window with any exposed vinyl material in whole or in part shall be permitted.

- f. Entrances and new windows in Junior Accessory Dwelling Units (JADUs).

 JADU entrances and new windows, if required by Building Code, shall be located on a secondary (non-street facing) façade, or the façade that does not contain the main entrance to the primary dwelling (if on a corner lot property), where feasible.
- 9. **9. Optional Design Elements.** The following design elements shall be acceptable on the ADU if they are present on the primary dwelling/existing accessory structure: dormers, bay windows, arched windows, and shutters. If these elements are not present on the primary dwelling/existing accessory structure, they shall not be permitted on the ADU.
- **K.** Short-term rentals. Short-term rentals. An accessory dwelling unit shall not be rented out for a period of less than 30 days. The City may require a deed restriction to enforce this limitation, in a form approved by the City Attorney.
- L. Fees. An accessory dwelling unit application must be submitted to the City along with the appropriate fee as established by the City Council by resolution in accordance with applicable law.
 - 1. The City may impose a fee on the applicant in connection with approval of an ADU for the purpose of defraying all or a portion of the cost of public facilities related to its development, as provided for in Government Code Sections 65852.2(f)(1) and 66000(b).
 - 2. The City will not consider an ADU to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the ADU was part of an application for a new single-family dwelling.
 - 3. The City shall not impose any impact fee upon the development of an accessory dwelling unit less than 750 feet. Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit. Units that are deed-restricted, that rent can be no more than 80% of Area Median Income (AMI), are exempt from impact fees.
 - 4. The City shall collect school impact fees pursuant to the State Law for development of an ADU or JADU.
- **M.** Certificate of occupancy. A certificate of occupancy for an ADU or JADU shall not be issued before the issuance of a certificate of occupancy for the primary dwelling."
- **SECTION 2**. **CEQA.** The City Council hereby finds that the proposed Code amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines § 15061(b)(3), which states the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. It may be seen with certainty that

there is no possibility this Zoning Code Amendment may have a significant effect on the environment.

SECTION 3. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held by a court of competent jurisdiction to be invalid, or otherwise not in force or effect, such decision shall not affect the validity, force, or effect, of the remaining portions of this ordinance. The City Council declares that it would have adopted this ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or otherwise not in force or effect.

SECTION 4. <u>Authority</u>. This ordinance is enacted pursuant to Article XI, Section 7, of the California Constitution, and in compliance with Government Code section 36937.

SECTION 5. Publication and Effective Date. Upon adoption of this Urgency Ordinance by no less than four-fifths (4/5) vote of the Council, the Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in newspaper of general circulation within fifteen (15) days after its adoption. This Urgency Ordinance shall become effective immediately upon its adoption.

SECTION 6. Repeal. This Ordinance shall be automatically repealed upon the effective date of Ordinance No. 2360, "An Ordinance of the City of South Pasadena Amending Chapter 36 ("Zoning"), Article III ('Site Planning and General Section 36.350.200 ("Residential Uses—Accessory Dwelling Units') of the City of South Pasadena Municipal Code."

PASSED AND ADOPTED by the City Council of the City of South Pasadena, State of California, on December 15, 2021, by the following vote:

AYES:	
NOES:	
ABSENT:	
	Diana Mahmud, Mayor
Attest:	
Christina Munoz, Deputy City Clerk	

ATTACHMENT 2

Redline Ordinance showing "Phase II" edits to Section 36.350.200 ("Residential Uses—Accessory Dwelling Units")



AN ORDINANCE OF THE CITY OF SOUTH PASADENA AMENDING CHAPTER 36 ("ZONING"), ARTICLE III ("SITE PLANNING AND GENERAL DEVELOPMENT STANDARDS"), SECTION 36.350.200 ("RESIDENTIAL USES—ACCESSORY DWELLING UNITS") OF THE CITY OF SOUTH PASADENA MUNICIPAL CODE

The people of the City of South Pasadena do hereby ordain as follows:

SECTION 1. Section 36.350.200 ("Residential Uses—Accessory Dwelling Units") or Article III ("Site Planning and General Development Standards") of Chapter 36 ("Zoning") of the South Pasadena Municipal Code is amended to read as follows:

"36.350.200 Residential Uses—Accessory Dwelling Units (ADUs).

A. **Definitions**. The following definitions shall apply to this section.

Accessory Dwelling Unit (ADU). See SPMC 36.700.020.A.

Attached ADU: An ADU that is attached to the primary dwelling, not including a JADU.

Bathroom. Facility required to include a shower and/or bath, sink and a toilet.

Conversion. All or a portion of an existing space or structure which is used to create an ADU or JADU (e.g., master bedroom, attached garage, storage area, or similar use, or an accessory structure) on the lot of the primary dwelling. A conversion does not include the portion of any expansion of the existing space or structure.

Detached ADU. The unit is separated from the primary dwelling.

Efficiency kitchen. Required to include a cooking appliance, such as a hot plate and microwave with a sink, and a food preparation counter and storage cabinets.

High risk fire area. The area located south of Monterey Road, extending to the city border, and west of Meridian Avenue, extending to the city border, as established in SPMC Chapter 14.

Historic Property. For purposes of this section, this shall refer to a property that is: 1) designated as an <u>individual</u> landmark or as a contributor to a designated historic district; 2) identified on an inventory that has been adopted by the City as a property <u>eligible</u> <u>with potential</u> as an individual landmark or as a contributing structure to an <u>eligible</u> <u>potential</u> historic district, as authorized by Health and Safety Code Section 18955.

Junior Accessory Dwelling Unit (JADU). A specific type of conversion of existing space that is contained entirely within an existing or proposed single-family residence, which shall not exceed 500 square feet in size. A JADU may share central systems (HVAC, water, electric),

contain an efficiency kitchen or cooking facilities and bathroom, or may share a bathroom with the primary dwelling.

- B. **Applicability**. The standards and criteria in this section apply to properties containing single-family or multifamily housing units within all zoning districts that allow residential uses. These standards are in addition to all other applicable standards found in this Zoning Code; in case of conflict the standards of this section shall apply.
- C. **Applications**. Pursuant to Government Code Section 65852.2, applications for accessory dwelling units shall be considered ministerially (staff-level approval <u>based on objective standards</u>) within 60 days after the application is deemed complete. The application for the creation of an ADU or JADU shall be deemed approved if the local agency has not acted on the application within 60 days from the date it is deemed complete. The application process and requirements shall be set forth in a written document provided by the Planning Department.
 - Timing of Concurrent Applications. An applicant may submit an application to construct an ADU concurrently with other proposed development, such as new construction of or an addition to an existing primary dwelling. The following shall apply in these cases:
 - a. New construction of primary dwelling unit, with attached ADU/JADU or detached ADUs: Approval of all applicable discretionary entitlements for the primary dwelling shall be required before the ADU/JADU application may be deemed complete and approved. ADU applications submitted prior to the construction of a primary dwelling unit which was subject to discretionary review and which conflict with the conditions of approval for the primary dwelling unit shall be denied unless the primary dwelling unit conditions of approval are first amended.
 - b. Conversions of existing accessory structures: The ADU application for conversion of a detached accessory structure may be approved within 60 days after it has been deemed complete, regardless of a concurrent application for an addition to the primary dwelling. If the conversion is a garage that removes existing parking, replacement parking for the primary structure shall not be required, and the proposed addition to the primary dwelling shall not require additional parking.
 - c. Additions to existing primary dwelling unit with proposed attached ADU/JADU: Approval of all applicable discretionary entitlements for the primary dwelling shall be required before the attached ADU/JADU application may be deemed complete and approved, unless the ADU application is for a conversion. No attached ADU is permitted for a historic property, pursuant to Sub-section (J) below.
 - d. Additions to existing primary dwelling unit with proposed detached ADU:

 The ADU application for a new construction detached ADU, or a conversion plus expansion of a detached accessory structure, shall be approved within 60 days after it has been deemed complete. If the application for an addition to the

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primary dwelling unit is deemed complete together with the ADU application, 800 square feet of the ADU shall be allowed to exceed the FAR and lot coverage in calculating the allowable floor area for the addition to the primary dwelling unit. If the ADU application includes a garage conversion that removes existing parking, replacement parking for the primary structure shall not be required, and the proposed addition to the primary dwelling shall not require additional parking.

e. Demolition of accessory structure to facilitate new construction of ADU: Demolition, as defined by SPMC Section 2.59(d), of an existing structure that is considered to be located on an historic property or is 45 years or older, shall require a Certificate of Appropriateness, pursuant to SPMC section 2.65(c) and (e), as a prerequisite to an application for an ADU being deemed complete. The resulting ADU application shall be considered new construction and shall comply with the minimum setback requirements for new construction, set forth in sub-section E.A. below. Demolition of an accessory structure that is less than 45 years old and not considered to be located on an historic property shall not require a Certificate of Appropriateness.

- Prerequisite Discretionary Permits. Accessory dwelling unit applications shall not be deemed complete until all applicable discretionary prerequisites have been approved. Prerequisites may include tree removal permits, Certificates of Appropriateness, and hillside development permits.
- D. **Ownership.** An ADU or JADU may not be owned or sold separately from the primary dwelling. -The City may require a deed restriction in a form approved by the City Attorney to enforce the restrictions set forth in this section.
 - JADU Owner-occupancy required. The owner shall reside in either the remaining portion of the primary residence, or in the newly created JADU.
- E. Development Standards for ADUs on Single-Family Properties.

The following standards apply to ADU development on a property that is not a historic property (see Sub-section J).

1. Location

- a. **Number of ADUs.** One ADU, either attached or detached, and one JADU shall be allowed on a single-family property.
- b. Location on site. An <u>ADU</u> -accessory dwelling unit may be attached to or detached from the primary dwelling on the same lot. An accessory dwelling unit may be located within and/or above a garage or other existing accessory structure.
- c. Hillside locations. An ADU on a hillside property may be attached or detached, in a location within, behind or underneath the primary dwelling, underneath a parking bridge even if it is closer to the front property line than the primary

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- dwelling, or as a conversion of existing space. A hillside development permit may be required, consistent with SPMC division 36.340.
- d. Location in front of primary dwelling. If 50% or more of the existing primary dwelling is located in the rear 1/3rd of a property that is not a historic property, an attached or detached ADU shall be allowed in front of the primary dwellingstructure as follows:
 - Ministerial review (staff-approval): For an ADU that is one story, not more than 850 square feet for a unit with up to one bedroom or 1,000 square feet if the unit includes two or more bedrooms, and maximum 16 feet in height.
 - ii. <u>Design Review Board approval</u>: For an ADU that exceeds the standards of (i) above, and is no more than 1,200 square feet in size and maximum two stories not to exceed a height of 18 feet for a flat roof, <u>plus a 1-foot</u> <u>parapet</u>, and 22 feet for a pitched roof.
- e. **Standards for ADUs in front of primary dwelling.** Where feasible, ADUs located in front of the primary dwelling per (d) above shall comply with the following standards:
 - The ADU shall comply with the applicable front yard setback requirement for the district in which it is located, and with minimum side yard setbacks of four feet.
 - ii. The structure's front yard-facing <u>façade elevation</u>-shall include an entry into the unit and a covered porch or awning.
 - iii. The application shall provide a landscape plan for the area in front of the ADU in compliance with 36.330.030. No new driveway or parking area shall be allowed directly in front of the ADU.
 - iv. A minimum 20 square feet of window area shall be provided on each front and corner-facing elevation. No window with any exposed vinyl material in part or in whole shall be allowed on these elevations.
 - v. The ADU shall have a pitched roof if one or more adjacent properties have pitched roofs.
 - vi. If a garage is attached to the ADU, it shall be set back 10 feet from the front elevation.

- f. Placement on Historic properties. ADU's proposed for an historic property, including additions shall:
 - i. Be located in the rear of the property such that at least 50% of the ADU's first floor, front-facing façade is behind the predominant massing of the existing dwelling.
 - ii. Not be placed in a manner to block visibility of the historic resource from the public right of way, or compete with character defining features of the historic resource.

2. Floor area.

Floor area of an ADU that exceeds the property's lot coverage and floor area ratio (FAR) requirements shall be permitted as required by Government Code Section 65852 and as specified in this sub-section. An ADU which is proposed to exceed lot coverage and floor area ratio (FAR) as described below shall not be approved, unless the size is reduced to comply with this sub-section. For purposes of development of other structures on the property, the floor area of an existing ADU shall be counted in the calculation of the property's total lot coverage and floor area ratio, except that when an existing garage has been converted or partially converted to an ADU and no other garage has been or is proposed to be constructed onsite, up to 500 square feet of such garage conversion shall not be counted toward lot coverage and floor area ratio.

- a. New Construction Attached ADU. An accessory dwelling unit attached to the primary dwelling shall have a minimum floor area of 150 feet, and a maximum floor area of 850 square feet for a unit with up to one bedroom or 1,000 square feet if the unit includes two or more bedrooms. Up to 800 square feet of the floor area of the ADU shall be allowed to exceed the property's lot coverage and FAR requirements.
- b. New Construction Detached ADU. A detached accessory dwelling unit shall have a minimum floor area of 150 square feet, and a maximum floor area of 1,200 square feet. Up to 800 square feet of the floor area of the ADU shall be allowed to exceed the property's lot coverage and FAR requirements.
- c. Conversion ADUs. The maximum size of an ADU that is a conversion of an existing accessory structure shall be the size of the existing structure plus an expansion up to an additional 150 square feet if necessary for ingress and egress only.
 - i. An ADU that expands upon the existing structure being converted in excess of the ingress and egress exemption shall be a maximum of 1,200 square feet. Up to 800 square feet of the floor area of the ADU shall be allowed to exceed the property's lot coverage and FAR requirements.
- d. **Junior Accessory Dwelling Units (JADUs).** The maximum floor area for a junior accessory dwelling unit shall not exceed 500 square feet. If the ADU shares

an existing bathroom with the primary dwelling, the bathroom area shall not be included. However, a newly constructed bathroom shall be included in the maximum size of the JADU even if proposed to be shared with the primary dwelling.

- 3. **Height Limits.** The maximum height of an attached or detached new accessory dwelling unit shall not exceed the following limits. For purposes of this section, "story" shall mean a distinct level of living space, excluding loft area that is open to living space below:
 - a. For a one-story ADU: 16 feet to top of parapet or pitched roof
 - b. For a two-story ADU including an ADU located above an accessory structure: 18 feet for a flat roof, plus a 1-foot parapet, or 22 feet for a pitched roof
 - c. For a conversion ADU (without an expansion): the height of the existing structure. For a historic property: One story only is permitted with a maximum height not to exceed 16 feet to top of parapet or pitched roof. However, the maximum height for a conversion ADU shall be the height of the existing structure.
- 4. Setbacks. An accessory dwelling unit shall comply with the front yard setback requirements of the applicable zoning district (see Article 2, Zoning Districts, Allowable Land Uses, and Zone-Specific Standards), except that no setback shall be required for the conversion of an existing structure, and a setback of no more than 4 feet from the side and rear lot lines shall be required for new construction.
 - a. Additions to structures with non-conforming setbacks. If the ADU is a conversion of an existing accessory structure with a side yard setback of less than 4 feet, the wall may be extended for an additional 10 feet at the same setback, provided it is not less than 3 feet from the side property line and not less than 4 feet from the rear property line. If the existing setback is less than 3 feet, the addition shall be required to maintain the 4-foot setback.
- 5. **Building Separation.** Detached ADUs on residentially zoned parcels that are larger than 800 square feet shall comply with the ten-foot building separation requirement in SPMC 36.220.040.
- 6. Standards for JADUs (see also Sub-section I).

A JADU shall include:

- a. An outdoor entrance that is separate from the primary dwelling.
- At a minimum, an efficiency kitchen, a separate or shared bathroom, sleeping and living area.

F. Development standards for ADUs on multi-family and mixed-use properties.

Where these standards conflict with the design standards set forth in Sub-section (J) below for historic properties, the standards set forth in Sub-section (J) shall control.

- Number of Detached ADUs. Not more than two detached accessory dwelling units may be located on lots with a multi-family dwelling.
- 2. Setbacks. An accessory dwelling unit shall comply with the front yard setback requirements of the applicable zoning district (see Article 2, Zoning Districts, Allowable Land Uses, and Zone-Specific Standards), except that no setback shall be required for the conversion of an existing structure, and a setback of no more than 4 feet from the side and rear lot lines shall be required for new construction.
- 3. **Detached ADU standards.** The accessory dwelling units shall maintain 4-foot side and rear yard setbacks; and shall not exceed 16 feet for a one-story structure or, for a two-story structure, 18 feet for a flat roof, plus a 1-foot parapet, or 22 feet for a pitched roof.
- 4. Conversion ADUs. Nonliving space within the existing building envelope on lots with a multifamily dwelling, including storage rooms, boiler rooms, passageways, attics, basements, or garages, may be converted into accessory dwelling units if each unit complies with State building standards for dwellings and on the condition that the number of accessory dwelling units created do not exceed 25% of the number of existing multifamily dwelling units, or at least one unit, including the accessory dwelling units created.

G. Development Standards Applicable to ADUs on All Properties

- 1. **Two-Story ADUs.** -Except as approved by the Design Review Board pursuant to E.1.d above, a two-story ADU shall comply with the following standards as applicable. -Where these standards conflict with ADU design standards set forth in Sub-section (J) below for historic properties, the standards set forth in Sub-section (J) shall control.
 - a. **Windows:** Where primary dwelling units are not allowed to build within 6 feet of the property line, the following shall be required: on 2nd floor elevations with setback less than 6 feet from a property line shared with adjacent residential parcels, only fixed windows, or fixed panes of a window assembly, composed of plain obscured glass (such as frosted) with no color shall be placed in the area up to 5 feet above the interior floor height. Any clear window or window pane on these elevations shall be placed so that the bottom of the clear glass is at least 5 feet above the interior floor height.
 - b. Balconies: Balconies shall only be allowed on elevations facing the interior of the property, e.g., facing the primary dwelling and/or the back yard area directly behind the primary dwelling. In the case of an ADU on a corner lot, a balcony may face the adjacent street.

- c. **Setbacks for 2nd floor**: The second floor of an ADU shall be set back a minimum of 4 feet from the side and rear property line.
 - Notwithstanding the above, a second floor ADU proposed above an
 existing accessory structure shall be allowed to maintain the same setback
 as an existing wall provided the wall is at least three feet from the property
 line
- d. 2nd Floor Articulation: 30% of the side and rear wall plane above the first floor shall be articulated with minimum 18-inch recesses.
- 2. **Separate Entrance.** An attached ADU shall have an outdoor entrance that is separate from the primary dwelling.
- 3. **Interior Facility Requirements.** An ADU shall provide living quarters independent from the primary dwelling, including living, sleeping, permanent provisions for cooking and a bathroom.
- 4. **Utilities.** An ADU may have shared or separate utility services (e.g., an electrical and/or gas meter) from the primary dwelling.
- 5. **Mechanical Equipment.** Outdoor equipment associated with electric split or mini-split heating and cooling systems dedicated solely to an attached or detached ADU may be placed in the rear yard setback area.

H. Parking

- 1. **Exemptions.** With the exception of I.1, below, no off-street parking shall be required for an ADU or JADU if:
 - a. The ADU is located within one-half mile walking distance of a bus stop or light rail station.
 - When on-street parking permits are required but not offered to the occupant of the ADU.
 - c. The ADU is within an historic district or an eligible potential historic district, or a designated historic property, as identified by the National Register for Historic Places, the California Register for Historic Places, or the City's Cultural Heritage Ordinance.
 - d. The ADU or JADU is within the existing primary dwelling.
 - e. There is a car share vehicle located within one block of the ADU.

- 2. **Parking required.** Parking shall be required for an accessory dwelling unit under the following conditions (see also I.1, below):
 - a. If the ADU does not qualify for an exemption based on the list above, in which case one off-street parking space shall be required.
 - b. If the ADU or ADUs are within a multi-family property, in which case one offstreet parking space shall be required per three accessory dwelling units, or fraction thereof. The requirement shall be cumulative if ADUs are built sequentially.
- I. High Risk Fire Areas. The areas of the City defined as "high risk fire area" pursuant to SPMC Section 14.1, are subject to additional requirements for parking and fire sprinklers due to topographic and climatic conditions which create public safety risks, including accessibility of fire apparatus on narrow streets, and delay times in evacuation and response due to accessibility challenges. Requiring parking on-site is intended to reduce parking on the narrow streets, in order to increase accessibility of fire apparatus and facilitate evacuation; use of fire sprinklers in new development helps control the spread of small fires, which promotes effectiveness in controlling a fire in early stages, allowing for responding fire apparatus and suppression crew to arrive on scene and deploy industry-standard pre-connected 250-foot hose lines or standard hose packs as necessary to reach and defend occupants and structures. Based on these findings of public safety necessity, proposed ADUs and JADUs in the High Risk Fire Area shall be subject to the following additional requirements.
 - Parking. If the property is located adjacent to a narrow street, defined as a street with a
 width of less than 28 feet, one off-street parking space shall be provided. The ADU may
 not displace existing parking for the primary residence. Notwithstanding, a garage may
 be converted to an ADU if all removed parking spaces are provided elsewhere on the
 property for the primary dwelling in addition to the parking space to be provided for the
 ADU.
 - 2. Fire Sprinklers. Fire sprinklers shall be required.
 - 3. **Distance from front property line.** A detached ADU shall be located within 150 feet of the front property line in order to facilitate emergency fire access, including deployment of an industry-standard, pre-connected 250-foot hose line. Notwithstanding, for flag lots, for the purpose of deploying industry-standard hose-packs, the ADU may be located within 100 feet of a dry standpipe installed on the property with approval of the Fire Chief.

J. Design Standards for Historic Properties

1. **Applicability.** ADUs proposed for development on a historic single- or multi-family property shall comply with the Design Standards set forth in this Sub-section (J) and the South Pasadena Design Guidelines for ADU Development on Historic Properties. The following types of ADUs are permitted on historic properties:

- a. Conversion of an existing accessory structure, with or without additional floor area.
- b. New construction of a detached ADU.
- c. JADUs within the envelope of the existing primary dwelling, consistent with the requirements of Sub-section J.8.f. below. ADUs on historic properties are permitted only as a conversion of an existing accessory structure, with or without additional floor area or new construction of a detached ADU. JADUs are permitted within the envelope of the existing primary dwelling, consistent with the requirements of Sub-section J.8.f. below.
- 2. Exemptions. Detached ADUs and accessory structure additions on a historic property that are not visible from the public right-of-way are not subject to compliance with Subsection (J) or the South Pasadena Design Guidelines for ADU Development on Historic Properties. Visibility from the public right-of-way for this purpose shall be determined as follows:
 - a. Visibility of the structure from the street immediately in front of and within 10 feet on either side of any street-adjacent property line(s). This shall include both adjacent streets for corner properties. An alley is not considered a public right-ofway for this purpose.
 - b. Vegetation, gates, fencing, and any other landscaping elements shall not be considered in determining visibility from the public right-of-way.
- 3. **Procedures.** Detached ADUs subject to requirements of this Sub-section (J) shall require ministerial (staff-level) approval, except in the following instances:
 - a. Cultural Heritage Commission (CHC) Review and Approval. CHC review and approval shall be required if an application proposes new construction of a detached ADU or additions to an existing accessory structure if the proposed ADU does not comply with the standards set forth in this Sub-section (J).

4. Location.

- a. New Construction, Detached ADU. Detached ADUs shall be located at the rear of the property, except as provided in Sub-section b, below.
- b. New Construction, Detached ADU in front of primary dwelling. If 50% or more of the primary dwelling is located at the rear 1/3rd one third of a property and there is no other location on the property in which a maximum 800 square foot ADU could be added, a detached ADU shall be allowed in front of the primary dwelling, in compliance with Sub-sections E.1.e and J.8, and with the following:

- i. ADUs proposed in front of the primary dwelling shall not be placed in a manner that blocks visibility of more than 50% of the front/primary façade (the façade containing the main entrance) from the public right-of-way, using the definition of Visibility provided in Sub-section J.2, above.
- ii. The ADU shall not be placed in such a manner that the main entrance to the primary dwelling is not visible from the public right-of-way.
- iii. The maximum size of the ADU in front of the primary dwelling shall be 800 square feet.
- iv. The maximum height of the ADU in front of the primary dwelling shall be 16 feet.
- c. Accessory Structure Additions. If an accessory structure is subject to the provisions of this Sub-section (J), the addition shall not be attached to the front façade (the façade containing the main/vehicular entrance) of the accessory structure.
- 5. Size and Height Limits. ADUs shall comply with the size and height standards set forth in Sub-section E.3 as well as the following, in order to avoid an adverse impact on the historic property. In case of conflict, these standards shall apply:
 - a. The height of the ADU shall not exceed the height of the primary dwelling, with the following exception.
 - i. Even if the primary dwelling is less than 16 feet in height, the ADU shall be permitted to have a maximum height of 16 feet.
 - b. Two-story ADUs shall be permitted up to 18 feet in height for a flat roof, plus a 1-foot parapet, or 22 feet in height for a pitched roof, as long as the ADU is subordinate to-lower than the height of the primary dwelling. Two-story ADUs shall only be permitted when the primary dwelling is two stories in height, with the following exception.
 - i. If the historic property is on a hillside lot and contains a one-story primary dwelling, a two-story ADU shall be permitted if the ADU is located downslope and at the rear of the property so that it is still subordinate to the lower than the height of the primary dwelling as viewed from the public right-of-way.

6. Demolition of accessory structures.

a. For an ADU proposal involving the demolition of an existing accessory structure
 or structures older than 45 years of age, the staff-level Historic Resource
 Evaluation Report is required to determine if the existing accessory structure

constitutes a character-defining feature of the property. An accessory structure that has been determined to be a character-defining feature of a historic resource shall not be demolished in order to construct an ADU. Such accessory structure shall be subject to the standards set forth in Section 2.67 of the South Pasadena Cultural Heritage Ordinance (Ordinance No. 2315).

- 7. Architectural Style. An ADU subject to the requirements of this Sub-section (J) shall be designed as a simplified stylistic variation of its primary dwelling through the incorporation of the design elements listed in Sections 9 and 10, and the South Pasadena Design Guidelines for ADUs Development on Historic Properties.
 - a. A new construction detached ADU subject to the requirements of this Sub-section (J) shall be designed as a simplified stylistic variation of its primary dwelling through the incorporation of the design elements listed in Sections 8 and 9, and the South Pasadena Design Guidelines for ADU Development on Historic Properties.
 - Exterior changes to an existing accessory structure subject to the requirements of this Sub-section (J) shall comply with relevant requirements listed in Sections 8 and 9, and the South Pasadena Design Guidelines for ADU Development on Historic Properties.

8. Required Design Elements.

- a. Roof type/pitch for new construction detached ADUs and accessory structure additions. The roof type (flat, gable, hipped) shall match the primary dwelling or existing accessory structure (if attached to the accessory structure). The roof pitch (low, medium, steep) shall be similar to the primary dwelling/existing accessory structure and within the roof pitch range that is appropriate for the architectural style of the dwelling/structure as specified in the Design Guidelines for ADU Development on Historic Properties.
- b. Roof material. The roof material type-New roof materials for a new construction detached ADU or an accessory structure conversion/addition shall match the primary dwelling or the existing accessory structure (if attached to the accessory structure), with the following exceptions. -Vinyl tiles and cement shakes are prohibited.
 - i. Composition shingle roofing is an acceptable alternative to wood shingle.
 - ii. Cement tile roofing is an acceptable alternative to clay tile.
 - iii. Solar shingle roofing is an acceptable alternative to asphalt composition or wood shingle roofing.
- wall cladding type/material. New cladding material (wood, wood composite, stucco, masonry) and orientation (horizontal or vertical) for a new construction

detached ADU or an accessory structure conversion/addition The eladding material (wood, stucco, masonry) and orientation (horizontal or vertical) shall substantially match the primary dwelling or the existing accessory structure (if attached to the accessory structure). Cladding shall be differentiated from the primary dwelling/existing accessory structure cladding through color, profile, width, and/or texture.

- d. **Door type/material.** New dDoors shall be made of the same or similar materials as those of the primary dwelling or the existing accessory structure (if attached to the accessory structure).
 - i. Accessory Structure Conversions/Additions. Existing garage doors may be replaced with new doors or infilled, provided that the framing to the original opening is preserved.
- e. Window type/material. New wWindows shall have the same orientation (vertical or horizontal) as the predominant window type on the primary dwelling or the existing accessory structure (if attached to the accessory structure). New wWindows shall be made of the same or similar materials as those of the primary dwelling/existing accessory structure. No window with any exposed vinyl material in whole or in part shall be permitted.
- f. Entrances and new windows in Junior Accessory Dwelling Units (JADUs).

 JADU entrances and new windows, if required by Building Code, shall be located on a secondary (non-street facing) façade, or the façade that does not contain the main entrance to the primary dwelling (if on a corner lot property), where feasible.
- 4-9.9. Optional Design Elements. The following design elements shall be acceptable on the ADU if they are present on the primary dwelling/existing accessory structure: dormers, bay windows, arched windows, and shutters. If these elements are not present on the primary dwelling/existing accessory structure, they shall not be permitted on the ADU.
- **<u>K.J.</u>** Short-term rentals. Short-term rentals. An accessory dwelling unit shall not be rented out for a period of less than 30 days. -The City may require a deed restriction to enforce this limitation, in a form approved by the City Attorney.
- **LK.** Fees. An accessory dwelling unit application must be submitted to the City along with the appropriate fee as established by the City Council by resolution in accordance with applicable law.
 - The City may impose a fee on the applicant in connection with approval of an ADU
 for the purpose of defraying all or a portion of the cost of public facilities related to
 its development, as provided for in Government Code Sections 65852.2(f)(1) and
 66000(b).

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- The City will not consider an ADU to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the ADU was part of an application for a new single-family dwelling.
- 3. The City shall not impose any impact fee upon the development of an accessory dwelling unit less than 750 feet. Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit. Units that are deed-restricted, that rent can be no more than 80% of Area Median Income (AMI), are exempt from impact fees.
- 4. The City shall collect school impact fees pursuant to the State Law for development of an ADU or JADU.

ML. Certificate of occupancy. A certificate of occupancy for an ADU or JADU shall not be issued before the issuance of a certificate of occupancy for the primary dwelling."

