CITY OF SOUTH PASADENA
CITY COUNCIL

AGENDA

REGULAR COUNCIL MEETING
WEDNESDAY, AUGUST 20, 2025, AT 7:00 PM

AMEDEE O. "DICK" RICHARDS JR. COUNCIL CHAMBERS
1424 MISSION STREET, SOUTH PASADENA, CALIFORNIA 91030

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

The South Pasadena City Council Meeting will be conducted in-person from the Amedee O. "Dick" Richards, Jr. Council Chambers, located at 1424 Mission Street, South Pasadena, CA 91030.

Public participation may be made as follows:

- In-Person – Council Chambers, 1424 Mission Street, South Pasadena, CA 91030
- Live Broadcast via the City website – http://www.spectrumstream.com/streaming/south_pasadena/live.cfm
- Via Zoom – Meeting ID: **825 9999 2830**
- Written Public Comment – written comment must be submitted by 12:00 p.m. the day of the meeting by emailing to ccpubliccomment@southpasadenaca.gov
- Via Phone–+1-669-900-6833 and entering the Zoom Meeting ID listed above.

Meeting may be viewed at:

1. Go to the Zoom website, https://zoom.us/join and enter the Zoom Meeting information; or
2. Click on the following unique Zoom meeting link: https://us06web.zoom.us/j/82599992830 or
3. By calling: +1-669-900-6833 and entering the Zoom Meeting ID listed above; and viewing the meeting via http://www.spectrumstream.com/streaming/south_pasadena/live.cfm

CALL TO ORDER:	Mayor	Janet Braun
ROLL CALL:	Mayor	Janet Braun
	Mayor Pro Tem	Sheila Rossi
	Councilmember	Michael A. Cacciotti
	Councilmember	Jon Primuth
	Councilmember	Omari Ferguson
PLEDGE OF ALLEGIANCE:	Mayor	Janet Braun

PUBLIC COMMENT GUIDELINES

The City Council welcomes public input. Members of the public may comment on a non-agenda subject under the jurisdiction of the City Council or on an agenda item. Members of the public will have three minutes to address the City Council, however, the Mayor and City Council may adjust the time allotted, as needed.

Public Comments received in writing will not be read aloud at the meeting, but will be part of the meeting record. Written public comments will be uploaded to the City website for public viewing under Additional Documents. When submitting a public comment, please make sure to include the following:
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 City Council meeting. Correspondence received after this time will be distributed the following business day.

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

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

CLOSED SESSION ANNOUNCEMENTS

1. CLOSED SESSION ANNOUNCEMENTS

PUBLIC COMMENT

2. PUBLIC COMMENT - GENERAL (NON-AGENDA ITEMS)

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

CHANGES TO THE AGENDA

3. 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.

4. CONSIDERATION OF THE APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF $7,730,283.02; GENERAL CITY WARRANTS IN THE AMOUNT OF $2,256,931.39; ONLINE PAYMENTS IN THE AMOUNT OF $173,867.18; VOIDS IN THE AMOUNT OF

($4,428,730.00); PAYROLL IN THE AMOUNT OF $ $3,148,017.33.

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

5. **CONSIDERATION OF APPROVAL OF THE CITY COUNCIL SPECIAL JOINT MEETING MINUTES WITH THE FINANCE COMMISSION FOR APRIL 16, 2025 AND THE CITY COUNCIL REGULAR CITY COUNCIL MEETING MINUTES FOR APRIL 16, 2025 AND JUNE 18, 2025**

Recommendation
It is recommended that the City Council approve the minutes from the Special Joint City Council and Finance Commission Meeting held on April 16, 2025 and the Regular City Council Meetings held on April 16, 2025 and June 18, 2025.

6. **CONSIDERATION OF CHANGING THE REQUIREMENTS OF THE FIRE ENGINEER JOB DESCRIPTION TO ALIGN WITH THE CALIFORNIA VEHICLE CODE**

Recommendation
It is recommended that the City Council:
1. Approve the revised Fire Engineer job description reflecting updated licensing language consistent with the California Vehicle Code (CVC); and
2. Authorize the Human Resources Division to implement the updated classification description effective August 20, 2025.

7. **CONSIDER APPROVAL OF THE UPDATED COOPERATIVE AGREEMENT BETWEEN THE CITIES OF SOUTH PASADENA AND SAN MARINO FOR THE SHARED DIVISION CHIEF POSITION**

Recommendation
It is recommended that the City Council approve the updated Cooperative Agreement between the City of South Pasadena and the City of San Marino for the shared use of a Fire Department Division Chief.

8. **CONSIDERATION OF AN ORDINANCE OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING SECTION 19A.26 (LOUD PARTY) OF CHAPTER 19A (NOISE REGULATION) OF THE SOUTH PASADENA MUNICIPAL CODE TO REGULATE LOUD AND UNRULY GATHERINGS**

Recommendation
It is recommended that the City Council introduce the ordinance by title only and waive full reading of the ordinance amending Section 19A.26 (Loud Party) of Chapter 19A (Noise Regulation) of the South Pasadena Municipal Code to regulate loud and unruly gatherings.

9. **CONSIDERATION OF APPROVAL OF THE THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WBCP INC., FOR RECRUITMENT SEARCH SERVICES, IN THE AMOUNT NOT TO EXCEED OF $20,800, FOR A NEW TOTAL CONTRACT AMOUNT OF $76,800**

Recommendation

It is recommended that the City Council consider approval of the proposed third amendment to the professional services agreement with WBCP Inc., to amend the compensation for recruitment search services and add the recruitment services for an Information Technology and Systems Manager, in an amount not to exceed of $20,800, for a new total contract amount of $76,800.

10. CONSIDERATION OF APPROVAL OF THE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH THE ARROYO GROUP FOR SERVICES RELATED TO THE HOUSING ELEMENT, IN THE AMOUNT OF $30,000.

Recommendation

It is recommended that the City Council consider approval of the second amendment to the professional services agreement with the Arroyo Group, for services related to the Housing Element, in the amount of $30,000, for a new total contract amount not to exceed of $219,043.

11. CONSIDERATION OF THE ADOPTION OF A RESOLUTION, APPROPRIATION OF FUNDS, AND ADOPTION OF A BUDGET AMENDMENT IN THE AMOUNT OF $2,000 RECEIVED THROUGH SPONSORSHIPS FOR THE CITY SENIOR EVENT

Recommendation

It is recommended that the City Council adopt a resolution, appropriate funds, and adopt a budget amendment for the sponsorship funds received in the amount of $2,000 from the Senior Donation Account No. 101-0000-0000-2994-001, and appropriate those funds to the Account No. 101-8030-8021-8264-000 for the City Senior Services special event.

12. CONSIDERATION TO DECLARE A 2014 VPG MV-1 VAN AS SURPLUS PROPERTY AND DIRECT STAFF TO DISPOSE THE VEHICLE THROUGH THE CITY'S AUTHORIZED AUCTION VENDOR

Recommendation

It is recommended that the City Council declare a 2014 VPG MV-1 CNG van from the Community Services Department as surplus property and direct staff to sell the vehicle through the City's authorized auction vendor in accordance with South Pasadena Municipal Code Section 2.99-29(15) and City policy.

13. CONSIDERATION OF AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH YUNEX, LLC IN THE AMOUNT OF $19,800 FOR SERVICES RENDERED IN FISCAL YEAR 2024-2025

Recommendation

It is recommended that the City Council consider approval of an amendment to the Maintenance Agreement with Yunex, LLC for traffic signal and streetlight maintenance services rendered in Fiscal Year 2024-25, in the amount of $19,800.

14. CONSIDERATION OF APPROVAL FOR A TASK ORDER WITH ULTRASYSTEMS ENVIRONMENTAL, INC. TO PROVIDE ENVIRONMENTAL SERVICES FOR THE WESTSIDE RESERVOIR CAPITAL IMPROVEMENT PROJECT

Recommendation

It is recommended that the City Council approve the Task Order 002 under an amended Master Services Agreement with Ultra Systems, in the form approved by City Attorney, to provide an initial environmental study for the Westside Reservoir Project (CIP) in the not-to-exceed amount of $125,653.50, inclusive of $119,670 consultant fees and a 5% contingency of $5,983.50.

15. CONSIDERATION OF THE ADOPTION OF A RESOLUTION, APPROPRIATION OF FUNDS, AND ADOPTION OF A BUDGET AMENDMENT IN THE AMOUNT OF $14,250 RECEIVED THROUGH SPONSORSHIPS FOR THE SUMMER CONCERTS IN THE PARK SERIES.

Recommendation

It is recommended that the City Council adopt a resolution, appropriate funds, and adopt a budget amendment for the sponsorship funds received in the amount of $14,250 from the Concert in the Park Donation Account No. 101-0000-0000-5270-008, and appropriate those funds to the Recreation Special Event Account No. 101-8030-8032-8264-000 for the 2025 Summer Concerts in the Park series.

16. CONSIDERATION OF APPROVAL OF AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ROBERT HALF INTERNATIONAL INC., FOR MUNICIPAL STAFFING SERVICES IN AN AMOUNT NOT-TO-EXCEED $38,000 FOR A NEW TOTAL-NOT-TO-EXCEED AMOUNT OF $206,000

Recommendation

It is recommended that the City Council approve an Amendment to the Professional Services Agreement with Robert Half International, Inc., to increase the compensation in the amount of $38,000 and for a new total not -to-exceed amount of $206,000.

17. CONSIDERATION OF AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH BASE HILL DBA JAN POINT JANITORIAL SERVICES IN THE AMOUNT OF $3,500 FOR SERVICES RENDERED IN FISCAL YEAR 2024-2025

Recommendation

It is recommended that the City Council consider approval of an amendment to the Maintenance Agreement with Base Hill dba Jan Point for City Wide Janitorial services rendered in Fiscal Year 2024-25, in the amount of $3,500.

18. CONSIDERATION OF APPROVAL OF A FOURTH AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH RKA CONSULTING GROUP FOR ENGINEERING SUPPORT SERVICES RELATED TO THE FISCAL YEAR 2019-2020 STREET IMPROVEMENT PROJECT IN A NOT TO EXCEED AMOUNT OF $215,135.

Recommendation

It is recommended that the City Council consider approval of an amendment (Attachment 1) of an existing Professional Services Agreement (Attachment 2) with RKA Consulting Group, to provide engineering support services related to the Fiscal Year 2019-2020 Street Improvement Project, in a not-to-exceed amount of $215,135.

19. CONSIDERATION OF APPROVAL TO RATIFY THE FIRST AMENDMENT TO THE

AGREEMENT WITH ACCO ENGINEERED SYSTEM, INC. AND APPROVAL OF SECOND AMENDMENT TO AGREEMENT WITH ACCO ENGINEERED SYSTEM, INC FOR SERVICES RENDERED IN FY 2024-25, AND CONSIDERATION OF APPROVAL OF PROPOSED MAINTENANCE AGREEMENT WITH ACCO ENGINEERED SYSTEM, INC., FOR FY 2025-26 SERVICES

Recommendation

It is recommended that the City Council consider:

1. Ratifying the First Amendment with ACCO Engineered Systems, Inc., for all Emergency Work expenditures to bring entire contract amount for Fiscal Year (FY) to $170,536.72; and
2. Approve the Second Amendment to close out the agreement for FY 2024-2025 and amend the compensation to align with the actual expenditures and to revise the date back to June 30, 2025; and
3. Approve the proposed FY 2025-26 Maintenance Agreement with ACCO Engineered System, Inc in the total not-to-exceed amount of $150,000 and find that its approval is in the best interest of the City.

20. CONSIDERATION OF APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH RUBIN BROWN, LLP., FOR CONSULTANT SERVICES RELATED TO INFORMATION TECHNOLOGY, IN THE AMOUNT NOT TO EXCEED OFOF $128,800

Recommendation

It is recommended that the City Council consider approving a Proposed Professional Services Agreement with Rubin Brown, LLP., for consultant services related to Information Technology (IT) Consultation Services, in the amount not to exceed of $128,800.

21. CONSIDERATION OF APPROVAL OF THE THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MNJ ADVISORS, INC. FOR TEMPORARY STAFFING SERVICES, IN THE AMOUNT OF $18,000 FOR A NEW TOTAL NOT-TO-EXCEED AMOUNT OF $153,000 AND TO EXTEND THE TERMINATION DATE THROUGH SEPTEMBER 1, 2025

Recommendation

It is recommended that the City Council consider approving the proposed Third Amendment to the Professional Services Agreement with MNJ Advisors, Inc., to extend the agreement through September 1, 2025, and increase the compensation in the amount of $18,000 for continued temporary staffing services, for a new total not-to-exceed compensation amount of $153,000.

22. CONSIDERATION OF APPROVING THE PURCHASE OF TWO ELECTRIC VEHICLES FOR CITY STAFF UTILIZING AB2766 AQMD FUNDING

Recommendation

It is respectfully requested that the City Council consider:

1. Approving the purchase of two electric vehicles, one replacement vehicle for the Fire Department and one new vehicles for Community Services—using AB 2766 funds; and
2. Authorizing the City Manager to execute any necessary contracts or purchase

orders with National Auto Fleet Group through the City's Sourcewell Contract #091521-NAF pursuant to Section 2.99-19(19) and the City's Purchasing Policy.

23. CONSIDERATION OF APPROVAL OF AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MOSAIC PUBLIC PARTNERS, LLC FOR EXECUTIVE RECRUITMENT SEARCH SERVICES, IN THE AMOUNT NOT TO EXCEED OF $27,500, FOR A NEW TOTAL CONTRACT AMOUNT OF $82,500

Recommendation

It is recommended that the City Council consider approval of the proposed amendment to the professional services agreement with Mosaic Public Partners, LLC, for executive recruitment search services for Chief of Police, in an amount not to exceed of $27,500, for a new total contract amount of $82,500.

24. CONSIDERATION OF APPROVAL OF A PROPOSED AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH NIDO DE HUEVOS, LLC., TO INCREASE THE CONTRACT AMOUNT IN THE AMOUNT OF $34,000, FOR A NEW TOTAL NOT TO EXCEED OF $63,400 AND EXTEND THE TERM DATE THROUGH SEPTEMBER 30, 2025 FOR ACCOUNTING ASSISTANCE SERVICES

Recommendation

It is recommended that the City Council consider approve the proposed amendment to the Professional Services Agreement with Nido de Huevos, LLC., in the amount of $34,000, for a new total not to exceed contract amount of $63,400 and extend the term end date through September 30, 2025 to continue providing accounting assistance services to the City.

25. CONSIDERATION OF APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR A COMPREHENSIVE USER FEE STUDY AND COST ALLOCATION PLAN, IN THE TOTAL NOT TO EXCEED OF $41,200

Recommendation

It is recommended that the City Council consider approval of the proposed Professional Services Agreement with Willdan Financial Services, for a comprehensive user fee study and cost allocation plan, for a total amount not to exceed of $41,200.

26. CONSIDERATION TO ADOPT A RESOLUTION TO RECLASSIFY THE HUMAN RESOURCES AND RISK MANAGER TO RISK MANAGER; RECLASSIFY THE SENIOR HUMAN RESOURCES ANALYST TO HUMAN RESOURCES DIRECTOR; ESTABLISH JOB SPECIFICATIONS FOR HUMAN RESOURCES DIRECTOR AND RISK MANAGER, AND RELATED SALARY RANGES

Recommendation

It is recommended that the City Council:

1. Approve reclassification of the Senior Human Resources Analyst to Human Resources Director;
2. Approve reclassification of the Human Resources and Risk Manager to Risk Manager; and
3. Adopt the proposed Resolution establishing job specifications for Human Resources

Director and Risk Manager, and related salary ranges.

PUBLIC HEARING

27. CONSIDERATION TO ADOPT A RESOLUTION ADOPTING THE FISCAL YEAR 2025-2026 OPERATING BUDGET AND THE CAPITAL IMIPROVEMENT PROGRAM BUDGET AND APPROPRIATING FUNDS THEREFORE

Recommendation

It is recommended that the City Council:

a. Review and discuss the Fiscal Year (FY) 2025-2026 Proposed Budget; and
b. Adopt Resolution No. xxxx (Attachment A) approving the FY 2025-2026 Budget, subject to such modifications or amendments as may be stated by the City Council in its motion to approve the Resolution.

28. CONSIDER INTRODUCTION OF AN ORDINANCE OF THE CITY OF SOUTH PASADENA DESIGNATING FIRE HAZARD SEVERITY ZONES INCLUDING THE DESIGNATION OF ADDITIONAL LOCAL AREAS PURSUANT TO GOVERNMENT CODE SECTION 51179 AND AMENDING CHAPTER 14 OF THE SOUTH PASADENA MUNICIPAL CODE

Recommendation

It is recommended that the City Council introduce the ordinance by title only and waive full reading of the ordinance designating fire hazard severity zones including the designation of additional local areas pursuant to Government Code Section 51179 and amending Chapter 14 (Fire Prevention) of the South Pasadena Municipal Code.

29. CONSIDERATION OF THE PROPOSED AMENDMENT TO THE CITY'S LAND USE AND OPEN SPACE ELEMENTS OF THE GENERAL PLAN, THE 2021-2029 (6TH CYCLE) HOUSING ELEMENT OF THE GENERAL PLAN AND THE DOWNTOWN SPECIFIC PLAN; AND INTRODUCTION OF AN ORDINANCE TO AMEND SOUTH PASADENA MUNICIPAL CODE (SPMC) CHAPTER 36 (ZONING) AND SOUTH PASADENA ZONING MAP TO PROPOSE NEW HEIGHT LIMITS, DENSITY ADJUSTMENTS, AND OTHER DEVELOPMENT STANDARD ADJUSTMENTS TO FACILITATE HOUSING AND IMPLEMENT HOUSING ELEMENT PROGRAMS

Recommendation

It is recommended that the City Council conduct a public hearing and take the following actions:

1. Adopt a resolution amending the Land Use and Open Space Elements of the General Plan (Attachment 1),
2. Adopt a resolution conditionally amending the 2021-2029 (6th Cycle) Housing Element of the General Plan (Attachment 2),
3. Adopt a resolution amending the Downtown Specific Plan (Attachment 3),
4. Introduce and waive full reading of an ordinance amending Chapter 36 of the South Pasadena Municipal Code (Zoning Code) and the Zoning Map and request the City Attorney read the ordinance by title only (Attachment 4), and
5. Finding the actions in compliance with the California Environmental Quality Act (CEQA) via an Addendum to the General Plan's Program Environmental Impact Report (PEIR) and as statutorily exempt.

PUBLIC COMMENT - CONTINUED

30. CONTINUED PUBLIC COMMENT - GENERAL

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

COMMUNICATIONS

31. COUNCILMEMBER COMMUNICATIONS

The time allotted to speak per Councilmember is three minutes. Additional time will be allotted at the end of the City Council meeting agenda, if necessary.

32. CITY MANAGER COMMUNICATIONS

INFORMATIONAL REPORTS

ADJOURNMENT

FOR YOUR INFORMATION

FUTURE CITY COUNCIL MEETINGS

September 3, 2025	Regular City Council Meeting	7:00 P.M.
September 17, 2025	Regular City Council Meeting	7:00 P.M.
October 1, 2025	Regular City Council Meeting	7:00 P.M.
October 15, 2025	Regular City Council Meeting	7:00 P.M.

PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS

City Council meeting agenda packets, any agenda related documents, and additional documents are available at City Hall and online for public viewing on the City's website: https://www.southpasadenaca.gov/Your-Government/Your-City-Council/City-Council-Agendas

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 August 20, 2025, on the bulletin board in the courtyard of City Hall located at 1414 Mission Street, South Pasadena, CA 91030, and on the City, website as required by law, on the date listed below.

08/14/2025	/S/
Date	Mark Perez, Acting Chief City Clerk

City Council Agenda Report

ITEM NO. 4

DATE: August 20, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Nick Kimball, Assistant City Manager / CFO
William Castrillon, Budget & Purchasing Manager

SUBJECT: **CONSIDERATION OF THE APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF $7,730,283.02; GENERAL CITY WARRANTS IN THE AMOUNT OF $2,256,931.39; ONLINE PAYMENTS IN THE AMOUNT OF $173,867.18; VOIDS IN THE AMOUNT OF ($4,428,730.00); PAYROLL IN THE AMOUNT OF $ $3,148,017.33.**

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

Executive Summary
Prepaid Warrants:
Warrant # 321691-321759: $4,722,461.67
ACH: $3,007,821.35
Voids: $0

General City Warrants
Warrant # 321760-321902: $1,436,093.36
ACH: $820,838.03
Voids: (-$4,428,730.00) - The pre-payment check to CalPERS for the FY 2025-2026 UAL was voided to pay via electronic payment instead.
Payroll Period Ending 07/04/2025: $1,127,965.43
Payroll Fire Buyback 07/11/2025: $7,962.58
Payroll Period Ending 07/18/2025: $929,482.44
Payroll Period Ending 08/01/2025: $1,082,606.88
Online Payments: $173,867.18

Total: $8,880,368.92

Key Performance Indicators and Strategic Plan
This item is in line with the Finance Department's Key Performance Indicators identified in the Fiscal Year 2024-2025 Budget. The Accounts Payable process is completely digital and routed via a workflow process. This cuts down staff time significantly, as well as streamlines a previously strenuous process. This process also falls in line with the City's environmental strategies by reducing the amount of paper used.

Explanation of Terms

Warrant – Directs the Finance Department to pay a sum of money out of the City's funds to bearer of claim/invoice (named individual, company) also known as a payable. The warrants (payments) are only released after City Council approval.

Warrant Summary – Summarizes all of the payments prepared during a specific cycle. The beginning of the cycle is the period after the last set of warrants were approved by Council and released as payment. The end of the cycle is the last date of invoice processing. All the warrants for the current cycle are summarized and the detail of warrants provided to Council for review and approval.

Prepaid Warrant List - A Prepaid Warrant directs the Finance Department to pay a sum of money out of the City's funds to bearer of claim/invoice (named individual, company) also known as a payable. The Prepaid Warrants (payments) are released prior to City Council approval, however reported to City Council as a Prepaid. Prepayments are generally time sensitive and would incur additional charges if not paid within a specific time frame.

General City Warrant List – Detailed listing of all payments made for a specific cycle. The beginning of the cycle is the period after the last set of warrants were approved by Council and released as payment. The end of the cycle is the last date of invoice processing.
Online Payments – Payments made online. These are typically for time sensitive utilities, credit card payments, and sometimes require the use of the payee's portal (SCE, So Cal Gas, Amazon, etc.).

Voids – Checks that were issued and voided. Examples of such instances would be lost checks that were mailed out. Checks that were on a warrant that did not get approved by Council.

Payroll – All payments made related to payroll, such as payroll taxes, retirement benefits, CalPERS, Garnishments, payroll etc.

Attachment:
Attachment No. 1 - Warrant Summary
Attachment No. 2 - Prepaid Warrant List
Attachment No. 3 - General Warrant List
Attachment No. 4 - Online Payments
Attachment No. 5 - Payroll
Attachment No. 6 - Voids Report

City of South Pasadena
Demand/Warrant Register

Date 8/20/2025

Recap by fund	**Fund No.**	**Amounts**	
		Prepaid	**Written**
General Fund	101	4,526,253.99	962,816.61
Insurance Fund	103	2,175,775.48	6,886.60
Street Improvement Program	104	-	-
Technology Surcharge Fund	106	-	-
Facilities & Equip.Cap. Fund	105	51,030.66	-
Programs and Projects	107	-	-
Special Projects Fund	116	-	-
Vehicle Replacement Fund	120	-	-
Local Transit Return "A"	205	83,710.30	1,930.81
SLFRF Fund	206	-	-
Local Transit Return "C"	207	-	-
TEA/Metro	208	-	-
Sewer Fund	210	68,825.54	6,826.44
CTC Traffic Improvement	211	-	-
SB2 Planning Grant	213	-	-
Rogan HR5294 Grant	214	-	-
Street Lighting Fund	215	25,026.85	25,695.38
Public, Education & Govt Fund	217	-	-
Clean Air Act Fund	218	-	-
Business Improvement Tax	220	-	-
Gold Line Mitigation Fund	223	-	-
Mission Meridian Public Garage	226	-	-
Housing Authority Fund	228	10,575.00	-
State Gas Tax	230	49,621.69	12,440.97
County Park Bond Fund	232	2,124.56	-
Measure R	233	-	2,047.50
Measure M	236	-	6,327.30
Road Maint & Rehab (SB1)	237	-	-
MSRC Grant Fund	238	-	-
Measure W	239	8,284.87	2,132.00
Measure H	241	-	-
Prop C Exchange Fund	242	-	-
Bike & Pedestrian Paths	245	-	-
BTA Grants	248	-	-
Golden Street Grant	249	-	-
Capital Growth Fund	255	-	-
CDBG	260	-	-
OTS Grant	269	-	-
Asset Forfeiture	270	-	-
Police Grants - State	272	-	-
Homeland Security Grant	274	-	-
Park Impact Fees	275	-	-
Historic Preservation Grant	276	-	-
HSIP Grant	277	-	-
Arroyo Seco Golf Course	295	-	525.00
Sewer Capital Projects Fund	310	425,808.19	-
400 Capital Improvement Program	400	2,970.00	878,551.52
Water Fund	500	248,191.80	347,268.26
Water Efficiency Fund	503	7,074.80	3,483.00
2016 Water Revenue Bonds Fund	505	-	-
SRF Loan - Water	506	-	-
Water & Sewer Impact Fee	510	-	-
Public Financing Authority	550	-	-
Payroll Clearing Fund	700	45,009.29	-
			-
	Column Totals:	7,730,283.02	2,256,931.39

City Report Totals:	9,987,214.41
Payroll Period Ending: 07/04/2025	1,127,965.43
Payroll Fire Buyback: 07/11/2025	7,962.58
Payroll Period Ending: 07/18/2025	929,482.44
Payroll Period Ending: 08/01/2025	1,082,606.88
Online Payments	173,867.18
Voids - General Warrant	(4,428,730.00)
Grand Report Total:	**8,880,368.92**

Janet Braun, Mayor

William Castrillon, Budget and Purchasing Manager

Mark Perez, Acting Chief City Clerk

Accounts Payable

Check Detail

User: tfernandez
Printed: 08/12/2025 - 10:46AM

Check Number	Check Date	Amount
BDTCPI - Broadband Telcom Power, Inc.		
321691	07/17/2025	
Inv CSP978480709202		2,666.03
321691 Total:		2,666.03
BDTCPI - Broadband Telcom Power, Inc. Total:		2,666.03
ENTERPRI - Enterprise FM Trust		
0	07/17/2025	
Inv FBN5386539		25,513.73
0 Total:		25,513.73
ENTERPRI - Enterprise FM Trust Total:		25,513.73
SHA8030 - Shakespeare by the Sea		
321692	07/17/2025	
Inv 04.758SBTS		7,500.00
321692 Total:		7,500.00
SHA8030 - Shakespeare by the Sea Total:		7,500.00
Total:		35,679.76

Accounts Payable

Check Detail

User: tfernandez
Printed: 08/12/2025 - 10:49AM

Check Number	Check Date	Amount
CAC1111 - Cacciotti, Michael A.		
321694	07/21/2025	
Inv 1/11-7/10/2024		112.56
Inv 1/27-6/12/2025		122.78
Inv 6/16-21/2025		50.26
Inv 7/11-12/9/2024		87.23
321694 Total:		372.83
CAC1111 - Cacciotti, Michael A. Total:		372.83
CEAP7000 - S.P. Public Service Employees Association-PT 700-0000-0000-2249-000		
0	07/21/2025	
Inv PR 07.04.2025		120.00
0 Total:		120.00
CEAP7000 - S.P. Public Service Employees Association-PT Total:		120.00
CSD3014 - Ca. State Disbursement Unit		
321693	07/21/2025	
Inv PR 07.04.2025		903.69
321693 Total:		903.69
CSD3014 - Ca. State Disbursement Unit Total:		903.69
SCFT0000 - Franchise Tax Board		
321695	07/21/2025	
Inv PR 07.04.2025		134.98
321695 Total:		134.98
SCFT0000 - Franchise Tax Board Total:		134.98
SCFT0001 - Franchise Tax Board		
321696	07/21/2025	
Inv PR 07.04.2025		90.00
321696 Total:		90.00

Check Number	Check Date	Amount
SCFT0001 - Franchise Tax Board Total:		90.00
SCFT0003 - Franchise Tax Board		
321697	07/21/2025	
Inv PR 07.04.2025		233.00
321697 Total:		233.00
SCFT0003 - Franchise Tax Board Total:		233.00
SOU5230 - S.P.Firefighters L-3657		
0	07/21/2025	
Inv PR 07.04.2025		2,132.42
0 Total:		2,132.42
SOU5230 - S.P.Firefighters L-3657 Total:		2,132.42
SOU5435 - S.P. Police Officers Association 700-0000-0000-2246-000		
0	07/21/2025	
Inv PR 07.04.2025		6,352.68
0 Total:		6,352.68
SOU5435 - S.P. Police Officers Association Total:		6,352.68
SOU5451 - S.P. Public Service Employees Association 700-0000-0000-2248-000		
0	07/21/2025	
Inv PR 07.04.2025		1,530.00
0 Total:		1,530.00
SOU5451 - S.P. Public Service Employees Association Total:		1,530.00
SSDV2018 - Sandoval, Sheila		
0	07/21/2025	
Inv PR 07.04.2025		1,434.90
0 Total:		1,434.90
SSDV2018 - Sandoval, Sheila Total:		1,434.90
Total:		13,304.50

Accounts Payable

Check Detail

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Check Number	Check Date	Amount
AMAZONCP - Amazon Capital Services, Inc.		
0	07/24/2025	
Inv 113D-XGNF-C3JD		24.30
Inv 1C69-4CAP-QKNT		36.73
0 Total:		61.03
AMAZONCP - Amazon Capital Services, Inc. Total:		61.03
AT&T5006 - AT&T		
321698	07/24/2025	
Inv 130464796		127.69
321698 Total:		127.69
AT&T5006 - AT&T Total:		127.69
AT&T5011 - AT&T		
321699	07/24/2025	
Inv 24813461002105		8.85
Inv 33184107563432		31.54
Inv 33184108023436		63.08
Inv 62644134973570		2,031.47
Inv 62644164973570		2,060.83
321699 Total:		4,195.77
AT&T5011 - AT&T Total:		4,195.77
ATCN9011 - AT&T		
321700	07/24/2025	
Inv 000023660138		28,562.38
Inv 000023682065		2,524.65
Inv 0023660464		85.53
Inv 0023807845		28,563.79
Inv 0023808171		85.53
321700 Total:		59,821.88
ATCN9011 - AT&T Total:		59,821.88
ATTE2011 - AT&T DW Holdings, Inc		

Check Number	Check Date	Amount
321701	07/24/2025	
Inv 8310014896776		10,354.90
321701 Total:		10,354.90
ATTE2011 - AT&T DW Holdings, Inc Total:		10,354.90
CALP2013 - CalPERS		
321706	07/24/2025	
Inv 2139696011		4,428,730.00
321706 Total:		4,428,730.00
CALP2013 - CalPERS Total:		4,428,730.00
CAMERPL - California Metro Patrol & EMS, Inc.		
321704	07/24/2025	
Inv 10835		10,575.00
321704 Total:		10,575.00
CAMERPL - California Metro Patrol & EMS, Inc. Total:		10,575.00
CAN0607 - Cantu Graphics Inc.		
321707	07/24/2025	
Inv 63954-2		38.62
Inv 64092-2		44.14
Inv 64131-2		1,626.56
Inv 64281-2		488.41
Inv 64311-2		27.63
321707 Total:		2,225.36
CAN0607 - Cantu Graphics Inc. Total:		2,225.36
CAORGPLS - Californians Organized for Police Support		
321705	07/24/2025	
Inv 06102025		300.00
321705 Total:		300.00
CAORGPLS - Californians Organized for Police Support Total:		300.00
CGUSA - Compass Group USA, Inc.		
321710	07/24/2025	
Inv SOC262049		52.47
321710 Total:		52.47
CGUSA - Compass Group USA, Inc. Total:		52.47

Check Number	Check Date	Amount
CIN4011 - AT&T Mobility		
321702	07/24/2025	
Inv 287288006612		3,580.90
Inv 287351491376		208.21
321702 Total:		3,789.11
CIN4011 - AT&T Mobility Total:		3,789.11
CONYEE - Yee, Connie		
0	07/24/2025	
Inv BodySculptJune		140.40
Inv JuneFF		1,304.00
0 Total:		1,444.40
CONYEE - Yee, Connie Total:		1,444.40
CRDA1021 - Corodata Records Management, Inc.		
0	07/24/2025	
Inv RS7077346		531.80
0 Total:		531.80
CRDA1021 - Corodata Records Management, Inc. Total:		531.80
CSAC2012 - Public Risk, Innovation, Solutions, and Management		
0	07/24/2025	
Inv 26100166		749,041.00
Inv 26300108		1,147,859.00
Inv 26400084		2,253.48
Inv 26400311		8,042.00
Inv 26400807		78,592.00
Inv 26500116		187,097.00
0 Total:		2,172,884.48
CSAC2012 - Public Risk, Innovation, Solutions, and Management Total:		2,172,884.48
DABN8267 - Bohan, Diana 101-8030-8021-8267-000		
0	07/24/2025	
Inv JuneYoga		423.20
0 Total:		423.20
DABN8267 - Bohan, Diana Total:		423.20
DDLP8010 - Dr. Detail Ph.D LLC		
0	07/24/2025	
Inv 3341		700.00

Check Number	Check Date	Amount
Inv 3364		1,890.00
Inv 3365		700.00
0 Total:		3,290.00
DDLP8010 - Dr. Detail Ph.D LLC Total:		3,290.00
DTATK701 - Data Ticket, Inc.		
321711	07/24/2025	
Inv 180111		200.00
321711 Total:		200.00
DTATK701 - Data Ticket, Inc. Total:		200.00
ELSRTIRE - El Sereno Tire Shop		
321712	07/24/2025	
Inv 4292		20.00
321712 Total:		20.00
ELSRTIRE - El Sereno Tire Shop Total:		20.00
FCA1245 - Los Angeles Fire Chiefs Association		
321714	07/24/2025	
Inv 2025-2026		1,500.00
321714 Total:		1,500.00
FCA1245 - Los Angeles Fire Chiefs Association Total:		1,500.00
GRTE2011 - Granite Telecommunications, LLC		
0	07/24/2025	
Inv 701966814		55.49
0 Total:		55.49
GRTE2011 - Granite Telecommunications, LLC Total:		55.49
HIRNADA - Nada Bus, Inc.		
321715	07/24/2025	
Inv 52586		1,120.00
321715 Total:		1,120.00
HIRNADA - Nada Bus, Inc. Total:		1,120.00
HRAA7101 - HR&A Advisors, Inc		
321713	07/24/2025	
Inv INV4797		8,513.00

Check Number	Check Date	Amount
Inv INV4903		17,585.00
321713 Total:		26,098.00
HRAA7101 - HR&A Advisors, Inc Total:		26,098.00
LAKEVIEW - Sharma, Nitish		
321719	07/24/2025	
Inv 41		33,700.00
321719 Total:		33,700.00
LAKEVIEW - Sharma, Nitish Total:		33,700.00
LCW7456 - Liebert Cassidy Whitmore		
0	07/24/2025	
Inv 298236		4,425.00
0 Total:		4,425.00
LCW7456 - Liebert Cassidy Whitmore Total:		4,425.00
LUIC7101 - Carrillo, Luis		
321708	07/24/2025	
Inv 391-1		325.50
Inv 391-2		1,119.50
321708 Total:		1,445.00
LUIC7101 - Carrillo, Luis Total:		1,445.00
MIGINC - Moore Iacofano Goltsman, Inc.		
0	07/24/2025	
Inv 0091639		4,825.00
0 Total:		4,825.00
MIGINC - Moore Iacofano Goltsman, Inc. Total:		4,825.00
PBGF8031 - Pitney Bowes Global Financial Services LLC		
321718	07/24/2025	
Inv 3107258502		219.93
321718 Total:		219.93
PBGF8031 - Pitney Bowes Global Financial Services LLC Total:		219.93
PMAB8021 - Budka, Pamela Avry		
321703	07/24/2025	
Inv ChairYogaJune		208.80

Check Number	Check Date	Amount
Inv MeditationJune		86.40
321703 Total:		295.20
PMAB8021 - Budka, Pamela Avry Total:		295.20
PMLDONG - Dong, Pamella C.		
0	07/24/2025	
Inv JuneMartialArts		188.00
Inv JuneQiGong		208.00
0 Total:		396.00
PMLDONG - Dong, Pamella C. Total:		396.00
PUFG8267 - Wong, Pauline Sam		
0	07/24/2025	
Inv AdultJune		208.00
Inv SeniorJune		96.00
0 Total:		304.00
PUFG8267 - Wong, Pauline Sam Total:		304.00
PWP4465 - Pasadena Water & Power		
321717	07/24/2025	
Inv 6/11/25-7/11/25		3,165.33
321717 Total:		3,165.33
PWP4465 - Pasadena Water & Power Total:		3,165.33
RNIL7101 - Nilo, Richard		
321716	07/24/2025	
Inv 06112025		25.61
Inv 5222025-1		27.65
321716 Total:		53.26
RNIL7101 - Nilo, Richard Total:		53.26
RWGN8160 - Richards, Watson & Gershon		
0	07/24/2025	
Inv 253868		37,217.23
Inv 253869		3,893.00
Inv 253870		22.50
Inv 253871		280.00
0 Total:		41,412.73

Check Number	Check Date	Amount
RWGN8160 - Richards, Watson & Gershon Total:		41,412.73
SCA4329 - Southern California Association of Governments		
321721	07/24/2025	
Inv SCAG FY26 0167		4,060.00
321721 Total:		4,060.00
SCA4329 - Southern California Association of Governments Total:		4,060.00
SOU5030 - SoCalGAS		
321720	07/24/2025	
Inv 6/1/25-7/1/25		13.75
321720 Total:		13.75
SOU5030 - SoCalGAS Total:		13.75
SOU5401 - City of South Pasadena-Sr.Center Petty Cash		
321709	07/24/2025	
Inv 6252025		497.10
321709 Total:		497.10
SOU5401 - City of South Pasadena-Sr.Center Petty Cash Total:		497.10
STA5219 - Staples Business Advantage		
0	07/24/2025	
Inv 6034348757		495.14
Inv 6034417518		14.61
Inv 6035143590		482.01
Inv 6035553773		872.89
Inv 6035624053		757.59
Inv 6035624056		19.99
0 Total:		2,642.23
STA5219 - Staples Business Advantage Total:		2,642.23
SUVA8022 - Sunset Vans Inc.		
321722	07/24/2025	
Inv 200287		155.00
Inv 200288		155.00
Inv 200289		155.00
Inv 200290		310.00
321722 Total:		775.00
SUVA8022 - Sunset Vans Inc. Total:		775.00

Check Number	Check Date	Amount
SWRCB833 - State Water Resources Control Board		
0	07/24/2025	
Inv 13813-550-0		425,808.19
0 Total:		425,808.19
SWRCB833 - State Water Resources Control Board Total:		425,808.19
TCGS3012 - The Corporate Gift Service, Inc.		
321724	07/24/2025	
Inv 34852		325.30
321724 Total:		325.30
TCGS3012 - The Corporate Gift Service, Inc. Total:		325.30
THEARGRP - The Arroyo Group		
321723	07/24/2025	
Inv 10218-1		20,270.15
Inv 10230-4		23,060.95
Inv 10233-5		8,324.75
321723 Total:		51,655.85
THEARGRP - The Arroyo Group Total:		51,655.85
TIM4011 - Charter Communications Holdings, LLC		
0	07/24/2025	
Inv 187633401061425		387.10
Inv 187633401071425		387.53
Inv 188597901070125		436.96
Inv 188598001070125		83.95
Inv 188598401		130.50
Inv 188598401070125		436.96
Inv 188598901		61.32
0 Total:		1,924.32
TIM4011 - Charter Communications Holdings, LLC Total:		1,924.32
TRA5998 - Transtech Engineers, Inc.		
0	07/24/2025	
Inv 20253395		39,940.00
Inv 20253396		46,723.07
Inv 20253628		33,210.00
Inv 20253629		32,722.07
0 Total:		152,595.14
TRA5998 - Transtech Engineers, Inc. Total:		152,595.14

Check Number	Check Date	Amount
TRIOVLLY - Valley Services, Inc.		
321726	07/24/2025	
Inv INV2230063983		3,861.00
Inv INV2230065583		4,095.00
Inv INV2230067013		4,036.50
321726 Total:		11,992.50
TRIOVLLY - Valley Services, Inc. Total:		11,992.50
TRUPINT - TruePoint Solutions, LLC		
0	07/24/2025	
Inv 4136		2,970.00
0 Total:		2,970.00
TRUPINT - TruePoint Solutions, LLC Total:		2,970.00
ULIN8021 - Uline, Inc.		
0	07/24/2025	
Inv 191742588		573.80
Inv 193274429		587.56
0 Total:		1,161.36
ULIN8021 - Uline, Inc. Total:		1,161.36
UPP7789 - Upper San Gabriel Valley MWD		
321725	07/24/2025	
Inv 2/06-25		108.33
Inv 2025Q3		4,225.00
321725 Total:		4,333.33
UPP7789 - Upper San Gabriel Valley MWD Total:		4,333.33
VERW6711 - Verizon Wireless		
321727	07/24/2025	
Inv 6116277289		417.98
Inv 6117012738		1,003.04
321727 Total:		1,421.02
VERW6711 - Verizon Wireless Total:		1,421.02
WHAINC - William Hezmalhalch Architects, Inc.		
321728	07/24/2025	
Inv 112371		1,312.50
321728 Total:		1,312.50

Check Number	Check Date	Amount
WHAINC - William Hezmalhalch Architects, Inc. Total:		1,312.50
Total:		7,481,529.62

Accounts Payable

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Check Number	Check Date	Amount
AT&T5006 - AT&T		
321729	07/31/2025	
Inv 130464796		127.69
321729 Total:		127.69
AT&T5006 - AT&T Total:		127.69
ATCN9011 - AT&T		
321730	07/31/2025	
Inv 000023808171		85.53
321730 Total:		85.53
ATCN9011 - AT&T Total:		85.53
CSD3014 - Ca. State Disbursement Unit		
321731	07/31/2025	
Inv PR 07.18.2025		903.69
321731 Total:		903.69
CSD3014 - Ca. State Disbursement Unit Total:		903.69
DEL4000 - Dell Marketing L.P.		
0	07/31/2025	
Inv 10804247060		3,675.42
0 Total:		3,675.42
DEL4000 - Dell Marketing L.P. Total:		3,675.42
DTV5012 - DIRECTV		
321732	07/31/2025	
Inv 68653046X250729		104.98
321732 Total:		104.98
DTV5012 - DIRECTV Total:		104.98
GCCG2015 - Gateway Water Mgmt Authority		

Check Number	Check Date	Amount
321735	07/31/2025	
Inv HTU-22-57		588.90
Inv HTU-23-57		677.24
Inv HTU-24-57		680.17
321735 Total:		1,946.31
GCCG2015 - Gateway Water Mgmt Authority Total:		1,946.31
HOWI2011 - House of Winners, Inc.		
321736	07/31/2025	
Inv 072325-1		1,911.65
321736 Total:		1,911.65
HOWI2011 - House of Winners, Inc. Total:		1,911.65
SCFT0000 - Franchise Tax Board		
321733	07/31/2025	
Inv PR 07.18.2025		134.98
321733 Total:		134.98
SCFT0000 - Franchise Tax Board Total:		134.98
SCFT0001 - Franchise Tax Board		
321734	07/31/2025	
Inv PR 07.18.2025		90.00
321734 Total:		90.00
SCFT0001 - Franchise Tax Board Total:		90.00
SSDV2018 - Sandoval, Sheila		
0	07/31/2025	
Inv PR 07.18.2025		1,271.27
0 Total:		1,271.27
SSDV2018 - Sandoval, Sheila Total:		1,271.27
TIM4011 - Charter Communications Holdings, LLC		
0	07/31/2025	
Inv 187633501072125		3,918.72
Inv 188598501072125		266.32
0 Total:		4,185.04
TIM4011 - Charter Communications Holdings, LLC Total:		4,185.04

Check Number	Check Date	Amount
TMOB4010 - T-Mobile		
321737	07/31/2025	
Inv 988212311		465.13
321737 Total:		465.13
TMOB4010 - T-Mobile Total:		465.13
WENT5011 - WestNet		
321738	07/31/2025	
Inv 29049		5,400.00
321738 Total:		5,400.00
WENT5011 - WestNet Total:		5,400.00
WLHD8020 - Westlake Hardware		
0	07/31/2025	
Inv 14305893		146.71
Inv 14305900		55.19
Inv 14305904		78.43
Inv 14305906		-3.32
Inv 14305935		142.24
Inv 14305942		29.37
0 Total:		448.62
WLHD8020 - Westlake Hardware Total:		448.62
Total:		20,750.31

Accounts Payable

Check Detail

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Check Number	Check Date	Amount
AIS0107 - Alliant Insurance Services, Inc.		
0	08/04/2025	
Inv 3139482		2,891.00
0 Total:		2,891.00
AIS0107 - Alliant Insurance Services, Inc. Total:		2,891.00
ALH0181 - Alhambra Hospital Med Ctr		
321739	08/04/2025	
Inv SPFD001		2,966.53
Inv SPFD004		1,853.24
321739 Total:		4,819.77
ALH0181 - Alhambra Hospital Med Ctr Total:		4,819.77
ALL0197 - All Star Fire Equipment, Inc.		
321740	08/04/2025	
Inv 265295		71.78
321740 Total:		71.78
ALL0197 - All Star Fire Equipment, Inc. Total:		71.78
AMAZONCP - Amazon Capital Services, Inc.		
0	08/04/2025	
Inv 137Y-L4XY-P6GG		44.18
Inv 1FRK-7P4N-4FKD		888.86
Inv 1HKW-H3CT-V4KP		298.34
Inv 1KC1-XWFM-3HLG		268.24
Inv 1V67-JVGD-YYJ6		485.94
Inv 1VVL-XPV4-XK36		99.34
0 Total:		2,084.90
AMAZONCP - Amazon Capital Services, Inc. Total:		2,084.90
AME0229 - Ameritas		
0	08/04/2025	
Inv July 2025 Visio		2,694.96
Inv July 2025Dental		10,354.28

Check Number	Check Date	Amount
0 Total:		13,049.24
AME0229 - Ameritas Total:		13,049.24
AZTL1011 - Zavala, Jose Luis		
321753	08/04/2025	
Inv SP2025_001		4,150.00
321753 Total:		4,150.00
AZTL1011 - Zavala, Jose Luis Total:		4,150.00
CAL5236 - Dy-Dee Services of Pasadena, Inc.		
321742	08/04/2025	
Inv 2460028		110.04
321742 Total:		110.04
CAL5236 - Dy-Dee Services of Pasadena, Inc. Total:		110.04
COBR7131 - The Advantage Group		
0	08/04/2025	
Inv August 2025		22,088.56
Inv July 2025		22,088.56
0 Total:		44,177.12
COBR7131 - The Advantage Group Total:		44,177.12
HIRNADA - Nada Bus, Inc.		
321746	08/04/2025	
Inv 52644		2,530.00
321746 Total:		2,530.00
HIRNADA - Nada Bus, Inc. Total:		2,530.00
INDCYASS - Independent Cities Association, Inc.		
321743	08/04/2025	
Inv 1474		1,347.15
321743 Total:		1,347.15
INDCYASS - Independent Cities Association, Inc. Total:		1,347.15
JCRS5011 - Jones Coffee Roasters		
321744	08/04/2025	
Inv 71274		240.00

Check Number	Check Date	Amount
321744 Total:		240.00
JCRS5011 - Jones Coffee Roasters Total:		240.00
LUVA8110 - Vazquez, Luis		
321751	08/04/2025	
Inv 05.01.2025		175.00
Inv 06.25.2025		189.88
321751 Total:		364.88
LUVA8110 - Vazquez, Luis Total:		364.88
MUTOMAHA - Mutual of Omaha Insurance Company		
321745	08/04/2025	
Inv 001907196115		2,570.35
321745 Total:		2,570.35
MUTOMAHA - Mutual of Omaha Insurance Company Total:		2,570.35
POR4707 - United Site Services, Inc.		
321750	08/04/2025	
Inv 114-14093480		1,079.00
Inv 114-14093481		362.82
Inv INV-5323238		607.46
Inv INV-5386697		607.46
321750 Total:		2,656.74
POR4707 - United Site Services, Inc. Total:		2,656.74
RWGN8160 - Richards, Watson & Gershon		
0	08/04/2025	
Inv 254246		36,495.00
Inv 254247		3,724.00
Inv 254248		720.00
0 Total:		40,939.00
RWGN8160 - Richards, Watson & Gershon Total:		40,939.00
SGEP2011 - San Gabriel Valley Economic Partnership		
321748	08/04/2025	
Inv 8451		3,000.00
321748 Total:		3,000.00
SGEP2011 - San Gabriel Valley Economic Partnership Total:		3,000.00

Check Number	Check Date	Amount
SGVM2010 - San Gabriel Valley CM Association		
321747	08/04/2025	
Inv FY25-26		55.00
321747 Total:		55.00
SGVM2010 - San Gabriel Valley CM Association Total:		55.00
SPMN3010 - City of South Pasadena		
321741	08/04/2025	
Inv 14044-07.09.25		481.66
Inv 19126-07.09.25		532.68
Inv 19386-07.09.25		581.66
Inv 19387-07.09.25		528.56
321741 Total:		2,124.56
SPMN3010 - City of South Pasadena Total:		2,124.56
SPUSDD - South Pasadena Unified School District		
321749	08/04/2025	
Inv CAMPMEDJUNE2025		890.00
321749 Total:		890.00
SPUSDD - South Pasadena Unified School District Total:		890.00
STA5219 - Staples Business Advantage		
0	08/04/2025	
Inv 6035553772		46.40
Inv 6036254753		172.50
Inv 6036254755		33.50
Inv 6036324487		122.79
Inv 6036973469		42.32
Inv 6037274381		94.34
0 Total:		511.85
STA5219 - Staples Business Advantage Total:		511.85
WIT6353 - Wittman Enterprises LLC		
321752	08/04/2025	
Inv 2506059		6,534.01
321752 Total:		6,534.01
WIT6353 - Wittman Enterprises LLC Total:		6,534.01

Check Number	Check Date	Amount
Total:		135,117.39

Accounts Payable

Check Detail

User: tfernandez
Printed: 08/12/2025 - 10:53AM

Check Number	Check Date	Amount
AFLA7010 - AFLAC		
0	08/11/2025	
Inv 907244		693.35
0 Total:		693.35
AFLA7010 - AFLAC Total:		693.35
CEAP7000 - S.P. Public Service Employees Association-PT 700-0000-0000-2249-000		
0	08/11/2025	
Inv PR 08.01.2025		136.00
0 Total:		136.00
CEAP7000 - S.P. Public Service Employees Association-PT Total:		136.00
CSD3014 - Ca. State Disbursement Unit		
321754	08/11/2025	
Inv PR 08.01.2025		903.69
321754 Total:		903.69
CSD3014 - Ca. State Disbursement Unit Total:		903.69
OCL8011 - OCLC Inc.		
0	08/11/2025	
Inv 1000435418		391.11
0 Total:		391.11
OCL8011 - OCLC Inc. Total:		391.11
POS5265 - Post Alarm Systems		
0	08/11/2025	
Inv 1808618		1,120.68
Inv 1823749		123.70
0 Total:		1,244.38
POS5265 - Post Alarm Systems Total:		1,244.38

Check Number	Check Date	Amount
SAN4958 - San Marino Security System, Inc.		
321757	08/11/2025	
Inv 59504		1,569.00
321757 Total:		1,569.00
SAN4958 - San Marino Security System, Inc. Total:		1,569.00
SCFT0000 - Franchise Tax Board		
321755	08/11/2025	
Inv PR 08.01.2025		134.98
321755 Total:		134.98
SCFT0000 - Franchise Tax Board Total:		134.98
SCFT0001 - Franchise Tax Board		
321756	08/11/2025	
Inv PR 08.01.2025		90.00
321756 Total:		90.00
SCFT0001 - Franchise Tax Board Total:		90.00
SOU5230 - S.P.Firefighters L-3657		
0	08/11/2025	
Inv PR 08.01.2025		2,007.42
0 Total:		2,007.42
SOU5230 - S.P.Firefighters L-3657 Total:		2,007.42
SOU5435 - S.P. Police Officers Association 700-0000-0000-2246-000		
0	08/11/2025	
Inv PR 08.01.2025		7,291.38
0 Total:		7,291.38
SOU5435 - S.P. Police Officers Association Total:		7,291.38
SOU5451 - S.P. Public Service Employees Association 700-0000-0000-2248-000		
0	08/11/2025	
Inv PR 08.01.2025		1,530.00
0 Total:		1,530.00
SOU5451 - S.P. Public Service Employees Association Total:		1,530.00
SPEC5011 - Spectrum Gas Products		
321758	08/11/2025	

Check Number	Check Date	Amount
Inv 0000655891		39.50
Inv 0000656571		115.48
321758 Total:		154.98
SPEC5011 - Spectrum Gas Products Total:		154.98
SSDV2018 - Sandoval, Sheila		
0	08/11/2025	
Inv PR 08.01.2025		1,271.27
0 Total:		1,271.27
SSDV2018 - Sandoval, Sheila Total:		1,271.27
TUM8011 - Tumbleweed Press Inc.		
321759	08/11/2025	
Inv 119646		699.00
321759 Total:		699.00
TUM8011 - Tumbleweed Press Inc. Total:		699.00
UQMS8010 - Unique Management Services, Inc.		
0	08/11/2025	
Inv 6141147		267.95
0 Total:		267.95
UQMS8010 - Unique Management Services, Inc. Total:		267.95
Total:		18,384.51

Accounts Payable

Check Detail

User: tfernandez
Printed: 08/12/2025 - 10:55AM

Check Number	Check Date	Amount
ENTERPRI - Enterprise FM Trust		
0	08/11/2025	
Inv FBN5405028		25,516.93
0 Total:		25,516.93
ENTERPRI - Enterprise FM Trust Total:		25,516.93
Total:		25,516.93

Accounts Payable

Check Detail

User: tfernandez
Printed: 08/12/2025 - 11:03AM

Check Number	Check Date	Amount
ACCOEG - ACCO Engineered Systems, Inc.		
321760	08/11/2025	
Inv 20698589		420.00
321760 Total:		420.00
ACCOEG - ACCO Engineered Systems, Inc. Total:		420.00
ACMT2920 - All City Management Services, Inc.		
321764	08/11/2025	
Inv 102194		8,417.52
Inv 102382		8,417.52
321764 Total:		16,835.04
ACMT2920 - All City Management Services, Inc. Total:		16,835.04
ACTM3010 - Robert Half International, Inc.		
0	08/11/2025	
Inv 0241522C		5,712.00
Inv 0242740C		5,355.00
Inv 65141769		1,900.00
Inv 65171113		1,425.00
Inv 65174322		1,900.00
Inv 65198116		1,900.00
Inv 65242501		1,900.00
0 Total:		20,092.00
ACTM3010 - Robert Half International, Inc. Total:		20,092.00
ADA0143 - Professional Police Supply, Inc		
0	08/11/2025	
Inv INV437147		1,682.13
0 Total:		1,682.13
ADA0143 - Professional Police Supply, Inc Total:		1,682.13
ADHA6116 - Herrera, Adam		
321828	08/11/2025	
Inv 6/30/2025		39.76

Check Number	Check Date	Amount
Inv 7/10/2025		39.76
321828 Total:		79.52
ADHA6116 - Herrera, Adam Total:		79.52
AKDC9265 - Ashok Kumar Dhingra		
0	08/11/2025	
Inv CSP 2025-07		28,722.29
0 Total:		28,722.29
AKDC9265 - Ashok Kumar Dhingra Total:		28,722.29
ALH0179 - Alhambra Car Wash		
321762	08/11/2025	
Inv June 2025		350.00
321762 Total:		350.00
ALH0179 - Alhambra Car Wash Total:		350.00
ALH0181 - Alhambra Hospital Med Ctr		
321763	08/11/2025	
Inv SPFD005		657.45
321763 Total:		657.45
ALH0181 - Alhambra Hospital Med Ctr Total:		657.45
ALL0197 - All Star Fire Equipment, Inc.		
321765	08/11/2025	
Inv 265820		384.52
Inv 265822		90.00
321765 Total:		474.52
ALL0197 - All Star Fire Equipment, Inc. Total:		474.52
ALMI8032 - Minaeva, Alessia		
321845	08/11/2025	
Inv SALWCS-JUL25		263.25
321845 Total:		263.25
ALMI8032 - Minaeva, Alessia Total:		263.25
ALTA2011 - ALTA Language Services, INC.		
0	08/11/2025	
Inv IS797774		174.00

Check Number	Check Date	Amount
0 Total:		174.00
ALTA2011 - ALTA Language Services, INC. Total:		174.00
ALXS6711 - Nick Barbieri Trucking, LLC		
321854	08/11/2025	
Inv 1210529-IN		133.78
321854 Total:		133.78
ALXS6711 - Nick Barbieri Trucking, LLC Total:		133.78
AMAZONCP - Amazon Capital Services, Inc.		
0	08/11/2025	
Inv 11RT-RCPJ-D3LD		219.16
Inv 11WH-PRGM-CMNL		107.36
Inv 13KL-DJM4-9X9D		35.35
Inv 13NL-XVGT-H6RG		13.24
Inv 149P-WN3N-RFYW		1,270.74
Inv 1616-PQ7N-DYFK		34.13
Inv 19VJ-NCF7-KVWM		225.96
Inv 1CHQ-9QLQ-Y716		13.22
Inv 1F4G-J4YM-D6JY		404.41
Inv 1GN3-NKG9-WNCN		14.92
Inv 1H1M-LPX7-KL1M		131.42
Inv 1HHG-4QJG-3CTC		28.70
Inv 1J9W-DD1N-PF13		251.91
Inv 1JQV-D9GL-YWDR		157.46
Inv 1Q3F-NDJ1-9JLG		623.85
Inv 1Q6Q-GT3L-Y73Y		22.08
Inv 1QQ9-G749-6V44		58.55
Inv 1QXD-1RCG-94KY		926.70
Inv 1RJ4-4FTD-DDW7		-22.08
Inv 1TCD-X49V-RHVL		46.07
Inv 1TPC-PFN7-CJKH		288.31
Inv 1VCF-NP6V-DLVJ		39.88
Inv 1VG9-MKDR-PD6C		99.82
Inv 1VKV-4F4F-LPKJ		182.71
Inv 1VX4-GN41-9WGN		308.12
Inv 1W1J-1VJN-H3P3		240.15
Inv 1W6H-9VGX-19L9		76.57
Inv 1X4C-61M3-K9KW		58.36
Inv 1X97-DN9W-FR1M		182.86
0 Total:		6,039.93
AMAZONCP - Amazon Capital Services, Inc. Total:		6,039.93
AMDA6710 - Almeda, Jose L.		
321766	08/11/2025	
Inv FY24-25_BootsJA		250.00

Check Number	Check Date	Amount
321766 Total:		250.00
AMDA6710 - Almeda, Jose L. Total:		250.00
AMPM5011 - AMPM Door, Inc.		
0	08/11/2025	
Inv 65805		475.97
0 Total:		475.97
AMPM5011 - AMPM Door, Inc. Total:		475.97
AMTIR4 - The Reinalt-Thomas Corporation DBA		
321887	08/11/2025	
Inv 2135849		626.03
Inv 2137972		233.32
Inv 2138210		244.10
321887 Total:		1,103.45
AMTIR4 - The Reinalt-Thomas Corporation DBA Total:		1,103.45
ANGY8030 - Grady, Anthony Q.		
321821	08/11/2025	
Inv JUJIT.JUL25		416.00
321821 Total:		416.00
ANGY8030 - Grady, Anthony Q. Total:		416.00
ANMINTOS - Mintos, Anthony		
321846	08/11/2025	
Inv Film631		855.00
321846 Total:		855.00
ANMINTOS - Mintos, Anthony Total:		855.00
ANNJ6011 - Ji, Anna		
321833	08/11/2025	
Inv PW2922		3,392.00
321833 Total:		3,392.00
ANNJ6011 - Ji, Anna Total:		3,392.00
ANTLOPEZ - Lopez, Anthony		
321841	08/11/2025	
Inv 06302025		168.00

Check Number	Check Date	Amount
Inv 686428		642.81
321841 Total:		810.81
ANTLOPEZ - Lopez, Anthony Total:		810.81
ARCD6011 - ARC Document Solutions, LLC		
321767	08/11/2025	
Inv 12847718		93.43
321767 Total:		93.43
ARCD6011 - ARC Document Solutions, LLC Total:		93.43
ARRSCINC - Arrowhead Scientific, Inc.		
321769	08/11/2025	
Inv 183061		421.74
321769 Total:		421.74
ARRSCINC - Arrowhead Scientific, Inc. Total:		421.74
ATGC8530 - CU Technology		
0	08/11/2025	
Inv 12501		340.99
Inv 12555		26,413.75
Inv 12591		1,561.13
Inv 12650		26,413.75
0 Total:		54,729.62
ATGC8530 - CU Technology Total:		54,729.62
AUTOCSPC - Echeveria, Jose		
321806	08/11/2025	
Inv 10087		1,174.20
Inv 10123		1,310.54
Inv 11985		1,458.73
Inv 12433		345.68
Inv 12553		142.96
Inv 12619		378.10
Inv 12664		652.25
Inv 12854		317.44
Inv 12886		386.23
321806 Total:		6,166.13
AUTOCSPC - Echeveria, Jose Total:		6,166.13
AZTL1011 - Zavala, Jose Luis		
321901	08/11/2025	

Check Number	Check Date	Amount
Inv SP2025_002		6,100.00
Inv SP2025_003		4,150.00
Inv SP2025_004		4,150.00
Inv SP2025_005		4,150.00
321901 Total:		18,550.00
AZTL1011 - Zavala, Jose Luis Total:		18,550.00
BAK0369 - BTAC UNITED ACQUISITION HOLDING COMPANY		
0	08/11/2025	
Inv 2039069799		263.86
Inv 2039102831		223.20
Inv 2039115246		308.80
Inv 2039124456		707.60
Inv 2039126341		94.59
Inv 2039152738		147.27
Inv 2039153008		301.68
0 Total:		2,047.00
BAK0369 - BTAC UNITED ACQUISITION HOLDING COMPANY Total:		2,047.00
BAK9999 - Baker & Taylor Inc.		
0	08/11/2025	
Inv NS25060094		2,328.14
0 Total:		2,328.14
BAK9999 - Baker & Taylor Inc. Total:		2,328.14
BARALPW - Barrera, Alejandro		
321771	08/11/2025	
Inv 7/12/2025		25.20
Inv 7/17/2025		25.20
Inv 7/20/2025		25.20
Inv 7/25/2025		25.20
Inv 7/3/2025		25.20
Inv FY25-26_AB		250.00
321771 Total:		376.00
BARALPW - Barrera, Alejandro Total:		376.00
BLBA8010 - Bibliotheca, LLC		
0	08/11/2025	
Inv INV-US81458		3,111.24
0 Total:		3,111.24
BLBA8010 - Bibliotheca, LLC Total:		3,111.24

Check Number	Check Date	Amount
BLSP8010 - Blackstone Publishing		
0	08/11/2025	
Inv 2204525		62.58
0 Total:		62.58
BLSP8010 - Blackstone Publishing Total:		62.58
BRFL2563 - Brainfuse, LLC		
321775	08/11/2025	
Inv 2014037		3,750.00
321775 Total:		3,750.00
BRFL2563 - Brainfuse, LLC Total:		3,750.00
BRMR8267 - BRIT West Soccer		
321776	08/11/2025	
Inv BritWestJUL25		877.50
321776 Total:		877.50
BRMR8267 - BRIT West Soccer Total:		877.50
BSIS6011 - Big State Industrial Supply, Inc.		
321774	08/11/2025	
Inv 1604148		1,435.96
321774 Total:		1,435.96
BSIS6011 - Big State Industrial Supply, Inc. Total:		1,435.96
BUJO6011 - Butler, Joseph		
321779	08/11/2025	
Inv DW0725-01		500.00
321779 Total:		500.00
BUJO6011 - Butler, Joseph Total:		500.00
CADPTCSC - California Department of Conservation		
321782	08/11/2025	
Inv 040106302025		1,358.55
321782 Total:		1,358.55
CADPTCSC - California Department of Conservation Total:		1,358.55
CAEN9297 - Carollo Engineers, Inc.		

Check Number	Check Date	Amount
0	08/11/2025	
Inv FB64002		28,000.00
0 Total:		28,000.00
CAEN9297 - Carollo Engineers, Inc. Total:		28,000.00
CAL5236 - Dy-Dee Services of Pasadena, Inc.		
321805	08/11/2025	
Inv 2462544		90.48
Inv 2465328		94.99
Inv 2469169		110.54
Inv 2473015		118.51
321805 Total:		414.52
CAL5236 - Dy-Dee Services of Pasadena, Inc. Total:		414.52
CAL6695 - California American Water		
321781	08/11/2025	
Inv 6/19/25-7/18/25		37.41
321781 Total:		37.41
CAL6695 - California American Water Total:		37.41
CALG6711 - Calgon Carbon Corporation		
0	08/11/2025	
Inv 90207727		204,592.00
0 Total:		204,592.00
CALG6711 - Calgon Carbon Corporation Total:		204,592.00
CAMERPL - California Metro Patrol & EMS, Inc.		
321783	08/11/2025	
Inv 10995		2,959.92
321783 Total:		2,959.92
CAMERPL - California Metro Patrol & EMS, Inc. Total:		2,959.92
CAMUNIST - California Municipal Statistics Inc		
321784	08/11/2025	
Inv 25072406		1,200.00
321784 Total:		1,200.00
CAMUNIST - California Municipal Statistics Inc Total:		1,200.00

Check Number	Check Date	Amount
CAN0607 - Cantu Graphics Inc.		
321786	08/11/2025	
Inv 64131-2		1,626.56
Inv 64265-2		514.87
Inv 64300-2		44.04
Inv 64376-2		88.09
Inv 64465-2		44.04
Inv 64465-3		88.09
Inv 64465-4		44.04
321786 Total:		2,449.73
CAN0607 - Cantu Graphics Inc. Total:		2,449.73
CDPS1020 - ICC General Code Inc		
321830	08/11/2025	
Inv GCI0017934		757.50
321830 Total:		757.50
CDPS1020 - ICC General Code Inc Total:		757.50
CENINFOS - Cenage Learning Inc.		
0	08/11/2025	
Inv 84602663		4,006.40
0 Total:		4,006.40
CENINFOS - Cenage Learning Inc. Total:		4,006.40
CFNSPR - California Newspapers Partnership		
0	08/11/2025	
Inv 0011740736		431.55
Inv May 2025		2,734.72
0 Total:		3,166.27
CFNSPR - California Newspapers Partnership Total:		3,166.27
CGPH4011 - Phillips, Craig		
321867	08/11/2025	
Inv 07/10-12/25		457.68
321867 Total:		457.68
CGPH4011 - Phillips, Craig Total:		457.68
CHAG8032 - Chang, Emily		
0	08/11/2025	
Inv KMJUL25		296.40

Check Number	Check Date	Amount
0 Total:		296.40
CHAG8032 - Chang, Emily Total:		296.40
CHWCONST - Chawkins, Ken		
321788	08/11/2025	
Inv 1154		1,657.50
321788 Total:		1,657.50
CHWCONST - Chawkins, Ken Total:		1,657.50
CINTA3 - Cintas Corporation		
321789	08/11/2025	
Inv 4235196572		610.24
321789 Total:		610.24
CINTA3 - Cintas Corporation Total:		610.24
CINTAS - Cintas Corporation		
321790	08/11/2025	
Inv 9327277565		438.38
321790 Total:		438.38
CINTAS - Cintas Corporation Total:		438.38
CLLA6749 - CliftonLarsonAllen LLP		
321796	08/11/2025	
Inv L251428616		34,807.50
321796 Total:		34,807.50
CLLA6749 - CliftonLarsonAllen LLP Total:		34,807.50
CMII4011 - CMI, Inc.		
0	08/11/2025	
Inv 957773		10,815.75
0 Total:		10,815.75
CMII4011 - CMI, Inc. Total:		10,815.75
CMPCTIRE - Company C. Tire Corporation		
321797	08/11/2025	
Inv 60143		1,595.00
321797 Total:		1,595.00

CMPCTIRE - Company C. Tire Corporation Total:		1,595.00
CONYEE - Yee, Connie		
0	08/11/2025	
Inv BodySculptJuly		93.60
Inv JulyFF		1,032.00
0 Total:		1,125.60
CONYEE - Yee, Connie Total:		1,125.60
CPS4011 - Northwestern University		
321859	08/11/2025	
Inv 28859		1,095.00
321859 Total:		1,095.00
CPS4011 - Northwestern University Total:		1,095.00
CRDA1021 - Corodata Records Management, Inc.		
0	08/11/2025	
Inv RS7096178		547.35
0 Total:		547.35
CRDA1021 - Corodata Records Management, Inc. Total:		547.35
CRHY8067 - Hartney, Corey P.		
0	08/11/2025	
Inv INVJUL25		49.00
0 Total:		49.00
CRHY8067 - Hartney, Corey P. Total:		49.00
CRPG6410 - Peguero, Catrina		
321865	08/11/2025	
Inv 7/12/25 Fuel		100.00
Inv FY24-25_CP_MSA1		150.00
Inv FY24-25_CP_MSA2		150.00
321865 Total:		400.00
CRPG6410 - Peguero, Catrina Total:		400.00
CRSR2010 - Corodata Shredding Inc.		
0	08/11/2025	
Inv DN1529834		203.09

Check Number	Check Date	Amount
0 Total:		203.09
CRSR2010 - Corodata Shredding Inc. Total:		203.09
CTYELCSP - City Electric Supply Company		
321792	08/11/2025	
Inv PDA/029070		393.57
321792 Total:		393.57
CTYELCSP - City Electric Supply Company Total:		393.57
CVCPLUS - CivicPlus, LLC		
0	08/11/2025	
Inv 334791		4,617.27
0 Total:		4,617.27
CVCPLUS - CivicPlus, LLC Total:		4,617.27
CWNC2501 - Carl Warren & Company		
0	08/11/2025	
Inv July		6,886.60
0 Total:		6,886.60
CWNC2501 - Carl Warren & Company Total:		6,886.60
CYNQ6011 - Quade, Cynthia		
321869	08/11/2025	
Inv PW2911		1,696.00
321869 Total:		1,696.00
CYNQ6011 - Quade, Cynthia Total:		1,696.00
DABN8267 - Bohan, Diana 101-8030-8021-8267-000		
0	08/11/2025	
Inv JulyYoga		665.60
0 Total:		665.60
DABN8267 - Bohan, Diana Total:		665.60
DAYWIREL - Day Management Corporation		
321802	08/11/2025	
Inv SO46301280		480.95
321802 Total:		480.95

DAYWIREL - Day Management Corporation Total:		480.95
DBAR3011 - Brink's Incorporated		
0	08/11/2025	
Inv 12964195		2,232.60
Inv 7749762		30.38
0 Total:		2,262.98
DBAR3011 - Brink's Incorporated Total:		2,262.98
DCSG - DocuSign Inc.		
0	08/11/2025	
Inv 111100502502		8,950.50
0 Total:		8,950.50
DCSG - DocuSign Inc. Total:		8,950.50
DDLP8010 - Dr. Detail Ph.D LLC		
0	08/11/2025	
Inv 3361		495.00
Inv 3362		345.00
Inv 3363		540.00
0 Total:		1,380.00
DDLP8010 - Dr. Detail Ph.D LLC Total:		1,380.00
DEL4000 - Dell Marketing L.P.		
0	08/11/2025	
Inv 10820871341		20,061.03
0 Total:		20,061.03
DEL4000 - Dell Marketing L.P. Total:		20,061.03
DEP5072 - CA Dept of Transportation		
321780	08/11/2025	
Inv SL250796		4,467.77
Inv SL251110		2,092.10
321780 Total:		6,559.87
DEP5072 - CA Dept of Transportation Total:		6,559.87
DGSI6010 - Duthie Power Services		
321804	08/11/2025	
Inv A144189		1,009.09

Check Number	Check Date	Amount
321804 Total:		1,009.09
DGSI6010 - Duthie Power Services Total:		1,009.09
DMONTALV - Montalvo, David		
321848	08/11/2025	
Inv 7/10/2025		42.00
321848 Total:		42.00
DMONTALV - Montalvo, David Total:		42.00
DOGWASTE - ZW USA Inc		
321902	08/11/2025	
Inv 772938		1,872.75
321902 Total:		1,872.75
DOGWASTE - ZW USA Inc Total:		1,872.75
DRFLRCOV - DREAM FLOOR COVERING INC		
321803	08/11/2025	
Inv 165		30,382.10
321803 Total:		30,382.10
DRFLRCOV - DREAM FLOOR COVERING INC Total:		30,382.10
DSP0755 - D & S Printing		
321799	08/11/2025	
Inv 7004		2,422.16
321799 Total:		2,422.16
DSP0755 - D & S Printing Total:		2,422.16
DTATAUSS - David Taussig and Associates, Inc.		
321801	08/11/2025	
Inv 2506063		3,255.00
321801 Total:		3,255.00
DTATAUSS - David Taussig and Associates, Inc. Total:		3,255.00
DTATK701 - Data Ticket, Inc.		
321800	08/11/2025	
Inv 181315		200.00
321800 Total:		200.00

Check Number	Check Date	Amount
DTATK701 - Data Ticket, Inc. Total:		200.00
DVVLZ - David Volz Landscape Architects, Inc.		
0	08/11/2025	
Inv 423156		1,040.00
0 Total:		1,040.00
DVVLZ - David Volz Landscape Architects, Inc. Total:		1,040.00
EDGHITI - Engineering Consulting Services, Inc.		
321807	08/11/2025	
Inv 23		4,095.00
321807 Total:		4,095.00
EDGHITI - Engineering Consulting Services, Inc. Total:		4,095.00
EMSQIPAR - Givot, David		
0	08/11/2025	
Inv SPFD-06/2025		2,499.00
0 Total:		2,499.00
EMSQIPAR - Givot, David Total:		2,499.00
ENT5426 - The Aby Manufacturing Group Inc		
321884	08/11/2025	
Inv 0189176-IN		614.16
321884 Total:		614.16
ENT5426 - The Aby Manufacturing Group Inc Total:		614.16
ERCARRYO - Arroyo, Eric		
321770	08/11/2025	
Inv 3706		1,000.00
321770 Total:		1,000.00
ERCARRYO - Arroyo, Eric Total:		1,000.00
ERNMCACO - Camacho, Ernest M.		
321785	08/11/2025	
Inv 361-08		31,450.00
321785 Total:		31,450.00

Check Number	Check Date	Amount
ERNMCACO - Camacho, Ernest M. Total:		31,450.00
ESCLCEPW - Escalera, Lance		
321808	08/11/2025	
Inv 7/19/2025		31.36
Inv FY24-25_BootsLE		248.04
321808 Total:		279.40
ESCLCEPW - Escalera, Lance Total:		279.40
EURO6710 - Eurofins Environment Testing America Holdings, Inc		
0	08/11/2025	
Inv 3800089197		2,990.09
0 Total:		2,990.09
EURO6710 - Eurofins Environment Testing America Holdings, Inc Total:		2,990.09
FED1109 - FedEx		
321810	08/11/2025	
Inv 8-928-34332		18.94
321810 Total:		18.94
FED1109 - FedEx Total:		18.94
FLCGRP - Flock Group, Inc.		
0	08/11/2025	
Inv INV-61975		39,000.00
0 Total:		39,000.00
FLCGRP - Flock Group, Inc. Total:		39,000.00
FLRP7101 - Free Flo Rooter & Plumbing		
321815	08/11/2025	
Inv 5622		154.01
321815 Total:		154.01
FLRP7101 - Free Flo Rooter & Plumbing Total:		154.01
FOO7777 - Foothill Lock & Key		
321813	08/11/2025	
Inv 12917		250.00
321813 Total:		250.00

Check Number	Check Date	Amount
FOO7777 - Foothill Lock & Key Total:		250.00
FRAL4011 - Litterini, Frank		
321840	08/11/2025	
Inv 06/16-27/25		308.99
321840 Total:		308.99
FRAL4011 - Litterini, Frank Total:		308.99
FRNCPOST - FRANCOTYP-POSTALIA, INC.		
321814	08/11/2025	
Inv RI106694352		186.87
Inv RI106700664		218.46
321814 Total:		405.33
FRNCPOST - FRANCOTYP-POSTALIA, INC. Total:		405.33
FWWS1400 - Ferguson Waterworks #1083		
321812	08/11/2025	
Inv 0053756-1		3,156.50
Inv 0053819-1		1,505.85
321812 Total:		4,662.35
FWWS1400 - Ferguson Waterworks #1083 Total:		4,662.35
G4ARCHIT - Group 4 Architecture Research + Planning, Inc.		
321823	08/11/2025	
Inv 12872		23,174.99
321823 Total:		23,174.99
G4ARCHIT - Group 4 Architecture Research + Planning, Inc. Total:		23,174.99
GAL7788 - Gale, Donna M.		
321816	08/11/2025	
Inv B&TMC-JUL25		1,350.00
321816 Total:		1,350.00
GAL7788 - Gale, Donna M. Total:		1,350.00
GALL5011 - Galls, LLC		
321817	08/11/2025	
Inv 030844577		131.18
Inv 030868121		38.24
Inv 030880313		63.40
Inv 030943390		144.43

Check Number	Check Date	Amount
Inv 030943416		14.21
Inv 031055399		38.40
Inv 031460257		53.40
Inv 031478967		145.49
Inv 031478968		145.49
Inv 031488759		871.75
Inv 031489004		41.69
Inv 031537023		287.08
Inv 031549507		14.13
Inv 031592787		233.27
Inv 031630741		35.88
Inv 031688722		192.49
Inv 031733474		185.32
Inv 031733791		5.76
Inv 031818966		13.15
Inv 031888398		886.67
Inv 031899888		22.45
Inv 031931661		190.72
Inv 031957315		-190.72
Inv 031957318		-547.24
Inv 031966712		898.61
Inv 031986635		434.59
Inv 031986673		219.54
Inv 032034785		148.71
321817 Total:		4,718.09
GALL5011 - Galls, LLC Total:		4,718.09
GARELLAN - Arellano, Gerardo		
321768	08/11/2025	
Inv 00428664		104.03
321768 Total:		104.03
GARELLAN - Arellano, Gerardo Total:		104.03
GBCL4010 - Carrillo, Gilbert		
321787	08/11/2025	
Inv 05/11/-05/16/25		85.59
Inv 07/08/2025		50.12
321787 Total:		135.71
GBCL4010 - Carrillo, Gilbert Total:		135.71
GEN1207 - General Pump Company, Inc.		
321818	08/11/2025	
Inv 32560		19,768.45
Inv 32648		3,506.25
321818 Total:		23,274.70

Check Number	Check Date	Amount
GEN1207 - General Pump Company, Inc. Total:		23,274.70
GLBI4011 - Global Industrial		
321819	08/11/2025	
Inv 123369404		354.21
Inv 123389779		2,963.55
Inv 123392872		387.25
321819 Total:		3,705.01
GLBI4011 - Global Industrial Total:		3,705.01
GLE2563 - City of Glendale		
321793	08/11/2025	
Inv 3586		89,984.50
321793 Total:		89,984.50
GLE2563 - City of Glendale Total:		89,984.50
GOGOVAPP - GOGov, Inc.		
321820	08/11/2025	
Inv 25-331		16,992.00
321820 Total:		16,992.00
GOGOVAPP - GOGov, Inc. Total:		16,992.00
GRA1244 - Woods Maintenance Services, Inc.		
321898	08/11/2025	
Inv SPAS0625		627.00
321898 Total:		627.00
GRA1244 - Woods Maintenance Services, Inc. Total:		627.00
GRA2010 - Graham Company		
0	08/11/2025	
Inv 41013		1,840.00
0 Total:		1,840.00
GRA2010 - Graham Company Total:		1,840.00
GRA6601 - Grainger		
321822	08/11/2025	
Inv 9556866771		29.43
Inv 9556866789		184.68
321822 Total:		214.11

Check Number	Check Date	Amount
GRA6601 - Grainger Total:		214.11
HDLC3011 - HdL Coren & Cone		
321827	08/11/2025	
Inv SIN052970		795.00
321827 Total:		795.00
HDLC3011 - HdL Coren & Cone Total:		795.00
HHA5011 - H & H Wholesale Parts		
321826	08/11/2025	
Inv 1IN0714372		90.33
321826 Total:		90.33
HHA5011 - H & H Wholesale Parts Total:		90.33
HIRNADA - Nada Bus, Inc.		
321852	08/11/2025	
Inv 52643		1,120.00
321852 Total:		1,120.00
HIRNADA - Nada Bus, Inc. Total:		1,120.00
HOMCOMMU - Hom, Reagan		
321829	08/11/2025	
Inv 5-062425		500.00
321829 Total:		500.00
HOMCOMMU - Hom, Reagan Total:		500.00
INT6115 - Interstate Battery Systems of Eastern Los Angeles		
321831	08/11/2025	
Inv 1812517		155.01
321831 Total:		155.01
INT6115 - Interstate Battery Systems of Eastern Los Angeles Total:		155.01
ISGU4011 - Gutierrez, Issac		
321825	08/11/2025	
Inv 07/07-11/25		1,378.04
321825 Total:		1,378.04

Check Number	Check Date	Amount
ISGU4011 - Gutierrez, Issac Total:		1,378.04
JACB8031 - Brown, Jackie		
321777	08/11/2025	
Inv 93155348		1,590.00
321777 Total:		1,590.00
JACB8031 - Brown, Jackie Total:		1,590.00
JANSLNAS - Salinas, Juan		
321873	08/11/2025	
Inv 7/10/2025		8.40
Inv 7/7/2025		8.40
Inv FY24-25_JS_CWEA		295.00
321873 Total:		311.80
JANSLNAS - Salinas, Juan Total:		311.80
JCRS5011 - Jones Coffee Roasters		
321835	08/11/2025	
Inv 69350		320.00
321835 Total:		320.00
JCRS5011 - Jones Coffee Roasters Total:		320.00
JFHL4011 - Jeff Holland		
321832	08/11/2025	
Inv 14		20.00
Inv E/9205704		21.47
321832 Total:		41.47
JFHL4011 - Jeff Holland Total:		41.47
JHMS8020 - JHM Supply Inc		
0	08/11/2025	
Inv 387163/1		184.63
Inv 387250/1		500.00
Inv 387295/1		496.86
Inv 387303/1		496.96
Inv 387305/1		496.49
Inv 387511/1		218.58
Inv 387749/1		101.00
Inv K87163/1		485.32
0 Total:		2,979.84

Check Number	Check Date	Amount
JHMS8020 - JHM Supply Inc Total:		2,979.84
JMCB6710 - Cipres Bravo, Jose Manuel		
321791	08/11/2025	
Inv 7/2/2025		27.58
321791 Total:		27.58
JMCB6710 - Cipres Bravo, Jose Manuel Total:		27.58
JMD6011 - JMDiaz, Inc		
321834	08/11/2025	
Inv 001 (25 -161)		1,082.80
321834 Total:		1,082.80
JMD6011 - JMDiaz, Inc Total:		1,082.80
JUNO6011 - Noone, Julie		
321858	08/11/2025	
Inv DW0725-02		500.00
321858 Total:		500.00
JUNO6011 - Noone, Julie Total:		500.00
KOAC6010 - KOA Corporation, a Lochner Company		
321836	08/11/2025	
Inv 000023581 - 1		4,046.00
Inv JC1i001-24		50.00
Inv JC1i001-24(BAL)		50.00
Inv JC1i001-27		4,143.64
Inv JC1i001-28		22,807.55
Inv JC1i001-29		34,200.72
Inv JC1i001-31		11,028.00
321836 Total:		76,325.91
KOAC6010 - KOA Corporation, a Lochner Company Total:		76,325.91
KVMC6710 - Machado, Kelvin		
321843	08/11/2025	
Inv 6/26/25 A		23.38
Inv 6/26/25 B		23.38
Inv 6/27/25 A		23.38
Inv 6/27/25 B		23.38
Inv 6/28/25 A		23.38
Inv 6/28/25 B		23.38
Inv 7/26/2025		23.38
321843 Total:		163.66

KVMC6710 - Machado, Kelvin Total:		163.66
LACTYAGC - County of Los Angeles, Agricultural Commissioner		
321798	08/11/2025	
Inv 251671		275.32
Inv 251769		990.39
321798 Total:		1,265.71
LACTYAGC - County of Los Angeles, Agricultural Commissioner Total:		1,265.71
LASLLUNG - Lance, Soll & Lunghard LLP		
321837	08/11/2025	
Inv 69414		20,144.00
Inv 69415		9,788.00
Inv 69416		1,872.50
Inv 69417		1,767.50
Inv 69418		105.00
Inv 69419		240.00
321837 Total:		33,917.00
LASLLUNG - Lance, Soll & Lunghard LLP Total:		33,917.00
LEBE8032 - Betts, Lemar		
321773	08/11/2025	
Inv INV.SKATEJULY25		2,740.50
321773 Total:		2,740.50
LEBE8032 - Betts, Lemar Total:		2,740.50
LEOWEB - Leo Web Protect Inc.		
321838	08/11/2025	
Inv 81113128038		166.66
321838 Total:		166.66
LEOWEB - Leo Web Protect Inc. Total:		166.66
LEXI4011 - Lexipol LLC		
0	08/11/2025	
Inv INVLEX11253511		12,170.72
0 Total:		12,170.72
LEXI4011 - Lexipol LLC Total:		12,170.72
LIFE822 - Life-Assist Inc.		

Check Number	Check Date	Amount
321839	08/11/2025	
Inv 1620426		-44.20
Inv 1623402		1,329.25
321839 Total:		1,285.05
LIFE822 - Life-Assist Inc. Total:		1,285.05
LILESTDA - Estrada, Lilly		
321809	08/11/2025	
Inv 7152025		52.77
321809 Total:		52.77
LILESTDA - Estrada, Lilly Total:		52.77
MAC1529 - Macdonald, Douglas A.		
0	08/11/2025	
Inv SCD(JUL25)		265.85
0 Total:		265.85
MAC1529 - Macdonald, Douglas A. Total:		265.85
MAN5011 - Manhattan Stitching Co		
321844	08/11/2025	
Inv 108379		1,742.38
Inv 109319		1,448.53
321844 Total:		3,190.91
MAN5011 - Manhattan Stitching Co Total:		3,190.91
MANGUPTA - Gupta, Manoj		
321824	08/11/2025	
Inv 19917		6.14
321824 Total:		6.14
MANGUPTA - Gupta, Manoj Total:		6.14
MCCROMET - McCrometer Inc		
0	08/11/2025	
Inv 620701		698.18
Inv 620749		1,280.70
0 Total:		1,978.88
MCCROMET - McCrometer Inc Total:		1,978.88

Check Number	Check Date	Amount
MCPSTI - Pusateri, Michele		
0	08/11/2025	
Inv PBAll-JUL25		2,450.50
0 Total:		2,450.50
MCPSTI - Pusateri, Michele Total:		2,450.50
MICH4011 - Sanchez, Michael		
321876	08/11/2025	
Inv 29761866		458.70
321876 Total:		458.70
MICH4011 - Sanchez, Michael Total:		458.70
MIGINC - Moore Iacofano Goltsman, Inc.		
0	08/11/2025	
Inv 0091058		2,237.50
Inv 0091993		2,000.00
Inv 0092048		4,237.50
0 Total:		8,475.00
MIGINC - Moore Iacofano Goltsman, Inc. Total:		8,475.00
MNJA2011 - Luken, Michael W.		
321842	08/11/2025	
Inv 1164		12,100.00
Inv 1165		29,800.00
321842 Total:		41,900.00
MNJA2011 - Luken, Michael W. Total:		41,900.00
MOCO6011 - Monet Construction, Inc		
321847	08/11/2025	
Inv 4		266,551.00
321847 Total:		266,551.00
MOCO6011 - Monet Construction, Inc Total:		266,551.00
MPLC8021 - Motion Picture Licensing Corp.		
321849	08/11/2025	
Inv 504457342		475.05
321849 Total:		475.05
MPLC8021 - Motion Picture Licensing Corp. Total:		475.05

Check Number	Check Date	Amount
MRFX4610 - Felix, Maria		
321811	08/11/2025	
Inv 19938		496.65
321811 Total:		496.65
MRFX4610 - Felix, Maria Total:		496.65
MRMC6710 - Miramontes Construction Inc.		
0	08/11/2025	
Inv 5728		8,460.54
0 Total:		8,460.54
MRMC6710 - Miramontes Construction Inc. Total:		8,460.54
MVCH3011 - MV Cheng & Associates Inc.		
321851	08/11/2025	
Inv 6/30/2025A		8,960.00
Inv 6/30/2025R		10,046.25
321851 Total:		19,006.25
MVCH3011 - MV Cheng & Associates Inc. Total:		19,006.25
NATU6011 - Unger, Natasha		
321891	08/11/2025	
Inv DW0725-04		500.00
321891 Total:		500.00
NATU6011 - Unger, Natasha Total:		500.00
NCBS587 - Nick Boswell Photography, Inc.		
321855	08/11/2025	
Inv 33466		150.00
Inv 33471		300.00
321855 Total:		450.00
NCBS587 - Nick Boswell Photography, Inc. Total:		450.00
NGFC8031 - National Golf Foundation Consulting Inc		
321853	08/11/2025	
Inv 132219		525.00
321853 Total:		525.00
NGFC8031 - National Golf Foundation Consulting Inc Total:		525.00

Check Number	Check Date	Amount
NIMO9203 - Ninyo & Moore		
321857	08/11/2025	
Inv 305458		3,260.00
321857 Total:		3,260.00
NIMO9203 - Ninyo & Moore Total:		3,260.00
NV5R9266 - NV5, Inc.		
0	08/11/2025	
Inv 461501		23,548.50
0 Total:		23,548.50
NV5R9266 - NV5, Inc. Total:		23,548.50
OCL8011 - OCLC Inc.		
0	08/11/2025	
Inv 1000444606		25,078.45
0 Total:		25,078.45
OCL8011 - OCLC Inc. Total:		25,078.45
OMEG4011 - Omega Polygraph		
321861	08/11/2025	
Inv 02115		800.00
321861 Total:		800.00
OMEG4011 - Omega Polygraph Total:		800.00
OREI6711 - O' Reilly Automotive Inc.		
321860	08/11/2025	
Inv 3213-409473		72.37
321860 Total:		72.37
OREI6711 - O' Reilly Automotive Inc. Total:		72.37
PAS4012 - City of Pasadena		
321794	08/11/2025	
Inv 30027052		942.50
321794 Total:		942.50
PAS4012 - City of Pasadena Total:		942.50
PHOE4610 - Phoenix Group Information Systems		

Check Number	Check Date	Amount
321868	08/11/2025	
Inv 062025184		3,628.11
321868 Total:		3,628.11
PHOE4610 - Phoenix Group Information Systems Total:		3,628.11
PHS4011 - Pasadena Humane Society		
321864	08/11/2025	
Inv JUL2025SoPas		15,797.45
321864 Total:		15,797.45
PHS4011 - Pasadena Humane Society Total:		15,797.45
PMAB8021 - Budka, Pamela Avry		
321778	08/11/2025	
Inv ChairYogaJuly		319.20
Inv MeditationJuly		140.80
321778 Total:		460.00
PMAB8021 - Budka, Pamela Avry Total:		460.00
PMLDONG - Dong, Pamella C.		
0	08/11/2025	
Inv JulyMartialArts		156.00
Inv JulyQiGong		104.00
0 Total:		260.00
PMLDONG - Dong, Pamella C. Total:		260.00
POIN8032 - Behtereva, Elena		
321772	08/11/2025	
Inv PBP-JULY25		64.00
321772 Total:		64.00
POIN8032 - Behtereva, Elena Total:		64.00
POR4707 - United Site Services, Inc.		
321892	08/11/2025	
Inv INV-5450897		607.46
321892 Total:		607.46
POR4707 - United Site Services, Inc. Total:		607.46
PRKWOD - Parkwood Landscape Maintenance, Inc.		

Check Number	Check Date	Amount
321863	08/11/2025	
Inv 109379		51,894.22
Inv 109723		51,894.22
321863 Total:		103,788.44
PRKWOD - Parkwood Landscape Maintenance, Inc. Total:		103,788.44
PSID6010 - PSI Water Technologies, Inc.		
0	08/11/2025	
Inv INV0008792		921.39
0 Total:		921.39
PSID6010 - PSI Water Technologies, Inc. Total:		921.39
PUFG8267 - Wong, Pauline Sam		
0	08/11/2025	
Inv AdultJuly		269.75
Inv SeniorJuly		164.00
0 Total:		433.75
PUFG8267 - Wong, Pauline Sam Total:		433.75
PUWA8020 - Pure Water		
0	08/11/2025	
Inv 214169		66.24
0 Total:		66.24
PUWA8020 - Pure Water Total:		66.24
RCCD4011 - Riverside Community College District		
321870	08/11/2025	
Inv 2026/9		1,863.00
321870 Total:		1,863.00
RCCD4011 - Riverside Community College District Total:		1,863.00
RINGCNTL - RingCentral, Inc.		
0	08/11/2025	
Inv CD_000903137		25.15
Inv CD_001154491		47,803.04
0 Total:		47,828.19
RINGCNTL - RingCentral, Inc. Total:		47,828.19

Check Number	Check Date	Amount
RKAC6010 - RKA Consulting Group		
321871	08/11/2025	
Inv 36269		21,293.50
321871 Total:		21,293.50
RKAC6010 - RKA Consulting Group Total:		21,293.50
RNIL7101 - Nilo, Richard		
321856	08/11/2025	
Inv 06242025		28.91
Inv 07082025		33.40
Inv 07142025		24.59
321856 Total:		86.90
RNIL7101 - Nilo, Richard Total:		86.90
ROYALLAN - ROY ALLAN SLURRY SEAL, INC		
321872	08/11/2025	
Inv 4685		365,198.23
321872 Total:		365,198.23
ROYALLAN - ROY ALLAN SLURRY SEAL, INC Total:		365,198.23
RVCSTLLC - Revenue & Cost Specialist, LLC		
0	08/11/2025	
Inv 9348		8,890.00
Inv 9359		6,300.00
0 Total:		15,190.00
RVCSTLLC - Revenue & Cost Specialist, LLC Total:		15,190.00
SAN4958 - San Marino Security System, Inc.		
321875	08/11/2025	
Inv 59500		1,404.00
321875 Total:		1,404.00
SAN4958 - San Marino Security System, Inc. Total:		1,404.00
SAXE2013 - Saxe-Clifford PH.D, Susan		
321877	08/11/2025	
Inv 25-0626-4		450.00
Inv 25-0710-9		450.00
Inv 25-0717-6		450.00
Inv 25-0717-9		450.00
321877 Total:		1,800.00

SAXE2013 - Saxe-Clifford PH.D, Susan Total:		1,800.00
SCOT8300 - MRC Smart Technology Solutions		
321850	08/11/2025	
Inv IN4875725		7,907.25
321850 Total:		7,907.25
SCOT8300 - MRC Smart Technology Solutions Total:		7,907.25
SCRBHLDG - Permitium LLC		
0	08/11/2025	
Inv PER00040170		109.57
0 Total:		109.57
SCRBHLDG - Permitium LLC Total:		109.57
SCRR4010 - Superior Court of California, County of LA		
321881	08/11/2025	
Inv June 2025		5,161.00
321881 Total:		5,161.00
SCRR4010 - Superior Court of California, County of LA Total:		5,161.00
SGVMC111 - San Gabriel Valley Medical Center		
321874	08/11/2025	
Inv 918808		48.00
Inv 929527		48.00
Inv 929856		48.00
Inv 930378		48.00
Inv 933990		48.00
Inv 939226		48.00
Inv 939492		48.00
321874 Total:		336.00
SGVMC111 - San Gabriel Valley Medical Center Total:		336.00
SIR8011 - Sirsi Corporation		
0	08/11/2025	
Inv INV19667		52,910.29
0 Total:		52,910.29
SIR8011 - Sirsi Corporation Total:		52,910.29
SKYHAWKS - Lenear Sports, LLC		

Check Number	Check Date	Amount
0	08/11/2025	
Inv SKYH-GTJULY25		364.00
Inv SKYH-TJULY25		364.00
Inv SKYH-VBJUL25		637.00
0 Total:		1,365.00
SKYHAWKS - Lenear Sports, LLC Total:		1,365.00
SOU5340 - City of South Pasadena-Library Petty Cash		
321795	08/11/2025	
Inv		134.81
321795 Total:		134.81
SOU5340 - City of South Pasadena-Library Petty Cash Total:		134.81
SPBK - Springbrook Holding Company, LLC		
0	08/11/2025	
Inv INV-021180		129.00
Inv INV-021451		127.00
0 Total:		256.00
SPBK - Springbrook Holding Company, LLC Total:		256.00
SPET7101 - Peterson, Stephen		
321866	08/11/2025	
Inv 7242025		22.54
321866 Total:		22.54
SPET7101 - Peterson, Stephen Total:		22.54
SPSLLC - SPS, LLC.		
321879	08/11/2025	
Inv SPCJULY25		1,560.00
321879 Total:		1,560.00
SPSLLC - SPS, LLC. Total:		1,560.00
SRYC5011 - Stericycle Inc.		
321880	08/11/2025	
Inv 8011124461		190.12
Inv 8011426877		0.14
321880 Total:		190.26
SRYC5011 - Stericycle Inc. Total:		190.26

Check Number	Check Date	Amount
SSSS8267 - Round Star West, LLC		
0	08/11/2025	
Inv S.S.SC-JULY25		1,706.25
0 Total:		1,706.25
SSSS8267 - Round Star West, LLC Total:		1,706.25
STA5219 - Staples Business Advantage		
0	08/11/2025	
Inv 6035205413		48.51
Inv 6035553769		13.67
Inv 6035553770		54.93
Inv 6035553771		112.18
Inv 6036120609		49.29
Inv 6036254745		88.39
Inv 6036539444		749.27
Inv 6036539447		87.99
Inv 6036539449		38.48
Inv 6036605775		65.82
Inv 6036605776		596.98
Inv 6036605777		470.45
Inv 6036605779		48.38
Inv 6036670416		44.19
Inv 6036670417		216.78
Inv 6036812981		41.98
Inv 6036812982		36.76
Inv 6037063177		66.97
Inv 6037136149		46.75
Inv 6037506560		58.81
Inv 6037506562		58.32
0 Total:		2,994.90
STA5219 - Staples Business Advantage Total:		2,994.90
STDF4010 - Sentinel Defense, LLC		
321878	08/11/2025	
Inv D119		600.00
321878 Total:		600.00
STDF4010 - Sentinel Defense, LLC Total:		600.00
STSM1020 - Studio Spectrum, Inc.		
0	08/11/2025	
Inv 192953		4,147.38
Inv 193020		2,940.00
Inv 193107		6,280.00
Inv 193133		8,095.00
0 Total:		21,462.38

Check Number	Check Date	Amount
STSM1020 - Studio Spectrum, Inc. Total:		21,462.38
TAPCO - Traffic and Parking Control Co., LLC		
321889	08/11/2025	
Inv 1804107		719.36
Inv 1805821		10,368.25
321889 Total:		11,087.61
TAPCO - Traffic and Parking Control Co., LLC Total:		11,087.61
TCGS3012 - The Corporate Gift Service, Inc.		
321886	08/11/2025	
Inv 35008		1,365.76
321886 Total:		1,365.76
TCGS3012 - The Corporate Gift Service, Inc. Total:		1,365.76
TDGENGIN - TDG Engineering, Inc.		
321882	08/11/2025	
Inv 02LAX00114_6		3,197.00
321882 Total:		3,197.00
TDGENGIN - TDG Engineering, Inc. Total:		3,197.00
THEARGRP - The Arroyo Group		
321885	08/11/2025	
Inv 10235-6		25,450.40
321885 Total:		25,450.40
THEARGRP - The Arroyo Group Total:		25,450.40
THOU6011 - Ouziel, Thomas		
321862	08/11/2025	
Inv DW0725-03		500.00
321862 Total:		500.00
THOU6011 - Ouziel, Thomas Total:		500.00
TOWNSEND - Townsend Public Affairs, Inc		
321888	08/11/2025	
Inv 23736		6,500.00
321888 Total:		6,500.00

Check Number	Check Date	Amount
TOWNSEND - Townsend Public Affairs, Inc Total:		6,500.00
TRA5998 - Transtech Engineers, Inc.		
0	08/11/2025	
Inv 20254101		31,990.00
Inv 20254102		36,845.88
Inv 20254103		1,883.70
0 Total:		70,719.58
TRA5998 - Transtech Engineers, Inc. Total:		70,719.58
TREE6011 - Tre Elevator Corp		
0	08/11/2025	
Inv J-11527		475.00
Inv S20253060		1,182.00
Inv S20254832		3,546.00
0 Total:		5,203.00
TREE6011 - Tre Elevator Corp Total:		5,203.00
TRUPINT - TruePoint Solutions, LLC		
0	08/11/2025	
Inv 4203		3,877.50
0 Total:		3,877.50
TRUPINT - TruePoint Solutions, LLC Total:		3,877.50
TVGV3032 - Team Viewer GmbH		
321883	08/11/2025	
Inv R03926187		2,199.60
321883 Total:		2,199.60
TVGV3032 - Team Viewer GmbH Total:		2,199.60
ULIN8021 - Uline, Inc.		
0	08/11/2025	
Inv 191418980		449.90
Inv 194704100		2,462.66
0 Total:		2,912.56
ULIN8021 - Uline, Inc. Total:		2,912.56
UND6710 - Underground Service Alert/SC		
321890	08/11/2025	
Inv 24-254460		55.40

Check Number	Check Date	Amount
Inv 620250717		276.40
321890 Total:		331.80
UND6710 - Underground Service Alert/SC Total:		331.80
UPP7789 - Upper San Gabriel Valley MWD		
321893	08/11/2025	
Inv SoPas7.10.2025		1,483.00
321893 Total:		1,483.00
UPP7789 - Upper San Gabriel Valley MWD Total:		1,483.00
URTL6711 - United Rentals		
0	08/11/2025	
Inv 250149909-001		898.24
0 Total:		898.24
URTL6711 - United Rentals Total:		898.24
USAFIREP - ALBX LLC		
321761	08/11/2025	
Inv 1031		1,500.00
321761 Total:		1,500.00
USAFIREP - ALBX LLC Total:		1,500.00
VEOC5011 - Veoci Inc.		
0	08/11/2025	
Inv 3489		6,048.00
0 Total:		6,048.00
VEOC5011 - Veoci Inc. Total:		6,048.00
VERW6711 - Verizon Wireless		
321894	08/11/2025	
Inv 6118792023		417.68
321894 Total:		417.68
VERW6711 - Verizon Wireless Total:		417.68
VTMS4011 - Vital Medical Services, LLC		
321895	08/11/2025	
Inv 4689		2,016.00
Inv 4694		672.00

Check Number	Check Date	Amount
321895 Total:		2,688.00
VTMS4011 - Vital Medical Services, LLC Total:		2,688.00
WES4152 - West Coast Arborists, Inc.		
0	08/11/2025	
Inv 230602		4,390.00
Inv 230603		424.00
Inv 230605		2,532.00
Inv 230606		2,700.00
Inv 230607		1,190.00
Inv 231015		9,250.00
Inv 231016		1,272.00
Inv 231017		8,010.00
Inv 231018		510.00
0 Total:		30,278.00
WES4152 - West Coast Arborists, Inc. Total:		30,278.00
WES6711 - Western Water Works Supply Company		
321896	08/11/2025	
Inv 1270045-00		11,277.74
Inv 1270329-00		4,658.68
321896 Total:		15,936.42
WES6711 - Western Water Works Supply Company Total:		15,936.42
WHAINC - William Hezmalhalch Architects, Inc.		
321897	08/11/2025	
Inv 112709		2,562.50
321897 Total:		2,562.50
WHAINC - William Hezmalhalch Architects, Inc. Total:		2,562.50
WIL2010 - Willdan Financial Services		
0	08/11/2025	
Inv 00421840		765.00
Inv 00422010		304.50
Inv 00422178		261.00
Inv 00422351		739.50
Inv 00630451		2,132.00
Inv 010-61948		450.00
Inv 010-62471		650.00
0 Total:		5,302.00
WIL2010 - Willdan Financial Services Total:		5,302.00

Check Number	Check Date	Amount
WLHD8020 - Westlake Hardware		
0	08/11/2025	
Inv 14305902		197.73
Inv 14305947		24.94
Inv 14305960		4.41
0 Total:		227.08
WLHD8020 - Westlake Hardware Total:		227.08
XRXF5010 - Xerox Financial Services		
321899	08/11/2025	
Inv 40673680		2,209.46
321899 Total:		2,209.46
XRXF5010 - Xerox Financial Services Total:		2,209.46
ZAVA4011 - Zavala, Jeanette		
321900	08/11/2025	
Inv 0010016053		15.00
321900 Total:		15.00
ZAVA4011 - Zavala, Jeanette Total:		15.00
Total:		2,256,931.39

City of
SOUTH PASADENA

Online Payment Log			
Date	**Vendor**	**Amount**	**Description**
7/24/2025	So Cal Edison	$22,971.32	Online Payment for City Owned Electric Account # 3859.
7/25/2025	UMPQUA Bank	$21,701.32	Online Payment for June 2025 Citywide Credit Card Expenses.
7/31/2025	So Cal Edison	$106,661.32	Online Payment for City Owned Electric Account # 1581.
8/6/2025	So Cal Gas	$927.36	Online Payment for City Owned Natural Gas Accounts.
8/12/2025	So Cal Edison	$21,605.86	Online Payment for Various City Owned Electric Accounts.
Total:		***$173,867.18***	

Payroll

Payroll Summary Report

Payroll Date:	**07.04.2025**	**Regular**		
Checks			$	-
Direct Deposits			$	571,936.42
IRS Payments			$	126,215.68
EDD - State of CA			$	40,364.05
PERS Pension			$	140,328.84
Deferred Comp			$	29,861.26
PERS Health			$	219,259.18
		Subtotal:	**$**	**1,127,965.43**

Payroll Date:	**7/11/2025**	**Fire Buyback**		
Checks			$	-
Direct Deposits			$	6,967.73
IRS Payments			$	744.46
EDD - State of CA			$	250.39
PERS Pension			$	-
Deferred Comp			$	-
PERS Health			$	-
		Subtotal:	**$**	**7,962.58**

Payroll Date:	**7/18/2025**	**Regular**		
Checks			$	828.05
Direct Deposits			$	602,272.03
IRS Payments			$	118,735.71
EDD - State of CA			$	37,900.56
PERS Pension			$	139,811.89
Deferred Comp			$	29,934.20
PERS Health			$	-
		Subtotal:	**$**	**929,482.44**

Payroll Date:	**8/1/2025**	**Regular**		
Checks			$	-
Direct Deposits			$	552,222.83
IRS Payments			$	112,629.72
EDD - State of CA			$	36,250.99
PERS Pension			$	133,753.06
Deferred Comp			$	29,416.27
PERS Health			$	218,334.01
		Subtotal:	**$**	**1,082,606.88**
		Grand Total:	**$**	**3,148,017.33**

Accounts Payable

Void Check Distribution List

User: hlin
Printed: 7/31/2025 - 8:10 AM
Batch: 00001.07.2025 - VOID 321474

	DR Amount	CR Amount	Acct Number	Description	Vendor
Section 1:101General Fund					
	3,956,620.50	0.00	101-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	119,036.33	101-2010-2011-7100-010	CalPERS UAL	CALP2013
	0.00	48,257.41	101-3010-2034-7100-010	CalPERS UAL	CALP2013
	0.00	2,087,836.00	101-4010-4011-7100-010	CalPERS UAL	CALP2013
	0.00	1,059,393.23	101-5010-5011-7100-010	CalPERS UAL	CALP2013
	0.00	62,713.72	101-6010-6011-7100-010	CalPERS UAL	CALP2013
	0.00	12,936.73	101-6010-6015-7100-010	CalPERS UAL	CALP2013
	0.00	30,093.99	101-6010-6410-7100-010	CalPERS UAL	CALP2013
	0.00	60,827.17	101-6010-6601-7100-010	CalPERS UAL	CALP2013
	0.00	208,694.98	101-7010-7011-7100-010	CalPERS UAL	CALP2013
	0.00	201,762.33	101-8010-8011-7100-010	CalPERS UAL	CALP2013
	0.00	65,068.61	101-8030-8031-7100-010	CalPERS UAL	CALP2013
Total for Section 1:101	3,956,620.50	3,956,620.50			
Section 1:205Local Transit Return "A"					
	74,584.10	0.00	205-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	6,773.26	205-2010-2210-7100-010	CalPERS UAL	CALP2013
	0.00	10,159.88	205-8030-8024-7100-010	CalPERS UAL	CALP2013
	0.00	57,650.96	205-8030-8025-7100-010	CalPERS UAL	CALP2013
Total for Section 1:205	74,584.10	74,584.10			
Section 1:210Sewer					
	68,822.79	0.00	210-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	68,822.79	210-6010-6501-7100-010	CalPERS UAL	CALP2013
Total for Section 1:210	68,822.79	68,822.79			
Section 1:215Street Light & Landscape					
	25,024.10	0.00	215-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	2,219.27	215-6010-6201-7100-010	CalPERS UAL	CALP2013
	0.00	22,804.83	215-6010-6310-7100-010	CalPERS UAL	CALP2013

	DR Amount	CR Amount	Acct Number	Description	Vendor
Total for Section 1:215	25,024.10	25,024.10			
Section 1:230State Gas Tax					
	49,618.94	0.00	230-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	49,618.94	230-6010-6116-7100-010	CalPERS UAL	CALP2013
Total for Section 1:230	49,618.94	49,618.94			
Section 1:239Measure W					
	6,338.56	0.00	239-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	6,338.56	239-6010-6011-7100-010	CalPERS UAL	CALP2013
Total for Section 1:239	6,338.56	6,338.56			
Section 1:500Water					
	240,646.21	0.00	500-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	12,580.53	500-3010-3012-7100-010	CalPERS UAL	CALP2013
	0.00	140,449.16	500-6010-6710-7100-010	CalPERS UAL	CALP2013
	0.00	87,616.52	500-6010-6711-7100-010	CalPERS UAL	CALP2013
Total for Section 1:500	240,646.21	240,646.21			
Section 1:503Water Efficiency Fund					
	7,074.80	0.00	503-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	7,074.80	503-6010-6713-7100-010	CalPERS UAL	CALP2013
Total for Section 1:503	7,074.80	7,074.80			
Grand Total:	4,428,730.00	4,428,730.00			

Accounts Payable

Void Check Proof List

User: hlin
Printed: 07/31/2025 - 8:09AM
Batch: 00001.07.2025 - VOID 321474

Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: CALP2013	CalPERS									
Check No: 321706	Check Date:	07/24/2025								
	1,059,393.23	2139696011	07/01/2025	INV 17969286, 17969294, 17969305,	INV 17969286, 17969294, 1			25504	No	4
101-5010-5011-7100-010										
	140,449.16	2139696011	07/01/2025	INV 17969286, 17969294, 17969305,	INV 17969286, 17969294, 1			25504	No	21
500-6010-6710-7100-010										
	49,618.94	2139696011	07/01/2025	INV 17969286, 17969294, 17969305,	INV 17969286, 17969294, 1			25504	No	18
230-6010-6116-7100-010										
	68,822.79	2139696011	07/01/2025	INV 17969286, 17969294, 17969305,	INV 17969286, 17969294, 1			25504	No	15
210-6010-6501-7100-010										
	12,580.53	2139696011	07/01/2025	INV 17969286, 17969294, 17969305,	INV 17969286, 17969294, 1			25504	No	20
500-3010-3012-7100-010										
	2,087,836.00	2139696011	07/01/2025	INV 17969286, 17969294, 17969305,	INV 17969286, 17969294, 1			25504	No	3
101-4010-4011-7100-010										
	208,694.98	2139696011	07/01/2025	INV 17969286, 17969294, 17969305,	INV 17969286, 17969294, 1			25504	No	9
101-7010-7011-7100-010										
	6,773.26	2139696011	07/01/2025	INV 17969286, 17969294, 17969305,	INV 17969286, 17969294, 1			25504	No	12
205-2010-2210-7100-010										
	57,650.96	2139696011	07/01/2025	INV 17969286, 17969294, 17969305,	INV 17969286, 17969294, 1			25504	No	14
205-8030-8025-7100-010										
	6,338.56	2139696011	07/01/2025	INV 17969286, 17969294, 17969305,	INV 17969286, 17969294, 1			25504	No	19
239-6010-6011-7100-010										
	62,713.72	2139696011	07/01/2025	INV 17969286, 17969294, 17969305,	INV 17969286, 17969294, 1			25504	No	5
101-6010-6011-7100-010										
	30,093.99	2139696011	07/01/2025	INV 17969286, 17969294, 17969305,	INV 17969286, 17969294, 1			25504	No	7
101-6010-6410-7100-010										
	10,159.88	2139696011	07/01/2025	INV 17969286, 17969294, 17969305,	INV 17969286, 17969294, 1			25504	No	13
205-8030-8024-7100-010										
	2,219.27	2139696011	07/01/2025	INV 17969286, 17969294, 17969305,	INV 17969286, 17969294, 1			25504	No	16
215-6010-6201-7100-010										
	7,074.80	2139696011	07/01/2025	INV 17969286, 17969294, 17969305,	INV 17969286, 17969294, 1			25504	No	23
503-6010-6713-7100-010										

Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
	48,257.41	2139696011	07/01/2025	INV 17969286, 17969294, 17969305,	INV 17969286, 17969294, 1			25504	No	2
101-3010-2034-7100-010										
	60,827.17	2139696011	07/01/2025	INV 17969286, 17969294, 17969305,	INV 17969286, 17969294, 1			25504	No	8
101-6010-6601-7100-010										
	22,804.83	2139696011	07/01/2025	INV 17969286, 17969294, 17969305,	INV 17969286, 17969294, 1			25504	No	17
215-6010-6310-7100-010										
	12,936.73	2139696011	07/01/2025	INV 17969286, 17969294, 17969305,	INV 17969286, 17969294, 1			25504	No	6
101-6010-6015-7100-010										
	65,068.61	2139696011	07/01/2025	INV 17969286, 17969294, 17969305,	INV 17969286, 17969294, 1			25504	No	11
101-8030-8031-7100-010										
	87,616.52	2139696011	07/01/2025	INV 17969286, 17969294, 17969305,	INV 17969286, 17969294, 1			25504	No	22
500-6010-6711-7100-010										
	201,762.33	2139696011	07/01/2025	INV 17969286, 17969294, 17969305,	INV 17969286, 17969294, 1			25504	No	10
101-8010-8011-7100-010										
	119,036.33	2139696011	07/01/2025	INV 17969286, 17969294, 17969305,	INV 17969286, 17969294, 1			25504	No	1
101-2010-2011-7100-010										
Check Total:	4,428,730.00									
Vendor Total:	4,428,730.00									
Report Total:	4,428,730.00									

City Council Agenda Report

ITEM NO. 5

DATE: August 20, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Mark Perez, Acting Chief City Clerk

SUBJECT: **CONSIDERATION OF APPROVAL OF THE CITY COUNCIL SPECIAL JOINT MEETING MINUTES WITH THE FINANCE COMMISSION FOR APRIL 16, 2025 AND THE CITY COUNCIL REGULAR CITY COUNCIL MEETING MINUTES FOR APRIL 16, 2025 AND JUNE 18, 2025**

Recommendation

It is recommended that the City Council approve the minutes from the Special Joint City Council and Finance Commission Meeting held on April 16, 2025 and the Regular City Council Meetings held on April 16, 2025 and June 18, 2025.

Executive Summary

Attached for the City Council's consideration and approval are meeting minutes, and hereby included as attachments to this staff report.

Background

The City Clerk's Division is responsible for producing meeting minutes for the City Council meetings. Meeting minutes serve as the official record of actions taken by the City at the direction of the City Council.

Fiscal Impact

There is no fiscal impact; budgeted staff completes this work.

Key Performance Indicators and Strategic Plan

This item aligns with the Management Services Department's Key Performance Indicator to provide quick access to information and accountability, ensuring public transparency.

Attachment:
Attachment No. 1 - April 16 2025 - Regular City Council Meeting Minutes
Attachment No. 2 - April 16, 2025 - Special Joint City Council Meeting Minutes
Attachment No. 3 - June 18, 2025 - Regular City Council Meeting Minutes

CITY OF SOUTH PASADENA
CITY COUNCIL - REGULAR MEETING

M I N U T E S
WEDNESDAY, APRIL 16, 2025, AT 7:00 P.M.

CALL TO ORDER:

The Regular Meeting of the South Pasadena City Council was called to order by Mayor Braun on Wednesday, April 16, 2025, at 7:03 P.M. The City Council Chambers are located at 1424 Mission Street, South Pasadena, California.

ROLL CALL:

PRESENT	Mayor	Janet Braun
	Mayor Pro Tem	Sheila Rossi
	Councilmember	Michael A. Cacciotti
	Councilmember	Omari Ferguson
	Councilmember	Jon Primuth
ABSENT		

Hector Gomez, Chief City Clerk announced a quorum.

CITY STAFF PRESENT:

Todd Hileman, City Manager; Roxanne Diaz, City Attorney; Hector Gomez, Chief City Clerk were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

PLEDGE OF ALLEGIANCE

The Flag Salute was led by Councilmember Ferguson.

CLOSED SESSION ANNOUNCEMENTS

1. CLOSED SESSION ANNOUNCEMENTS

A. REAL PROPERTY NEGOTIATIONS
Government Code Section 54956.8

Housing Authority Property Addresses: 1503 El Centro Street, APN: 5315-003-903; 1507 El Centro Street, APN: 5493-038-904 and APN: 5315-003-902
Agency Negotiator: Todd Hileman, Executive Director/City Manager
Negotiating Party: Related SoCal Development, LLC
Under Negotiation: Price and Terms of Payment

B. CONFERENCE WITH LABOR NEGOTIATORS
Government Code Section 54957.6

City Negotiator: Todd Hileman, City Manager
Employee Organization and Unrepresented Management Employees: South Pasadena Public Service Employees' Association, South Pasadena Part-Time Employees Association and South Pasadena Unrepresented Management Employees

City Attorney Roxanne Diaz stated that no reportable action was taken during the closed session.

PUBLIC COMMENT

2. PUBLIC COMMENT – GENERAL (NON-AGENDA ITEMS)

In Person Public Comments

Yvonne L. spoke regarding declaring South Pasadena a sanctuary city.

Clint G. spoke regarding Orange Grove Park, the dog park and dog leash law.

Vector H. gave a proclamation regarding Kilmar Armando Ábrego García.

Steve N. spoke regarding a neighborhood dispute.

Rosa C. spoke regarding Orange Grove Park, the dog park and dog leash law.

Lisa P. spoke regarding City's General Plan.

Josh B. spoke regarding private attacks on council members.

Lula C. spoke regarding “Sexual Awareness Month” and Kilmar Armando Ábrego García.

Anne Bagasao spoke regarding private attacks on council members and women.

The City Council addressed the matters on the Special Joint Meeting Agenda at 7:39 P.M. The City Council reconvened the Regular Meeting Agenda at 9:38 P.M.

PRESENTATIONS

3. A PROCLAMATION DECLARING APRIL 2025 AS “FAIR HOUSING MONTH” IN THE CITY OF SOUTH PASADENA

Eduardo Lizarraga, Senior Management Analyst, read and accepted the proclamation.

4. 2025 EARTH DAY PROCLAMATION

Arpy Kasparian, Environmental & Sustainability Manager, read and accepted the proclamation.

5. A PROCLAMATION DECLARING APRIL 16, 2025 AS “LIBRARY VOLUNTEER RECOGNITION DAY” IN THE CITY OF SOUTH PASADENA

Cathy Billings, Library Director, read and accepted the proclamation.

CHANGES TO THE AGENDA

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

Item No. 2 was heard after Item No. 5. Item No. 1 was heard after Item No. 18.

CONSENT CALENDAR

Item No. 10 was pulled for separate discussion via public comment. Item No. 11 was pulled for separate discussion by Councilmember Primuth. Item No. 13 was pulled for separate discussion by Mayor Braun. A motion was made by Councilmember Cacciotti and seconded by Councilmember Ferguson to approve Item Nos.7-9, 12, 14–16 of the consent calendar, as presented. The motion carried 5-0, by the following vote:

AYES: Cacciotti, Ferguson, Primuth, Rossi, Mayor Braun
NOES: None.
ABSENT: None.
ABSTAINED: None.

7. **CONSIDERATION OF THE APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF $1,295,686.32; GENERAL CITY WARRANTS IN THE AMOUNT OF $916,946.81; ONLINE PAYMENTS IN THE AMOUNT OF $129,903.86; VOIDS IN THE AMOUNT OF ($11,615.61); PAYROLL IN THE AMOUNT OF $1,869,668.30**

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

   A motion was made to approve the recommendation on the Consent Calendar.

8. **CONSIDERATION OF APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES FOR FEBRUARY 5, 2025, THE SPECIAL CITY COUNCIL MEETING MINUTES FOR FEBRUARY 5, 2025, AND THE REGULAR CITY COUNCIL MEETING MINUTES FOR MARCH 19, 2025**

   Recommendation
   It is recommended that the City Council consider the approval of the minutes for the Regular City Council Meeting for February 5, 2025, the Special City Council Meeting Minutes for February 5, 2025, and the Regular City Council Meeting Minutes for March 19, 2025.

   A motion was made to approve the recommendation on the Consent Calendar.

9. **CONSIDERATION OF AN APPROVAL OF A CONTRACT WITH PYRO-SPECTACULARS, INC., IN THE AMOUNT OF $36,620 FOR THE FOURTH OF JULY FIREWORKS DISPLAY**

   Recommendation
   It is recommended that the City Council consider approval of the contract with Pyro-Spectacular, Inc. in the amount of $36,620 for the Fourth of July Fireworks Display.

   A motion was made to approve the recommendation on the Consent Calendar.

10. **SECOND READING OF AN ORDINANCE OF THE CITY OF SOUTH PASADENA AMENDING ARTICLE IVH (CULTURAL HERITAGE COMMISSION) OF CHAPTER 2 OF THE SOUTH PASADENA MUNICIPAL CODE TO REQUIRE A POSTED ON-SITE NOTICE FOR HEARINGS; EXTENDING THE EXPIRATION DATE FOR CERTIFICATES OF APPROPRIATENESS FROM 18 TO 24 MONTHS; INCREASING MINOR PROJECT REVIEW THRESHOLDS FOR CHAIR REVIEW; AND UPDATING LANGUAGE FOR CONSISTENCY AND CLARIFICATION**

    Recommendation
    It is recommended that the City Council adopt the Ordinance amending Article IVH of Chapter 2 of the South Pasadena Municipal Code.

Alison Becker, Acting Community Development Director, gave a presentation and responded to questions from the City Council.

In Person Public Comments
Debbie A. spoke regarding the item.

COUNCIL MOTION AND ACTION

Councilmember Primuth recused himself due to a conflict of interest as he is undergoing a CHC Chair Review for a project at his home and determined he was not going to participate on the matter and he left the dais. A motion was made by Councilmember Cacciotti and seconded by Councilmember Ferguson to remand the item to the Cultural Heritage Commission for further review and discussion. The motion carried 4-0-0, by the following vote:

AYES: Cacciotti, Ferguson, Rossi, Mayor Braun
NOES: None.
ABSENT: None.
ABSTAINED: None.

11. SECOND READING OF AN ORDINANCE OF THE CITY OF SOUTH PASADENA AMENDING CHAPTER 36 OF THE SOUTH PASADENA MUNICIPAL CODE (ZONING CODE) ELIMINATING THE DESIGN REVIEW BOARD AND REALLOCATING DESIGN REVIEW AUTHORITY AND MAKING RELATED AMENDMENTS FOR CONSISTENCY; AMENDING VARIOUS SECTIONS OF THE ZONING CODE FOR CONSISTENCY WITH STATE LAW, INCLUDING PROVISIONS RELATED TO ACCESSORY DWELLING UNITS; AMENDING SECTIONS RELATED TO CODE ADMINISTRATION, NOTICING AND PROCESS; AMENDING THE SIGN ORDINANCE; AND UPDATING DEVELOPMENT STANDARDS, AND RESOLVING INCONSISTENCIES WITHIN CHAPTER 36

Recommendation
It is recommended that the City Council adopt the proposed Ordinance amending Chapter 36 of the South Pasadena Municipal Code.

COUNCIL MOTION AND ACTION

Councilmember Primuth recused himself due to a conflict of interest as he is undergoing a CHC Chair Review for a project at his home and determined he was not going to participate on the matter and he left the dais. A motion was made by Councilmember Cacciotti and seconded by Councilmember Ferguson to approve Item No. 11, as presented. The motion carried 3-0-0-1, by the following vote:

AYES: Cacciotti, Ferguson, Mayor Braun
NOES: None.
ABSENT: None.
ABSTAINED: Rossi

Ordinance No. 2394 was adopted.

12. SECOND READING AND ADOPTION OF AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, TO TEMPORARILY ADD THE REMAINING MEMBERS OF THE DESIGN REVIEW BOARD TO SERVE ON THE PLANNING COMMISSION THROUGH DECEMBER 31, 2025

Recommendation
It is recommended that the City Council adopt the uncodified ordinance to temporarily add the remaining members of the Design Review Board to serve on the Planning Commission through December 31, 2025.

A motion was made to approve the recommendation on the Consent Calendar.

Ordinance No. 2395 was adopted.

13. CONSIDERATION TO RECEIVE AND FILE THE 2024 ANNUAL PROGRESS REPORT (APR) FOR THE GENERAL PLAN HOUSING ELEMENT

Recommendation
It is recommended that the City Council receive and file the 2024 Annual Progress Report for the City of South Pasadena General Plan Housing Element.

In Person Public Comments
Anne B., Lula C., Erica Rede and spoke regarding the item.

COUNCIL MOTION AND ACTION

Hearing no objection, the City Council received and filed the progress report.

A motion was made by Councilmember Ferguson and seconded by Mayor Pro Tem Rossi to direct staff to place the creation of a rental registry on a future agenda. The motion carried 5-0, by the following vote:

AYES: Cacciotti, Ferguson, Primuth, Rossi, Mayor Braun
NOES: None.
ABSENT: None.
ABSTAINED: None.

14. CONSIDER AUTHORIZING THE CITY MANAGER TO APPROVE ADDITIONAL PAYMENTS UP TO $6,000 TO GRBCON FOR REMAINING CONSTRUCTION REPAIR SERVICES RELATED TO SEWER AND STORM DRAIN SYSTEM REPAIRS AT FREMONT AVENUE AND HUNTINGTON DRIVE

Recommendation

It is recommended that the City Council authorize the City Manager to approve additional payments to GRBCon, Inc. for remaining construction repair services up to an additional$6,000.

A motion was made to approve the recommendation on the Consent Calendar.

15. CONSIDER AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH GENERAL PUMP COMPANY FOR THE REPAIR OF WESTSIDE BOOSTER PUMPS A & B IN AN AMOUNT NOT TO EXCEED $110,000 AND APPROPRIATE AN ADDITIONAL $110,000 FROM THE WATER ENTERPRISE FUND INTO THE WATER DISTRIBUTION EQUIPMENT MAINTENANCE EXPENDITURE ACCOUNT TO FUND THE AGREEMENT

Recommendation

It is recommended that the City Council:

1. Authorize the City Manager to enter into an agreement with General Pump Company, and execute any documents related to replacement and repair work for Westside Booster Pumps A & B, in the amount of $110,000; and
2. Appropriate $110,000 from the Water Enterprise Fund into the Water Distribution Equipment Maintenance Expenditure Account No. 500-6010-6710-8110-000 for the Repair of Westside Booster Pumps A & B.

A motion was made to approve the recommendation on the Consent Calendar.

16. CONSIDERATION OF THE APPROPRIATION OF FUNDS IN THE AMOUNT OF $2,000 RECEIVED THROUGH SPONSORSHIPS FOR CITY SENIOR EVENTS

Recommendation

It is recommended that the City Council appropriate the sponsorship funds received, in the amount of $2,000, from the Senior Donation Account No. 101-0000-0000-2994-001 and allocate those funds to the Miscellaneous Revenue Account Senior Services Special Event Account No. 101-8030-8021-8264-000 for the City Senior Services special events for Cinco de Mayo on May 5, 2025, Mother's Day on May 14, 2025, the Healthy Aging Fair on May 28, 2025, and Father's Day on June 11, 2025.

A motion was made to approve the recommendation on the Consent Calendar.

ACTION/DISCUSSION

17. CONSIDERATION OF A RESOLUTION ESTABLISHING TWO NEW EMPLOYEE CLASSIFICATIONS AND JOB DESCRIPTIONS; APPROVING THE RECLASSIFICATION OF AN EXISTING POSITION; AND APPROVING THE ALLOCATION OF FUNDS FROM VACANT POSITIONS TO SUPPORT THE PERSONNEL CHANGES

Recommendation

It is recommended that the City Council consider adoption of the proposed Resolution to:

1. Approve and establish the job classification for the Assistant City Manager/Chief Financial Officer,
2. Approve and establish the job classifications for the Public Communications Manager;
3. Approve the reclassification of the Management Analyst to Assistant to the City Manager; and
4. Approve the allocation of funds from the following vacant positions: Deputy City Manager in the City Manager's Office, Director of Finance in the Finance Department, and the Film Liaison in the Community Development Department, to support the personnel changes.

Tina Lopez, Human Resources and Risk Manager, gave a presentation and responded to questions from the City Council.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Cacciotti and seconded by Mayor Pro Tem Rossi to approve Item No. 17, as presented. The motion carried 5-0, by the following vote:

AYES:	Cacciotti, Ferguson, Primuth, Rossi, Mayor Braun
NOES:	None.
ABSENT:	None.
ABSTAINED:	None.

Resolution No. 7900 was adopted.

18. CONSIDERATION OF AN AWARD OF A CONSTRUCTION CONTRACT WITH ROY ALLAN SLURRY SEAL, INC. IN AN AMOUNT NOT TO EXCEED $615,000 FOR THE FISCAL YEAR 2024-2025 RESIDENTIAL SLURRY SEAL PROJECT; AND APPROVE THE CONSTRUCTION DOCUMENTS FOR THE PROJECT

Recommendation

It is recommended that the City Council consider:

1. Approving the construction documents for the Fiscal Year 2024-2025 Residential Slurry Seal Project No. 002006 (Project); and
2. Approving the appropriation of $15,000 from Los Angeles County Metro Measure R Local Return Fund 233 to CIP Project Account No. 400-9000-9008-9203-000;
3. Awarding a construction contract to Roy Allan Slurry Seal, Inc. for construction services for street improvements in an amount not to exceed $615,000, including the proposed bid amount of $588,907.00, the sum of the base bid and both bid alternates, and a contingency of 10%; and
4. Reject all other bids received; and
5. Authorize the City Manager to execute the contract.

Michael Vartanians, Principal Engineer, gave a presentation and responded to questions from the City Council.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Ferguson and seconded by Councilmember Primuth to approve Item No. 18, as presented. The motion carried 5-0, by the following vote:

AYES:	Cacciotti, Ferguson, Primuth, Rossi, Mayor Braun
NOES:	None.
ABSENT:	None.
ABSTAINED:	None.

PUBLIC COMMENT – CONTINUED

19. CONTINUED PUBLIC COMMENT - GENERAL

None.

COMMUNICATIONS

20. COUNCILMEMBERS COMMUNICATIONS

Councilmember Ferguson spoke regarding his attendance at the Public Safety Commission and Public Works Infrastructure Commissions meetings. He emphasized the importance of commissioners using their city issued emails.

Mayor Pro Tem Rossi spoke regarding the 2028 Olympics, the Fire Department, and the zoning process.

Councilmember Cacciotti spoke regarding Orange Grove Park and the dog leash law, peafowl removal, donations at Holy Family Church. He spoke regarding his attendance at the SGVCOG, AQMD and the Metro Foothill Gold Line Construction Authority meetings. He thanked staff for their work for the Easter egg hunt event.

Mayor Braun welcomed new City Manager Todd Hileman. She underscored the sentiment to prepare for the 2028 Olympics.

21. CITY MANAGER COMMUNICATIONS

None.

ADJOURNMENT

There being no further matters, Mayor Braun adjourned the meeting at 10:25 P.M. to Wednesday, May 7, 2025 at 7:00 P.M. in the City Council Chambers.

Respectfully submitted:

_____
Mark Perez
Acting Chief City Clerk

APPROVED

_____
Janet Braun
Mayor

ATTEST:

_____
Mark Perez
Acting Chief City Clerk

CITY OF SOUTH PASADENA
CITY COUNCIL AND FINANCE COMMISSION
SPECIAL JOINT MEETING

M I N U T E S
WEDNESDAY, APRIL 16, 2025, AT 7:01 P.M.

CALL TO ORDER:

The Special Joint Meeting of the South Pasadena City Council and Finance Commission was called to order by Mayor Braun on Wednesday, April 16, 2025, at 7:04 P.M. in the Amedee O. "Dick" Richards, Jr. Council Chambers, located at 1424 Mission Street, South Pasadena, California.

ROLL CALL:

PRESENT	Mayor	Janet Braun
	Mayor Pro Tem	Sheila Rossi
	Councilmember	Michael A. Cacciotti
	Councilmember	Jon Primuth
	Councilmember	Omari Ferguson
	Commissioner	Nevin Stanton-Trehan
	Commissioner	Cynthia Quade
	Commissioner	Y-Le Ho
	Commissioner	Renee Rubin
ABSENT	Chair	Peter Giulioni Jr.

Hector Gomez, Chief City Clerk, announced a quorum.

CITY STAFF PRESENT:

Todd Hileman, City Manager; Roxanne Diaz, City Attorney; Hector Gomez Chief City Clerk; were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

PUBLIC COMMENT

1. PUBLIC COMMENT

In-Person Public Comments:

Josh B. and John C. spoke regarding Item No. 3.

Josh B. spoke regarding Item No. 4.

ACTION/DISCUSSION

2. LSL FISCAL YEAR 2023-2024 YEAR END RECONCILIATION UDPATE

Noah Daniels, LSL Director, gave a presentation and responded to questions from the City Council and Finance Commission.

Discussion was held regarding the item. No motion was made on the item. (i.e. no action taken).

3. RECEIVE AND FILE OF THE FISCAL YEAR 2024-25 MID-YEAR BUDGET REPORT

Recommendation:
It is recommended that the City Council receive and file the Fiscal Year 2024-25 Mid-Year Budget Report.

William Castrillon, Budget and Purchasing Manager and Kelly Telford, LSL Partner gave a presentation and responded to questions from the City Council and Finance Commission.

Discussion was held regarding the item. No motion was made on the item. (i.e. no action taken).

INFORMATIONAL REPORTS

4. UPDATE ON THE CITY OF SOUTH PASADENA FISCAL YEAR 2024-2025 CAPITAL IMPROVEMENT PROGRAM

Recommendation:
It is recommended that the City Council receive and file an update from City staff on the Fiscal Year 2024-2025 Capital Improvement Program.

Ted Gerber, Public Works Director, gave a presentation and responded to questions from the City Council and Finance Commission.

Hearing no objection, the update was received and filed.

ADJOURNMENT

There being no further matters, Mayor Braun adjourned the meeting of the City Council and Finance Commission at 9:33 P.M.

Respectfully submitted:

_____
Mark Perez
Acting Chief City Clerk

APPROVED:

_____
Janet Braun
Mayor

ATTEST:

_____
Mark Perez
Acting Chief City Clerk

CITY OF SOUTH PASADENA
CITY COUNCIL - REGULAR MEETING

M I N U T E S
WEDNESDAY, JUNE 18, 2025, AT 7:00 P.M.

CALL TO ORDER:

The Regular Meeting of the South Pasadena City Council was called to order by Mayor Braun on Wednesday, June 18, 2025, at 7:12 P.M. The City Council Chambers are located at 1424 Mission Street, South Pasadena, California.

ROLL CALL:

PRESENT	Mayor	Janet Braun
	Mayor Pro Tem	Sheila Rossi
	Councilmember	Michael A. Cacciotti
	Councilmember	Omari Ferguson
	Councilmember	Jon Primuth
ABSENT		

Hector Gomez, Chief City Clerk announced a quorum.

CITY STAFF PRESENT:

Todd Hileman, City Manager; Roxanne Diaz, City Attorney; Hector Gomez, Chief City Clerk were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

PLEDGE OF ALLEGIANCE

The Flag Salute was led by Councilmember Primuth.

CLOSED SESSION ANNOUNCEMENTS

1. CLOSED SESSION ANNOUNCEMENTS

A. <u>CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION</u>
Government Code Section 54956.9 (d)(1)

1. Solinsky, Brian v. City of South Pasadena, Workers Compensation Appeals Board Case No. ADJ12895577 & ADJ12895578 (VNO)

B. <u>REAL PROPERTY NEGOTIATIONS</u>
Government Code Section 54956.8

Property Addresses:
a. 1131 Columbia Street, APN 5317-012-900
b. 215 Fairview Avenue, APN 5317-007-903
c. 302 Fairview Avenue, APN 5317-012-903
d. 529 Prospect Avenue, APN 5317-036-904
e. 530 Orange Grove Avenue, APN 5317-036-900
f. 534 Orange Grove Avenue, APN 5317-036-903
g. 535 Meridian Avenue, APN 5317-036-903
h. 540 Prospect Avenue, APN 5317-035-901
i. 901 Bonita Drive, APN 5310-020-903
j. 885 Oneonta Drive, APN 5310-022-902; 5310-022-901; 5310-022-903
k. 1037 & 1039 Grevelia Avenue, APN 5315-012-903
l. 773 Bonita Drive, APN 5310-021-902
m. 808 Valley View Road, APN 5310-020-901
n. 822 Valley View Road, APN 5310-020-902

Agency Negotiator: Todd Hileman, City Manager
Negotiating Party: California State Department of Transportation Under Negotiation: Price and Terms of Payment

City Attorney Roxanne Diaz stated that no reportable action was taken during the closed session.