ATTACHMENT 3

South Pasadena Design Guidelines for ADU Development on Historic Properties Guidebook







City of South Pasadena

Design Guidelines for ADU Development on Historic Properties

Prepared for

City of South Pasadena

Prepared by

Architectural Resources Group

November 2, 2021

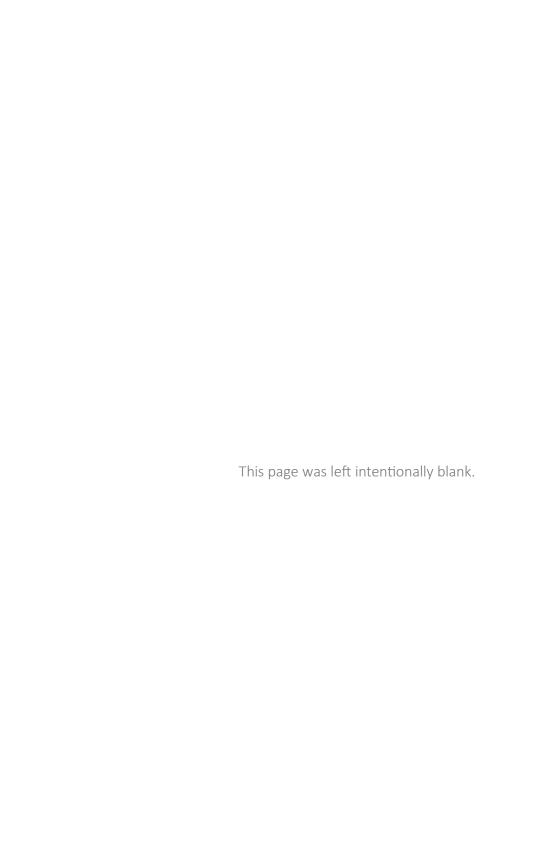
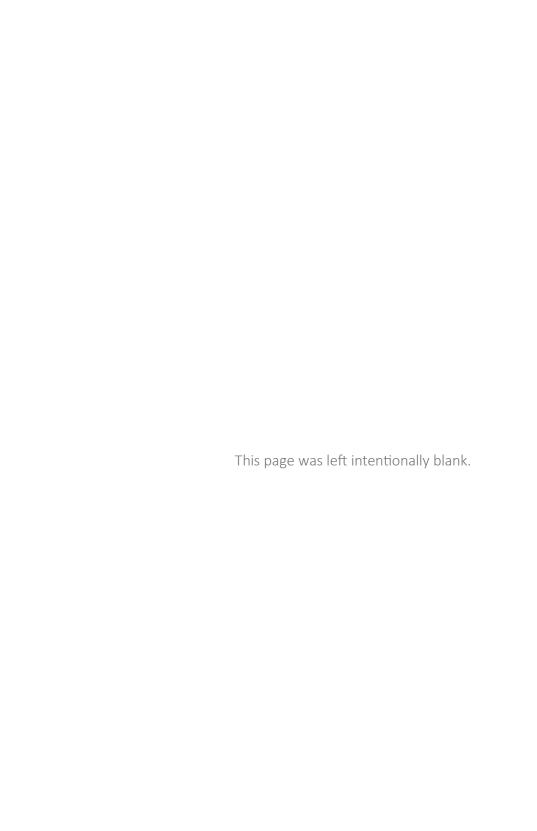


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Chapter 1

Introduction

This Chapter provides an overview of the Design Guidelines for Accessory Dwelling Unit (ADU)

Development on Historic Properties. It establishes the purpose of the Design Guidelines, their application and use, and the approval process for ADU projects on historic properties and in historic districts.



Preface

In response to the statewide housing shortage, California State Government Code Section 65852.150, which pertains to the development of Accessory Dwelling Units (ADUs), has been amended to encourage denser development on single-family and multi-family residential properties. On October 9, 2019, Governor Gavin Newsom signed further changes to ADU regulations into law, which became effective in January 2020. The City of South Pasadena has implemented a number of measures to achieve compliance with the State legislation, while also protecting its historic resources.

In order to facilitate the ADU review process and provide a way for staff-level approval, the City has developed a set of Design Standards for ADUs on Historic Properties, incorporated into the ADU Ordinance (South Pasadena Municipal Code Chapter 36, Article 3, Section 36.350.200). These Design Guidelines for ADU Development on Historic Properties are intended to help homeowners to create an ADU that would not require discretionary review or approval by the Cultural Heritage Commission.

For many residents of South Pasadena, especially those living in a historic house, building an ADU will be their first chance to improve their property and express their creativity, adding to the built fabric of the City. While the City offers a streamlined review process for ADUs meeting the Design Standards in the ADU Ordinance, for those who wish to be more creative in their designs that may not meet the objective Design Standards, the ADU Ordinance provides procedures for review and approval by the Cultural Heritage Commission.

This project was made possible through State Certified Local Government (CLG) grant funding from the California Office of Historic Preservation (OHP) and National Parks Service (NPS).



Example of a historic Craftsman carriage house, the Victorian Blissner House (210 Orange Grove Ave)



Example of a creatively designed ADU that would need to be reviewed and approved by the Cultural Heritage Commission. Odom Stamps' Octagon built in 2009 (318 Fairview Ave)

Historic Overview of Accessory Structures

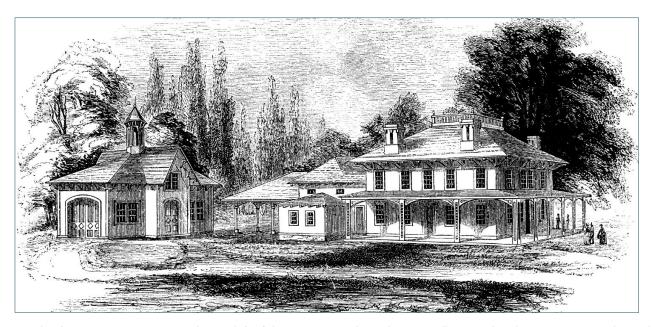
An understanding of the history and development of accessory structures and their relationship to the primary dwelling is helpful when undertaking an ADU project on a historic property.

Accessory structures in the late 19th and early 20th century (Victorian Era) were often quite ornate and featured a variety of architectural elements popular during the period, including complex roof forms, wood spindle work, and decorative shingle cladding. Nineteenth century pattern books, such as *Rural Architecture*, *Cottage Residences*, and *The Country House*, provided an array of ornate gardener's cottages, carriage houses, gate lodges, stables, and poultry houses.

During the Arts and Crafts period at the turn of the 20th century through the 1910s, accessory structures became more utilitarian. Agricultural uses gave way to carriage houses or garages that usually mimicked the style of the primary residence in a simplified manner and reduced scale. Popular pattern books and magazines such as *House Beautiful* and *Good Housekeeping* illustrated designs of affordable houses and garages.

In the 1920s and 1930s, accessory structures such as garages and pool houses also reflected modest versions of their primary residences, which were typically designed in various Period Revival idioms including Neoclassical, Spanish Colonial Revival, and Tudor Revival.

Early Modern and Mid-Century Modern residences of the 1920s through the post-World War II period typically had garages that were minimalist in design.



Example of a Victorian-Era carriage house, left of the primary residence (Lewis F. Allen, Rural Architecture, New York 1852)

South Pasadena: A City Rich with History

The City of South Pasadena, incorporated in 1888, possesses a wealth of intact historic resources including residences, public buildings, neighborhoods, and commercial districts. The excellent state of integrity of many of these resources attests to a community that has recognized the social and economic value of preserving and conserving its city's history. This effort goes back more than 50 years, with the establishment of a Cultural Heritage Commission to advise the South Pasadena City Council in 1971. It is important to continue this legacy, encouraging new development that responds thoughtfully to the historic existing built environment.

South Pasadena's landscape has played a pivotal role in the cultural history of the Los Angeles basin, even before European settlement. For the Tongva and Kizh people, the Arroyo Seco served as a natural fording place that allowed for the transport of people and goods across the San Gabriel Valley and toward the coast. After Spanish conquest, and under Mexican rule, the first adobe structures on the Rancho San Pasqual—the land grant that formed the basis for Pasadena, South Pasadena, and Altadena—were built in South Pasadena.

In 1888, South Pasadena became the sixth community to incorporate in Los Angeles County. By this time, the area was becoming a popular destination for wealthy Easterners escaping the winter, with attractions such as the Raymond Hotel and the Cawston Ostrich Farm. Companies including the California Fruit Growers Exchange (later Sunkist) carpeted the city in orange trees, and the fragrant groves and balmy weather of South Pasadena were touted nationwide. Widespread development followed swiftly, including winter homes for East Coast magnates, bohemian dwellings in the Arroyo Seco by the circle of the writer Charles Lummis, and middle-class single-family residences in newly platted neighborhoods.



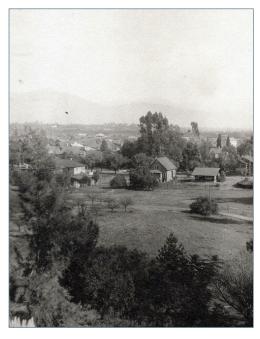
Houses on Buena Vista Street, n.d. (South Pasadena Public Library)

South Pasadena: A City Rich with History

The Craftsman style came to dominate residential development in South Pasadena between 1900 and 1925. Influenced by the English Arts and Crafts movement, the design idiom emphasized proportional and well-crafted wood-frame construction and simplified lines. The Craftsman style emerged in the greater Arroyo Seco and Pasadena area with the work of the architects Charles and Henry Greene, who designed both high-style mansions and simple bungalows; here it flourished and, with the help of pattern books and architectural journals, spread throughout the country.

In the 1920s and '30s, the rapidly growing residential neighborhoods of South Pasadena were populated with homes in a range of styles, including the Mission and Spanish Colonial Revival, Tudor Revival, and American Colonial Revival. These picturesque residences, set in a verdantly landscaped suburban setting, gave South Pasadena its reputation of small-town tranquility and authenticity connected to a dynamic urban core. Today, there are nine formally designated residential historic districts in South Pasadena, and several more that have been identified as eligible for recognition. Preserving and carefully adapting these neighborhoods for new generations of residents is crucial to honoring South Pasadena's rich cultural heritage.

The South Pasadena Design Guidelines for ADU Development on Historic Properties will help ensure the continued protection of the city's historical character and scale, a high priority in the South Pasadena General Plan, while addressing the important statewide concerns for allowing additional housing through facilitating the development of accessory dwelling units (ADUs) on properties within the city.



View of South Pasadena, 1908 (South Pasadena Public Library)



Home of Thaddeus Lowe, built 1880s, photo taken 1930 (South Pasadena Public Library)

Purpose of the ADU Design Guidelines

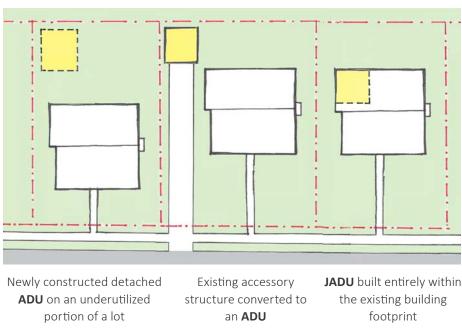
Design guidelines are one of many urban planning tools communities can use to encourage high-quality design and construction. This approach has been adopted and implemented in many Southern California communities.

The purpose of the South Pasadena Design Guidelines for ADU Development on Historic Properties is to preserve the historic and architectural character of the city by providing historic preservation guidance and resources for property owners and design professionals planning an ADU/JADU on a historic property or in a historic district. The guidelines will also be used by the City of South Pasadena Department of Planning and Building in evaluating such projects. The Design Guidelines provide suggestions on how best to build an ADU/JADU in a way that preserves the historic character and significant features of the historic property and/or historic neighborhood.

What's an Accessory Dwelling Unit (ADU)? A Junior Accessory Dwelling Unit (JADU)?

An Accessory Dwelling Unit (ADU) is a residential unit added on an existing residential parcel. ADUs are subordinate to the main residence, generally due to their location on the lot and/or the smaller size of the unit. Also known as Secondary Units, Granny Flats, or In-Law Units, ADUs may be developed on an underutilized portion of a lot, within an existing accessory structure (i.e. a garage), or attached to an existing accessory structure. ADUs are independent units that have their own kitchens, bathrooms, and living areas. Additions to historic residences have to go through the Certificate of Appropriateness procedure outlined in the South Pasadena Cultural Heritage Ordinance.

A Junior Accessory Dwelling Unit (JADU) is a residential unit with its own entrance, built entirely within the existing footprint and square footage of the primary residential building. A JADU may share central systems (HVAC, water, electric), contain an efficiency kitchen or cooking facilities and a bathroom, or it may share a bathroom with the primary dwelling.



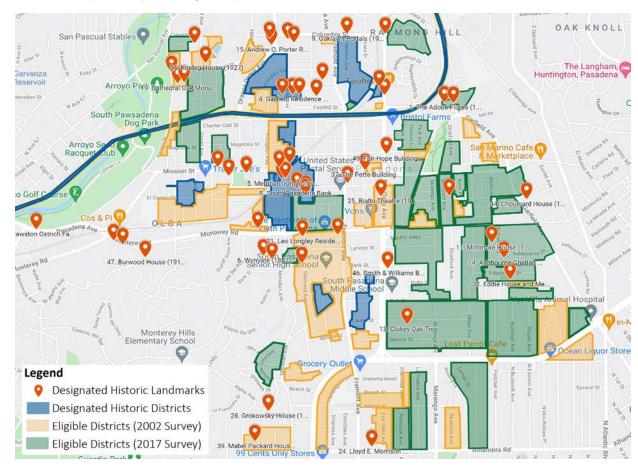
Application and Use of the Guidelines

These Design Guidelines are based on the *Secretary of the Interior's Standards for the Treatment of Historic Properties* and are intended to complement the ADUs Design Standards for Historic Properties in the South Pasadena ADU Ordinance (South Pasadena Municipal Code, Ch. 36, Article 3, Section 36.350.200). These Design Guidelines are meant as a planning tool for projects involving individual properties and districts listed in the City's Inventory of Cultural Resources.

City of South Pasadena Inventory of Cultural Resources

The Inventory of Cultural Resources (the Inventory) is the City's formally adopted, official list of historic properties (South Pasadena Municipal Code Chapter 2, Article IVH, Section 2.64). The Inventory includes properties that are formally designated and listed in the National Register of Historic Places (National Register), the California Register of Historical Resources (California Register), and/or the South Pasadena Register of Landmarks and Historic Districts (South Pasadena Register). It also includes properties that have been determined eligible for listing in the National Register, California Register, and South Pasadena Register. The Inventory contains 2,718 individual properties and contributors to historic districts.

The Inventory is composed of commercial, institutional, and residential properties. However, the vast majority of individual properties and historic districts are residential. These Design Guidelines provide guidance on best preservation practices and contextual design when planning an ADU or JADU project on a single- or multi-family residential property and/or within a residential historic district listed in the City's Inventory. For more information about the Inventory, see Chapter 5, Regulatory Framework.



Historic Landmarks and Districts in the City of South Pasadena

Approval Process

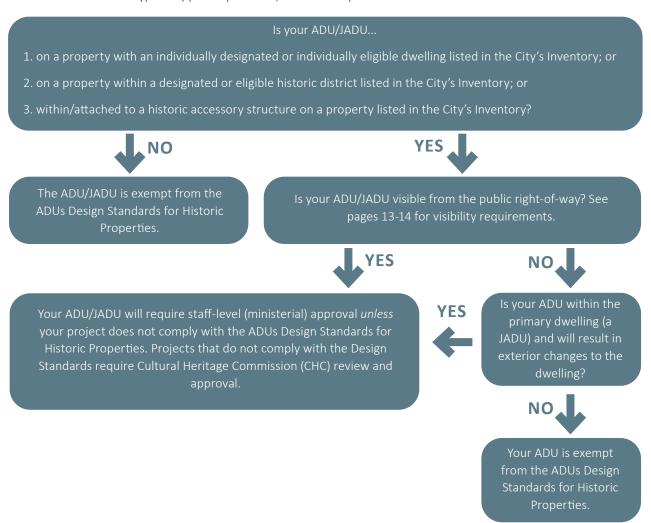
ADUs and JADUs

According to State ADU law (Section 65852.2 of the Government Code), ADU/JADU projects must be considered or reviewed ministerially (by staff), without discretionary review or a hearing. Under State law, cities may require that ADU/JADU projects on historic properties comply with design standards, provided that the standards are objective.

In compliance with State code, ADUs are permitted on historic properties and in historic districts where residential development or residential mixed-use development is allowed in South Pasadena. ADUs that include any exterior change to a historic property listed in the City's Inventory must comply with the ADUs Design Standards for Historic Properties, with a few exceptions (see below).

Because a proposal for an ADU to be attached to a historic residence requires discretionary review in order to protect the historic resource consistent with the California Environmental Quality Act (CEQA Guidelines Section 15331) and South Pasadena Cultural Heritage Ordinance, no attached ADUs are permitted for a historic residence in the city.

Even if your ADU/JADU project does not require compliance with the Design Standards, you are encouraged to use these Design Guidelines if your project is located on a historic property or in a historic district. Use the following flow chart to determine the type of approval your ADU/JADU will require.



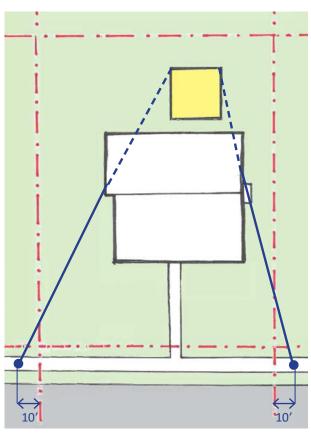
Visibility

Visibility from the Public Right-of-Way

For the purposes of the ADUs Design Standards and Design Guidelines for Historic Properties, visibility from the public right-of-way means the following:

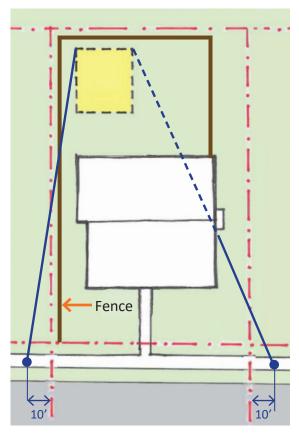
- Visibility of the structure from the street immediately in front of and within 10 feet on either side of any streetadjacent property line(s). This includes both adjacent streets for corner properties. Alleys are not considered public right-of-way for this purpose.
- Vegetation, gates, fencing, and any other landscaping elements shall not be considered in determining visibility from the public right-of-way.

Not Visible



This ADU is not visible from the public right-of-way immediately in front of and within 10 feet of the side property lines.

Visible



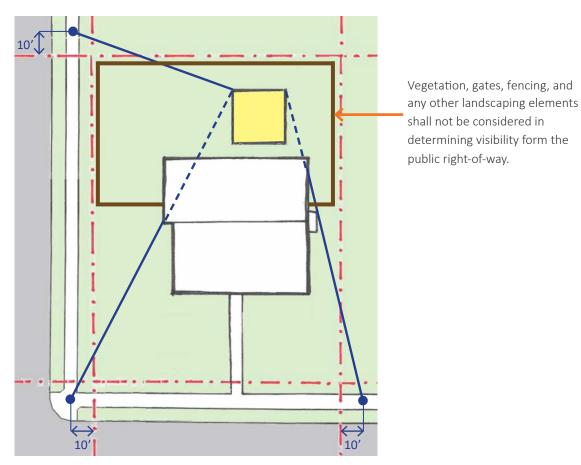
This ADU is visible from the public right-of-way on the left side of the dwelling. Note that fences, gates, vegetation, and any other landscaping elements shall not be considered in determining visibility form the public right-of-way.

Detached ADUs and accessory structure additions that are not visible from the pubic rightof-way are exempt from the ADUs Design Standards for Historic Properties.

Visibility

Visibility from the Public Right-of-Way

Both street adjacent property lines must be considered when addressing views from the public right-of-way on a corner lot property.



This ADU is visible from the public right-of-way on this corner lot property.

Chapter 2

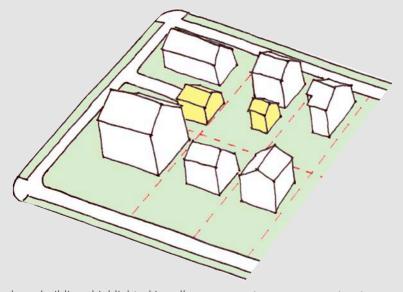
Planning Your ADU/JADU

This Chapter provides information on the issues that need to be addressed during the process of planning an ADU/JADU project on your historic property.

There are a number of items that should be considered before deciding to add an ADU/JADU on a historic property or within a historic district. The ADU's/JADU's location, height, size, setback restrictions, and orientation should be taken into account when planning your ADU/JADU project.

Generally, ADUs should:

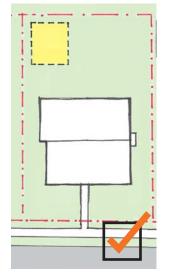
- Be located at the rear of the property (see pages 16-17);
- Be visually subordinate to the primary dwelling in height and square footage (see pages 19-20);
- Be compatible with the exterior architectural style, materials, and features of the primary dwelling (see Chapters 3 and 4); and
- Be designed to fit in with the fabric of the neighborhood or historic district in which it is located. The size, scale, and massing of the ADU should be compatible with that of the primary dwelling as well as its surrounding historic environment.



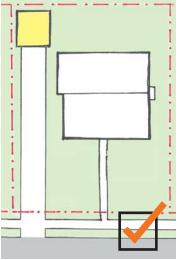
The above buildings highlighted in yellow represent an accessory structure conversion (left) and new detached ADU (right) that are compatible with the size, scale, and massing of their primary dwelling as well as the surrounding neighborhood.

Location

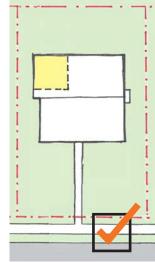
ADUs may be located:



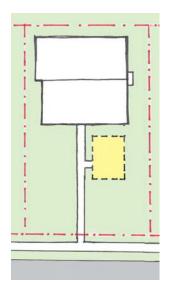
At the rear of the property, behind the primary dwelling



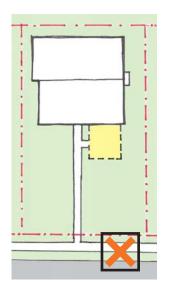
Within an existing converted and/or expanded accessory structure



Within the existing primary dwelling (JADU), provided it has its own exterior entrance

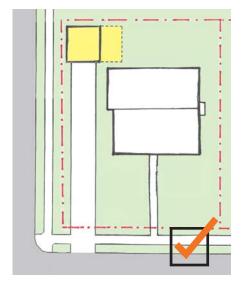


Only under rare circumstances are detached ADUs allowed in front of the primary dwelling. See page 18 for requirements.

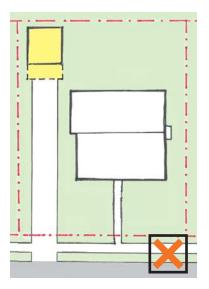


An ADU should never be attached to the front/main façade of the primary dwelling.

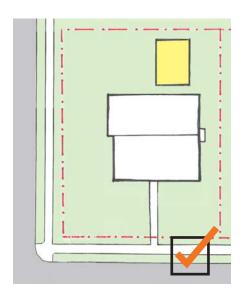
Location



When adding to an existing accessory structure, the addition should be attached to a non-street facing façade if possible, to minimize its visibility from the public right-of-way.

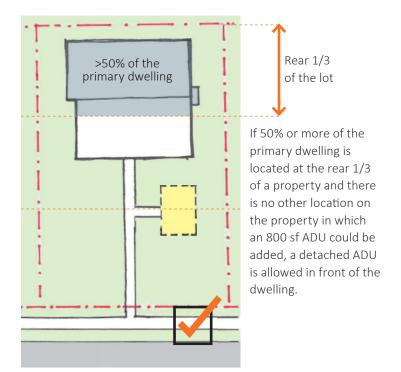


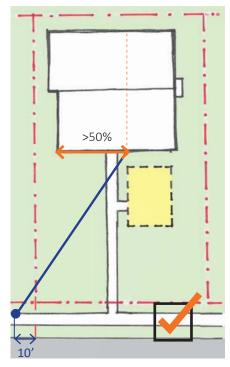
If the accessory structure is historic, the addition must not be attached to the front façade (the façade containing the main/vehicular entrance) of the structure.



On a corner lot property, locate the ADU at the rear interior of the lot (away from both streets) if possible, to minimize its visibility from the public right-of-way.

Location



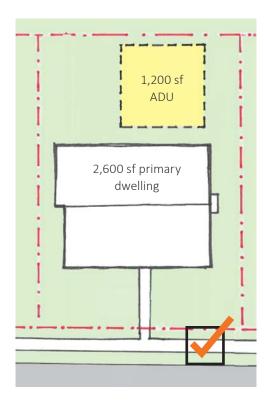


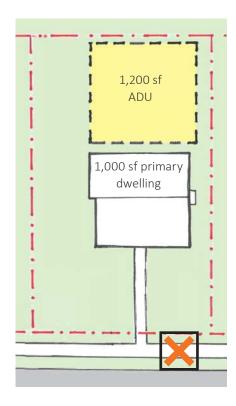
ADUs in front of the primary dwelling must not be in front of the main entrance or block visibility of more than 50% of the primary façade from the public right-ofway.

Size and Height

ADUs should be smaller in size than the primary dwelling. While detached ADUs are allowed up to 1,200 square feet, the size and scale of the historic dwelling should be considered when deciding how large your ADU will be.

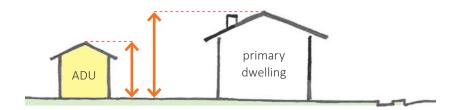
For example, if your primary dwelling is 1,000 square feet, a 1,200-square-foot ADU is not recommended because it would be larger than the primary dwelling.





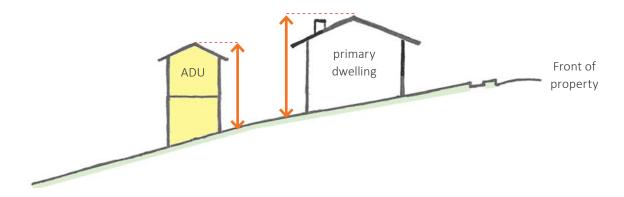
Size and Height

ADUs must be lower in height than the primary dwelling, with one exception. Even if a one-story, primary dwelling is less than 16 feet in height, the ADU is still allowed up to 16 feet in height.

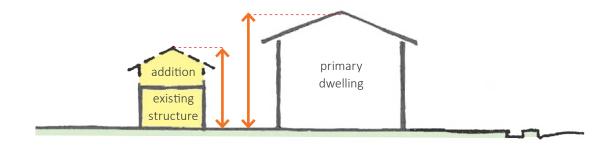


Two-story ADUs are allowed up to 18 feet in height for a flat roof or 22 feet in height for a pitched roof, as long as the ADU is lower than the height of the primary dwelling.

Two-story ADUs shall only be permitted when the primary dwelling is two stories in height, with the following exception. If the historic property is located on a hillside lot, a two-story ADU is allowed if it is located downslope and at the rear of the property so that it is lower in height than the primary dwelling.

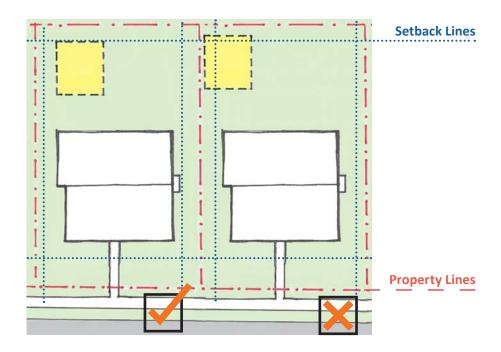


If an addition is constructed above an existing accessory structure, the total structure (including the addition) must be lower in height than the primary dwelling, with one exception. Even if a one-story, primary dwelling is less than 16 feet in height, the structure is still allowed up to 16 feet in height.



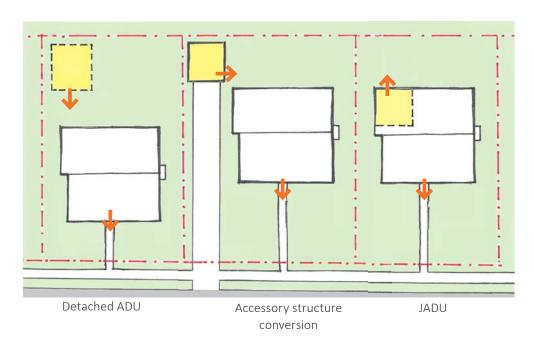
Setbacks and Orientation

Newly constructed ADUs and accessory structure additions must meet the setback requirements set forth in the South Pasadena ADU Ordinance.



Newly constructed, detached ADUs should generally face the same direction as the primary dwelling. In some cases, such as on a corner lot or on a through lot with alley frontage, the entrance may face a different direction than the primary dwelling.

The orientation of accessory structure conversions/additions and JADUs may vary depending on the location and orientation of the existing accessory structure and primary dwelling.



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Chapter 3

Designing Your ADU/JADU

This Chapter provides guidance on how to design an ADU/JADU that is compatible with the historic character, style, and design elements of your historic property.



Courtesy of Nott & Associates

Overall Design Principles

The design, features, and materials of your ADU will vary slightly depending on the type of residential unit (accessory structure conversion/addition, JADU, or new detached ADU) you plan to build, as well as the historic character of the neighborhood in which your property is located.

In general, all ADUs/JADUs should comply with the following:

- An ADU should be constructed of materials that are similar to the primary dwelling and neighborhood context in scale, color, and texture.
- An ADU's architectural features and details should be similar to the primary dwelling and neighborhood context in overall character, but with minor variations to differentiate the ADU/JADU from the historic building.
 - □ For example, single-light, double-hung wood windows may be appropriate on an ADU if the primary dwelling has multi-light, double-hung wood windows.
- Avoid copying the style of the primary dwelling exactly or using conjectural features that may create a false sense of history.
- The new design, architectural features, and details of the ADU should be simple and modest so as not to detract from the primary dwelling.
- Decorative stylistic elements, such as quoins, half-timbering, turrets, ornamental grilles, and decoratively carved wood details, should be avoided when designing an ADU.
- The pattern and orientation (i.e. horizontal or vertical) of the ADU's/JADU's windows and doors should relate to those on the primary dwelling.

HISTORIC ARCHITECTURAL STYLES

Refer to Chapter 4 to learn more about the historic architectural styles most commonly found in South Pasadena's residential neighborhoods. The ADU/JADU should relate to the primary dwelling's architectural style.

ADU Types

Accessory Structure Conversions and/or Additions

Converting and/or expanding an existing accessory structure, like a garage, may be an appropriate way to add an ADU to your property.



Example of a historic accessory structure conversion (courtesy of Louisa Van Leer Architecture)

HISTORIC ACCESSORY STRUCTURES

Before making any changes to an existing accessory structure, it must first be determined whether the accessory structure is considered to be historic.

ADU Types

Detached ADUs and JADUs

If you have limited space available on your property to add a new residential unit, consider adding a JADU within the existing footprint and square footage of your dwelling.

If space allows, a new detached ADU may be added to your historic property.

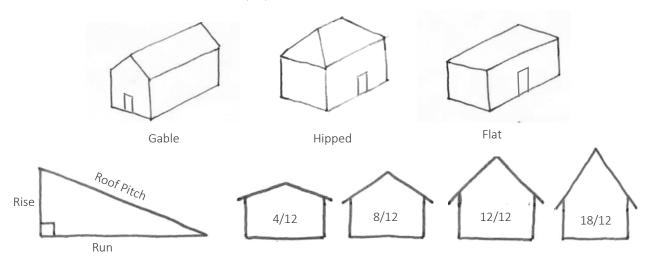


Example of a new detached ADU located on a Craftsman residential property (courtesy of Louisa Van Leer Architecture)

Roofs and Wall Cladding

Roofs

• The ADU roof type must match the roof type of the primary dwelling or existing accessory structure (if attached to the accessory structure). The roof pitch must be similar to the primary dwelling/accessory structure and within the roof pitch range that is appropriate for the architectural style of the dwelling/structure. Refer to Chapter 4 for information on acceptable roof pitches by style. Following are the roof types and pitches most commonly found on South Pasadena's historic residential properties.



- In most instances, the ADU roof material should match the primary dwelling/accessory structure. Exceptions include the following:
 - □ Composition shingle roofing is an acceptable alternative to wood shingle.
 - ☐ Cement tile roofing is an acceptable alternative to clay tile.
 - □ Solar shingle roofing is an acceptable alternative to asphalt composition or wood shingle roofing.
- Vinyl tiles and cement shakes are prohibited.

Wall Cladding

- In most instances, the ADU wall cladding needs to match the cladding of the primary dwelling or the existing accessory structure (if attached to the accessory structure) in material and orientation (i.e. horizontal or vertical). Exceptions include the following:
 - □ Wood composite siding is an acceptable alternative to wood siding.
- The ADU's cladding must be differentiated from the primary dwelling/accessory structure in color, profile, and/or width.

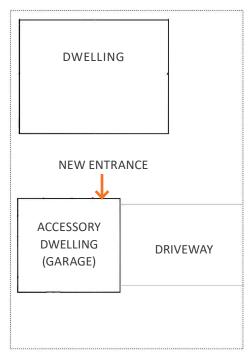


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Entrances

Entrances

- If the original garage door on an accessory structure will remain in place after the ADU conversion, consider adding a new pedestrian door on the side façade rather than within the garage door.
- JADU entrances must be located on a secondary (non-street facing) façade, or the façade that does not contain the main entrance to the primary dwelling (if on a corner lot property).
- Detached ADU entrances should generally be oriented to face the same direction as the primary dwelling's entrance.
- Entrances may consist of a porch or stoop. Avoid adding highly decorative elements, such as decoratively carved posts or stone veneer cladding, to the porch/stoop.







Site plan

New ADU entrance located on a secondary (non-street facing) façade of the accessory structure







Entrance stoop

Doors

Doors

- ADU doors must be made of the same or similar materials as those of the primary dwelling or the existing accessory structure (if attached to the accessory structure).
 - □ Wood-clad, clad-wood, and composite wood doors are acceptable.
- Doors may or may not incorporate glazing. While simple paneling is acceptable, avoid any highly decorative design elements applied to or carved into the door or glazing.
- Garage doors may be replaced with new doors or infilled, provided that the framing to the original opening is preserved.



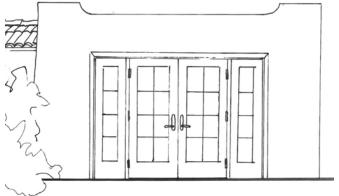




Paneled wood door with glazing



Existing (non-historic) garage doors on accessory structure

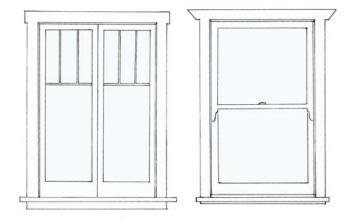


ADU conversion with French door infill retaining original garage door opening

Windows

Windows

- ADU windows must have same the orientation (i.e. horizontal or vertical) as the primary window type on the primary dwelling or the existing accessory structure (if attached to the accessory structure).
- Windows must be made of the same or similar materials as those of the primary dwelling/accessory structure.
 - ☐ Wood-clad, clad-wood, and composite wood windows are acceptable.
 - □ Dual-glazed windows are acceptable.
 - □ Vinyl windows are unacceptable in all circumstances.



Casement (left) and double-hung (right) windows are common historic window types

Chapter 4

Historic Architectural Styles

This Chapter provides an overview of the historic residential architectural styles in South Pasadena and lists the common character-defining features and materials of each style. This guide is intended to help determine the appropriate architectural features and materials that should be applied when designing your ADU.

Note: highly decorative stylistic elements, such as quoins, half-timbering, ornamental grilles, and decoratively carved wood details, should be avoided when designing an ADU. For these reasons, these ornamental features are not discussed in detail in this chapter.

Styles found in this Chapter include:

- Victorian-Era Styles
- Craftsman
- Prairie
- Mediterranean and Indigenous Revival Styles
- Tudor Revival
- Neoclassical

- Italian Renaissance Revival
- French Revival Styles
- Colonial Revival Styles
- Early Modern Styles
- Minimal Traditional
- Ranch
- Mid-Century Modern



Queen Anne, Shingle, American Foursquare, Neoclassical Cottage

Victorian-Era architecture became popular in the United States during the 1860s when new advances in construction (i.e. the creation of the lighter wood "balloon" framing and wire nails) allowed for more complicated building forms. Victorian-Era architecture was further popularized during the Centennial celebrations of 1876, becoming the dominant architectural idiom of the 19th century. Victorian-Era architecture is loosely derived from Medieval English and classical precedents, typically featuring vertical massing, multi-colored or multi-textured walls, steeply pitched roofs, asymmetrical façades, and classical detailing. The architectural idiom includes elaborate styles such as Queen Anne and Shingle (characterized by its wood shingle siding). These early, more embellished and complex examples were typically designed by professionally trained architects and builders. As these new architectural types gained popularity, more modest examples, such as the American Foursquare and Neoclassical Cottage types, proliferated across the country. By the turn of the century, Victorian-Era architecture had moved out of favor, replaced with America's first truly modern styles, Craftsman and Prairie.

The following style subsets fall under Victorian-Era architecture:





Queen Anne









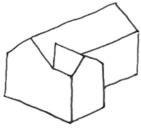
Neoclassical Cottage

Common Design Elements

The following are typical design elements found on Victorian-Era dwellings in South Pasadena. Because these are the commonly found elements, they are not all-encompassing, and specific design features will vary from residence to residence. The elements used to design your ADU/JADU should relate to those of your primary dwelling.

Roofs

Victorian-Era dwellings typically have steep-pitch (between 8/12 and 18/12) gable or hipped roofs with open or boxed eaves. Hipped roof dormer windows are common.



Cross gable



Hipped



Combination gable and hipped





Hipped roof dormers



Wall Cladding

Victorian-Era dwellings typically have narrow wood clapboard siding (between 3" and 4" wide). Some residences are clad in wood shingles as either the primary siding type or as decorative accent cladding.



Wood clapboard siding



Wood shingle siding (coursed)



Wood shingle siding (variegated)

Common Design Elements

Porch Types

Victorian-Era dwellings typically have partial-width, full-width, or wraparound entrance porches.



Partial-width recessed porch



Partial-width porch



Full-width projecting porch with wood railing



Wraparound porch with wood railing

Common Design Elements

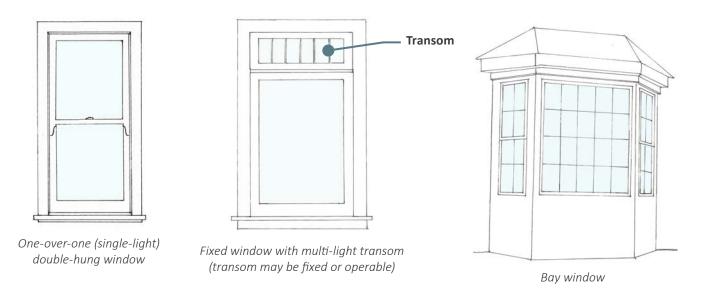
Door Types

Victorian-Era dwellings have wood doors, which are usually paneled and sometimes partially glazed.



Window Types

Victorian-Era dwellings have wood windows. Common window types include narrow double-hung and fixed picture windows, typically with transoms. Bay windows may also be found.



The Craftsman style is an regional style that drew inspiration from the English Arts and Crafts movement at the turn of the 20th century and adapted its tenets for a highly local architectural phenomenon, drawing on local climate and materials. It proliferated at a time during which Southern California was experiencing tremendous growth in population, expansion of homeownership, and new aesthetic choices. The style was popularized by magazines such as *Residence Beautiful* and *Architectural Record*, and pattern books, which published plans and even provided precut packages of details and lumber for individual assembly. Craftsman architecture combines Swiss and Japanese elements with the artistic values of the Arts and Crafts movement. Craftsman dwellings typically feature horizontal massing, low-pitched roofs, and exposed wood structural elements. The style began to lose popularity in the 1920s with the emergence of Period Revival styles.

Following are examples of the Craftsman Style:







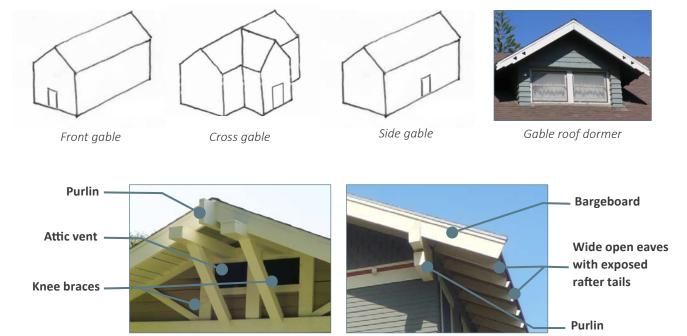


Common Design Elements

The following are typical design elements found on Craftsman style dwellings in South Pasadena. Because these are the commonly found elements, they are not all-encompassing, and specific design features will vary from residence to residence. The elements used to design your ADU/JADU should relate to those of your primary dwelling.

Roofs

Craftsman style residences typically have low-pitch (between 2/12 and 4/12) gable roofs with wide, open eaves, and exposed wood structural elements. Dormer windows are also common.



Common roof elements

Wall Cladding

Craftsman residences typically have narrow wood clapboard (between 3" and 4" wide) or wood shingle siding. Stucco is less common and is typically used as a secondary cladding material.



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Common Design Elements

Porch Types

Craftsman style dwellings typically have partial-width or full-width entrance porches. Wraparound porches are less common.



Partial-width projecting porch



Partial-width projecting porch with wood knee wall



Full-width porch with low stone wall



Full-width porch with wood railing

Common Design Elements

Door Types

Craftsman style dwellings have wood doors, which are sometimes paneled and/or partially glazed.



Window Types

Craftsman style dwellings have wood windows. Common window types include double-hung and fixed/picture windows, sometimes used in combination (as a tripartite window), as well as casement (often in pairs or groups).



The Prairie style was developed by a group of late 19th-century Midwestern architects who practiced in a modern style inspired by the flat landscape and vernaculars of the American heartland. Among this school, it was eminent architect Frank Lloyd Wright who brought the style to its greatest refinement and renown. Wright's Prairie style dwellings evince what would come to be known as the idiom's defining characteristics: two-story structures with horizontal massing, rectangular masonry piers, jutting square porches, and wide eaves. Ornamentation is sparse and rectilinear. Popularized by pattern books, the Prairie style gained prominence in the United States after 1900. In Southern California, architects working in the Craftsman style adopted the Prairie style as an alternative modern idiom: its light-colored, stucco-clad volumes offered a contrast to the Craftsman's dark wood. Nonetheless, the Prairie style never rivaled the regional popularity of the California Craftsman; the style fell out of favor nationally by 1920.

Following are examples of the Prairie Style:



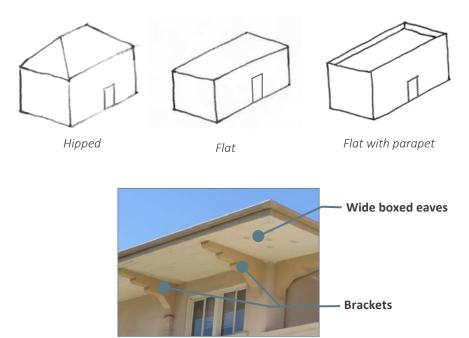


Common Design Elements

The following are typical design elements found on Prairie style dwellings in South Pasadena. Because these are the commonly found elements, they are not all-encompassing, and specific design features will vary from residence to residence. The elements used to design your ADU/JADU should relate to those of your primary dwelling.

Roofs

Prairie style dwellings typically have low-pitch (between 2/12 and 4/12) hipped or flat roofs (with or without parapets) and wide, boxed eaves with brackets.



Common roof elements

Wall Cladding

Prairie style dwellings typically have smooth stucco cladding.



Stucco cladding (sand/float finish)

Common Design Elements

Porch Types

Prairie style dwellings typically have partial-width or full-width entrance porches. Wraparound porches are less common.



Partial-width projecting porch



Partial-width projecting porch with low stucco wall

Door Types

Prairie style dwellings have wood doors, which are sometimes paneled and/or partially glazed.







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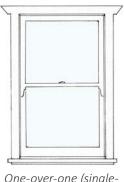
Common Design Elements

Window Types

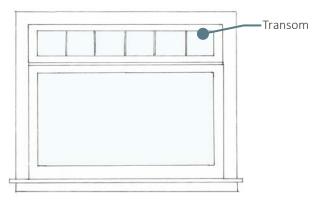
Prairie dwellings have wood windows. Common window types include double-hung and fixed/picture windows, sometimes used in combination (as a tripartite window), as well as casement (often in pairs or groups).



Paired casement windows with divided lights at the top



One-over-one (singlelight) double-hung window



Fixed window with transom (which may be operable or inoperable)

Spanish Colonial Revival, Mediterranean Revival, Mission Revival, Monterey Revival, Adobe

The Mediterranean and Indigenous Revival Styles have enjoyed favor in Southern California since the 1890s for their suitability to the region's balmy climate and association with early California history. The first of these styles to gain ascendancy, the Mission Revival, directly adapted the idioms of California's late 18th-century Spanish missions, featuring white stucco cladding, red tile roofs, covered arcades, and bell-shaped parapets. Fashionable from 1890 through World War I, the style was soon followed by the Spanish Colonial Revival style, a massively popular architectural mode of the 1920s and 1930s. Less prolific than the Spanish Colonial Revival idiom, the Monterey Revival, which features a cantilevered wooden balcony after the colonial architecture of Monterey Bay, appeared as a variation in affluent enclaves.

The Mediterranean Revival, a related style inspired by the architecture of Italy, also flourished during this era. It is distinguished from the Spanish Revival by a hipped roof and more formal, often symmetrical massing. The Adobe Revival, which saw a return to the mudbrick construction techniques of the colonial era and its indigenous antecedents, was less prolific in the South California region. With the cultural and economic changes of World War II, these revival styles fell out of fashion.

The following style subsets fall under Mediterranean and Indigenous Revival architecture:



Mission Revival



Spanish Colonial Revival



Monterey Revival



Mediterranean Revival



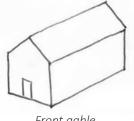
Adobe

Common Design Elements

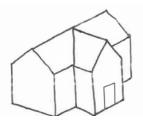
The following are typical design elements found on Mediterranean and Indigenous Revival style dwellings in South Pasadena. Because these are the commonly found elements, they are not all-encompassing, and specific design features will vary from residence to residence. The elements used to design your ADU/JADU should relate to those of your primary dwelling.

Roofs

Mediterranean and Indigenous Revival style dwellings typically have low-pitch (between 2/12 and 4/12) gable roofs with shallow eaves, or flat roofs with parapets. Mission style residences have bell-shaped parapets. Clay tile is a common roofing material.



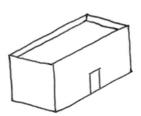




Cross gable



Side gable



Flat with parapet



Bell-shaped parapet



Clay tile

Wall Cladding

Mediterranean and Indigenous Revival style dwellings typically have smooth or trowelled stucco cladding. Stucco was historically hand troweled (applied) and contained smaller particles (aggregate) of sand for a smoother appearance.





Stucco with different trowel patterns

Stucco, sand/float finish

Common Design Elements

Porch Types

Mediterranean and Indigenous Revival dwellings typically have projecting or recessed porches or stoops. Entrance courtyards or patios may also be found, and balconies are characteristic of Monterey Revival dwellings.



Partial-width projecting porch



Entrance stoop



Patio entrance



Balcony (characteristic of Monterey Revival residences)

Common Design Elements

Door Types

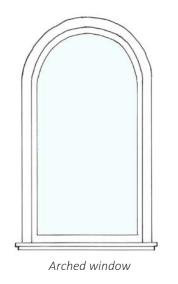
Mediterranean and Indigenous Revival style dwellings usually have wood doors, which are sometimes arched, paneled, and/or partially glazed.



Common Design Elements

Window Types

Mediterranean and Indigenous Revival style dwellings typically have wood windows. Common window types include double-hung and casement (either wood or steel). Arched fixed/picture windows and bay windows are also common.



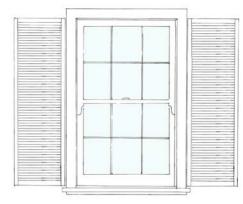




One-over-one (single-light) double-hung window

Casement window





Window shutters may be found on Monterey Revival style residences. They are not appropriate on other Mediterranean and Indigenous Revival style residences.

Tudor Revival

The Tudor Revival style was loosely based on a variety of Medieval and 16th/17th century English building traditions, ranging from thatched roof Tudor cottages to grandiose Elizabethan and Jacobean manor residences. The first Tudor Revival style residences appeared in the United States at the end of the 19th century. These residences were typically elaborate and architect-designed. Much like other Period Revival styles, Tudor Revival architecture became extremely popular during the 1920s population boom in Southern California. Masonry veneering techniques of the 1920s and '30s helped to further disseminate the style, as even modest residences could afford to mimic the brick and stone exteriors of traditional English designs. The popularity of the Tudor Revival style waned during the Great Depression as less ornate building designs prevailed. Although the style continued to be used through the 1930s, later interpretations of Tudor Revival architecture were much simpler in terms of form and design.

Following are examples of Tudor Revival architecture:





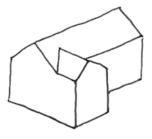
Tudor Revival

Common Design Elements

The following are typical design elements found on Tudor Revival style dwellings in South Pasadena. Because these are the commonly found elements, they are not all-encompassing, and specific design features will vary from residence to residence. The elements used to design your ADU/JADU should relate to those of your primary dwelling.

Roofs

Tudor Revival style dwellings typically have steep-pitch (between 8/12 and 18/12) gable or hipped roofs with shallow, open eaves.







Hipped



Combination gable and hipped

Wall Cladding

Tudor Revival style dwellings typically have smooth stucco cladding or brick veneer walls. Stucco was historically hand troweled (applied) and contained smaller particles (aggregate) of sand for a smoother appearance.













Brick

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Tudor Revival

Common Design Elements

Porch Types

Tudor Revival style dwellings typically have projecting or recessed porches or stoops. Some Tudor Revival dwellings have courtyard or patio entrances.



Recessed entrance stoop



Entrance stoop



Patio entrance



Recessed entrance porch

Tudor Revival

Common Design Elements

Door Types

Tudor Revival style dwellings usually have wood doors, which are sometimes arched, paneled, and/or partially glazed.



Window Types

Tudor Revival style dwellings typically have wood casement windows. Steel windows are less common. Bay windows may also be found.



The Neoclassical style is inspired by the architecture of ancient Greece and Rome. Its followers interpreted Greco-Roman classicism through the curriculum of the first professional school of architecture, the Parisian École des Beaux-Arts. The idiom was introduced to the American public in the lavish pavilions of the 1893 World's Columbian Exposition in Chicago. It remained popular in institutional, commercial, and residential architecture for the next six decades. Residences in the Neoclassical style are characterized by front porticoes or porches with double-height columns, symmetrical massing, and simply ornamented wall surfaces.

Following are examples of the Neoclassical style:



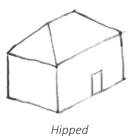


Common Design Elements

The following are typical design elements found on Neoclassical style dwellings in South Pasadena. Because these are the commonly found elements, they are not all-encompassing, and specific design features will vary from residence to residence. The elements used to design your ADU/JADU should relate to those of your primary dwelling.

Roofs

Neoclassical style dwellings typically have low-pitch (between 2/12 and 4/12) hipped or side gable roofs with shallow, boxed eaves.



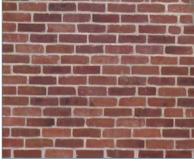


Side gable

Wall Cladding

Neoclassical style dwellings typically have horizontal wood siding. Brick cladding may also be found.





Wood clapboard

Brick

Common Design Elements

Porch Types

Neoclassical style dwellings typically have projecting porches or stoops.







Partial-width porch

Neoclassical Porch Columns

While large, full-height columns are commonly found on Neoclassical residences, their use is discouraged on ADUs.

Common Design Elements

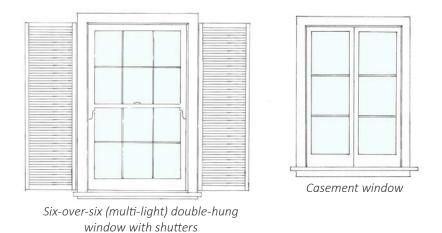
Door Types

Neoclassical style dwellings have wood doors, which are often paneled. Doors may have minimal glazing, including fanlights.



Window Types

Neoclassical style dwellings typically have multi-light, double-hung wood windows. Casement windows are less common. Windows may have wood shutters.



Part of an American architectural lineage that took inspiration from ancient Roman and Italian architecture, the Italian Renaissance Revival emerged in the 1890s. The first high-style residences of the Italian Renaissance Revival were designed by graduates of the École des Beaux-Arts for affluent clients who had often visited Italy firsthand. In form and detail, these homes were meticulously modeled on Italian Renaissance palazzos. When masonry veneering techniques were perfected around 1920, vernacular variants of the style began to proliferate. The style remained in favor until the late 1930s when it was eclipsed by other historicist idioms. Italian Renaissance Revival residences have hipped or flat roofs with wide eaves and brackets, are typically clad in light colored stucco, and often have symmetrical façades with recessed entries.

Following are examples of the Italian Renaissance Revival style:



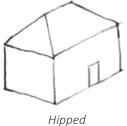


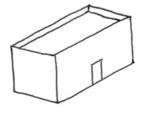
Common Design Elements

The following are typical design elements found on Italian Renaissance Revival style dwellings in South Pasadena. Because these are the commonly found elements, they are not all-encompassing, and specific design features will vary from residence to residence. The elements used to design your ADU/JADU should relate to those of your primary dwelling.

Roofs

Italian Renaissance Revival style dwellings typically have low-pitch (between 2/12 and 4/12) hipped roofs with shallow eaves or flat roofs with parapets. Clay tile is a common roofing material.







rea Flat with parapet

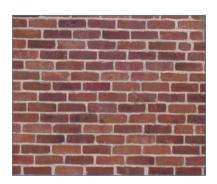
Typical clay tile

Wall Cladding

Italian Renaissance Revival style dwellings typically have smooth stucco cladding or masonry walls.



Stucco cladding (sand/float finish)



Brick

Common Design Elements

Porch Types

Italian Renaissance Revival style dwellings typically have entrance stoops.



Recessed entrance stoop



Entrance stoop

Common Design Elements

Door Types

Italian Renaissance Revival style dwellings have wood doors, which are usually paneled and are sometimes arched and/ or partially glazed.

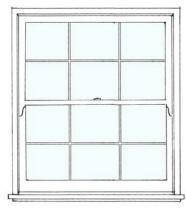




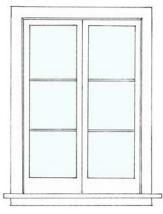


Window Types

Italian Renaissance Revival style dwellings typically have multi-light wood windows. Common window types include double-hung and casement.



Six-over-six (multi-light) double-hung window



Casement windows

French Provincial, Chateauesque

A variety of architectural styles inspired by various periods of French architecture appeared in the United States during the 1910s. During the 1920s population boom in Southern California, the French Revival style was commonly applied to single-family residences as well as multi-family apartment buildings. Simple in composition and detailing, the French Provincial subset is based upon the country residences of the French Provinces. Chateauesque variants commonly have pronounced corner turrets, a more vertical orientation, and more elaborate detailing.

The following style subsets fall under French Revival architecture:





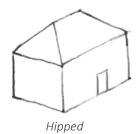
French Provincial Chateauesque

Common Design Elements

The following are typical design elements found on French Revival style dwellings in South Pasadena. Because these are the commonly found elements, they are not all-encompassing, and specific design features will vary from residence to residence. The elements used to design your ADU/JADU should relate to those of your primary dwelling.

Roofs

French Revival style dwellings typically have steep-pitch (between 8/12 and 18/12) hipped roofs with shallow eaves.

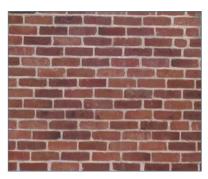


Wall Cladding

French Revival style dwellings typically have smooth stucco cladding. Masonry cladding is less common.



Stucco cladding (sand/float finish)



Brick

Common Design Elements

Porch Types

French Revival style dwellings typically have entrance stoops.



Entrance stoop



Recessed entrance stoop

Common Design Elements

Door Types

French Revival style dwellings usually have wood doors, which are sometimes paneled and/or partially glazed.







Window Types

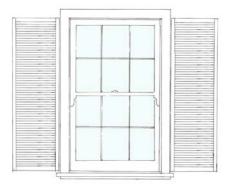
French Revival style dwellings typically have wood windows. Common window types include multi-light casement (sometimes grouped) and double-hung. Windows may have wood shutters.



Casement windows



Six-over-six (multi-light) double-hung window



Six-over-six (multi-light) double-hung window with shutters

American Colonial Revival, Dutch Colonial Revival, Georgian Revival

Colonial Revival styles take as their basis the residential style favored by the elite in colonial America and during the first decades of nationhood. This late 18th-century idiom imitated the Neo-Palladian architecture of the English gentry, a simply proportioned classicism that reacted against the decadence of the Baroque. Popular enthusiasm for the design of the American colonial period emerged after the 1876 Philadelphia Centennial Exhibition. American Colonial Revival residences constructed between 1900 and 1940 typically feature clapboard or brick exteriors, symmetrical facades, and classical details. A variation, the Georgian Revival style, more rigorously follows 18th-century precedents, with characteristics including brick exterior cladding, a two-story rectangular form, and a symmetrical façade often five bays in length. Another idiom, the Dutch Colonial Revival, references the Dutch colonial residences of the Atlantic seaboard with gambrel roofs and flared eaves, and sometimes wood shingle cladding.

The following architectural style subsets fall under Colonial Revival architecture:



American Colonial Revival

Dutch Colonial Revival



Georgian Revival

Common Design Elements

The following are typical design elements found on Colonial Revival style dwellings in South Pasadena. Because these are the commonly found elements, they are not all-encompassing, and specific design features will vary from residence to residence. The elements used to design your ADU/JADU should relate to those of your primary dwelling.

Roofs

Colonial Revival style dwellings typically have medium-pitch (between 4/12 and 9/12) side gable roofs with shallow eaves. Dutch Colonial Revival homes feature a gambrel roof. Gable roof dormer windows are also common.



Cross gable



Side gable



Gambrel



Gable roof dormer



Multiple gable roof dormers

Wall Cladding

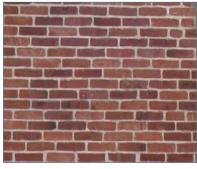
Colonial Revival style dwellings typically have horizontal wood siding. Brick and wood shingle siding is less common.



Wood clapboard siding



Wood shingle siding (coursed)



Brick

Common Design Elements

Porch Types

Colonial Revival style dwellings typically have projecting porches or stoops.







Entrance stoop

Common Design Elements

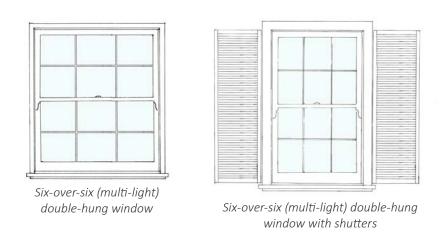
Door Types

Colonial Revival style dwellings usually have wood paneled doors. Doors may have minimal glazing, including fanlights.



Window Types

Colonial Revival style dwellings typically have multi-light wood windows. Common window types include double-hung, and windows may have wood shutters.



International Style and Streamline Moderne

The styles of Early Modernism eliminated ornament and historical allusions in favor of simple forms that expressed function, efficiency, and lightness. Initial experimentation with a stark, machine-inspired architectural language began in Europe around the time of World War I with the founding of the Bauhaus School by Walter Gropius. The work of Bauhaus-affiliated architects, which came to define the International Style, featured reinforced concrete structures, steel ribbon windows, flat roofs, and open floor plans. Starting in the 1920s, a generation of European architects brought the style to Southern California, adopting a new openness and simplicity of form in the region's temperate climate. The International Style's rejection of ornament was deemed too austere by the larger public at the time of its introduction in the U.S. For this reason, examples of the style are relatively rare. However, starting in the 1930s, machine-age "moderne" styles began to gain popular appeal. Streamline Moderne borrowed from the aerodynamic design of automobiles, oceanliners, and airplanes to create a sleek architecture of horizontal lines, curving forms, and smooth walls. A material efficiency inherited from European modernism, combined with a buoyant American technological optimism, made it a favored idiom during the Great Depression. By the end of World War II, Early Modern styles were phased out in favor of new Modern idioms.

The following style subsets fall under Early Modern residential architecture:



International Style



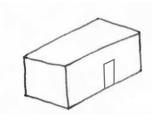
Streamline Moderne

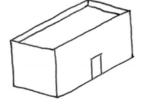
Common Design Elements

The following are typical design elements found on Early Modern style dwellings in South Pasadena. Because these are the commonly found elements, they are not all-encompassing, and specific design features will vary from residence to residence. The elements used to design your ADU/JADU should relate to those of your primary dwelling.

Roofs

Early Modern style dwellings typically have flat roofs, with or without parapets.





Flat

Flat with parapet

Wall Cladding

Early Modern style dwellings typically have smooth stucco cladding.



Stucco cladding (sand/float finish)

Common Design Elements

Porch Types

Early Modern style dwellings typically have stoops. Porches are less common.







Entrance stoop

Common Design Elements

Door Types

Early Modern style dwellings usually have wood slab doors, which may be glazed.



Window Types

Early Modern style dwellings typically have steel windows. Wood windows may also be found. Common window types include casement and fixed.



The Minimal Traditional style emerged in the mid-1930s as a response to the need for inexpensive, efficient residences that could be mass produced through loans from the Federal Housing Administration (FHA). Construction of Minimal Traditional residences skyrocketed during World War II to meet the immediate pressing demand for housing to accommodate the onslaught of wartime factory workers who had relocated to Southern California. The style remained popular into the late 1940s as pre-approved FHA designs made them conducive to the rapid construction of single- and multi-family residences that occurred throughout Southern California after the war.

Following are examples of Minimal Traditional architecture:



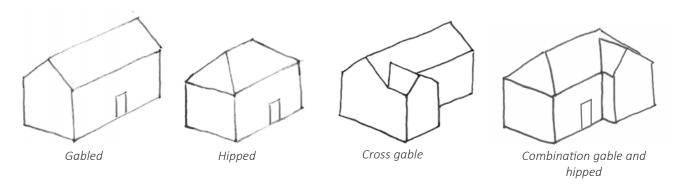


Common Design Elements

The following are typical design elements found on Minimal Traditional style dwellings in South Pasadena. Because these are the commonly found elements, they are not all-encompassing, and specific design features will vary from residence to residence. The elements used to design your ADU/JADU should relate to those of your primary dwelling.

Roofs

Minimal Traditional style dwellings typically have medium or low-pitch (between 2/12 and 9/12) gable or hipped roofs with shallow eaves.



Wall Cladding

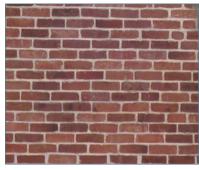
Minimal Traditional style dwellings typically have wood horizontal siding or smooth stucco cladding. Masonry may be used as accent cladding.



Horizontal wood channel siding



Stucco cladding (sand/float finish)



Brick

Common Design Elements

Porch Types

Minimal Traditional style dwellings typically have partial-width, projecting or recessed porches or stoops.







Partial-width projecting porch

Door Types

Minimal Traditional style dwellings usually have wood paneled or wood slab doors. Doors may have minimal glazing, including fanlights.







Ch. 4 - Historic Architectural Styles I 75

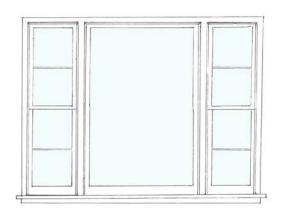
Common Design Elements

Window Types and Elements

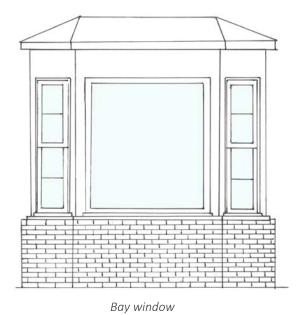
Minimal Traditional style dwellings typically have wood windows. Steel windows are less common. Common window types include double-hung and picture windows, sometimes used in combination (as a tripartite). Bay windows are also common, and windows may have wood shutters.