PUBLIC COMMENT

2. PUBLIC COMMENT – GENERAL (NON-AGENDA ITEMS)

<u>In Person Public Comments</u>

Yvonne L. spoke regarding “Juneteenth”.

Barbara E. spoke regarding the Arroyo Seco Water Reuse Project.

Amanda M. spoke regarding the flyer parties.

Robert F. spoke regarding the mansion party.

Michael T. spoke regarding the mansion party.

Alex M. spoke regarding the mansion party.

Bill K. spoke regarding Flock cameras.

Anthony L. spoke regarding the mansion party.

Councilmember Cacciotti motioned to direct staff to put a Flock Item on a forthcoming agenda to review the accessibility provisions of the service. Mayor Pro Tem Rossi Seconded.

Vick P. spoke regarding potentially moving the Tournament of Roses floats.

Jake G. spoke regarding Flock cameras.

Louis J. spoke regarding the mansion party.

Bianca R. thanked staff for their responsiveness.

Zoom Public Comments

Alexander A. spoke regarding the Police Department and Flock cameras.

SP Homeowner spoke regarding the mansion party.

Steven L. spoke regarding the mansion party side streets.

Candice spoke regarding Flock cameras.

PRESENTATIONS

3. MERCHANT MINUTE – CHUCK'S APPLIANCES

This item was removed from the agenda by City Council consensus.

CHANGES TO THE AGENDA

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

None.

CONSENT CALENDAR

Item Nos. 11, 12, 16 and 18 were pulled for separate discussion via public comment. A motion was made by Councilmember Cacciotti and seconded by Councilmember Ferguson to approve Item Nos. 5-10, 13-15, 17 and 19-22 of the consent calendar, as presented. The motion carried 5-0, by the following vote:

AYES: Cacciotti, Ferguson, Primuth, Rossi, Mayor Braun
NOES: None.
ABSENT: None.
ABSTAINED: None.

5. CONSIDERATION OF THE APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF $119,349.28; GENERAL CITY WARRANTS FOR $1,026,709.13; ONLINE PAYMENTS IN THE AMOUNT OF $18,257.04; VOIDS IN THE AMOUNT OF ($90.97); PAYROLL IN THE AMOUNT OF $ 910,772.95

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

A motion was made to approve the recommendation on the Consent Calendar.

6. CONSIDERATION OF APPROVAL OF THE THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MNJ ADVISORS, INC. FOR TEMPORARY STAFFING SERVICES, IN THE AMOUNT OF $35,000 FOR A NEW TOTAL NOT-TO-EXCEED AMOUNT OF $135,000 AND TO EXTEND THE TERMINATION DATE

Recommendation
It is recommended that the City Council consider approving the proposed Third Amendment to the Professional Services Agreement with MNJ Advisors, Inc., to extend the agreement through August 15, 2025, and increase the compensation in the amount of$35,000 for continued temporary staffing services, for a new total not-to-exceed compensation amount of $135,000.

A motion was made to approve the recommendation on the Consent Calendar.

7. CONSIDERATION OF APPROVAL OF THE SPECIAL JOINT CITY COUNCIL AND FINANCE COMMISSION MEETING MINUTES AND REGULAR CITY COUNCIL MEETING MINUTES FOR JUNE 4, 2025

Recommendation

It is recommended that the City Council approve the minutes from the Special Joint City Council and Finance Commission Meeting and Regular City Council Meeting held on June 4, 2025.

A motion was made to approve the recommendation on the Consent Calendar.

8. CONSIDER THE APPROVAL OF A TASK ORDER WITH NV5 FOR PROJECT, CONSTRUCTION AND INSPECTION MANAGEMENT SERVICES FOR THE FISCAL YEAR 2024-2025 RESIDENTIAL SLURRY SEAL PROJECT

Recommendation

It is recommended that the City Council approve the Task Order under an existing Master On-Call Professional Services Agreement with NV5,in the final form approved by the City Attorney, to provide project management, construction management, and inspection management services for the City's Fiscal Year 2024-2025 Residential Slurry Seal Project (Project) in the not-to-exceed amount of $119,010.

A motion was made to approve the recommendation on the Consent Calendar.

9. CONSIDER APPROVAL OF A TASK ORDER WITH NV5 FOR FY 19-20 STREET IMPROVEMENT PROJECT CONSTRUCTION AND INSPECTION MANAGEMENT SERVICES

Recommendation

It is recommended that the City Council approve the Task Order under a Master On-Call Professional Services Agreement with NV5,in the final form approved by the City Attorney, to provide project management, construction management, and inspection management services for the City's Fiscal Year 19-20 Street Improvement Project in the not-to-exceed amount of $273,680.00.

A motion was made to approve the recommendation on the Consent Calendar.

10. CONSIDERATION OF ADOPTION OF AN ORDINANCE OF THE CITY OF SOUTH PASADENA AMENDING ARTICLE IVH (CULTURAL HERITAGE COMMISSION) OF CHAPTER 2 OF THE SOUTH PASADENA MUNICIPAL CODE TO REQUIRE A POSTED ON-SITE NOTICE FOR HEARINGS; EXTENDING THE EXPIRATION DATE FOR CERTIFICATES OF APPROPRIATENESS FROM 18 TO 24 MONTHS; INCREASING MINOR PROJECT REVIEW THRESHOLDS FOR CHAIR REVIEW; AND UPDATING LANGUAGE FOR CONSISTENCY AND CLARIFICATION

Recommendation

It is recommended that the City Council adopt the ordinance amending Article IVH (Cultural Heritage Commission of Chapter 2 (Administration) of the South Pasadena Municipal Code to make administrative processing improvements for certificates of appropriateness, increase public noticing and remove language inconsistencies.

A motion was made to approve the recommendation on the Consent Calendar.

Ordinance No. 2400 was adopted.

11. CONSIDERATION OF A RESOLUTION APPROVING THE SALARY ADJUSTMENT AND UPDATED SALARY RANGE FOR THE CIVIL ENGINEERING ASSISTANT, SENIOR CIVIL ENGINEER, AND SENIOR HUMAN RESOURCES ANALYST AND APPROVING THE ALLOCATION OF FUNDS FROM MULTIPLE FUNDS AND VACANT POSITIONS TO SUPPORT THE PERSONNEL REQUESTS

Recommendation

It is recommended that the City Council consider adoption of the proposed Resolution to:

1. Approve the salary adjustment and updated salary range for the Civil Engineering Assistant;
2. Approve the salary adjustment and updated salary range for the Senior Civil Engineer;
3. Approve the salary adjustment and updated salary range for the Senior Human Resources Analyst; and
4. Authorize the allocation of funds from the Special/Enterprise Funds and the General Fund to support the changes.

In Person Public Comments

Josh B. spoke regarding the item.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Cacciotti and seconded by Mayor Pro Tem Rossi to approve Item No. 11, as amended by the additional documents. The motion carried 5-0, by the following vote:

AYES: Cacciotti, Ferguson, Primuth, Rossi, Mayor Braun
NOES: None.
ABSENT: None.
ABSTAINED: None.

Resolution No. 7911 was adopted.

12. CONSIDERATION OF APPROVAL OF AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH KOA CORPORATION, A LOCHNER COMPANY, FOR ENGINEERING DESIGN SERVICES RELATED TO THE NORTH-SOUTH CORRIDOR INTELLIGENT TRANSPORTATION SYSTEM (ITS) DEPLOYMENT PROJECT IN A NOT TO EXCEED AMOUNT OF $1,137,574

Recommendation

It is recommended that the City Council consider approval of an amendment (Attachment 1) of an existing Professional Services Agreement (Attachment 2) with KOA Corporation, a Lochner Company, to provide engineering design services to support the City's North-South Corridor Intelligent Transportation System (ITS) Deployment Project, Project No. 002002 (2020-02), Federal Project No. RABA01-5071(024), in a not-to-exceed amount of$1,137,574.

In Person Public Comments

Casey L., Bianca R., and Michael T. spoke regarding the item.

Michael Vartanians, Principal Engineer, responded to questions from the City Council.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Cacciotti and seconded by Mayor Braun to approve Item No. 12, as amended by the additional documents. The motion carried 4-1, by the following vote:

AYES: Cacciotti, Primuth, Rossi, Mayor Braun
NOES: Ferguson
ABSENT: None.
ABSTAINED: None.

13. CONSIDERATION OF A LETTER OPPOSING SENATE BILL 79 (WIENER) TRANSIT-ORIENTED DEVELOPMENT

Recommendation

Authorize the Mayor to send a letter of opposition to Senate Bill 79 (Wiener) Transit-Oriented Development on behalf of the City Council to the appropriate stated legislators.

A motion was made to approve the recommendation on the Consent Calendar.

14. CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING ARTICLE 7 (DEFINITIONS) OF CHAPTER 36 (ZONING) OF THE SOUTH PASADENA MUNICIPAL CODE TO

AMEND THE DEFINITION OF "CITY ENGINEER"

Recommendation
It is recommended that the City Council introduce the ordinance by title only and waive full reading of the ordinance amending Article 7 (Definitions) of Chapter 36 (Zoning) of the South Pasadena Municipal Code.

A motion was made to approve the recommendation on the Consent Calendar.

15. CONSIDERATION OF APPROVAL OF AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ROBERT HALF INTERNATIONAL INC., FOR MUNICIPAL STAFFING SERVICES IN AN AMOUNT NOT-TO-EXCEED $57,000 FOR A NEW TOTAL-NOT-TO-EXCEED AMOUNT OF $168,000 AND TO EXTEND THE AGREEMENT THROUGH DECEMBER 31, 2025

Recommendation
It is recommended that the City Council consider approval of an Amendment to the Professional Services Agreement with Robert Half International, Inc., to extend the agreement through December 31, 2025, and increase the compensation in the amount of$57,000 and for a new total not -to-exceed amount of $168,000.

A motion was made to approve the recommendation on the Consent Calendar.

16. CONSIDERATION OF APPROVAL OF REVISED FISCAL YEAR 2025-2026 BUDGET DEVELOPMENT CALENDAR

Recommendation
It is recommended that the City Council approve the proposed revised Fiscal Year 2025-2026 Budget Development Calendar.

In Person Public Comments
Josh B. spoke regarding the item.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Cacciotti and seconded by Mayor Pro Tem Rossi to approve Item No. 18, as presented. The motion carried 5-0, by the following vote:

AYES: Cacciotti, Ferguson, Primuth, Rossi, Mayor Braun
NOES: None.
ABSENT: None.
ABSTAINED: None.

17. CONSIDERATION TO APPROVE THE FIRST AMENDMENT TO THE

PROFESSIONAL SERVICES AGREEMENT WITH LAKEVIEW CONSULTING, LLC., FOR TEMPORARY STAFFING SERVICES, AT A COST OF $18,000 FOR A NEW TOTAL NOT-TO-EXCEED AMOUNT OF $48,000, AND EXTENDING THE AGREEMENT THROUGH JULY 31, 2025

Recommendation
It is recommended that the City Council consider approving the proposed First Amendment to the Professional Services Agreement with Lakeview Consulting, LLC., in the amount of $18,000, for continued temporary staffing services, for a new total not-to-exceed compensation amount of $48,000, and extending the agreement through July 31, 2025.

A motion was made to approve the recommendation on the Consent Calendar.

18. CONSIDER THE ADOPTION OF A RESOLUTION APPROVING A NEW FUND BALANCE POLICY IN ACCORDANCE WITH GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENT NO. 54

Recommendation
It is recommended that the City Council review and adopt the resolution approving a new Fund Balance Policy in accordance with Governmental Accounting Standards Board Statement No. 54

In Person Public Comments
Josh B. spoke regarding the item.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Cacciotti and seconded by Mayor Pro Tem Rossi to approve Item No. 18, as presented. The motion carried 5-0, by the following vote:

AYES: Cacciotti, Ferguson, Primuth, Rossi, Mayor Braun
NOES: None.
ABSENT: None.
ABSTAINED: None.

Resolution No. 7912 was adopted.

19. CONSIDERATION OF APPROVAL OF AN AMENDMENT TO THE AGREEMENT WITH CALIFORNIA METRO PATROL FOR SECURITY GUARD SERVICES TO EXTEND THE AGREEMENT TERM TO SEPTEMBER 30, 2025

Recommendation
It is recommended that the City Council consider approving the amendment to the agreement with California Metro Patrol for security guard services to extend the

agreement term to September 30, 2025.

A motion was made to approve the recommendation on the Consent Calendar.

20. CONSIDER APPROVAL OF A TASK ORDER WITH NV5 FOR CAPITAL IMPROVEMENT PROGRAM STAFF AUGMENTATION SERVICES FOR DESIGN AND PROJECT MANAGEMENT SERVICES IN THE AMOUNT NOT TO EXCEED $380,000.

Recommendation

It is recommended that the City Council approve the Task Order under a Master On-Call Professional Services Agreement with NV5,in the final form approved by the City Attorney, to provide civil engineer design and project management services for the City's Fiscal Year 25-26 Street Improvement Project in the not-to-exceed amount of $380,000.

A motion was made to approve the recommendation on the Consent Calendar.

21. CONSIDERATION OF APPROVAL OF AN AMENDMENT TO THE AGREEMENT WITH ACORN TECHNOLOGY SERVICES FOR INFORMATION TECHNOLOGY SUPPORT SERVICES TO EXTEND THE TERM TO SEPTEMBER 30, 2025

Recommendation

It is recommended that the City Council consider the approval of an amendment to the agreement with Acorn Technology Services, extending the term to September 30, 2025.

A motion was made to approve the recommendation on the Consent Calendar.

22. CONSIDERATION OF APPROVAL OF AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WBCP INC., FOR RECRUITMENT SEARCH SERVICES, IN THE AMOUNT NOT TO EXCEED OF $30,200, FOR A NEW TOTAL CONTRACT AMOUNT OF $45,600

Recommendation

It is recommended that the City Council consider approval of the proposed amendment to the professional services agreement with WBCP Inc., to amend the compensation for recruitment search services for the Accounting Manager-Controller and two engineering positions in an amount not to exceed of $30,200, for a new total contract amount of$45,600.

A motion was made to approve the recommendation on the Consent Calendar.

PUBLIC HEARING

23. CONSIDERATION OF ADOPTION OF A RESOLUTION TO ESTABLISH NEW PLANNING APPLICATION FEES AND MODIFICATIONS TO EXISTING PLANNING FEES AS SET FORTH IN THE CITY'S MASTER FEE SCHEDULE RELATED TO DESIGN REVIEW AND OTHER FEES RELATED TO DEVELOPMENT

Recommendation

It is recommended that the City Council consider adopting the proposed Resolution to adopt the new and modified planning application fees for the Community Development Department (Planning Division).

Dean Flores, Acting Planning Manager, gave a presentation and responded to questions from the City Council.

The Mayor opened the Public Hearing at 8:35 P.M.

The Mayor closed the Public Hearing at 8:37 P.M.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Cacciotti and seconded by Councilmember Primuth to approve Item No. 24, as presented. The motion carried 5-0, by the following vote:

AYES: Cacciotti, Ferguson, Primuth, Rossi, Mayor Braun
NOES: None.
ABSENT: None.
ABSTAINED: None.

Resolution No. 7913 was adopted.

24. CONSIDERATION OF ADOPTION OF A RESOLUTION APPROVING THE FISCAL YEAR 2025-2026 ANNUAL CAPITAL IMPROVEMENT PROGRAM AND BUDGET AND APPROVING THE FISCAL YEAR 2025-2026 THROUGH 2029-2030 CAPITAL IMPROVEMENT PROGRAM

Recommendation

It is recommended that the City Council consider adopting a Resolution approving the Fiscal Year 2025-26 annual Capital Budgets and approving the Fiscal Year 2025-26 through 2029-2030 Five-Year Capital Improvement Program (CIP), making a finding of consistency with the City's General Plan.

William Castrillon, Budget and Purchasing Manager, gave a presentation and responded to questions from the City Council.

The Mayor opened the Public Hearing at 9:12 P.M.

In Person Public Comment
Josh B. spoke regarding the item.

Zoom Public Comment
Laurie W. spoke regarding the item.

The Mayor closed the Public Hearing at 9:18 P.M.

COUNCIL MOTION AND ACTION

A motion was made by Mayor Braun and seconded by Councilmember Primuth to approve Item No. 24, as presented. The motion carried 5-0, by the following vote:

AYES:	Cacciotti, Ferguson, Primuth, Rossi, Mayor Braun
NOES:	None.
ABSENT:	None.
ABSTAINED:	None.

Resolution No. 7914 was adopted.

ACTION/DISCUSSION

25. CONSIDERATION OF AN AWARD OF A CONSTRUCTION CONTRACT WITH GENTRY BROTHERS, INC. IN AN AMOUNT NOT TO EXCEED $ 7,574,000 FOR THE FY19-20 STREET IMPROVEMENT PROJECT AND APPROVE THE PLANS AND SPECIFICATIONS FOR THE PROJECT

Recommendation
It is recommended that the City Council consider:

1. Approving the plans and specifications for the Street Improvements Project (Project); and
2. Awarding a construction contract to Gentry Brothers, Inc. for construction services for street improvements in an amount not to exceed $7,589,040.00, including the proposed bid amount of $6,885,400.00 and a contingency of $703,640.00; and
3. Reject all other bids received; and
4. Authorize the City Manager to execute the contract.

Michael Vartanians, Principal Engineer, gave a presentation and responded to questions from the City Council.

In Person Public Comment
Josh B. spoke regarding the item.

Zoom Public Comment
Steven L. and Brian T. spoke regarding the item.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Cacciotti and seconded by Mayor Pro Tem Rossi to approve Item No. 25, as presented. The motion carried 5-0, by the following vote:

AYES:	Cacciotti, Ferguson, Primuth, Rossi, Mayor Braun
NOES:	None.
ABSENT:	None.
ABSTAINED:	None.

26. PUBLIC HEARING TO RECEIVE THE ANNUAL REPORT ON WORKFORCE VACANCIES, RECRUITMENT AND RETENTION IN COMPLIANCE WITH ASSEMBLY BILL 2561

Recommendation
It is recommend that the City Council open the public hearing and receive and file the annual report.

Tina Lopez, Human Resources and Risk Manager, gave a presentation and responded to questions from the City Council.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Cacciotti and seconded by Councilmember Ferguson to receive and file Item No. 26, as presented. The motion carried 5-0, by the following vote:

AYES:	Cacciotti, Ferguson, Primuth, Rossi, Mayor Braun
NOES:	None.
ABSENT:	None.
ABSTAINED:	None.

27. CONSIDERATION OF RESOLUTIONS APPROVING A LETTER OF AGREEMENT BETWEEN THE CITY OF SOUTH PASADENA AND THE SOUTH PASADENA FIREFIGHTERS' ASSOCIATION; APPROVING A LETTER BETWEEN THE CITY

OF SOUTH PASADENA AND THE SOUTH PASADENA POLICE OFFICERS' ASSOCIATION; APPROVING A LETTER BETWEEN THE CITY OF SOUTH PASADENA AND THE PUBLIC SERVICE EMPLOYEES' ASSOCIATION; APPROVING A LETTER BETWEEN THE CITY OF SOUTH PASADENA AND THE PART-TIME PUBLIC SERVICE EMPLOYEES' ASSOCIATION; AND APPROVING A LETTER OF AGREEMENT BETWEEN THE CITY OF SOUTH PASADENA AND UNREPRESENTED MANAGEMENT GROUP

Recommendation

It is recommended that the City Council consider:

1. Authorize an extension of the current Memorandum of Understanding (MOU) and Benefits Summary for the following five (5) employee groups: South Pasadena Firefighters' Association, South Pasadena Police Officers' Association, South Pasadena Public Service Employees' Association, South Pasadena Part-Time Public Service Employees' Association and Unrepresented Management from June 30, 2025 to December 31, 2025;
2. Approve a 2% salary increase for the identified employee groups, effective July 1, 2025;
3. Adopt the Resolutions approving the side Letter of Agreements between the City and the identified employee groups; and
4. Authorize the City Manager to execute the Letters of Agreement.

Tina Lopez, Human Resources and Risk Manager, gave a presentation and responded to questions from the City Council.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Cacciotti and seconded by Councilmember Ferguson to approve Item No. 27, as presented. The motion carried 5-0, by the following vote:

AYES:	Cacciotti, Ferguson, Primuth, Rossi, Mayor Braun
NOES:	None.
ABSENT:	None.
ABSTAINED:	None.

Resolution Nos. 7915, 7916, 7917, 7918 and 7919 were adopted.

PUBLIC COMMENT – CONTINUED

28. CONTINUED PUBLIC COMMENT - GENERAL

None.

COMMUNICATIONS

29. COUNCILMEMBERS COMMUNICATIONS

Councilmember Ferguson spoke regarding his recent attendance at the Public Works Infrastructure Commission and their actions. He spoke regarding "temporary activations" provided by the Southern California Association of Governments. He spoke regarding the South Pasadena Tournament of Roses' fundraiser at the Golf Tournament and SPEF summer school.

Mayor Pro Tem Rossi spoke regarding the house party on Monterrey. She requested a briefing on the situation as well as an ordinance concerning short-term rentals. She requested a briefing on the pilot program concerning the South Pasadena Flea Market. She spoke regarding Flock cameras and data privacy. She thanked the police department for their work during the protests.

Councilmember Cacciotti spoke regarding his attendance at the "Gold Line" station dedication and the recent Planning Commission meeting. He spoke regarding an active slurry project in his district. He spoke regarding Trader Joe's manager's contribution to the food bank at Holy Family Church.

Mayor Braun spoke regarding her attendance at the opening of a new development in Alhambra. She spoke regarding Judy Chu's "Youth Commission" and the head of the PTA about school safety.

30. CITY MANAGER COMMUNICATIONS

None.

ADJOURNMENT

There being no further matters, Mayor Braun adjourned the meeting at 10:05 P.M. to Wednesday, July 16, 2025 at 7:00 P.M. in the City Council Chambers.

Respectfully submitted:

_____

Mark Perez
Acting Chief City Clerk

APPROVED

_____
Janet Braun
Mayor

ATTEST:

_____
Mark Perez
Acting Chief City Clerk

City Council Agenda Report

ITEM NO. 6

DATE: August 20, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Greg Lloyd, Fire Chief

SUBJECT: **CONSIDERATION OF CHANGING THE REQUIREMENTS OF THE FIRE ENGINEER JOB DESCRIPTION TO ALIGN WITH THE CALIFORNIA VEHICLE CODE**

Recommendation

It is recommended that the City Council:

1. Approve the revised Fire Engineer job description reflecting updated licensing language consistent with the California Vehicle Code (CVC); and
2. Authorize the Human Resources Division to implement the updated classification description effective August 20, 2025.

Executive Summary

In cooperation with Human Resources, Fire staff is bringing this change forward for approval. The Fire Engineer job description has been updated to clarify licensing requirements consistent with the California Vehicle Code. This update reflects the City's continued commitment to regulatory compliance and operational readiness in emergency response.

Background

The Fire Engineer classification outlines the essential duties of employees responsible for driving and operating fire apparatus, maintaining equipment, and providing fire suppression and rescue services. The current job description references a Class "B" California Driver's License, which has since evolved to include an acceptable alternative license per CVC Section 12804.11.

Effective January 1, 2011, the California Department of Motor Vehicles allows for a Firefighter-Restricted Class C Driver's License as a legal alternative for fire apparatus operators under specific conditions. To remain compliant and support best practices, the job description has been revised to reflect this provision.

Analysis

The proposed revision incorporates California Vehicle Code Section 12804.11 into the employment standards. Specifically, the updated language allows candidates to possess either a Class "B" License or a Firefighter-Restricted Class C License at the time of appointment, provided it is in good standing and supported by the necessary endorsements and training.

The changes will support greater flexibility in recruitment, uphold legal compliance, and ensure

the job description remains current with evolving state standards. No changes to the core duties, salary, or FLSA status are being proposed.

Revised Language (Employment Standards – Education/Experience):
"...must possess and maintain a valid Class 'B' California Driver's License or a Firefighter-Restricted Class C Driver's License in accordance with California Vehicle Code Section 12804.11 and a satisfactory driving record at the time of appointment…"

Alternatives
None

Fiscal Impact
There is no anticipated fiscal impact related to this update. This revision aligns with existing staffing levels and does not result in any change in salary or benefits.

Key Performance Indicators and Strategic Plan
This change aligns with the city's goals of maintaining compliance with current standards and regulations.

Attachment:
Attachment No. 1 - Fire Engineer Updated Job Description

City of South Pasadena

FIRE ENGINEER

Purpose
Under general supervision, operates all fire apparatus and equipment; safely transports crew to the emergency scene; assists in the suppression of fires; assists in inspecting and maintaining equipment; and participates in daily fire prevention inspections and training activities.

Examples of Duties
Drives fire apparatus to the scene of an emergency; locates apparatus and places it in operation as directed; is familiar with all ladder operations; assists in laying hose and calculating and monitoring hydraulic conditions; operates various auxiliary equipment such as lights and power during nighttime emergency response; uses hand and power tools to obtain entry to buildings; frees trapped accident victims, and provides ventilation; cleans, services, and ensures operational readiness of vehicles, apparatus, hoses, and equipment; participates in clean-up, salvage, and overhaul operations; assists with the maintenance of station and facilities; works with the community in a variety of educational and public relations programs; may act as a Fire Captain in an emergency during the absence of a company officer; and performs related work as required.

Employment Standards

Education/Experience:
Completion of 24 college units, of which 12 units must be in fire science or equivalent and will include fire hydraulics and pump operations or apparatus maintenance; must be at least 18 years old (and) possess and maintain a valid Class "B" California Driver's License, or a Firefighter-restricted Class C Driver's License and a satisfactory driving record at the time of appointment; completion of two (2) current consecutive years of service in a full-time fire suppression position with a municipal or county fire department/district.

Knowledge of:
Arithmetic, principles of mechanics, modern fire fighting techniques and problems; principles, practices, techniques of fire apparatus hydraulics; operation and maintenance practices and methods for a variety of fire apparatus and equipment; applicable local, state and federal laws, codes, ordinances, and safety practices and precautions pertaining to the operation of motor vehicles in the State of California; knowledge of national, state, and local fire codes, ordinances, and laws relating to fire prevention, building materials and construction, and of the principles of combustion; geography, major fire hazards, and water supply system of the city.

Ability to:
Drive and operate fire apparatus in a safe manner; plan, direct, and assist in all of the activities of firefighting, providing training and effective supervision to subordinates; supervise subordinates effectively and tactfully, and work cooperatively with other City employees and the public.

Fire Engineer continued

Physical Demands:
Exposure to extreme physical demands would require the candidate to be in excellent physical condition. This includes, but is not limited to, lifting and/or dragging of heavy weight, bending, stretching, stooping, squatting, climbing, balancing, kneeling, crouching, crawling, running, jumping, pushing, pulling, twisting, and other forms of moderate to extreme physical exertion.

Special Requirements:
Possession of CPR and EMT certificates and Certification as a Firefighter I. *(Please check these requirements.)*

Working Conditions
All Fire Department personnel work under extreme conditions that require excellent physical conditioning.

FLSA Status
All Fire Department personnel who work 24-hour shifts fall under the provisions of the Fair Labor Standards Act.

Revised 2/27/01

City Council Agenda Report

ITEM NO. 7

DATE: August 20, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Greg Lloyd, Fire Chief

SUBJECT: **CONSIDER APPROVAL OF THE UPDATED COOPERATIVE AGREEMENT BETWEEN THE CITIES OF SOUTH PASADENA AND SAN MARINO FOR THE SHARED DIVISION CHIEF POSITION**

Recommendation

It is recommended that the City Council approve the updated Cooperative Agreement betweer the City of South Pasadena and the City of San Marino for the shared use of a Fire Department Division Chief.

Executive Summary

The Cities of South Pasadena and San Marino have successfully shared a Division Chief position since 2017 to enhance fire command leadership, improve emergency response coordination, and reduce operational costs. This updated 2025 Cooperative Agreement reaffirms the joint commitment to public safety while incorporating clarified provisions on cost-sharing, personnel reassignment, and vehicle replacement. The shared model ensures robust coverage and supervision across both agencies' fire operations, while avoiding the substantial financial burden—estimated at over $400,000 annually—of independently staffing equivalent command roles. Approval of this agreement supports strategic goals related to interagency collaboration, fiscal efficiency, and effective service delivery.

Background

In 2017, the Cities of South Pasadena and San Marino entered into a Cooperative Agreement to jointly staff a Shared Division Chief position between their respective Fire Departments. This partnership was developed to strengthen command-level oversight, improve coordination of emergency response, and reduce redundancy through cost-sharing.

Since its inception, the Shared Division Chief model has functioned effectively and allowed both cities to maintain continuous leadership across all shifts, conduct joint training, and standardize critical command responsibilities. Each city has continued to employ one Dedicated Division Chief, while a third, Shared Division Chief position has served both agencies.

The current update to the agreement does not introduce any structural or operational changes to the program. Instead, it is intended solely to clarify how costs—particularly those related to vehicle lease payments, backfilling for acting assignments, and training—are calculated and reimbursed, bringing the agreement into alignment with the actual practices followed since implementation.

Analysis
The proposed updates to the 2025 Cooperative Agreement are administrative in nature and made for the purpose of ensuring transparency, improving fiscal documentation, and reinforcing the long-standing shared service model. No operational changes or modifications to the command structure are proposed.
Key clarifications include:

- **Cost-Sharing Alignment:** The agreement now explicitly details how shared costs are calculated and reimbursed, including salary, training, benefits, backfill coverage, and command vehicle expenses. These provisions reflect the actual cost allocation methods the cities have followed since 2017.
- **Annual Lease Repayment Schedule:** Lease payments for the command vehicle, previously outlined on a quarterly basis, are now reflected as annual payments. This change aligns with historical practice and facilitates more streamlined budget planning.
- **Reassignment Clause Refinement:** The language related to reassignment of the Shared Division Chief in the event of a prolonged vacancy has been clarified but remains consistent with the intent and application of the original agreement.
- **Acting Division Chief and Backfill Provisions:** Clarifies the process for appointing an acting Shared Division Chief during absences and confirms that associated backfill costs for Captains will be shared between the cities—again, formalizing current practice.

These changes were made to enhance mutual understanding and avoid ambiguity in the administration of shared services. The updated agreement reaffirms the original goals of operational efficiency, fiscal responsibility, and cooperative public safety service delivery, without altering the scope or structure of the program.

Alternatives
The City Council may also consider the following alternative to the recommended action:

1. **End the shared agreement and independently staff the equivalent of 1.5 Division Chief positions per city (total of three Division Chiefs):**
   Under this scenario, each city would employ two full-time Division Chiefs—one to replace the Shared Division Chief and one to retain existing coverage—thereby eliminating the cooperative staffing model. This would preserve current levels of operational command but would result in significantly increased personnel and administrative costs.

Estimated Fiscal Impact:
Based on current salary, benefits, and associated support costs, the independent hiring of 1.5 additional Division Chiefs by the City of South Pasadena would result in an estimated increase of over $400,000 annually. This figure includes base salary, benefits, training, equipment, vehicle costs, and overtime or backfill coverage.

Staff does not recommend this alternative. The current shared command model provides an effective, proven, and fiscally responsible means of maintaining high-level fire command coverage. The revised agreement simply clarifies existing cost-sharing practices without altering operational performance or leadership capacity.

Fiscal Impact
Funding for the Division Chief is included in the FY 2025-2026 in the Fire Department operating budget.

Attachment:
Attachment No. 1 - Shared Command Agreement

AMENDED AND RESTATED COOPERATIVE AGREEMENT BETWEEN THE CITIES OF SOUTH PASADENA AND SAN MARINO FOR SHARING OF FIRE DEPARTMENT COMMAND STAFF (DIVISION CHIEF)

THIS AMENDED AND RESTATED AGREEMENT is made and entered into this September 10, 2025 ("Effective Date"), by and between the CITY OF SAN MARINO, a municipal corporation, hereinafter referred to as "San Marino," and the CITY OF SOUTH PASADENA, a municipal corporation, hereinafter referred to as "South Pasadena." San Marino and South Pasadena may be referred to in this Agreement individually as a "City" or "Party" and jointly as "Cities" or "Parties".

RECITALS:

WHEREAS, the Cities each maintain their own all-risk municipal fire departments; and

WHEREAS, the Cities have shared their fire department command resources to enhance service capabilities, promote efficiency, and preserve seamless response among the two Cities since July 20, 2017.

NOW, THEREFORE, San Marino and South Pasadena agree as follows:

A. Terms

1. Term and Termination: The term of this Agreement shall commence on the Effective Date set forth above and continue until terminated by the Parties. Any Party may terminate this Agreement without cause by providing not less than six (6) months prior written notice of its intent to terminate. This Agreement may be terminated at any time upon agreement of all Parties.

2. Periodic Evaluation: In every third year following the effective date of this Agreement, the City Managers of the respective Cities shall prepare a written evaluation concerning the operation of this Agreement, which may include any recommendations that the Parties would make to improve operations. Said report shall be provided to the City Council of each City for consideration by July 1st of every third year. A City may update its own City Council more frequently if it so desires.

B. Shared Command Position

1. The Parties agree to share the following fire department command position ("Shared Command Position") subject to the implementation timeline, terms, and conditions contained in this Agreement:

Position	Total No. of Shared Positions
Division Chief	1

The Parties desire to accomplish the implementation of the Shared Command Position without any layoffs, demotions, or loss of pay to the affected employees of the two fire departments.

2. Currently, there is a total of one (1) Shared Command Position among the two Cities ("Shared Division Chief"). Upon the Effective Date of this Agreement, the management, administrative, and command duties of both fire departments will be distributed amongst all the Division Chief Positions so that a highly efficient and effective team will be created. During the term of the agreement, each City agrees to employ a minimum of one Division Chief Position ("Dedicated Division Chief(s)") and a position serving in the role of Fire Chief. The third Division Chief will be identified as the Shared Division Chief. The Dedicated Division Chief and Shared Division Chief positions will be responsible for providing leadership to personnel assigned to their shift from both cities, and hands-on management of daily operations of the emergency response resources, on-scene fire suppression and incident command. Additional examples of duties include:

    - Responsible for 24-hour emergency response, directing the activities of fire personnel and equipment to achieve the most effective fire suppression.
    - Assumes responsibility for the efficient performance of companies, cleanliness of quarters, and for the operation of all fire apparatus and equipment.
    - Attends and conducts shift meetings with personnel every two month or as required.
    - Receives and responds to inquiries and requests for information, helping and taking appropriate action to resolve problems.
    - Conduct promotional examinations as directed for both cities.
    - Conducting shift training for personnel from both cities every two months or as directed.
    - Prepare evaluations for all personnel assigned to their shift from both cities.

3. The Fire Chief of each City, in consultation with the City Managers of both Cities, will have sole discretion in the assignment and responsibilities within the Shared Command Position of the two fire departments. The assignments and responsibilities of the Shared Division Chief could include, but not be limited to:

    - Management and delivery of training for both Cities;
    - Scheduling of EMS Continuous Education;
    - Management of CICCS documentation;
    - Provide oversight for promotional exams;
    - Representation at Verdugo Task Force and Area C Disaster Management meetings.

4. Nothing in this Agreement shall alter the employment status of the employee serving as the Shared Division Chief, in that employees of San Marino and South Pasadena shall remain solely employed by their respective Cities, and shall not be deemed employees of any other City.

5. If the Dedicated Division Chiefs position of a City becomes vacant for more than six months for any reason, or upon agreement of both Fire Chiefs, the Shared Division Chief, if from that City, would then be reassigned to the vacant Dedicated Division Chief position for their represented City. If the vacancy becomes permanent due to separation of employment, filling of the Shared Command Position will be accomplished by a competitive testing process that will be open to qualified employees from both Cities, subject to provision 6. In every case when there are two Division Chiefs in the Command Staff, one Dedicated Division Chief, and one Shared Division Chief from the same City, and there is a vacancy in the other City's dedicated position, then that will be filled with that represented City's personnel.

6. In the event there are no qualified candidates from either City, an open competitive testing process will be conducted. If an individual is selected and hired from the open testing process, they will become an employee of the city from which the vacancy was created. If this process is repeated and a replacement for the shared position is selected from another open testing process, the employment relationship of that individual would be switched and the individual would become an employee of the other City. Final selection for the position will be made by the Fire Chiefs of both Cities, with consultation by both City Managers.

7. In the event the Shared Division Chief is placed off duty for an extended amount of time, if both Fire Chiefs agree, in consultation with the City Managers, the Fire Chiefs will give consideration to back filling the position with an "acting" Shared Division Chief. Upon the processing of an approved Personnel Action Form, the cost of the Shared Division Chief, the "acting" Shared Division Chief, as well as the associated backfilling costs of the Captain, would be shared pursuant to section (F) of this agreement.

8. Each City will be solely responsible for the selection and filling of their own Fire Chief and nonshared Division Chief Positions.

C. Governance

1. The San Marino and South Pasadena City Councils will retain all policy-making authority for their respective Cities, including approval of the annual budget for their fire departments.

2. The Fire Chiefs of each Citys shall have all the power and authority that is vested in that position, as defined by each City in its municipal code and/or rules, regulations, and policies.

D. Policies and Procedures

1. Each City shall retain the current personnel and operational policies and procedures contained in its respective fire department policy manual, memorandums of understanding (MOU's), and personnel rules.

2. Each City shall retain sole discretion over its fire department station and company configurations and deployment strategies. The Fire Chief of each City may recommend operational modifications to their respective City; however, each City shall have the authority to make its own future budget and deployment decisions during the term of this Agreement.

3. As part of this Agreement, each City agrees to retain its current contract with the Verdugo Fire Communications Center, which shall continue to dispatch each City's respective fire units using existing policies, protocols, and contracts.

4. The Division Chiefs shall comply with all policies and procedures for both fire departments under their command.

5. The final authority for determination of merit increases, promotion, and discipline of the Shared Division Chief and other employee relation matters incidental to the performance of services by the Shared Division Chief shall remain with the employing City. In the event an employment matter causes a monetary increase or a change in the working conditions of the Shared Division Chief, the employing City Manager will consult with the City Manager from the other City.

6. Any and all property acquired under and pursuant to this Agreement by any City, whether by government grant funds or otherwise, shall be and at all times remain the property of that City without any division or distribution thereof upon termination of this Agreement, except as otherwise agreed upon in writing.

7. The Headquarters and normal housing of the Battalion 9 Chiefs will be at Fire Station 91.

E. Salaries and Benefits

1. The Cities recognize that the salaries and benefits for the Division Chief's Positions differ among the two fire departments. San Marino and South Pasadena will retain sole discretion over the salary and benefit schedules for their respective employees during the term of this Agreement.

F. Shared Costs of Services

1. San Marino and South Pasadena shall each be responsible for 50% of the mutually agreed upon shared costs of services for the Shared Division Chief.

2. Each City shall pay its own employee in the Shared Command Position through its normal payroll process. Additionally, each City shall provide benefits and training to its own employee in the Shared Command Position through its normal processes.

3. Only those costs related to the Shared Command Position that are a part of the Shared Command structure shall be shared costs for services under this Agreement.

4. On a quarterly basis, commencing July 20, 2017, the City whose employee is assigned the Shared Command Position shall itemize its shared costs as defined in Section F, paragraph 5, below, and shall provide to the other City an itemized invoice for the appropriate portion of the shared costs of services. The City being billed shall provide payment of the invoiced amount within thirty (30) calendar days of receipt of the invoice.

5. The shared costs of service shall include the following:

   i) Salary costs of the Shared Command Position shall include: regular salary (including extra hours worked), special assignment pay, administrative leave, vacation leave, holiday pay, uniform allowance, sick leave, longevity pay, salary during worker's compensation leave, and other personnel costs agreed to by the Cities. The Shared Division Chief position is an exempt position which is not entitled to overtime pay; additional hours worked will be compensated at straight time.

   ii) Conversion of compensatory time, sick leave, or vacation leave to cash for those hours earned during the term of this Agreement, subject to personnel rules applicable to each Party.

   iii) Payment to CalPERS and Medicare for compensation earned by the Shared Command Position during the quarter.

   iv) City cafeteria plan contributions or premium payments for medical insurance, dental insurance, vision insurance, long-term disability insurance, life and accidental death or disability insurance and employee assistance coverage afforded to the employee in the shared command position during the quarter.

   v) City costs for memberships, conferences, seminars, and training of the employee in the shared command position.

   vi) Verdugo Dispatch fees for Battalion 9 emergency responses.

   vii) Vehicle maintenance and operation costs for City owned command vehicle (BC9) assigned to the Shared Division Chief's position.

      (a) Command vehicle at the current IRS rate (24hr Emergency Response).

      (b) Replacement of Command Vehicle: The City of San Marino will facilitate the purchase of the initial command vehicle. The City of South Pasadena will make lease payments back to San Marino at a rate of 50% of the total cost of the vehicle amortized over a five (5) year period and paid on an annual basis. When a subsequent replacement command vehicle is needed, South Pasadena will facilitate the purchase and San Marino will make lease payments at the identified rate.

viii) Payments made by the employing City for approved training expenses for the Shared Command Position.

ix) General liability and worker's compensation insurance coverage costs.

6. The shared costs of services shall exclude:

   i) City contributions to Retirement Health Savings Plans and wellness programs.
   ii) Payments made to employees as monthly vehicle allowances.
   iii) Accrued leave upon separation of employment.

7. If any shared costs of services are reimbursed from another source, such reimbursement shall be credited to both Cities based on the agreed proportionate shares set forth in Section F, paragraph 1, above.

8. By May 1st of each year this Agreement is in effect, the Fire Chief of each City will provide to their City Manager a projected budget of the shared costs of services, as set forth in this Agreement, for the next fiscal year. This proposed budget shall be prepared in consultation with the Finance Director of each City.

9. Either City may request a comprehensive year-end audit to verify the validity of all billings for services to be shared by the Cities. The cost for the audit shall be shared equally among the Cities. A copy of the audit shall be provided to each City.

10. The City Managers of each City shall come together, as necessary to discuss the performance of this Agreement and to evaluate the cost sharing as it relates to overtime and make necessary adjustments to the contract if needed.

G. Liability and Insurance Provisions

1. Each City shall obtain and maintain workers compensation coverage for its own employee serving in the Shared Command Position. Such coverage shall encompass the entire scope of duties of each employee to be performed hereunder, including shared services to be performed by any employee, as required by this Agreement. It is the intent of the Parties that both Cities secure workers compensation coverage pursuant to Labor Code Section 3602(d). Each City may self-insure to these limits of coverage. Notwithstanding the provisions of Section G, Paragraph 5, below, each City shall indemnify, defend, and hold harmless each other City regarding any claims or suits by the first City's employees for injuries arising from the performance of services under this Agreement.

2. Each City shall obtain and maintain insurance coverage to replace or repair its own fire department equipment and facilities. Such insurance coverage shall be maintained in accordance with each City's own policies and procedures, and no City shall be responsible for any property loss of another City. Each City may self-insure to satisfy the requirements of this subsection.

3. Each City shall maintain automobile liability coverage and comprehensive general liability insurance, including employment practices coverage, in a mutually acceptable form, covering all services provided pursuant to this Agreement, with applicable single limits of at least $20,000,000 per occurrence, which policy(ies) shall name the other City, and their respective elected officials, officers, employees and volunteers, as additional insureds. Each City may self-insure to satisfy the requirements of this subsection.

4. Upon request, each City shall provide the other with evidence of coverage to fulfill its insurance obligations under this Agreement, and shall promptly notify each other City of any change of coverage, terms, limits or providers. Each City waives the right of subrogation against the other City.

5. To the fullest extent permitted by law, each City ("Indemnifying Party") expressly agrees to defend, indemnify and hold harmless the other City and their respective elected officials, officers, agents, employees, and volunteers ("Indemnified Party or Parties") from any and all liability, loss or damage that the Indemnified Party or Parties may suffer as a result of claims, demands, actions, or damages to any and all persons or property, or costs or judgments against the Indemnified Party or Parties which result from, arise out of, or are in any way connected to the acts or omissions of the Indemnifying Party, its elected officials, officers, employees, or volunteers, in the performance of this Agreement.

6. Each City shall promptly notify the other City of any and all claims or actions for which it seeks indemnification, defense and/or liability insurance coverage pursuant to this Agreement. The provisions of Section G, paragraph 5, above, shall survive the termination or expiration of this Agreement.

H. Representatives' Authority; Notices.

1. Each Party's representative for purposes of administration of this Agreement, including provision of consent or approval where permitted or required, shall be its City Manager and/or designee thereof. The Parties recognize that from time to time, it may be necessary to amend the operational specifics authorized by this Agreement.

2. Any notice required or permitted to be given or served pursuant to this Agreement, shall be effected by personally delivery of the same, as follows:

To South Pasadena:
City of South Pasadena
1414 Mission Street, South Pasadena, CA 91030
Attention: City Manager

To San Marino:
City of San Marino
2200 Huntington Drive, San Marino, CA 91108
Attention: City Manager

3. Service of the notice shall be effective immediately upon delivery during normal business hours. The foregoing addresses for notice may be modified by any Party giving written notice of such modification to the other Party calling specific attention to this Agreement.

I. Employment Relationship with Parties

1. No officer or employee of either City shall for any purpose be deemed to be an employee of the other City, and no officer or employee of any City shall be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided to the other City's officers or employees. No officer or employee of any City shall have any power to incur any debt, obligation, or liability on behalf of the other City or otherwise act on behalf of the other City as an agent, except to the extent expressly provided herein.

J. General Provisions.

1. No Effect on Mutual Aid/Response Agreements: It is expressly understood and agreed that all fire departments will also be operating under the State of California's Master Mutual Aid agreement and the Area C Unified Response agreement. This Agreement is not intended to modify the terms of those agreements in any way.

2. No Waiver: No delay or omission in exercising any right or remedy pursuant to this Agreement shall impair such right or remedy or be construed as a waiver thereof. All rights and remedies pursuant to this Agreement shall be cumulative, except with respect to any right or remedy expressly stated to be exclusive.

3. Compliance with All Laws: All Parties shall comply with all applicable local ordinances, and State and Federal statutes, laws and regulations, including, but not limited to, laws governing conflicts, at all times during their performance of this Agreement.

4. No Third Party Beneficiary: It is the Parties' intent that nothing in this Agreement shall create any third party beneficiary rights.

5. Force Majeure: No Party shall be considered to be in default in the performance of any material obligation under this Agreement when a failure of performance shall be due to a Force Majeure event. A Force Majeure event shall mean any cause beyond the reasonable control of the affected Party and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which it has been unable to overcome. No Party shall be relieved of its obligation to perform if such failure is due to causes arising out of its own negligence or due to matters under its control which it fails to remedy within a reasonable time period. Any Party rendered unable to fulfill any of its obligations under this Agreement by reason of a Force Majeure event shall give prompt

written notice of such fact to the other Party. During such period, all Parties shall cooperate to ensure that critical services are maintained, while the affected Party shall diligently work to restore its services required by this Agreement.

6. Severability: In the event that any clause or provision of this Agreement or any part thereof becomes or shall be declared by a court of competent jurisdiction invalid, illegal, void, or unenforceable, this Agreement shall continue in full force and effect without said provisions, provided that no such severability shall be effective if it materially changes the benefits or obligations of any Party hereunder.

7. Integrated Agreement: This Agreement, which includes the recitals and all exhibits and attachments, constitutes the entire understanding of the Parties with respect to the subject matter herein. No representation, express or implied, that is not set forth herein, shall be binding or have any force or effect.

8. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be original, and all of which together shall constitute one and the same Agreement. A signature delivered by facsimile or electronic transmission shall be deemed to be an original signature and shall be effective upon receipt thereof by the other Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date set forth above.

CITY OF SAN MARINO

By:_____

Philippe Eskandar
City Manager

Attest:

By:_____

City Clerk

Approved as to Form:

By:_____

Joseph Montes
City Attorney

CITY OF SOUTH PASADENA

By:_____

Todd Hileman
City Manager

Attest:

By:_____

City Clerk

Approved as to Form:

By:_____

Roxanne Diaz
City Attorney

City Council Agenda Report

ITEM NO. 8

DATE: August 20, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Roxanne Diaz, City Attorney

SUBJECT: **CONSIDERATION OF AN ORDINANCE OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING SECTION 19A.26 (LOUD PARTY) OF CHAPTER 19A (NOISE REGULATION) OF THE SOUTH PASADENA MUNICIPAL CODE TO REGULATE LOUD AND UNRULY GATHERINGS**

Recommendation

It is recommended that the City Council introduce the ordinance by title only and waive full reading of the ordinance amending Section 19A.26 (Loud Party) of Chapter 19A (Noise Regulation) of the South Pasadena Municipal Code to regulate loud and unruly gatherings.

Background

Last month, the South Pasadena Police Department responded to a late night loud and unruly gathering on Camino Verde receiving many calls for service that consisted of but not limited to loud music, large groups standing in the street, obstruction of the street, intoxication and littering. We understand the owner of the property rented his property to a third party promotor to host a late night party. In reviewing the City's ordinance regarding such types of events, we determined that the City's existing "loud party" ordinance should be strengthed. These types of events generally call upon the use of services from nearby police departments and one way to deter these types of events is to pass the costs of law enforcement onto the owner of the property and/or the person responsible for the event.

Analysis

The proposed ordinance adopts a new Section 19A.26, which will now be entitled "Loud or unruly gatherings." First, the ordinance defines a "loud or unruly gathering" to mean a gathering of two or more persons for a social occasion or any other activity at any residential unit and the property surrounding it during which loud or unruly conduct occurs that is a violation of the California Penal Code or is otherwise a threat to the public peace, health, safety, or welfare, including, without limitation, any or all of the following:

A. Loud noise or music from any source within the residential unit or its curtilage that interferes with the quiet enjoyment of residential property;
B. Obstruction of a street or other public right- of-way, or a portion thereof, with vehicles or pedestrians;
C. Public intoxication or drinking in public;
D. The service of alcohol to minors;
E. Possession and/or consumption of alcohol, marijuana, or narcotics by minors;
F. Assaults, batteries, fights, domestic violence or other disturbances of the peace;

G. Vandalism or destruction of real or personal property;
H. Littering of any trash, debris, bottles, cans or other items of personal property on real property or on a public right-of-way;
I. Urinating, vomiting, or defecating in public; or
J. Other disturbances of the peace, including, but not limited to, throwing objects or spraying liquids into the public right-way, sidewalks or alleys, or other conduct that constitutes a threat to public health, safety, or quiet enjoyment of residential property or public property.

Such gatherings are prohibited and constitute a public nuisance. Upon the Police Department's first response to such a gathering, the police officer shall issue a written notice to the owner or the responsible person at the property informing them that they will be held liable for the costs of providing police personnel above the normal services provided (i.e. the first call to the property). If the Police Department is subsequently called out that evening/morning or any time thereafter (for one year), the costs of law enforcement to enforce an order to terminate the gathering and/or an order for all persons to leave the premises, will be charged to the owner and/or responsible person. The ordinance makes it a misdemeanor for refusal to sign receipt of the warning notice or any subsequent notice. There is also a provision in the ordinance that if no responsible person or owner signs the warning, the police officer is authorized to post the notice at the property. Once a notice is posted, it cannot be removed for one year and the costs for any calls for service for a loud and unruly gathering will be charged to the owner and/or responsible person.

In addition to strengthening the City's current provisions on loud parties, the City Attorney's office will also bring forward a zoning code amendment to amend the City's provisions related to home occupations. That ordinance will prohibit the rental of any residence, or portion of the dwelling, for events and activities such as parties with an exception for recognized nonprofit or charity functions. This type of provision is commonplace in cities that regulate short-term rentals.

Fiscal Impact
There is no fiscal impact in adopting this ordinance. The ordinance proposes to recoup the City's extraordinary costs for responding to loud and unruly gatherings after a warning has been issued. Finance will work with the Police Department to invoice and recover costs, when appropriate.

Attachment:
Attachment No. 1 - Proposed Ordinance

CITY OF SOUTH PASADENA
ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING SECTION 19A.26 (LOUD PARTY) OF CHAPTER 19A (NOISE REGULATION) OF THE SOUTH PASADENA MUNICIPAL CODE TO REGULATE LOUD AND UNRULY GATHERINGS

WHEREAS, the City of South Pasadena, pursuant to its police powers delegated by the California Constitution, has the authority to enact laws which promote the public health, safety, and general welfare of its residents;

WHEREAS, the occurrence of loud and unruly gatherings on residential property is a threat to the quiet enjoyment of residential property and to the public health, safety, and welfare due to excessive noise, traffic, obstruction of streets, service of alcohol to minors, public intoxication, disturbances of the peace, vandalism and litter;

WHEREAS, the Police Department and other City Departments and personnel of the City of South Pasadena are called upon to respond, often on multiple occasions, to loud or unruly parties;

WHEREAS, these gatherings are a burden on City resources and can delay responses to emergency calls and thereby reduce the public safety to others; and

WHEREAS, to mitigate the negative impacts of loud or unruly gatherings on City residents, residential property owners and persons responsible for these gatherings should be held accountable through the issuance of administrative citations and other penalties.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Recitals. The City Council finds the foregoing recitals and their findings to be true and correct.

SECTION 2. Section 19A.26 (Loud Party) of Article 6 (General Noise Regulations) of Chapter 19A (Noise Regulation) of the South Pasadena Municipal Code is amended in its entirety to read as follows:

"**19A.26 Loud or unruly gatherings.**

(a) For purposes of this section, the words and phrases used in this section are defined as follows:

(1) Loud or Unruly Gathering. "Loud or unruly gathering" means a gathering of two or more persons for a social occasion or any other activity at any residential unit or its curtilage during which loud or unruly conduct occurs that constitutes a violation of

the California Penal Code or is otherwise a threat to the public peace, health, safety, or welfare, including, without limitation, any or all of the following:

(A) Loud noise or music from any source within the residential unit or its curtilage that interferes with the quiet enjoyment of residential property;

(B) Obstruction of a street or other public right- of-way, or a portion thereof, with vehicles or pedestrians;

(C) Public intoxication or drinking in public;

(D) The service of alcohol to minors;

(E) Possession and/or consumption of alcohol, marijuana, or narcotics by minors;

(F) Assaults, batteries, fights, domestic violence or other disturbances of the peace;

(G) Vandalism or destruction of real or personal property;

(H) Littering of any trash, debris, bottles, cans or other items of personal property on real property or on a public right-of-way;

(I) Urinating, vomiting, or defecating in public; or

(J) Other disturbances of the peace, including, but not limited to, throwing objects or spraying liquids into the public right-way, sidewalks or alleys, or other conduct that constitutes a threat to public health, safety, or quiet enjoyment of residential property or public property.

(2) Minor. "Minor" means any person under the age of eighteen years.

(3) Owner. "Owner" means any person(s), including any individual, firm, association, organization, partnership, trust, business, corporation, company or other entity, who owns the residential unit where a loud or unruly gathering occurs, as shown on Los Angeles County's last equalized Property Tax assessment roll, or the supplemental roll, whichever is more current.

(4) Residential Unit. "Residential unit" means any "dwelling unit," as defined in Section 36.700.020(D) of this code, and each unit of all "multi-family dwellings," as defined in Section 36.700.020(M) of this code. A "residential unit" also includes; (A) any other buildings, structures, and improvements on the premises, as well as balconies, decks, patios, yards, and all other interior and exterior areas; and (B) common use or other areas of multi-family dwellings. "Residential unit" does not include any room or unit of a hotel or motel.

(5) Responsible Person. “Responsible person” means and includes, without limitation, any person(s), individual, firm, association, organization, partnership, trust, business, corporation, company, or other entity:

(A) Who is the owner or who rents, leases, uses or otherwise is in charge of the residential unit, regardless of whether such residential unit is rented, leased or used with or without compensation, where a loud or unruly gathering occurs; or

(B) Who organizes, promotes, or sponsors a gathering that becomes loud or unruly; or

(C) Receives money, compensation, or consideration for granting access to a residential unit where a loud or unruly gatherings occurs.

If the “responsible person” is a minor, then the parent(s) or guardian(s) of such minor shall also be considered a “responsible person.”

(b) Loud or Unruly Gatherings Prohibited. Loud or unruly gatherings are unlawful and prohibited at any residential unit within the city and shall constitute a public nuisance subjecting the owner and/or responsible person to fines and/or penalties under this section. The city may abate a loud or unruly gathering by all available means, including, without limitation: (1) an order from a peace officer to the responsible person(s) to immediately terminate the loud or unruly gathering; and/or (2) an order of a peace officer to all non-resident persons at a gathering to immediately leave the premises. It shall be unlawful and a violation of this section for any person to fail to comply with an order of a peace officer that is issued in connection with a loud or unruly gathering. The abatement of a loud or unruly gathering by peace officers shall not preclude the city from exercising other remedies against persons who violate this section, including without limitation, the issuance of administrative or criminal citations.

(c) Liability and Notice Regarding a Loud or Unruly Gathering.

(1) When a peace officer responds to a complaint involving a loud or unruly gathering, or otherwise intervenes, by issuing one or more of the orders stated in subsection (b) of this section at a loud or unruly gathering, the responding officer(s) shall issue a written notice to the responsible person and/or owner if such person is available on the premises of the residential unit, warning and stating that such responsible person and/or owner will be held liable for the costs of providing police personnel over and above the normal services provided by the police department to those premises (i.e. special police services). This first warning shall be deemed to be the normal services provided. Further, the notice provided shall also state that if a subsequent police response(s) is necessary to address the same or another violation of this section at the same residential unit within one year after issuance of said notice, the responsible person(s) and/or owner shall be jointly and severally liable for the costs of each subsequent police response, including the costs of any law enforcement personnel from other jurisdictions, necessary to abate the condition, as set forth for in subsection (h) of this section.

(2) The notice shall be signed by the responsible person and/or owner, acknowledging receipt of the warning, and a signed copy of the notice shall be left with the responsible person and/or owner. If a second or any subsequent response is required, police department personnel shall have the available responsible person and/or owner sign a "Second Response" notice, acknowledging the occurrence of the second response, and any subsequent additional notice for each response thereafter.

(d) Notice of Unlawful Loud or Unruly Gathering. When police department personnel become aware of any scheduled gathering which would be unlawful under this section, peace officers may issue a written notice to a responsible person describing the unlawful nature of the party. The notice provided shall state that if police department personnel are required to thereafter respond to the scheduled gathering, such response shall constitute special police services. The notice shall state the responsible person and/or owner will be assessed for the costs of each subsequent police response, including the costs of any law enforcement personnel from other jurisdictions, necessary to abate the condition, as set forth for in subsection (h) of this section.

(e) Notice - Signature Unavailable. If no responsible person and/or owner is available at the residential unit to sign receipt of the notice described in subsection (c) and/or (d) (collectively “notice”) when the police are present, or the responsible person and/or owner refuses to sign receipt of the notice, a copy of the notice shall be posted in a conspicuous place at the residential unit on each occasion the police provides notice. A refusal by a responsible person and/or owner at the residential unit to sign a receipt of the warning or any subsequent notice after being requested to do so by a peace officer is a misdemeanor.

(f) Removal of Posted Notice Prohibited. It shall be unlawful for any person to alter, tamper with or deface a posted notice described in subsection (e), or remove it prior to one year from the date of the posting. If a posted notice is altered, tampered with, defaced, or removed prior to one year from the date of posting, the notice shall be replaced and a new one year posting period shall commence on the date of replacement.

(g) Notice to owner. A copy of the notice provided and/or posted under this section shall be served on the owner by personal service or by depositing in the mail for delivery by the United States Postal Service, in a sealed envelope, postage prepaid, addressed to the owner show on the county’s last equalized property tax assessment roll.

(h) Cost Reimbursement.

(1) The responsible person(s) or if such person is a minor, then the parents or legal guardians of the minor, and/or the owner, shall be jointly and severally liable for all of the following costs attributable to the loud or unruly gathering:

(A) The actual cost incurred by the city beyond the initial response by the city necessary to abate the loud or unruly gathering, including, without limitation, police and fire response;

(B) Damage to public property;

(C) Injuries to City personnel; and

(D) Administrative costs incurred by the city in connection with the billing and collection of such costs.

(2) The police department shall accurately compute the cost to the city of providing such services pursuant to subsection (i)(1) of this section. The responsible person(s) and/or owner shall be billed for these costs by the city and payment shall be due and payable within fifteen days of the billing date. Should the amount of the bill not be paid when due, the city may collect the debt, as well as any costs incurred in collecting the debt due to nonpayment, pursuant to any available provision of the law.

(i) Fines and Penalties for Violations. A responsible person(s) and/or owner violating this section shall be issued a citation utilizing the administrative citation procedures set forth in Chapter 1A. For any violation of this section, the fine shall be one thousand dollars ($1,000.00) for each violation. The issuance of an administrative fine does not preclude other potential civil actions or criminal prosecutions under any other provision of law, including the prosecution for maintaining a public nuisance against the responsible person and/or the owner.

(j) Appeal. Any responsible person and/or owner receiving an administrative fine or a bill for police department services provided pursuant to this section, may file a written request for an appeal hearing pursuant to the provisions of Chapter 1A.

(k) Absentee Owner - Liability Exceptions. Any owner who does not reside within the residential unit at the time a loud or unruly gathering occurs shall not be liable under this section if such owner has: (1) included covenants within the written lease or rental agreement for the premises on which a loud or unruly gathering occurs that contain specific language prohibiting the activities described in this section; and (2) demonstrated due diligence in abating an unmanageable tenant(s) or responsible person(s) for a loud or unruly gathering. An owner who does not reside within the residential unit and has a written lease or rental agreement dated on or before the effective date of this section for the residential unit on which a loud or unruly gathering has occurred shall only need to demonstrate due diligence in abating an unmanageable tenant(s) or responsible person(s) for a loud or unruly gathering to not be liable under subsection (h) of this section.

(l) Administrative Rules and Regulations. The chief of police may adopt administrative rules and regulations for the purpose of implementing the provisions of this section.

(m) The provisions of this section shall not apply to activities protected under the United States Constitution."

SECTION 3. Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, or contravened by reason of any preemptive legislation, the remaining sections and/or provisions of this Ordinance shall remain valid. The City Council hereby declares that it would have adopted this Ordinance,

and each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, regardless of the fact that any one or more section(s) or provision(s) may be declared invalid or unconstitutional or contravened via legislation.

SECTION 4. Effective Date. The City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published in the manner prescribed by law, and this Ordinance shall become effective 30 days following its adoption.

PASSED, APPROVED AND ADOPTED on this 3rd day of September 2025.

Janet Braun, Mayor

ATTEST:

Mark Perez, Acting Chief City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

CITY OF SOUTH PASADENA

CITY CLERK'S DIVISION

CERTIFICATION OF ORDINANCE

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF SOUTH PASADENA)

I, Mark Perez, Acting Chief City Clerk of the City of South Pasadena, do hereby certify that Ordinance No. was duly and regularly approved and adopted at a Regular meeting of the City Council on this 3rd day of September 2025, by the following votes as the same appears on file and of record in the Office of the City Clerk.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mark Perez, Acting Chief City Clerk

City Council Agenda Report

ITEM NO. 9

DATE: August 20, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Alma Medina, Assistant to the City Manager

SUBJECT: **CONSIDERATION OF APPROVAL OF THE THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WBCP INC., FOR RECRUITMENT SEARCH SERVICES, IN THE AMOUNT NOT TO EXCEED OF $20,800, FOR A NEW TOTAL CONTRACT AMOUNT OF $76,800**

Recommendation

It is recommended that the City Council consider approval of the proposed third amendment to the professional services agreement with WBCP Inc., to amend the compensation for recruitment search services and add the recruitment services for an Information Technology and Systems Manager, in an amount not to exceed of $20,800, for a new total contract amount of $76,800.

Executive Summary

Staff is recommending approval of the third amendment to the professional services agreement with WBCP, Inc., for recruitment search services, in the amount not to exceed of $20,800 for a new total contract amount of $76,800. The City is currently working with the firm for the recruitment of an Information Technology and Systems Manager position and there is the possibility that the firm will also work on another upcoming recruitment. On July 16, 2025, the City Council approved the Information Technology and Systems Manager position to address a critical need in the City's overall technology plan and future direction. Staff requests approval to this amendment to be able to recruit for the vacant position as soon as possible and make payment to the firm.

Background

The City has several important vacancies and has been proactive in retaining recruitment firms to pursue qualified candidates for these positions. On April 2025, the City entered into a professional services agreement with WBCP, Inc., to conduct the recruitment search for the Public Affairs Manager position, in the amount not to exceed of $15,400. On June 18, 2025, the City Council approved the first amendment to include the Accounting Manager- Controller and two engineer positions to the scope of work. On July 16, 2025, the City Council approved the second amendment to include the Chief City Clerk position to the scope of work. After the recent approval of an Information Technology and Systems Manager position, there is a need to engage WBCP, Inc., for the recruitment. There is an urgent need to begin recruitment efforts immediately to avoid any prolonged vacancy that could disrupt critical city operations. The firm has demonstrated an understanding of our needs and is well-positioned to identify and attract high-caliber candidates. Staff is recommending approval of the proposed

amendment to add to the scope of work to add the Information Technology and Systems Manager recruitment, in the amount not to exceed of $20,800, for a new total contract amount of $76,800.

Analysis

Information Technology and Systems Manager Recruitment

With ever growing and changing demands in technology, the City required a new classification to perform complex, high-level technology oversight and strategic planning functions. The addition of the Information Technology and Systems Manager was approved by the City Council on July 16, 2025, and will support the City's ongoing efforts to maintain consistent and up to date technology infrastructure, improve citywide system integration, ensure alignment with city goals and operate efficiently and securely.

Under the direction of the Assistant City Manager/Chief Financial Officer, the Information Technology and Systems Manager position addresses a critical need in the City's overall technology plan and future direction. In order to stay abreast of current technological trends and best practices, the City needs to have a subject matter expert to oversee and guide technological changes. This will allow the City to ensure consistent performance and integration of departmental systems at a city-wide level.

Given the scope and significance of these position, it is imperative to initiate a professional and comprehensive recruitment process as soon as possible. The City does not have internal resources available to manage a recruitment of this scale within the necessary timeframe. Partnering with WBCP, Inc. for this recruitment will enable the City to access a broader and more qualified pool of candidates through targeted outreach and specialized vetting.

WBCP, Inc., has already been engaged with the City and is familiar with our organizational culture and leadership needs. Amending the existing contract to include the additional recruitment will allow us to streamline efforts, reduce onboarding time for the firm, and ensure an efficient and coordinated approach to filling the critical vacancy.

Alternatives

The City Council does have the option to not approve the proposed amendment. If not approved, the recruitment effort would have to be undertaken by City Staff, which will take longer than if done with a firm, as we do not have such expertise within the agency at the moment.

Fiscal Impact

If approved, the proposed amendment will be funded in the proposed Fiscal Year 2025-2026 budget, in Account No. 101-2030-2034-8020-000 (Human Resources- Special Department Expense), which has sufficient funding to cover the cost of the proposed amendment.

Attachment:

Attachment No. 1 - Proposed Amendment
Attachment No. 2 - Second Amendment
Attachment No. 3 - First Amendment
Attachment No. 4 - Professional Services Agreement

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR RECRUITMENT SEARCH SERVICES

THIS AMENDMENT ("Amendment") is made on this 20TH day of August 2025, by and between the CITY OF SOUTH PASADENA ("CITY") and WBCP, INC. ("CONSULTANT').

RECITALS

WHEREAS, on April 21, 2025, the CITY and CONSULTANT entered into an Agreement for PROFESSIONAL SERVICES ("Agreement") for CONSULTANT to perform Recruitment Services for a Public Affairs Manager for the City; and

WHEREAS, the original Agreement was in the amount of $15,400, for Recruitment Services for a Public Affairs Manager; and

WHEREAS, on June 18, 2025 the City and Consultant entered into an amendment to increase the total contract in an amount not to exceed $30,200, for a new aggregate total of Agreement and Amendments sum total of $45,600, and amend the scope of work to include Recruitment Services for a Accounting Manager- Controller and two engineering positions; and

WHEREAS, on July 16, 2025 the City and Consultant entered into a second amendment to increase the total contract in an amount not to exceed $10,400, for a new aggregate total of Agreement and Amendments sum total of $56,000, and amend the scope of work to include Recruitment Services for a Chief City Clerk position; and

WHEREAS, the City and Consultant desires to execute a third Amendment to increase the total contract in an amount not to exceed $20,800, for a new aggregate total of Agreement and Amendments sum total of $76,800, and amend the scope of work to include Recruitment Services for an Information Technology and Systems Manager; and

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

1. That Section 1 "Services " is amended to include the Information Technology and Systems Manager Position, and include the attached Proposal, Exhibit A.

2. That Section 2 “Payment” of the Agreement is hereby amended to read as follows:
   “The amount of the contract shall not exceed $76,800.”

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

“City” City of South Pasadena	“Consultant” WBCP, Inc.
By:_____ *Signature*	By:_____ *Signature*
Printed: Todd Hileman	Printed: Wendi Brown
Title: City Manager	Title: President
Date:_____	Date:_____

Attest:

By:_____
Mark Perez, Acting Chief City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne M. Diaz, City Attorney

Date:_____



RECRUITMENT SERVICES

City of SOUTH PASADENA

INFORMATION TECHNOLOGY & SYSTEMS MANAGER
OPTION 1: ADVERTISING & HEADHUNTING

JULY 21, 2025

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I. COVER LETTER

JULY 21, 2025

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

RE: City of South Pasadena - Engineering Series Recruiting Services

It is our pleasure to submit this proposal for recruitment services to secure your ideal candidate to serve as the Information Technology & Systems Manager of the City of South Pasadena. **WBCP has worked on many similar recruitments, and after working with your organization previously we look forward to the opportunity to partner with your organization on this critical position!**

We trust our proposal will showcase our client-focused recruitment process and will act as a testament that we are passionate about what we do to make our clients happy.

WBCP, Inc. was selected, through a national request for proposal process, as the sole-source vendor for executive recruitment services through a national competitive process conducted by the National Association of Counties (NACo) under the Public Promise Procurement (PPP) program. This cooperative purchasing agreement, with San Diego County serving as the Lead Public Agency (LPA), allows public sector organizations across the U.S. to satisfy competitive procurement requirements and contract directly with WBCP—without the delays or added costs of a traditional RFP process. The PPP/LPA partnership ensures that organizations can engage WBCP quickly, compliantly, and with confidence in the value and quality of service delivered. **Learn more here: https://wbcpinc.com/naco.**

It has been proven that great employees are looking for great employers, not just a paycheck. WBCP provides a broader perspective to recruitment services – going beyond securing the ideal candidate – we brand your organization as an employer of choice. We use eye-catching marketing materials, innovative search practices, and responsive and respectful communications with your applicants and stakeholders.

WBCP is talented at working with you to identify the strengths, challenges, and opportunities of this job, the ideal candidate, and your community and organizational culture. WBCP will work with your stakeholders to design a recruitment strategy that will include a customized engagement process. We will have a series of meetings, discussions, stakeholder interviews, and survey(s) to get to know you, the organization, the community, the culture, and the applicable staff.

My team and I know the California candidate marketplace, have worked with your organization previously, and have many clients in your region, such as the **County of Los Angeles, County of Orange, County of San Bernardino, City of Pasadena, City of Riverside, City of Long Beach, and City of Culver City (just to name a few).** We have exceptional experience successfully recruiting for similar positions, with several recent notable recruitments including, but not limited to:

- **Information Technology Specialist I/II (12 positions), Los Angeles County Employees Retirement Association (LACERA), CA**
- **Information Technology Manager, Sacramento Suburban Water District, CA**
- **Director of Information Systems/Chief Technology Officer, Monterey One Water, CA**
- **General Manager - Information Technology Service, County of Los Angeles, CA**
- **Chief Information Officer, City of Sacramento, CA**
- **Chief Innovation Security Officer, City of Riverside, CA**

To see a full list of our clients and successful recruitments, visit: https://tinyurl.com/3j9bdd79

We have over two decades of experience in public sector executive search services and have provided direct search services through WBCP since 2004. WBCP's executive recruiters are all highly personable and have unique backgrounds that make them well-equipped to take on your recruitments, as you will read their biographies in this proposal. WBCP now has offices in California, Oregon, Washington, Texas, Colorado, and North Carolina.

I. COVER LETTER

Recruiting top talent has become the number-one topic among administrators. New and innovative recruitment strategies are critical to identifying and securing candidates with a deep understanding of how to assess and meet community needs and address future challenges. WBCP understands the complexity of community leadership, and we are prepared to provide a thorough, complete, and fair recruitment process to provide a diverse applicant pool. **Upon our 2024 year-end review, we found that over the last three years 63% of our placed candidates came from diverse backgrounds.** In fact, we are often selected and told that we bring a larger, more qualified and diverse groups of candidates than they have ever received from past professional recruiters.

Clients also choose our firm over others because of our ability to work with your support staff and stakeholder group (including boards, appointed/elected officials, and engaged constituents), manage all details of a recruitment process, and secure great candidates. Our dedication and commitment to the client are complemented by our deep understanding and ability to effectively navigate challenging political climates.

Our clients have great things to say about the quality of the service we provide and the amazing candidates we find them, In fact, many of our clients are return customers. Please feel comfortable reaching out to these organizations to get their feedback directly.

DIVERSITY

63%

of WBCP candidates placed in positions come from a diverse background

Lastly, we love what we do, and we are passionate about finding exceptional candidates who are also passionate about serving others. WBCP's staff are driven and desire to exceed client expectations. I appreciate your consideration in retaining our services and hope to have an opportunity to work with you in the future.

Best Regards,



Wendi Brown | Founder/President, WBCP, INC.
wendi@wbcpinc.com | 541-664-0376
www.wbcpinc.com

II. BACKGROUND & QUALIFICATIONS.....

Principal: Wendi Brown, President

Company Legal Name: WBCP, Inc. (W. Brown Creative Partners)

Tax ID: 81-5454037

Website: www.wbcpinc.com

Phone: 866-929-WBCP (9227) / 541-664-0376

Address:

- **Oregon (3 offices including WBCP, Inc. Headquarters):** 213 E Main St., Rogue River, OR, 97537; City of Grants Pass and City of Tigard
- **California (5 offices):** San Jose, Gilroy, Roseville, Los Angeles and Santa Barbara
- **Washington:** City of Seattle
- **Texas:** City of Dallas
- **North Carolina:** City of Jacksonville



WOMEN OWNED

WBCP is a 100% women-owned business, an S Corporation, not part of a parent company, and is a registered small business through the US Small Business Administration (SBA). WBCP is registered to do business in all states we serve, and files and pays California S Corporation and personal income tax to the State of California.

BUSINESS HISTORY

WBCP, Inc. has been in business since 2004, and serves nonprofit and public sector organizations. WBCP offers a variety of services, including: partial and full service search services for individual contributor, supervisor, management and executive management positions; human resources consulting: organizational development, training, classification and compensation studies, analysis and assessments, etc.

II. BACKGROUND QUALIFICATIONS.....

WBCP has over 20 years of experience providing search services for public sector and non-profit organizations. We have successfully secured professionals and provided other consulting services in **California, Arizona, Colorado, Idaho, Nevada, New York, Oregon, Texas, Utah, and Washington.**

Cities of: Anaheim (CA), Arcata (CA), Ashland (OR), Astoria (CA), Atwater (CA), Berkeley (CA), Boulder City (NV), Calistoga (CA), Central Point (OR), Ceres (CA), Chandler (AZ), Colfax (CA), Corte Madera (CA), Culver City (CA), Davis (CA), Dunsmuir (CA), Duvall (WA), Fort Worth (TX), Fremont (CA), Fresno (CA), Garibaldi (OR), Gold Hill (OR), Grants Pass (OR), Hemet (CA), Hubbard (OR), Independence (OR), Irvine (CA), Laguna Beach (CA), Larkspur (CA), Lincoln (CA), Livermore (CA), Livingston (CA), Long Beach (CA), Medford (OR), Milpitas (CA), Napa (CA), Novato (CA), Oakland (CA), Orinda (CA), Oxnard (CA), Palo Alto (CA), Park City (UT), Pasadena (CA), Petaluma (CA), Phoenix (AZ), Phoenix (OR), Pismo Beach (CA), Port Hueneme (CA), Portola Valley (CA), Redding (CA), Riverside (CA), Rochester (NY), Rocklin (CA), Rogue River (OR), Roseville (CA), Sacramento (CA), San Francisco (CA), San Rafael (CA), Santa Maria (CA), Santa Monica (CA), Santa Paula (CA), Santa Rosa (CA), Solvang (CA), Sonoma (CA), South Pasadena (CA), Sutter Creek (CA), Talent (OR), Truckee (CA), Ventura (CA), Vernon (CA), Victorville (CA), West Hollywood (CA), Windsor (CA).

Counties of: Alameda (CA), Colusa (CA), Contra Costa (CA), Del Norte (CA), El Paso (CO), Fresno (CA), Humboldt (CA), Jackson (OR), King (WA), Lake (CA), Lane (OR), Los Angeles (CA), Marin (CA), Mariposa (CA), Mendocino (CA), Merced (CA), Mono (CA), Napa (CA), Nevada (CA), Orange (CA), Placer (CA), Riverside (CA), Sacramento (CA), San Benito (CA), San Bernardino (CA), San Diego (CA), San Francisco (CA), San Joaquin (CA), San Luis Obispo (CA), San Mateo (CA), Santa Barbara (CA), Santa Clara (CA), Santa Cruz (CA), Shasta (CA), Solano (CA), Sonoma (CA), Stanislaus (CA), Tehama (CA), Tuolumne (CA), Yolo (CA), Yuba (CA).

Local and National Councils, Boards, and Districts: Bear Valley Community Services District, Boulder Creek Fire Protection District, California Prison Industry Authority (CALPIA), Cosumnes Community Services District, Hass Avocado Board (HAB), Jackson County Fire District 5, Los Angeles County Employees Retirement Association (LACERA), Mendocino County Air Quality Management District, Metropolitan Transportation Commission (MTC), Modesto Irrigation District, Monterey One Water, Nevada Irrigation District, Newark Chamber of Commerce, North American Blueberry Council/U.S. Highbush Blueberry Council (NABC/USHBC), Oakland Housing Authority, Olivehurst Public Utility District, Orange County Employees Retirement System (OCERS), Placer County Transportation Planning Agency (PCTPA), Port of Long Beach (CA), Rogue Valley Sewer Services, Sacramento Area Flood Control Agency (SAFCA), Sacramento Area Sewer District, Sacramento Employment & Training Agency (SETA), Sacramento Public Library Authority, Sacramento Suburban Water District, San Benito Council of Governments, San Benito County Water District, San Joaquin County Employees' Retirement Association (SJCERA), San Joaquin Tributaries Authority, San Rafael Sanitation District (SRSD), San Ramon Valley Fire Protection District, Sonoma County Library, South Coast Air Quality Management District, Tri-City Mental Health Authority (TCMHA), Truckee-Donner Public Utility District (TDPUD), Tuolumne Utilities District, Valley Water, West Basin Municipal Water District.

Nonprofit and Joint Powers Authorities (JPAs): California Corrections, California Municipal Utilities Association (CMUA), Center Point, Central California Legal Services (CCLS), Community Food Bank, Community Works, Dogs for Better Lives/Dogs for the Deaf, Downtown Streets Team, East Bay Regional Communications Systems Authority, First 5 (Alameda County, California Association, Fresno, Santa Barbara County, San Mateo), Futures Without Violence (Family Violence Protect Fund), Gold Coast Health, Greater Richmond Interfaith Program (GRIP), LA Public Media, Latino Public Broadcasting, Los Angeles Unified School District (LAUSD), Northern Valley Catholic Social Service (NVCSS), Options Recovery, Radio Bilingüe, Sacramento County Superior Court, Sacramento Public Library Authority (SPLA), Santa Barbara Superior Court, Santa Cruz County Animal Services Authority, Teton County Joint Housing Authority (TCJHA), Transitions-Mental Health Association, Valley Consortium for Medical Education (VCME), Water Forum, West Angeles Church of God in Christ.

Private Organizations: CDS Publications, Central California Truck and Trailer, Morton & Pitalo, NAVA, SWEED, Tekmanagement, Touchstone Accounting.

Consulting services (classification and compensation services, competency modeling, job description development, job family development, job analysis): City of Fremont (CA), City of Medford (OR), City of Santa Maria (CA), City of Santa Paula (CA), County of Humboldt (CA), County of Mariposa (CA), County of Santa Barbara (CA), and County of San Luis Obispo (CA).

II. BACKGROUND & QUALIFICATIONS.....

INDUSTRIES

- Organizational Leadership
- Economic Development
- Facilities & Operations
- Financial, Administrative Services, Accounting, Auditing
- Health & Human Services, Housing, Unhoused
- HR, Risk, Labor/Employee Relations
- Information Technology
- Legal, Counsel, Clerk
- Library
- Marketing, Communications, PR
- Parks & Rec, Community Services, Arts
- Planning, Environmental, Community Development, Building, Transit
- Public Safety
- Public Works, Transportation, Engineering

BELOW IS A LIST OF SIMILAR RECRUITMENTS WBCP HAS MANAGED:

INFORMATION TECHNOLOGY

- Chief Information Officer, City of Chandler, AZ
- Chief Information Officer, City of Sacramento, CA
- Chief Information Officer, City of Santa Maria, CA
- Chief Information Officer, County of San Joaquin, CA
- Chief Information Officer, County of Solano, CA
- Chief Information Officer, General Hospital, County of San Joaquin, CA
- Chief Information Officer, King County, WA
- Chief Information Security Officer (CISO), County of Santa Barbara, CA
- Chief Innovation Security Officer (CISO), City of Riverside, CA
- Chief Operating Officer, First 5 Alameda, CA
- Chief Operating Officer - IT and Administrative Services, Valley Water, CA
- Vice President of Engineering, NAVA, (National)
- Director of Digital Equity, County of Los Angeles, CA
- Director of Digital Services, City of San Rafael, CA
- Director of Information Systems/Chief Technology Officer, Monterey One Water, CA
- Director of IT, City of Sacramento, CA
- Director of IT, Oakland Housing Authority, CA
- Director of IT/Deputy Administrative Officer, Valley Water, CA
- Director of Information Services, Long Beach Utilities, CA
- Assistant Director of IT, City of Roseville, CA
- Assistant Director of IT, County of Solano, CA
- Assistant IT Manager, County of Marin, CA
- IT Program Director, NAVA Public Benefit Company, CA
- Deputy Airport Director – Information Technology & Innovation, John Wayne Airport, CA
- Deputy Director of Information Technology, City of Milpitas, CA
- General Manager - Information Technology Service, County of Los Angeles, CA
- Infrastructure & Operations Manager, County of El Paso, CO
- IT Manager – Health and Social Services/County Data Services, County of Solano, CA
- IT Manager II – Business Solutions, Los Angeles County Employees Retirement Association (LACERA), CA
- IT Manager II – Infrastructure, Los Angeles County Employees Retirement Association (LACERA), CA
- IT Manager II – Project Management Office (PMO), Los Angeles County Employees Retirement Association (LACERA), CA
- IT Manager, County of Santa Barbara, CA
- IT Manager, Sacramento Suburban Water District, CA
- IT Project Managers (2 positions), County of Solano, CA
- Software Services Manager, Valley Water, CA
- Strategy Program Manager, County of El Paso, CO
- IT Programming Analyst, Reporting, County of Santa Barbara, CA
- IT Security Specialist, County of Santa Barbara, CA
- IT Security Specialist/Engineer, County of Santa Barbara, CA

II. BACKGROUND & QUALIFICATIONS.....

INFORMATION TECHNOLOGY (CON'T)

- IT Specialist I – Database Administrator DB2, Los Angeles County Employees Retirement Association (LACERA), CA
- IT Specialist I – SharePoint Administrator, Los Angeles County Employees Retirement Association (LACERA), CA
- IT Specialist I – Information Security (Hiring 2), Los Angeles County Employees Retirement Association (LACERA), CA
- IT Specialist I – Project Manager Office (Hiring 2), Los Angeles County Employees Retirement Association (LACERA), CA
- IT Specialist I – Pension Administration Architect, Los Angeles County Employees Retirement Association (LACERA), CA
- IT Specialist I – Windows Engineer, Los Angeles County Employees Retirement Association (LACERA), CA
- IT Specialist II – Information Security Engineer, Los Angeles County Employees Retirement Association (LACERA), CA
- IT Specialist II – Java Architect, Los Angeles County Employees Retirement Association (LACERA), CA
- IT Specialist II – Lead Engineer/Network Architect, Los Angeles County Employees Retirement Association (LACERA), CA
- IT Specialist II – Mainframe Architect and Administrator, Los Angeles County Employees Retirement Association (LACERA), CA
- IT Specialist II – Network Architect, Los Angeles County Employees Retirement Association (LACERA), CA
- IT Specialist II – P8 System Administration, Los Angeles County Employees Retirement Association (LACERA), CA
- IT Specialist II – Telecommunications/AV Architect, Los Angeles County Employees Retirement Association (LACERA), CA
- Network Administrators, Superior Court CA, County of Santa Barbara, CA
- Network Architect, County of Santa Barbara, CA
- Network Engineer, City of Santa Maria, CA
- Open Text Business Analyst, County of San Luis Obispo, CA
- Operations Technical Support Supervisor, County of Santa Barbara, CA
- Project Manager, County of San Luis Obispo, CA
- Radio Systems Analyst, City of Santa Maria, CA
- Regional Senior GIS Manager, County of Solano, CA
- SAP Software Engineer, County of San Luis Obispo, CA
- Senior Database Administrator, County of Napa, CA
- Senior Programmer, County of Santa Barbara, CA
- Software Engineer (7 positions), County of San Luis Obispo, CA
- Software Engineer, Valley Water, CA
- Information Technology (IT) Field Technician, Tekmanagement, OR
- Infrastructure Architect, County of Solano, CA
- IT Analyst (4 positions), City of Milpitas, CA
- Cloud Migration Architect, County of Santa Barbara, CA
- Data Engineer, County of Solano, CA
- Applications Team Supervisor, County of San Luis Obispo, CA

Check out our full list of recruitments here: https://tinyurl.com/3j9bdd79

II. BACKGROUND & QUALIFICATIONS.....

RECRUITING WITH DIVERSITY IN MIND

Since partnering with the country's largest network of diversity job boards, ***we have seen a 21% increase in diverse applicants and a 13% increase*** *in diverse candidates placed in positions with our clients. This demonstrates WBCP's dedication to expanding outreach and removing barriers to apply, ensuring access to a highly qualified and diverse applicant pool.*

600 Diversity Job Boards:

When you post a job with WBCP, it is automatically shared across 600 diversity job boards, maximizing reach and ensuring access to a wide and inclusive pool of talent. We also utilize the largest diversity database with over 160 million resumes and 15,000 community based organization contacts to expand our search.

LinkedIn:

As LinkedIn recruiters, we have access to over 1 Billion profiles, allowing us to evaluate candidates' backgrounds, education, experience, licensure, and more.

AI:

WBCP also leverages AI tools to gather additional information to effectively reach future applicants and candidates contact information for emails and phone numbers.

WBCP understands the complexities of meeting the needs of a diverse community, and we provide a thorough, complete, and fair recruitment process.

WBCP

Streamline and Satisfy the RFP Process to receive recruiting on demand. Reach out to WBCP today for more information.

PUBLIC PROMISE PROCUREMENT Powered by NACo

COUNTY OF SAN DIEGO

Scan to learn more!

II. BACKGROUND & QUALIFICATIONS.....

WHY CHOOSE WBCP

Proven Expertise:

- **Over 20 Years in Business and 100+ Years of Experience:** With over a century of combined experience, our recruitment professionals excel in public service sectors, including cities, counties, utilities, special districts, joint powers authorities, and non-profits. Our proven track record ensures expertise tailored to your needs.

- **100% Success Rate:** In 2024, we achieved a 100% success rate, successfully filling every position we managed including partial and full scope services from engineering, planning, finance, health and human services, legal, legislative, hard-to-fill civil service positions, and many more! We deliver results no matter what the challenge.

Employer Recognition: WBCP has been recognized as Oregon's TOP 100 EMPLOYERS.

HR Teams Trust Us: We simplify the recruitment process, managing every detail so HR teams can focus on other priorities. From sourcing candidates to scheduling interviews and providing updates, our seamless approach saves time, reduces stress, and ensures results.

Strategic Marketing and Advertising: Our marketing team designs targeted campaigns using diverse, cost-effective channels powered by AI. These campaigns maximize reach while staying within budget and include:

- Diverse Applicant Pools: Access to over 600 diversity-focused job boards, 15,000 diversity affiliations, and 120 million resumes ensures diversity is integral to our process.
- LinkedIn Recruiter Expertise: With access to 230 million U.S. profiles, we connect you with top-tier talent.
- AI-Driven Talent Acquisition: Advanced AI strategies enhance efficiency and uncover new candidate engagement opportunities.

Trusted Partners and Culture Cultivators: We go beyond finding candidates by building trust with your team and stakeholders. Our tailored strategies align top talent with your organizational culture, ensuring a collaborative and thoughtful recruitment process.

Recruiting with Competencies: Ensures a fair, measurable, and effective hiring process. This strategic approach helps identify the client's needs and then assesses candidates on the critical skills and behaviors for success.

Benefits:

- Fairness: Focuses on role-specific competencies.
- Measurability: Provides objective evaluation criteria.
- Better Matches: Aligns talent with organizational and cultural needs.
- Equitable: Reduces bias with standardized assessments.

Recruiting with competencies delivers high-quality, measurable solutions that ensure the best candidates for your team's success and cultural alignment.

Timely and effective background and Reference Checks: WBCP partners with a trusted third party for thorough background checks and relies on a 30-year public safety veteran, retired as a police chief, and an expert in employee investigations, to conduct expert reference verifications. This ensures accuracy, professionalism, and confidence in every hiring decision.

III. BACKGROUND & QUALIFICATIONS

EXECUTIVE LEADERSHIP

WENDI BROWN
President/Sr. Recruiter

RICHARD KUHNS, Psy.D
Vice President of Recruitment & Culture

HEATHER JACK
Director of Finance & Operations

MANAGEMENT/RECRUITERS

JOSETTE REINA-LUKEN
Executive Recruiter

TERI MAUS-NISICH
Sr. Executive Recruiter

LEVI KUHLMAN
Executive Recruiter

LAUREN GERSON
Executive Recruiter

DD GRISSOM
Talent Acquisition Manager

MAGGIE ALEXANDRE
Executive Search Associate

STEPHANIE LAWSON
Recruitment Manager

KARLEE BECKSTEAD
Marketing & Communications Manager

ADMINISTRATIVE PROFESSIONALS

LEAH MURPHY
Project Manager

SHANI PEARCE
Project Manager

LANE NOLAN
Project Manager

ANNA BROWN
Talent Acquisition Specialist

ANGELA EDWARDS
Talent Acquisition Specialist

SOFIA QURAISHI
Talent Acquisition Specialist

ALEX LE
Copywriter

RYAN BROWN
IT Technician II

MADDY SCHWARZ
Marketing & Events Coordinator

JAMI GILMAN
Marketing Assistant

AIMEE KUHLMAN
Operations Assistant

KATIE GARROTTO
Recruitment Assistant

JAYCE HERBOLD
Recruitment Assistant

KELLY ALLEN
Recruitment Assistant

EMILY THOMASON
Marketing Assistant

CREATIVE PARTNERS / SENIOR ADVISORS

BRUCE GRIFFITHS
Organizational Development/ IO Psychologist

STEVE BROWN
National Account Manager

BILL LANDIS
Public Safety Investigator

ALAN ROSEN
Executive Recruiter/ Sr. Facilitator

BERNIE LICATA
Organizational Development Consultant

SCOTT BECKSTEAD, JD
Sr. Advisor

MIKE LUKEN
Sr. Facilitator

WILLIAM RACOWSCHI
Fire/Public Safety

CHRISTY WURSTER
Sr. Facilitator

RIVKAH SASS
Retired Library Director/Sr. Facilitator

WBCP STATISTICS

WBCP is a 100% woman-owned business. Staff and consultants are a diverse mix of gender/ethnicity
Age ranges from 24 - 70+



IV. WBCP KEY STAFF.....

WENDI BROWN
Lead Consultant/ Sr. Executive Recruiter



I am the President of WBCP, with over 20 years of experience in marketing and advertising and combine this with my background in recruiting to successfully place hard-to-fill, management, and executive positions. My team and I are passionate about helping organizations improve their recruitment services, place great talent, conduct department assessments, redesign antiquated processes, revise job descriptions, conduct salary and benchmark studies, and more. I have worked in various industries – advertising and public relations, national real estate franchisor, global manufacturing – and I have worked with nonprofit and public sector organizations since 1999. Formerly, I was an internal Human Resources Consultant for the County of Orange, California, providing countywide communications, human resources, executive search, and recruiter training services to the Assistant Chief Executive Office/Human Resources Director and, at that time, 25 decentralized departments, with 17,000 employees, serving a community of 300,000. I have a Bachelor's of Science in Business Administration with an emphasis in Marketing from Colorado Technical University; have earned several certificates in Project Management, Global Business, Marketing, and Human Resources; and working toward a Master's in Management at Southern Oregon University

TERRI MAUS-NISICH
Sr. Executive Recruiter



Terri Maus-Nisich holds a pivotal role as one of our Senior Executive Recruiters, leveraging her extensive background as a distinguished leader in local government. With a local government career spanning over 40 years, Terri's journey includes transformative roles within the County of Santa Barbara, where she ascended from Parks Director to Assistant County Executive Officer, overseeing vital municipal and health/human service departments. Her remarkable impact encompasses leadership in Homeless Services, Communications, and Emergency Management, driving community engagement, disaster recovery, and support for vulnerable populations. Before her tenure in Santa Barbara, Terri spent 15 years with the City of Santa Clarita in roles ranging from analyst to Deputy City Manager. Throughout her remarkable career, Terri prioritized strategic planning, organizational development, and innovative problem-solving, garnering numerous awards. She holds a Bachelor's Degree from UC Santa Barbara, a Masters of Public Administration from Cal State Northridge, and a graduate certificate from Harvard University's JFK School of Government.

IV. WBCP KEY STAFF

LAUREN GERSON
Executive Recruiter



Lauren Gerson is a seasoned Executive Recruiter at WBCP, where she draws on over 15 years of experience in career services, customer relations, and operations. Her recruiting expertise extends across various industries, with notable success in health and human services, utilities, and finance. Lauren has helped organizations across multiple states fill hard-to-hire positions at every level, from individual contributors to executives. Lauren's diverse professional journey began in operations and events management, where she honed her expertise in human resources, business management, and regulatory compliance. She later transitioned to career services, and prior to joining WBCP, worked with a career coaching company helping job-seekers better leverage their skills and overcome barriers to employment. Lauren holds a Bachelor's degree in Philosophy from Whittier College. She brings a unique perspective to her role, and is committed to making a positive impact both professionally and personally. With her unwavering dedication and client-centric focus, Lauren continues to drive success and excellence in executive recruitment at WBCP.

LEVI KUHLMAN
Executive Recruiter



Levi Kuhlman is an Executive Recruiter at WBCP, and an experienced professional with a multifaceted career spanning across executive recruitment, real estate, and entrepreneurship. He has worked extensively with local municipalities, special districts, and not-for-profit organizations across the Western region, with a focus in California, Oregon, and Idaho. Levi has conducted many successful recruitments in various industries including planning, rent stabilization and housing, engineering, finance, city management, transportation and transit, community development, building and safety, public safety, risk management, and information technology. Levi serves as a skilled and diplomatic liaison, earning a reputation for his personalized approach to recruiting. Before joining the ranks of WBCP, he advocated on behalf of tenants, landlord, and clients. With a diverse skill set and a commitment to excellence, Levi continues to make significant contributions to WBCP, his clients, and broadening the professional community one recruitment at a time.

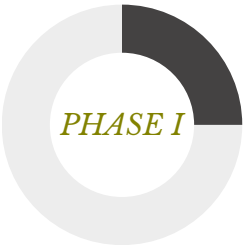
REVIEW OTHER EMPLOYEES & CONSULTANT PARTNERS ON OUR WEBSITE: WWW.WBCPINC.COM/WBCP-TEAM

V. RECRUITMENT STRATEGY / PHASES.....

WBCP knows how to customize your search strategy to meet your unique recruitment needs. We customize your recruitment based on the specific needs, target audience, and challenges for each recruitment; however, below is a baseline approach for most recruitments.

CLIENT & STAKEHOLDER MEETINGS

We require the Client and/or Search Committee, and other stakeholders identified by the Client, be involved in the initial and final phases of this recruitment. These are critical phases to ensure we obtain a clear sense of the priorities and the successful hire of the right candidate. WBCP will meet with various stakeholders as warranted by the Client and the level of the position in the organization. These meetings will allow us an opportunity to gather information and gain knowledge about the organization, community, and unique aspects of the recruitment to design the ideal candidate professional profile, advertising materials, and strategic approach



FEEDBACK OUTCOME / TIMELINE DEVELOPMENT

Following the Client/stakeholder meetings, we will develop a detailed timeline for the recruitment along with a proposed advertising plan for approval.

CREATIVE DEVELOPMENT

Immediately following the client feedback activities, we will draft the competencies for the recruitment and advertising material/recruitment brochure for the Client's review. This information will summarize what was learned from Client-related interviews and will be used to advertise the opening.

MARKETING STRATEGY & IMPLEMENTATION

WBCP will execute a customized marketing/ad plan once the job announcement is created. An ad plan could include the following (based on assumptions), and will be customized based on information gathered in Phase I:

DIGITAL ADVERTISING WITH DIVERSITY IN MIND

WBCP utilizes digital advertising to obtain diverse applicant pools, leveraging local and national job boards, associations, and social media. In partnership with a diversity platform, our postings reach up to 600 local employment and diversity websites, connecting across 15,000+ community organizations and niche sites, tapping into a job bank of 2 million resumes. Upon our 2024 year-end review, we found that over the last three years 63% of our placed candidates came from diverse backgrounds.



EMAIL & DIRECT MAIL ADVERTISING

In addition to tapping into WBCP's existing pool of potential applicants, we have the capability to access various professional lists. We actively seek out additional lists through associations, contacts, and other strategic channels.

SOURCING/HEADHUNTING

WBCP employs a proactive approach by reaching out to targeted individuals and cultivating new connections through referrals from reputable sources. As a LinkedIn recruiter, we harness the power of over 350 million profiles to identify and engage with ideal candidates. Additionally, WBCP utilizes cutting-edge AI tools for precise Boolean searches, enabling us to uncover niche candidates effectively.

COMMUNICATION WITH CLIENT

We will provide weekly updates on the progress of this search unless the client prefers more or less frequent communications. We tailor our communications in accordance with our Client's needs.

VI. SCOPE OF WORK

- Facilitate initial kick-off meeting with Client and other meetings that may include Executive Leadership, staff, community, and other stakeholders to assist with identifying the ideal candidate profile.
- Assist Client hiring authority/stakeholders in modifying the job description (as needed), and develop a recruitment announcement, marketing materials, and advertising plan for the recruitment.
- Attend all other meetings and engagements as needed or identified by the Client.
- Implement advertising plan including: publication, sourcing/headhunting, direct mail, and other online and email marketing efforts.
- Provide timely updates and progress reports to the client regarding search services; every two weeks or as Client identifies is needed.



VII. RECRUITMENT TIMELINE.....

BELOW IS A SAMPLE OF AN EXECUTIVE SEARCH TIMELINE THAT WBCP WILL CUSTOMIZE FOR THIS RECRUITMENT

Week 1:

- Secure services with search firm, WBCP, Inc.
- WBCP: review search parameters and recruiting processes with Client
  - Interview with hiring authority and other stakeholders for competencies
  - Identification of advertising venues and ideal candidate prospects
  - Calls, meetings, or coordination with other stakeholders for information gathering

Weeks 1 + 2:

- Develop and approvals: recruitment process, deadlines, ad plan and strategy, recruitment timeline and brochure
- Print coordination (if applicable)

Weeks 2 + 3:

- **OPEN RECRUITMENT AND AD PLAN:** Implement marketing plan and direct mail (if applicable)
- Timeline may be extended if direct mail piece is included (i.e., print/postage)

Weeks 4, 5, + 6:

- Receive applications – WBCP may receive applications (if using our applicant tracking system) and/or receive updates from clients on the results of the recruitment.

Weeks 7 + 8:

- **CLOSE RECRUITMENT AND ADVERTISING**



VIII. REFERENCES

1-Los Angeles County Employees Retirement Association (LACERA), California

Positions Filled:

- Information Technology Manager II - Business Solutions
- Information Technology Manager II - Project Management Office

Contact Information:

- Connie Chan, Senior Human Resources Analyst - cchan@lacera.com | 626-831-9826

2-Monterey One Water, California

Positions Filled:

- Director of Information Systems/Chief Technology Officer

Contact Information:

- Leara Sampson, Director of Employee Services - leara@my1water.org | 831-645-4650

3-County of Los Angeles, California

Positions Filled:

- General Manager, Information Technology Service
- Director of Digital Equity

Contact Information:

- Michael Owh, Director, Internal Services - mowh@isd.lacounty.gov | 562-419-1484

IX. MARKETING MATERIAL EXAMPLES

Click below to see our marketing samples for similar positions. To see all of our brochures, visit: wbcpinc.com/closed-jobs-private/ and use the password: **wbcp202510***

- Information Technology Manager II - Business Solutions, LACERA, CA
- Information Technology Manager II - Project Management Office, LACERA, CA
- Information Technology Manager, Sacramento Suburban Water District, CA
- General Manager - Information Technology Service, County of Los Angeles, CA
- Director of Information Systems/Chief Technology Officer (CTO), Monterey One Water, CA
- Director of Digital Equity, County of Los Angeles, CA
- Director of Information Technology/Deputy Administrative Officer, Valley Water, CA
- Chief Information Officer, City of Sacramento, CA
- Director of Information Systems/Chief Technology Officer, Monterey One Water, CA
- Chief Information Officer, King County, WA

X. COST SHEET / TIMELINE POLICY.....

WBCP will not limit the number of hours we work on a recruitment, rather we charge a flat rate and will spend the time necessary to ensure we are successful. Consulting fees will be billed once the position is open for applications and the advertising campaign has been launched.

SERVICE COST PER RECRUITMENT

INFORMATION TECHNOLOGY & SYSTEMS MANAGER

Description of Services/Deliverables:	Inclusive Rate per Recruitment:
Consulting Services: Phases I-II in the proposal's recruitment strategy/phases section.	$5,900 (flat rate)
Expenses Include: Document shipping fees/delivery charges to facilitate virtual meetings; brochure/graphic design ($950); marketing and advertising which may include: print and postage (if applicable); online job boards; social media; sourcing; and may include flat fee pricing for: LinkedIn $395, InMails $300, Circa Diversity Job Boards $295, Zoom Info $299. These expenses will be billed based on what is expended and based on the needs of the client/recruitment.	Up to $4,500 (not to exceed)

Cost and Timeline Policy

To ensure the success and efficiency of our recruitment services, the following policies regarding cost and timelines are in place:

1. **Timeline Development:** Timelines provided to our clients are valid for **10 business days**. If a timeline is not secured or confirmed within this period, it may no longer be available. In such cases, the timeline may be reassigned to another client, and a revised timeline will be provided.

These policies ensure clarity, fairness, and high-quality outcomes for all parties involved.

XI. OTHER

INSURANCE

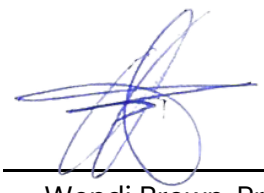
WBCP and its sub-consultants have reviewed the contractual agreement and the Insurance Requirements. If selected, WBCP will execute said agreement and will provide the required insurance documents. WBCP will submit certificates of insurance as evidence of the required coverage limits. Insurance policies include: liability, errors and omissions, workers compensation, and vehicle insurance.

CONFIDENTIALITY SAFEGUARDS

Confidentiality is paramount in the work we do. We ensure that the client and candidate information we receive, and conversations with our client (and certainly discussions in closed session) are kept confidential. There are several physical safeguards we have in place including: locked and alarmed office space, password, and encryption protected information on our computers and servers, multiple backup systems. As information is shared with our client, we discuss the importance of confidentiality and why it is important to the candidates they are considering but also brands the organization appropriately. We also ask candidates who are interviewed to keep candidate information confidential, as they may see or meet a candidate during the process. We emphasize that confidentiality is not just until the recruitment is completed, and a candidate is hired, confidentiality is in perpetuity. Leaked information is not a reputation that a client wants to receive, as this could deter future applicants from applying.

ORGANIZATIONAL DIVERSITY STATEMENT

WBCP embraces cross-cultural diversity and we are committed to equitable treatment and elimination of discrimination in all its forms at all organizational levels and throughout all consulting practices, including search services. We strive to reach diverse groups of people to inform them of leadership opportunities. **Upon our 2024 year-end review, we found that over the last three years 63% of our placed candidates came from diverse backgrounds.** We will make extensive efforts to attract a qualified applicant pool that represents a broad range of gender and ethnically diverse individuals.



Wendi Brown, President — JULY 21, 2025 — Date

Client, Title — Date

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SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR RECRUITMENT SEARCH SERVICES

THIS AMENDMENT ("Amendment") is made on this 16TH day of July 2025, by and between the CITY OF SOUTH PASADENA ("CITY") and WBCP, INC. ("CONSULTANT').

RECITALS

WHEREAS, on April 21, 2025, the CITY and CONSULTANT entered into an Agreement for PROFESSIONAL SERVICES ("Agreement") for CONSULTANT to perform Recruitment Services for a Public Affairs Manager for the City; and

WHEREAS, the original Agreement was in the amount of $15,400, for Recruitment Services for a Public Affairs Manager; and

WHEREAS, on June 18, 2025 the City and Consultant entered into an amendment to increase the total contract in an amount not to exceed $30,200, for a new aggregate total of Agreement and Amendments sum total of $45,600, and amend the scope of work to include Recruitment Services for a Accounting Manager- Controller and two engineering positions; and

WHEREAS, the City and Consultant desires to execute a second Amendment to increase the total contract in an amount not to exceed $10,400, for a new aggregate total of Agreement and Amendments sum total of $56,000, and amend the scope of work to include Recruitment Services for a Chief City Clerk position; and

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

1. That Section 1 "Services " is amended to include Chief City Clerk Position, and include the attached Proposal, Exhibit A .

2. That Section 2 "Payment" of the Agreement is hereby amended to read as follows:
   "The amount of the contract shall not exceed $56,000."

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

"City"
City of South Pasadena

By: Signed by: Todd Hileman 5CF386AC460044B... _____
Signature

Printed: Todd Hileman

Title: City Manager

Date: 7/21/2025

"Consultant"
WBCP, Inc.

By: DocuSigned by: Wendi Brown 929F774B55DB46B... _____
Signature

Printed: Wendi Brown

Title: President

Date: 7/21/2025

Attest:

By: DocuSigned by: Mark Perez 8C28A8A8EFB14A7... _____
Mark Perez, Acting Chief City Clerk

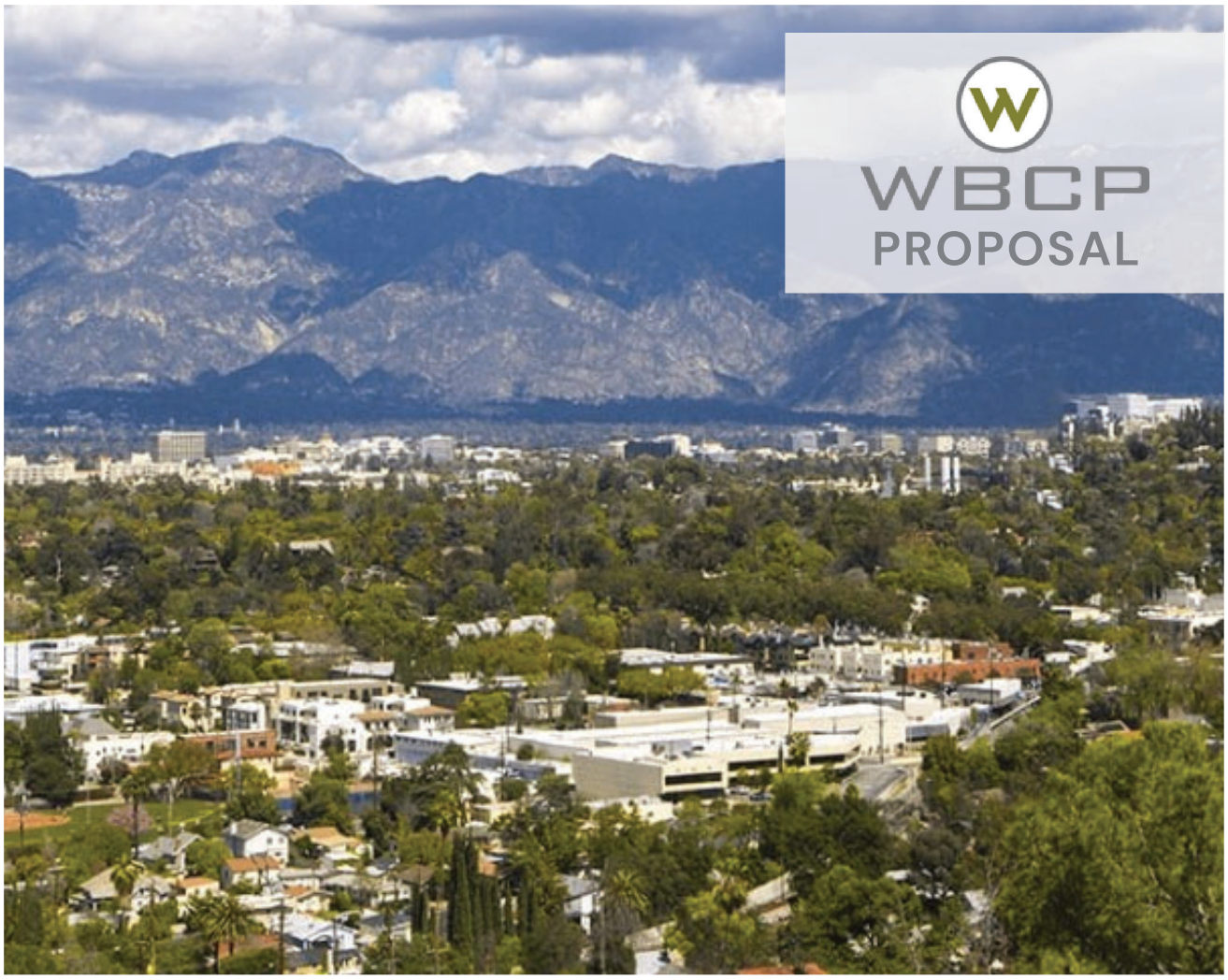
Date: 7/22/2025

Approved as to form:

By: DocuSigned by: Roxanne Diaz A7800E5CA8A241F... _____
Roxanne M. Diaz, City Attorney

Date: 7/21/2025

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RECRUITMENT SERVICES

City of SOUTH PASADENA

CHIEF CITY CLERK
OPTION 1: ADVERTISING & HEADHUNTING

JULY 2, 2025

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Confidential

I. COVER LETTER

July 1, 2025

1414 Mission St,
South Pasadena,
CA 91030

RE: City of South Pasadena - Chief City Clerk Recruiting Services

It is our pleasure to submit this proposal for recruitment services to secure your ideal candidate to serve as the Chief City Clerk of the City of South Pasadena. **WBCP has worked on many similar recruitments, and we look forward to the opportunity to partner with your organization on this critical position!**

We trust our proposal will showcase our client-focused recruitment process and will act as a testament that we are passionate about what we do to make our clients happy.

WBCP, Inc. was selected, through a national request for proposal process, as the sole-source vendor for executive recruitment services through a national competitive process conducted by the National Association of Counties (NACo) under the Public Promise Procurement (PPP) program. This cooperative purchasing agreement, with San Diego County serving as the Lead Public Agency (LPA), allows public sector organizations across the U.S. to satisfy competitive procurement requirements and contract directly with WBCP—without the delays or added costs of a traditional RFP process. The PPP/LPA partnership ensures that organizations can engage WBCP quickly, compliantly, and with confidence in the value and quality of service delivered. **Learn more here: https://wbcpinc.com/naco.**

It has been proven that great employees are looking for great employers, not just a paycheck. WBCP provides a broader perspective to recruitment services – going beyond securing the ideal candidate – we brand your organization as an employer of choice. We use eye-catching marketing materials, innovative search practices, and responsive and respectful communications with your applicants and stakeholders.

WBCP is talented at working with you to identify the strengths, challenges, and opportunities of this job, the ideal candidate, and your community and organizational culture. WBCP will work with your stakeholders to design a recruitment strategy that will include a customized engagement process. We will have a series of meetings, discussions, stakeholder interviews, and survey(s) to get to know you, the organization, the community, the culture, and the applicable staff.

My team and I know the California candidate marketplace and have many clients in your region, such as **the County of Los Angeles, County of Orange, County of San Bernardino, City of Pasadena, City of Riverside, City of Long Beach, and City of Culver City (just to name a few).** We have exceptional experience successfully recruiting for similar positions, with several recent notable recruitments including, but not limited to:

- **City Clerk, City of Roseville, CA**
- **City Clerk, City of Solvang, CA**
- **City Clerk, City of Livermore, CA**
- **Deputy City Clerk, City of Petaluma, CA**

To see a full list of our clients and successful recruitments, visit: https://tinyurl.com/3j9bdd79

We have over two decades of experience in public sector executive search services and have provided direct search services through WBCP since 2004. WBCP's executive recruiters are all highly personable and have unique backgrounds that make them well-equipped to take on your recruitments, as you will read their biographies in this proposal. WBCP now has offices in California, Oregon, Washington, and Texas.

I. COVER LETTER

Recruiting top talent has become the number-one topic among administrators. New and innovative recruitment strategies are critical to identifying and securing candidates with a deep understanding of how to assess and meet community needs and address future challenges. WBCP understands the complexity of community leadership, and we are prepared to provide a thorough, complete, and fair recruitment process to provide a diverse applicant pool. **Upon our 2024 year-end review, we found that over the last three years 63% of our placed candidates came from diverse backgrounds.** In fact, we are often selected and told that we bring a larger, more qualified and diverse groups of candidates than they have ever received from past professional recruiters.

Clients also choose our firm over others because of our ability to work with your support staff and stakeholder group (including boards, appointed/elected officials, and engaged constituents), manage all details of a recruitment process, and secure great candidates. Our dedication and commitment to the client are complemented by our deep understanding and ability to effectively navigate challenging political climates.

Our clients have great things to say about the quality of the service we provide and the amazing candidates we find them, In fact, many of our clients are return customers. Please feel comfortable reaching out to these organizations to get their feedback directly.

DIVERSITY

63%

of WBCP candidates placed in positions come from a diverse background

Lastly, we love what we do, and we are passionate about finding exceptional candidates who are also passionate about serving others. WBCP's staff are driven and desire to exceed client expectations. I appreciate your consideration in retaining our services and hope to have an opportunity to work with you in the future.

Best Regards,

Wendi Brown | Founder/President, WBCP, INC.
wendi@wbcpinc.com | 541-664-0376
www.wbcpinc.com

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II. BACKGROUND & QUALIFICATIONS

Principal: Wendi Brown, President

Company Legal Name: WBCP, Inc. (W. Brown Creative Partners)

Tax ID: 81-5454037

Website: www.wbcpinc.com

Phone: 866-929-WBCP (9227) / 541-664-0376

Address:

- **Oregon (3 offices including WBCP, Inc. Headquarters):** 213 E Main St., Rogue River, OR, 97537; City of Grants Pass and City of Tigard
- **California (5 offices):** San Jose, Gilroy, Roseville, Los Angeles and Santa Barbara
- **Washington:** City of Seattle
- **Texas:** City of Dallas



WOMEN OWNED

WBCP is a 100% women-owned business, an S Corporation, not part of a parent company, and is a registered small business through the US Small Business Administration (SBA). WBCP is registered to do business in all states we serve, and files and pays California S Corporation and personal income tax to the State of California.

BUSINESS HISTORY

WBCP, Inc. has been in business since 2004, and serves nonprofit and public sector organizations. WBCP offers a variety of services, including: partial and full service search services for individual contributor, supervisor, management and executive management positions; human resources consulting: organizational development, training, classification and compensation studies, analysis and assessments, etc.

II. BACKGROUND QUALIFICATIONS.....

WBCP has over 20 years of experience providing search services for public sector and non-profit organizations. We have successfully secured professionals and provided other consulting services in **California, Arizona, Colorado, Idaho, Nevada, New York, Oregon, Texas, Utah, and Washington.**

Cities of: Anaheim (CA), Arcata (CA), Ashland (OR), Astoria (CA), Atwater (CA), Berkeley (CA), Boulder City (NV), Calistoga (CA), Central Point (OR), Ceres (CA), Chandler (AZ), Colfax (CA), Corte Madera (CA), Culver City (CA), Davis (CA), Dunsmuir (CA), Duvall (WA), Fort Worth (TX), Fremont (CA), Fresno (CA), Garibaldi (OR), Gold Hill (OR), Grants Pass (OR), Hemet (CA), Hubbard (OR), Independence (OR), Irvine (CA), Laguna Beach (CA), Larkspur (CA), Lincoln (CA), Livermore (CA), Livingston (CA), Long Beach (CA), Medford (OR), Milpitas (CA), Napa (CA), Novato (CA), Oakland (CA), Orinda (CA), Oxnard (CA), Palo Alto (CA), Park City (UT), Pasadena (CA), Petaluma (CA), Phoenix (AZ), Phoenix (OR), Pismo Beach (CA), Port Hueneme (CA), Portola Valley (CA), Redding (CA), Riverside (CA), Rochester (NY), Rocklin (CA), Rogue River (OR), Roseville (CA), Sacramento (CA), San Francisco (CA), San Rafael (CA), Santa Maria (CA), Santa Monica (CA), Santa Paula (CA), Santa Rosa (CA), Solvang (CA), Sonoma (CA), South Pasadena (CA), Sutter Creek (CA), Talent (OR), Truckee (CA), Ventura (CA), Vernon (CA), Victorville (CA), West Hollywood (CA), Windsor (CA).

Counties of: Alameda (CA), Colusa (CA), Contra Costa (CA), Del Norte (CA), El Paso (CO), Fresno (CA), Humboldt (CA), Jackson (OR), King (WA), Lake (CA), Lane (OR), Los Angeles (CA), Marin (CA), Mariposa (CA), Mendocino (CA), Merced (CA), Mono (CA), Napa (CA), Nevada (CA), Orange (CA), Placer (CA), Riverside (CA), Sacramento (CA), San Benito (CA), San Bernardino (CA), San Diego (CA), San Francisco (CA), San Joaquin (CA), San Luis Obispo (CA), San Mateo (CA), Santa Barbara (CA), Santa Clara (CA), Santa Cruz (CA), Shasta (CA), Solano (CA), Sonoma (CA), Stanislaus (CA), Tehama (CA), Tuolumne (CA), Yolo (CA), Yuba (CA).

Local and National Councils, Boards, and Districts: Bear Valley Community Services District, Boulder Creek Fire Protection District, California Prison Industry Authority (CALPIA), Cosumnes Community Services District, Hass Avocado Board (HAB), Jackson County Fire District 5, Los Angeles County Employees Retirement Association (LACERA), Mendocino County Air Quality Management District, Metropolitan Transportation Commission (MTC), Modesto Irrigation District, Monterey One Water, Nevada Irrigation District, Newark Chamber of Commerce, North American Blueberry Council/U.S. Highbush Blueberry Council (NABC/USHBC), Oakland Housing Authority, Olivehurst Public Utility District, Orange County Employees Retirement System (OCERS), Placer County Transportation Planning Agency (PCTPA), Port of Long Beach (CA), Rogue Valley Sewer Services, Sacramento Area Flood Control Agency (SAFCA), Sacramento Area Sewer District, Sacramento Employment & Training Agency (SETA), Sacramento Public Library Authority, Sacramento Suburban Water District, San Benito Council of Governments, San Benito County Water District, San Joaquin County Employees' Retirement Association (SJCERA), San Joaquin Tributaries Authority, San Rafael Sanitation District (SRSD), San Ramon Valley Fire Protection District, Sonoma County Library, South Coast Air Quality Management District, Tri-City Mental Health Authority (TCMHA), Truckee-Donner Public Utility District (TDPUD), Tuolumne Utilities District, Valley Water, West Basin Municipal Water District.

Nonprofit and Joint Powers Authorities (JPAs): California Corrections, California Municipal Utilities Association (CMUA), Center Point, Central California Legal Services (CCLS), Community Food Bank, Community Works, Dogs for Better Lives/Dogs for the Deaf, Downtown Streets Team, East Bay Regional Communications Systems Authority, First 5 (Alameda County, California Association, Fresno, Santa Barbara County, San Mateo), Futures Without Violence (Family Violence Protect Fund), Gold Coast Health, Greater Richmond Interfaith Program (GRIP), LA Public Media, Latino Public Broadcasting, Los Angeles Unified School District (LAUSD), Northern Valley Catholic Social Service (NVCSS), Options Recovery, Radio Bilingüe, Sacramento County Superior Court, Sacramento Public Library Authority (SPLA), Santa Barbara Superior Court, Santa Cruz County Animal Services Authority, Teton County Joint Housing Authority (TCJHA), Transitions-Mental Health Association, Valley Consortium for Medical Education (VCME), Water Forum, West Angeles Church of God in Christ.

Private Organizations: CDS Publications, Central California Truck and Trailer, Morton & Pitalo, NAVA, SWEED, Tekmanagement, Touchstone Accounting.

Consulting services (classification and compensation services, competency modeling, job description development, job family development, job analysis): City of Fremont (CA), City of Medford (OR), City of Santa Maria (CA), City of Santa Paula (CA), County of Humboldt (CA), County of Mariposa (CA), County of Santa Barbara (CA), and County of San Luis Obispo (CA).

II. BACKGROUND & QUALIFICATIONS.....

INDUSTRIES

- Organizational Leadership
- Economic Development
- Facilities & Operations
- Financial, Administrative Services, Accounting, Auditing
- Health & Human Services, Housing, Unhoused
- HR, Risk, Labor/Employee Relations
- Information Technology
- Legal, Counsel, Clerk
- Library
- Marketing, Communications, PR
- Parks & Rec, Community Services, Arts
- Planning, Environmental, Community Development, Building, Transit
- Public Safety
- Public Works, Transportation, Engineering

BELOW IS A LIST OF SIMILAR RECRUITMENTS WBCP HAS MANAGED:

LEGAL, COUNSEL, CLERK

- City Attorney, City of Newport, CA
- City Attorney, City of Santa Maria, CA
- City Attorney, City of Vernon, CA
- County Counsel I/II/III, Assistant County Counsel (5 positions), County of Santa Barbara, CA
- County Counsel, County of Jackson, OR
- County Counsel, County of Marin, CA
- County Counsel, County of Napa, CA
- County Counsel, County of Orange, CA
- County Counsel, County of San Benito, CA
- County Counsel, County of San Bernardino, CA
- County Counsel, County of Solano, CA
- Agency Counsel, Sacramento Area Flood Control Agency (SAFCA), CA
- Chief Counsel, San Joaquin County Employees' Retirement Association (SJCERA), CA
- Chief District Attorney Investigator, County of Marin, CA
- Chief Deputy District Attorney, County of Marin, CA
- Assistant Chief Investigator, County of Orange, CA
- Deputy County Counsel, County of Tulare, CA
- Deputy County Counsel IV, County of Jackson, OR
- Deputy District Attorney I, County of Jackson, OR
- Deputy General Counsel, San Diego Port Authority, CA
- Deputy City Attorney III/IV Utilities, City of Anaheim, CA
- Assistant City Attorney – Ethics Officer, City of Anaheim, CA
- Assistant City Attorney – Public Utilities, City of Anaheim, CA
- Assistant City Attorney (planning and development), City of Santa Maria, CA
- Assistant City Attorney, City of Roseville, CA
- Attorney II or Attorney III - District Attorney's Office, Nevada County, CA
- Civil Attorney (2 positions), Tulare County, CA
- Chief Counsel, San Joaquin County Employees' Retirement Association (SJCERA), CA
- City Clerk, City of Colfax, CA
- City Clerk, City of Livermore, CA
- City Clerk, City of Roseville, CA
- City Clerk, City of Solvang, CA
- Assistant County Clerk-Recorder/Registrar of Voters, County of Nevada, CA

II. BACKGROUND & QUALIFICATIONS.....

LEGAL, COUNSEL, CLERK

- Deputy City Clerk, City of Petaluma, CA
- Family Court Services Manager, Sacramento Superior Court, CA
- Court Operations Director, King County District Court, WA
- General Counsel, Orange County Employees Retirement System (OCERS), CA
- Public Defender, County of Humboldt, CA
- Public Defender, County of Santa Cruz, CA
- Public Defender, County of Solano, CA
- Registrar of Voters, County of Marin, CA
- Registrar of Voters, County of San Bernardino, CA
- Administrative Assistant - Legal Counsel, Valley Water, CA

Check out our full list of recruitments here: https://tinyurl.com/3j9bdd79

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II. BACKGROUND & QUALIFICATIONS.....

RECRUITING WITH DIVERSITY IN MIND

Since partnering with the country's largest network of diversity job boards, ***we have seen a 21% increase in diverse applicants and a 13% increase*** *in diverse candidates placed in positions with our clients. This demonstrates WBCP's dedication to expanding outreach and removing barriers to apply, ensuring access to a highly qualified and diverse applicant pool.*

600 Diversity Job Boards:

When you post a job with WBCP, it is automatically shared across 600 diversity job boards, maximizing reach and ensuring access to a wide and inclusive pool of talent. We also utilize the largest diversity database with over 160 million resumes and 15,000 community based organization contacts to expand our search.

LinkedIn:

As LinkedIn recruiters, we have access to over 1 Billion profiles, allowing us to evaluate candidates' backgrounds, education, experience, licensure, and more.

AI:

WBCP also leverages AI tools to gather additional information to effectively reach future applicants and candidates contact information for emails and phone numbers.

WBCP understands the complexities of meeting the needs of a diverse community, and we provide a thorough, complete, and fair recruitment process.

WBCP

Streamline and Satisfy the RFP Process to receive recruiting on demand. Reach out to WBCP today for more information.

PUBLIC PROMISE PROCUREMENT Powered by NACo

COUNTY OF SAN DIEGO

Scan to learn more!

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WHY CHOOSE WBCP

Proven Expertise:

- **Over 20 Years in Business and 100+ Years of Experience:** With over a century of combined experience, our recruitment professionals excel in public service sectors, including cities, counties, utilities, special districts, joint powers authorities, and non-profits. Our proven track record ensures expertise tailored to your needs.

- **100% Success Rate:** In 2024, we achieved a 100% success rate, successfully filling every position we managed including partial and full scope services from engineering, planning, finance, health and human services, legal, legislative, hard-to-fill civil service positions, and many more! We deliver results no matter what the challenge.

Employer Recognition: WBCP has been recognized as Oregon's TOP 100 EMPLOYERS.

HR Teams Trust Us: We simplify the recruitment process, managing every detail so HR teams can focus on other priorities. From sourcing candidates to scheduling interviews and providing updates, our seamless approach saves time, reduces stress, and ensures results.

Strategic Marketing and Advertising: Our marketing team designs targeted campaigns using diverse, cost-effective channels powered by AI. These campaigns maximize reach while staying within budget and include:

- Diverse Applicant Pools: Access to over 600 diversity-focused job boards, 15,000 diversity affiliations, and 120 million resumes ensures diversity is integral to our process.
- LinkedIn Recruiter Expertise: With access to 230 million U.S. profiles, we connect you with top-tier talent.
- AI-Driven Talent Acquisition: Advanced AI strategies enhance efficiency and uncover new candidate engagement opportunities.

Trusted Partners and Culture Cultivators: We go beyond finding candidates by building trust with your team and stakeholders. Our tailored strategies align top talent with your organizational culture, ensuring a collaborative and thoughtful recruitment process.

Recruiting with Competencies: Ensures a fair, measurable, and effective hiring process. This strategic approach helps identify the client's needs and then assesses candidates on the critical skills and behaviors for success.

Benefits:

- Fairness: Focuses on role-specific competencies.
- Measurability: Provides objective evaluation criteria.
- Better Matches: Aligns talent with organizational and cultural needs.
- Equitable: Reduces bias with standardized assessments.

Recruiting with competencies delivers high-quality, measurable solutions that ensure the best candidates for your team's success and cultural alignment.

Timely and effective background and Reference Checks: WBCP partners with a trusted third party for thorough background checks and relies on a 30-year public safety veteran, retired as a police chief, and an expert in employee investigations, to conduct expert reference verifications. This ensures accuracy, professionalism, and confidence in every hiring decision.

Guaranteed Satisfaction: We stand behind our work with a 12-24 month guarantee. If the initial placement doesn't work out, we will conduct a replacement search at no additional consulting fee, ensuring lasting value for your investment.

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III. BACKGROUND & QUALIFICATIONS

EXECUTIVE LEADERSHIP

WENDI BROWN
President/Sr. Recruiter

RICHARD KUHNS, Psy.D
Vice President of Recruitment & Culture

HEATHER JACK
Director of Finance & Operations

MANAGEMENT/RECRUITERS

JOSETTE REINA-LUKEN
Executive Recruiter

TERI MAUS-NISICH
Sr. Executive Recruiter

LEVI KUHLMAN
Executive Recruiter

LAUREN GERSON
Executive Recruiter

DD GRISSOM
Talent Acquisition Manager

MAGGIE ALEXANDRE
Executive Search Associate

STEPHANIE LAWSON
Recruitment Manager

KARLEE BECKSTEAD
Marketing & Communications Manager

ADMINISTRATIVE PROFESSIONALS

LEAH MURPHY
Project Manager

SHANI PEARCE
Project Manager

LANE NOLAN
Project Manager

ANNA BROWN
Talent Acquisition Specialist

ANGELA EDWARDS
Talent Acquisition Specialist

SOFIA QURAISHI
Talent Acquisition Specialist

ALEX LE
Copywriter

RYAN BROWN
IT Technician II

MADDY SCHWARZ
Marketing & Events Coordinator

JAMI GILMAN
Marketing Assistant

AIMEE KUHLMAN
Operations Assistant

KATIE GARROTTO
Recruitment Assistant

JAYCE HERBOLD
Recruitment Assistant

CREATIVE PARTNERS / SENIOR ADVISORS

BRUCE GRIFFITHS
Organizational Development/ IO Psychologist

STEVE BROWN
National Account Manager

BILL LANDIS
Public Safety Investigator

ALAN ROSEN
Executive Recruiter/ Sr. Facilitator

BERNIE LICATA
Organizational Development Consultant

SCOTT BECKSTEAD, JD
Sr. Advisor

MIKE LUKEN
Sr. Facilitator

WILLIAM RACOWSCHI
Fire/Public Safety

CHRISTY WURSTER
Sr. Facilitator

RIVKAH SASS
Retired Library Director/Sr. Facilitator

WBCP STATISTICS

WBCP is a 100% woman-owned business. Staff and consultants are a diverse mix of gender/ethnicity
Age ranges from 24 - 70+



IV. WBCP KEY STAFF

WENDI BROWN
Lead Consultant/ Sr. Executive Recruiter



I am the President of WBCP, with over 20 years of experience in marketing and advertising and combine this with my background in recruiting to successfully place hard-to-fill, management, and executive positions. My team and I are passionate about helping organizations improve their recruitment services, place great talent, conduct department assessments, redesign antiquated processes, revise job descriptions, conduct salary and benchmark studies, and more. I have worked in various industries – advertising and public relations, national real estate franchisor, global manufacturing – and I have worked with nonprofit and public sector organizations since 1999. Formerly, I was an internal Human Resources Consultant for the County of Orange, California, providing countywide communications, human resources, executive search, and recruiter training services to the Assistant Chief Executive Office/Human Resources Director and, at that time, 25 decentralized departments, with 17,000 employees, serving a community of 300,000. I have a Bachelor's of Science in Business Administration with an emphasis in Marketing from Colorado Technical University; have earned several certificates in Project Management, Global Business, Marketing, and Human Resources; and working toward a Master's in Management at Southern Oregon University

RICHARD KUHNS
Vice President of Recruiting & Culture



Richard Kuhns is a retired County Administrative Officer with over 28 years of experience in the Public Sector. He is currently the VP of Recruiting and Organizational Culture for WBPC. Richard began his career in Law Enforcement, transferring his focus to Administration where he served as the Director of Housing and Community Action, Behavioral Health, General Services, and Solid Waste. Richard has a "find a way, to find a way" mentality. With his vast knowledge and experience in the Public Sector he has an intuitive understanding of working with government leaders, policy makers, and the public. Richard achieved a Bachelor of Science in Business Management, a Master of Arts in Behavioral Science with an emphasis in Conflict Resolution and Negotiations, and a Doctorate in Clinical Psychology. For the past three years Richard has worked as an Executive Recruiter and Behavioral Health Consultant. As a Consultant, he worked with several Northern California Counties creating and implementing the newly state mandated 24/7 Mobile Crisis. He has now focused his time and efforts on assisting WBCP clients in finding and securing the top candidate for your organization.

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IV. WBCP KEY STAFF

TERRI MAUS-NISICH
Sr. Executive Recruiter



Terri Maus-Nisich holds a pivotal role as one of our Senior Executive Recruiters, leveraging her extensive background as a distinguished leader in local government. With a local government career spanning over 40 years, Terri's journey includes transformative roles within the County of Santa Barbara, where she ascended from Parks Director to Assistant County Executive Officer, overseeing vital municipal and health/human service departments. Her remarkable impact encompasses leadership in Homeless Services, Communications, and Emergency Management, driving community engagement, disaster recovery, and support for vulnerable populations. Before her tenure in Santa Barbara, Terri spent 15 years with the City of Santa Clarita in roles ranging from analyst to Deputy City Manager. Throughout her remarkable career, Terri prioritized strategic planning, organizational development, and innovative problem-solving, garnering numerous awards. She holds a Bachelor's Degree from UC Santa Barbara, a Masters of Public Administration from Cal State Northridge, and a graduate certificate from Harvard University's JFK School of Government.

LAUREN GERSON
Executive Recruiter



Lauren Gerson is a seasoned Executive Recruiter at WBCP, where she draws on over 15 years of experience in career services, customer relations, and operations. Her recruiting expertise extends across various industries, with notable success in health and human services, utilities, and finance. Lauren has helped organizations across multiple states fill hard-to-hire positions at every level, from individual contributors to executives. Lauren's diverse professional journey began in operations and events management, where she honed her expertise in human resources, business management, and regulatory compliance. She later transitioned to career services, and prior to joining WBCP, worked with a career coaching company helping job-seekers better leverage their skills and overcome barriers to employment. Lauren holds a Bachelor's degree in Philosophy from Whittier College. She brings a unique perspective to her role, and is committed to making a positive impact both professionally and personally. With her unwavering dedication and client-centric focus, Lauren continues to drive success and excellence in executive recruitment at WBCP.

Confidential

IV. WBCP KEY STAFF

LEVI KUHLMAN
Executive Recruiter



Levi Kuhlman is an Executive Recruiter at WBCP, and an experienced professional with a multifaceted career spanning across executive recruitment, real estate, and entrepreneurship. He has worked extensively with local municipalities, special districts, and not-for-profit organizations across the Western region, with a focus in California, Oregon, and Idaho. Levi has conducted many successful recruitments in various industries including planning, rent stabilization and housing, engineering, finance, city management, transportation and transit, community development, building and safety, public safety, risk management, and information technology. Levi serves as a skilled and diplomatic liaison, earning a reputation for his personalized approach to recruiting. Before joining the ranks of WBCP, he advocated on behalf of tenants, landlord, and clients. With a diverse skill set and a commitment to excellence, Levi continues to make significant contributions to WBCP, his clients, and broadening the professional community one recruitment at a time.

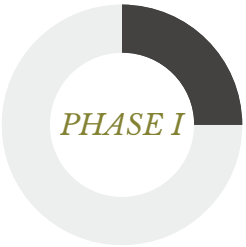
REVIEW OTHER EMPLOYEES & CONSULTANT PARTNERS ON OUR WEBSITE: WWW.WBCPINC.COM/WBCP-TEAM

V. RECRUITMENT STRATEGY / PHASES.....

WBCP knows how to customize your search strategy to meet your unique recruitment needs. We customize your recruitment based on the specific needs, target audience, and challenges for each recruitment; however, below is a baseline approach for most recruitments.

CLIENT & STAKEHOLDER MEETINGS

We require the Client and/or Search Committee, and other stakeholders identified by the Client, be involved in the initial and final phases of this recruitment. These are critical phases to ensure we obtain a clear sense of the priorities and the successful hire of the right candidate. WBCP will meet with various stakeholders as warranted by the Client and the level of the position in the organization. These meetings will allow us an opportunity to gather information and gain knowledge about the organization, community, and unique aspects of the recruitment to design the ideal candidate professional profile, advertising materials, and strategic approach



FEEDBACK OUTCOME / TIMELINE DEVELOPMENT

Following the Client/stakeholder meetings, we will develop a detailed timeline for the recruitment along with a proposed advertising plan for approval.

CREATIVE DEVELOPMENT

Immediately following the client feedback activities, we will draft the competencies for the recruitment and advertising material/recruitment brochure for the Client's review. This information will summarize what was learned from Client-related interviews and will be used to advertise the opening.

MARKETING STRATEGY & IMPLEMENTATION

WBCP will execute a customized marketing/ad plan once the job announcement is created. An ad plan could include the following (based on assumptions), and will be customized based on information gathered in Phase I:

DIGITAL ADVERTISING WITH DIVERSITY IN MIND

WBCP utilizes digital advertising to obtain diverse applicant pools, leveraging local and national job boards, associations, and social media. In partnership with a diversity platform, our postings reach up to 600 local employment and diversity websites, connecting across 15,000+ community organizations and niche sites, tapping into a job bank of 2 million resumes. Upon our 2024 year-end review, we found that over the last three years 63% of our placed candidates came from diverse backgrounds.



EMAIL & DIRECT MAIL ADVERTISING

In addition to tapping into WBCP's existing pool of potential applicants, we have the capability to access various professional lists. We actively seek out additional lists through associations, contacts, and other strategic channels.

SOURCING/HEADHUNTING

WBCP employs a proactive approach by reaching out to targeted individuals and cultivating new connections through referrals from reputable sources. As a LinkedIn recruiter, we harness the power of over 350 million profiles to identify and engage with ideal candidates. Additionally, WBCP utilizes cutting-edge AI tools for precise Boolean searches, enabling us to uncover niche candidates effectively.

COMMUNICATION WITH CLIENT

We will provide weekly updates on the progress of this search unless the client prefers more or less frequent communications. We tailor our communications in accordance with our Client's needs.

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VI. SCOPE OF WORK

- Facilitate initial kick-off meeting with Client and other meetings that may include Executive Leadership, staff, community, and other stakeholders to assist with identifying the ideal candidate profile.
- Assist Client hiring authority/stakeholders in modifying the job description (as needed), and develop a recruitment announcement, marketing materials, and advertising plan for the recruitment.
- Attend all other meetings and engagements as needed or identified by the Client.
- Implement advertising plan including: publication, sourcing/headhunting, direct mail, and other online and email marketing efforts.
- Provide timely updates and progress reports to the client regarding search services; every two weeks or as Client identifies is needed.



VII. RECRUITMENT TIMELINE

BELOW IS A SAMPLE OF AN EXECUTIVE SEARCH TIMELINE THAT WBCP WILL CUSTOMIZE FOR THIS RECRUITMENT

Week 1:

- Secure services with search firm, WBCP, Inc.
- WBCP: review search parameters and recruiting processes with Client
  - Interview with hiring authority and other stakeholders for competencies
  - Identification of advertising venues and ideal candidate prospects
  - Calls, meetings, or coordination with other stakeholders for information gathering

Weeks 1 + 2:

- Develop and approvals: recruitment process, deadlines, ad plan and strategy, recruitment timeline and brochure
- Print coordination (if applicable)

Weeks 2 + 3:

- **OPEN RECRUITMENT AND AD PLAN:** Implement marketing plan and direct mail (if applicable)
- Timeline may be extended if direct mail piece is included (i.e., print/postage)

Weeks 4, 5, + 6:

- Receive applications – WBCP may receive applications (if using our applicant tracking system) and/or receive updates from clients on the results of the recruitment.

Weeks 7 + 8:

- **CLOSE RECRUITMENT AND ADVERTISING**



VIII. REFERENCES

1-City of Roseville, California

Positions Filled:

- City Clerk

Contact Information:

- Stacey Peterson, HR Director - **slpeterson@roseville.ca.us** | 916-774-5374

2-City of Petaluma, California

Positions Filled:

- Deputy City Clerk

Contact Information:

- Peggy Flynn, City Manager - **pflynn@cityofpetaluma.org** | 707-778-4345

3-City of Sacramento, California

Positions Filled:

- City Auditor

Contact Information:

- Lisa Kaplan, Council Member - D1, **LKaplan@cityofsacramento.org**

IX. MARKETING MATERIAL EXAMPLES

Click below to see our marketing samples for similar positions. To see all of our brochures, visit: wbcpinc.com/closed-jobs-private/ and use the password: wbcp202510*

- City Clerk, City of Roseville, CA
- City Clerk, City of Solvang, CA
- City Clerk, City of Livermore, CA
- Deputy City Clerk, City of Petaluma, CA
- Assistant County Clerk-Recorder/Registrar of Voters, County of Nevada, CA

X. COST SHEET / TIMELINE POLICY

WBCP will not limit the number of hours we work on a recruitment, rather we charge a flat rate and will spend the time necessary to ensure we are successful. Consulting fees will be billed once the position is open for applications and the advertising campaign has been launched.

SERVICE COST PER RECRUITMENT

CHIEF CITY CLERK

Description of Services/Deliverables:	Inclusive Rate per Recruitment:
Consulting Services: Phases I-II in the proposal's recruitment strategy/phases section.	$5,900 (flat rate)
Expenses Include: Document shipping fees/delivery charges to facilitate virtual meetings; brochure/graphic design ($950); marketing and advertising which may include: print and postage (if applicable); online job boards; social media; sourcing; and may include flat fee pricing for: LinkedIn $395, InMails $300, Circa Diversity Job Boards $295, Zoom Info $299. These expenses will be billed based on what is expended and based on the needs of the client/recruitment.	Up to $4,500 (not to exceed)

Cost and Timeline Policy

To ensure the success and efficiency of our recruitment services, the following policies regarding cost and timelines are in place:

1. **Timeline Development:** Timelines provided to our clients are valid for **10 business days**. If a timeline is not secured or confirmed within this period, it may no longer be available. In such cases, the timeline may be reassigned to another client, and a revised timeline will be provided.

These policies ensure clarity, fairness, and high-quality outcomes for all parties involved.

XI. OTHER

INSURANCE

WBCP and its sub-consultants have reviewed the contractual agreement and the Insurance Requirements. If selected, WBCP will execute said agreement and will provide the required insurance documents. WBCP will submit certificates of insurance as evidence of the required coverage limits. Insurance policies include: liability, errors and omissions, workers compensation, and vehicle insurance.

CONFIDENTIALITY SAFEGUARDS

Confidentiality is paramount in the work we do. We ensure that the client and candidate information we receive, and conversations with our client (and certainly discussions in closed session) are kept confidential. There are several physical safeguards we have in place including: locked and alarmed office space, password, and encryption protected information on our computers and servers, multiple backup systems. As information is shared with our client, we discuss the importance of confidentiality and why it is important to the candidates they are considering but also brands the organization appropriately. We also ask candidates who are interviewed to keep candidate information confidential, as they may see or meet a candidate during the process. We emphasize that confidentiality is not just until the recruitment is completed, and a candidate is hired, confidentiality is in perpetuity. Leaked information is not a reputation that a client wants to receive, as this could deter future applicants from applying.

ORGANIZATIONAL DIVERSITY STATEMENT

WBCP embraces cross-cultural diversity and we are committed to equitable treatment and elimination of discrimination in all its forms at all organizational levels and throughout all consulting practices, including search services. We strive to reach diverse groups of people to inform them of leadership opportunities. **Upon our 2024 year-end review, we found that over the last three years 63% of our placed candidates came from diverse backgrounds.** We will make extensive efforts to attract a qualified applicant pool that represents a broad range of gender and ethnically diverse individuals.



Wendi Brown, President — July 2, 2025

Date

Client, Title — Date

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FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR RECRUITMENT SEARCH SERVICES

THIS AMENDMENT ("Amendment") is made on this 18TH day of June 2025, by and between the CITY OF SOUTH PASADENA ("CITY") and WBCP, INC. ("CONSULTANT').

RECITALS

WHEREAS, on April 21, 2025, the CITY and CONSULTANT entered into an Agreement for PROFESSIONAL SERVICES ("Agreement") for CONSULTANT to perform Recruitment Services for a Public Affairs Manager for the City; and

WHEREAS, the original Agreement was in the amount of $15,400, for Recruitment Services for a Public Affairs Manager; and

WHEREAS, the CITY desires to execute an Amendment to increase the total contract in an amount not to exceed $30,200, for a new aggregate total of Agreement and Amendments sum total of $45,600, and amend the scope of work to include Recruitment Services for a Accounting Manager- Controller and two engineering positions; and

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

1. That Section 1 "Services " is amended to include Accounting Manager-Controller and Two Engineer Positions, and include the attached Proposals, Exhibit A .

2. That Section 2 "Payment" of the Agreement is hereby amended to read as follows:
   "The amount of the contract shall not exceed $45,600."

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

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"City"
City of South Pasadena

By: Signed by: Todd Hileman
5CF386AC460044B...
Signature

Printed: Todd Hileman

Title: City Manager

Date: 6/25/2025

"Consultant"
WBCP, Inc.

By: DocuSigned by: Wendi Brown
929F774B55DB48B...
Signature

Printed: Wendi Brown

Title: President

Date: 6/24/2025

Attest:

By: Signed by: Mark Perez
BA951D469FA9445...
Hector Gomez, Chief City Clerk

Date: 6/25/2025

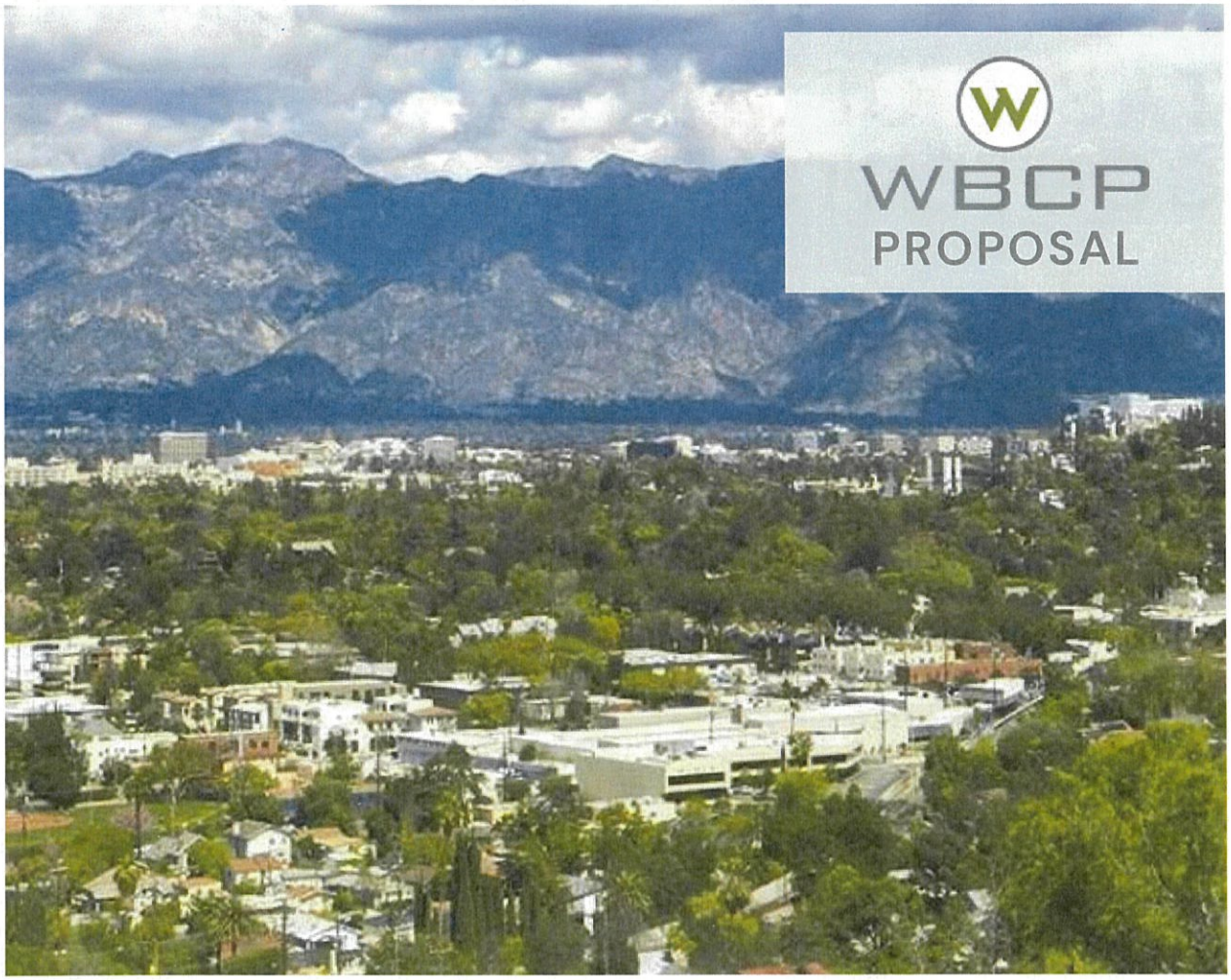
Approved as to form:

By: DocuSigned by: Roxanne Diaz
A7800E5CA8A241F...
Roxanne M. Diaz, City Attorney

Date: 6/25/2025

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Exhibit A



RECRUITMENT SERVICES

City of SOUTH PASADENA

ACCOUNTING MANAGER-CONTROLLER
OPTION 1: ADVERTISING & HEADHUNTING

MAY 13, 2025

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I. COVER LETTER

MAY 13, 2025

1414 Mission St,
South Pasadena,
CA 91030

RE: City of South Pasadena - Accounting Manager-Controller Recruiting Services

It is our pleasure to submit this proposal for recruitment services to secure your ideal candidate to serve as the Accounting Manager-Controller of the City of South Pasadena. **WBCP has worked on many similar recruitments, and we look forward to the opportunity to partner with your organization on this critical position!**

We trust our proposal will showcase our client-focused recruitment process and will act as a testament that we are passionate about what we do to make our clients happy.

Exciting news! WBCP has partnered with the National Association of Counties (NACo) and its Public Promise Procurement (PPP) Program to offer a game-changing solution. With our new streamlined service, you can piggyback on the County of San Diego's Master Service Cooperative Agreement, saving you time, money, and effort. This opportunity is available nationwide for cities, counties, special districts, nonprofits, state agencies, and educational institutions. If this is something that is of interest for this or future procurement processes, please visit our site at: **https://wbcpinc.com/naco/**

It has been proven that great employees are looking for great employers, not just a paycheck. WBCP provides a broader perspective to recruitment services – going beyond securing the ideal candidate – we brand your organization as an employer of choice. We use eye-catching marketing materials, innovative search practices, and responsive and respectful communications with your applicants and stakeholders.

WBCP is talented at working with you to identify the strengths, challenges, and opportunities of this job, the ideal candidate, and your community and organizational culture. WBCP will work with your stakeholders to design a recruitment strategy that will include a customized engagement process. We will have a series of meetings, discussions, stakeholder interviews, and survey(s) to get to know you, the organization, the community, the culture, and the applicable staff.

My team and I know the California candidate marketplace and have many clients in your region, such as **the County of Los Angeles, County of Orange, County of San Bernardino, City of Pasadena, City of Riverside, City of Long Beach, and City of Culver City (just to name a few).** We have exceptional experience successfully recruiting for similar positions, with several recent notable recruitments including, but not limited to:

- **Internal Audit Manager, City of Pasadena, CA (active)**
- **Assistant Auditor-Controller, County of Monterey, CA (active)**
- **Division Chief - Auditor Controller, County of San Joaquin, CA**
- **City Auditor, City of Sacramento, CA**
- **Audit Supervisor, County of Santa Barbara, CA**
- **Lead Internal Auditor, County of Santa Barbara, CA**
- **Accountant-Auditor, County of Santa Barbara, CA**

To see a full list of our clients and successful recruitments, visit: https://tinyurl.com/3j9bdd79

We have over two decades of experience in public sector executive search services and have provided direct search services through WBCP since 2004. WBCP's executive recruiters are all highly personable and have unique backgrounds that make them well-equipped to take on your recruitments, as you will read their biographies in this proposal. WBCP now has offices in California, Oregon, Washington, and Texas.

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I. COVER LETTER

Recruiting top talent has become the number-one topic among administrators. New and innovative recruitment strategies are critical to identifying and securing candidates with a deep understanding of how to assess and meet community needs and address future challenges. WBCP understands the complexity of community leadership, and we are prepared to provide a thorough, complete, and fair recruitment process to provide a diverse applicant pool. **Upon our 2024 year-end review, we found that over the last three years 63% of our placed candidates came from diverse backgrounds.** In fact, we are often selected and told that we bring a larger, more qualified and diverse groups of candidates than they have ever received from past professional recruiters.

Clients also choose our firm over others because of our ability to work with your support staff and stakeholder group (including boards, appointed/elected officials, and engaged constituents), manage all details of a recruitment process, and secure great candidates. Our dedication and commitment to the client are complemented by our deep understanding and ability to effectively navigate challenging political climates.

DIVERSITY

63%

of WBCP candidates placed in positions come from a diverse background

Our clients have great things to say about the quality of the service we provide and the amazing candidates we find them, In fact, many of our clients are return customers. Please feel comfortable reaching out to these organizations to get their feedback directly.

Lastly, we love what we do, and we are passionate about finding exceptional candidates who are also passionate about serving others. WBCP's staff are driven and desire to exceed client expectations. I appreciate your consideration in retaining our services and hope to have an opportunity to work with you in the future.

Best Regards,

Wendi Brown | Founder/President, WBCP, INC.
wendi@wbcpinc.com | 541-664-0376
www.wbcpinc.com

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II. BACKGROUND & QUALIFICATIONS

Principal: Wendi Brown, President

Company Legal Name: WBCP, Inc. (W. Brown Creative Partners)

Tax ID: 81-5454037

Website: www.wbcpinc.com

Phone: 866-929-WBCP (9227) / 541-664-0376

Address:

- **Oregon (3 offices including WBCP, Inc. Headquarters):** 213 E Main St., Rogue River, OR, 97537; City of Grants Pass and City of Tigard
- **California (5 offices):** San Jose, Gilroy, Roseville, Los Angeles and Santa Barbara
- **Washington:** City of Seattle
- **Texas:** City of Dallas



WOMEN OWNED

WBCP is a 100% women-owned business, an S Corporation, not part of a parent company, and is a registered small business through the US Small Business Administration (SBA). WBCP is registered to do business in all states we serve, and files and pays California S Corporation and personal income tax to the State of California.

BUSINESS HISTORY

WBCP, Inc. has been in business since 2004, and serves nonprofit and public sector organizations. WBCP offers a variety of services, including: partial and full service search services for individual contributor, supervisor, management and executive management positions; human resources consulting: organizational development, training, classification and compensation studies, analysis and assessments, etc.

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II. BACKGROUND QUALIFICATIONS

WBCP has over 20 years of experience providing search services for public sector and non-profit organizations. We have successfully secured professionals and provided other consulting services in **California, Arizona, Colorado, Idaho, Nevada, New York, Oregon, Texas, Utah, and Washington.**

Cities of: Anaheim (CA), Arcata (CA), Ashland (OR), Astoria (CA), Atwater (CA), Berkeley (CA), Boulder City (NV), Calistoga (CA), Central Point (OR), Ceres (CA), Chandler (AZ), Colfax (CA), Corte Madera (CA), Culver City (CA), Davis (CA), Dunsmuir (CA), Duvall (WA), Fort Worth (TX), Fremont (CA), Fresno (CA), Garibaldi (OR), Gold Hill (OR), Grants Pass (OR), Hemet (CA), Hubbard (OR), Independence (OR), Irvine (CA), Laguna Beach (CA), Larkspur (CA), Lincoln (CA), Livermore (CA), Livingston (CA), Long Beach (CA), Medford (OR), Milpitas (CA), Napa (CA), Novato (CA), Oakland (CA), Orinda (CA), Oxnard (CA), Palo Alto (CA), Park City (UT), Pasadena (CA), Petaluma (CA), Phoenix (AZ), Phoenix (OR), Pismo Beach (CA), Port Hueneme (CA), Portola Valley (CA), Redding (CA), Riverside (CA), Rochester (NY), Rocklin (CA), Rogue River (OR), Roseville (CA), Sacramento (CA), San Francisco (CA), San Rafael (CA), Santa Maria (CA), Santa Monica (CA), Santa Paula (CA), Santa Rosa (CA), Solvang (CA), Sonoma (CA), South Pasadena (CA), Sutter Creek (CA), Talent (OR), Truckee (CA), Ventura (CA), Vernon (CA), Victorville (CA), West Hollywood (CA), Windsor (CA).

Counties of: Alameda (CA), Colusa (CA), Contra Costa (CA), Del Norte (CA), El Paso (CO), Fresno (CA), Humboldt (CA), Jackson (OR), King (WA), Lake (CA), Lane (OR), Los Angeles (CA), Marin (CA), Mariposa (CA), Mendocino (CA), Merced (CA), Mono (CA), Napa (CA), Nevada (CA), Orange (CA), Placer (CA), Riverside (CA), Sacramento (CA), San Benito (CA), San Bernardino (CA), San Diego (CA), San Francisco (CA), San Joaquin (CA), San Luis Obispo (CA), San Mateo (CA), Santa Barbara (CA), Santa Clara (CA), Santa Cruz (CA), Shasta (CA), Solano (CA), Sonoma (CA), Stanislaus (CA), Tehama (CA), Tuolumne (CA), Yolo (CA), Yuba (CA).

Local and National Councils, Boards, and Districts: Bear Valley Community Services District, Boulder Creek Fire Protection District, California Prison Industry Authority (CALPIA), Cosumnes Community Services District, Hass Avocado Board (HAB), Jackson County Fire District 5, Los Angeles County Employees Retirement Association (LACERA), Mendocino County Air Quality Management District, Metropolitan Transportation Commission (MTC), Modesto Irrigation District, Monterey One Water, Nevada Irrigation District, Newark Chamber of Commerce, North American Blueberry Council/U.S. Highbush Blueberry Council (NABC/USHBC), Oakland Housing Authority, Olivehurst Public Utility District, Orange County Employees Retirement System (OCERS), Placer County Transportation Planning Agency (PCTPA), Port of Long Beach (CA), Rogue Valley Sewer Services, Sacramento Area Flood Control Agency (SAFCA), Sacramento Area Sewer District, Sacramento Employment & Training Agency (SETA), Sacramento Public Library Authority, Sacramento Suburban Water District, San Benito Council of Governments, San Benito County Water District, San Joaquin County Employees' Retirement Association (SJCERA), San Joaquin Tributaries Authority, San Rafael Sanitation District (SRSD), San Ramon Valley Fire Protection District, Sonoma County Library, South Coast Air Quality Management District, Tri-City Mental Health Authority (TCMHA), Truckee-Donner Public Utility District (TDPUD), Tuolumne Utilities District, Valley Water, West Basin Municipal Water District.

Nonprofit and Joint Powers Authorities (JPAs): California Corrections, California Municipal Utilities Association (CMUA), Center Point, Central California Legal Services (CCLS), Community Food Bank, Community Works, Dogs for Better Lives/Dogs for the Deaf, Downtown Streets Team, East Bay Regional Communications Systems Authority, First 5 (Alameda County, California Association, Fresno, Santa Barbara County, San Mateo), Futures Without Violence (Family Violence Protect Fund), Gold Coast Health, Greater Richmond Interfaith Program (GRIP), LA Public Media, Latino Public Broadcasting, Los Angeles Unified School District (LAUSD), Northern Valley Catholic Social Service (NVCSS), Options Recovery, Radio Bilingüe, Sacramento County Superior Court, Sacramento Public Library Authority (SPLA), Santa Barbara Superior Court, Santa Cruz County Animal Services Authority, Teton County Joint Housing Authority (TCJHA), Transitions-Mental Health Association, Valley Consortium for Medical Education (VCME), Water Forum, West Angeles Church of God in Christ.

Private Organizations: CDS Publications, Central California Truck and Trailer, Morton & Pitalo, NAVA, SWEED, Tekmanagement, Touchstone Accounting.

Consulting services (classification and compensation services, competency modeling, job description development, job family development, job analysis): City of Fremont (CA), City of Medford (OR), City of Santa Maria (CA), City of Santa Paula (CA), County of Humboldt (CA), County of Mariposa (CA), County of Santa Barbara (CA), and County of San Luis Obispo (CA).

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II. BACKGROUND & QUALIFICATIONS

INDUSTRIES

- Organizational Leadership
- Economic Development
- Facilities & Operations
- Financial, Administrative Services, Accounting, Auditing
- Health & Human Services, Housing, Unhoused
- HR, Risk, Labor/Employee Relations
- Information Technology
- Legal, Counsel, Clerk
- Library
- Marketing, Communications, PR
- Parks & Rec, Community Services, Arts
- Planning, Environmental, Community Development, Building, Transit
- Public Safety
- Public Works, Transportation, Engineering

BELOW IS A LIST OF SIMILAR RECRUITMENTS WBCP HAS MANAGED:

FINANCIAL, ADMINISTRATIVE SERVICES, ACCOUNTING, AUDITING

- Chief Financial Officer, County of Marin Employees Retirement Agency, CA
- Chief Financial Officer, Social Services Department, County of Santa Barbara, CA
- Chief Financial Officer, Superior Court of California, County of Santa Barbara, CA
- Chief Financial Officer, West Basin Municipal Water District, CA
- Chief Financial Officer, City of West Hollywood, CA
- Chief Financial Officer, Chief of Admin II, Fire Protection District, County of Contra Costa, CA
- Division Chief - Auditor Controller, County of San Joaquin, CA
- Vice President of Finance and Administration, North American Blueberry Council, CA
- Director of Administrative Services and Finance, City of Ashland, OR
- Director of Administrative Services and Finance, City of Solvang, CA
- Director of Administrative Services, City of Irvine, CA
- Director of Contracts and Procurement, Valley Water, CA
- Director of Finance and Technology Services, City of Laguna Beach, CA
- Director of Finance, City of Ashland, OR
- Director of Finance, City of Duvall, WA
- Director of Finance, City of Grants Pass, OR
- Director of Finance, City of Laguna Beach, CA
- Director of Finance, City of Lincoln, CA
- Director of Finance, City of Sacramento, CA
- Director of Finance, City of Sonoma, CA
- Director of Finance, City of Victorville, CA
- Director of Finance, Community Food Bank, CA
- Director of Finance, County of Jackson, OR
- Director of Finance, County of Marin, CA
- Director of Finance, Monterey One Water, CA
- Director of Finance, Nevada Irrigation District, Grass Valley, CA
- Director of Finance, Transitions Mental Health Association, San Luis Obispo, CA
- Director of Finance, Tuolumne Utilities District, CA
- Director of Finance, West Angeles Church of God in Christ, CA

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II. BACKGROUND & QUALIFICATIONS

FINANCIAL, ADMINISTRATIVE SERVICES, ACCOUNTING, AUDITING (CON'T)

- Director of Finance/Financial Controller, North American Blueberry Council/USHBC, CA
- Director of Financial Services, San Diego Port Authority, CA
- Assistant Director of Finance, City of Roseville, CA
- Finance and Compliance Manager, NABC/USHBC, Folsom, CA
- Finance Manager, City of Milpitas, CA
- Finance Manager, County of Santa Barbara, Department of Behavioral Wellness, CA
- Finance Manager, Town of Truckee, CA
- Financial and Administrative Services Manager, First 5 Fresno, CA
- Procurement and Contracts Manager, Valley Water, CA
- Controller, Monterey One Water, CA
- Controller, Nevada Irrigation District, CA
- Senior Accountant, Town of Truckee, CA
- Senior Financial Systems Analyst, County of Santa Barbara, CA
- Senior Principal Accountant, City of San Rafael, CA
- Senior Tax Accountant, Touchstone Accounting, OR
- Internal Audit Chief, County of Santa Barbara, CA
- Audit Supervisor, County of Santa Barbara, CA
- Lead Internal Auditor, County of Santa Barbara, CA
- Financial Systems Analyst I, County of Santa Barbara, CA
- Financial Systems Analyst I/II, County of Santa Barbara, CA
- Accounting & Finance/Treasury Managers, County of Marin, CA
- Purchasing Agent, City of Milpitas, CA
- Payroll Supervisor, County of Santa Barbara, CA
- Accountant Auditor I/II, County of Santa Barbara, CA
- Administrative Technician, Sacramento Area Flood Control Agency (SAFCA), CA
- Secretary, Sacramento Area Flood Control Agency (SAFCA), CA

Check out our full list of recruitments here: https://tinyurl.com/3j9bdd79

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II. BACKGROUND & QUALIFICATIONS.....

RECRUITING WITH DIVERSITY IN MIND

Since partnering with the country's largest network of diversity job boards, ***we have seen a 21% increase in diverse applicants and a 13% increase*** *in diverse candidates placed in positions with our clients. This demonstrates WBCP's dedication to expanding outreach and removing barriers to apply, ensuring access to a highly qualified and diverse applicant pool.*

600 Diversity Job Boards:

When you post a job with WBCP, it is automatically shared across 600 diversity job boards, maximizing reach and ensuring access to a wide and inclusive pool of talent. We also utilize the largest diversity database with over 160 million resumes and 15,000 community based organization contacts to expand our search.

LinkedIn:

As LinkedIn recruiters, we have access to over 1 Billion profiles, allowing us to evaluate candidates' backgrounds, education, experience, licensure, and more.

AI:

WBCP also leverages AI tools to gather additional information to effectively reach future applicants and candidates contact information for emails and phone numbers.

WBCP understands the complexities of meeting the needs of a diverse community, and we provide a thorough, complete, and fair recruitment process.

WBCP

Streamline and Satisfy the RFP Process to receive recruiting on demand. Reach out to WBCP today for more information.

PUBLIC PROMISE PROCUREMENT Powered by NACo

COUNTY OF SAN DIEGO

Scan to learn more!

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II. BACKGROUND & QUALIFICATIONS

WHY CHOOSE WBCP

Proven Expertise:

- **Over 20 Years in Business and 100+ Years of Experience:** With over a century of combined experience, our recruitment professionals excel in public service sectors, including cities, counties, utilities, special districts, joint powers authorities, and non-profits. Our proven track record ensures expertise tailored to your needs.

- **100% Success Rate:** In 2024, we achieved a 100% success rate, successfully filling every position we managed including partial and full scope services from engineering, planning, finance, health and human services, legal, legislative, hard-to-fill civil service positions, and many more! We deliver results no matter what the challenge.

Employer Recognition: WBCP has been recognized as Oregon's TOP 100 EMPLOYERS.

HR Teams Trust Us: We simplify the recruitment process, managing every detail so HR teams can focus on other priorities. From sourcing candidates to scheduling interviews and providing updates, our seamless approach saves time, reduces stress, and ensures results.

Strategic Marketing and Advertising: Our marketing team designs targeted campaigns using diverse, cost-effective channels powered by AI. These campaigns maximize reach while staying within budget and include:

- Diverse Applicant Pools: Access to over 600 diversity-focused job boards, 15,000 diversity affiliations, and 120 million resumes ensures diversity is integral to our process.
- LinkedIn Recruiter Expertise: With access to 230 million U.S. profiles, we connect you with top-tier talent.
- AI-Driven Talent Acquisition: Advanced AI strategies enhance efficiency and uncover new candidate engagement opportunities.

Trusted Partners and Culture Cultivators: We go beyond finding candidates by building trust with your team and stakeholders. Our tailored strategies align top talent with your organizational culture, ensuring a collaborative and thoughtful recruitment process.

Recruiting with Competencies: Ensures a fair, measurable, and effective hiring process. This strategic approach helps identify the client's needs and then assesses candidates on the critical skills and behaviors for success.

Benefits:

- Fairness: Focuses on role-specific competencies.
- Measurability: Provides objective evaluation criteria.
- Better Matches: Aligns talent with organizational and cultural needs.
- Equitable: Reduces bias with standardized assessments.

Recruiting with competencies delivers high-quality, measurable solutions that ensure the best candidates for your team's success and cultural alignment.

Timely and effective background and Reference Checks: WBCP partners with a trusted third party for thorough background checks and relies on a 30-year public safety veteran, retired as a police chief, and an expert in employee investigations, to conduct expert reference verifications. This ensures accuracy, professionalism, and confidence in every hiring decision.

Guaranteed Satisfaction: We stand behind our work with a 12-24 month guarantee. If the initial placement doesn't work out, we will conduct a replacement search at no additional consulting fee, ensuring lasting value for your investment.

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III. BACKGROUND & QUALIFICATIONS

EXECUTIVE LEADERSHIP

WENDI BROWN
President/Sr. Recruiter

RICHARD KUHNS, Psy.D
Vice President of Recruitment & Culture

HEATHER JACK
Director of Finance & Operations

MANAGEMENT/RECRUITERS

JOSETTE REINA-LUKEN
Executive Recruiter

TERI MAUS-NISICH
Sr. Executive Recruiter

LEVI KUHLMAN
Executive Recruiter

LAUREN GERSON
Executive Recruiter

DD GRISSOM
Talent Acquisition Manager

MAGGIE ALEXANDRE
Executive Search Associate

STEPHANIE LAWSON
Recruitment Manager

KARLEE BECKSTEAD
Marketing & Communications Manager

ADMINISTRATIVE PROFESSIONALS

LEAH MURPHY
Project Manager

NAOMI ORR
Project Manager

LANE NOLAN
Project Manager

SHANI PEARCE
Project Manager

MARTHA CHAVARRIA
Talent Acquisition Specialist

SOFIA QURAISHI
Talent Acquisition Specialist

RYAN BROWN
IT Technician II

ANGELA EDWARDS
Talent Acquisition Specialist

MADDY SCHWARZ
Marketing & Events Coordinator

ALEX LE
Copywriter

AIMEE KUHLMAN
Operations Assistant

JAMI GILMAN
Marketing Assistant

JAYCE HERBOLD
Recruitment Assistant

KATIE GARROTTO
Recruitment Assistant

CREATIVE PARTNERS / SENIOR ADVISORS

BRUCE GRIFFITHS
Organizational Development/ IO Psychologist

STEVE BROWN
National Account Manager

BILL LANDIS
Public Safety Investigator

ALAN ROSEN
Executive Recruiter/ Sr. Facilitator

BERNIE LICATA
Organizational Development Consultant

SCOTT BECKSTEAD, JD
Sr. Advisor

MIKE LUKEN
Sr. Facilitator

WILLIAM RACOWSCHI
Fire/Public Safety

CHRISTY WURSTER
Sr. Facilitator

RIVKAH SASS
Retired Library Director/Sr. Facilitator

WBCP STATISTICS

WBCP is a 100% woman-owned business. Staff and consultants are a diverse mix of gender/ethnicity
Age ranges from 24 - 70+



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IV. WBCP KEY STAFF

WENDI BROWN
Lead Consultant/ Sr. Executive Recruiter



I am the President of WBCP, with over 20 years of experience in marketing and advertising and combine this with my background in recruiting to successfully place hard-to-fill, management, and executive positions. My team and I are passionate about helping organizations improve their recruitment services, place great talent, conduct department assessments, redesign antiquated processes, revise job descriptions, conduct salary and benchmark studies, and more. I have worked in various industries – advertising and public relations, national real estate franchisor, global manufacturing – and I have worked with nonprofit and public sector organizations since 1999. Formerly, I was an internal Human Resources Consultant for the County of Orange, California, providing countywide communications, human resources, executive search, and recruiter training services to the Assistant Chief Executive Office/Human Resources Director and, at that time, 25 decentralized departments, with 17,000 employees, serving a community of 300,000. I have a Bachelor's of Science in Business Administration with an emphasis in Marketing from Colorado Technical University; have earned several certificates in Project Management, Global Business, Marketing, and Human Resources; and working toward a Master's in Management at Southern Oregon University

RICHARD KUHNS
Vice President of Recruiting & Culture



Richard Kuhns is a retired County Administrative Officer with over 28 years of experience in the Public Sector. He is currently the VP of Recruiting and Organizational Culture for WBPC. Richard began his career in Law Enforcement, transferring his focus to Administration where he served as the Director of Housing and Community Action, Behavioral Health, General Services, and Solid Waste. Richard has a "find a way, to find a way" mentality. With his vast knowledge and experience in the Public Sector he has an intuitive understanding of working with government leaders, policy makers, and the public. Richard achieved a Bachelor of Science in Business Management, a Master of Arts in Behavioral Science with an emphasis in Conflict Resolution and Negotiations, and a Doctorate in Clinical Psychology. For the past three years Richard has worked as an Executive Recruiter and Behavioral Health Consultant. As a Consultant, he worked with several Northern California Counties creating and implementing the newly state mandated 24/7 Mobile Crisis. He has now focused his time and efforts on assisting WBCP clients in finding and securing the top candidate for your organization.

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IV. WBCP KEY STAFF

TERRI MAUS-NISICH
Sr. Executive Recruiter



Terri Maus-Nisich holds a pivotal role as one of our Senior Executive Recruiters, leveraging her extensive background as a distinguished leader in local government. With a local government career spanning over 40 years, Terri's journey includes transformative roles within the County of Santa Barbara, where she ascended from Parks Director to Assistant County Executive Officer, overseeing vital municipal and health/human service departments. Her remarkable impact encompasses leadership in Homeless Services, Communications, and Emergency Management, driving community engagement, disaster recovery, and support for vulnerable populations. Before her tenure in Santa Barbara, Terri spent 15 years with the City of Santa Clarita in roles ranging from analyst to Deputy City Manager. Throughout her remarkable career, Terri prioritized strategic planning, organizational development, and innovative problem-solving, garnering numerous awards. She holds a Bachelor's Degree from UC Santa Barbara, a Masters of Public Administration from Cal State Northridge, and a graduate certificate from Harvard University's JFK School of Government.

LAUREN GERSON
Executive Recruiter



Lauren Gerson is a seasoned Executive Recruiter at WBCP, where she draws on over 15 years of experience in career services, customer relations, and operations. Her recruiting expertise extends across various industries, with notable success in health and human services, utilities, and finance. Lauren has helped organizations across multiple states fill hard-to-hire positions at every level, from individual contributors to executives. Lauren's diverse professional journey began in operations and events management, where she honed her expertise in human resources, business management, and regulatory compliance. She later transitioned to career services, and prior to joining WBCP, worked with a career coaching company helping job-seekers better leverage their skills and overcome barriers to employment. Lauren holds a Bachelor's degree in Philosophy from Whittier College. She brings a unique perspective to her role, and is committed to making a positive impact both professionally and personally. With her unwavering dedication and client-centric focus, Lauren continues to drive success and excellence in executive recruitment at WBCP.

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IV. WBCP KEY STAFF

LEVI KUHLMAN
Executive Recruiter



Levi Kuhlman is an Executive Recruiter at WBCP, and an experienced professional with a multifaceted career spanning across executive recruitment, real estate, and entrepreneurship. He has worked extensively with local municipalities, special districts, and not-for-profit organizations across the Western region, with a focus in California, Oregon, and Idaho. Levi has conducted many successful recruitments in various industries including planning, rent stabilization and housing, engineering, finance, city management, transportation and transit, community development, building and safety, public safety, risk management, and information technology. Levi serves as a skilled and diplomatic liaison, earning a reputation for his personalized approach to recruiting. Before joining the ranks of WBCP, he advocated on behalf of tenants, landlord, and clients. With a diverse skill set and a commitment to excellence, Levi continues to make significant contributions to WBCP, his clients, and broadening the professional community one recruitment at a time.

REVIEW OTHER EMPLOYEES & CONSULTANT PARTNERS ON OUR WEBSITE: WWW.WBCPINC.COM/WBCP-TEAM

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V. RECRUITMENT STRATEGY / PHASES

WBCP knows how to customize your search strategy to meet your unique recruitment needs. We customize your recruitment based on the specific needs, target audience, and challenges for each recruitment; however, below is a baseline approach for most recruitments.

PHASE I

CLIENT & STAKEHOLDER MEETINGS

We require the Client and/or Search Committee, and other stakeholders identified by the Client, be involved in the initial and final phases of this recruitment. These are critical phases to ensure we obtain a clear sense of the priorities and the successful hire of the right candidate. WBCP will meet with various stakeholders as warranted by the Client and the level of the position in the organization. These meetings will allow us an opportunity to gather information and gain knowledge about the organization, community, and unique aspects of the recruitment to design the ideal candidate professional profile, advertising materials, and strategic approach

FEEDBACK OUTCOME / TIMELINE DEVELOPMENT

Following the Client/stakeholder meetings, we will develop a detailed timeline for the recruitment along with a proposed advertising plan for approval.

CREATIVE DEVELOPMENT

Immediately following the client feedback activities, we will draft the competencies for the recruitment and advertising material/recruitment brochure for the Client's review. This information will summarize what was learned from Client-related interviews and will be used to advertise the opening.

PHASE II

MARKETING STRATEGY & IMPLEMENTATION

WBCP will execute a customized marketing/ad plan once the job announcement is created. An ad plan could include the following (based on assumptions), and will be customized based on information gathered in Phase I:

DIGITAL ADVERTISING WITH DIVERSITY IN MIND

WBCP utilizes digital advertising to obtain diverse applicant pools, leveraging local and national job boards, associations, and social media. In partnership with a diversity platform, our postings reach up to 600 local employment and diversity websites, connecting across 15,000+ community organizations and niche sites, tapping into a job bank of 2 million resumes. Upon our 2024 year-end review, we found that over the last three years 63% of our placed candidates came from diverse backgrounds.

EMAIL & DIRECT MAIL ADVERTISING

In addition to tapping into WBCP's existing pool of potential applicants, we have the capability to access various professional lists. We actively seek out additional lists through associations, contacts, and other strategic channels.

SOURCING/HEADHUNTING

WBCP employs a proactive approach by reaching out to targeted individuals and cultivating new connections through referrals from reputable sources. As a LinkedIn recruiter, we harness the power of over 350 million profiles to identify and engage with ideal candidates. Additionally, WBCP utilizes cutting-edge AI tools for precise Boolean searches, enabling us to uncover niche candidates effectively.

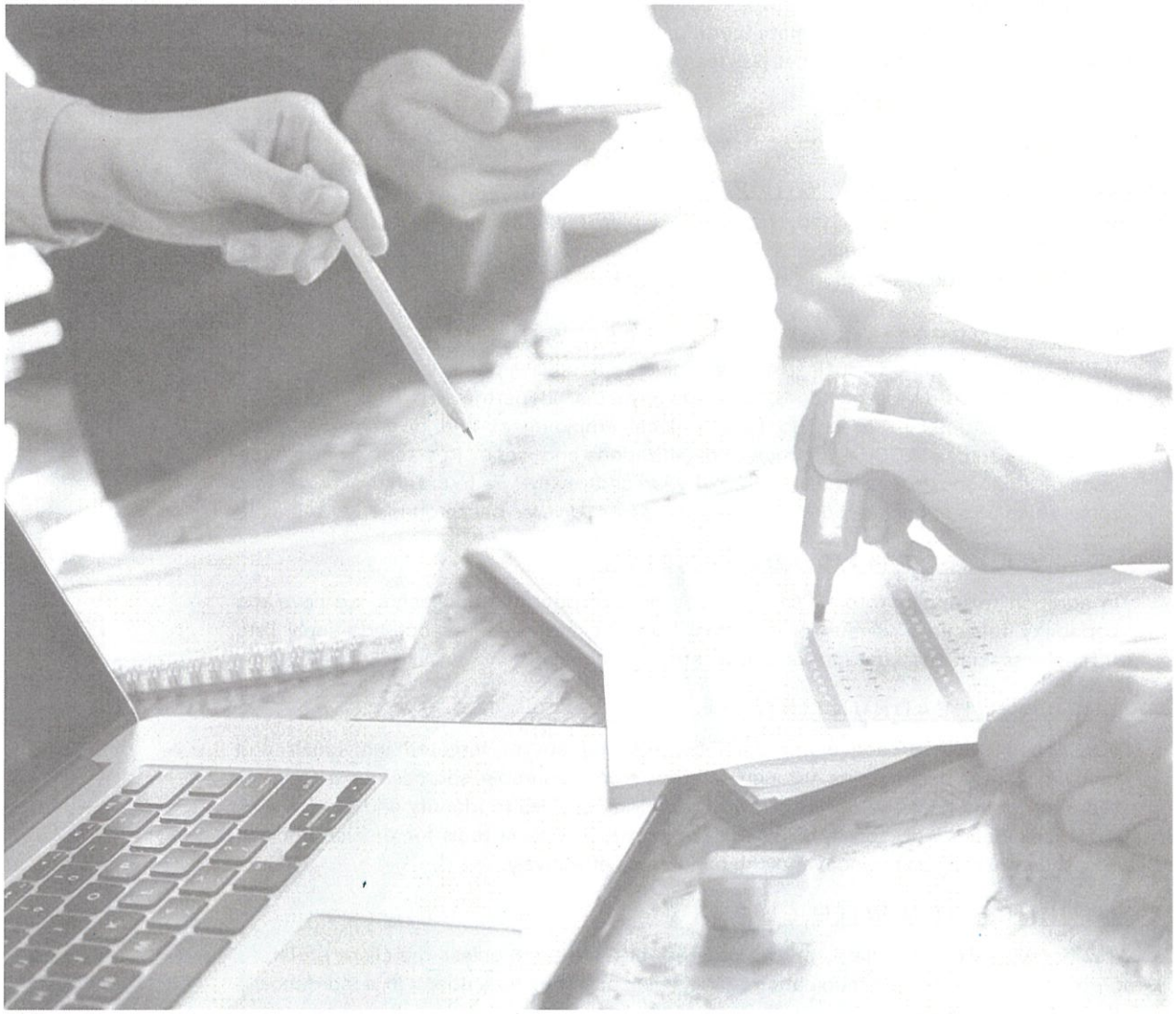
COMMUNICATION WITH CLIENT

We will provide weekly updates on the progress of this search unless the client prefers more or less frequent communications. We tailor our communications in accordance with our Client's needs.

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VI. SCOPE OF WORK

- Facilitate initial kick-off meeting with Client and other meetings that may include Executive Leadership, staff, community, and other stakeholders to assist with identifying the ideal candidate profile.
- Assist Client hiring authority/stakeholders in modifying the job description (as needed), and develop a recruitment announcement, marketing materials, and advertising plan for the recruitment.
- Attend all other meetings and engagements as needed or identified by the Client.
- Implement advertising plan including: publication, sourcing/headhunting, direct mail, and other online and email marketing efforts.
- Provide timely updates and progress reports to the client regarding search services; every two weeks or as Client identifies is needed.



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VII. RECRUITMENT TIMELINE

BELOW IS A SAMPLE OF AN EXECUTIVE SEARCH TIMELINE THAT WBCP WILL CUSTOMIZE FOR THIS RECRUITMENT

Week 1:

- Secure services with search firm, WBCP, Inc.
- WBCP: review search parameters and recruiting processes with Client
  - Interview with hiring authority and other stakeholders for competencies
  - Identification of advertising venues and ideal candidate prospects
  - Calls, meetings, or coordination with other stakeholders for information gathering

Weeks 1 + 2:

- Develop and approvals: recruitment process, deadlines, ad plan and strategy, recruitment timeline and brochure
- Print coordination (if applicable)

Weeks 2 + 3:

- **OPEN RECRUITMENT AND AD PLAN:** Implement marketing plan and direct mail (if applicable)
- Timeline may be extended if direct mail piece is included (i.e., print/postage)

Weeks 4, 5, + 6:

- Receive applications – WBCP may receive applications (if using our applicant tracking system) and/or receive updates from clients on the results of the recruitment.

Weeks 7 + 8:

- **CLOSE RECRUITMENT AND ADVERTISING**



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VIII. REFERENCES

1-City of Sacramento, California

Positions Filled:

- City Auditor

Contact Information:

- Lisa Kaplan, Council Member - D1, LKaplan@cityofsacramento.org

2-County of Santa Barbara, California

Positions Filled:

- Internal Audit Chief
- Audit Supervisor
- Lead Internal Auditor

Contact Information:

- Betsy Schaffer, Auditor-Controller, BSchaffer@co.santa-barbara.ca.us

3-County of San Joaquin, California

Positions Filled:

- Division Chief - Auditor Controller
- Payroll Division Chief
- Director of Finance

Contact Information:

- Monica Nino, former County Administrator at San Joaquin County, Current County Administrator at Contra Costa County, Monica.Nino@cao.cccounty.us | 925-655-2075

IX. MARKETING MATERIAL EXAMPLES

Click below to see our marketing samples for similar positions. To see all of our brochures, visit: wbcpinc.com/closed-jobs-private/ and use the password: wbcp202510*

- Internal Audit Manager, City of Pasadena, CA (active)
- Assistant Auditor-Controller, County of Monterey, CA (active)
- Division Chief - Auditor Controller, County of San Joaquin, CA
- Payroll Division Chief, County of San Joaquin, CA
- City Auditor, City of Sacramento, CA
- Internal Audit Chief, County of Santa Barbara, CA
- Audit Supervisor, County of Santa Barbara, CA
- Lead Internal Auditor, County of Santa Barbara, CA
- Accountant-Auditor, County of Santa Barbara, CA

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X. COST SHEET / TIMELINE POLICY

WBCP will not limit the number of hours we work on a recruitment, rather we charge a flat rate and will spend the time necessary to ensure we are successful. Consulting fees will be billed once the position is open for applications and the advertising campaign has been launched.

SERVICE COST PER RECRUITMENT

ACCOUNTING MANAGER-CONTROLLER

Description of Services/Deliverables:	Inclusive Rate per Recruitment:
Consulting Services: Phases I-II in the proposal's recruitment strategy/phases section.	$5,900 (flat rate)
Expenses Include: Document shipping fees/delivery charges to facilitate virtual meetings; brochure/graphic design ($950); marketing and advertising which may include: print and postage (if applicable); online job boards; social media; sourcing; and may include flat fee pricing for: LinkedIn $395, InMails $300, Circa Diversity Job Boards $295, Zoom Info $299. These expenses will be billed based on what is expended and based on the needs of the client/recruitment.	Up to $4,500 (not to exceed)

Cost and Timeline Policy

To ensure the success and efficiency of our recruitment services, the following policies regarding cost and timelines are in place:

1. **Timeline Development:** Timelines provided to our clients are valid for **10 business days**. If a timeline is not secured or confirmed within this period, it may no longer be available. In such cases, the timeline may be reassigned to another client, and a revised timeline will be provided.

These policies ensure clarity, fairness, and high-quality outcomes for all parties involved.

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XI. OTHER

INSURANCE

WBCP and its sub-consultants have reviewed the contractual agreement and the Insurance Requirements. If selected, WBCP will execute said agreement and will provide the required insurance documents. WBCP will submit certificates of insurance as evidence of the required coverage limits. Insurance policies include: liability, errors and omissions, workers compensation, and vehicle insurance.

CONFIDENTIALITY SAFEGUARDS

Confidentiality is paramount in the work we do. We ensure that the client and candidate information we receive, and conversations with our client (and certainly discussions in closed session) are kept confidential. There are several physical safeguards we have in place including: locked and alarmed office space, password, and encryption protected information on our computers and servers, multiple backup systems. As information is shared with our client, we discuss the importance of confidentiality and why it is important to the candidates they are considering but also brands the organization appropriately. We also ask candidates who are interviewed to keep candidate information confidential, as they may see or meet a candidate during the process. We emphasize that confidentiality is not just until the recruitment is completed, and a candidate is hired, confidentiality is in perpetuity. Leaked information is not a reputation that a client wants to receive, as this could deter future applicants from applying.

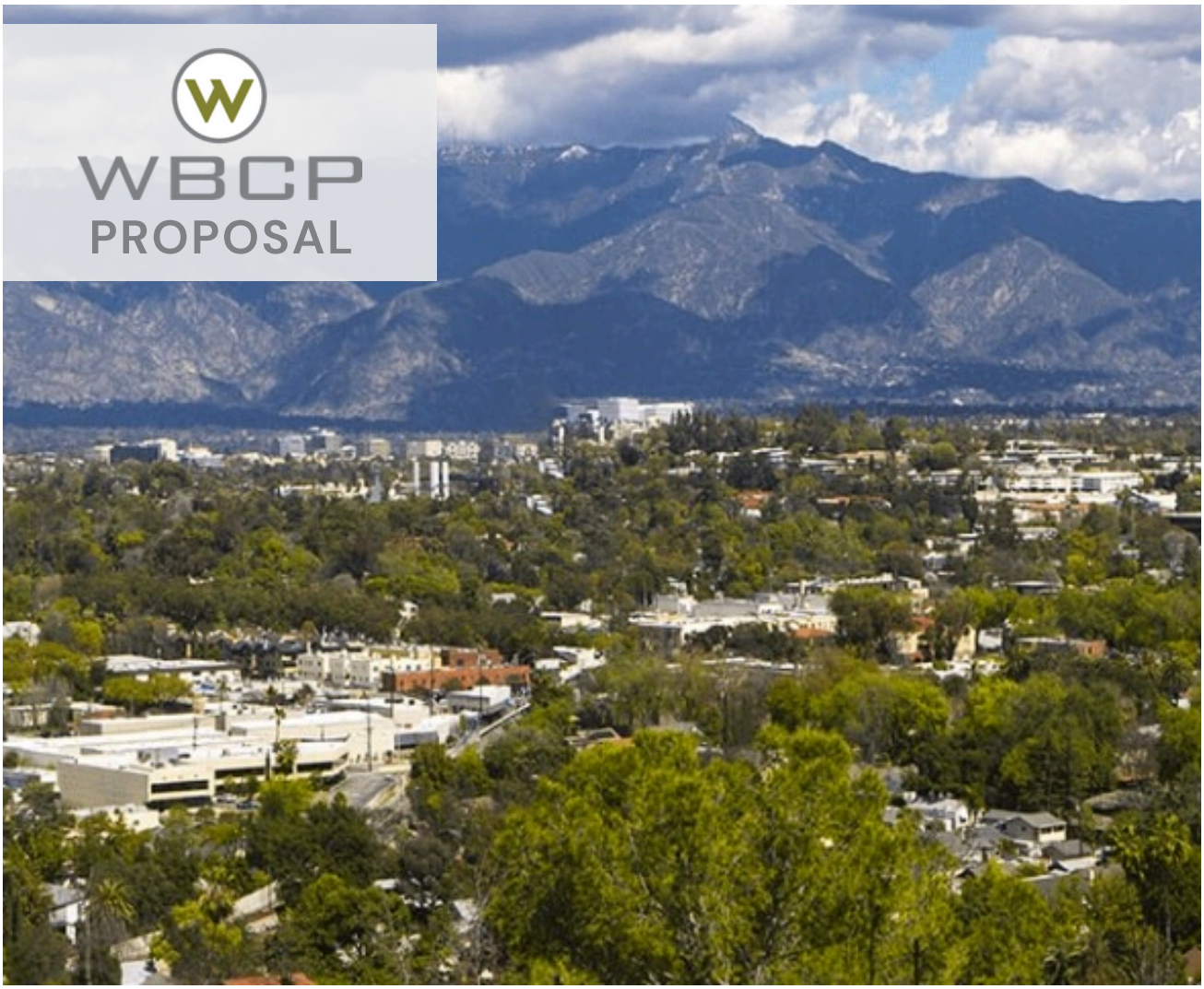
ORGANIZATIONAL DIVERSITY STATEMENT

WBCP embraces cross-cultural diversity and we are committed to equitable treatment and elimination of discrimination in all its forms at all organizational levels and throughout all consulting practices, including search services. We strive to reach diverse groups of people to inform them of leadership opportunities. **Upon our 2024 year-end review, we found that over the last three years 63% of our placed candidates came from diverse backgrounds.** We will make extensive efforts to attract a qualified applicant pool that represents a broad range of gender and ethnically diverse individuals.

Wendi Brown, President — May 13, 2025
Date

Todd Hileman, City Manager — 5/13/2025
Client, Title — Date

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RECRUITMENT SERVICES

City of SOUTH PASADENA

ENGINEERING ASSISTANT, ASSOCIATE CIVIL ENGINEER OR SENIOR CIVIL ENGINEER (2 VACANCIES)

OPTION 1: ADVERTISING & HEADHUNTING

JUNE 5, 2025

Docusign Envelope ID: C47F5D9A-4795-4A02-AA0E-ADE6197D2842

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I. COVER LETTER

JUNE 5, 2025

Josette Reina-Luken
1414 Mission St,
South Pasadena, CA 91030

RE: City of South Pasadena - Engineering Series Recruiting Services

It is our pleasure to submit this proposal for recruitment services to secure your ideal candidates to serve as engineering professionals for the City of South Pasadena. **WBCP has worked on many Engineering recruitments, and we look forward to the opportunity to partner with your organization on this critical position!**

We trust our proposal will showcase our client-focused recruitment process and will act as a testament that we are passionate about what we do to make our clients happy.

Exciting news! WBCP has partnered with the National Association of Counties (NACo) and its Public Promise Procurement (PPP) Program to offer a game-changing solution. With our new streamlined service, you can piggyback on the County of San Diego's Master Service Cooperative Agreement, saving you time, money, and effort. This opportunity is available nationwide for cities, counties, special districts, nonprofits, state agencies, and educational institutions. If this is something that is of interest for this or future procurement processes, please visit our site at: **https://wbcpinc.com/naco/**

It has been proven that great employees are looking for great employers, not just a paycheck. WBCP provides a broader perspective to recruitment services – going beyond securing the ideal candidate – we brand your organization as an employer of choice. We use eye-catching marketing materials, innovative search practices, and responsive and respectful communications with your applicants and stakeholders.

WBCP is talented at working with you to identify the strengths, challenges, and opportunities of this job, the ideal candidate, and your community and organizational culture. WBCP will work with your stakeholders to design a recruitment strategy that will include a customized engagement process. We will have a series of meetings, discussions, stakeholder interviews, and survey(s) to get to know you, the organization, the community, the culture, and the applicable staff.

My team and I know the California candidate marketplace and have many clients in your region, such as the **County of Los Angeles, County of Orange, County of San Bernardino, City of Pasadena, City of Riverside, City of Long Beach, and City of Culver City (just to name a few).** We have exceptional experience successfully recruiting for similar positions, with several recent notable recruitments including, but not limited to:

- **Principal Engineer & Engineering Series, San Rafael Sanitation District, CA**
- **Multiple Engineering/Project Management Roles, City of Petaluma, CA**
- **Multiple Engineering Positions, City of Fort Worth, TX (active)**
- **Senior Engineer, Environmental/Water Utilities, City of Roseville, CA**

To see a full list of our clients and successful recruitments, visit: https://tinyurl.com/3j9bdd79

We have over two decades of experience in public sector executive search services and have provided direct search services through WBCP since 2004. WBCP's executive recruiters are all highly personable and have unique backgrounds that make them well-equipped to take on your recruitments, as you will read their biographies in this proposal. WBCP now has offices in California, Oregon, Washington, Texas, and Colorado.

I. COVER LETTER

Recruiting top talent has become the number-one topic among administrators. New and innovative recruitment strategies are critical to identifying and securing candidates with a deep understanding of how to assess and meet community needs and address future challenges. WBCP understands the complexity of community leadership, and we are prepared to provide a thorough, complete, and fair recruitment process to provide a diverse applicant pool. **Upon our 2024 year-end review, we found that over the last three years 63% of our placed candidates came from diverse backgrounds.** In fact, we are often selected and told that we bring a larger, more qualified and diverse groups of candidates than they have ever received from past professional recruiters.

Clients also choose our firm over others because of our ability to work with your support staff and stakeholder group (including boards, appointed/elected officials, and engaged constituents), manage all details of a recruitment process, and secure great candidates. Our dedication and commitment to the client are complemented by our deep understanding and ability to effectively navigate challenging political climates.

Our clients have great things to say about the quality of the service we provide and the amazing candidates we find them, In fact, many of our clients are return customers. Please feel comfortable reaching out to these organizations to get their feedback directly.

DIVERSITY

63%

of WBCP candidates placed in positions come from a diverse background

Lastly, we love what we do, and we are passionate about finding exceptional candidates who are also passionate about serving others. WBCP's staff are driven and desire to exceed client expectations. I appreciate your consideration in retaining our services and hope to have an opportunity to work with you in the future.

Best Regards,

Wendi Brown | Founder/President, WBCP, INC.
wendi@wbcpinc.com | 541-664-0376
www.wbcpinc.com

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II. BACKGROUND & QUALIFICATIONS.....

Principal: Wendi Brown, President

Company Legal Name: WBCP, Inc. (W. Brown Creative Partners)

Tax ID: 81-5454037

Website: www.wbcpinc.com

Phone: 866-929-WBCP (9227) / 541-664-0376

Address:

- **Oregon (3 offices including WBCP, Inc. Headquarters):** 213 E Main St., Rogue River, OR, 97537; City of Grants Pass and City of Tigard
- **California (5 offices):** San Jose, Gilroy, Roseville, Los Angeles and Santa Barbara
- **Washington:** City of Seattle
- **Texas:** City of Dallas



WOMEN OWNED

WBCP is a 100% women-owned business, an S Corporation, not part of a parent company, and is a registered small business through the US Small Business Administration (SBA). WBCP is registered to do business in all states we serve, and files and pays California S Corporation and personal income tax to the State of California.

BUSINESS HISTORY

WBCP, Inc. has been in business since 2004, and serves nonprofit and public sector organizations. WBCP offers a variety of services, including: partial and full service search services for individual contributor, supervisor, management and executive management positions; human resources consulting: organizational development, training, classification and compensation studies, analysis and assessments, etc.

II. BACKGROUND QUALIFICATIONS.....

WBCP has over 20 years of experience providing search services for public sector and non-profit organizations. We have successfully secured professionals and provided other consulting services in **California, Arizona, Colorado, Idaho, Nevada, New York, Oregon, Texas, Utah, and Washington.**

Cities of: Anaheim (CA), Arcata (CA), Ashland (OR), Astoria (CA), Atwater (CA), Berkeley (CA), Boulder City (NV), Calistoga (CA), Central Point (OR), Ceres (CA), Chandler (AZ), Colfax (CA), Corte Madera (CA), Culver City (CA), Davis (CA), Dunsmuir (CA), Duvall (WA), Fort Worth (TX), Fremont (CA), Fresno (CA), Garibaldi (OR), Gold Hill (OR), Grants Pass (OR), Hemet (CA), Hubbard (OR), Independence (OR), Irvine (CA), Laguna Beach (CA), Larkspur (CA), Lincoln (CA), Livermore (CA), Livingston (CA), Long Beach (CA), Medford (OR), Milpitas (CA), Napa (CA), Novato (CA), Oakland (CA), Orinda (CA), Oxnard (CA), Palo Alto (CA), Park City (UT), Pasadena (CA), Petaluma (CA), Phoenix (AZ), Phoenix (OR), Pismo Beach (CA), Port Hueneme (CA), Portola Valley (CA), Redding (CA), Riverside (CA), Rochester (NY), Rocklin (CA), Rogue River (OR), Roseville (CA), Sacramento (CA), San Francisco (CA), San Rafael (CA), Santa Maria (CA), Santa Monica (CA), Santa Paula (CA), Santa Rosa (CA), Solvang (CA), Sonoma (CA), South Pasadena (CA), Sutter Creek (CA), Talent (OR), Truckee (CA), Ventura (CA), Vernon (CA), Victorville (CA), West Hollywood (CA), Windsor (CA).

Counties of: Alameda (CA), Colusa (CA), Contra Costa (CA), Del Norte (CA), El Paso (CO), Fresno (CA), Humboldt (CA), Jackson (OR), King (WA), Lake (CA), Lane (OR), Los Angeles (CA), Marin (CA), Mariposa (CA), Mendocino (CA), Merced (CA), Mono (CA), Napa (CA), Nevada (CA), Orange (CA), Placer (CA), Riverside (CA), Sacramento (CA), San Benito (CA), San Bernardino (CA), San Diego (CA), San Francisco (CA), San Joaquin (CA), San Luis Obispo (CA), San Mateo (CA), Santa Barbara (CA), Santa Clara (CA), Santa Cruz (CA), Shasta (CA), Solano (CA), Sonoma (CA), Stanislaus (CA), Tehama (CA), Tuolumne (CA), Yolo (CA), Yuba (CA).

Local and National Councils, Boards, and Districts: Bear Valley Community Services District, Boulder Creek Fire Protection District, California Prison Industry Authority (CALPIA), Cosumnes Community Services District, Hass Avocado Board (HAB), Jackson County Fire District 5, Los Angeles County Employees Retirement Association (LACERA), Mendocino County Air Quality Management District, Metropolitan Transportation Commission (MTC), Modesto Irrigation District, Monterey One Water, Nevada Irrigation District, Newark Chamber of Commerce, North American Blueberry Council/U.S. Highbush Blueberry Council (NABC/USHBC), Oakland Housing Authority, Olivehurst Public Utility District, Orange County Employees Retirement System (OCERS), Placer County Transportation Planning Agency (PCTPA), Port of Long Beach (CA), Rogue Valley Sewer Services, Sacramento Area Flood Control Agency (SAFCA), Sacramento Area Sewer District, Sacramento Employment & Training Agency (SETA), Sacramento Public Library Authority, Sacramento Suburban Water District, San Benito Council of Governments, San Benito County Water District, San Joaquin County Employees' Retirement Association (SJCERA), San Joaquin Tributaries Authority, San Rafael Sanitation District (SRSD), San Ramon Valley Fire Protection District, Sonoma County Library, South Coast Air Quality Management District, Tri-City Mental Health Authority (TCMHA), Truckee-Donner Public Utility District (TDPUD), Tuolumne Utilities District, Valley Water, West Basin Municipal Water District.

Nonprofit and Joint Powers Authorities (JPAs): California Corrections, California Municipal Utilities Association (CMUA), Center Point, Central California Legal Services (CCLS), Community Food Bank, Community Works, Dogs for Better Lives/Dogs for the Deaf, Downtown Streets Team, East Bay Regional Communications Systems Authority, First 5 (Alameda County, California Association, Fresno, Santa Barbara County, San Mateo), Futures Without Violence (Family Violence Protect Fund), Gold Coast Health, Greater Richmond Interfaith Program (GRIP), LA Public Media, Latino Public Broadcasting, Los Angeles Unified School District (LAUSD), Northern Valley Catholic Social Service (NVCSS), Options Recovery, Radio Bilingüe, Sacramento County Superior Court, Sacramento Public Library Authority (SPLA), Santa Barbara Superior Court, Santa Cruz County Animal Services Authority, Teton County Joint Housing Authority (TCJHA), Transitions-Mental Health Association, Valley Consortium for Medical Education (VCME), Water Forum, West Angeles Church of God in Christ.

Private Organizations: CDS Publications, Central California Truck and Trailer, Morton & Pitalo, NAVA, SWEED, Tekmanagement, Touchstone Accounting.

Consulting services (classification and compensation services, competency modeling, job description development, job family development, job analysis): City of Fremont (CA), City of Medford (OR), City of Santa Maria (CA), City of Santa Paula (CA), County of Humboldt (CA), County of Mariposa (CA), County of Santa Barbara (CA), and County of San Luis Obispo (CA).

II. BACKGROUND & QUALIFICATIONS.....

INDUSTRIES

- Organizational Leadership
- Economic Development
- Facilities & Operations
- Financial, Administrative Services, Accounting, Auditing
- Health & Human Services, Housing, Unhoused
- HR, Risk, Labor/Employee Relations
- Information Technology
- Legal, Counsel, Clerk
- Library
- Marketing, Communications, PR
- Parks & Rec, Community Services, Arts
- Planning, Environmental, Community Development, Building, Transit
- Public Safety
- Public Works, Transportation, Engineering

BELOW IS A LIST OF <u>SIMILAR</u> RECRUITMENTS WBCP HAS MANAGED:

PUBLIC WORKS, TRANSPORTATION, ENGINEERING

- Chief Operating Officer - Administrative and Contract Services, Valley Water, CA
- Chief Operating Officer - Water Utility Enterprise, Valley Water, CA
- Director of Electric Utility, City of Roseville, CA
- Director of Electric Utility, Truckee Donner Public Utility District (TPUD), CA
- Director of Engineering, City of Ceres, CA
- Director of Engineering, Monterey One Water, CA
- Director of Power Systems, Nevada Irrigation District, CA
- Director of Public Works & Transportation, City of Irvine, CA
- Director of Public Works, City of Ashland, OR
- Director of Public Works, City of Petaluma, CA
- Director of Public Works, City of Roseville, CA
- Director of Public Works, City of Sacramento, CA
- Director of Public Works, City of San Rafael, CA
- Director of Public Works, City of Santa Maria, CA
- Director of Public Works, City of Solvang, CA
- Director of Public Works, County of Nevada, CA
- Director of Public Works, County of Shasta, CA
- Director of Public Works, County of Yuba, CA
- Director of Public Works, County of San Diego, CA
- Director of Transportation, County of Riverside, CA
- Director of Utilities, City of Sacramento, CA
- Planning Director, San Bernardino County, CA
- Assistant Director of Land Use Services, San Bernardino County, CA
- Assistant Director of Public Works – Transportation, City of Davis, CA
- Assistant Director of Public Works, City of Santa Paula, CA
- Assistant Director of Public Works/City Engineer, City of San Rafael, CA
- Assistant Director Public Works, County of Marin, CA
- Assistant General Manager, Water operations, Modesto Irrigation District, CA
- Assistant Operating Officer of Watershed Stewardship & Planning Div., Valley Water, CA
- Assistant Operating Officer - Dam Safety and Capital Delivery, Valley Water, CA
- Assistant Operating Officer - Treated Water, Valley Water, CA
- Utilities Systems Superintendent, City of Calistoga, CA
- Deputy Director Public Works - Civil/Traffic Engineer, County of Marin, CA
- Deputy Director Public Works/Traffic Engineer, City of San Rafael, CA
- Deputy Operating Officer - Raw Water, Valley Water, CA
- Deputy Operating Officer - Water Utility Capital, Valley Water, CA
- Deputy Operating Officer - Watersheds Design and Construction, Valley Water, CA
- Deputy Operating Officer - Watersheds Operations and Maintenance, Valley Water, CA
- Deputy Public Works Directors: Engineering & Transportation and Operations & Zero Waste, City of Berkeley, CA
- Deputy PW Director/Principal Civil Engineer/Traffic Engineer, City of Santa Maria, CA
- Deputy Transportation Officer & Transportation and Mobility Planning Manager, City of Culver City, CA
- Operations and Maintenance Manager, Rogue Valley Sewer Services, OR
- Manager of Engineering (City Engineer), City of Berkeley, CA
- Public Works Manager – Utilities, City of Milpitas, CA

II. BACKGROUND & QUALIFICATIONS.....

PUBLIC WORKS, TRANSPORTATION, ENGINEERING (CON'T)

- Project Director, City of San Rafael, CA
- Transportation and Mobility Planning Manager, City of Culver City, CA
- Unit Manager - Asset Management, Valley Water, CA
- Unit Manager - Engineering Utility Operations and Maintenance Manager, Valley Water, CA
- Unit Manager - Treatment Plant Design & Commissioning Manager, Valley Water, CA
- Engineering/CIP Manager, City of Petaluma, CA
- Industrial / Mechanical Senior Engineer, SWEED, OR
- Town Engineer, Town of Portola Valley, CA
- District Engineer, San Benito County Water District, CA
- Civil Engineer, Project Manager & Assistant Project Manager, Morton and Pitalo, CA
- Civil Engineering Manager – Structures & Capital Group, County of Santa Barbara, CA
- Civil Engineer, County of Tehama, CA
- City Engineer, City of Milpitas, CA
- City Engineer/Deputy Director of Community Development, City of Rocklin, CA
- Civil Engineers - Development Services, Santa Clarity Valley Water Agency, CA
- Senior Civil Engineer and Civil Engineer, County of Marin, CA
- Senior Civil Engineer & Civil Engineer, County of Marin, CA
- Senior Civil Engineer or Associate Civil Engineer, City of San Rafael, CA
- Senior Professional Engineer – Plant Operations Division, City of Fort Worth, TX
- Senior Engineer Dam Safety, Nevada Irrigation District, CA
- Senior Civil Engineer, City of Petaluma, CA
- Senior Civil Engineer, City of San Rafael, CA
- Principal Civil Engineer, City of Santa Maria, CA
- Principal Engineer & Engineering Series, San Rafael Sanitation District, CA
- Principal Engineer, Sacramento Area Flood Control Agency (SAFCA), CA
- Senior Engineer, Water Utilities Division, City of Roseville, CA
- Senior Engineer, Water Utilities Division, County of Santa Barbara, CA
- Senior Engineer – Dam Safety, Nevada Irrigation District, CA
- Senior Engineer, City of Roseville, CA
- Senior Engineer - Environmental/Water Utilities, City of Roseville, CA
- Senior Engineer, Town of Corte Madera, CA
- Senior Engineer, County of Tehama, CA
- Principal Engineer, Sacramento Area Flood Control Agency (SAFCA), CA
- Traffic Engineer, City of Pasadena, CA
- Project Engineer/Power Engineer, City of Palo Alto, CA
- Engineering Series (3 Positions), City of Los Altos, CA
- Senior Environmental Planner, Valley Water, CA
- Senior Professional Engineer – Plant Operations Division, City of Fort Worth, TX
- District Engineer, San Benito County Water District, CA
- Engineering Manager – Plant Operations Division, City of Fort Worth, TX
- Street Maintenance Superintendent, City of Roseville, CA
- Structures and Capital Group Manager, County of Santa Barbara, CA
- Electric Linesperson/Cable Splicer (High Voltage Lineman), City of Palo Alto, CA
- Electric Operations Manager, City of Palo Alto, CA
- Electric Project Engineer, City of Palo Alto, CA
- Assistant Engineer & Junior Engineer, City of San Rafael, CA
- Multiple Civil Engineering & Project Management Positions, City of Petaluma, CA
- Power Engineering Manager, City of Roseville, CA
- General Manager, San Benito County Water District, CA

Check out our full list of recruitments here: https://tinyurl.com/3j9bdd79

II. BACKGROUND & QUALIFICATIONS.....

RECRUITING WITH DIVERSITY IN MIND

Since partnering with the country's largest network of diversity job boards, ***we have seen a 21% increase in diverse applicants and a 13% increase*** *in diverse candidates placed in positions with our clients. This demonstrates WBCP's dedication to expanding outreach and removing barriers to apply, ensuring access to a highly qualified and diverse applicant pool.*

600 Diversity Job Boards:

When you post a job with WBCP, it is automatically shared across 600 diversity job boards, maximizing reach and ensuring access to a wide and inclusive pool of talent. We also utilize the largest diversity database with over 160 million resumes and 15,000 community based organization contacts to expand our search.

LinkedIn:

As LinkedIn recruiters, we have access to over 1 Billion profiles, allowing us to evaluate candidates' backgrounds, education, experience, licensure, and more.

AI:

WBCP also leverages AI tools to gather additional information to effectively reach future applicants and candidates contact information for emails and phone numbers.

WBCP understands the complexities of meeting the needs of a diverse community, and we provide a thorough, complete, and fair recruitment process.

WBCP

Streamline and Satisfy the RFP Process to receive recruiting on demand. Reach out to WBCP today for more information.

PUBLIC PROMISE PROCUREMENT Powered by NACo

COUNTY OF SAN DIEGO

Scan to learn more!

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WHY CHOOSE WBCP

Proven Expertise:

- **Over 20 Years in Business and 100+ Years of Experience:** With over a century of combined experience, our recruitment professionals excel in public service sectors, including cities, counties, utilities, special districts, joint powers authorities, and non-profits. Our proven track record ensures expertise tailored to your needs.

- **100% Success Rate:** In 2024, we achieved a 100% success rate, successfully filling every position we managed including partial and full scope services from engineering, planning, finance, health and human services, legal, legislative, hard-to-fill civil service positions, and many more! We deliver results no matter what the challenge.

Employer Recognition: WBCP has been recognized as Oregon's TOP 100 EMPLOYERS.

HR Teams Trust Us: We simplify the recruitment process, managing every detail so HR teams can focus on other priorities. From sourcing candidates to scheduling interviews and providing updates, our seamless approach saves time, reduces stress, and ensures results.

Strategic Marketing and Advertising: Our marketing team designs targeted campaigns using diverse, cost-effective channels powered by AI. These campaigns maximize reach while staying within budget and include:

- Diverse Applicant Pools: Access to over 600 diversity-focused job boards, 15,000 diversity affiliations, and 120 million resumes ensures diversity is integral to our process.
- LinkedIn Recruiter Expertise: With access to 230 million U.S. profiles, we connect you with top-tier talent.
- AI-Driven Talent Acquisition: Advanced AI strategies enhance efficiency and uncover new candidate engagement opportunities.

Trusted Partners and Culture Cultivators: We go beyond finding candidates by building trust with your team and stakeholders. Our tailored strategies align top talent with your organizational culture, ensuring a collaborative and thoughtful recruitment process.

Recruiting with Competencies: Ensures a fair, measurable, and effective hiring process. This strategic approach helps identify the client's needs and then assesses candidates on the critical skills and behaviors for success.

Benefits:

- Fairness: Focuses on role-specific competencies.
- Measurability: Provides objective evaluation criteria.
- Better Matches: Aligns talent with organizational and cultural needs.
- Equitable: Reduces bias with standardized assessments.

Recruiting with competencies delivers high-quality, measurable solutions that ensure the best candidates for your team's success and cultural alignment.

Timely and effective background and Reference Checks: WBCP partners with a trusted third party for thorough background checks and relies on a 30-year public safety veteran, retired as a police chief, and an expert in employee investigations, to conduct expert reference verifications. This ensures accuracy, professionalism, and confidence in every hiring decision.

III. BACKGROUND & QUALIFICATIONS

EXECUTIVE LEADERSHIP

WENDI BROWN
President/Sr. Recruiter

RICHARD KUHNS, Psy.D
Vice President of Recruitment & Culture

HEATHER JACK
Director of Finance & Operations

MANAGEMENT/RECRUITERS

JOSETTE REINA-LUKEN
Executive Recruiter

TERI MAUS-NISICH
Sr. Executive Recruiter

LEVI KUHLMAN
Executive Recruiter

LAUREN GERSON
Executive Recruiter

DD GRISSOM
Talent Acquisition Manager

MAGGIE ALEXANDRE
Executive Search Associate

STEPHANIE LAWSON
Recruitment Manager

KARLEE BECKSTEAD
Marketing & Communications Manager

ADMINISTRATIVE PROFESSIONALS

LEAH MURPHY
Project Manager

NAOMI ORR
Project Manager

LANE NOLAN
Project Manager

SHANI PEARCE
Project Manager

ANGELA EDWARDS
Talent Acquisition Specialist

SOFIA QURAISHI
Talent Acquisition Specialist

ALEX LE
Copywriter

RYAN BROWN
IT Technician II

MADDY SCHWARZ
Marketing & Events Coordinator

JAMI GILMAN
Marketing Assistant

AIMEE KUHLMAN
Operations Assistant

KATIE GARROTTO
Recruitment Assistant

JAYCE HERBOLD
Recruitment Assistant

CREATIVE PARTNERS / SENIOR ADVISORS

BRUCE GRIFFITHS
Organizational Development/ IO Psychologist

STEVE BROWN
National Account Manager

BILL LANDIS
Public Safety Investigator

ALAN ROSEN
Executive Recruiter/ Sr. Facilitator

BERNIE LICATA
Organizational Development Consultant

SCOTT BECKSTEAD, JD
Sr. Advisor

MIKE LUKEN
Sr. Facilitator

WILLIAM RACOWSCHI
Fire/Public Safety

CHRISTY WURSTER
Sr. Facilitator

RIVKAH SASS
Retired Library Director/Sr. Facilitator

WBCP STATISTICS

WBCP is a 100% woman-owned business. Staff and consultants are a diverse mix of gender/ethnicity
Age ranges from 24 - 70+



IV. WBCP KEY STAFF

WENDI BROWN
Lead Consultant/ Sr. Executive Recruiter



I am the President of WBCP, with over 20 years of experience in marketing and advertising and combine this with my background in recruiting to successfully place hard-to-fill, management, and executive positions. My team and I are passionate about helping organizations improve their recruitment services, place great talent, conduct department assessments, redesign antiquated processes, revise job descriptions, conduct salary and benchmark studies, and more. I have worked in various industries – advertising and public relations, national real estate franchisor, global manufacturing – and I have worked with nonprofit and public sector organizations since 1999. Formerly, I was an internal Human Resources Consultant for the County of Orange, California, providing countywide communications, human resources, executive search, and recruiter training services to the Assistant Chief Executive Office/Human Resources Director and, at that time, 25 decentralized departments, with 17,000 employees, serving a community of 300,000. I have a Bachelor's of Science in Business Administration with an emphasis in Marketing from Colorado Technical University; have earned several certificates in Project Management, Global Business, Marketing, and Human Resources; and working toward a Master's in Management at Southern Oregon University

RICHARD KUHNS
Vice President of Recruiting & Culture



Richard Kuhns is a retired County Administrative Officer with over 28 years of experience in the Public Sector. He is currently the VP of Recruiting and Organizational Culture for WBPC. Richard began his career in Law Enforcement, transferring his focus to Administration where he served as the Director of Housing and Community Action, Behavioral Health, General Services, and Solid Waste. Richard has a "find a way, to find a way" mentality. With his vast knowledge and experience in the Public Sector he has an intuitive understanding of working with government leaders, policy makers, and the public. Richard achieved a Bachelor of Science in Business Management, a Master of Arts in Behavioral Science with an emphasis in Conflict Resolution and Negotiations, and a Doctorate in Clinical Psychology. For the past three years Richard has worked as an Executive Recruiter and Behavioral Health Consultant. As a Consultant, he worked with several Northern California Counties creating and implementing the newly state mandated 24/7 Mobile Crisis. He has now focused his time and efforts on assisting WBCP clients in finding and securing the top candidate for your organization.

IV. WBCP KEY STAFF

TERRI MAUS-NISICH
Sr. Executive Recruiter



Terri Maus-Nisich holds a pivotal role as one of our Senior Executive Recruiters, leveraging her extensive background as a distinguished leader in local government. With a local government career spanning over 40 years, Terri's journey includes transformative roles within the County of Santa Barbara, where she ascended from Parks Director to Assistant County Executive Officer, overseeing vital municipal and health/human service departments. Her remarkable impact encompasses leadership in Homeless Services, Communications, and Emergency Management, driving community engagement, disaster recovery, and support for vulnerable populations. Before her tenure in Santa Barbara, Terri spent 15 years with the City of Santa Clarita in roles ranging from analyst to Deputy City Manager. Throughout her remarkable career, Terri prioritized strategic planning, organizational development, and innovative problem-solving, garnering numerous awards. She holds a Bachelor's Degree from UC Santa Barbara, a Masters of Public Administration from Cal State Northridge, and a graduate certificate from Harvard University's JFK School of Government.

LAUREN GERSON
Executive Recruiter



Lauren Gerson is a seasoned Executive Recruiter at WBCP, where she draws on over 15 years of experience in career services, customer relations, and operations. Her recruiting expertise extends across various industries, with notable success in health and human services, utilities, and finance. Lauren has helped organizations across multiple states fill hard-to-hire positions at every level, from individual contributors to executives. Lauren's diverse professional journey began in operations and events management, where she honed her expertise in human resources, business management, and regulatory compliance. She later transitioned to career services, and prior to joining WBCP, worked with a career coaching company helping job-seekers better leverage their skills and overcome barriers to employment. Lauren holds a Bachelor's degree in Philosophy from Whittier College. She brings a unique perspective to her role, and is committed to making a positive impact both professionally and personally. With her unwavering dedication and client-centric focus, Lauren continues to drive success and excellence in executive recruitment at WBCP.

IV. WBCP KEY STAFF

LEVI KUHLMAN
Executive Recruiter



Levi Kuhlman is an Executive Recruiter at WBCP, and an experienced professional with a multifaceted career spanning across executive recruitment, real estate, and entrepreneurship. He has worked extensively with local municipalities, special districts, and not-for-profit organizations across the Western region, with a focus in California, Oregon, and Idaho. Levi has conducted many successful recruitments in various industries including planning, rent stabilization and housing, engineering, finance, city management, transportation and transit, community development, building and safety, public safety, risk management, and information technology. Levi serves as a skilled and diplomatic liaison, earning a reputation for his personalized approach to recruiting. Before joining the ranks of WBCP, he advocated on behalf of tenants, landlord, and clients. With a diverse skill set and a commitment to excellence, Levi continues to make significant contributions to WBCP, his clients, and broadening the professional community one recruitment at a time.

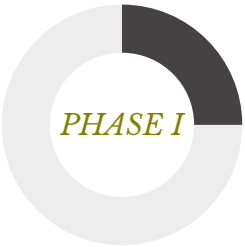
REVIEW OTHER EMPLOYEES & CONSULTANT PARTNERS ON OUR WEBSITE: WWW.WBCPINC.COM/WBCP-TEAM

V. RECRUITMENT STRATEGY / PHASES.....

WBCP knows how to customize your search strategy to meet your unique recruitment needs. We customize your recruitment based on the specific needs, target audience, and challenges for each recruitment; however, below is a baseline approach for most recruitments.

CLIENT & STAKEHOLDER MEETINGS

We require the Client and/or Search Committee, and other stakeholders identified by the Client, be involved in the initial and final phases of this recruitment. These are critical phases to ensure we obtain a clear sense of the priorities and the successful hire of the right candidate. WBCP will meet with various stakeholders as warranted by the Client and the level of the position in the organization. These meetings will allow us an opportunity to gather information and gain knowledge about the organization, community, and unique aspects of the recruitment to design the ideal candidate professional profile, advertising materials, and strategic approach



FEEDBACK OUTCOME / TIMELINE DEVELOPMENT

Following the Client/stakeholder meetings, we will develop a detailed timeline for the recruitment along with a proposed advertising plan for approval.

CREATIVE DEVELOPMENT

Immediately following the client feedback activities, we will draft the competencies for the recruitment and advertising material/recruitment brochure for the Client's review. This information will summarize what was learned from Client-related interviews and will be used to advertise the opening.

MARKETING STRATEGY & IMPLEMENTATION

WBCP will execute a customized marketing/ad plan once the job announcement is created. An ad plan could include the following (based on assumptions), and will be customized based on information gathered in Phase I:

DIGITAL ADVERTISING WITH DIVERSITY IN MIND

WBCP utilizes digital advertising to obtain diverse applicant pools, leveraging local and national job boards, associations, and social media. In partnership with a diversity platform, our postings reach up to 600 local employment and diversity websites, connecting across 15,000+ community organizations and niche sites, tapping into a job bank of 2 million resumes. Upon our 2024 year-end review, we found that over the last three years 63% of our placed candidates came from diverse backgrounds.



EMAIL & DIRECT MAIL ADVERTISING

In addition to tapping into WBCP's existing pool of potential applicants, we have the capability to access various professional lists. We actively seek out additional lists through associations, contacts, and other strategic channels.

SOURCING/HEADHUNTING

WBCP employs a proactive approach by reaching out to targeted individuals and cultivating new connections through referrals from reputable sources. As a LinkedIn recruiter, we harness the power of over 350 million profiles to identify and engage with ideal candidates. Additionally, WBCP utilizes cutting-edge AI tools for precise Boolean searches, enabling us to uncover niche candidates effectively.

COMMUNICATION WITH CLIENT

We will provide weekly updates on the progress of this search unless the client prefers more or less frequent communications. We tailor our communications in accordance with our Client's needs.

VI. SCOPE OF WORK

- Facilitate initial kick-off meeting with Client and other meetings that may include Executive Leadership, staff, community, and other stakeholders to assist with identifying the ideal candidate profile.
- Assist Client hiring authority/stakeholders in modifying the job description (as needed), and develop a recruitment announcement, marketing materials, and advertising plan for the recruitment.
- Attend all other meetings and engagements as needed or identified by the Client.
- Implement advertising plan including: publication, sourcing/headhunting, direct mail, and other online and email marketing efforts.
- Provide timely updates and progress reports to the client regarding search services; every two weeks or as Client identifies is needed.



VII. RECRUITMENT TIMELINE

BELOW IS A SAMPLE OF AN EXECUTIVE SEARCH TIMELINE THAT WBCP WILL CUSTOMIZE FOR THIS RECRUITMENT

Week 1:

- Secure services with search firm, WBCP, Inc.
- WBCP: review search parameters and recruiting processes with Client
  - Interview with hiring authority and other stakeholders for competencies
  - Identification of advertising venues and ideal candidate prospects
  - Calls, meetings, or coordination with other stakeholders for information gathering

Weeks 1 + 2:

- Develop and approvals: recruitment process, deadlines, ad plan and strategy, recruitment timeline and brochure
- Print coordination (if applicable)

Weeks 2 + 3:

- **OPEN RECRUITMENT AND AD PLAN:** Implement marketing plan and direct mail (if applicable)
- Timeline may be extended if direct mail piece is included (i.e., print/postage)

Weeks 4, 5, + 6:

- Receive applications – WBCP may receive applications (if using our applicant tracking system) and/or receive updates from clients on the results of the recruitment.

Weeks 7 + 8:

- **CLOSE RECRUITMENT AND ADVERTISING**



VIII. REFERENCES

1-Monterey One Water, California

Positions Filled:

- Director of Engineering

Contact Information:

- Leara Sampson, Director of Employee Services - Leara@my1water.org | 831-645-4650

2-Sacramento Area Flood Control, California

Positions Filled:

- Principal Engineer
- Director of Engineering (active)

Contact Information:

- Jason Campbell, Deputy Executive Director - campbellja@saccounty.gov | 916-875-6119

3-City of Milpitas, California

Positions Filled:

- City Engineer

Contact Information:

- Kelli Parmley, Director of Human Resources - kparmley@milpitas.gov | 408-586-3086

IX. MARKETING MATERIAL EXAMPLES

Click below to see our marketing samples for similar positions. To see all of our brochures, visit: wbcpinc.com/closed-jobs-private/ and use the password: wbcp202510*

- Public Works Manager - Utilities, City of Milpitas, CA
- Assistant General Manager of Water Operations, Modesto Irrigation District, CA
- Utilities Systems Superintendent, City of Calistoga, CA
- Director of Utilities, City of Sacramento, CA
- Utilities Director, City of Solvang, CA
- Associate or Senior Engineer - Environmental (Sewer/Stormwater/Solid Waste, City of Los Altos, CA
- Principal Engineer & Engineering Series, San Rafael Sanitation District, CA
- Director of Engineering, Monterey One Water, CA
- Senior Engineer, Environmental/Water Utilities, City of Roseville, CA
- Senior Civil Engineer or Associate Civil Engineer, City of San Rafael, CA
- Electric Utility Director, Truckee Donner Public Utility District (TDPUD), CA
- Electric Utility Director, City of Roseville, CA
- Chief Operating Officer - Water Utility Enterprise, Valley Water, CA

X. COST SHEET / TIMELINE POLICY.....

WBCP will not limit the number of hours we work on a recruitment, rather we charge a flat rate and will spend the time necessary to ensure we are successful. Consulting fees will be billed once the position is open for applications and the advertising campaign has been launched.

SERVICE COST FOR 2 RECRUITMENTS

ENGINEERING ASSISTANT, ASSOCIATE CIVIL ENGINEER OR SENIOR CIVIL ENGINEER (2 VACANCIES)

Description of Services/Deliverables:	Inclusive Rate per Recruitment:
Consulting Services: Phases I-II in the proposal's recruitment strategy/phases section.	Position 1: $5,900 +Position 2: $5,900 =**$11,800 (flat rate)**
Expenses Include: Document shipping fees/delivery charges to facilitate virtual meetings; brochure/graphic design ($950); marketing and advertising which may include: print and postage (if applicable); online job boards; social media; sourcing; and may include flat fee pricing for: LinkedIn $395, InMails $300, Circa Diversity Job Boards $295, Zoom Info $299. These expenses will be billed based on what is expended and based on the needs of the client/recruitment.	Position 1: Up to $4,500 + Position 2: Up to $4,500 = **$9,000** -*$1,000 discount Up to $8,000 (direct expenses not-to-exceed)

*This discount is offered exclusively for a combined recruitment.

Cost and Timeline Policy

To ensure the success and efficiency of our recruitment services, the following policies regarding cost and timelines are in place:

1. **Timeline Development:** Timelines provided to our clients are valid for **10 business days**. If a timeline is not secured or confirmed within this period, it may no longer be available. In such cases, the timeline may be reassigned to another client, and a revised timeline will be provided.

These policies ensure clarity, fairness, and high-quality outcomes for all parties involved.

XI. OTHER

INSURANCE

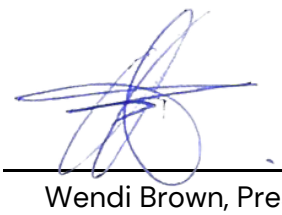
WBCP and its sub-consultants have reviewed the contractual agreement and the Insurance Requirements. If selected, WBCP will execute said agreement and will provide the required insurance documents. WBCP will submit certificates of insurance as evidence of the required coverage limits. Insurance policies include: liability, errors and omissions, workers compensation, and vehicle insurance.

CONFIDENTIALITY SAFEGUARDS

Confidentiality is paramount in the work we do. We ensure that the client and candidate information we receive, and conversations with our client (and certainly discussions in closed session) are kept confidential. There are several physical safeguards we have in place including: locked and alarmed office space, password, and encryption protected information on our computers and servers, multiple backup systems. As information is shared with our client, we discuss the importance of confidentiality and why it is important to the candidates they are considering but also brands the organization appropriately. We also ask candidates who are interviewed to keep candidate information confidential, as they may see or meet a candidate during the process. We emphasize that confidentiality is not just until the recruitment is completed, and a candidate is hired, confidentiality is in perpetuity. Leaked information is not a reputation that a client wants to receive, as this could deter future applicants from applying.

ORGANIZATIONAL DIVERSITY STATEMENT

WBCP embraces cross-cultural diversity and we are committed to equitable treatment and elimination of discrimination in all its forms at all organizational levels and throughout all consulting practices, including search services. We strive to reach diverse groups of people to inform them of leadership opportunities. **Upon our 2024 year-end review, we found that over the last three years 63% of our placed candidates came from diverse backgrounds.** We will make extensive efforts to attract a qualified applicant pool that represents a broad range of gender and ethnically diverse individuals.



Wendi Brown, President — June 5, 2025

Date

Signed by:

Todd Hileman Facility Manager

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Client, Title — 6/25/2025

Date

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Administering Agency:

Contract No. _____

Contract Description: **Recruitment Services for Public Affairs Manager**

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at South Pasadena, California, as of April 21,2025, by and between the City of South Pasadena ("Client"), and WBCP Inc. ("Contractor") (together, "Parties", individual "Party"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.

2. **Payment** Client shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit invoices in thirds after key milestones are conducted: after the recruitment advertising is live, after the shortlist, and after background and references are conducted.. **The amount of the contract shall not exceed $15,400.**

3. **Term** This Contract shall commence on April 21, 2025 All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: June 30, 2025.

4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.

5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.

6. **Electronic Signatures** The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither Party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the Client. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages ☐**shall apply** ☒**shall not apply** to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit E, attached hereto.

9. **Relationship of Parties**

A. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of Client. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of Client, and that the nature of the work is outside the usual course of Client's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to Client employees. Contractor shall hold Client harmless and indemnify Client against such claim by its agents or employees. Client makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

B. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of Client or otherwise to act on behalf of Client as an agent. Neither Client nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of Client.

C. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of Client, Contractor shall indemnify, defend, and hold harmless Client for all payments on behalf of Contractor 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 Client.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and services to be performed under this Contract are personal to Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of Client. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of Client.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a material breach of this Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which Client may elect to suspend payments hereunder, or terminate this Contract, or both.

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11. **Licenses, Permits, Etc.** Contractor represents and warrants to Client that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

12. **Mutual Indemnification**

Each party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other party, its officers, agents, employees, and assigns (collectively, the "Indemnified Party") from and against any and all claims, demands, liabilities, judgments, awards, losses, damages, costs, expenses (including reasonable attorneys' fees and court costs), or other claims (collectively, "Claims") arising out of or resulting from:

For Contractor: WBCP's performance of recruitment services under this Agreement, but only to the extent such Claims are caused by the negligence, willful misconduct, or breach of contractual obligations by WBCP or its employees, agents, or subcontractors.

For the Client: The Client's actions, omissions, or decisions under this Agreement, but only to the extent such Claims are caused by the negligence, willful misconduct, or breach of contractual obligations by the Client or its employees, officers, agents, or representatives.

In the event of concurrent negligence or fault of both parties, the Indemnifying Party's obligation shall be limited to its proportionate share of fault as determined by a court of competent jurisdiction or mutually agreed upon by the parties.

Intellectual Property Claims. Contractor shall also indemnify the Client for any claims that work performed under this Agreement infringes upon any third-party intellectual property rights. If such work is found to infringe, Contractor shall, at its own expense, (i) procure the right for the Client to use the work, or (ii) replace it with a noninfringing equivalent, satisfactory to the Client.

Control of Defense. Each party shall have the right to participate in or assume the defense of any claim at its own expense. The Indemnifying Party shall not settle any claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld.

1. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to Client pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

2. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
    - Contractor shall comply with the provisions thereof at the commencement of services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable

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prevailing wage determinations are available on the California Department of Industrial Relations website at http://www.dir.ca.gov/OPRL/PWD.

- Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
- Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor and each subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
- Client is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

3. **Accessibility** It is the policy of Client that all Client services, programs, meetings, activities and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide Client contracted services directly to the public, Contractor shall certify that said direct services are and shall be accessible to all persons.

4. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation, or any other legally protected category, in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.

5. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of State grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.

6. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.

7. **Financial, Statistical and Contract-Related Records:**

A. **Books and Records** Contractor shall maintain statistical records and submit reports as required by Client. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract- related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

B. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records, including general business records, available for inspection, examination or copying, to Client, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.

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C. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at Client's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from Client. Contractor shall promptly refund any moneys erroneously charged..

8. **Termination**

A. A material breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which Client may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.

B. If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, Client may terminate this Contract by giving **five (5) calendar days written notice to Contractor.**

C. Either Party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of Contractor, Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which Contractor has no control.

D. Client, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if Client or the State of California, as the case may be, does not appropriate funds sufficient to discharge Client's obligations coming due under this contract.

In the event this Contract is terminated:

A. Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

B. Client shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.

C. Client shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by Client as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, Client shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to Client such financial information as in the judgment of Client is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which Client may have in law or equity.

Intellectual Property Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of Client. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contactor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for Client, and Contractor unconditionally and irrevocably transfers and assigns to Client all right, title, and interest, including all copyrights and other intellectual property rights, in or to the 'works made for hire." Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without Client's prior express written consent. To the extent Client provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, to Contractor during this Contract, such information shall remain the property of Client, and upon fifteen (15) days demand therefor, shall be promptly delivered to Client without exception.

9. **Waiver** One or more waivers by one Party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other Party.

10. **Conflict of Interest** Contractor certifies that no official or employee of Client, nor any business entity in which an official of Client has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by Client. This includes prior Client employment in accordance with Clients's Personnel Code.

11. **Entirety of Contract** This Contract contains the entire Contract of Client and Contractor with respect to the subject matter hereof, and no other contract, statement, or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained in this Contract, shall be binding or valid.

12. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all Parties, except as expressly provided in Section 20, Termination.

13. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the City of South Pasadena, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.

14. **Compliance with Applicable Laws** Contractor and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern of affect the services or type of services to be provided by this Contract.

15. **Additional Contractor Responsibilities**
    A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify Client of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
    B. Contractor will immediately notify Client of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding

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its operations. Contractor agrees to work cooperatively with Client in response to any investigation commenced by Client with regard to this Contract or the clients served herein, including providing any/all records requested by Client related thereto.

C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

16. **Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by Client, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Contract, Contractor agrees to protect the confidentiality of any confidential information with which Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this Contract. Violation of the confidentiality of patient or client information may, at the option of Client, be considered a material breach of this Contract.

17. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the Parties as follows:

Name: Todd Hileman
Address: 1414 Mission Street
City, St, Zip: South Pasadena, CA 91030
Email: Thileman@southpasadenaca.gov
Phone: 626-403-7210

WBCP, Inc
213 E Main St
Rogue River, OR 97537
wendi@wbcpinc.com
541-664-0376

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Authority: All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the Parties have executed this Contract to begin on the Effective Date.

City of South Pasadena:

By: Signed by: Todd Hileman _____ Date: 4/25/2025

Name: Todd Hileman
Title: City Manager

CONTRACTOR: WBCP Inc.

By: _____ Date:4/22/2025_____

Name: Wendi Brown_____

Title: President_____

Exhibits

A. Schedule of Services
B. Schedule of Charges and Payments
C. Insurance Requirements

Docusign Envelope ID: AFD49F62-4631-454D-9936-DC35F8E7B940

EXHIBIT A

SCHEDULE OF SERVICES

Included as a separate attachment: WBCP Proposal Option 1.5 Services

Docusign Envelope ID: AFD49F62-4631-454D-9936-DC35F8E7B940

EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

Included as a separate attachment WBCP Proposal Option 1.5 Services

Docusign Envelope ID: AFD49F62-4631-454D-9936-DC35F8E7B940

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

1. **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance MCS-90, covering materials to be transported by Contractor pursuant to the contract.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

4. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, Client requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Client.

City Council Agenda Report

ITEM NO. 10

DATE: August 20, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Erika Ramirez, Community Development Director

SUBJECT: **CONSIDERATION OF APPROVAL OF THE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH THE ARROYO GROUP FOR SERVICES RELATED TO THE HOUSING ELEMENT, IN THE AMOUNT OF $30,000.**

Recommendation

It is recommended that the City Council consider approval of the second amendment to the professional services agreement with the Arroyo Group, for services related to the Housing Element, in the amount of $30,000, for a new total contract amount not to exceed of $219,043.

Executive Summary

As part of the on-going administration of the City's certified Housing Element, the City requires continued assistance to address issues identified by the Department of Housing and Community Development (HCD) to implement certain Housing Element programs and to ensure consistency between the Housing Element and other City documents such as the General Plan, Downtown Specific Plan, and South Pasadena Municipal Code. The proposed amendment will allow staff to continue working with the Consultant to provide the assistance needed to make necessary modifications to finalize documents based on City Council feedback. Other tasks in the Scope of Services include reconciling the Zoning Ordinance, General Plan, DTSP, and the official Zoning Map to ensure internal consistency with the Housing Element across all City guiding documents.

Background

The City has been working on approving and implementing its Housing Element as part of the broader General Plan update, which is required by the State of California for cities to maintain compliance with housing laws and planning requirements. On December 18, 2024, City Council approved an agreement with the Arroyo Group for the amount of $139,370 to serve as the primary consultant for this project, assisting with the technical analyses and drafting of necessary documents. The professional services agreement and budget agreed to by the Arroyo Group was initially approved for a scope of work that encompassed preliminary analyses and recommendations. On May 7, 2025, the City Council approved an amendment of $49, 873 to the contract increasing the maximum contract amount of $189,043 for additional scope that included preparing for public hearings, preparing responsive documents to respective agencies, managing the verification process with HCD and implementing updates to the City's planning documents to address policy changes.

Analysis
An amendment of $30,000 to the agreement with the Arroyo Group is being requested to complete the project to implement Measure SP and changes to the Housing Element and associated documentation. Attachment No. 3 demonstrates the work completed for the current scope of work. The work required by the project has surpassed the amount budgeted from the April 2025 request due to:

- five Planning Commission hearings, as opposed to the two hearings budgeted
- holding an additional community open house requested by the Planning Commission
- coordinating and implementing an extensive review of the City's development standards conducted by the Planning Commission subcommittee

The additional $30,000 in funding will allow The Arroyo Group to complete the following critical activities:

- Comprehensive analysis and presentation preparation for two City Council hearings.
- Responsive adjustments to the Housing Element, Downtown Specific Plan, and other key documents based on Planning Commission and Council feedback.
- Review and coordinate as necessary amendments to the Zoning Code, Zoning Map, and General Plan Land Use Map to implement the project.
- Management of the certification process with HCD to ensure compliance with state law.

These tasks are essential for ensuring that the City complete the remaining tasks required for Housing Element certification and that the final documents reflect the needs and desires of the community, while also complying with state requirements.

Fiscal Impact
The current agreement is for a not-to-exceed amount of $189,043. With the proposed amendment in the amount of up to $30,000, the new proposed total contract amount is $219,043. The Community Development Department FY 2025-26 includes $300,000 for professional services in Account No. 101-7010-7011-8170-000, which provides sufficient funding for the new total contract amount. Staff anticipates the budgeted amount to be enough to cover the necessary work. Should the contract be extended and additional funds are needed for unforeseen circumstances, additional City Council authorization would be required.

Key Performance Indicators and Strategic Plan
This project supports Objective 5 in the 2021-2026 Strategic Plan: *Plan for Affordable Housing to Comply with State Mandates.*

Environmental Analysis
This contract does not constitute a project under the California Environmental Quality Act. No environmental analysis is required.

Attachment:
Attachment No. 1 - Arroyo Group Second Amendment
Exhibit A - Arroyo Group Second Amendment
Attachment No. 2 - Arroyo Group First Amendment
Attachment No. 3 - Professional Services Agreement
Attachment No. 4 - Arroyo Group Scope Compliance Matrix

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

THIS SECOND AMENDMENT is made on this 20th day of August 2025, by and between the CITY OF SOUTH PASADENA ("CITY") and THE ARROYO GROUP. ("CONSULTANT').

RECITALS

WHEREAS, on December 18, 2024, the CITY and CONSULTANT entered into an Agreement for PROFESSIONAL SERVICES ("Agreement") for CONSULTANT to perform Housing Element Revisions Services for the City; and

WHEREAS, the original Agreement was in the amount of $139,170, for the Scope of Services; and

WHEREAS, on May 7, 2025, the CITY approved the First Amendment to the Agreement to increase the compensation by an additional $49,873, for a new aggregate total of $189,043, and to amend the Scope of Services; and

WHEREAS, the CITY desires to enter into this Second Amendment to the Agreement to increase the compensation by an additional $30,000, for a new aggregate total of $219,043 and to further amend the Scope of Services;

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

1. Section 3.1 "Scope of Services" is amended to included attached Exhibit A.

2. Section 3.4 "Maximum Amount" of the Agreement is hereby amended to read as follows:
   "Maximum Amount": The highest total compensation and cost payable to CONSULTANT by CITY under this agreement. The Maximum Amount under this Agreement is Two Hundred Nineteen Thousand Forty- Three Dollars ($219,043)."

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

"City" City of South Pasadena	"Consultant" The Arroyo Group
By:_____ *Signature*	By:_____ *Signature*
Printed: Todd Hileman	Printed: Philip Burns
Title: City Manager	Title: Principal
Date:_____	Date:_____

Attest:

By:_____
Mark Perez, Acting Chief City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

EXHIBIT A

ADDITIONAL SCOPE OF WORK
(SECOND AMENDMENT)

Additional Budget -
City of South Pasadena
Housing Element Amendment
Consultant Services
June 30, 2025

		Assumption of Work Remaining	THE ARROYO GROUP ESTIMATE TO COMPLETE	Principal / PM Philip Burns, AICP $215	Consulting Principal Ian Dickenson $215	Sr Associate - Outreach Anton Anderson $175	Associate - Architecture William Bowser $120	Associate - Planning Margaret Muñoz $120	BUDGET
	A: HOUSING ELEMENT ANALYSIS								**$8,545**
				3	1		8		**$1,820**
A.1	Physical Site Planning Analysis	1 potential model to illustrate potential or directed CC dev standard changes							
A.2	Updates to Housing Element Text for Height Limit								**$0**
A.3	Comprehensive Review and Fixing of Housing Element								
A.4	Pro Forma Analysis	Final memo prep based on CC direction		4					**$860**
A.5	City Coordination Meetings	12 add'l meetings		12				16	**$4,500**
A.7	Alternative Rezoning Concept	None		3				6	
	B: HCD INTERFACE								**$6,725**
B.1	Public Review/Hearing Draft Housing Element								**$0**
B.2	HCD Submittal Housing Element	Amend HE to reflect Rite Aid, amend HE to reflect CC changes		3				6	**$1,365**
B.3	HCD Consultation Meetings	4 throughout review and response phase		4				4	**$1,340**
B.4	Revised Draft Housing Element	Address HCD comments		12				12	**$4,020**
	Non-Labor								**$0**
	C: COMMUNITY OUTREACH AND PRESENTATIONS								**$8,515**
C.1	Community Open Houses (two open houses, in-person)								**$0**
C.2	Listening Walks								**$0**
C.3	Pop-Up Event								**$0**
C.4	City Website Content								**$0**
C.5	Study Sessions with Planning Commission (2) and City Council (2)	Assume two City Council meetings pending, with presentations		29			7	12	**$8,515**
C.6	Planning Commission and City Council Hearings								**$0**
	Non-Labor								**$0**
	D: REGULATORY DOCUMENT AMENDMENTS								**$6,215**
A.5	Updates to Downtown Specific Plan	Prepare final amended DTSP including all figures		8			8		**$2,680**
A.6	Updates to Zoning Code Text	Develop height averaging methodology; provide consultation to implement all PC directives relating to code amendments. Prepare zoning map		12			8		**$3,540**
	Non-Labor								
	TOTAL								**$30,000**

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FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

THIS AMENDMENT ("Amendment") is made on this 7th day of May 2025, by and between the CITY OF SOUTH PASADENA ("CITY") and THE ARROYO GROUP. ("CONSULTANT').

RECITALS

WHEREAS, on December 18, 2024, the CITY and CONSULTANT entered into an Agreement for PROFESSIONAL SERVICES ("Agreement") for CONSULTANT to perform Housing Element Revisions Services for the City; and

WHEREAS, the original Agreement was in the amount of $139,170, for the Scope of Services; and

WHEREAS, the CITY desires to execute an Amendment to increase the total contract in an amount not to exceed $49,873, for a new aggregate total of Agreement and Amendments sum total of $189,043, and add to and amend the scope of work; and

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

1. That Section 3.1 "Scope of Services" is amended to included attached Exhibit A.

2. That Section 3.4 "Maximum Amount" of the Agreement is hereby amended to read as follows:
   "Maximum Amount": The highest total compensation and cost payable to CONSULTANT by CITY under this agreement. The Maximum Amount under this Agreement is One Hundred Eighty Nine Thousand Forty- Three Dollars ($189,043).

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

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"City"
City of South Pasadena

By:_____ Signed by: Todd Hileman 5CF386AC460044B... _____
Signature

Printed: Todd Hileman

Title: City Manager

Date:5/12/2025_____

"Consultant"
The Arroyo Group

By:_____ DocuSigned by: Philip Burns C5C6F015EDF7430... _____
Signature

Printed: Philip Burns

Title: Principal

Date:5/12/2025_____

Attest:

By:_____ Signed by: Hector Gomez 8C28A8A8EFB14A7... _____
Hector Gomez, Chief City Clerk

Date:5/20/2025_____

Approved as to form:

By:_____ DocuSigned by: Roxanne M. Diaz A7800E5CA8A241F... .
Roxanne M. Diaz, City Attorney

Date:5/12/2025_____

Docusign Envelope ID: 0EF43A4C-72A1-4059-8894-31A60BC8E0DA

Additional Budget - City of South Pasadena Housing Element Amendment Consultant Services

		Assumption	THE ARROYO GROUP ESTIMATE TO COMPLETE	Principal / PM Philip Burns, AICP $215	Consulting Principal Ian Dickenson $215	Sr Associate - Outreach Anton Anderson $175	Associate - Architecture William Bowser $120	Associate - Planning Margaret Muñoz $120		BAE URBAN ECONOMICS FINANCIAL FEASIBILITY	Principal-in-Charge (Assoc.) $305	Senior Associate Jacob Richey☐ $230	Support/Analyst☐ $125		TEAM
	A: HOUSING ELEMENT ANALYSIS								**$11,580**					**$915**	**$12,495**
A.1	Physical Site Planning Analysis	proving financial feasibility w/ all recommended development standards ,proving suitability of base height limits, etc.		3	2		16		$2,995						**$2,995**
A.2	Updates to Housing Element Text for Height Limit								$0					$0	**$0**
A.3	Comprehensive Review and Fixing of Housing Element								$0						
A.4	Pro Forma Analysis	Expand feasibility memo to discuss physical feasibility and justify new standards		7					$1,505					$0	**$1,505**
A.5	City Coordination Meetings	12 add'l meetings		12				16	$4,500		3			$915	**$5,415**
A.7	Alternative Rezoning Concept	Evaluation of PC/CC suggested changes to zoning map & effects on RHNA		12					$2,580						
	B: HCD INTERFACE								**$8,835**					**$0**	**$8,835**
B.1	Public Review/Hearing Draft Housing Element	Amend HE to address comments from City staff, Table changes resulting from alt rezoning concepts		8				16	$3,640					$0	**$3,640**
B.2	HCD Submittal Housing Element	Changes as directed post 7 day review		1				2	$455						**$455**
B.3	HCD Consultation Meetings	6 remaining		6				6	$2,010						**$2,010**
B.4	Revised Draft Housing Element	Address HCD comments		6				12	$2,730					$0	**$2,730**
	Non-Labor								$0					$0	**$0**
	C: COMMUNITY OUTREACH AND PRESENTATIONS								**$23,063**					**$3,660**	**$26,723**
C.1	Community Open Houses (two open houses, in-person)								$0					$0	**$0**
C.2	Listening Walks								$0					$0	**$0**
C.3	Pop-Up Event								$0					$0	**$0**
C.4	City Website Content								$0					$0	**$0**
C.5	Study Sessions with Planning Commission (2) and City Council (2)	meeting 0.5x the effort of 3/26 study session. Includes presentations, coordination time, responses, add'l research, etc. Assume BAE attends 2/4.		42	10		20	60	$20,780		12			$3,660	**$24,440**
C.6	Planning Commission and City Council Hearings								$0					$0	**$0**
	Non-Labor								$2,283					$0	**$2,283**
	D: REGULATORY DOCUMENT AMENDMENTS								**$1,820**					**$0**	**$1,820**
A.5	Updates to Downtown Specific Plan	Preparation of graphics to be inserted in document		4			8		$1,820					$0	**$1,820**
A.6	Updates to Zoning Code Text								$0					$0	**$0**
	Non-Labor														
	TOTAL								**$45,298**					**$4,575**	**$49,873**

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PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of South Pasadena / the Arroyo Group)

1. IDENTIFICATION

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

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: Housing Element Revision Services.

2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. DEFINITIONS

3.1. "Scope of Services": The Consultant will serve as the City's expert and lead manager for updating the City's adopted Housing Element and submitting a Housing Element revision to the State. The Consultant will review relevant documents, identify conflicts between the Housing Element and other guiding documents, and propose solutions to make the General Plan, Downtown Specific Plan, and Zoning Code consistent with the Housing Element. Such tasks will require public outreach, technical analysis, and coordination with the Department of Housing and Community Development (HCD). The Consultant is expected to fulfill the tasks, roles, and responsibilities as listed in Exhibit A (attached).

3.2. "Agreement Administrator": The Agreement Administrator for this project is Alison Becker, AICP, Deputy Community Development Director. The Agreement

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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 A 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 Thirty Nine Thousand One Hundred Seventy Dollars ($139,170).

3.5. "Commencement Date": January 1, 2025.

3.6. "Termination Date": Upon completion of the work but no later than December 31, 2025.

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.

4.1. **Time Extensions.** The Community Development Director is authorized to extend the term of this Agreement for a one (1) year extension on the same terms and conditions and if the compensation for the one-year extension is included as a budget expense. In no event shall the term of this Agreement, with the extension, exceed two (2) years.

5. CONSULTANT'S DUTIES

5.1. **Services**. Consultant shall perform the services identified in the Scope of Services Exhibit A. 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.

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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. Philip Burns, AICP, Principal and President, shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.

5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

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5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.

5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.

6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit A. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit A. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the

Docusign Envelope ID: 8D3EDA42-1EDF-41FC-95E0-6F13B32B2B83

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. INTENTIONALLY OMITTED

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.

Docusign Envelope ID: 8D3EDA42-1EDF-41FC-95E0-6F13B32B2B83

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, and hold harmless 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 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 active negligence or willful misconduct of the City.

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11.4 **Intentionally Omitted.**

11.5 **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.

11.6 **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.

11.7 **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: Housing Element Revision Consultant Services.
- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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

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- 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 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:

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City of South Pasadena, Attn: Alison Becker, AICP, Deputy Community Development Director
1414 Mission Street
South Pasadena, CA 91030., 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.

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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:

Alison Becker, AICP, Deputy Director of Community Development
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7220
Facsimile: (626) 403-7241
E-mail: abecker@southpasadenaca.gov

If to Consultant:

Philip Burns, AICP, Principal and President
The Arroyo Group
40 E. Colorado Boulevard
Pasadena, CA 91105
Telephone: (626) 795-9771
E-mail: phil@arroyogroup.com

With courtesy copy to:

Roxanne M. Diaz
South Pasadena City Attorney
Richards, Watson & Gershon
350 South Grand Avenue, 37th Floor
Los Angeles, CA 90071
Telephone: (213) 626-8484
Facsimile: (213) 626-0078

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.

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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

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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.

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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

Signed by:
By: Donald Penman
C9C235A36ABD40C...
Signature

Printed: Donald Penman

Title: Interim City Manager

Date: 1/7/2025

"Consultant"
The Arroyo Group

By: Philip Burns
Signature

Printed: Philip Burns

Title: Principal

Date: 12/20/2024

Attest:

DocuSigned by:
By: Mark Perez
8C28A8A8EFB14A7...
Deputy City Clerk

Date: 1/7/2025

Approved as to form:

DocuSigned by:
By: Roxanne Diaz
A7800E5CA8A241F...
Roxanne M. Diaz, City Attorney

Date: 1/7/2025

Final Scope and Budget -
City of South Pasadena
Housing Element Amendment Consultant Services

EXHIBIT A:
SCOPE OF SERVICES AND FEE SCHEDULE

	Description	THE ARROYO GROUP										PUBLIC WORKS PARTNERS			BAE URBAN ECONOMICS						TEAM
		PLANNING, ENGAGEMENT		Principal / PM	Consulting Principal	Sr Associate - Outreach	Associate - Architecture	Associate - Planning				ENGAGEMENT SUPPORT			FINANCIAL FEASIBILITY						
				Philip Bums, AICP	Ian Dickenson	Aaron Anderson	William Bowser	Margaret Mufioz													
				$215	$215	$175	$120	$120				Principal	$375		Principal-in-Charge (Assoc)	$305	Senior Associate	$230	Support/Analyst	$125	
												Melissa Lee			Aaron Barker		Jacob Kidney				
A: HOUSING ELEMENT ANALYSIS									**$40,685**					**$0**						**$29,265**	**$69,950**
A.1 Physical Site Planning Analysis	Two sites: one Huntington Dr, one Ostrich Farm. Each evaluated under a base, density bonus, and 100% affordable alternative. Derives appropriate development standards provided in presentation.. Adjust after engagement feedback.			8	8		60		$10,640												$10,640
A.2 Updates to Housing Element Text for Height Limit	Updates to public engagement text in various sections of the Element to reflect efforts towards and results of ballot measure, update text related to the ballot measure effort in Program 2.n to reflect results of ballot measure, reflect height limit changes to the Downtown Specific Plan and zoning code in the Housing Element, update development standard tables (residential site and commercial, mixed-use, and business park district) in Housing Element to reflect height limit changes, re-do the realistic capacity analysis taking into account the new height limits and edit Appendix F, following new realistic capacity analysis edit the site inventory table to reflect any necessary changes, edit site inventory maps in Appendix A to reflect any necessary site inventory changes.			20	5	0	15	45	$12,575					$0							$12,575
A.3 Comprehensive Review and Fixing of Housing Element	Review entire Element for errors and other issues, and correct based on guidance from City and HCD			32				40	$11,680												
A.4 Pro Forma Analysis	5-6 pro forma analyses, demonstrating effects of new development standards on financial feasibility			6					$1,290							20	48	85	$27,765		$29,055
A.5 City Coordination Meetings	Assumes 12 coordination meetings, summary notes			12				16	$4,500												$4,500
Non-Labor									$0											$1,500	$1,500
B: HCD INTERFACE									**$12,210**					**$0**						**$0**	**$12,210**
B.1 Public Review/Hearing Draft Housing Element	Compile into public review draft			4				8	$1,820					$0						$0	$1,820
B.2 HCD Submittal Housing Element	Incorporates comments from public, PC and CC up to the amount budgeted			8			8	8	$3,640					$0							$3,640
B.3 HCD Consultation Meetings	Prepare and attend meetings with HCD prior to submittal and post-submittal			12				12	$4,020					$0							$4,020
B.4 Revised Draft Housing Element	Assumes minor changes needed for second submittal, 7-day public review, no new public hearings			6				12	$2,730					$0						$0	$2,730
Non-Labor									$0					$0						$0	$0
C: COMMUNITY OUTREACH AND PRESENTATIONS									**$40,620**					**$7,500**						**$0**	**$48,120**
C.1 Community Open Houses (two open houses, in-person)	Two open houses with same content. Includes development of graphics-based presentations			20		7	24	20	$10,805			15	$5,625							$0	$16,430
C.2 Listening Walks	Two walking tours to HE sites to hear stakeholders discuss issues, and envision development on key sites. Bring precedent projects or site planning studies to stir the imagination.			10	6	6	8		$5,450					$0						$0	$5,450
C.3 Pop-Up Event	Provide materials for pop-up events to be conducted by City staff			3		2	6	8	$2,675					$0						$0	$2,675
C.4 City Website Content	Content for new page on City website related to HE/DTSP update. Post presentations, FAQ			8		2		4	$2,550					$0						$0	$2,550
C.5 Study Sessions with Planning Commission (2) and City Council (2)	Includes development of graphics-based presentations. Assumes one study session with Council about basics of development			26		10	36	24	$14,540					$0							$14,540
C.6 Planning Commission and City Council Hearings	Includes development of graphics-based presentations			5		3	8	7	$3,400			5	$1,875								$5,275
Non-Labor									$1,200					$0						$0	$1,200
D: REGULATORY DOCUMENT AMENDMENTS									**$9,090**					**$0**						**$0**	**$9,090**
A.5 Updates to Downtown Specific Plan	Update regulatory language for height limits and development standards as needed within the Downtown Specific Plan. Assumes no major reworking and all necessary working files are provided.			10			10		$3,350					$0						$0	$3,350
A.6 Updates to Zoning Code Text	Create zoning code section for affordable housing overlay, update height limits/development standards in Housing Opportunity overlay			20				12	$5,740					$0						$0	$5,740
Non-Labor																					
TOTAL									**$102,605**					**$7,500**						**$29,265**	**$139,370**

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Additional Budget -
City of South Pasadena
Housing Element Amendment
Consultant Services
June 30, 2025

		Current Scope Description	Work Completed	Assumption of Work Remaining	THE ARROYO GROUP ESTIMATE TO COMPLETE	Principal / PM Philip Bums, AICP $215	Consulting Principal Ian Dickenson $215	Sr Associate - Outreach Anton Anderson $175	Associate - Architecture William Bowser $120	Associate - Planning Margaret Muñoz $120		TEAM
	A: HOUSING ELEMENT ANALYSIS										**$8,545**	**$8,545**
A.1	Physical Site Planning Analysis	Conduct three rounds of modeling for Huntington, Ostrich Farm; modify SketchUp models and generate high-level calculations for Mission and Fair Oaks	Conducted additional modeling to address & prove feasibility of PC Subcommittee recommended standards, demonstrate changes for Open House #3, and determine height averaging methodology	1 potential model to illustrate potential or directed CC dev standard changes		3	1		8		$1,820	$1,820
A.2	Updates to Housing Element Text for Height Limit	Element to reflect efforts towards and results of ballot measure,	Completed								$0	$0
A.3	Comprehensive Review and Fixing of Housing Element	Review entire Element for errors and other issues, and correct based on guidance from City and HCD	Completed								$0	
A.4	Pro Forma Analysis	Prepare feasibility memorandum with 5-6 pro forma analyses, physical feasibility, context and methodology of findings, demonstrating effects of new development standards on financial feasibility	In addition to assumed changes, updated pro forma memo to address PC Subcommittee development standard changes	Final memo prep based on CC direction		4					$860	$860
A.5	City Coordination Meetings	Assumes 38 coordination meetings	37 meetings held to date	12 add'l meetings		12				16	$4,500	$4,500
A.7	Alternative Rezoning Concept	Alternative rezoning concept with lessened densities on focus sites and additional sites found/justified. Could serve as alternative for community discussion if needed.	Several additional rezoning concepts completed based on PC consideration	None							$1,365	
						3				6		
	B: HCD INTERFACE										**$6,725**	**$6,725**
B.1	Public Review/Hearing Draft Housing Element	Compile into public review draft									$0	$0
B.2	HCD Submittal Housing Element	Incorporates comments from public, PC and CC up to the amount budgeted	Amended HE to reflect PC changes in prep for 6/24 hearing	Amend HE to reflect Rite Aid, amend HE to reflect CC changes		3				6	$1,365	$1,365
B.3	HCD Consultation Meetings	12 HCD coordination meetings	9 meetings to date	4 throughout review and response phase		4				4	$1,340	$1,340
B.4	Revised Draft Housing Element	Assumes minor changes needed for second submittal, 7-day public review, no new public hearings	Pending	Address HCD comments		12				12	$4,020	$4,020
	Non-Labor										$0	$0
	C: COMMUNITY OUTREACH AND PRESENTATIONS										**$8,515**	**$8,515**
C.1	Community Open Houses (two open houses, in-person)	Two open houses with same content. Includes development of graphics-based presentations	One additional open house conducted by request of Planning Commission								$0	$0
C.2	Listening Walks	Two walking tours to HE sites to hear stakeholders discuss issues, and envision development on key sites. Bring precedent projects or site planning studies to stir the imagination.	Completed								$0	$0
C.3	Pop-Up Event	Provide materials for pop-up events to be conducted by City staff	Open house boards comply. Exempted by City staff								$0	$0
C.4	City Website Content	Content for new page on City website related to HE/DTSP update. Post presentations, FAQ	Text was prepared (intro board to open house #1). Exempted by City staff								$0	$0
C.5	Study Sessions with Planning Commission (2) and City Council (2)	Assume 3/26 joint study session, 2 PC hearings and 2 CC hearings. Each new meeting 0.5x the effort of 3/26 study session.	Five hearings conducted with Planning Commission, plus three Subcommittee meetings	Assume two City Council meetings pending, with presentations		29			7	12	$8,515	$8,515
C.6	Planning Commission and City Council Hearings	Includes development of graphics-based presentations	Pending								$0	$0
	Non-Labor										$0	$0
	D: REGULATORY DOCUMENT AMENDMENTS										**$6,215**	**$6,215**
A.5	Updates to Downtown Specific Plan	Update regulatory language for height limits and development standards as needed within the Downtown Specific Plan. Assumes no major reworking and all necessary working files are provided. Staff to prepare final DTSP.	Worked extensively on DTSP standards in concert with PC Subcommittee. Prepared new graphics for document	Prepare final amended DTSP including all figures		8			8		$2,680	$2,680
A.6	Updates to Zoning Code Text	Create zoning code section for affordable housing overlay, update height limits/development standards in Housing Opportunity overlay	Comprehensive review and draft text update for development standards provided; second comprehensive review of standards from PC Subcommittee	Develop height averaging methodology; provide consultation to implement all PC directives relating to code amendments. Prepare zoning map		12			8		$3,540	$3,540
	Non-Labor										-$5	
	TOTAL										**$30,000**	**$30,000**

City Council Agenda Report

ITEM NO. 11

DATE: August 20, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Lucy Hakobian, Community Services Director
Katrina Faulmino, Community Services Supervisor

SUBJECT: **CONSIDERATION OF THE ADOPTION OF A RESOLUTION, APPROPRIATION OF FUNDS, AND ADOPTION OF A BUDGET AMENDMENT IN THE AMOUNT OF $2,000 RECEIVED THROUGH SPONSORSHIPS FOR THE CITY SENIOR EVENT**

Recommendation

It is recommended that the City Council adopt a resolution, appropriate funds, and adopt a budget amendment for the sponsorship funds received in the amount of $2,000 from the Senior Donation Account No. 101-0000-0000-2994-001, and appropriate those funds to the Account No. 101-8030-8021-8264-000 for the City Senior Services special event.

Executive Summary

The Senior Services Division of the Community Services Department solicited sponsorships from the community to help support event expenses and received $2,000. These funds were deposited into the Senior Donation Account No. 101-0000-0000-2994-001 and need to be appropriated in the Senior Services Special Event Account No. 101-8030-8021-8264-000 to be able to use for an upcoming event. An allocation to the respective account is necessary to be able to use the funding.

Background

The Senior Services Division is dedicated to enhancing the quality of life for older adults in the community through various programs and services. A key initiative is the organization of special event luncheons, which are held throughout the year to foster social connections, provide nutritious meals, and promote engagement among older adults. These events collectively contribute to building a strong sense of community and empowering older adults to live healthier, more active lives.

Analysis

The City will host its End of Summer Luau on August 27, 2025. This event features live entertainment, food, raffle prizes, and provides an opportunity for older adults to socialize and receive valuable information. To help offset the cost of these events, the Department solicited sponsorship from the community and received $2,000 in sponsorship funds for the luncheon.

The funding received from these sponsorships will help alleviate the impact to the General Fund, while also still providing an enriching experience for the older adult community in the city. Additionally, these sponsorships can provide more flexibility in planning high quality

events, ensuring a memorable experience for seniors without compromising the overall budget. The ability to rely on sponsorships rather than solely on the General Fund helps maintain financial stability, ensuring that the General Fund can continue to support essential programs and initiatives across the Department. Ultimately, this sponsorship reduces the strain on the General Fund, creating a more balanced approach and fostering positive, sustainable financial environment.

Fiscal Impact
Funds in the amount of $19,000 are available for events in the Fiscal Year 2025-2026 budget in Account No. 101-8030-8021-8264. In addition, sponsorship funds have been collected in the amount of $2,000 and will be allocated in the General Fund, Senior Services Special Event Account No. 101-8030-8021-8264.

Commission Review and Recommendation
This item was not reviewed by a Commission.

Public Notification
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 on the same agenda and reports on the City's website and/or notice in the South Pasadena Review.

Attachment:
Attachment No. 1 - Proposed Resolution

CITY OF SOUTH PASADENA
RESOLUTION NO. __

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, APPROVING AN APPROPRIATION AND A BUDGET AMENDMENT IN THE AMOUNT OF TWO THOUSAND DOLLARS ($2,000) FOR THE CITY SENIOR EVENT

WHEREAS, the City of South Pasadena is committed to supporting events and programs that benefit senior residents; and

WHEREAS, the City has received sponsorship funds in the amount of Two Thousand Dollars ($2,000) from community partners and sponsors for the purpose of supporting the City Senior Event; and

WHEREAS, an appropriation and budget amendment is required to recognize the additional funds received for the City Senior Event.

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

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated as if set forth in full.

SECTION 2. The City Council hereby approves the appropriation of $2,000 from Account No. 101-0000-0000-2994-001 to Account No. 101-8030-8021-8264-000.

SECTION 3. The City Council hereby approves a budget amendment as follows:

Description	Account	Adopted Budget	Proposed Budget	Budget Amendment
City Senior Event	101-8030-8021-8264-000	$19,000	$2,000	$21,000

PASSED, APPROVED AND ADOPTED on this 20th day of August 2025.

Janet Braun, Mayor

ATTEST:

Mark Perez, Acting Chief City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 20th of August 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Mark Perez, Acting Chief City Clerk

City Council Agenda Report

ITEM NO. 12

DATE: August 20, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Lucy Hakobian, Community Services Director
Anthony Lopez, Management Analyst

SUBJECT: **CONSIDERATION TO DECLARE A 2014 VPG MV-1 VAN AS SURPLUS PROPERTY AND DIRECT STAFF TO DISPOSE THE VEHICLE THROUGH THE CITY'S AUTHORIZED AUCTION VENDOR**

Recommendation

It is recommended that the City Council declare a 2014 VPG MV-1 CNG van from the Community Services Department as surplus property and direct staff to sell the vehicle through the City's authorized auction vendor in accordance with South Pasadena Municipal Code Section 2.99-29(15) and City policy.

Executive Summary

This report is to declare one vehicle used by Dial-A-Ride surplus and dispose of that vehicle. This vehicle has been out of service.

Background

The City's purchasing system provides that a city department, with concurrence with the purchasing agent, has authority to sell equipment that has become unsuitable for city use. See, South Pasadena Municipal Code Section 2.99-29(15). The City's Policy on Disposal of Surplus Property provides that if the equipment is not possible to be reassigned within the City, then a surplus determination is required to be made by the City Council.

The Community Services Director reports that the 2014 VPG MV-1 van submitted for surplus is in unsatisfactory condition and therefore no longer useful and unsuitable for the City's use.

The VPG MV-1 CNG (Vehicle 79), which is recommended for disposal, is 11 years old with 60,601 miles. The vehicle has been out of service since July 18, 2024, as the Dial-A-Ride program purchased two new electric Ford Transits to use for the service. The VPG MV-1, which was purchased with Local Proposition A funds, has fulfilled all grant expectations and exceeded the federal standard of useful life benchmark.

Analysis

The Dial-A-Ride program offers low-cost rides to more than 200 active riders (seniors and disabled residents). Currently, the Transit Division has a total of four electric vehicles (EVs) in its fleet. Two of the EVs are smaller eight passenger vans and two EV buses with a capacity of 12-14 passengers.

The VPG MV-1 CNG (Vehicle 79) needs a new intake due to a leak and severe shaking reported by drivers. Since the MV-1 was discontinued in 2016, parts are costly and hard to find, and maintenance expenses are expected to keep rising. Accordingly, Staff is requesting that the City Council deem the vehicle surplus property.

Fiscal Impact
All revenue, made from the auction of this surplus item, will be returned to the Local Proposition A (Prop A) fund as required by Prop A guidelines.

Key Performance Indicators and Strategic Plan
By disposing of this vehicle, Dial-A-Ride would be able to become a fully electric and complete the transition to a zero-emission fleet in line with the Adopted 2021-2026 Strategic Plan Section 2d. This item aligns with the City Council Priorities, specifically Infrastructure Priority 2.K which emphasizes continued efforts to advance electrification and sustainable energy options.

Commission Review and Recommendation
This item was not reviewed by a Commission.

Public Notification
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:
Attachment No. 1 - Policy on Disposal of Surplus Property
Attachment No. 2 - South Pasadena City Code 2.99-29 Purchasing System

Policy on Disposal of Surplus Property

Purpose

- To establish an efficient and effective method for disposal of the City's surplus property.
- To provide for donation of personal surplus property valued at less than $10,000 to other governmental agencies or non-profits providing services directly to South Pasadena.
- To avoid the costs of unnecessary purchases and storage by facilitating the reuse of valuable surplus property and the disposal of surplus property of no resale value.
- To provide quick and easy removal of surplus items from the owning department's premises and to provide compensation from sale.
- To participate in sustainable practices by recycling surplus property in lieu of sending property to landfills.

Eligibility for Surplus Disposition

When it has been determined that an item has served its original purpose and no longer provides value to the City, the item shall be slated for determination of its eligibility for disposition. This policy covers items such as office furniture, office equipment, electronic equipment, City vehicles, computer hardware, and other capital outlays.

Surplus Disposal Methods

If an item is no longer of value to the City the item may be disposed of using one of the following methods:

1. Properly discard the item if it is broken, unusable, and/or hazardous.
2. Retention of the property and reassignment to another City department.
3. Trading the item in for new replacement equipment.
4. Donation in accordance with the Surplus Property Donation limits and procedures of this Policy.
5. Auction.
6. Selling the item through a sealed-bid process.

Oversight of Surplus Property

The Finance Director is responsible for managing the disposition of all City surplus property. Items with a value of less than $5,000 may be declared surplus by the Finance Director and disposed of by one of the Surplus Disposal Methods. Items with a value of $5,000 or more must be declared surplus by the City Council prior to disposal by one of the Surplus Disposal Methods. To dispose of the City's surplus property by auction, the City has contracted with an outside vendor to pick-up and auctions the items. Checks for surplus items will be made payable to the City of South Pasadena. NOTE: For Health and Safety reasons, no hazardous items will be picked up for disposal.

Reassignment of Assets

When a City department makes a determination that an asset is surplus to its needs, notification shall be made to the Finance Director to coordinate placement, storage and disposal. Prior to bringing the item to the City Council for a declaration of surplus, the first option will be to reassign the asset within the City where it can be of most use or value. If it is not possible to be reassigned, the Finance Director shall prepare the asset for a City Surplus determination by the City Council, if it has a value of $5,000 or more.

The decision to designate an item for the City Surplus originates with the department where the material is located, and the department shall complete the surplus request form including a complete description of the item, location, approximate value, etc. If the condition of City Surplus materials is deemed as broken, unusable, hazardous and/or having "no salvage value," then at the discretion of the Finance Director an item may be discarded properly. The Finance Director must be notified and may authorize the disposal of City Surplus materials valued at less than $5,000. The employee requesting that the item be declared surplus must sign the completed form before sending it to the Finance Department.

Statement of the Surplus Request on the Staff Report

Once the form is submitted to the Finance Department, the Surplus Request will be stated on the staff report for any item valued at $5,000 or more. The Council will decide if they will approve the request. Finance will coordinate staff report to dispose of surplus materials on a quarterly basis.

Financial Reporting

The Finance Department will be responsible for all levels of record keeping and sale processes. It is the responsibility of all departments to process and complete the Surplus Request form and submit to the Finance Department.

Surplus Personal Property Eligible for Donation

Surplus personal property valued at less than $10,000 which is not reassigned to another City department use may be eligible for donation in the following priority:

1. to a non-profit formed by the City of South Pasadena for the benefit of its residents.
2. to another governmental agency, including a school district, which provides services to the City of South Pasadena or its residents.
3. to a non-profit (501-C(3)) organization which has either received a grant from the City to provide public services or has entered into a written agreement with the City or the donation would further a special project or City effort to benefit any group or community, including a community event, that the City wishes to provided assistance to.

No surplus personal property with an estimated value of $10,000 or more is eligible for donation.

Process for Donation of Surplus Personal Property

A. For surplus personal property valued at less than $5,000:
   1. Finance Director identifies surplus property available for donation in accordance with this Policy;
   2. Places a notice of availability of surplus property for donation on the City's website for a 30-day period to receive requests for donation and reaches out to potential donees;
   3. Reviews all requests for donation and determines the donee in accordance with the priority of donations; and
   4. The decision of the Finance Director is not appealable.

B. For surplus personal property valued at $5,000 or more, but less than $10,000:
   1. The Finance Director identifies all property available for donation in accordance with this Policy;
   2. Places notice of availability of surplus property for donation on the City's website for a 30-day period to receive requests for donation and reaches out to potential donees; and
   3. Reviews all requests for donation and submits eligible requests to the City Council for its determination.

C. Requirements applicable to all donations.
   1. All requests for donation must state the benefit to be derived from the donated surplus personal property in the request for donation.
   2. Such requests must ensure that the donated surplus personal property benefits the donee as stated in the request for donation and that any donee or donee's agent certify upon acceptance that no one involved in the donation process has received or will receive a profit or fee for the transaction.
   3. Donations of surplus property are made "as is," without any warranty, express or implied. All donees shall execute a waiver of claim or liability against the City and agree to defend, indemnity and hold harmless the City, its officers and employees, form any claim, cause of action, damage, loss or liability arising out of the condition of the property or its use by the donees or subsequent transferee, as a condition of the donation.

Surplus Request Form

Equip No.	Location or VIN Number	Item Description	Condition	Recommended Disposal Method	Grant Funded Y/N	Department
79	57WMD1B68EM100033	2014 VPG MV-1 CNG	Unsatisfactory	Auction	Y	Community Services

Lucy Hakobian

Department Head | **Department Head Signature** | **Date**

Finance Director | **Finance Director Signature** | **Date**

2.99-29 Purchasing system.