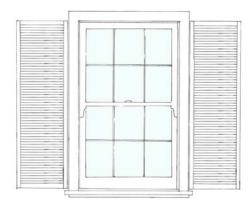


Two-over-two (multilight) double-hung window



Tripartite window (fixed window flanked by smaller windows like double-hung or casement)





Six-over-six (multi-light) double-hung window with shutters

Traditional Ranch and Contemporary Ranch

Though the earliest examples of Ranch style architecture date to the late 1920s and 1930s, the style spread rapidly after World War II, when it became the preferred choice for residential architecture in many cities and suburbs across the country. Innovative Southern California builder Cliff May helped to popularize the style through a series of articles included in *Sunset Magazine* in the mid-1940s. Ranch style residences were a favorite among home buyers for their modern amenities and affordable prices, and lending institutions and builders considered the style more acceptable compared to the dramatic Mid-Century Modern designs of the same period. While the style was most often used in the design of single-family residences, multi-family apartment buildings and small-scale commercial properties can be found as well. Ranch style residences fall into two primary sub-sets: Traditional Ranch and Contemporary Ranch. The subsets differ in some of their design features, as noted below.

The following style subsets fall under Ranch style architecture:



Traditional Ranch



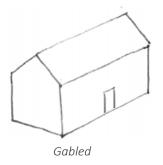
Contemporary Ranch

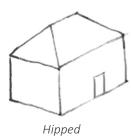
Common Design Elements

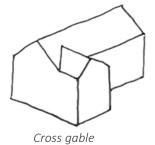
The following are typical design elements found on Ranch style dwellings in South Pasadena. Because these are the commonly found elements, they are not all-encompassing, and specific design features will vary from residence to residence. The elements used to design your ADU/JADU should relate to those of your primary dwelling.

Roofs

Ranch style dwellings typically have low-pitch (between 2/12 and 4/12) gable and/or hipped roofs (often used in combination) with open or boxed eaves. Flat roofs can be found on Contemporary Ranch dwellings.









Combination gable of hipped

Common Design Elements

Wall Cladding

Ranch style dwellings typically have wide, horizontal or vertical wood siding or smooth stucco cladding, sometimes used in combination with manufactured or natural stone or brick accent cladding.



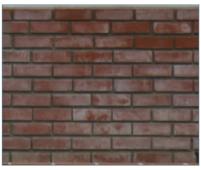
Horizontal wood channel siding



Vertical wood board-and-batten siding



Stucco cladding (sand/float finish)



Brick



Manufactured stone

Common Design Elements

Porch Types

Ranch style dwellings typically have projecting or recessed porches or stoops.







Partial-width recessed porch

Door Types

Traditional Ranch dwellings usually have wood paneled doors, which may have glazing. Contemporary Ranch residences typically have wood slab or fully glazed doors.



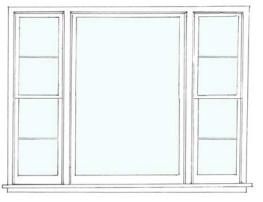
Common Design Elements

Window Types and Elements

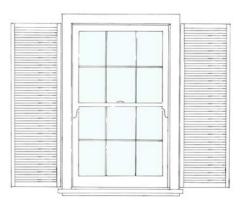
Ranch style dwellings typically have multi-light wood windows. Steel and aluminum windows are less common. Common window types include double-hung and picture windows, sometimes used in combination (as a tripartite), as well as casement windows. Clerestory windows can be found on Contemporary Ranch residences, and wood window shutters may be applied to Traditional Ranch dwellings.



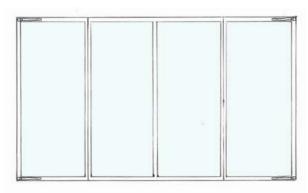
Six-over-six (multi-light) double-hung window



Tripartite window (fixed window flanked by smaller windows like double-hung or casement)



Window shutters may be found on Traditional Ranch residences



Grouped casement windows (may be wood, aluminum, or steel)



Clerestory windows (only found on Contemporary Ranch residences)

In Southern California, Mid-Century Modern architecture was prevalent between the mid-1940s and mid-1970s. While the style was a favorite among some of Southern California's most influential architects, its minimal ornamentation and simple open floor plans lent itself to the mass-produced housing developments of the postwar period. Mid-Century Modern architecture typically incorporated standardized and prefabricated materials that also proved well-suited to mass production. Subsets of the Mid-Century Modern style include Googie, which is a highly exaggerated, futuristic aesthetic, typically employing upswept or folded plate roofs, curvaceous, geometric volumes, and neon signage, and Mimetic, which is characterized by its application of objects or forms that resemble something other than a building. Both the Googie and Mimetic subsets are very rarely used in the design of residential buildings. The Mid-Century Modern style and its subsets were broadly applied to a wide variety of property types ranging from residential subdivisions and commercial buildings to churches and public schools.

Following are examples of Mid-Century Modern architecture:



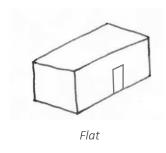


Common Design Elements

The following are typical design elements found on Mid-Century Modern style dwellings in South Pasadena. Because these are the commonly found elements, they are not all-encompassing, and specific design features will vary from residence to residence. The elements used to design your ADU/JADU should relate to those of your primary dwelling.

Roofs

Mid-Century Modern style dwellings typically have flat roofs with wide eaves, sometimes with exposed structural elements. Steep-pitch A-frame roofs are less common.





Common roof elements

Wall Cladding

Mid-Century Modern style dwellings typically have wood horizontal or vertical siding or smooth stucco cladding, sometimes used in combination with masonry accent cladding.



Horizontal wood channel siding



Vertical wood siding



Stucco cladding (sand/float finish)



Concrete masonry unit

Common Design Elements

Porch Types

Mid-Century Modern style dwellings typically have small, unassuming entrances, sometimes accessed by a courtyard.







Courtyard entrance

Door Types

Mid-Century Modern style dwellings usually have wood slab doors, which are sometimes glazed and/or paired.

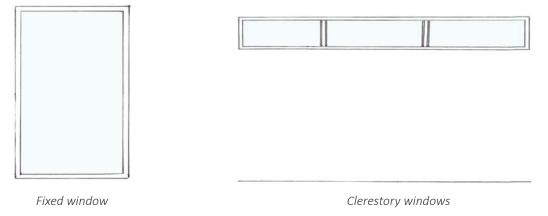




Common Design Elements

Window Types and Elements

Mid-Century Modern style dwellings can have wood or metal windows. Common types include fixed and clerestory windows.



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Chapter 5

Regulatory Framework

This Chapter provides an overview of the regulatory framework pertaining to historic properties and ADU development on historic properties.



Craftsman carriage house at Victorian Blissner House (210 Orange Grove Ave)

General Plan





The Design Guidelines are suggestions for best practices in historic preservation and are intended as a supplement to adopted City policies and state and national regulations. The Design Guidelines do not replace adopted policies, code, or regulations. Project planning should account for compliance with any applicable building or zoning codes, or other regulatory oversight independent of these guidelines.

Brief summaries of the most relevant policies and regulations are outlined below.

General Plan

The City of South Pasadena's commitment to historic preservation is described in the Historic Preservation Element of the South Pasadena General Plan (currently being updated as of August 2021). The Historic Preservation Element includes goals, policies, and implementation strategies to ensure the continued appreciation and protection of South Pasadena's historic built environment.

The Design Guidelines herein help to implement the following policies and strategies outlined in the Historic Preservation Element of the General Plan:

- Policy 4.3 of the Element is to develop and maintain design guidelines that promote architectural continuity for infill development within existing historic districts.
- Strategy 2.7 of the Element is to develop design guidelines to be used in the entitlement process by all City reviewing bodies.
- Strategies 4.1 and 4.4, respectively, call for the adoption of guidelines for infill development that stress the use of traditional materials and techniques similar to what exists in the surrounding neighborhood and for the development and maintenance of design guidelines to provide consistency in the City's permit process to protect the historic and other unique features of South Pasadena.

Local Codes and Ordinances

South Pasadena ADU Ordinance (South Pasadena Municipal Code Ch. 36, Article 3, Section 36.350.200)

The South Pasadena ADU Ordinance is currently being updated (as of November 2021) to provide Design Standards for the development of ADUs and JADUs on historic properties and in historic districts. Design standards are criteria used to determine whether a project complies with municipal code. They provide direction for making appropriate choices when undergoing changes to a property. Unlike design guidelines, design standards are legally binding – they must be followed to obtain approval for a project.

RELEVANT LINKS
South Pasadena ADU Ordinance



South Pasadena administers its own designation program for historic properties within the city. The South Pasadena Cultural Heritage Commission (CHC) was established in 1971 under the City of South Pasadena Municipal Code to make recommendations, decisions, and determinations regarding the identification, protection, enhancement, perpetuation, and use of resources that reflect the architectural, artistic, cultural, engineering, aesthetic, historical, political, and social heritage of the city. The CHC is responsible for making recommendations to City Council regarding the designation of individual properties (Historic Landmarks) and thematically related groupings of properties (Historic Districts). (City Council has the final authority on designation.) The CHC also reviews exterior alterations to properties listed in the City's Inventory of Cultural Resources.

RELEVANT LINKS
South Pasadena Cultural Heritage Ordinance





Local Codes and Ordinances





Inventory of Cultural Resources

The Inventory of Cultural Resources (the Inventory) is the City's formally adopted, official list of historic properties. The Inventory includes properties that are formally designated and listed in the National Register of Historic Places (National Register), the California Register of Historical Resources (California Register), and/or the South Pasadena Register of Landmarks and Historic Districts (South Pasadena Register). It also includes properties that have been determined eligible for listing in the National Register, California Register, and South Pasadena Register. The Inventory contains 2,718 individual properties and contributors to historic districts.

The intention of the South Pasadena ADU Ordinance is to prevent adverse impacts on properties that are listed in the Inventory of Cultural Resources. Properties listed in the Inventory meet the definition of a historical resource according to California Public Resources Code, 5020.1, CEQA Guidelines 15064.5(a), and California Health and Safety Code 18955. Consistent with Health & Safety Code Section 18955, the City's ADU Ordinance defines "historic property," as "a property that is: 1) designated as a landmark or as a contributor to a designated historic district; 2) identified on an inventory that has been adopted by the City as a property with potential as an individual landmark or as a contributing structure to a potential historic district, as authorized by Health and Safety Code Section 18955."



90 I City of South Pasadena Design Guidelines for ADU Development on Historic Properties

National Register, California Register, and CEQA

National Register

The National Register of Historic Places (National Register) is the nation's master inventory of known historic resources. Created under the auspices of the National Historic Preservation Act of 1966, the National Register is administered by the National Park Service and includes listings of buildings, structures, sites, objects, and districts that possess historic, architectural, engineering, archaeological, or cultural significance at the national, state, or local level.

California Register

The California Register of Historical Resources (California Register) is the authoritative guide to the state's significant historical and archeological resources. In 1992, the California legislature established the California Register "to be used by state and local agencies, private groups, and citizens to identify the state's historical resources and to indicate what properties are to be protected, to the extent prudent and feasible, from substantial adverse change." The California Register program encourages public recognition and protection of resources of architectural, historical, archaeological, and cultural significance; identifies historical resources for state and local planning purposes; determines eligibility for historic preservation grant funding; and affords certain protections under the California Environmental Quality Act (CEQA). All resources listed in or formally determined eligible for the National Register are automatically listed in the California Register. In addition, properties designated under municipal or county ordinances, or through local historic resources surveys, are eligible for listing in the California Register (though they are not automatically listed in the Register).

CEQA

The California Environmental Quality Act (CEQA) is an environmental law that requires state and local agencies to identify and publicly disclose significant environmental impacts of discretionary actions, and to avoid or mitigate any impact if feasible. Some historic building projects, especially changes in use and demolitions, may require environmental review. The South Pasadena Cultural Heritage Commission is responsible for reviewing all applications for permits, environmental assessments, environmental impact reports, environmental impact statements, and other CEQA documents pertaining to cultural resources.





Secretary of the Interior's Standards for the Treatment of Historic Properties







Secretary of the Interior's Standards for the Treatment of Historic Properties

The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings provide recommendations and guidelines for stewards of historic properties to determine appropriate treatments. They are intentionally broad in language to apply to a wide range of circumstances and are designed to enhance the understanding of basic preservation principles. The Standards are neither technical nor prescriptive, but are intended to promote responsible preservation practices that ensure continued protection of historic properties. There are four basic approaches outlined in the Standards: Preservation, Rehabilitation, Restoration, and Reconstruction.

The Standards for Rehabilitation, which are the most comprehensive and commonly used of the four approaches, are outlined below. ADU/JADU projects should comply with Standard Nos. 9 and 10, which focus on appropriate related new construction and reversibility.

- 1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.
- 2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.
- 3. Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
- 4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
- 5. Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.

Secretary of the Interior's Standards for the Treatment of Historic Properties

- 6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
- 7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
- 8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
- 9. New additions, exterior alterations or related new construction will not destroy historic materials, features and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
- 10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

RELEVANT LINKS

National Park Service, Technical Preservation Services, "The Treatment of Historic Properties"



City Council Agenda Report

ITEM NO. <u>18</u>

DATE:

December 15, 2021

FROM:

Armine Chaparyan, City Manager

PREPARED BY:

Andrew L. Jared, City Attorney

SUBJECT:

Introduction of an Urgency Ordinance Regarding Regulation of Residential Housing Development and Urban Lot Splits (SB 9)

Properties) by Adding Article 8 and Article 9 to Chapter 36 of the

South Pasadena Municipal Code

Recommendation

Staff recommends that the City Council:

- 1. Receive public comment; and
- 2. Adoption an Urgency Ordinance establishing regulations for the subdivision and development of qualified Senate Bill 9 properties through the introduction of Article 8 and Article 9 of Chapter 36 of the South Pasadena Municipal Code and Declaring the Urgency Thereof. [Requires 4/5 Vote]

Background

On September 16, 2021, Governor Newsom signed Senate Bill (SB) 9 into law. The law is part of the "Building Opportunities for All" Senate housing package from California State Senators Atkins (D-San Diego), Caballero (D-Salinas), Skinner (D-Berkeley, and Wiener (D-San Francisco).

The approval of the proposed urgency ordinance will allow the City to establish regulations to implement SB 9 which goes into effect January 1, 2022. This ordinance specifically focuses on the subdivision and development of parcels zoned single family residential. Under SB 9, Government Code section 65852.21 was created to allow for a housing development containing no more than two residential units on a single lot within a single-family residential zone to be considered ministerially (without discretionary review or hearing), if certain conditions are met.

SB 9 also added Government Code section 66411.7 which authorized "urban lot splits" of a parcel within single family residential zones if the city determines certain criteria are met. Taken together, SB 9 will allow the development of up to four units on presently zoned singlefamily lot, by subdividing such lot then allowing up to two units on each lot. Under SB 9, no public hearings or other review other than staff review for compliance with state codes and objective City standards is allowed.

What Does SB 9 Require?

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SB 9 requires cities and counties to ministerially approve "urban lot splits" and SB 9 housing developments by ministerial action when such applications comply with state and local standards.

Such housing development can contain up to two residential units on a lot in single-family residential zones. Prior to SB 9, the presence of a primary unit, a junior accessory dwelling unit, and a detached accessory dwelling unit was allowed on a single family residential zoned lot under state ADU law. Now, a lot may be subdivided as a "urban lot split" under the SB 9, and then two residential units may occupy each of those new lots. SB 9 effectively expands the potential density of the original single-family lot from three units to up to four units.

Currently, state law and the South Pasadena Municipal Code allows the City to ministerially approve up to one accessory dwelling unit (ADU) and one junior ADU (JADU) on a single-family lot. The key changes SB 9 makes is that state law now requires cities to ministerially approve a second unit outside of the state ADU law, and allows the creation of another lot. The additional unit may be a JADU, ADU, second unit, or part of a duplex. The additional lot may have up to two units on it.

Urban lot splits and SB 9 Housing Development are discussed in more detail below.

• Urban Lot Splits (Gov. Code §664411.7)

SB 9 establishes a new land subdivision method that requires cities and counties to process urban lot splits ministerially, without discretionary review by the planning commission or city council. SB 9 only applies to lots located within urbanized areas; South Pasadena is within an urbanized area.

Under SB 9, property owners may split a lot zoned single family residential into two lots via a parcel map approved ministerially if the local agency determines the following requirements are met:

- The parcel is within a single-family residential zone (Gov. Code §664411.7(a)(3)(A)),
- No more than two new parcels of approximately equal are created, with one lot being no smaller than 40% of the original lot area (Gov. Code §664411.7(a)(1)),
- Neither parcel is less than 1,200 square feet (Gov. Code §664411.7(a)(2)),
- Parcel is not within a flood plain, or under conservation easement (Gov. Code §664411.7(a)(3)(C)),
- Would not require demolition or alteration of housing that restricts rents to affordable levels, or has been occupied by a tenant in the last three years (Gov. Code §664411.7(a)(3)(D)),
- Parcel is not located "within a historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city or county landmark or historic property

SB 9 Urgency Ordinance December 15, 2021 Page 3 of 9

or district pursuant to a city or county ordinance" (Gov. Code §664411.7(a)(3)(E)),

- Parcel was not established previously through an urban lot split (Gov. Code §664411.7(a)(3)(F)), and
- The neighboring parcel was not subdivided by the order or a person acting with the owner as an urban lot split (Gov. Code §664411.7(a)(3)(G)).

If these conditions are met, then a city may only require ministerial review for approval. (Gov. Code §664411.7(b)). The application must also conform to all objective requirement of the Subdivision Map Act not in conflict with SB 9.

Requirements of dedication of land for rights of way or construction of offsite improvements are not permitted by public agencies under SB 9. (Gov. Code §664411.7(b)(3)).

Cities may impose objective zoning standards, objective subdivision standards, and objective design review standards that do not conflict with SB 9. (Gov. Code §664411.7(c)(1)).

Cities may not impose standards which would have the effect of physically precluding the construction of two units on either of the resulting parcels or would result in a unit size of less than 800 square feet. (Gov. Code §664411.7(c)(2)). This effectively establishes an 800 square foot minimum unit size.

Setbacks cannot be required for existing structures, or structures built on the same location and to the same dimensions as an existing structure. (Gov. Code §664411.7(c)(3)(A)). Cities may require setbacks of up to four (4) feet from the side and rear lot lines. (Gov. Code §664411.7(c)(3)(B)).

An application for an urban lot split may be denied if the building official makes a written finding based on the preponderance of the evidence that a specific, adverse impact upon the public health and safety, or physical environment is created for which there is no feasible method to mitigate or avoid such impact. (Gov. Code §664411.7(d)).

Cities may require easements for public services and facilities, access to the public right of way, one space of off-street parking per unit, except where within one-half mile walking distance of a high-quality transit corridor or a major transit stop, or a car share vehicle is located within one block of the parcel. (Gov. Code §664411.7(e)(1)-(3)).

Cities may limit the uses on such parcels to residential uses. (Gov. Code §664411.7(f)). An applicant shall be required to sign an affidavit stating that the applicant intends to occupy one of the housing units as their principal residence for a minimum of three years from the date of the approval of the urban lot split; no other owner-occupancy requirements may be imposed by local agencies. (Gov. Code §664411.7(g)(1)-(2)). Rental terms shall be restricted to terms over 30 days. (Gov. Code §664411.7(h)). An agency may not require correction of non-conforming zoning conditions. (Gov. Code §664411.7(i)).

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An agency shall not be required to permit more than two units on a parcel created through an urban lot split. (Gov. Code §664411.7(j)).

Duplex construction is allowed, provided that such is built to building code safety standards and are sufficient to allow for separate conveyance. (Gov. Code §664411.7(k)).

Cities must report the number of urban lot splits in the annual housing element report. (Gov. Code §664411.7(1)).

• SB 9 Housing Development (Gov. Code §65852.21)

SB 9 also establishes a statewide right to construct two housing residential housing units within a single-family residential zone ministerially, without discretionary review or hearing. (Gov. Code §65852.21(a)) Such housing development is available under SB 9 where the parcel is within the boundaries of a city within an urbanized area; the parcel is not prime farmland, a wetland, in a state high-fire severity zone, a hazardous waste site, in a special flood area, or subject to a FEMA letter of map revision; meets the minimum flood plain requirements of FEMA; not in a FEMA regulatory floodway; not the subject of a community conservation plan; not a candidate for protected species protection; and not in a delineated earthquake fault zone where the development does not comply with applicable seismic protection building code standards. (Gov. Code §65852.21(a)(1)-(2)). Further, the development may not require demolition of housing subject to a recorded covenant or ordinance that restricts rents to affordable levels, is subject to rent control, or has been occupied by a tenant in the last three years. (Gov. Code §65852.21(a)(3)(A)-(C)). The last point regarding rental tenancy does not have an affordability component and applies to all tenancies.

The proposed housing development may not result in the demolition of more than 25% of the exterior walls of an existing structure unless a local ordinance so allows and it has not been occupied by tenants in the past three years. (Gov. Code §65852.21(a)(5)).

The development may not be located within a "historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance." (Gov. Code §65852.21(a)(6)).

A city may impose object zoning, subdivision, and design standards that do not conflict with section 65852.21. (Gov. Code §65852.21(b)(1)). Cities may not impose standards that would "have the effect of physically precluding the construction of up to two units or that would physically preclude either of the two units from being at least 800 square feet in floor area. (Gov. Code §65852.21(b)(2)(A)). Setback standards are limited by only allowing for an existing or replacement structure the existing setback dimension, and for new structures up to four (4) feet for side and rear lot lines. (Gov. Code §65852.21(b)(2)(B)).

SB 9 Urgency Ordinance December 15, 2021 Page 5 of 9

Off-street parking is allowed to be imposed by ordinance, by requiring one (1) off-street parking space for each dwelling unit, *except* where the unit is located one-half mile from a high-quality transit corridor or major transit stops or if there is a car share vehicle located within one block of the parcel. (Gov. Code §65852.21(c)).

Rental terms of less than thirty (30) days may be prohibited. (Gov. Code §65852.21(e)).

An agency is not required to permit an accessory dwelling unit or a junior accessory dwelling unit on parcels that use both the authority contained within this section and the authority contained in Section 66411.7. (Gov. Code §65852.21(f)).

A local agency may deny a housing development if the building official makes a written finding based on the preponderance of the evidence that a specific, adverse impact upon the public health and safety, or physical environment is created for which there is no feasible method to mitigate or avoid such impact. (Gov. Code §65852.21(d)).

DISCUSSION

The purpose of the Urgency Ordinance is to establish regulations to implement SB 9 and govern the subdivision of parcels and the development of new dwellings units and lot splits through objective standards. The establishment of the regulations will help to minimize the impacts of new development affecting public infrastructure and public safety. The draft regulations establish which parcels are eligible for lot splits, the size and shape of the parcels, the scale of development, and design standards for proposed dwellings.

The Urgency Ordinance is effective immediately. However, staff recommends that the Planning Commission hold public meetings for consideration of additional regulation to be presented to the City Council for adoption as a non-urgency ordinance. Staff anticipates that this matter will be placed on the first meeting agenda in February 2022 to consider and discuss further action.

The contents of the proposed urgency ordinance includes standards in SB 9 which are restated and further clarified as well as standards which establish objective standard of what SB 9 has provided within the Government Code.

Issues Related to Proposed Urgency Ordinance

The urgency ordinance establishes an applicable set of regulations to allow for the ministerial review of SB 9 projects in a comprehensive and thorough manner while being consistent with the City's General Plan and local ordinances. Its adoption will also permit staff additional time to develop a more comprehensive set of regulations that thoroughly address all issues.

While the precise number of parcels that will be covered by SB 9 is unknown, staff estimates

SB 9 Urgency Ordinance December 15, 2021 Page 6 of 9

that a significant percentage of the City's qualifying single-family residentially zoned lots may be impacted by these new state codes. In combination with the urgency ordinance, SB 9 includes objective zoning, subdivision, and design review standards.

Staff has prepared an urgency ordinance for review and consideration to amend Articles 8 and 9 within Chapter 36 of the South Pasadena Municipal Code to provide objective standards consistent with SB 9. Reviewing the new state law, staff has developed these objective standards with the intent of reducing potential unintended impacts of SB 9 on the City.

Lot Line and Subdivision Standards

The proposed urgency ordinance has the following standards for subdivisions under SB 9:

- Requiring submission of a parcel map
- A parcel can only be subdivided once
- The division cannot create a lot that is 40% smaller than the original parcel
- The applicant is required to notify their neighbors of the lot split
- Parcel may not be used for short-term rentals (under 30 days)
- Applicant is required to sign affidavit that they will live on property for three years from date approving subdivision

The proposed urgency ordinance also has measures that are intended to address how flag lots are subdivided and to allow access for lots that have no frontage on a public street.

Unit Size Standards

SB 9 requires the minimum unit built to be a minimum of 800 square feet. In an attempt to limit the impact of large homes being built in already dense neighborhoods and attendant problems related to traffic and construction noise, the proposed urgency ordinance limits the maximum floor area permitted for units built under SB 9 to between 800 and 850 square feet.

Lot Size Standards

SB 9 sets the minimum lot size of a split lot at 1200 square feet. A city may set a smaller minimum lot size. The urgency ordinance does not amend the 1200 square foot lot size minimum. Lot sizes of a split lot shall not be less than 40% of the lot area of the original parcel.

Fire Standards

Fire standards within the South Pasadena Municipal Code should be clarified as being applicable by clarifying the following:

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- Requiring new buildings to comply with Chapter 14 of the Municipal Code dealing with fire prevention
- Requiring new buildings to have fire sprinklers
- Requiring new buildings to be built with fire-resistant materials
- Requiring a dry standpipe to be installed on the property where structures are built more than 250 feet (path of travel) from the public right of way
- Require new dwelling units to be separated from any other dwelling unit or building by 10-feet, to reduce the chance of a fire spreading
- Requiring no structure be located closer than three feet to a driveway or an access easement

Sewer Connection

Staff believes clarification is required to identify that all new developments built under SB 9 be connected to the City's sanitary sewer system.

Parking and Driveway Standards

The proposed urgency ordinance requires that driveway access for all units is compliant with the standard details and specifications for driveways and turnarounds.

SB 9 allows the City to require one-off street parking space for each dwelling unit, except where the unit is located one-half mile from a high quality transit corridor or major transit stops or if there is a car share vehicle located within one block of the parcel. Staff is working to determine which sites in the City are located one-half mile from a high-quality transit corridor.

The proposed urgency ordinance also requires that the off-street parking space be covered.

Height Limits Standards

The proposed urgency ordinance requires that all new units built under SB 9 not exceed the maximum height limits of their residential zone.

Setback Standards

In order to allow new development to not negatively impact the City and its neighborhoods and maintain privacy and reduce fire risk by siting dwelling units too close together, the proposed urgency ordinance requires all new units built under SB 9 to comply with the applicable front yard, side yard, and rear yard setback requirement for the district in which it is located, with minimum side and rear yard setbacks of four feet. SB 9 prohibits additional setbacks for new units constructed in the same location as an

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existing structure.

Building and Design Standards

In order to allow new development to be unobtrusive and not negatively impact the visual character of the City and its neighborhoods, the proposed urgency ordinance requires new units built under SB 9 to use similar exterior materials and design of a primary dwelling, including color tones, window types, door and window trims, roofing materials, and roof pitch. The proposed ordinance also requires all utilities to be undergrounded.

Tree Protection Standards

South Pasadena is proud to be part of Tree City USA, by meeting the program's four requirements. Cleaner air, improved storm water management, energy savings and increased property values and commercial activity are among the benefits enjoyed by South Pasadena residents due to the City's commitment to protecting trees.

In line with the City's emphasis on caring for trees, the proposed urgency ordinance requires all units built under SB 9 to comply with the City's Trees and Shrubs Ordinance (Chapter 34).

Affordable Housing Standards

Neither SB 9 nor the proposed urgency ordinance require new units to be income restricted to low and very low-income households. While several cities throughout the state are adopting affordability standards as part of urgency ordinances, none are proposed here at this time.

Staff is continuing to work to identify issues related to the rapid state implementation of SB 9.

PUBLIC COMMENTS/NOTICE

None required with this action. The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website.

ENVIRONMENTAL CLEARANCE (CEQA)

The adoption of this urgency ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to the general rule described in Section 15061(b)(3) of the CEQA Guidelines, because the ordinance does not have the potential to cause a significant effect on the environment. The ordinance is also exempt from CEQA under Section 15308 and Government Code section 65858 as a regulatory action within the City's police power and Section 15378 because it has no potential for resulting in physical changes to the environment. Finally, the proposed urgency ordinance is exempt form CEQA under Government Code section

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65852.21(j) and Government Code section 66411.7(n), which allow local agencies to adopt an ordinance to implement provisions of SB 9 and not be considered a project under Division 13 (commencing with Section 21000) of the Public Resources Code

Fiscal Impact

Administration costs for preparation of this report are included in the 2021/2022 budget.

A fee recovery should be considered to recover the costs to process projects identified within SB 9. At present, a zoning clearance is a \$112 flat fee, and subdivisions which include Parcel Maps are \$450 (covering first two hours of review) and \$225 per hour thereafter. The parcel map fee rate would cover the cost associated with processing these new applications and is already identified within the existing master fee schedule. The current design review fee of \$2,089 would also currently apply to the residential dwelling units.

ATTACHMENTS:

- 1. Proposed Urgency Ordinance
- 2. Exhibit A to Attachment 1 Chapter 36 Article 8 Standards for Qualified SB 9 Development
- 3. Exhibit B to Attachment 1 Chapter 36 Article 9 Standards for Qualified SB 9 Subdivisions
- 4. Text of SB 9

ATTACHMENT 1

Proposed Urgency Ordinance

Attachment 1

CITY OF SOUTH PASADENA

ORDINANCE NO.