(1) Purchasing System Adopted—Purpose. In order to establish efficient procedures for the purchase of supplies, nonprofessional services and equipment at the lowest possible cost commensurate with quality needed, to exercise positive financial control over purchases, to clearly define authority for the purchasing function, and to assure the quality of purchases, a purchasing system is adopted.

(a) Authority to Legally Bind. The authority to legally bind the city is limited to the city council, city manager, finance director (purchasing agent) and department directors, in accordance with the purchase types and dollar thresholds in accordance with this chapter and the adopted purchasing policy.

(b) Unauthorized Purchases. Purchases approved by anyone other than the designated award authorities are unauthorized and do not constitute a valid charge against city funds. The city is under no obligation to pay vendors for unauthorized purchases, and employees who make such purchases will be subject to disciplinary procedures in accordance with the city's personnel policies and may be required to provide reimbursement.

(c) All employees are responsible for impartially ensuring fair competitive access to procurement opportunities by responsible suppliers and contractors. All employees shall abide by the ethical conduct standard stated in the purchasing policy.

(2) Definition of Terms. The following terms, whenever used in these procedures, shall be construed as follows:

(a) "Bidders' list" means a current file of sources of supply of articles for each category of commodities repetitively purchased for city use.

(b) "Department" means any department, commission or other unit of the city government, which derives its support wholly or in part from the city.

(c) "Lowest responsible bidder" means in addition to price, the "lowest responsible bidder" will be determined after the following factors have been considered:

1. The ability, capacity and skill of the bidder to perform the contract or provide the service required;

2. Whether the bidder has the facilities to perform the contract or provide the service promptly, or within the time specified, without delay or interference;

3. The character, integrity, reputation, judgment, experience and efficiency of the bidder;

4. The bidder's record of performance of previous contracts or services;

5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;

6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services;

7. The quality, availability and adaptability of the supplies, equipment or services to the particular use required;

8. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;

9. The number and scope of conditions attached to the bid.

(d) "Open market" means and pertains to purchases or transactions that are executed without recourse to formalized purchasing procedure.

(e) "Over the counter" means and pertains to purchases or transactions that are executed without recourse to competitive bidding and without a purchase order.

(f) "Professional services" means services of engineers, architects, accountants, attorneys, doctors, and other persons or businesses with specialized scientific, expert, technical, or other skills of a similar nature.

(g) Purchases. Purchases of supplies, equipment and personal property shall include leases or rentals as well as transactions by which the city acquires ownership.

(h) "Purchase order" means a document which authorizes the delivery of specified merchandise or the rendering of certain service and the making of a charge for such merchandise or service.

(i) "Requisition" means a written demand or request from the using department to the purchasing agent for specified article or service.

(j) "Responsible bid" means an offer, submitted by a responsible bidder, to furnish supplies, equipment or services in conformity with the specification, delivery terms and conditions and other requirements included in the invitation for bids.

(k) "Responsible bidder" means a bidder who submits a responsible bid and who is not only financially responsible, but is possessed of the resources, judgment, skill, ability, capacity and integrity requisite and necessary to perform the contract according to its terms.

(l) "Services (general)" means any and all services rendered by independent contractors not otherwise specified including but not limited to the following: custodial services, building/equipment maintenance, the repair or maintenance of equipment, machinery and other city-owned or operated property. The term does not include services rendered by city officers or employees, or professional services which are in their nature unique and not subject to competition. This definition excludes contracts to construct public works projects addressed in Chapter 2 SPMC, Article XIII, commencing with SPMC 2.99-34. Public works projects pertain to the construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind, including demolitions, the construction and installation of drainage systems, lighting and signaling systems, sewer and water systems, and park and recreational facilities. Maintenance required to preserve a public improvement is not considered a public work.

(m) "Specification" means a formulated, definite and complete statement of what is required by the city of the vendor, in the way of composition, construction, utility, durability, efficiency, texture, shape, form or dimension.

(n) "Supplies and equipment" means any and all articles or things which shall be furnished to or used by any department, including all printing, binding, publications, stationery, forms, journals or reports.

(o) "Using department" means the department that uses the supplies, equipment or services obtained pursuant to a particular requisition.

(p) "Goods" means materials, equipment and supplies needed by any department, including those items purchased with city funds and furnished to contractors for use with public works projects.

(q) "Purchasing policy" means the South Pasadena Finance Policies and

Procedures Manual, as adopted by the city council on September 7, 2022, and as may be amended from time to time by action of the city council.

(3) Purchasing Department Established. There is created a centralized purchasing department, in which is vested authority for the purchase of supplies, nonprofessional services and equipment.

(4) Purchasing Agent Designated—Powers and Duties.

(a) The director of finance is designated as purchasing agent. The director of finance may delegate the routine administrative responsibilities as specified in this section, the purchasing policy, or in any other applicable purchasing regulations, to another staff person. The purchasing agent shall be the head of, and have general supervisory duties over, the purchasing department. The duties of the purchasing agent may be combined with those of any other office or position.

(b) The purchasing agent shall:

1. Negotiate where appropriate and purchase and contract for equipment, supplies (other than library books and periodicals), nonprofessional services or services not involving peculiar ability required by any office or department of the city in accordance with purchasing procedures prescribed by this section, and such other rules or regulations as shall be prescribed by the city council;

2. Act to procure for the city at least expense and/or best quality to the city the needed quality in equipment, supplies, nonprofessional services or services not involving peculiar ability;

3. Where competitive bidding is required, ensure that it is conducted with full and open competition and in full compliance with applicable law. Where competitive bidding is not required, ensure that the city's procurement of services is undertaken in a fair and transparent manner, based on demonstrated competence and qualifications, at a fair and reasonable price. Discourage uniform bidding, and endeavor to obtain as full and open competition as possible on all purchases;

4. Prepare and recommend to the city manager and city council rules governing the purchase of supplies, services and equipment for the city in accordance with best practices;

5. Keep informed of current developments in the field of procurement

trends, purchasing prices, market conditions and new products;

6. Prescribe and maintain such forms as are reasonably necessary to effectively administer the operation of this section and other rules and regulations;

7. Oversee the disposal of surplus equipment and supplies that have become unsuitable for city use. Recommend the transfer of surplus or unused supplies and equipment between departments as needed, and the sale of all supplies and equipment which cannot be used by any department, or which have become unsuitable for city use.

(c) The responsibility of staff in other departments in support of the efficient and effective administration of the purchasing system may be identified through the purchasing policy.

(5) Filing of Estimated Requirements. Each city department shall file detailed estimates of their requirements in supplies, services and equipment in such manner, at such time, and for such future periods as the purchasing agent shall prescribe.

(6) Exemptions From Centralized Purchasing. The purchasing agent may, in writing and with the approval of the city manager, authorize any city department to purchase or contract for specified supplies, services and equipment independently of the purchasing department, but the purchasing agent shall require that such purchases or contract be made in conformity with the procedures established by this section, and shall further require periodic reports from the department on the purchases and contracts made under such written authorization.

(7) Public Works Projects Exemptions. This section, except subsections (1) through (4) of this section, is expressly made inapplicable to bids for public works projects, governed by the procedures in Public Contract Code Sections 20100 and 22000 et seq. Public works projects shall be awarded according to the procedures of Chapter 2 SPMC, Article XIII, Awarding Public Works Contracts.

(8) Local Vendor Purchasing Preference. Local preference is the practice of procurement from South Pasadena vendors because they are also local taxpayers. Purchases from South Pasadena vendors are strongly encouraged where competitive prices and quality exist. With all specifications and conditions equal except price, a preference will be given to in-city vendors equal to five percent of the quoted price when general fund monies are used for the acquisition. The

rationale for local preference is that one percent of the sales tax on most acquisitions returns to the city general fund as revenue, effectively reducing the cost of acquisition.

(9) Competitive Bidding.

(a) Contracts resulting from competitive bidding will be awarded by the appropriate award authority based on the lowest responsible bidder who submitted a bid that was responsive to the solicitation request. A bid is considered to be responsive if it conforms in all material respects to the solicitation requirements; minor defects may be waived by the purchasing agent. A bidder is considered to be responsible if they possess the demonstrated ability, capacity, experience and skill to provide the goods and/or services required by the solicitation.

(b) Whether soliciting price quotations or conducting sealed bidding, it is a best practice to provide notice to as many qualified bidders as possible to ensure fair and open competition. It is the policy of the city that a minimum of three quotations must be solicited whenever possible; provided, however, all quotations may be dispensed with in an emergency, or where said goods and/or services can be obtained from only one source. With regard to emergency purchases, Public Contracts Code Sections 1102 and 22050 may apply and if applicable, shall be followed.

(c) If fewer than three quotes are received, the using department must provide an explanation with the purchase requisition that good faith efforts were made to obtain the required number of quotations. The requisition must also include documentation of the good faith efforts, i.e., vendor “no bid” response, email(s) sent to prospective vendors, etc. Though professional services are exempt from competitive bidding under the city’s purchasing policy, proposals should be solicited from at least three sources to ensure best value and/or to comply with federal or state law as required.

(d) The city council may authorize purchase of supplies, equipment and services of a value greater than $30,000 without complying with the above procedures when in the opinion of the council, compliance with competitive bidding is not in the best interest of the city.

(e) Conditions.

1. Bid Security. When deemed necessary by the purchasing agent, bidders’ security shall be required. Bidders shall be entitled to return of

bid security upon execution of the contract or upon the readvertisement for bids; provided, that a successful bidder shall forfeit his bid security upon refusal or failure to execute the contract within 10 days after the notice of award of contract has been mailed, unless the city is responsible for the delay. The awarding authority may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible bidder. If the awarding authority awards the contract to the next lowest bidder, the bidder first awarded the contract shall forfeit only the portion of his security, which is equal to the difference between his bid and the bid of the next lowest responsible bidder. If the next lowest bidder is awarded the contract and he fails or refuses to execute the contract, he shall forfeit his entire bid security.

2. Bid Opening Procedure. Sealed bids shall be submitted to the purchasing agent, and shall be identified as bids on the envelope. Bids shall be opened in public at the time and place stated in the public notices. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than 30 calendar days after the bid opening.

3. Rejection of Bids. At its discretion, the awarding authority may reject any and all bids presented, and readvertise for bids.

4. Tie Bids. If two or more bids received are for the same total amount or unit price, quality, service and delivery being equal, and if the public interest will not permit the delay of readvertising for bids, the awarding authority may accept the one it chooses, or accept the lowest bona fide offer by negotiation with the tie bidders at the time of the bid opening.

5. Payment and Performance Bonds. The purchasing agent shall have authority to require a performance bond before entering a contract, in such amount as it shall be found reasonably necessary to protect the best interests of the city. If the purchasing agent requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids.

6. Purchases of goods or services that can be obtained from only one source may be made by the purchasing agent without advertising and after approval by the awarding authority.

(10) Goods and/or General Services—Competitive Bidding and Contract Award Thresholds.

(a) Purchases up to $2,500 (Over the Counter). Purchase of goods, supplies, equipment, or services not involving a unique ability and not exceeding an estimated value of up to $2,500 may be made by the department director over the counter. Quotations are encouraged. Purchases may be made by the relevant department director.

(b) Purchases Between $2,501 and $10,000 (Open Market Procedures). Purchase of goods, supplies, (other than library books and periodicals), equipment, or services not involving a unique ability with an estimated value above $2,500 and not exceeding $10,000 may be made by the department director in the open market after obtaining written quotations. Written quotations shall be submitted to the department director, and routed to the purchasing agent for final verification. Purchases are awarded by the department director. The city attorney shall determine whether the required written agreements for the purchase shall be in purchase order or contract form.

(c) Purchases Between $10,001 and $30,000 (Open Market Procedures). Purchase of goods, supplies, (other than library books and periodicals), equipment, or services not involving a unique ability with an estimated value above $10,000 and not exceeding $30,000 may be made by the purchasing agent in the open market after obtaining written quotations solicited by written notice inviting quotations. Written quotations shall be submitted to the department director, and routed to the purchasing agent for final verification. Purchases are awarded by the purchasing agent. The city attorney shall determine whether the required written agreements shall begin purchase order or contract form.

(d) Purchases Above $30,000 (Formal Sealed Bidding). Purchase of goods, supplies (other than library books and periodicals), equipment, or services not involving a unique ability and exceeding an estimated value of $30,000 shall be made by formal sealed bidding, using city’s standard bidding templates, associated product specifications, and/or scope of services, except as otherwise provided herein. Notification to prospective bidders must be provided by issuing a notice inviting bids, published and processed in accordance with the procedures identified in the purchasing policy, and sent to names on the bidders’ list. Award of contract shall be made by the city council. Written contracts shall be required for purchases made under this section, and reviewed by the city attorney. The purchasing agent is authorized to execute such contracts on behalf of the city, attested to by the city clerk.

(11) Best Value Procurement and Qualifications-Based Selection. Best value procurement and qualifications-based selection shall be undertaken in accordance with the purchasing policy.

(12) Professional Services. Contracts for services of specially trained and professional persons or businesses shall be exempt from bidding. No solicitation method is required but quotations are encouraged; contracts for architects and engineers shall be on a qualifications-based selection process. If the contract is equal to or below $30,000, the contract shall be reviewed by the city attorney and require the approval of, and be executed by, the city manager. All contracts exceeding $30,000 must be reviewed by the city attorney and approved by the city council.

(13) Encumbrance of Funds. Except in cases of emergency and as approved by the city manager and later ratified by the city council, the purchasing agent shall not issue any purchase order for goods, supplies, equipment, nonprofessional services or services not involving a unique ability for which there is an insufficient appropriation in the budgetary account against which said purchase is to be charged. Emergency transactions may be subject to Public Contract Code Sections 1102 and 22050.

(14) Inspection and Testing of Materials and Services. The purchasing agent may inspect supplies and equipment delivered, and determine their conformance with the specifications set forth in the order or contract. The purchasing agent shall have authority to require chemical and physical tests of samples submitted with bids, and samples of deliveries, which are necessary to determine their quality and conformance with specifications.

(15) Surplus Supplies and Equipment. All using departments shall submit to the purchasing agent, at such times and in such forms as he shall prescribe, reports showing all supplies and equipment which are no longer used or which have become obsolete or worn out. The using department, with the concurrence of the purchasing agent, shall have authority to sell all supplies and equipment which cannot be used by any department, or which have become unsuitable for city use, or to exchange the same for or trade the same in on new supplies and equipment. City manager approval is needed for sale of supplies and/or equipment when the total estimated value exceeds $10,000. The purchasing agent shall also have the authority to make transfers between departments of any usable surplus supplies or equipment.

(16) Splitting Orders to Avoid Competitive Bidding or More Rigorous Purchasing

Procedures Prohibited. Purchases of supplies, materials, equipment or services shall not be split into smaller orders or components for the purpose of avoiding competitive bidding or more rigorous purchase procedures.

(17) Equipment Leasing Agreements.

(a) As used in this section:

1. "Leasing of nonpurchasable equipment" means equipment which is available through "lease only" plans;

2. "Leasing purchasable equipment" means equipment which can be acquired through "lease with option to purchase" type plans;

(b) Equipment Leasing. Leasing of purchasable or nonpurchasable equipment shall be in accordance with subsections (7), (8), (9), (10) and/or (19) of this section.

(18) Maintenance Agreements.

(a) As used in this section, "maintenance agreements" means agreements with maintenance service providers for the maintenance of city equipment in good operating condition subject to terms and conditions agreeable to both the provider and the city.

(b) Maintenance agreements shall be signed or terminated before agreement expiration by the purchasing agent with prior approval of the department head responsible for the equipment.

(19) Noncompetitive Procurements. Nothing contained in this section shall prohibit procurement made by sole source, single source, or cooperative procurement methods as addressed through and in accordance with the purchasing policy, where competitive bidding may otherwise be required.

(20) Library Books and Periodicals. The city librarian may purchase library books, periodicals, audiovisual, CD-ROM, and electronic format materials in accordance with the budget approved by the city council.

(21) Nothing contained in this section shall prohibit the city from purchasing supplies, services or equipment, without complying with the herein bidding procedure, from a supplier who offers the same or better price, terms and/or conditions as the supplier previously offered as the lowest responsible bidder under competitive procurement conducted by another city or public agency; provided, that the competitive procurement process of the other agency meets

or exceeds the standards of the city, is for like or greater quantities and that, in the opinion of the purchasing agent, it is in the best interest of the city.

(22) Purchases Utilizing Federal Funding. Uniform guidance requirements contained in the Code of Federal Regulations at 2 CFR 200.318 through 200.327 shall be followed when purchasing goods and services that utilize federal grants funds. (Ord. No. 2048, § B; Ord. No. 2096, § 1; Ord. No. 2180, § 1, 2008; Ord. No. 2187, § 9, 2009; Ord. No. 2299, § 2, 2016; Ord. No. 2369, § 1, 2022.)

City Council Agenda Report

ITEM NO. 13

DATE: August 20, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Reyna Salazar, Senior Management Analyst/ Administrative Supervisor

SUBJECT: **CONSIDERATION OF AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH YUNEX, LLC IN THE AMOUNT OF $19,800 FOR SERVICES RENDERED IN FISCAL YEAR 2024-2025**

Recommendation

It is recommended that the City Council consider approval of an amendment to the Maintenance Agreement with Yunex, LLC for traffic signal and streetlight maintenance services rendered in Fiscal Year 2024-25, in the amount of $19,800.

Executive Summary

On September 4, 2024, City Council approved the maintenance agreement with Yunex, LLC, for a total of $585,000.00, for a term of 3 years; ending June 30, 2025, inclusive of a 2 year automatic extension option; true Term Ending Date June 30, 2027. The agreement established an annual amount to be expended per Fiscal Year, and the amount for FY 2024-2025 has surpassed the original contract amount, as the City incurred costs for the windstorm emergency in January 2025. As such, an amendment is required to pay for the services already rendered, in the amount of $19,800. There is no appropriation required for this amendment, as funding was approved in the mid-year budget adjustment, approved in May 21, 2025.

Background

During January 2025, the City experienced a windstorm event, where additional services from Yunex, LLC, were needed. The total for the additional services is $19,800 and payment is now due to the vendor. The funding for these services was approved in May 21, 2025 with the mid-year budget adjustments, and now the agreement should be amended to provide authority to staff to be able to pay the vendor. Staff did not amend the agreement sooner, as they were waiting for the true actuals . Now that we have actual costs, staff recommends approval of the amendment to proceed in paying the vendor.

The City of South Pasadena owns and operates 33 traffic signals and approximately 800 streetlights, all of which require regular inspection and maintenance to ensure proper functionality and safety. The City has been engaged in a long-standing relationship with Yunex, LLC (formerly Signal Maintenance, Inc.) for the provision of these services. The relationship began in 1987 when the City first contracted with Signal Maintenance, Inc. Over the years, the company underwent several changes in business entity and name, eventually becoming Yunex, LLC, a Siemens business.

This proposed amendment with Yunex, LLC will allow staff to pay for the rendered services during the windstorm event of January 2025.

Analysis
The proposed amendment with Yunex, LLC, in the amount of $19,800, covers the cost for services the City received during the January 2025 windstorm. Emergency services for this event included on site inspections and troubleshooting the traffic signals and cabinets as they lost electrical power and some physically damaged. Yunex inspected the sites and provided recommendations on solutions. Urgent repairs included installation of new traffic signal cabinet damaged during the windstorm that left Fremont Ave. and Oak St. intersection with no Traffic Light function. They timely response by Yunex to assist this intersection with non-functioning traffic reduced risk to public safety to both motorist and pedestrians, minimized traffic disruptions, and ensured code compliant installation.

It is expected that the City will not exceed its cost for the remainder years with Yunex. Fiscal Year 2024-2025 was not an average year, as the City experienced a type of natural disaster and had to respond. Approval of this amendment will allow the City to pay Yunex for these services.

Fiscal Impact
This is a FY 2024-2025 expense and sufficient funding allocated in the FY 2025-2026 Proposed Budget in Account No. 215-6010-6201-8180 (Traffic Signal Contract Services) during the mid-year budget adjustment process to fund these emergency services.

Commission Review and Recommendation
This item was not reviewed by a commission.

Public Notification
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:
Attachment No. 1 - Proposed Amendment
Attachment No. 2 - Agreement with Yunex LLC

FIRST AMENDMENT TO MAINTENANCE SERVICES AGREEMENT FOR CONTRACT SERVICES

THIS FIRST AMENDMENT ("Amendment") to the Maintenance Agreement is made and entered into as July 22, 2025 ("Effective Date"), by and between the CITY OF SOUTH PASADENA ("CITY") and YUNEX, LLC. ("CONTRACTOR").

RECITALS

WHEREAS, on August 21, 2024, the CITY and CONTRACTOR entered into a Maintenance Agreement dated August 21, 2024 ("Agreement"), for Citywide Monthly and On-Call Traffic Signal and Streetlight Inspection, Maintenance, and Repair; and

WHEREAS, the "Maximum Compensation" for Fiscal Year 2024-2025 was originally in the amount of $195,000;

WHEREAS, the CITY desires to amend the Agreement to increase the Maximum Compensation for services provided during Fiscal Year 2024-2025;

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

Section 1. Section 3.3 entitled "Maximum Amount" as set forth in the Agreement is hereby amended to read as follows:

> "The highest total compensation and costs payable to Contractor by City under this Agreement. The Maximum Amount under this Agreement is Two Hundred and Fourteen Thousand Eight Hundred Dollars ($214,800) in Fiscal Year 2024-2025, One-Hundred-and-Ninety-Five Thousand Dollars ($195,000.00) in Fiscal Year 2025-2026, and One-Hundred-and-Ninety-Five Thousand Dollars ($195,000.00) in Fiscal Year 2026-2027."

Section 2. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

The parties have executed this Agreement as of the Effective Date set forth above.

"City"	"Consultant"
City of South Pasadena	Yunex, LLC.
By:_____	By:_____
Signature	*Signature*
Printed:_____	Printed:_____
Title:_____	Title:_____

Attest:

By:_____
Mark Perez, Acting Chief City Clerk

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

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MAINTENANCE AGREEMENT
Providing Payment of Prevailing Wages

(City of South Pasadena / Yunex, LLC)

1. IDENTIFICATION

This MAINTENANCE AGREEMENT ("Agreement") is entered into by and between the City of South Pasadena, a California municipal corporation ("City"), and **Yunex, LLC, a traffic systems maintenance contractor** ("Contractor").

2. RECITALS

2.1. City has determined that it requires the following recurring maintenance services from a contractor: **Traffic Signal and Streetlight Inspection, Maintenance, and Repair**.

2.2. Contractor represents that it is fully qualified to perform such maintenance services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it is willing to accept responsibility for performing such maintenance services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

3.1. "Scope of Services": Such maintenance services as are set forth in S**cope of Services attached hereto as Exhibit A** and incorporated herein by this reference.

3.2. "Agreement Administrator": The Agreement Administrator for this project is **H. Ted Gerber, Public Works Director**. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Contractor

3.3. "Maximum Amount": The highest total compensation and costs payable to Contractor by City under this Agreement. The Maximum Amount under this Agreement is **One-Hundred-and-Ninety-Five Thousand Dollars ($195,000.00) in Fiscal Year 2024-2025, One-Hundred-and-Ninety-Five Thousand Dollars ($195,000.00) in Fiscal Year 2025-2026, and One-Hundred-and-Ninety-Five Thousand Dollars ($195,000.00) in Fiscal Year 2026-2027**.

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3.4. "Commencement Date": **August 21, 2024**.

3.5. "Termination Date": **June 30, 2025**. The term of this agreement shall be extended automatically up to two (2) times for an additional twelve (12) month period, to June 30, 2026, and June 30, 2027, respectively, unless the City, under its sole discretion, informs Contractor that it has decided to opt out of such automatic extension by providing written notice no later than sixty (60) days prior to expiration.

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 15 ("Termination") below.

5. CONTRACTOR'S DUTIES

5.1. **Services**. Contractor 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, Contractor shall coordinate all contact with City through its Agreement Administrator.

5.3. **Budgetary Notification**. Contractor shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Contractor shall concurrently inform the Agreement Administrator, in writing, of Contractor'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.** Contractor shall obtain and maintain in force a City business license for the duration of this Agreement.

5.5. **Professional Standards.** Contractor shall perform all work to the highest standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor 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

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Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

5.6. **Appropriate Personnel.** Contractor 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 Contractor or under its supervision or by subcontractor(s) of Contractor, and all personnel engaged in the work shall be qualified to perform such services. **Joshua Ferras, Project Manager** shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent, not to be unreasonably withheld.

5.7. **Prevailing Wages.** This Agreement is subject to the prevailing wage law as more fully set forth in Section 8 (Labor Code), for all work performed under this Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Contractor acknowledges that prevailing wage determinations are available for work performed under this Agreement.

5.8. **Permits and Approvals.** Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary, if any, for Contractor's performance of this Agreement including, but not limited to, professional licenses and permits.

5.9. **Notification of Organizational Changes.** Contractor shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Contractor's firm or of any subcontractor. Change of ownership or control of Contractor's firm may require an amendment to this Agreement.

5.10. **Records.** Contractor 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 Contractor 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.

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6. SUBCONTRACTING AND ASSIGNMENT

6.1. General Prohibition On Assignment. This Agreement covers services of a specific and unique nature. Except as otherwise provided herein, Contractor shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

6.2. Contractor Responsible. Contractor shall be responsible to City for all services to be performed under this Agreement.

6.3. Subcontracting. Contractor shall not subcontract any portion of the performance contemplated and provided for herein unless (1) such subcontracting is specifically described in the proposal attached hereto or (2) the City provides prior written approval, not to be unreasonably withheld. In any event, Contractor shall supervise all work subcontracted by Contractor in performing the services described in the Scope of Services and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work shall not relieve Contractor from any of its obligations under this Agreement with respect to the services described in the Scope of Services. Contractor is obligated to ensure that any and all subcontractors performing any services under this Agreement shall be fully insured in all respects and to the same extent as set forth under Section 13 (Insurance), to City's satisfaction.

6.4. Compensation for Subcontractors. Contractor 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 Contractor for the services provided under this Agreement, and Contractor agrees to accept payment, the Maximum Amount in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Contractor shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

7.2. Invoices. Contractor 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. Contractor shall include a copy of each subcontractor invoice, if any, for which reimbursement is sought in the invoice.

Invoices shall be submitted electronically to PWAP@southpasadenaca.gov

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7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Contractor except as otherwise required by law. Contractor 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 Contractor.

8. LABOR CODE

8.1. **Prevailing Wage Law.** Prevailing Wage Law. This Agreement is subject to the requirements of the prevailing wage laws, including, but not limited to, Labor Code Section 1720 et seq., and Labor Code Section 1770 et seq., as well as Code of Regulations, Title 8, Section 16000 et seq., which require payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Contractor shall defend, indemnify, and hold harmless City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability to the extent arising out of failure or alleged failure of Contractor to comply with such prevailing wage laws.

8.2. **Payment of Prevailing Wages.** Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification.

8.3. **Forfeiture.** Contractor shall forfeit as a penalty to City Two Hundred Dollars ($200.00), or any greater penalty provided in the Labor Code, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under this Agreement employed in the performance of the Scope of Services by Contractor or by any subcontractor of Contractor in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

8.4. **Apprentices.** Contractor shall comply with the provisions of Labor Code 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code 1777.5.

8.5. **Payroll Records.** Pursuant to Labor Code 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor in connection with this Agreement. Each payroll

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record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code 1811 and Labor Code 1815 for any work performed by his or her employees on the public works project. The payroll records shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code 1776.

8.6. 8-Hour Work Day. This Agreement is subject to 8-hour work day and wage and hour penalty laws, including, but not limited to, Labor Code 1810 and Labor Code 1813. Contractor and any subcontractor(s) of Contractor shall strictly adhere to the provisions of the Labor Code regarding 8-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Pursuant to the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Contractor's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City $25.00, or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

8.7. Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code 1771 and Labor Code 1725.5 requiring registration with the Department of Industrial Relations (DIR).

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Contractor 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. Contractor 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 Contractor. Contractor's records of performance or other operational business records related to the performance of this Agreement are not written products for the purposes of this Section 9.

10. RELATIONSHIP OF PARTIES

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

10.2. No Agent Authority. Contractor 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

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nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor 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 Contractor or its employees look to the City as an employer. Contractor shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such a determination. Contractor 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 Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor 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, "Contractor" shall include Contractor, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Contractor or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.

11.2. Contractor to Indemnify City. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any bodily injury or property damage to the extent arising out of or in connection with Contractor's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Contractor 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. Contractor shall not be required to indemnify City for such loss or damage as is caused by the 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 Contractor's choice, expert fees and all other costs and fees of litigation. Contractor 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. In the event Contractor accepts a tender for indemnification by the City with a reservation of rights, the City may request a deposit for defense costs from Contractor with respect to a claim. If the City requests a defense deposit, Contractor shall provide it within 15 days of the request. In such event, City shall have the right to engage counsel of its choice, notwithstanding article 11.4 above.

11.6. Indemnification by Subcontractors. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Contractor's behalf.

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

11.8. Limitation of Liability. Notwithstanding any provision in this contract to the contrary, in no event shall Contractor be liable in contract, in tort (including negligence or strict liability) or otherwise for any special, indirect, incidental or consequential damages whatsoever, regardless of whether such potential damages are foreseeable or if Contractor has been advised of the possibility of such damages.

12. INSURANCE

12.1. Insurance Required. Contractor shall maintain insurance as described in this section and shall require all of its subcontractors, Contractors, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Contractor. 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 Contractor's obligation to provide them. Contractor 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

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the following reference: **Traffic Signal and Streetlight Inspection, Maintenance, and Repair**.

- 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 required 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.

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12.5. Worker's Compensation Insurance. Contractor 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 Contractor 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. 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 Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

12.8. Additional Insured Endorsements. The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Contractor's insurance policies shall be primary as respects any claims related to or as the result of the Contractor's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or Contractors 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 Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

12.9. Failure to Maintain Coverage. In the event any policy is canceled prior to the completion of the project and the Contractor 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 Contractor under this Agreement. Failure of the Contractor 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.

12.10. Insurance 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. Contractor shall

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provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Contractor 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: Risk Management, 1414 Mission Street, South Pasadena, CA 91030**.

12.11. Contractor's Insurance Primary. The insurance provided by Contractor, 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 Contractor's insurance and shall not contribute with it.

12.12. Waiver of Subrogation. Contractor hereby waives all rights of subrogation against the City. Contractor shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.

12.13. Report of Claims to City. Contractor shall report to the City, in addition to the Contractor's insurer, any and all insurance claims submitted to Contractor's insurer in connection with the services under this Agreement.

12.14. Premium Payments and Deductibles. City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Contractor shall be responsible for all premiums and deductibles in all of Contractor's insurance policies.

12.15. Duty to Defend and Indemnify. Contractor'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 Contractor with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Contractor's services under this Agreement.

13.2. Contractor Cooperation in Defense of Claims. If any claim or action is brought against either party in connection with this Agreement, both parties will cooperate with each other and render any reasonable assistance that may be required in the defense of such claims.

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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 Contractor'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:

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

If to Contractor:

Joshua Ferras
Yunex, LLC
1026 E. Lacy Avenue
Anaheim, CA 92805
Telephone: (951) 784-6600
Facsimile: (714) 284-1150

With courtesy copy to:

Roxanne Diaz, Esq.
South Pasadena City Attorney
Richards, Watson & Gershon
350 South Grand Avenue, 37th Floor
Los Angeles, CA 90071
Telephone: (213) 626-8484
Facsimile: (213) 626-0078

Invoices shall be submitted electronically to PWAP@southpasadenaca.gov

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.10 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), paragraph 12.7 (Claims-Made Policies), paragraph 13.2 (Contractor 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.

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16. TERMINATION

16.1. City Termination. City may terminate this Agreement for any reason on five calendar days' written notice to Contractor. Contractor 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. Contractor Termination. Contractor may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.

16.3. Compensation Following Termination. Upon termination, Contractor shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor 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 Contractor'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 Contractor 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 Contractor.

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.

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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 Contractor for performance of this Agreement are deemed confidential and Contractor 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. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor 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. Contractor 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 Contractor.

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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. Contractor 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. Contractor 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 Contractor unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Contractor 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. Contractor shall not be liable for any failure to perform if Contractor 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 Contractor.

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, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.

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

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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

Signed by: Donald Penman C9C235A36ABD40C...
By: _____
Signature

Printed: Donald Penman

Title: Interim City Manager

Date: 12/9/2024

"Contractor"
Yunex, LLC

Joshua Ferras Digitally signed by Josh DN: C=US, E=joshua.ferras@yunextraffic.com, O=Yunex LLC, OU=Customer Service, CN=Josh Reason: I am approving this document Date: 2024.10.01 07:37:50-07'00'
By: _____
Signature

Printed: Joshua Ferras

Title: Project Manager

Date: 10/01/2024

Michael J. Hutchens Digitally signed by Hutchens Michael safhumc1 DN: cn=Hutchens Michael safhumc1, ou=Users, email=michael.hutchens@yunextraffic.com Date: 2024.10.01 09:25:34 -07'00'
By: _____
Signature

Printed: Michael Hutchens

Title: Western Operations Manager

Date: 10/01/2024

Attest:

DocuSigned by: Amber Tardif C43D7BED929B468...
By: _____

Amber Tardif, Deputy City Clerk Amber Tardif Deputy City Clerk

Date: 12/9/2024

Approved as to form:

DocuSigned by: Roxanne Diaz A7800E5CA8A241F...
By: _____
Roxanne Diaz, City Attorney

Date: 12/9/2024

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WORKER'S COMPENSATION INSURANCE ACKNOWLEDGEMENT

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

Date: 10/1/2024

Michael J. Hutchens Digitally signed by Hutchens Michael safhumc1 DN: cn=Hutchens Michael safhumc1, ou=Users, email=michael.hutchens@yunextraffic.com Date: 2024.10.01 09:28:01 -07'00'

Signature

Michael J. Hutchens

Printed Name

Western Operations Manager

Title

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Exhibit A

- Furnish all tools, equipment, apparatus, facilities, labor, service and materials, and perform all work necessary to maintain traffic signal and related facilities.
- Inspect, clean, and/or adjust each traffic signal control unit once per month. Maintain a record in each controller cabinet including date and time, work performed, and any other relevant information or settings.
- Repair traffic signal systems when signal failure or malfunction occurs.
- Perform preventative maintenance to avoid signal failure or malfunction.
- Replace all traffic signal lamps when reaching 80% of useful life, but not more than a 12-month frequency, using standard traffic signal lamps compatible with traffic signal systems.
- Furnish spare control units or other equipment as needed. Controller units shall not be replaced, except temporarily for repair, without prior approval of the City.
- Clean, polish, and inspect all lenses and reflectors, at the time traffic signals are re-lamped.
- When servicing traffic signal systems, replace or change broken, deteriorated, or deteriorated parts as necessary.
- Provide 24-hour / 7 day-per week emergency on-call services, including holidays, to respond to emergency calls in a time not-to-exceed (2) hours from being notified of required repair.
- Provide traffic control/lane closures that conform to the California Manual of Uniform Traffic Control Devices (CAMUTCD), latest version.
- Inspect, maintain, and/or repair other equipment and appurtenances such as safety lighting, street name signs, street lighting, pedestrian signals, flashing beacon and detector devices, fiber-optic communication systems, and streetlights as requested by the City.

List of Traffic Signals Maintained by City of South Pasadena

- Fair Oaks Ave. / Bank St.
- Fair Oaks Ave. / Raymond Hill Rd. / Columbia St.
- Fair Oaks Ave. / Hope St.
- Fair Oaks Ave. / Mission St.
- Fair Oaks Ave. / El Centro St.
- Fair Oaks Ave. / Oxley St.
- Fair Oaks Ave. / Monterey Rd.
- Fair Oaks Ave. / Rollin St.
- Fair Oaks Ave. / Oak St.
- Fair Oaks Ave. / Huntington Dr.
- Fair Oaks Ave. / State St.
- Huntington Dr. / Fremont Ave.
- Huntington Dr. / Marengo Ave.
- Huntington Dr. / Fletcher Ave.
- Fremont Ave. / Maple St.
- Fremont Ave. / Oak St.
- Fremont Ave. / Rollin St.
- Fremont Ave. / Bank St.
- Fremont Ave. / Monterey Rd.
- Fremont Ave. / El Centro St.
- Fremont Ave. / Mission St.
- Fremont Ave. / Grevelia St. (Gold Line Crossing)
- Mission St. / Garfield Ave.
- Mission St. / Orange Grove Ave.
- Mission St. / Meridian Ave. (Gold Line Crossing)
- Mission St. / Grand Ave.
- Monterey Rd. / Via Del Rey
- Monterey Rd. / Orange Grove Ave.
- Monterey Rd. / Diamond Ave.
- Monterey Rd. / Meridian Ave.
- Monterey Rd. / Indiana Ave.
- Monterey Rd. / Pasadena Ave. (Gold Line Crossing)
- Pasadena Ave. / Arroyo Verde Rd.

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Exhibit B

Yunex, LLC Traffic Signal Maintenance Services Rates

1. Labor

Item #	Item Description	Unit	Quantity	Hourly Rate	Overtime Rate	Premium
1.1	Foreman	HR	1	$155.00	$180.00	$215.00
1.2	Traffic Signal Electrician	HR	1	$145.00	$170.00	$210.00
1.3	Traffic Signal IMSA Certified Technician	HR	1	$145.00	$170.00	$210.00
1.4	Laborer	HR	1	$125.00	$175.00	$200.00
1.5	Engineering Technician	HR	1	$165.00	$200.00	$230.00

2. Equipment

Item #	Item Description	Unit	Quantity	Unit Price
2.1	Pickup Truck	HR	1	$30.00
2.2	Bucket Truck	HR	1	$40.00
2.3	Service Truck w/ generator and tools	HR	1	$50.00
2.4	Crane	HR	1	$65.00
2.5	Saw Truck w/ saw	HR	1	$50.00
2.6	Arrow board	HR	1	$10.00
2.7	Compressor	HR	1	$10.00

3. Materials

Item #	Item Description	Unit	Quantity	Total Price
3.1	Material plus mark-up	LS	1	**Material cost plus 15% mark-up**

4. Maintenance

Item #	Item Description	Unit	Quantity	Unit Price
4.1	Intersection per month	EA	32	**$105.00**
4.2	Lighted Crosswalk	EA	1	**$75.00**

Above rates are valid July 1, 2024 though June 30, 2025, thereafter, the rates may be adjusted once per year to a value not to exceed the Consumer Price Index for All Urban Consumers Series ID: CUURS49ASA0, Not Seasonally Adjusted, All Items, Los Angeles-Long Beach-Anaheim, CA as maintained and published by the United States Bureau of Labor Statistics, or its successor index, with the calculation considered for the immediately previous twelve-month period (April through March).

City Council Agenda Report

ITEM NO. 14

DATE: August 20, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Anteneh Tesfaye, Deputy Public Works Director
Danielle Garcia, Management Analyst

SUBJECT: **CONSIDERATION OF APPROVAL FOR A TASK ORDER WITH ULTRASYSTEMS ENVIRONMENTAL, INC. TO PROVIDE ENVIRONMENTAL SERVICES FOR THE WESTSIDE RESERVOIR CAPITAL IMPROVEMENT PROJECT**

Recommendation

It is recommended that the City Council approve the Task Order 002 under an amended Master Services Agreement with Ultra Systems, in the form approved by City Attorney, to provide an initial environmental study for the Westside Reservoir Project (CIP) in the not-to-exceed amount of $125,653.50, inclusive of $119,670 consultant fees and a 5% contingency of $5,983.50.

Executive Summary

The City's Fiscal Year (FY) 2025-2026 Capital Improvement Program (CIP) includes the design and construction to replace the existing Westside reservoir tank and pump station. While the preliminary design report is being finalized, this item proposes the approval of a task order with UltraSystems for professional services to the develop the required environmental documents for the project.

Background

Constructed in 1963, the two-million-gallon Westside Reservoir plays a critical role in the City's water distribution system by providing pressure to the largest pressure zone in the center of the City and serving as a storage facility for the Westside Pump Station, ensuring reliable delivery of potable water to South Pasadena residents.

Given the age of the facility, the City Council and Public Works Department retained a qualified consultant to conduct a seismic and structural evaluation to determine whether upgrades or replacement were necessary to meet current code standards. This evaluation was identified as the first step in a long-term capital improvement plan for the Westside Reservoir outlined in the City's Integrated Water and Wastewater Resources Management Plan (IWWRMP), also known as the One Water 2050 Plan.

The evaluation concluded that the Westside Reservoir is in overall poor to fair structural condition and does not meet current design standards. The deficiencies identified would require substantial improvements, and the cost of rehabilitation would be comparable to full replacement. Therefore, complete reconstruction of the reservoir with a new structure of

similar capacity is recommended.

Analysis
The reservoir replacement project is currently in the Preliminary Design Phase, led by AKD Consulting, which is preparing a preferred site configuration and corresponding Preliminary Design Report. To support this effort, the City is seeking to engage UltraSystems to simultaneously prepare an Initial Study evaluating the environmental impacts of the proposed design.

On July 27, 2022, the City Council approved multiple Master Service Agreements with professional services consultants for Public Works on-call assignments, including UltraSystems for environmental services. UltraSystems is well-qualified to complete the required scope of work for this task order.

The Master Service Agreements for each on-call consultant includes 'Task Order' exhibits that are executed based on the specific scope for each specific task or project. To ensure that use of these on-call professional services follows City Council's adopted procurement policy, Task Orders above the City Manager's spending authority, such as this item's proposed work, are brought to Council for approval.

Under this task order, UltraSystems will prepare an Initial Study in accordance with §15163 of the CEQA Guidelines. The Initial Study will assess the project's potential effects on air quality / greenhouse gas emissions, a cultural resources assessment, a noise impact assessment, analysis of vehicle miles traveled, an arborist study, and hazardous materials. Should the City determine that, based on the Initial Study, there is no substantial evidence that the project would cause a significant effect on the environmental, or that certain measures would avoid or mitigate potential significant effects to a level of insignificance, UltraSystems would prepare a Mitigated Negative Declaration (MND) for the project.

Fiscal Impact
Adequate funding for this Task Order in the amount of $125,653.50 is available in the Fiscal Year (FY) 2025–2026 Budget under the Westside Reservoir Design/Construction Capital Improvement Project (CIP) Account No. 400-9000-9011-9409-000, funded entirely by the Water Enterprise Fund (Fund 500). The total FY 2025–2026 budget for this CIP account is $825,800, which includes: $325,800 carried over from FY 2024–2025, and $500,000 in newly appropriated FY 2025–2026 funding. Therefore, sufficient funding is available to cover the cost of this Task Order.

Key Performance Indicators and Strategic Plan
This item is related to the repair of Westside Reservoir goals in the City Council's 2025 priority, number 2(e).

Public Notification
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:
Attachment No. 1 - Amended MSA - Ultrasystems
Attachment No. 2 - Proposed Task Order - UltraSystems

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MASTER ON-CALL PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of South Pasadena / UltraSystems Environmental, 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 **UltraSystems Environmental, Inc.** ("Consultant").

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant:

- **Environmental Consulting and Document Services**

2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. DEFINITIONS

3.1. "Scope of Services": Such professional services as are set forth in Exhibit A. Specific scope of work for specific project assignments shall be identified through executed Task Orders, which shall incorporate by reference the terms of this Master Agreement.

3.2. "Agreement Administrator": The Agreement Administrator for this project is **H. Ted Gerber, Public Works Director**. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

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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. "Design Professional": A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 et seq., (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 et seq., (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 et seq., or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 et seq.

3.5. "Commencement Date": **November 30, 2023**.

3.6. "Termination Date": **June 30, 2025**.

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. IDENTIFICATION OF PROJECTS

5.1. When City determines a need exists for any of the services specified in Exhibit A to this Agreement, City and Consultant may execute a "Task Order" detailing the specific services needed, the applicable fees therefor in accordance with Exhibit B to this Agreement, and the time for completion of such services by Consultant. Each Task Order shall incorporate by reference the terms of this Agreement and shall be sequentially-identified. Consultant shall only perform services under this Agreement and be paid for work performed pursuant to a Task Order approved and executed by the City.

6. CONSULTANT'S DUTIES

6.1. **Services**. Consultant shall perform the services identified in the Task Order. City shall have the right to request, in writing, changes to the Task Order. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to the Task Order or this Agreement.

6.2. **Coordination with City**. In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.

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6.3. **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.

6.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.

6.5. **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.).

6.6. **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.

6.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Task Order. 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. **Betsy A. Lindsay** 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.

6.8. **Substitution of Personnel.** Any persons named in the proposal or Task Order 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.

6.9. **Unauthorized Delay.** Consultant shall complete all services associated with the Task Order within the time period specified therein, or within seven (7) work days after execution thereof if no time is specified, as directed by the Agreement Administrator.

6.10. **Unforeseeable Delay.** Consultant shall not be deemed in breach of this Agreement or any Task Order, and no forfeiture due to delay shall be made, because of any delays in

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the completion of a Task Order due to unforeseeable causes beyond the control and without the fault or negligence of Consultant provided Consultant requests from the Agreement Administrator an extension of time in writing. Unforeseeable causes of delay beyond the control of Consultant shall include acts of God, acts of a public enemy, acts of the government, acts of City, or acts of another consultant or contractor in the performance of a contract with City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of sub-consultants due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or negligence of Consultant or its agents, servants, employees, officers, sub-consultants, directors, or of any party contracting to perform part of all of the Scope of Services or to supply any equipment or materials shall not be unforeseeable delays. Unforeseeable delays (those beyond Consultant's control) shall not entitle Consultant to any additional compensation beyond the Maximum Amount. The sole recourse of Consultant shall be to seek an extension of time from the Agreement Administrator.

6.11. **Defective Work.** All work which is defective in its construction or deficient in any of the requirements set by City Reference Specifications shall be remedied or replaced by Consultant in an acceptable manner at its own expense. Defective work shall not entitle Consultant to any additional compensation beyond the Maximum Amount.

6.12. **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.

6.13. **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 sub-consultant. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.

6.14. **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 -ject 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.

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7. SUBCONTRACTING

7.1. **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.

7.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.

7.3. **Subcontracting.** Consultant shall not subcontract any portion of the performance contemplated and provided for herein including any Task Order unless (1) such subcontracting is specifically described in the proposal attached hereto or (2) the City provides prior written approval. In any event, Consultant shall supervise all work subcontracted by Consultant in performing the Services and shall be responsible for all work performed by a sub-consultant as if Consultant itself had performed such work. The subcontracting of any work shall not relieve Consultant from any of its obligations under this Agreement with respect to any Task Order. Consultant is obligated to ensure that any and all sub-consultants performing any services shall be fully insured in all respects and to the same extent as set forth under Section 13, to City's satisfaction.

7.4. **Identification in Fee Schedule.** All sub-consultants shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

7.5. **Compensation for Sub-consultants.** City shall pay Consultant for work performed by its sub-consultants, 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 sub-consultants performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any sub-consultants.

8. COMPENSATION

8.1. **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 stated in the specific Task Order issued for performance of work. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing in the Task Order. Task Orders over $25,000 shall not be effective unless approved by the City Council.

8.2. **Retention.** City may retain up to 5% of each payment until project completion. Consultant may at its own expense substitute securities equivalent to the amount

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withheld as retention (or the retained percentage) in accordance with Public Contract Code 22300. At the request and expense of Consultant, securities equivalent to the amount withheld shall be deposited with City, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to City. Upon satisfactory completion of this Agreement, the securities shall be returned to Consultant.

8.3. **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.

8.4. **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.

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

8.6. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Task Order unless prior written approval is given by the City on a time-and-materials basis pursuant to a new or amended Task Order. Consultant shall not undertake any such work without prior written approval of the City. A new or amended Task Order shall be in accordance with the fees identified in Exhibit B to this Agreement.

8.7. **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.

8.8. **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.

9. 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

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liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

10. OWNERSHIP OF WRITTEN PRODUCTS

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

11. RELATIONSHIP OF PARTIES

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

11.2. **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.

11.3. **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.

11.4. **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 subcontractor, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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12. INDEMNIFICATION

12.1. **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or sub-consultants, or anyone directly or indirectly employed by either Consultant or its sub-consultants, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.

12.2. **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.

12.3. **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.

12.4. **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.

12.5. **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.

12.6. **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.

12.7. **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.

12.8. **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.

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12.9. **Civil Code.** For Design Professionals, the parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section 12 complies therewith.

13. INSURANCE

13.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, sub-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.

13.2. **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 reference to the scope of work and this Master Agreement.
- 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.

13.3. **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	Statutory Limits
• EL Each Accident	$1,000,000
• EL Disease - Policy Limit	$1,000,000
• EL Disease - Each Employee	$1,000,000

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- 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 City as 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.

13.4. **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.

13.5. **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.

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

13.7. Pr**ofessional Liability Insurance or Errors & Omissions Coverage.** If the Consultant is performing any surveying, engineering, architectural, or other design work for the project, Consultant shall provide proof of Professional Liability insurance in the amounts described above. The deductible or self-insured retention may not exceed $50,000, unless written approval is granted by the City for another amount. 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.

13.8. **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.

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13.9. **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.

13.10. **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.

13.11. **Notices.** Consultant 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: Risk Management, 1414 Mission Street, South Pasadena, CA 91030. Phone: (626) 403-7230.

13.12. **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.

13.13. **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.

13.14. **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.

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13.15. **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.

13.16. **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.

14. MUTUAL COOPERATION

14.1. **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.

14.2. **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.

15. NOTICES

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

If to City	If to Consultant
H. Ted Gerber City of South Pasadena 1414 Mission Street South Pasadena, CA 91030 Telephone: (626) 403-7240 Facsimile: (626) 403-7241	Betsy A. Lindsay UltraSystems Environmental, Inc. 16431 Scientific Way Irvine, CA 92618 Telephone: (949) 788-4900

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With courtesy copy to:

Roxanne Diaz, Esq.
South Pasadena City Attorney
Richards, Watson & Gershon
350 South Grand Avenue, 37th Floor
Los Angeles, CA 90071
Telephone: (213) 626-8484
Facsimile: (213) 626-0078

16. 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.

17. TERMINATION

17.1. **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.

17.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.

17.3. **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.

17.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

18. INTERPRETATION OF AGREEMENT

18.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.

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18.2. **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.

18.3. **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.

18.4. **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).

18.5. **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.

18.6. **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.

19. GENERAL PROVISIONS

19.1. **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.

19.2. **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

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of this Agreement. Consultant further agrees to file, or shall cause its employees or sub-consultant 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.

19.3. **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.

19.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.

19.5. **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.

19.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.

19.7. **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.

19.8. **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.

19.9. **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.

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19.10. **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.

19.11. **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.

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

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

"City"
City of South Pasadena

By: DocuSigned by: Armine Chaparyan B6F60356A0F24D7... _____
Signature

Printed: Armine Chaparyan _____

Title: City Manager _____

Date: 3/6/2024 _____

"Consultant"
UltraSystems Environmental, Inc.

By: Betsy A. Lindsay Digitally signed by Betsy A. Lindsay Date: 2023.12.11 13:37:55 -08'00' _____
Signature

Printed: Betsy A. Lindsay _____

Title: President/CEO _____

Date: 12/11/2023 _____

Attest:

By: DocuSigned by: Mark Perez BA951D463FA0445... _____
Mark Perez, Deputy City Clerk

Date: 3/6/2024 _____

Approved as to form:

By: DocuSigned by: Roxanne Diaz A7800E5CA8A241F... _____
Roxanne Diaz, City Attorney

Date: 3/6/2024 _____

Docusign Envelope ID: 9DA48474-9376-404D-8BFB-FB0FFD86560C

EXHIBIT A

"Scope of Services"

Consultant: **UltraSystems Environmental, Inc.**

Sub-Consultants: CRM TECH; Citadel EHS; KOA Corporation; NOVA Services, Inc.; RK Engineering Group; Watearth

Scope:

Environmental Consulting and Document Services

a. Provide consulting and document development services for environmental feasibility studies, CEQA & NEPA documents, development applications, mitigation monitoring preparation and compliance.
b. Provide agency coordination, team management, quality assurance reviews, and public engagement and outreach.
c. Provide complete environmental planning and document preparation in accordance with CEQA and NEPA requirements, special studies such as but not limited to noise, socioeconomic, biological, cultural, air quality, Phase I site assessments, hazardous waste, archaeological, historical, and tribal consultation, as needed on a project specific basis as required by the City and/or Caltrans. Typical project to include CIP projects, road widening, new construction, rehabilitation projects, storm drain, signal installations, reservoirs, booster stations, projects in Caltrans right-of-way, and water and sewer installations.
d. Provide environmental document development services including but not limited to preparation of: maps for environmental evaluation, public and agency scoping, noise studies, noise abatement reports, air quality studies and reports, initial site assessments, natural environmental study reports, cultural resource studies, potential effect identification reports, Native American consultation reports, visual/aesthetic evaluation reports, community impacts assessment reports, climate change analysis/assessment reports, cumulative impacts analysis reports, location hydraulic/flood plain reports, paleontology studies, draft environmental documents, responses to review comments, final environmental documents, and environmental commitments records.

Docusign Envelope ID: 9DA48474-9376-404D-8BFB-FB0FFD86560C

EXHIBIT B
Approved Fee Schedule
UltraSystems Environmental, Inc.

CLASSIFICATION	RATES
Professional Staff	
Principal	$185 per hour
Director	$175 per hour
Senior Project Manager	$165 per hour
Project Manager	$160 per hour
Senior Principal Engineer	$175 per hour
Senior Scientist / Engineer	$165 per hour
Scientist / Engineer	$150 per hour
Staff Scientist / Engineer	$140 per hour
Senior Planner	$125 per hour
Associate Planner	$120 per hour
Planner/ Environmental Analyst	$110 per hour
Senior Biologist II	$130 per hour
Senior Biologist I	$125 per hour
Staff Biologist II	$120 per hour
Staff Biologist I	$110 per hour
Associate Biologist	$100 per hour
Cultural Specialist	$135 per hour
Archaeologist	$120 per hour
Cultural Monitor	$ 85 per hour
Senior GIS Analyst	$110 per hour
GIS Technician	$100 per hour
Word Processor	$ 75 per hour
Intern	$ 50 per hour
Building Services	
Field Management	$145 per hour
ACM Air Monitor/ Lead Inspector/ Sampling	$ 88 per hour

Note: asbestos-containing materials (ACM) / lead-based paint (LBP) Removal quoted per job basis.

Field Equipment	
Excavation Screen	$ 5 per day / $ 20 per week
Field Supplies (shovels, health and safety, flagging, binoculars, etc.)	$ 15 per day / $ 60 per week
Garmin GPS (non-Trimble)	$ 5 per day / $ 20 per week
iPad Data Tablet	$ 25 per day / $100 per week
Kestrel Anemometer (or equivalent)	$ 5 per day / $ 20 per week
Photoionization detector (PID) or equivalent	$100 per day / $400 per week
Quest SoundPro SP-DL-1-1/ 3 Sound Level Meter (or equivalent)	$110 per day / $440 per week
RKI GX-2003 Multi -Gas Meter (or equivalent)	$ 65 per day / $260 per week
Trimble Geo7x GPS Unit with Rangefinder (or equivalent)	$120 per day / $560 per week
XRF Analyzer	$ 95 per day / $380 per week

Notes: *Consultant support (printing, reproduction and other direct expenses) will be billed at a rate of cost plus ten (10) percent. Automobile mileage will be charged at IRS standard rates. Travel time will be billed as indicated in the hourly rate schedule above.*

Docusign Envelope ID: 9DA48474-9376-404D-8BFB-FB0FFD86560C

EXHIBIT C

TASK ORDER NO. [NUMBER]

TO MASTER PROFESSIONAL SERVICES AGREEMENT (2022-###)

This Task Order No. **[###]** ("Task Order") is made and entered into by and between the City of South Pasadena, a municipal corporation ("City"), and [Consultant] ("Consultant").

RECITAL

A. City and Consultant entered into an agreement entitled Master On-Call Professional Services Agreement ("Agreement") dated **[DATE]** by which the Consultant agreed to perform **[SERVICE DESCRIPTION]** services in accordance with Task Orders issued by the City.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **INCORPORATION BY REFERENCE.** This Task Order hereby incorporates by reference all terms and conditions set forth in the Agreement.

2. **SCOPE OF TASK ORDER.** Consultant shall perform the following services in accordance with the terms and conditions of the Agreement:
   [INSERT DESCRIPTION OF SPECIFIC WORK HERE OR INCLUDE ATTACHMENT TO TASK ORDER]

3. **TASK ORDER ADMINISTRATOR.** Consultant shall designate a principal point of contact for this task order:
   [INSERT NAME AND CONTACT INFORMATION OF CONSULTANT TASK ORDER ADMINISTRATOR]

4. **SCHEDULE.** Consultant shall complete the Task Order by the date listed below, or, if specified, in accordance with the required schedule of milestones listed below:
   [INSERT COMPLETION DATE OR SCHEDULE OF MILESTONES AS ATTACHMENT]

5. **PAYMENT.** For services performed by Consultant in accordance with this Task Order, City will compensate Consultant in accordance with the terms and conditions of the Agreement based on the Fee Schedule set forth below. The total cost of this project is to be no more than **[MAXIMUM AMOUNT]**, based on the rates in the Fee Schedule set forth below, and the timing of such payment as stated in the Scope of Task Order.

6. **SIGNATURES.** The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the Consultant and the City.

Docusign Envelope ID: 9DA48474-9376-404D-8BFB-FB0FFD86560C

IN WITNESS WHEREOF, the City and Consultant do hereby agree to the full performance of the terms set forth herein.

"City"
City of South Pasadena

By:_____
Signature

Printed:_____

Title:_____

Date:_____

"Consultant"
[COMPANY]

By:_____
Signature

Printed:_____

Title:_____

Date:_____

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

Docusign Envelope ID: 9DA48474-9376-404D-8BFB-FB0FFD86560C

FIRST AMENDMENT TO THE MASTER ON-CALL PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of South Pasadena/ UltraSystems Environmental, Inc.)

THIS FIRST AMENDMENT to the Master On-Call Professional Services Agreement for Consultant Services is made and entered into as of July 1, 2025 ("Effective Date") by and between the City of South Pasadena ("City") and **UltraSystems Environmental, Inc.** ("Consultant").

RECITALS

WHEREAS, on November 30, 2023, City and Consultant entered into the Master On-Call Professional Services Agreement for Consultant Services provided to the City's Public Works Department ("Agreement");

WHEREAS, the City and Consultant desire to amend the Termination Date and the Approved Fee Schedule as set forth in the Agreement;

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

Section 1. Section 3.6 of the Agreement entitled "Termination Date" is hereby amended to read as follows: "Termination Date": June 30, 2028.

Section 2. The "Approved Fee Schedule" as defined in Section 3.3 of the Agreement for services provided to the City on or after July 1, 2025 shall be the fee schedule attached to this First Amendment as Exhibit B-1 ("Amended Fee Schedule"). This Amended Fee Schedule shall remain in effect unless modified in writing by mutual agreement of the parties.

Section 3. Except as amended herein by this First Amendment, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect.

TO EFFECTUATE THIS AMENDMENT, the parties have caused their duly authorized representatives to execute this Amendment as of the Effective Date.

Docusign Envelope ID: 9DA48474-9376-404D-8BFB-FB0FFD86560C

"City"

City of South Pasadena

By: Signed by: Todd Hileman 5CF386AC460044B... _____
Signature

Printed: Todd Hileman

Title: City Manager

_____

Attest:

By: Signed by: Mark Perez BA051D463FA0445... _____
Mark Perez, Deputy City Clerk

Approved as to form:

By: DocuSigned by: Roxanne Diaz A7800E5CA8A241F... _____
Roxanne Diaz, City Attorney

"Consultant"

UltraSystems Environmental, Inc.

By: Betsy A. Lindsay Digitally signed by Betsy A. Lindsay Date: 2025.07.31 07:30:49 -07'00' _____
Signature

Printed: Betsy A. Lindsay _____

Title: Founder/CEO _____

Docusign Envelope ID: 9DA48474-9376-404D-8BFB-FB0FFD86560C

Exhibit B-1
Amended Fee Schedule

For services provided on or after July 1, 2025, Consultant shall be compensated at the rates set forth in the fee scheduled attached herein.

Docusign Envelope ID: 9DA48474-9376-404D-8BFB-FB0FFD86560C

UltraSystems
environmental • management • planning

STANDARD RATE SCHEDULE

Effective January 2025

PROFESSIONAL STAFF	Hourly	HOURLY
Principal		$200
Director		$200
Senior Project Manager		$195
Project Manager		$190
Senior Principal Engineer		$190
Senior Scientist/Engineer		$185
Scientist/Engineer		$180
Staff Scientist/Engineer		$175
Senior Planner		$170
Associate Planner		$165
Planner/Environmental Analyst		$160
Senior Biologist II		$170
Senior Biologist I		$165
Staff Biologist II		$160
Staff Biologist I		$155
Associate Biologist		$150
Cultural Specialist		$165
Archaeologist		$160
Cultural Monitor		$130
Senior GIS Analyst		$165
GIS Technician		$160
Word Processor		$130
Intern		$100

FIELD EQUIPMENT	Daily	Weekly
Excavation Screen	$5	$20
Field Supplies (shovels, health and safety, flagging, binoculars, etc.)	$15	$60
Garmin GPS (non-Trimble)	$5	$20
iPad Data Tablet	$25	$100
Kestrel Anemometer (or equivalent)	$5	$20
Photoionization detector (PID) or equivalent	$100	$400
Quest SoundPro SP-DL-1–1/3 Sound Level Meter (or equivalent)	$110	$440
RKI GX-2003 Multi-Gas Meter (or equivalent)	$65	$260
Trimble Geo7x GPS Unit with Rangefinder (or equivalent)	$120	$560
XRF Analyzer	$95	$380

Consultant support (printing, reproduction and other direct expenses) will be billed at a rate of cost plus ten (10) percent. Automobile mileage will be charged at IRS standard rates. Travel time will be billed as indicated in the hourly rate schedule above. Invoices will be submitted monthly for work in progress and at completion of contract obligations, and are payable upon receipt. Fees not paid within thirty (30) days of invoice date may be assessed an interest charge of one and one-half (1.5) percent per month, from the date due (net 30). Attorney fees and court costs incurred for collection of delinquent accounts will be borne by the client.

EXHIBIT 1

TASK ORDER NO. 002

TO MASTER PROFESSIONAL SERVICES AGREEMENT (2025-)

This Task Order No. **002** ("Task Order") is made and entered into by and between the City of South Pasadena, a municipal corporation ("City"), and **UltraSystems Environmental, Inc.** ("Consultant").

RECITAL

A. City and Consultant entered into an agreement entitled Master On-Call Professional Services Agreement ("Agreement") dated **November 30, 2023** by which the Consultant agreed to perform **Environmental Consulting and Document Services** in accordance with Task Orders issued by the City.

B. On July 1, 2025, the parties amended to the Agreement to revise the termination date and update the fee schedule ("First Amendment").

C. The Agreement and First Amendment shall be referred to collectively herein as the "Master Agreement."

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **INCORPORATION BY REFERENCE.** This Task Order hereby incorporates by reference all terms and conditions set forth in the Master Agreement.

2. **SCOPE OF TASK ORDER.** Consultant shall perform the following services in accordance with the terms and conditions of the Master Agreement:

Westside Reservoir – Environmental Study

The preparation of an Initial Study pursuant to § 15163 of the CEQA Guidelines. The Initial Study will include evaluations related to the project on air quality / greenhouse gas emissions, a cultural resources assessment, a noise impact assessment, analysis of vehicle miles traveled, and an arborist study. Should the City determine that, based on the Initial Study, there is no substantial evidence that the project would cause a significant effect on the environment, or that certain measures would avoid or mitigate potentially significant effects to a level of insignificance, Consultant would prepare a Mitigated Negative Declaration (MND) for the project.

TASK 1.0 PROJECT INITIATION, PROJECT MANAGEMENT AND COORDINATION

Task 1.1 - Project Initiation/Kick-off Meeting: Project kick off meeting with attendance of our Project Director and Project Manager at one virtual (Teams or Zoom) project kick-off meeting. UltraSystems will be available throughout the term of our services to respond to City staff requests for input concerning various aspects of the CEQA process. A project kick-off meeting (via Zoom meeting) between the Consultant, other project consultants, and City public

works staff will be scheduled to finalize the work program, identify and collect materials in the possession of the City (i.e., any existing studies in the immediate area) relevant to the performance of this work assignment, establish working relationships between all project participants, clarify scheduling and budgetary issues, define avenues of communication and discuss any other related matters concerning the contract.

Deliverables: Preparation of meeting minutes, distribution of meeting minutes to project team and City staff via Word and .pdf format.

Task 1.2 - Project Management / Coordination: This task facilitates the conduct of routine project management activities in the furtherance of Consultant's contractual obligations to the City on this assignment. To maximize interactions between Consultant and other project consultants, enhance opportunities for the conveyance of information, and to provide a mechanism to address and resolve outstanding issues as they arise throughout this work effort, four (4) progress meetings via phone, (1) one in person community meeting, and (one) Zoom meeting have been budgeted. To the extent feasible, meeting schedules will correspond with draft deliverables or related milestone events and will be preceded by the delivery of draft documents to the City for their review, prior to the meeting date. Consultant will be available throughout the term of this work effort to respond to City requests for input concerning various aspects of the CEQA process. Additional meetings beyond the number indicated would be compensated for in accordance with the terms and conditions contained in the Fee Schedule.

Task 1.3 – Project Description: After receipt of a formal Notice to Proceed and receipt of all pertinent project related information, Consultant will prepare a draft project description for review and comment by the City. The Project Description will contain all the information required under § 15124 of the CEQA Guidelines including a description of the drainage improvement design, configuration and site plan, in addition to the timing for construction of all required improvements. Consultant will revise the Project description based on one round of comments received from City staff and prepare a final Project Description.

Deliverables: *Development of project schedule in MS Project®. As noted, the project schedule will include Major tasks and anticipated review times for technical documents. Contingencies will also be built into the schedule based on risk factors.*

TASK 2.0: PREPARE TECHNICAL STUDIES/ REPORTS/ ASSESSMENTS / DATA RUNS

Task 2.1 - Air Quality and Greenhouse Gas Emissions Technical Memo: The air quality report will evaluate the project's potential air quality impacts within the project area and identify mitigation measures for significant impacts, where feasible. Consultant will prepare a stand-alone air quality and a Greenhouse Gas emissions impact report. Relevant technical information from those reports will be incorporated into the Draft IS/MND. Existing conditions will be documented by summarizing baseline air quality information, including area topography and meteorology and their influence on air quality; the relevant state and federal ambient air quality standards (AAQS); ambient monitoring data from the closest monitoring station(s) to the project site for the past three years; and attainment status with respect to state

and federal AAQS. Ambient monitoring data available from the South Coast Air Quality Management City (SCAQMD), California Air Resources Board (ARB), and U.S. Environmental Protection Agency (USEPA) websites will be incorporated. The setting will also identify existing and reasonably foreseeable sensitive receptors. It will also identify existing major sources of air pollutants in the project vicinity, including sources of toxic air contaminants and odorous emissions. The regulatory setting will also discuss plans to achieve the state and federal AAQS, and rules and regulations that may apply to stationary sources associated with operation of the proposed project.

Consultant will coordinate with the project team to develop construction equipment and phasing assumptions. The emissions for volatile organic compounds (VOC), oxides of nitrogen (NOx), carbon monoxide (CO), particulate matter (PM10, PM2.5) and sulfur oxides (SOx) will be estimated under both construction and operational-related conditions. These emissions will be calculated with the latest version of the California Emissions Estimator Model (CalEEMod). In addition to estimating regional emissions, Consultant will perform a localized significance analysis, following SCAQMD screening protocols, to determine whether exposures to NO2, CO, PM10 and PM2.5 from onsite construction activities in the surrounding community will be significant. Where significant impacts are identified, mitigation measures that would reduce impacts to less than significant levels will be identified.

Mitigation measures in the form of energy policies and best management practices will be recommended to reduce or avoid potential project-specific or cumulative impacts on air quality. Where possible, the effectiveness of the mitigation measures will be quantified, and the significance of the project impacts with mitigation will be reevaluated and compared to the significance thresholds.

Greenhouse Gas (GHG) Emissions Assessment. CEQA Guideline Appendix G requires that an initial study include (1) an evaluation of project GHG emissions and (2) determination of whether a project furthers or hinders implementation of GHG reduction policies and plans. Consultant will use the CalEEMod model mentioned above to calculate GHG emissions from demolition. Following SCAQMD guidance, Consultant will "amortize" demolition emissions over 30 years to obtain an annual rate. Consultant will confer with the City to determine a significance threshold for the amortized emissions.

Deliverables: The Air Quality and Greenhouse Gas Emissions Technical Memo will be submitted to the City for review. It is anticipated that there will be two rounds of review before the Memo is finalized by UltraSystems.

Task 2.2 - General Biological Resources Assessment (GBRA): For the GBRA, Consultants' biologists will research readily available information, including relevant literature, databases, agency web sites, various previously completed reports and management plans, Geographic Information Systems (GIS) data, maps, aerial imagery from public domain sources, and in-house records to: (1) assess habitats, special-status plant and wildlife species, jurisdictional waters, critical habitats, and wildlife corridors that may occur in and near the project site, and (2) identify local or regional plans, policies, and regulations that may apply to the project.

Following the literature review, biologists will conduct a reconnaissance-level biological survey on the project site and a 150-meter/500-foot zone out from the project site. This survey area is referred to as the Biological Study Area (BSA). The survey will include the following: habitat assessment and plant community mapping; general plant survey; general wildlife survey; and wildlife movement evaluation.

The pedestrian surveys will be conducted during daylight hours and will cover all accessible areas of the BSA. Observations will also be made with aerial imagery for inaccessible areas. Biologists will characterize the existing habitat and search for the presence of sensitive plant communities, special-status plants and wildlife, jurisdictional areas, and potential wildlife corridors.

Following completion of the reconnaissance-level biological surveys, Consultant will prepare a biological resources evaluation report that will: (1) summarize existing conditions; (2) assess the potential presence of sensitive biological resources; (3) analyze the potential impacts on those resources from project implementation; (4) recommend, as appropriate, best management practices (BMPs), avoidance and protection measures, and mitigation measures to avoid, eliminate and/or reduce environmental impacts to less than significant levels; and (5) an identification of biological permits or approvals that the project may need.

The report will include: (1) methods and results of the literature review and field surveys; (2) figures depicting the size and location of plant communities and other sensitive biological resources; (3) complete flora and fauna compendium; and (4) site photographs.

Arborist Assessment. Concurrently with the biological resources' pedestrian survey, Consultant will have a Licensed Arborist on-site to characterize any significant trees encountered. In accordance with accepted professional practices these identified trees will be plotted on a map of the project site, characterized as to species, photographed and assigned a numerical identifier. Measurements will also be taken of the trunk diameter at breast height and estimated for tree canopy. Finally, an assessment of the overall health and vigor of each tree surveyed will also be made. This assessment will be included within the Biological Report prepared for the project.

Deliverables: The GBRA will be submitted to the City for its review. It is anticipated that there will be two rounds of review before the GBRA is finalized by UltraSystems.

Task 2.3 – Cultural Resources Assessment (CRA): Consultant will prepare a CRA to be completed pursuant to the § 15064.5 of the CEQA Guidelines. Research methods will include the following:

(1) The Native American Heritage Commission (NAHC) will be contacted to request a search of their Sacred Lands File to identify tribal culturally significant sites, if any, and obtain a list of Native American tribes, organizations and interested individuals that should be contacted to provide information on culturally important sites within the vicinity of the Potential Effect (APE). Contacts will be made through letters, emails and follow-up telephone calls. UltraSystems will coordinate with City staff before contacting any Native American tribes.

(2) Prehistoric and historic archaeological literature and record reviews would include prior EIRs, cultural technical reports, site records, previous assessments, research designs, monitoring programs, and related cultural documentation to identify cultural resources within a 0.5-mile buffer of the APE. Records would be reviewed at the Eastern Information Center at University of California Riverside, which is the local California Historic Resources Information Systems (CHRIS) Center.

(3) A pedestrian survey of the project site following standard professional archaeological procedures will be conducted to determine if cultural resources are present on the surface and identify areas with a high probability of containing subsurface cultural resources. Artifacts, features, sites and structures greater than 50 years of age will be photographed and recorded. Geo-archaeological analysis to assess subsurface archaeological sensitivity will also be conducted.

Based on these data, a Phase I Cultural Resource Survey Report would be prepared to: (1) document research methodology and findings; (2) provide recommendations for avoidance or preservation of cultural resources that may be encountered during construction or other project activities; and (3) provide mitigation measures to protect and preserve cultural resources if avoidance is not feasible in compliance with CEQA and local standards. A site record and/or site record update will be completed and submitted to appropriate agencies upon completion of the field survey.

Deliverables: The CRA analysis will be submitted to the City for its review. It is anticipated that there will be one (1) round of review before the CRA is finalized by UltraSystems.

Task 2.4 – Hazardous Materials Assessment / Environmental Data Report (EDR): Consultant will request a regulatory database search from an established firm that provides these services. The reason for this search is to obtain and review reasonably ascertainable/standard sources that will help identify recognized environmental conditions in connection with project site. Reasonably ascertainable records from standard sources are information that is (1) publicly available, (2) obtainable from its source within reasonable time and cost constraints, and (3) practically reviewable. This information will be used as part of the hazardous materials section of the IS.

Task 2.5 – Paleontological Resources Search: Consultant will contact the Los Angeles County Natural History Museum (LACNHM) to request previously recorded paleontological resources for the project site and vicinity. After a literature review, a pedestrian survey following standard professional paleontological procedures will be conducted to assess outcrops of the underlying geology to locate paleontological resources. The methods and findings of the assessment, including impacts and any required mitigation measures will be discussed in the IS/MND. The records search results from the RCNHM will be included as an appendix to the IS/MND.

Task 2.6 – Noise Impact Assessment: Consultant will prepare a noise impact assessment for the proposed project. This study will document ambient noise levels experienced along the

studied roadway segments (coinciding with the storm drain lines) and at the property lines to the project site. It will estimate noise levels with project operation and existing sources of literature documenting stationary sources. Ambient noise levels will be documented using Quest Technologies, SoundPro, DL-1-1/3 noise meter.

- Noise levels generated by construction and operational activities will be calculated. Consultant has substantial experience with calculating noise levels, including demolition and site preparation, excavation, and building construction. Estimated construction noise levels will be compared to the City's General Plan Noise Element, and the Municipal Code to determine whether significant impacts would occur. Using noise prediction modeling, Consultant will determine the potential for the project to cause a substantial permanent noise to increase above levels without the project at the property line.
- Predicted noise levels will be compared to adopted thresholds and goals, policies, and objectives from the General Plan and conclusions will be drawn as to whether any potential increase would represent a significant acoustic impact requiring mitigation. Noise levels generated by onsite uses, machinery during construction and operation, construction trucks and operation vans, landscape equipment, will also be discussed and compared to adopted standards. Mitigation will be proposed for all significant noise impacts.
- Use of heavy earthmoving equipment during construction can generate enough vibration to adversely affect nearby receivers. Consultant will perform a vibration screening analysis, using methods and reference vibration levels from the Federal Transit Administration's *Transit Noise and Vibration Impact Assessment Manual* (2018) to determine whether construction vibration would be high enough to damage structures or cause annoyance to sensitive receivers.

Task 2.7 – CEQA VMT Screening Analysis: The following detailed work tasks will be performed by subconsultant, RK Engineering, for the Trip Generation and Vehicle Miles Traveled (VMT) Screening Analysis:

- Discuss the project with City.
- Obtain the most current site plan and land use data for the project.
- Determine the project's trip generation utilizing the Institute of Transportation Engineers (ITE) trip generation rates. Subconsultant will also take into account any existing trip credits that may be applicable to the project.
- Compare the project trip generation to City level of service analysis (LOS) requirements and conclude that a full traffic impact study is not warranted for the project.
- Subconsultant will attempt to screen the project out from a full VMT analysis.
- Summarize the results of the analysis in a memorandum letter report. That memorandum will be included in the Technical Appendices of the IS.

TASK 3.0: ADMINISTRATIVE DRAFT INITIAL STUDY (IS), MITIGATED NEGATIVE DECLARATION (MND), AND MITIGATION MONITORING AND REPORT PROGRAM (MMRP)

Task 3.1 – Administrative Draft Initial Study: Consultant will prepare an IS pursuant to the requirements §15063 through §15065 of the CEQA Guidelines. Technical analysis will be conducted for different environmental resource areas, as needed, and well-supported responses

for all questions listed in CEQA Appendix G will be provided.

The information developed in the IS will serve as substantial evidence that supports a preliminary conclusion that: (1) the project would not result in a significant effect on the environment, and a Negative Declaration (ND) may be prepared, or (2) the project would not result in a significant effect on the environment provided that certain mitigation measures are implemented, and a Mitigated Negative Declaration (MND) may be prepared, or (3) an Environmental Impact Report (EIR) must be prepared due to significant impacts to the environment.

Should the City determine that, based on the Initial Study, there is no substantial evidence that the project would cause a significant effect on the environment, or that certain measures would avoid or mitigate potentially significant effects to a level of insignificance, Consultant would prepare a Mitigated Negative Declaration (MND) for the project. Our preliminary assessment of the proposed project is consistent with the preparation of an Initial Study leading to a Mitigated Negative Declaration (MND), as indicated above, and as follows in the remainder of this proposal.

Task 3.2 – Administrative Draft MND and Mitigation Monitoring Program: Consultants will use the Initial Study as the basis for preparation of the administrative draft MND. Mitigation measures would be identified to avoid or reduce potential environmental impacts to less than significant levels, where feasible. Consultants will also prepare a draft MMRP pursuant to CEQA Guidelines § 15097. The MMRP will specify: (1) the responsibility for implementation; (2) the timing for implementation; (3) the mechanisms of monitoring activities, including the frequency, contact and format for reporting requirements; and (4) the content, requirements, and ultimate disposition of a Final MMRP. Consultants will submit the administrative draft IS/MND and MMRP to City staff for review and comment.

Deliverables: One electronic of the Administrative Draft Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program will be submitted to the City for Review. UltraSystems is expecting up to two rounds of comments on the Administrative Draft document.

Task 3.3 – Revise Administrative Draft Initial Study: After the City comments on the administrative draft IS and returns it to us, Consultant will revise the Administrative Draft IS and submit a Draft IS to the City. Consultant will submit the administrative draft IS/MND and MMRP to City staff for a **two-week** review and comment period. Consultant scheduled assumes one round of City review.

Task 3.4 – Public Draft IS/MND and MMRP: After receiving the City's comments on the administrative draft IS/MND and MMRP, Consultant will revise the administrative draft IS/MND and MMRP based on the comments received and resubmit it to the City as the Public Draft IS/MND. The Consultant will be responsible for public circulation and public noticing.

Task 3.5 – Prepare the Notice of Intent (NOI) to Adopt a Mitigated Negative Declaration and Notice of Completion and Circulate the IS/MND: Public notice (NOI) will be drafted

by Consultant for the City's use that will inform the public and agencies of the City's intent to adopt an MND, provide information relating to the project, its location and description, and where the document is available. The notice will also identify the public review period (30 days) where to send comments and provide information relating to the public hearing. UltraSystems will also draft the Notice of Completion (NOC) and send it to the State Office of Land Use and Climate Innovation (formerly OPR) on behalf of the City.

Consultant will coordinate the production of copies for public distribution and deliver the environmental document (IS/MND) to the State Clearinghouse. The budget for this scope of work includes the payment of any required fees and assumes the reimbursement of fees by the City. This Task will be completed via the work efforts identified below.

- Consultant will provide a distribution list that includes all applicable Local, Responsible and Trustee agencies defined in CEQA Guidelines § 15381 and § 15386.
- Consultant will prepare and distribute a Notice of Completion (NOC) which will also serve as the environmental document transmittal form to all recipients of the NOI, public Draft IS/MND, and Draft MMRP.
- Consultant will prepare and distribute a Notice of Intent to Adopt (NOI) to the Riverside County Clerk and State Clearinghouse to announce the 20- to 30-day public review period as required by Public Resources Code § 21091(b) and CEQA Guidelines § 15073(a). UltraSystems will send the NOI by certified mail or Federal Express to verify receipt. The NOI, Draft Initial Study/Mitigated Negative Declaration and Draft MMRP will be filed electronically with the State Clearinghouse along with the Notice of Completion.
- Consultant will mail up to **25 required notices** via **US Mail** to affected agencies and interested persons or stakeholders. Mailings will be via US mail.
- Consultant will also send via US Mail all noticing to Native American Tribes. The proof of deliveries will be assembled and provided to the City to document compliance. The NOI will indicate the final day for accepting written comments.

TASK 4.0 FINAL IS/MND/MMRP AND PUBLIC HEARING ATTENDANCE/NOD

Task 4.1 – Response to Comments: Consultant will prepare responses to environmental comments received on the Draft IS/MND. Upon receiving comments on the IS/MND during the **30-day** review period, Consultant would review the content of the letters to determine the nature and extent of the response to comments (RTCs) effort. This scope of work assumes Consultant will prepare responses for up to 10 individual environmental comments received on the Draft IS/MND. The RTCs would be provided to the City and after receiving one set of consolidated comments from the City, the RTCs would be finalized.

*Responding to more than **10 individual comments** would be performed on a time and materials basis with prior approval by the City.*

Task 4.2 – Final IS/MND and Mitigation Monitoring and Reporting Program: Consultant will prepare the final IS/MND that will include revisions to the Draft IS/MND based on comments received. If required, Consultant will assist the City in soliciting and incorporating the views of Responsible Agencies regarding the scope and the appropriate aspects of the

monitoring and reporting program and finalizing the MMRP.

Task 4.3 – Public Hearing Attendance / Draft NOD: Consultant will attend and participate in two public hearings (Planning Commission and City Council, up to two hours each) to answer questions regarding the environmental document and impact analysis. Consultant, in cooperation with the City, will help prepare the materials needed and participate in the hearing to the extent determined appropriate.

If environmental issues arise at the hearing requiring additional investigation(s) beyond the scope of work within this proposal, Consultant will provide the City with specific recommendations concerning an appropriate response. Consultant would prepare any additional studies that may be required immediately after receiving the City's authorization to proceed.

3. **TASK ORDER ADMINISTRATOR.** Consultant shall designate a principal point of contact for this task order:

Betsy A. Lindsay
UltraSystems Environmental, Inc.
16431 Scientific Way
Irvine, CA 92618
Telephone: (949) 788-49000

4. **SCHEDULE.** Consultant shall complete the Task Order by the date listed below, or, if specified, in accordance with the required schedule of milestones listed below:

All scope items listed in this task order shall be completed within four (4) weeks from the execution of this task order and upon receiving requested information from the City.

Estimated Task Milestone Schedule:

TASKS	TASK DURATION (IN WEEKS)	CUMULATIVE DURATION (IN WEEKS)
Attend Project Kick-Off Meeting	<1	<1
Prepare Project Description (include 1 week of City review and 1 week of UEI revisions)	3	4
Technical Studies/Reports Prepared	4	8
Administrative Draft Initial Study	3	11
City Review (2 week)	2	13
Proof check IS, Print check IS, MMRP	1	14
City Review (2 week)	2	16
Prepare NOI and NOC	-	16
Circulation Period (30 days)	4	20
Response to Comments	2	22
Public Hearings	**TBD**	**TBD**
Project Management and Coordination	**Continuous**	**Continuous**
AB 52 Support	**As Needed**	**As Needed**
	TOTAL	**22**

Assumptions:

1. Task 1.0 is assumed to be the week UltraSystems is provided written authorization to begin work.
2. UltraSystems is not responsible for schedule delays beyond its control.
3. Tasks may be performed concurrently within the same week, begin concurrently, or both.
4. Weeks are assumed to be work weeks consisting of five days.
5. The public hearing(s) would take place at the City's discretion.
6. Each City review round will consist of **two weeks**.
7. Each UltraSystems revision round will consist of up to **one week**.

5. **PAYMENT.** For services performed by Consultant in accordance with this Task Order, City will compensate Consultant in accordance with the terms and conditions of the Master Agreement based on the Approved Fee Schedule, attached as Exhibit B-1 to the Master Agreement. The total cost of this project is to be no more than **One Hundred Twenty-Five Thousand Six Hundred Fifty-three Dollars and Fifty Cents ($125,653.50)**, including a **$119,670.00** fee, based on the rates in the Approved Fee Schedule in the Master Agreement, and a 5% contingency of **$5,983.50**. Payments shall be made on a percent complete basis, where a completed portion of a task, or the entirety of a completed task, shall be invoiced by the Consultant upon approval by the City, in accordance with the below costs.

Table 1 of 5: UltraSystems Tasks-1 Project Initiation, Project Management, Coordination		
Task 1.0	**Tasks**	**Task Fee**
1.1	Kick-off Meeting	**$560**
1.2	Project Management & Coordination	**$10,000**
1.3	Project Description	**$7,780**
	Total	**$18,340.00**
Table 2 of 5: UltraSystems Tasks-2 Project Initiation, Project Management, Coordination		
Task 2.0	**Tasks**	**Task Fee**
2.1	Air Quality / GHG Tech Memo	**$10,870**
2.2	General Biological Resources Assessment (includes arborist assessment)	**$11,250**
2.3	Cultural Resources Assessment	**$13,150**
2.4	EDR	**$1,430**
2.5	Paleontological Resources Search	**$420**
2.6	Noise Impact Assessment	**$6,790**
2.7	CEQA VMT Screening	**$6,180**
	Total	**$50,090**
Table 3 of 5: UltraSystems Tasks-3 Administrative Draft Initial Study, Mitigated Negative Declaration and Mitigation Monitoring Program		
Task 3.0	**Tasks**	**Task Fee**
3.1	Administrative Draft Initial Study	**$22,680**
3.2	Administrative Draft MND and Draft MMRP	**$4,340**
3.3	Revise Administrative Draft Initial Study	**$2,040**
3.4	Public Draft IS/MND and MMRP	**$1,570**
3.5	Prepare the Notice of Intent (NOI) and Circulate the IS/MND	**$2,240**
	Total	**$32,870.00**

Table 4 of 5: UltraSystems Tasks-4 Final IS/MND/MMRP		
Task 4.0	**Tasks**	**Task Fee**
4.1	Response to Comments	**$7,630**
4.2	Final IS/MND/MMRP	**$5,830**
4.3	Public Hearing Attendance / Draft NOD	**$4,910**
	Subtotal	**$18,370**
	TOTAL	**$119,670**
Table 5 of 5: UltraSystems Rate Schedule		

ULTRASYSTEMS LABOR RATE SCHEDULE

PROFESSIONAL STAFF		HOURLY
Director		$200
Senior Project Manager		$195
Deputy Project Manager		$190
Senior Principal Engineer		$190
Scientist/Engineer		$180
Senior Planner		$170
Associate Planner		$165
Planner/Environmental Analyst		$160
Senior Biologist II		$170
Staff Biologist II		$160
Staff Biologist I		$155
Cultural Specialist		$165
Archaeologist		$160
Senior GIS Analyst		$165
Word Processor		$130
FIELD EQUIPMENT	**Daily**	**Weekly**
Excavation Screen	$5	$20
Field Supplies (shovels, health and safety, flagging, binoculars, etc.)	$15	$60
Garmin GPS (non-Trimble)	$5	$20
iPad Data Tablet	$25	$100
Kestrel Anemometer (or equivalent)	$5	$20
Photoionization detector (PID) or equivalent	$100	$400
Quest SoundPro SP-DL-1-1/3 Sound Level Meter (or equivalent)	$110	$440
RKI GX-2003 Multi-Gas Meter (or equivalent)	$65	$260
Trimble Geo7x GPS Unit with Rangefinder (or equivalent)	$120	$560

6. **SIGNATURES.** The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the Consultant and the City.

IN WITNESS WHEREOF, the City and Consultant do hereby agree to the full performance of the terms set forth herein.

"City"
City of South Pasadena

By:_____
Signature

"Consultant"
UltraSystems Environmental, Inc.

By:_____
Signature

Printed:_____ Printed:_____

Title:_____ Title:_____

Date:_____ Date:_____

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

City Council Agenda Report

ITEM NO. 15

DATE: August 20, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Lucy Hakobian, Community Services Director
Nathalie Wilcox, Community Services Supervisor

SUBJECT: **CONSIDERATION OF THE ADOPTION OF A RESOLUTION, APPROPRIATION OF FUNDS, AND ADOPTION OF A BUDGET AMENDMENT IN THE AMOUNT OF $14,250 RECEIVED THROUGH SPONSORSHIPS FOR THE SUMMER CONCERTS IN THE PARK SERIES.**

Recommendation

It is recommended that the City Council adopt a resolution, appropriate funds, and adopt a budget amendment for the sponsorship funds received in the amount of $14,250 from the Concert in the Park Donation Account No. 101-0000-0000-5270-008, and appropriate those funds to the Recreation Special Event Account No. 101-8030-8032-8264-000 for the 2025 Summer Concerts in the Park series.

Executive Summary

The Community Services Department solicited sponsorships from local businesses and community partners to help offset expenses associated with the 2025 Summer Concerts in the Park series. A total of $14,250 in sponsorship funds was received and deposited into the Concert in the Park Donation Account No. 101-0000-0000-5270-008. These funds now require appropriation into the Recreation Special Event Account No. 101-8030-8032-8264-000 to be utilized for these popular community events.

Background

The Summer Concerts in the Park series is a long-standing community tradition designed to promote civic pride, foster community engagement, and offer free, family-friendly entertainment in an outdoor setting. These concerts attract residents of all ages and feature a wide variety of musical performances, food vendors, and community booths. The series supports the enhancement of quality of life through accessible and enriching programming.

Analysis

The 2025 Summer Concerts in the Park series takes place on select Sundays throughout the summer season, featuring live music, family activities, and opportunities for residents to connect in a relaxed, outdoor environment. To help offset the production and operational costs of the event, the Community Services Department secured $14,250 in sponsorships from local community partners.

These sponsorship funds reduce reliance on the General Fund and allow the Department to

plan and execute high-quality events with greater financial flexibility. Leveraging community sponsorships helps ensure the sustainability of the series and provides residents with a consistent and enjoyable event each year. By utilizing sponsorship revenue, the City can preserve the General Fund resources for other essential programs and initiatives while still offering valuable and engaging public events.

Fiscal Impact
Funds in the amount of $54,300 are available for all special events including the concert series in the Fiscal Year 2025-2026 budget, Account No. 101-8030-8032-8264-000. In addition, sponsorship funds have been collected in the amount of $14,250 and will be allocated in the General Fund, Recreation Special Event Account No. 101-8030-8032-8264-000.

Commission Review and Recommendation
This item was not reviewed by a Commission.

Public Notification
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.

Attachment:
Attachment No. 1 -Proposed Resolution

CITY OF SOUTH PASADENA
RESOLUTION NO. __

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, APPROVING AN APPROPRIATION AND A BUDGET AMENDMENT IN THE AMOUNT OF FOURTEEN THOUSAND TWO HUNDRED FIFTY DOLLARS ($14,250) FOR THE 2025 SUMMER CONCERTS IN THE PARK SERIES

WHEREAS, the City of South Pasadena organizes the annual Summer Concerts in the Park series as part of its commitment to providing high-quality recreational and cultural programming for the community; and

WHEREAS, the City actively solicited sponsorships from local businesses and community partners to support the 2025 Summer Concerts in the Park Series; and

WHEREAS, a total of Fourteen Thousand Two Hundred Fifty Dollars ($14,250) in sponsorship funds has been received; and

WHEREAS, an appropriation and budget amendment is required to recognize the additional funds received for the 2025 Summer Concerts in the Park Series.

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

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated as if set forth in full.

SECTION 2. The City Council hereby approves the appropriation of $14,250 from Account No. 101-0000-0000-5270-008 to Account No. 101-8030-8032-8264-000.

SECTION 3. The City Council hereby approves a budget amendment as follows:

Description	Account	Adopted Budget	Proposed Budget	Budget Amendment
2025 Concerts in the Park	101-8030-8032-8264-000	$54,300	$14,250	$68,550

PASSED, APPROVED AND ADOPTED on this 20th day of August 2025.

Janet Braun, Mayor

ATTEST:

Mark Perez, Acting Chief City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 20th of August 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Mark Perez, Acting Chief City Clerk

City Council Agenda Report

ITEM NO. 16

DATE: August 20, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Alma Medina, Assistant to the City Manager

SUBJECT: **CONSIDERATION OF APPROVAL OF AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ROBERT HALF INTERNATIONAL INC., FOR MUNICIPAL STAFFING SERVICES IN AN AMOUNT NOT-TO-EXCEED $38,000 FOR A NEW TOTAL-NOT-TO-EXCEED AMOUNT OF $206,000**

Recommendation

It is recommended that the City Council approve an Amendment to the Professional Services Agreement with Robert Half International, Inc., to increase the compensation in the amount of $38,000 and for a new total not -to-exceed amount of $206,000.

Executive Summary

The City has been utilizing the municipal staffing services from Robert Half International Inc., (Robert Half), to temporarily assist both the Public Works and Finance Departments due to staff vacancies. As a result of current vacancy of a management assistant position, the Public Works Department needs assistance with administrative functions throughout all Divisions. The current agreement with Robert Half expires on December 31, 2025. Staff recommends approval of the proposed Amendment to the agreement, in the amount of $38,000 to fund temporary staffing services for the Public Works Department. The proposed Amendment would not extend the date of expiration at this time.

Background

In October 2024, the PSA with Robert Half was executed, to provide municipal staffing services for the Finance Department and was subsequently amended in December 2024 to increase the contract amount to include services for the Public Works Department and most recently was amended in June 2025 to increase the contract amount and extend the term through December 31, 2025. The need for temporary municipal staffing services by Robert Half is critical in support of the backlog of work and high workload within the Public Works Department to backfill the management assistant position, as that staff member is on temporary leave. The City's Human Resources Division is actively working to fill vacant positions and address employee turnover.

The initial Robert Half agreement for municipal staffing services had a duration from October 2, 2024, through June 30, 2025, for a maximum amount of $30,000. On December 4, 2024, the City Council approved an amendment to the agreement, in the amount of $81,000, for a new total contract amount of $111,000. On June 18, 2025, the City Council approved an amendment to the agreement, in the amount of $57,000, for a new total contract amount of

$168,000, and extended the agreement through December 31, 2025.

Since the agreement was approved by City Manager, the use of Robert Half has proven indispensable to the Department as it provides day-to-day support. The approval of the proposed amendment will allow the City to continue receiving temporary staffing services for the Public Works Department for its temporarily vacant management assistant position.

Analysis
Contracting with a temporary staffing agency like Robert Half allows the City to keep essential services running in Public Works and Finance when positions are vacant due to turnover, leave, or hiring delays. Temporary staff can start quickly, bring needed skills, and help prevent backlogs in work such as payroll, accounts payable, and work order management. This approach provides flexibility to adjust staffing as needed, avoids long-term salary and benefit costs, and reduces service disruptions while the City works to recruit and hire permanent employees.

Currently, the positions that are being backfilled by temporary staff through Robert Half are a senior analyst position in the Finance Department and a management assistant position in the Public Works Department. While the senior analyst position is vacant, the management assistant position is temporarily vacant, as that employee is out on temporary leave. These two positions are critical in the operations of their respective departments--the senior analyst process all accounts payable for the City and the management assistant position provides direct administrative support to the Public Works team. The proposed amendment is to continue receiving temporary staffing services for the temporarily vacant management assistant position.

The continued staff shortage in the Public Works Department caused by a temporary vacancy (due to temporary leave) of the management assistant position is impeding the City's ability to meet the administrative needs for the Capital Improvement Program (CIP) and department operations. The temporary staff services provided have allowed for the Department to continue daily office administration, fulfill customer service requests, process invoices, data, scheduling, filing, handling correspondence, and assisting with other clerical duties to all Department Divisions. Consequently, staff recommends a third amendment to the PSA to meet these needs. The proposed amendment would increase the contract amount by $38,000, for a new total contract amount of $206,000.

Therefore, approving the proposed amendment will ensure continued administrative support in the Public Works Department during the temporary vacancy, helping to maintain essential operations and service delivery while minimizing disruption and supporting the City's ongoing staffing transition.

Fiscal Impact
The proposed amendment, if approved, will increase the contract amount by $38,000, for a total contract not to exceed $206,000. The cost in FY 2025-2026 for temporary staffing services for the management assistant position will be $38,000. There are sufficient funds appropriated in the FY 2025-2026 Proposed Budget to cover the cost of the contract through salary savings due to the vacancies.

The increased amount of $38,000 will be funded from the following accounts, respectively; Account No. 101-6010-6011-8170-000 ($20,900), Account No. 230-6010-6116-8170-0000

($1,900), Account No. 500-6010-6710-8170-000 ($7,600) and Account No. 500-6010-6711-8170-000 ($7,600).

Attachment:
Attachment No. 1 - Proposed Amendment
Attachment No. 2 - Second Amendment
Attachment No. 3 - First Amendment
Attachment No. 4 - Professional Services Agreement

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR TEMPORARY STAFFING SERVICES

THIS AMENDMENT ("Amendment") is made on this 20th day of June 2025, by and between the CITY OF SOUTH PASADENA ("CITY") and ROBERT HALF INTERNATIONAL INC. ("CONSULTANT').

RECITALS

WHEREAS, on October 2, 2024, the CITY and CONSULTANT entered into an Agreement for PROFESSIONAL SERVICES ("Agreement") for CONSULTANT to perform MUNICIPAL PROFESSIONAL STAFFING services for the City; and

WHEREAS, the original Agreement was in the amount of $30,000, for the Scope of Services; and

WHEREAS, on December 4, 2024, the CITY executed an Amendment to increase the total contract in an amount not to exceed $81,000, for a new aggregate total of Agreement and Amendment sum total of $111,000; and

WHEREAS, on June 18, 2025, the CITY executed an Amendment to increase the total contract in an amount not to exceed $57,000, for a new aggregate total of Agreement and Amendment sum total of $168,000 and extended the agreement through December 31, 2025; and

WHEREAS, the CITY desires to execute an Amendment to increase the total contract in an amount not to exceed $38,000, for a new aggregate total of Agreement and Amendment sum total of $206,000.

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

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

   "Maximum Amount": The highest total compensation and cost payable to CONSULTANT by CITY under this agreement. The Maximum Amount under this Agreement is Two-Hundred Six Thousand Dollars ($206,000).

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

"City" City of South Pasadena	"Consultant" Robert Half International Inc.
By:_____ *Signature*	By:_____ *Signature*
Printed: Todd Hileman	Printed: Chriz Garza
Title: City Manager	Title: Senior Vice President
Date:_____	Date:_____

Attest:

By:_____
Mark Perez, Acting Chief City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne M. Diaz, City Attorney

Date:_____

Docusign Envelope ID: 1C5B3248-89BB-47D2-B6BF-4A561724427D

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR TEMPORARY STAFFING SERVICES

THIS AMENDMENT ("Amendment") is made on this 18th day of June 2025, by and between the CITY OF SOUTH PASADENA ("CITY") and ROBERT HALF INTERNATIONAL INC. ("CONSULTANT').

RECITALS

WHEREAS, on October 2, 2024, the CITY and CONSULTANT entered into an Agreement for PROFESSIONAL SERVICES ("Agreement") for CONSULTANT to perform MUNICIPAL PROFESSIONAL STAFFING services for the City; and

WHEREAS, the original Agreement was in the amount of $30,000, for the Scope of Services; and

WHEREAS, on December 4, 2024, the CITY executed an Amendment to increase the total contract in an amount not to exceed $81,000, for a new aggregate total of Agreement and Amendment sum total of $111,000; and

WHEREAS, the CITY desires to execute an Amendment to increase the total contract in an amount not to exceed $57,000, for a new aggregate total of Agreement and Amendment sum total of $168,000, and extend the agreement term through December 31, 2025; and

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

1. That Section 3.4 "Maximum Amount" of the Agreement is hereby amended to read as follows:
   "Maximum Amount": The highest total compensation and cost payable to CONSULTANT by CITY under this agreement. The Maximum Amount under this Agreement is One Hundred and Sixty-Eight Dollars ($168.000).

2. That Section 3.6 "Termination Date" of the Agreement is hereby amended to read as follows:
   "Termination Date": December 31, 2025

Docusign Envelope ID: 1C5B3248-89BB-47D2-B6BF-4A561724427D

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

"City"
City of South Pasadena

By: Signed by: Todd Hileman 5CF388AC480044B... _____
Signature

Printed: Todd Hileman

Title: City Manager

Date: 6/23/2025

"Consultant"
Robert Half International Inc.

By: DocuSigned by: Chris Garza 1B463DB073F0412... _____
Signature

Printed: Chriz Garza

Title: Senior Vice President

Date: 6/23/2025

Attest:

By: Signed by: Hector Gomez 8C28A8A8EFB14A7... _____
Hector Gomez, Chief City Clerk

Date: 6/24/2025

Approved as to form:

By: DocuSigned by: Roxanne Diaz A7800E5CA8A241F... _____
Roxanne M. Diaz, City Attorney

Date: 6/23/2025

Docusign Envelope ID: EAB61341-7B13-45CB-A3F7-539FB93F3058

AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR MUNICIPAL PROFESSIONAL STAFFING SERVICES

THIS AMENDMENT ("Amendment") is made on this 4th day of December 2024, by and between the CITY OF SOUTH PASADENA ("CITY") and ROBERT HALF INTERNATIONAL INC. ("CONSULTANT').

RECITALS

WHEREAS, on October 2, 2024, the CITY and CONSULTANT entered into an Agreement for PROFESSIONAL SERVICES ("Agreement") for CONSULTANT to perform MUNICIPAL PROFESSIONAL STAFFING services for the City; and

WHEREAS, the original Agreement was in the amount of $30,000 for the Scope of Services; and

WHEREAS, the CITY desires to execute an Amendment to increase the contract in the amount not to exceed $81,000, bringing the aggregate total of the Agreement and Amendment to a sumtotal of $111,000.

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

1. That Section 3.4 "Maximum Amount" of the Agreement is hereby amended to read as follows:
   "Maximum Amount": The highest total compensation and cost payable to CONSULTANT by CITY under this agreement. The Maximum Amount under this Agreement is One Hundred Eleven Thousand Dollars ($111,000).

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

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"City"
City of South Pasadena

By: Signed by: Donald E. Penman C9C235A36ABD40C... _____

Signature

Printed: Donald Penman

Title: Interim City Manager

Date: 12/10/2024

"Consultant"
Robert Half International Inc.

By: DocuSigned by: Chris Garza 1B463DB073F0412... _____

Signature

Printed: Chris Garza

Title: Senior Vice President

Date: 12/9/2024

Attest:

By: DocuSigned by: Mark Perez 8C28A8A8EFB14A7... _____
Mark Perez , Deputy City Clerk

Date: 12/10/2024

Approved as to form:

By: DocuSigned by: Roxanne Diaz A7800E5CA8A241F... _____
Roxanne M. Diaz, City Attorney

Date: 12/9/2024

Docusign Envelope ID: D4C55326-6A06-463D-B30A-0614AC2616CE

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of South Pasadena /Robert Half Inc.)

1. IDENTIFICATION

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

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: Municipal Professional Staffing.

2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. DEFINITIONS

3.1. "Scope of Services": Temporary Staffing Services, as indicated in Exhibit A.

3.2. "Agreement Administrator": The Agreement Administrator for this project is Tina Lopez, Human Resources & Risk Manager. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit A and incorporated herein by this reference. This

Docusign Envelope ID: D4C55326-6A06-463D-B30A-0614AC2616CE

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 Thirty-Thousand Dollars ($30,000). Notwithstanding anything to the contrary in this Agreement, Consultant may at any time, in its sole discretion, discontinue performance of the services once the Maximum Amount has been attained (even if Consultant continued to provide services after the Maximum Amount was reached).

3.5. "Commencement Date": Upon execution of this agreement.

3.6. "Termination Date": June 30, 2025

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 and City may extend the time to perform the services required hereunder via amendment exe authorized in advance by City in writing and incorporated in written amendments to this Agreement executed by Consultant and City.

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

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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, and all personnel engaged in the work shall be qualified to perform such services. Chris Graza, Senior Regional Director of Robert Half Inc., shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.

5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.

5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this

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Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement. This audit provision shall not apply to confidential information, including but not limited to, Consultant's Assigned Individual's personnel files or the remuneration paid by Consultant to its Assigned Individuals and subcontractors.

6. SUBCONTRACTING

6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.

6.3. **Reserved.**

6.4. **Compensation for Subcontractors.** Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule set forth in Exhibit B as full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.

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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 the Assigned Individuals for City in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

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

10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not

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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. Notwithstanding anything to the contrary in this Agreement, Consultant shall not be liable for, or have any duty of defense or indemnification with respect to any acts or omissions of City.

11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation.

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Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.

11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.

11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other non-employee 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: Temporary Staffing Services
- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.

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: $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 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. Pr**ofessional 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

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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

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Pasadena, Attn: Tina Lopez, Human Resources & Risk Manager, 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

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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

Tina Lopez
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7230

If to Consultant

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

With courtesy copy to:

Roxanne Diaz
South Pasadena City Attorney
Richards Watson and Gershon
350 South Grand Avenue
37th Floor Los Angeles CA 90071
Telephone: (213) 626-8484

With a copy to:

Robert Half Inc.
Attn Client Contracts Dept.
3001 Bishop Drive, Suite 140
San Ramon, CA 94583

15. SURVIVING COVENANTS

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

16. TERMINATION

16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.

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16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid for all hours worked and verified and any applicable conversion fees. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.

16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.

17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.

17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.

17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

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

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

18. GENERAL PROVISIONS

18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement. Confidential information shall not include (1) information that is in the public domain; (2) information that was known to the receiving party before receipt of the information from the disclosing party; or, (3) information received from a third party having the right to lawfully possess and disclose such information without breaching any promise of confidentiality. In addition, no receiving party shall be in violation of this Agreement if required to disclose such information by a court of competent jurisdiction or governmental agency with power to force disclosure. However, upon receipt of a subpoena or other order to produce Confidential Information, the receiving party shall promptly notify the disclosing party in writing of such disclosure requirement.

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.

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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.

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"City"
City of South Pasadena

By: Signed by: Donald E. Penman C9C235A36ABD40C...
Signature

Printed: Donald E. Penman

Title: Interim City Manager

Date: 10/2/2024

"Consultant"
Robert Half Inc.[EOE]

By: DocuSigned by: Chris Garza 1F403DB073F0412...
Signature

Printed: Chriz Garza

Title: Senior Vice President
Date: 10/1/2024

Attest:

By: DocuSigned by: Mark Perez 8C28A8A8EFB14A7...
Mark Perez
Deputy City Clerk

Date: 10/2/2024

Approved as to form:

By: DocuSigned by: Roxanne M. Diaz A7800E5CA8A241F...
Roxanne Diaz, City Attorney

Date: 10/2/2024

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EXHIBIT A: SCOPE OF SERVICES

Consultant shall provide City with temporary staffing services.

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

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

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

Nothing in this Agreement shall obligate any Robert Half Inc. branch office, other than the administrative & customer support, finance and accounting contract talent, and finance & accounting full-time engagement professional practice groups of the branch office located in Pasadena, California to perform services for City under the terms and conditions contained herein. Notwithstanding the foregoing, Robert Half Inc. shall be responsible for any liability or claim arising out of the performance of the services under the terms of this Agreement.

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

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

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h) Maintaining personnel and payroll records; and
i) Requiring its employees to acknowledge that they will have no right to participate in any employee benefit plans of Client.

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

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

City shall supervise Assigned Individuals providing services to City. City shall not permit or require Assigned Individuals:
(i) to perform services outside of the scope of Assigned Individual's assignment;
(ii) to sign contracts or statements (including SEC documents);
(iii) to make any management decisions;
(iv) to make any final decisions regarding system design, software development or the acquisition of hardware or software;
(v) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables;
(vi) to use computers, or other electronic devices, software or network equipment owned or licensed by Assigned Individual;
(vii) to operate machinery (other than office machines) or automotive equipment.

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

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

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

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

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EXHIBIT B – COMPENSATION

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

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

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

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

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

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

In the event City wishes to convert any of Consultant’s Assigned Individuals from the administrative & customer support contract talent or finance & accounting contract talent practice groups, City agrees to pay a conversion fee in accordance with this Section. The conversion fee will equal a percentage of the Assigned Individual's aggregate annual compensation, including bonuses, based on the number of hours billed and paid. City agrees to pay a conversion fee if Consultant's Assigned Individual is hired by an affiliate or other related

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business entity as a result of City's subsequent referral of the Assigned Individual or one of City's customers as a result of Assigned Individual providing services to that customer. The conversion fee is payable if City hires the Assigned Individual, regardless of the job classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment. The same calculation will be used if City converts Consultant's Assigned Individual on a part-time basis using the full-time equivalent salary; however, the conversion fee will not be less than $1,000.

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

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

Robert Half®

Exhibit C

October 3, 2024

Personal & Confidential
WILLIAM CASTRILLON
CITY OF SOUTH PASADENA
1414 MISSION STREET
SOUTH PASADENA, CA 91030

Job Order Number: 00490-0013080237

Dear William,

Thank you for selecting Robert Half to meet your talent solutions needs. Clarissa Koo is scheduled to start with City of South Pasadena as an Accounts Payable Specialist on 10-03-2024. As agreed, we will invoice your firm at the rate of $58.89 per hour. Overtime will be billed at 1.50 times such rate. Please find the enclosed General Conditions of Assignment and Terms of Payment for your review.

Our professional will submit a time report for verification and approval at the end of each week. Your approval thereby will indicate you have read and agree to the enclosed General Conditions of Assignment and Terms of Payment.

Please do not hesitate to contact us if you have any questions or we can be of additional service. We look forward to working with you.

Sincerely,

Robert Half
790 E. Colorado Blvd
Ste 800
Pasadena, CA 91101-2197
(800) 803-8367

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An Equal Opportunity Employer M/F/Disability/Veterans.

GENERAL CONDITIONS OF ASSIGNMENT

Thank you for your confidence in *Robert Half*. The following General Conditions of Assignment and the enclosed Terms of Payment apply to this assignment.

Scope of Assignment	Our professional is only authorized to perform work within the scope of the assignment. It is your responsibility to provide appropriate direction, guidance or oversight to our professional for satisfactory performance on your assignment. You will not permit our professional to use computers or other electronic devices, software, services, tools, e-mail accounts or network equipment owned or licensed by our professional. Since *Robert Half* is not a professional accounting firm, it is expressly understood that our professionals are not authorized to render an opinion on behalf of *Robert Half* or on your behalf on financial statements, nor are our professionals authorized to sign the name of *Robert Half* on any document or to sign their own names on financial statements or tax returns.
Client's Responsibility	**It is understood that you are responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls (including information technology, proprietary information, creative designs and trade secret safeguards) for your company and we shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures. Please notify us immediately if you require *Robert Half* to perform background checks or other placement screenings of our professional. We will conduct such checks or screenings for you only if they are described in a signed, written amendment to these General Conditions of Assignment.** ***Cash Handling and Other Financial Transactions and Activities:*** If you permit or allow our professional to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, or conduct financial transactions or other related activities, you accept sole responsibility for all claims, demands and liability that may arise from permitting these activities. You represent and warrant that to the extent you permit or allow our professional to engage in the activities described in this paragraph, you will not permit or allow our professional to handle more than (i) $1,000 per day if you are a non-profit entity, or (ii) $25,000 per day if you are a for-profit entity. ***Workplace Safety:*** It is understood that you have full responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to your business, and (ii) ensuring that safety plans exist for, and safety related training is provided to, our professional working on your premises. To ensure the safety of potentially vulnerable individuals on your premises, you agree not to permit our professional to have unsupervised or unmonitored contact with (1) minors and (2) adults who are under your care, custody or supervision because of mental health impairments. ***Government Contracts:*** If this assignment is for work to be performed under a government contract or subcontract, you will notify us immediately (1) of any obligations in the government contract or subcontract relating to wages, and (2) if we are legally required to initiate E-Verify verification procedures for our professional. ***Operation of Vehicles and Equipment:*** It is understood that we will not authorize our professional to operate machinery (other than office machines) or vehicles. If you wish to permit our professional to drive for business purposes, you accept sole responsibility for all liability, damages, injuries or other claims that may arise or be incurred as a result of driving. If you require our professional to drive a vehicle owned by you or an employee of your company, you agree to maintain such vehicle in good working condition and maintain all necessary and appropriate insurance for the operation of such vehicle. Under no circumstances will you permit our professional to: make bank deposits; carry cash in excess of $100, negotiable instruments or other valuables while driving; or have passengers in the vehicle. It is agreed that you accept full responsibility for, and that we do not maintain insurance to cover any injury, damage, or loss that may result from your failure to comply with the foregoing. ***Claims:*** It is understood that you are responsible for reporting any claim to us in writing during or within ninety (90) days after the assignment. Under no circumstance will *Robert Half* be responsible for any claim related to the assignment, including but not limited to work performed by our professional, unless you have reported such claim in writing to us within ninety (90) days after termination of the assignment.
Remote Work	You may request that our professional provide services to you remotely (i.e., from a location other than your or your customer's premises) using a laptop and/or other computer or telecommunications equipment provided by you or *Robert Half* (collectively, the "Equipment"). In such case, you acknowledge and agree that *Robert Half* shall have no control over, and you shall be solely responsible for, (i) the logical and physical performance, reliability and security of the Equipment or related devices, network accessibility and availability, software, services, tools and e-mail accounts (collectively, "Computer Systems") used by our professional, and (ii) the security, integrity and backing up, of the data and other information stored therein or transmitted thereby. Moreover, you must not permit our professional to save or store any of your files or other data on the Computer Systems provided by us (including, but not limited to, any virtual desktop infrastructure solution). You agree that we shall not be liable for any loss, damage, expense, harm, business interruption or inconvenience resulting from the use of such Computer Systems.

- CONTINUED ON REVERSE -

TERMS OF PAYMENT

Thank you for your confidence in *Robert Half*. Our professional for this assignment of Accounts Payable Specialist is Clarissa Koo. The assignment will start on 10-03-2024. As agreed or otherwise communicated, we will invoice your firm at the rate of $58.89 per hour. Should you wish to use our professional for other assignments, please let us know. The hourly billing rate may then change to reflect the experience necessary for the assignment. Call *Robert Half* for any changes in the assignment. We request a minimum thirty (30) days' notice prior to ending any assignment.

The following Terms of Payment apply to this assignment:

Guarantee	*Robert Half* guarantees your satisfaction with our professional's services by extending to you a one-day (8 hours) guarantee period. If, for any reason, you are dissatisfied with our professional, *Robert Half* will not charge for the first eight hours of work by the professional, provided that *Robert Half* is allowed to replace the professional. Unless you contact us before the end of the first eight hours guarantee period, you agree that our professional is satisfactory.
Time Report	Our professional will submit a time report for verification and approval at the end of each week. Your approval thereby indicates your acknowledgement of the General Conditions of Assignment and these Terms of Payment. Our compensation to our professional is on a weekly basis, and you will be billed weekly for the total hours of work by the professional, including time spent completing, revising, and/or resubmitting a time report during business hours, and we ask that you respect those guidelines. Because *Robert Half* invoices reflect payroll we have already paid, our invoices are due upon receipt. Applicable sales and service taxes shall be added to these invoices. In the event that you fail to pay the invoice when due, you agree to pay all of our costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, we may, at our option, charge interest on any overdue amounts at a rate of the lesser of 1 1/2% per month or the highest rate allowed by applicable law from the date the amount first became due.
Overtime	Overtime will be billed at 1.50 times the normal billing rate. Overtime applies when hours of work by the professional exceed 40 hours per week (and in California exceed more than 8 hours in a day and as other state laws may require). If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.
Hiring the Person Referred to You	After you evaluate the performance and potential of our professional, you may wish to employ this person directly. Our professionals represent our pool of skilled professionals and in the event you wish them converted to your employ or another employer to whom you refer them, you agree to pay a conversion fee. The conversion fee is payable if you hire our professional, regardless of the employment classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment. You also agree to pay a conversion fee if our professional is hired by (i) a subsidiary or other related company or business as a result of your referral of our professional to that company or (ii) one of your customers as a result of our professional providing services to that customer. The conversion fee will equal 35% of the professional's aggregate annual compensation, including bonuses. The conversion fee will be owed and invoiced upon your hiring of our professional, and payment is due upon receipt of this invoice. The same calculation will be used if you convert our professional on a part-time basis using the full-time equivalent salary.
Employment Taxes and Withholdings	*Robert Half* will handle, to the extent applicable, any workers' compensation insurance, federal, state and local withholding taxes and unemployment taxes, as well as social security, state disability insurance or other payroll charges.
General Conditions	*Robert Half* may charge you a technology fee for the provision of equipment or technology, if you request that our professional use equipment or technology provided by us. *Robert Half* may also increase our rates provided under the Terms of Payment to reflect increases in our own costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit and other costs. We will provide written or verbal notice of the technology fees and/or increase in our rates. Any increase in our rates will be prospective, starting as of the effective date *Robert Half* specifies. A copy of the General Conditions of Assignment has been provided to you. We reserve the right to replace our professional.

Job Order: 00490-0013080237 Date: 10-03-2024

City Council Agenda Report

ITEM NO. 17

DATE: August 20, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Reyna Salazar, Senior Management Analyst/ Administrative Supervisor

SUBJECT: **CONSIDERATION OF AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH BASE HILL DBA JAN POINT JANITORIAL SERVICES IN THE AMOUNT OF $3,500 FOR SERVICES RENDERED IN FISCAL YEAR 2024-2025**

Recommendation

It is recommended that the City Council consider approval of an amendment to the Maintenance Agreement with Base Hill dba Jan Point for City Wide Janitorial services rendered in Fiscal Year 2024-25, in the amount of $3,500.

Executive Summary

On September 21, 2022 , City Council approved the maintenance agreement with Base Hill dba Jan Point for a total of $619,200, for a term of 3 years, ending June 30, 2023, with an automatic 2 year extension option; bringing the potential true term ending date to June 30, 2025. The agreement established an annual amount to be expended per Fiscal Year, and the services rendered for FY 2024-2025 have surpassed the original contract amount, due to the addition of work being conducted at the Fire Department, Community Services Department, and AYSO. As such, an amendment is required to pay for the services already rendered, in the amount of $3,500. There is no appropriation required for this amendment, as sufficient funding is available in the Facilities Operational account to accommodate the additional expenditures.

Background

There are thirteen (13) building and park restroom facilities in the City of South Pasadena that require routine janitorial services. In September 2022, the City Council approved a one-year agreement with two optional one-year extensions (three years total) with Base Hill, Inc. to perform janitorial services, and authorized a not-to-exceed contract amount of $206,400 per year for Fiscal Years (FY) 2022-2023, 2023-2024, and 2024-2025.

The awarding of this agreement was based on a solicitation of janitorial service firms through a request for proposals (RFP) posted on the PlanetBids website on August 19, 2022. To control costs and reduce administrative staff effort, the RFP requested fixed costs for the first three years of the agreement. Forty (40) firms were notified of the proposal opportunity, including vendors that provide janitorial services to neighboring cities Monterey Park, Pasadena, & San Marino. Twenty-four (24) prospective bidders expressed interest in participating – including twenty (20) from the notification list and three (3) additional vendors,

and three (3) submitted proposals during the bid period.

In 2022, Base Hill's proposal was the lowest of the three received. South Pasadena Municipal Code section 2.99-29 defines the purchasing procedure to select a maintenance services contractor, and lists the factors required to select the lowest responsible bidder. A panel consisting of three City staff members reviewed the received proposals, and found Base Hill's proposal to be responsive, and therefore found Base Hill, Inc. to be the lowest responsible bidder, in accordance with the Municipal Code. Base Hill, Inc. is located in the City of Santa Fe Springs. The RFP requested prevailing wage rates be provided for all janitorial work conducted. While prevailing wage is required for the public utility work and not required for the rest, it is believed that the wages necessary in order for janitorial service vendors to obtain and retain qualified workers, are commensurate with the value of prevailing wage.

During Fiscal Year 2024-25, various Departments requested additional Janitorial work be provided for city building city parks due to New City events. The total for the additional services is $3,500 and payment is now due to the vendor.

This proposed amendment with Base Hill dba Jan Point will allow staff to pay for the rendered services throughout FY 2024-25, in the amount of $3,500.

Analysis
The proposed amendment with Base Hill dba Jan Point, in the amount of $3,500, covers the various cost for additional Janitorial services the City received during FY 2024-25. Services included Council Chamber and Fire Department Carpet Cleaning, additional janitorial needs for City July 4th and Multi Cultural Events, and additional Arroyo Park cleaning request for AYSO.

This Agreement is valid through FY 2024-25. It should be noted that the City Council has already approved a new agreement for Base Hill dba Jan Point at the June 4, 2025 City Council Meeting, for a total $675,000 valid through June 30 ,2028; with Two Hundred and Twenty Thousand Dollars ($220,000) in Fiscal Year 2025-2026, Two Hundred and Twenty-Five Thousand Dollars ($225,000) in Fiscal Year 2026-2027, and Two Hundred and Thirty Thousand Dollars ($230,000) in Fiscal Year 2027-2028, respectively. The proposed amendment will align the services rendered in FY 2024-25 and allow staff to make the payment of $3,500.

Fiscal Impact
At this time, no appropriation is requested, as sufficient funding is available in Account No. 101-6010-6601-8180 (Facilities Division Contract Services).

Commission Review and Recommendation
This item was not reviewed by a commission.

Public Notification
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:
Attachment No. 1 - Proposed Amendment

Attachment No. 2 - Agreement with Base Hill dba Jan Point

FIRST AMENDMENT TO MAINTENANCE SERVICES AGREEMENT FOR CONTRACT SERVICES

THIS FIRST AMENDMENT ("Amendment") to the Maintenance Agreement is made and entered into as June 30, 2025 ("Effective Date"), by and between the CITY OF SOUTH PASADENA ("CITY") and BASE HILL INC. DBA JAN POINT ("CONTRACTOR").

RECITALS

WHEREAS, , the CITY and CONTRACTOR entered into a Maintenance Agreement dated September 22, 2022 ("Agreement"), for Citywide Monthly and On-Call Janitorial Services; and

WHEREAS, the "Maximum Compensation" for Fiscal Year 2024-2025 was originally in the amount of $206,400;

WHEREAS, the CITY desires to amend the Agreement to increase the Maximum Compensation for services provided during Fiscal Year 2024-2025;

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

Section 1. Section 3.3 entitled "Maximum Amount" as set forth in the Agreement is hereby amended to read as follows:

> "The highest total compensation and costs payable to Contractor by City under this Agreement. The Maximum Amount under this Agreement is Two Hundred and Six Thousand and Four Hundred Dollars ($206,400) in Fiscal Year 2022-2023, Two Hundred and Six Thousand and Four Hundred Dollars ($206,400) in Fiscal Year 2023-2024, and Two Hundred and Nine Thousand and Nine Hundred Dollars ($209,900) in Fiscal Year 2024-2025."

Section 2. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

The parties have executed this Agreement as of the Effective Date set forth above.

"City" City of South Pasadena	"Consultant" Base Hill, Inc. dba Jan Point
By:_____ *Signature*	By:_____ *Signature*
Printed:_____	Printed:_____
Title:_____	Title:_____

Attest:

By:_____
Mark Perez, Acting Chief City Clerk

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Attachment No. 2

MAINTENANCE AGREEMENT
Providing Payment of Prevailing Wages

(City of South Pasadena / *Base Hill, Inc.*)

1. IDENTIFICATION

This MAINTENANCE AGREEMENT ("Agreement") is entered into by and between the City of South Pasadena, a California municipal corporation ("City"), and **Base Hill, Inc.**, a **corporation** ("Contractor").

2. RECITALS

2.1. City has determined that it requires the following recurring maintenance services from a contractor: **Janitorial Services**.

2.2. Contractor represents that it is fully qualified to perform such maintenance services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it is willing to accept responsibility for performing such maintenance services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

3.1. "Scope of Services": The required Scope of Services is attached hereto as Exhibit A and incorporated herein by this reference.

3.2. "Agreement Administrator": The Agreement Administrator for this project is **H. Ted Gerber, Public Works Director**. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Contractor

3.3. "Maximum Amount": The highest total compensation and costs payable to Contractor by City under this Agreement. **The Maximum Amount under this Agreement is Two Hundred and Six Thousand and Four Hundred Dollars ($206,400) in Fiscal Year 2022-2023, Two Hundred and Six Thousand and Four Hundred Dollars ($206,400) in Fiscal Year 2023-2024, and Two Hundred and Six Thousand and Four Hundred Dollars ($206,400) in Fiscal Year 2024-2025**.

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3.4. "Commencement Date": **September 22, 2022**.

3.5. "Termination Date": **June 30, 2023.** The term of this agreement shall be extended automatically up to two (2) times for an additional twelve (12) month period, to June 30, 2024, and June 30, 2025, respectively, unless the City, under its sole discretion, informs Contractor that it has decided to opt out of such automatic extension by providing written notice no later than sixty (60) days prior to expiration.

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 15 ("Termination") below.

5. CONTRACTOR'S DUTIES

5.1. **Services**. Contractor 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, Contractor shall coordinate all contact with City through its Agreement Administrator.

5.3. **Budgetary Notification**. Contractor shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Contractor shall concurrently inform the Agreement Administrator, in writing, of Contractor'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.** Contractor shall obtain and maintain in force a City business license for the duration of this Agreement.

5.5. **Professional Standards.** Contractor shall perform all work to the highest standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor 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.).

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5.6. Appropriate Personnel. Contractor 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 Contractor or under its supervision or by subcontractor(s) of Contractor, and all personnel engaged in the work shall be qualified to perform such services. **Sunny Kim** shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.

5.7. Prevailing Wages. This Agreement is subject to the prevailing wage law as more fully set forth in Section 8 (Labor Code), for all work performed under this Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Contractor acknowledges that prevailing wage determinations are available for work performed under this Agreement.

5.8. Permits and Approvals. Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary, if any, for Contractor's performance of this Agreement including, but not limited to, professional licenses and permits.

5.9. Notification of Organizational Changes. Contractor shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Contractor's firm or of any subcontractor. Change of ownership or control of Contractor's firm may require an amendment to this Agreement.

5.10. Records. Contractor 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 Contractor 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 AND ASSIGNMENT

6.1. General Prohibition On Assignment. This Agreement covers services of a specific and unique nature. Except as otherwise provided herein, Contractor shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

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6.2. Contractor Responsible. Contractor shall be responsible to City for all services to be performed under this Agreement.

6.3. Subcontracting. Contractor shall not subcontract any portion of the performance contemplated and provided for herein unless (1) such subcontracting is specifically described in the proposal attached hereto or (2) the City provides prior written approval. In any event, Contractor shall supervise all work subcontracted by Contractor in performing the services described in the Scope of Services and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work shall not relieve Contractor from any of its obligations under this Agreement with respect to the services described in the Scope of Services. Contractor is obligated to ensure that any and all subcontractors performing any services under this Agreement shall be fully insured in all respects and to the same extent as set forth under Section 13 (Insurance), to City's satisfaction.

6.4. Compensation for Subcontractors. Contractor 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 Contractor for the services provided under this Agreement, and Contractor agrees to accept payment, the Maximum Amount in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Contractor shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

7.2. Invoices. Contractor 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. Contractor shall include a copy of each subcontractor invoice, if any, for which reimbursement is sought in the invoice.

7.3. Taxes. City shall not withhold applicable taxes or other payroll deductions from payments made to Contractor except as otherwise required by law. Contractor 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 Contractor.

8. LABOR CODE

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8.1. **Prevailing Wage Law.** Prevailing Wage Law. This Agreement is subject to the requirements of the prevailing wage laws, including, but not limited to, Labor Code Section 1720 et seq., and Labor Code Section 1770 et seq., as well as Code of Regulations, Title 8, Section 16000 et seq., which require payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Contractor shall defend, indemnify, and hold harmless City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Contractor to comply with such prevailing wage laws.

8.2. **Payment of Prevailing Wages.** Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification.

8.3. **Forfeiture.** Contractor shall forfeit as a penalty to City Two Hundred Dollars ($200.00), or any greater penalty provided in the Labor Code, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under this Agreement employed in the performance of the Scope of Services by Contractor or by any subcontractor of Contractor in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

8.4. **Apprentices.** Contractor shall comply with the provisions of Labor Code 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code 1777.5.

8.5. **Payroll Records.** Pursuant to Labor Code 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code 1811 and Labor Code 1815 for any work performed by his or her employees on the public works project. The payroll records shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code 1776.

8.6. **8-Hour Work Day.** This Agreement is subject to 8-hour work day and wage and hour penalty laws, including, but not limited to, Labor Code 1810 and Labor Code 1813.

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Contractor and any subcontractor(s) of Contractor shall strictly adhere to the provisions of the Labor Code regarding 8-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Pursuant to the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Contractor's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City $25.00, or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

8.7. Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code 1771 and Labor Code 1725.5 requiring registration with the Department of Industrial Relations (DIR).

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Contractor 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. Contractor 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 Contractor.

10. RELATIONSHIP OF PARTIES

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

10.2. No Agent Authority. Contractor 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 Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor 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 Contractor or its employees look to the City as an employer. Contractor shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such a determination. Contractor

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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 Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor 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, "Contractor" shall include Contractor, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Contractor or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.

11.2. Contractor to Indemnify City. To the fullest extent permitted by law, Contractor 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 Contractor's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Contractor 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. Contractor 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. Contractor 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 Contractor with respect to a claim. If the City requests a defense deposit, Contractor shall provide it within 15 days of the request.

11.6. Waiver of Statutory Immunity. The obligations of Contractor under this Section 12 are not limited by the provisions of any workers' compensation act or similar act.

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Contractor expressly waives its statutory immunity under such statutes or laws as to City.

11.7. Indemnification by Subcontractors. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 12 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Contractor'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. Contractor'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. Contractor shall maintain insurance as described in this section and shall require all of its subcontractors, Contractors, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Contractor. 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 Contractor's obligation to provide them. Contractor 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: **Janitorial Services**
- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- City reserves the right to obtain a full certified copy of any required 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:

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- 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. Contractor 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 Contractor 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. 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

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another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

12.8. Additional Insured Endorsements. The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Contractor's insurance policies shall be primary as respects any claims related to or as the result of the Contractor's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or Contractors 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 Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

12.9. Failure to Maintain Coverage. In the event any policy is canceled prior to the completion of the project and the Contractor 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 Contractor under this Agreement. Failure of the Contractor 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.

12.10. Insurance 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. Contractor shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Contractor 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: **Risk Management**, 1414 Mission Street, South Pasadena, CA 91030.

12.11. Contractor's Insurance Primary. The insurance provided by Contractor, 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 Contractor's insurance and shall not contribute with it.

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12.12. Waiver of Subrogation. Contractor hereby waives all rights of subrogation against the City. Contractor shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.

12.13. Report of Claims to City. Contractor shall report to the City, in addition to the Contractor's insurer, any and all insurance claims submitted to Contractor's insurer in connection with the services under this Agreement.

12.14. Premium Payments and Deductibles. Contractor must disclose all deductables and self-insured retention amounts to the City. The City may require the Contractor 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. Contractor shall be responsible for all premiums and deductibles in all of Contractor's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

12.15. Duty to Defend and Indemnify. Contractor'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 Contractor with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Contractor's services under this Agreement.

13.2. Contractor Cooperation in Defense of Claims. If any claim or action is brought against City relating to Contractor's performance in connection with this Agreement, Contractor 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 Contractor'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).

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If to City:

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

If to Contractor:

Sunny Kim, President/Project Manager
11823 Slauson Ave., Suite 3
Santa Fe Springs, CA 90670
Telephone: 213-425-3070

With courtesy copy to:

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

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.10 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), paragraph 12.7 (Claims-Made Policies), paragraph 13.2 (Contractor 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 Contractor. Contractor 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. Contractor Termination. Contractor may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.

16.3. Compensation Following Termination. Upon termination, Contractor shall be paid based on the work satisfactorily performed at the time of termination. In no event shall

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Contractor be entitled to receive more than the amount that would be paid to Contractor 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 Contractor'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 Contractor 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 Contractor.

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.

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18. GENERAL PROVISIONS

18.1. Confidentiality. All data, documents, discussion, or other information developed or received by Contractor for performance of this Agreement are deemed confidential and Contractor 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. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor 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. Contractor 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 Contractor.

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. Contractor 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

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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. Contractor 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 Contractor unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Contractor 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. Contractor shall not be liable for any failure to perform if Contractor 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 Contractor.

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, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.

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

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

"City"
City of South Pasadena

DocuSigned by:
By: Armine Chaparyan
B6F60358A0F24D7...
Signature

Printed: Armine Chaparyan

Title: City Manager

Date: 12/12/2022

"Contractor"
Sunny Kim

By: _____
Signature

Printed: SUNNY KIM

Title: PRESIDENT

Date: 10-05-2022

Attest:

DocuSigned by:
By: Desiree Jimenez, CMC
0D3565954B8F436...
Desiree Jimenez, City Clerk

Date: 12/15/2022

Approved as to form:

DocuSigned by:
By: Andrew Jared
0E98AF29902B451...
Andrew L. Jared, City Attorney

Date: 12/12/2022

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WORKER'S COMPENSATION INSURANCE ACKNOWLEDGEMENT

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

Date: 10-05-2022

Signature

SUNNY KIM

Printed Name

PRESIDENT

Title

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Exhibit A
Scope of Services

I. TERMS OF CONTRACT

The initial term of this agreement shall be three (3) years. At the conclusion of the term of the agreement, the City may at its option, extend or terminate the contract. If requested by the Contractor, a contract extension may be considered by the City, provided that such request is made in writing 60 days prior to the separation of the agreement. The contract may be extended up to two (2) additional one (1) year terms under the same terms and conditions, except cost of living increase for the Los Angeles area starting in the fourth year of the agreement. In no case shall said adjustment exceed the change in the cost of living index for the Los Angeles area. The Contractor agrees to provide the services described in this Scope of Services for said additional periods, should the City give the required notice. In addition, the City has the right to terminate the contract with or without cause at any time within thirty (30) days written notice.

II. SCOPE OF SERVICE

Contractor shall perform completely all work and incidentals appurtenant to the Contract Documents. Any mention herein or indication on the drawings of materials, operations, or methods, requires that the contractor provide each item mentioned, perform each operation described and provide all necessary labor, equipment, materials and incidentals.

III. REQUIRED QUALIFICATIONS

The firm must maintain and provide to the City a "Quality Control Plan.". The Quality Control Plan shall provide the City with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. In addition, the firm must submit to the City for approval, a current Safety Manual that meets SB 198 requirements for injury and illness prevention.

IV. PREVAILING WAGES

In accordance with the provisions of Section 1770 et seq., of the California Labor Code, the Director of Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. The Contractor will be required to pay to all workers employed on the project sums not less than the sums set forth in the Department of Industrial Relations Director's General Prevailing Wage Determinations.

Attention is directed to the provisions of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him. The Contractor and any subcontractor under him shall comply with the requirements of said sections in the employment of apprentices.

Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Director of Industrial Relations, San Francisco, California, or the Division of Apprenticeship Standards and its branch offices.

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V. GENERAL REQUIREMENTS

LICENSES AND PERMITS

Contractor shall obtain at its sole cost and expense such licenses, permit and approvals as may be required by law for the performance of the services required by these Contract Documents. Contractor shall maintain a valid City business license through the duration of the contract term.

NON-DISCRIMINATION

Contractor is required to certify that its firm shall not discriminate against any subcontractor, supplier, employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, AIDS disability, sex or national origin. Contractor is required to take affirmative action to ensure that applicants are employed and employees are treated fairly during employment without regard to their race, religion, color ancestry, age, sexual orientation, AIDS disability, sex or national origin.

INSURANCE

Contractor shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, insurance with an insurance company admitted to do business in California and approved by the City in accordance to Section 12 ("Insurance") of the Maintenance Agreement.

PERSONNEL

Personnel shall not be employees of or have any contractual relationship with the City of South Pasadena.

EQUAL OPPORTUNITY

In connection with the execution of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are tested during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to the following: equipment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

PROJECT ORGANIZATION

Contractor must provide a project manager to act as a liaison with the Park Supervisor/Public Works Operations Manager, who will coordinate written reports and see the project through to satisfactory conclusion. The City's Park Supervisor/Public Works Operations Manager will be responsible for the direction, review and approval of all work.

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VI. TERMS AND CONDITIONS

METHOD OF PAYMENT

The City of South Pasadena intends to make payment within forty-five (45) days of invoice submittal following satisfactory completion of the work required.

INTEREST OF CONTRACTOR

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the City or any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this contract no person having any such interest shall be employed.

CHANGES

The City may require changes in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties shall be incorporated in written amendments to this Agreement. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope.

ADDITIONS/DELETIONS OF SERVICE

The City reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the contracted price. Should additional services be required from this contract, prices for such additions shall be in accordance with this Agreement. No additional work should be performed unless otherwise authorized by the City in writing.

CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for any damages whatsoever to City property as applicable when such property is the responsibility or in custody of the Contractor, his/her employees or subcontractors.

RECORDS AND REPORTS

Contractor shall prepare and submit to the **Facilities Supervisor/Public Works Operations Manager** such reports concerning the performance of the services required by this Agreement as required.

Contractor shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the **Facilities Supervisor/Public Works Operations Manager** to evaluate the performance of such services. The **Facilities Supervisor/Public Works Operations Manager** shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, request certified payrolls, and make records and transcripts from such records.

All reports, records, documents and other materials prepared by Contractor in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the **Facilities Supervisor/Public Works Operations Manager** upon the termination of this Agreement, and Contractor shall have no claim for further compensation

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as a result of the exercise by City of its full right of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. It shall have an unrestricted right to use the concepts embodied therein.

The drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of services under this Agreement may be subject to release under the California Public Records Act.

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VII. SPECIAL PROVISIONS

1) General Requirements and Services Provided:

a. The Contractor shall clean all facilities in accordance with the requirements listed in these Contract Documents. Contractor shall possess all licenses, permits, and insurances required to perform the work of this contract.

b. The Contractor shall be available for periodic meetings during non-business hours once a week with the City's representative(s) to inspect the buildings and discuss the quality of work performed.

c. The Contractor shall not withhold any cleaning complaints from the building's occupants or tenants to the City. Contractor shall timely communicate all matters pertaining to the work directly to the City's representatives. Contractor guarantees that prompt action within twelve (12) hours will be taken to resolve any complaints, which the City may have regarding the Contractor's performance to the specifications.

d. The Contractor shall provide a logbook for the City. This logbook shall be utilized to register all requests and complaints from the City and to provide a written response regarding the disposition of the requests and complaints by the Contractor.

e. As deemed necessary and requested by the City, Contractor shall submit weekly cleaning activity log forms that list all task as shown and organized in the Appendix. The City shall provide a set of log forms for the Contractor’s use upon request.

f. Requests for extra services to be performed by Contractor will be authorized by the use of a Purchase Order or an amendment to this Contract. Any extra work or on-call services performed without prior authorization/approval will not be compensated.

g. The Contractor is responsible for the direct supervision of its personnel through its assigned supervisor. All Contractor's employees shall be physically qualified to perform assignments, neat and clean in appearance, and subject to a security/background check by City representatives.

h. The Contractor agrees that absenteeism of its employees shall not be an excuse for work not performed. In the event an employee of the Contractor is sick or absent, the Contractor shall supply an adequate replacement.

i. The Contractor's personnel shall abide by all safety and security regulations for the building as set forth by the City, including individual tenant's safety and security procedures. Contractor's personnel shall turn off all lights as they proceed from one cleaning area to the next and also ensure doors to tenant suites are locked. Contractor shall fully cooperate with the City in ensuring the building is secure. City will be allowed to check all trash removal from the building to prevent pilfering and theft.

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j. The Contractor shall send a representative to the City during normal business hours (8:00 a.m. - 5:00 p.m.) to handle any problems that may arise from the performance of the previous evening's work.

k. The use of chemicals and cleaning products shall conform to the current local, state and federal mandates, as well as other requirements specified herein.

l. Contractor shall provide at all times throughout the duration of this contract, emergency telephone numbers which can be called for emergency conditions at any time Contractor's representatives are not immediately available at the job site. The emergency number shall be used to contact a responsible representative of the Contractor who can take the necessary action required to alleviate an emergency condition, which threatens to cause damage to property.

m. All janitorial personnel shall, at a minimum, follow the general procedures below:
   i. Report all damage, breakage, and/or apparent plumbing or electrical problems to City's representatives immediately.
   ii. Become familiar with the building emergency telephone list.
   iii. Report any evidence of security breaches to the City's representatives immediately.
   iv. Maintain all janitor's closets, slop sinks and storerooms in a safe and clean condition at all times. All janitors' storage rooms provided by building for use by Contractor personnel will be kept in a neat, clean and orderly condition. Before leaving the premises each night, all of the service areas shall be dust mopped and spot cleaned, where necessary, and dusted. Concrete floors shall be initially sealed, dust mopped nightly and wet mopped monthly. All doors and walls shall be spot cleaned nightly.
   v. Lock all entrance doors during the entire cleaning operations. Only the cleaner assigned to clean each tenant suite and the supervisory staff are admitted to the respective tenant areas.
   vi. Close all perimeter office doors after cleaning to prevent excessive heat/energy gain or loss in the interior spaces.
   vii. Secure all lighting as soon as possible each night.
   viii. Not disturb papers on desks, file cabinets, or tables, and shall not open drawers or file cabinets, use any radios, typewriters, copy machines, or any other office equipment.
   ix. Not dust or touch any computer or word processor equipment.
   x. Not use or unplug any City electronic devices or appliances.
   xi. Report any maintenance problem requiring repair to the City.

n. The City will own all final documents developed during the services, including but not limited to logbooks and complaint records.

o. Contractor shall furnish all labor, equipment, materials and supervision to perform janitorial services for City facilities as described herein including, but not limited to, the following services at the designated facilities and areas: cleaning, sweeping, vacuuming, mopping, washing, dusting, wiping down, polishing, pressure washing, sanitizing, scrubbing, steam cleaning, carpet cleaning/shampooing, floor striping/waxing, removing cobwebs, removing grease, removing odors, removing

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graffiti, removing and reinstalling drapes, replacing bedding, emptying trash, installing trash bags/liners, refilling soaps, paper towels, toilet paper, and other janitorial tasks. All surfaces of areas described should be cleaned and made free from soil and dirt. Contractor is responsible to clean the facilities free from soil and dirt in all areas, whether specifically mentioned or not.

p. All waste paper shall be removed from the building each night in such a manner as to allow the trash compactor to pick it up.

q. City shall have the right to stop Contractor's personnel to check all waste removal to provide a deterrent to theft.

r. Contractor shall be responsible for separating waste material, food waste, and recyclables and to ensure they are properly separated into designated receptacles and not co-mingled.

s. Contractor shall have the duty to provide janitorial services for City facilities as assigned.

t. Contractor has the duty to familiarize and fully acquaint themselves with the conditions and possible difficulties associated with the performance of the contract.

u. No additional compensation or relief from any obligation of the contract will be granted because of lack of knowledge of the site and /or conditions under which work will be accomplished.

v. Contractor Supervisor will ensure that all cleaning standards are up to par with City of South Pasadena. Before the contract start date, the Field Supervisor will lead a meeting with all site staff to ensure that everyone knows what is type of quality is expected and what is expected from the different levels of services. Meeting topics shall include, but not be limited to: review of contract specifications, review of applicable plans, review of materials and equipment, review of the detailed sequence of proper execution of the contract, discussion of the required quality control testing and frequency, review of provisions and ensuring controlled inspections and testing, discussion of the examination of the work area to ensure that the required services are in compliance with the contract specifications. The Field Supervisor shall collect weekly/monthly quality control reports and submit to the City for any follow-ups and rectifications.

w. Contractor personnel shall undergo extensive training in the use of equipment, product safety, and security measure. Contractor employees shall undergo training based on the Worker Occupational Safety and Health Training and Education Program (WOSHTEP). Under the Commission on Health and Safety and Worker's Compensation of the State of California. In addition to WOSHTEP safety standards and OSHA safety standards. Contractor shall hold monthly meetings with employees, and topics to be covered during such meetings may include safe cleaning practices, MSDS's, safe lifting, safe driving, proper use of Personal Protective Equipment, etc.

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2) Safety and Security

a. Contractor, at his/her expense, shall take every precaution for the safety of his employees and the property in the progress of work. At the minimum, each employee of the contractor shall wear uniforms and/or badges/identification cards that clearly indicate the company's name.

b. All keys for janitorial personnel, including the supervisor's key, will be kept in a locked key box at another place designated by the City. The supervisor will check keys out from this box and will return all keys to the box at the end of the night. In the event keys are lost by any contract employee or held by a dismissed employee, the Contractor shall be responsible for all costs associated with re-keying each door affected by the loss key(s). Access badge(s) will also be issued as necessary for accessing specific buildings. In the event of loss access badge(s), the contractor shall be charged $15 for each badge requiring replacement.

c. The Contractor's personnel shall leave the premises with all doors locked. The Contractor shall be responsible to inform all of its personnel that the public facilities are equipped with surveillance cameras, and recorded videos will be used as needed for enforcement purposes.

d. Upon award of a contract with the City, the selected contractor shall provide to the City a list of all personnel that will be assigned to janitorial duties at the City facilities indicated in this Contract Document. This list of assigned personnel may be subject to a background check by the City Police Department.

3) Cleaning Products

a. Green Cleaning Product Use

i. Whenever feasible, cleaning products and materials. Including hard floor and carpet care products, used inside and outside City facilities under the cognizance of Environmental Services shall meet the requirements at LEED 2009 for existing buildings: Operations and Maintenance IEQ Credit 3.3: Green Cleaning, Purchase of Sustainable Cleaning Products and Materials as described below.

ii. Product types subject to these requirements include, but are not limited to, bio-enzymatic cleaners, hard floor cleaners, carpet cleaners, general purpose cleaners, specialty cleaners, odor control products, disinfectants, disposable janitorial paper products and trash bags, laundry detergent and hand soaps.

b. Sustainability Criteria

i. The cleaning products shall meet one or more of the following standards from the appropriate category:
   1. Green Seal G5-37, for general purpose, bathroom, glass and carpet cleaners used for industrial and institutional purposes.

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2. Environmental Choice CCD-105, for laundry detergents
3. Environmental Choice CCD-110, for cleaning and degreasing compounds
4. Environmental Choice CCD-146, for hard surface cleaners
5. Environmental Choice CCD-148, for carpet and upholstery care

ii. Disinfectants, metal polish, floor strippers or other products not addressed by GS-37 or Environmental Choice 110,146, or 148 shall meet at least one of the following standards for the appropriate category:
1. Green Seal GS-40, for industrial and institutional floor care products
2. Environmental Choice CCD-112, for digestion additives for cleaning and odor control
3. Enviromental Choice CCD-113, for drain and grease trap additive
4. Enviromental Choice CCD-115, for odor control additive
5. Environmental Choice CCD-147, for hard floor care

iii. Disposable janitorial paper products and trash bags meet the minimum requirements of one or more of the following programs for the applicable category:
1. U.S. EPA Comprehensive Procurement Guidelines for Janitorial Paper and Plastic Trash Can Liners
2. Green Seal GS-09
3. Green Seal GS-01, for tissue paper
4. Environmental Choice CCD-082, for toilet tissue
5. Environmental Choice CCD-086, for hand towels
6. Janitorial paper products derived from rapidly renewable resources or made from tree-free fibers

iv. Hand soaps meet one or more of the fallowing standards:
1. No antimicrobial agents (other than as a preservative} except where required by health cades and other regulations (i.e., food service and health care requirements)
2. Green Seal GS-41. far industrial and institutional hand cleaners
3. Environmental Choice CCD-104, for hand cleaners and hand soaps

4) <u>Facilities to be Maintained in South Pasadena, CA:</u>

a.	City Hall	1414 Mission Street	(8,500 sq. ft.)
b.	Police Department	1422 Mission Street	(10,500 sq. ft.)
c.	City Council Chambers	1424 Mission Street	(2,000 sq. ft.)
d.	Public Library	1100 Oxley Street	(24,000 sq. ft.)
e.	Senior Citizen's Center	1102 Oxley Street	(6,500 sq. ft.)
f.	War Memorial	435 Fair Oaks Avenue	(5,100 sq. ft.)
g.	Eddie Park House	2017 Edgewood Drive	(800 sq. ft.)
h.	Garfield Park Restrooms	Park Avenue and Hope Street	(~200 sq. ft.)
i.	Arroyo Park Restrooms	Stoney Dr, San Pasqual Ave	(180 sq. ft.)
j.	Garfield Park Youth House	725 ½ Stratford Ave	(855 sq. ft.)

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k. Recreation Center	815 Mission Street (4,000 sq. ft.)
l. Public Works Service Facility & Yard	825 Mission Street (3,000 sq. ft.)
m. Garfield Water Distribution & Public Works Facility	416 Garfield Avenue (~7,000 sq. ft.)

5) Definitions:

a. Where “as directed", "as required", "as permitted", "approved", "acceptance", or words of similar importance are used, it shall be understood that the direction, requirement, permission, approval or acceptance of the Public Works Director is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", "in place", "this is", "furnish and install"; the work "site" as used hereinafter shall be understood to mean the location receiving the service. The use of the word "Director" shall be construed to mean the Director of Public Works, or their delegated representative(s). The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by him and working under this contract.

b. The use of the words "shall" and "may” shall be held to mean "mandatory" and "permissive" respectively. The use of the words "his" or "him" shall be construed to mean either gender, as appropriate.

6) Work Schedule:

a. Work is on a daily, weekly, monthly, quarterly, or semi-annual basis as designated in the Appendix, and by the schedule below:

City Hall	(Mon, Tues, Wed, & Thurs)
Police Department	(Mon, Tues, Wed, Thurs, Fri, Sat, & Sun)
City Council Chambers	(Tues, Wed, Thurs)
Public Library	(Mon, Tues, Wed, Thurs, Fri, Sat, & Sun)
Senior Citizen’s Center	(Mon, Tues, Wed, Thurs, Fri, & Sun)
War Memorial	(Mon, Tues, Wed, Thurs, Fri, Sat, & Sun)
Eddie Park House	(Mon, Tues, Wed, Thurs, Fri, Sat, & Sun)
Garfield Park Restrooms	(Mon, Tues, Wed, Thurs, Fri, Sat, & Sun)
Arroyo Park Restrooms	(Mon, Tues, Wed, Thurs, Fri, Sat, & Sun)
Garfield Park Youth House	(Mon, Tues, Wed, Thurs, Fri, Sat, & Sun)
Recreation Center	(Mon, Tues, Wed, Thurs, & Fri)
Public Works Service Facility & Yard	(Mon, Tues, Wed, & Thurs)
Garfield Water Distribution & Public Works Facility	(Mon, Tues, Wed, & Thurs)

All work occurs after regular office hours (6 p.m.) unless otherwise arranged with the City for specific tasks or locations, or as described below.

Police Department work shall be completed under general supervision, and the Detective Bureau, Communications Area, and PBX Room may require specific supervision.

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Council Chambers work shall be arranged as to not interfere with afternoon or evening meetings.

A "day porter", working eight (8) hours per day, and four (4) days per week (Monday through Thursday), except on City Observed Holidays, shall be provided by the Contractor, where the cost of this personnel is included in the monthly cost for each facility. The day porter shall provide janitorial services as directed by City Staff, for example, restocking paper products, cleaning and maintenance of common areas like lobbies, kitchens, and patios, monitoring and restrooms or entrances, removing trash and debris, or cleaning locations that need specific and/or immediate attention.

b. Work does not occur on City Observed Holidays:

January 1: New Year's Day
3rd Monday in January: Martin Luther King, Jr. Birthday
3rd Monday in February: President's Day
Last Monday in May: Memorial Day
June 19: Juneteenth
July 4: Independence Day
1st Monday in September: Labor Day
November 11: Veteran's Day
4th Thursday in November: Thanksgiving Day
Friday after Thanksgiving
December 25: Christmas Day

If a holiday falls on a Saturday, the previous Friday shall be deemed the holiday. If a Holiday falls on a Sunday, the following Monday shall be deemed the holiday.

The City may request janitorial services on a City Observed Holiday for a planned event, for example, Garfield Park Restroom cleaning on Independence Day. The Contractor's hourly rate provided shall include work requested on a holiday or a weekend.

c. Contractor shall keep the Public Works Department informed of progress and deviations from the work schedule.

Hourly rates shall be provided by the Contractor for a Supervisor, Day Porter, and Janitor for City requested janitorial services beyond the Detailed Schedule of Tasks listed in the Appendix, for example, requested services on a weekend event.

7) <u>Contractor's Liability:</u>

a. The Contractor will be held responsible for the preservation of all public and private property along and adjacent to the work being done, and will be required to exercise due precaution to avoid and prevent any damage or injury thereto as a consequence of their operation. Any damages resulting from Contractor neglect shall be repaired and/or replaced at the Contractor's own expense.

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b. Such repairs and/or replacement shall be performed by the Contractor at no cost to the City, and shall be accomplished as directed by the Director or their representative. Repairs shall be made immediately after damage or alteration occurs. Deductions shall be made from the Contractor's payment in the amount necessary to compensate the City for such repairs in the event such repair work is done by City forces or another source.

c. Any damage to public or private property shall be reported to the City within one (1) hour.

d. All work shall be inspected, verified, and completed to the satisfaction of the Director, or their authorized representative.

8) Public Relations:

a. Contractor shall maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference or annoyance to the public.

9) Hazardous Conditions:

a. The Contractor shall immediately correct or report to the Public Works Director or designee any and all problems or conditions which may tend to create unsafe or hazardous conditions within the public areas maintained by the Contractor, examples include but are not limited to slipping and tripping hazards, such as damaged flooring, a broken step, a missing tile, etc. The Contractor shall be liable for any claim arising from failure to correct or report said conditions. It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any areas within this Agreement unsafe, as well as any unsafe practices occurring thereon. The Director shall be notified immediately of any unsafe condition that requires major correction.

b. Contractors shall inspect all work sites for hazards, or potential hazards, prior, during and after performing the required work.

c. During the required inspection of all work sites for hazards, or potential hazards, the Contractors shall keep a log indicating the date the area was inspected, any unsafe conditions, and the action taken.

d. Contractors shall cooperate fully with the City of South Pasadena in the investigation of any accidental injury or death occurring on the premises, including the submission of a complete written report thereof to the Director within five (5) days following the occurrence.

10) Safety

a. Contractors shall perform all work outlined in these specifications in such a manner as to provide maximum safety to the public, and meet all accepted standards for

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safe practices during the maintenance operation; to safely maintain equipment, machines, and materials or other hazards consequential or related to the work; furthermore, to accept the sole responsibility for complying with all local, County, State or other legal requirements including, but not limited to, Senate Bill (SB) 198, California Department of Transportation (Caltrans) traffic control, American National Standards Institute (ANSI), OSHA and California OSHA (CALOSHA).

b. The Director, or their representative, reserves the right to issue restraint, or cease and desist orders, to the Contractors when unsafe or harmful acts are observed or reported relative to the performance of work under this contract.

c. Where janitorial services may cause a hazard to employees or members of the public, examples include but are not limited to, a wet floor, slipping or tripping hazard, etc., signs shall be installed immediately before work is to commence and must be removed in a timely manner after the location is no longer hazardous.

11) Contractor's Field Staff

a. Contractors shall furnish sufficient supervisory and working personnel capable of promptly accomplishing all work on schedule and to the satisfaction of the Director.

b. Contractors shall have competent field supervisors on the job at all times work is being performed, who are capable to communicate effectively both in written and oral English**,** and discuss matters pertaining to this contract. Field supervisors may be working supervisors, and shall be furnished with a cell phone. Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure high quality work that is acceptable to the Director. Any order or communication given to the supervisor shall be deemed as delivered to the Contractor. Contact information for the supervisor shall be provided to the City.

c. Contractors, and their employees, shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible disturbance and annoyance to the public. The Director may require a Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City of South Pasadena.

d. The Director may require the Contractors to establish an identification system for personnel assigned to service this Agreement which clearly indicates to the public the name of the Contractor responsible for the janitorial services. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and/or name badges as specified by the Director.

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12) Contractor's Office Staff:

a. Contractor shall have a responsible person(s) with the ability to take necessary action regarding all inquiries and/or complaints received from the City of South Pasadena or the Director.

i. This person(s) shall be reachable during regular business hours, Monday through Friday 8:00 am to 5:00 pm.

ii. A supervisor shall be reachable during the days and hours in which the Contractor provides service to the City of South Pasadena.

iii. An answering service shall be considered an acceptable substitute to full-time coverage, provided the Contractors are notified of any communication within one (1) hour after receipt of said communication.

iv. The telephone number(s) of the Contractor or responsible person(s) of the Contractor shall be a toll-free number for the City of South Pasadena.

v. During normal working hours, the Contractor and/or supervisors, who are responsible for providing janitorial services, shall be available for notification through email and telephone.

13) Materials and Storage Facilities:

a. The City of South Pasadena shall not provide any equipment storage facilities for the Contractor, unless equipment storage and access is authorized by the City upon Contractor's request.

b. The purchase, storage, receipt, and stocking of washroom supplies (e.g. paper towels, toilet issues, sanitary napkins, plastic garbage can liners, soaps, etc.) and cleaning supplies shall be the responsibility of the Contractor. All cleaning products used shall comply with product environmental requirements as described in these Contract Documents.

14) Non-Interference:

a. Contractors shall not interfere with the public use of the premises, and shall conduct their operations to offer the least possible obstruction and inconvenience to the public. Contractors shall not disrupt the peace and quiet of the area within which the services are performed, with the exception of routine janitorial equipment use, such as vacuuming, etc.

15) Parking:

a. Contractors shall park their vehicles and equipment within designated parking areas or in such a location to insure normal vehicular traffic.

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b. The Contractor's vehicles and equipment shall not be parked or set in such a manner that they block pedestrian access or vehicular right-of-way except as required to comply with all safety standards of OSHA or CAL-OSHA.

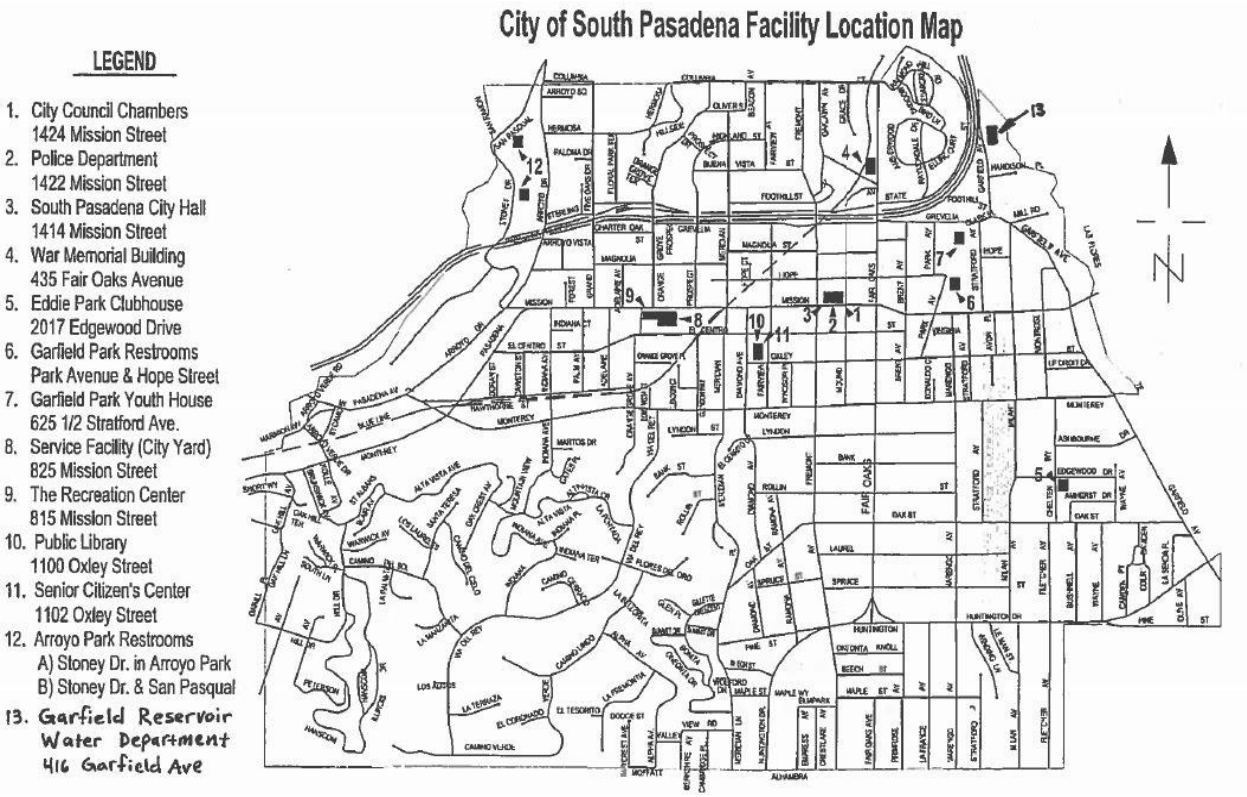
c. The City of South Pasadena will not allow the Contractor to park or store any equipment or materials, used in the performance of this contract, in the City right-of-way or on City property.

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VIII. LOCATION MAP AND SUMMARY

Below is a map and summary of the City's facilities requiring janitorial services:

Map:



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IX. APPENDIX – DETAILED SCHEDULE OF TASKS

Facility	Area	Location	Task	Frequency
City Hall				
	City Hall Courtyard			
		Courtyard		
			Clean glass display case (agenda display)	Daily
			Empty trash and replace liners	Daily
	City Hall Foyer			
		Foyer		
			Vacuum and clean stains on carpet	Daily
			Clean entry doors, windows and ledges inside and out	Daily
			Dust tables, chairs, pictures, etc.	Daily
			Polish furniture as needed	Daily
			Empty trash and replace liner	Daily
			Vacuum stairway and clean stains on carpet from occasional spillage	Daily
			Clean stair handrails	Daily
			Dust walls and spot clean necessary remove cobwebs	Daily
	City Hall 1st Floor			
		Restrooms (All)		
			Sweep and mop floors	Daily
			Clean toilets, mirrors, and sinks	Daily
			Wipe tile and partitions	Daily
			Empty trash and replace liners	Daily
			Clean kick plates at bottom of doors	Daily
			Check soap dispensers and replace as needed	Daily
			Check paper products and replace as needed	Daily

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Facility	Area	Location	Task	Frequency
City Hall				
		Elevator		
			Sweep and mop floors	Daily
			Wipe down doors and walls and dust cobwebs	Daily
			Clean elevator tracts	Daily
	City Hall 1st Floor Planning and Building Department			
		Director's Office		
			Vacuum	Daily
			Dust desk, bookcase, chairs, pictures, plants	Daily
			Empty trash and replace liners	Daily
			Wipe down door, walls, dust and remove cobwebs	Daily
			Clean telephone handsets	Daily
		Planner's Work Area		
			Vacuum	Daily
			Dust desk, bookcase, chairs, pictures, plants	Daily
			Empty trash and replace liners	Daily
			Wipe down door, walls, dust and remove cobwebs	Daily
			Clean telephone handsets	Daily
		Staff Work Area and Public Counter		
			Vacuum	Daily
			Dust desk, bookcase, chairs, pictures, plants	Daily
			Empty trash and replace liners	Daily
			Wipe down door, walls, dust and remove cobwebs	Daily
			Clean telephone handsets	Daily

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Facility	Area	Location	Task	Frequency
City Hall				
		Plan Map		
			Dust plans, bookcases	Daily
			Wipe down doors, walls, file cabinets	Daily
			Empty trash and replace liners	Daily
	City Hall 1st Floor Lunch Room			
			Vacuum floor, dust, and remove cobwebs	Daily
			Empty trash and replace liner	Daily
			Wipe down tables and chairs	Daily
			Clean sink and counter top	Daily
			Clean outside appliances, microwave, refrigerator	Daily
			Refill soap and paper towel dispenser	Daily
			Remove food and drink spillages	Daily
			Wipe window and ledge	Daily
			Clean refrigerator inside and out	Daily
	City Hall 1st Floor Management Services Department			
		Director's Office		
			Vacuum	Daily
			Dust, workstation, bookcase,	Daily
			Empty trash and replace liner	Daily
			Wipe down door and walls, file cabinets, dust and remove cobwebs	Daily
			Clean telephone handsets, window and ledge	Daily

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Facility	Area	Location	Task	Frequency
City Hall				
		Senior Management Analyst Work station		
			Vacuum	Daily
			Dust, workstation, bookcase,	Daily
			Empty trash and replace liner	Daily
			Wipe down door and walls, file cabinets, dust and remove cobwebs	Daily
			Clean telephone handsets, window and ledge	Daily
		Chief City Clerk's Office		
			Vacuum	Daily
			Dust, workstation, bookcase,	Daily
			Empty trash and replace liner	Daily
			Wipe down door and walls, file cabinets, dust and remove cobwebs	Daily
			Clean telephone handsets, window and ledge	Daily
		Deputy City Clerk's Work Station		
			Vacuum	Daily
			Dust, workstation, bookcase,	Daily
			Empty trash and replace liner	Daily
			Wipe down door and walls, file cabinets, dust and remove cobwebs	Daily
			Clean telephone handsets	Daily

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Facility	Area	Location	Task	Frequency
City Hall				
		Staff Work Area and Public Counter		
			Vacuum	Daily
			Dust, workstation, bookcase,	Daily
			Empty trash and replace liner	Daily
			Wipe down door and walls, file cabinets, dust and remove cobwebs	Daily
			Clean telephone handsets, window and ledge	Daily
		Public Hallway		
			Vacuum	Daily
			Wipe and spot clean doors and walls, dust and remove all cobwebs	Daily
			Dust Pictures	Daily
	City Hall 2nd Floor			
		Waiting area		
			Vacuum, remove stains from occasional spillage on carpet	Daily
			Dust tables, chairs, pictures, plants, etc.	Daily
			Dust walls and spot clean as necessary, remove all cobwebs	Daily
			Clean windows and ledges	Daily
		Hallway		
			Vacuum	Daily
			Dust picture frames	Daily
			Wipe and spot clean doors and walls	Daily
			Sweep north stairway	Daily
			Clean stairway handrails	Daily
			Clean drinking fountain and metal housing	Daily

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Facility	Area	Location	Task	Frequency
City Hall				
		Restrooms (All)		
			Sweep and mop floors	Daily
			Clean toilets, mirrors, and sinks	Daily
			Wipe tile and partitions	Daily
			Empty trash and replace liners	Daily
			Clean kick plates at bottom of doors	Daily
			Check soap dispensers and replace as needed	Daily
			Check paper products and replace as needed	Daily
	City Hall 2nd Floor Finance Department			
		Finance Director's Office		
			Vacuum	Daily
			Dust desk, chairs, bookcase	Daily
			Empty trash and shredder, replace liners	Daily
			Wipe down door and walls, file cabinets, dust and remove cobwebs	Daily
			Clean telephone handsets, windows and ledges	Daily
		Accounting Manager's Office		
			Vacuum	Daily
			Dust desk, chairs, bookcase	Daily
			Empty trash and shredder, replace liners	Daily
			Wipe down door and walls, file cabinets, dust and remove cobwebs	Daily
			Clean telephone handsets, windows and ledges	Daily

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Facility	Area	Location	Task	Frequency
City Hall				
		Staff Work Area and Public Counter		
			Vacuum	Daily
			Dust desk, chairs, bookcase	Daily
			Empty trash and shredder, replace liners	Daily
			Wipe down door and walls, file cabinets, dust and remove cobwebs	Daily
			Clean telephone handsets, windows and ledges	Daily
			Dust fax machine and copier	Daily
		Finance Manager's Office		
			Vacuum	Daily
			Dust desk, chairs, bookcase	Daily
			Empty trash and shredder, replace liners	Daily
			Wipe down door and walls, file cabinets, dust and remove cobwebs	Daily
			Clean telephone handsets, windows and ledges	Daily
	City Hall 2nd Floor City Manager's Suite			
		Staff Area & Reception Area		
			Vacuum, remove stains on carpet from occasional spillage	Daily
			Dust workstation, computer	Daily
			Dust misc. office equipment, chairs, pictures, plants	Daily
			Wipe down doors, walls, file cabinets	Daily
			Empty trash and replace liners	Daily
			Clean telephone handsets	Daily
			Clean table and chairs	Daily

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Facility	Area	Location	Task	Frequency
City Hall				
		City Manager's Office		
			Vacuum	Daily
			Dust desk, chairs, bookcase, table	Daily
			Empty trash and shredder, replace liners	Daily
			Wipe down door and walls, file cabinets, dust and remove cobwebs	Daily
			Clean telephone handsets	Daily
		Deputy City Manager's Office		
			Vacuum	Daily
			Dust desk, chairs, bookcase	Daily
			Empty trash and shredder, replace liners	Daily
			Wipe down door and walls, file cabinets, dust and remove cobwebs	Daily
			Clean telephone handsets	Daily
		Assistant to the City Manager's Office		
			Vacuum	Daily
			Dust desk, chairs, bookcase	Daily
			Empty trash and shredder, replace liners	Daily
			Wipe down door and walls, file cabinets, dust and remove cobwebs	Daily
			Clean telephone handsets	Daily
			Wipe down glass sliding doors	Daily

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Facility	Area	Location	Task	Frequency
City Hall				
		Management Analyst's Office		
			Vacuum	Daily
			Dust desk, chairs, bookcase	Daily
			Empty trash and shredder, replace liners	Daily
			Wipe down door and walls, file cabinets, dust and remove cobwebs	Daily
			Clean telephone handsets	Daily
			Wipe down glass sliding doors	Daily
		Staff Area and Reception Area		
			Vacuum	Daily
			Vacuum rugs	Daily
			Dust office equipment, chairs, pictures, plants	Daily
			Wipe down doors, walls, file cabinets	Daily
			Empty trash and replace liners	Daily
			Clean telephone handsets	Daily
			Clean table and chairs	Daily
		Vault		
			Dust shelves, files	Daily
			Sweep and Mop	Daily
			Wipe down filing cabinets	Daily
		Public Counter		
			Vacuum	Daily
			Dust tables, chairs, bookcases, office equipment, pictures, plants	Daily
			Empty trash and replace liners	Daily

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Facility	Area	Location	Task	Frequency
City Hall				
			Wipe down walls, public counters	Daily
			Clean windows, ledges and partition glass	Daily
			Dust counter, office equipment	Daily
			Vacuum	Daily
			Dust copy machine, postage machine	Daily
			Empty trash and replace liner	Daily
			Wipe and spot clean doors and walls, remove all cobwebs	Daily
		Kitchenette		
			Sweep and Mop	Daily
			Clean sink, counter top, mirror, water dispenser	Daily
			Empty trash and replace liner	Daily
			Wipe down door and walls	Daily
			Check soap and paper towels dispensers and refill as needed	Daily
			Wipe down refrigerator inside and out	Daily
		City Manager's Conference Room		
			Vacuum, remove stains from spillage	Daily
			Empty trash and replace liners	Daily
			Dust and clean conference table, chairs, furniture	Daily
			Wipe and spot clean door, walls	Daily
			Clean telephone handset	Daily

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Facility	Area	Location	Task	Frequency
City Hall				
	City Hall 2nd Floor Management Services & Human Resources Offices			
		Senior Management Analysts and Intern Office		
			Vacuum	Daily
			Dust workstations, computers	Daily
			Dust desk, chairs, bookcase	Daily
			Empty trash and shredder, replace liners	Daily
			Wipe down door and walls, file cabinets, dust and remove cobwebs	Daily
			Clean telephone handsets	Daily
		Principal Management Analysts Office		
			Vacuum	Daily
			Dust workstations, computers	Daily
			Dust desk, bookcase, chairs, pictures, plants	Daily
			Empty trash and replace liner	Daily
			Wipe down doors, walls, file cabinets,	Daily
			Clean telephone handset	Daily
			Clean windows, ledges	Daily

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Facility	Area	Location	Task	Frequency
City Hall				
		Human Resources Manager's Office		
			Vacuum	Daily
			Dust workstations, computers, bookcase, chairs, pictures, plants	Daily
			Empty trash and replace liner	Daily
			Wipe down doors, walls, file cabinets,	Daily
			Clean telephone handset	Daily
			Clean glass door	Daily
		Human Resources Analyst Office		
			Vacuum	Daily
			Dust workstations, computers, bookcase, chairs, pictures, plants	Daily
			Empty trash and replace liner	Daily
			Wipe down doors, walls, file cabinets,	Daily
			Clean telephone handset	Daily
			Clean glass door	Daily
		Human Resources Office		
			Vacuum	Daily
			Dust desk, bookcase, chairs, pictures, plants	Daily
			Empty trash and replace liner	Daily
			Wipe down doors, walls, file cabinets,	Daily
			Clean telephone handset	Daily
			Clean sliding glass doors	Daily

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Facility	Area	Location	Task	Frequency
City Hall				
	All			
			Vacuum all upholstered furniture and/or damp wipe all vinyl furniture	Monthly
			Dust, clean and polish entrance doors and thresholds	Monthly
			Dust, clean and polish all furniture and all metal surfaces	Monthly
			Strip, scrub and re-wax all hard surface floors	Semi-annual
			Wash and polish all wood paneling, woodwork and handrails	Semi-annual
			Steam clean/shampoo all carpeting	Semi-annual
			Clean all vertical and horizontal blinds	Semi-annual
			Remove, clean and re-install all drapes	Semi-annual
			Wash and polish all interior and exterior windows and glass	Semi-annual
			Dust light fixtures, air-conditioning vents, etc.	Semi-annual

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Facility	Area	Location	Task	Frequency
Police Department				
	Police Department 1st Floor			
		Entryway		
			Sweep and mop floors	Daily
			Clean entry doors, windows and ledges (inside and out)	Daily
			Wipe Ledges of window sills, dust and remove all cobwebs	Daily
			Clean scuff marks on walls as needed	Daily
			Polish chrome counter as needed	Daily
			Empty trash and replace liner	Daily
		Records Section Common Work Area		
			Vacuum	Daily
			Empty trash and replace liners	Daily
			Dust workstations (including top of work towers) shelves	Daily
			Replace shredder bag as needed	Daily
			Clean counter tops and telephone handsets	Daily
			Remove scuff marks from walls as needed	Daily
		Records Section Front Counter		
			Clean counter top	Daily
			Clean glass window	Daily
		Staff Lounge/Break Room		
			Clean windows and window ledges	Daily
			Sweep and mop floors	Daily
			Wiped down tables, chairs, cabinets	Daily
			Clean sink, counter tops	Daily
			Wipe interior and exterior of microwave	Daily

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Facility	Area	Location	Task	Frequency
Police Department				
			Clean inside and outside of refrigerator, and appliances	Daily
			Dust TV, shelves, cabinets, ledges, dust and remove cobwebs	Daily
			Empty trash and replace liners	Daily
			Remove food and drink spillages	Daily
			Refill soap and paper towel dispenser	Daily
		Hallways		
			Vacuum	Daily
			Wipe and spot clean doors and walls, remove scuff marks	Daily
			Clean doors and windows along hallway and remove cobwebs	Daily
			Dust pictures, plants	Daily
		Weight Room		
			Sweep and mop floor	Daily
			Clean mirrors	Daily
			Empty trash and replace liners	Daily
		Interview Room		
			Vacuum	Daily
			Wipe tables and chairs dust and remove cobwebs	Daily
			Empty trash and replace liners	Daily
		Watch Commanders' Office		
			Vacuum	Daily
			Dust workstations, bookcase, pictures, plants	Daily
			Empty trash and replace liners	Daily
			Wipe down door, walls, file cabinet, remove cobwebs	Daily
			Clean telephone handsets	Daily

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Facility	Area	Location	Task	Frequency
Police Department				
		Restrooms (All)		
			Sweep and mop floors	Daily
			Clean toilets, urinals, sinks, mirrors	Daily
			Empty trash and replace liners	Daily
			Refill soap and paper products dispensers	Daily
			Wipe tile and partitions	Daily
		Report Writing Room		
			Sweep and mop floors	Daily
			Dust Furniture	Daily
			Empty trash and replace liners	Daily
			Clean and wipe counter tops	Daily
			Clean telephone handsets	Daily
	Jail			
		Hallways		
			Sweep and mop hallway floors including prisoner exit hallway	Daily
		Toilet Facility and Shower		
			Sweep and mop floors	Daily
			Clean toilets, urinals, sinks, mirrors, and walls	Daily
			Empty trash and replace liners	Daily
		Booking/Holding Areas		
			Clean counter tops and sink	Daily
			Clean glass	Daily
			Empty trash and replace liners	Daily
		Fingerprint/Photo Area		
			Clean steel counter and mop floor	Daily

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Facility	Area	Location	Task	Frequency
Police Department				
			Clean windows	Daily
	Building Exterior			
		Rear Parking Lot		
			Pick up trash throughout parking lot and replace liners	Daily
			Empty trash container near gas pump	Daily
		Courtyard		
			Clean windows, doors, remove all cobwebs	Daily
			Pick up trash and replace liners	Daily
	Police Department 1st Floor Office Area			
		Secretarial Work Area		
			Vacuum	Daily
			Dust workstations, bookcase, pictures, plants	Daily
			Empty trash and replace liners	Daily
			Clean partition glass windows, ledges and remove cobwebs	Daily
			Wipe down door, walls, file cabinet	Daily
			Clean telephone handsets	Daily
		Division Commander's Office (2)		
			Vacuum	Daily
			Dust workstations, bookcase, pictures, plants	Daily
			Empty trash and replace liners	Daily
			Clean partition glass windows, ledges and remove cobwebs	Daily
			Wipe down door, walls, file cabinet	Daily
			Clean telephone handsets	Daily

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Facility	Area	Location	Task	Frequency
Police Department				
		Chief's Office		
			Vacuum	Daily
			Dust workstations, bookcase, pictures, plants	Daily
			Empty trash and replace liners	Daily
			Clean partition glass windows, ledges and remove cobwebs	Daily
			Wipe down door, walls, file cabinet	Daily
			Clean telephone handsets	Daily
		Chief's Restroom		
			Sweep and mop floor	Daily
			Clean toilet, sink, mirror	Daily
			Empty trash and replace liners	Daily
			Refill soap and paper products	Daily
			Wipe down tile	Daily
	Detective Bureau			
		Common Work Area		
			Vacuum	Daily
			Dust workstations, bookcase, pictures, plants	Daily
			Empty trash and replace liners	Daily
			Clean partition glass windows, ledges and remove cobwebs	Daily
			Wipe down door, walls, file cabinet	Daily
			Clean telephone handsets	Daily
	Communications			
		Dispatch Work Area		
			Vacuum	Daily
			Dust workstations, bookcase, pictures, plants	Daily
			Empty trash and replace liners	Daily

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Facility	Area	Location	Task	Frequency
Police Department				
			Clean partition glass windows, ledges and remove cobwebs	Daily
			Wipe down door, walls, file cabinet	Daily
			Clean telephone handsets	Daily
	PBX Room			
		Telephone, Server, & Information Technology Areas		
			Vacuum	Daily
			Dust workstations, bookcase, pictures, plants	Daily
			Empty trash and replace liners	Daily
			Clean partition glass windows, ledges and remove cobwebs	Daily
			Wipe down door, walls, file cabinet	Daily
			Clean telephone handsets	Daily
	Police Department Basement Floor			
		Male Employees' Locker Room		
			Sweep and mop floor	Daily
			Wipe down benches	Daily
			Empty trash and replace liners	Daily
			Clean kick plates on doors	Daily
		Male Employees' Restroom and Shower Area		
			Sweep and mop floor	Daily
			Clean toilet, sink, mirror	Daily
			Clean shower stalls	Daily
			Wipe down tile	Daily
			Empty trash and replace liners	Daily

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Facility	Area	Location	Task	Frequency
Police Department				
		Female Employees' Locker Room	Refill soap and paper products and towel supplies	Daily
			Vacuum	Daily
			Wipe down benches	Daily
			Empty trash and replace liners	Daily
			Clean kick plates on doors	Daily
		Feale Employees' Restroom and Shower Area		
			Sweep and mop floor	Daily
			Clean toilet, sink, mirror	Daily
			Clean shower stalls	Daily
			Wipe down tile	Daily
			Empty trash and replace liners	Daily
			Refill soap and paper products and towel supplies	Daily
		Emergency Sleeping Quarters		
			Remove bedding and replace with clean bedding	Daily
			Vacuum	Daily
			Dust furniture	Daily
		Stairway to 1st Floor		
			Sweep and mop floor	Daily
			Clean scuff marks off walls as needed	Daily
			Empty trash and replace liners	Daily

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Facility	Area	Location	Task	Frequency
Police Department				
		Briefing Room		
			Vacuum	Daily
			Dust furniture	Daily
			Empty trash and replace liners	Daily
	All			
			Vacuum all upholstered furniture and/or damp wipe all vinyl furniture	Monthly
			Dust, clean and polish entrance doors and thresholds	Monthly
			Dust, clean and polish all furniture and all metal surfaces	Monthly
			Strip, scrub and re-wax all hard surface floors	Semi-annual
			Wash and polish all wood paneling, woodwork and handrails	Semi-annual
			Steam clean/shampoo all carpeting	Semi-annual
			Clean all vertical and horizontal blinds	Semi-annual
			Remove, clean and re-install all drapes	Semi-annual
			Wash and polish all interior and exterior windows and glass	Semi-annual
			Dust light fixtures, air-conditioning vents, etc.	Semi-annual

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Facility	Area	Location	Task	Frequency
City Council Chambers				
	Council Chambers			
		Entryway		
			Vacuum	Daily
			Clean entry doors and windows (inside and out)	Daily
			Clean partition glass windows and ledges	Daily
			Empty trash and replace liners	Daily
			Dust walls, remove all cobwebs and spot clean	Daily
		Restrooms (All)		
			Sweep and mop floors	Daily
			Clean toilets, urinals, sinks, mirrors	Daily
			Wipe down pot clean tile, walls, doors, and remove cobwebs	Daily
			Empty trash and replace liners	Daily
			Clean kick plates at bottoms of doors	Daily
			Refill soap and paper products dispensers	Daily
		Hallway		
			Vacuum	Daily
			Wipe down and spot clean doors and walls, remove cobwebs	Daily
		Council Conference Room		
			Vacuum and remove stains on carpet from spillage	Daily
			Dust and clean conference table, chairs, bookcases	Daily
			Empty trash and replace liners	Daily
			Clean telephone handsets	Daily
			Wipe down and spot clean door and walls, remove cobwebs	Daily

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Facility	Area	Location	Task	Frequency
City Council Chambers				
		Council Chambers Main Room		
			Vacuum	Daily
			Dust table, chairs, pictures, wall decorations, remove cobwebs	Daily
			Empty trash and replace liners	Daily
			Wipe down and spot clean doors, wall, counter, handrails	Daily
			Remove food and drink spillage and clean stains on carpet	Daily
	All			
			Vacuum all upholstered furniture and/or damp wipe all vinyl furniture	Monthly
			Dust, clean and polish entrance doors and thresholds	Monthly
			Dust, clean and polish all furniture and all metal surfaces	Monthly
			Strip, scrub, and wax all hard surface floors	Semi-annual
			Wash and Polish all interior and exterior windows and glass	Semi-annual
			Steam clean/shampoo all carpeting	Semi-annual
			Clean all vertical and horizontal blinds	Semi-annual
			Strip, scrub, and wax all hard surface floors in the public and staff restrooms, and staff kitchen	Semi-annual
			Wash and polish all interior and exterior windows and glass	Semi-annual
			Dust all lighting fixture, air conditioning vents	Semi-annual

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Facility	Area	Location	Task	Frequency
Public Library				
	Library 1st Floor			
		Children's Service Area		
			Vacuum and spot clean to remove spillages and gum	Daily
			Empty trash, sanitize and replace liners	Daily
			Dust shelves and panels, desks, furniture, ledges, sills, molding	Daily
			Remove all cobwebs from walls, shelves, ceilings	Daily
			Clean telephone handsets	Daily
			Wipe and spot clean doors, walls, counter tops, tables	Daily
			Check for and remove gum under tabletops	Daily
			Clean windows, partition glass and ledges	Daily
			Clean desks and furniture	Daily
		Circulation Desk and Reference Area		
			Vacuum and spot clean to remove spillages and gum	Daily
			Empty trash, sanitize and replace liners	Daily
			Dust shelves and panels, desks, furniture	Daily
			Remove all cobwebs from walls, shelves, ceilings	Daily
			Polish desks and furniture as needed	Daily
			Wipe and spot clean doors, walls, counter tops, tables	Daily
			Check for and remove gum under tabletops	Daily
			Clean drinking fountain and metal housing	Daily
			Clean telephone handsets	Daily
			Clean glass table tops	Daily

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Facility	Area	Location	Task	Frequency
Public Library				
		Lobby		
			Wash windows and ledges	Daily
			Clean glass doors of message board	Daily
			Dust bench	Daily
			Clean glass doors and windows leading into the building	Daily
			Clean glass display cases	Daily
		Entrance		
			Clean book drop	Daily
			Sweep entryway and pick up trash	Daily
			Empty trash and clean ashtray	Daily
			Mop all hard surface floors	Daily
		Public Restrooms (All)		
			Sweep and mop floors	Daily
			Empty trash, sanitize and replace liners	Daily
			Clean toilets, urinals, sinks, mirrors, counters	Daily
			Wipe Tile and partitions	Daily
			Clean metal surfaces, plumbing faucets, valves	Daily
			Wipe down doors and walls to remove hand marks	Daily
			Refill soap and paper products dispensers	Daily
			Pour hot water or solution down drains to eliminate odors	Daily
		Fiction and Non-fiction Area		
			Vacuum and spot clean to remove spillages and gum	Daily
			Dust shelves and panels, desks, furniture	Daily
			Polish desks and furniture as needed	Daily
			Wipe and spot clean doors, walls, counter tops, tables	Daily

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Facility	Area	Location	Task	Frequency
Public Library				
			Clean telephone handsets	Daily
			Check for and remove gum under tabletops	Daily
		Technical Services Area and Vicinity		
			Sweep and mop floors	Daily
			Empty trash, sanitize and replace liners	Daily
			Dust shelves end panels, desks, furniture, ledges	Daily
			Polish desks and furniture as needed	Daily
			Wipe and spot clean doors, walls, counter tops, shelves	Daily
			Clean telephone handsets	Daily
			Clean sink and counter	Daily
			Refill soap and paper products dispensers	Daily
		Hallway		
			Sweep and Mop	Daily
			Dust furniture, ledges, pictures, plants	Daily
			Wipe and spot clean doors, walls, tables	Daily
		Rear Employee Entrance		
			Sweep outside of entrance area	Daily
			Clean floor grit	Daily
		Staff Restrooms (All)		
			Sweep and mop floors	Daily
			Empty trash, sanitize and replace liners	Daily
			Clean toilets, urinals, sinks, mirrors, counters	Daily
			Wipe Tile and partitions	Daily

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Facility	Area	Location	Task	Frequency
Public Library				
			Clean metal surfaces, plumbing faucets, valves	Daily
			Wipe down doors and walls to remove hand marks	Daily
			Refill soap and paper products dispensers	Daily
			Pour hot water or solution down drains to eliminate odors	Daily
		Elevator		
			Vacuum and pot clean to remove spillages and gum	Daily
			Wipe and spot clean walls, door jams	Daily
			Clean elevator tracts	Daily
		Friends Processing Room, Hallways, and Graphics Area		
			Sweep and mop floors	Daily
			Empty trash, sanitize and replace liners	Daily
			Clean telephone handsets	Daily
	Library 2nd Floor			
		Community Room		
			Vacuum and spot clean to remove spillages and gum	Daily
			Empty trash, sanitize and replace liners	Daily
			Dust shelves and panels, desks, furniture, ledges, sills, molding	Daily
			Polish and clean furniture as needed	Daily
			Wipe and spot clean doors, walls, counter tops, tables	Daily
			Clean telephone handsets	Daily
			Check for and remove gum under tabletops	Daily
		Staff Work Area		
			Vacuum	Daily

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Facility	Area	Location	Task	Frequency
Public Library				
			Empty trash, sanitize and replace liners	Daily
			Wipe and spot clean doors, walls, counter tops, tables	Daily
			Dust shelves and panels, desks, furniture	Daily
			Polish desks and furniture as needed	Daily
			Clean windows partition glass, ledges	Daily
			Clean telephone handsets	Daily
		Porch		
			Sweep and mop	Daily
			Clean furniture	Daily
		Staff Kitchen and Lounge		
			Sweep and mop floors	Daily
			Clean windows and window ledges	Daily
			Vacuum and spot clean throw rug	Daily
			Empty trash, sanitize and replace liners	Daily
			Wiped down tables, chairs, cabinets	Daily
			Clean sink, counter tops, appliances	Daily
			Wipe interior and exterior of microwave	Daily
			Clean inside and outside of refrigerator, and appliances	Daily
			Dust TV, shelves, cabinets, ledges, dust and remove cobwebs	Daily
			Empty trash and replace liners	Daily
			Remove food and drink spillages	Daily
			Refill soap and paper towel dispenser	Daily
		Staff Restrooms (All)		
			Sweep and mop floors	Daily
			Empty trash, sanitize and replace liners	Daily
			Clean toilets, urinals, sinks, mirrors, counters	Daily

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Facility	Area	Location	Task	Frequency
Public Library				
			Wipe Tile and partitions	Daily
			Clean metal surfaces, plumbing faucets, valves	Daily
			Wipe down doors and walls to remove hand marks	Daily
			Refill soap and paper products dispensers	Daily
		Conference Room		
			Vacuum and spot clean to remove spillages and gum	Daily
			Empty trash, sanitize and replace liners	Daily
			Clean glass table tops	Daily
			Dust shelves and panels, desks, furniture, ledges, sills, molding	Daily
			Polish and clean furniture as needed	Daily
			Wipe and spot clean doors, walls, counter tops, tables	Daily
			Clean telephone handsets	Daily
			Check for and remove gum under tabletops	Daily
			Clean chalkboard	Daily
		West Balcony		
			Sweep and mop	Daily
			Clean balcony stairwell to prevent blockage of sump pump	Daily
		Friend's Bookstore and Vicinity		
			Vacuum and spot clean to remove spillages and gum	Daily
			Empty trash, sanitize and replace liners	Daily
			Dust shelves and panels, desks, furniture, ledges, sills, molding	Daily
			Polish and clean furniture as needed	Daily
			Wipe and spot clean doors, walls, counter tops, shelves	Daily
			Wash windows, partition glass and ledges	Daily
			Clean telephone handsets	Daily

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Facility	Area	Location	Task	Frequency
Public Library				
		Hallways		
			Vacuum	Daily
			Dust furniture, ledges, pictures, plants	Daily
			Wipe and spot clean doors, walls, tables	Daily
			Wash windows, partition glass and ledges	Daily
			Clean drinking fountain and metal housing	Daily
		East Balcony		
			Sweep and mop	Daily
		Elevator		
			Vacuum and pot clean to remove spillages and gum	Daily
			Wipe and spot clean walls, door jams	Daily
			Clean elevator tracts	Daily
	Library 2nd Floor Administrative Offices and Vicinity			
		Children's Librarian Office		
			Vacuum	Daily
			Empty trash, sanitize and replace liners	Daily
			Dust shelves and panels, desks, furniture	Daily
			Polish desks and furniture as needed	Daily
			Wipe and spot clean doors, walls, counter tops, tables	Daily
			Clean windows partition glass, ledges	Daily
			Clean telephone handsets	Daily
		Administrative Secretary's Office		
			Vacuum	Daily
			Empty trash, sanitize and replace liners	Daily
			Wipe and spot clean doors, walls, counter tops, tables	Daily

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Facility	Area	Location	Task	Frequency
Public Library				
			Dust shelves and panels, desks, furniture	Daily
			Polish desks and furniture as needed	Daily
			Clean windows partition glass, ledges	Daily
			Clean telephone handsets	Daily
	All			
			Vacuum all upholstered furniture and/or damp wipe all vinyl furniture	Weekly
			Dust, clean and polish entrance doors and thresholds	Weekly
			Dust, clean and polish all furniture and all metal surfaces	Weekly
			Spot clean carpeting throughout the entire Library	Quarterly
			Steam clean and shampoo Community Room carpet	Quarterly
			Dust exterior of all ceiling vents (upstairs and downstairs)	Quarterly
			Dust and clean all exterior plates of all restroom ceiling vents	Quarterly
			Vacuum and shampoo all upholstered furniture	Quarterly
			Wipe down (with appropriate furniture polish) all wood chairs	Quarterly
			Dust clean and polish all furniture and metal surfaces (brass door plates)	Quarterly
			Dust and clean all vertical blinds located upstairs	Quarterly
			Dust and clean all window ledges (upstairs and downstairs)	Quarterly
			Steam clean/shampoo all carpeting throughout the entire Library	Semi-annual
			Strip, scrub, and wax all hard surface floors in the Technical Services and Circulation Desk	Semi-annual
			Strip, scrub, and wax all hard surface floors in the public and staff restrooms, and staff kitchen	Semi-annual
			Wash and Polish all interior and exterior windows and glass	Semi-annual
			Dust, clean all lighting fixture lenses	Semi-annual

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Facility	Area	Location	Task	Frequency
Senior Citizen's Center				
	Senior Center Public Area			
		Entrance		
			Sweep entryway and pick up trash	Daily
			Empty trash and clean area	Daily
		Courtyard		
			Sweep area, clear cobwebs	Daily
			Clean Patio tables and chairs	Daily
		Lobby		
			Vacuum and spot clean to remove spillages and gum	Daily
			Clean entry doors, sliding doors, windows and ledges	Daily
			Clean blinds	Daily
			Dust tables, chairs, pictures, moldings, sills	Daily
			Polish furniture as needed	Daily
			Empty trash and replace liners	Daily
			Clean drinking fountain and metal housing	Daily
			Wipe and spot clean doors and walls	Daily
		Restrooms (All)		
			Sweep and mop floors	Daily
			Clean toilets, urinals, sinks, mirrors, counters	Daily
			Wipe tile and partitions	Daily
			Empty trash, sanitize and replace liners	Daily
			Clean kick plates at bottom of doors	Daily
			Refill soap and paper products dispensers	Daily
			Wipe down doors and walls to remove hand marks	Daily
			Clean metal surfaces, plumbing faucets, valves	Daily

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Facility	Area	Location	Task	Frequency
Senior Citizen's Center				
		Front Class Room		
			Vacuum	Daily
			Dust table and chairs, bookcases, shelves	Daily
			Empty trash, sanitize and replace liners	Daily
			Wipe and spot clean doors, walls, cabinets	Daily
			Clean windows, ledges	Daily
		Staff Work Areas		
			Vacuum	Daily
			Dust workstations, computers, telephones	Daily
			Empty trash, sanitize and replace liners	Daily
			Wipe and spot clean doors, walls, cabinets	Daily
			Clean telephone handsets	Daily
		Multipurpose Room		
			Sweep and Mop	Daily
			Dust table and chairs, pictures, moldings, sills, blinds	Daily
			Empty trash, sanitize and replace liners	Daily
			Wipe and spot clean doors, walls	Daily
			Clean windows, ledges, molding	Daily
		Patio		
			Sweep (behind office and classroom)	Daily
		Computer Lab/Rear Classroom		
			Wipe table and chairs	Daily
			Dust computer work stations, printer	Daily
			Empty trash, sanitize and replace liners	Daily

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Facility	Area	Location	Task	Frequency
Senior Citizen's Center				
			Wipe and spot clean doors, walls, cabinets	Daily
			Clean windows, ledges, molding, sliding glass doors	Daily
		Kitchen		
			Sweep and Mop	Daily
			Empty trash, sanitize and replace liners	Daily
			Wipe and spot clean doors, walls, cabinets	Daily
			Clean telephone handsets	Daily
			Clean windows, ledges, molding	Daily
			Clean sink and counter tops	Daily
			Clean exterior appliances, refrigerator, freezer, ice machine, oven	Daily
			Clean kick plates at bottom of doors	Daily
			Refill soap and paper products dispensers	Daily
			Clean all stainless steel counter tops and walls using degreaser	Daily
			Wipe interior and exterior of microwave	Daily
	Senior Center Administrative Offices			
		Community Services Director's Office		
			Vacuum	Daily
			Dust table and chairs, bookcases, shelves	Daily
			Empty trash, sanitize and replace liners	Daily
			Wipe and spot clean doors, walls, cabinets	Daily
			Clean telephone handset	Daily
			Clean windows, ledges	Daily

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Facility	Area	Location	Task	Frequency
Senior Citizen's Center				
		Rear Office Area		
			Sweep and Mop	Daily
			Dust workstations, computers, office equipment	Daily
			Empty trash, sanitize and replace liners	Daily
			Wipe and spot clean doors, walls, cabinets	Daily
			Clean telephone handsets	Daily
			Clean windows, ledges, molding	Daily
	All			
			Vacuum all upholstered furniture and/or damp wipe all vinyl furniture	Monthly
			Dust, clean and polish entrance doors and thresholds	Monthly
			Dust, clean and polish all furniture and all metal surfaces	Monthly
			Wash handrails at entrance of Center and ADA railings	Monthly
			Wash and polish all interior and exterior windows and glass	Monthly
			Dust light fixtures, air conditioning vents	Monthly
			Strip, scrub, and re-wax all hard surface floors	Quarterly
			Steam clean and shampoo all carpeting	Quarterly
			Dust exterior of all ceiling vents (upstairs and downstairs)	Quarterly

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Facility	Area	Location	Task	Frequency
War Memorial				
	Main Floor			
		Entrance		
			Sweep patio area and concrete stairways to entrance	Daily
			Clean glass doors and windows leading into the building	Daily
		North Hall Foyer		
			Sweep and mop	Daily
			Clean entry doors, windows and ledges (inside and out)	Daily
			Dust tables, chairs, ledges, sills, moldings, vents, pictures	Daily
			Empty trash and replace liners	Daily
			Wipe and spot clean walls, doors, counters	Daily
			Remove food and drink spillages	Daily
		Restrooms (All)		
			Sweep and mop floors	Daily
			Clean toilets, urinals, sinks, mirrors, counters	Daily
			Wipe tile and partitions	Daily
			Empty trash, sanitize and replace liners	Daily
			Clean kick plates at bottom of doors	Daily
			Refill soap and paper products dispensers	Daily
			Wipe down doors and walls to remove hand marks	Daily
			Clean metal surfaces, plumbing faucets, valves	Daily
		Main Hall		
			Sweep and Mop Floors	Daily
			Sweep fireplaces (2)	Daily
			Dust shelves, end panels, furniture, ledges, moldings	Daily
			Empty trash and replace liners	Daily
			Remove food and drink spillages	Daily

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Facility	Area	Location	Task	Frequency
War Memorial				
			Wipe and spot clean doors, walls, counter tops, tables	Daily
			Clean windows and ledges	Daily
		Kitchen		
			Sweep and mop	Daily
			Empty trash and replace liners	Daily
			Hand wash wink, 3 compartment sink, prep sink	Daily
			Wipe down tables and chairs	Daily
			Clean sinks, counter tops, stove top,	Daily
			Clean oven , including hood and remove grease	Daily
			Clean outside of appliances, microwave, refrigerator, warmers, freezer, ice machine	Daily
			Clean food carts	Daily
			Refill soap and paper towel dispenser	Daily
			Remove food and drink spillages	Daily
			Wash windows, partition glass and ledges	Daily
			Clean refrigerator inside and out	Daily
	Basement			
		Entrance		
			Sweep and mop floor	Daily
			Sweep staircase	Daily
			Clean glass doors and windows leading into the building	Daily
		Main Room		
			Vacuum main room	Daily
			Clean entry doors, windows and ledges (inside and out)	Daily
			Dust tables, chairs, ledges, sills, moldings, vents, pictures	Daily
			Empty trash and replace liners	Daily
			Wipe and spot clean walls, doors, counters	Daily

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Facility	Area	Location	Task	Frequency
War Memorial				
		Restrooms (All)	Remove food and drink spillages	Daily
			Sweep and mop floors	Daily
			Clean toilets, urinals, sinks, mirrors, counter tops	Daily
			Wipe tile and partitions	Daily
			Empty trash, sanitize and replace liners	Daily
			Clean kick plates at bottom of doors	Daily
			Refill soap and paper products dispensers	Daily
			Wipe down doors and walls to remove hand marks	Daily
			Clean metal surfaces, plumbing, faucets, valves	Daily
		Back Entryway		
			Sweep and mop floors	Daily
			Sweep staircase	Daily
	All			
			Dust, clean and polish entrance doors and thresholds	Monthly
			Dust, clean and polish all metal surfaces	Monthly
			Clean interior and exterior windows	Monthly
			Sweep elevator and area around it	Monthly
			Steam clean/shampoo carpets	Semi-annual
			Dust light fixtures, air-conditioning vents	Semi-annual

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Facility	Area	Location	Task	Frequency
Eddie Park House				
	Outside Areas			
		Entryway & Rear		
			Sweep front porch and walkways to front entrances	Daily
			Clean windows and ledges at entryway	Daily
	Inside Areas			
		Meeting Room		
			Vacuum	Daily
			Clean entry doors, windows and ledges (inside and out)	Daily
			Dust tables, chairs, ledges, sills, moldings, vents, pictures	Daily
			Clean glass doors of build in cabinets	Daily
			Empty trash and replace liners	Daily
			Dust tables, chairs, ledges, sills, molding	Daily
			Remove food and drink spillages	Daily
			Clean Window partition glass and ledges	Daily
			Wipe and spot clean walls, doors, cabinets, shelves	Daily
		Restrooms (All)		
			Sweep and mop floors	Daily
			Clean toilets, urinals, sinks, mirrors, counters	Daily
			Wipe tile and partitions	Daily
			Empty trash, sanitize and replace liners	Daily
			Clean kick plates at bottom of doors	Daily
			Refill soap and paper products dispensers	Daily
			Wipe down doors and walls, ledges	Daily
			Clean metal surfaces, plumbing faucets, valves	Daily
			Clean window and ledges	Daily

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Facility	Area	Location	Task	Frequency
Eddie Park House				
		Hallway		
			Sweep and mop floors	Daily
			Wipe and spot clean doors and walls, ledges	Daily
			Wash partition glass and ledges	Daily
		Kitchen		
			Sweep and mop	Daily
			Empty trash and replace liners	Daily
			Wipe down tables and chairs	Daily
			Clean sinks, counter tops, stove top,	Daily
			Clean outside of appliances, microwave, refrigerator	Daily
			Remove food and drink spillages	Daily
			Wash windows, partition glass and ledges	Daily
			Clean refrigerator inside and out	Daily
			Refill soap and paper towel dispenser	Daily
	All			
			Dust, clean and polish entrance doors and thresholds	Monthly
			Dust, clean and polish all metal surfaces	Monthly
			Strip, scrub and re-wax kitchen, bathroom, and hallway floors	Semi-annual
			Wash and polish all wood paneling, woodwork and handrails	Semi-annual
			Steam clean and shampoo all carpeting	Semi-annual
			Clean all roller shades	Semi-annual
			Wash and polish all interior and exterior windows and glass	Semi-annual
			Dust light fixtures, air-conditioning vents	Semi-annual

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Facility	Area	Location	Task	Frequency
Garfield Park Restrooms				
	Restrooms Near Park Avenue			
		Inside and Outside Areas		
			Sweep and mop floors	Daily
			Clean toilets, and sinks (stainless steel)	Daily
			Wipe and clean exterior walls and doors	Daily
			Empty trash, sanitize and replace liners	Daily
			Wipe down and clean paneling and ceilings	Daily
			Remove all graffiti	Daily
			Refill soap and paper products dispensers	Daily
			Clean metal surfaces, plumbing faucets, valves	Daily
			Wash down walkways	Daily
			Pressure wash sidewalk and epoxy floors	Monthly

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Facility	Area	Location	Task	Frequency
Arroyo Park Restrooms				
	Restrooms Near Stoney Drive			
		Inside and Outside Areas		
			Sweep and mop floors	Daily
			Clean toilets, and sinks (stainless steel)	Daily
			Wipe and clean exterior walls and doors	Daily
			Empty trash, sanitize and replace liners	Daily
			Wipe down and clean paneling and ceilings	Daily
			Remove all graffiti	Daily
			Refill soap and paper products dispensers	Daily
			Clean metal surfaces, plumbing faucets, valves	Daily
			Wash down walkways	Daily
			Pressure was sidewalk and concrete floors	Monthly
	Restrooms Near San Pasqual			
		Inside and Outside Areas		
			Sweep and mop floors	Daily
			Clean toilets, and sinks (stainless steel)	Daily
			Wipe and clean exterior walls and doors	Daily
			Empty trash, sanitize and replace liners	Daily
			Wipe down and clean paneling and ceilings	Daily
			Remove all graffiti	Daily
			Refill soap and paper products dispensers	Daily
			Clean metal surfaces, plumbing faucets, valves	Daily

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Facility	Area	Location	Task	Frequency
Arroyo Park Restrooms				
			Wash down walkways	Daily
			Pressure was sidewalk and concrete floors	Monthly

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Facility	Area	Location	Task	Frequency
Garfield Park Youth House				
	Inside Areas			
		Meeting Room and Kitchenette		
			Sweep and mop tile floor	Daily
			Clean glass at all entry doors, windows and ledges (inside and out)	Daily
			Clean sink and tile counter top	Daily
			Dust tables and chairs, ledges, sills, moldings	Daily
			Empty trash and replace liners	Daily
			Remove food and drink spillages	Daily
			Clean windows , partition glass and ledges	Daily
			Wipe and spot clean walls, doors, cabinets, shelves	Daily
		Restroom		
			Sweep and mop tile floor	Daily
			Clean toilet, and sink, mirror	Daily
			Wipe tile walls	Daily
			Empty trash, sanitize and replace liners	Daily
			Clean kick plate at bottom of door	Daily
			Refill soap and paper products dispensers	Daily
			Clean metal surfaces, plumbing faucets, valves	Daily
			Wipe and spot clean doors, walls, ledges	Daily
		All		
			Dust, clean and polish entrance doors and thresholds	Monthly
			Dust, clean and polish all metal surfaces	Monthly
			Dust clean above closet	Monthly
			Strip, scrub and re-seal tile floors	Semi-annual
			Wash and polish all wood doors, windows and ledges	Semi-annual
			Wash and polish all interior and exterior windows and glass	Semi-annual

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Facility	Area	Location	Task	Frequency
Garfield Park Youth House				
			Clean all roller shades	Semi-annual
			Dust light fixtures, air-conditioning vents	Semi-annual
	Outside Areas			
		Entryway and Rear		
			Sweep and hose down front porch and walkways to front entrances	Daily
			Clean windows and ledges at entry way and remove cobwebs	Daily
			Wipe and spot clean doors	Daily
			Empty trash and replace liners	Daily
		West Patio		
			Sweep all concrete floors and remove debris and dispose	Daily
			Wash down concrete slab once a week	Daily

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Facility	Area	Location	Task	Frequency
Recreation Center				
	Recreation Center Mid-Level			
		Entry		
			Sweep front steps	Daily
			Sweep entryway and pick up trash	Daily
		Restrooms (All)		
			Sweep and mop tile floor	Daily
			Clean toilets, urinals, and sink, mirror, counter	Daily
			Wipe tile, partitions	Daily
			Empty trash, sanitize and replace liners	Daily
			Clean kick plate at bottom of door	Daily
			Refill soap and paper products dispensers	Daily
			Clean metal surfaces, plumbing faucets, valves	Daily
			Wipe and spot clean doors, walls, ledges	Daily
			Pour hot water or solution down drains to eliminate odor	Daily
		Meeting Room		
			Vacuum and remove stains on carpet from spillage and gum	Daily
			Dust and clean conference table, chairs, pictures, plants	Daily
			Empty trash and replace liners	Daily
			Clean telephone handsets	Daily
			Wipe down and spot clean partition glass and ledges	Daily
		Classroom		
			Vacuum and remove stains on carpet from spillage and gum	Daily
			Dust and clean conference table, chairs, pictures, plants	Daily
			Empty trash and replace liners	Daily
			Clean telephone handsets	Daily
			Wipe down and spot clean partition glass and ledges	Daily

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Facility	Area	Location	Task	Frequency
Recreation Center				
			Wipe and spot clean doors, walls, counters, tops of shelves	Daily
			Remove drink and food spillage	Daily
	Recreation Center 2nd Floor			
		Stair Case		
			Wipe handrails and sweep stairs	Daily
		Reception Room		
			Spot clean to remove spillages and gum	Daily
			Clean windows and ledges	Daily
			Empty trash and replace liners	Daily
			Dust tables, chairs, pictures, plants	Daily
			Wipe and spot clean doors and walls	Daily
			Clean telephone handset	Daily
		Kitchen		
			Sweep and mop	Daily
			Empty trash and replace liners	Daily
			Clean sinks, counter tops, appliances	Daily
			Refill soap and paper towel dispenser	Daily
			Remove food and drink spillage	Daily
			Clean outside of appliances, microwave, refrigerator	Daily
		Restroom		
			Sweep and mop tile floor	Daily
			Clean toilet, and sink, mirror, counter	Daily
			Empty trash, sanitize and replace liners	Daily
			Refill soap and paper products dispensers	Daily
			Clean metal surfaces, plumbing faucets, valves	Daily
			Wipe and spot clean doors, walls, ledges	Daily

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Facility	Area	Location	Task	Frequency
Recreation Center				
	Recreation Center Offices			
		Supervisor's Office		
			Sweep and mop	Daily
			Dust table and chairs, bookcases, shelves	Daily
			Empty trash, sanitize and replace liners	Daily
			Wipe and spot clean doors, walls, cabinets	Daily
			Clean telephone handset	Daily
			Clean windows, ledges	Daily
		Coordinator's Office		
			Sweep and mop	Daily
			Dust table and chairs, bookcases, shelves	Daily
			Empty trash, sanitize and replace liners	Daily
			Wipe and spot clean doors, walls, cabinets	Daily
			Clean telephone handset	Daily
			Clean windows, ledges	Daily
		Staff Office/Break Room		
			Sweep and mop	Daily
			Dust desk, chair, bookcases	Daily
			Empty trash, sanitize and replace liners	Daily
			Wipe and spot clean doors, walls, cabinets	Daily
			Clean telephone handset	Daily
			Clean windows, ledges	Daily
			Wipe down tables and chairs	Daily

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Facility	Area	Location	Task	Frequency
Recreation Center				
	Recreation Center Basement			
		Picnic Area		
			Sweep entryway and pick up trash	Daily
			Wipe and spot clean picnic tables	Daily
			Clean drinking fountain and metal housing	Daily
			Wash down concrete areas under tables for sanitary purposes	Daily
			Check and remove gum under table tops	Daily
		Camp Med		
			Sweep and mop floors	Daily
			Clean entry doors, windows, ledges (inside and out)	Daily
			Wipe and spot clean doors, walls, tables, storage area, counters	Daily
			Dust chairs, ledges, pictures, plants	Daily
			Empty trash and replace liners	Daily
			Clean telephone handsets	Daily
			Spot clean to remove spillages and gum	Daily
			Clean outside of appliances, refrigerator	Daily
		Staff Work Room		
			Vacuum	Daily
			Wipe and spot clean doors, walls, file cabinets	Daily
			Dust desk, chairs, bookcases, pictures, plants	Daily
			Clean telephone handsets	Daily
			Empty trash and replace liners	Daily
			Wipe down and spot clean partition glass and ledges	Daily
		Restrooms (All)		
			Sweep and mop tile floor	Daily
			Clean toilets, urinals, and sink, mirror	Daily

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Facility	Area	Location	Task	Frequency
Recreation Center				
			Wipe tile and partitions	Daily
			Empty trash, sanitize and replace liners	Daily
			Clean changing tables	Daily
			Refill soap and paper products dispensers	Daily
			Clean metal surfaces, plumbing faucets, valves	Daily
			Pour hot water or solution down drains to eliminate odor	Daily
	All			
			Vacuum all upholstered furniture and damp wipe all vinyl furniture	Monthly
			Dust, clean and polish entrance doors and thresholds and all metal surfaces	Monthly
			Strip, scrub and re-wax all hard surface floors (kitchen, bathroom and mid-level)	Semi-annual
			Wash and polish all wood paneling, word work, handrails	Semi-annual
			Wash and polish all interior and exterior windows and glass	Semi-annual
			Steam clean/shampoo all carpeting (mid-level and basement)	Semi-annual
			Dust light fixtures, air-conditioning vents	Semi-annual

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Facility	Area	Location	Task	Frequency
Public Works Service Facility & Yard				
	Public Works Service Facility 1st Floor			
		Staircase		
			Wipe handrails and sweep stairs	Daily
		Office Areas		
			Sweep and mop	Daily
			Dust table and chairs, bookcases	Daily
			Empty trash, sanitize and replace liners	Daily
			Wipe and spot clean doors, walls, cabinets	Daily
			Clean telephone handset	Daily
			Clean windows, ledges	Daily
		Restrooms & Locker Rooms (All)		
			Sweep and mop tile floor	Daily
			Clean toilet, and sink, mirror, counter	Daily
			Empty trash, sanitize and replace liners	Daily
			Refill soap and paper products dispensers	Daily
			Clean metal surfaces, plumbing faucets, valves	Daily
			Wipe and spot clean doors, walls, ledges	Daily
			Wipe partition and walls	Daily
		Conference & Kitchen Area		
			Sweep and mop tile floor	Daily
			Empty trash, sanitize and replace liners	Daily
			Wipe tables, chairs	Daily
			Wipe and spot clean doors, walls,	Daily
			Clean sinks, counter tops, appliances	Daily

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Facility	Area	Location	Task	Frequency
Public Works Service Facility & Yard				
			Refill soap and paper towel dispenser	Daily
			Remove food and drink spillage	Daily
			Clean outside of appliances, microwave, refrigerator	Daily
	Public Works Service Facility 2nd Floor			
		Stair Case		
			Wipe handrails and sweep stairs	Daily
		Lobby		
			Spot clean to remove spillages and dirt	Daily
			Clean windows and ledges	Daily
			Empty trash and replace liners	Daily
			Dust couch, table, chairs, pictures, plants	Daily
			Wipe and spot clean doors and walls	Daily
			Dust office equipment	Daily
		Office 1		
			Sweep and mop	Daily
			Dust table and chairs, bookcases	Daily
			Empty trash, sanitize and replace liners	Daily
			Wipe and spot clean doors, walls, cabinets	Daily
			Clean telephone handset	Daily
			Clean windows, ledges	Daily
		Office 2		
			Sweep and mop	Daily
			Dust table and chairs, bookcases	Daily
			Empty trash, sanitize and replace liners	Daily
			Wipe and spot clean doors, walls, cabinets	Daily
			Clean telephone handset	Daily
			Clean windows, ledges	Daily

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Facility	Area	Location	Task	Frequency
Public Works Service Facility & Yard				
		Office 3		
			Sweep and mop	Daily
			Dust table and chairs, bookcases, shelves	Daily
			Empty trash, sanitize and replace liners	Daily
			Wipe and spot clean doors, walls, cabinets	Daily
			Clean telephone handset	Daily
			Clean windows, ledges	Daily
			Dust all work stations and equipment	Daily
		Office 4		
			Sweep and mop	Daily
			Dust table and chairs, bookcases, shelves	Daily
			Empty trash, sanitize and replace liners	Daily
			Wipe and spot clean doors, walls, cabinets	Daily
			Clean telephone handset	Daily
			Clean windows, ledges	Daily
			Dust all work stations and equipment	Daily
		Back Office Area		
			Sweep and mop	Daily
			Dust desk, table and chairs, bookcases, shelves	Daily
			Empty trash, sanitize and replace liners	Daily
			Wipe and spot clean doors, walls, cabinets	Daily
			Clean telephone handset	Daily
			Clean windows, ledges	Daily
			Dust office equipment	Daily
		Restrooms (All)		
			Sweep and mop tile floor	Daily
			Clean toilet, and sink, mirror, counter	Daily

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Facility	Area	Location	Task	Frequency
Public Works Service Facility & Yard				
			Empty trash, sanitize and replace liners	Daily
			Refill soap and paper products dispensers	Daily
			Clean metal surfaces, plumbing faucets, valves	Daily
			Wipe and spot clean doors, walls, ledges	Daily
			Wipe partition and walls	Daily
		Hallway		
			Sweep and mop	Daily
			Clean kick plates	Daily
			Dust ledges and pictures	Daily
			Wipe and spot clean doors, walls, ledges	Daily
			Wash windows and ledges	Daily
		Conference Area		
			Sweep and mop tile floor	Daily
			Empty trash, sanitize and replace liners	Daily
			Wipe tables, chairs	Daily
			Wipe and spot clean doors, walls, ledges	Daily
		Public Works Operations Manager's Office		
			Vacuum	Daily
			Dust desk, table and chairs, bookcases, shelves	Daily
			Empty trash, sanitize and replace liners	Daily
			Wipe and spot clean doors, walls, cabinets	Daily
			Clean telephone handset	Daily
			Clean windows, ledges	Daily

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Facility	Area	Location	Task	Frequency
Public Works Service Facility & Yard				
		Staff Break Room		
			Sweep and mop	Daily
			Wipe counter top, and inside and outside of refrigerator	Daily
			Empty trash, sanitize and replace liners	Daily
			Spot clean doors, walls, cabinets	Daily
			Clean sink and counters	Daily
			Dust shelves	Daily
	All			
			Vacuum all upholstered furniture and damp wipe all vinyl furniture	Monthly
			Dust, clean and polish entrance doors and thresholds and all metal surfaces	Monthly
			Strip, scrub and re-wax all hard surface floors	Semi-annual
			Wash and polish all wood paneling, word work, handrails	Semi-annual
			Wash and polish all interior and exterior windows and glass	Semi-annual
			Steam clean/shampoo all carpeting (Public Works Operations Manager's Office)	Semi-annual
			Clean all horizontal blinds	Semi-annual
			Dust light fixtures, air-conditioning vents	Semi-annual

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Facility	Area	Location	Task	Frequency
Garfield Water Distribution & Public Works Facility				
	Garfield 1st Floor			
		Director's Office		
			Vacuum	Daily
			Clean windows and ledges	Daily
			Dust desk, bookcases, office equipment	Daily
			Empty trash and replace liners	Daily
			Dust television, table and chairs	Daily
			Wipe down door and walls, file cabinets, dust and remove cobwebs	Daily
			Clean telephone handsets, windows and ledges	Daily
		Restroom		
			Sweep and mop tile floor	Daily
			Clean toilet, and sink, mirror, counter	Daily
			Empty trash, sanitize and replace liners	Daily
			Refill soap and paper products dispensers	Daily
			Clean metal surfaces, plumbing faucets, valves	Daily
			Wipe and spot clean doors, walls, ledges	Daily
			Clean kick plate at bottom of doors	Daily
			Wipe partition and walls	Daily
		Locker Room		
			Sweep and mop tile floor	Daily
			Wipe down benches, lockers	Daily
			Empty trash, sanitize and replace liners	Daily
			Clean shower stalls	Daily
			Wipe and spot clean doors, walls, ledges	Daily
			Clean metal surfaces, plumbing faucets, valves, handles	Daily

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Facility	Area	Location	Task	Frequency
Garfield Water Distribution & Public Works Facility				
		Lunchroom/Kitchen Area		
			Sweep and mop	Daily
			Empty trash, sanitize and replace liners	Daily
			Clean sink and counter tops	Daily
			Wipe counter top, and inside and outside of refrigerator	Daily
			Spot clean doors, walls, cabinets	Daily
			Wipe and spot clean microwaves	Daily
			Refill soap and paper products dispensers	Daily
			Clean metal surfaces faucet	Daily
			Remove food and drink spillages	Daily
			Wash window and ledge	Daily
		Deputy Director's Office		
			Vacuum	Daily
			Dust desk, chairs, bookcase	Daily
			Empty trash and shredder, replace liners	Daily
			Dust television, table and chairs	Daily
			Wipe down door and walls, file cabinets, dust and remove cobwebs	Daily
			Clean telephone handsets, windows and ledges	Daily
		Stair Case		
			Wipe handrails and sweep stairs	Daily
		Lobby		
			Spot clean to remove spillages and dirt	Daily
			Clean windows and ledges	Daily
			Empty trash and replace liners	Daily
			Dust couch, table, chairs, pictures, plants	Daily
			Wipe and spot clean doors and walls	Daily
			Dust office equipment	Daily

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Facility	Area	Location	Task	Frequency
Garfield Water Distribution & Public Works Facility				
	Garfield 2nd Floor			
		West Office Area		
			Vacuum	Daily
			Dust table and chairs, bookcases, and remove cobwebs	Daily
			Empty trash, sanitize and replace liners	Daily
			Wipe and spot clean doors, walls, cabinets	Daily
			Clean telephone handset	Daily
			Clean windows, ledges	Daily
			Dust copier and fax machine	Daily
		Restrooms (All)		
			Sweep and mop tile floor	Daily
			Clean toilet, and sink, mirror, counter	Daily
			Empty trash, sanitize and replace liners	Daily
			Refill soap and paper products dispensers	Daily
			Clean metal surfaces, plumbing faucets, valves	Daily
			Wipe and spot clean doors, walls, ledges	Daily
			Wipe partition and walls	Daily
		Hallway		
			Sweep and mop	Daily
			Clean kick plates	Daily
			Dust ledges, pictures,	Daily
			Wipe and spot clean doors, walls, ledges	Daily
			Wash windows and ledges	Daily
			Dust table and chairs, bookcases, shelves	Daily
			Empty trash, sanitize and replace liners	Daily
			Wipe and spot clean doors, walls, cabinets	Daily
			Clean telephone handset	Daily

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Facility	Area	Location	Task	Frequency
Garfield Water Distribution & Public Works Facility				
			Clean windows, ledges	Daily
			Dust all work stations and equipment	Daily
		East Office Areas		
			Vacuum	Daily
			Dust desk, chairs, bookcase	Daily
			Empty all trash and shredder, replace liners	Daily
			Wipe down door and walls, file cabinets, dust and remove cobwebs	Daily
			Clean telephone handsets, windows and ledges	Daily
			Dust individual cubicles	Daily
		Conference Areas		
			Vacuum	Daily
			Dust conference table, chairs	Daily
			Empty trash and shredder, replace liners	Daily
			Wipe down door and walls, file cabinets, dust and remove cobwebs	Daily
			Clean windows and ledge	Daily
			Dust televisions, and cabinet	Daily
		Kitchen Area		
			Vacuum	Daily
			Empty trash, sanitize and replace liners	Daily
			Clean sink and counter tops	Daily
			Wipe counter top, and inside and outside of refrigerator	Daily
			Spot clean walls and cabinets	Daily
			Wipe and spot clean microwaves	Daily
			Refill soap and paper products dispensers	Daily
			Clean metal surfaces faucet	Daily
			Remove food and drink spillages	Daily
			Wash window and ledge	Daily

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Facility	Area	Location	Task	Frequency
Garfield Water Distribution & Public Works Facility				
		Map & File Room		
			Vacuum	Daily
			Dust plans, bookcases, and blueprint	Daily
	All			
			Vacuum all upholstered furniture and damp wipe all vinyl furniture	Monthly
			Dust, clean and polish entrance doors and thresholds and all metal surfaces	Monthly
			Strip, scrub and re-wax all hard surface floors	Semi-annual
			Wash and polish all wood paneling, word work, handrails	Semi-annual
			Wash and polish all interior and exterior windows and glass	Semi-annual
			Steam clean/shampoo all carpeting (Public Works Operations Manager's Office)	Semi-annual
			Clean all horizontal blinds	Semi-annual
			Dust light fixtures, air-conditioning vents	Semi-annual

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Exhibit B
Costs

Base Hill, Inc.
$16,885 per month

Item No.	Janitorial Services Location	Bid Item Price
A01	City Hall	$1,200.00 (per month)
A02	Police Department	$2,525.00 (per month)
A03	City Council Chambers	$350.00 (per month)
A04	Public Library	$3,045.00 (per month)
A05	Senior Citizen's Center	$1,575.00 (per month)
A06	War Memorial	$1,240.00 (per month)
A07	Eddie Park House	$600.00 (per month)
A08	Garfield Park Restrooms	$975.00 (per month)
A09	Arroyo Park Restrooms	$1,075.00 (per month)
A10	Garfield Park Youth House	$600.00 (per month)
A11	Recreation Center	$1,050.00 (per month)
A12	Public Works Service Facility & Yard	$1,275.00 (per month)
A13	Garfield Water Distribution & Public Works Facility	$1,375.00 (per month)
A14	Supervisor	$30.00 (per hour)
A15	Day Porter	$28.00 (per hour)
A16	Janitor	$28.00 (per hour)

City Council Agenda Report

ITEM NO. 18

DATE: August 20, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Michael Vartanians, Principal Engineer

SUBJECT: **CONSIDERATION OF APPROVAL OF A FOURTH AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH RKA CONSULTING GROUP FOR ENGINEERING SUPPORT SERVICES RELATED TO THE FISCAL YEAR 2019-2020 STREET IMPROVEMENT PROJECT IN A NOT TO EXCEED AMOUNT OF $215,135.**

Recommendation

It is recommended that the City Council consider approval of an amendment (Attachment 1) of an existing Professional Services Agreement (Attachment 2) with RKA Consulting Group, to provide engineering support services related to the Fiscal Year 2019-2020 Street Improvement Project, in a not-to-exceed amount of $215,135.

Executive Summary

This item adjusts the scope and fee for an existing professional services agreement with RKA Consulting Group (RKA) via a contract amendment, in order to facilitate engineering construction support needs of the Fiscal Year 2019-2020 Street Improvement Project (Project).

Background

In 2020, the City Council awarded a professional services agreement (Agreement) to RKA in an amount not-to-exceed $202,636 for design engineering services for the Fiscal Year 2019-2020 Street Improvement Project. This amount included a contingency amount of $18,421 that was authorized but not included in the Agreement. Despite, City Council awarding a contract for a not-to-exceed amount of $202,636, a purchase order was opened for $184,215. The Project originally included design of asphalt pavement rehabilitation and concrete infrastructure improvements along various streets throughout the City however staff revised the scope of work to include water and sewer infrastructure improvements as part of the Project. A construction contract for the Project was awarded by City Council on June 18, 2025 and with construction anticipated to begin shortly, staff will require RKA, the engineer of record of the project, to provide engineering support during construction and project closeout services.

Analysis

Design work on the Project has been underway for approximately four years, during which the scope has changed from the originally proposed effort. For example, the initial proposed Project, did not include design of water and sewer infrastructure improvements. As the City

shifted its approach to include both above ground and underground infrastructure improvements as one project staff revised the contract scope with RKA to remove design of the Mission/Arroyo/Pasadena intersection to allow for design of underground infrastructure needs.

City staff has proposed the Mission/Arroyo/Pasadena Intersection Improvement Project, as seen in the Fiscal Year 2025-2026 Capital Improvement Program, and plans to advertise a request for proposals to begin design of this project as a separate professional services agreement.

In total, the scope changes will require an additional $12,499 contract adjustment, which is well within the design budget for the $7+ million Project, increasing the original contract amount from $202,636 to 215,135.

Fiscal Impact
Funding for this Project has been adopted in the FY 2025-2026 Budget under the Streets Repair Project CIP Account No. 400-9000-9008-9203-000. This account consists of transfers from multiple funds, including Funds 104, 210, 233, 236, 237, 245 and 500. With approximately $9+ million budgeted in FY 2025-2026 (including carry overs from FY 24-25) there is adequate funding to support a contract amendment of $30,920.

For this contract amendment $6,250.00 will be utilized from Street Improvement Fund 104 (400-9000-9008-9203-104) and $6,250.00 will be utilized from Water Enterprise Fund 500 (400-9000-9008-9203-500).

Key Performance Indicators and Strategic Plan
This item is related to street improvement goals in the City Council's 2025 compilation of priorities, number 2(a).

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

Attachment:
Attachment No. 1 - Proposed Amendment
Attachment No. 2 - Existing Professional Services Agreement

FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING DESIGN SERVICES

THIS AMENDMENT ("Amendment") is made on this 20th day of August, 2025, by and between the CITY OF SOUTH PASADENA ("CITY") and RKA CONSULTING GROUP ("CONSULTANT').

RECITALS

WHEREAS, on October 2, 2020, the CITY and CONSULTANT entered into an Agreement for PROFESSIONAL ENGINEERING DESIGN SERVICES ("Agreement") for CONSULTANT to assist City with the engineering design, construction management and inspection services for the Fiscal Year 2019-20 Street Improvement Project; and

WHEREAS, the original Agreement and accompanying purchase order was in the amount of $184,215 for the Scope of Services; and

WHEREAS, on July 13, 2022, the CITY executed the First Amendment to extend the termination date of the Agreement to no later than December 31, 2022 in order to complete the design of the project; and

WHEREAS, on March 20, 2023, the CITY executed the Second Amendment to extend the termination date of the Agreement to no later than December 31, 2023 in order to complete the design of the project; and

WHEREAS, on December 21, 2023, the CITY executed the Third Amendment to amend the termination date of the Agreement to "the date on which the City Director of Public Works determines the work to be complete;" and

WHEREAS, the CITY desires that Consultant provide support services during the construction phase of the project, which requires an amendment to the Agreement for the additional services and compensation for those services;

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

Section 1. Consultant shall provide the additional services as set forth in Exhibit A of this Fourth Amendment ("Additional Services"), which shall be performed pursuant to the terms of the Agreement. The Agreement's original Scope of Services

and the Additional Services attached herein shall collectively be referred to as Scope of Services.

Section 2. For the Additional Services, City shall pay Consultant an amount not to exceed $30,920, as more particularly described in Exhibit A based on the hourly rates set forth therein. Accordingly, the maximum compensation for the Scope of Services shall not exceed $215,135.

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

"City" City of South Pasadena	"Consultant" RKA Consulting Group
By:_____ *Signature*	By:_____ *Signature*
Printed:_____	Printed:_____
Title:_____	Title:_____
Date:_____	Date:_____

Attest:

By:_____
Mark Perez, Acting Chief City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

EXHIBIT A TO THE FOURTH AMENDMENT

ADDITIONAL SERVICES AND COMPENSATION

398 Lemon Creek Drive, Suite E ● Walnut, CA 91789
Phone: (909) 594-9702 ● Fax: (909) 594-2658 ● www.rkagroup.com

July 30, 2025

Michael Vartanians, P.E.
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

RE: CHANGE ORDER #1 (REVISED) FOR FY19-20 STREET IMPROVEMENT PROJECT

Dear Mr. Vartanians:

The City awarded the FY2019-2020 Street Improvement Project design contract to RKA Consulting Group in October 2020. The project has since progressed through final design and bidding/award, with the construction anticipated to start in September 2025.

This change order requests an amendment to the original professional services agreement to include the following Tasks:

Construction Support

RKA will provide construction Support Services during the construction phase of the project. The construction duration is assumed to be 150 working days.

Under this change order, RKA will provide the following services on an as-needed basis and at the request of the City:

- Attend the pre-construction meeting, job walk, and periodic job-site meetings as requested
- Respond to Contractor RFIs related to the design plans and technical specifications.
- Review and provide comments or approvals on Contractor submittals, including materials and shop drawings, as requested.

Prepare Record Drawings (As-Builts)

RKA will prepare as-built drawings based on field red-lined as-built information provided by the project construction contractor. Record Drawings will be delivered in PDF format.

Exclusions

This change order does not include any redesign or significant plan revisions. Should redesign or re-engineering be required due to unforeseen site conditions, design changes, or changes in project scope, such services may be provided under a separate change order upon written authorization by the City.

FEES

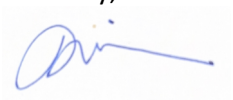
The attached fee schedule is the estimated time and cost to complete the project

TASK	Change Order Request
Const Support	$17,600
Prepare Record Drawings (As-Builts)	$13,320
Total	$30,920

RKA is requesting a contract increase of **$30,920** to complete the above additional work.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you should have any questions, please do not hesitate to contact me at (909) 594-9702 or by e-mail at blin@rkagroup.com.

Sincerely,



Bobby Lin, P.E.
Senior Project Manager

RKA CONSULTING GROUP

CITY OF SOUTH PASADENA FY19-20 STREET IMPROVEMENT PROJECT

ENGINEERING DESIGN SERVICES PROPOSAL - CHANGE ORDER #1 (Revised)

July 28, 2025

	Project Manager $180/hr	Project Engineer $150/hr	Engineering Assistant $110/hr		Total Fee
Construction Engineering Support					
Construction Support	40	40	40		$17,600
Prepare Record Drawings (As-Builts)	4	40	60		$13,320
Total	***44***	***80***	***100***		***$30,920***

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PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

(City of South Pasadena / RKA Consulting Group)

1. IDENTIFICATION

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

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: engineering design, construction management and inspection services for fiscal year 2019-20 street improvement projects.

2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. DEFINITIONS

3.1. "Design Professional": A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 et seq., (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 et seq., (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 et seq., or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 et seq.

3.2. "Scope of Services": Such professional services as are set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference.

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3.3. "Agreement Administrator": The Agreement Administrator for this project is Kristine Courdy, Deputy Director of Public Works. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

3.4. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

3.5. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is One Hundred Eighty-Four Thousand Two Hundred Fifteen Dollars ($184,215).

3.6. "Commencement Date": August 19, 2020.

3.7. "Termination Date": December 31, 2021.

4. TERM

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

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5. CONSULTANT'S DUTIES

5.1. **Services**. Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

5.2. **Coordination with City**. In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.

5.3. **Budgetary Notification**. Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.

5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.

5.5. **Professional Standards.** Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.

5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. David Gilbertson, Executive Vice President shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

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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.

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7. COMPENSATION

7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification or position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.

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

7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.

7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.

7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

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

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arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

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

10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.

10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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11. INDEMNIFICATION

11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officials, officers, agents, employees and volunteers.

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

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

11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party,

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

11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.

11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.

11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.

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

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

12. INSURANCE

12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:

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- 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: Engineering Design, Construction Management and Inspection Services
- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

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 City as 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.

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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. P**rofessional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed $50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the

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required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.

12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Public Works Department, 1414 Mission Street, South Pasadena, CA 91030.

12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.

12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.

12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

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

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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

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

If to Consultant

RKA Consulting Group
398 Lemon Creek Drive, Suite E
Walnut, CA 91789
Telephone: (909) 594-9702
Facsimile: (909) 594-2658

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

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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.

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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.

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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.

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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.

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

"City"
City of South Pasadena

By: DocuSigned by: Sean Joyce 0D867796FCFE42A...
Signature

Printed: Sean Joyce

Title: Interim City Manager

Date: 10/1/2020

"Consultant"
RKA Consulting Group

By: DocuSigned by: David G Gilbertson 4D185E3F258C40A...
Signature

Printed: David G Gilbertson

Title: CEO/President

Date: 9/28/2020

Attest:

By: DocuSigned by: Evelyn G. Zneimer 340B68F46F964F8...
Evelyn G. Zneimer, City Clerk

Date: 10/2/2020

Approved as to form:

By: DocuSigned by: Teresa L. Highsmith 3657EFA936854DF...
Teresa L. Highsmith, City Attorney

Date: 10/1/2020

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Exhibit A

Scope of Services

The Consultant shall perform water and pavement improvements (engineering design and construction management) on ten roadway segments distributed throughout the City's jurisdiction. The streets included in this project generally fall within a local designation and are predominantly fronted by residential land use. The street segments are listed below:

- Pine Street, from Meridian Avenue to Huntington Drive
- Maple Street, from Fremont Avenue to Primrose Avenue
- Maple Street, from Meridian Avenue to Huntington Drive
- Mill Road, from Garfield Avenue to easterly limits
- Oneonta Knoll Street, from Fremont Avenue to Primrose Avenue
- Milan Avenue, from Edgewood Drive to Oak Street
- Edgewood Drive, from Milan Avenue to Wayne Avenue
- Mission Street, from Pasadena Avenue to Arroyo Drive
  - Intersection of Mission Street and Arroyo Drive (Alternative)
- Glendon Way, from Monterey Road to Lyndon Street
- Arroyo Verde Road, from Monterey Road to Arroyo Verde Road

The City intends to make improvements to the existing water system infrastructure, supporting improved function and reducing or eliminating existing maintenance concerns. Upgrading and repairing the City's water facilities in conjunction with the pavement improvements will help support extending the pavement surface longevity by reducing near term pavement cuts to the revitalized surface.

Design Considerations

The Consultant shall address the following items as part of the project design:

1. Alternative pavement repair strategies: The Consultant shall evaluate, consider, and recommend appropriate and cost-effective alternative street repair methods such as cold in-place recycled asphalt, use of geotextile paving fabrics (i.e. Petromat), etc. as a part of the pavement design. The Consultant shall include cost effective design considerations for replacement of the PCC pavement at Segment 09.

2. Green Streets design: The City desires to incorporate Green Streets design as a part of the projects whenever financially feasible and practicable. Green Streets are defined as public right-of-way treatments that incorporate infiltration, biofiltration, and/or storage that use best management practices (BMPs) to collect, retain, or detain stormwater runoff on site. The design engineer shall evaluate, recommend and incorporate Green Streets treatments that may be applicable to the street improvement design.

3. ADA: The Consultant shall evaluate, consider, and address all existing ADA deficiencies which must be addressed in accordance with ADA regulations for reconstruction projects.

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All handicap ramps shall be designed showing existing and proposed grades to verify ADA slope compliance.

4. Trench Backfill: The consultant shall evaluate soil report and provide a recommendation for backfill material for utility trench excavation.

Scope of Work/Tasks

1. Design Services

The Consultant shall perform the following tasks:

A. Topographical survey of each project site, inclusive of all intersections beyond BCR/ECR. Cross section elevations to be taken no more than 50' apart. Topographic survey shall also note any locations of sags, uplifts, depressions, deficiencies and other unusual conditions which should be addressed as part of the improvement project. The survey shall also locate all locations of damaged sidewalks, damaged curb and gutters, existing roof drains, tree locations, red curb locations, house numbers, utility covers, manholes, etc.

B. Utility research of all existing infrastructure including franchise utilities. Consultant shall submit verification of utility company review of design plans and/or verification of utility research.

C. Research of as-built/record drawings, benchmarks, centerline ties.

D. Pothole existing pavement sections and subgrade to determine recommended pavement section and repair methodologies. Pavement section shall be designed based on a 10 year life expectancy. Potholes shall also be taken to verify compaction of soil conditions for utility trench excavation and backfill recommendations, and shall be taken no more than 250' apart.

E. Four project meetings with City Staff. The meetings shall be as follows: Kickoff meeting for overall coordination and establishing of general guidelines; Second meeting at the 50% level of completion of the drawings; Third meeting at the 80% level of completion of the drawings, specs, and estimate; Forth meeting at the 95% level of completion of the drawings, specs, and estimate.

F. Preparation of Construction Plans

   a. Cover sheet

   b. Street Improvement Plans. Plans shall show plan views, including topographic elevations, public right-of-way line, and house numbers.

   c. Typical Sections

   d. Construction Details

   e. Water Improvement Plans. Plans shall show both plan and profile views. Profile view shall show all existing utility crossings.

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f. Striping plans. Plans shall show striping, painted curb length, and placement of traffic signs

G. Preparation of Project Technical Specifications in conformance to the latest editions of the Standard Specifications for Public Works Construction (Greenbook), Standard Plans for Public Works Construction, State of California Department of Transportation (Caltrans) Standard Plans and Specifications, California Manual on Uniform Traffic Control Devices (CA MUTCD), American Water Works Association, and incorporating the City general conditions using City boilerplate

H. Preparation of Engineer's Estimate at 50%, 80%, 95%, and 100% level of complete drawings, specs, and engineer's estimate.

I. Public Outreach – Two (2) meetings with the Public Works Commission and/or affected residents and businesses

J. Construction Engineering Support Services (Estimated 80 hours; deletable item)

Deliverables

Consultant shall provide the following deliverables to the City:

A. 2 sets of hard copies of preliminary plans, specifications and cost estimate at 50%, 80%, and 95% level of completion along with electronic files.

B. Copy of utility research documents (as-built plans & request letters).

C. Report of potholing results

D. Final Drawings

- 1 Set of mylars stamped and signed by the Engineer of Record
- Electronic files in AutoCAD format.
- Copies of all plans in PDF format
- Copy of surveyor's digital control points.

E. Project Specifications plus electronic copy (Word and PDF) stamped and signed by the Engineer of Record

F. Engineer's Estimate plus electronic copy (Word and PDF)

2. Construction Management and Inspection Services

The Consultants are expected to be knowledgeable in the listed tasks. The Consultant shall clearly identify the number of proposed hours for inspection services, as well as, for construction management for each task.

1. Project Familiarity

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Consultant be familiar with the project site and construction areas. Consultant shall review project scope and become familiar with the following:

- Construction drawings showing details of the proposed method of construction.
- Phasing, scheduling and sequencing of operations to be performed during construction.
- Methods of pedestrian and vehicular traffic control in the project vicinity.
- Required project signage and notifications to the public.
- Methods of resolving conflicts in the plans and specifications.
- Methods of resolving delay construction.
- Methods of resolving contract change order.
- Methods of establishing and maintaining a positive working relationship with the Contractor.
- Methods of maintaining daily construction reports and project construction records.
- Coordinating construction with underground utility agencies.
- Reviewing soil reports, material testing, and construction material submittals.
- CalRecycle Grant procedures and manage requirements of the Rubberized Pavement Grant Program, if applicable.
- Water, sewer, storm drain pipeline construction methods and testing, if applicable.
- Traffic signal, street lights, and other electric underground construction methods and standards, if applicable.
- Various non-city grant funding (e.g. Federal, State, Metro) and auditing/compliance requirements, if applicable.

2. Preconstruction Meeting

   Consultant shall prepare meeting agenda and conduct a preconstruction meeting with the construction Contractor, the City, affected utility companies and other critical participants of the project.

   Consultant shall invite all affected utility companies and other critical participants of the project to the preconstruction meeting.

   Consultant shall develop detailed meeting minutes and promptly distribute to all in attendance.

3. Construction Management / Inspection

   The Consultant shall provide a California Registered Civil Engineer to serve as the Construction Manager. The Consultant shall provide contract administration as an agent of the City, and shall establish and implement coordination and communication procedures among the Engineer, City, and Contractor. The Consultant shall establish and implement

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procedures for reviewing and processing requests for information (RFIs) in a timely manner and interpretations of the contract documents, shop drawings, samples and submittals, change order proposals, payment applications, and other construction related communications. The Consultant shall track and monitor the review of product and material submittals to determine compliance with construction plans and specifications including the project schedule.

The Consultant shall record the progress of the project and maintain current records of all necessary contracts, insurance certificates, construction documents, permits, specifications and codes, project photographs, as-built drawings, samples and submittals, operation and maintenance manuals, material tickets, test results and other construction related documents. At the completion of the project, the Consultant shall deliver all documents and records to the City.

The Consultant shall have design capabilities in all related fields and provide design services for field redesigns subject to the availability of the Engineer, and perform other tasks as directed by the City.

CM shall be familiar with Contract Documents, Standard Specifications for Public Works Construction (Greenbook), Standard Plans for Public Works Construction, State of California Department of Transportation (Caltrans) Standard Plans and Specifications, California Manual of Uniform Traffic Control Devices, and American Water Works Association to ensure compliance with the construction contract. The Inspector / CM shall have adequate experience performing CM and inspection on projects of similar magnitude and scope.

The Consultant shall provide inspection services for the duration of the project to complete all work on time as specified in the contract documents. Consultant shall coordinate and monitor Contractor's operations with the utility companies, neighboring residents, businesses, and other affected parties.

The Consultant shall keep accurate, detailed daily inspection logs, which shall include progress of the work, labor and equipment utilized, track usage of the bid quantity items, log of inspector shift hours, problems encountered and direction given to the Contractor. Daily logs are to be submitted on a weekly basis.

The Consultant shall prepare weekly statement of working days and monthly construction reports or more frequently as required by the City that will include progress of work, major tasks accomplished, budget status, schedule overview, summary of change orders, logs of submittals and RFIs, progress as-built plans, project photographs, as well any specific requirements stipulated in the construction contract. Monthly construction reports shall be submitted with each consultant progress payment request. All submittals must be properly dated for purposes of administrative record.

4. Construction Progress Meetings

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The Consultant shall conduct construction progress meetings on an as-needed basis with the Contractor, City, and other project participants. The Consultant shall prepare agendas, record, transcribe and distribute meeting minutes in a timely manner to all parties.

5. Public Relations

   The Consultant shall coordinate distribution of imminent construction notices by the Contractor to all neighboring residents and businesses. The Consultant shall respond to all citizen concerns and complaints in an expeditious manner. The Consultant shall maintain a log of all such citizen concerns and complaints.

6. Change Order Preparation, Negotiation and Processing

   The Consultant shall establish, implement and coordinate systems for timely processing all contract change orders, prepare an independent cost estimate for all contract change orders, and negotiate all change orders with the Contractor. The Consultant shall review the content of requests for changes to the contract time or price, assemble information concerning the request and endeavor to determine the cause and merit of the requests, the impact on the budget, schedule and project scope, and make recommendations to the City with respect to acceptance of the request and advise the City regarding the ramifications of the request prior to commencement of any extra work. The Consultant shall render written decisions and shall prepare the change order documents on standard City format for execution. All changes to the agreement between the City and Contractor shall be only by change orders executed by the City and Contractor.

7. Quality Review

   The Consultant shall establish and implement a program to monitor the quality of the construction. The purpose of the program shall be to guard the City against defects and deficiency in the work of the Contractor. The Consultant shall reject work and transmit to the City and Contractor a notice of noncompliance when it is the opinion of the Consultant that the work does not conform to the requirements of the contract documents. The Consultant may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or contract time and which are consistent with the overall intent of the contract documents. Except for such minor variations as stated herein, the Consultant is not authorized as a part of their services to change, revoke, alter, enlarge, relax or release any requirements of the contract documents or to approve or accept any portion of the work not performed in accordance with the contract documents. Any minor variations authorized by the Consultant shall be duly recorded in written logs, and included in the record drawings prepared by the Consultant.

8. Progress Payments

   The Consultant shall review the payment applications submitted by the Contractor and determine whether the amount requested reflects the actual progress of the Contractor's work. The Consultant shall verify all quantities of work with the Contractor and shall make

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appropriate adjustments to each payment application. The Consultant shall prepare and forward to the City a progress payment report along with the latest construction schedule, as well as record drawing and photos depicting work completed. The report shall state the total contract price, payments to date, current payment request, current balance amount, retention and actual amounts owed for the current period in a City approved format. The Contractor's payment request must be submitted with the latest construction schedule.

9. Record Drawings and Documents

The Consultant shall coordinate efforts between the Contractor and the City such that a reproducible set of drawings is maintained, on which all design changes and field adjustments are made in ink by the Contractor to reflect construction conditions recorded and observed. The Consultant shall review drawings for completeness and discuss them with the City. The Consultant shall maintain a set of the contract documents with up-to-date information regarding all addendum, substitutions, clarifications and corrections, and change orders. The Consultant shall deliver as-built plans to the City.

10. Construction Schedule

The Consultant shall review and monitor the Contractor's construction schedule and shall verify that the schedule is prepared in accordance with the requirements of the project. The Consultant shall monitor the schedule on a weekly basis for accuracy and consult with Contractor to ensure compliance with the established milestones and accomplishments. The Consultant shall responsible to submit the latest construction schedule with the contractor's payment request in a timely manner.

11. Testing Services

The Consultant shall coordinate with the contracted testing firm provided by the City and monitor all testing services to perform field and laboratory testing during construction, including review of test results. The Consultant shall maintain a log of all test reports, including the type of testing performed, location, result and action taken. The Consultant shall coordinate with the Contractor to perform retesting on any failing tests. The Consultant shall coordinate delivery of all testing results to the City. The Consultant shall prepare and forward to the City a progress payment report along with test results and accurate detailed inspection logs.

12. Safety Program

The Consultant shall review the Contractor's safety program to ensure compliance with all OSHA, local, state and federal requirements. The Consultant shall not be responsible for the Contractor's implementation of the safety program, or for monitoring compliance to such safety program. The Consultant shall notify the Contractor of safety programs and shall direct the Contractor to suspend work if imminent hazard is not immediately remedied or if a dangerous condition persists.

The Consultant shall investigate all accidents and gather all information relating to any accidents and conduct investigations if deemed necessary. The Consultant shall prepare

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accident reports.

13. Storm Water Pollution Prevention Plan

    The Consultant shall review, monitor, and ensure the Contractor's environmental compliance with NPDES/Best Management Practices (BMPs) to prevent Storm Water Pollution from construction related activities and verify the Contractor's compliance with all local, State and Federal requirements.

14. Traffic and Pedestrian Control; Public Safety

    The Consultant shall review and monitor all traffic control and public safety plans for compliance with all applicable safety laws and regulations. The Consultant shall review on a daily basis all detours, lane closures, temporary access, delineation, and traffic control set-ups and report any deficiencies to the Contractor for immediate correction prior to the commencement of work for the day. The Consultant shall ensure that Police, Fire, Sanitation, Parks, and any other affected City agencies are notified of any potential construction impacts.

15. Project Close-out

    The Consultant shall advise the City in determining when the project is substantially complete. The Consultant shall coordinate a final walk through with the City, Contractor, Engineer, and other project personnel and develop a punch list of incomplete or deficient work which does not conform to the contract documents. Additionally, the Consultant shall make recommendations to the City regarding final project approval and acceptance, and shall submit to the City a Notice of Completion signed by the Contractor. The Consultant shall make recommendations to the City regarding the final progress payment request and shall assist the City during the project warranty period if corrective work is required. The Consultant shall prepare all documentation needed for project close-out and deliver all project documentation to the City.

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Exhibit B

Approved Fee Schedule

	Project Manager $130/hr	Project Engineer $115/hr	Engineering Assistant $75/hr	Public Works Inspector $105/hr	Sub-consultant	Total Fee
FY19-20 Street Improvement Project- Design Services Task 1						
a) - Meetings	32					$4,160
b) - Utility Coordination	4	8	16		$ 500	$3,140
c) - Design Topographic Survey (Kelsoe)					$ 26,220	$26,220
d) - Geotechnical Investigation & Pavement Design Rec. (Converse Consultants)	4				$ 11,450	$11,970
e) - Street, Striping and Water Improvement Plans	50	310	60			$46,650
f) - Preparation of Technical Specifications - Street	15	25				$4,825
g) - Engineering Estimate	2	6	4			$1,250
Sub Total	***107***	***349***	***80***	***-***	***$ 38,170***	***$98,215***
Additive Alternative Design Services Mission St and Arroyo Drive Task 2						
a) - Design Topographic Survey (Kelsoe)					$ 1,955	$1,955
b) - Street and Striping Improvement Plans	6	20				$3,080
c) - Engineering Estimate	1	2				$360
Sub Total	***7***	***22***	***-***	***-***	***$ 1,955***	***$5,395***
Construction Engineering Support Task 3						
h) - Construction Support (Deletable Item)	10	70				$9,350
Sub Total	***10***	***70***		***-***		***$9,350***
Construction Management						
a) Construction Management and Inspection Services	20	160		530		$76,650
Sub Total	20	160		530		***$76,650***
Project Total Hours	**137**	**579**	**80**	**530**		
Base Fee	$ 17,810	$ 66,585	$ 6,000	$ 55,650	$ 38,170	
						$184,215.00

Construction Management Notes and Assumptions:
Construction Inspection and Management hours proposed is based on a construction contract duration of 90 working days. During construction, the average per day construction management time is proposed at two hours per work day for the full project duration. Inspection is proposed as six hours per day average during water improvements (45 working days), five hours per day for concrete repair (18 working days), six hours per day for local pavement repair and cold milling work (24 working days) and eight hours per day during pavement finish course work (3 working days). The average inspection per working day for the full 90 working days assumed is about 6 hrs, however full time inspection is anticipated to occur during each stage of the improvemnts as required to ensure safety and compliance with the contract documents.

City Council Agenda Report

ITEM NO. 19

DATE: August 20, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Reyna Salazar, Senior Management Analyst/Administrative Supervisor

SUBJECT: **CONSIDERATION OF APPROVAL TO RATIFY THE FIRST AMENDMENT TO THE AGREEMENT WITH ACCO ENGINEERED SYSTEM, INC. AND APPROVAL OF SECOND AMENDMENT TO AGREEMENT WITH ACCO ENGINEERED SYSTEM, INC FOR SERVICES RENDERED IN FY 2024-25, AND CONSIDERATION OF APPROVAL OF PROPOSED MAINTENANCE AGREEMENT WITH ACCO ENGINEERED SYSTEM, INC., FOR FY 2025-26 SERVICES**

Recommendation

It is recommended that the City Council consider:

1. Ratifying the First Amendment with ACCO Engineered Systems, Inc., for all Emergency Work expenditures to bring entire contract amount for Fiscal Year (FY) to $170,536.72; and
2. Approve the Second Amendment to close out the agreement for FY 2024-2025 and amend the compensation to align with the actual expenditures and to revise the date back to June 30, 2025; and
3. Approve the proposed FY 2025-26 Maintenance Agreement with ACCO Engineered System, Inc in the total not-to-exceed amount of $150,000 and find that its approval is in the best interest of the City.

Executive Summary

The City of South Pasadena's Public Works Department is responsible for maintaining City Facilities, including heating, ventilation, and air conditioning (HVAC) system maintenance and repair. This item seeks ratification of the First Amendment (which was approved under emergency circumstances), as well as approval of the Second Amendment to close out FY 2024-25 Maintenance Agreement for FY 2024-25 for a total of $170,536.72. Additionally, staff also seeks approval for entering into a new FY 2025-26 Maintenance agreement with ACCO Engineered System, Inc. for a one year not-to-exceed amount of $150,000.

Background

In Fiscal Year 2024-2025, ACCO was awarded a Maintenance Agreement for a not-to-exceed amount of $80,000. Subsequent maintenance needs generated additional invoices totaling $90,536.72, bringing the overall expenditure to $170,536.72. Due to the urgent services required at the time and to prevent disruption of services due to non payment, emergency work was approved and invoices processed with the approval of the First Amendment (Attachment No. 2) to the Maintenance Agreement, approved Administratively by City Manger and City Attorney with the condition that it would go to City Council to be ratified in the

following months. This was in line with the ordinance that was adopted by the City Council related to the City Manager's authority to approve agreements in emergency circumstances. That First Amendment included a total not-to-exceed amount of $215,000 and revised the termination date to December 31, 2025. The City, however, did not expend the entire amount provided for in the First Amendment, therefore the proposed Second Amendment seeks approval to close out Maintenance Agreement with ACCO for FY 2024-2025 at not-to-exceed amount of $170,536.72 (which is the amount for all work during Fiscal Year 2024-2025) and amend the termination date back to June 30, 2025. These revisions will close out the agreement for Fiscal Year 2024-2025. Moving forward, staff recommends entering into a new one year Maintenance Agreement with ACCO for Fiscal Year 2025-2026 at a not-to-exceed amount of $150,000. Staff has been satisfied with ACCO's work and for this year we are requesting that the City Council find that under our purchasing ordinance, approving this contract is in the best interest of the City.

Analysis

The proposed maintenance agreement with ACCO Engineered Systems encompasses a scope of services that includes routine maintenance and as-needed repairs for the City's 62 HVAC units and Water Cooling Tower Treatment maintenance and services. The agreement specifies the maintenance tasks, frequency, and location, with a projected annual cost of $150,000 for all equipment. Additionally, the agreement features negotiated rates for unplanned work lower than ACCO's standard billing rates, offering a cost-effective solution for emergency repairs.

ACCO's proven track record in maintaining the City's HVAC systems, their expertise with Pelican Wireless System products, and their proximity to the City have led staff to recommend ACCO as the sole provider for HVAC services through FY 2025-2026, in alignment with the City's purchasing policy. This recommendation is also supported by the fact that other service providers capable of supporting Pelican systems are not local and charge higher mobilization fees.

Furthermore, while ACCO will handle the primary maintenance work, the City staff retains the option to engage either in-house technicians or another local HVAC contractor for additional maintenance or repair tasks, ensuring the most cost-effective solution is utilized for each situation.

Fiscal Impact

There is no appropriation required for the First and Proposed Second Amendment, as sufficient funding was budgeted in FY 2024-25 in Account (No. 101-6010-6601-8120-000) :

The proposed Maintenance Agreement for FY 2025-2026, in the amount of $150,000, is included in the proposed FY 25-26 budget, in Account No. 101-6010-6601-8120-000. These funds are designated for HVAC system maintenance and repair, which is sufficient funding for the proposed one year maintenance agreement.

Public Notification

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:

Attachment No. 1 - Proposed FY 25-26 Agreement with ACCO
Attachment No. 2 - Proposed Second Amendment
Attachment No. 3 - First Amendment

MAINTENANCE AGREEMENT
Providing Payment of Prevailing Wages
(City of South Pasadena / *ACCO Engineered Systems, Inc.*)

1. IDENTIFICATION

This MAINTENANCE AGREEMENT ("Agreement") is entered into by and between the City of **South Pasadena, a California municipal corporation** ("City"), and **ACCO Engineered Systems, Inc.**, a corporation ("Contractor").

2. RECITALS

2.1. City has determined that it requires the following recurring maintenance services from a contractor: **heating, ventilation, and air conditioning (HVAC) repair services, and Water Tower Cooling maintenance.**

2.2. Contractor represents that it is fully qualified to perform such maintenance services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it is willing to accept responsibility for performing such maintenance services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

3.1. "Scope of Services": Such maintenance services as are set forth in the attached scope of work attached hereto as **Exhibit A** and incorporated herein by this reference.

3.2. "Agreement Administrator": The Agreement Administrator for this project is **Anteneh Tesfaye, Public Works Deputy Director**. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Contractor

3.3. "Cost of Services": see **Exhibit B**.

3.4. "Maximum Amount": The highest total compensation and costs payable to Contractor by City under this Agreement. The Maximum Amount under this Agreement is **One Hundred Fifty-Thousand Dollars ($150,000.00)**.

3.5. "Commencement Date": **July 1, 2025**.

3.6. "Termination Date": **June 30, 2026**.

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 15 ("Termination") below.

5. CONTRACTOR'S DUTIES

5.1. **Services**. Contractor 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, Contractor shall coordinate all contact with City through its Agreement Administrator.

5.3. **Budgetary Notification**. Contractor shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Contractor shall concurrently inform the Agreement Administrator, in writing, of Contractor'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.** Contractor shall obtain and maintain in force a City business license for the duration of this Agreement.

5.5. **Professional Standards.** Contractor shall perform all work to the highest standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor 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. **Appropriate Personnel.** Contractor 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 Contractor or under its supervision or by

subcontractor(s) of Contractor, and all personnel engaged in the work shall be qualified to perform such services. **Eric Berman** shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.

5.7. Prevailing Wages. This Agreement is subject to the prevailing wage law as more fully set forth in Section 8 (Labor Code), for all work performed under this Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Contractor acknowledges that prevailing wage determinations are available for work performed under this Agreement.

5.8. Permits and Approvals. Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary, if any, for Contractor's performance of this Agreement including, but not limited to, professional licenses and permits.

5.9. Notification of Organizational Changes. Contractor shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Contractor's firm or of any subcontractor. Change of ownership or control of Contractor's firm may require an amendment to this Agreement.

5.10. Records. Contractor 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 Contractor 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 AND ASSIGNMENT

6.1. General Prohibition On Assignment. This Agreement covers services of a specific and unique nature. Except as otherwise provided herein, Contractor shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

6.2. Contractor Responsible. Contractor shall be responsible to City for all services to be performed under this Agreement.

6.3. Subcontracting. Contractor shall not subcontract any portion of the performance contemplated and provided for herein unless (1) such subcontracting is specifically described in the proposal attached hereto or (2) the City provides prior written approval. In any event, Contractor shall supervise all work subcontracted by Contractor in performing the services described in the Scope of Services and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work shall not relieve Contractor from any of its obligations under this Agreement with respect to the services described in the Scope of Services. Contractor is obligated to ensure that any and all subcontractors performing any services under this Agreement shall be fully insured in all respects and to the same extent as set forth under Section 13 (Insurance), to City's satisfaction.

6.4. Compensation for Subcontractors. Contractor 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 Contractor for the services provided under this Agreement, and Contractor agrees to accept payment, the Maximum Amount in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Contractor shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

7.2. Invoices. Contractor 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. Contractor shall include a copy of each subcontractor invoice, if any, for which reimbursement is sought in the invoice.

7.3. Taxes. City shall not withhold applicable taxes or other payroll deductions from payments made to Contractor except as otherwise required by law. Contractor 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 Contractor.

8. LABOR CODE

8.1. **Prevailing Wage Law.** Prevailing Wage Law. This Agreement is subject to the requirements of the prevailing wage laws, including, but not limited to, Labor Code Section 1720 et seq., and Labor Code Section 1770 et seq., as well as Code of Regulations, Title 8, Section 16000 et seq., which require payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Contractor shall defend, indemnify, and hold harmless City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Contractor to comply with such prevailing wage laws.

8.2. **Payment of Prevailing Wages.** Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification.

8.3. **Forfeiture.** Contractor shall forfeit as a penalty to City Two Hundred Dollars ($200.00), or any greater penalty provided in the Labor Code, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under this Agreement employed in the performance of the Scope of Services by Contractor or by any subcontractor of Contractor in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

8.4. **Apprentices.** Contractor shall comply with the provisions of Labor Code 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code 1777.5.

8.5. **Payroll Records.** Pursuant to Labor Code 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code 1811 and Labor Code 1815 for any work performed by his or her employees on the public works project. The payroll records shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code 1776.

8.6. **8-Hour Work Day.** This Agreement is subject to 8-hour work day and wage and hour penalty laws, including, but not limited to, Labor Code 1810 and Labor Code 1813. Contractor and any subcontractor(s) of Contractor shall strictly adhere to the provisions

of the Labor Code regarding 8-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Pursuant to the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Contractor's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City $25.00, or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

8.7. Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code 1771 and Labor Code 1725.5 requiring registration with the Department of Industrial Relations (DIR).

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Contractor 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. Contractor 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 Contractor.

10. RELATIONSHIP OF PARTIES

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

10.2. No Agent Authority. Contractor 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 Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor 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 Contractor or its employees look to the City as an employer. Contractor shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such a determination. Contractor 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 Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor 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, "Contractor" shall include Contractor, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Contractor or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.

11.2. Contractor to Indemnify City. To the fullest extent permitted by law, Contractor 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 Contractor's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Contractor 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. Contractor 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. Contractor 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. Waiver of Statutory Immunity. The obligations of Contractor under this Section 12 are not limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City.

11.6. Indemnification by Subcontractors. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 12 from each

and every subcontractor or any other person or entity involved in the performance of this Agreement on Contractor's behalf.

11.7. Insurance Not a Substitute. City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Contractor'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. Contractor shall maintain insurance as described in this section and shall require all of its subcontractors, Contractors, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Contractor. 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 Contractor's obligation to provide them. Contractor 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: **heating, ventilation, and air conditioning (HVAC) maintenance and repair services**.
- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- City reserves the right to obtain a full certified copy of any required 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. Contractor 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 Contractor 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. 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 Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

12.8. Additional Insured Endorsements. The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Contractor's insurance policies shall be primary as respects any claims related to or as the result of the Contractor's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or Contractors 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 Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

12.9. Failure to Maintain Coverage. In the event any policy is canceled prior to the completion of the project and the Contractor 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 Contractor under this Agreement. Failure of the Contractor 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.

12.10. Insurance 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. Contractor shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Contractor 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: Risk Management, 1414 Mission Street, South Pasadena, CA 91030**.

12.11. Contractor's Insurance Primary. The insurance provided by Contractor, 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 Contractor's insurance and shall not contribute with it.

12.12. Waiver of Subrogation. Contractor hereby waives all rights of subrogation against the City. Contractor shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.

12.13. Report of Claims to City. Contractor shall report to the City, in addition to the Contractor's insurer, any and all insurance claims submitted to Contractor's insurer in connection with the services under this Agreement.

12.14. Premium Payments and Deductibles. Contractor must disclose all deductables and self-insured retention amounts to the City. The City may require the Contractor 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. Contractor shall be responsible for all premiums and deductibles in all of Contractor's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

12.15. Duty to Defend and Indemnify. Contractor'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 Contractor with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Contractor's services under this Agreement.

13.2. Contractor Cooperation in Defense of Claims. If any claim or action is brought against City relating to Contractor's performance in connection with this Agreement, Contractor 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 Contractor'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:

Anteneh Tesfaye, Public Works Deputy Director
City of South Pasadena
Public Works Department
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7378
Facsimile: (626) 403-7241

If to Contractor:

Eric Berman, Project Manager
ACCO Engineered Systems, Inc.
265 McCormick Avenue
Costa Mesa, CA 92626
Telephone: (714) 453-7013

With courtesy copy to:

Roxanne Diaz, Esq.
South Pasadena City Attorney
Richards Watson Gershon
350 South Grand Avenue, 37th Floor
Los Angeles, CA 90071
Telephone: (213)-626-8484
Facsimile: (213)-626-0078

Invoices shall be submitted electronically to PWAP@southpasadenaca.gov

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.10 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), paragraph 12.7 (Claims-Made Policies), paragraph 13.2 (Contractor 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 Contractor. Contractor 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. Contractor Termination. Contractor may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.

16.3. Compensation Following Termination. Upon termination, Contractor shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor 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 Contractor'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 Contractor 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 Contractor.

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 Contractor for performance of this Agreement are deemed confidential and Contractor 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. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor 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. Contractor 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 Contractor.

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. Contractor 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. Contractor 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 Contractor unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Contractor 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. Contractor shall not be liable for any failure to perform if Contractor 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 Contractor.

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, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.

18.12. Venue. The venue for any litigation shall be Los Angeles County, California and Contractor 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	"Contractor" ACCO Engineered Systems
By:_____ *Signature*	By:_____ *Signature*
Printed:_____	Printed:_____
Title:_____	Title:_____
Date:_____	Date:_____

Attest:

By:_____
Mark Perez, Acting Deputy City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

WORKER'S COMPENSATION INSURANCE ACKNOWLEDGEMENT

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

Date:_____ _____

Signature

_____

Printed Name

_____

Title

EXHIBIT A: SCOPE OF SERVICES

Service Calls to Be Placed Through Dispatch:

- Calling 1-800-998-2226
- Normal working hours (6am-4pm) response time 1-2 hours
- After hours response time 1-4 hours
- Emailing accodispatch@accoes.com and copying ACCO Project Manager (most efficient method)
- Include information on what the issue is, where the issue is, who to check in with on site, and if 'Unplanned As-Needed Scope of Work' is approved and to what extent.

Planned Routine Scope of Work (Monthly & Quarterly)

- Record and report abnormal conditions, measurements taken, etc.
- Review ACCO logs with customer for operational problems and trends.
- Automatically email work tickets after each site visit.
- Write up any recommended repairs and present to customer.
- Work shall be performed during the regular working hours of 6:00 AM to 4:30 PM, Monday through Friday, except Holidays. If, for any reason, the Customer requests that work be performed beyond regular working hours, City of South Pasadena agrees to pay only the difference between regular and overtime labor at ACCO standard billing rates.
- Regular working hours response time 1-2 hours (after hours response time 1-4 hours).
- **Rooftop Package Unit (Quarterly)**
    - Remove and replace return air filters.
    - Check evaporator coil temperature differential.
    - Check for excessive noise and vibration.
    - Lubricate motor and fan shaft bearings (as needed).
    - Visual check for refrigerant leaks.
    - Verify compressor operation.
    - Visually inspect electrical connections.
    - Inspect variable frequency drive (VFD) for proper operation (if applicable).
    - Check economizer setpoints and operation.
    - Check operating temperature and pressure controls.
    - Check fan(s) operation.
    - Dispense condensate pan tab(s) as appropriate
    - Check condensate P-Trap and purge (as needed).
    - Check condition and cleanliness of condensate pan(s).
    - Inspect condenser coils and clean annually.

- Ensure all access panels are properly secured and all screws are re-installed.

- **Heat Pump (Quarterly)**
  - Remove and replace return air filters.
  - Check for excessive noise and vibration.
  - Check refrigerant sight glass (if applicable).
  - Visual check for refrigerant leaks.
  - Visual check for water leaks. (if water cooled)
  - Check heat exchanger temperature differential (if water cooled).
  - Check operating temperature and pressure controls.
  - Check compressor operation.
  - Verify economizer setpoints and operation (if applicable).
  - Visually inspect electrical connections.
  - Check condenser fans.
  - Inspect reversing valve for operation.
  - Inspect condenser coil.
  - Check operation of condensate pump (if applicable).
  - Dispense condensate pan tab(s) as appropriate.
  - Inspect condenser coils and clean annually.
  - Ensure all access panels are properly secured and all screws are re-installed.
- **Boiler (Quarterly)**
  - Check burner flame.
  - Inspect recirculating pump (if applicable).
  - Inspect flue gas passageways.
  - Inspect gauges and thermometers.
  - Visually inspect firewall (as applicable).
  - Verify proper pressures and temperatures.
  - Verify operation of combustion fans.
  - Verify proper setpoints.
  - Visually inspect electrical connections.
  - Check boiler safeties and verify operation and settings.
  - Ensure all access panels are properly secured and all screws are re-installed.
- **Boiler (Annually)**
  - Lock out / tag out.
  - Check and tighten electrical connections.
  - Check safeties.
  - Check contactor(s) / relay(s).
  - Check flame safeguard.

- Visually inspect combustion chamber, draft diverter, and flue for soot accumulation.
- Check operating controls.
- Lift relief valve to ensure proper operation.
- Inspect expansion tank for proper air cushion.
- Inspect / adjust pressure reducing valve (PRV) as needed.
- Perform combustion analyzer routine. Attach report to work order.
- Replace hot surface igniter as per manufacturer's specification.
- Inspect and clean burners (as applicable).

- **Condensing Unit (Quarterly)**
  - Visual check for refrigerant leaks.
  - Check operating temperature and pressure controls.
  - Inspect variable frequency drive (VFD) for proper operation (if applicable).
  - Verify compressor operation.
  - Check condenser fans.
  - Inspect reversing valve for operation (if applicable).
  - Inspect condenser coils.
  - Clean condenser coils annually.
  - Ensure all access panels are properly secured and all screws are re-installed.
- **Cooling Tower (Quarterly)**
  - Inspect unit condition and check for excessive noise and vibration.
  - Inspect cold water basin spray nozzles.
  - Check air inlet louvers and combined inlet shields.
  - Check and adjust water basin level (as needed).
  - Check operation of make-up valve (adjust as needed)
  - Check belt condition (if applicable).
  - Adjust belt tension as required (if applicable).
  - Inspect variable frequency drive (VFD) for proper operation (if applicable).
  - Lubricate fan shaft bearings (as needed).
  - Inspect alternate drive systems (non-belt, if applicable)
  - Inspect fan assembly and ensure free rotation.
  - Inspect fan shafts for excessive rust and corrosion.
  - Check operating temperatures.
  - Check gear oil level (if applicable).
  - Ensure all access panels are properly secured and all screws are re-installed.
- **Cooling Tower (Annually)**
  - Lock out / tag out.
  - Check and tighten electrical connections.

- Drain sump and basin.
- Check make up water valve.
- Check temperature controller.
- Clean strainer.
- Check and clean spray nozzles as required.
- Check condition of eliminators.
- Check starter / variable frequency drive (VFD).

- **Exhaust Fan (Quarterly)**
  - Lubricate motor and fan as required.
  - Check fan operation.
  - Inspect unit condition.
  - Check for excessive noise and vibration.
  - Check pneumatic pressure and actuator operation (if applicable).
  - Check belt condition (if applicable).
  - Adjust belt tension (if applicable).
  - Visually inspect electrical connections.
  - Inspect variable frequency drive (VFD) for proper operation (if applicable).
  - Inspect vibration isolation (if applicable).
  - Dispense condensate pan tab(s) as appropriate.
  - Ensure all access panels are properly secured and all screws are re-installed.
- **Fan Coil (Quarterly)**
  - Remove and replace return air filters.
  - Check evaporator coil temperature differential.
  - Inspect unit condition.
  - Check for excessive noise and vibration.
  - Lubricate motor and fan shaft bearings (as needed).
  - Visual check for leaks.
  - Check operating temperature and pressure controls.
  - Check fan operation.
  - Inspect gas furnace section for wear and proper operation (if applicable).
  - Visually inspect electrical connections.
  - Dispense condensate pan tab(s) as appropriate.
  - Ensure all access panels are properly secured and all screws are re-installed.
- **Cooling Tower Water Treatment, 817 Mount Ave. (Monthly)**
  - Check operation of existing pumps and controllers.
  - Recalibrate controls and adjust pumps as needed.
  - Check chemical levels in drums and add as needed.
  - Check Biocide bromine tablets and add as needed.

- Open, flush & reset bleed off line.
- Check conductivity controller & clean sensor probe.
- Check feed rate of chemical pump.
- Check inhibitor levels.
- Check chemicals in the closed loop. Add chemical as needed.
- Visually inspect cooling tower for abnormalities.
- Provide written report on findings.

Unplanned As-Needed Scope of Work

- Unplanned As-Needed Scope of Work shall be authorized by the City Agreement Administrator or his/her equivalent before the Contractor proceeds.
- Service, repair, adjust, clean, or replace parts of any of the following: HEPA filters; air balancing; boiler tubes, duct work; cabinet interiors and exteriors; humidifier bulbs; drains; heating and cooling coils, unless specifically included in 'Planned Routine Scope of Work'; electrical service beyond the subject equipment disconnect; surfaces exposed to air and water as part of the system performance (such as sump pans, evaporative condenser tube bundles, tower and evaporative condenser distributors, panels, fans, shafts, etc.); recording instruments, gauges, and thermometers.
- Parts, replacement parts, emergency calls, and refrigerant associated with 'Unplanned As-Needed Scope of Work'.
- Testing, inspecting, calibrating, or adjusting of any pneumatic or electronic controls systems or components unless specifically included in 'Planned Routine Scope of Work'.
- Maintenance and/or repairs as needed and directed by City staff.

EXHIBIT B: COST OF SERVICES

Planned Routine Scope of Work (Annual or Quarterly)

Location	Quantity of Equipment	Price per Quarterly Visit	Extended Annual Price
City Hall	3	$640.00	$2,560.00
Council Chamber	3	$335.00	$1,340.00
Fire Department	4	$342.00	$1,368.00
Garfield Reservoir	1	$334.00	$1,336.00
Garfield Youth House	1	$222.00	$888.00
Grand Reservoir	1	$334.00	$1,336.00
Iron Works Museum	2	$268.00	$1,072.00
Library	7	$850.00	$3,400.00
Orange Grove Rec. Center	4	$478.00	$1,912.00
Police Department	15	$1,289.00	$5,156.00
PW Operations Yard	6	$748.00	$2,992.00
Senior Center	6	$766.00	$3,064.00
War Memorial	8	$807.00	$3,228.00
Wilson Reservoir	1	$183.00	$732.00
Total	**62**	**$7,596.00**	**$30,384.00**

Cooling Tower Water Treatment (Monthly)

Location	Quantity of Equipment	Price per Monthly Visit	Extended Annual Price
817 Mound Ave.	1	$435.00	$2,560.00
Total	**1**	**$435.00**	**$5,220.00**

Contract pricing assumes the equipment list is complete and accurate and all equipment is accessible for service. Equipment list accuracy will be verified upon first visit of locations. Deviations from equipment list may result in change of scope or price and will be brought to the attention of City of South Pasadena.

ACCO Billing Rates

Rate	Fee
Maintenance Technician – Standard Time (Regular Working Hours per Scope of Services)	$183.00 per hour
Maintenance Technician – Overtime	$274.50 per hour

SECOND AMENDMENT TO MAINTENANCE AGREEMENT

THIS AMENDMENT ("Amendment") is made on this 20the day of August, 2025, by and between the CITY OF SOUTH PASADENA ("CITY") and ACCO ENGINEERED SYSTEMS, INC. ("CONTRACTOR").