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA ADDING ARTICLE 8 AND 9 TO CHAPTER 36 OF THE SOUTH **PASADENA** MUNICIPAL CODE **ESTABLISHING** REGULATIONS **FOR** THE **SUBDIVISION AND** DEVELOPMENT OF QUALIFIED SB 9 PROPERTIES; **DETERMINATION OF EXEMPTION FROM** THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, on September 16, 2021 Governor Gavin Newsom signed into law Senate Bill (SB) 9 which is part of the "Building Opportunities for All" Senate Housing Package from California State Senators Atkins (D-San Diego), Caballero (D – Salinas), Skinner (D- Berkeley), and Weiner (D – San Francisco); and

WHEREAS, this Ordinance is adopted as an urgency ordinance pursuant to Government Code Sections 36934 and 36937. The facts constituting the urgency are as follows:

- a) A severe housing crisis exists in the state with the demand for housing outpacing the supply;
- b) In September 2021, Governor Newsom signed into law Senate Bill 9, Statutes of 2021, Chapter 162, ("SB 9"), entitled the "California Housing Opportunity and More Efficiency (HOME) Act", among other provisions, this bill adds Sections 65852.21 and 66411.7 to the Government Code and becomes effective January 1, 2022;
- c) SB 9 requires cities and counties to ministerially approve a parcel map for an urban lot split and/or a proposed housing development containing a maximum of two residential units within a single-family residential zone, although the two-unit or subdivision project cannot be proposed in prohibited locations under Government Code 65913.4(a)(6)(B)-(K), such as in an earthquake fault zone, lands under conservation easement, a federally designated flood plain, and high fire hazard severity zones as defined under state law;
- d) SB 9 further restricts the standards and regulations that local agencies, including the City of South Pasadena, may impose on qualifying two-unit or subdivision projects; for example, SB 9 specifies that local agencies may impose only objective zoning,

- subdivision, and design standards that do not conflict with the statute, but such standards must not physically preclude a minimum unit size of 800 square feet;
- e) SB 9 permits local agencies to deny a proposed two-unit or subdivision property only if the agency's Building Official makes a written finding based on preponderance of the evidence that the proposed project would have a specific, adverse impact upon public health and safety or the physical environment, or if certain objective zoning standards or applicable requirements are not met;
- f) The City of South Pasadena has a large number of parcels within local high fire hazard severity zones and the City has substantial interests in protecting the community against the higher fire risk that is inherent in denser residential development and restrictions in promoting development projects. The reasonably regulated and orderly development of single-family residential construction and subdivision projects as permitted by SB 9 is desirable, and unregulated or disorderly development represents an ever-increasing and true threat to the health, welfare, and safety of the community, especially in the event an evacuation of the City is necessary;
- g) The City of South Pasadena has received public inquiries regarding SB 9 development projects and the new state law, underscoring the need for the City of South Pasadena to update its regulatory scheme to bring it into compliance with the requirements of the bill;
- h) SB 9 specifically authorizes local agencies to impose objective zoning, subdivision, and design standards consistent with the bill's provisions, and to adopt an ordinance to implement its provisions SB 9 further provides that such ordinances are not considered a "project" under the California Environmental Quality Act (CEQA);
- i) California Government Code Sections 36934 and 36937 authorizes the City of South Pasadena to adopt an urgency ordinance by a four-fifths vote (4/5ths) vote where necessary to protect the public peace, health, or safety;
- j) An urgency ordinance adopted pursuant to Government Code Sections 36934 and 36937 is warranted on a urgency basis to allow regulations to implement SB 9 on January 1, 2022, the date SB 9 becomes effective. Without such ordinance, the issues raised above pose a significant threat to the public peace, health and safety.

WHEREAS, the City Council find and determines that the immediate preservation of the public health, safety, and welfare requires that this Ordinance be enacted as an urgency ordinance pursuant to Government Code Section 36934 and 36937, and such that Ordinance take effect immediately upon adoption – therefore, this Ordinance is necessary for the immediate preservation of the public peace, health, safety and welfare and its urgency is hereby declared; and

WHEREAS, the most significant component of SB 9 is that it requires ministerial approval of a one-time, two-lot subdivision and/or development projects for up to two units per lot, and such development or subdivision project is required to meet certain qualifying location and development criteria; and

WHEREAS, SB 9 effectively expands the potential density of the original single-family lot from three units to up to four units, assuming the presence of a primary unit, junior accessory dwelling unit, and detached accessory dwelling unit; and

WHEREAS, water is a critical natural resource within the City of South Pasadena and Los Angeles County and must be considered when evaluating each potential subdivision or development; and

WHEREAS, pursuant to Section 15001 of the California Environmental Quality Act (CEQA) Guidelines, this Ordinance is exempt from CEQA based on the following:

- a) This Ordinance is not a project within the meaning of Section 15378 of the State CEQA Guidelines, because it has no potential for resulting in physical change in the environment, directly or ultimately; and
- b) This Ordinance is categorically exempt from CEQA under Section 15308 of the CEQA Guidelines as a regulatory action taken by the City of South Pasadena pursuant to its police power and in accordance with Government Code Sections 36934, 36937, and 65858 to assure maintenance and protection of the environment pending the evaluation and adoption of contemplated legislation, regulation and policies; and
- c) This Ordinance is not subject to CEQA under the general rule in CEQA Guidelines Section 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment for the reasons set forth in subparagraphs (a) and (b) above, it can be seen with certainty that there is no possibility that this ordinance will have a significant effect on the environment, therefore no further environmental review is necessary; and
- d) The proposed ordinance is also exempt from review under the California Environmental Quality Act under Government Code section 65852.21(j) and Government Code section 66411.7(n), which allow local agencies to adopt an ordinance to implement provisions of SB 9 and not be considered a project under Division 13 (commencing with Section 21000) of the Public Resources Code; therefore, no further environmental review is necessary.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA FURTHER FINDS that the adoption of this Ordinance is necessary to protect the

public safety, health and welfare by ensuring well-planned development within the single-family zoned areas within the City and that it should adopt this urgency ordinance as authorized by Government Code Sections 36934 and 36937.

THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals. The above set forth recitals and findings are true and correct and incorporated herein by reference, as if set forth herein in full.

SECTION 2. Urgency Ordinance. The urgency ordinance is necessary for the immediate preservation of the public peace, health, and safety because the subdivision of lots and design and construction of single-family residences, duplexes and accessory dwelling units pursuant to SB 9 without adequate standards can cause: increased risks to public safety, including by heightened fire hazard, land use and site development conflicts and incompatibilities including public safety, visual, privacy, and aesthetic impacts which would negatively impact the public welfare and the unique quality and character of the City of South Pasadena.

SECTION 3. State law Amendment. Based on recent amendments to state law with respect to the regulation of SB 9 units and lot subdivisions, there is a need for the City of South Pasadena to update its municipal code.

SECTION 4. New Article. Article 8, entitled "Standards for Qualified SB 9 Development" and Article 9, entitled "Standards for Qualified SB 9 Subdivisions" are hereby added to Chapter 36 of the City of South Pasadena's Municipal Code as set forth in Exhibits A and B to this Ordinance, which are hereby incorporated as though set forth in full herein.

SECTION 5. Environmental Determination. The City Council determines that the following findings and conclusions reflect the independent judgment of the City Council. The City Council finds that the adoption of the foregoing amendment to the South Pasadena Municipal Code is exempt from the California Environmental Quality Act (CEQA) for the following independent reasons:

- a) This Ordinance is not a project within the meaning of Section 15378 of the State CEQA Guidelines, because it has no potential for resulting in physical change in the environment, directly or ultimately;
- b) This Ordinance is categorically exempt from CEQA under Section 15308 of the CEQA Guidelines as a regulatory action taken by the City of South Pasadena pursuant to its police power and in accordance with Government Code Sections 36934, 36937, and 65858 to assure maintenance and protection of the environment pending the evaluation and adoption of contemplated legislation, regulation and policies;

- c) This Ordinance is not subject to CEQA under the general rule in CEQA Guidelines Section 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment for the reasons set forth in subparagraphs (a) and (b) above, it is evident that there is no possibility that this ordinance will have a significant effect on the environment, therefore no further environmental review is necessary; and
- d) The proposed ordinance is also exempt from review under the California Environmental Quality Act under Government Code section 65852.21(j) and Government Code section 66411.7(n), which allow local agencies to adopt an ordinance to implement provisions of SB 9 and not be considered a project under Division 13 (commencing with Section 21000) of the Public Resources Code; therefore, no further environmental review is necessary.

SECTION 6. Conflicting Provisions Deemed Ineffective During Ordinance Operative Period. Any provision of the Municipal Code relating to residential development and lot subdivision standards which is in conflict with this ordinance is hereby deemed ineffective during the ordinances operative period.

SECTION 7. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases or portions might be declared invalid or unconstitutional.

SECTION 8. Effective Date. This Ordinance is an urgency ordinance enacted under California Government Sections 36934 and 36937, subdivision (b). The urgency ordinance is effective upon adoption by a 4/5 vote of the South Pasadena City Council, and shall take effect immediately upon its adoption.

SECTION 9. Certification and Publication. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

	CITY OF SOUTH PASADENA, CALIFORNIA
	By Diana Mahmud, Mayor
ATTEST:	

Christina Munoz, Deputy City Clerk	
APPROVED AS TO FORM:	
Andrew L. Jared, City Attorney	

ATTACHMENT 2

Exhibit A to Attachment 1 Chapter 36 Article 8 Standards for Qualified SB 9 Development

Attachment 2

EXHIBIT A

Chapter 36. Zoning [All text hereafter is new to Chapter 36]

Article 8

Standards for Qualified SB 9 Development

Sec. 36.800.010 Purpose and Intent.

The purpose of this article is to establish objective standards and regulations to govern the development of qualified subdivisions and development on residential zoned properties as allowed under Government Code Section 65852.21(j) and exempted from the California Environmental Quality Act by Government Code Section 65852.21(j). The establishment of these regulations will result in the orderly subdivision and development of qualified Senate Bill No. 9, Statutes of 2021, Chapter 162, (2021) ("SB 9") projects while ensuring that the new units are consistent with the character of the city, and do not create any significant impacts with regards to public infrastructure or public safety. The regulations are established to implement the requirements under California Government Code Sections 65852.

Sec. 36.800.020 Definitions.

For purposes of this article, the following definitions apply:

- "Accessory dwelling unit" or "ADU", shall have the same meaning as specified in Section 36.700.020 of the South Pasadena Municipal Code.
- "Conservation Easement" means restrictive covenants that run with the land and bind upon successive owners that protects against future development such as preservation of open space, scenic, riparian, historical, agricultural, forested, or similar conditions. Open space and riparian easements are included in this definition.
- "Dwelling unit" includes an ADU, JADU, a primary dwelling unit, and a SB 9 dwelling unit and is consistent with Section 36.700.020 of the South Pasadena Municipal Code.
- "Existing dwelling unit" means a primary dwelling unit or other dwelling unit on a parcel that exists prior to any voluntary demolition or reconstruction or remodel where more than 50% of the exterior wall framing has been removed or altered. Any existing dwelling unit where more than 50% of the exterior wall framing has been removed is considered a new dwelling for purposes of this article.
- "Flag Lot" shall have the same meaning as specified in Section 36.700.020 of the South Pasadena Municipal Code.

Exhibit A

"Junior accessory dwelling unit" or "JADU", shall have the same meaning as specified in Section 36.350.200 of the South Pasadena Municipal Code.

"Panhandle" means the narrow strip of land on a flag lot, typically less than 30 feet in width, that provides access to a public or private road.

"Primary dwelling unit" means a single-family residence on the parcel and is the larger of the two if there is an existing accessory dwelling unit on the parcel.

"Private Road" means a road, way, or street in private ownership and under private maintenance, not offered for dedication as a public road, way, place, or street, which affords the principal means of access to three or more lots or parcels which do not have frontage on a public street.

"SB 9 dwelling unit" or "SB 9 unit" means a dwelling unit that is developed using the provisions in this article and the provisions identified in California Government Code Section 65852.21.

Sec. 36.800.020 Allowed Development

- A. SB 9 dwelling units may be constructed within the RS (Residential Single-Family) and RE (Residential Estate) zoning districts only. Parcels in the RM, RH, CS, CO, BP, CF, OS, MSSP, HFSP zoning districts are not eligible for use of this Article.
- B. SB 9 dwelling units shall be approved upon review by the City of compliance of such proposed development with the standards and requirements under Government Code section 65852.21, this Article, and the South Pasadena Municipal Code.
- C. The objective standards and regulations herein apply to all dwellings on a parcel and development under the provisions of this article and SB 9 on a parcel that is not being subdivided under SB 9 as part of the same application or has already been subdivided under SB 9, including zoning clearances for primary dwellings, SB 9 dwelling units, an ADU, or a JADU attached to the primary dwelling.
- D. The following development is permitted on a parcel not utilizing an urban lot split (maximum dwelling unit count of two):
 - 1) A primary dwelling unit and an SB 9 unit; or
 - 2) Two SB 9 units; or
 - 3) A primary dwelling unit and an ADU; or
 - 4) A primary dwelling unit and a JADU
- E. Pursuant to Government code section 65852.21(f), and notwithstanding Government Code Sections 65852.2 or 65852.22, an accessory dwelling unit or a junior accessory dwelling unit shall not be permitted on parcels that use both the authority contained within this Article and Article 9 relating to the authority pursuant to Government Code Section 66411.7 allowing urban lot splits.
- F. Maximum Square Footage: The maximum floor area permitted for each SB 9 unit shall be 850 square feet. The combined maximum new floor area on the parcel, inclusive of both units, shall be 1,700 square feet. If there is an existing dwelling unit on the parcel,

Exhibit A

then the floor area of the existing residence cannot be increased under this article, and any added SB 9 dwelling unit shall not exceed 850 square feet. Basements and bunkers are not permitted.

- G. Notwithstanding anything in this division, standards herein that physically precludes up to two SB 9 dwelling units from being at least 800 square feet in floor area shall be waived to the minimal extent to allow construction of two units of up to 800 square feet each.
- H. The proposed housing development may not result in the demolition of more than 25% of the exterior walls of an existing structure.
- I. The proposed housing development may not take place on a parcel requiring demolition of a housing unit that has been occupied by a tenant within the three years prior to application.
- J. Rental terms longer than thirty (30) days shall be prohibited for all dwelling units.
- K. The proposed housing development may not take place on a parcel within a historic district, or is included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.

Sec. 36.800.030 Fire Standards

- A. The following objective fire standards and regulations apply to all new development on a parcel developed under the provisions of this article:
 - 1. All new dwelling units are required to comply with Chapter 14 of the South Pasadena Municipal Code (Fire Prevention).
 - 2. For the purpose of deploying industry-standard hose-packs, all dwelling units must be located within 250 feet of the public right-of-way of a dry standpipe installed on the property with approval of the Fire Chief.
 - 3. Where two SB 9 dwelling units are configured as sharing a common wall, a one-hour fire wall between the units is required.
 - 4. All new dwelling units are required to have fire sprinklers.
 - 5. All new dwelling units are required to use fire-resistant building materials.
 - 6. New or modified detached dwelling units shall be separated from any other dwelling unit or building by 10 feet to prevent the spread of fire.
 - 7. A hillside development permit may be required consistent with Section 36.340 of the South Pasadena Municipal Code. Compliance with Chapter 9 (Building Regulations) of the South Pasadena Municipal Code.
 - 8. Compliance with all other provisions of the South Pasadena Municipal Code not in conflict with the provisions of this Article.

Sec. 36.800.040 Water and Sewer Standards

All newly created dwelling units shall be connected to public sewer and water utilities. All dwelling units except JADU units shall have separate water utility metered connections. All other requirements relating to Water (Chapter 35) and Sewer (Chapter 30) shall be applicable.

Sec. 36.800.050 Parking and Driveway Standards

- A. Parking and driveway standards for all new dwellings developed under the provisions of this article and SB 9 shall comply with the following:
 - 1. One covered off-street parking space is required for each new dwelling unit. The parking space shall be covered and the space shall be a dimension of at least 10 feet wide by 20 feet deep. All parking required for an existing primary dwelling on the parcel shall be retained.
 - 2. If a new dwelling unit is located within one-half mile walking distance of either a high-quality transit corridor, as defined in subdivision (b) of Section 21155 of the Public Resources Code, or a major transit stop, as defined in Section 21064.3 of the Public Resources Code or if there is a car share vehicle located within one block of the parcel, then off-street parking required pursuant to section 36.800.050.A.1 shall not be required.
- B. In order to allow Fire Department access, no structure shall be closer than 3 feet to the driveway or access easement, except where such driveway or access easement enters a garage or car port.
- C. Driveway access to all new units shall be compliant with City standard details and specifications for driveways and turnarounds.

Sec. 36.800.060 Height Limit Standards

The maximum height of all new SB 9 dwelling units shall not exceed the maximum height limits of Section 36.35.200 of the South Pasadena Municipal Code. If there is an existing primary dwelling on the parcel, then the maximum height of the existing residence cannot be increased under this article.

Sec. 36.800.070 Setback Standards

- A. The following objective setback standards and regulations apply to all new development on a parcel, including zoning clearances for primary dwellings, SB 9 dwelling units, an ADU, or a JADU attached to the primary dwelling, that are developed under the provisions of this article and SB 9 on a parcel that is not being subdivided under SB 9 as part of this application or has already been subdivided under SB 9:
- B. SB 9 dwelling units shall comply with the applicable front yard, side yard, and rear yard setback requirement for the district in which it is located; maximum side and rear yard setbacks shall be four feet.
- C. No additional setback is required for a new SB 9 dwelling unit constructed in the same location as an existing structure on the parcel.
- D. All portions of the SB 9 dwelling unit, include eave overhangs and other projections, shall meet the required setbacks as set forth in this article.

Exhibit A

Sec. 36.800.080 Building and Design Standards

- A. The following objective setback standards and regulations apply to all new development on a parcel, including zoning clearances for primary dwellings, SB 9 dwelling units, an ADU, or a JADU attached to the primary dwelling, that are developed under the provisions of this article and SB 9 on a parcel that is **not** being subdivided under SB 9 as part of this application or has already been subdivided under SB 9:
 - a. For a detached unit, the exterior materials and design shall match the design of any existing primary dwelling unit on the property through the use of the same exterior wall materials, identified color tones, window types, door and window trims, roofing materials and roof pitch.
 - b. For an attached unit, the exterior materials, windows and other architectural features shall match the existing structure by employing the same building form, color tones, window design, door and window trims, roofing materials and roof pitch.
 - c. No roof decks are permitted on SB 9 dwelling units.
 - d. All electrical and utility services to a new dwelling unit shall be undergrounded.\
- B. Structures shall not be located in the following locations:
 - 1) In areas encumbered by a recorded easement, including but not limited to, public utility easements, conservation easements, access easements, pedestrian pathway easements and open space easements;
 - 2) In areas within twenty-five (25) feet of the top of a creek bank;
 - 3) Areas with slopes greater than fifteen percent (15%).

Sec. 36.800.090 Tree Protection Standards

Development of dwelling units under SB 9 must comply with Chapter 34 of the South Pasadena Municipal Code (Trees and Shrubs).

36.800.100 Denial.

A proposed housing development project may be denied if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

36.800.110 Fees.

The City Council may establish and set by resolution all fees and charges, consistent with applicable law, as may be necessary to effectuate the purpose of this article.

36.800.120 Permit review process.

- A. All applications new development using these standards within this chapter shall be ministerially approved without public hearings or discretionary review.
- B. Notwithstanding the above, the Director may deny a proposed housing development under SB 9 if they determine that the proposed project will have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

ATTACHMENT 3

Exhibit B to Attachment 1 Chapter 36 Article 9 Standards for Qualified SB 9 Subdivisions

Attachment 3

EXHIBIT B to Ordinance

Chapter 36. Zoning Article 9 Urban Lot Splits (SB 9 Subdivisions)

Sec. 36.900.010 Purpose and Intent.

The purpose of this article is to establish objective standards and regulations to govern the development of qualified development on residential zoned properties as allowed under Government Code Section 66411.7(n) and exempted from the California Environmental Quality Act by Government Code Section 66411.7(n). The establishment of these regulations will result in the orderly subdivision and development of qualified Senate Bill No. 9, Statutes of 2021, Chapter 162, (2021) ("SB 9") projects while ensuring that the new units are consistent with the character of the city, and do not create any significant impacts with regards to public infrastructure or public safety. The regulations are established to implement the requirements under California Government Code Sections 66411.7. If SB 9 or those sections of the Government Code are ever repealed or deemed to be unconstitutional or no longer in effect, this section shall be automatically repealed.

Sec. 36.900.020 Definitions.

For purposes of this article, the following definitions apply:

- "Accessory dwelling unit" or "ADU", shall have the same meaning as specified in Section 36.700.020 of the South Pasadena Municipal Code.
- "Dwelling unit" includes an ADU, JADU, a primary dwelling unit, and a SB 9 dwelling unit and is consistent with Section 36.700.020 of the South Pasadena Municipal Code.
- "Flag Lot" shall have the same meaning as specified in Section 36.700.020 of the South Pasadena Municipal Code.
- "Junior accessory dwelling unit" or "JADU", shall have the same meaning as specified in Section 36.350.200 of the South Pasadena Municipal Code.
- "Conservation Easement" means restrictive covenants that run with the land and bind upon successive owners that protects against future development such as preservation of open space, scenic, riparian, historical, agricultural, forested, or similar conditions. Open space and riparian easements are included in this definition.
- "Existing dwelling unit" means a primary dwelling unit or other dwelling unit on a parcel that exists prior to any voluntary demolition or reconstruction or remodel where more than 50% of the exterior wall framing has been removed or altered. Any existing dwelling unit where more than 50% of the exterior wall framing has been removed is considered a new dwelling for purposes of this article.
- "Panhandle" means the narrow strip of land on a flag lot, typically less than 30 feet in width, that provides access to a public or private road.

"Primary dwelling unit" means a single-family residence on the parcel and is the larger of the two if there is an existing accessory dwelling unit on the parcel.

"Private Road" means a road, way, or street in private ownership and under private maintenance, not offered for dedication as a public road, way, place, or street, which affords the principal means of access to three or more lots or parcels which do not have frontage on a public street.

"SB 9 dwelling unit" or "SB 9 unit" means a dwelling unit that is developed using the provisions in this article and the provisions identified in California Government Code Section 66411.7.

Sec. 36.900.030 Eligibility of properties for a subdivision.

- A. The following parcels are eligible for subdivision under this article:
 - (a) Only parcels in located in the following districts are eligible for subdivision: RE, RS pursuant to Section 36.200.020 of the South Pasadena Municipal Code (Residential Zoned Districts). Pursuant to Government Code section 66411.7(a)(3)(A) only parcels located within single-family residential zones are eligible for urban lot split subdivision. Parcels in the RM, RH, CS, CO, BP, CF, OS, MSSP, HFSP zoning districts are not eligible for use of this Article.
 - (b) Any parcel that was not established through a prior exercise of a subdivision as provided for in this article.
 - (c) All resulting parcels will be used for residential use.
 - (d) Any parcel proposing to be subdivided that is not adjacent to another parcel where either the owner of the parcel proposing to be subdivided or any person acting in concert with said owner has previously subdivided that adjacent parcel using the provisions in this article. For the purposes of this article, "any person acting in concert" with the owners includes, but is not limited to, an individual or entity operating on behalf of, acting jointly with, or in partnership or another form of cooperative relationship with, the property owner.
- B. The following parcels are not eligible for subdivision under this article:
 - (a) Any parcel within a historic district, or included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance. Lot lines shall not bisect or be within 4 feet of structure designated as a historic structure or a, contributing structure, or candidate structure under any City ordinance or resolution or included on the State Historic Resources Inventory.
 - (b) Any parcel where the subdivision would require the demolition or alteration of any of the following types of housing:
 - 1) Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

- 1) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.
- 2) A parcel or parcels on which an owner of residential real property has exercised the owner's rights under Government Code section 7060 et seq. to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.
- 3) Housing that has been occupied by a tenant in the last three years.
- (c). Any parcel encumbered with a conservation easement or identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code), habitat conservation plan pursuant to the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), or other adopted natural resource protection plan.
 - (d). Any parcel that is designated prime farmland or farmland of statewide importance, as defined pursuant to United States Department of Agriculture land inventory and monitoring criteria, as modified for California, and designated on the maps prepared by the Farmland Mapping and Monitoring Program of the Department of Conservation, or land zoned or designated for agricultural protection or preservation by a local ballot measure.
 - (e). Any parcel containing wetlands, that would prevent the development of the parcel.
- (f). Any parcel within a very high fire hazard severity zone as determined by the Department of Forestry and Fire Protection pursuant to Section 51178, or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection pursuant to Section 4202 of the Public Resources Code. This subsection does not apply to parcels that have been excluded from specific hazard zones by actions of the City of South Pasadena pursuant to Government Code section 51179(b), or parcels that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development.
- (g). Any parcel with a hazardous waste site that is listed pursuant to Government Code Section 65962.5 or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code, unless the State Department of Public Health, State Water Resources Control Board, or Department of Toxic Substances Control has cleared the site for residential use or residential mixed uses.
- (h). Any parcel within a special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency (FEMA) in any official maps published by the FEMA. However, a subdivision and/or development project may be located on a parcel described in this subsection if (1) the parcel is otherwise eligible for approval under the provisions of this article and (2) the project applicant is able to satisfy all applicable federal qualifying criteria demonstrating either of the following are met:
 - i. The site has been subject to a Letter of Map Revision prepared by the FEMA and issued to the city.
 - ii. The site meets FEMA requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program pursuant to Exhibit B

Part 59 (commencing with Section 59.1) and Part 60 (commencing with Section 60.1) of Subchapter B of Chapter I of Title 44 of the Code of Federal Regulations.

- (i). Any parcel within a regulatory floodway as determined by the FEMA in any official maps published by the FEMA, unless the subdivision and/or development project has received a no-rise certification in accordance with Section 60.3(d)(3) of Title 44 of the Code of Federal Regulations
- (j). Any parcel containing habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code).
 - (k). Residential use parcels in zones other than those stated herein.

Sec. 36.900.040 Lot Line Standards

The following objective lot line standards and regulations apply to all subdivisions under this article and permissible with SB 9:

- (a) A Parcel Map and a Subdivision Application shall be submitted to the City for all proposed subdivisions and a Zone Clearance pursuant to Chapter 36.500 of the South Pasadena Municipal Code.
- (b) The subdivision may only subdivide one existing parcel and shall create no more than two new parcels of approximately equal area provided that one parcel shall not be smaller than 40 percent of the lot area of the original parcel proposed for subdivision. In no instance shall any resulting parcel be smaller than 1,200 square feet in area.
- (c) All lot lines shall be contiguous to existing zoning boundaries.
- (d) The subdivision shall not result in a new parcel with an average width that is less than the average width of the original parcel.
- (e) If the parcel is fully developed with the number of units permitted under SB 9, then the applicant or property owner shall record a deed restriction in a form approved by the City Attorney's Office stipulating that no further development of the parcel is permitted.
- (f) No dwelling unit on such new parcels shall be rented for a period of less than thirty (30) days and cannot be occupied as a short-term rental unit.
- (g) Any development constructed in accordance with this section shall be subject to all impact or development fees related to the development of a new dwelling unit.
- (h) Separate utility meters shall be provided for each parcel prior to recordation.

- (i) Upon receipt of a subdivision application using the provisions of this article, the City shall notify all owners and occupants within a 300-foot radius from the subject parcel that a parcel map has been filed with the City, at the applicant's expense.
- (j) A note on the parcel map and a recorded deed restriction in a form approved by the City Attorney's Office shall be applied to all parcels resulting from the approval of a subdivision under this article indicating that each parcel was created using the provision of this Article and that no further subdivision of the parcels is permitted.
- (k) Prior to the recordation of the parcel map, the applicant shall sign and record an affidavit stating that the applicant intends to reside in one of the proposed or existing primary dwelling units or SB 9 units for three years from the date of the approval of the subdivision. This requirement shall not apply if the applicant is a community land trust or a qualified nonprofit corporation as provided in Sections 402.1 and 214.15 of the Revenue and Taxation Code.
- (l) Compliance with Chapter 14 (Fire Prevention) of the South Pasadena Municipal Code.
- (m)Compliance with all other provisions of the South Pasadena Municipal Code not in conflict with the provisions of this Article.

Sec. 36.900.050 Flag Lot Standards

The following objective standards and regulations apply to all subdivisions of flag lots under this article and permissible with SB 9:

- (a) Any panhandle on a flag lot shall not be used to calculate the average width. However, this requirement shall be waived if the subdivision applicant demonstrates that it would prohibit a subdivision that otherwise meets the requirements of Section 36.900.040 subsection (b).
- (b) Easements for access and public and private utilities shall be provided for any newly created parcel that does not front on a public or private street.
- (c) The front parcel line of any newly created parcel shall be the parcel line that is closest to or parallel to the public or private road that serves the parcel.
- (d) An interior lot with no front lot lines is allowed as long as it is served by an access easement from a public street that serves no more than 2 parcels and:
 - 1) The line separating the two parcels is parallel to and not less than 50 feet from an existing front lot line, OR
 - 2) Outside the front half of the existing lot, whichever is greater AND
 - 3) Each parcel has approximately equal lot width and lot depth.

36.900.060 Lot Standards

The following objective lot size standards and regulations apply to all for development on a parcel that has been subdivided or concurrently subdivided under the provisions of this Article and SB 9:

(a) The following development is permitted on each of the two resulting parcels (maximum dwelling unit count of two per parcel):

- 1) A primary dwelling unit and an SB 9 unit; or
- 2) Two SB 9 units; or
- 3) A primary dwelling unit and an ADU; or
- 4) A primary dwelling unit and a JADU.
- (b) Maximum Floor Area: The maximum floor area permitted for each unit located on each lot shall be 850 square feet. The combined maximum floor area on the parcel, inclusive of both units, shall be 1,700 square feet. Basements and bunkers are not permitted. If there is an existing primary dwelling unit on the parcel, then the floor area of the existing residence cannot be increased under this article, and any SB 9 dwelling unit shall not exceed 850 square feet.
- (c) Notwithstanding anything in this division, any development or design standards that physically precludes the development of two SB 9 dwelling units from being 800 square feet in floor area shall be waived.

36.900.70 Fire Standards

- A. The following objective fire standards and regulations apply to all new development on a parcel developed under the provisions of this article:
 - 1. All new dwelling units are required to comply with Chapter 14 of the South Pasadena Municipal Code (Fire Prevention).
 - 2. For the purpose of deploying industry-standard hose-packs, all dwelling units must be located within 250 feet of the public right-of-way of a dry standpipe installed on the property with approval of the Fire Chief.
 - 3. Where two SB 9 dwelling units are configured as sharing a common wall, a one-hour fire wall between the units is required.
 - 4. All new dwelling units are required to have fire sprinklers.
 - 5. All new dwelling units are required to use fire-resistant building materials.
 - 6. New or modified detached dwelling units shall be separated from any other dwelling unit or building by 10 feet to prevent the spread of fire.
 - 7. A hillside development permit may be required consistent with Section 36.340 of the South Pasadena Municipal Code. Compliance with Chapter 9 (Building Regulations) of the South Pasadena Municipal Code.
 - 8. Compliance with all other provisions of the South Pasadena Municipal Code not in conflict with the provisions of this Article.

36.900.080 Water and Sewer Standards

All newly created parcels shall be connected to public sewer and water utilities. All dwelling units except JADU units shall have separate water utility metered connections. All other requirements relating to Water (Chapter 35) and Sewer (Chapter 30) shall be applicable.

36.900.090 Parking and Driveway Standards

- A. Parking and driveway standards for all new dwellings developed under the provisions of this article and SB 9 shall comply with the following:
 - 1. One covered off-street parking space is required for each new dwelling unit. The parking space shall be covered and the space shall be a dimension of at least 10 feet wide by 20 feet deep. All parking required for an existing primary dwelling on the parcel shall be retained.
 - 2. If a new dwelling unit is located within one-half mile walking distance of either a high-quality transit corridor, as defined in subdivision (b) of Section 21155 of the Public Resources Code, or a major transit stop, as defined in Section 21064.3 of the Public Resources Code or if there is a car share vehicle located within one block of the parcel, then off-street parking required pursuant to section 36.800.050.A.1 shall not be required.
- B. In order to allow Fire Department access, no structure shall be closer than 3 feet to the driveway or access easement, except where such driveway or access easement enters a garage or car port.
- C. Driveway access to all new units shall be compliant with City standard details and specifications for driveways and turnarounds.
- D. All parcels created pursuant to this Article and Government Code section 66411.7 shall have access to, provide access to, or adjoin the improved public right-of-way.

36.900.100 Height Limit Standards

The maximum height of all new SB 9 dwelling units shall not exceed the maximum height limits of Section 36.35.200 of the South Pasadena Municipal Code. If there is an existing primary dwelling on the parcel, then the maximum height of the existing residence cannot be increased by virtue of use of this Article.

36.900.110 Setback Standards

The following objective setback standards and regulations apply to all zoning clearances for development on a parcel that has been subdivided or concurrently subdivided under the provisions of this article and SB 9:

- (a) SB 9 dwelling units shall comply with the applicable front yard, side yard, and rear yard setback requirement for the district in which it is located; maximum side and rear yard setbacks shall be four feet.
- (b) No additional setback is required for a new SB 9 dwelling unit constructed in the same location as an existing structure on the parcel.
- (c) All portions of the SB 9 dwelling unit, include eave overhangs and other projections, shall meet the required setbacks as set forth in this article.