RECITALS

WHEREAS, on May 1, 2024, the City Council approved an Maintenance Agreement with ACCO Engineered Systems, Inc., to provide heating, ventilation, and air conditioning (HVAC) maintenance and repair services on an annual, quarterly, and as-needed basis; and

WHEREAS, the Maintenance Agreement with ACCO Engineered Systems, Inc., was approved for a Maximum Amount of $80,000 and with a Termination Date of June 30, 2025 ("Original Agreement"); and

WHEREAS, the City adopted a budget of $100,000 for maintenance and repair of heating, ventilation, and air conditioning (HVAC) systems in Fiscal Year 2024-2025,

WHEREAS, during the term of the Original Agreement, the City has experienced thirty-three service callouts for unplanned maintenance work at a cost of $37,776.51, which resulted in an additional twelve instances of maintenance requests at cost of $56,990.00, with a total unplanned as-needed maintenance component of $94,766.51; and

WHEREAS, on May 21, 2025, the City Council approved a mid-year budget appropriation adjustment to the Public Works building maintenance account of $90,000 for this additional maintenance and repair of heating, ventilation, and air conditioning (HVAC) systems, and $3,066 for HVAC expenses related to post-2025-windstorm maintenance, however an amendment was not processed to align the maximum compensation in the Original Agreement with the mid-year budget appropriation; and

WHEREAS, on June 5, 2025, the City processed the First Amendment to the Original Agreement, which was administratively approved due to emergency services needed at that time. The First Amendment increased the compensation by $135,000, which at the time included (i) $20,000, which should have been included in the Original Agreement to align with the budgeted amount for the fiscal year; (ii) $90,000 which was the mid-year budget appropriation approved by the City Council; and (iii) $25,000 for anticipated additional services. The new total not-to-exceed amount was $215,000. The First Amendment was necessary to pay the Contractor in order for the Contractor to provide the City with the emergency HVAC services because of the unanticipated heatwave In addition, the term of the Original Agreement was extended through

December 31, 2025. The Original Agreement and First Amendment shall be referred to collectively as "Agreement; and

WHEREAS, the parties desire to further amend the Agreement to adjust the maximum compensation to the amount paid for services through June 30, 2025 and amend the termination date back to the original date of June 30, 2025;

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

Section 1. PARAGRAPH 3.5 "Maximum Amount" is amended to read as follows: The total amount of compensation and costs payable to Consultant by the City under this Agreement is One Hundred Seventy Thousand, Five Hundred and Thirty-Six Dollars and Seventy-Two Cents ($170,536.72) .

Section 2. PARAGRAPH 3.7 "Termination Date" is amended to read: June 30, 2025, or when the work is satisfactory completed, whichever occurs first, or unless extended by a supplemental amendment.

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

"City" City of South Pasadena	"Contractor" ACCO Engineered Systems, Inc.
By:_____ *Signature*	By:_____ *Signature*
Printed:_____	Printed:_____
Title:_____	Title:_____
Date:_____	Date:_____

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

Attest:

By:_____
Mark Perez, Acting Chief City Clerk

Date:_____

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FIRST AMENDMENT TO MAINTENANCE AGREEMENT

THIS AMENDMENT ("Amendment") is made on this 22nd day of May, 2025, by and between the CITY OF SOUTH PASADENA ("CITY") and ACCO ENGINEERED SYSTEMS, INC. ("CONTRACTOR").

RECITALS

WHEREAS, on May 1, 2024, the City Council approved an Maintenance Agreement with ACCO Engineered Systems, Inc., to provide heating, ventilation, and air conditioning (HVAC) maintenance and repair services on an annual, quarterly, and as-needed basis; and

WHEREAS, the Maintenance Agreement with ACCO Engineered Systems, Inc., was approved for a Maximum Amount of $80,000 and with a Termination Date of June 30, 2025; and

WHEREAS, the City adopted a budget of $100,000 for maintenance and repair of heating, ventilation, and air conditioning (HVAC) systems in Fiscal Year 2024-2025,

WHEREAS, Exhibits A and B of the Maintenance Agreement with ACCO Engineered Systems, Inc., included an annual amount of $29,380 for planned routine work, with a remaining $50,620 budgeted for unplanned as-needed maintenance work; and

WHEREAS, in the contract period to date, the City has experienced thirty-three service callouts for unplanned maintenance work at a cost of $37,776.51, which resulted in an additional twelve instances of maintenance requests at cost of $56,990.00, with a total unplanned as-needed maintenance component of $94,766.51; and

WHEREAS, on May 21, 2025, the City Council approved a mid-year budget appropriation adjustment to the Public Works building maintenance account of $90,000 for this additional maintenance and repair of heating, ventilation, and air conditioning (HVAC) systems, and $3,066 for HVAC expenses related to post-2025-windstorm maintenance; and

WHEREAS, the City is proposing a budget of $150,000 for maintenance and repair of heating, ventilation, and air conditioning (HVAC) systems in Fiscal Year 2025-2026, where the start of Fiscal Year 2025-2026 is expected at the end of August 2025, whereas approximately $25,000 in services are expected to be utilized in the July 2025 and August 2025 months;

WHEREAS, the City and Contractor desire to extend the contract term to December 31, 2025 and increase the compensation in the agreement to address emergency maintenance needs arising from summer heat waves in the City;

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

1. PARAGRAPH 3.5 “Maximum Amount” is amended to read as follows: The total amount of compensation and costs payable to Consultant by the City under this Agreement is Two-Hundred and Fifteen Thousand Dollars ($215,000), which is comprised of Eighty Thousand ($80,000) for the original Scope of Services and One-Hundred-and-Thirty-Five Thousand ($135,000) for this amendment.

2. PARAGRAPH 3.7 “Termination Date” is amended to read: December 31, 2025, or when the work is satisfactory completed, whichever occurs first, or unless extended by a supplemental amendment.

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

“City”
City of South Pasadena

Signed by:
By:_____ Todd Hileman
5CF386AC460044B...
Signature

Printed: Todd Hileman

Title: City Manager

Date: 6/4/2025

“Contractor”
ACCO Engineered Systems, Inc.

By:_____
Signature
Digitally signed by Greg Guizado
Date: 2025.05.27 10:39:23-07'00'

Printed:_____

Title: Sales Manager

Date:_____

Approved as to form:

DocuSigned by:
By:_____ Roxanne Diaz
A7800E5CA8A241F...
Roxanne Diaz, City Attorney

Date: 6/4/2025

Attest (after ratification by the City Council):

Signed by:
By:_____ Hector Gomez
A80FCD97FD124D5...
Hector Gomez, Chief City Clerk

Date: 6/5/2025

City Council Agenda Report

ITEM NO. 20

DATE: August 20, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Nick Kimball, Assistant City Manager/ Chief Financial Officer
Alma Medina, Assistant to the City Manager

SUBJECT: **CONSIDERATION OF APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH RUBIN BROWN, LLP., FOR CONSULTANT SERVICES RELATED TO INFORMATION TECHNOLOGY, IN THE AMOUNT NOT TO EXCEED OFOF $128,800**

Recommendation

It is recommended that the City Council consider approving a Proposed Professional Services Agreement with Rubin Brown, LLP., for consultant services related to Information Technology (IT) Consultation Services, in the amount not to exceed of $128,800.

Executive Summary

The City's current Managed Services Provider (MSP) for Information Technology (IT) support has been in place since 2015 without a comprehensive evaluation or competitive bidding process, and its contract will expire on September 30, 2025. The City first contracted with Rubin Brown, LLP., (Rubin Brown) in May 2025 to conduct an operational review of the City's current Information Technology (IT) support services provider which provided the City actionable recommendation to optimize the agreement for future needs and identified gaps in service. Given the City's lack of in-house expertise in IT vendor evaluation, competitive procurement, and advanced cybersecurity management, staff recommends a new professional services agreement with Rubin Brown to engage in a new scope of services. The proposed agreement's scope will allow the firm to perform an updated cybersecurity assessment, oversee the remediation of critical vulnerabilities, and manage either the renewal process or an RFP for IT services include managing the selection process for a Managed Service Provider (MSP) and interim assistance through the transition period after procurement.

Background

The City of South Pasadena relies on information technology (IT) systems to manage essential operations, including public safety communications, financial transactions, utility billing, records management, and community engagement. These systems also store sensitive and confidential information, making them prime targets for cybersecurity threats.

In recent years, municipalities nationwide have faced increasing challenges from ransomware, phishing attacks, and system breaches, often resulting in significant service disruptions and financial costs. Recognizing these risks, the City has been working to strengthen its IT

infrastructure and security posture.

The City's current MSP has been providing IT support for a significant number of years. During that time, the arrangement has not undergone a comprehensive, independent analysis, nor has the contract been competitively bid in over ten years. The City's current IT support services provider's contract will expire on September 30, 2025, and because the City does not have the in-house expertise to conduct a comprehensive vendor evaluation or manage a competitive procurement process for such specialized services, Rubin Brown's assistance has been critical to help determine whether to move forward with a new agreement or initiate an RFP process for a new provider. The proposed agreement's scope of work includes managing this process from start to finish—developing requirements, preparing and issuing the RFP if needed, evaluating proposals, and making recommendations—ensuring the City follows a structured, transparent, and technically sound approach to securing its next IT services provider.

In May 2025, an agreement with Rubin Brown was executed, for a total amount of $18,400 to conduct an analysis on the City's current IT MSP. Through their initial agreement, Rubin Brown has already completed an initial analysis of the City's current MSP agreement, conducted an overview of IT operations to identify gaps in service delivery, and performed a role and effectiveness review to assess how well current resources are meeting the City's technology needs. These findings have helped define the scope of the next phase of work proposed in this agreement.

The City contracted with Rubin Brown LLP to provide the City with IT auditing services and have a proven track record of delivering high-quality, professional work. The firm also offers specialized IT advisory and cybersecurity services through a dedicated team of experts. The proposed agreement includes a path to:

- Conduct a comprehensive and updated cybersecurity assessment.
- Oversee the remediation of critical vulnerabilities, which were identified under the initial analysis conducted
- Facilitate a competitive procurement process for IT services to ensure the City secures an MSP that meets its current and future needs.
- Optionally, provide interim IT leadership during the MSP transition to maintain operational continuity and develop a strategic technology roadmap.

Approval of the proposed agreement will allow the City to address these long-standing needs efficiently, using a trusted partner familiar with the City's operations. The proposed agreement is for a total not to exceed of $128,800.

Analysis

The proposed agreement will directly address both immediate cybersecurity risks and the overdue need to evaluate and potentially replace the City's longstanding IT provider. With the current MSP contract expiring on September 30, 2025, the City must act quickly to either negotiate a new agreement or conduct a competitive procurement process to secure a replacement provider. Rubin Brown's expertise is essential to completing this process within the limited timeframe, ensuring a seamless transition and avoiding potential service disruptions.

Under the first contract, Rubin Brown reviewed the current MSP agreement, conducted

interviews with all departments, assessed the current state delivery of services and identified that there are gaps in delivery, roles and IT effectiveness overall. Now that Rubin Brown has completed its initial analysis, it is time to move forward with implementing their recommendations through the proposed scope of services proposed in this agreement. One of the recommendations that has been implemented is the creation of an Information Technology and Systems Manager, as approved by the City Council on July 16, 2025. This position will address a critical need in the City's overall technology plan and future direction and will work with Rubin Brown and manage the MSP for the City. The position will help coordinate all Departments with the MSP vendor and thus minimize the gaps in service delivery and effectiveness.

Rubin Brown's involvement brings significant value to the City in several ways:

- **Specialized Expertise** – Rubin Brown has a dedicated team of IT and cybersecurity professionals with deep knowledge of industry best practices, security frameworks, and procurement processes—expertise the City does not have in-house.
- **Independent and Objective Analysis** – As an outside consultant, Rubin Brown can provide an unbiased evaluation of the City's IT operations and vendor performance, ensuring decisions are based solely on what best serves the City's operational and financial interests.
- **Risk Reduction** – By identifying and prioritizing the remediation of cybersecurity vulnerabilities, Rubin Brown will help safeguard City data and critical systems against potential breaches or service disruptions.
- **Strategic Planning** – Rubin Brown's strategic IT roadmap will position the City for long-term stability, modernization, and cost-effectiveness in its technology investments.

Their proposed scope of work is designed to produce actionable results in three main phases:

1. **Cybersecurity Assessment and Remediation Management**
    - Rubin Brown will identify vulnerabilities through internal and external scans, using industry-recognized frameworks.
    - The engagement will result in a prioritized remediation roadmap, with ongoing oversight to ensure critical and high-priority issues are addressed promptly.
    - This work will immediately reduce the City's exposure to cyber threats while setting a foundation for ongoing security improvements.
2. **Managed Services Provider (MSP) Selection**
    - Because the current MSP has been in place for many years without formal evaluation, and the contract expiration date is rapidly approaching, there is a strong need for an open, competitive process to test the market, assess pricing and service quality, and ensure alignment with the City's operational goals.
    - Rubin Brown will manage the RFP process from start to finish, including developing technical requirements, creating evaluation criteria, coordinating vendor inquiries, and conducting due diligence on top vendors.
    - This ensures a well-documented, impartial selection process that positions the City to receive modern, cost-effective, and secure IT services before the current contract expires.

3. **Optional Interim IT Leadership Services**
    - During the MSP transition, Rubin Brown will provide up to 12 weeks of interim IT leadership, offering strategic oversight and defining the necessary staffing model for the City's technology function.
    - This includes developing job descriptions for up to three internal IT positions and creating a strategic technology roadmap that aligns with the City's service delivery goals and budget.

By contracting Rubin Brown for these expanded services, the City will not only address overdue cybersecurity and vendor evaluations but also gain specialized guidance, impartial advice, and a clear strategy for improving IT service delivery well into the future—all while meeting a critical deadline to ensure continuity of IT services without lapses in coverage or operational capacity.

Fiscal Impact
If approved, the proposed agreement will be funded through Account No. 101-3010-3032-8170-000 (IT-Professional Services), as sufficient funding has been budgeted in the proposed FY 2025-2026 budget.

Attachment:
Attachment No. 1 - Proposed Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of South Pasadena /RubinBrown LLP)

1. IDENTIFICATION

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

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: RubinBrown LLP

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, attached hereto.

3.2. "Agreement Administrator": The Agreement Administrator for this project is Nick Kimball, Assistant City Manager/ Chief Financial Officer. 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.

"Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is _____ ($128,800).

3.4. "Commencement Date": August 20, 2025

3.5. "Termination Date": Upon Completion of the 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. Rubin Brown, LLP., 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, such consent shall not be unreasonably withheld.

5.8. **Substitution of Personnel.** Those persons named in the proposal or Scope of Services are those persons who 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, such approval shall not be unreasonably withheld. 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 satisfy an indemnity obligation after adjudication of the claim 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 solely in the performance of this Agreement, and not constituting material developed by Consultant prior to 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 from Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant in the performance of 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.

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 **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.

11.6 **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.

11.7 **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: Information Technology Consultant Services
- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.

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 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. P**rofessional Liability Insurance or Errors & Omissions Coverage.** 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 three (3) 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 three (3) 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.** Consultant shall provide written notice within thirty days (30) of (1) termination of any of the required insurance. 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: Nick Kimball, Assistant City Manager/ Chief Financial Officer, South Pasadena, CA 91030.

12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.

12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.

12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

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

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

13. MUTUAL COOPERATION

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

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

14. NOTICES

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

If to City	If to Consultant
Todd Hileman	Bob Jirgal
City Manager	President
City of South Pasadena	
1414 Mission Street	
South Pasadena, CA 91030	

Telephone: (626) 403-7230

With courtesy copy to:

Roxanne Diaz
South Pasadena City Attorney
Richards, Watson & Gershon
350 S. Grand Avenue, 37th Floor
Los Angeles, CA 90071
Telephone: (213) 626-8484
Facsimile: (213) 626-0078

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 ten (10) 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 thirty (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 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 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 clause, 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. **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.

18.10. **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.

18.11. **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.

Dispute Resolution. Before instituting any legal or equitable claims arising out of or relating to this Agreement, the parties shall first attempt to resolve the dispute through mandatory mediation. The mediation shall be facilitated by a mediator mutually agreed upon by the parties. Each party shall bear its own costs and expenses related to the mediation, and the costs of the mediator shall be shared equally. This provision shall not apply to claims brought by third parties.

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

"City"
City of South Pasadena

By:_____
Signature

Printed: Todd Hileman

Title: City Manager

Date:_____

"Consultant"
RubinBrown LLP

By:_____
Signature

Printed: Bob Jirgal

Title: President

Date:_____

Attest:

By:_____
Mark Perez,
Acting Chief City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

RubinBrown
225 West Wacker Drive
Suite 1700
Chicago, IL 60606
T: 312.425.1099
E: info@rubinbrown.com
www.RubinBrown.com
CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS CONSULTANTS

August 1, 2025

Mr. Nick Kimball
Chief Financial Officer
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

Dear Nick:

We appreciate the opportunity to be of service to the City of South Pasadena ("South Pasadena", "Client" or "City"). This letter ("Letter") sets forth the services that RubinBrown LLP, ("RubinBrown") will provide to you. In order to better understand each party's obligations, the terms "we", "us" and "our" refer to RubinBrown and the terms "you", "your" and "management" refer to South Pasadena.

Project Objectives

The objective of this project to provide executive level, technology advisory services for the IT and cybersecurity operations of the City. We will provide consulting, project management, and strategic advisory services to meet the following objectives:

- Update the cybersecurity assessment and develop a prioritized roadmap with clear activities to stabilize the cybersecurity posture of the city and oversee the remediation of prioritized issues
- Partner with the City to select a Managed Services Provider (MSP) using a competitive procurement process
- Provide strategic IT support and collaborate with City Leaders to construct a city-aligned technology roadmap and to further define the necessary staffing requirements for the delivery of listed efforts

Project Approach

- Cybersecurity Assessment and Remediation Management

  Under the direction of City leadership, RubinBrown will perform a cybersecurity assessment to identify vulnerabilities; assess required activities to address the vulnerabilities and work with the current IT provider to address critical and high impact vulnerabilities to stabilize the current cybersecurity posture. Activities include:

  - Information Gathering
    - RubinBrown will work collaboratively with the City and its MSP to define and confirm the systems, networks, and assets that fall within the scope of the vulnerability and penetration testing activities
    - Our approach to information gathering and testing is grounded in industry-recognized standards and best practices, drawing from authoritative sources including:
      - NIST SP 800-115 (Technical Guide to Information Security Testing and Assessment)
      - Open Source Security Testing Methodology Manual (OSSTMM)
      - Open Web Application Security Project (OWASP)
      - Payment Card Industry Data Security Standard (PCI DSS)
      - Informed judgment and hands-on expertise from our experienced cybersecurity professionals
    - As part of this engagement, RubinBrown will conduct both internal and external vulnerability scans of the in-scope systems and environments. These activities will be carried out using industry-standard tools, technologies, and methodologies to ensure a thorough and reliable assessment

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        - RubinBrown provides all required scanning technologies and platforms as part of our service delivery
            - There will be no additional cost to the City for the use of these tools.
        - Evaluate identified vulnerabilities for impact and relative priority
    - Roadmap Development
        - Prepare a report and review findings with the City's designated representative and the MSP responsible for remediating the findings
        - Prioritize remediation in the context of selected security frameworks or other qualitative metrics
        - Define and distribute a clear roadmap for addressing the identified issues based on prioritization criteria
    - Technical Remediation Management
        - Manage the completion of remediation activities by the MSP based on the defined roadmap
        - Identify and mitigate risks to resolution of issues within the defined timeline with the MSP
        - Develop and distribute a report detailing the completion of remediation activities for the City's review
        - Escalate and facilitate any discussion with City and MSP leadership for risks to the timeline or execution of activities (as necessary)
        - Validate remediation through additional scanning and generate after-action reports detailing the results

- MSP Selection

  In close collaboration with the City and City Leaders, provide guidance and content to select a new Managed Services Provider (MSP).
    - **Preparation Activities**
        - Define Objectives and Scope
            - Ensure an understanding of the City's existing procurement process for project conformance
            - Define success criteria and measurement metrics, including but not limited to improved service quality, and cost reduction
            - Ensure stakeholder alignment on scope, including but not limited to infrastructure, end-user support, and cloud services
            - Create a preliminary schedule for the MSP process
        - Establish Project Governance Structure
            - Define the participants and respective roles, with a clear decision-making and escalation process, for the duration of the RFP project
        - Document Requirements
            - Define Service Level Expectations
            - Develop any appropriate detailed functional and technical requirements
            - Define respondent evaluation criteria, including but not limited to technical and financial components
    - **RFP Activities *(to commence upon hiring of City IT and Systems Administrator, expected November 2025)***
        - Create and distribute the RFP
            - Develop an RFP in conjunction with procurement that provides the relevant

project information and captures responder background, scope of services, pricing structure, and additional agreed upon evaluation criteria

- Coordinate vendor inquiries and discussions during the RFP process

- Vendor Selection
  - Evaluate and score submitted proposals against the evaluation criteria
  - Collaborate with the City and City leaders to define a short-list of potential vendors
  - Perform due diligence and reference checks on up to 2 short-listed vendors
  - Ensure the vendor terms on pricing, SLAs and liability are appropriately aligned with the City's expectations
  - Confirm transition plans between MSPs to ensure continuity of service (if necessary)
  - Present the results and recommendation to the City for review

- Interim IT Leadership Services

  In close collaboration with the City and City leaders, this engagement will provide interim IT leadership services for an initial period of 12 weeks. These services will provide oversight and guidance of existing IT operations with strategic guidance focused on defining appropriate staffing models and documenting appropriate near-and-mid-term IT projects for improved efficiency, security and cost-savings.
  - IT Leadership Staffing Support
    - Provide oversight, advice, and guidance for all IT activities
    - Define the necessary roles and responsibilities to be included on the City roster and supplied by the MSP to support ongoing technology needs
    - Develop job descriptions for up to 3 new internal positions to support the City's needs
  - Strategic Roadmap Development
    - Perform a supplemental, detailed evaluation of the IT ecosystem and develop a strategic roadmap to transform, modernize, and stabilize the environment in a manner consistent with the City's goals and resources

Project Deliverables

1. Cybersecurity Assessment Report
2. Cybersecurity Remediation Roadmap, Timeline and Management Reporting
3. MSP RFP, Supporting Materials, Vendor Scoring, and Recommendation
4. Job Descriptions for up to 3 defined IT Positions
5. Strategic Roadmap of IT Projects

Project Scope and Assumptions

1. RubinBrown will perform this work both remotely and on-site in the City of South Pasadena. In an effort to minimize expenses, expectations are for two on-site sessions for this engagement.
2. The City of South Pasadena will provide adequate space and internet connectivity for RubinBrown consultants.
3. City Management will allocate sufficient time and internal resources to participate, as required throughout the project.
4. Subsequent, potential cybersecurity projects such as Incident Response / Disaster Recovery planning and testing, Security Awareness Training, or remediation of Security Issues of priority 'Medium' or lower are beyond the scope of this engagement.

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5. The eight (8) week timeline on the cybersecurity assessment and remediation assumes that all issues of critical or high priority will be appropriately remediated by an MSP or alternative partner or that a new IT resource will be onboarded by the end of eight weeks. Support of any extended efforts will be addressed via change order or other mutually acceptable means of approval.
6. All communications with prospective vendors during the RFP process will be managed by a designated procurement or other designated City employee.
7. RubinBrown will provide recommendations pertaining to prospective MSP partners, but the decision will be made by the City of South Pasadena.
8. Interim IT Leadership services will not exceed sixteen (16) hours in each week. Support of any initiatives that require exceeding that threshold will be addressed via change order or other mutually acceptable means of approval.
9. Completing the Evaluation and Selection portion of the MSP Selection by the end of week 14 assumes the IT and Systems Administrator starts in November 2025.

Management Responsibilities

You are responsible for:

1. Making all management decisions and performing all management functions
2. Designating a qualified management-level individual to oversee the services we provide
3. Evaluating the adequacy and results of the services performed
4. Establishing and maintaining internal controls, including ongoing monitoring activities

You and your management team will be fully and solely responsible for applying independent business judgment with respect to the services and work product provided by us, to make implementation decisions, if any, and to determine further courses of action with respect to any matters addressed in any advice, recommendations, services, reports or other work product or deliverables to you. The parties hereby acknowledge that in performing its services, RubinBrown cannot act in the role of management or as your employee or be identified as such.

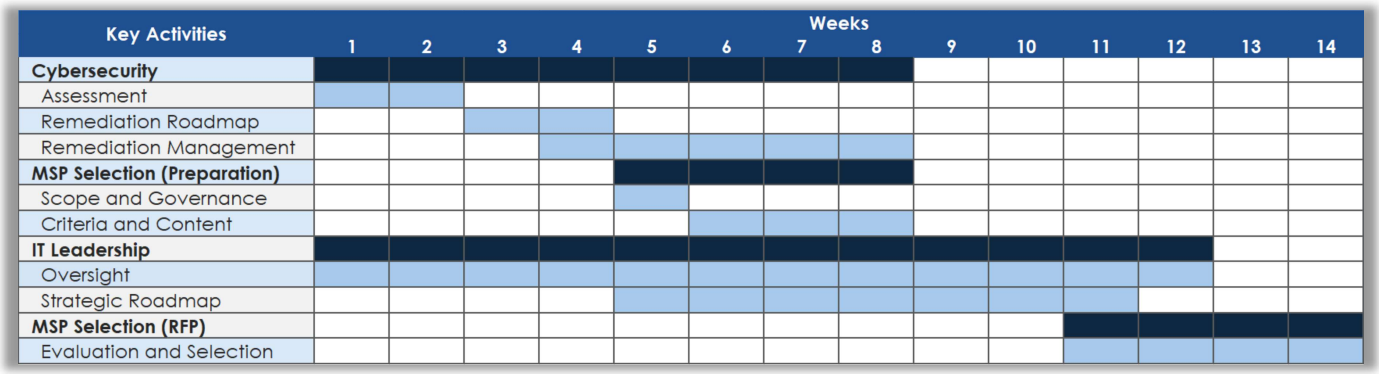
We understand that you will provide us with (1) access to relevant information and personnel, (2) additional information that we may reasonably request to complete our engagement and (3) access to persons with the organization from whom we reasonably determine it necessary to obtain information.

We are not responsible for electronically hosting, storing or maintaining any of your original financial or non-financial information (or sole copies). You are expected to retain all financial and non-financial information including, but not limited to, anything you upload to a portal and are responsible for downloading and retaining anything we upload to a portal or transmit to you in a different manner. Portals are only meant as a method of transferring data and are not intended for the storage of your information.

Project Timeline

This engagement is estimated to be fourteen (14) weeks in duration, with an assumed start date of August 25th, 2025, based on the following high-level breakdown of activities:

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Professional Fees

RubinBrown will invoice the City of South Pasadena monthly on a time and materials basis at our current hourly billing rates plus our out-of-pocket expenses and travel time incurred on your behalf. For the tasks and deliverables as outlined, we estimate our professional fees and project durations as follows. These estimates represent not-to-exceed amounts, and we will not exceed them without prior written approval.:

Service / Project	Duration	Estimated Fees
Cybersecurity Assessment & Remediation Management	8 Weeks	$39,360
MSP Selection (RFP Preparation)	4 Weeks	$32,844
Interim IT Leadership Services	12 Weeks	$31,200
MSP Selection (RFP Evaluation and Selection) *	4 Weeks	$25,396
Estimated Total for Core Services		$128,800

*Contingent upon approval to move forward from the City and the onboarding of a new IT employee with leadership responsibilities.

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Hourly Rates

Role	Rate/ Hour
Partner	$400
Director	$325
Manager	$250

City Council Agenda Report

ITEM NO. 21

DATE: August 20, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Alma Medina, Assistant to the City Manager

SUBJECT: **CONSIDERATION OF APPROVAL OF THE THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MNJ ADVISORS, INC. FOR TEMPORARY STAFFING SERVICES, IN THE AMOUNT OF $18,000 FOR A NEW TOTAL NOT-TO-EXCEED AMOUNT OF $153,000 AND TO EXTEND THE TERMINATION DATE THROUGH SEPTEMBER 1, 2025**

Recommendation

It is recommended that the City Council consider approving the proposed Third Amendment to the Professional Services Agreement with MNJ Advisors, Inc., to extend the agreement through September 1, 2025, and increase the compensation in the amount of $18,000 for continued temporary staffing services, for a new total not-to-exceed compensation amount of $153,000.

Executive Summary

The City has been utilizing the services of MNJ Advisors, Inc., due to the recent turnover of key staff positions. In order to provide a smooth transition to new staff and continuity of operations, it is requested that MNJ's principal, Josette Reina-Luken continue through September 1, 2025 and assist with the completion of the Fiscal Year end, accounting close and audit, and labor negotiations while staff continues to finalize next fiscal year's budget. The current agreement with MNJ Advisors is set to expire on August 15, 2025. This action is to extend the agreement and increase the contract amount by $18,000 for a new total not-to-exceed amount of $153,000.

Background

MNJ Advisors, Inc. has provided temporary staffing for the Management Services Department since March 3, 2025, with an emphasis on timely completion of the Fiscal Year 2024-25 mid-year budget review, Fiscal Year 2025-26 budget development, temporarily serving in the role of Management Services Director, and currently serving in the role of Human Resources and Risk Manager. Continued support would include working with the new Assistant City Manager/Chief Financial Officer to:

- Wrap up the Annual Comprehensive Financial Report (ACFR)
- Implement Payroll improvements
- Finalize Labor Negotiations

Analysis
The initial MNJ Advisors, Inc. contract had a term from March 3, 2025 through June 30, 2025, for a maximum amount of $30,000. On March 19, 2025, the First Amendment was approved to increase the contract amount to $55,000. On April 28, 2025, the Second Amendment was approved to increase the contract amount to $100,000. On June 18, 2025, the Third Amendment was approved to increase the contract amount to $135,000 and extend the term date through August 15, 2025. With the current temporary vacancy in the Human Resources and Risk Manager position, the Consultant has assisted in filling that role for the time being. An amendment is required for the continuation of services and will provide the ability for the City to make payment for such services.

The Consultant has been instrumental in getting the City to finalizing the Fiscal Year 2025-2026 budget and has now shifted focus to the Human Resources Division, where there is a temporary vacancy. Although the main priority right now are labor negotiations, important challenges remain in the Division—particularly in addressing ongoing payroll discrepancies and strengthening risk management practices—where the consultant's specialized knowledge and continued support will be critical to achieving lasting solutions.

Staff recommends the approval of the Fourth Amendment to increase the contract amount in the amount of $18,000 for a new total not to exceed the amount of $153,000 for continued services to tackle the priority areas listed above.

Fiscal Impact
The proposed amendment, if approved, will increase the contract total amount by $18,000, for a total contract not to exceed $135,000. As these costs will be incurred in the new fiscal year, the amendment amount of $18,000 will be funded from the Finance Department's Operating and Maintenance budget, Professional Service line item (101-3010-3011-8170-000).

Attachment:
Attachment No. 1 - Proposed Fourth Amendment
Attachment No. 2 - Third Amendment
Attachment No. 3 - Second Amendment
Attachment No. 4 - First Amendment
Attachment No. 5 - Professional Services Agreement

FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

THIS AMENDMENT ("Amendment") is made on this 20th day of August 2025, by and between the CITY OF SOUTH PASADENA ("CITY") and MNJ ADVISORS, INC. ("CONSULTANT').

RECITALS

WHEREAS, on February 26, 2025, the CITY and CONSULTANT entered into an Agreement for PROFESSIONAL SERVICES ("Agreement") for CONSULTANT to perform Interim Director of Management Services services for the City; and

WHEREAS, the original Agreement was in the amount of $30,000, for the Scope of Services; and

WHEREAS, on March 19, 2025, the CITY executed an Amendment to increase the total contract in an amount not to exceed $25,000, for a new aggregate total of Agreement and Amendment sum total of $55,000; and

WHEREAS, on April 28, 2025, the CITY executed an Amendment to increase the total contract in an amount not to exceed $45,000, for a new aggregate total of Agreement and Amendment sum total of $100,000; and

WHEREAS, on June 18, 2025, the CITY executed an Amendment to increase the total contract in an amount not to exceed $35,000, for a new aggregate total of Agreement and Amendment sum total of $135,000; and

WHEREAS, the CITY desires to execute an Amendment to increase the total contract in an amount not to exceed $18,000, for a new aggregate total of Agreement and Amendment sum total of $153,000 and extend the agreement term through September 1, 2025; and

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

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

   "Maximum Amount": The highest total compensation and cost payable to CONSULTANT by CITY under this agreement. The Maximum Amount

under this Agreement is One Hundred Fifty- Three Thousand Dollars ($153,000).

2. That Section 3.6 “Termination Date” of the Agreement is hereby amended to read as follows:
“Termination Date”: September 1, 2025

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

“City” City of South Pasadena	“Consultant” MNJ Advisors, Inc.
By:_____ *Signature*	By:_____ *Signature*
Printed: Todd Hileman	Printed: Josette Reina Luken
Title: City Manager	Title: Vice President
Date:_____	Date:_____

Attest:

By:_____
Mark Perez, Acting Chief City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne M. Diaz, City Attorney

Date:_____

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

THIS AMENDMENT ("Amendment") is made on this 18th day of June 2025, by and between the CITY OF SOUTH PASADENA ("CITY") and MNJ ADVISORS, INC. ("CONSULTANT').

RECITALS

WHEREAS, on February 26, 2025, the CITY and CONSULTANT entered into an Agreement for PROFESSIONAL SERVICES ("Agreement") for CONSULTANT to perform Interim Director of Management Services services for the City; and

WHEREAS, the original Agreement was in the amount of $30,000, for the Scope of Services; and

WHEREAS, on March 19, 2025, the CITY executed an Amendment to increase the total contract in an amount not to exceed $25,000, for a new aggregate total of Agreement and Amendment sum total of $55,000; and

WHEREAS, on April 28, 2025, the CITY executed an Amendment to increase the total contract in an amount not to exceed $45,000, for a new aggregate total of Agreement and Amendment sum total of $100,000; and

WHEREAS, the CITY desires to execute an Amendment to increase the total contract in an amount not to exceed $35,000, for a new aggregate total of Agreement and Amendment sum total of $135,000, and extend the agreement term through August 15, 2025; and

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

1. That Section 3.4 "Maximum Amount" of the Agreement is hereby amended to read as follows:
   "Maximum Amount": The highest total compensation and cost payable to CONSULTANT by CITY under this agreement. The Maximum Amount under this Agreement is One Hundred and Thirty-Five Thousand Dollars ($135,000).

2. That Section 3.6 "Termination Date" of the Agreement is hereby amended to read as follows:
   "Termination Date": August 15, 2025

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

"City"
City of South Pasadena

By: _____
Signature

Printed: Todd Hileman

Title: City Manager

Date: 6-23-25

"Consultant"
MNJ Advisors, Inc.

By: _____
Signature

Printed: Josette Reina Luken

Title: Vice President

Date: 06/18/25

Attest:

By: _____
Hector Gomez, Chief City Clerk

Date: 06/18/25

Approved as to form:

By: _____
Roxanne M. Diaz, City Attorney

Date: 06/18/25

Docusign Envelope ID: 5323CBEB-FC90-44CE-A01F-58E32F1A19B2

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

THIS AMENDMENT ("Amendment") is made on this 28th day of April 2025, by and between the CITY OF SOUTH PASADENA ("CITY") and MNJ ADVISORS, INC. ("CONSULTANT').

RECITALS

WHEREAS, on February 26, 2025, the CITY and CONSULTANT entered into an Agreement for PROFESSIONAL SERVICES ("Agreement") for CONSULTANT to perform Interim Director of Management Services services for the City; and

WHEREAS, the original Agreement was in the amount of $30,000, for the Scope of Services; and

WHEREAS, on March 19, 2025, the CITY executed an Amendment to increase the total contract in an amount not to exceed $25,000, for a new aggregate total of Agreement and Amendment sum total of $55,000; and

WHEREAS, the CITY desires to execute an Second Amendment to increase the total contract in an amount not to exceed $45,000, for a new aggregate total of Agreement and Amendments sum total of $100,000; and

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

1. That Section 3.4 "Maximum Amount" of the Agreement is hereby amended to read as follows:
   "Maximum Amount": The highest total compensation and cost payable to CONSULTANT by CITY under this agreement. The Maximum Amount under this Agreement is One Hundred Thousand Dollars ($100,000).

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

Docusign Envelope ID: 5323CBEB-FC90-44CE-A01F-58E32F1A19B2

"City"
City of South Pasadena

By: Signed by: Todd Hileman 5CF386AC460044B...
Signature

Printed: Todd Hileman

Title: City Manager

Date: 5/14/2025

"Consultant"
MNJ Advisors, Inc.

By: Signed by: 1F105C114A134A8...
Signature

Printed: Josette Reina Luken

Title: Vice President

Date: 5/1/2025

Attest:

By: Signed by: Hector Gomez 9C28A8A8EFB44A7...
Hector Gomez, Chief City Clerk

Date: 5/20/2025

Approved as to form:

By: DocuSigned by: Roxanne Diaz A7809E5CA8A241F...
Roxanne M. Diaz, City Attorney

Date: 5/14/2025

Docusign Envelope ID: 4E2EAD14-BE6D-4880-903A-95BC4D876F3B

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

THIS AMENDMENT ("Amendment") is made on this 19th day of March 2025, by and between the CITY OF SOUTH PASADENA ("CITY") and MNJ ADVISORS, INC. ("CONSULTANT').

RECITALS

WHEREAS, on February 26, 2025, the CITY and CONSULTANT entered into an Agreement for PROFESSIONAL SERVICES ("Agreement") for CONSULTANT to perform Interim Director of Management Services services for the City; and

WHEREAS, the original Agreement was in the amount of $30,000, for the Scope of Services; and

WHEREAS, the CITY desires to execute an Amendment to increase the total contract in an amount not to exceed $25,000. The aggregate total of Agreement and this Amendment is a sum total of $55,000; and

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

1. That Section 3.4 "Maximum Amount" of the Agreement is hereby amended to read as follows:
   "Maximum Amount": The highest total compensation and cost payable to CONSULTANT by CITY under this agreement. The Maximum Amount under this Agreement is Fifty-Five Thousand Dollars ($55,000).

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

Docusign Envelope ID: 4E2EAD14-BE6D-4880-903A-95BC4D876F3B

“City”
City of South Pasadena

By: Signed by: Sean Joyce 0D867796FCFE42A...
Signature

Printed: Sean Joyce

Title: Interim City Manager

Date: 3/26/2025

“Consultant”
MNJ Advisors, Inc.

By: Signed by: Josette Reina Luken 1F105C114A13448...
Signature

Printed: Josette Reina Luken

Title: Vice President

Date: 3/26/2025

Attest:

By: DocuSigned by: Mark Perez 8C20A8AB5EFB14A7...
Mark Perez, Deputy City Clerk

Date: 3/26/2025

Approved as to form:

By: DocuSigned by: Roxanne Diaz A7800E5CA8A241F...
Roxanne M. Diaz, City Attorney

Date: 3/26/2025

Docusign Envelope ID: B2575465-0155-4128-BF51-780083022DB0

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of South Pasadena / MNJ Advisors, 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 MNJ Advisors, Inc.("Consultant").

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: Interim Director of Management Services

2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. DEFINITIONS

3.1. "Scope of Services": See Exhibit A

3.2. "Agreement Administrator": The Agreement Administrator for this project is Sean Joyce, Interim City Manager. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant.

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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 Thirty Thousand Dollars ($30,000.00).

3.5. "Commencement Date": March 3, 2025

3.6. "Termination Date": June 30, 2025

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.

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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. Josette Reina-Luken 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

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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.

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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.

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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.

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: Interim Director of Management Services.
- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.

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- City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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

- Professional Liability Insurance: $1,000,000 per occurrence, $2,000,000 aggregate

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

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. If Consultant has no employees while performing services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

12.6. **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.

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12.7. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

12.8. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

12.9. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.

12.10. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Tina Lopez, Human Resources & Risk Manager, South Pasadena, CA 91030.

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12.11. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

12.12. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.

12.13. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.

12.14. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

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

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

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

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

If to City

Sean Joyce, Interim City Manager
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-****
Facsimile: (626) 403-7241

If to Consultant

Josette Reina-Luken
MNJ Advisors, Inc.
4112 Enchanted Circle
Roseville, CA 95747
Telephone: (916) 539-3510

With courtesy copy to:

Roxanne Diaz
South Pasadena City Attorney
Richards Watson Gershon
350 South Grand Ave., 37th Floor
Telephone: (213) 626-8484

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 fifteen (15) 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 fifteen (15) 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

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the benefit of such work as may have been completed up to the time of such termination.

16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.

17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations here from shall be effective and binding only if made in writing and executed on by City and Consultant.

17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.

17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

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

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

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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

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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.

SIGNATURES ON THE FOLLOWING PAGE

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"City"
City of South Pasadena

By: Signed by: Sean Joyce 0D867796FCFE42A...
Signature

Printed: Sean Joyce

Title: Interim City Manager

Date: 2/26/2025

"Consultant"
MNJ Advisors, Inc.

By: Josette Reina-Luken
Signature

Printed: Josette Reina-Luken

Title: Vice-President

Date: 02·26·2025

Attest:

By: Signed by: Alma Medina 115BF030396641E... Alma Medina for
Mark Perez
Deputy City Clerk

Date: 2/26/2025

Approved as to form:

By: DocuSigned by: Roxanne Diaz A7800E5CA8A241F...
Roxanne Diaz, City Attorney

Date: 2/26/2025

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Exhibit A

Scope of Services

Serve as and fulfill the duties of the Interim Management Services Director with emphasis on timely completion of the FY2024-25 mid-year budget update and FY2025-26 budget development.

Onsite services will be provided for the initial 2-3 weeks, and the remainder of services will be provided either onsite or remote. Remote work will be specifically set for March 17-26 and April 29th. Work hours may be adjusted to accommodate the budget; the City works on a 4/10 workweek schedule (Monday-Thursday, 10 hours per day). Consultant may work less than 40 hours per week depending on the workload.

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Exhibit B

Fee Schedule

Billable hourly rate of $150 per hour for offsite work and/or $200 per hour for onsite work (travel expenses included in the onsite rate).

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):
	E-MAIL ADDRESS: support@nextinsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State National Insurance Company, Inc.	12831
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Michael Luken
MNJ Advisors
6160 Rose Garden Ln
Roseville, CA 95747

COVERAGES **CERTIFICATE NUMBER:** 435683699 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	NXT9FV43WW-01-GL	01/02/2025	01/02/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000.00 $100,000.00 $15,000.00 $1,000,000.00 $2,000,000.00 $2,000,000.00 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability	X		NXT9FV43WW-01-GL	01/02/2025	01/02/2026	Each Occurrence: Aggregate:	$1,000,000.00 $2,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is The City of South Pasadena, its City Council, Commissions, officers, and employees. A Waiver of Subrogation applies in favor of this Certificate Holder on the following policies: General Liability. This Certificate Holder is an Additional Insured on the General Liability policy on a primary and non-contributory basis. NEXT will endeavor to provide this Certificate Holder with written notice of cancellation 30 days in advance for any of the following policies: General Liability. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

The City of South Pasadena, its City Council, Commissions, officers, and employees
1414 Mission St
South Pasadena, CA 91030

LIVE CERTIFICATE
Click or scan to view

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MNJ Advisors Inc.

February 25, 2025

Tina Lopez, Human Resources and Risk Manager
City of South Pasadena
1414 Mission St
South Pasadena, CA 91030

Subject – Auto Liability Coverage
City of South Pasadena

Dear Ms. Lopez :

Our firm, MNJ Advisors Inc., does not have any commercial vehicles. We only use our personal vehicles.

Sincerely,

Signed by:
9B6742D92D614F0...
Michael W. Luken
President/CEO

6160 ROSE GARDEN LANE, ROSEVILLE, CA. 95747-8046
T (916)997-2760

The certificate must include:

Additional Requirements:

Following Endorsements Required:

the City of South Pasadena

Signed by:
9B6742D92D614F0...

2/25/2025

Michael W. Luken President/CEO (916)997-2760

Contact Information

If any of the information shown below is a) missing or b) incorrect, please complete or correct it and return it along with your certificate.

City Council Agenda Report

ITEM NO. 22

DATE: August 20, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Greg Lloyd, Fire Chief
Anthony Porraz, Captain

SUBJECT: **CONSIDERATION OF APPROVING THE PURCHASE OF TWO ELECTRIC VEHICLES FOR CITY STAFF UTILIZING AB2766 AQMD FUNDING**

Recommendation

It is respectfully requested that the City Council consider:

1. Approving the purchase of two electric vehicles, one replacement vehicle for the Fire Department and one new vehicles for Community Services—using AB 2766 funds; and
2. Authorizing the City Manager to execute any necessary contracts or purchase orders with National Auto Fleet Group through the City's Sourcewell Contract #091521-NAF pursuant to Section 2.99-19(19) and the City's Purchasing Policy.

Executive Summary

In alignment with South Pasadena's commitment to sustainability and reducing greenhouse gas emissions, staff recommends approval to purchase three electric vehicles (EVs) to support the operational needs of the Fire Department, Community Services, and Community Development Department. The vehicles will be acquired through National Auto Fleet Group using the City's Sourcewell cooperative purchasing contract (091521-NAF), ensuring compliance with public procurement standards and competitive pricing. These vehicles are also included in the vehicle replacement program, as proposed in the FY 2025-2026 budget, and so no appropriation is being requested at this time.

One of the vehicles will replace a Fire Department unit that is no longer emissions compliant. The other vehicle is a new addition to the City fleet, acquired to eliminate the current reliance on personal vehicles by employees in the Community Services Department. Providing dedicated City vehicles will reduce liability, improve service delivery, and enhance the professional representation of the City. All vehicle purchases will be fully funded through the AB 2766 Subvention Fund.

Background

Assembly Bill 2766 (AB 2766), enacted in 1990, authorizes the collection of motor vehicle registration fees to fund local programs that reduce air pollution from motor vehicles. The South Coast Air Quality Management District (SCAQMD) administers these funds and allocates them to local jurisdictions through a subvention program. The balance of this account is currently $241,306.

South Pasadena has demonstrated leadership in fleet electrification, including its transition to an all-electric police fleet—the first of its kind in the nation. Supporting this project also included installation of EV chargers at City Hall and other city facilities. This previously created infrastructure allows the purchase of these electric vehicles with no supplemental appropriations from the general fund.

Analysis
The Fire Department and Community Services Departments have identified the need for reliable, low-emission vehicles to support essential support operations. The proposed vehicles to be replaced are part of the City's vehicle replacement program, as proposed in the FY 2025-2026 budget. These vehicles were identified as a need for their respective Department's operation.

- The Fire Department EV will replace an existing gasoline-powered vehicle that is no longer emissions compliant. The vehicle has a check engine light due to a failed hybrid battery for which there is no replacement. Due to the department's operational requirements, this vehicle will be an electric pickup truck, capable of transporting fire prevention equipment and supplies to various locations throughout the city. This vehicle will primarily be used for our fire prevention officer to perform inspections on various projects throughout the city.
- The Community Services EV will be a new addition to the City fleet, addressing the current reliance on employee-owned vehicles for City business. This department routinely conducts fieldwork—including park inspections, recreation equipment transport, and site visits—which require the ability to carry materials, tools, or program supplies.
    - The Community Services Department vehicle will also be an electric pickup truck, supporting frequent movement of recreation and facilities equipment between parks, community centers, and event locations.

These vehicles will be fully compatible with the City’s existing 34 EV charging stations and will contribute to long-term operational savings and environmental benefits.

In terms of procurement, South Pasadena Municipal Code's Section 2.99-29(19) and the City's Purchasing Policy permit the City to engage in cooperative procurement. This allows the City to adopt another public agency’s competitive bidding process for its acquisitions and in this case, that is Sourcewell.

Sourcewell was created as cooperative purchasing programs that bring together state purchasing officials from across the United States to solicit and award competitive bids collectively. The Sourcewell Cooperative Purchasing Program offers public sector agencies numerous benefits through cooperative purchasing. Leveraging cooperative master purchasing agreements enables cities to capitalize on the combined buying strength of several entities, achieving superior pricing and contract terms. This efficient system minimizes administrative burdens, guarantees uniform quality and standards, and speeds up procurement. This ensures cities can quickly access vital goods and services with fiscal prudence. Often referred to as "piggy-back agreements", these arrangements allow one agency to benefit from the pricing of another agency’s competitively bid contract. Accordingly, vehicle procurement will be completed through National Auto Fleet Group under the City’s Sourcewell cooperative purchasing contract (091521-NAF), which ensures compliance with public bidding requirements and provides access to competitively priced fleet options.

Alternatives
There are currently no other EV pickup trucks available through the Sourcewell site and would require retail purchase agreements with dealerships willing to wait on standard procurement procedures.

Fiscal Impact
The total cost to purchase the vehicles is funded through the City's AB 2766 Subvention Fund, as it has been proposed in the vehicle replacement program in the FY 2025-2026 budget.

Estimated Vehicle Costs:
- Ford F-150 Lightning: Fire Department (Replacement): $54,555.84
- Ford F-150 Lightning: Community Services EV (New): $54,020.46
- Total Estimated Cost: $108,576.30

Existing balance: $241,306
Balance after transfer: $132,729

Key Performance Indicators and Strategic Plan
This project supports the City Council's priority of addressing infrastructure needs through its efforts to provide infrastructure on electrification and sustainable/alternative energy options (Section: 2k).

Attachment:
Attachment No. 1 - F150 Fire
Attachment No. 2 - F150 CSD
Attachment No. 3 - Sourcewell Quote ID 28974-DA
Attachment No. 4 - Comment and Review-Autos SUV's 091521

National Auto Fleet Group
A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

4/15/2025
4/17/2025 Re-Configured

Quote ID: **39453 R1**

Order Cut Off Date: **TBA**

Gregory Lloyd
City of South Pasadena
Fire

817 Mound Ave

South Pasadena, California, 91030

Dear Gregory Lloyd,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2025 Ford F-150 Lightning (W1B) Pro 4WD SuperCrew 5.5' Box 145" WB,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	$50,470.00	$49,363.88	2.192 %	$1,106.12
Tax (10.5000 %)		$5,183.21		
Tire fee		$8.75		
Total		$54,555.84		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

CHEVROLET FORD NISSAN TOYOTA BUICK CADILLAC GMC

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	**Description**
99K	Engine: Dual eMotor - Standard Battery, (STD)
TRANSMISSION	
Code	**Description**
44L	Transmission: Single-Speed, (STD)
WHEELS	
Code	**Description**
643	Wheels: 18" Alloy Gloss Black, (STD)
TIRES	
Code	**Description**
NONTR1	Tires: 275/65R18 A/T
PRIMARY PAINT	
Code	**Description**
D4	Rapid Red Metallic Tinted Clearcoat
SEAT TYPE	
Code	**Description**
VS	Medium Dark Slate, Vinyl Bucket Heated Front Seats, -inc: 2-way manual driver/passenger w/flow-through console and floor shifter
OPTION PACKAGE	
Code	**Description**
110A	Equipment Group 110A Standard

2025 Fleet/Non-Retail Ford F-150 Lightning Pro 4WD SuperCrew 5.5' Box 145" WB

WINDOW STICKER

2025 Ford F-150 Lightning Pro 4WD SuperCrew 5.5' Box 145" WB

CODE	MODEL	MSRP
W1B	2025 Ford F-150 Lightning Pro 4WD SuperCrew 5.5' Box 145" WB	$47,780.00
	OPTIONS	
99K	Engine: Dual eMotor - Standard Battery, (STD)	$0.00
44L	Transmission: Single-Speed, (STD)	$0.00
643	Wheels: 18" Alloy Gloss Black, (STD)	$0.00
NONTR1	Tires: 275/65R18 A/T	INC
D4	Rapid Red Metallic Tinted Clearcoat	$495.00
VS	Medium Dark Slate, Vinyl Bucket Heated Front Seats, -inc: 2-way manual driver/passenger w/flow-through console and floor shifter	$0.00
110A	Equipment Group 110A Standard	$0.00

Please note selected options override standard equipment

	SUBTOTAL	**$48,275.00**
	Advert/ Adjustments	$0.00
	Manufacturer Destination Charge	$2,195.00
	TOTAL PRICE	**$50,470.00**

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: Dual eMotor - Standard Battery -inc: 98 kWh usable capacity standard range battery (STD)
Transmission: Single-Speed (STD)

EXTERIOR

Wheels: 18" Alloy Gloss Black (STD)
Tires: 275/65R18 A/T (STD)

ADDITIONAL EQUIPMENT

Transmission w/Driver Selectable Mode
Full-Time All-Wheel
9.61 Axle Ratio
Battery w/Run Down Protection
Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
Trailer Wiring Harness
2235# Maximum Payload
GVWR: 8,250 lbs
HD Gas-Pressurized Front Shock Absorbers and Gas-Pressurized Rear Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Speed-Sensing Steering
Permanent Locking Hubs
Double Wishbone Front Suspension w/Coil Springs
Trailing Arm Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Lithium Ion (li-Ion) Traction Battery w/11.5 kW Onboard Charger, 11.9 Hrs Charge Time @ 220/240V and1.517 Hrs Charge Time @ 440V
Regular Box Style
Tire Mobility Kit
Non-Metallic Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Rear Step Bumper
Black Side Windows Trim
Black Door Handles
Black Power Heated Side Mirrors w/Manual Folding
Fixed Rear Window

Deep Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Integrated Storage
Ford Co-Pilot360 - Autolamp Auto On/Off Projector Beam Led Low/High Beam Directionally Adaptive Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
LED Brakelights
Headlights-Automatic Highbeams
Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Radio Data System and External Memory Control
Radio: SiriusXM w/360L -inc: FM stereo and 6 speakers, a three (3)-month prepaid subscription, Service is not available in Alaska and Hawaii, Trial length and service availability may vary by model, model year or trim, Details: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc, Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then- current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM Customer Agreement for complete terms at www.siriusxm.com, All fees and programming subject to change, Not all vehicles or devices are capable of receiving all services offered by SiriusXM, Current information and features may not be available in all locations, or on all receivers, Satellite and streaming lineups vary slightly, 2020 Sirius XM Radio Inc, Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc
Fixed Antenna
Vinyl Bucket Heated Front Seats -inc: 2-way manual driver/passenger w/flow-through console and floor shifter
Driver Seat
Passenger Seat
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Traction Battery Level, Power/Regen, Traction Battery Temperature, Trip Odometer and Trip Computer
Power Rear Windows
FordPass Connect 4G Mobile Hotspot Internet Access
Front Cupholder
Rear Cupholder
3 12V DC Power Outlets
Compass
Proximity Key For Push Button Start Only
Remote Keyless Entry w/Integrated Key Transmitter and Panic Button

Cruise Control w/Steering Wheel Controls
Voice Activated Dual Zone Front Automatic Air Conditioning
HVAC -inc: Underseat Ducts and Console Ducts
Locking Glove Box
Driver Foot Rest
Interior Trim -inc: Cabback Insulator, Metal-Look Door Panel Insert and Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Auto-Dimming Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Full Floor Console w/Locking Storage, Mini Overhead Console w/Storage, 3 12V DC Power Outlets and 6 Interior 120V AC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Plastic Floor Trim
Cargo Area Concealed Storage
Cargo Features -inc: Tire Mobility Kit
Cab Mounted Cargo And Cargo Space Lights
Smart Device Remote Engine Start
SYNC 4 w/Enhanced Voice Recognition -inc: 12" LCD capacitive touchscreen w/swipe capability, information on demand panel, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, wireless Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation (includes 3-year trial), Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details), Eligible vehicles receive a complimentary 3-year trial of navigation services that begins on the new vehicle warranty start date, Customers must unlock the navigation service trial by activating the eligible vehicle w/a FordPass member account, If not subscribed by the end of the complimentary period, the connected navigation service will revert to a moving-map and active routing will no longer be available, Connected service and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, FordPass App, compatible w/select smartphone platforms, is available via a download, Message and data rates may apply
Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center
Trip Computer
Outside Temp Gauge
Digital Appearance
Seats w/Vinyl Back Material

Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Perimeter Alarm
3 12V DC Power Outlets and 6 Interior 120V AC Power Outlets
AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Rear Parking Sensors
BLIS with Trailer Tow Coverage Blind Spot
PCA with AEB and Intersection Assist
Cross-Traffic Alert
Ford Co-Pilot360 - Lane-Keeping Assist Lane Keeping Assist
Ford Co-Pilot360 - Lane-Keeping Assist Lane Departure Warning
Collision Mitigation-Front
Driver Monitoring-Alert
Evasion Assist
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Driver And Passenger Knee Airbag
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Ford Co-Pilot360 - Reverse Camera Back-Up Camera

National Auto Fleet Group
A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

4/15/2025
4/17/2025 Re-Configured

Quote ID: **39452 R1**

Order Cut Off Date: **TBA**

Gregory Lloyd
City of South Pasadena
Fire

817 Mound Ave

South Pasadena, California, 91030

Dear Gregory Lloyd,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2025 Ford F-150 Lightning (W1B) Pro 4WD SuperCrew 5.5' Box 145" WB,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	$49,975.00	$48,879.38	2.192 %	$1,095.62
Tax (10.5000 %)		$5,132.33		
Tire fee		$8.75		
Total		$54,020.46		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

CHEVROLET FORD NISSAN TOYOTA BUICK CADILLAC GMC

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	**Description**
99K	Engine: Dual eMotor - Standard Battery, (STD)
TRANSMISSION	
Code	**Description**
44L	Transmission: Single-Speed, (STD)
WHEELS	
Code	**Description**
643	Wheels: 18" Alloy Gloss Black, (STD)
TIRES	
Code	**Description**
NONTR1	Tires: 275/65R18 A/T
PRIMARY PAINT	
Code	**Description**
UM	Agate Black Metallic
SEAT TYPE	
Code	**Description**
VS	Medium Dark Slate, Vinyl Bucket Heated Front Seats, -inc: 2-way manual driver/passenger w/flow-through console and floor shifter
OPTION PACKAGE	
Code	**Description**
110A	Equipment Group 110A Standard

2025 Fleet/Non-Retail Ford F-150 Lightning Pro 4WD SuperCrew 5.5' Box 145" WB

WINDOW STICKER

2025 Ford F-150 Lightning Pro 4WD SuperCrew 5.5' Box 145" WB

CODE	MODEL	MSRP
W1B	2025 Ford F-150 Lightning Pro 4WD SuperCrew 5.5' Box 145" WB	$47,780.00
	OPTIONS	
99K	Engine: Dual eMotor - Standard Battery, (STD)	$0.00
44L	Transmission: Single-Speed, (STD)	$0.00
643	Wheels: 18" Alloy Gloss Black, (STD)	$0.00
NONTR1	Tires: 275/65R18 A/T	INC
UM	Agate Black Metallic	$0.00
VS	Medium Dark Slate, Vinyl Bucket Heated Front Seats, -inc: 2-way manual driver/passenger w/flow-through console and floor shifter	$0.00
110A	Equipment Group 110A Standard	$0.00

Please note selected options override standard equipment

	SUBTOTAL	**$47,780.00**
	Advert/ Adjustments	$0.00
	Manufacturer Destination Charge	$2,195.00
	TOTAL PRICE	**$49,975.00**

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: Dual eMotor - Standard Battery -inc: 98 kWh usable capacity standard range battery (STD)
Transmission: Single-Speed (STD)

EXTERIOR

Wheels: 18" Alloy Gloss Black (STD)
Tires: 275/65R18 A/T (STD)

ADDITIONAL EQUIPMENT

Transmission w/Driver Selectable Mode
Full-Time All-Wheel
9.61 Axle Ratio
Battery w/Run Down Protection
Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
Trailer Wiring Harness
2235# Maximum Payload
GVWR: 8,250 lbs
HD Gas-Pressurized Front Shock Absorbers and Gas-Pressurized Rear Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Speed-Sensing Steering
Permanent Locking Hubs
Double Wishbone Front Suspension w/Coil Springs
Trailing Arm Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Lithium Ion (li-Ion) Traction Battery w/11.5 kW Onboard Charger, 11.9 Hrs Charge Time @ 220/240V and1.517 Hrs Charge Time @ 440V
Regular Box Style
Tire Mobility Kit
Non-Metallic Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Rear Step Bumper
Black Side Windows Trim
Black Door Handles
Black Power Heated Side Mirrors w/Manual Folding
Fixed Rear Window

Deep Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Integrated Storage
Ford Co-Pilot360 - Autolamp Auto On/Off Projector Beam Led Low/High Beam Directionally Adaptive Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
LED Brakelights
Headlights-Automatic Highbeams
Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Radio Data System and External Memory Control
Radio: SiriusXM w/360L -inc: FM stereo and 6 speakers, a three (3)-month prepaid subscription, Service is not available in Alaska and Hawaii, Trial length and service availability may vary by model, model year or trim, Details: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc, Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then- current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM Customer Agreement for complete terms at www.siriusxm.com, All fees and programming subject to change, Not all vehicles or devices are capable of receiving all services offered by SiriusXM, Current information and features may not be available in all locations, or on all receivers, Satellite and streaming lineups vary slightly, 2020 Sirius XM Radio Inc, Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc
Fixed Antenna
Vinyl Bucket Heated Front Seats -inc: 2-way manual driver/passenger w/flow-through console and floor shifter
Driver Seat
Passenger Seat
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Traction Battery Level, Power/Regen, Traction Battery Temperature, Trip Odometer and Trip Computer
Power Rear Windows
FordPass Connect 4G Mobile Hotspot Internet Access
Front Cupholder
Rear Cupholder
3 12V DC Power Outlets
Compass
Proximity Key For Push Button Start Only
Remote Keyless Entry w/Integrated Key Transmitter and Panic Button

Cruise Control w/Steering Wheel Controls
Voice Activated Dual Zone Front Automatic Air Conditioning
HVAC -inc: Underseat Ducts and Console Ducts
Locking Glove Box
Driver Foot Rest
Interior Trim -inc: Cabback Insulator, Metal-Look Door Panel Insert and Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Auto-Dimming Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Full Floor Console w/Locking Storage, Mini Overhead Console w/Storage, 3 12V DC Power Outlets and 6 Interior 120V AC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Plastic Floor Trim
Cargo Area Concealed Storage
Cargo Features -inc: Tire Mobility Kit
Cab Mounted Cargo And Cargo Space Lights
Smart Device Remote Engine Start
SYNC 4 w/Enhanced Voice Recognition -inc: 12" LCD capacitive touchscreen w/swipe capability, information on demand panel, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, wireless Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation (includes 3-year trial), Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details), Eligible vehicles receive a complimentary 3-year trial of navigation services that begins on the new vehicle warranty start date, Customers must unlock the navigation service trial by activating the eligible vehicle w/a FordPass member account, If not subscribed by the end of the complimentary period, the connected navigation service will revert to a moving-map and active routing will no longer be available, Connected service and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, FordPass App, compatible w/select smartphone platforms, is available via a download, Message and data rates may apply
Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center
Trip Computer
Outside Temp Gauge
Digital Appearance
Seats w/Vinyl Back Material

Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Perimeter Alarm
3 12V DC Power Outlets and 6 Interior 120V AC Power Outlets
AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Rear Parking Sensors
BLIS with Trailer Tow Coverage Blind Spot
PCA with AEB and Intersection Assist
Cross-Traffic Alert
Ford Co-Pilot360 - Lane-Keeping Assist Lane Keeping Assist
Ford Co-Pilot360 - Lane-Keeping Assist Lane Departure Warning
Collision Mitigation-Front
Driver Monitoring-Alert
Evasion Assist
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Driver And Passenger Knee Airbag
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Ford Co-Pilot360 - Reverse Camera Back-Up Camera

National Auto Fleet Group
A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

Quote ID #28974-DA
Stock# T24247

4/15/2025
Mr. Gregory Lloyd
South Pasadena Fire Department
817 Mound Ave
South Pasadena, CA 91030

Dear Mr. Gregory Lloyd,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration:
One (1) New/Unused (2024 Chevrolet Blazer EV (1MC26) eAWD 4dr LT,)
delivered to your specified location, each for

	(1) MSRP	(1) One Unit	Total %	Total Savings
Contract Price	$ 51,289.00	$ 50,989.00	0.585%	$ 300.00
Tax (10.5%)		$ 5,353.85		
Tire Fee		$ 8.75		
Transportation (To South Pasadena CA)		$ 412.50		
Total		$ 56,764.10		

-per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF**. Please reference this Contract Number on all Purchase Orders to National Auto Fleet Group.
Payment terms are Net 20 days after receipt of vehicle.
Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call or email.

Sincerely,

Jesse Cooper
National Fleet Manager
Office (855) 289-6572

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

EMISSIONS	
Code	**Description**
FE9	Emissions, Federal requirements
ENGINE	
Code	**Description**
EN0	Engine, none, (STD)
TRANSMISSION	
Code	**Description**
MF1	Transmission, none (electric drive unit), (STD)
PREFERRED EQUIPMENT GROUP	
Code	**Description**
2LT	LT Preferred Equipment Group, includes standard equipment
WHEELS	
Code	**Description**
RT9	Wheels, 19" (48.3 cm) machined-face aluminum, (STD)
PAINT	
Code	**Description**
GNT	Radiant Red Tintcoat
SEAT TYPE	
Code	**Description**
AR9	Seats, front bucket, (STD)
SEAT TRIM	
Code	**Description**
H9F	Black, Evotex seat trim
CHARGING CORD	
Code	**Description**
PSC	Dual Level Charge Cord, dual-mode, portable, (STD)
ADDITIONAL EQUIPMENT	
Code	**Description**

ZFT	Comfort and Convenience Package, includes (A2X) driver 8-way power seat adjuster, (AL9) driver 2-way power lumbar seat adjuster, (A7J) front passenger 6-way power seat adjuster, (AT9) front passenger 2-way power lumbar seat adjuster, (KAG) heated driver and front passenger seats, (H9F) Black Evotex interior, (K7A) wireless phone charging, (N53) wrapped steering wheel, (KI3) heated steering wheel, (DD8) auto-dimming inside rearview mirror, (DMA) outside heated, power-adjustable, power-folding, driver-side auto-dimming mirrors, (TCP) AutoSense Power Liftgate, (V6K) satin aluminum finish roof rails, (CTT) Hitch Guidance, (PZ8) Hitch View and (V92) wiring trailering provisions.
WPN	Convenience and Driver Confidence Package, includes (KSG) Adaptive Cruise Control, (UKK) Rear Pedestrian Alert, (UOW) Side Bicyclist Alert, (UV2) HD Surround Vision, (UGN) Enhanced Automatic Emergency Braking, (CTB) Intersection Automatic Emergency Braking and (UVZ) Reverse Automatic Braking
V92	Trailering provisions, wiring
CTT	Hitch Guidance
PZ8	Hitch View
V6K	Roof rails, satin aluminum finish
DMA	Mirrors, outside heated, power-adjustable, power-folding, driver-side auto-dimming
TCP	AutoSense Power Liftgate programmable, hands free
K7A	Wireless Phone Charging
KAG	Seats, heated driver and front passenger cushion and seatback
A2X	Seat adjuster, driver 8-way power
AL9	Seat adjuster, driver 2-way power lumbar
A7J	Seat adjuster, front passenger 6-way power
AT9	Seat adjuster, front passenger 2-way power lumbar
N53	Steering wheel, wrapped
KI3	Steering wheel, heated
KSG	Adaptive Cruise Control
DD8	Mirror, inside rearview auto-dimming
UGN	Enhanced Automatic Emergency Braking
CTB	Intersection Automatic Emergency Braking
UVZ	Reverse Automatic Braking
UKK	Rear Pedestrian Alert
UV2	HD Surround Vision
UOW	Side Bicyclist Alert
R9V	Mobile Service Plus., MobileService+ is a suite of service conveniences for 3 years - Mobile Service, Pick-up & Delivery with loaner, Loaner with Drop off and One Touch Support. MobileService+ van will come to your home to perform select services or pick up your vehicle and return it once the service is completed at the dealership. Cost of part and labor are not included.

OPTION DISCOUNT

Code	**Description**
___	Option/Package Discount

2024 Fleet/Non-Retail Chevrolet Blazer EV eAWD 4dr LT

WINDOW STICKER

2024 Chevrolet Blazer EV eAWD 4dr LT

CODE	MODEL	MSRP
1MC26	2024 Chevrolet Blazer EV eAWD 4dr LT	$48,800.00
	OPTIONS	
FE9	Emissions, Federal requirements	$0.00
EN0	Engine, none, (STD)	$0.00
MF1	Transmission, none (electric drive unit), (STD)	$0.00
2LT	LT Preferred Equipment Group, includes standard equipment	$0.00
RT9	Wheels, 19" (48.3 cm) machined-face aluminum, (STD)	$0.00
GNT	Radiant Red Tintcoat	$495.00
AR9	Seats, front bucket, (STD)	$0.00
H9F	Black, Evotex seat trim	INC
PSC	Dual Level Charge Cord, dual-mode, portable, (STD)	$0.00
ZFT	Comfort and Convenience Package, includes (A2X) driver 8-way power seat adjuster, (AL9) driver 2-way power lumbar seat adjuster, (A7J) front passenger 6-way power seat adjuster, (AT9) front passenger 2-way power lumbar seat adjuster, (KAG) heated driver and front passenger seats, (H9F) Black Evotex interior, (K7A) wireless phone charging, (N53) wrapped steering wheel, (KI3) heated steering wheel, (DD8) auto-dimming inside rearview mirror, (DMA) outside heated, power-adjustable, power-folding, driver-side auto-dimming mirrors, (TCP) AutoSense Power Liftgate, (V6K) satin aluminum finish roof rails, (CTT) Hitch Guidance, (PZ8) Hitch View and (V92) wiring trailering provisions.	$2,295.00
WPN	Convenience and Driver Confidence Package, includes (KSG) Adaptive Cruise Control, (UKK) Rear Pedestrian Alert, (UOW) Side Bicyclist Alert, (UV2) HD Surround Vision, (UGN) Enhanced Automatic Emergency Braking, (CTB) Intersection Automatic Emergency Braking and (UVZ) Reverse Automatic Braking	$1,225.00
V92	Trailering provisions, wiring	INC
CTT	Hitch Guidance	INC
PZ8	Hitch View	INC
V6K	Roof rails, satin aluminum finish	INC
DMA	Mirrors, outside heated, power-adjustable, power-folding, driver-side auto-dimming	INC
TCP	AutoSense Power Liftgate programmable, hands free	INC
K7A	Wireless Phone Charging	INC
KAG	Seats, heated driver and front passenger cushion and seatback	INC
A2X	Seat adjuster, driver 8-way power	INC
AL9	Seat adjuster, driver 2-way power lumbar	INC
A7J	Seat adjuster, front passenger 6-way power	INC
AT9	Seat adjuster, front passenger 2-way power lumbar	INC
N53	Steering wheel, wrapped	INC
KI3	Steering wheel, heated	INC

KSG	Adaptive Cruise Control	INC
DD8	Mirror, inside rearview auto-dimming	INC
UGN	Enhanced Automatic Emergency Braking	INC
CTB	Intersection Automatic Emergency Braking	INC
UVZ	Reverse Automatic Braking	INC
UKK	Rear Pedestrian Alert	INC
UV2	HD Surround Vision	INC
UOW	Side Bicyclist Alert	INC
R9V	Mobile Service Plus., MobileService+ is a suite of service conveniences for 3 years - Mobile Service, Pick-up & Delivery with loaner, Loaner with Drop off and One Touch Support. MobileService+ van will come to your home to perform select services or pick up your vehicle and return it once the service is completed at the dealership. Cost of part and labor are not included.	$599.00
___	Option/Package Discount	($3,520.00)

Please note selected options override standard equipment

SUBTOTAL	**$49,894.00**
Advert/ Adjustments	$0.00
Manufacturer Destination Charge	$1,395.00
TOTAL PRICE	**$51,289.00**

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine, none (STD)
Dual Level Charge Cord, dual-mode, portable 120-volt (1.4 kW) and 240-volt (7.7 kW) capability, swappable NEMA 5-15 and NEMA 14-50 plugs with SAE J1772 vehicle connection (STD)
Transmission, none (electric drive unit) (STD)

EXTERIOR

Wheels, 19" (48.3 cm) machined-face aluminum with painted pockets (STD)

INTERIOR

Seats, front bucket (STD)

TIRES

Tires, 255/60R19 all-season blackwall includes (KTI) tire inflator kit

ADDITIONAL EQUIPMENT

Chevy Safety Assist includes Automatic Emergency Braking, (UKT) Front Pedestrian Braking, (UKM) Lane Keep Assist with Lane Departure Warning, (UEU) Forward Collision Alert and (TQ5) IntelliBeam
Battery, Ultium Propulsion, 85 kWh Battery Rated Energy, 150 kW DC fast charging capable
Battery, 12V/60AH, 680 ENCCA
AC Charging, 11.5 kW capable
Propulsion, electric two-motor all-wheel drive (eAWD)
Electronic Precision Shift
Emission system zero emission vehicle (ZEV)
GVWR, 6504 lbs. (2950 kg)
Suspension, Ride and Handling
Steering, power, non-variable ratio, electric
Brakes, 4-wheel antilock disc
Brake rotor, FNC
Brake lining, non-asbestos, organic
Tire, spare, none
Tire inflator kit (Included and only available with (QBX) 255/60R19 all-season blackwall tires.)
Moldings, door upper, low gloss Black
Grille, body color

Headlamp control, automatic on and off
Headlamps, LED
IntelliBeam, auto high beam
Mirror caps, body-color
Glass, acoustic, laminated windshield
Glass, rear, deep tint
Wipers, front intermittent
Wiper, rear intermittent
License plate front mounting package
Door handles, body-color
Recovery hook, front
Recovery hook, rear
Audio System, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition
Audio system feature, 6-speaker system
SiriusXM with 360L includes a trial subscription to the Platinum Plan. Experience more channels in the vehicle, a more personalized experience and easier navigation. (IMPORTANT: The SiriusXM trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription subject to the SiriusXM Customer Agreement and privacy policy, visit siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)
5G Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Bluetooth for phone connectivity to vehicle infotainment system
Google Automotive Services capable
Antenna, roof-mounted shark fin
Seat trim, Evotex
Seat, rear 60/40-split, fold-flat
Headrest, rear center
Armrest, rear center
Floor mats, front, carpeted
Floor mats, rear, carpeted
Steering column, tilt and telescopic
Steering wheel controls, audio Driver Information Center and phone interface controls
Compass display
Window, power, driver, express up and down
Window, power, front passenger with express down
Windows, power rear, express down
Remote Start, key fob
Remote Start, smartphone app
Remote panic alarm
Keyless Open

Theft-deterrent system, immobilizer
Theft-deterrent system, unauthorized entry
USB ports, 2 type-C, located forward of cupholders
USB port, type-C, located within the center console armrest bin
USB ports, 2 type-C, located on back of center console, charge-only
Power outlet, 12-volt, located in center console compartment
Air conditioning, single-zone automatic climate control
Air filter, pollutant
Sensor, cabin humidity and windshield temperature
Vent, rear console, air
Defogger, rear-window electric
Glovebox
Driver Information Center, 11" diagonal display
Visors, driver and front passenger illuminated sliding vanity mirrors, covered
Lighting, interior, front, courtesy and dual reading lights
Lighting, interior, roof, rear courtesy and dual reading lights
Map pocket, front passenger seatback
Door locks, power
Console, floor, with armrest
Cargo tie-downs
Rear Cross Traffic Braking
Front Pedestrian and Bicyclist Braking
StabiliTrak, stability control system
Traction control, electronic
Daytime Running Lamps
Airbags, frontal knee and seat-mounted side-impact for driver and front passenger, and roof-rail mounted head-curtain for outboard seating positions. Includes Passenger Sensing System for front passenger (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
Rear Park Assist
Forward Collision Alert
Following Distance Indicator
Lane Keep Assist with Lane Departure Warning
Blind Zone Steering Assist
LED Reflective Windshield Collision Alert
Safety Alert Seat
Seat belt indicators, driver, front passenger and rear passengers
Seat belts, 3-point, all positions, includes front and rear seat belt pretensioners
Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. It includes the Buckle-to-Drive feature which prevents the driver from shifting from Park for up to 20 seconds if the driver's seat belt is not buckled. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats
Rear Seat Reminder
Door locks, rear child security
Tire Fill Alert
Tire Pressure Monitor System, auto learn
8 Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

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COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #091521
Entitled

Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

The following advertisement was placed July 28, 2021 in *USA Today*, in South Carolina's *The State,* in *The Oklahoman* and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, and Oregon's *Daily Journal of Commerce*:

> *Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 15, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.*

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

72 HOUR, LLC dba National Auto Fleet Group	IVS, Inc. dba AngelTrax
A&A Auto Parts Stores, Inc.	Kellar Equipment
ABC Bus, Inc.	Lakeshore Learning Materials
ARCH EQUIPMENT GROUP, LLC	Laurel 2 Spartan LLC DBA Laurel Chevrolet
Arrow Equipment, Inc.	Lithia Fresno, INC. DBA Lithia Ford of Fresno
BECK AUTOSALES, INC.	Lithia Toyota of Billings II, LLC
Best Travel, Inc.	Lordstown Motors Corp.
Betts Platinum Group, LLC	Mike Albert Leasing, Inc.
Bob Ridings, Inc.	MobilityTRANS
BrandFX Body Company	Navistar, Inc.
Broadway Ford Truck Sales, Inc.	OK Tire Stores, Inc.
Butte Auto, LLC	Pacifico Ford, Inc.

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CANADIAN ELECTRIC VEHICLES, LTD.	Portable Computer Systems, Inc.
Car Toys, Inc.	Red Mill Radiator Service and Corporation
Chevrolet of Smithtown	RO Truck & Equipment, LLC DBA RO Bus Sales
City World Estate Auto Holdings, LLC	Rogers Motors, LLC
Clary Longview, LLC	ROOTS MULTICLEAN, INC. VICTORY SWEEPERS DIVISION
CONTEMPORARY MOTOR CARS, INC.	Saskatoon Motor Products 1973, Limited
Creative Bus Sales, Inc.	Schetky Northwest Sales, Inc.
Davis Chevrolet, GMC, Buick, Ltd.	SERVCO PACIFIC, Inc. dba SERVCO AUTO WAIPAHU
Donlen, LLC	Sheehy Ford of Richmond, Inc.
Donvito Automotive Group	Stellar Industries - Garner, IA
Doosan Industrial Vehicle America Corp.	Sterlmar
Driverge Vehicle Innovations, LLC	Stonebrooke Equipment, Inc.
DUVAL FORD, LLC	Structural Metal Fabricators, Inc.
EMV Automotive USA, Inc.	Tcd Cellular Communications, Inc.
Endera Corporation	Tesla, Inc.
Equipment Technology, LLC	The City of St. Augustine
Equipment Works, Inc. LLC	Tony Sanchez, LTD
First Priority Emergency Vehicles, Inc.	Toyota Motor North America
GENERAL SALES ADMINISTRATION	TROPICAL FORD, INC.
Genesee Valley Ford Avon	Valley Chevrolet
Geo. Heiser Body Co., LLC	VALLEY FORD OF HURON, INC.
Gradall Industries, Inc.	VALLEY FORD TRUCK, INC.
GreenPower Motor Company, Inc.	Walls Equipment Co., L.L.C.
GW Anglin Manufacturing, Inc.	Watrous Mainline Motor Products, Limited
Harlow's Bus Sales, Inc.	Westys Equipment, Inc.

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on September 15, 2021, at 4:36:55 pm CT. Proposals were received from the following:

72 HOUR, LLC dba National Auto Fleet Group
CONTEMPORARY MOTOR CARS, INC.
Creative Bus Sales, Inc.
Davis Chevrolet, GMC, Buick, Ltd.
Donlen, LLC
GreenPower Motor Company, Inc.
Lithia Toyota of Billings II, LLC
Lordstown Motors Corp.
Mike Albert Leasing, Inc.
RO Truck & Equipment, LLC DBA RO Bus Sales
Tesla, Inc.
TROPICAL FORD, INC.
VALLEY FORD TRUCK, INC.

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Proposals were reviewed by the Proposal Evaluation Committee:

James Voelker, CPCM, CFCM, Procurement Lead Analyst
Stephanie Haataja, CPIM, Procurement Analyst
Craig West, Procurement Analyst
Tom Sharbonno, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that the products and services offered in the proposal response from GreenPower Motor Company, Inc., fall outside of the Requested Equipment, Products, or Services of the RFP. All other proposals were found to meet the scope and mandatory submittal requirements and were evaluated.

National Auto Fleet Group represents numerous OEM manufacturers with the ability to provide over 700 makes and models of automobiles, SUVs, vans, and light trucks. Their offering also includes multiple options for hybrid, alternative fuel, and electric vehicles. National Auto Fleet Group is ready to serve Sourcewell participating entities throughout the United States with the capability to build and price vehicles online. They are offering Sourcewell participating entities competitive discounts from MSRP.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #091521 to:

72 HOUR, LLC dba National Auto Fleet Group #091521-NAF

The preceding recommendations were approved on November 3, 2021.

DocuSigned by:
James Voelker
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James Voelker, CPCM, CFCM, Procurement Lead Analyst

DocuSigned by:
Stephanie Haataja
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Stephanie Haataja, CPIM, Procurement Analyst

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Craig West
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Craig West, Procurement Analyst

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Tom Sharbonno
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Tom Sharbonno, Procurement Analyst

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STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #091521** for **Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.

2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:
Jeremy Schwartz
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Jeremy Schwartz, CSSBB, CPPO
Chief Procurement Officer

City Council Agenda Report

ITEM NO. 23

DATE: August 20, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Alma Medina, Assistant to the City Manager

SUBJECT: **CONSIDERATION OF APPROVAL OF AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MOSAIC PUBLIC PARTNERS, LLC FOR EXECUTIVE RECRUITMENT SEARCH SERVICES, IN THE AMOUNT NOT TO EXCEED OF $27,500, FOR A NEW TOTAL CONTRACT AMOUNT OF $82,500**

Recommendation

It is recommended that the City Council consider approval of the proposed amendment to the professional services agreement with Mosaic Public Partners, LLC, for executive recruitment search services for Chief of Police, in an amount not to exceed of $27,500, for a new total contract amount of $82,500.

Executive Summary

Staff is recommending approval of an amendment to the professional services agreement with Mosaic Public Partners, LLC, for executive recruitment search services, in the amount not to exceed of $27,500 for a new total contract amount of $82,500. The current Chief of Police is preparing for his retirement in December 2025, creating an urgent need to begin recruitment immediately to ensure continuity of leadership. The City worked with Mosaic for the recruitment of an Assistant City Manager/ Chief Financial Officer and most recently for the Public Works Director vacancy. Approval of this amendment will allow the City to initiate the recruitment process for Chief of Police without delay.

Background

The City has Department Director vacancies and has been proactive in retaining recruitment firms to pursue qualified candidates for these positions. On April 2025, the City entered into a professional services agreement with Mosaic Public Partners, LLC., to conduct the recruitment for the Assistant City Manager/Chief Financial Officer, in the amount not to exceed of $27,500. On May 21, 2025 an amendment to the agreement was approve by the City Council, expanding the scope of work to include executive search services for the Public Works Director position, increasing the total contract amount by $27,500 for a total contract amount of $55,000. Since entering into this agreement, staff has learned of the current Chief of Police's upcoming retirement in December 2025. This development presents an urgent need to begin recruitment efforts immediately to avoid any prolonged vacancy that could disrupt critical city operations. The firm has demonstrated an understanding of our needs and is well-positioned to identify and attract high-caliber candidates. Staff is recommending approval of the proposed amendment to add to the scope of work to add the executive search services for a Chief of Police, in the amount not to exceed of $27,500, for a new total contract amount of

$82,500.

Analysis
The Chief of Police is a critical executive position responsible for overseeing public safety, law enforcement operations, community engagement, and department management. Effective leadership in this role directly impacts community safety, resident trust, and overall City operations.

Because the current Chief will retire in December 2025, initiating the recruitment process immediately is essential to avoid a leadership gap that could disrupt public safety operations. The City does not have the internal capacity to conduct an executive-level recruitment of this scale efficiently within the necessary timeframe.

Given the scope and significance of the position, it is imperative to initiate a professional and comprehensive recruitment process as soon as possible. The City does not have internal resources available to manage an executive-level recruitment of this scale within the necessary timeframe.

Mosaic Public Partners has already been engaged with the City and is familiar with our organizational culture and leadership needs. The firm has also been successful in placements for the position of Chief of Police in other cities such as the City of Arroyo Grande (in 2025), City of Novato (in 2023), City of San Fernando (in 2021) and City of Santa Monica (in 2021). Amending the existing contract to include the Chief of Police recruitment will allow us to streamline efforts, reduce onboarding time for the firm, and ensure an efficient and coordinated approach to filling both critical vacancies.

The upcoming vacancy in the Chief of Police role presents an urgent need that requires immediate action. Amending the current agreement with Mosaic Public Partners ensures a seamless and expedient transition in leadership for one of the City's most critical departments. Staff recommends the City Council approve the amendment to the agreement as proposed.

Alternatives
The City Council does have the option to not approve the proposed amendment. If not approved, the recruitment efforts would have to be undertaken by City Staff, which will take longer than if done with a firm, as we do not have such expertise within the agency at the moment.

Fiscal Impact
If approved, the amendment in the amount of $27,500 will be funded from Account No. 101-3010-2034-8020-000 (Human Resources Division- Special Department Expense), where recruitment expenses are budgeted in the proposed FY 2025-2026 budget.

Attachment:
Attachment No. 1 - Proposed Amendment
Attachment No. 2 - First Amendment
Attachment No. 3 - Professional Services Agreement

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR EXECUTIVE SEARCH SERVICES

THIS AMENDMENT ("Amendment") is made on this 20TH day of August 2025, by and between the CITY OF SOUTH PASADENA ("CITY") and MOSAIC PUBLIC PARTNERS, LLC. ("CONSULTANT').

RECITALS

WHEREAS, on April 17, 2025, the CITY and CONSULTANT entered into an Agreement for PROFESSIONAL SERVICES ("Agreement") for CONSULTANT to perform Assistant City Manager/ Chief Financial Officer Executive Search Services for the City; and

WHEREAS, the original Agreement was in the amount of $27,500, for Assistant City Manager/ Chief Financial Officer Executive Search Services ; and

WHEREAS, on May 21, 2025 the City and Consultant entered into an amendment to increase the total contract in an amount not to exceed $27,500, for a new aggregate total of Agreement and Amendments sum total of $55,000, and amend the scope of work to include Recruitment Services for a Public Works Director position; and

WHEREAS, the CITY desires to execute an Amendment to increase the total contract in an amount not to exceed $27,500, for a new aggregate total of Agreement and Amendments sum total of $82,500, and amend the scope of work to include Chief of Police Executive Search Services; and

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

1. That Section 1 "Search Engagement" is amended to include Chief of Police Executive Search Services, and include the attached Proposal, Exhibit A .

2. That Section 4 "Compensation" of the Agreement is hereby amended to read as follows:

   "As full compensation for the Consultant's professional services performed hereunder, the Client shall pay the Consultant the flat amount of Eighty-Five Thousand Dollars ("flat fee"). Expenses included in the flat fee include graphic design, advertising, consultant travel, administrative

support, printing, postage, technology, and educational verification and a background check on the selected candidate. The proposal includes the costs associated with one consultant trip to facilitate candidate interviews in South Pasadena, CA. All other meetings and interviews will be conducted by videoconferencing unless otherwise stated in this agreement. All work products provided to the client will be electronically transmitted."

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

"City"
City of South Pasadena

By:_____
Signature

Printed: Todd Hileman

Title: City Manager

Date:_____

"Consultant"
Mosaic Public Partners LLC

By:_____
Signature

Printed: Greg Nelson

Title: Founder and Managing Partner

Date:_____

Attest:

By:_____
Mark Perez, Acting Chief City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne M. Diaz, City Attorney

Date:_____

Exhibit A

MOSAIC
PUBLIC PARTNERS

EXECUTIVE SEARCH
PROPOSAL



CHIEF OF POLICE
CITY OF SOUTH PASADENA, CA

DATE SUBMITTED
AUGUST 13, 2025

SUBMITTED TO
Mr. Todd Hileman
City Manager
City of South Pasadena

PREPARED BY
GREG NELSON
MOSAIC PUBLIC PARTNERS
200 Gateway Dr., #1908, Lincoln, CA, 95648
916-550-4100
greg@mosaicpublic.com
connect@mosaicpublic.com

Placing today's public leaders

August 13, 2025

Mr. Todd Hileman
City Manager
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

MOSAIC
PUBLIC PARTNERS

RE: PROPOSAL TO PROVIDE EXECUTIVE SEARCH SERVICES - CHIEF OF POLICE

DEAR MR. HILEMAN:

Mosaic Public Partners is pleased to present our qualifications and approach to your executive search needs for the position of Chief of Police. Mosaic Public Partners was founded on the principles of providing higher levels of innovation and client collaboration to complement the tried-and-true principles of executive search. By using private-sector technologies and search methodologies, we deliver a better client experience and results, while staying within the constraints of the public sector. We pride ourselves on our speed, agility, thoroughness, and client communications.

Members of our project team are seasoned public sector executives who have a true passion for the work of public agencies. We understand the challenges that public agencies face and their unique needs. Our consultants have conducted over 325 executive searches across the United States, bringing both experience and a national perspective on current trends and issues. This has allowed us to develop an extensive network of executives as potential candidates that we will deliver to the City if awarded this search.

Having previously worked on searches for the City of South Pasadena, members of the project team offer both a solid understanding of the character and issues for the City of South Pasadena, and strong working relationships with key City staff. The combined networks of our professional recruiters will deliver the City of South Pasadena with a robust candidate generation, along with significant experience and perspectives on municipal leadership in California and across the nation. This experience, along with our proven track record of successful recruitments, makes Mosaic Public Partners the ideal executive search partner.

Policing is a particularly strong practice area for the firm, as both principals are former police chiefs and have had the opportunity to serve clients across California and the nation in placing key executives. As a result, we offer not only proven performance but strong candidate networks in policing to the City of South Pasadena.

After reviewing our proposal, please contact us at (916) 550-4100 if you have questions or need additional information. We look forward to hearing from you and hope to have the opportunity to work with you on this important recruitment.

Best Regards,

Greg Nelson
Founder and Managing Partner
greg@mosaicpublic.com

Bryan Noblett
Founder and Managing Partner
bryan@mosaicpublic.com

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PROFESSIONAL QUALIFICATIONS

We are seasoned public sector executives who have profound respect for the work of public agencies. We are passionate about placing today's public leaders, which enables public agencies to deliver exemplary leadership to their constituents.

Following several years of experience in a leadership role with a well-known national public sector search firm, Greg Nelson founded Mosaic Public Partners with his business partner, Bryan Noblett, in January of 2022. Since the launch of our firm, we have conducted more than 155 successful executive searches and are operating in eight states. Including their experience with the prior firm, our consultants have led over 325 successful executive recruitments for public agencies across the nation.

Mosaic Public Partners is a Limited Liability Company (LLC) registered in the state of California. Greg Nelson and Bryan Noblett are the founders and managing partners of Mosaic Public Partners with 55% and 45% respective ownership, and both have the authority to bind the firm. There are no known conflicts of interest related to this executive search, and no subcontractors are utilized. Mosaic Public Partners has never been involved in litigation, nor has it been involved in any form of financial insolvency.

MOSAIC APPROACH

Placing today's public leaders is our mission. Aligning the right candidates with the right opportunities helps our clients to build effective teams. We enjoy building relationships with the people involved in our searches, whether it is the candidates, hiring managers, team members or stakeholders. Establishing meaningful connections with those involved in our search processes is the basis from which we derive our success as a trusted partner and client-focused search firm.

CLIENT FOCUSED

Mosaic Public Partners provides a client-focused, customized approach to every search. We create an open, transparent, and interactive search process for both our clients and candidates. As a small firm we remain highly responsive to client needs and objectives, along with being personally available during the search process. Honest communication, collaboration, and connecting with people are key components in a successful search. At Mosaic Public Partners, we pride ourselves on excellent customer service, agility, and responsiveness. We tailor our workload so that we can be readily available to assist with all elements of the search process for our clients and candidates alike.

Our use of innovative technology allows our clients unparalleled real-time access and visibility into the search process. We use an executive search software platform that provides a client portal to each project. Our commitment is that our clients have a 360-degree view of all elements of their recruitment at any time. As the only public sector search firm using this platform, we offer an innovative and collaborative experience to our clients that allows a higher level of partnership and transparency. We are proud to bring private sector technology to our public sector searches to make them as efficient and transparent as possible for our clients.

TRUSTED PARTNERS

Our founding partners are two former public sector executives, each with exemplary service careers. We understand local government and the importance of accountability and responsiveness. Our combined career histories exemplify professionalism and a dedication to public service, along with a keen understanding of what it takes to be an effective leader in a public sector environment. Leveraging our public service careers, we became experienced executive search consultants, bringing with us a continued dedication to public service and an ethical, confidential, and discrete approach to assisting public agencies in the executive search process. Mosaic Public Partners is your trusted partner in placing today's public leaders.

COMMITMENT TO DIVERSITY, EQUITY, AND INCLUSION

The Mosaic Team celebrates and prioritizes diversity, equity, and inclusion in its search practices and in its own organizational culture. We understand the dynamic nature of diverse teams and our clients' need to build organizations that are as representative of the communities they serve as possible. Simply stated, the need for public employers and public sector search firms to build recruitment processes anchored by a commitment to diversity, equity, and inclusion is more important now than ever. Mosaic Public Partners is committed to ensuring outreach to diverse candidate pools via inclusive and strategic advertising, targeted outreach, and other methods which are all intended to deliver a diverse, highly qualified candidate pool to our clients. Evidence of this commitment can be seen in the placements we have made by viewing **Mosaic Placements** on our website.

WHY CHOOSE MOSAIC PUBLIC PARTNERS?

NATIONAL REACH

While we have extensive experience conducting executive searches in the West, our work across the nation brings a valuable perspective on issues and candidate markets to our clients. We invite you to review our consultants' body of executive search experience by viewing our **consultant portfolio**.

EXPERIENCE

Public service is the world in which we have lived. Our search team has over 80 years of public service experience. Having attained executive level positions in our public sector careers has given us valuable insight and an advantage in understanding and responding to the nuances and challenges of selecting public sector leaders.

DIVERSITY

Today's public sector leadership teams thrive when they are diverse in race, ethnic and cultural identity, gender, background and thought. Mosaic Public Partners is here to assist, guide, and lead in that endeavor.

SERVICE

Our team will be your partner from start to finish. We are committed to providing excellent service to clients and candidates alike and representing our clients at the highest level.

COLLABORATION

Mosaic Public Partners believes that executive searches are more successful when the consultants and clients work closely together throughout the engagement. We treat each search as a true partnership with our clients.

INNOVATION

Applying private sector technologies to the tried-and-true practices of public sector searches allows Mosaic Public Partners to deliver needed agility and improved communications to our clients.

RELEVANT EXPERIENCE

Our consultants have conducted law enforcement recruitments in the last several years that position us to successfully complete this search on behalf of the City of South Pasadena. Below is a list of the most relevant searches, some of which are attributed to the consultants' tenure at a prior firm*.

Law Enforcement

YEAR	CLIENT	POSITION
2025	City of Fort Worth – Fort Worth, TX	Chief of Police (Current)
2025	City of Folsom – Folsom, CA	Chief of Police (Current)
2025	City of Lincoln – Lincoln, CA	Police Captain (Current)
2025	City of Arroyo Grande – Arroyo Grande, CA	Chief of Police
2025	City of Elk Grove – Elk Grove, CA	Assistant Chief of Police
2025	City of Dublin – Dublin, OH	Deputy Chief of Police
2024	City of Austin – Austin, TX	Chief of Police
2024	City of Durango – Durango, CO	Chief of Police
2024	Town of Addison – Addison, TX	Chief of Police
2024	City of Lewisville – Lewisville, TX	Chief of Police
2024	City of Richland – Richland, WA	Chief of Police
2024	City of Chandler – Chandler, AZ	Chief of Police
2023	City of South Miami – South Miami, FL	Chief of Police
2023	City of Ukiah – Ukiah, CA	Chief of Police
2023	City of Novato – Novato, CA	Chief of Police
2023	Town of Sunnyvale – Sunnyvale, TX	Chief of Police
2023	Town of Addison – Addison, TX	Assistant Police Chief
2023	City of Ukiah – Ukiah, CA	Police Captain
2023	City of Victoria – Victoria, TX	Chief of Police
2023	Town of Little Elm – Little Elm, TX	Assistant Chief of Police
2022	City of Denton – Denton, TX	Chief of Police
2021	City of Bozeman - Bozeman, MT	Chief of Police*
2021	King County - Seattle, WA	Director - Office of Law Enforcement Oversight*
2021	City of Pismo Beach - Pismo Beach, CA	Chief of Police*
2021	City of San Fernando - San Fernando, CA	Chief of Police*
2021	City of Santa Monica - Santa Monica, CA	Police Chief*
2021	University of New Mexico - Albuquerque, NM	Chief of Police*
2021	City of Lawrence – Lawrence, KS	Chief of Police*
2020	City of Elk Grove – Elk Grove, CA	Police Captain*
2020	City of Richmond – Richmond, TX	Chief of Police*
2020	City of Bishop – Bishop, CA	Chief of Police*
2020	City of Boise – Boise, ID	Chief of Police*

2020	City of Emeryville – Emeryville, CA	Chief of Police*
2020	City of Salem – Salem, OR	Chief of Police*
2020	City of Seattle – Seattle, WA	Police Commission Executive Director*
2020	City of San Marcos – San Marcos, TX	Police Chief*
2020	City of Sanger – Sanger, CA	Chief of Police*
2019	City of Elk Grove – Elk Grove, CA	Assistant Chief of Police*
2019	City of Concord – Concord, CA	Chief of Police*
2019	City of Vallejo – Vallejo, CA	Chief of Police*
2019	City of Elk Grove – Elk Grove, CA	Chief of Police*
2019	City of Hayward – Hayward, CA	Chief of Police*
2019	City of Pacific Grove – Pacific Grove, CA	Police Chief*
2018	City of Denton – Denton, TX	Police Chief*
2018	City of West Linn – West Linn, OR	Chief of Police*
2018	City of Clearlake – Clearlake, CA	Chief of Police*
2018	City of Richland – Richland, WA	Chief of Police*
2017	City of Hayward – Hayward, CA	Chief of Police*
2017	City of Seattle – Seattle, WA	Office of Police Accountability Director*
2017	Town of Gilbert – Gilbert, AZ	Police Chief*
2016	City of Morro Bay – Morro Bay, CA	Chief of Police*
2016	City of Indio – Indio, CA	Chief of Police*
2016	City of Tualatin – Tualatin, OR	Police Chief*
2015	City of Martinez – Martinez, CA	Chief of Police*
2015	City of Pacific Grove – Pacific Grove, CA	Chief of Police*
2015	City of Bishop – Bishop, CA	Chief of Police*

REFERENCES

Our most relevant reference is the City of South Pasadena itself with our current and previous work on recruitments. In addition, we are proud of our past work and are happy to provide the following references to the City of South Pasadena in the Chief of Police search.

CITY OF CHANDLER – CHANDLER, AZ

RAE LYNN NIELSEN, DIRECTOR OF HUMAN RESOURCES

175 S Arizona Ave.
Chandler, AZ 85225
(480) 782-2000 | raelynn.nielsen@chandleraz.gov

Search: Chief of Police and Community Development Director.

CITY OF ELK GROVE – ELK GROVE, CA

JASON BEHRMANN, CITY MANAGER

Jason Behrmann, City Manager
8401 Laguna Palms Way
Elk Grove, CA 95758 | Jbehrmann@elkgrovecity.org

Search: Assistant Chief of Police, Assistant City Manager, Development Services Director, Finance Director, Traffic Engineering Manager, Chief of Police*, Assistant Chief of Police*, and Police Captain*.

CITY OF ARROYO GRANDE – ARROYO GRANDE, CA

MATT DOWNING, CITY MANAGER

300 E. Branch Street
Arroyo Grande, CA 93420
805-473-5400 | mdowning@arroyogrande.org

Searches: City Manager and Chief of Police

*Projects completed during the consultants' tenure with a prior firm.

APPROACH AND SEARCH METHODOLOGY

We approach every executive search as a partnership with our client. In this light, we use a proven framework as the foundation for the project and collaboratively tailor the work plan to meet the unique needs and wishes of our clients. In every search, we aim to provide our client with three deliverables: 1) a diverse selection of qualified candidates, 2) a thoughtful, inclusive, and well-communicated search process, and 3) sound advice and consultation. The following is a representation of the approach and methodology to a Mosaic Public Partners Search.

KICKOFF

PROJECT MANAGEMENT

The Mosaic Team will meet via videoconference with the City Manager, Human Resources Manager, and others, as desired. The objectives of this meeting are to learn contact and communication preferences, conduct a stakeholder analysis, develop the project timeline, and to create the preliminary selection process.

During this phase of the project, the consultants will review the organization's job description and review the salary and benefit offering for competitiveness in the market.

The consultants will conduct a stakeholder analysis with the City to determine the level and manner of community and stakeholder engagement necessary for a successful process.

CANDIDATE PROFILE DEVELOPMENT

Based on the project management kickoff meetings, Mr. Nelson and Mr. Noblett will meet with the identified stakeholders to solicit input on the desired qualities sought in the next Chief of Police, as well as anticipated challenges and opportunities they may face. The project team will also gather important documents, information, and media from the City to be used in the development of the candidate profiles.

The Mosaic Public Partners team will meet with City leadership and stakeholders individually or in small groups to gather their input relative to the desired characteristics sought for candidates, as well as challenges and opportunities facing the City of South Pasadena.

Utilizing the input received, Mosaic Public Partners will create a candidate profile that accurately and attractively present the opportunities to prospective candidates. Once approved by the City, this candidate profile serves as the standard by which all prospective candidates are evaluated and for guiding the search strategies.

A sample brochure from the City of Arroyo Grande, Chief of Police recruitment is included in this proposal as a visual example of the quality way in which we represent our clients and market their search to potential candidates.

The City Manager, Human Resources Manager, and others (as appropriate) will be provided with online access to Mosaic Public Partners' recruitment software through a client portal that ensures the search strategy and approach are properly calibrated for success. Our goal is to ensure that our clients are continually kept updated on the status of the recruitment.

OUTREACH AND RECRUITING

Based upon the search strategy developed with the City, Mosaic Public Partners will immediately launch a targeted and comprehensive search effort that sources candidates from five primary categories.

- **Advertising Campaign:** Advertisements will be placed in sources targeted at attracting a diverse selection of highly qualified candidates. In addition to advertising with a variety of state/regional police chief associations, ads will also be placed with nationally recognized law enforcement associations such as:
  - IACP – International Association of Chiefs of Police
  - PERF – Police Executive Research Forum
  - NAWLEE – National Association of Women Law Enforcement Executives
  - HAPCOA – Hispanic American Police Command Officers Association
  - NOBLE – National Organization of Black Law Enforcement Executives
  - NAPOA - National Asian Peace Officers Association
- **Website and Social Media Campaign:** Mosaic Public Partners provides a comprehensive social media marketing campaign that includes custom graphics, eye-catching photos and distribution on LinkedIn and Facebook accounts to share the position with potential candidates. Social media posts are crafted at several points throughout the recruitment process. In addition, partners and recruiters share Mosaic Public Partners blog and social media posts on their respective LinkedIn accounts. Mosaic Public Partners will also highlight the position on our website with a blog post, listing in our "Upcoming Career Opportunities" and ultimately on our "Careers" page once the position is open.
- **Direct Outreach:** The search consultants have an extensive candidate network across the nation. These networks will be leveraged to identify and recruit candidates that appear well matched to the candidate profile.
- **Indirect Outreach:** By using the same candidate networks, Mosaic Public Partners can seek nominations from other leading public sector executives who often provide excellent insight into rising talent.
- **Researched Outreach:** Using the search strategy as a guide, Mosaic Public Partners will apply innovative technologies to find and recruit candidates that may not have been identified through other methods.

Each potential candidate is personally engaged by the search consultants, and many hours are typically spent answering questions and providing information to candidates to minimize any barriers that may be a discouragement.

CANDIDATE SCREENING AND EVALUATION

The search consultants perform an initial evaluation of candidates based upon their submitted materials. Candidates who are well aligned with the candidate profile, along with all internal candidates, are interviewed via videoconference to further evaluate their qualifications and suitability for the position.

Candidates who are well matched to the candidate profile are identified and a thorough Internet and news search is conducted to help understand each candidate's public persona, as well as to ensure that any items that may be seen as controversial are known and understood.

SELECTION

PRESENTATION OF CANDIDATES

During a meeting with the City, the search consultants will present the candidates that submitted interest in the position. The meeting will be facilitated by Mosaic Public Partners' innovative client portal which provides the City with direct access to all candidate materials. From this meeting, a small group of candidates is invited to participate in the selection process.

SELECTION PROCESS

Having previously designed the selection process collaboratively with the City, the search consultants will provide on-site facilitation of the interviews. A typical interview process for an executive recruitment may involve multiple interview panels which represent community and staff perspectives. Mosaic Public Partners will design and provide tailored interview materials for all interview panels and ensure the City retains the completed materials for records retention needs.

Customarily, this initial round of interviews will reduce the field of candidates to a smaller number who are then invited for a second interview with the City Manager and others, if desired. The search consultants are not on-site for this second interview unless it occurs in conjunction with the first interview.

BACKGROUND AND FINAL QUALIFICATION

Once the City has identified its candidate of choice, the search consultants will perform a thorough background check of the candidate, accompanied by a series of consultant-driven reference checks that seek input from people with a variety of perspectives to the candidate.

NEGOTIATION

Mosaic Public Partners will negotiate on the City's behalf to succeed in reaching an agreement with the selected candidate. Across earlier candidate conversations, the search consultants attempt to ensure the candidate's salary and benefit expectations are in accord with the City's to prevent surprises at this critical culmination of the recruitment.

CLOSEOUT COMMUNICATIONS

Throughout the search process, Mosaic Public Partners maintains professional communications with all candidates involved. We realize that we are representing the City of South Pasadena throughout the recruitment and ensure that each person we interact with is left with a favorable impression of the City. In this final communication, we inform all candidates who were not selected of their status and the City's appreciation for their interest.

EXECUTIVE SEARCH TIMELINE

At the beginning of each search engagement, Mosaic Public Partners meets with clients to collaboratively craft a work plan and timeline that best aligns with our client's needs. Our consultants will suggest best practices and share examples from prior engagements to tailor a process that is thoughtful and well communicated.

The typical duration of a traditional search project is 12-17 weeks. Additionally, the selected candidate will customarily need to provide 30-days for notice and transition, if selected from outside of the organization. This brings the total duration to approximately 16-21 weeks.

A customized timeline will be crafted in collaboration with the City during the first step of the search engagement. We are confident that we can deliver a successful search effort that meets the needs of the City of South Pasadena.

The following timeline represents the typical key milestones of an executive search, including tasks and approximate durations.

KICKOFF

Project Management — **1–2 Weeks**
Pre-kickoff meeting: project schedule, stakeholder analysis, communication methods, collection of background material

Candidate Profile Development
Client input meetings, stakeholder input meetings
Drafting and layout of candidate profile

OUTREACH

Outreach and Recruiting — **4-6 Weeks**
Advertising strategy and campaign. Candidate research and identification
Seek nominations. Recruit candidates

Candidate Screening and Evaluation — **2 Weeks**
Paper screening. Screening interviews. News and internet research

SELECTION

Presentation of Candidates — **1 Week**
Client meeting to review candidates and select those to advance. Candidate updates

Selection Process — **2-3 Weeks**
Consult and design interview process
Facilitation of on-site interview process, typically 4-7 candidates

Background and Final Qualification — **1-2 Weeks**
Background investigation and thorough reference checks for finalist candidate

Negotiation — **1 Week**
Negotiation with final candidate
Assistance with offer letter and employment agreement

Closeout Communications — **Concurrent**

PROJECT TEAM

If awarded the search, both Founders and Managing Partners of the firm will serve on the project team, supported by the firm's Business Support Manager, Administrative Services Manager, Research Associate, Recruitment Support Specialist, and a Graphic Designer.



GREG NELSON

FOUNDER & MANAGING PARTNER

For the better part of a decade, Mr. Nelson has led a successful executive search practice for a national search firm. In his role, Mr. Nelson has successfully recruited public sector executives on a national scale for a diverse array of fields and positions. His work has included positions with intense community interest, high levels of stakeholder involvement, and those with political sensitivities.

In the first twenty years of his career, Mr. Nelson served leadership roles in municipal government where he was known for his progressive and principled leadership. Under his tenure, the City increased employee engagement, citizen satisfaction (amongst the highest in a national survey), and made drastic improvements in the labor-management climate. He created public-private partnerships that allowed for superior levels of service during budget shortfalls, while enhancing relationships with stakeholders in the community. Additionally, he has provided expert testimony for state and local legislative bodies. Mr. Nelson was a co-founder of a municipal Human Rights Committee, engaging businesses and citizens in workshops and community dialogue on diversity and social equity issues, in and out of the workplace.

Mr. Nelson holds a Master's degree in Public Administration from the University of Illinois-Springfield with a graduate certificate in Public Sector Labor Relations.

As a founder of Mosaic Public Partners, Mr. Greg Nelson leverages decades of experience in the public sector with many years of successful experience leading executive searches for a variety of client roles across the nation.



BRYAN NOBLETT

FOUNDER & MANAGING PARTNER

Bryan Noblett spent over 34 years working as a public safety leader in the Greater Sacramento Region. The majority of his career was spent working in leadership and executive level roles. Bryan placed a strong focus on staff development and on ensuring his organization was responsive to community needs throughout his career. He possesses a strong commitment to customer service and worked diligently as a municipal government executive to ensure his organization was focused on partnering with the community it served. In addition, Bryan is well-versed in labor negotiations and working collaboratively with labor groups to achieve successful outcomes. Bryan's passion for leadership development, talent assessment and public service led him to accept a position with a nationally recognized public sector search firm shortly after his retirement. Bryan holds a Bachelor's degree in Criminal Justice, a Master's degree in Organizational Leadership and has attended several prestigious professional development courses.

As a long-time contributor to city executive teams, Bryan possesses a thorough understanding of all areas of public sector leadership. He spent the last 4 years partnering with municipal clients and communities across the country by assisting them in recruiting talented leaders to serve as Police Chiefs, City Managers, Chief Financial Officers, and other executive-level leadership positions. Bryan deeply values his connections with people, which has led to several outstanding placements and ongoing relationships with clients and candidates alike.

As a founder of Mosaic Public Partners, Bryan is very excited to focus on client needs and work with candidates to place today's public leaders.

COST OF SERVICES

Our flat fee to provide executive search services as outlined in this proposal for the position of Chief of Police is **$27,500**. The flat fee includes both professional services and consultant expenses related to the aforementioned work plans. These expenses include graphic design, a single round of advertising, consultant travel, administrative support, printing, postage, technology, and educational verification and background check on the selected candidate.

Invoicing will be in four installments:

1. Upon Execution of the Professional Services Agreement: $8,250
2. After Presentation of Candidates: $8,250
3. After Initial Interviews: $8,250
4. After Accepted Offer of Employment: $2,750

Included in the flat fee is one consultant trip to facilitate candidate interviews. All other consultant meetings will be conducted via video conference. Additional consultant trips, if requested, shall be supplementally invoiced at $1,500 per day, per consultant plus consultant travel expenses. Any additional expenses will be invoiced at the end of the project and are supplemental to the flat fee. Candidate travel expenses shall be the responsibility of the City of South Pasadena.

This cost proposal and professional search services referenced herein are valid for 60 days from date of submittal.

OPTIONAL SERVICES

MARKET COMPENSATION STUDY

Should the City wish to better understand the competitive compensation landscape for the position, Mosaic Public Partners will conduct a market compensation study. This includes research and analysis of total compensation packages for comparable roles in peer agencies, with a focus on base salary, incentives, and key benefits. A summary report detailing the findings and recommendations will be provided to assist the City in determining an appropriate and market-aligned salary. The fee for a market compensation study is **$2,000**.

GUARANTEE

Mosaic Public Partners offers an industry-standard one-year guarantee on our full search process. If, within a one-year period after appointment, the selected candidate in a search voluntarily resigns or is dismissed for cause, Mosaic Public Partners will conduct another search effort without

additional fees for professional services. The City would be expected to reimburse the firm for all actual expenses incurred, which are approximately 30% of the flat fee and could include advertising costs, background checks, and consultant travel. This guarantee does not apply to the appointment of internal candidates or to candidates selected over the expressed objection(s) of the consultants.

If a placement is not made in the first search attempt, Mosaic Public Partners will conduct a second search effort with no charge for professional services. The City would be expected to pay for all actual expenses incurred in furtherance of the second search effort which could include advertising costs, background checks, and consultant travel.

Mosaic Public Partners will never actively recruit our placement while they are employed with the City of South Pasadena.

INSURANCE

Mosaic Public Partners maintains the following insurance coverage:

Errors and Omissions/Professional Liability	$2,000,000
General Liability/Commercial	$2,000,000
Automobile Liability (hired/non-owned)	$1,000,000
Workers Compensation	$1,000,000
Data Breach Liability	$2,000,000

CANDIDATE PROFILE

CITY OF ARROYO GRANDE, CA – CHIEF OF POLICE



CHIEF OF POLICE

CITY OF ARROYO GRANDE, CALIFORNIA

Recruitment Services Provided By

MOSAIC PUBLIC PARTNERS



The Opportunity

The City of Arroyo Grande offers an exciting career opportunity to a collaborative, progressive, and transparent law enforcement leader who is looking to make a lasting impact in a supportive community and dynamic organization. The Arroyo Grande Police Department enjoys a trust-based relationship with its residents, and the internal organizational culture is widely viewed as healthy. Arroyo Grande is seeking a Chief of Police that will position the organization for success through continual improvement, innovation, relationship building, and dedication to staff development.

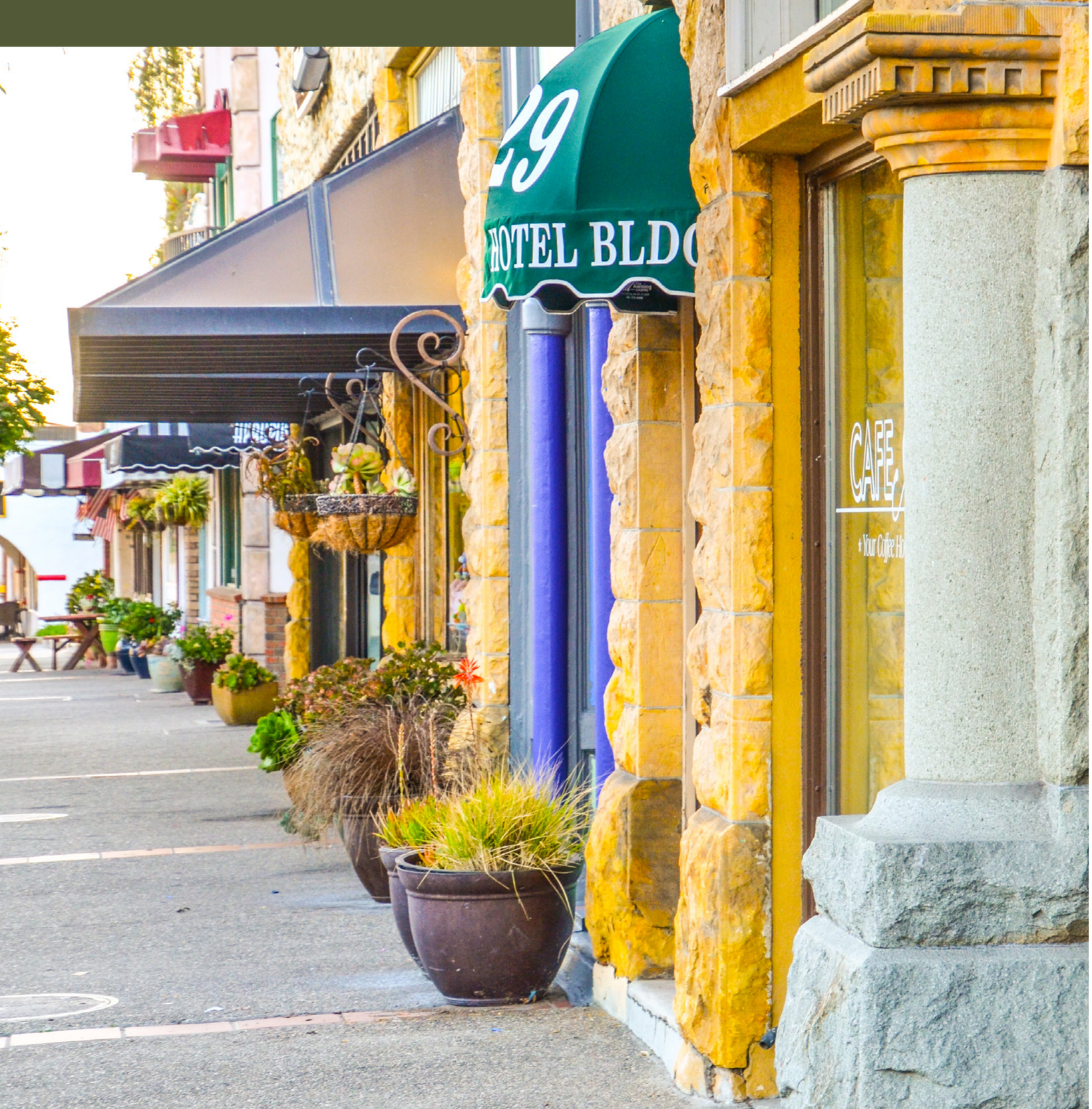
About Arroyo Grande

Arroyo Grande, incorporated in 1911, is located on the California Central Coast midway between Los Angeles and San Francisco. Located in San Luis Obispo County, the City is 5.45 square miles with a population of over 18,000 residents. Nestled between the Pacific Ocean, beautiful foothills, lakes, and world-class wineries, the City boasts fine homes, excellent schools, and a thriving agricultural and tourism-based economy.

Downtown Arroyo Grande, or the "Village" as locals call it, is the quaint heart of the city. The walkable downtown has antique shops in old Victorian buildings, farm-to-table eateries and watering holes, and exhilarating outdoor exploration. In the middle of the village overlooking Arroyo Grande Creek is the historic Swinging Bridge, which is owned and maintained by the City. Constructed in 1875, it spans a total length of 171 feet, is suspended 40 feet above the creek, and is the only one of its kind in California.

The City prides itself on its beautiful array of parks, open space, and multiple community facilities. From the many parks to the sports complexes to the wildlife preserve, the City of Arroyo Grande encourages a strengthened community and improved psychological health. Each year, the Harvest Festival and Summer Concerts in the Park Series draw crowds of visitors seeking an old-fashioned good time.

Arroyo Grande is one of the cities on the central coast known as the "Five Cities," which includes Grover Beach, Oceano, Pismo Beach, and Shell Beach or Halcyon. Known for its Mediterranean climate, summers are warm and dry with an average temperature of 70 degrees. Meanwhile, winters are mild with an average temperature between 50 and 60 degrees.



City Government

The City of Arroyo Grande is a general law city, operating under the City Council/City Manager form of government. The five-member City Council consists of the directly elected Mayor and four City Council Members. The mayor is elected to a two-year term and the Council Members are elected to serve four-year overlapping terms from districts. The Council appoints the City Manager and the City Attorney.

Arroyo Grande is a full-service city, with police, streets, engineering, planning, building, parks, recreation, water, and sewer services. Fire services are provided through the Five Cities Fire Authority, a joint powers authority established between the City of Arroyo Grande and the City of Grover Beach. The City's General Fund budget for FY 2024-25 is $25.1 million.

Despite its easy-going coastal charm, Arroyo Grande takes pride in investing in the City's future, investing in the City's infrastructure and facilities, and investing in its people. To demonstrate this, voters in the 2024 General Municipal Election passed Measure E-24, an increase in the City's sales tax by 1% for the next ten years, generating approximately $6,000,000 annually to provide funding for City services, such as fixing potholes, maintaining city streets, sidewalks, parks, aging infrastructure, and community facilities; providing local fire protection, police, and 9-1-1 emergency services; cleaning up litter/graffiti, and addressing homelessness.

The Police Department

The Arroyo Grande Police Department is responsible for maintaining public order and safety, enforcing the law, and preventing, detecting, and investigating criminal activities. The Police Department is led by the Chief of Police and is supported by two Commanders who oversee two bureaus, Support Services and Patrol Services. Support Services consists of investigations, neighborhood services, records, property and evidence, regional SWAT, and a School Resource Officer. Patrol Services consists of patrol operations, traffic, and the Explorer Post. The Police Department has a current fiscal year budget of $6.7 million which supports 31 full time employees, 28 of which are sworn peace officers.

Department Mission Statement: The mission of the Arroyo Grande Police Department is to maintain the public peace, safeguard lives and property, and to provide for a quality of life whereby those persons within the City of Arroyo Grande have a sense of security and freedom in their daily activities. To achieve these ends, the Arroyo Grande Police Department will maintain the capability to provide a superior level of law enforcement and related services which are appropriate and timely. Specifically, the Arroyo Grande Police Department will maintain a viable proactive organization, which recognizes and effectively responds to current and future community needs, and which makes maximum use of available resources, personnel, and technology.

$6.7M
Operating Budget

31 FTE
Employees







The Position

The Chief of Police is appointed by and reports directly to the City Manager. As the general manager and chief administrative officer of the Police Department, the Chief plans, organizes, directs, manages, and oversees activities and operations including law enforcement, crime prevention, investigation, patrol, communication/dispatch, records management and traffic regulation programs to ensure the most effective and responsive use of financial, capital and human resources in the provision of police services to the public. Some of the essential functions of the Chief of Police include:

- Assuming full management responsibility for all Police Department law enforcement services and activities delivered by the Department.
- Managing the development and implementation of Police Department goals, objectives, strategic and long-range planning, policies and priorities for assigned programs and providing direction, leadership, and support for their implementation.
- Establishing, within City policy, appropriate service and staffing levels; monitoring and evaluating the efficiency and effectiveness of service delivery methods and procedures; and allocating resources accordingly.
- Reviewing and analyzing crime statistics and new developments in law enforcement and legislation to ensure that police service is provided in an effective and efficient manner.
- Preparing or delegating responsibility for preparing media releases and conferring with media representatives regarding police activities and operations.
- Serving as the City's Assistant Director of Emergency Services during emergency and/or disaster situations.
- Training, motivating, and evaluating Police Department personnel; providing or coordinating staff training; working with employees to correct deficiencies; implementing discipline and termination procedures; and participating in and supporting the professional development of staff.
- Overseeing and participating in the development and administration of the Police Department budget.
- Representing the Police Department to other City departments, elected officials and outside agencies; and ensuring as appropriate the coordination of Police Department activities with those of other departments and outside agencies and organizations.
- Overseeing the contract associated with the outsourced dispatch services.

Challenges & Opportunities

The next Chief of Police in Arroyo Grande will be presented with a few known challenges and opportunities in which to excel, including:

- The successful candidate will have an opportunity to enhance community and regional law enforcement partnerships. A collaborative nature and big-picture focus will position the next Chief for success in this critical area. Local law enforcement partnerships with the Grover Beach and Pismo Beach Police Departments are particularly important to effectively serve the region.

- The next Chief of Police will have the chance to join a high-performing City executive team and will enjoy much support as a new member of that team. The Chief will collaborate with peer directors on several ongoing multi-disciplinary projects which will require solid working relationships. A strong collaborator is desired to complement the existing team.

- While the current labor/management relationship is a good one, the next Chief will need demonstrated experience in a unionized work environment.

- As is the case in law enforcement organizations across the nation, a tremendous opportunity awaits the next Chief in terms of succession planning and mentoring that will position the Police Department for future success.



Ideal Candidate

The ideal candidate for the Chief of Police in the City of Arroyo Grande will possess certain traits and experiences that will lead to success:

- A personable, approachable leader who is highly visible inside the department and community.
- Demonstrated experience in technology enhancements and fostering a culture of innovation that improves public safety and service delivery.
- A commitment to succession planning by mentoring, developing, and recognizing future leaders within the department.
- A collaborative style and commitment to working with City leadership, external partners, and allied agencies.
- The successful candidate will possess a transparent and communicative nature that instills trust both inside and outside the organization.



Qualifications

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

Education: A Bachelor's degree from an accredited college or university with major course work in criminal justice, police science, public administration or a related field. A Master's degree is highly desirable.

Experience: Ten (10) years of law enforcement experience as a sworn Police Officer or in a similarly qualified position. The ten (10) years shall include two (2) years in a permanent management or command-level position.

Training: Successful completion of advanced command/management training such as the California POST Command College, FBI National Academy, the Northwestern University School of Police Staff and Command, the Southern Police Institute, the PERF Senior Management Institute for Police, or the California Police Chief's Association's Executive Leadership Institute at Drucker are highly desirable.

Licensure: Possession of, or ability to obtain, and maintain a valid California driver's license and possession of, or eligible to possess, a valid California POST Management certificate or the equivalent from the training commission in another state recognized by California POST.

Salary & Benefits

The City of Arroyo Grande will offer a highly competitive salary and benefits package to its next Chief of Police, which considers the candidate's qualifications and track record of career success. The salary range for the position of Chief of Police is **$188,464 to $229,079** annually*. Placement in the range will be dependent on the successful candidate's experience and work history. Additional benefits include:

CalPERS Retirement System: Classic members receive 3% @ 50 or 3% @ 55 (depending on prior job history with a Public Retirement Agency). PEPRA members receive 2.7% @ 57. The City of Arroyo Grande participates in Social Security.

Deferred Compensation: Option to contribute to a 457(b) plan available through Mission Square Retirement. Effective July 4, 2025, the City will contribute a match up to $3,000 per year for department directors. Upon successful completion of 10 years of service to the City, members of the management group are eligible for an additional $500 annual employer contribution*.

Insurance: A monthly City of Arroyo Grande contribution ranging from $917.92 (employee only) to $2,257.88 (family) with which employees can purchase health (CalPERS), dental (Delta PPO), and vision (VSP) insurance is provided*. If the cost of selected plans exceeds the allowance provided by the City, the balance will be paid by the employee as a pre-tax paycheck deduction.

Annual Leave: Management employees accrue Annual Leave with pay to be used as leave for vacations, illnesses, and other personal purposes. The amount of leave accrued is based on years of service as follows:

- Less than 5 years – 232 hours per year
- 5 to 10 years – 248 hours per year
- 10 to 15 years – 264 hours per year
- Over 15 years – 272 hours per year

Holidays: 13 fixed holidays and 1 floating holiday are provided.

Vehicle: The Chief is assigned a take home City vehicle.

Uniform Allowance: The City provides annual cash allowances for ancillary uniforms and equipment items for the Chief of Police.

Life and AD&D Insurance: Life insurance equal to the employee's annual salary, not to exceed $50,000 is provided by the City.

*If approved by the City Council on June 10th, the salary and benefit information noted with the asterisk above will take effect on July 4, 2025.





Application & Selection Process

To be considered for this position, interested candidates must submit a cover letter and résumé no later than **Monday, June 30, 2025**, at:

www.mosaicpublic.com/careers

This recruitment will be handled with strict confidentiality. References will not be contacted until mutual interest has been established.

CONFIDENTIAL INQUIRIES ARE WELCOMED TO:

Bryan Noblett | bryan@mosaicpublic.com | (916) 550-4100
Greg Nelson | greg@mosaicpublic.com | (916) 550-4100

IMPORTANT DATES:

Deadline to apply and be considered:	Monday, June 30, 2025
Candidates selected for interviews:	Week of July 7, 2025
In-person interviews for finalists:	Week of August 4, 2025
Estimated start date for new Chief:	Mid-September 2025

The City of Arroyo Grande is an equal opportunity employer.

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FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR EXECUTIVE SEARCH SERVICES

THIS AMENDMENT ("Amendment") is made on this 21st day of May 2025, by and between the CITY OF SOUTH PASADENA ("CITY") and MOSAIC PUBLIC PARTNERS, LLC. ("CONSULTANT').

RECITALS

WHEREAS, on April 17, 2025, the CITY and CONSULTANT entered into an Agreement for PROFESSIONAL SERVICES ("Agreement") for CONSULTANT to perform Assistant City Manager/ Chief Financial Officer Executive Search Services for the City; and

WHEREAS, the original Agreement was in the amount of $27,500, for Assistant City Manager/ Chief Financial Officer Executive Search Services ; and

WHEREAS, the CITY desires to execute an Amendment to increase the total contract in an amount not to exceed $27,500, for a new aggregate total of Agreement and Amendments sum total of $55,000, and amend the scope of work to include Public Works Director Executive Search Services; and

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

1. That Section 1 "Search Engagement" is amended to include Public Works Director Executive Search Services, and include the attached Proposal, Exhibit A .

2. That Section 4 "Compensation" of the Agreement is hereby amended to read as follows:

   "As full compensation for the Consultant's professional services performed hereunder, the Client shall pay the Consultant the flat amount of Fifty- Five Thouseand Dollars ("flat fee"). Expenses included in the flat fee include graphic design, advertising, consultant travel, administrative support, printing, postage, technology, and educational verification and a background check on the selected candidate. The proposal includes the costs associated with one consultant trip to facilitate candidate interviews in South Pasadena, CA. All other meetings and interviews will be conducted by videoconferencing unless otherwise stated in this

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agreement. All work products provided to the client will be electronically transmitted."

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

"City"
City of South Pasadena

By: Signed by: Todd Hileman 5CF386AC460044B... _____
Signature

Printed: Todd Hileman

Title: City Manager

Date: 5/22/2025

"Consultant"
Mosaic Public Partners LLC

By: Signed by: Greg Nelson EBEAEA33F7E7408... _____
Signature

Printed: Greg Nelson

Title: Founder and Managing Partner

Date: 5/22/2025

Attest:

By: Signed by: Hector Gomez 8C28A8A8EFB14A7... _____
Hector Gomez, Chief City Clerk

Date: 5/28/2025

Approved as to form:

By: DocuSigned by: Roxanne Diaz A7800E5CA8A241F... _____
Roxanne M. Diaz, City Attorney

Date: 5/22/2025

Docusign Envelope ID: 8F24844C-A894-4ADC-B79D-37E53F7DCF5D

www.mosaicpublic.com
(916) 550-4100

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200 Gateway Drive, #1908
Lincoln, California 95648

May 12, 2025

Todd Hileman, City Manager
City of South Pasadena
1414 Mission Street
South Pasadena, CA 911030

Re: Proposal to Provide Executive Search Services – Public Works Director

Dear Mr. Hileman:

Mosaic Public Partners is pleased to have the opportunity to present our qualifications and approach to your search needs for the position of Public Works Director. Mosaic Public Partners was founded on the principles of providing higher levels of innovation and client collaboration to complement the tried-and-true principles of executive search. By using private-sector technologies and search methodologies, we deliver a better client experience and results, while staying within the constraints of the public sector. We pride ourselves on our speed, agility, thoroughness, and client communications.

Members of our project team are seasoned public sector executives who have a true passion for the work of public agencies. We understand the challenges that public agencies face and their unique needs. Our consultants have conducted well over 300 executive searches across the United States, bringing both experience and a national perspective on current trends and issues. This has allowed us to develop an extensive network of executives as potential candidates that we will deliver to the City. If selected, both principals of the firm will lead this recruitment.

As a California based business, we take great pride in partnering with public agencies in California to provide the best executive leaders. Having the combined networks of our professional recruiters would provide the City of South Pasadena with a robust candidate generation, along with significant experience and perspectives on municipal leadership in California. We believe this aspect, along with our proven track record of successful recruitments, makes Mosaic Public Partners the ideal executive search partner.

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After reviewing our proposal, please contact us at (916) 550-4100 if you have questions or need additional information. We look forward to hearing from you and hope to have the opportunity to work with you on this important recruitment.

Best Regards,

Greg Nelson
Founder and Managing Partner
greg@mosaicpublic.com

Bryan Noblett
Founder and Managing Partner
bryan@mosaicpublic.com

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About the Firm

Placing today's public leaders is our mission. Aligning the right candidates with the right opportunities helps our clients to build effective teams. We enjoy building relationships with the people involved in our searches, whether it is the candidates, hiring managers, team members or stakeholders. Establishing meaningful connections with those involved in our search processes is the basis from which we derive our success as a trusted partner and client-focused search firm.

We are seasoned public sector executives who have profound respect for the work of public agencies. We are passionate about placing today's public leaders, which enables public agencies to deliver exemplary leadership to their constituents.

Work Plan and Timeline

At the beginning of each search engagement, Mosaic Public Partners meets with clients to collaboratively craft a work plan and timeline that best aligns with our client's needs. Our consultants will suggest best practices and share examples from prior engagements to tailor a process that is thoughtful and well communicated.

For internally focused positions, such as Public Works Director, we may recommend using a dynamic timeline where the searches are posted as open until filled/apply immediately. This would allow us to bring talent for review and selection faster in these competitive candidate markets.

The typical duration of a fixed search project is 12-17 weeks. Additionally, the selected candidate will customarily need to provide 30 days for notice and transition, if selected from outside of the organization. A customized timeline will be crafted in collaboration with the City during the first step of the search engagement.

The following timeline represents the typical key milestones of an executive search, including tasks and approximate durations.

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Kickoff	1	**Project Management** Pre-kickoff meeting: project schedule, stakeholder analysis, communication methods, collection of background material	1-2 weeks
	2	**Candidate Profile Development** Client input meetings, stakeholder input meetings Drafting and layout of candidate profile	
Outreach	3	**Outreach and Recruiting** Advertising strategy and campaign Candidate research and identification Seek nominations Recruit candidates	4-6 weeks or Dynamic
	4	**Candidate Screening and Evaluation** Candidate material screening Screening interviews News and internet research	2 weeks
Selection	5	**Presentation of Candidates** Client meeting to review candidates and select those to advance Candidate updates	1 week
	6	**Selection Process** Consult and design interview process Facilitation of on-site interview process, typically 4-7 candidates	2-3 weeks
	7	**Background and Final Qualification** Background investigation and thorough reference checks for finalist candidate	1-2 weeks
	8	**Negotiation** Negotiation with final candidate Assistance with offer letter and employment agreement	1 week
	9	**Closeout Communications**	Concurrent

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Project Team

If awarded the search, both Founders and Managing Partners of the firm would serve on the project team, supported by the firm's Business Support Manager, Administrative Services Manager, Research Associate, Recruitment Support Specialist, and Graphic Designer.

Greg Nelson, Founder and Managing Partner



For the better part of a decade, Greg led a successful executive search practice for a national search firm. In his role, he has successfully recruited public sector executives on a national scale for a diverse array of fields and positions. His work has included positions with intense community interest, high levels of stakeholder involvement, and those with political sensitivities.

In the first twenty years of his career, Mr. Nelson served leadership roles in municipal government where he was known for his progressive and principled leadership. Under his tenure, the City increased employee engagement, citizen satisfaction (amongst the highest in a national survey), and made drastic improvements in the labor-management climate. He created public-private partnerships that allowed for superior levels of service during budget shortfalls, while enhancing relationships with stakeholders in the community. Additionally, he has provided expert testimony for state and local legislative bodies. Mr. Nelson was a co-founder of a municipal Human Rights Committee, engaging businesses and citizens in workshops and community dialogue on diversity and social equity issues, in and out of the workplace.

Mr. Nelson holds a Master's degree in Public Administration from the University of Illinois-Springfield with a graduate certificate in Public Sector Labor Relations.

As a founder of Mosaic Public Partners, Greg leverages decades of experience in the public sector with many years of successful experience leading executive searches for a variety of client roles across the nation.

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Bryan Noblett, Founder and Managing Partner



Bryan Noblett spent over 34 years working as a public safety leader in the Greater Sacramento Region. Most of his career was spent working in leadership and executive level roles. Bryan placed a strong focus on staff development and on ensuring his organization was responsive to community needs throughout his career. He possesses a strong commitment to customer service and worked diligently as a municipal government executive to ensure his organization was focused on partnering with the community it served. In addition, Bryan is well-versed in labor negotiations and working collaboratively with labor groups to achieve successful outcomes. Bryan's passion for leadership development, talent assessment and public service led him to accept a position with a nationally recognized public sector search firm shortly after his retirement. Bryan holds a Bachelor's degree in Criminal Justice, a Master's degree in Organizational Leadership and has attended several prestigious professional development courses.

As a long time contributor to city executive teams, Bryan possesses a thorough understanding of all areas of public sector leadership. He spent the last 5 years partnering with municipal clients and communities across the country by assisting them in recruiting talented leaders to serve as Police Chiefs, City Managers, Chief Financial Officers, and other executive-level leadership positions. Bryan deeply values his connections with people, which has led to several outstanding placements and ongoing relationships with clients and candidates alike.

As a founder of Mosaic Public Partners, Bryan is excited to focus on client needs and work with candidates to place today's public leaders.

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Cost of Services

Our flat fee to provide executive search services as outlined in this proposal for the position of Public Works Director is **$27,500**. The flat fee includes both professional services and consultant expenses related to the aforementioned work plan. These expenses include graphic design, a single round of advertising, consultant travel, administrative support, printing, postage, technology, and educational verification and background check on the selected candidate.

Invoicing will be in four installments:

1. Upon Execution of the Professional Services Agreement: $8,250
2. After Presentation of Candidates: $8,250
3. After Initial Interviews: $8,250
4. After Accepted Offer of Employment: $2,750

The flat fee is based upon one consultant trip for the search team to facilitate candidate interviews. All other client meetings will be conducted via videoconference or teleconference. If additional consultant trips are requested, they will be invoiced at $1,500 per day, per consultant, plus actual travel expenses. Any additional expenses will be invoiced at the end of the project and are supplemental to the flat fee. Candidate travel expenses shall be the responsibility of the City.

Guarantee

Mosaic Public Partners offers the industry-standard one-year guarantee on our full search process. If, within a one-year period after appointment, the selected candidate voluntarily resigns or is dismissed for cause, Mosaic Public Partners will conduct another search effort without additional fees for professional services. The City would be expected to reimburse the firm for all actual expenses incurred, which are approximately 30% of the flat fee, which are approximately 30% of the flat fee and could include advertising costs, background checks, and consultant travel. This guarantee does not apply to the appointment of internal candidates or to candidates selected over the expressed objection(s) of the consultants.

If a placement is not made in the first search attempt, Mosaic Public Partners will conduct a second search effort with no charge for professional services. The City would be expected to pay for all actual expenses incurred in furtherance of the second search effort which could include advertising costs, background checks, and consultant travel.