Exhibit B

36.900.120 Building and Design Standards

- A. Applicant shall file an affidavit stating their intent to occupy one of the housing units to be placed on one of the parcels as their principal residence for a minimum of three years from the date of the approval of the urban lot split.
- B. The following objective design standards and regulations apply to all zoning clearances for development on a parcel that has been subdivided or concurrently subdivided under the provisions of this article and SB 9. The design of the dwelling unit shall be as follows:
 - (a) For a detached unit, the exterior materials and design shall match the design of any existing primary dwelling unit on the property through the use of the same exterior wall materials, identified color tones, window types, door and window trims, roofing materials and roof pitch.
 - (b) For an attached unit, the exterior materials, windows and other architectural features shall match the existing structure by employing the same building form, color tones, window design, door and window trims, roofing materials and roof pitch.
 - (c) No roof decks are permitted on SB 9 dwelling units.
 - (d) All electrical and utility services to a new dwelling unit shall be undergrounded.\
- C. Structures shall not be located in the following locations:
 - 1) In areas encumbered by a recorded easement, including but not limited to, public utility easements, conservation easements, access easements, pedestrian pathway easements and open space easements;
 - 2) In areas within twenty-five (25) feet of the top of a creek bank;
 - 3) Areas with slopes greater than fifteen percent (15%).

36.900.130 Tree Protection Standards

Development of dwelling units under SB 9 must comply with Chapter 34 of the South Pasadena Municipal Code (Trees and Shrubs).

36.900.140 Denial.

A proposed urban lot split may be denied if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

36.900.150 Fees.

The City Council may establish and set by resolution all fees and charges, consistent with applicable law, as may be necessary to effectuate the purpose of this article.

36.900.160 Permit review process.

- (a) All applications for lot splits and new development using these standards within this chapter shall be ministerially approved without public hearings or discretionary review.
- (b) Notwithstanding the above, the Director may deny a proposed housing development under SB 9 if they determine that the proposed project will have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

ATTACHMENT 4

Text of SB 9



Senate Bill No. 9

CHAPTER 162

An act to amend Section 66452.6 of, and to add Sections 65852.21 and 66411.7 to, the Government Code, relating to land use.

[Approved by Governor September 16, 2021. Filed with Secretary of State September 16, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

SB 9, Atkins. Housing development: approvals.

The Planning and Zoning Law provides for the creation of accessory dwelling units by local ordinance, or, if a local agency has not adopted an ordinance, by ministerial approval, in accordance with specified standards and conditions.

This bill, among other things, would require a proposed housing development containing no more than 2 residential units within a single-family residential zone to be considered ministerially, without discretionary review or hearing, if the proposed housing development meets certain requirements, including, but not limited to, that the proposed housing development would not require demolition or alteration of housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income, that the proposed housing development does not allow for the demolition of more than 25% of the existing exterior structural walls, except as provided, and that the development is not located within a historic district, is not included on the State Historic Resources Inventory, or is not within a site that is legally designated or listed as a city or county landmark or historic property or district.

The bill would set forth what a local agency can and cannot require in approving the construction of 2 residential units, including, but not limited to, authorizing a local agency to impose objective zoning standards, objective subdivision standards, and objective design standards, as defined, unless those standards would have the effect of physically precluding the construction of up to 2 units or physically precluding either of the 2 units from being at least 800 square feet in floor area, prohibiting the imposition of setback requirements under certain circumstances, and setting maximum setback requirements under all other circumstances.

The Subdivision Map Act vests the authority to regulate and control the design and improvement of subdivisions in the legislative body of a local agency and sets forth procedures governing the local agency's processing, approval, conditional approval or disapproval, and filing of tentative, final, and parcel maps, and the modification of those maps. Under the Subdivision Map Act, an approved or conditionally approved tentative map expires 24

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months after its approval or conditional approval or after any additional period of time as prescribed by local ordinance, not to exceed an additional 12 months, except as provided.

This bill, among other things, would require a local agency to ministerially approve a parcel map for an urban lot split that meets certain requirements, including, but not limited to, that the urban lot split would not require the demolition or alteration of housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income, that the parcel is located within a single-family residential zone, and that the parcel is not located within a historic district, is not included on the State Historic Resources Inventory, or is not within a site that is legally designated or listed as a city or county landmark or historic property or district.

The bill would set forth what a local agency can and cannot require in approving an urban lot split, including, but not limited to, authorizing a local agency to impose objective zoning standards, objective subdivision standards, and objective design standards, as defined, unless those standards would have the effect of physically precluding the construction of 2 units, as defined, on either of the resulting parcels or physically precluding either of the 2 units from being at least 800 square feet in floor area, prohibiting the imposition of setback requirements under certain circumstances, and setting maximum setback requirements under all other circumstances. The bill would require an applicant to sign an affidavit stating that they intend to occupy one of the housing units as their principal residence for a minimum of 3 years from the date of the approval of the urban lot split, unless the applicant is a community land trust or a qualified nonprofit corporation, as specified. The bill would prohibit a local agency from imposing any additional owner occupancy standards on applicants. By requiring applicants to sign affidavits, thereby expanding the crime of perjury, the bill would impose a state-mandated local program.

The bill would also extend the limit on the additional period that may be provided by ordinance, as described above, from 12 months to 24 months and would make other conforming or nonsubstantive changes.

The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment. CEQA does not apply to the approval of ministerial projects.

This bill, by establishing the ministerial review processes described above, would thereby exempt the approval of projects subject to those processes from CEQA.

The California Coastal Act of 1976 provides for the planning and regulation of development, under a coastal development permit process, within the coastal zone, as defined, that shall be based on various coastal resources planning and management policies set forth in the act.

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This bill would exempt a local agency from being required to hold public hearings for coastal development permit applications for housing developments and urban lot splits pursuant to the above provisions.

By increasing the duties of local agencies with respect to land use regulations, the bill would impose a state-mandated local program.

The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for specified reasons.

The people of the State of California do enact as follows:

SECTION 1. Section 65852.21 is added to the Government Code, to read:

- 65852.21. (a) A proposed housing development containing no more than two residential units within a single-family residential zone shall be considered ministerially, without discretionary review or a hearing, if the proposed housing development meets all of the following requirements:
- (1) The parcel subject to the proposed housing development is located within a city, the boundaries of which include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau, or, for unincorporated areas, a legal parcel wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.
- (2) The parcel satisfies the requirements specified in subparagraphs (B) to (K), inclusive, of paragraph (6) of subdivision (a) of Section 65913.4.
- (3) Notwithstanding any provision of this section or any local law, the proposed housing development would not require demolition or alteration of any of the following types of housing:
- (A) Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.
- (B) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.
 - (C) Housing that has been occupied by a tenant in the last three years.
- (4) The parcel subject to the proposed housing development is not a parcel on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

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- (5) The proposed housing development does not allow the demolition of more than 25 percent of the existing exterior structural walls, unless the housing development meets at least one of the following conditions:
 - (A) If a local ordinance so allows.
 - (B) The site has not been occupied by a tenant in the last three years.
- (6) The development is not located within a historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.
- (b) (1) Notwithstanding any local law and except as provided in paragraph (2), a local agency may impose objective zoning standards, objective subdivision standards, and objective design review standards that do not conflict with this section.
- (2) (A) The local agency shall not impose objective zoning standards, objective subdivision standards, and objective design standards that would have the effect of physically precluding the construction of up to two units or that would physically preclude either of the two units from being at least 800 square feet in floor area.
- (B) (i) Notwithstanding subparagraph (A), no setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.
- (ii) Notwithstanding subparagraph (A), in all other circumstances not described in clause (i), a local agency may require a setback of up to four feet from the side and rear lot lines.
- (c) In addition to any conditions established in accordance with subdivision (b), a local agency may require any of the following conditions when considering an application for two residential units as provided for in this section:
- (1) Off-street parking of up to one space per unit, except that a local agency shall not impose parking requirements in either of the following instances:
- (A) The parcel is located within one-half mile walking distance of either a high-quality transit corridor, as defined in subdivision (b) of Section 21155 of the Public Resources Code, or a major transit stop, as defined in Section 21064.3 of the Public Resources Code.
 - (B) There is a car share vehicle located within one block of the parcel.
- (2) For residential units connected to an onsite wastewater treatment system, a percolation test completed within the last 5 years, or, if the percolation test has been recertified, within the last 10 years.
- (d) Notwithstanding subdivision (a), a local agency may deny a proposed housing development project if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment and for which there is

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no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

- (e) A local agency shall require that a rental of any unit created pursuant to this section be for a term longer than 30 days.
- (f) Notwithstanding Section 65852.2 or 65852.22, a local agency shall not be required to permit an accessory dwelling unit or a junior accessory dwelling unit on parcels that use both the authority contained within this section and the authority contained in Section 66411.7.
- (g) Notwithstanding subparagraph (B) of paragraph (2) of subdivision (b), an application shall not be rejected solely because it proposes adjacent or connected structures provided that the structures meet building code safety standards and are sufficient to allow separate conveyance.
- (h) Local agencies shall include units constructed pursuant to this section in the annual housing element report as required by subparagraph (I) of paragraph (2) of subdivision (a) of Section 65400.
 - (i) For purposes of this section, all of the following apply:
- (1) A housing development contains two residential units if the development proposes no more than two new units or if it proposes to add one new unit to one existing unit.
- (2) The terms "objective zoning standards," "objective subdivision standards," and "objective design review standards" mean standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal. These standards may be embodied in alternative objective land use specifications adopted by a local agency, and may include, but are not limited to, housing overlay zones, specific plans, inclusionary zoning ordinances, and density bonus ordinances.
- (3) "Local agency" means a city, county, or city and county, whether general law or chartered.
- (j) A local agency may adopt an ordinance to implement the provisions of this section. An ordinance adopted to implement this section shall not be considered a project under Division 13 (commencing with Section 21000) of the Public Resources Code.
- (k) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local agency shall not be required to hold public hearings for coastal development permit applications for a housing development pursuant to this section.
 - SEC. 2. Section 66411.7 is added to the Government Code, to read:
- 66411.7. (a) Notwithstanding any other provision of this division and any local law, a local agency shall ministerially approve, as set forth in this section, a parcel map for an urban lot split only if the local agency determines that the parcel map for the urban lot split meets all the following requirements:

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- (1) The parcel map subdivides an existing parcel to create no more than two new parcels of approximately equal lot area provided that one parcel shall not be smaller than 40 percent of the lot area of the original parcel proposed for subdivision.
- (2) (A) Except as provided in subparagraph (B), both newly created parcels are no smaller than 1,200 square feet.
- (B) A local agency may by ordinance adopt a smaller minimum lot size subject to ministerial approval under this subdivision.
 - (3) The parcel being subdivided meets all the following requirements:
 - (A) The parcel is located within a single-family residential zone.
- (B) The parcel subject to the proposed urban lot split is located within a city, the boundaries of which include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau, or, for unincorporated areas, a legal parcel wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.
- (C) The parcel satisfies the requirements specified in subparagraphs (B) to (K), inclusive, of paragraph (6) of subdivision (a) of Section 65913.4.
- (D) The proposed urban lot split would not require demolition or alteration of any of the following types of housing:
- Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.
- (ii) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.
- (iii) A parcel or parcels on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.
 - (iv) Housing that has been occupied by a tenant in the last three years.
- (E) The parcel is not located within a historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.
- (F) The parcel has not been established through prior exercise of an urban lot split as provided for in this section.
- (G) Neither the owner of the parcel being subdivided nor any person acting in concert with the owner has previously subdivided an adjacent parcel using an urban lot split as provided for in this section.
- (b) An application for a parcel map for an urban lot split shall be approved in accordance with the following requirements:
- (1) A local agency shall approve or deny an application for a parcel map for an urban lot split ministerially without discretionary review.
- (2) A local agency shall approve an urban lot split only if it conforms to all applicable objective requirements of the Subdivision Map Act (Division

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2 (commencing with Section 66410)), except as otherwise expressly provided in this section.

- (3) Notwithstanding Section 66411.1, a local agency shall not impose regulations that require dedications of rights-of-way or the construction of offsite improvements for the parcels being created as a condition of issuing a parcel map for an urban lot split pursuant to this section.
- (c) (1) Except as provided in paragraph (2), notwithstanding any local law, a local agency may impose objective zoning standards, objective subdivision standards, and objective design review standards applicable to a parcel created by an urban lot split that do not conflict with this section.
- (2) A local agency shall not impose objective zoning standards, objective subdivision standards, and objective design review standards that would have the effect of physically precluding the construction of two units on either of the resulting parcels or that would result in a unit size of less than 800 square feet.
- (3) (A) Notwithstanding paragraph (2), no setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.
- (B) Notwithstanding paragraph (2), in all other circumstances not described in subparagraph (A), a local agency may require a setback of up to four feet from the side and rear lot lines.
- (d) Notwithstanding subdivision (a), a local agency may deny an urban lot split if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.
- (e) In addition to any conditions established in accordance with this section, a local agency may require any of the following conditions when considering an application for a parcel map for an urban lot split:
 - (1) Easements required for the provision of public services and facilities.
- (2) A requirement that the parcels have access to, provide access to, or adjoin the public right-of-way.
- (3) Off-street parking of up to one space per unit, except that a local agency shall not impose parking requirements in either of the following instances:
- (A) The parcel is located within one-half mile walking distance of either a high-quality transit corridor as defined in subdivision (b) of Section 21155 of the Public Resources Code, or a major transit stop as defined in Section 21064.3 of the Public Resources Code.
 - (B) There is a car share vehicle located within one block of the parcel.
- (f) A local agency shall require that the uses allowed on a lot created by this section be limited to residential uses.
- (g) (1) A local agency shall require an applicant for an urban lot split to sign an affidavit stating that the applicant intends to occupy one of the

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housing units as their principal residence for a minimum of three years from the date of the approval of the urban lot split.

- (2) This subdivision shall not apply to an applicant that is a "community land trust," as defined in clause (ii) of subparagraph (C) of paragraph (11) of subdivision (a) of Section 402.1 of the Revenue and Taxation Code, or is a "qualified nonprofit corporation" as described in Section 214.15 of the Revenue and Taxation Code.
- (3) A local agency shall not impose additional owner occupancy standards, other than provided for in this subdivision, on an urban lot split pursuant to this section.
- (h) A local agency shall require that a rental of any unit created pursuant to this section be for a term longer than 30 days.
- (i) A local agency shall not require, as a condition for ministerial approval of a parcel map application for the creation of an urban lot split, the correction of nonconforming zoning conditions.
- (j) (1) Notwithstanding any provision of Section 65852.2, 65852.21, 65852.22, 65915, or this section, a local agency shall not be required to permit more than two units on a parcel created through the exercise of the authority contained within this section.
- (2) For the purposes of this section, "unit" means any dwelling unit, including, but not limited to, a unit or units created pursuant to Section 65852.21, a primary dwelling, an accessory dwelling unit as defined in Section 65852.2, or a junior accessory dwelling unit as defined in Section 65852.22.
- (k) Notwithstanding paragraph (3) of subdivision (c), an application shall not be rejected solely because it proposes adjacent or connected structures provided that the structures meet building code safety standards and are sufficient to allow separate conveyance.
- (1) Local agencies shall include the number of applications for parcel maps for urban lot splits pursuant to this section in the annual housing element report as required by subparagraph (I) of paragraph (2) of subdivision (a) of Section 65400.
 - (m) For purposes of this section, both of the following shall apply:
- (1) "Objective zoning standards," "objective subdivision standards," and "objective design review standards" mean standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal. These standards may be embodied in alternative objective land use specifications adopted by a local agency, and may include, but are not limited to, housing overlay zones, specific plans, inclusionary zoning ordinances, and density bonus ordinances.
- (2) "Local agency" means a city, county, or city and county, whether general law or chartered.
- (n) A local agency may adopt an ordinance to implement the provisions of this section. An ordinance adopted to implement this section shall not be

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considered a project under Division 13 (commencing with Section 21000) of the Public Resources Code.

- (o) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local agency shall not be required to hold public hearings for coastal development permit applications for urban lot splits pursuant to this section.
- SEC. 3. Section 66452.6 of the Government Code is amended to read: 66452.6. (a) (1) An approved or conditionally approved tentative map shall expire 24 months after its approval or conditional approval, or after any additional period of time as may be prescribed by local ordinance, not to exceed an additional 24 months. However, if the subdivider is required to expend two hundred thirty-six thousand seven hundred ninety dollars (\$236,790) or more to construct, improve, or finance the construction or improvement of public improvements outside the property boundaries of the tentative map, excluding improvements of public rights-of-way that abut the boundary of the property to be subdivided and that are reasonably related to the development of that property, each filing of a final map authorized by Section 66456.1 shall extend the expiration of the approved or conditionally approved tentative map by 48 months from the date of its expiration, as provided in this section, or the date of the previously filed final map, whichever is later. The extensions shall not extend the tentative map more than 10 years from its approval or conditional approval. However, a tentative map on property subject to a development agreement authorized by Article 2.5 (commencing with Section 65864) of Chapter 4 of Division 1 may be extended for the period of time provided for in the agreement, but not beyond the duration of the agreement. The number of phased final maps that may be filed shall be determined by the advisory agency at the time of the approval or conditional approval of the tentative map.
- (2) Commencing January 1, 2012, and each calendar year thereafter, the amount of two hundred thirty-six thousand seven hundred ninety dollars (\$236,790) shall be annually increased by operation of law according to the adjustment for inflation set forth in the statewide cost index for class B construction, as determined by the State Allocation Board at its January meeting. The effective date of each annual adjustment shall be March 1. The adjusted amount shall apply to tentative and vesting tentative maps whose applications were received after the effective date of the adjustment.
- (3) "Public improvements," as used in this subdivision, include traffic controls, streets, roads, highways, freeways, bridges, overcrossings, street interchanges, flood control or storm drain facilities, sewer facilities, water facilities, and lighting facilities.
- (b) (1) The period of time specified in subdivision (a), including any extension thereof granted pursuant to subdivision (e), shall not include any period of time during which a development moratorium, imposed after approval of the tentative map, is in existence. However, the length of the moratorium shall not exceed five years.

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(2) The length of time specified in paragraph (1) shall be extended for up to three years, but in no event beyond January 1, 1992, during the pendency of any lawsuit in which the subdivider asserts, and the local agency that approved or conditionally approved the tentative map denies, the existence or application of a development moratorium to the tentative map.

- (3) Once a development moratorium is terminated, the map shall be valid for the same period of time as was left to run on the map at the time that the moratorium was imposed. However, if the remaining time is less than 120 days, the map shall be valid for 120 days following the termination of the moratorium.
- (c) The period of time specified in subdivision (a), including any extension thereof granted pursuant to subdivision (e), shall not include the period of time during which a lawsuit involving the approval or conditional approval of the tentative map is or was pending in a court of competent jurisdiction, if the stay of the time period is approved by the local agency pursuant to this section. After service of the initial petition or complaint in the lawsuit upon the local agency, the subdivider may apply to the local agency for a stay pursuant to the local agency's adopted procedures. Within 40 days after receiving the application, the local agency shall either stay the time period for up to five years or deny the requested stay. The local agency may, by ordinance, establish procedures for reviewing the requests, including, but not limited to, notice and hearing requirements, appeal procedures, and other administrative requirements.
- (d) The expiration of the approved or conditionally approved tentative map shall terminate all proceedings and no final map or parcel map of all or any portion of the real property included within the tentative map shall be filed with the legislative body without first processing a new tentative map. Once a timely filing is made, subsequent actions of the local agency, including, but not limited to, processing, approving, and recording, may lawfully occur after the date of expiration of the tentative map. Delivery to the county surveyor or city engineer shall be deemed a timely filing for purposes of this section.
- (e) Upon application of the subdivider filed before the expiration of the approved or conditionally approved tentative map, the time at which the map expires pursuant to subdivision (a) may be extended by the legislative body or by an advisory agency authorized to approve or conditionally approve tentative maps for a period or periods not exceeding a total of six years. The period of extension specified in this subdivision shall be in addition to the period of time provided by subdivision (a). Before the expiration of an approved or conditionally approved tentative map, upon an application by the subdivider to extend that map, the map shall automatically be extended for 60 days or until the application for the extension is approved, conditionally approved, or denied, whichever occurs first. If the advisory agency denies a subdivider's application for an extension, the subdivider may appeal to the legislative body within 15 days after the advisory agency has denied the extension.

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- (f) For purposes of this section, a development moratorium includes a water or sewer moratorium, or a water and sewer moratorium, as well as other actions of public agencies that regulate land use, development, or the provision of services to the land, including the public agency with the authority to approve or conditionally approve the tentative map, which thereafter prevents, prohibits, or delays the approval of a final or parcel map. A development moratorium shall also be deemed to exist for purposes of this section for any period of time during which a condition imposed by the city or county could not be satisfied because of either of the following:
- (1) The condition was one that, by its nature, necessitated action by the city or county, and the city or county either did not take the necessary action or by its own action or inaction was prevented or delayed in taking the necessary action before expiration of the tentative map.
- (2) The condition necessitates acquisition of real property or any interest in real property from a public agency, other than the city or county that approved or conditionally approved the tentative map, and that other public agency fails or refuses to convey the property interest necessary to satisfy the condition. However, nothing in this subdivision shall be construed to require any public agency to convey any interest in real property owned by it. A development moratorium specified in this paragraph shall be deemed to have been imposed either on the date of approval or conditional approval of the tentative map, if evidence was included in the public record that the public agency that owns or controls the real property or any interest therein may refuse to convey that property or interest, or on the date that the public agency that owns or controls the real property or any interest therein receives an offer by the subdivider to purchase that property or interest for fair market value, whichever is later. A development moratorium specified in this paragraph shall extend the tentative map up to the maximum period as set forth in subdivision (b), but not later than January 1, 1992, so long as the public agency that owns or controls the real property or any interest therein fails or refuses to convey the necessary property interest, regardless of the reason for the failure or refusal, except that the development moratorium shall be deemed to terminate 60 days after the public agency has officially made, and communicated to the subdivider, a written offer or commitment binding on the agency to convey the necessary property interest for a fair market value, paid in a reasonable time and manner.
- SEC. 4. The Legislature finds and declares that ensuring access to affordable housing is a matter of statewide concern and not a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, Sections 1 and 2 of this act adding Sections 65852.21 and 66411.7 to the Government Code and Section 3 of this act amending Section 66452.6 of the Government Code apply to all cities, including charter cities.
- SEC. 5. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act or

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because costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

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City Council Agenda Report

ITEM NO. 19

DATE:

December 15, 2021

FROM:

Arminé Chaparyan, City Manager

PREPARED BY:

H. Ted Gerber, Acting Public Works Director

SUBJECT:

Public Works Organizational Assessment

Recommendation

It is recommended that the City Council receive and file this Public Works Organizational Assessment.

Background

In August 2021, the City began an independent, high level review and assessment of the roles and responsibilities of staff within the Public Works Department. The assessment's objective was to identify possible areas for change, and provide the City with suggested recommendations for consideration and implementation. These include the assignment and prioritization of work, the identification of team work improvements and possible longer term improvement opportunities in the organization, as well review of the effectiveness of communication between staff and the accountability within the department. The review also included other observations regarding organizational structure and staff utilization, both contracted and in-house.

Discussion/Analysis

The City contracted with Annealta Group for organizational consulting services to accomplish this assessment. The analysis by Annealta was completed by Tim D'Zmura, its President and CEO. Mr. D'Zmura has served as a Public Works Director in several cities and served as President of the Board of the Southern California Chapter of the American Public Works Association (APWA). He is a registered engineer, certified building official and certified planner. He holds an MBA with an emphasis in Leadership and Managing Organizational Change. As part of the assessment effort, Annealta Group examined the organizational structure and major management processes used by the department, conducted individual interviews, and reviewed department material, job descriptions, and resumes.

The assessment found the Public Works Department to have a solid foundation, however eleven modifications to the Department organization and operations are recommended in order to facilitate a higher level of service to the community, improve internal communications, clearly define roles and duties, and realize greater internal efficiencies.

Public Works Organizational Assessment December 15, 2021 Page 2 of 3

The recommendations are as follows:

- (1) Create, adopt and publish a minimum 5-year Capital Improvement Program in conjunction with budget adoption process each year.
- (2) Create, adopt and publish department level key performance indicator (KPI) metrics in conjunction with the budget adoption process each year.
- (3) Establish and maintain monthly all hands department meetings. Establish and maintain weekly 1-on-1 meetings for Director level through Supervisor level. The Director must attend all Executive Team Meetings.
- (4) Eliminate one of the Deputy Director positions.
- (5) Add two (2) new Management Analyst positions in the department.
- (6) Require that the Director attend all Commission meetings.
- (7) Re-visit the need for all three (3) of the Commissions supported by the Public Works Department. Consider consolidating the Public Works Commission and Mobility and Transportation Infrastructure Commission into one Commission.
- (8) Develop Commission work plans for the fiscal year not the calendar year as part of the budget development process each year.
- (9) Reallocate existing staff, allocate new staff, and reallocate functional responsibilities into three divisions: Engineering, Maintenance, and Water & Sustainability.
- (10) Re-house the Engineering Division at the Water Distribution Facility.
- (11) Install operable security gates at the Public Works Yard, 825 Mission Street, similar to the gates installed at the Water Distribution Facility.

Fiscal Impact

With the implementation of organizational changes recommended in the assessment, there will be a reduction in one executive level staff member, and the addition of at least one management analyst, and the upgrade of a Water Conservation Analyst position to an Environmental Services and Sustainability Manager position. The reduction of a senior level position creates opportunities to reallocate the staffing cost towards the recommended staffing changes in the assessment. The Environmental Services and Sustainability Manager position is being considered tonight by Council. The specific fiscal impacts of other changes will be summarized in separate staff reports which will be brought forth to City Council at future dates.

Environmental Analysis

This is an assessment of Public Works Department organization and operation only, where no physical facilities or improvements are constructed, therefore, per 2021 California Environmental Quality Act (CEQA) Statue and Guidelines, Article 19, Section 15378 this activity does not meet the definition of the project and is exempt from further CEQA analysis.

Public Notification of Agenda Item

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

Public Works Organizational Assessment December 15, 2021 Page 3 of 3

Attachment

Annealta Group Public Works Department Organizational Study

ATTACHMENT

Annealta Group Public Works Department Organizational Study



City of South Pasadena

Public Works Department Organizational Study

October 2021



October 22, 2021

Arminé Chaprayan, City Manager City of South Pasadena 1414 Mission Street South Pasadena, CA 91030

Dear Ms. Chaprayan:

Annealta Group is pleased to submit this report which contains the results of our Public Works Department Organizational Study. During our analysis we found that you have a strong and very capable core of existing staff members in the department; however, we also identified several areas for consideration of potential improvements in the delivery of services to your customers.

The objective of this study was to identify possible areas for change and provide you with suggested recommendations for consideration and implementation. Our recommendations are set forth in the body of the text as well as summarized in a table at the end of the report.

Thank you for the opportunity to assist the City of South Pasadena on this important project!

Sincerely,

Tim D'Zmura PE, CBO, AICP

President

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Executive Summary

Annealta Group was retained by the City of South Pasadena to analyze and make recommendations about the Public Works Department, which is responsible for the maintenance and construction of a wide array of public infrastructure.

The Public Works Department is comprised of four divisions: Engineering & Operations, Maintenance, Water & Sustainability and Administration.

The Administration Division

- Overall supervision and coordinates all department activities, including workforce development, training, safety, environmental programs, Lighting and Landscaping Maintenance District (LLMD), solid waste, street sweeping, and graffiti abatement.
- Customer service and manages service requests (approximately 4000 service requests each year).

The Engineering & Operations Division

- Interagency Coordination (METRO, Arroyo Verdugo Communities Joint Powers Authority, San Gabriel Valley Council of Governments, Federal Highway Administration, Caltrans, CalRecyle, LA County, and neighboring jurisdictions).
- Capital Improvement Projects; Design, plan review, construction management, and inspections.
- Grants administration, and contracts award and management.
- Traffic Operations; Active Transportation and Intelligent Transportation Systems.
- Private Developments; Plan reviews, right of way improvements inspections, traffic, and environmental impact studies.
- Municipal Separate Storm Sewer System (MS4) permit compliance.
- Issuance of right of way encroachment permits (approximately 500 each year).
- Support Public Works & Mobility and Transportation Infrastructure Commissions.

The Maintenance Division

 Parks and Urban Forest Management; 92 acres of open space and 21,000 trees.

- Traffic Signals, Street Lights, and Facilities; 12 Facilities for 98,971 Sq. Ft., 932 streetlights, and 33 traffic signals.
- Streets (69 lane miles), Sidewalks (83 miles), and Traffic Control setup for special events.
- Storm Drains (117) and Sewer System (58 miles) maintenance.
- Utility Coordination.

The Water & Sustainability Division

- Water Production, Treatment, and Distribution, Delivery of safe, clean water to over 6,200 connections.
- Water Infrastructure Maintenance; consisting of eight water storage tanks, six pump stations, and 130 miles of pipelines.
- Water Resources Planning and Coordination; for short and longterm reliable water supplies.
- Water Conservation; educate, promote, and implement watersaving programs through rebates and workshops.
- Sustainability; protect the environment and natural resources through sustainable initiatives, promote and implement the City's Green Action Plan (GAP) and Climate Action Plan (CAP).

We were not able to identify a department level mission or value statement and therefore conducted this analysis within the framework of the City's Mission Statement and Core Values which are as follows:

MISSION STATEMENT

The City of South Pasadena is committed to providing effective and efficient municipal services for the community while preserving our small town character.

CORE VALUES (not in priority order)

- Honesty and Integrity
- Teamwork
- Outstanding customer service
- Responsiveness
- Open and accessible government
- Community participation
- Fiscal responsibility

Due to recent staff changes, the City of South Pasadena is seeking an independent review and assessment of the roles and responsibilities of the Public Works Department staff.

As part of this effort, Annealta Group examined the organizational structure and major management processes used by the department. We conducted individual interviews, reviewed department material and job descriptions/resumes. The scope of our work did not include an evaluation of individual staff members.

The purpose of this assessment is not to conduct an exhaustive audit of policies and procedures, but instead to provide an objective, high level management review and assessment that includes the following:

- Effectiveness of Communication between Director and staff
- Accountability within the department
- The assignment and prioritization of work
- Observations regarding organizational setup and staff utilization, both contract and in house
- The current assignment of roles and responsibilities
- Identification of team work improvements and possible longer term improvement opportunities in the organization
- Identification of opportunities and initiatives to improve the team's performance
- Potential customer service improvements
- Alignment of Department operations with City Mission Statement and Core Values

As a result of our study, this report outlines several organization structural changes including possible changes to the makeup of City Commissions currently supported by the Public Works Department, elimination of a deputy director position and several other staffing changes. The goal of these recommendations is to better position the department to serve the public and to gain greater internal efficiencies.

The report also recommends several changes to internal processes and identifies several physical improvements that we believe will assist the department. Attachment A provides a list of the recommendations contained in this report.

Background Annealta Group

Background

The City of South Pasadena has experienced a number of staff changes in the past year including several key changes within the Public Works Department. Recently, the adopted budget included two new positions: a Senior Civil Engineer and Inspector. Due to these changes, staff turnover and the re-prioritization of capital projects due to the City's success in its battle to stop the 710 Freeway extension project, the City is seeking an independent, high level review and assessment of the roles and responsibilities of the Public Works Department staff.