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Mosaic Public Partners will never actively recruit our placement while they are employed with the City.

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(916) 550-4100

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200 Gateway Drive, #1908
Lincoln, California 95648

Professional Services Agreement

This Agreement is made by and between the City of South Pasadena, CA ("the Client") and Mosaic Public Partners LLC ("the Consultant"), a California Limited Liability Company.

1. **Search Engagement**. The Client agrees to engage the Consultant to perform those services described below, for completion of the project described as follows: Assistant City Manager/Chief Financial Officer Executive Search Services ("the Search").

2. **Services**. The Consultant agrees to perform certain services necessary for completion of the Search, which services shall include, without limitation, the following:
   a) Kickoff Meetings, Position Analysis and Consultation
   b) Candidate Profile Development to include client and stakeholder meetings via videoconference
   c) Advertising Campaign
   d) Candidate Identification and Recruitment
   e) Candidate Screening Interviews and Assessment
   f) Resume Review and Recommendations
   g) Facilitation of Interviews
   h) Client/Finalist Interviews
   i) Final Interview Assistance
   j) Background Investigation and Detailed Reference Checks
   k) Assist with Negotiations
   l) Follow-up Correspondence

3. **Relationship**. The Consultant is an independent contractor and is not to be considered an agent or employee of the Client.

4. **Compensation**. As full compensation for the Consultant's professional services performed hereunder, the Client shall pay the Consultant the flat amount of Twenty Seven Thousand Five Hundred Dollars ("flat fee"). Expenses included in the flat fee include graphic design, advertising, consultant travel, administrative support, printing,

postage, technology, and educational verification and a background check on the selected candidate. The proposal includes the costs associated with one consultant trip to facilitate candidate interviews in South Pasadena, CA. All other meetings and interviews will be conducted by videoconferencing unless otherwise stated in this agreement. All work products provided to the client will be electronically transmitted.

5. **Compensation for Additional Services**. In the event the Client requires services in addition to those described in Paragraph 2, the Consultant shall be compensated at the Consultant's standard hourly rates for professional services plus reimbursement of expenses as follows:
    - Onsite community, staff, or stakeholder forums: $1,500 per day/per consultant, plus expenses
    - Additional on-site meeting days: $1,500 per day/per consultant, plus expenses
    - Additional background checks: $250/candidate
    - Additional reference checks: $750/candidate
    - Other services: $250/hour or $1,500 per day per consultant plus applicable expenses

6. **Method of Payment**. The Client will be invoiced in 4 (four) payments as follows:
    - Upon Execution of this Agreement – $8,250 (Eight Thousand Two Hundred Fifty Dollars)
    - After Presentation of Candidates – $8,250 (Eight Thousand Two Hundred Fifty Dollars)
    - After Candidate Interviews – $8,250 (Eight Thousand Two Hundred Fifty Dollars)
    - Upon Accepted Offer of Employment – $2,750 (Two Thousand Seven Hundred Fifty Dollars)

    Invoices shall be submitted to the following individual or department in the Client organization:

    Invoicing/Billing Contact/Email:
    City Manager's Office
    Aimee Gibbs
    agibbs@southpasadenaca.gov

7. **Term**. The term of this agreement shall commence on **April 17, 2025**, at which time the Consultant shall begin work on the Search and shall continue, subject to the termination provisions of Paragraph 9, until the date that the Consultant completes the Search. The time of completion of the Search is estimated to be 75 to 90 days (seventy-five to ninety days) from project initiation.

8. **Guarantee**. If, during the first year of employment, the new Assistant City Manager/Chief Financial Officer resigns or is dismissed for cause by the Client, the Consultant agrees to perform another search for an Assistant City Manager/Chief Financial Officer for no professional services fee. The Consultant shall be entitled to reimbursement of expenses described above and incurred during such search. This guarantee does not apply to the appointment of internal candidates or to candidates selected over the expressed objection(s) of the consultants. Should the initial outreach efforts not result in a successful placement, the Consultant will conduct a second outreach effort with no charge for professional services. The Client would be expected to pay for all incurred expenses which could include advertising costs, background checks, and consultant travel.

9. **Termination**. This agreement may be terminated: (a) with ten (10) days prior written notice by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; or (b) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional service fees and for expense reimbursement to the date of termination.

10. **Insurance**. The Consultant shall maintain in force during the term of the agreement, Comprehensive General Liability Insurance with the General Commercial Liability, including Personal Injury; Automobile Liability Insurance, including Non-Owned and Hired Liability; and Workers' Compensation and Employers' Liability Insurance. Such insurance shall be in amounts reasonably satisfactory to the Client.

11. **Hold Harmless**. The Consultant shall be responsible for its acts of negligence, and the Client shall be responsible for its acts of negligence. The Consultant agrees to indemnify and hold the Client harmless from any and all claims, demands, actions and causes of action to the extent caused by the negligent acts of the Consultant, its officers, agents and employees, by reason of the performance of this agreement. This indemnity shall not be construed to require indemnification of others.

12. **Miscellaneous**.

a) The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.

b) Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the Client.

c) This agreement shall be modified only by a written agreement duly executed by the Client and the Consultant.

d) Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.

e) This agreement shall be governed by and construed in accordance with the laws of the state of California.

f) All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

APPROVED:

Mosaic Public Partners LLC

By: Gregory R. Nelson

Name Printed: Greg Nelson

Title: Founder and Managing Partner

Date: 4/17/2025

200 Gateway Drive #1908
Lincoln, California 95648
(916) 550-4100
Website: *www.mosaicpublic.com*

City of South Pasadena, CA

By: Todd Hileman

Name Printed: Todd Hileman

Title: City Manager

Date: 4/17/2025

1414 Mission Street
South Pasadena, CA 91030
(626) 403-7210
Website: *southpasadenaca.gov*

City Council Agenda Report

ITEM NO. 24

DATE: August 20, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Nick Kimball, Assistant City Manager/ Chief Financial Officer
Alma Medina, Assistant to the City Manager

SUBJECT: **CONSIDERATION OF APPROVAL OF A PROPOSED AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH NIDO DE HUEVOS, LLC., TO INCREASE THE CONTRACT AMOUNT IN THE AMOUNT OF $34,000, FOR A NEW TOTAL NOT TO EXCEED OF $63,400 AND EXTEND THE TERM DATE THROUGH SEPTEMBER 30, 2025 FOR ACCOUNTING ASSISTANCE SERVICES**

Recommendation

It is recommended that the City Council consider approve the proposed amendment to the Professional Services Agreement with Nido de Huevos, LLC., in the amount of $34,000, for a new total not to exceed contract amount of $63,400 and extend the term end date through September 30, 2025 to continue providing accounting assistance services to the City.

Executive Summary

The City has utilized the services of Nido de Huevos LLC to provide supplemental accounting support to address workload demands, reconcile complex financial transactions, and assist in resolving outstanding audit and payroll matters. The consultant's expertise has been essential in sustaining Finance Department operations during staffing shortages, ensuring timely and accurate financial processes, and preventing disruptions to core services.

This amendment will provide funding to continue services through the end of September, allowing the City to maintain stability while recruitment for permanent staff is underway and while remaining accounting clean-up work is completed. Once the Finance Department is fully staffed and accounting records are current and reconciled, these contracted services will no longer be required.

Background

In August 2025, the City entered into a professional services agreement with Nido de Huevos LLC to provide specialized accounting assistance, in the amount of $29,400, with a term end date of August 31, 2025. Since the start of the engagement, the consultant has performed detailed reconciliations of legacy financial records, assisted in preparing schedules and supporting documentation for the City's annual audit, provided guidance on correcting payroll reporting discrepancies, and supported both month-end and year-end closing processes to ensure compliance with accounting standards.

These services have been critical in stabilizing the City's financial operations during a period

of staffing transitions and increased workload. Without this support, the Finance Department would have faced significant delays in completing required financial tasks, potentially impacting compliance, reporting deadlines, and operational continuity. The proposed amendment will allow the consultant to continue providing accounting support to the City to finalize the June 30, 2024 Annual Comprehensive Financial Report (ACFR) and prepare for the June 30, 2025 audit through September 30, 2025.

Analysis
The City continues to experience significant workload demands in the Finance Division, including the completion of the annual audit, grant compliance reporting, and the resolution of payroll corrections. The Consultant from the firm has brought immediate, high-level accounting expertise that has allowed the City to sustain daily operations while also addressing complex and time-sensitive projects. The consultant's specialized knowledge of governmental accounting standards and best practices has helped prevent service disruptions, improve accuracy in financial reporting, and maintain compliance with regulatory requirements.

With the initial stabilization efforts complete, the consultant is now positioned to focus on completing accounting clean-up tasks, implementing process improvements, and strengthening internal controls. These steps will ensure that when permanent Finance staff are in place, they will be able to assume full responsibility for accurate and timely financial operations. Once the department is fully staffed and the accounting records are current, the need for contracted accounting services will be phased out, and the City will transition to relying solely on in-house resources.

Fiscal Impact
If approved, the amendment in the amount of $34,000 will be funded through salary cost savings from the vacant Senior Accountant position in the Finance Department, from Account No. 101-3010-3041-8020-000.

Key Performance Indicators and Strategic Plan
The proposed amendment is in alignment with the City Council Goal No. 1, Finance, to work towards accurate financial reporting and budgeting.

Attachment:
Attachment No. 1 -Proposed Amendment
Attachment No. 2 - Professional Services Agreement

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

THIS AMENDMENT ("Amendment") is made on this 20th day of August, 2025, by and between the CITY OF SOUTH PASADENA ("CITY") and NIDO DE HUEVOS, LLC. ("CONSULTANT').

RECITALS

WHEREAS, on August 6, 2025, the CITY and CONSULTANT entered into an Agreement for PROFESSIONAL SERVICES ("Agreement") for CONSULTANT to perform Accounting Assistance services for the City; and

WHEREAS, the original Agreement was in the amount of $29,400, for the Scope of Services; and

WHEREAS, the CITY desires to execute an Amendment to increase the total contract in an amount not to exceed $34,000, and extend the term through September 30, 2025. The aggregate total of Agreement and this Amendment is a sum total of $63,400; and

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

1. That Section 3.4 "Maximum Amount" of the Agreement is hereby amended to read as follows:
   "Maximum Amount": The highest total compensation and cost payable to CONSULTANT by CITY under this agreement. The Maximum Amount under this Agreement is Sixty-Three Thousand Four Hundred Dollars ($63,400).

2. That Section 3.6 "Termination Date" of the Agreement is hereby amended to read as follows:
   "Termination Date": September 30, 2025

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

"City" City of South Pasadena	"Consultant" Nido de Huevos, LLC.
By:_____ *Signature*	By:_____ *Signature*
Printed: Todd Hileman	Printed: Brad Farmer
Title: City Manager	Title: Consultant
Date:_____	Date:_____

Attest:

By:_____
Mark Perez, Acting Chief City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne M. Diaz, City Attorney

Date:_____

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PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of South Pasadena /Nido de Huevos, LLC)

1. IDENTIFICATION

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

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: _Accounting assistance. _____.

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": Assist the City with clean-up of the Fiscal Year 2024-25 financial records as directed by the Assistant City Manager/Chief Financial Officer.

3.2. "Agreement Administrator": The Agreement Administrator for this project is Nick Kimball, Assistant City Manager. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

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3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit A and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is twenty-nine thousand four hundred Dollars ($29,400).

3.5. "Commencement Date": August 4, 2025.

3.6. "Termination Date": August 31, 2025.

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,

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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. Brad Farmer 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

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as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.

6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit A. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit *A*. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.

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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.

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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: [Accounting Assistance]
- 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: $1,000,000 per occurrence, $2,000,000 aggregate

- General Liability:
  - General Aggregate: $2,000,000
  - Medical Expense (any 1 person) $ 15,000

Consultant shall obtain workers' compensation insurance if required by the State of California. 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. P**rofessional 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.

12.7. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

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12.8. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

12.9. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.

12.10. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Nick Kimball, Assistant City Manager, South Pasadena, CA 91030.

12.11. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

12.12. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.

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12.13. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.

12.14. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

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

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

13. MUTUAL COOPERATION

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

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

14. NOTICES

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

If to City	If to Consultant
Nick Kimball, Assistant City Manager	Brad Farmer
City of South Pasadena	Nido de Huevos, LLC
1414 Mission Street	135 Sydney Cv.
South Pasadena, CA 91030	Saint Johns, FL 32259
Telephone: (626) 403-****	(925) 234-6142

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Facsimile: (626) 403-7241

With courtesy copy to:

Roxanne Diaz
South Pasadena City Attorney
Richards, Watson & Gershon
350 S. Grand Avenue, 37th Floor
Los Angeles, CA 90071
Telephone: (213) 626-8484
Facsimile: (213) 626-0078

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.

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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.

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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.

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18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

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

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

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

"City"
City of South Pasadena

Signed by: Todd Hileman
5CF386AC460044B...
By: _____
Signature

Printed: Todd Hileman

Title: City Manager

Date: 8/4/2025

"Consultant"
Nido de Huevos, LLC

Signed by: Brad Farmer
562FEB78F38A47D...
By: _____
Signature

Printed: Brad Farmer

Title: Consultant

Date: 8/4/2025

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Attest:

By: DocuSigned by: Mark Perez 8C28A8A8EFB14A7...

Mark Perez
Acting Chief City Clerk

]
Date: 8/6/2025

Approved as to form:

By DocuSigned by: Roxanne M. Diaz A7800E5CA8A241F...

Roxanne Diaz, City Attorney

Date: 8/4/2025

Docusign Envelope ID: 70AAAA95-4108-4C78-B1C3-3B0D56FB181E

PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES

(City of South Pasadena /Nido de Huevos, LLC)

Exhibit A – Fee Structure

Hourly rate of $175.00 – includes all costs both direct and indirect including labor. All hours will be billed at a flat hourly rate and no overtime rates shall apply regardless of the number of hours worked.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/04/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Next First Insurance Agency, Inc.
PO Box 60787
Palo Alto, CA 94306

CONTACT NAME:
PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No):
E-MAIL ADDRESS: support@nextinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Next Insurance US Company	16285
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Nido de Huevos, LLC
135 Sydney Cv
Saint Johns, FL 32259

COVERAGES **CERTIFICATE NUMBER:** 763425578 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		NXTJHQKYX4-00-GL	08/04/2025	08/04/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000.00 $100,000.00 $15,000.00 $1,000,000.00 $2,000,000.00 $2,000,000.00 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability (Errors & Omissions) CLAIMS-MADE			NXTT9C3J7W-00-PL	08/04/2025	08/04/2026	Per Claim Limit: Aggregate Limit: Per Claim Deductible:	$1,000,000.00 $2,000,000.00 $2,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is South Pasadena. This Certificate Holder is an Additional Insured on the General Liability policy on a primary and non-contributory basis. General Liability coverage applies for Accountant operations. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER
South Pasadena
1414 Mission St
South Pasadena, CA 91030

LIVE CERTIFICATE
Click or scan to view

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Ann Ryan

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City Council Agenda Report

ITEM NO. 25

DATE: August 20, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Nick Kimball, Assistant City Manager/ Chief Financial Officer
Alma Medina, Assistant to the City Manager

SUBJECT: **CONSIDERATION OF APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR A COMPREHENSIVE USER FEE STUDY AND COST ALLOCATION PLAN, IN THE TOTAL NOT TO EXCEED OF $41,200**

Recommendation

It is recommended that the City Council consider approval of the proposed Professional Services Agreement with Willdan Financial Services, for a comprehensive user fee study and cost allocation plan, for a total amount not to exceed of $41,200.

Executive Summary

As a matter of best practice, the City should review and update fees for service and the allocation of administrative and overhead costs across departments. The goal is to ensure that fees charged for services and the allocation of costs across departments are equitable, transparent, and compliant with applicable laws and best practices. It has been several years since the City last undertook a User Fee Study and Cost Allocation Plan (CAP). This has lead to central service cost distribution methods being outdated and potentially limiting the City's ability to recover allowable costs from other funds. An updated CAP and user fee study is an essential financial management tool that enables the equitable allocation of indirect costs, ensures compliance with state and federal cost reimbursement guidelines, and improves transparency in budgeting.

The City has previously engaged Willdan Financial Services (Willdan) for similar services under a task order; this action will formalize the engagement in a professional services agreement format, providing clarity in scope, schedule, and compensation. It should be noted that the task order was executed in January 2025 and expired in July 2025. However, no work had been conducted by the firm to date.

Background

A Cost Allocation Plan is a financial tool that distributes indirect overhead costs such as administration, information technology, human resources, and facility expenses to the various City programs and departments that benefit from those services. By identifying and allocating costs accurately, the City can ensure that each program bears its fair share of indirect costs, which supports budget transparency, compliance with grant requirements, and informed decision-making on user fees and service charges. Without a formal CAP, these indirect costs can be inconsistently or inaccurately assigned, making it more difficult to fully understand the

cost of delivering services or to set appropriate fees.

The City has not completed a comprehensive CAP in recent years, and an updated plan is essential to ensure that cost allocations align with current operations, staffing levels, and service demands. Willdan Financial Services has extensive experience working with public agencies to develop cost allocation plans that meet governmental accounting standards and support sustainable fiscal practices.

Previously, the City issued a task order to Willdan to begin CAP services. While this approach allowed work to begin promptly, converting the engagement into a professional services agreement ensures that the project is governed by a complete contract that outlines expectations, performance standards, and proper procurement compliance.

Analysis

Willdan Financial Services is a public finance consulting firm that provides advisory and technical services to government agencies nationwide, including cities, counties, special districts, and school districts. The firm's services include utility rate and cost-of-service studies, development impact fee analyses, municipal bond compliance, financial planning, economic and real estate analysis, and administration of special financing districts. With experience serving over 600 public agencies across nearly 40 states, Willdan Financial Services offers expertise to assist agencies in developing sound financial strategies, ensuring regulatory compliance, and supporting long-term fiscal sustainability.

Willdan Financial Services was initially engaged by Public Works through the Departments competitively bid on-call service contracts. However, due to the nature of the services, staff recommends formalizing the work through a professional services agreement that provides a clear framework for completing the full scope of both the CAP and User Fee Study.

Willdan Financial Services will provide the City with an essential financial management tool, allowing for greater accuracy, fairness, and transparency in cost distribution The engagement of Willdan Financial Services provides the City with specialized expertise to conduct a comprehensive User Fee Study in addition to updating the CAP. These two tools work together to ensure the City's financial practices are both equitable and sustainable, which is an effort the Department is prioritizing.

A CAP identifies and allocates administrative and overhead costs across City departments and programs. By doing so, it ensures that each department or program bears its fair share of indirect costs. This is crucial for transparency, accurate budgeting, and compliance with federal and state grant requirements. A robust CAP allows the City to defend its cost allocations if audited and ensures that departments are not unintentionally subsidizing others, supporting more informed policy and operational decisions.

The User Fee Study will evaluate the fees charged to residents and businesses for City services to determine whether they reflect the actual cost of providing those services. Many local government services such as recreation programs, permitting, and licensing, have fees that partially or fully offset the cost of service delivery. Conducting a formal User Fee Study ensures that fees are set based on actual costs, legal considerations, and community expectations, while maintaining equity across service users. This process also identifies opportunities to adjust fees where necessary, ensuring financial sustainability and reducing the burden on the City's general fund. This structured approach ensures:

1. **Comprehensive Evaluation:** Both indirect costs and user fees are analyzed in detail, creating a complete picture of the City's financial operations.
2. **Informed Decision-Making**: Updated CAP and fee structures allow City leadership to make data-driven policy decisions regarding service funding, subsidies, and revenue generation.
3. **Legal and Regulatory Compliance:** Ensures that user fees and cost allocations comply with applicable laws and best practices, reducing the risk of legal challenges or audit findings.
4. **Financial Sustainability**: Helps the City maintain long-term fiscal health by aligning service costs with revenue streams, preventing unintended deficits.

Together, the User Fee Study and CAP provide a critical foundation for sound financial management.

Fiscal Impact
If approved, the agreement will be funded through Account No. 101-3010-3041-8170-000 (Finance- Professional Services).

Attachment:
Attachment No. 1 - Proposed Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of South Pasadena /Willdan Financial Services)

1. IDENTIFICATION

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

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: User Fee Study and Cost Allocation Plan consultant services.

2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. DEFINITIONS

3.1. "Scope of Services": Exhibit A, attached hereto.

3.2. "Agreement Administrator": The Agreement Administrator for this project is Nick Kimball, Assistant City Manager/ Chief Financial Officer. 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 part of Exhibit A and incorporated herein by this reference.

This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Forty One Thousand Two Hundred Dollars ($41,200).

3.5. "Commencement Date": Upon execution of this agreement.

3.6. "Termination Date": Upon completion of the scope of work.

4. TERM

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

5. CONSULTANT'S DUTIES

5.1. **Services**. Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

5.2. **Coordination with City**. In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.

5.3. **Budgetary Notification**. Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.

5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.

5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of

Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.

5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Willdan Financial Services 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: User Fee Study and Cost Allocation Plan consultant services
- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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 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. Pr**ofessional 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: Nick Kimball, Assistant City Manager/ Chief Financial Officer, 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

Nick Kimball
Assistant City Manager/ CFO
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7230

If to Consultant

Chris Fisher
Vice President/ Director
Willdan Financial Services
27368 Via Industria, Suite 200
Temecula, CA 92590
Telephone: (951) 587-3500

With courtesy copy to:

Roxanne Diaz
South Pasadena City Attorney
Richards, Watson & Gershon
350 S. Grand Avenue,
37th Floor Los Angeles, CA 90071
Telephone: (213) 626-8484
Facsimile: (213) 626-0078

15. SURVIVING COVENANTS

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

16. TERMINATION

16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.

16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.

16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.

17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.

17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.

17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

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

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

18. GENERAL PROVISIONS

18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.

18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.

18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.

18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the

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

18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

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

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

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

"City" City of South Pasadena	"Consultant" Willdan Financial Services
By:_____ *Signature*	By:_____ *Signature*
Printed: Todd Hileman	Printed: Chris Fisher
Title: City Manager	Title: Vice President/ Director

Date:_____ Date:_____

Attest:

By:_____
Mark Perez
Acting Chief City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

August 14, 2025

Mr. Nick Kimball
Assistant City Manager/Chief Financial Officer
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

Email: nkimball@southpasadenaca.gov

Re: Proposal to Conduct a Comprehensive User Fee Study and Cost Allocation Plan for the City of South Pasadena

Dear Mr. Kimball,

As you know, cities throughout California consistently contend with limited financial resources to address competing priorities and objectives, while striving to maintain high standards of service to their communities. Processes and staffing often evolve as staff seek efficiencies and more cost-effective service models; or sometimes practices change out of necessity in response to events such as the recent pandemic. Considering this, ***it is critical that the City of South Pasadena ("City") confirm that its fees for requested services are updated to reflect current practices, account for the true cost of providing City services, incorporate provision for overhead rates and costs related to indirect support, and maximize appropriate cost recovery. This will help ensure that the revenues generated by fees cover the cost of those services to the greatest extent possible, ensure effective use of the City's financial resources and enhance fiscal sustainability.*** City Staff, and ultimately the City Council, need a clear understanding of standards, service levels and the associated costs. Recognizing this, the City has responded by soliciting proposals for a Comprehensive User Fee Study and Cost Allocation Plan.

Willdan Financial Services ("Willdan") is uniquely qualified to assist the City of South Pasadena with this update, following are specific advantages that Willdan brings to the City for these studies:

Experience with the City of South Pasadena — Willdan is privileged to be working with the City on the Development Impact Fee project that is in its early stages. We will bring the same level of professionalism and expertise, and understanding of the City, to this proposed engagement, and take advantage of our knowledge of the City and relationships with staff to quickly and effectively initiate the study, gather data and information, and clarify questions.

Extensive Local Experience with Similar Projects for Southern California Cities — Willdan has worked with cities near South Pasadena, and throughout Southern California, on Cost Allocation and User Fee projects with objectives very similar to those for this study. ***Our unique local knowledge will help us bring valuable perspective and knowledge of other local cities' approach to fees and their policies on fee setting and subsidies and assist us in conducting meaningful and efficient fee comparisons to South Pasadena***. Recent and ongoing studies include the Cities of West Hollywood, Burbank, El Monte, Los Alamitos, Lynwood, Stanton, Montebello, Arcadia, Pomona, Indian Wells, Palm Desert, Claremont, Chino Hills, Chino, and Fontana.

Collaborative Approach, Proven Results and User-friendly Models and Reports — Willdan prides itself on working closely with City staff to develop an approach that is targeted toward your specific objectives and reality, and then working together with you to gather first-hand information regarding the processes and tasks required to provide services to those requesting them. ***This is a distinct advantage we will bring in our approach with the City of South Pasadena. A collaborative approach ensures we clearly understand your goals and challenges, and just as importantly, you understand the process and the results.***

Our Cost Allocation methodologies and models have been reviewed and approved by Cognizant Agencies such as the US Army and recently, the US Department of Housing and Urban Development, providing evidence of our thorough and defensible approach to the development of Cost Allocation strategies.

We create user-friendly Excel-based models that the City can retain and conduct our analysis and develop the model collaboratively with City staff. Rather than using an inflexible proprietary software program, we construct our models from the ground up, mirroring the City's budget format wherever possible.

Created directly from the models, our reports clearly and graphically illustrate full and recommended levels of cost recovery and projections of revenue for fee programs, break down the costs into direct and indirect overhead categories, and present the fee methodologies.

Our approach is geared toward delivering work on schedule and presenting results at public meetings and council workshops to stakeholders and elected officials who typically do not want or need to see the deep detailed analysis. The Willdan Team is experienced at communicating complex analytical results in a manner that is easy to understand by non-finance-oriented individuals. We have coordinated or participated in numerous public and staff workshops regarding fees and cost of service-based charges.

Unique Combination of Services and Expertise/Public Engagement — Established in 1988, Willdan is a team of over 80 professionals who provide essential financial consulting services throughout California, and the United States. Willdan has provided the requested services to municipal clients for over two decades; and is the only firm providing these types of consulting services that also has a long history of providing contract staff support to public agencies for the delivery of municipal services. This direct experience as "agency staff" provides us with firsthand understanding of City operations and is uniquely useful in determining the full effort associated with service delivery and in developing a fee schedule that is easy to communicate and implement.

We are excited about this opportunity to serve the City of South Pasadena. To discuss any aspect of our proposal, please contact me; my contact information is provided in the table below.

Willdan Financial Services
Proposal Contact
Chris Fisher
Vice President / Director
27368 Via Industria, Suite 200 | Temecula, CA 92590
Tel #: (951) 587-3500 | Fax #: (951) 587-3510
Email: CFisher@Willdan.com

As a Vice President of Willdan Financial Services, I am authorized to bind the firm to the terms of this proposal, as well as the subsequent agreement.

Respectfully,

WILLDAN FINANCIAL SERVICES

Chris Fisher
Vice President / Director

Scope of Services

Project Understanding

Willdan Financial Services ("Willdan") understands that the City of South Pasadena ("City") has not updated its fees in many years and is seeking a Comprehensive User Fee Study and Cost Allocation Plan that will enhance fiscal sustainability and equitable distribution of financial resources within the community, align fees and charges with the cost of providing the services, while promoting transparency, fairness, and responsible financial management. Based on guidance from the City, Willdan's overall objective is to provide recommendations to the City for updated and/or new fees that recover the cost of providing various services to the community to the best extent possible, in order to reduce the burden on the General Fund of paying for them.

Given our experience, we have a clear understanding of the issues and concerns that are encountered with this type of project, and more importantly, how to address and overcome them and meet the City's objectives.

Key City matters and objectives that are addressed within our scope of services include the following:

- Meeting with City Staff to review existing fee schedules, conduct interviews and gather information necessary to understand the processes, operations, structure and staffing necessary for the City to provide services for which fees are charged;
- Conducting analysis that clearly identifies the full (100%) cost of providing services for which fees are charged, and ensuring that there is a reasonable relationship between these costs, the services being provided, and the recipients of these services – ***all to support compliance with Prop 26 and Prop 218***;
- Developing a well-documented Cost Allocation Plan for both full and OMB compliant purposes, which is flexible and able to accommodate changes in City structure, staffing and processes going forward, and which allows for inflation adjustments;
- Comparing costs of providing services with current cost recovery levels and evaluating and adjusting fees and charges to ensure they align with the cost of the services being provided by the City;
- Identifying and evaluating opportunities to develop and implement fees for services being provided for which fees don't currently exist;
- Identifying the amount of revenue being recovered based on current fee levels and activity levels, and projecting future estimates so that recommended fees recover appropriate amounts of revenue;
- Working with City Staff to develop meaningful recommendations for fee setting and subsidies where charging fees that represent full cost recovery may not be reasonable for policy or political reasons;
- Providing meaningful 'apples to apples' comparisons of key fees charged by the City of South Pasadena to other similar and/or nearby cities chosen in discussions between Willdan and City Staff. The comparisons will involve applicable fees for sample representative projects which the City could anticipate encountering;
- Providing the City with models that incorporate data and information used in developing updated fees, and allows for updates for CPI, new added personnel, updated time estimates and volumes, or other factors as necessary; and
- Preparing a report that clearly identifies services for which fees are charged, the cost of those services, current and recommended cost recovery levels, and fee amounts, and presenting the results in a way that is readily understood by decision makers.

The end products will include user-friendly Excel-based models, which City staff will retain, and which can be easily updated to add or remove services and/or costs, update budgets in future years, determine the proper allocation of expenditures, and on-going full cost of services provided by the City. Most importantly, we will ensure that the results and recommendations are clear and understandable, defensible, and easily implementable.

Rather than a costly and inflexible proprietary software, which can require expensive licensing fees, Willdan builds models utilizing Excel, from the ground up, employing the City's budget as the gauge. This model, which is then the City's to retain, gives City staff the control to make on-the-fly adjustments and updates.

We will meet directly with departmental representatives at the City at the beginning of the project, to discuss the approach and process for the studies. Discussions will include ways to combine tasks and efforts among the cost allocation plan and user fee study components to maximize efficiencies and ensure adherence to specified timelines.

The completion of a CAP is a key component and first step in the analysis necessary to calculate the cost of providing services. ***A well thought out CAP ensures that indirect costs associated with central overhead services, such as finance, human resources, or city clerk, are appropriately allocated to operating departments, and ultimately included as a cost component of fees for services***. We will work collaboratively with City staff to identify the overhead support services that are provided to operating departments in the City and develop a fair and defensible means of allocating these costs.

Our unique model allows us to provide a CAP that will also be compliant with 2 CFR Part 200 Federal regulations related to cost reimbursement and grant funding, formerly known as OMB A-87 and 2 CFR Part 225 guidelines, which have now been superseded by the Omni Circular. The new circular did not completely overhaul the guidelines, and the intent is still the same, but it did add new limitations to consider and incorporate into a compliant CAP.

For the Comprehensive User Fee Study, we will work directly with personnel at the City who provide services and interact directly with residents and customers, to understand the personnel and procedures involved. By carefully examining these processes, we will be able to identify associated costs such as direct staff costs (salaries and benefits) associated with personnel involved in the activities, and appropriate overhead allocations from both the department and city levels.

For a successful and effective engagement, it is important to have a thorough understanding of specific City policies and objectives, the structure and organization of the City, and the relationships between the central and operating departments. We bring years of successful experience working directly with hundreds of cities throughout California.

Willdan possesses the resources, practical experience, creative thinking, and collaborative consulting skills necessary to complete this important project. ***Key distinct advantages that Willdan brings to the City include the following:***

On-site Data Gathering

Our experience has taught us that working together, via face-to-face discussions, is the most efficient and thorough way to ensure that results are accurate, and that studies are completed in a timely manner, which again, is critical in this proposed engagement.

Consequently, through on-site interviews with your staff, Willdan will collect the majority of required data for studies. This method is better than the typical “time and motion surveys” that are provided to agency staff when studies like these are conducted. This process ensures that we gather the data we need in one coordinated step, rather than having to go through repeated follow-up and clarification.

This approach and the dedication of our staff will help ensure we meet the City’s timeline and objectives and provide important information to City staff and the Council as soon as possible.

Public Engagement

Our models and project approach are geared toward delivering our work on schedule and presenting our analysis results at public meetings and Council workshops. While we understand that the City Council and local business community may be generally supportive of increasing fees where necessary, it will be important to present recommendations to them in a way that clearly demonstrates the rationale and supporting analysis.

The Willdan Team is experienced at communicating complex analytical results in a manner that is easy to understand by non-finance-oriented individuals and facilitates discussion. Our proposed principal-in-charge for this engagement has coordinated or participated in numerous public and staff workshops regarding fees and cost of service-based charges. As previously mentioned, our objective is to provide useful, detailed information, and present recommendations to the City Council and public in a way that clearly demonstrates the rationale and supporting analysis. Our experience ensures that we can meet this objective.

User-friendly Models and Reports

Willdan prides itself on creating user-friendly Excel-based models that the City can retain and ***conducting our analysis and developing the models collaboratively with City staff.*** With City staff’s immediate input and collaboration, Willdan will design extremely flexible, intuitive Excel-based models. In the future, as the City assumes new responsibilities, modifies existing processes, and/or eliminates unnecessary services or programs, the models will be capable of adding or deleting funds, objects, departments, programs, staff positions, and activities. Willdan understands that issues facing the City are unique; consequently, we design our models to match your immediate and desired needs to ensure that end-results exceed staff expectations rather than using an inflexible proprietary software.

The model will be developed to allow the City to run “what-if” scenarios to address possible changes in staffing levels, working hours, etc.

These models are then the City’s to retain, after our services are completed, and allows for the creation of revenue projections, highlighting potential new revenues, and levels of subsidy.

A key element of these studies is presenting results and recommendations in a straightforward manner, which allows Council and staff to confidently make fee setting policy decisions and understand the impacts of those decisions. Rather than using an inflexible proprietary software program, we construct our models from the ground up, as previously discussed, mirroring the City's budget format wherever possible. As a result, the information contained in our models are easy for City staff to interpret, and the familiar software ensures ease of navigation.

As the models are being designed and constructed, we will work together with City staff to determine the best and most effective features to include.

After the project is completed, we will provide training, so that staff can independently and efficiently evaluate the effects of changes in certain factors. Created directly from the models, our reports clearly and graphically illustrate the full cost recovery level of fee programs and provide projections of revenue from fee programs.

Project Methodologies

The following describes our proposed approach, and work plan to prepare a Cost Allocation Plan and Comprehensive User Fee Study.

Cost Allocation Plan Methodology

The purpose of this cost allocation plan engagement is to ensure that the City of South Pasadena is maximizing the recovery of indirect costs from identified operating departments, as well as enterprise and other chargeable funds and capital projects. ***Furthermore, a sound cost allocation plan is a foundational element of a user fee study, ensuring that the full cost of providing services that is calculated for setting fees includes provision for internal overhead support.***

The Cost Allocation Plan is also integral in the development of internal hourly rates, including CIP billing rates. We will work closely with staff in identifying the proper balance of allocation factors appropriate for the City.

To achieve the maximum cost recovery objective, the City must have a method of identifying and distributing administrative costs that is fair, comprehensive, well documented, and fully defensible. A cost allocation plan coupled with comprehensive overhead rates will enable the City to achieve this goal.

The allocation models utilize an iterative method which is the most accurate allocation methodology. Unlike a direct or "step-down" methodology, an iterative method uses the chosen distribution bases and allocates central service costs iteratively until all allocable costs have been distributed. Using this method, the model can detail the allocation for each central function individually for complete transparency and accountability, while removing bias that might result from the order in which allocations occur in a step-down approach.

A direct methodology is essentially a one-iteration methodology, while a step-down method is typically only two iterations and is less precise and unable to accurately track the allocations from start to finish.

Approach for Managing the Project

Willdan's "hands-on" supervision of Cost Allocation Plan studies, include the following methods:

- **Effective Project Management —** Principal-in-Charge Chris Fisher will manage the entire project with an eye toward high responsiveness, while ensuring that all stakeholders are "on board" with the direction of the project, as well as with the final results. Mr. Fisher will ensure that regular status updates are provided to City staff, conference calls are scheduled, and that in-person meetings are conducted (as necessary).
- **Adherence to Time Schedule —** Willdan recognizes that the use of "timelines" is highly effective in meeting all required deadlines. To keep the project on schedule, there are several tasks that must be completed in a timely manner. Therefore, we will present a project timeline at the kick-off meeting that should be closely followed.

Although the establishment of an experienced project team and a detailed project timeline work extremely well in general, Willdan understands that outside influences can create uncontainable situations for everyone involved in the project. In rare circumstances like these, our team quickly adapts to changes, and communicates our recommended schedule adjustments to the City.

Approach in Communicating with the City

Willdan staff is accustomed to interfacing with local government councils, boards, staff, community organizations, and the public in general in a friendly and helpful manner; we are always mindful that we represent the public agency. We are sensitive to the need of delivering a quality product, with the highest level of service and professionalism.

Therefore, as the work on the project progresses, we understand that it will be necessary for our staff to work closely with you and City personnel. To accomplish this, we employ a variety of tools, including monitoring project status and budget costs; and ensuring effective communication through several options that are based on the City's preferences.

Experience with Development Service Processes

A unique aspect of our firm is our relationship with our Engineering Division. For many agencies throughout California and other Western states, this division provides contracted services in planning, engineering, and building and safety. When conducting cost recovery studies, we regularly consult with our engineering and land-development staff of experts on development-related issues. By working with our planners, engineers, and building officials, we understand development-related agency service procedures and workflow functions, which often make the entire user fee study process smoother for your staff.

Comprehensive User Fee Study Methodology

To comprehensively update fees, the City should develop a comprehensive user fee schedule that accurately accounts for the true cost of providing services. Once the study is complete, the fee study model must be flexible so that the City can add, delete, and revise fees in the future. To meet this goal, we will bring our expertise and unique perspectives to your fee study by approaching the project with these three principles:

1) Defensibility

Our user fee projects have not been legally challenged since the inception of this practice area in our firm. We have accomplished this by closely working with legal counsel familiar with user fee studies, our engineering division and with agency staff. In this way, we can tailor the correct approach to ensure full cost recovery combined with a sound and reasonable basis for each user fee you implement.

While Proposition 218 does not directly apply to non-property-related fees, we employ principles from this important constitutional article to make certain that your user fee schedule is developed with fairness, equity, and proportionate cost recovery principles in mind. With the addition of Proposition 26, Willdan will review each analyzed user fee for compliance and appropriateness to ensure continued defensibility.

2) Project and Staff Time

The City must have a sound and technically defensible fee schedule to ensure costs are appropriately recovered, as applicants approach the City for its services. Our standards and approaches serve to get to the issues of your fee study quickly.

Starting with the project kick-off, we will make certain that your staff understands the purpose and scope of the study and its corresponding on-site departmental interview. As Willdan is able to communicate directly with the service providers, this face-to-face interaction provides valuable time estimates.

3) Responsiveness

We take great pride in providing responsive service to our client agencies. Frequent communication is critical to a successful user fee study experience. We will provide a list of data requirements in advance of the project kick-off. Due to this simple step, the introductory meeting can focus on the survey input process, answering questions, determining policy goals, and defining next steps in the project. We will follow up weekly with you at each step in the fee study process to make sure that staff “buys in” to the fee study approach and results.

Comprehensive User Fee Study Approach

Our approach to preparing the user fee study and documentation for South Pasadena includes:

- Close coordination with your staff to devise a consensus approach. Different programs and/or different service delivery methods will necessitate different approaches.

We will discuss specific pros and cons with City staff as we determine which methods work best for each fee category;

- Strict adherence to key legal and policy issues with regard to user fees, including the percent of cost recovery that the City seeks to achieve. A user fee shall not be set higher than the reasonable cost of providing a fee-generating service. Our approach provides you with a fee schedule that achieves maximum legal cost recovery while ensuring that each fee is supported by technically defensible documentation; and
- Technical analysis necessary to ensure State compliance, and to anticipate and resolve potential policy issues using a combination of industry standards as well as City specific methods.

As described below, there are two basic approaches to calculating user fees:

Approach 1: Case Study Method

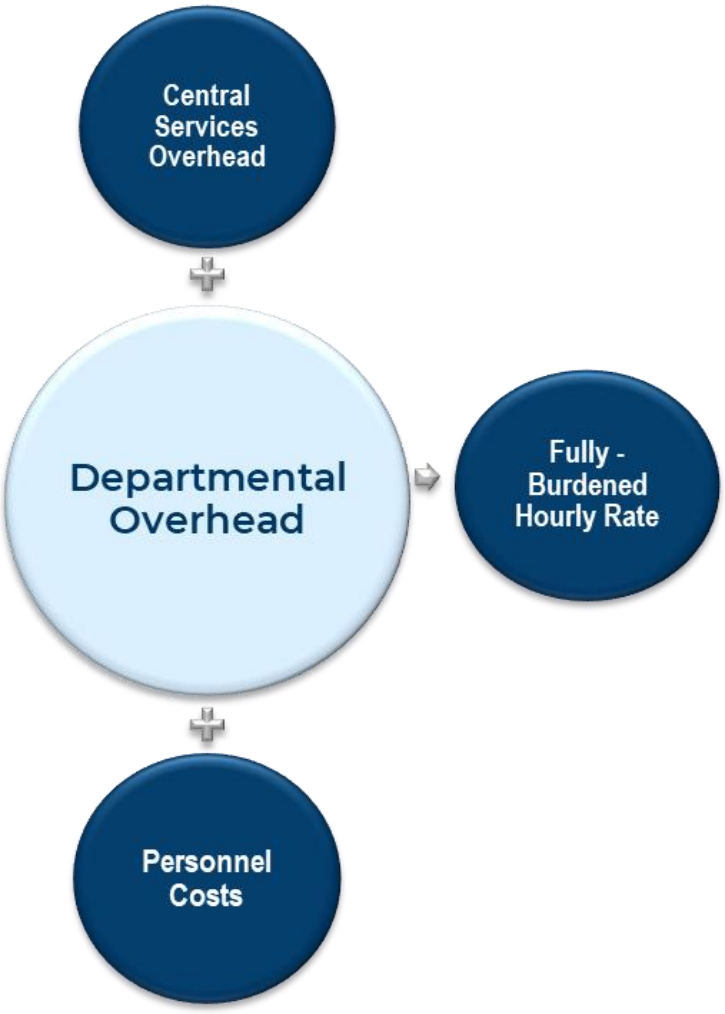
This is also sometimes referred to as a cost build-up approach. Using a time and materials approach, the "Case Study Method" examines the tasks, steps and City staff involved in providing a particular 'unit' of service, such as a permit review, and then uses that information to develop estimates of the actual labor and material costs associated with providing a unit of service to a single user. It is often used when a service is provided on a regular basis, and staff and other costs associated with the service can be segregated from available budget data.

A typical case study fee model should comprise the following three general cost layers:

1) Central Services Overhead: This category may involve such costs as labor, services, and supplies that benefit more than one department, division, or project. The exact benefits to specific areas are impossible to ascribe to a single activity. Examples are purchasing, human resources, and liability insurance. As part of the user fee study, these costs are calculated in the overhead cost review.

2) Department Overhead: This category may include expenses related to such items as office supplies, outside consultants, and membership dues. It may include management, supervision, and administrative support that are not provided to a direct fee-generating service. Typically, these items are charged, on an item-by-item basis, directly to the department, division, or project.

3) Personnel Costs: This category refers to direct salary and benefit costs of staff hours spent on providing a fee-generating service (e.g., on-site building inspector).



Approach 2: Average Cost Method

This is also sometimes referred to as a programmatic approach, because it looks at costs at a program level, and then allocates them to participants on an occurrence basis. By taking total service costs across a substantial sample period (a year) and dividing by the total number of service units delivered over that same period, costs per unit of service is estimated. This approach is useful when services or programs are provided in a more aggregate manner, where it might be difficult to identify a specific sequence of steps associated with one user or participant; or where it is not feasible to cost-effectively segregate costs associated with specific activities.

Scope of Work

Our proposed work plans, described in detail by task, are provided below. We will maximize efficiency and cost-effectiveness by combining meetings and data gathering efforts between the user fee study and cost allocation plan wherever possible. We explain how each task will be accomplished and identify associated meetings and deliverables. We will work in concert with the City to adjust scopes as needed during the course of the studies.

Cost Allocation Plan

This proposed scope of services addresses the completion of both the full and OMB compliant versions of the Cost Allocation Plan (CAP). We have noted where activities specific to the OMB compliant plan occur.

Task 1:	Initial Document Request
Objective:	Initial due diligence.
Description:	Prior to the kick-off call, relevant documentation will be obtained and reviewed in order to enhance our understanding of the City's current cost allocation plan and internal structure of the agency. A written request for specific data will be sent to the City. The data provided in this task will provide the building blocks for later model development. Our request may include (but is not limited to): ▪ Detailed budget and accounting data; ▪ Prior year's financial data, salary, position, and staffing data; ▪ Organizational structure; ▪ Prior cost allocation plan and/or user fee documentation and models; and ▪ Data related to various allocation bases that may be incorporated as part of the methodology, i.e., City Council agenda frequencies by department, AP/AR transactions by department, IT equipment distribution by department, etc.
Deliverables:	**Willdan:** Submit information request to City. **City:** Provide requested data to Willdan (prior to Task 2, Kick-off Call/Refine Scope). We will follow up with the City to confirm in writing the data that we have received, or which is still outstanding.

Task 2:	Kick-off / Confirm Project Strategy / Refine Scope
Objective:	Confirm project goals and objectives and develop overall project strategy. Identify and discuss policy considerations related to the study and determine appropriate fee categories.
Description:	Willdan will identify and discuss policy matters typically associated with these studies and address data gaps in order to gain a full understanding of the City's goals for the cost allocation plan. We will establish effective lines of communication and processes for information gathering and review, and conduct discussions with City staff to verify the scope, purposes, and objectives for the CAP. We will also discuss costs that may not be allocable for OMB purposes, and the potential impact on the OMB version of the CAP. During this call, we will ask that the City assign a project manager to serve as its primary contact. The selected City project manager will ensure that available data is provided to Willdan in a timely manner, thereby maintaining adherence to the project's schedule. We will obtain and review the current cost allocation methodology and discuss with City staff. The objective of this review is to determine specific areas of focus as they relate to the City's objectives, and to discuss and evaluate current and potential allocation factors.
Meetings:	One (1) project kick-off call/online meeting to initiate the project, discuss data needs and methodologies, and to address policy matters. We would propose to conduct the user fee study kick-off during this same meeting, to maximize efficiency and cost effectiveness of City staff and Willdan time.
Deliverables:	**Willdan:** If needed, a revised project scope and schedule. **City:** Provide further data requirements and select/introduce City's project manager.

Task 3:	Gather Staffing Information and Develop Cost Allocation Plan Model
Description:	This task involves the gathering of specific information, directly from City staff, through interviews and discussion, related to the functions served by indirect staff and the departments served by their activities. This task also focuses on the development of, and/or adjustment of existing, allocation bases, and the development and testing of a model that will ultimately be used to calculate the proper cost allocations derived from data gathered in prior tasks. The model will be developed to incorporate any recent changes in the provision of City services, identify the total cost of providing indirect overhead support services, fully allocate central service costs to operating groups such as Development Services, and will include provision for appropriate inflationary adjustments going forward. The model will also be developed to allocate only those costs eligible under 2 CFR Part 200. This is accomplished by loading relevant data into the model, identifying which costs are not allocable under the OMB guidelines. The OMB Super Circular compliant model is valuable as the City may receive Federal or State grant funding that mandates compliance with Federal OMB regulations. The model will include flexibility to add or delete support service and/or operating groups as changes occur and also the ability to adjust the model and the results annually for inflation, salary, and benefit increases, as well as contract rates. We will utilize budget and organizational information, and other required information gathered from City staff to complete the work in this task. Specific discussions will be held to discuss allocation bases, services provided by indirect groups, how central overhead services are provided to and utilized by other departments, cost categories and allocation criteria, and how these will factor into the overall cost allocation methodology. The model and methodology will produce indirect cost rates and overhead percentages which support the development of fully-burdened hourly City staff rates. These hourly rates can be used for a variety of purposes including incorporation into the User Fee Study's fully burdened personnel rates, billing to Capital Improvement projects work orders, recovery of costs for services provided to City customers working with various City departments, and in the OMB Super Circular compliant CAP, to Federal grants.
Meetings:	Online meetings with staff to understand structure and operations as model and allocation bases are developed. Key staff will be interviewed to best understand central overhead staffing and functions and the departments served.
Deliverables:	**Willdan:** One (1) user-friendly model in Microsoft Excel format that provides both a full cost allocation plan and an OMB Super Circular compliant cost allocation plan.

Task 4:	Test and Review Cost Allocation Methodology
Objective:	Test and review model and results with City.
Description:	The draft cost allocation plan model will be reviewed with City staff, and adjusted as necessary, to ensure that preliminary allocations provide an accurate depiction of how the central overhead costs should be borne by the operating programs and funds. Over the past several years, we have successfully integrated online meetings by using WebEx™ as an element to our approach. This allows us to remotely guide staff through the model review and allows you the opportunity to interactively change inputs and test approaches.
Meetings:	One (1) online meeting and demonstration with City staff to review the model.
Deliverables:	**Willdan and City:** Draft cost allocation plan model review.

Task 5:	Prepare and Present Draft Report
Objective:	Prepare the draft cost allocation report.
Description:	This task involves the draft report preparation. The cost allocation plan's background, model methodologies, and results will be discussed; calculations and supporting data will be presented textually and in easily understood tables and provided to the City.
Meetings:	One (1) online meeting to present the draft report to City staff.
Deliverables:	**Willdan:** Draft report for City review and input. **City:** Review of draft report, with comments, and edits.

Task 6:	Discuss and Revise Report
Objective:	Review of draft report, cost distribution methods, and model.
Description:	An in-depth review of the draft report and model will be conducted to arrive at an optimum allocation method for each expenditure type. Often, through the course of an engagement, comments usually revolve around issues of understandability; appropriate levels of enterprise funds' cost recovery, etc.; ease of calculation; and overhead costs' distribution methods. Our reports are structured to include both the overhead and OMB compliant plan, but in the course of review if a separate report is desired for each or just one of the plans, they will be split. Following a round of comments from City staff concerning the draft report, the final report will be prepared for presentation to the Council.
Meetings:	One (1) conference call with City staff to review the report with changes and revisions.
Deliverables:	Draft report, and revised draft/final report.

Task 7:	Prepare and Present Final Report and Model
Objective:	Prepare and present the final report to City Council. Educate City staff on the operation and use of the model for future modifications.
Description:	This task is the culmination of the cost allocation plan project. Based on staff comments on the draft report, Willdan will prepare the final report for presentation to City Council.
Meetings:	One (1) meeting with the City Council to present the final plan if necessary. This meeting would be held in conjunction with the presentation of the user fee study results. We will also provide staff training on the operation and use of the model, and consult with the City as needed to respond to challenges or questions related to the CAP.
Deliverables:	**Willdan:** Provide one (1) electronic PDF file copy of the final report and models (full and OMB Super Circular compliant); and five (5) bound copies, and one (1) unbound copy to the City, if requested. Using Microsoft Word and Excel, an updateable electronic copy of the study and models, as well as related schedules, will be provided on CD.

Comprehensive User Fee Study

Task 1:	Initial Document Request
Objective:	Initial due diligence; obtain study-related data.
Description:	Prior to the kick-off meeting, we will obtain and review relevant documentation to further enhance our understanding of the services, fees, and rates to be studied. A written request for data will be sent to the City. Please note that Time Survey data is not part of this request and will be gathered during the on-site interviews described in Task 5. We will request information and documentation on current fees and fee programs, activity levels, and budget and staffing information (to the extent not already available) related specifically to programs and activities which have associated fees, and for which the City has this level of detail.
Deliverables:	**Willdan:** Submit information request to City. **City:** Provide requested data to Willdan (prior to Task 3, Kick-off Meeting/Refine Scope). As with the cost allocation plan, we will follow up with the City to confirm receipt of requested data and information and highlight data elements that are outstanding.

Task 2:	Compile Inventory of Current and Potential Fees
Objective:	Willdan will identify a schedule of fees and methodology for calculating the fees.
Description:	Based on the results of the initial document request and independent research, incorporate into our model the existing fees, provided by the City, to comprise the parameters of the fee study.
Meetings:	It is possible that a conference call with the City may be necessary to discuss new fees to implement or existing fees that may no longer be required.
Deliverables:	**Willdan:** One (1) draft list of current fees based on initial data provided (to be discussed and finalized during the kick-off call). **City:** Review completed fee schedule with comments/revisions to be discussed during the kick-off meeting.

Task 3:	Kick-off Conference Call / Refine Scope
Objective:	Confirm goals and objectives for the Comprehensive User Fee Study. Identify and discuss policy considerations typically associated with a User Fee Study, for instance cost recovery/subsidy policies, address gaps in data, and refine appropriate existing or new fee categories (based on Task 2).
Description:	Verify our understanding of the City's goals, the City's cost-recovery policy for user fees, and to fill any gaps in data/information necessary for the project. It is important for the City and Willdan to identify and address any foreseeable problems and maintain open communication throughout the process. During this call, we will ask that the City identify a project manager who will serve as the primary contact for the project. The project manager shall have responsibility for ensuring that all available data is provided in a timely manner, thereby maintaining adherence to the project's schedule.
Meetings:	One (1) project kick-off call to initiate the entire project, discuss data needs, and address policy objectives. As mentioned in the cost allocation plan work plan, we suggest combining the kick-off calls to increase efficiency.
Deliverables:	**Willdan:** 1) Revised project scope and schedule (if needed); and 2) brief summary of policy decisions (if needed). **City:** 1) Provide further data needs; and 2) determine/introduce City's project manager.

Task 4:	Develop User Fee Model
Objective:	Develop and test model.
Description:	This task involves the development of the model ultimately used to calculate the departmental fees, based on data and information gathered in previous tasks and in the Time Survey Interviews. Key model inputs will include staff and allocated overhead costs per position, and relevant budget data on salaries and benefits. Most of this information will be developed during the cost allocation plan phase of this project and will be incorporated directly into the user fee model. We will request clarification and/or additional data if necessary. The model will build upon the cost allocation plan results, to provide an allocation of administrative and overhead costs to fee related activities and departments providing services to customers, so that fees and billable rate schedules incorporate applicable costs. Furthermore, the fees and rates charged to customers will also reflect the cost of the services being provided, to the extent possible given policy and/or political considerations.
Deliverables:	**Willdan:** One (1) user-friendly model in Microsoft Excel format, which, when finalized, City staff can use to calculate fee changes annually, or as often as deemed appropriate by the City Council.

Task 5:	Staff Interviews and On-site Information Gathering
Objective:	Meet with City staff to complete Time Surveys and understand service delivery processes.
Description:	In order to assist staff with the completion of the survey worksheets, we will schedule one-and-a-half (1.5) day of meetings with staff; however, the number of meetings needed may vary depending on the number of staff and departments involved. The Willdan Team will conduct interviews with supervisors/managers, as well as other staff, as deemed appropriate and/or necessary, from each department involved in the user fee study to determine the average time required by City staff to provide each of the services for which a fee is collected. The fee model is designed so that full cost recovery fees are calculated immediately upon input of staff time. These full costs are also compared to current cost recovery levels. This will allow Willdan and City staff to conclude with a final meeting to review the draft full cost recovery fees and adjust any times as necessary once all information has been compiled and input into the fee model. We will schedule the interviews with staff to minimize any disruption to their normal workflow.
Meetings:	One and-a-half (1.5) business day of meetings/staff interviews. These may be either in person, or virtual using Zoom or WebEx, or a combination depending on City Staff availability. We have received feedback that many cities find virtual meetings to be more efficient as they allow for more flexible scheduling and more focused conversation. We will discuss options with City Staff and proceed accordingly. Over the past three years we have used these tools very successfully and found them to be highly effective and efficient, particularly for follow-up questions and/or discussions.
Deliverables:	**Willdan and City:** Time surveys and draft full cost recovery fees.

Task 6:	Data Analysis and Final User Fee Schedule
Objective:	Incorporate information obtained from interviews and surveys to fully develop model.
Description:	We will update the model, based on information received during the surveys and interviews with City Staff, to generate a comprehensive user fee schedule. In addition, it is very common that a supplemental data request may be necessary, based on new fees identified that the City is not currently collecting. Where appropriate, we will suggest and discuss with staff alternate approaches to existing fee programs (i.e., building fees) and suggest potential areas where fees could be collected where they are not currently. We will calculate and present the full cost recovery level for fees, both current and projected under the new fees, and revenue projections, given certain assumptions about the levels of subsidy for different fees. Current levels of cost recovery will be compared to actual full costs calculated during the course of this study. Cost will be calculated at reasonable activity levels and include all appropriate direct and indirect costs and overhead. We will review fee programs for compliance with Propositions 218 and 26. In developing the fee schedules for each division, we will make recommendations for new fees where appropriate, based on our experience with other cities. Some areas for new fees may be due to changes in law (legalized cannabis), or for activities that the City finds itself performing regularly, but for which no fee is collected. Where possible, we will incorporate discussion of the City's economic development policies, and where these may intersect with fee programs, for instance setting fees in a manner that encourages certain activities. The user fee data analysis and model development may take three (3) to four (4) weeks with frequent correspondence with City staff to discuss current cost recovery amounts, necessary to recover full cost and frequency activity.
Meetings:	Virtual meetings, as necessary, to gather additional input, complete analysis and finalize fee schedule.
Deliverables:	Final user fee model for City Council presentation and discussion.

Task 7:	Common Fees Comparison
Objective:	Examine selected user fees charged by up to five (5) comparable cities in Los Angeles County or other jurisdictions that are close in proximity or similar to the City of South Pasadena.
Description:	We will access and use our knowledge of other jurisdictions to benchmark the City's five (5) most common visible fees or highest yielding fees with comparable jurisdictions. Fee schedules are rarely readily or directly comparable from agency to agency due to definitional and operational differences. For example, a grading permit in one jurisdiction may include the plan check service, while the same permit in another jurisdiction may not, resulting in similar sounding services with widely varying costs. For this reason, Willdan takes a selection of the City's most commonly used and/or highest yielding fees. The survey will contain the following, a comparison of common or similar fees and charges used by the City and other jurisdictions; current and proposed fees and charges unique to the City of South Pasadena; fees and charges used by other public entities not currently used in the City; and If possible, identify characteristics and processes unique to the City that account for significant variances in fees and charges used by other jurisdictions.
Deliverables:	**Willdan:** Recommendations provided in Task 8 will incorporate the data gathered during our examination.

Task 8:	Prepare and Present Draft Report
Objective:	Prepare draft report.
Description:	This task involves the preparation of the draft report that discusses the study's background, the methodologies utilized in the study, and the results and presentation to various stakeholder groups. As noted below, meetings may occur during this or the next task as appropriate. The calculations used to generate the user fee study will be included textually, as well as in easy to understand tables. Individual fee summaries by department and a comprehensive fee schedule will be included. The draft report will include the following: ▪ Key results and findings; ▪ Basic descriptions of each service; ▪ The full cost of each service at lowest reasonable activity level and current cost recovery levels;

- Costs broken down graphically into indirect and direct components, with a graphic display of the level of cost recovery;
- Fee recommendations with associate levels of cost recovery;
- Projections of potential fee revenue;
- Assessment of reasonableness of each City's costs;
- Review of reasonableness of current consultant cost structure (for Building Division services);
- As appropriate, recommend alternative methodologies for building permit fee calculation; and
- Summary and recommendations.

The objective of the report is to communicate the recommendation of appropriate fees, which include the appropriate subsidy percentage for those fees where full cost recovery may be unrealistic.

Meetings: One (1) conference call with City staff, to present draft results address questions and receive feedback.

Deliverables: **Willdan:** Draft report for City review and comment.

City: Review of draft report, with comments and edits.

Task 9:	Revise Draft Report/Determine Cost Recovery Levels for Recommended Adoption

Objective: Review of draft report and fee model.

Description: The goal of this task is to conduct an in-depth review of the draft report and model, incorporate feedback and changes as a result of previous discussions, and arrive at an optimum fee structure.

Often through the course of an engagement, City staff will volunteer insightful likes and dislikes regarding the existing fee structure. We listen to this feedback carefully because your staff members know the community best. Comments usually revolve around matters of:

- Understandability;
- Fairness to applicants;
- Ease of calculation;
- Appropriate levels of cost recovery; and
- Full cost recovery hourly rates.

When adjusting fee recovery levels, we believe it is important to address these concerns.

Following one (1) round of comments from City staff on the draft report and feedback from City staff, we will prepare the final report for presentation to the City Council.

Meetings: One (1) online demonstration (WebEx) to review the report and model, with any revisions.

Deliverables: Draft report, revised draft /final report.

Task 10:	Prepare and Present Final Report/Instruct Staff on Model

Objective: Prepare and present final report to City Council. Instruct staff on the operation and use of the model for future modifications.

Description: This task is the culmination of the entire project. Based on staff comments received regarding the draft report, we will prepare the final report for presentation.

Meetings: One (1) meeting with City Council to present the results and adopt the updated fee schedule. We will also provide staff training on the operation and use of the model on the same day, during regular business hours.

Deliverables: Provide one (1) electronic PDF file copy of the final report and models; and, if requested, provide five (5) bound copies, and one (1) unbound copy to the City. Using Microsoft Word and Excel, an updateable electronic copy of the study and models, as well as related schedules, will also be provided on CD.

City Staff Support

To complete our tasks, we will need the cooperation of City Staff. We suggest that the City of South Pasadena assign a key individual to represent the City as the project manager who can function as our primary contact. We anticipate that the City's project manager will: 1) Coordinate responses to requests for information; 2) Coordinate review of work products; and 3) Help resolve policy matters. Willdan will endeavor to minimize the impact on City Staff in the completion of this project.

We will ask for responses to initial information requests in a timely manner. If there are delays on the part of the City, we will contact the City's project manager to steer the project back on track. We will keep the City's project manager informed of data or feedback we need to keep the project on schedule.

Project Schedules

Willdan understands time is of the essence for the City of South Pasadena to begin this engagement. The schedules can only be met with the cooperation of City staff. Delays in responding to our requests for data and review will result in corresponding delays to the project schedule. If that is the case, we will notify the City immediately of the possible impact on the schedule.

Cost Allocation Plan

City of South Pasadena
Cost Allocation Plan
Project Schedule

Scope of Services	June				July					August				September				
	3	10	17	24	1	8	15	22	29	5	12	19	26	2	9	16	23	30
Task 1: Initial Document Request					⌘1													
Task 2: Kick-off / Refine Scope *(conference call)*						⌘2												
Task 3: Gather Staffing Information and Develop Model *(conference call)*									⌘3									
Task 4: Test and Review Cost Allocation Methodology *(conference call)*												⌘4						
Task 5: Prepare and Present Draft Report *(meeting)*														⌘5				
Task 6: Discuss and Revise Report *(conference call)*																⌘6		
Task 7: Prepare and Present Final Report/Instruct Staff on Model *(meeting)*																		⌘7

Deliverables:

- **⌘1:** Information Request
- **⌘2:** Revised Project Scope and Schedule *(if needed)*
- **⌘3:** User-friendly Model in Microsoft Excel
- **⌘4:** Draft Cost Allocation Plan Model Review
- **⌘5:** Draft Report
- **⌘6:** Revised Draft Report/Final Report
- **⌘7:** Final Report – Hard and Electronic Copies

Comprehensive User Fee Study

City of South Pasadena
Comprehensive User Fee Study
Project Schedule

Scope of Services	July					August				September					October				November				December				
	1	8	15	22	29	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	2	9	16	23	30
Task 1: Initial Document Request		⌘1																									
Task 2: Compile Inventory of Current and Potential Fees			⌘2																								
Task 3: Kick-off / Refine Scope *(web meeting/conference call)*			⌘3																								
Task 4: Develop User Fee Model						⌘4																					
Task 5: Staff Interviews and Information Gathering *(web meetings)*								⌘5																			
Task 6: Data Analysis and Final User Fee Schedule *(Web mtgs/conf calls)*															⌘6												
Task 7: Common Fees Comparison																		⌘7									
Task 8: Prepare and Present Draft Report *(conference call)*																					⌘8						
Task 9: Revise Draft Report/Determine Cost Recovery Levels *(conference call)*																								⌘9			
Task 10: Prepare and Present Final Report/Instruct Staff on Model *(web meeting)*																											⌘10

Adopt fees in January 2025

Deliverables:

- **⌘1:** Information Request
- **⌘2:** Draft List of Current Fees
- **⌘3:** Revised Project Scope and Schedule *(if needed)*
- **⌘4:** User-friendly Model in Microsoft Excel
- **⌘5:** Time Surveys and Draft Full Cost Recovery Fees
- **⌘6:** Draft Fee and Rate Model Review
- **⌘7:** Common Fee Comparison
- **⌘8:** Draft Report
- **⌘9:** Revised Draft Report/Final Report
- **⌘10:** Final Report – Hard and Electronic Copies

Project Disclaimer

The City of South Pasadena further represents, acknowledges, and agrees that:

(i) The City uses, or may use, the services of one or more municipal advisors registered with the U.S. Securities and Exchange Commission ("SEC") to advise it in connection with municipal financial products and the issuance of municipal securities;

(ii) The City is not looking to Willdan to provide, and City shall not otherwise request or require Willdan to provide, any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);

(iii) The provisions of this proposal and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations adopted thereunder;

(iv) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the City with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the City, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the City, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and

(v) Notwithstanding all of the foregoing, the City recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, the City will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that the City is not asking Willdan to provide, and Willdan is not in fact providing or required to provide, any municipal advisory services.

Key Personnel

Our management and supervision of the project team is very simple: staff every position with experienced, capable personnel in sufficient numbers to deliver a superior product to the City, on time and on budget. With that philosophy in mind, we have selected experienced professionals for this engagement. We are confident that our team possesses the depth of experience that will successfully fulfill your desired work performance.

Project Team

City of South Pasadena | Project Team		
Key Team Member	**Project Role**	**Responsibility to the Engagement**
Chris Fisher Vice President/Director	Principal-in-Charge	▪ Ensure client satisfaction, flow of communication, and oversight of the project ▪ Technical guidance; ▪ Project oversight; ▪ Quality assurance & control; and ▪ Meeting and presentation attendance.
Tony Thrasher Principal Consultant	Project Manager	▪ Task oversight; ▪ Model development; ▪ Produce key elements of the analyses; ▪ Responsible for project deliverables; ▪ Report preparation and evaluation; and ▪ Meeting and presentation attendance.
Priti Patel Senior Financial Analyst	Senior Analyst	▪ Collect, interpret, and disseminate key data; ▪ Assistance with model development; ▪ Peer review; ▪ Report preparation; and ▪ Meeting and presentation attendance.
Samantha Labitan Senior Analyst	Analytical Support	▪ Collect, interpret, and disseminate key data; ▪ Assistance with model development; ▪ Peer review; and ▪ Report preparation.
Robert Quaid Principal Consultant	Technical Advisor	▪ Third party reviewer; and ▪ Report evaluation.

Project Team Stability

Mr. Fisher has been assigned to serve as the City's representative; he has been selected for this role due to his vast experience, which includes the preparation and supervision of numerous fee studies, as well as his experience presenting to governing bodies, stakeholders, and industry groups.

It is important to note that Mr. Fisher has been with Willdan for 25 years, ensuring the City of South Pasadena of continuity and dedication in staffing during the completion of the project.

Resumes

Resumes for Willdan's project team are presented on the following pages.

Chris Fisher

Principal-in-Charge

Education

San Francisco State University, Bachelor of Science, Finance

Areas of Expertise

Cost of Service Analyses

Multi-disciplinary Team Management

Special District Formations

Client Presentations

Proposition 218

Affiliations

California Society of Municipal Finance Officers

Municipal Management Association of Northern California

California Municipal Treasurers Association

25 Years' Experience

Mr. Chris Fisher, Vice President / Director of Willdan's Financial Consulting Services group, will serve as Principal-in-Charge for the City of South Pasadena project. He will also share his extensive knowledge related to cost-of-service principles with members of the project team.

Mr. Fisher joined Willdan in April of 1999, and during that time has managed an array of financial consulting projects for public agencies in California, Colorado, Texas, Arizona, and Florida, coordinating the activities of resources within Willdan, as well as those from other firms working on these projects. He is one of the firm's leading experts for special district financing related to public infrastructure, maintenance, and services, including public safety.

Related Experience

City of West Hollywood, CA — Comprehensive User Fee Study and Cost Allocation Plan: Mr. Fisher is the principal-in-charge for the City's Comprehensive User Fee Study and Cost Allocation Plan engagement, managing the overall execution of the project, providing technical guidance and quality control.

City of Burbank, CA — Comprehensive Citywide User Fees and Charges Study: Mr. Fisher oversaw the City's recently completed Citywide User Fees and Charges Study.

City of Pomona, CA – Master Fee Schedule Update: Mr. Fisher was the principal-in-charge for the City's master fee schedule update and update of the development impact fees. Mr. Fisher provided quality control and served as the primary contact with the City.

City of Palm Desert, CA — Cost Allocation Plan and Comprehensive User Fee Study: Mr. Fisher is the principal-in-charge for the ongoing full cost allocation plan and user fee study. Willdan's work includes the gathering of necessary data and information, interviews with City Staff to identify overhead support services and how they are used and interviews to gather information related to fee-based services. We are also developing financial models to calculate overhead allocations and personnel rates and the full cost of services for which fees are charged. We are working with Staff to finalize cost recovery targets, prepare reports and present the results.

City of West Covina, CA — Comprehensive Cost Allocation Plan and User Fee Study: Mr. Fisher served in the role of project manager for the City's engagement. The cost allocation plan developed will aid the City in the recovery of overhead costs related to central service activities.

City of Murrieta, CA — Cost Allocation & OMB Compliant Plan and Comprehensive User Fee Study: Mr. Fisher served as the project manager on the City's fee study. The primary objective for the cost allocation study was to ensure that general government costs were fairly and equitably allocated to appropriate programs and funds. ***The City recently re-engaged Willdan to conduct an update to both studies.***

City of Laguna Hills, CA — Comprehensive Cost Allocation Plan and Comprehensive User Fee Study: Mr. Fisher oversaw the update of the City's general overhead allocation plan and cost-of-service user fees.

City of Irvine, CA — OMB Cost Allocation Plan and Comprehensive User Fee Study: Willdan completed a cost allocation plan and user fee study for the City of Irvine. Mr. Fisher managed and provided quality assurance to this project, ensuring the accuracy of the models, as well as the final reports. He also presented the results to the City's Finance Commission and to the City Council.

City of Signal Hill, CA — Cost Allocation Plan and User Fee Study: As principal-in-charge, Mr. Fisher oversaw the development and review of a Full and OMB compliant cost allocation study and a comprehensive user fee and rate study for the City's master list of fees.

Housing Authority of the County of San Bernardino – Cost Allocation Plan: Mr. Fisher is the principal-in-charge for the Authority's full and OMB cost allocation plan engagement, and the ongoing update. Willdan was brought in and worked with the Housing Authority and HUD to respond to unfavorable OIG audit findings related to the Authority's' approach to the allocation of overhead costs. We developed a new Cost Allocation Plan and are currently working on an update to that plan. The initial work resulted in the clearance of the HUD findings with no penalty to the Housing Authority.

Tony Thrasher

Project Manager

Education

Bachelor of Science in Economics; California State Polytechnic University, Pomona

Areas of Expertise

Cost Allocation Plans

Fiscal Analysis for User Fees and Rates

District Administration Services

Utility Rate Studies

14 Years' Experience

Due to his cost allocation and user fee analyses experience, Mr. Tony Thrasher has been selected to serve as Project Manager for the City's engagement. Mr. Thrasher is a Principal Consultant within the Financial Consulting Services group, whereby his responsibilities include managing projects and conducting fiscal analyses for cost allocation plans, user fees, and utility rate studies.

Mr. Thrasher's prior employment was as a financial analyst working in bond, equity, and mortgage-backed security markets for Wells Fargo Bank, Bank of New York Mellon, and Deutsche Bank. His experience includes portfolio accounting, differential analysis, and forecasting.

Related Experience

City of West Hollywood, CA — Comprehensive User Fee Study and Cost Allocation Plan: As the project manager for City's Comprehensive User Fee Study and Cost Allocation Plan engagement, Mr. Thrasher is overseeing the project analysts and is heavily involved in the analysis, development of models, preparation of reports and delivery of results.

City of Burbank, CA — Comprehensive Citywide User Fees and Charges Study: Mr. Thrasher was the project manager for the City's recently completed study, He directed the preparation of the model and reports and was responsible for the delivery of results to the City.

City of San Fernando, CA — Cost Allocation Plan and Comprehensive User Fee Study: Mr. Thrasher was the project manager for the City's cost allocation plan, OMB compliant plan and comprehensive user fee study engagement. ***Willdan has recently, through a competitive bid, been re-selected to update the cost allocation plan.***

City of Chino Hills, CA — Cost Allocation Plan and Comprehensive User Fee Study: Mr. Thrasher is the project manager for the City's Cost Allocation Plan and Comprehensive User Fee Study. He is working directly with the City contact throughout the engagement.

City of Pomona, CA – Master Fee Schedule Update: Mr. Thrasher served as the project manager for the master fee schedule update portion of the City of Pomona's engagement, which also included an update of the development impact fees. Mr. Thrasher was responsible for the development of models and reports and coordinating analytical support.

City of Irvine, CA — OMB Cost Allocation Plan and Comprehensive User Fee Study: Serving as the project's analyst, Mr. Thrasher provided analytical support; and designed micro-level allocation models to ensure full-cost recovery for public safety, public works, community development, community services, and administrative departments.

City of Indian Wells, CA — User Fee Study: Mr. Thrasher served as the technical project manager for the City's Administrative, Building, Planning and Public Works Departments. The study involved the identification of existing and potential new fees, fee schedule restructuring, data collection and analysis, orientation and consultation, quality control, communication and presentations, and calculation of individual service costs cost recovery levels.

City of Palm Desert, CA — Cost Allocation Plan and Comprehensive User Fee Study: Mr. Thrasher is currently serving as the technical project manager for the City's full cost allocation plan and user fee study. He is directly responsible for the creation of both models for the study, gathering and verification of the data, managing the analysts working to support him and presenting results to the City.

City of San Marcos, CA — Cost Allocation Plan, Indirect Cost Rate Proposals and Comprehensive User Fee Study: Mr. Thrasher is the project manager for the City of San Marcos' full and OMB compliant cost allocation plan, preparation of Indirect Cost Rate proposals, and Comprehensive User Fee Study engagement. He is the primary in developing the model, which contains all City personnel and expenditures broken down into the ICRP tables. The project is ongoing, and the User Fee Study is now underway.

City of Mission Viejo, CA — Cost Allocation Plan and User Fee Study: Mr. Thrasher was assigned to work with the City on this project, providing analytical support, gathering data, working with staff to make refinements, and developing cost allocation and fee models to ensure full-cost recovery for building and safety, planning, community development, and public works departments.

Priti Patel

Senior Analyst

Education

Bachelor of Arts; Business Management, Information Systems and International Business, University of Cincinnati

Areas of Expertise

Cost Allocation Plans

User Fee Studies

Proposition 218

9 Years' Experience

Ms. Priti Patel is a Senior Analyst within the Financial Consulting Services group, whereby she supports project managers in conducting utility rate analyses, fee studies, cost allocation plans, monitoring Proposition 218 compliance, and forming special districts. Coordinating and conducting activities associated with Cost Allocation Plans and User Fee Studies, including database integration and manipulation, revenue and expenditure analyses, and documentation preparation are just some of Ms. Patel's duties. With these duties, she interacts with clients on a regular basis.

Ms. Patel joined Willdan as an analyst with the District Administration Group, while with DAS she performed research and analysis needed for local government financial issues related to district administration, including document data entry and updating, database management, research and report preparation. She also provided general information on questions pertaining to Assessment Districts and special taxes (such as Mello-Roo's Pools), as well as the status of property delinquencies.

Related Experience

City of West Hollywood, CA — Comprehensive User Fee Study and Cost Allocation Plan: Ms. Patel is serving as the primary financial analyst for City of West Hollywood's Fee Study engagement. Ms. Patel has been instrumental in collecting the necessary data and collaborating with the City and Willdan senior project team members in conducting the study, including development of the model, researching similar fees in comparable cities and preparation of reports.

City of Burbank, CA — Comprehensive Citywide User Fees and Charges Study: Ms. Patel provided analytical support and gathered budget and allocation basis data for this engagement. She also assisted in the development of the financial model.

City of San Fernando, CA — Cost Allocation Plan and Comprehensive User Fee Study: Ms. Patel provided support to senior team members in the preparation of the cost allocation plan, OMB compliant plan and comprehensive user fee study engagement.

City of Laguna Hills, CA — Cost Allocation Plan and Comprehensive User Fee Study: Ms. Patel provided analytical support in the preparation of a full cost allocation plan and fee study for the development of a master list of fees.

City of Chino Hills, CA — Cost Allocation Plan and Comprehensive User Fee Study: Providing analytical support in the preparation of a cost allocation plan and comprehensive fee study, Ms. Patel worked to identify and take into account direct and indirect costs, along with changes in staffing, structure, and service delivery methods. She is also assisting in the preparation of user-friendly Excel-based models that City staff can easily update in the future to determine the proper allocation of expenditures and ongoing full cost of City-provided services.

City of Fillmore, CA — Full Cost Allocation Plan and User Fee Study: Ms. Patel helped develop a cost allocation plan and model that fully allocated central overhead costs to appropriate operating departments, funds, and/or programs. She assisted in the completion of the model and report and worked directly with senior staff on their feedback and revisions.

City of National City, CA — Cost Allocation Plan, OMB Compliant Cost Allocation Plan, User Fee Study, and ISF Allocation Study: Ms. Patel provided analytical support in the preparation of this study, her primary duties included development of the models, finalizing model figures and results, and generating reports.

City of Yucaipa, CA — Cost Allocation Plan and Comprehensive User Fee Study: Provided analytical support in the preparation of a Cost Allocation Plan and OMB compliant cost allocation plan and comprehensive fee study for the development of a master list of fees. Ms. Patel worked to identify and take into account direct and indirect costs, along with changes in staffing, structure, and service delivery methods.

City of Pittsburg, CA — Cost Allocation Plan and User Fee Study: Ms. Patel was assigned to provide assistance to senior project team members on the City of Pittsburg Cost Allocation Plan and User Fee Study engagement. She will be a technical lead for the gathering of data, creation of the models and preparation of study reports and presentations. ***The City hired Willdan for the original study, and for two subsequent updates.***

Samantha Labitan

Analytical Support

Education

University of California, Santa Barbara

Bachelor of Arts, Mathematics

Areas of Expertise

Cost Allocation Plans

User Fee Studies

Benefit/Maintenance Assessment Districts

Community Facilities Districts

Local Improvement Districts

7 Years' Experience

Ms. Samantha Labitan is Senior Analyst within Willdan's Financial Consulting and District Administration Services groups. Ms. Labitan provides analytical support under the guidance of the project team. Her primary function is to support project managers and senior analysts with cost allocation plans and user fee studies. She specializes in analysis for a variety of clients, including cities, water districts, public utilities, and school districts.

She regularly speaks with individuals representing title companies, real estate agencies, and appraisal firms, together with staff from cities and counties. Willdan's proprietary computer system allows him to readily access the owner's name, the Assessor's Parcel Number, existing and future taxes or assessments, and more; thus, enabling expedient service. Community Facilities Districts, Local Improvement Districts, Landscape and Lighting Districts, and County Service Areas are some of the special districts she administers.

Select Relevant Experience

City of West Hollywood, CA — Cost Allocation Plan and Comprehensive User Fee Study: For this project, Ms. Labitan provides analytical support. Primary duties include gathering and verifying necessary data, finalizing model figures and generating reports.

City of Lynwood, CA — Cost Allocation Plan & OMB Compliant Cost Allocation Plan and User Fee Study: Ms. Labitan provided support to the project team specific to the preparation of a comprehensive fee study, full and OMB compliant cost allocation plan. Ms. Labitan worked in tandem with the project managers to identify and account for direct and indirect costs, along with changes in staffing, structure, and service delivery methods.

City of San Fernando, CA — Cost Allocation Plan and Comprehensive User Fee Study: Ms. Labitan is currently providing support to senior team members in the preparation of a cost allocation plan, OMB compliant plan and comprehensive user fee study.

City of Richmond, CA — Cost Allocation Plan & User Fee Study: As analytical support, Ms. Labitan provided assistance to the project team. Primary duties included gathering and verifying necessary data, finalizing model figures and generating reports.

City of Gilroy, CA — Cost Allocation Plan and Comprehensive User Fee Study: Ms. Labitan worked on the team for the City's fee study project, providing analytical support, gathering data, working with staff to make refinements, and developing cost allocation and fee models to ensure full-cost recovery for building and safety, planning, community development, and public works departments.

City of El Centro, CA — Full & OMB Compliant Cost Allocation Plan and User Fee Study: Ms. Labitan served as the analyst in the preparation of a full & OMB compliant Cost Allocation Plan and Comprehensive User Fee Study, for the City of El Centro engagement.

City of Goleta, CA — Cost Allocation Plan, OMB Compliant Plan, and Comprehensive User Fee Study: Ms. Labitan provided analytical support to the project team for the City's comprehensive fee study, full and OMB compliant cost allocation plan.

City of Los Banos, CA — Full & OMB Compliant Cost Allocation Plan and Comprehensive User Fee Study: Ms. Labitan provided analytical support to the project team for the City's comprehensive fee study, full and OMB compliant cost allocation plan.

City of Blythe, CA — Full and OMB Compliant Cost Allocation Plan: Ms. Labitan served as the analyst in the preparation of a full and OMB compliant cost allocation plan, for the City of Blythe engagement.

City of Pismo Beach, CA — Comprehensive User Fee Study: Ms. Labitan served in the capacity of assistant analyst for the City's comprehensive fee study.

City of Brighton, CO — Cost Allocation & OMB Compliant Plan: Ms. Labitan is providing analytical support for the City's cost allocation plan.

Robert Quaid

Technical Advisor

Education

Bachelor of Science, University of Southern California

Areas of Expertise

Fiscal Analysis for User Fees and Rates

Cost Allocation Plans

Acquisition Audit Services

Statutory Financial Reporting

Fund Audits

Quality Review of Community Facilities, Lighting & Landscaping, and Assessment Districts

Affiliations

California Society of Municipal Finance Officers

California Society of CPAs

35 Years' Experience

With his 35 years of extensive experience in public financing, Mr. Robert Quaid has been selected to provide quality assurance/quality control in the role of technical advisor. In his position as a Principal Consultant at Willdan, Mr. Quaid provides project management, procedural support, technical support, and quality review for Willdan's District Administration group, as well as the Financial Services Consulting group specific to cost allocation plans, user fee studies, and special financial analysis.

Prior to joining Willdan, Mr. Quaid worked in the private industry of real estate accounting and finance. He began his career with the public accounting firm formerly known as Haskins & Sells (currently known as "Deloitte & Touche"). His experience includes financial statement analyses, asset administration, computer conversion, and reporting to the Securities and Exchange Commission for several public real estate partnerships. In 1979, Mr. Quaid became a licensed California CPA.

Related Experience

City of Thousand Oaks, CA — Cost Allocation Plan: Mr. Quaid served as project manager for the development of an OMB A-87 compliant cost allocation plan model using fiscal year actual costs as the basis for the allocations. He was responsible for the preparation of the Cost Allocation Plan report and provided cost allocation model training to City staff.

The objective of this project was to determine the appropriate allocation of indirect costs from City General Fund central service departments to the General Fund operating departments/programs and the non-General Fund departments/programs. The plan model included 16 allocation bases allocating costs to over 100 departments and divisions. Both full and OMB A-87 cost allocation models were delivered to the City. Willdan was awarded a four-year contract.

Cities of Fontana, Gardena and Hawthorne, CA — Cost Allocation Plan Projects: For each of these cities, Mr. Quaid served in the role of task manager for the development of an OMB A-87 compliant cost allocation plan model using Microsoft Excel. He was responsible for the preparation of the cost allocation plan report and trained City staff on how to use the cost allocation model.

City of Cathedral City, CA — Comprehensive User Fee Study: Mr. Quaid served as project manager for a user fee study that required updating fees for Planning, Engineering, Building, Police, Fire, City Clerk, and Finance.

Mr. Quaid has provided Quality Assurance and Quality Control to multiple clients throughout California. Provided below are a few examples of clients for which services have been provided in the previous five years.

- City of Arcadia, CA
- City of Belmont, CA
- City of Burbank, CA
- City of Cerritos, CA
- City of Chino Hills, CA
- City of Claremont, CA
- City of Coalinga, CA
- City of Fillmore, CA
- City of Hayward, CA
- City of Indian Wells, CA
- City of Lynwood, CA
- City of Monterey, CA
- City of Murrieta, CA
- City of Petaluma, CA
- City of Richmond, CA
- City of St. Helena, CA
- County of San Benito, CA
- City of San Bruno, CA
- City of Irvine, CA
- City of Salinas, CA
- City of Upland, CA
- City of Watsonville, CA
- City of West Hollywood, CA
- City of Yucaipa, CA

Fee Proposal

Willdan proposes a ***fixed fee of $41,200*** to conduct the Cost Allocation Plan and Comprehensive User Fee Study on the City's behalf. The tables below provide a breakdown of the fee to complete each study by task and project team member.

Cost Allocation Plan

Willdan proposes a ***fixed fee of $11,350*** to conduct the Cost Allocation Plan on the City's behalf.

City of South Pasadena
Cost Allocation Plan
Fee Proposal

	C. Fisher Principal-in-Charge	T. Thrasher Project Manager	P. Patel Senior Analyst	S. Labitan Analytical Support	R. Quaid QA/Tech Advisor	Total	
	$ 250	$ 210	$ 135	$ 125	$ 210	Hours	Cost
Scope of Services							
Task 1: Initial Document Request	-	-	1.0	-	-	1.0	$ 135
Task 2: Kick-off /Refine Scope	-	1.0	1.0	-	-	2.0	345
Task 3: Gather Staffing Information & Develop CAP Model	1.0	2.0	8.0	12.0	1.0	24.0	3,460
Task 4: Test and Review Cost Allocation Methodology	-	4.0	8.0	2.0	0.5	14.5	2,275
Task 5: Prepare and Present Draft Report	1.0	2.0	4.0	8.0	1.0	16.0	2,420
Task 6: Discuss and Revise Report	1.0	2.0	6.0	1.0	-	10.0	1,605
Task 7: Prepare and Present Final Report/Instruct Staff on Model	-	4.0	2.0	-	-	6.0	1,110
Total – Cost Allocation Plan	**3.0**	**15.0**	**30.0**	**23.0**	**2.5**	**73.5**	**$ 11,350**

Comprehensive User Fee Study

Willdan proposes a ***fixed fee of $29,850*** to conduct the Comprehensive User Fee Study on the City's behalf.

City of South Pasadena
Comprehensive User Fee Study
Fee Proposal

	C. Fisher Principal-in-Charge	T. Thrasher Project Manager	P. Patel Senior Analyst	S. Labitan Analytical Support	R. Quaid QA/Tech Advisor	Total	
	$ 250	$ 210	$ 135	$ 125	$ 210	Hours	Cost
Scope of Services							
Task 1: Initial Document Request	-	-	1.0	-	-	1.0	$ 135
Task 2: Compile Inventory of Current and Potential Fees	-	1.0	1.0	1.0	-	3.0	470
Task 3: Kick-off /Refine Scope	-	1.0	1.0	-	-	2.0	345
Task 4: Develop User Fee Model	1.0	3.0	8.0	12.0	1.0	25.0	3,670
Task 5: Staff Interviews and On-site Information Gathering	-	6.0	12.0	4.0	-	22.0	3,380
Task 6: Data Analysis and Final Fee and Rate Schedule	1.0	5.0	40.0	32.0	1.0	79.0	10,910
Task 7: Common Fees Comparison	-	2.0	6.0	14.0	-	22.0	2,980
Task 8: Prepare and Present Draft Report	1.0	2.0	8.0	12.0	1.0	24.0	3,460
Task 9: Revise Draft/Determine Cost Recovery Levels	0.5	6.0	12.0	2.0	-	20.5	3,255
Task 10: Prepare and Present Final Report/Train Staff on Model	-	4.0	3.0	-	-	7.0	1,245
Total – Comprehensive User Fee Study	**3.5**	**30.0**	**92.0**	**77.0**	**3.0**	**205.5**	**$ 29,850**

Notes

- Our fee includes all direct expenses associated with the project.
- We will invoice the City monthly based on percentage of project completed.
- Additional services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates.
- City shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to City or relating to the project. Reimbursement shall be at Willdan's rates in effect at the time of such response.

- The cost of preparing the user fee study can be included in the resulting new user fee schedule. Therefore, over time, the City can recover the initial outlay of funds that was required to complete the studies.
- Willdan will rely on the validity and accuracy of the City's data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any errors that result from inaccurate data provided by the client or a third party.

Hourly Fee Schedule

Our current hourly rates are listed below.

Willdan Hourly Rate Schedule		
Position	**Team Member**	**Hourly Rate**
Group Manager	Chris Fisher	$250
Managing Principal		$240
Principal Consultant	Tony Thrasher & Bob Quaid	$210
Senior Project Manager		$185
Project Manager		$165
Senior Project Analyst	Priti Patel	$135
Senior Analyst	Samantha Labitan	$125
Analyst II		$110
Analyst I		$100

City Council Agenda Report

ITEM NO. 26

DATE: August 20, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Nick Kimball, Assistant City Manager/ Chief Financial Officer

SUBJECT: **CONSIDERATION TO ADOPT A RESOLUTION TO RECLASSIFY THE HUMAN RESOURCES AND RISK MANAGER TO RISK MANAGER; RECLASSIFY THE SENIOR HUMAN RESOURCES ANALYST TO HUMAN RESOURCES DIRECTOR; ESTABLISH JOB SPECIFICATIONS FOR HUMAN RESOURCES DIRECTOR AND RISK MANAGER, AND RELATED SALARY RANGES**

Recommendation

It is recommended that the City Council:

1. Approve reclassification of the Senior Human Resources Analyst to Human Resources Director;
2. Approve reclassification of the Human Resources and Risk Manager to Risk Manager; and
3. Adopt the proposed Resolution establishing job specifications for Human Resources Director and Risk Manager, and related salary ranges.

Executive Summary

The City is currently engaged in a strategic organizational restructuring effort to better align staffing resources with operational priorities and long-term goals. As part of this process, staff has evaluated the Human Resources (HR) and Risk Management functions to identify opportunities to enhance performance, reduce costs, and strengthen accountability.

Currently, the Human Resources (HR) & Risk Manager position combines the responsibilities of overseeing citywide human resources operations and managing the City's risk management programs. While this dual role has historically met operational needs, the growing complexity of both functions has created challenges in dedicating the necessary time and expertise to each.

Reclassifying the HR & Risk Manager to Risk Manager, and Senior Human Resources Analyst to Human Resources Director, is a strategic step toward enhancing organizational effectiveness, improving risk mitigation, and achieving long-term cost savings. This change will align the City's staffing structure with best practices and position South Pasadena to better serve its employees and the community.

Analysis

Senior Human Resources Analyst to Human Resources Director

Over the past several recruitment cycles, the City has experienced significant difficulty

attracting candidates for the Senior Human Resources Analyst position that possess the skills, abilities, and experience of the City's current and emerging needs in human resources management.

The City's operational environment has evolved considerably in recent years, with increased complexity in labor relations, employment law compliance, organizational development, benefits administration, and recruitment strategies. These demands require a higher level of strategic leadership, policy development capability, and decision-making authority than is typically associated with an Analyst-level classification. As a result, the City has been unable to secure a candidate with the comprehensive knowledge, skills, and abilities necessary to provide the depth of expertise and leadership required.

Given these recruitment challenges and the elevated level of responsibility needed to meet organizational goals, it is recommended that the vacant Senior Human Resources Analyst position be reclassified to Human Resources Director. This reclassification will:

- Align the position's authority and responsibilities with the City's strategic organizational restructuring efforts;
- Enhance the City's ability to attract highly qualified candidates capable of providing executive-level guidance; and
- Ensure that the Human Resources function is positioned to proactively address workforce challenges, support labor negotiations, and implement modern HR best practices.

Elevating the classification to Director level reflects both the complexity of the work and the importance of the role in achieving the City's long-term operational and strategic objectives.

The reclassified Human Resources Director position will oversee all facets of HR administration, including organizational culture change management, recruitment and retention, employee relations, benefits administration, labor negotiations, policy compliance, and workforce development. Elevating this role to a Director-level position reflects the strategic importance of human capital management in the City's long-term organizational success and will ensure appropriate executive representation at the leadership table.

If approved, the City Manager will begin recruiting the new Human Resource Director position promptly.

<u>Human Resource and Risk Manager to Risk Manager</u>

The current Human Resources and Risk Manager position is responsible for overseeing all aspects of human resources administration, as well as all aspects of the City's risk management functions. While this dual role has historically met operational needs, the growing complexity of both functions has created challenges in dedicating the necessary time and expertise to each. The proposed Risk Manager position will focus exclusively on the oversight and advancement of the City's risk management programs, which aligns with the background and experience of the incumbent staff member occupying the HR & Risk Manager position.

By removing the HR duties from the current HR & Risk Manager position, the City will be able to dedicate full-time expertise to the following:

- Proactively managing and closing workers' compensation and liability claims in a timely manner;
- Overseeing and holding accountable the City's third-party administrators and litigation attorneys;
- Representing the City with insurance brokers and the insurance Joint Powers Authority (JPA) to ensure optimal coverage, service, and cost control;
- Implementing strategies to reduce claims frequency and severity, thereby lowering premiums and overall program costs;
- Streamlining processes to improve the efficiency and effectiveness of the City's risk management operations.

The Risk Manager position will report directly to the City Manager's Office, providing a more direct communication channel, faster decision-making, and stronger executive support for risk mitigation strategies.

If approved, the incumbent HR & Risk Manager will be reclassified to Risk Manager immediately and will leverage their background and experience in risk management and claims administration to enhance the City's risk management efforts and self insurance program.

Fiscal Impact

The proposed reclassifications and establishment of salary ranges will have a projected net impact of $68,000. The cost of the City's Self Insurance Fund – which accounts for general liability, workers compensation, property, auto, and cyber insurance as well as liability and workers compensation claims costs – exceeds $4 million annually. Industry data and municipal experience show that proactive liability and claims management yields measurable cost savings. Industry studies further note that early claim reporting and dedicated oversight can reduce total claim costs or premiums by as much as 30%. [1]

Position Reclass	**Net Cost Increase/(Savings)**
Senior Human Resources Analyst to Human Resources Director	$80,000
Human Resource and Risk Manager to Risk Manager	($12,000)
Net Cost:	**$68,000**

Therefore, the incremental cost of the proposed reclassifications are expected to be offset over time by measurable cost savings resulting from reduced claims expenses, improved insurance program management, and operational efficiencies in both HR and risk management functions.

The net additional cost of $68,000 is included in the FY 2025-2026 Proposed Budget.

[1] For example, the City of San Diego's audit concluded that a reactive approach "likely results in higher liability claims and costs than necessary," recommending early intervention and active oversight to reduce expenses . The City of Pismo Beach, through its membership in the California Joint Powers Insurance Authority (CJPIA), implemented timely reporting, targeted training, and active case management—achieving claim costs per $100 of payroll 30–

37% below the pool average . Similarly, actuarial reports from the Association of California Water Agencies Joint Powers Insurance Authority (ACWA JPIA) show sustained year-over-year reductions in workers' compensation loss rates—from approximately $1.41 to $1.11 per $100 of payroll—following a focus on loss control and claims handling.

Public Notification
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:
Attachment No. 1 - Proposed Resolution

CITY OF SOUTH PASADENA
RESOLUTION NO. __

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ADOPTING THE RECLASSIFICATION OF THE HUMAN RESOURCES AND RISK MANAGER POSITION TO RISK MANAGER POSITION, JOB DESCRIPTION AND SALARY RANGE FOR THE RISK MANAGER POSITION, THE RECLASSIFICATION OF THE SENIOR HUMAN RESOURCES ANALYST POSITION TO HUMAN RESOURCES DIRECTOR POSITION, JOB DESCRIPTION AND SALARY RANGE FOR THE HUMAN RESOURCES DIRECTOR POSITION

WHEREAS, the City wishes to reclassify the Human Resources and Risk Manager position to a Risk Manager position;

WHEREAS, the City wishes to adopt the job classification and salary range for Risk Manager position;

WHEREAS, the City wishes to reclassify the Senior Human Resources Analyst position to a Human Resources Director position;

WHEREAS, the City wishes to adopt the job classification and salary range for Human Resources Director position;

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

SECTION 1. The classification of Risk Manager is hereby established.

SECTION 2. The classification of Human Resources Director is hereby established.

SECTION 3. The Risk Manager is an unrepresented management classification.

SECTION 4. The Human Resources Director is an unrepresented management classification.

SECTION 5. The job descriptions and salary ranges for the Risk Manager and Human Resources Director as set forth in Exhibit A are hereby adopted.

SECTION 6. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED on this 20th day of August 2025.

Janet Braun, Mayor

ATTEST:

Mark Perez, Acting Chief City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 20th of August 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Mark Perez, Acting Chief City Clerk

City of
SOUTH PASADENA

RISK MANAGER

TITLE: **RISK MANAGER**

DEFINITION: Under general direction from the City Manager, or their designee, the Risk Manager leads, directs, and oversees all aspects of the City's risk management programs; performs complex studies, leads policy development, and collaborates across city departments to advance the City's risk management objectives.

DISTINGUISHING CHARACTERISTICS:

The Risk Manager is a senior-level management position responsible for leading, directing, and overseeing the City's risk management program to ensure the protection of City assets, employees, and the public by proactively identifying, evaluating, and mitigating risks. The Risk Manager develops and implements comprehensive strategies for liability, workers' compensation, property, and safety programs, while ensuring compliance with applicable laws and regulations. The Risk Manager serves as the City's principal authority on risk matters and provides strategic guidance to the City Manager, department directors, and the City Council, and plays a critical role in fostering a culture of safety and loss prevention across all City operations.

EXAMPLES OF DUTIES:

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address the City's needs and changing business practices.

- Plan, direct, and administer the City's comprehensive risk management program, including workers' compensation, liability, property, and safety programs.
- Serve as the City's primary liaison to insurance carriers, claims administrators, legal counsel, and regulatory agencies, ensuring efficient and fair resolution of claims.
- Oversee claims management functions, including investigation, evaluation, negotiation, and settlement of claims.
- Develop, implement, and update risk management policies, procedures, and internal controls to reduce exposure and financial loss.
- Conduct regular risk assessments and audits of City facilities, operations, and contracts to identify vulnerabilities and implement mitigation strategies.
- Administer and negotiate the City's insurance coverage, including policy renewals, endorsements, and certificates of insurance, ensuring optimal coverage at competitive rates.
- Monitor changes in federal, state, and local legislation impacting risk management, ensuring timely policy and program adjustments.

- Oversee the City's workplace safety program, coordinating training and education initiatives to promote a culture of safety.
- Direct and supervise staff, consultants, and contractors engaged in risk management activities.
- Prepare and present reports, analysis, and recommendations to the City Manager, City Council, and other stakeholders regarding risk trends, program performance, and claims status.
- Manage the department budget, ensuring effective allocation of resources and cost control.
- Participate in the City's emergency preparedness and business continuity planning.
- Perform other related duties as assigned.

MINIMUM QUALIFICATIONS:

- Five (5) years of progressively responsible experience in risk management, insurance administration, or a closely related field, preferably in a public sector or municipal environment.
- Equivalent to four (4) years of college work or a Bachelor's degree in Public Administration, Risk Management, Public Policy, Finance, Business, or related field.
- Due to the performance of field duties, the ability to operate a City vehicle may be required; therefore, a valid California Class C Driver's License and acceptable driving record at time of appointment and throughout employment in the position is required.

Note: An equivalent combination of experience, education, and/or training may substitute for the listed minimum requirements.

DESIRED QUALIFICATIONS:

A Master's degree or professional certifications (e.g., ARM, CPCU, CSRM) is desirable.

KNOWLEDGE, SKILLS, AND ABILITIES:

- In-depth knowledge of California workers' compensation laws, tort liability, claims handling procedures, and municipal insurance programs.
- Proven leadership ability to develop strategic plans, implement effective risk control measures, and lead cross-departmental initiatives.
- Ability to conduct complex data analysis, prepare comprehensive reports, and present findings to varied audiences.
- Proven leadership ability to develop strategic plans, implement effective risk control measures, and lead cross-departmental initiatives.
- Strong analytical, negotiation, and decision-making skills, with the ability to interpret data and make sound recommendations.

DRAFT

- Excellent written and verbal communication skills, with experience presenting to governing bodies and the public.
- Proficiency with risk management software, Microsoft Office Suite, and data analytics tools.
- High degree of integrity, sound judgment, and the ability to maintain confidentiality in sensitive matters.
- Principles of supervision, training and performance evaluation.
- Management principles; budget preparation and control.

WORKING CONDITIONS AND PHYSICAL DEMANDS:

Standard office environment that requires extended sitting, mobility in the field at construction sites with potential exposure to dangerous machinery and potential physical harm, ability to lift and carry up to 25 pounds, and perform other similar actions during the course of the workday. May be exposed to conditions such as dust, fumes, odors, or noise. Computer terminals, copier/scanner, and other office machines are used on a daily basis.

FLSA Status: Exempt

HISTORY:

Established:	08/20/2025 (TENTATIVE)
Revised:	N/A
Approval/Adoption Date:	08/20/2025 (TENTATIVE)

DRAFT

CITY OF SOUTH PASADENA SALARY SCHEDULE

(Effective: August xx, 2025)

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
Risk Manager	Unrepresented	$113,004	$118,656	$124,584	$130,812	$137,352	$144,216	$151,428
		$9,417	$9,888	$10,382	$10,901	$11,446	$12,018	$12,619
		$54.33	$57.05	$59.90	$62.89	$66.03	$69.33	$72.80

DRAFT

TITLE: **HUMAN RESOURCES DIRECTOR**

DEFINITION: Under the general administrative direction of the Assistant City Manager/CFO, the Human Resources Director serves as the City's chief human resources officer, responsible for the strategic leadership, development, and oversight of all human resources functions. Reporting directly to the Assistant City Manager, or designee, this executive-level position is a trusted advisor to City leadership, department heads, and the City Council on matters affecting the workforce. The HR Director ensures compliance with applicable laws, fosters a culture of fairness and integrity, and leads initiatives to attract, retain, and develop a talented, high-performing municipal workforce. The role encompasses labor relations, employee benefits, recruitment and retention, classification and compensation, training and development, organizational culture, and employee engagement.

DISTINGUISHING CHARACTERISTICS:

Executive-level management position with the ability to: operate independently with minimal oversight; interpret, apply, and ensure compliance with complex employment laws, regulations, and collective bargaining agreements; anticipate workforce trends and proactively develop programs to address recruitment, retention, and succession needs; manage multiple high-priority projects with competing deadlines in a fast-paced municipal environment; exercise sound judgment, discretion, and integrity in all personnel matters; and provide strategic guidance to the City Manager, department directors, and the City Council.

EXAMPLES OF DUTIES:

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address the City's needs and changing business practices.

- Develop and implement human resources strategies aligned with the City's mission, values, and organizational goals. Advise City leadership on emerging workforce trends, best practices, and policy initiatives.
- Serve as the City's chief negotiator for collective bargaining agreements, resolve grievances, and maintain effective relationships with employee associations. Ensure fair and consistent application of labor agreements and personnel policies.
- Oversee recruitment and selection processes to attract a diverse and qualified workforce. Implement strategies for retention, succession planning, and talent development.

- Manage the City's classification and compensation systems to ensure internal equity and external competitiveness. Conduct salary surveys and recommend adjustments.
- Oversee the administration of employee benefits programs, including health, dental, vision, retirement (CalPERS), and leave policies, ensuring cost-effective, competitive, and compliant offerings.
- Develop and implement training programs to enhance employee skills, leadership capacity, and compliance with legal requirements.
- Oversee the performance evaluation process, ensuring accountability, fairness, and professional growth opportunities.
- Ensure compliance with federal, state, and local employment laws and regulations, including FMLA, FLSA, ADA, Title VII, and Cal/OSHA requirements.
- Champion initiatives that promote inclusivity, equity, employee wellness, and a positive workplace culture.
- Direct and manage HR staff, consultants, and contractors; prepare and manage the HR department budget; ensure efficient, effective service delivery.
- Participate in the City's emergency preparedness and business continuity planning.
- Perform other related duties as assigned.

MINIMUM QUALIFICATIONS:

- Seven (7) years of progressively responsible human resource management experience, including at least four (4) years in a senior leadership or director-level role. Municipal or public sector experience strongly preferred.
- Equivalent to four (4) years of college work or a Bachelor's degree in human resource management, public administration, business administration, or related field.
- Due to the performance of field duties, the ability to operate a City vehicle may be required; therefore, a valid California Class C Driver's License and acceptable driving record at time of appointment and throughout employment in the position is required.

Note: An equivalent combination of experience, education, and/or training may substitute for the listed minimum requirements.

DESIRED QUALIFICATIONS:

A Master's degree and/or professional certifications (e.g., IPMA-HR, PHR, SPHR, SHRM-CP, SHRM-SCP) are highly desirable.

DRAFT

KNOWLEDGE, SKILLS, AND ABILITIES:

- Principles, practices, and trends of public sector human resources management, including recruitment, classification, compensation, benefits, labor relations, and performance management.
- Federal, state, and local employment laws and regulations, including FMLA, CFRA, FLSA, ADA, Title VII, FEHA, and Cal/OSHA.
- Collective bargaining principles and practices in a public agency setting, including negotiations, grievance resolution, and contract administration.
- Best practices in diversity, equity, inclusion, and accessibility (DEIA) in workforce management.
- Strategic thinking and planning to align HR programs with organizational goals.
- Prepare clear, concise, and persuasive reports, presentations, and policy documents.
- Use of data analytics to inform decision-making, identify workforce trends, and measure program effectiveness.
- Establish and maintain effective, collaborative relationships with elected officials, management, employees, labor representatives, and the community.
- Interpret and apply complex employment laws, regulations, and collective bargaining agreements.
- Manage multiple high-priority projects with competing deadlines in a fast-paced environment.
- Proficiency with enterprise resource planning (ERP) software, Microsoft Office Suite, and data analytics tools.
- High degree of integrity, sound judgment, and the ability to maintain confidentiality in sensitive personnel matters.
- Management principles; budget preparation and control.

WORKING CONDITIONS AND PHYSICAL DEMANDS:

Standard office environment that requires extended sitting, mobility in the field at construction sites with potential exposure to dangerous machinery and potential physical harm, ability to lift and carry up to 25 pounds, and perform other similar actions during the course of the workday. May be exposed to conditions such as dust, fumes, odors, or noise. Computer terminals, copier/scanner, and other office machines are used on a daily basis.

FLSA Status: Exempt

HISTORY:

Established:	08/20/2025 (TENTATIVE)
Revised:	N/A

DRAFT

Approval/Adoption Date: 08/20/2025 (TENTATIVE)

CITY OF SOUTH PASADENA SALARY SCHEDULE

(Effective: August xx, 2025)

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
Human Resources Director	Unrepresented	$157,464	$165,337	$173,604	$182,284	$191,399	$200,969	$211,016

DRAFT

City Council Agenda Report

ITEM NO. 27

DATE: August 20, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Nick Kimball, Assistant City Manager/CFO
William Castrillon, Budget & Purchasing Manager

SUBJECT: **CONSIDERATION TO ADOPT A RESOLUTION ADOPTING THE FISCAL YEAR 2025-2026 OPERATING BUDGET AND THE CAPITAL IMIPROVEMENT PROGRAM BUDGET AND APPROPRIATING FUNDS THEREFORE**

Recommendation

It is recommended that the City Council:

a. Review and discuss the Fiscal Year (FY) 2025-2026 Proposed Budget; and
b. Adopt Resolution No. xxxx (Attachment A) approving the FY 2025-2026 Budget, subject to such modifications or amendments as may be stated by the City Council in its motion to approve the Resolution.

Background

On February 19, 2025, City Council approved priorities for 2025, which were organized into the following categories: 1) Finance, 2) Infrastructure, 3) Housing, 4) Governance, 5) Operational Efficiencies, which typically represents the kickoff of the upcoming budget process.

On April 16, 2025, City Council and the Finance Commission received a mid-year update from LSL and City staff as part of a joint meeting. The City Council and Finance Commission also received a presentation regarding the 5-year Capital Improvement Program and approved the FY 2025-2026 Capital Improvement Program.

On June 4, 2025, City Council adopted a Resolution extending the FY 2024-2025 Operating and Capital Budget appropriations through August 31, 2025 due to extenuating circumstances, which included an extreme shortage of staff in the Finance Department and transition to new leadership throughout the organization. This extension was also necessary to provide time to prepare the FY 2023-2024 Audited Financial Statements – which would typically be finalized in December 2024 – and to sort out a number of accounting and financial records that needed to be updated prior to developing the budget plan for FY 2025-2026.

On July 24, 2025, staff presented the FY 2025-2026 Proposed Budget to the Finance Commission to review and provide feedback. The Finance Department noted Commission feedback and included a summary to City Council during Budget Study Session No. 1.
On July 30, 2025, the City Council held Budget Study Session No. 1 to review and discuss the City's budget. Council members provided comments and feedback, and had the opportunity to

ask staff questions about various aspects of the budget. The Finance Department noted the suggested changes by City Council and included them in the schedule of changes.

On August 6, 2025, the Finance Department hosted an outreach meeting to engage with South Pasadena residents. The purpose of this meeting was to outline the City's budget and address any questions from the community. The meeting, held in the Library's Community Room, was attended by more than 15 interested community members. A summary of feedback is included in the presentation during Budget Study Session No. 2 on August 13, 2025.

On August 13, 2025, City Council and the Finance Commission held a joint Budget Study Session No. 2 to review the Schedule of Changes since Budget Study Session No. 1 and discuss funding options for the future years Capital Improvement Program. The feedback received during Budget Study Session No. 2 are incorporated into the Schedule of Changes to be incorporated into the adopted budget.

Analysis

The theme of the FY 2025-2026 City Manager's Proposed Budget is "Laying the Foundation for a Resilient Future." The budget theme reflects the overall goals of the Proposed budget, which are three-fold:

1. Strategic restructuring throughout the City to increase effectiveness, productivity, and accountability.
2. Address recruitment, retention, and organizational morale initiatives.
3. Equitable allocation of costs across all of the City's operating funds.

The theme of "Laying the Foundation for a Resilient Future" was chosen to express the commitment to prioritize long-term stability, adaptability, and sustainability in both financial and infrastructure planning. The overall goal is to make strategic investments today, such as improving operational efficiency, maintaining and modernizing infrastructure, and addressing vulnerabilities, to ensure the City can weather future challenges. It reflects a forward-thinking approach that balances current needs with proactive planning to support a thriving, equitable community for years to come.

With the exception of the extended timeline approved by City Council on June 4, 2025, the Proposed Budget was developed in accordance with the City's adopted Budget Policy. Throughout development of the budget, staff remained cognizant of City Council goals as expressed through a special priority setting meeting in February 2025; community priorities received through a survey in April 2025; and organizational needs identified during the onboarding of the new City Manager. This Proposed Budget represents a balance of allocating resources to address priorities and needs while ensuring the long-term viability of the City by limiting expenditures to available revenues.

<u>Schedule of Changes</u>

As part of the City's commitment to transparency and clarity throughout the budget process, staff has developed a Schedule of Changes (Attachment No. 2) to track all modifications made to the printed version of the Fiscal Year 2025-2026 Proposed Budget. This document aims to support the City Council's deliberations by clearly outlining any adjustments, corrections, or additions that have occurred since the Proposed Budget was first published on July 17, 2025. These changes may result from updated revenue projections, Council

directives, departmental clarifications, or technical corrections identified for internal review.

The Schedule of Changes has been updated as needed throughout the budget process, ensuring that the City Council and members of the public have access to the most current and accurate information. This document is being incorporated into the final adopted budget to maintain a complete record of the evolution of the budget from proposal to adoption. Below is a brief summary of changes that have taken place:

- Increased Property Tax revenue estimates based on updated information provided by the LA County Assessors Office.
- Increased overhead allocation to non-General Funds to reflect support from Human Resources and City Manager's Office.
- Transfer of operating funds to City Manager's Office from City Clerk and Finance due to elimination of Management Services Department.
- Transfer of general City Attorney fees that were errantly included in Insurance/Surety Risk line item.
- Appropriate Community Development Department salaries errantly omitted from the Proposed Budget.
- Transfer IT Manager Funding from City Manager's Office to IT Division in Finance.
- Various reallocations due to Excel calculation errors affecting temp/part-time salaries, healthcare, workers comp, Medicare, FICA, etc. (reallocations reflect cleanup, but have a minimal impact on overall budget).

As of August 13, 2025, the net impact of the Schedule of Changes results in a General Fund surplus of $39,411.

Capital Improvement Plan.

The Proposed Budget includes funding for the FY 2025-26 Capital Improvement Plan (Attachment No.1, Exhibit 2) primarily through allocations from Special Revenue Funds, Capital Grant Funds, and Enterprise Funds. However, there are currently insufficient funds identified to fully fund fiscal years 2026-2027 and beyond. The City will need to consider alternate funding sources to fully fund the 5-year capital plan.

The approved 5-year capital improvement plan is included in the table below.

FY 2025-26 Through FY 2029/30 Capital Improvement Plan

Categories	# of Projects	Carry overs	FY 25/26 Proposed Budget	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total
General Buildings & Facilities	17	528,990	387,680	2,120,000	825,000	500,000	500,000	**4,861,670**
Housing Authority	1	-	-	30,000	30,000	30,000	30,000	**120,000**
Information Technology	6	269,481	(10,588)	-	-	-	-	**258,893**
Library	14	435,155	112,076	827,148	243,960	450,000	500,000	**2,568,339**
Community Services & Parks	18	2,729,230	463,000	260,000	910,000	1,875,000	1,675,000	**7,912,230**
Sewer	1	321,093	1,000,000	1,000,000	1,300,000	1,000,000	1,300,000	**5,921,093**
Stormwater	7	232,232	(660,000)	-	633,407	580,666	6,226,053	**7,012,358**
Streets & Sidewalks	18	1,788,760	10,359,231	22,794,458	14,165,000	4,575,000	4,915,000	**58,597,449**
Sustainability	3	235,359	10,000	5,000	200,000	-	-	**450,359**
Transportation	20	3,407,847	3,094,679	29,977,806	25,350,000	5,020,000	14,750,000	**81,600,332**

Water	6	650,000	650,000	2,400,000	7,520,000	6,330,000	450,000	**18,000,000**
Totals	**111**	**10,598,147**	**15,406,078**	**59,414,412**	**51,177,367**	**20,360,666**	**30,346,053**	**187,302,723**

Budget Adoption Resolution.

The Budget Resolution (Attachment No. 1) is the mechanism to formally approve the City's spending plan for the upcoming fiscal year. It authorizes how public funds will be collected and spent, ensures resources are aligned with community priorities, and provides a legal framework for managing City operations and services throughout the year.

The Budget Resolution will enact the fiscal year budget, subject to the changes identified in the Schedule of Changes" and provides staff with the authority to:

1. Update the Department narratives and work programs based on direction received from the City Council at the Budget Study Session.
2. Carry over and re-budget unexpended account balances for Capital Improvement Projects from FY 2024-2025 to FY 2025-2026 (Exhibit 2), with the approval of the City Manager.
3. Carry over and re-budget encumbered certain operational accounts (Exhibit 3), with the approval of the City Manager.
4. appropriations within departmental budgets (e.g., from one (1) division to another within the same department) with the approval of the City Manager, provided it does not result in a net increase to the department's total appropriation.
5. Increase revenues and appropriations to cover certain contract costs, such as reimbursable planning services, project specific financial advisory services, user specific public safety services, or other services that will be fully reimbursed by an applicant or user, provided the adjustment to revenues equals or exceeds the adjustment to appropriations.

After the City Council adopts the annual budget, changes that may be necessary during the year to respond to new priorities, emergencies, or updated cost estimates will require staff prepare a budget adjustment staff report that explains the reason for the requested change, amount, and funding source. The City Council reviews the request at a public meeting and, if approved, formally adopts the amendment through a Budget Resolution so the updated budget remains accurate and transparent.

Fiscal Impact

The total Proposed Budget including adjustments (Attachment No. 1, Exhibits 1) for all funds is approximately $110 million. In accordance with the City's Budget Policy, the FY 2025-2026 Proposed General Fund Budget represents a balanced budget, with General Fund revenues of $43.6 million and expenditures of $43.6 million.

City Council Agenda Report

ITEM NO. 28

DATE: August 20, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Greg Lloyd, Fire Chief

SUBJECT: **CONSIDER INTRODUCTION OF AN ORDINANCE OF THE CITY OF SOUTH PASADENA DESIGNATING FIRE HAZARD SEVERITY ZONES INCLUDING THE DESIGNATION OF ADDITIONAL LOCAL AREAS PURSUANT TO GOVERNMENT CODE SECTION 51179 AND AMENDING CHAPTER 14 OF THE SOUTH PASADENA MUNICIPAL CODE**

Recommendation

It is recommended that the City Council introduce the ordinance by title only and waive full reading of the ordinance designating fire hazard severity zones including the designation of additional local areas pursuant to Government Code Section 51179 and amending Chapter 14 (Fire Prevention) of the South Pasadena Municipal Code.

Executive Summary

In response to increased wildfire threats and the release of the updated 2025 Fire Hazard Severity Zone (FHSZ) Map, the City of South Pasadena proposes that the City Council introduce and subsequently adopt the proposed ordinance.

In March 2025, CAL FIRE released the 2025 Local Responsibility Area Fire Hazard Severity Zone Map for the City of South Pasadena. Pursuant to Government Code Section 51179, the City Council must adopt an ordinance designating the Fire Hazard Severity Zones as set forth in the State map. In addition, the Fire Department is requesting that the City locally designate additional High Fire Hazard Severity Zones. The areas proposed for local designation, specifically south of Monterey Road and west of Meridian Avenue, were omitted from the State map due to technical thresholds in CAL FIRE's modeling criteria. However, based on documented vegetation, topography, access limitations, and historical wildfire behavior, these areas present a significant wildfire hazard. Last, there are properties that were mapped by the State that have two designations-Very High and High Fire Hazard Severity Zones. In order to ensure consistent application of the requirements related to defensible space, the proposed ordinance designates those parcels with two designations to only one designation--a Very High Fire Hazard Severity Zone.

Background

On March 24, 2025, CAL FIRE released its updated FHSZ maps identifying areas of elevated wildfire hazard. For the first time, portions of South Pasadena—including the Arroyo Seco and the western slopes of the Monterey Hills—were designated as 'Very High' FHSZs. However, certain at-risk areas were excluded due to CAL FIRE’s 200-acre fuel bed threshold. Informed

by the City's 2023 Local Hazard Mitigation Plan and the April 2025 FHSZ Assessment, the Fire Department determined that the Monterey Hills contain 122 acres of vegetated terrain with eight contiguous fuel beds exceeding four acres. The area also experiences challenging emergency access conditions and lies within known fire corridors influenced by prevailing westerly winds

Analysis
Under Government Code § 51179, the Authority Having Jurisdiction (AHJ) may locally designate additional areas as Fire Hazard Severity Zones. If a city designates new areas as being in the Very High Fire Hazard Severity Zone, findings supported by substantial evidence are required to show that the defensible space and other requirements of Government Code Section 51182 are necessary for effective fire protection within that area. Findings are not required to designate areas as being in the High Fire Hazard Severity Zone.

Nevertheless, City staff have compiled empirical data and conducted site-specific assessments supporting the expansion of the High FHSZ designation to include areas south of Monterey Road and west of Meridian Avenue. This designation will ensure that these areas comply with the defensible space requirements. This local amendment ensures consistency between the State FHSZ map and the City's wildfire preparedness strategy. In addition, the State map contains parcels that have both a Very High and High Fire Hazard Severity Zone designation. As the City is not permitted under the Government Code to reduce any area designated Very High, the proposed ordinance will designate those parcels as solely being in the Very High Fire Hazard Severity Zone. This will alleviate confusion for those parcel owners. In addition, it is necessary to ensure that the defensible space requirements and other restrictions set forth in Government Code Section 51182 apply to the entire parcel, not just a portion of the parcel, for effective fire protection.

Staff recommends the City Council move forward with the proposed ordinance to ensure consistency with Government Code Section 51182 requirements and to preserve eligibility for related grant funding.

Alternatives
1. The City Council can choose to adopt only the State FHSV map, however this excludes the Monterey Hills area and those parcels that have two designations.
2. Direct staff to conduct further analysis before proceeding.

Fiscal Impact
The proposed ordinance does not carry a direct fiscal impact. Existing staff will continue conducting annual defensible space inspections. Any additional workload generated by the ordinance will be monitored, and staffing recommendations will be presented in future budget cycles if needed.

Key Performance Indicators and Strategic Plan
This proposal aligns with Strategic Plan Article 3: Develop a Comprehensive Emergency Preparedness Plan to Ensure Public Safety through Active Response and Recovery Efforts. Specifically addressing 3e-wildfire mitigation.

Commission Review and Recommendation
On April 14, 2025 the item was presented to the Public Safety Commission and received unanimous support for staff's proposed recommendations.

Public Notification
On August 1, 2025 a notice of public hearing was published in accordance with State law.

Attachment:
Attachment No. 1 - Public Hearing Notice
Attachment No. 2 - South Pasadena Local Designation Fire Hazard Severity Zone

CITY OF SOUTH PASADENA

ATTACHMENT NO. 1

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of South Pasadena, California, will conduct a Public Hearing pertaining to the item(s) listed below:

DATE OF HEARING: Wednesday, August 20, 2025

TIME OF HEARING: 7:00 P.M., or soon thereafter

LOCATION OF HEARING: City Council Chambers
1424 Mission Street
South Pasadena, CA 91030

HEARING ITEM(S): **CONSIDERATION OF ADOPTION OF THE 2025 FIRE HAZARD SEVERITY ZONE (FHSZ) MAP AND LOCAL DESIGNATION OF HIGH FIRE HAZARD SEVERITY ZONE IN SOUTH PASADENA**

It is respectfully recommended that the City Council approve the proposed ordinance and set a public hearing to:

1. Consider adoption of the 2025 Fire Hazard Severity Zone Map for Local Responsibility Areas, as published by the Office of the State Fire Marshal.
2. Consider local designation of the area south of Monterey Road and west of Meridian Avenue as a High Fire Hazard Severity Zone based on substantial local evidence.
3. Receive public input and update the South Pasadena Municipal Code accordingly, in compliance with State law.

In response to increased wildfire threats and the release of the updated 2025 Fire Hazard Severity Zone (FHSZ) Map, the City of South Pasadena proposes to approve the proposed ordinance for public review and set a public hearing. This will allow for public input prior to final adoption of the State map and local designation of additional High Fire Hazard Severity Zones. The areas proposed for local designation, specifically south of Monterey Road and west of Meridian Avenue, were omitted from the State map due to technical thresholds in CAL FIRE's modeling criteria. However, based on documented vegetation, topography, access limitations, and historical wildfire behavior, these areas present a significant wildfire hazard. Approval to proceed with a public hearing will ensure transparent public engagement and legislative compliance.

The documents related to this item maybe found at https://www.southpasadenaca.gov/Your-Government/Your-City-Council/City-Council-Agendas once the agenda for the meeting is posted.

INVITATION TO BE HEARD

Members of the public may participate and be heard in person at the City Council Chambers, via Zoom or by written comments.

PUBLIC COMMENTS

Public Comments and Questions may be submitted as follows:

IN PERSON: Participate in-person at the City Council Chambers
EMAIL: ccpubliccomment@southpasadenaca.gov
ZOOM via “Raise Hand” function

Note:

- Reference the hearing title and date in any written correspondence.

CITY OF SOUTH PASADENA

ATTACHMENT NO. 1

NOTICE OF PUBLIC HEARING

- All written correspondence must be received by 12:00 p.m. on hearing date (and as posted on the Agenda)

Please note that if you challenge the City Council's action in regard to this matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City, either at or prior to the public hearing.

CONTACT INFORMATION

Further information may be obtained by contacting the following:
Fire Department
Firedepartment@southpasadenaca.gov
(626) 403-7300

In compliance with the American with Disabilities Act (ADA), if you require special assistance, please contact the City Clerk's Division at least 48 hours prior to the meeting to inform us of your needs. The City will make every reasonable attempt to accommodate and assist you.

Dated: July 22, 2025

/s/_____
Mark Perez
Acting Chief City Clerk
City of South Pasadena

Fire Hazard Severity Zones

Fire Hazard Severity Zones
- Moderate
- High
- Very High

CITY OF SOUTH PASADENA CALIFORNIA · INCORPORATED MARCH 2, 1888 ·

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BUCKNAM INFRASTRUCTURE GROUP, INC

City Council Agenda Report

ITEM NO. 29

DATE: August 20, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Erika Ramirez, Community Development Director
Robert (Dean) Flores, Acting Planning Manager

SUBJECT: **CONSIDERATION OF THE PROPOSED AMENDMENT TO THE CITY'S LAND USE AND OPEN SPACE ELEMENTS OF THE GENERAL PLAN, THE 2021-2029 (6TH CYCLE) HOUSING ELEMENT OF THE GENERAL PLAN AND THE DOWNTOWN SPECIFIC PLAN; AND INTRODUCTION OF AN ORDINANCE TO AMEND SOUTH PASADENA MUNICIPAL CODE (SPMC) CHAPTER 36 (ZONING) AND SOUTH PASADENA ZONING MAP TO PROPOSE NEW HEIGHT LIMITS, DENSITY ADJUSTMENTS, AND OTHER DEVELOPMENT STANDARD ADJUSTMENTS TO FACILITATE HOUSING AND IMPLEMENT HOUSING ELEMENT PROGRAMS**

Recommendation

It is recommended that the City Council conduct a public hearing and take the following actions:

1. Adopt a resolution amending the Land Use and Open Space Elements of the General Plan (Attachment 1),
2. Adopt a resolution conditionally amending the 2021-2029 (6th Cycle) Housing Element of the General Plan (Attachment 2),
3. Adopt a resolution amending the Downtown Specific Plan (Attachment 3),
4. Introduce and waive full reading of an ordinance amending Chapter 36 of the South Pasadena Municipal Code (Zoning Code) and the Zoning Map and request the City Attorney read the ordinance by title only (Attachment 4), and
5. Finding the actions in compliance with the California Environmental Quality Act (CEQA) via an Addendum to the General Plan's Program Environmental Impact Report (PEIR) and as statutorily exempt.

Executive Summary

This item recommends amendments to the City's General Plan Land Use and Housing Elements (and Land Use Map), the Downtown Specific Plan (DTSP), SPMC Chapter 36 (Zoning) and the official Zoning Map to implement Housing Element programs that support multi-family housing throughout the city. These changes include updated height and development standards, consistent with Measure SP, approved by the voters in November 2024. Measure SP authorizes the City Council to adopt appropriate height limits needed to meet the City's state-mandated Regional Housing Need Assessment (RHNA) and maintain Housing Element certification with the California Department of Housing and Community

Development (HCD). The proposal also includes refinements to the Housing Opportunity Overlay District to align densities with RHNA allocations across income levels, informed by further analysis and community feedback.

Below is a summarized list of the proposed amendments:

- General Plan – Align maximum heights of 45', 50' 60' or 70' and minimum density requirements as proposed in the Downtown Specific Plan (DTSP) Resolution and Zoning Ordinance; reflect proposed changes in the Land Use map
- Housing Element - Revise Tables VI-51 (now referred to as VI-53) and Table VI-52 (now referred to as VI-44) to remove calculation errors and remove sites that are unnecessary and to generally demonstrate RHNA compliance along with related information updates and consistency edits. (Note, that these amendments would only take effect once the Housing and Community Development Department (HCD) finds the amended Housing Element in compliance with State Housing Element Law).
- Downtown Specific Plan (DTSP) - in Fair Oaks Corridor Zone, allow a density of 90 du/acre (reduced from 110 du/acre) and a maximum height of 70 feet; amend the portion of the Mixed Use Core Zone on Mission Street west of Orange Grove Avenue to allow a density of 50 du/acre (instead of 70 du/acre) with a maximum height of 50 feet; allow a maximum height of 60 feet for remaining properties in the Mixed Use Core Zone with a density of 70 du/acre; revise applicable development standards and update the DTSP map and other associated figures accordingly
- Zoning Code and Zoning Map - Modification of the maximum allowable height (using a concept known as height averaging) and other development standards in the Mixed-Use Overlay Zone and Housing Opportunity Overlay (HOO) Zone, modifying the boundary of the HOO zone by removing the majority of the RM-zoned properties (while maintaining all of the RH-zoned properties) in the Ostrich Farm area and maintaining most of the RM-zoned properties (while maintaining all of the RH-zoned properties) along Huntington Drive; establishing a CF-50 zoning district to allow higher intensity multifamily housing on certain religious congregation or private school sites that are larger than two acres; and revising the Zoning Map accordingly to show all of the affected areas and referencing their maximum allowable densities and heights.

Multiple outreach efforts and public hearings were held from January - June 2025 that helped the Planning Commission make their formal recommendations to City Council on the proposed amendments. Feedback from these meetings has been incorporated into the proposed amendments, which have also been informed by ongoing analysis and review of the data and by the work of the Planning Commission sub-committee which has provided research and analysis, while working with staff and the consultants. Lastly, an Addendum to the Environmental Impact Report for the General Plan and Downtown Specific Plan Update & 2021–2029 Housing Element Implementation Programs has been prepared in compliance with the California Environmental Quality Act, although the actions are also exempt from CEQA pursuant to a recently enacted statutory exemption.

Background

This item was originally presented to the City Council during their regular meeting on July 16, 2025 but was continued to their regular meeting on August 20, 2025.

Current Zoning and Project Initiation

In May 2023, the City adopted the 6th Cycle Housing Element, which included programs to increase residential capacity and facilitate affordable housing production. Since then, the City Council has adopted several ordinances to implement these programs by increasing allowable residential densities, including affordable units, in targeted areas.

In 2023, a Mixed-Use Overlay was established for commercial zones along the city's corridors, permitting residential and mixed-use projects at densities up to 70 dwelling units per acre (du/acre). Later that year in October, The Downtown Specific Plan (DTSP) was adopted creating two new zones:

- **Mixed-Use Core Zone** (Mission Street and some adjacent streets): up to 70 du/acre
- **Fair Oaks Avenue Zone:** up to 110 du/acre.

In 2024, the City increased residential densities in the RM (Residential Medium Density) and RH (Residential High Density) zones:

- RM: from 14 to 30 du/acre
- RH: from 24 to 45 du/acre

Subsequently, in 2024, the City created the Housing Opportunity Overlay (HOO) Zone, which was applied to selected areas within the RM and RH zones. The HOO Zone was established in locations near the Ostrich Farm, along the length of Huntington Drive, and the southern part of Fair Oaks Avenue. It permits residential development at a density of up to 70 du/acre, subject to additional applicable standards.

Because of the previous citywide cap on building heights of 45 feet, the Council was unable to adopt heights limits exceeding 45 feet when these increased densities were established. As a result, all zones permitting densities of 50 du/acre or more- including the RM, RH, Mixed Use Overlay, DTSP, and HOO- remain limited to a 45-foot maximum building height. The Housing Element identified that future development may require greater heights (estimated at up to 84 or 110 feet) to accommodate increased densities, particularly along Fair Oaks Avenue, but these projections were not based on detailed modeling or feasibility analysis.

Pursuant to SPMC Section 36.620.030, amendments to the General Plan, Specific Plans, and Zoning Code/Map must follow established procedures. The City Council's adoption of the Housing Element- specifically Program 2.n (Citywide Height Limit Ballot Initiative) and 3.n (Zoning Changes)- demonstrated intent to initiate the height and development standard amendments, to support allowing for 50 dwelling units/acre or more, which are included in this item. Program 2.n the City to revise height standards within 120 days of voter approval of Measure SP. Program 3.n, already partially implemented through prior zoning code updates, is now being advanced further through this proposed set of amendments.

These amendments are necessary to align height limits and development standards with the increased densities, complete implementation of Housing Element programs, support RHNA compliance, and guide context-sensitive housing development across the City.

<u>Community Outreach and Planning Commission Recommendation</u>

In order to provide multiple opportunities to communicate with and hear from the community following the approval of Measure SP, the Community Development Department, together with its consultants, the Arroyo Group, developed and implemented an extensive outreach plan over the months of January through June.

On January 14 and 23, 2025, the City hosted two community listening sessions. These listening sessions included am informational portion, educating attendees on the current status of the Measure SP implementation and other relevant updates from the Community Development Department. Additionally, these community listening sessions gave residents an opportunity to ask questions and leave comments regarding the Housing Element and Measure SP. Where applicable, City staff was able to answer questions and provide clarification to residents' inquiries. Longer written responses were later prepared and posted on the Department's website.

On February 1, 2025, the City hosted a walking tour in the Downtown Mission Street and Fair Oaks areas. During this walking tour, the planning team shared local examples of higher density and heights, visited new multifamily and mixed-use developments in the City, and visited the sites of proposed/approved housing developments and suitable sites included in the Housing Element. City staff and stakeholders discussed appropriate densities and heights in different areas as well as development standards that make higher heights and densities possible and palatable.

A second walking tour took place on February 15, 2025, in the Ostrich Farm and Huntington Drive areas. This walking tour covered the same topics as the first walking tour within the different contexts of these areas. Each walking tour was attended by approximately 40 stakeholders, including City Councilmembers and Planning Commissioners. Valuable feedback was collected during these walking tours and incorporated into the open houses held in February.

On February 18, 2025, the City hosted an open house to showcase the analysis prepared in regard to height limits in conjunction with housing density. The open house visuals included boards explaining the process, maps of the current and proposed zoning and density, examples of height studies conducted on development scenarios in the Huntington Drive, Ostrich Farm, Fair Oaks, and Mission Street areas, and an interactive board for participants to weigh in on their priorities as they related to density and height.

A second open house was held on March 18, 2025, this time focusing on current development standards that may factor into the challenges of developing housing, including: setbacks, stepbacks, building breaks, parking location, open space, and minimum unit sizes. The session featured a presentation, real-time polling activity to gauge reactions to the standards and a Q&A session. Both open houses were attended by approximately 40 stakeholders.

On March 26, 2025, the Planning Commission and City Council hosted a joint study session on Measure SP Implementation, to hear additional public comments and get feedback and direction for preparation of the draft amendments to the Land Use Element, Housing Element, Downtown Specific Plan, and Zoning Code.

On April 29, 2025, the Planning Commission held its initial public hearing on the proposed amendments. Following review and public input, the Commission continued the hearing to May 7, 2025. The Commission requested the Arroyo Group and staff, consider alternative scenarios of the proposed adjustments to maximum heights, densities, and boundary of the HOO Zone. The public hearing was continued with further Planning Commission deliberations and public input opportunities on May 20, 2025, June 10, 2025, and June 24, 2025. An open house on June 16, 2025 provided the community an opportunity to review the Commission's

draft recommendations to City Council. At a continued public hearing meeting held on June 24, 2025, the Commission adopted four Resolutions recommending approval of the proposed amendments to the City Council.

Analysis

The primary objective of the proposed project is to adjust maximum allowable building heights and residential densities (dwelling units per acre) in targeted areas of the city. As summarized in Attachment 5, the final recommendations reflect an iterative process informed by public input, development scenario testing by the Arroyo Group, and detailed review by the Planning Commission over the course of several public meetings, beginning with the March 26 Study Session and concluding with the Commission's formal recommendation on June 24, 2025.

The Commission carefully evaluated existing conditions across affected areas, including downtown districts, Huntington Drive and the Ostrich Farm area. Based on this analysis, the majority of RM-zoned properties in the Ostrich Farm and portions of Huntington Drive were removed from the Housing Opportunity Overlay (HOO) Zone. The Commission also emphasized aligning height limits with allowed densities across all areas, resulting in the following standards:

- Areas with a maximum density of 70 units/acre - 60 ft. max height
- Areas with a maximum density of 90 units/acre - 70 ft. max height
- Areas with a maximum of density of 50 units/acre - 50 ft. max height
- Areas with a maximum density of 30 units/acre - 45 ft. max height

Additionally, the Planning Commission recommended allowing residential development on certain religious congregation and private school sites, subject to the following criteria:

- Sites in the CF zone larger than two acres: up to 50 du/ac, or
- Sites in the DTSP Civic zone larger than one acre
- Rezone non-sanctuary properties to Mixed-Use Core (70 du/ac)

Housing Element Amendment

As noted above, a formula error in Housing Element Table VI-51 (now known as Table VI-53) led to an overestimation of the zoning needed to meet the City's RHNA allocation by income category. The table incorrectly signaled a need for additional high-density zoning to demonstrate compliance. In response, the City proceeded with rezoning actions to secure HCD certification of the Housing Element. As a result, the City's current residential development capacity significantly exceeds RHNA requirements, creating a buffer that is larger than necessary.

Further review also identified discrepancies in the assumed probability of development for certain sites. While the narrative stated a 30% assumption, the calculation used only 8%, effectively lowering the projected capacity. In addition, the total number of units reflected in the table did not align with totals reported elsewhere in the document due to the absence of a summarized total. These combined errors further contributed to the conclusion that additional zoning was required and which was undertaken to obtain HCD certification.

The draft Housing Element amendment will correct these issues by applying a more realistic development probability of 7.5% over the eight-year planning period—consistent with the prior 8% assumption—and now includes a total that aligns with the RHNA compliance summary (Table VI-44). The current process to revise height limits presents an opportunity to "right-size"

allowable density, better aligning it with RHNA obligations and reducing the surplus buffer. Additional related updates to the Housing Element are provided in Exhibits A (Summary of Changes) and B (Full Amendment) of Attachment 2. As noted above, the Housing Element amendments would only become effective at such time as the required HCD review process has been completed, and HCD finds that the amended Housing Element substantially complies with Housing Element Law, which is also known as HCD certification.