While internal changes have occurred in the department that affect its ability to effectively and efficiently deliver services, significant external factors have played a key role in changing the priorities and responsibilities of the department. Specifically, the City has been the recipient of significant amount of new funding for infrastructure improvements. As a result of the cessation of the 710 extension project, \$100 million in regional funding has been granted for traffic and mobility projects. Also, the City received approximately \$4.7 million of Federal Funds through the pandemic rescue fund program, a portion of which may be allocated to the department. Lastly, the Federal Infrastructure funding re-authorization will result in the City receiving a yet unknown amount of additional funding and/or provide the opportunity to apply for specific grant funding needs.

Changes in plans, programs and regulations related to the environment greatly impact the workload of the Public Works Department. Most notably is the creation and adoption of the Green Action Plan adopted by the City Council on November 20, 2019. This coupled with the Climate Action Plan adopted on December 16, 2020 created a tremendous amount of staff work required for the implementation of each plans recommendations.

Staff in the department has been faced with new challenges and responsibilities in the successful delivery of services to the public. The department is responsible for supporting three City Commissions: Public Works Commission, Mobility and Transportation Infrastructure Commission and the Natural Resources and Environmental Commission.

Background Annealta Group

The City's Public Works Department is responsible for a wide variety of tasks, all of which we could characterize as traditional for public works.

Although the purpose of this study was to identify potential improvements, it is important to note that many aspects of the City's approach to service delivery are working well. For example, the public counter at city hall is well staffed and coordinated with building and planning serving the public in one location for planning and development needs. Also, a Facility Condition Assessment was performed in 2017 and serves as an excellent reference for preparation of city facility projects for the capital improvement program.

Methodology Annealta Group

Methodology

Annealta Group used a variety of analytical and management in completing techniques in completing this project. We reviewed documents and met with staff to obtain information about operations and functions. Each is described briefly below.

Document Review

To gain an understanding of the roles and responsibilities, Annealta Group reviewed current organization charts, job descriptions, resumes and budget information. In addition, we examined the City's adopted budget, information available on the City's website, and other publicly available information.

Interviews

Annealta Group conducted six individual interviews with department staff as well as meeting with the director. The purpose of the interviews was to gain an understanding of the roles and responsibilities. The interviews were helpful in gaining insight into the day-to-day operations as well as current issues facing the department.

Public Works Department

The responsibilities assigned to the Public Works Department varies from city to city depending on local conditions and business practice approach by city management. Generally, Public Works includes the following core areas of responsibility: Capital Project Delivery, Street Maintenance including signals, stripping & signing, Refuse & Recycling, Sewer and Storm Drain. Additional areas of responsibility for the South Pasadena Department include Water and Parks Maintenance. We did not identify any non-traditional responsibilities performed by the department.

We were not able to identify an adopted Capital Improvement Program. We understand that a program is being drafted and were provided a copy of the draft document.

According to the City's adopted budget:

"The City maintains a long-range fiscal perspective through the use of a Capital Improvement Program to maintain the quality of City infrastructure, including streets, sidewalks, sewers, drains, lighting, buildings, parks, and trees. The City Council adopts capital projects budgets and may modify appropriations with majority approval. All changes in appropriations at the fund level during the year must be submitted to the City Council for approval. Beginning in FY 2013/14, the City's goal has been to commit a minimum of \$2,000,000 per year towards street improvements. This amount has fluctuated based upon available resources. For Fiscal Year 2022, a total of \$2,000,000 has been budgeted from Fund 104, Street Improvement reserves, and additional funding for street improvements have been budgeted using Prop C funds."

♣ Recommendation #1 – Create, adopt and publish a minimum 5-year Capital Improvement Program in conjunction with budget adoption process each year (reference - Government Code Section 65403).

We were not able to locate any service delivery metrics for the department. For example, number of pot holes patched, trees trimmed, etc. within a given service period, typically for a given fiscal year. Tracking of key performance indicators (KPIs) and reviewing trends will assist in maintaining proper levels of staffing and contract support services.

♣ Recommendation #2 – Create, adopt and publish department KPI metrics in conjunction with budget adoption process each year.

Organizational Staffing and Structure

Staffing

The Public Works Department is led by the Public Works Director and two (2) Deputy Public Works Director. One Deputy is over Water and Sustainability and the other Deputy is charged with the responsibility of the Engineering and Maintenance divisions. At the time of the preparation of this report, there are thirty-five (35) authorized full time positions, seven (7) of which were vacant. This equates to a vacancy rate of 20% which is high and very impactful to the delivery of services. The vacant positions consist of the following:

- Senior Civil Engineer
- Associate Civil Engineer
- Public Works Operations Manager
- Maintenance Worker
- Public Works Inspector
- Public Works Intern (2)

A department of this small size and variety of duties and responsibilities requires a strong, hands-on leader who is able to communicate with the residents, CityManager and City Council about issues and priorities and take responsibility for communicating information from the City Manager and City Council to staff. As such, this individual should ensure that priorities are set, schedules are monitored and that the quality of work remains high. During the interviews, we learned that internal communication could be more formalized and conducted on a more regular basis. Given the recent staff changes and reassignment of responsibilities, the need for additional lateral and vertical communication within the department is critical. We learned that all-hands department meetings ceased as of August. We also learned that 1 on 1 meetings are not consistent for the management team in the department. Additionally, the department is not represented on a consistent basis at Executive Team Meetings.

♣ Recommendation #3 – Establish and maintain monthly all-hands department meetings. Establish and maintain weekly 1 on 1 meetings for Director level through Supervisor level. Director must attend all Executive Team Meetings.

A consistent comment throughout the interviews was the lack of support staff to assist in the completion of administrative work - the majority of which we identified to be at the analyst level. For example, management and supervisor level staff are spending time drafting, administering and processing requests for proposals (RFPs) and the resulting contracts/agreements. Several staff members expressed frustration that Finance was not assisting with this task. It is our opinion the Public Works Department would be best served by having additional Management Analyst positions dedicated to the delivery of services such as this example provided. With additional support staff in place, managers and supervisors will be freed up to perform more of the duties that they have been hired to perform including many of the recommendations included in this report.

Additionally, based on the size of the department and comparing the City to others of a similar size, it would appear unwarranted to have two Deputy Directors.

- Recommendation #4 Eliminate one of the Deputy Director positions.
- Recommendation #5 Add two (2) new Management
 Analyst positions in the department.

The factor that we identified as most impactful to the Department's ability to deliver services, was the level of support required to meet the expectations of the Commissions supported by Public Works. The Public Works Commission, Mobility and Transportation Infrastructure Commission and the Natural Resources and Environmental Commission, all have adopted work plans for calendar year 2021 (See attachment B for the current work plans). Each work plan contains a number of tasks for the year, task which are the responsibility of the public works staff serving the respective commissions. We realize this issue was recently reviewed in February of 2020, but it appears that opinion was not unanimous on the best way to proceed. Re-visiting how the February 2020 changes are working would appear to be appropriate and timely as part of the Fiscal year 2022-23 budget cycle.

We also learned that the Director does not regularly attend the Commission meetings. Given the importance of the assigned duties and responsibility of the Commissions and to ensure good communication and implementation of City Council and City Manager directives, it our opinion that the Director should be present at each of the Commission meetings.

The Commission work plans should be developed at the same time as the budget is developed each year so that staff/consultant resources can (1) be appropriately adjusted as needed for the proposed work plan or (2) communicated as a limiting factor as to the curtailing of work plan goals. The current practice of creating the work plans each calendar year and not as part of the budget process places added pressure on department staff should the work plans not be aligned with available resources.

- ♣ Recommendation #6 Require that the Director attend all Commission meetings.
- * Recommendation #7 Re-visit the need for all three (3) of the Commissions supported by the Public Works Department. Consider consolidating the Public Works Commission and Mobility and Transportation Infrastructure Commission into one Commission.
- Recommendation #8 Develop Commission work plans for the fiscal year - not the calendar year - as part of the budget development process each year.

Structure

Structural coordination is important in any organization's ability to effectively carry out its desired mission. Coordination is, by definition, the harmonious functioning of parts for effective results. For example, for a professional baseball player to hit a ball, his eyes must follow the trajectory of the pitched ball, his arms and hands must move in a fashion that meets the recognized trajectory and his muscles must support the desired movement at the moment of impact. In a professional business organization, coordination is defined as the process of organizing people or groups so that they work together properly and well.

Figure 1 shows the current organization of the Public Works Department. Responsibilities are divided between four division with two divisions reporting to a Deputy Director, one to a Deputy Director and one to the Director. The division with the widest span of responsibility is the Water & Sustainability Division due to its assigned areas including potable water production & distribution, water conservation, sustainability including the Green Action Plan and the Climate Action Plan and supporting the Public Works Commission and the Natural Resources and Environmental Commission. The delivery of the Capital Improvement Program rests with the Engineering Division.

During interviews we heard some concern expressed over the division of duties and the ability of the assigned staff to effectively carry out said duties. Concerns were also expressed about adequate support staff resources such as assistants and analysts. Further analyses revealed insufficient resources to meet the demands placed on the department. In light of this and considering the potential for the staffing changes as outlined in recommendations #4 and #5, a change would appear warranted.

* Recommendation #9 – Reduce the number of divisions in the department from four (4) to three (3). Reallocate existing staff and allocate new staff as depicted in Figure 2. Reallocate functional responsibilities as shown in Figure 3.

Given the issues identified during our interviews, a revised organizational structure will likely result in improved levels of service. Figure 2 shows a revised organization structure with an emphasis in aligning resources with the priority responsibilities of the department. The advantages of this approach include the following:

✓ Having one (1) Director and one (1) Deputy Director over all divisions will provide an opportunity for clarity and consistency in the overall management of the department.

✓ The approach permits the Director to focus on the area(s) of priority as needed in the organization. The current priority would appear to be the successful delivery of the CIP as executed by the Engineering Division. While the Maintenance Division and Water & Sustainability Divisions would continue to be led by operations managers, the Engineering Division should be led by the Director position. Given the size of the division we do not see any span of control issues in proceeding in this manner. Aligning the responsibility for the successful delivery of the CIP with the department Director we see as critical to the success of the department meeting management's expectations.

The disadvantages of this approach include the following:

✓ The changes recommended are not significant, however, implementing functional changes may result in short term confusion over the areas of responsibility and execution of assignments.

Figure 1. Current Organization Chart

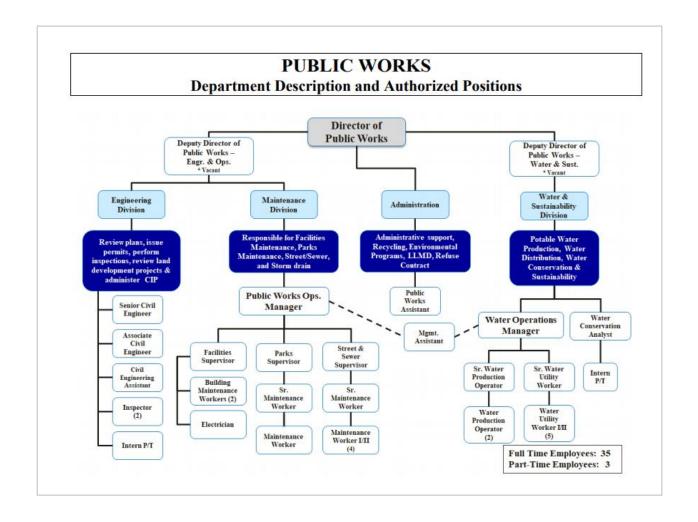
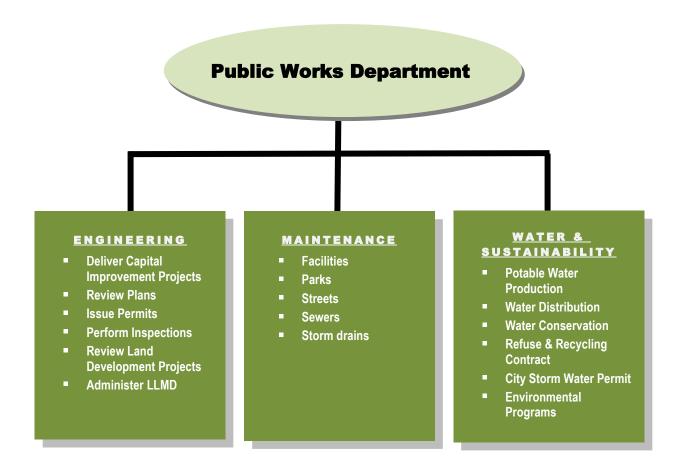


Figure 2. Proposed Organization Chart

PUBLIC WORKS - PROPOSED STRUCTURE Director of Public Works Public Works Management Assistant Analyst (New) **Deputy Director of Public Works** Management Analyst (New) Water & Engineering Division Senior Civil Public Works Water Operations Water Engineer Operations Manager Conservation Manager Civil Engineering Management Assistant Assistant Sr. Water Production Intern P/T Associate Civil Operator Engineer Street & Sewer Facilities Parks Supervisor Sr. Water Utility Supervisor Supervisor Civil Engineering Worker Assistant Building Maintenance Sr. Maintenance Sr. Maintenance Water Production Inspector (2) Workers (2) Worker Worker Operator (2) Electrician Maintenance Maintenance Intern P/T Water Utility Worker Worker Worker I/II (4) 1/11 (5)

Full Time Employees: 36 Part Time Employees: 2 Positions Eliminated: 1 Deputy Director of PW Positions Added: 2 Management Analysts

Figure 3. Recommended Functional Structure for the Public Works Department



Physical Support - PP&E

Property, plant, and equipment (PP&E) are long-term assets vital to business operations and the long-term financial health of a city. In order to best serve the department's customers, physical systems and structures must be in place and aligned with the department's mission and values. The scope of our assignment did not include an evaluation of the department's equipment.

The Public Works Department is currently housed in three (3) different facilities. They are as follows:

- ✓ City Hall, 1414 Mission Street Approximately seven (7) staff members. This location is the only location that Public Works is open to the public. The counter service hours are coordinated with and physically connected to the planning and building department counter services.
- ✓ Public Works Yard, 825 Mission Street Approximately twenty (20) staff members.
- ✓ Water Distribution Facility, 346 Garfield Avenue Approximately ten (10) staff members.

We understand that there currently is insufficient space available at city hall for community development needs. The second stories of both the Public Works Yard and Water Distribution Facility have space available for build out of additional offices. Tenant improvements would need to budgeted for, designed and built in order to accommodate new work spaces. In order to free up space at city hall, it is recommended that the Director and Engineering Division be re-located to the Water Distribution Facility. We do not recommend the relocation of public counter services. Engineering should maintain and staff a location at city hall to serve the public counter. This could be done on a rotating schedule basis for appropriate level staff as determined by the Director.

Recommendation #10: Re-house the Engineering Division at the Water Distribution Facility. Also, during our field review of the public works facilities it was noted that the Public Works Yard, 825 Mission Street, is not protected by security gates. The Water Distribution Facility, 346 Garfield Avenue is protected by secure gates that are openable with key cards.

A Recommendation #11: Install operable security gates at the Public Works Yard, 825 Mission Street, similar to the gates installed at the Water Distribution Facility.

Conclusion Annealta Group

Conclusion

The City of South Pasadena Public Works Department has a solid foundation from which to build from as it continues to adapt to changing external factors. The successful implementation of the recommendations in this report will result in a higher level of service to the community and greater internal efficiencies.

The proposed changes in the organizational structure will result in improved internal communications and clarity of roles and duties. An emphasis on training and staff development will also assist greatly as staff members take on new responsibilities.

Attachment A: List of Recommendations

- ♣ Recommendation #1 Create, adopt and publish a minimum 5-year Capital Improvement Program in conjunction with budget adoption process each year (reference Government Code Section 65403).
- ♣ Recommendation #2 Create, adopt and publish department KPI metrics in conjunction with budget adoption process each year.
- ♣ Recommendation #3 Establish and maintain monthly all-hands department meetings. Establish and maintain weekly 1 on 1 meetings for Director level through Supervisor level. Director must attend all Executive Team Meetings.
- * Recommendation #4 Eliminate one of the Deputy Director positions.
- **♣** Recommendation #5 Add two (2) new Management Analyst positions in the department.
- **♣** Recommendation #6 Require that the Director attend all Commission meetings.
- * Recommendation #7 Re-visit the need for all three (3) of the Commissions supported by the Public Works Department. Consider consolidating the Public Works Commission and Mobility <u>and</u> Transportation Infrastructure Commission into one Commission.
- Recommendation #8 Develop Commission work plans for the fiscal year not the calendar year as part of the budget development process each year.
- * Recommendation #9 Reduce the number of divisions in the department from four (4) to three (3). Reallocate existing staff and allocate new staff as depicted in Figure 2. Reallocate functional responsibilities as shown in Figure 3.
- ♣ Recommendation #10: Re-house the Engineering Division at the Water Distribution Facility.
- * Recommendation #11: Install operable security gates at the Public Works Yard, 825 Mission Street, similar to the gates installed at the Water Distribution Facility.

Attachment B: Commission Work Plans (2021)

- ♣ Mobility and Transportation Infrastructure
- Public Works Commission
- ♣ Natural Resources and Environmental

Mobility and Transportation Infrastructure Commission 2021 Work Plan



Objective	Tasks and Activities	Lead Person(s)	Timeline	Desired Outcome
	Private Development Project briefing from Planning	Planning Staff	January 2021	Update on Planning Development Projects
	Staff Briefing and Discussion: Fremont Avenue grant and projects	Staff Liaison		Briefing on grant opportunities for Fremont Avenue
	Action: 2021 Work Plan and 2020 Annual Report	Staff Liaison & Commission		Review and Approve MTIC 2021 Work Plan and 2020 Annual Report
	Action: Elect a Chair and Vice Chair	Staff Liaison & Commission	February 2021	Elect MTIC Chair and Vice Chair
	Action: COVID-19 Ad Hoc Committee	Commission		Selection of Commissioners
	Discussion: Measure M Projects	Staff Liaison & Commission		Discuss the Measure M projects.
	Discussion: Ramona Traffic Study			Discuss Ramona Traffic Study
	Staff Briefing: Update on Measure R Projects	Staff Liaison		Update on status of the project.
	Discussion: Preferential Parking Policy	Staff Liaison & Commission	March 2021	Develop a preferential parking policy.
	Update on implementation of NTMP	Staff Liaison		Update on NTMP
	Update on implementation of Meridian Avenue traffic management measures	Staff Liaison		Update on status
	Staff Briefing: Rogan Fund Project Update (Information Item)	Staff Liaison	April 2021	Update on current status of the project

Continue Discussion on Measure M Projects	Staff Liaison		Continue discussion on Measure M projects.
Discussion: Fremont Avenue projects	Staff Liaison		Continue discussion on proposed projects to implement with grant funds.
Presentation: Transportation & CIP Project Overview (Information Item)	Staff Liaison	May 2021	Staff Presentation on current Transportation Projects and CIP Projects under the MTIC purview.
Private Development Project briefing from Planning	Planning Staff		Update on Planning Development Projects.
Action: Draft SB1 Street Resolution	Staff Liaison & Commission	June 2021	Review and recommend that City Council adopt the SB1 resolution (deadline for City Council approval is July 15, 2020)
Continued discussion on Preferential Parking Policy	Staff Liaison		Continue discussion.
COVID-19 Update	Staff Liaison		Update on COVID-19 Measures
CIP Transportation Projects Status Update	Staff Liaison	July 2021	Update on CIP Transportation Projects
Action: Selection of Measure M Projects	Staff Liaison & Commission		Recommend to City Council
Measure R Project Update	Staff Liaison		Update on Measure R Projects
Discussion: Fremont Avenue projects	Staff Liaison	August 2021	Continue discussion on proposed projects to implement with grant funds.
Private Development Project briefing from Planning	Planning Staff		Update on Private Development Projects
Measure M Projects	Staff Liaison	September 2021	Update on current status of the projects
Update on implementation of NTMP	Staff Liaison		Update on NTMP
Staff Briefing: Rogan Fund Project Update (Information Item)	Staff Liaison	October 2021	Update on current status of the project
Cal Recycle Grant Update	Staff Liaison	November 2021	Cal Recycle Grant
Discussion: Review 2022 Work Plan	Staff Liaison & Commission	December 2021	Review 2022 Work Plan
Discussion: Review 2021 Accomplishments	Staff Liaison		Review 2021 Accomplishments

Attachment C: City Council Staff Report of February 5, 2020



City Council Agenda Report

ITEM NO. 15

DATE:

February 5, 2020

FROM:

Stephanie DeWolfe, City Manager

PREPARED BY:

Shahid Abbas, Director of Public Works

Kristine Courdy, Deputy Director of Public Works

SUBJECT:

Approve the First Reading and Introduction of Two Ordinances: 1) Restructure the Freeway and Transportation Commission to Create the Mobility and Transportation Infrastructure Commission with Updated Responsibilities; and 2) Restructure the Public Works

Commission with Updated Roles and Responsibilities

Recommendation

It is recommended that the City Council:

- 1) Read by title only for first reading, waiving further reading, and introduce an Ordinance to repeal Article IVD (Freeway and Transportation Commission) of Chapter 2 "Administration" of the South Pasadena Municipal Code (SPMC) and add a new Article IVD (Mobility and Transportation Infrastructure Commission) to SPMC Chapter 2 to restructure the Freeway and Transportation Commission (FTC) to create the Mobility and Transportation Infrastructure Commission (MTIC) with updated roles and responsibilities to focus on mobility policy and transportation infrastructure; and
- 2) Read by title only for first reading, waiving further reading, and introduce an Ordinance to repeal Article IVK (Public Works Commission) of SPMC Chapter 2 "Administration" and add a new Article IVK (Public Works Commission) to restructure the Public Works Commission (PWC) with updated roles and responsibilities to focus on nontransportation infrastructure including water, sewer, stormwater, buildings, and City facilities.

Executive Summary

The City of South Pasadena is at a crossroads in terms of mobility and transportation. After more than 60 years of struggling with potential impacts of the State Route 710 (SR-710) (freeway, and little investment in street infrastructure or technology during that time, the freeway is now dead. For the first time in decades, the City is in a position to consider the future of mobility without the freeway dividing and impacting the City. At the same time, almost \$100 million in regional funding has been granted to the City for traffic and mobility projects. This creates a landmark opportunity for the City to not only envision, but implement, a new mobility blueprint for the community that anticipates and plans for the needs and desires of future generations.

At this juncture, the development of an overarching mobility strategy, and associated community engagement, is a critical framework needed to define allocation of current and future dollars. This unprecedented opportunity to create a comprehensive vision that will drive the City's mobility, land use and economic future. While numerous studies have been conducted over the past several decades, those studies must be knit together, and in some cases updated, to create a current definition of objectives and priorities.

The City has had a FTC charged with oversight of all things related to the now-dead freeway, and a PWC charged with oversight of major street construction projects. The scope of each is somewhat narrow and focused on specific issues that were of concern at the time the commissions were formed. The City now finds itself in a new position, needing broad policy support regarding the creation of a framework to guide the expenditure of an extraordinary amount of grant funding. As currently stated in the City's Municipal Code, this task does not fall within the purview of either commission.

At Councils direction, staff is proposing to restructure both the FTC and PWC to have clearly defined roles and responsibilities that do not overlap. The FTC would be restructured to create the Mobility and Transportation Infrastructure Commission (MTIC) to include a broader focus on mobility policy and transportation infrastructure. The PWC would be restructured to focus on non-transportation infrastructure including water, sewer, stormwater, buildings and city facilities. This alternative retains the current composition of both commissions, while still effectively generating a cohesive framework for future mobility and infrastructure planning.

Commission Review and Recommendation

On June 19, 2019, the Council established an Ad Hoc Committee comprised of Mayor Khubesrian, Councilmember Schneider, FTC Chair Nuckols, and PWC Vice-Chair Abelson to explore the possibility of merging the two commissions to address the overlapping roles and responsibilities of the two commissions.

On October 16, 2019, the Ad Hoc Committee met to discuss the potential FTC and PWC merger. There was consensus regarding the need for citizen oversight, however, the Ad Hoc Committee was split on the decision to merge. Following the Ad Hoc Committee, the FTC and PWC met in a special joint meeting to discuss the potential merger of the two commissions. The commissions were split on the decision whether to merge or to remain as two separate commissions (4-4).

On November 19, 2019, the Ad Hoc Committee met to discuss the purview of both commissions. The Ad Hoc Committee agreed that both commissions provide valuable policy recommendations to the Council and the Ad Hoc Committee recommended keeping the PWC as a permanent commission. In order to address the overlap between the commission purviews, the Ad Hoc Committee suggested that the PWC should provide policy oversight over large local projects (Capital Improvement Plan, Measure M Multi-year Subregional Plan, and mobility initiatives) and the FTC should provide oversight over regional and legislative issues related to mobility and transportation items surrounding the SR-710.

Discussion/Analysis

The original intent of the FTC was to provide support to the City Council regarding the fight against the SR-710. On October 12, 2019, Governor Newsom signed Assembly Bill 29 (Holden) and Senate Bill 7 (Portantino) to remove the SR-710 from the State Streets and Highway Code and deem the SR-710 North Project Freeway Alternatives as infeasible. The PWC was established seven years ago for oversight of large capital improvement projects, an outgrowth of specific concern with construction on Fair Oaks Avenue. Both commissions have successfully accomplished the goals set forth by the City Council.

At this juncture however, the City now finds itself in a new position, needing broad policy support regarding the creation of a framework to guide the expenditure of an extraordinary amount of grant funding. As currently stated in the City's Municipal Code, this task does not fall within the purview of either commission.

In the Municipal Code, the PWC was initially set to sunset in November of 2018. Prior to that date, City Council discussed the potential merger of the commissions, rather than a sunset of PWC, in the context of the lack of a future role for the FTC once the freeway was dead. Although there was consensus regarding a need to reexamine the commission structure, council determined that it was too early to consider because final action on the freeway was still pending. The Council voted at that time to extend the sunset date of the PWC to December 31, 2019. On December 4, 2019, council discussed the issue and directed staff to return on December 18, 2019 with an outline of potential alternatives.

On December 18, 2019, staff presented, and the City Council considered, two alternatives: 1) Merge the two commissions to establish a Mobility and Infrastructure Commission (MIC); or 2) establish the PWC as a permanent commission and establish clear roles and responsibilities for each of the two commissions. The City Council also discussed a modified second alternative which included restructuring the FTC as the Mobility and Transportation Infrastructure Commission (MTIC) to include a broader focus on mobility policy and transportation infrastructure and restructuring the PWC to focus on non-transportation infrastructure including water, sewer, stormwater, buildings and city facilities. The City Council directed Staff to bring back an updated staff report with further information on this alternative. Below is a discussion of the roles and responsibilities of each commission as requested by the Council.

Mobility and Transportation Infrastructure Commission (MTIC)

The FTC would be restructured as the MTIC, expanding its purview to include a broader focus on mobility policy and transportation infrastructure, including the development of a framework for expenditure of the \$100 million in transportation grant funding. All mobility and transportation policy would be consolidated under one advisory body, eliminating overlap and friction between the FTC and PWC.

Metro and Caltrans have recently discussed the need for the City to complete a feasibility study of the corridor to provide data and analysis that supports implementation of specific projects such as the proposed State Route 110 Hook Ramp project. This feasibility analysis will likely

generate multiple technical options that may or may not align with prior studies and will need to be weighed in consideration of current community priorities and funding availability. In addition to the regional transportation funding opportunities, the City is currently undertaking major planning efforts such as the development of long-term Capital Improvement Program (CIP), Neighborhood Traffic Management Plan, Pavement Management Information System Plan, and has a pending grant application for an Active Transportation Plan. All of these plans are interconnected and complement each other.

The new MTIC would be established for the purpose of advising the City Council on policy matters regarding traffic, multi-modal transportation, new transportation technologies, and transportation infrastructure. As proposed, the MTIC would have the following roles and responsibilities:

- Advise the City Council on policy matters related to transportation and mobility including traffic management plans, transit, multi-modal transportation and active transportation, evolving transportation and mobility technologies, parking management, and regional transportation matters;
- Advise the City Council on regional transportation funding and planning;
- Provide input on mobility and transportation policies such as the transportation related CIP items, Neighborhood Traffic Management Plan, Active Transportation Plan, etc.; and
- Provide a forum for community input on mobility topics.

A single commission with a new focus on guiding mobility policy and community engagement may be the most effective structure to meet these pressing needs. Having one commission to link these components together and advise the City Council on mobility and transportation infrastructure policy matters is prudent and an effective way to oversee an integrated process.

Public Works Commission (PWC)

The Public Works Commission (PWC) would be restructured to focus on non-transportation infrastructure including water, sewer, stormwater, buildings and city facilities. The restructured PWC would advise on the integrated water/wastewater plan and non-transportation portions of the CIP. This structure would allow for a new focus on non-transportation infrastructure and policy that is currently secondary under the existing commission structure. In addition, water utility management and stormwater are not within the scope of any city commission, but new focus and funding at the local and state level in these areas is likely to present a number of critical policy issues that would benefit from commission perspective. As proposed, the PWC would have the following roles and responsibilities:

- Advise the City Council on policy matters related non-transportation infrastructure including water, sewer, stormwater, buildings and city facilities.
- Advise the City Council on regional non-transportation infrastructure funding and planning.

- Advise the City Council on policy matters related to utility management including water, sewer and stormwater.
- Provide input on infrastructure policies and plans such as the utility and infrastructure CIP items (non-transportation), Integrated Water and Wastewater Resource Management Plan, Safe Clean Water and Measure W Plans, Facility Assessment Plan, etc.; and
- Provide a forum for community input on infrastructure topics.

Due to the long-term nature of utility and infrastructure planning and projects, staff would recommend that the PWC meet bi-monthly with the provision that special meetings can be scheduled if needed.

MTIC and PWC Composition of Members

Due to the technical nature of the proposed MTIC and PWC, it is proposed that the City make a concerted effort to recruit members with technical expertise:

<u>MTIC</u>: All members shall have an expressed interest in and knowledge of mobility policy, multi-modal transportation, and transportation infrastructure. The City shall make a concerted effort to recruit at least one registered civil engineer or traffic engineer with an active license, and professionals with expertise in other areas such as traffic engineering, mobility planning, transportation infrastructure, contracting or construction, construction law, or construction management and inspection.

<u>PWC</u>: All members shall have an expressed interest in and knowledge of public works projects, methods and procedures. The City shall make a concerted effort to recruit at least one registered civil engineer with an active license, and professionals with expertise in other areas such as utilities, structural engineering, architecture, landscape architecture, stormwater, contracting or construction, construction law, or construction management and inspection.

The SPMC would be updated to include new sections for each commission effectively creating two new commissions. The initial composition of the commission shall consist of one member being appointed by each councilmember and their term lengths will be staggered as follows: one member will serve one three-year term; two members will serve one year and then be eligible for one additional three-year term; and the remaining two members will serve two years and then be eligible for one additional three-year term. Future appointments will be made by the mayor pursuant to SPMC 2.23 (Composition, appointment and removal of members).

Background

The PWC was formed on November 7, 2012, for a period of six years and was set to sunset on November 7, 2018. In September 19, 2018, the Council adopted Ordinance No. 2324 to extend the sunset of the PWC by an additional year, to sunset on December 31, 2019. In November 2018, to address the overlap in roles and responsibilities between the PWC and FTC, the City Council considered merging the PWC and FTC. At that time the State of California legislation

regarding the SR-710 was not finalized, therefore the Council directed staff to return in one year with recommendations regarding merging the two commissions. On June 19, 2019, the City Council established an Ad Hoc Committee to explore the possibility of merging the two commissions. The Ad Hoc Committee has had several meetings and discussions regarding this matter. Several alternatives have been discussed regarding the two commissions, whether to merge into one commission or remain as two separate commissions.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

There is no fiscal impact.

Public Notification of Agenda Item

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

Attachments:

- 1) Ordinance to Establish the Mobility and Transportation Infrastructure Commission
- 2) Ordinance to Establish the new Public Works Commission

ATTACHMENT 1

Ordinance to establish a Mobility and Transportation Infrastructure Commission

ORDINANCE NO.____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA REPEALING ARTICLE IVD (FREEWAY AND TRANSPORTATION COMMISSION) AND ADDING A NEW ARTICLE IVD (MOBILITY AND TRANSPORTATION INFRASTRUCTURE COMMISSION) OF THE SOUTH PASADENA MUNICIPAL CODE

SECTION 1. Article IVD (Freeway and Transportation Commission), Sections 2.47 through 2.50, is repealed.

SECTION 2. A new and renumbered Article IVD (Mobility and Transportation Infrastructure Commission), Sections 2.47-1 through 2.47-5, is added to Chapter 2 (Administration) to read as follows:

"ARTICLE IVD. MOBILITY AND TRANSPORTATION INFRASTRUCTURE COMMISSION

2.47-1 Creation.

There is hereby created a five-member Mobility and Transportation Infrastructure Commission.

2.47-2 Responsibilities.

It shall be the responsibility of the Mobility and Transportation Infrastructure Commission to serve in an advisory capacity to the city council, as directed by the city council or city manager, on policies regarding:

- (a) Mobility policy matters related to transportation and mobility including traffic management plans, transit, multi-modal transportation and active transportation, evolving transportation and mobility technologies, parking management, and regional transportation matters;
- (b) Regional transportation funding and planning;
- (c) Input on mobility and transportation policies such as the transportation related CIP items, Neighborhood Traffic Management Plan, Active Transportation Plan, etc.; and
- (d) A forum for community input on mobility topics.

2.47-3 Limitations.

The Mobility and Transportation Infrastructure Commission may discharge its responsibilities in the manner and means selected by it, except as follows:

(a) Unless expressly authorized to do so by the city council, it shall not represent itself to be, nor in any way act for or on behalf of the city council, nor shall it commit the officers, employees or staff of the city in any manner to any course of

- action; to the contrary, it shall act as a study center and clearinghouse for advisory action to the city council; and
- (b) It shall not encroach upon any area preempted by state or federal law; and
- (c) It shall forward all of its findings and recommendations to the city manager and the city council prior to public release.

2.47-4 Composition of members.

- (a) The initial composition of the commission shall consist of one member being appointed by each councilmember and their term lengths will be staggered as follows: one member will serve one three-year term; two members will serve one year and then be eligible for one additional three-year term; and the remaining two members will serve two years and then be eligible for one additional three-year term. Future appointments will be made by the mayor pursuant to SPMC 2.23 (Composition, appointment and removal of members).
- (b) All members shall have an expressed interest in and knowledge of mobility policy, multi-modal transportation, and transportation infrastructure. The city shall make a concerted effort to recruit at least one registered civil engineer or traffic engineer with an active license, and professionals with expertise in other areas such as traffic engineering, mobility planning, transportation infrastructure, contracting or construction, construction law, or construction management and inspection.

2.47-5 Meetings.

The Mobility and Transportation Infrastructure Commission shall hold up to one regular meeting each month. The chair may call for a special meeting if needed with concurrence of the commission."

SECTION 3. SEVERABILITY. If any provision, section, paragraph, sentence or word of this ordinance, or the application thereof to any person or circumstance, is rendered or declared invalid by any court of competent jurisdiction, the remaining provisions, sections, paragraphs, sentences or words of this ordinance, and their application to other persons or circumstances, shall not be affected thereby and shall remain in full force and effect and, to that end, the provisions of this ordinance are severable.

SECTION 4. CEQA. This ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. Section 15378(b)(5) as an agency organizational or administrative activity that produces no physical changes to the environment.

SECTION 5. EFFECTIVE DATE. This ordinance shall take effect thirty days after its passage and adoption pursuant to California Government Code Section 36937.

SECTION 6. This ordinance shall take effect thirty (30) days after its final passage and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall

certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

PASSED, APPROVED, AND ADOPTED this 19th day of February, 2020.

	Robert S. Joe, Mayor
ATTEST:	APPROVED AS TO FORM:
Evelyn G. Zneimer, City Clerk (seal)	Teresa L. Highsmith, City Attorney
Date:	
II	
<i>\\</i>	
	regoing ordinance was duly adopted by the City Council of , at a regular meeting held on the 19 th day of February,
AYES:	
NOES:	
ABSENT: ABSTAINED:	
Evelyn G. Zneimer, City Clerk (seal)	

ATTACHMENT 2

Ordinance to establish the new Public Works Commission

ORDINANCE NO.____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA REPEALING ARTICLE IVK (PUBLIC WORKS COMMISSION) AND ADDING A NEW ARTICLE IVK (PUBLIC WORKS COMMISSION) OF THE SOUTH PASADENA MUNICIPAL CODE

SECTION 1. Article IVK (Public Works Commission), Sections 2.79-1 through 2.79-6, is repealed.

SECTION 2. A new and renumbered Article IVK (Public Works Commission), Sections 2.79-1 through 2.79-5, is added to Chapter 2 (Administration) to read as follows:

"ARTICLE IVK. PUBLIC WORKS COMMISSION

2.79-1 Creation.

There is hereby created a five-member Public Works Commission.

2.79-2 Responsibilities.

It shall be the responsibility of the Public Works Commission to serve in an advisory capacity to the city council, as directed by the city council or city manager, on policies regarding:

- (a) Policy matters related to non-transportation infrastructure including water, sewer, stormwater, buildings and city facilities;
- (b) Regional non-transportation infrastructure funding and planning;
- (c) Utility management including water, sewer and stormwater;
- (d) Input on infrastructure policies and plans such as the utility and infrastructure CIP items (non-transportation), Integrated Water and Wastewater Resource Management Plan, Safe Clean Water and Measure W Plans, Facility Assessment Plan, etc.; and
- (e) A forum for community input on infrastructure topics.

2.79-3 Limitations.

The Public Works Commission may discharge its responsibilities in the manner and means selected by it, except as follows:

- (a) Unless expressly authorized to do so by the city council, it shall not represent itself to be, nor in any way act for or on behalf of the city council, nor shall it commit the officers, employees or staff of the city in any manner to any course of action; to the contrary, it shall act as a study center and clearinghouse for advisory action to the city council; and
- (b) It shall not encroach upon any area preempted by state or federal law; and

(c) It shall forward all of its findings and recommendations to the city manager and the city council prior to public release.

2.79-4 Composition of members.

- (a) The initial composition of the commission shall consist of one member being appointed by each councilmember and their term lengths will be staggered as follows: one member will serve one three-year term; two members will serve one year and then be eligible for one additional three-year term; and the remaining two members will serve two years and then be eligible for one additional three-year term. Future appointments will be made by the mayor pursuant to SPMC 2.23 (Composition, appointment and removal of members).
- (b) All members shall have an expressed interest in and knowledge of public works projects, methods and procedures. The city shall make a concerted effort to recruit at least one registered civil engineer with an active license, and professionals with expertise in other areas such as utilities, structural engineering, architecture, landscape architecture, stormwater, contracting or construction, construction law, or construction management and inspection.

2.79-5 Meetings.

The Public Works Commission shall hold up to one regular meeting every other month. The chair may call for a special meeting if needed with concurrence of the commission."

SECTION 3. SEVERABILITY. If any provision, section, paragraph, sentence or word of this ordinance, or the application thereof to any person or circumstance, is rendered or declared invalid by any court of competent jurisdiction, the remaining provisions, sections, paragraphs, sentences or words of this ordinance, and their application to other persons or circumstances, shall not be affected thereby and shall remain in full force and effect and, to that end, the provisions of this ordinance are severable.

SECTION 4. CEQA. This ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. Section 15378(b)(5) as an agency organizational or administrative activity that produces no physical changes to the environment.

SECTION 5. EFFECTIVE DATE. This ordinance shall take effect thirty days after its passage and adoption pursuant to California Government Code Section 36937.

SECTION 6. This ordinance shall take effect thirty (30) days after its final passage and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

PASSED, APPROVED, AND ADOPTED this 19th day of February, 2020.

	Robert S. Joe, Mayor
ATTEST:	APPROVED AS TO FORM:
Evelyn G. Zneimer, City Clerk (seal)	Teresa L. Highsmith, City Attorney
Date:	
11	
<i>\\</i>	
	regoing ordinance was duly adopted by the City Council of at a regular meeting held on the 19 th day of February,
AYES:	
NOES:	
ABSENT: ABSTAINED:	
Evelyn G. Zneimer, City Clerk (seal)	



City Council Agenda Report

ITEM NO. 20

DATE:

December 15, 2021

FROM:

Arminé Chaparyan, City Manager

PREPARED BY:

Lucy Demirjian, Management Services Director

SUBJECT:

Approval of 2021-2026 Strategic Plan

Recommendation Action

It is recommended that the City Council approve the City's Strategic Plan for 2021-2026.

Background

In June 2021, in light of significant social and economic changes, and with the hiring of a new City Manager, the City Council requested a comprehensive strategic planning and visioning process for the community. Patrick Ibarra, Co-founder and Partner of Mejorando Group, was selected to assist the City in the strategic planning process and facilitation. The process began with extensive outreach to stakeholders, including three virtual focus group discussions held on September 9 and September 22, with over 30 participants. In mid-September, a public survey was released to gather community input on strategic priorities. The online survey received 385 responses, equivalent to 19.3 hours of public comment.

The City Council held a two-day strategic planning session on October 8 and 9, 2021. The insight from stakeholders helped inform the Council's strategic planning workshop session to identify 5-year goals and objectives.

The City's Executive Team met to establish target delivery dates for the objectives which will be included in each department's workplan with defined milestones and benchmarks. The goals and objectives may be adjusted in order to balance additional needs of the city and available resources.

Discussion/Analysis

The Strategic Plan provides a comprehensive framework of priorities set by City Council. In addition to forming a renewed community vision, the strategic plan establishes priorities and clear goals to lead the organization in realizing the vision for the community through teamwork, creativity and fiscal responsibility.

During the strategic planning retreat held in October, the City Council developed a new vision statement:

Strategic Plan 2021-2026 December 15, 2021 Page 2 of 3

"We are a culturally and economically diverse, and fiercely independent community that cherishes creativity, education and our small-town character, committed to building a more just and environmentally and financially sustainable future."

The goal of the Strategic Plan is to ensure maximum alignment between City resources and activities, City Council's policy direction, community interests, and customer service expectations. The Plan identifies strategies and initiatives to support the core goals for the next five years. The 2021-2026 Strategic Plan identifies the following goals which will guide the City in successfully advancing its priorities over the next five years:

- Develop and Implement Strong Fiscal Policies to Ensure a Resilient Financial Future.
- Create a Strong Economic Development Strategy to Strengthen Local Business.
- Develop a Comprehensive Emergency Preparedness Plan to Ensure Public Safety through Active Response and Recovery Efforts.
- Enhance Community Sustainability through Investment in Infrastructure and Environmental Management Programs.
- Plan for Affordable Housing to Comply with State Mandates and Respond to Community Needs
- Enhance Customer Service through Innovation to More Effectively Respond to Community Priorities.

Next Steps

Strategic Planning sessions are typically held prior to the update of the City's annual budget so that the City's budget reflects priorities identified in the Strategic Plan.

The approved Strategic Plan, vision statement and goals will be shared with all City commissions and posted on the City's website and social media platforms.

Staff will provide quarterly progress reports to the City Council. The City Council will have an opportunity to review and update the Strategic Plan annually to ensure maximum alignment between City resources and activities, policy direction, and community interests.

Legal Review

Not required for this item.

Fiscal Impact

While there is no fiscal impact with the approval of the Strategic Plan, each objective will require staff and funding resources above and beyond day-to-day operations. The goals and objectives will be reflected in the Annual Budget and incorporated in Department work plans. The City Council will have opportunity to review and approve additional funding allocations associated with the implementation of the Strategic objectives whenever required.

Strategic Plan 2021-2026 December 15, 2021 Page 3 of 3

Public Notification of Agenda Item

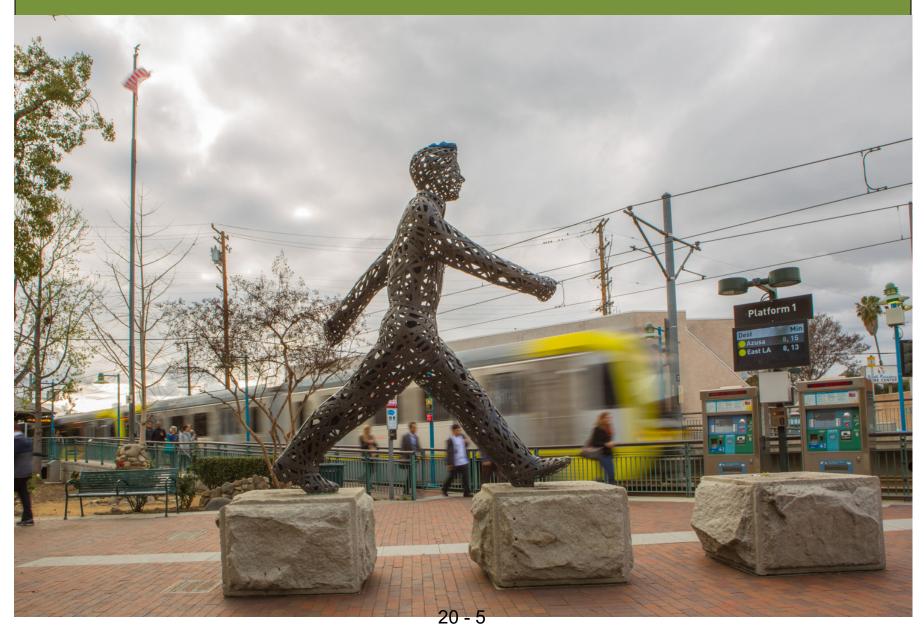
The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website.

Attachment: 2021-2026 Strategic Plan Matrix

ATTACHMENT 1

2021-2026 Strategic Plan Matrix

City of South Pasadena STRATEGIC PLAN 2021-2026



VISION STATEMENT

We are a culturally and economically diverse, and fiercely independent community that cherishes creativity, education and our small town character, committed to building a more just and environmentally and financially sustainable future.

1. Develop and Implement Strong Fiscal Policies to Ensure a Resilient Financial Future

Task	Action Item	Target Date	Department	Status
1a. Long Range Financial Plan	Complete Indirect Cost Allocation Plan to increase potential reimbursement for staff time on grants and special fund projects.	FY 22-23	Finance	
1b. Reduce CalPERS unfunded liabaility	Explore and recommend options to reduce CalPERS and OPEB liability.	FY 21-22	Finance	
1c. Financial policies	Develop comprehensive Finance Department Policies and Procedures manual.	FY 21-22	Finance	
1d. Business License Tax	Reaserch and recommend update to business license tax, business classifications and tax rates.	FY 22-23	Finance	
1e. Library Parcel Tax	Library Parcel Tax Renewal	FY 22-23	Finance/Library	Election: November 8, 2022

2. Create a Strong Economic Development Strategy to Strengthen Local Business

Task	Action Item	Target Date	Department	Status
2a. Technology Upgrade	Recommend permit software & funding for building and planning to track permits online and streamline approval processes	FY 22-23	Community Development	
2b. Economic Development Program	 Develop and Launch Economic Program City Branding and Marketing Plan New City website New Econ Dev website Ombudsman services develop a Guide on 'How to Do Business in the City' 	FY 22-23	City Manager's Office	
2c. Economic Development Plan	Produce a permit application guide to help streamline application process.	FY 21-22	City Manager's Office/ Community Development	
2d. Redevelopment of Recreational Facilities	Evaluate redevelopment opportunities of recreational facilities in the Arroyo, including seeking restaurant operator at golf course.	FY 22-23	Community Services	Interviews for Restaurant consultant Dec 3, 21, Closed Session on I-tennis lease Dec 1
2e. Parking Policy	Create comprehensive parking policy for the City.	FY 23-24	Community Develoment	

3. Develop a Comprehensive Emergency Preparedness Plan to Ensure Public Safety through Active Response and Recovery Efforts

Task	Action Item	Target Date	Department	Status
3a. Seismic Regulations	Contract with consultant to complete inventory of soft story buildings in preparation for consideration of future regulations.	FY-22-23	Community Development	
3b. Crisis Comm. Systems	Promote crisis communication systems. City applied for and was granted licensing to conduct Wireless Emergency Alerting (WEA).	Ongoing	Fire/Police	Blackboard Connect was renewed with an updated platform. Nixel is maintained by PD dispatch.
3c. Local Emergency Partnerships	Prepare needs analysis & implementation schedule to address gaps in disaster coverage and seek appropriate contracts. Renew the city's Emergency Operastions Plan (EOP) and Local Hazard Mitigation Plan (LHMP). Obtain Planet Bid for establishing contracts with vendors during a disaster.	FY-22-23	Fire/Police	EOP will be brought before stakeholders and City Council during first quarter of 2022. LHMP will be brought before City Council during fiurth quarter of 2022.
3d. Emergency Preparedness	Initiate regular Emergency Operations Center (EOC) training for Department Directors and staff. Training will be provided during the renewals of the EOP and LHMP.	FY22-23	Fire/Police	
3e. Wildfire Mitigation	Work with SGVCOG and apply for grants on wildfire mitigation on city-owned vacant lots. Research alternative methods of controlling/mitigating hazardous vegetation in the City's high hazard brush area.	FY 22-23	Fire	Chief Riddle attended a webinar in early November 2021 hosted by SGVCOG and will be point of contact for future opportunities/discussions.

4. Enhance Community Sustainability through Investment in Infrastructure and Environmental Management Programs.

Task	Action Item	Target Date	Department	
4a. Renewable Energy	Implement Climate Action Plan for environmental initiatives. • Roll out electric leafblower program (FY22-23)	FY 25-26	Public Works	
4b. Water Resources	Implement Integrated Water Resources Plan to address ongoing aging infrastructure challenges, operational and supply sources, financial strategies, and a drought proof City.	FY 21-22	Public Works	
4c. Pocket Parks	Award design contract and break ground on Berkshire & Grevelia pocket park project.	FY 21-22	Community Services	Construction documents underway (2/28/21)
4d. Transportation and Mobility Projects	Contract technical team in anticipation of TDM TSM alternative.	FY 22-23	Public Works	
4e. Capital Improvement Program	Bring forward a comprehensive Capital Improvement Plan (CIP).	FY 21-22	Public Works	
4f. Mobility Plan	Update mobility master plan, with consideration for bike lanes and walkability.	FY 22-23	Public Works	
4g. Facilities Assessment	Conduct assessment of city facilities to determine repair costs for municipal buildings and costs for enhanced security measures and space planning.	FY 22-23	Public Works/ Mgmt Services/ Community Development	
4h. Electrify fleet	Pursue electrification of city fleet.	10	Public Works/Fire/ Police/ Community Services	PD staff report for EV set for January Council Meeting CSD awaiting new electric van 6/1/21

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5. Plan for Affordable Housing to Comply with State Mandates and Respond to Community Needs.

Task	Action Item	Target Date	Department	Status
5a. City Housing Division	Create a Housing Division in Community Development Department to focus on Housing related matters including funding opportunities, land use, partnership with stakeholder groups including other governments, federal and state laws, tenant protections/ relocation assistance measures.	FY 21-22	Community Development	
5b. SB 381/ sale of unoccupied Caltrans properties	 Implementation of SB 381 Commence policy discussions on the acquisition of unoccupied Caltrans surplus properties. Identify HRE's to work with the City Explore formation of Community Land Trust. 	FY 21-22	Community Development	Staff scheduled to take an update to Council at the Dec. 1st City Council meeting
5c. Affordable Housing policies	Produce information on Inclusionary Housing Ordinance and ADU Ordinance. Public education on new housing laws affecting cities.	FY 22-23	Community Development	
5d. Housing Support	Present Occupancy inspection program and policy for adoption.	FY 22-23	Community Development	
5f. Homeless Initiatives	 Continue working with the SGVCOG on region-wide solutions Participate in Menatl Health/Crisis Intervention Program (CAHOOTS model) Expand working relationship with community partners and Union Station 	FY 21-22	Police/ Community Development	RFP being drafted for April implmentation

6. Enhance Customer Service through Innovation to More Effectively Respond to Community Priorities.

Task	Action Item	Target	Department	Status
		Date		
6a. Traffic Management	Neighborhood Traffic management Policy Adoption and Implementation.	FY 22-23	Public Works	
6b. Accessibility/ Customer Service	Bring forward a recommendation for an automated customer care application.	FY 22-23	City Manager's Office (CMO)	
6c. Centralized Operations	Centralize grants management and contract management.	FY 21-22	Management Services	
6d. Update Policies	Develop comprehensive administrative policies manual – including ADA, FLMA, Harassment, etc. with the Internal Policy Committee. • Police Department assessment. • Update the Rules & Regs	FY 21-22	Management Services	PD Assessment RFQ relased on December 1, 2021 RFP March 2022 City Council May 2022
6e. Improve technology	Create an IT Master Plan for introducing or updating technologies in all departments.	FY 21-22	Management Services	
6f. Public Engagement	Establish and implement a targeted Community Outreach Program.	FY 21-22	СМО	
6g. Governance	Review all Boards and Commissions.	FY 21-22	CMO/ Mgmt. Services	
6h. Governance	Undertake process for Redistricting.	FY 21-22	Management Services	
6i. City Workforce	Pursue a healthy Workplace Culture including efforts to raise employee morale Establish Employee Committee to assist with morale boositing initatives and events	Ongoing	CMO/ Mgmt. Services	

20 - 12

	Create new Training an Mentoring		
	Program		
	 Create new branding for HR and City 		
	through Onboarding Process.		
6f. Modernize Division	Human Resources Division enhancments.	Management	
		Services	

City Council Agenda Report

ITEM NO. 21

DATE:

December 15, 2021

FROM:

Arminé Chaparyan, City Manager

PREPARED BY:

H. Ted Gerber, Acting Deputy Public Works Director

Tatevik Barakazyan, Associate Engineer

SUBJECT:

Slow Streets Program Status and Metro Open Streets Cycle 3

Funding Update

Recommendation

It is recommended that the City Council

1. Receive and file a status update presentation on the City's Slow Streets Program; and

2. Reappropriate remaining funds consistent with Council direction.

Background

The City's Slow Streets Program is intended to provide space for residents to safely walk and roll, while practicing physical distancing, and to support local businesses during the pandemic, by allowing them to bring their operations outside.

On September 27, 2018, the Metro Board awarded \$4 million for Cycle 3 of the Open Streets Grant Program to fund a series of regional car-free events for people to walk or bike. The City was able to secure \$420,000 from the Metro Open Streets Grant Program for outreach, pre-event planning, and day of event staging costs associated with the hosting of the 626 Golden Streets Arroyo Fest.

On December 18, 2019, the City Council authorized the City Manager to accept a grant award from the Los Angeles County Metropolitan Transportation Authority in the amount of \$420,000. On March 4, 2020, the City Council authorized Professional Services Agreements (PSAs) with ActiveSGV for services associated with the planning and hosting of the 626 Golden Streets Arroyo Fest (Arroyo Fest) in the amount of \$210,000; and ROW for traffic control services in the amount of \$78,210.

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

In Fall 2020, due to the Covid-19 pandemic, the City cancelled the Arroyo Fest event and began working with Metro on a plan to reallocate the Cycle 3 Open Streets grant award to support

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Slow Streets Program Status and Metro Open Streets Cycle 3 Funding Update December 15, 2021
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pandemic recovery through the Al Fresco Program and Implementation of Slow Streets through June 2021.

On February 3, 2021, the City Council authorized the City Manager to request authorization from Metro to repurpose the grant award to support pandemic recovery, and in or about March and April 2021, the Metro Grant Agreement was amended to repurpose the funding.

On May 19, 2021, the City Council authorized the City Manager to execute the first amendment with the Los Angeles County Metropolitan Transportation Authority (Metro) for the Cycle 3 Open Streets grant agreement to repurpose the \$420,000 grant award to support pandemic recovery. The Council also authorized staff to issue Requests for Proposals (RFP) to:

- 1) Develop a Slow Streets Program
- 2) Analyze the impacts of temporary closures of a travel lane in each direction on Mission Street between Orange Grove Avenue and Fair Oaks Avenue, and Meridian Avenue between Mission Street and El Centro Avenue
- 3) Design and install removable bollards on Meridian Avenue between Mission Street and El Centro Avenue.

The total project costs proposed on May 19, 2021 were \$525,000, including \$420,000 provided by the Metro grant award, and \$105,000 from the local match requirement. Where the in-kind match for the City can be paid through staff time or in-kind contributions. The overall budget estimate as of May 19, 2021 was as follows:

Traffic Studies for Mission Street and Meridian Avenue	\$65,000
Removable Bollard Design and Installation	\$150,000
Slow Streets Program	\$192,000
Other Public Safety and Traffic Control Equipment/Services	\$60,000
Metro Grant Evaluation and Reporting	\$15,000
Grant Administration	\$43,000
TOTAL	\$525,000

In addition, on May 19, 2021, the Council directed staff to immediately initiate a PSA with Active San Gabriel Valley (ActiveSGV) to conduct the pre-design public outreach for a Slow Streets Program, which was anticipated to cost approximately \$25,000.

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

Slow Streets Program	\$153,600
Metro Grant Evaluation and Reporting	\$12,000
Grant Administration	\$34,400
Traffic Studies for Mission Street and Meridian Avenue	\$52,000
Removable Bollard Design and Installation	\$120,000

Slow Streets Program Status and Metro Open Streets Cycle 3 Funding Update December 15, 2021 Page 3 of 5

Other Public Safety and Traffic Control Equipment/Services \$48,000

City staff issued three RFPs on June 17, 2021, as directed by Council on May 19, 2021. The City received two proposals regarding the installation of retractable bollards. The costs proposed were \$1.3 and \$2.9 million, respectively. As this far exceeded the estimated amount, the proposals were rejected.

On September 1, 2021 Council authorized contract awards for the other two RFPs to Iteris, Inc. for an amount not-to-exceed \$64,985 and Alta Planning + Design, Inc. for an amount not to exceed \$167,812. The overall budget estimate as of September 1, 2021 was as follows:

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

On October 12, 2021 a Professional Services Agreement was executed with Iteris to conduct a traffic study to analyze the impacts of temporary closures of a travel lane in each direction on Mission Street, between Orange Grove Avenue and Fair Oaks Avenue, and a full street closure of Meridian Avenue between Mission Street and El Centro Street.

On October 20, 2021 Council authorized a revision to the Professional Services Agreement with Alta Planning + Design, Inc. for an amount not to exceed \$225,000. The overall budget estimate as of October 20, 2021 was as follows, and the agreement was executed on November 10, 2021:

Slow Streets Pre-Design Outreach		\$25,000	
Slow Streets Program		\$225,000	
Traffic Studies for Mission Street and Meridian Av	enue	\$64,985	
Grant Administration		<u>\$105,015</u>	
	TOTAL	\$420,000	
	(not including	(not including local match)	

The Cycle 3 grant funding is no longer available for the City's use after December 31, 2021. Since the Alta design kick-off on October 28, 2021, City staff have worked with the project consultants to expedite the project schedule in order to complete as much of the scope of work as possible before access to the funds expire at the end of the calendar year. City staff arranged a special meeting of the Mobility and Infrastructure Commission (MTIC) for December 13, 2021 in order to conduct a public review of the work to date, and present this update to Council on December 15, 2021.

In addition, City staff undertook a considerable effort to seek an extension of the grant funding past the December expiration date, including issuing an extension request letter from the City to

Slow Streets Program Status and Metro Open Streets Cycle 3 Funding Update December 15, 2021 Page 4 of 5

the Metro Board of Directors, requesting an extension letter from the San Gabriel Valley Council of Governments to the Metro Board of Directors, attending and submitting written and public comment at a Metro Planning and Programming Committee public meeting, and meeting with the Metro Deputy Executive Officer and Metro staff to directly request the extension. However, as the funds have already been previously repurposed/reimbursed, and extending the Cycle 3 grant would interfere with Metro's plans to reprogram Cycle 3 funds into Cycle 4 – in which the City is expected to participate, no extension can be granted.

Therefore, the full implementation of the planned Slow Streets Program and other elements listed above will not be completed or expended by the deadline.

Discussion/Analysis

Slow Streets Program Status

Iteris completed the traffic studies on the subject streets on December 6, 2021, and City staff has reviewed the existing conditions report and the analysis of the alternative scenarios for Mission Street and Meridian Avenue. Some of the key findings of the report are as follows:

- The closure of Meridian Avenue between Mission Street and El Centro Street would result in an increased delay along Fremont Street while reducing volume along Meridian Avenue.
- The queueing and stacking resulting from a lack of turning pocket storage and linear capacity of the through lanes on Mission Street, causes significant spillback into adjacent intersections, which limit the ability of intersections to process vehicles.

Although, a significant change is not anticipated in operational characteristics of the study area, the next step is to identify potential mitigation measures, such as traffic signal timing adjustment, and addition and lengthening of turn lanes.

Alta Planning + Design, Inc. (Alta) completed the pre-design outreach and prepared preliminary engineering drawings illustrating the striping, curb extensions, parking and parklet layouts and dimensions to properly install the project demonstration improvements along Mission Street, Hermosa Street, Grand Avenue, and Oak Street. City staff have reviewed the draft plans and provided comments to Alta. Additionally, staff held multiple coordination meetings with Alta to discuss the feasibility of potential parklet locations, and review parklet and barrier styles and types.

Metro Open Streets Cycle 3 Funding Expiration

The City has estimated that approximately \$300,000 in grant funding will not be expended by the December 31, 2021 expiration. As a measure to utilize the funding prior to this date, City staff has explored opportunities to utilize the funding on other eligible costs. These include related efforts that have already be incurred to date, and/or materials that can purchased in 2021, but used in 2022 for the Slow Streets Program. These efforts were still underway as of the drafting of this report.

Slow Streets Program Status and Metro Open Streets Cycle 3 Funding Update December 15, 2021 Page 5 of 5

On December 13, 2021, the Mobility and Infrastructure Commission (MTIC) will hold a special meeting to discuss City staff's recommendations with regard to the expiring funding. Staff is recommending that such funds be used to purchase parklet structures and temporary median planters which would be used in an appealing slow streets project, as well as traffic calming and safety measures such as rapid rectangular flashing beacons and bollards, etc. Staff will update this report prior to the Council meeting and present the recommendations of MTIC to the Council.

Fiscal Impact

The Council has already appropriated \$232,797 of the \$420,000 repurposed Los Angeles County Metropolitan Transportation Authority (Metro) Cycle 3 Open Streets Grant Funds to the Golden Street Grant Line Item 249-2010-2011-8170, Professional Services in Management Services. However, it is anticipated that only approximately \$120,000 will be spent on the project by December 31, 2021, leaving approximately \$300,000 in grant funding unused, unless additional expenditures are appropriated. The \$420,000 in available grant funding requires a match of \$105,000, which can be paid through staff time or in-kind contributions. A utilization of only approximately \$120,000 in grant funding requires a match of only \$30,000.

Environmental Analysis

This item is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15378 because it has no potential for resulting in physical changes to the environment as no action is being taken.

Public Notification of Agenda Item

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

Attachment

Slow Streets Program Presentation

ATTACHMENT

Slow Streets Program Presentation

Attachment is forthcoming as an additional document prior to the meeting.