General Plan Amendment

To maintain internal consistency among General Plan elements, corresponding updates to the Land Use Element are required as a result of the proposed Housing Element amendments. As noted in the Executive Summary, the Planning Commission's recommendations generally align maximum allowable residential densities with corresponding height limits in specific zoning areas and their associated General Plan land use designations. Accordingly, the proposed General Plan Amendment includes the following changes:

- Allowing up to 60' in building height in the Mixed-Use Core and HOO Zone
- Allowing up to 50 units/acre and 50' building height on Mission Street, west of Orange Grove Avenue
- Allowing up to 90 units/acre in the Fair Oaks Corridor with a maximum building height of 70'
- Allowing up to 50 units/acre and 50' in building height for properties in the Civic land use designation (so long as they meet the aforementioned zoning requirements),
- An updated Land Use map consistent with the proposed Zoning Map Amendment
- Other minor associated edits throughout

These general plan amendments would take effect when the Zoning Ordinance and Zoning Map amendments are effective, in order to allow, among other things, the new height standards to become effective in furtherance of Housing Element Program 2.n.

DTSP, Zoning Code, and Zoning Map Amendments

To implement the proposed adjustments to maximum allowable density and building height, amendments to the Downtown Specific Plan (DTSP), Zoning Code, and Zoning Map are required. Attachments 3 and 4 include the draft DTSP Resolution and zoning ordinance for these amendments. In addition to updating allowable densities and heights, the resolution and ordinance also include related modifications to development standards necessary to support the proposed changes.

A Planning Commission subcommittee, composed of Commissioners Claypool and Gallatin, collaborated with staff and the Arroyo Group to evaluate and recommend updates to existing standards. Proposed adjustments include, but are not limited to: minimum setbacks, stepbacks, building articulation, private and common open space, minimum site landscaping, and parking requirements. These revised standards would apply to the DTSP zones (Mixed-Use Core and Fair Oaks Corridor), as well as the RM, RH, Mixed-Use Overlay, and Housing Opportunity Overlay (HOO) zones. The full list of proposed development standard amendments are incorporated into the attached DTSP Resolution and zoning ordinance as well as a summary table being provided as Attachment 6. In addition, revised from the previous Zoning Ordinance in the July 16th City Council agenda packet are the provisions regarding height averaging. Further refinement was made to Section 36.300.040 regarding

the allowance of height (instead of height averaging) for properties within the Mixed Use Overlay, HO Overlay and the DTSP zone districts. Corresponding revisions were also made to the DTSP where necessary.

The Zoning Map is also proposed to be updated to reflect the locations of all affected areas. For reference, the current Zoning Map is provided as Attachment 7, and the proposed map is included as Exhibit B of Attachment 4 and as Attachment 8. The proposed changes include the following:

- Modifying the boundaries of the HOO Zone by removing the many of the RM-zoned properties along Ostrich Farm area while maintaining most of the RM-zoned properties along Huntington Drive. Some RM-zoned properties along Olive Avenue and La Senda Place were proposed to be removed in the HOO Zone.
- Allowing housing on certain CF-zoned properties (as mentioned previously) and showing their locations on the map (CF-50).

Economic Feasibility and RHNA Capacity Buffer

A key consideration in the Planning Commission's recommendations was ensuring that the proposed adjustments would support economically feasible development. The Arroyo Group prepared multiple iterations of an Economic Feasibility Memorandum, with the most recent version included as Attachment 8. The memorandum incorporates a 7.5% development probability for Housing Element sites over the eight-year planning period and includes prototypical development models aligned with the Commission's recommended standards.

As noted above, the proposed amendments—supported by the feasibility analysis—result in a projected surplus of 641 units beyond the City's RHNA requirements, as shown in Table VI-44 of the Housing Element Amendment. Of these, 118 units (10.2%) are allocated to the lower-income category, which is anticipated to meet HCD expectations if the City Council adopts the recommended changes.

Findings

The required Municipal Code findings for each proposed amendment can be found in their corresponding resolution or ordinance in Attachments 1-4.

Alternatives

As an alternative to the recommendation, the City Council may consider:

1. Revising the draft recommendations, introduce the ordinance, and approve the resolutions with any applicable revisions,
2. Continue the public hearing, and direct staff to modify any requested information or run additional development scenarios

Fiscal Impact

Upon adoption of the proposed amendments, staff time would be required to implement the updated General Plan, Downtown Specific Plan, Zoning Code, and Zoning Map. These costs are included in Community Development's operating budget for fiscal year 2024-2025 and proposed budget of fiscal year 2025-26. Additionally, any future development projects as a result of the proposed amendments will have to pay their respective permit and development impact fees.

Key Performance Indicators and Strategic Plan
This project supports the following priority in the Strategic Plan:

Priority 5: Plan for affordable housing to comply with state mandates and respond to community needs.

Commission Review and Recommendation
As mentioned earlier in the report, the Planning Commission initially opened the public hearing on this item on April 29, 2025 and continued the hearing multiple times on May 7th, May 20th, June 10th and June 24th. On June 24, 2025, in a 6-0 vote, the Planning Commission passed four resolutions (one for the General Plan Amendment, Housing Element Amendment, DTSP Amendment, and Zoning Code/Zoning Map Amendment) to recommend that the City Council adopt each amendment as presented in Attachments 1-4 of this staff report. The Planning Commission agenda reports and their corresponding Additional Documents can be found hyperlinked below:

- April 29, 2025 Planning Commission Agenda Packet
  - Additional Documents
- May 7, 2025 Planning Commission Agenda Packet
  - Additional Documents #1
  - Additional Documents #2
- May 20, 2025 Planning Commission Agenda Packet
  - Additional Documents
- June 10, 2025 Planning Commission – Item No. 4 Packet
  - Additional Documents
- June 24, 2025 Planning Commission Agenda Packet
  - Additional Documents

Public Notification
A public notice for this Public Hearing was published in the South Pasadena Review on July 4, 2025 as required by law. The public was also made aware of this public hearing through its inclusion in the legally publicly noticed agenda, posted physically at City Hall on the City's website, City social media posts, and via email sent to a list of interested parties. As noted earlier in the staff report, the item was originally presented to City Council on July 16, 2025 but was continued to August 20, 2025. No additional public noticing was required.

Environmental Analysis
The policies and implementation documents that were adopted and now proposed for amendment were analyzed in the Environmental Assessment (EA) prepared for the Housing Element, and adopted by the City Council on May 30, 2023, and the changes are within the scope of that analysis.

Further, the policies and implementation documents that were adopted and now proposed for amendment were analyzed in the Program Environmental Impact Report (PEIR) for the General Plan and Downtown Specific Plan Update and 2021-2029 Housing Element Implementation Programs, which was certified by the Council on September 27, 2023. Section 15164 of the State CEQA Guidelines states that an Addendum to an earlier Mitigated Negative Declaration or EIR shall be prepared if some changes or additions are necessary to the previously adopted document, but none of the conditions described in Section 15162 calling for preparation of a subsequent Mitigated Negative Declaration or EIR have occurred. Based

on the analysis and information contained in the Addendum to the PEIR, included as Attachment 10 to the staff report presented herein, there is no evidence that the proposed project requires major changes to the PEIR. Comparison of the previous project with the proposed Amendments indicates that there are no new significant environmental impacts associated with implementation of height, density and development standards to support housing development. In addition, there is no substantial evidence that the circumstances under which the project is undertaken have substantially changed, and there is no evidence of new or more severe environmental impacts arising out of the proposed changes to the policy documents. The amendments to these policy documents are considered in the same context of compliance with the City's Regional Housing Needs Assessment (RHNA), as it has been allocated to require planning for additional housing development amid a statewide housing shortage, as reflected in the certified Housing Element. Therefore, an addendum to the PEIR has been prepared in compliance with CEQA.

This Project also qualifies for a recently enacted CEQA exemption for housing element implementation, as codified in Public Resources Code Section 21080.085, and adopted as part of SB 131 which took immediate effect. This exemption provides as follows:

"21080.085 (a) This division [CEQA] does not apply to a rezoning that implements the schedule of actions contained in an approved housing element pursuant to subdivision (c) of Section 65583 of the Government Code."

Section 65583 (c) implementation actions, although referred to in the exemption as rezoning, are broadly defined to include, but are not limited to:

- Making make sites available during the planning period with appropriate zoning and development standards to accommodate RHNA needs for all income levels that could not be accommodated on sites identified in the sites inventory,
- Assisting in the development of adequate housing to meet the needs of extremely low, very low, low-, and moderate-income households.
- Removing governmental and nongovernmental constraints for development of housing for all income levels
-

The Project includes consistency amendments among the various interrelated documents (General Plan, Housing Element, Downtown Specific Plan, and Zoning) that are within the scope of, and contemplated by programs under Section 65583 (c).

With respect to tribal consultation, the proposed adjustments to height, density, and other standards have no impact on tribal cultural resources. However, these impacts were considered in the PEIR and nothing contained in the proposed Amendments alters the type, level or severity of impact in terms of tribal cultural resources because the proposal is limited to adjusting existing development standards and residential density which, in of itself, do not directly relate to adverse impacts of any tribal cultural resources as listed above. Although not required pursuant to CEQA, the City invited tribal consultation pursuant to SB 19. The Gabrieleño Band of Mission Indians - Kizh Nation requested consultation. The Tribe and the City engaged in consultation, and the Tribe requested mitigation related to tribal monitoring for any ground disturbing activities associated with the Project. However, this Project involved policy and planning decisions with no ground disturbance contemplated, thus there is no ground monitoring to be monitored, and there would not be any unanticipated discovery of tribal cultural resources or human remains. In the future, specific development projects would

be reviewed for CEQA applicability and compliance, and based on the environmental review process undertaken, tribal monitoring of related ground disturbances, and protocols for unanticipated discovery of tribal cultural resources or human remains may be required or added as a mitigation. Further, all projects are subject to existing laws related to discovery and treatment of human remains.

Additionally, during the June 24, 2025 Planning Commission meeting a resident, Mr. Ed Elsner, provided a public comment that questioned the environmental review of the Housing Opportunity Overlay zone with a 70 dwelling units per acre allowed density. Mr. Elsner referred to comments he made on the Program EIR for the General Plan and Downtown Specific Plan Update and Housing Element Implementation Programs related to Housing Element Table VI-51 (now Table VI-53) assumptions and responses to those comments regarding the City's intent to correct the table through a future amendment process, which is part of this current project effort. However, when the City Council adopted the Housing Opportunity Overlay zone in March 2024, in order to implement the housing element and obtain HCD certification, the City Council found that the rezoning action was exempt from CEQA, pursuant to Government Code Section 65759. This determination was based on the action being taken to bring the General Plan into compliance with state law and a court order related to the Housing Element litigation. Further, an Environmental Assessment was prepared and adopted for the Housing Element, pursuant to the special provisions of Government Code Section 65759, and the Housing Overlay zone implemented the housing element. The City filed a notice of exemption related to adoption of the Housing Opportunity Overlay zone, and the CEQA challenge period has long since expired. Therefore, CEQA review of the Housing Opportunity Overlay has been completed, and the implementation actions contemplated as part of this Project result in scaling back the Housing Opportunity Overlay Zone on certain RM properties, and thus would have lesser impacts, including any impacts to views or vistas, than under current regulations.

Attachment:
Attachment No. 1 - Resolution Amending the General Plan re Height Density and Develop
Attachment No. 2 - Resolution Adopting an Amendment to the Housing Element
Attachment No. 3 - Resolution Adopting DTSP Amendment
Attachment No. 4 - Zone Text and Map Amendment for Height Density
Attachment No. 5 - Summary Heights Densities Table
Attachment No. 6 - PC Subcommittee Development Standards Table
Attachment No. 7 - Existing Zone Map
Attachment No. 8 - Proposed Zoning Map
Attachment No. 9 - Feasibility Memo 2025.08.14
Attachment No. 10 - Addendum for GP - DTSP-HE-ZTA
Attachment No. 11 - PC Subcommittee Building Height Depiction

RESOLUTION NO. __

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ADOPTING A GENERAL PLAN AMENDMENT TO IMPLEMENT THE 2021-2029 (6TH CYCLE) HOUSING ELEMENT AND RELATED ACTIONS

WHEREAS, Sections 65300 *et. seq.* of the California Government Code requires each city and county to adopt a comprehensive, long-term General Plan for the physical development of land within its jurisdiction and Sphere of Influence; and

WHEREAS, Sections 65580 *et. seq.* of the California Government Code requires each city and county to periodically prepare and update its Housing Element in its General Plan. The City of South Pasadena received the Regional Housing Needs Allocation (RHNA) numbers from the Southern California Association of Government in 2019, in conjunction with the requirement that the City update its Housing Element for the 6th Cycle (2021-2029); and

WHEREAS, on May 30, 2023, the City Council adopted the Environmental Assessment (EA) prepared for the 2021-2029 (6th Cycle) Housing Element ("Housing Element") and then adopted the Housing Element; and

WHEREAS, certain further actions were necessary to obtain a determination from the State Department of Housing and Community Development (HCD) that the Housing Element substantially complied with Housing Element Law; and,

WHEREAS, the City completed the necessary actions and on July 29, 2024, HCD found the City's Housing Element to substantially comply with State Housing Element Law; and,

WHEREAS, on September 27, 2023, the City Council adopted the Program Environmental Impact Report prepared for the General Plan Update and the Downtown Specific Plan and 2021-2029 Housing Element Implementation Programs Project; and

WHEREAS, the City has continued to work diligently to implement Housing Element programs, including adopting a new General Plan, Downtown Specific Plan, and rezoning; and

WHEREAS, Housing Element Program 2.n called for the City to place a ballot initiative before the voters of South Pasadena to consider removing the 45-foot building height limit in certain parts of the City, and on November 5, 2024, South Pasadena residents approved said measure with the results being certified by the City Council on December 18, 2025, thus enabling amendments to the General Plan, Downtown Specific Plan, and the South Pasadena Zoning Code consistent with the adopted Housing Element; and

WHEREAS, on February 1 and February 15, 2025, the City conducted walking tours to familiarize residents and public officials with the areas under consideration for revised building height limits and development standards, with staff receiving feedback and suggestions from the community on potential changes to both the South Pasadena Municipal Code and Downtown Specific Plan, as well as the Housing Element, with approximately 40 residents in attendance at each event; and

WHEREAS, on February 18, 2025, the City conducted an open house to showcase the analysis prepared in regard to height limits in conjunction with housing density, with maps showing areas in which the City proposed to increase height and exhibits showing examples of conceptual development scenarios in areas that included Huntington Drive, Ostrich Farm, Fair Oaks Avenue, and Mission Street, with staff receiving feedback from the approximately 40 residents who attended; and

WHEREAS, on March 11, 2025, a subcommittee of two Commissioners was formed to study in-depth the assumptions and methodology involved in the proposed amendments; and

WHEREAS, on March 18, 2025, the City conducted a second open house, this time focusing on current development standards that may present challenges to housing development including setbacks, stepbacks, building breaks, parking location, open space, and minimum unit sizes, with staff receiving feedback from the approximately 40 participants who attended; and

WHEREAS, on March 26, 2025, a joint City Council and Planning Commission study session was held wherein additional public comment and feedback from both the Planning Commission and the City Council were received regarding potential amendments to the General Plan, Housing Element, Downtown Specific Plan, the Zoning Code found in the South Pasadena Municipal Code, and the City's Zoning Map; and

WHEREAS, On April 8, 2025, the Planning Commission subcommittee that was convened to study the assumptions and methodologies upon which potential amendments would be based reported to the full Planning Commission, resulting in further feedback to staff with the subcommittee continuing to work with staff to prepare a recommendation for future consideration by the Planning Commission; and

WHEREAS, on April 29, 2025, the Planning Commission held a duly noticed Public Hearing, wherein the Planning Commission received a staff presentation and staff report on potential amendments to the General Plan, Housing Element, Downtown Specific Plan, the City's Zoning Code and the City's Zoning Map ("proposed project" or "project"; received public testimony; and held Planning

Commission discussion. Thereafter, the Planning Commission continued the Public Hearing to May 7, 2025; and

WHEREAS, on May 7, 2025, the Planning Commission continued its Public Hearing, wherein the Planning Commission resumed its discussion, received corrected maps and exhibits, including a density/height summary table and received public testimony. Thereafter, the Planning Commission continued the public hearing to May 20, 2025; and

WHEREAS, on May 20, 2025, the Planning Commission continued its Public Hearing, wherein the Planning Commission resumed its discussion, received corrections to the zoning map and density/height summary table, received public testimony and gave direction to staff and the City's consultant for additional information and scenarios related to the density and height amendments. Thereafter, the Planning Commission continued the public hearing to June 10, 2025; and

WHEREAS, on June 10, 2025, the Planning Commission continued its Public Hearing, wherein the Planning Commission received an updated density and height table of density based on recommendations and suggestions from the Planning Commission, received the updated Housing Element inventory zoning scenarios with corresponding Zoning Maps, received updated development standards table prepared by the Subcommittee and staff; resumed its discussion and provided preliminary recommendations to Staff in preparation for a community meeting to be held on June 16, 2025. Thereafter, the Planning Commission continued the public hearing to June 24, 2025; and

WHEREAS, on June 16, 2025, the Planning Commission held a community meeting to received input from the community and stakeholders regarding the Planning Commission's preliminary recommendations related to density, height and development standards in order to implement the Housing Element programs; and

WHEREAS, on June 24, 2025, the Planning Commission continued its Public Hearing, wherein the Planning Commission received a staff presentation and staff report on the amendments to the General Plan, Housing Element, Downtown Specific Plan, the City's Zoning Code and the City's Zoning Map based on the Planning Commission's previous discussion and direction; received a summary of the comments received at the June 16, 2025 community meeting; received public testimony; and held Planning Commission discussion and provided further direction to staff. Thereafter, the Planning Commission adopted a Resolution to recommend that the City Council adopt a General Plan Amendment to implement the Housing Element; and

WHEREAS, on July 16, 2025, the City Council noticed a public hearing on this matter and subsequently opened the public hearing and continued the public

hearing to the next regular meeting of the City Council to be held on August 20, 2025 at 7:00 p.m.; and

WHEREAS, on August 20, 2025, the City Council a held a duly noticed continued Public Hearing, wherein the City Council received a staff presentation and staff report on the proposed General Plan Amendment, as well as amendments to the Housing Element and Downtown Specific Plan and a Zoning Text Amendment and Zoning Map Amendment, as it relates to height, density and development standards in the City's zoning and overlay districts in order to implement the Housing Element. The City Council received public testimony and all interested persons had an opportunity to, and did, testify in this matter. Thereafter, the City Council asked questions and deliberated; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

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

SECTION 1. Recitals. The above recitals are hereby declared to be true and correct and are incorporated herein as if set forth in full.

SECTION 2. Findings. Based upon substantial evidence presented to the City Council during the Public Hearing, including public testimony and written and oral staff reports, along with the environmental documentation, the City Council finds:

A. All necessary Public Hearings and opportunities for public testimony and comment have been conducted in compliance with applicable law; and

B. That the proposed General Plan Amendment (GPA) is consistent with the Housing Goals and residential densities prescribed in the 2021-2029 (6^{th} Cycle) Housing Element and other General Plan elements.

SECTION 3. California Environmental Quality Act (CEQA). The policies and implementation documents that were adopted and now proposed for the amendment were analyzed in the Environmental Assessment (EA) prepared for the Housing Element, and adopted by the City Council on May 30, 2023, and the changes are within the scope of that analysis. Further, the policies and implementation documents that were adopted and now proposed for amendment were analyzed in the Program Environmental Impact Report (PEIR) for the General Plan and Downtown Specific Plan Update and 2021-2029 Housing Element Implementation Programs, which was certified by the Council on September 27, 2023. Section 15164 of the State CEQA Guidelines states that an Addendum to an earlier Mitigated Negative Declaration or EIR shall be prepared if some changes or

additions are necessary to the previously adopted document, but none of the conditions described in Section 15162 calling for preparation of a subsequent Mitigated Negative Declaration or EIR have occurred. Based on the analysis and information contained in the Addendum to the PEIR, there is no evidence that the proposed project requires major changes to the PEIR. Comparison of the previous project with the proposed amendments indicates that there are no new significant environmental impacts associated with implementation of height, density and development standards to support housing development. In addition, there is no substantial evidence that the circumstances under which the project is undertaken have substantially changed, and there is no evidence of new or more severe environmental impacts arising out of the proposed changes to the policy documents. The amendments to these policy documents, are considered in the same context of compliance with the City's Regional Housing Needs Assessment (RHNA), as it has been allocated to require planning for additional housing development amid a statewide housing shortage, as reflected in the Housing Element.

Therefore, the City Council adopts the July 2025 addendum to the PEIR. Further, on a separate and independent basis, the City Council finds that the project is exempt from CEQA pursuant to recently enacted Public Resources Code Section 21080.085, which provides that CEQA does not apply to a rezoning that implements the schedule of actions contained in an approved housing element pursuant to subdivision (c) of Section 65583 of the Government Code. Section 65583(c) implementation actions, although referred to in the exemption as rezoning, are broadly defined to include, but are not limited to: making make sites available during the planning period with appropriate zoning and development standards to accommodate RHNA needs for all income levels that could not be accommodated on sites identified in the sites inventory; assisting in the development of adequate housing to meet the needs of extremely low, very low, low-, and moderate-income households; removing governmental and nongovernmental constraints for development of housing for all income levels. The project includes consistency amendments among the various interrelated documents (General Plan, Housing Element, Downtown Specific Plan, and Zoning) that are within the scope of, and contemplated by programs under Section 65583 (c). Also, the actions included in the project reflect implementation of the Housing Element in light of Measure SP, and implementation of other Housing Element programs contemplated under Section 65583(c).

SECTION 4. General Plan Amendment Findings. South Pasadena Municipal Code Section 36.620.070(A) provides that a General Plan Amendment may be approved only if certain findings are met. Accordingly, based upon substantial evidence, including public testimony and written and oral staff reports, along with the environmental documentation, the City Council makes the following findings:

A. The General Plan Amendment is internally consistent with the actions, goals, objectives, and policies of the General Plan as well as programs

contained in the 2021-2029 (6th Cycle) Housing Element with the amendments of July 16, 2025. Specifically, the project is consistent with the following:

Housing Element Program 2.n:	Citywide Height Limit Ballot Initiative.
Housing Element Program 3.n:	Zoning Changes.
General Plan Policy P5.8:	Support the reduction of governmental and regulatory constraints, and advocate for the production of affordable housing.

Given that the General Plan Amendment would implement changes to support heights and building standards in support of, and consistent with, the Housing Element as amended on July 16, 2025, the City Council makes this finding.

B. The General Plan Amendment would not be detrimental to the public interest, health, safety, convenience or general welfare of the City because it would further implement the adopted 2021-2029 Housing Element as amended on July 16, 2025, specifically the rezoning necessary to implement new building heights enabled by the voter approval of Measure SP in November 2024. This supports Housing Element Programs 2.n (Citywide Height Limit Ballot Initiative) and 3.n (Zoning Changes). Therefore, the City Council can make this finding.

Furthermore, the General Plan Land Use Map would be amended to reduce the area covered by the Housing Opportunity (HO) Overlay by removing the overlay from applying to RM zoning districts identified on the current Zoning Map except for certain RM zoned parcels along Huntington Drive, and adding a new CF-50 designation to applicable properties to allow higher intensity multifamily housing on certain religious congregation or private school sites that are larger than two acres. Such revisions would not impact the development suitability of the affected areas, and would not impact the physical constraints, access, the provision of utilities, or the compatibility of adjacent land uses in the affected areas, and, in conjunction with related Housing Element Amendment of July 16, 2025, would ensure internal consistency related to land use densities. Therefore, the City Council makes this finding.

SECTION 5. Based upon the foregoing, the City Council herby adopts the General Plan Amendment, including updating the General Plan Land Use Map, as set forth in Exhibit A and Exhibit B to this Resolution, to implement the necessary changes to the General Plan consistent with the Housing Element Amendment of July 16, 2025 and the Housing Element Housing Programs as permitted by Measure SP.

SECTION 6. This Resolution shall be effective on the date that the Ordinance entitled "An Ordinance of the City of South Pasadena Amending Chapter 36 (Zoning) of the South Pasadena Municipal Code as it Related to Height, Density and Development Standards in the City's Zoning and Overlay Districts and Amending the City's Zoning Map to Implement the City's 2021-2029 (6th Cycle) Housing Element" becomes effective.

PASSED, APPROVED, AND ADOPTED on this 20th day of August, 2025.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Janet Braun, Mayor

ATTEST:

_____
Mark Perez, Acting Chief City Clerk

APPROVED AS TO FORM:

_____
Roxanne Diaz, City Attorney

EXHIBIT A

GENERAL PLAN AMENDMENT

In Chapter 3, Sub-section C (Urban Form), 2. Corridors, Mission Street and Fair Oaks (Downtown Specific Plan), the following shall be amended:

6. Infills along Mission Street—New infill along Mission will be up to ~~3 stories~~ 50 feet in height calculated using average building height along Mission Street west of Orange Grove Avenue or up to 60 feet in height calculated using average building height in the Mixed Use Core Zone east of Orange Grove Avenue, keeping the ~~existing~~ pedestrian scale of Mission Street. To enable buildings to create a fabric that is contrasting to the one on Fair Oaks, building frontage along Mission will allow the creation of courts and yards directly facing the sidewalk, enabling a more porous fabric.

7. Infills along Fair Oaks Avenue—The plan envisions various mixed-use infill developments along Fair Oaks Avenue. These infills will be up to 4 ~~stories tall~~ 70 feet in height calculated using average building height, with active ground floors lining the sidewalks. In order to ensure that the form and character of these new buildings is not monolithic, a number of standards and guidelines are provided as part of this vision to enable contextually sensitive development.

In Chapter 3, Sub-section C (Urban Form), 3. Neighborhood Centers, the following shall be amended:

C. Huntington Drive and Fremont Avenue

This center has a mix of one, two, and three-story office, retail, and residential buildings. These buildings are placed next to each other along the edge of a wide sidewalk, many with active storefronts that engage the pedestrian, with the one exception of a supermarket store. The parking lot for the supermarket store interrupts the walking experience along Huntington Drive. The supermarket stores and parking area offer redevelopment opportunity for an appropriately scaled ~~three to four-story (or taller)~~ mixed use project with active neighborhood serving retail or cafes at street level. Parking should be located away from the street~~s~~ edge.

Streetscape and lighting improvements would enhance the comfort and safety~~,~~ of the walking experience. Portions of the neighborhood lack access to a park within a 10-minute walk. The islands and turn

lanes make crossing the intersection at Huntington Drive and Fair Oaks Avenue confusing. The City should examine the feasibility of consolidating and repurposing the excess traffic islands at the corner of Fair Oaks Avenue and Huntington Drive as one large public open space, which would also simplify~~ing~~ the traffic flow and pedestrian crossing experience. Public views to the San Gabriel Mountains to the north should be protected by careful massing setbacks at street corners that open up the vistas. The proposed protected bike lane along Fair Oaks in the Downtown area~~,~~ could be extended south to Huntington Drive.

In Chapter 3, Sub-section D (Planning Designations), the following shall be amended:

D. Planning Designations

Neighborhood
The physical size of the neighborhood is defined by a five-minute walk from its center to edge~~.~~ with ~~Primarily~~ primarily residential uses with the basic needs of daily life met by uses in close proximity. Streets form a connected network, providing alternate routes that help to disperse traffic, and are equitable for vehicles, pedestrians, and bicyclists. Diversity in the type, size, and disposition of buildings, streets, and open spaces creates many options in environments, experiences, functions, uses, prices, and populations.

Very Low Intensity: This land use classification permits detached single-family homes and is characterized by lots over 10,000 square feet.
Scale: House-scale.
Intensity: Max 3 units/acre.
Height: 1-2 stories.

Low Intensity: This land use classification permits detached single-family~~-~~homes and is characterized by lots of 5,000 to 10,000 square feet.
Scale: House-scale.
Intensity: Max 5 units/acre.
Height: 1-2 stories.

Medium Intensity: This land use classification permits attached housing types, such as courtyard housing, townhomes, bungalow court, and multiplexes, including single-family homes on smaller lots.
Scale: House-scale. Attached, semi-detached, and detached buildings.
Intensity: Max 30 units/acre and up to 70 units/acre in the Housing Opportunity Overlay (HOO).

Height: ~~1-3 stories~~ Up to 45 feet in height or up to 60 feet in height in the HOO calculated using average building height. ~~Taller buildings may be accommodated through State Density Bonus concessions and waivers.~~

High Intensity: This land use classification permits multi-family residential development. It is intended to identity and conserve existing concentrations of such development in the city. These areas are characterized by multi-story apartments and condominiums.
Scale: House-scale and some block-scale buildings. Attached, semi-detached, and detached buildings.
Intensity: Max 45 units/acre and up to 70 units/acre in the Housing Opportunity Overlay (HOO).
Height: ~~1-4 stories~~ Up to 45 feet in height or up to 60 feet in height in the HOO calculated using average building height. ~~Taller buildings may be accommodated through State Density Bonus concessions and waivers.~~

Housing Opportunity Overlay: This land use classification permits multi-family residential development and is applied to higher-density corridors and community centers where higher density projects are appropriate. Multi-story apartment and condominium developments are appropriate for this land use designation.
Scale: Medium to large scale multi-family buildings.
Intensity: Max 70 units/acre.
Height: ~~45~~ 60 feet calculated using average building height ~~unless exceeded through state density bonus waiver or concession. Taller buildings may be accommodated through State Density Bonus concessions and waivers.~~

Mixed Use Core
Encourages a wide range of building types based on neighborhood characteristics that house a mix of functions, including commercial, entertainment, office, and housing. South Pasadena's mixed-use areas are distinctive with varying context and building types.

Downtown is a Citywide destination where people work, live, shop, and play. It is accessible from across the city by multiple forms of transportation. Downtown is characterized by mid-rise mixed-use buildings placed close to the sidewalk to create a thriving pedestrian environment which is supported by high quality streetscapes and public spaces. The downtown area supports continued reinvestment and context sensitive intensification that enhance housing choices and promotes local businesses. Range of open spaces and walkable streets and alleys weave together the various downtown assets.

Community centers along Huntington Drive are located at key intersections and serve daily needs of multiple neighborhoods. Some larger sites can be developed with urban residential mixed-uses in a walkable environment. The massing of new development should respect the adjacent stable residential neighborhood.

The Ostrich Farm area is along the western edge of the city and faces the Arroyo Park. Ostrich Farm area currently has a mixed of stable office, industrial, and urban residential uses. Many of the commercial uses support the local creative industry. Redevelopment of these sites should maintain and enhance the creative industries and businesses while allowing for residential development on upper floors.
Intensity: Max 70 units/acre, or 50 units/acre on Mission Street west of Orange Grove Avenue
Height: 45 60 feet calculated using average building height, or 50 feet calculated using average building height on Mission Street west of Orange Grove Avenue unless exceeded through state density bonus waiver or concession.

Fair Oaks Corridor
The Fair Oaks Corridor is the major north-south connector with direct drop-off from the 110 freeway. The corridor is a gateway into the City and downtown area. The 100 feet wide corridor has a collection of medium and large sized parcels and has large 3 and 4 story buildings that form continuous street frontage. The corridor is home to several significant retail anchors. The larger parcels are developed with auto-oriented uses and present a significant opportunity for reinforcing historic development patterns while allowing much needed affordable housing in the city. The typical lot depths are around 165 feet and the frontage parcels on the east side back on to an established single-family neighborhood.
Scale: Block-scale buildings with house scale buildings providing contextual response to established residential neighborhoods.
Intensity: Max 110 90 units/acre.
Height: 45 70 feet calculated using average building height., unless exceeded through state density bonus waiver or concession.

Civic
Public or quasi-public in operation, civic buildings and spaces are the cornerstone of neighborhoods and a symbolic reflection of South Pasadena's values and aspirations. The civic buildings may operate in the fields of the arts, culture, education, recreation, government, transit, security, health, and safety. Since public buildings represent a collective identity, their design should set them apart from more conventional private buildings. Civic building sites should be located within or adjacent to a civic space, or at the terminated vista of a

significant thoroughfare. These places are easily accessible by foot or automobile and have formal access points that address the street.

Within the Civic land use designation, certain large properties are designated for residential uses, such as multi-family residential development. When residential uses are permitted through the implementing zoning, the following applies:

Scale: House-scale and some block-scale buildings. Attached, semi-detached, and detached buildings.
Intensity: Max 50 units/acre.
Height: 50 feet.

Except for the residential uses on the designated parcels set forth in the zoning code and zoning map, residential uses are not typically permitted or encouraged unless specifically allowed by state law.

Parks & Open Space
~~Designate lands to~~ Lands designated for public recreation and leisure and visual resources and can range from neighborhood tot lots and pocket parks, to urban squares and plazas, and from playgrounds to large regional parks.

Preserves
Undeveloped areas within the hills adjacent to existing established single-family residences. The Preserves are natural areas designated for preservation of flora, fauna, geological, natural, historical, or similar features of scientific or educational value, and/or outstanding scenic beauty.

In Chapter 8, Sub-section D (Standards), the following shall be amended:

The 1998 General Plan recommended 4 acres of park and recreational facilities per 1,000 residents. Currently, the City provides 4.7 acres per 1,000 residents, exceeding the 1998 General Plan's recommendation. South Pasadena has no development requirement to provide public open space. Park fees are collected when land is subdivided. However, as South Pasadena is generally built out, there are few opportunities for land subdivision, so park fees are not a reliable source of revenue.

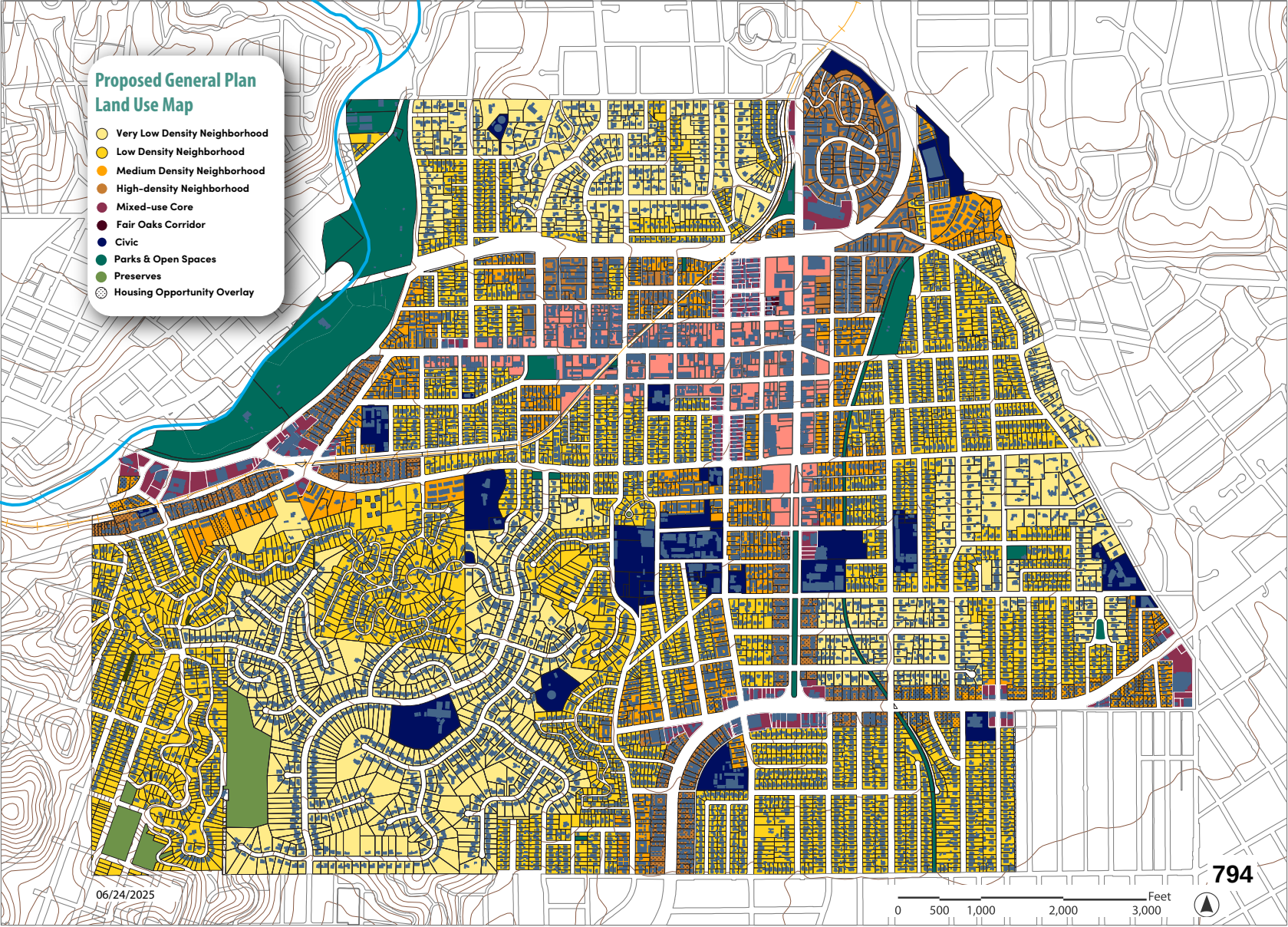
While South Pasadena does not require public open space in new development, the City does require private open space in new residential projects. This private open space is provided in the form of balconies, ~~and~~

patios, and minimum yards, or setbacks (front, side, and rear), and a limitation on the percentage of a lot that can be covered by a building. Open space requirements are set forth in the Zoning Code and in the Downtown Specific Plan.

~~The 1996 Mission Street Specific Plan (currently being updated by the Downtown Specific Plan) also requires 500 square feet of private open space per unit and 15% of the site to be provided as a central courtyard. Courtyards are not required for lots smaller than 100 feet in width if each unit has access to at least 200 square feet of open space from the first floor.~~

EXHIBIT B

JULY 2025 GENERAL PLAN LAND USE MAP


Proposed General Plan Land Use Map
Very Low Density Neighborhood
Low Density Neighborhood
Medium Density Neighborhood
High-density Neighborhood
Mixed-use Core
Fair Oaks Corridor
Civic
Parks & Open Spaces
Preserves
Housing Opportunity Overlay
06/24/2025
0
500
1,000
2,000
3,000
Feet

RESOLUTION NO. __

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA CONDITIONALLY ADOPTING A HOUSING ELEMENT AMENDMENT TO THE 2021-2029 (6TH CYCLE) HOUSING ELEMENT

WHEREAS, Sections 65300 *et. seq.* of the California Government Code requires each city and county to adopt a comprehensive, long-term, General Plan for the physical development of land within its jurisdiction and Sphere of Influence; and

WHEREAS, Sections 65580 *et. seq.* of the California Government Code requires each city and county to periodically prepare and update its Housing Element in its General Plan. Accordingly, the City of South Pasadena received the Regional Housing Needs Allocation (RHNA) numbers from the Southern California Association of Government in 2019, in conjunction with the requirement that the City update its Housing Element for the 6th Cycle (2021-2029); and

WHEREAS, certain further actions were necessary to obtain a determination from the State Department of Housing and Community Development (HCD) that the 2021-2029 (6th Cycle) Housing Element ("Housing Element") substantially complied with Housing Element Law; and

WHEREAS, the City completed the necessary actions and on July 29, 2024, HCD found the City's Housing Element to substantially comply with State Housing Element Law; and

WHEREAS, on May 30, 2023, the City Council adopted the Environmental Assessment (EA) prepared for the Housing Element and then adopted the Housing Element; and

WHEREAS, on September 27, 2023, the City Council adopted the Program Environmental Impact Report (PEIR) prepared for the General Plan Update and the Downtown Specific Plan and 2012-2029 Housing Element Implementation Programs Project; and

WHEREAS, on May 29, 2024, the City Council adopted Resolution No. 7851 making findings pursuant to Government Code Section 65583.2(g) that existing uses of nonvacant sites does not constitute an impediment to additional residential development during the period covered by the 2021-2029 Housing Element; and

WHEREAS, the City has continued to work diligently to implement Housing Element programs, including adopting a new General Plan, Downtown Specific Plan, and rezoning; and

WHEREAS, Housing Element Program 2.n called for the City to place a ballot initiative before the voters of South Pasadena to consider removing the 45-foot building height limit in certain parts of the City, and on November 5, 2024, South Pasadena residents approved said measure with the results being certified by the City Council on December 18, 2025, thus enabling amendments to the Housing Element, General Plan, Downtown Specific Plan, and the South Pasadena Municipal Code consistent with the adopted Housing Element; and

WHEREAS, on February 1 and February 15, 2025, the City conducted walking tours to familiarize residents and public officials with the areas under consideration for revised building height limits and development standards, with staff receiving feedback and suggestions from the community on potential changes to both the South Pasadena Municipal Code and Downtown Specific Plan as well as the Housing Element, with approximately 40 residents in attendance at each event; and

WHEREAS, on February 18, 2025, the City conducted an open house to showcase the analysis prepared in regard to height limits in conjunction with housing density, with maps showing areas in which the City proposed to increase height and exhibits showing examples of conceptual development scenarios in areas that included Huntington Drive, Ostrich Farm, Fair Oaks Avenue, and Mission Street, with staff receiving feedback from the approximately 40 residents who attended; and

WHEREAS, on March 11, 2025, Planning Commission Chair appointed a sub-committee of two Commissioners to study in-depth the assumptions and methodology involved in the proposed amendments; and

WHEREAS, on March 18, 2025, the City conducted a second open house, this time focusing on current development standards that may present challenges to housing development including setbacks, stepbacks, building breaks, parking location, open space, and minimum unit sizes, with staff receiving feedback from the approximately 40 participant who attended; and

WHEREAS, on March 26, 2025, a joint City Council and Planning Commission study session was held wherein additional public comment and feedback from both the Planning Commission and the City Council were received regarding potential amendments to the General Plan, Housing Element, Downtown Specific Plan, the City's Zoning Code (Chapter 36 of the South Pasadena Municipal Code), and the City's Zoning Map; and

WHEREAS, On April 8, 2025, the Planning Commission sub-committee that was convened to study the assumptions and methodologies upon which potential amendments would be based, reported to the full Planning Commission, resulting in further feedback to staff as to how to proceed, with the sub-committee continuing to work with staff to prepare a recommendation for future consideration by the Planning Commission; and

WHEREAS, on April 29, 2025, the Planning Commission held a duly noticed Public Hearing, wherein the Planning Commission received a staff presentation and staff report on potential amendments to the General Plan, Housing Element, Downtown Specific Plan, the City's Zoning Code and the City's Zoning Map ("proposed project" or "project"); received public testimony; and held Planning Commission discussion. Thereafter, the Planning Commission continued the Public Hearing to May 7, 2025; and

WHEREAS, on May 7, 2025, the Planning Commission continued its Public Hearing, wherein the Planning Commission resumed its discussion, received corrected maps and exhibits, including a density/height summary table and received public testimony. Thereafter, the Planning Commission continued the public hearing to May 20, 2025; and

WHEREAS, on May 20, 2025, the Planning Commission continued its Public Hearing, wherein the Planning Commission resumed its discussion, received corrections to the zoning map and density/height summary table, received public testimony and gave direction to staff and the City's consultant for additional information and scenarios related to the density and height amendments. Thereafter, the Planning Commission continued the public hearing to June 10, 2025; and

WHEREAS, on June 10, 2025, the Planning Commission continued its Public Hearing, wherein the Planning Commission received an updated density and height table of density based on recommendations and suggestions from the Planning Commission, received the updated Housing Element inventory zoning scenarios with corresponding Zoning Maps, received updated development standards table prepared by the Subcommittee and staff; resumed its discussion and provided preliminary recommendations to Staff in preparation for a community meeting to be held on June 16, 2025. Thereafter, the Planning Commission continued the public hearing to June 24, 2025; and

WHEREAS, on June 16, 2025, the Planning Commission held a community meeting to received input from the community and stakeholders regarding the Planning Commission's preliminary recommendations related to density, height and development standards in order to implement the Housing Element programs; and

WHEREAS, on June 24, 2025, the Planning Commission continued its Public Hearing, wherein the Planning Commission received a staff presentation and staff report on the amendments to the General Plan, Housing Element, Downtown Specific Plan, the City's Zoning Code and the City's Zoning Map based on the Planning Commission's previous discussion and direction; received a summary of the comments received at the June 16, 2025 community meeting; received public testimony; and held Planning Commission discussion and provided further direction to staff. Thereafter, the Planning Commission adopted a Resolution to recommend

that the City Council adopt a Housing Element Amendment to the 2021-2029 (6th Cycle) Housing Element; and

WHEREAS, on July 16, 2025, the City Council noticed a public hearing on this matter and subsequently opened the public hearing and continued the public hearing to the next regular meeting of the City Council to be held on August 20, 2025 at 7:00 p.m.;

WHEREAS, on August 20, 2025, the City Council held a duly noticed continued public hearing, wherein the City Council received a staff presentation and staff report on the proposed Amendment to the Housing Element, as well as amendments to the General Plan and Downtown Specific Plan and a Zoning Text Amendment and Zoning Map Amendment, as it relates to height, density and development standards in the City's zoning and overlay districts in order to implement the Housing Element. The City Council received public testimony and all interested persons had an opportunity to, and did, testify in this matter. Thereafter, the City Council asked questions and deliberated; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

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

SECTION 1. Recitals. The above recitals are hereby declared to be true and correct and are incorporated herein as if set forth in full.

SECTION 2. Findings. Based upon substantial evidence, including public testimony and written and oral staff reports, along with the environmental documentation, the City Council Planning Commission finds:

A. All necessary Public Hearings and opportunities for public testimony and comment have been conducted in compliance with applicable law;

B. That the proposed Housing Element (HE) Amendment is consistent with the Housing Goals and policies in the current 2021-2029 (6th Cycle) Housing Element and other General Plan elements.

SECTION 3. California Environmental Quality Act (CEQA). The policies and implementation documents that were adopted and now proposed for the amendment were analyzed in the Environmental Assessment (EA) prepared for the Housing Element, and adopted by the City Council on May 30, 2023, and the changes are within the scope of that analysis. Further, the policies and implementation documents that were adopted and now proposed for amendment were analyzed in the Program Environmental Impact Report (PEIR) for the General Plan and

Downtown Specific Plan Update and 2021-2029 Housing Element Implementation Programs, which was certified by the Council on September 27, 2023. Section 15164 of the State CEQA Guidelines states that an Addendum to an earlier Mitigated Negative Declaration or EIR shall be prepared if some changes or additions are necessary to the previously adopted document, but none of the conditions described in Section 15162 calling for preparation of a subsequent Mitigated Negative Declaration or EIR have occurred. Based on the analysis and information contained in the Addendum to the PEIR, there is no evidence that the proposed project requires major changes to the PEIR. Comparison of the previous project with the proposed amendments indicates that there are no new significant environmental impacts associated with implementation of height, density and development standards to support housing development. In addition, there is no substantial evidence that the circumstances under which the project is undertaken have substantially changed, and there is no evidence of new or more severe environmental impacts arising out of the proposed changes to the policy documents. The amendments to these policy documents, are considered in the same context of compliance with the City's Regional Housing Needs Assessment (RHNA), as it has been allocated to require planning for additional housing development amid a statewide housing shortage, as reflected in the Housing Element.

Therefore, the City Council adopts the July 2025 addendum to the PEIR. Further, on a separate and independent basis, the City Council finds that the project is exempt from CEQA pursuant to recently enacted Public Resources Code Section 21080.085, which provides that CEQA does not apply to a rezoning that implements the schedule of actions contained in an approved housing element pursuant to subdivision (c) of Section 65583 of the Government Code. Section 65583(c) implementation actions, although referred to in the exemption as rezoning, are broadly defined to include, but are not limited to: making make sites available during the planning period with appropriate zoning and development standards to accommodate RHNA needs for all income levels that could not be accommodated on sites identified in the sites inventory; assisting in the development of adequate housing to meet the needs of extremely low, very low, low-, and moderate-income households; removing governmental and nongovernmental constraints for development of housing for all income levels. The project includes consistency amendments among the various interrelated documents (General Plan, Housing Element, Downtown Specific Plan, and Zoning) that are within the scope of, and contemplated by programs under Section 65583 (c). Also, the actions included in the project reflect implementation of the Housing Element in light of Measure SP, and implementation of other Housing Element programs contemplated under Section 65583(c).

SECTION 4. General Plan Amendment Findings. South Pasadena Municipal Code Section 36.620.070(A) provides that a General Plan Amendment may be approved only if certain findings are met. Accordingly, based upon substantial

evidence, including public testimony and written and oral staff reports, along with the environmental documentation, the City Council makes the following findings:

A. The Housing Element Amendment is internally consistent with the actions, goals, objectives, and policies of the General Plan with the amendments of July 16, 2025 as well as programs contained in the 2021-2029 (6th Cycle) Housing Element that was adopted on May 30, 2023 and. Specifically, the project is consistent with the following:

Housing Element Program 2.n:	Citywide Height Limit Ballot Initiative.
Housing Element Program 3.n:	Zoning Changes.
General Plan Policy P5.8:	Support the reduction of governmental and regulatory constraints, and advocate for the production of affordable housing.

Given that the Housing Element Amendment would serve to demonstrate compliance with the Regional Housing Needs Assessment by updating and correcting data, and would facilitate changes in the implementation documents in support of appropriate heights and building standards consistent with the remaining General Plan Elements, the City Council makes this finding.

B. The Housing Element Amendment would not be detrimental to the public interest, health, safety, convenience or general welfare of the City because it is a component of the general plan policy changes and rezoning necessary to provide housing needed by the community. Specifically, the Amendment supports implementation of new building heights enabled by the voter approval of Measure SP in November 2024, which results were certified on December 18, 2024. The Amendment retains the Housing Plan that was certified by the State, with updates that continue to foster an environment that supports housing, including updates for consistency with actions already taken by the City to increase development intensity and adopt processes and requirements that facilitate and streamline the permit process as required by State law. Therefore, the City Council makes this finding.

SECTION 5. The City Council hereby finds, pursuant to Government Code Section 65583.2(g):

A. The existing uses on the nonvacant sites identified in the site inventory to accommodate the regional housing needs allocation (“RHNA”) are likely to be discontinued during the planning period and therefore do not constitute an impediment to planned residential development on the sites during the planning period.

B. The inventory sites relied upon to meet the City's RHNA allocation for lower income housing allow for development densities of at least 30 dwelling units per acre default density pursuant to Government Code Section 655893.2(c)(3)(b), with many such sites allowing up to 70 or 90 dwelling units per acre.

C. Detailed analyses of the sites included in Housing Element provide evidence that the existing uses are likely to be discontinued and are not impediments to the planned residential uses of the sites. In addition, a multi-factor analysis was completed for the numerous parcels included in updated Table VI-53 (formerly Table VI-51), to demonstrate that a sufficient number of sites would be redeveloped during the course of the planning period to accommodate well in excess of the RHNA allocation, resulting in a buffer of approximately 31% (or 641 units) beyond the RHNA requirements of 2,067 units.

D. The updated Table VI-53 analysis takes into account current zoning, existing units, the maximum allowed density under the Housing Element with zoning implementation actions, historic considerations, commercial utilization, date of construction of existing structures, and proximity to transit, to analyze the potential for redevelopment, and as noted above shows a significant buffer beyond the City's RHNA allocations.

SECTION 6. Based on the foregoing the City Council hereby conditionally adopts the Amendments to the 2021-2029 (6th Cycle) Housing Element, as set forth in the Amended Housing Element, attached hereto as Exhibit B.

SECTION 7. Effective Date. The amendments to the Housing Element contemplated within this Resolution shall become effective only at such time as the California Department of Housing and Community Development (HCD) has completed its review of the amendments pursuant to Government Code Section 65585, and has considered any HCD review findings, and HCD issues findings that the Amended Housing Element is in substantial compliance with Housing Element Law. The City's previously adopted and certified Housing Element shall remain in full force and effect until such time as HCD issues findings that the Amended Housing Element is in substantial compliance with Housing Element Law.

SECTION 8. The City Council does hereby authorize and direct the City Manager and Community Development Director to make any technical or clerical revisions or clarifications to the Amendment to the Housing Element as may be required by HCD in order to obtain an HCD finding of substantial compliance with Housing Element Law.

PASSED, APPROVED AND ADOPTED ON this 20th day of August, 2025

AYES:

NOES:

ABSENT:

ABSTAIN:

Janet Braun, Mayor

ATTEST:

Mark Perez, Acting Chief City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

EXHIBIT A

HOUSING ELEMENT AMENDMENT SUMMARY OF CHANGES

Section	Page Number(s)	Description of Change
6.1 Executive Summary	4-5	Summary of changes that have been made to the Housing Element, for the draft amended version released for public review on July 10th, 2025.
6.1 Executive Summary	5	Added text discussing recent community engagement efforts undertaken as part of the Housing Element process. Discusses the successful ballot initiative, outreach events, and study sessions.
6.1 Executive Summary	18	Removed programs 2.j – General Plan Affordable Housing Overlay and 2.k – Affordable Housing Overlay Zone. Per the last adopted Housing Element, the Affordable Housing Overlay is not required to meet the City's RHNA.
6.1 Executive Summary	21	Edit to Program 2.n – Citywide Height Limit Ballot Initiative to reflect the passage of the ballot measure and inform about the language of Measure SP.
6.1 Executive Summary	21-22	Removing language from Program 3.a - Rezone and Redesignate Sites to Meet RHNA, such as lowering the density of the DTSP FOC from 110 du/ac to 90 du/ac. Adding "and on large, underutilized sites" language.
6.1 Executive Summary	22	Removing language from Program 3.b - Mixed-Use Developments and Adaptive Re-Use to reduce densities in the DTSP zone from 70 to 110 du/ac down to 50 to 90 du/ac.
6.2 Introduction	41-43	Added text discussing recent community engagement efforts undertaken as part of the Housing Element process. Discusses the successful ballot initiative, town halls, open houses, listening sessions, walking tours, Planning Commission subcommittee, and a joint City Council and Planning Commission study session.
6.3 Housing Needs Assessment	58	Removal of mentions of programs 2.j – General Plan Affordable Housing Overlay and 2.k – Affordable Housing Overlay Zone.
6.4 Fair Housing Assessment	82	Mention of Measure SP and Measure SP implementation.
6.4 Fair Housing Assessment	84	Addition of text directing readers to Section 6.2.4 of the Housing Element for more detailed information on the outreach undertaken for the Housing Element in 2024 and 2025.
6.4 Fair Housing Assessment	90	Removal of mentions of programs 2.j – General Plan Affordable Housing Overlay and 2.k – Affordable Housing Overlay Zone.
6.4 Fair Housing Assessment	107	Removal of mentions of programs 2.j – General Plan Affordable Housing Overlay and 2.k – Affordable Housing Overlay Zone.
6.5 Housing Constraints	145	Removal of mentions of program 2.j – General Plan Affordable Housing Overlay.

Section	Page Number(s)	Description of Change
6.6 Housing Development Resources	163	Removal of mentions of programs 2.j – General Plan Affordable Housing Overlay and 2.k – Affordable Housing Overlay Zone.
6.6 Housing Development Resources	180	Updated Table VI-44 Comparison of Site Capacity and RHNA to reflect the updated capacity based on changes to methodology. The "Entitled and Pipeline Sites" category is completely new to this table.
6.6 Housing Development Resources	181	Clarifying text added to the Constructed Units section, regarding the income level of the units. New section of text introducing the site category for Entitled and Pipeline/Pending Units.
6.6 Housing Development Resources	182	New table listing all entitled and pipeline sites that are being counted towards the RHNA.
6.6 Housing Development Resources	184	Addition of text in the Available Sites section, clarifying the new methodology for the site capacity. Removal of methodology text that no longer applies. Additional housing capacity is targeted for the following areas: Downtown Specific Plan, a Mixed-Use Overlay on parcels zoned CG, CO and BP, and Housing Opportunity Overlay on certain parcels zoned RH.
6.6 Housing Development Resources	184-185	Addition of text related to methodology for vacant sites in the City's single-family residential zones. These sites are located within the Altos de Monterey Residential (AM), Residential Estate (RE), and Residential Low-Density (RS) zoning districts.
6.6 Housing Development Resources	185-186	Removal of methodology text that is no longer relevant.
6.6 Housing Development Resources	188	Amendment of the general plan land use category and zoning for some parcels in Table VI-46 Vacant Sites That Allow Residential Development for Moderate and Above-Moderate
6.6 Housing Development Resources	195	Additional text added to the Accessory Dwelling Unit Potential section, including updated ADU building permit counts from 2022-2024.
6.6 Housing Development Resources	195	An updated analysis of Accessory Dwelling Unit Potential for the July 2025 Housing Element. This updated analysis finds a 2021-2029 projected ADU capacity of 390 units.
6.6 Housing Development Resources	197	Removal of Market Trends text.

Section	Page Number(s)	Description of Change
6.6 Housing Development Resources	199-200	Updating of text in Table VI-50 Representative Projects on Non-Vacant Sites in South Pasadena to match the most recent City knowledge on the status of these projects. Addition of Carrows site project.
6.6 Housing Development Resources	203	Removal of mentions of programs 2.j – General Plan Affordable Housing Overlay and 2.k – Affordable Housing Overlay Zone.
6.6 Housing Development Resources	204	Removal of mentions of the Affordable Housing Overlay Zone. Small text addition. Removal of mentions of programs 2.j – General Plan Affordable Housing Overlay and 2.k – Affordable Housing Overlay Zone.
6.6 Housing Development Resources	206-207	Entire Table VI-52 Sites Suitable to Address the Lower-Income RHNA updated to turn some former suitable sites into entitled or pipeline sites, such as sites 3, 10, 11, and 14. Adjusted capacity of Suitable Site 9 down as part of the site is now within the DTSP MUC 50 du/ac zone, instead of the full site being classified as DTSP MUC 70 du/ac.
6.6 Housing Development Resources	212-213	Addition of methodology text for the "Other High-Density Sites" category to meet the RHNA. Completely new addition.
6.6 Housing Development Resources	214-237	Entire Table VI-53 Other Redevelopable Sites Anticipated Capacity Analysis renamed and updated to reflect the new methodology in Section 6.6. These sites do not include suitable sites or entitled/pipeline sites. A total line has been added at the bottom of Table VI-53.
6.6 Housing Development Resources	240-241	Removal of text from the Additional Capacity Through Rezoning section that is no longer relevant. No longer reflective of the Housing Element's current methodology.
6.6 Housing Development Resources	242	Removal of Comparison of Site Inventory with RHNA section text. This text and table have been replaced by Table VI-44.
6.8 Housing Plan and Quantified Objectives	272-273	Removal of mentions of programs 2.j – General Plan Affordable Housing Overlay and 2.k – Affordable Housing Overlay Zone.
6.8 Housing Plan and Quantified Objectives	275-276	Removal of text related to Program 2.n – Citywide Height Limit Ballot Initiative that is no longer relevant. Edit to Program 2.n – Citywide Height Limit Ballot Initiative to reflect the passage of the ballot measure and inform about the language of Measure SP.
6.8 Housing Plan and Quantified Objectives	277	Removing language from Program 3.a - Rezone and Redesignate Sites to Meet RHNA, such as lowering the density of the DTSP FOC from 110 du/ac to 90 du/ac. Adding "and on large, underutilized sites" language.
6.8 Housing Plan and Quantified Objectives	277	Removing language from Program 3.b - Mixed-Use Developments and Adaptive Re-Use to reduce densities in the DTSP zone from 70 to 110 du/ac down to 50 to 90 du/ac.

Section	Page Number(s)	Description of Change
Appendix A: Sites Exhibits	A1-1	Removal of two mentions of unnecessary maps.
Appendix A: Sites Exhibits	A1-2 – A1-17	Addition of new updated site inventory maps, matching the capacity tables in the Housing Element.
Appendix A: Sites Exhibits	A1-18 – A1-37	Removal of old site inventory maps that are no longer accurate.
Appendix A: Sites Exhibits	A1-38	Edit to title for suitable sites exhibits. Only including sites suitable to accommodate the lower income RHNA.
Appendix A: Sites Exhibits	A1-39	Clarification for Site 2, entire capacity of site is not assumed.
Appendix A: Sites Exhibits	A1-40	Removal of site 3 from suitable sites list. It is now a pipeline site, included in the Housing Element Table VI-45 Entitled and Pipeline Projects.
Appendix A: Sites Exhibits	A1-42	Clarification regarding density assumed on site 5. Density assumed on the site is lower than the max allowed due to the site's unusual shape.
Appendix A: Sites Exhibits	A1-45	Amendments to site 8's proposed zoning, general plan land use, and density.
Appendix A: Sites Exhibits	A1-46	Amendments to site 9's proposed zoning and general plan land use. Adjusted capacity of Suitable Site 9 down as part of the site is now within the DTSP MUC 50 du/ac zone, instead of the full site being classified as DTSP MUC 70 du/ac.
Appendix A: Sites Exhibits	A1-47	Removal of site 10 from suitable sites list. It is now a pipeline site, included in the Housing Element Table VI-45 Entitled and Pipeline Projects.
Appendix A: Sites Exhibits	A1-48	Removal of site 11 from suitable sites list. It is now a pipeline site, included in the Housing Element Table VI-45 Entitled and Pipeline Projects.
Appendix A: Sites Exhibits	A1-49	Amendments to site 12's proposed zoning, general plan land use, density, and realistic/net units.
Appendix A: Sites Exhibits	A1-50	Amendments to site 13's proposed zoning, general plan land use, density, and realistic/net units.
Appendix A: Sites Exhibits	A1-51	Removal of site 14 from suitable sites list. It is now a pipeline site, included in the Housing Element Table VI-45 Entitled and Pipeline Projects.
Appendix A: Sites Exhibits	A1-52	Addition of text related to site study conducted for the site to determine capacity. Amendments to site 15's proposed zoning, general plan land use, and density.

Section	Page Number(s)	Description of Change
Appendix B: Summary of Public Participation	B1-18 – B1-20; B1-35	Addition of detailed information regarding recent public engagement efforts undertaken throughout the Housing Element process. These efforts include a ballot measure SP town hall, a ballot measure SP open house, two community listening sessions, two walking tours, two open houses, two study sessions, four Planning Commission meetings, and one Planning Commission Community Meeting.

EXHIBIT B

LINK/ FULL HOUSING ELEMENT AMENDMENT

RESOLUTION NO. __

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ADOPTING A SPECIFIC PLAN AMENDMENT TO AMEND THE DOWNTOWN SPECIFIC PLAN TO IMPLEMENT THE HOUSING ELEMENT

WHEREAS, Sections 65300 *et. seq.* of the California Government Code requires each city and county to adopt a comprehensive, long-term, General Plan for the physical development of land within its jurisdiction and Sphere of Influence; and

WHEREAS, Sections 65580 *et. seq.* of the California Government Code requires each city and county to periodically prepare and update its Housing Element in its General Plan. The City of South Pasadena received the Regional Housing Needs Allocation (RHNA) numbers from the Southern California Association of Government in 2019, in conjunction with the requirement that the City update its Housing Element for the 6th Cycle (2021-2029); and

WHEREAS, on May 30, 2023, the City Council adopted the Environmental Assessment (EA) prepared for the 2021-2029 (6th Cycle) Housing Element ("Housing Element") and then adopted the Housing Element; and

WHEREAS, certain further actions were necessary to obtain a determination from the State Department of Housing and Community Development (HCD) that the Housing Element substantially complied with Housing Element Law; and,

WHEREAS, the City completed the necessary actions and on July 29, 2024, HCD found the City's Housing Element to substantially comply with State Housing Element Law; and,

WHEREAS, on September 27, 2023, the City Council adopted the Program Environmental Impact Report (PEIR) prepared for the General Plan Update and adopted the Downtown Specific PlaN and 2021-2029 Housing Element Implementation Programs Project; and

WHEREAS, in conjunction with adoption, implementation, and certification of the City's 2021-2029 Housing Element, by the California Department of Housing and Community Development (HCD), the City Council on May 29, 2024, adopted several amendments to the DTSP as set forth in Resolution No. 7850; and

WHEREAS, Housing Element Program 2.n called for the City to place a ballot initiative before the voters of South Pasadena to consider removing the 45-foot building height limit in certain parts of the City, and on November 5, 2024, South Pasadena residents approved said measure with the results being certified by the

City Council on December 18, 2025, thus enabling amendments to the General Plan, Downtown Specific Plan, and the South Pasadena Municipal Code (SPMC) to implement the adopted Housing Element; and

WHEREAS, on February 1 and February 15, 2025, the City conducted walking tours to familiarize residents and public officials with the areas under consideration for revised building height limits and development standards, with staff receiving feedback and suggestions from the community on potential changes to both the SPMC and Downtown Specific Plan (DTSP), with approximately 40 residents in attendance at each event; and

WHEREAS, on February 18, 2025, the City conducted an open house to showcase the analysis prepared in regard to height limits in conjunction with housing density, with maps showing areas in which the City proposed to increase height and exhibits showing examples of conceptual development scenarios in areas that included Huntington Drive, Ostrich Farm, Fair Oaks Avenue, and Mission Street, with staff receiving feedback from the approximately 40 residents who attended; and

WHEREAS, on March 11, 2025, Planning Commission Chair appointed a sub-committee of two Commissioners to study in-depth the assumptions and methodology involved in the proposed amendments; and

WHEREAS, on March 18, 2025, the City conducted a second open house, this time focusing on current development standards that may present challenges to housing development including setbacks, stepbacks, building breaks, parking location, open space, and minimum unit sizes, with staff receiving feedback from the approximately 40 participants who attended; and

WHEREAS, on March 26, 2025, a joint City Council and Planning Commission study session was held wherein additional public comment and feedback from both the Planning Commission and the City Council were received regarding potential amendments to the General Plan, Housing Element, Downtown Specific Plan, the South Pasadena Municipal Code (SPMC), and the City's Zoning Map; and

WHEREAS, On April 8, 2025, the Planning Commission sub-committee that was convened to study the assumptions and methodologies upon which potential amendments would be based reported to the full Planning Commission, resulting in further feedback to staff, with the sub-committee continuing to work with staff to prepare a recommendation for future consideration by the Planning Commission; and

WHEREAS, on April 29, 2025, the Planning Commission held a duly noticed Public Hearing, wherein the Planning Commission received a staff presentation and staff report on potential amendments to the General Plan, Housing Element, Downtown Specific Plan, the City's Zoning Code and the City's Zoning Map

("proposed project" or "project"); received public testimony; and held Planning Commission discussion. Thereafter, the Planning Commission continued the Public Hearing to May 7, 2025; and

WHEREAS, on May 7, 2025, the Planning Commission continued its Public Hearing, wherein the Planning Commission resumed its discussion, received corrected maps and exhibits, including a density/height summary table and received public testimony. Thereafter, the Planning Commission continued the public hearing to May 20, 2025; and

WHEREAS, on May 20, 2025, the Planning Commission continued its Public Hearing, wherein the Planning Commission resumed its discussion, received corrections to the zoning map and density/height summary table, received public testimony and gave direction to staff and the City's consultant for additional information and scenarios related to the density and height amendments, including those impacting the Downtown Specific Plan. Thereafter, the Planning Commission continued the public hearing to June 10, 2025; and

WHEREAS, on June 10, 2025, the Planning Commission continued its Public Hearing, wherein the Planning Commission received an updated density and height table of density based on recommendations and suggestions from the Planning Commission, received the updated Housing Element inventory zoning scenarios with corresponding Zoning Maps, received updated development standards table prepared by the Subcommittee and staff; resumed its discussion and provided preliminary recommendations to Staff in preparation for a community meeting to be held on June 16, 2025. Thereafter, the Planning Commission continued the public hearing to June 24, 2025; and

WHEREAS, on June 16, 2025, the Planning Commission held a community meeting to received input from the community and stakeholders regarding the Planning Commission's preliminary recommendations related to density, height and development standards in order to implement the Housing Element programs; and

WHEREAS, on June 24, 2025, the Planning Commission continued its Public Hearing, wherein the Planning Commission received a staff presentation and staff report on the amendments to the General Plan, Housing Element, Downtown Specific Plan, the City's Zoning Code and the City's Zoning Map based on the Planning Commission's previous discussion and direction; received a summary of the comments received at the June 16, 2025 community meeting; received public testimony; and held Planning Commission discussion and provided further direction to staff. Thereafter, the Planning Commission adopted a Resolution to recommend that the City Council adopt an Amendment to the Downtown Specific Plan to implement the Housing Element; and

WHEREAS, on July 16, 2025, the City Council noticed a public hearing on this matter and subsequently opened the public hearing and continued the public

hearing to the next regular meeting of the City Council to be held on August 20, 2025 at 7:00 p.m.; and

WHEREAS, on August 20, 2025, the City Council held a duly noticed continued public hearing, wherein the City Council received a staff presentation and staff report on the proposed General Plan Amendment, as well as amendments to the Housing Element and Downtown Specific Plan and a Zoning Text Amendment and Zoning Map Amendment, as it relates to height, density and development standards in the City's zoning and overlay districts in order to implement the Housing Element. The City Council received public testimony and all interested persons had an opportunity to, and did, testify in this matter. Thereafter, the City Council asked questions and deliberated; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

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

SECTION 1. Recitals. The above recitals are hereby declared to be true and correct and are incorporated herein as if set forth in full.

SECTION 2. Findings. Based upon substantial evidence presented to the City Council during the Public Hearing, including public testimony and written and oral staff reports, along with the environmental documentation, the City Council finds:

A. All necessary Public Hearings and opportunities for public testimony and comment have been conducted in compliance with applicable law;

B. That the proposed Specific Plan Amendment (SPA) complies with the Housing Goals and residential densities prescribed in the 2021-2029 (6th Cycle) Housing Element and General Plan element as amended on July 16, 2025.

SECTION 3. California Environmental Quality Act (CEQA). The policies and implementation documents that were adopted and now proposed for the amendment were analyzed in the Environmental Assessment (EA) prepared for the Housing Element, and adopted by the City Council on May 30, 2023, and the changes are within the scope of that analysis. Further, the policies and implementation documents that were adopted and now proposed for amendment were analyzed in the Program Environmental Impact Report (PEIR) for the General Plan and Downtown Specific Plan Update and 2021-2029 Housing Element Implementation Programs, which was certified by the Council on

September 27, 2023. Section 15164 of the State CEQA Guidelines states that an Addendum to an earlier Mitigated Negative Declaration or EIR shall be prepared if some changes or additions are necessary to the previously adopted document, but none of the conditions described in Section 15162 calling for preparation of a subsequent Mitigated Negative Declaration or EIR have occurred. Based on the analysis and information contained in the Addendum to the PEIR, there is no evidence that the proposed project requires major changes to the PEIR. Comparison of the previous project with the proposed amendments indicates that there are no new significant environmental impacts associated with implementation of height, density and development standards to support housing development. In addition, there is no substantial evidence that the circumstances under which the project is undertaken have substantially changed, and there is no evidence of new or more severe environmental impacts arising out of the proposed changes to the policy documents. The amendments to these policy documents, are considered in the same context of compliance with the City's Regional Housing Needs Assessment (RHNA), as it has been allocated to require planning for additional housing development amid a statewide housing shortage, as reflected in the Housing Element.

Therefore, the City Council adopts the July 2025 addendum to the PEIR. Further, on a separate and independent basis, the City Council finds that the project is exempt from CEQA pursuant to recently enacted Public Resources Code Section 21080.085, which provides that CEQA does not apply to a rezoning that implements the schedule of actions contained in an approved housing element pursuant to subdivision (c) of Section 65583 of the Government Code. Section 65583(c) implementation actions, although referred to in the exemption as rezoning, are broadly defined to include, but are not limited to: making make sites available during the planning period with appropriate zoning and development standards to accommodate RHNA needs for all income levels that could not be accommodated on sites identified in the sites inventory; assisting in the development of adequate housing to meet the needs of extremely low, very low, low-, and moderate-income households; removing governmental and nongovernmental constraints for development of housing for all income levels. The project includes consistency amendments among the various interrelated documents (General Plan, Housing Element, Downtown Specific Plan, and Zoning) that are within the scope of, and contemplated by programs under Section 65583 (c). Also, the actions included in the project reflect implementation of the Housing Element in light of Measure SP, and implementation of other Housing Element programs contemplated under Section 65583(c).

SECTION 4. Specific Plan Amendment Findings. South Pasadena Municipal Code Section 36.440.060 provides that an amendment to a Specific Plan may be approved only if certain findings are met. Accordingly, based upon substantial evidence, including public testimony and written and oral staff reports, along with the environmental documentation, the City Council makes the following findings:

A. The Specific Plan Amendment conform with the actions, goals, objectives, policies and programs of the General Plan with the amendments of July 16, 2025 as well as the 2021-2029 (6th Cycle) Housing Element with the amendments of July 16, 2025. Specifically, the Specific Plan Amendment conforms with and is internally consistent with the following:

Housing Element Program 2.n:	Citywide Height Limit Ballot Initiative.
Housing Element Program 3.n:	Zoning Changes.
General Plan Policy P5.8:	Support the reduction of governmental and regulatory constraints, and advocate for the production of affordable housing.

The proposed Specific Plan Amendment would define two areas within the Mixed-Use Core Zone of the Downtown Specific Plan (DTSP) area, generally along Mission Street, divided by Orange Grove Avenue. Residential density in the western section of the MUC Zone would be 50 dwelling units per acre, with a maximum building height of 50 feet. Other areas along Mission Street in the Mixed-Use Core Zone would retain the existing density of 70 dwelling units per acre and would be allowed a maximum building height of 60 feet. Standards in the Fair Oaks zoning district would be amended to reduce the residential density from 110 units per acre to 90 units per acre, and the maximum building height would be reduced from 110 feet to 70 feet consistent with the Housing Element Amendment of July 16, 2025. The existing language referring to buildings of more than 45-feet tall would be removed for all zoning districts. Height in these areas would be calculated using average building height, except for properties in the National Register Historic District.

Given that the Specific Plan Amendment would implement changes to support the heights and building standards consistent with the Housing Element as amended on July 16, 2025, the City Council makes this finding.

SECTION 5. Based upon the foregoing, the City Council herby adopts the Amendment to the Downtown Specific Plan, as set forth in Exhibit A and Exhibit B to this Resolution.

SECTION 6. This Resolution shall be effective on the date that the Ordinance entitled “An Ordinance of the City of South Pasadena Amending Chapter 36 (Zoning) of the South Pasadena Municipal Code as it Related to Height, Density and Development Standards in the City’s Zoning and Overlay Districts and Amending the City’s Zoning Map to Implement the City’s 2021-2029 (6th Cycle) Housing Element” becomes effective.

PASSED, APPROVED, AND ADOPTED on this 16th day of August, 2025.

AYES:

NOES:

ABSENT:

ABSTAIN:

Janet Braun, Mayor

ATTEST:

Mark Perez, Acting Chief City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

EXHIBIT A

DOWNTOWN SPECIFIC PLAN AMENDMENT

Section 1. Section 1 ("Two Distinct Districts") of Paragraph B ("Key Ideas of the Vision") of Part A, 2 ("Vision") of the DTSP is amended to read as follows:

"1 Two Distinct Districts—The vision sees the study area as two distinct districts that are adjacent and complimentary to one another. Both districts have a clear historic center with commercial and retail uses surrounded by single and multi-family neighborhood fabric. The Mission Street District (Mixed-Use Core) is centered on the light rail station, and standards differentiate the residentially-focused area west of Orange Grove Avenue from the central business district to the east. The Fair Oaks Avenue District is centered on the Fair Oaks Avenue-/Mission sStreet intersection. Both Mission Street and Fair Oaks Avenue are enhanced in this vision."

Section 2. Subsection 1 ("Various Infills along Fair Oaks Avenue") and Subsection 2 ("Various Infills along Mission Street") of Section 3 ("Private Projects with Municipal Collaboration") of Paragraph C ("Catalytic Projects") of Part A, 2 ("Vision") of the DTSP is amended to read as follows:

"1. Various Infills along Fair Oaks Avenue—The plan envisions various mixed-use infill developments along Fair Oaks Avenue. These infills will be up to 4 to 6 stories tall, 70 feet in height, with active ground floors lining the sidewalks. In order to ensure that the form and character of these new buildings is not monolithic, a number of standards and guidelines are provided as part of this vision to enable contextually sensitive development.

2. Various Infills along Mission Street—New infill Development along Mission Street will be up to 4 to 5 stories tall have a maximum height of 50 feet in height in the area west of Orange Grove Avenue with a two-story base with active ground floor, keeping the existing scale of Mission Street development. To enable new buildings to preserve the historic two-story context of Mission Street, building frontage along Mission Street will have a two-story base. The massing for additional floors will provide a stepback of six feet. Infill building east of Orange Grove Avenue will have a maximum height of 60 feet, except that buildings in the Mission Street National Register Historic District have a maximum height of 50 feet."

Section 3. The narrative entitled "Existing Conditions" under Subsection ("Our Prosperous Community") of Part B ("Policy") of the DTSP is amended to read as follows:

“Existing Conditions

Fair Oaks Avenue is an existing high-traffic, north-south arterial that is well-positioned to capture latent retail demand of the surrounding market. Larger parcels along Fair Oaks Avenue are better able to accommodate a mixed-use program. Larger parcels also offer enough flexibility to accommodate physical requirements of national retailers as well as creative and tech office users, who generally prefer larger floors plates. The proposed higher intensity residential/commercial mixed-use development, enhances the likelihood of future development ~~feasibility~~.

Mission Street is notable for its pedestrian-friendly “Main Street” character, with an existing collection of small, locally-owned businesses. The existing Metro A Line light rail station provides a critical link to the countywide transit system as well as a convenient link to Downtown Los Angeles, enhancing the area’s desirability for multi-family residential development. It also opens up the area to a wider retail audience, as Downtown South Pasadena is only a station or two away from residents of Pasadena as well as ~~the~~ a number of Downtown Los Angeles neighborhoods, such as Chinatown, Little Tokyo, and the Arts District.

~~Key limiting factors to achieving a vibrant mixed-use downtown include the lack of a daytime population as well as the citywide 45-foot height limit.~~ The lack of a significant daytime population in ~~the~~ downtown South Pasadena area poses a significant challenge to sustaining a critical mass of retail and dining establishments, and most businesses find it difficult to survive on just weekend and night-time patrons alone. ~~The 45-foot height limit, on the other hand, effectively limits mixed-use development capacity to a maximum of three stories. This is due to the fact that most national retailers expect ceiling heights of 16 to 24 feet, leaving, at most, 29 feet for residential or office uses above, which generally require 10 to 15 feet of height per story (including thickness of floors). As such, most new developments with ground floor retails would only be able to reasonably accommodate three full stories. This limited development capacity hampers financial feasibility of new projects.~~

Therefore, if the City is to support the transformation of Downtown South Pasadena into a vibrant urban district, there must be a concerted effort to introduce higher density nodes within Downtown South Pasadena that includes residents, office space, ~~as well~~ and other non-retail ~~destinations~~ uses. This will ensure that the City can effectively leverage the value capture potential of new development while providing a greater chance that new retailers can flourish.

This strategy provides a framework for the City to take advantage of the aforementioned strengths to address the key limitations described above, improving the vibrancy of Downtown South Pasadena, while enhancing the city’s overall fiscal health and quality of life.

Update for 2025 Amendment: In November 2024, South Pasadena voters approved Measure SP, which eliminated the citywide 45-foot height cap. Height limits in this document were increased as appropriate to support the base densities of this plan and are sensitive to the context of surrounding development."

Section 4. Section C2.2 ("Regulating Plan") of Section 2 ("Zones and Regulating Plan") of Part C ("Code") of the DTSP is amended to read as follows:

"C.2.2 REGULATING PLAN

A. Purpose and Establishment of Regulating Plan

This section establishes the regulating plan, Figure C2.1, as the map that identifies and implements the various intentions and principles of the Downtown Plan. Table C2.1 defines the zoning districts, overlays and standards for site development, design and land use through the following:

1 Zoning Districts: Each zoning district is allocated standards in the following areas:

- Building Placement;
- Allowed Building Types;
- Allowed Frontage Types;
- Building Height and Size;
- Allowed Encroachments into Required Yards;
- Parking Placement and Site Access;
- Recommended Parking; and
- Allowed Land Uses

2 Shopfront Frontage Overlay: This overlay requires buildings to have shopfront frontage and a minimum floor-to-ceiling height. This requirement is to establish a consistent building street wall and accommodate ground floor live work, commercial, retail or other such non-residential activity on streets where the vision expects active, pedestrian-oriented streetscapes. Setbacks shall be 0 to 5 ft. maximum and the ground floor height shall be 15 ft. floor to floor.

~~3 Mission Street Height Overlay: This overlay allows maximum building height up to 2 stories (maximum 26 feet) along the rear frontage of the lot. Within the overlay area, the frontage lots along Mission Street back up to side yards of existing residential development. Proposed development should focus greater building mass along the Mission Street frontage with a contextual two-story massing along the rear frontage of the lot~~.

3 ~~4~~ Historic District Overlay: Any development on parcels located within the Mission West/ Historic Business and North of Mission Historic Districts will need to comply with the Secretary of Interior's Standards and Guidelines for the treatment of historic properties and subject to review by the Cultural Heritage Commission.

4 ~~5~~ Regulating Plan Diagram: Each zoning district and overlay established by the Downtown Code is identified on Figure C2.1 to show the boundaries of each zoning district, overlays, and the parcels within each boundary. Figure C2.1 is established as the zoning atlas for all property within the Downtown Code boundaries.

5. Any project located on a site included in either Table VI-52 or Table VI-53 of the Adopted 2021-2029 Housing Element that reserves at least 20% of the residential units reserved for lower income households, shall a) be processed through a ministerial approval process, b) qualify for priority processing as compared to other projects processed by the Community Development Department, and c) be exempt from and not subject to the Public Art Program and Public Art Development requirements of Divisions 36.390 and 36.395 of Article 3 of Chapter 36 of the City Code."

Section 5. Figure C2.1 ("Downtown Regulating Plan") shall be replaced with the figure in Exhibit B to this Resolution.

[C4 DEVELOPMENT STANDARDS (PAGES 108-109)]

Section 6. Section C4.3 ("Mixed Use Core Zone") of Section 4 ("Development Standards") of Part C ("Code") of the DTSP is amended to read as follows:

"C4.3 MIXED-USE CORE ZONE

A. Purpose

The Mixed-Use Core Zone permits community serving retail, office, cultural, and transit-oriented residential mixed-uses. ~~with between 20 and 70 dwelling units per acre~~ For properties located east of Orange Grove Avenue, density of between 20 and 70 dwelling units per acre shall be permitted and the maximum height shall be 60 feet. For properties located along Mission Street west of Orange Grove Avenue, and properties in the National Register Historic District, density of between 20 and 50 dwelling units per acre shall be permitted and the maximum height shall be 50 feet. Uses include small-scale commercial activities that are typically located along the main street. The standards in this zone are intended to promote a walkable, diverse, and well-connected area. In addition,

the provisions of South Pasadena Municipal Code Section 36.300.040 apply to the allowance and measurement of height in the Mixed-Use Core Zone.

B. Zoning Designations

Within the Mixed-Use Core Zone, there are two zoning designations. The Mixed-Use Core-70 (MUC-70) includes the properties located east of Orange Grove Avenue, which have a density of between 20 and 70 dwelling units per acre and a maximum height of 60 feet. The Mixed-Use Core-50 includes the properties located along Mission Street west of Orange Grove Avenue, which have a density of between 20 and 50 dwelling units per acre and a maximum height of 50 feet. Any property in the National Register Historic District shall have a density of up to 50 dwelling units per acre and a maximum height of 50 feet. The provisions of South Pasadena Municipal Code Section 36.300.040 regarding other height allowances and measurement apply in the Mixed-Use Core Zone.

C~~B~~. Building Placement

Setback	
Primary Street	~~0 to 15 ft. max~~ 0 to 5 ft, except as permitted by Frontage Type size requirements
Side Street	~~0 to 15 ft. max~~ 0 to 5 ft, except as permitted by Frontage Type size requirements
Side Yard	0 ft.
Rear (with alley)	5 ft. min
Rear (no alley)	10 ft. min

~~**Massing Stepback**~~	
F~~ront~~	~~8 ft. min above 3 stories~~
O~~ver 4 stories (w/density bonus)~~	~~10 ft. min. above 3 stories~~
R~~ear~~	~~20 ft. min above 3 stories~~

D~~C~~. Frontages and Encroachments

i. Allowed Frontages

- Arcade
- Gallery
- Shopfront
- Lightcourt
- Forecourt
- Stoop
- Dooryard
- Porch
- Frontyard

ii Encroachments: Architectural features, and signs may encroach into the required setbacks subject to the following requirements:

<table>
<tr><td rowspan="3">Description</td><td colspan="5">Encroachment</td></tr>
<tr><td colspan="4">Horizontal</td><td>Vertical</td></tr>
<tr><td>Front</td><td>Side St.</td><td>Rear</td><td>Side</td><td rowspan="5">min. 8 ft. clear</td></tr>
<tr><td>Arcade, gallery, awning</td><td colspan="2">6 ft. max</td><td rowspan="3">min. 5 ft. from PL</td><td>not allowed</td></tr>
<tr><td>Balcony</td><td colspan="2">4 ft. max</td><td rowspan="2">min. 5 ft. from PL</td></tr>
<tr><td>Bay window</td><td colspan="2">4 ft. max on upper floors only</td></tr>
<tr><td>Eave</td><td colspan="2">2 ft. max</td><td>min. 3 ft. from PL</td><td>min. 3 ft. from PL</td></tr>
</table>

E. ~~D.~~ Allowed Building Types, Height and Site Size

Allowed Building Types	Minimum		Maximum	
	Stories/Feet	Site W/D	Stories/Feet	Site W/D
Stacked Flats	2/25	125/100	4/45 5/ZD*	200/200
Flex Building	2/25	25/100	~~4/45~~(1) ZD*	200/150
Liner	1/18	100/100	~~4/45~~ (1) ZD*	200/200
Hybrid court	2/25	125/125	~~4/45~~ (1) ZD*	200/200
Court	1~~/18~~ 2/25	125/125	~~3/35~~ (1) ZD*	200/200
Live-work	1~~/18~~ 2/25	70/95	2~~/25~~ 3/45	200/150
Rowhouse	1~~/18~~ 2/25	90/95	2/25 3/35	150/150
Rowhouse or Bungalow Court	1/18	125/125	2/25	150/150
Duplex,multiplex	1/18	50/95	2/25	150/150
S~~ingle Family~~	1~~/18~~	4~~0/80~~	2~~/30~~	8~~0/150~~

W=Building site width along primary frontage;
D=Building site depth perpendicular to primary frontage.

(1) There are no maximum stories for the following building types: Flex Building, Liner, Hybrid Court and Court. The maximum height is governed by the applicable zoning designation (See ZD*)

ZD*- Height is governed by the applicable zoning designation described in C4.3.B above. If the property is in National Register Historic District, the density is up to 50 dwelling units per acre and the maximum height is 50 feet. The provisions of SPMC Section 36.300.040 regarding other height allowances and measurement apply.

	Ground Floor	~~Upper Stories~~
Interior floor to floor height	15 ft. min	~~8 ft. min.~~

F ~~E~~. Parking

i Pursuant to Section 21155 of the California Public Resources Code, there shall be no minimum parking requirement for any residential, commercial, or other development project if the project is located within one-half mile of a major transit stop. The Metro A Line station qualifies as a Major Transit Stop.

ii Recommended Parking

a Residential uses Studio ~~or 1 bedroom~~ 0.50 ~~1~~ space per unit
1 bedroom 1 space per unit
2+ bedroom 1.5 spaces per unit

b Non-residential uses 2 spaces per 1,000 sq.ft.

iii Parking Placement: If on-site parking is provided, the location of parking spaces/areas shall be located within the setback areas set forth below and shall comply with the following: ~~then it shall be located in compliance with the following requirements:~~ (1) Located to the rear of the building on the ground level or underground, and (2) shall not be located above the ground level or within 30 feet of the front or side street property line.

Setback

Primary street min. 30 ft. for surface or garage parking
Side street min. 30 ft. ~~15 ft.~~ for surface or garage parking
Side property min. 5 ft. for surface parking; otherwise, per building setback requirements
Rear property min. 5 ft. for surface parking; otherwise, per building setback requirements

Parking may be placed within setback areas below grade.

~~F. Standards for Buildings Exceeding 45 feet in Height~~
~~1. For any building above 45 feet in height, the minimum lot width shall be 100 feet and the minimum lot depth shall be 100 feet.~~
~~2. For any building above 45 feet in height, the minimum dimension of a courtyard enclosed by a building on all sides shall be 40 feet.~~
~~3. For any building above 45 feet in height, the minimum dimension of a courtyard open on one side shall be a minimum of 35 feet.~~
~~4. For any portion of a building above 45 feet in height, the minimum space between two adjacent buildings shall be 30 feet.~~
~~5. Roof tops with amenities shall be counted as part of the common open space of a building.~~

~~6. Building heights in excess of 45 feet are subject to State Density Bonus concessions and waivers. See SPMC § 36.370.030~~

~~**G. Minimum Unit Size**~~

~~Residential units shall be no less than 450 square feet.~~

Section 7. The figures in Section C4.3 ("Mixed Use Core Zone") of Chapter 4 ("Development Standards") of Part C ("Code") of the DTSP on page 108 shall be revised as set forth in Attachment 1 to this Exhibit A. The figure on page 109 depicting a project with state density bonus shall be deleted.

[C4 DEVELOPMENT STANDARDS (PAGES 110-111)]

Section 8. Section C4.4 ("Fair Oaks Avenue Zone") of Section 4 ("Development Standards") of Part C ("Code") of the DTSP is amended to read as follows:

"C4.4 FAIR OAKS AVENUE ZONE

A. Purpose

The Fair Oaks Zone permits regional and community serving retail, office, cultural and residential mixed-uses with between 20 and ~~110~~ 90 dwelling units per acre. The maximum height shall be 70 feet. Uses include larger-scale commercial uses that are typically located along this busy commercial street. The standards in this zone are intended to promote a walkable, diverse, and well-connected area. The buildings located along the edges that back-up to residential districts require very careful residential scale massing and articulation. The provisions of South Pasadena Municipal Code Section 36.300.040 regarding other height allowances and measurement apply in the Fair Oaks Zone."

B. Building Placement

Setback	
Primary Street	~~0 to 15 ft. max~~ 0 to 5 ft.
Side Street	~~0 to 15 ft. max~~ 0 to 5 ft.
Side Yard	0 ft.
Rear (with alley)	5 ft. min
Rear (no alley)	10 ft. min

~~Massing Stepback~~	
~~Front~~	~~10 ft. min above 3 stories~~
~~Over 4 stories (w/density bonus)~~	~~10 ft. min. above 3 stories~~
~~Rear~~	~~20 ft. min above 3 stories~~

C. Frontages and Encroachments

I. Allowed Frontages

- Arcade
- Gallery
- Shopfront
- Lightcourt
- Forecourt
- Stoop
- Dooryard
- Porch

ii Encroachments: Architectural features, and signs may encroach into the required setbacks subject to the following requirements.

Description	Encroachment				
	Horizontal				Vertical
	Front	Side St.	Rear	Side	
Arcade, gallery, awning	6 ft. max		min. 5 ft. from PL	not allowed	min. 8 ft. clear
Balcony	4 ft. max			min. 5 ft. from PL	
Bay window	4 ft. max on upper floors only				
Eave	2 ft. max		min. 3 ft. from PL	min. 3 ft. from PL	

D. Allowed Building Types, Height and Site Size

Allowed Building Types	Minimum		Maximum	
	Stories/Feet	Site W/D	Stories/Feet	Site W/D
Stacked Flats	2/25	125/100	~~4/45~~ (1)/70*	200/200
Flex Building	2/25	125/100	~~4/45~~ (1)/70*	200/150
Liner	1/18	100/100	~~4/45~~ (1)/70*	200/150
Hybrid court	2/25	125/125	~~4/45~~ (1)/70*	200/200
Court	1/18	125/125	~~3/45~~ 5/60*	200/200
Live-work	1/18	70/95	~~3/45~~ 4/50*	200/150
Rowhouse	1/18	90/95	3/35*	200/150
~~Rowhouse or Bungalow Court~~	~~1/18~~	~~50/85~~	~~3/35~~	~~150/150~~
~~Duplex/multiplex~~	~~1/18~~	~~50/95~~	~~3/35~~	~~150/150~~

W=Building site width along primary frontage;
D=Building site depth perpendicular to primary frontage.

(1)There are no maximum stories for the following building types: Stacked Flats, Flex Building, Liner and Hybrid Court.

* The provisions of SPMC Section 36.300.040 regarding other height allowances and measurement apply.

	Ground Floor	~~Upper Stories~~
Interior floor to floor height	15 ft. min	~~8 ft. min.~~

E. Parking

i Pursuant to Section 21155 of the California Public Resources Code, there shall be no minimum parking requirement for any residential, commercial, or other development project if the project is located within one-half mile of a major transit stop. The Metro A Line station qualifies as a Major Transit Stop.

ii Recommended Parking

a Residential uses Studio ~~or 1 bedroom~~ 0.50 ~~1~~ space per unit
1 bedroom 1 space per unit
2+ bedroom 1.5 spaces per unit

b Non-residential uses 2 spaces per 1,000 sq.ft.

iii Parking Placement: If on-site parking is provided, the location of parking spaces/areas shall be located within the setback areas set forth below and shall comply with the following: ~~then it shall be located in compliance with the following requirements:~~ (1) Located to the rear of the building on the ground level or underground, and (2) shall not be located above the ground level or within 30 feet of the front or side street property line.

Setback

Primary street min. 30 ft. for surface or garage parking
Side street min. 30 ft. ~~15 ft.~~ for surface or garage parking
Side property min. 5 ft. for surface parking; otherwise, per building setback requirements
Rear property min. 5 ft. for surface parking; otherwise, per building setback requirements

Parking may be placed within setback areas below grade.

~~F. Standards for Buildings Exceeding 45 feet in Height~~

~~1. For any building above 45 feet in height, the minimum lot width shall be 100 feet and the minimum lot depth shall be 100 feet.~~
~~2. For any building above 45 feet in height, the minimum dimension of a courtyard enclosed by a building on all sides shall be 40 feet.~~
~~3. For any building above 45 feet in height, the minimum dimension of a courtyard open on one side shall be a minimum of 35 feet.~~
~~4. For any portion of a building above 45 feet in height, the minimum space between two adjacent buildings shall be 30 feet.~~
~~5. Roof tops with amenities shall be counted as part of the common open space of a building.~~
~~6. Building heights in excess of 45 feet are subject to State Density Bonus concessions and waivers. See SPMC § 36.370.030~~

~~**G. Minimum Unit Size**~~

~~Residential units shall be no less than 450 square feet.~~"

Section 9. The figures in Section C4.4 ("Fair Oaks Corridor") of Chapter 4 ("Development Standards") of Part C ("Code") of the DTSP on page 110 shall be revised to be consistent with the newly revised text. The figure on page 111 depicting a project with state density bonus shall be deleted.

Section 10. A new section C.4.5 entitled "Housing Element" shall be added to Section 4 ("Development Standards") of Part C ("Code") of the DTSP to read as follows:

"**C.4.5 HOUSING ELEMENT**

In compliance with State law, any property that is included in the 2021-2029 Housing Element Tables VI- 52 or VI-53 shall require a minimum density of 20 dwelling units per acre."

Section 11. The current definition of "Building Height set for in Subsection C11.1 ("Definitions of General Terms" of Section 11 ("Definitions") shall be deleted and subsequently amended to read as follows:

"Building Height. ~~Building Height. The vertical extent of a building measured in stories to the eave of the highest story, not including a raised basement or a habitable attic. Height limits do not apply to masts, belfries, clock towers, chimney flues, and similar structures. Building height shall be measured from the average grade of the fronting thoroughfare.~~ Building Height shall have the same meaning and measuring conventions as set forth in South Pasadena Municipal Code Section 36.300.040."

[C5 BUILDING STANDARDS (PAGES 116-125)]

Section 12. The "Building Types" set forth in Subsection C5.2 of Part C ("Code") of Section 5 ("Building Standards") are hereby amended in their entirety to read as follows:

A Stack Flats

1	**Description**	This type is defined by a dwelling configuration that is based on horizontal repetition and vertical stacking organized on lobby, corridor and elevator access. Stacked Dwelling buildings may be used for non-residential purposes where allowed.		
2	**Lot Size**	Width	125 ft. min.	200 ft. max.
		Depth	100 ft. min.	200 ft. max.
3	**Pedestrian Access**	The entrance to the building shall be through a street level lobby or through a combination of street/podium lobby directly accessible from the street. Interior circulation to each dwelling shall be through a corridor which may be single- or double-loaded.		
4	**Frontages**	Forecourt Shopfront Gallery Arcade		
5	**Vehicle Access & Parking**	Recommended parking is accommodated in ~~an~~ a garage located underground or on the first (at-grade) level ~~above ground garage~~, tuck under parking, or a combination of any of the above.		
6	**Private Open Space**	Private open space is required for ~~each~~ 50% of the residential unit~~s~~ and shall be no less than 50 s.f. with a minimum dimension of ~~five (5) feet in each direction~~ 8 ft. width and 6 ft. depth.		
7	**Shared Open Space**	The primary shared ~~outdoor~~ common space is the front, rear or side yard designed as a courtyard. Courtyards can be located on the ground or on a podium and must be open to the sky. Side yards can also be formed to provide outdoor patios connected to ground floor commercial uses.		
		Courtyard width/ depth/height ratio	~~1:1:1~~ 1:1:1.5; minimum 25 ft. width and depth	
		~~See Development Standards (Part C, Section 4) for applicable courtyard dimensions.~~		

B Flex Building

1	**Description**	A building type designed for occupancy by retail, service, and/or office uses on the ground floor, with upper floors configured for retail, service, office, and/or residential uses. Second floor units may be directly accessed from the street through a stair; upper floors are accessed through a street level lobby.		
2	**Lot Size**	Width Depth	25 ft. min. 100 ft. min.	200 ft. max. 150 ft. max.
3	**Pedestrian Access**	Direct access from sidewalk. Upper floors accessed from street level lobby.		
4	**Frontages**	Forecourt Shopfront Gallery Arcade		
5	**Vehicle Access & Parking**	Recommended parking is accommodated in ~~an~~ a garage located underground or on the first (at-grade) level ~~above ground garage~~, tuck under parking, or a combination of any of the above.		
6	**Private Open Space**	Private open space is required for ~~each~~ 50% of the residential units and shall be no less than 50 s.f. with a minimum dimension of 8 ft. width and 6 ft. depth ~~five (5) feet in each direction~~.		
7	**Shared Open Space**	~~The primary shared common space is the rear or side yard designed as a courtyard. Courtyards can be located on the ground or on a podium and must be open to the sky. Side yards can also be formed to provide outdoor patios connected to ground floor commercial uses~~ ~~Courtyard width/ depth/height ratio 1:1:1~~ ~~See Development Standards (Part C, Section 4) for applicable courtyard dimensions.~~ See the Common Open Space Requirements for the Mixed-Use Overlay District set forth in Table 2-6 in the City's Zoning Code.		

C Liner

1	**Description**	A building that conceals a garage, or other large scale faceless building such as a movie theater, or “big box” store designed for occupancy by retail, service, and/or office uses on the ground floor, with upper floors configured for retail, service, office, and/ or residential uses. The access corridor, if applicable, is included in the minimum depth.		
2	**Lot Size**	Width Depth	100 ft. min. 100 ft. min.	200 ft. max. 150 ft. max.
3	**Pedestrian Access**	Direct access from sidewalk. Upper floors accessed from street level lobby.		
4	**Frontages**	Forecourt Shopfront Gallery Arcade		
5	**Vehicle Access & Parking**	Recommended parking is accommodated in ~~an~~ a garage located underground or on the first (at-grade) level ~~above ground garage~~, tuck under parking, or a combination of any of the above.		
6	**Private Open Space**	Private open space is required for ~~each~~ 50% of the residential units and shall be no less than 50 s.f. with a minimum dimension of 8 ft. width and 6 ft. depth ~~five (5) feet in each direction~~.		
7	**Shared Open Space**	~~The primary shared common space is the rear or side yard designed as a courtyard. Courtyards can be located on the ground or on a podium and must be open to the sky. Side yards can also be formed to provide outdoor patios connected to ground floor commercial uses~~ ~~Courtyard width/ depth/height ratio~~ 1:1:1 ~~See Development Standards (Part C, Section 4) for applicable courtyard dimensions.~~ See the Common Open Space Requirements for the Mixed-Use Overlay District set forth in Table 2-6 in the City’s Zoning Code.		

D Hybrid Court

1	**Description**	A building that combines a point-access portion of the building with a walk-up portion. The building may be designed for occupancy by retail, service, and/or office uses on the ground floor, with upper floors also configured for those uses or for residences.		
2	**Lot Size**	Width	125 ft. min.	200 ft. max.
		Depth	125 ft. min.	200 ft. max.
3	**Pedestrian Access**	The main entrance to each ground floor is directly from the street. Entrance to the residential portions of the building is through a dedicated street level lobby, or through a dedicated podium lobby accessible from the street or through a side yard. Interior circulation to each unit above the second level in double-loaded corridor element of the building is through a corridor of at least 6 feet in width with recessed doors or seating alcoves/offsets at every 100 feet at a minimum. For other units, it is directly off a common courtyard or through stairs serving up to 3 dwellings.		
4	**Frontages**	Porch Stoop Dooryard		
5	**Vehicle Access & Parking**	Underground garage, surface parking, tuck under parking, or a combination of any of the above.		
6	**Private Open Space**	~~Width Depth Area~~ ~~8 ft. min. 8 ft. min 100 s.f. min~~ ~~This open space is exclusive of the courtyard and may be located in a side or rear yard~~ Private open space is required for 50% of the residential units and shall be no less than 50 s.f. with a minimum dimension of 8 ft. width and 6 ft. depth.		
7	**Common Courtyard**	Width/depth/height ratio ~~1:1:1~~ 1:1:1.5; minimum 25 ft width and depth ~~See Development Standards (Part C, Section 4) for applicable courtyard dimensions.~~		

E Court

1	**Description**	A group of dwelling units arranged to share one or more common courtyards. The courtyard is intended to be a semi-public outdoor room that is an extension of the public realm. Court buildings may accommodate ground floor commercial/flex uses in either a live-work configuration or as solely commercial/retail space in qualifying zones facing the primary street. This building type enables the incorporation of high-quality, well-designed density within a walkable neighborhood		
2	**Lot Size**	Width	125 ft. min.	200 ft. max.
		Depth	125 ft. min.	200 ft. max.
3	**Pedestrian Access**	Direct access from street or courtyard		
4	**Frontages**	Porch Stoop Dooryard		
5	**Vehicle Access & Parking**	From alley. For lots without alley, via driveway, max. 12 ft. wide, located as close to side yard property line as possible.		
6	**Private Open Space**	~~Width Depth Area~~ ~~8 ft. min. 8 ft. min 100 s.f. min~~ ~~This open space is exclusive of the courtyard and may be located in a side or rear yard~~ Private open space is required for 50% of the residential units and shall be no less than 50 s.f. with a minimum dimension of 8 ft. width and 6 ft. depth.		
7	**Common Courtyard**	1:1:1.5; minimum 25 ft width and depth ~~See Development Standards (Part C, Section 4) for applicable courtyard dimensions~~		
8	**Building Size & Massing**	Length along frontage: 200 ft. max. Length along side yard: 140 ft. max. The footprint area of an accessory structure may not exceed the footprint area of the main body of the building.		

F Live-work

1	**Description**	The Live-Work Building Type is a small to medium-sized attached or detached structure that consists of single dwelling unit above and/or behind a flexible ground floor space that can be used for residential, service, or retail uses. Both the groundfloor flex space and the unit above are owned by one entity. This Type is typically located within medium-density neighborhoods or in a location that transitions from a neighborhood into a urban neighborhood street. It is especially appropriate for incubating neighborhood-serving retail and service uses and allowing neighborhood main streets to expand as the market demands. Live/Works are prohibited on a lot without alley access, since garages must be located and accessed from the rear of the lot. The work space is accessed directly from the primary street, and the living space at the rear or above is accessed directly or indirectly from the working space.		
2	**Lot Size**	Width	70 ft. min.	200 ft. max.
		Depth	95 ft. min.	150 ft. max.
3	**Pedestrian Access**	Main entrance location: Primary street Ground floor space and upper unit shall have separate entries.		
4	**Frontages**	Forecourt Dooryard Shopfront Lightcourt Gallery		
5	**Vehicle Access & Parking**	Parking spaces may be located in the rear, or tuck under.		
6	**Private Open Space**	~~Width~~ ~~Depth~~ ~~Area~~ ~~8 ft. min.~~ ~~8 ft. min~~ ~~100 s.f. min~~ Private open space is required for 50% of the residential units and shall be no less than 50 s.f. with a minimum dimension of 8 ft. width and 6 ft. depth.		
7	**Building Size & Massing**	Width per unit: 18 ft. min; 36 ft. max The footprint area of an accessory structure may not exceed the footprint area of the main body of the building.		

G Rowhouse

1	**Description**	A small- to medium-sized building comprised of five or more attached dwelling units arrayed side by side, with the ground floor raised above grade in order to provide privacy for ground floor rooms. The primary building sits at the front of the property, with the garage at the rear, separated from the primary building by a rear yard. Each dwelling unit is directly accessed from the front yard/street. Rowhouses are prohibited on a lot with-out alley access, since garages must be located and accessed from the rear of the lot. This Type is typically located within medium-density neighborhoods or in a location that transitions from a primarily single-family neighborhood into a neighborhood main street. This Type enables appropriately-scaled, well-designed higher densities and is important for providing a broad choice of housing types and promoting walkability.
2	**Lot Size**	Width 90 ft. min. Depth 95 ft. min.
3	**Pedestrian Access**	Main entrance location: Primary street access
4	**Frontages**	Porch Stoop Dooryard
5	**Vehicle Access & Parking**	Parking spaces may be enclosed, covered or open.
6	**Private Open Space**	~~Width Depth Area~~ ~~8 ft. min. 8 ft. min 100 s.f. min~~ Private open space is required for 50% of the residential units and shall be no less than 50 s.f. with a minimum dimension of 8 ft. width and 6 ft. depth.
7	**Building Size & Massing**	Width per unit: 18 ft. min; 36 ft. max Length along side yard: 80 ft. max. The front elevation and massing of each rowhouse building may be either symmetrical or asymmetrical, repetitive or unique in disposition, as long as the delineation of each individual unit is evident. The footprint area of an accessory structure may not exceed the footprint area of the main body of the building.

H Rosewalk and Bungalow Court

1	**Description**	Six or more single dwellings arranged in a linear manner along either side of a common green. Having the same right-of-way width as a narrow neighborhood street, the Rosewalk (in contrast to the Bungalow Court) must connect two parallel streets. Pedestrian access to the building entrances are accessed from the common green and/ or primary street. Rosewalks are prohibited on corner lots. Four or more single dwellings arranged around a shared courtyard, with pedestrian access to the building entrances from the courtyard and/or fronting street. The courtyard is wholly open to the street and parking is placed in the rear of the lot or behind each unit. Bungalow courts are prohibited on corner lots that do not have alley access.		
2	**Lot Size**	Width Depth	120 ft. min. 120 ft. min.	150 ft. max 150 ft. max
3	**Pedestrian Access**	Main entrance location: Common courtyard		
4	**Frontages**	Porch Stoop Dooryard Frontyard		
5	**Vehicle Access & Parking**	Parking spaces may be located in the rear, or tuck under.		
6	**Private Open Space**	Width ~~20~~ 10 ft. min.	Depth ~~20~~ 10 ft. min.	Area ~~400~~ 200 s.f. min
7	**Building Size & Massing**	Length along frontage: 40 ft. max. Length along side yard: 40 ft. max. The footprint area of an accessory structure shall not exceed the footprint area of the main body of the building.		

H Duplex, Multiplex

1 **Description** The Duplex Building Type is a small- to medium-sized structure that consists of two side-by-side or stacked dwelling units, both facing the street, and within a single building massing. This type has the appearance of a medium to large single-family home and is appropriately scaled to fit within primarily single-family neighbor - hoods. It enables appropriately-scaled, well-designed higher densities and is important for providing a broad choice of housing types and promoting walkability.
The Multiplex is a medium structure that consists of 3–4 side-by-side and/or stacked dwelling units, typically with one shared entry or individual entries along the front. This type has the appearance of a medium-sized family home and is appropriately scaled to fit sparingly within primarily single-family neighborhoods. This type enables appropriately-scaled, well-designed higher densities and is important for providing a broad choice of housing types and promoting walkability.

2	**Lot Size**	Width	50 ft. min.	75 ft. max
		Depth	100 ft. min.	150 ft. max

3 **Pedestrian Access**
Main entrance location: Primary street
On corner lots each lot shall front a separate street

4 **Frontages**
Porch
Stoop
Dooryard
Frontyard

5 **Vehicle Access & Parking**
Parking spaces may be enclosed or covered.

6 **Private Open Space**

Width	Depth	Area
8 ft. min.	8 ft. min	100 s.f. min

Private open space is required for 50% of the residential units and shall be no less than 50 s.f. with a minimum dimension of 8 ft. width and 6 ft. depth.

7 **Building Size & Massing**
Length along frontage:
36 ft. max. for duplex
50 ft. max. for multiplex

Length along side yard: 80 ft. max.

The footprint area of an accessory structure shall not exceed the footprint

Section 13. The “Single-family residence” building types set forth on page 125 in Subsection C5.2 of Part C (“Code”) of Section 5 (“Building Standards”) is hereby deleted.

Section 14. On page 89 (“Understanding Development Standards”) of Part C, Code, the following paragraphs and figures shall be deleted: (i) The figure above Section F; (ii) Section F (Standards for Buildings Exceeding 45 Feet in Height”; (iii) Text with heading of “Buildings Over 45 Feet”; (iv) Text with heading “Minimum Unit Sizes”.

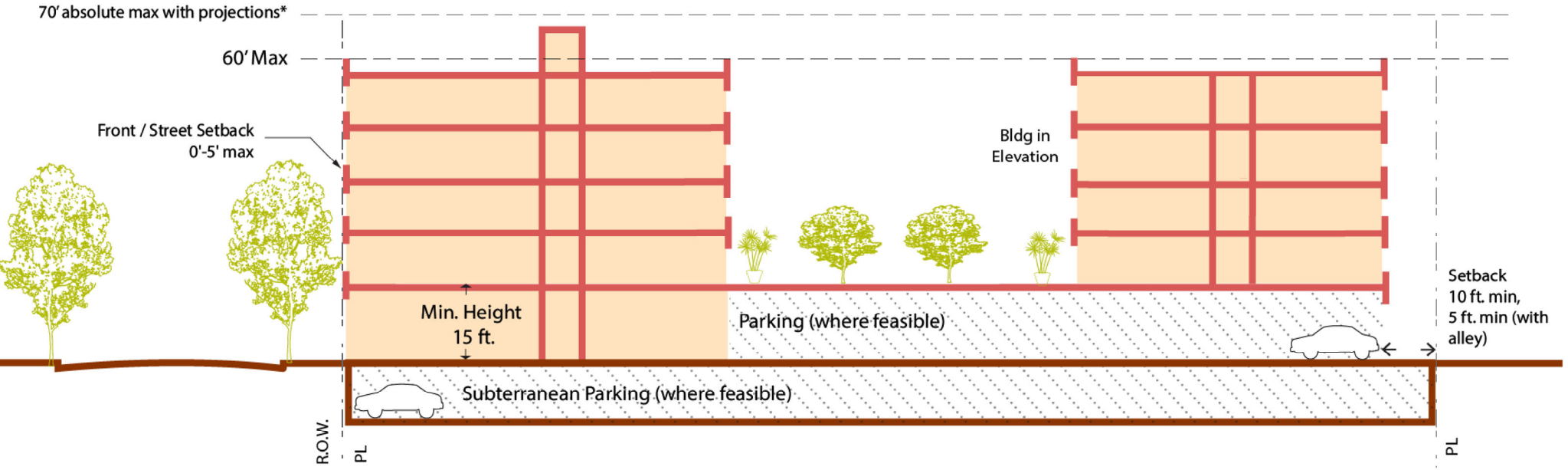
Section 15. On page 105, Table C3.1: Land Use Table, the reference to single-family dwelling(s) shall be deleted.

Section 16. On page 113, the reference to single-family residence in the chart shall be deleted.

Section 17. On page 115, the reference to single-family residence and the heading labeled “Coding Criteria” and text underneath shall be deleted.

ATTACHMENT 1 TO EXHIBIT A

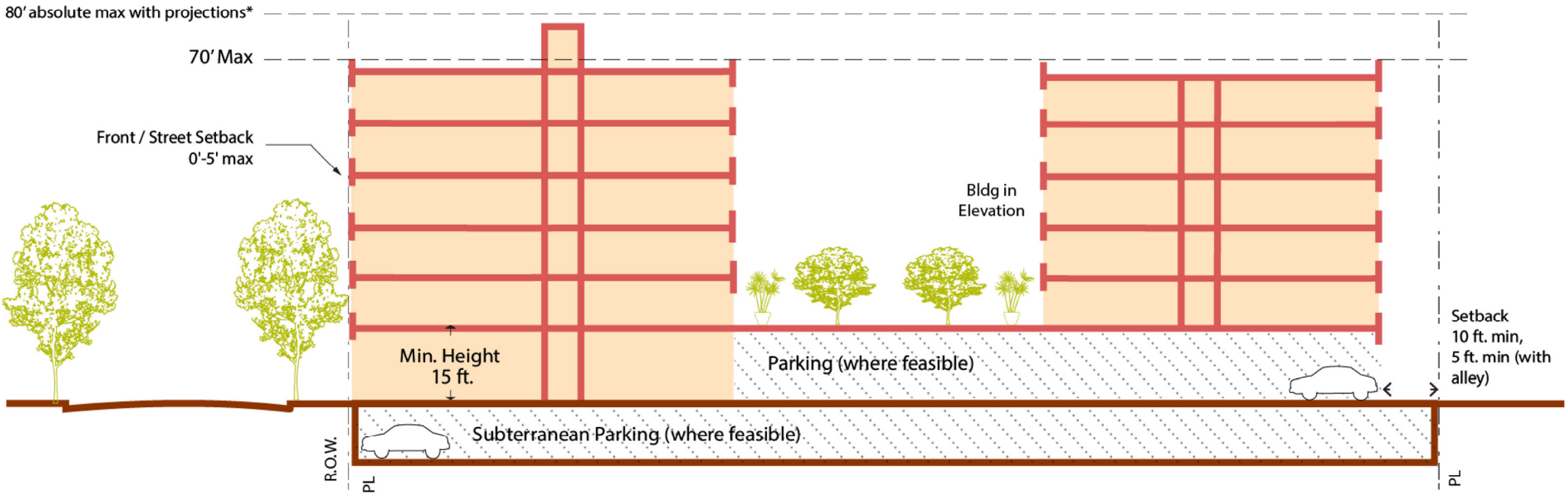
Figure for Section C4.3 (“Mixed Use Core Zone”) on page 108



*Refer to SPMC 36.300.040 for other height allowances and measurement

ATTACHMENT 2 TO EXHIBIT A

Figure for Section C4.4 (“Fair Oaks Avenue Zone”) on page 110



*Refer to SPMC 36.300.040 for other height allowances and measurement

EXHIBIT B

FIGURE C2.1 - DOWNTOWN REGULATING PLAN

Regulating Plan

- Mixed Use Core
- Fair Oaks Corridor
- Civic
- Open Space
- Shopfront Overlay

Historic Districts Overlay

- Mission West/Historic Business
- North of Mission
- Enhanced Pavement at Intersection

Meridian Ave
Grevelia St
Orange Grove Ave
Prospect Ave
Magnolia St
Fairview Ave
Magnolia St
Fair Oaks Ave
Grevelia St
Grand Ave
Adelaine Ave
Forest Ave
Hope St
Raymond Ln
Mission St
Pico Alley
Indiana Ave
Palm Ave
Adelaine Ave
El Centro St
Orange Grove Ave
Meridian Ave
Fairview Ave
Oxley St
Fremont Ave
Mound Ave
Brent Ave
Monterey Rd

ORDINANCE NO.____

AN ORDINANCE OF THE CITY OF SOUTH PASADENA AMENDING CHAPTER 36 (ZONING) OF THE SOUTH PASADENA MUNICIPAL AS IT RELATES TO HEIGHT, DENSITY AND DEVELOPMENT STANDARDS IN THE CITY'S ZONING AND OVERLAY DISTRICTS AND AMENDING THE CITY'S ZONING MAP TO IMPLEMENT THE CITY'S 2021-2029 (6TH CYCLE) HOUSING ELEMENT

WHEREAS, on May 30, 2023, the City Council adopted the Environmental Assessment (EA) prepared for the 2021-2029 (6th Cycle) Housing Element ("Housing Element") and then adopted the Housing Element;

WHEREAS, on September 27, 2023, the City Council adopted the Program Environmental Impact Report (PEIR) prepared for the General Plan Update and the Downtown Specific Plan, and the Housing Element Implementation Programs Project;

WHEREAS, on July 29, 2024, the California Housing and Community Development Department issued a findings letter indicating that the City's Housing Element, is in substantial compliance with State Law;

WHEREAS, the City has continued to work diligently to implement Housing Element programs, including adopting a new General Plan, Downtown Specific Plan, and rezoning;

WHEREAS, Housing Element Program 2.n called for the City to place a ballot initiative before the voters of South Pasadena to consider removing the 45-foot building height limit in certain parts of the City, and on November 5, 2024, South Pasadena residents approved said measure with the results being certified by the City Council on December 18, 2025, thus enabling amendments to the General Plan, Downtown Specific Plan, and the South Pasadena Zoning Code consistent with the adopted Housing Element;

WHEREAS, on February 1 and February 15, 2025, the City conducted walking tours to familiarize residents and public officials with the areas under consideration for revised building height limits and development standards, with staff receiving feedback and suggestions from the community on potential changes to both the South Pasadena Municipal Code and Downtown Specific Plan, with approximately 40 residents in attendance at each event;

WHEREAS, on February 18, 2025, the City conducted an open house to showcase the analysis prepared in regard to height limits in conjunction with housing density, with maps showing areas in which the City proposed to increase height and exhibits showing examples of conceptual development scenarios in areas that included Huntington Drive, Ostrich Farm, Fair Oaks Avenue, and Mission Street, with staff receiving feedback from the approximately 40 residents who attended;

WHEREAS, on March 11, 2025, Planning Commission Chair appointed a subcommittee of two Commissioners to study in-depth the assumptions and methodology involved in the proposed amendments;

WHEREAS, on March 18, 2025, the City conducted a second open house, this time focusing on current development standards that may present challenges to housing development including setbacks, stepbacks, building breaks, parking location, open space, and minimum unit sizes, with staff receiving feedback from the approximately 40 participant who attended;

WHEREAS, on March 26, 2025, a joint City Council and Planning Commission study session was held wherein additional public comment and feedback from both the Planning Commission and the City Council was were received regarding potential amendments to the General Plan, Housing Element, Downtown Specific Plan, the City's Zoning Code (Chapter 36), and the City's Zoning Map;

WHEREAS, on April 8, 2025, the Planning Commission subcommittee that was convened to study the assumptions and methodologies upon which potential amendments would be based, reported to the full Planning Commission, resulting in further feedback to staff as to how to proceed, with the subcommittee continuing to work with staff to prepare a recommendation for future consideration by the Planning Commission;

WHEREAS, on April 29, 2025, the Planning Commission held a duly noticed Public Hearing, wherein the Planning Commission received a staff presentation and staff report on potential amendments to the General Plan, Housing Element, Downtown Specific Plan, the City's Zoning Code and the City's Zoning Map ("proposed project" or "project"); received public testimony; and held Planning Commission discussion. Thereafter, the Planning Commission continued the Public Hearing to May 7, 2025;

WHEREAS, on May 7, 2025, the Planning Commission continued its Public Hearing, wherein the Planning Commission resumed its discussion, received corrected maps and exhibits, including a density/height summary table and received public testimony. Thereafter, the Planning Commission continued the public hearing to May 20, 2025;

WHEREAS, on May 20, 2025, the Planning Commission continued its Public Hearing, wherein the Planning Commission resumed its discussion, received corrections to the zoning map and density/height summary table, received public testimony and gave direction to staff and the City's consultant for additional information and scenarios related to the density and height amendments. Thereafter, the Planning Commission continued the public hearing to June 10, 2025;

WHEREAS, on June 10, 2025, the Planning Commission continued its Public Hearing, wherein the Planning Commission received an updated density and height table of density based on recommendations and suggestions from the Planning Commission, received the updated Housing Element inventory zoning scenarios with corresponding Zoning Maps, received updated development standards table prepared by the subcommittee and staff; resumed its discussion and provided preliminary recommendations to Staff in preparation for a community meeting to be held on June 16, 2025. Thereafter, the Planning Commission continued the public hearing to June 24, 2025;

WHEREAS, on June 16, 2025, the Planning Commission held a community meeting to received input from the community and stakeholders regarding the Planning Commission's preliminary recommendations related to density, height and development standards in order to implement the Housing Element programs;

WHEREAS, on June 24, 2025, the Planning Commission continued its Public Hearing, wherein the Planning Commission received a staff presentation and staff report on the amendments to the General Plan, Housing Element, Downtown Specific Plan, the City's Zoning Code and the City's Zoning Map based on the Planning Commission's previous discussion and direction; received a summary of the comments received at the June 16, 2025 community meeting; received public testimony; and held Planning Commission discussion and provided further direction to staff. Thereafter, the Planning Commission adopted a Resolution to recommend that the City Council adopt a zoning text amendment and zoning map amendment to amend Chapter 36 (Zoning) of the South Pasadena Municipal Code to implement the Housing Element;

WHEREAS, on July 16, 2025, the City Council noticed a public hearing on this matter and subsequently opened the public hearing and continued the public hearing to the next regular meeting of the City Council to be held on August 20, 2025 at 7:00 p.m.;

WHEREAS, on August 20, 2025, the City Council held a duly noticed continued public hearing, wherein the City Council received a staff presentation and staff report on the proposed Ordinance implementing a Zoning Text Amendment and Zoning Map Amendment, as well as amendments to the General Plan, Housing Element and Downtown Specific Plan, as it relates to height, density and development standards in the City's zoning and overlay districts in order to implement the Housing Element. The City Council received public testimony and all interested persons had an opportunity to, and did, testify in this matter. Thereafter, the City Council asked questions and deliberated; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals. The facts set forth in the recitals of this Ordinance are true and correct and incorporated herein as if set forth in full.

SECTION 2. Findings. Based upon substantial evidence presented, including public testimony and written and oral staff reports, and the environmental documentation, the City Council finds:

A. All necessary public hearings and opportunities for public testimony and comment have been conducted in compliance with applicable law;

B. The proposed Zoning Text and Map Amendment is consistent with the actions, goals, objectives, policies and programs of the General Plan and the Amendment to the Housing Element, as such documents have been amended and updated in conjunction with this Ordinance. Specifically, the proposed Zoning Text Amendment is internally consistent with the actions, goals, objectives, policies and programs of the General Plan, with the amendments of July 16, 2025 and the July 16, 2025 Amendment to the Housing Element. Specifically, Housing Element Program 2.n: Citywide Height Limit Ballot Initiative; Housing Element Program 3.n: Zoning Changes; and General Plan Policy P5.8: Support the reduction of governmental and regulatory constraints, and advocate for the production of affordable housing. Given that this Zoning Text and Map Amendment implements changes to support heights and building and

development standards in support of, and consistent with, the Housing Element, the City Council makes this finding.

C. The Zoning Text and Map Amendment would not be detrimental to the public interest, health, safety, convenience or general welfare of the City because it would achieve consistency with the Housing Element and the July 16, 2025 Amendment to the Housing Element, specifically the rezoning necessary to implement new building heights as part of the Measure SP implementation process. This supports Housing Element Programs 2.n (Citywide Height Limit Ballot Initiative) and 3.n (Zoning Changes). In addition, the implementation of the amendment further supports the general welfare of the City by focusing growth into specific areas where residents will have access to services and public transportation. The General Plan supports mixed-use, walkable neighborhoods, and provides the development capacity to accommodate projected future growth along with the housing programs identified in the Housing Element. Therefore, the City Council hereby makes this finding.

D. The proposed Zoning Map Amendment is physically suitable for the requested zoning designations and anticipated land uses because the proposed amendments related to height, density and development standards allow for development of the areas amended on the proposed map. Therefore, the City Council makes this finding.

SECTION 3. California Environmental Quality Act (CEQA). The policies and implementation documents that were adopted and now proposed for amendment were analyzed in the Program Environmental Impact Report (PEIR) for the General Plan and Downtown Specific Plan Update and 2021-2029 Housing Element Implementation Programs, which was certified by the Council on September 27, 2023. Section 15164 of the State CEQA Guidelines states that an Addendum to an earlier Mitigated Negative Declaration or EIR shall be prepared if some changes or additions are necessary to the previously adopted document, but none of the conditions described in Section 15162 calling for preparation of a subsequent Mitigated Negative Declaration or EIR have occurred. Based on the analysis and information contained in the Addendum to the PEIR, there is no evidence that the proposed project requires major changes to the PEIR. Comparison of the previous project with the proposed amendments indicates that there are no new significant environmental impacts associated with implementation of height, density and development standards to support housing development. In addition, there is no substantial evidence that the circumstances under which the project is undertaken have substantially changed, and there is no evidence of new or more severe environmental impacts arising out of the proposed changes to the policy documents. The amendments to these policy documents, are considered in the same context of compliance with the City's Regional Housing Needs Assessment (RHNA), as it has been allocated to require planning for additional housing development amid a statewide housing shortage, as reflected in the Housing Element.

Therefore, the City Council adopts the July 2025 addendum to the PEIR. Further, on a separate and independent basis, the City Council finds that the project is exempt from CEQA pursuant to recently enacted Public Resources Code Section 21080.085, which provides that CEQA does not apply to a rezoning that implements the schedule of actions contained in an approved housing element pursuant to subdivision (c) of Section 65583 of the Government Code. The actions included in the Project reflect implementation of

the Housing Element in light of Measure SP, and implementation of other Housing Element programs contemplated under Section 65583(c).

SECTION 4. The City Council hereby amends various sections of Chapter 36 (Zoning) of the South Pasadena Municipal Code to incorporate the text changes set forth in Exhibit A, attached hereto and incorporated herein by reference, with all sections of Chapter 36 that have no amendments identified in Exhibit A remaining in effect without amendment.

SECTION 5. The City Council hereby adopts the Amended Zoning Map attached hereto as Exhibit B, and incorporated herein by reference.

SECTION 6. If any section subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, or contravened by reason of any preemptive legislation, the remaining sections and/or provisions of this Ordinance shall remain valid. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, regardless of the fact that any one or more section(s) or provision(s) may be declared invalid or unconstitutional or contravened via legislation.

SECTION 7. The City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published in the manner prescribed by law, and this Ordinance shall become effective 30 days following its adoption.

PASSED, APPROVED AND ADOPTED ON this 3rd day of September, 2025

AYES:

NOES:

ABSENT:

ABSTAIN:

Janet Braun, Mayor

ATTEST:

Mark Perez, Acting Chief City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

EXHIBIT A

ZONING TEXT AMENDMENT

36.220.020 Purposes of Residential Zoning Districts.

Different residential zoning districts are intended to provide for a variety of housing opportunities through new construction, and the maintenance of existing homes and neighborhoods. The purposes of the individual residential zoning districts and the manner in which they are applied are as follows:

A. RE (Residential Estate) district. The RE zoning district applies to areas appropriate for detached, single-family residential homes on large estate parcels. The allowable residential density is a maximum of three dwelling units per acre. The RE zoning district is consistent with the Very Low Density Neighborhood land use designation of the General Plan.

B. RS (Residential Single-Family) district. The RS zoning district is intended for areas appropriate for the development of detached, single-family homes. The allowable residential density is a maximum of five dwelling units per acre. The RS zoning district is consistent with the Low Density Neighborhood land use designation of the General Plan.

C. RM (Residential Medium Density) district. The RM zoning district applies to areas appropriate for a variety of housing types. Typical residential land uses include single-family bungalow courts, courtyard housing, townhomes, duplexes, triplexes, multiplexes, and other attached dwellings on smaller lots. The allowable residential density ranges from 5.1 to 30 dwelling units per acre, except that any property in the RM district that is also included on the Housing Element Table ~~VI-50~~ VI-52 or ~~VI-51~~ VI-53 shall require a minimum density of 20 dwelling units per acre. Up to 70 dwelling units per acre are allowed for properties located within the Housing Opportunity (HO) Overlay District. The RM zoning district is consistent with the Medium Density Neighborhood land use designation of the General Plan.

D. RH (Residential High Density) district. The RH zoning district is intended for areas appropriate for high density attached dwelling units, including courtyard housing, townhouses, condominiums, and apartments. The allowable residential density ranges from 30.1 to 45 dwelling units per acre. Up to 70 dwelling units per acre are allowed for properties located within the Housing Opportunity (HO) Overlay District. The RH zoning district is consistent with the High Density Neighborhood land use designation of the General Plan.

Table 2-3 Residential District General Development Standards.

TABLE 2-3. RESIDENTIAL DISTRICT GENERAL DEVELOPMENT STANDARDS				
	Requirement by Zoning District (1)			
Development Feature	**RE**	**RS**	**RM**	**RH**
Minimum lot size	Minimum area and width for parcels proposed in new subdivisions.			

TABLE 2-3. RESIDENTIAL DISTRICT GENERAL DEVELOPMENT STANDARDS				
	Requirement by Zoning District (1)			
Development Feature	**RE**	**RS**	**RM**	**RH**
Area	12,500 sf	10,000 sf	10,000 sf	10,000 sf
Width	75 ft; 85 ft for a corner lot	50 ft; 60 ft for a corner lot	60 ft; 80 ft for a corner lot	70 ft
Residential density	Maximum number of dwelling units allowed in a project. The actual number of units allowed will be determined by the City through subdivision or land use permit approval, as applicable.			
Allowable density	Maximum of 3 du/acre	Maximum of 5 du/acre	5.1 to 30 du/acre (2)	30.1 to 45 du/acre (3)
Setbacks	Minimum and, where noted, maximum setbacks required. See SPMC 36.300.030 for setback measurement, allowed projections into setbacks, and specific exceptions to setbacks.			
Front	25% of lot depth, with a minimum of 25 ft, and a maximum requirement of 35 ft		~~20 ft~~ 10 ft	~~15 ft~~ 7.5 ft
Front exception	If 60 percent or more of the lots on the same block face have structures with front setbacks different from the above, the required front setback shall be the average of the existing front setbacks, provided that no more than 45 feet shall be required in the RE district, and 35 ft shall be required elsewhere.		~~An additional minimum 5 ft setback from the property line shall be provided for every story above the second story.~~	
Sides, each	10% of lot width	10% of lot width, 4 ft minimum	4 ft An additional minimum 1 ft ~~4 ft~~ setback from the property line shall be provided for each ~~every additional~~ story above the second story. (i.e. 3 story building = 5 ft; 4 story building = 6 ft, etc.)	4 ft ~~8 ft minimum~~; An additional 1 ft ~~10 ft minimum~~ setback from the property line shall be provided for each story above the second story. (i.e. 3 story building = 5 ft; 4 story building = 6 ft, etc.)
Side, street side	20% of lot width, to a maximum requirement of 15 ft		~~15~~ 10 ft minimum	

TABLE 2-3. RESIDENTIAL DISTRICT GENERAL DEVELOPMENT STANDARDS				
	Requirement by Zoning District (1)			
Development Feature	**RE**	**RS**	**RM**	**RH**
Rear	25 ft		15 ft minimum; or 5 ft minimum abutting an alley	15 ft. minimum; or 5 ft. minimum abutting an alley ~~20 ft minimum; 22 ft minimum setback shall be provided for each additional story above the second story.~~
Garage	An attached garage shall be set back a minimum of 10 ft from the front of the main structure		N/A	
Accessory structures	As required for primary structures, except that: • A structure of 120 sf or less may be placed within a required side or rear setback, but not a front setback or in front of the frontmost dwelling unit on the lot; • A detached garage or carport or other accessory residential structure shall be located at least 5 ft from a side and/or rear property line, except if the required side yard setback for the dwelling/s is less than 5 ft, in which case the lesser side yard setback may be used for a detached garage or carport only. Such structures cannot be located in the front setback or in front of the frontmost dwelling unit on the lot; • Accessory structures shall be located at or beyond the required street-facing side yard setback for the dwelling/s, except if the Director determines that a lesser setback can be approved using the Administrative Use Permit process detailed in SPMC 36.350.170(C)(3)(e);		See SPMC 36.350.170 (Residential Uses—Accessory Residential Structures)	
	• Private residential recreational facilities shall be located at least 5 ft from a side and/or rear property line and cannot be located in the front setback, or in front of the frontmost dwelling unit on the lot or in the			

TABLE 2-3. RESIDENTIAL DISTRICT GENERAL DEVELOPMENT STANDARDS				
	Requirement by Zoning District (1)			
Development Feature	**RE**	**RS**	**RM**	**RH**
	street-facing side setback of a corner lot. See also SPMC 36.350.170 (Residential Uses—Accessory Residential Structures).			
Building separation	10 ft between structures on the same site.		Minimum distances shall comply with Fire Code requirements but in no case shall be less than 10 ft.	
Lot coverage	Maximum percentage of total lot area that may be covered by structures.			
	40%		N/A	
Floor area ratio requirement	0.35		N/A	N/A
Height limit	Maximum allowable height of structures in other than hillside areas (see SPMC 36.340 (Hillside Protection) for height limits in hillside areas). See SPMC 36.300.040 (Height Limits and Exceptions) for height measurement requirements. See also SPMC 36.350.170 (Residential Uses—Accessory Residential Structures).			
Maximum height	35 ft		45 ft For properties located in the HO Overlay District, the maximum height is 60 feet. (See, SPMC 36.300.040.A)	
Multiple story exception	No portion of a structure shall encroach through a 45 degree angle projected perpendicularly from the front property line toward the rear property line. See Figure 2-1 in this division. Building height in addition to the above limits may be authorized by design review (SPMC 36.410.040) to accommodate dormer windows and/or uninhabitable roof structures where appropriate to the architectural style of the dwelling.		N/A	

TABLE 2-3. RESIDENTIAL DISTRICT GENERAL DEVELOPMENT STANDARDS				
	Requirement by Zoning District (1)			
Development Feature	**RE**	**RS**	**RM**	**RH**
OPEN SPACE (4)				
Minimum Total Combined Useable Open Space per Residential Unit (Common and Private Combined)	N/A		200 sf per unit, minimum ~~As required by SPMC 36.350.190 (Multifamily Project Standards)~~	
Common Open Space Required	N/A		50% minimum of the total required open space; 1,000 sf minimum; Up to 25% of the required common open space may be indoor common open space such as fitness rooms, resident lounges and similar or typical facilities. Mail rooms and leasing offices and associated areas do not count towards the required common open space.	
Dimensions of Private Open Space	N/A		~~Private open space areas shall have a minimum dimension of eight feet on any side, and a configuration that would accommodate a rectangle of at least 100 square feet.~~ If individual balconies, ground floor patios, porches, or similar private open space are provided to meet the area requirements, such areas shall have minimum dimensions of 8 ft width and 6 ft depth.	
Dimensions of Common Open Space	N/A		Common open space areas shall have a minimum dimension of 20 feet on any side.	
Dimensions of Outdoor Common Open Space and Landscaping Requirement			Outdoor common open space shall have a minimum dimension of 20 feet in two directions. In addition, a minimum 20% of outdoor common open space shall be landscaped that may count	

TABLE 2-3. RESIDENTIAL DISTRICT GENERAL DEVELOPMENT STANDARDS				
	Requirement by Zoning District (1)			
Development Feature	**RE**	**RS**	**RM**	**RH**
			toward the minimum Site Landscaping requirement.	
Landscaping	As required by SPMC 36.330 (Landscaping Standards)			
Parking	As required by SPMC 36.310 (Parking and Loading), unless such development qualifies for an exception to providing parking under provisions of State law			
Signs	As required by SPMC 36.320 (Signs)			

Notes:

(1) Altos de Monterey exceptions. The standards and requirements for development within the Altos de Monterey (AM) overlay zoning district are different from those in this table; see SPMC 36.250.030.

(2) Up to 70 dwelling units per acre allowed for properties located within the HO Overlay District. See SPMC 36.220.050.

(3) Up to 70 dwelling units per acre allowed for properties located within the HO Overlay District. See SPMC 36.220.050.

(4) As it pertains to the RM and RH Zoning District, the development standards related to open space as set forth in SPMC 36.350.190(C) (Multifamily Project Standards) shall apply in the RM and RH Zoning District, except to the extent the standard has been modified by the specific provisions in this Table 2-3.

Table 2-5 Commercial District General Development Standards.

TABLE 2-5. COMMERCIAL DISTRICT GENERAL DEVELOPMENT STANDARDS			
Development Feature	**Requirement by Zoning District**		
	CO	**CG**	**BP**
Minimum lot size	Minimum area and width for parcels proposed in new subdivisions.		
Area	10,000 sf		
Width	50 ft		
Setbacks	Minimum setbacks required. See SPMC 36.300.030 for setback measurement, allowed projections into setbacks, and exceptions to setbacks.		
Front	~~25 ft on Fremont St. between the 110 freeway~~	None required	None required ~~25 ft~~

TABLE 2-5. COMMERCIAL DISTRICT GENERAL DEVELOPMENT STANDARDS			
Development Feature	**Requirement by Zoning District**		
	CO	**CG**	**BP**
	~~and Monterey Rd., 20 ft required otherwise.~~ 10 ft		
Sides, each	4 ft; An additional 1 ft. setback shall be provided for each story above the second story. (3 story building = 5 ft. 4 story building = 6 ft, etc.)	None required	None required
~~Sides, each~~	~~15 ft if adjacent to an RS district; none required otherwise.~~		
Street side	None required		None required
~~Rear~~	~~None, except if adjacent to an alley 5 ft, or if adjacent to a RS district 25 ft~~		~~None required~~
Rear	None, except if adjacent to an alley 5 ft, or if adjacent to a RS district 25 ft	None required	None required
Lot Coverage	Maximum percentage of total lot area that may be covered by structures		
	No maximum		50%
Height limit	Maximum allowable height of structures. See SPMC 36.300.040 (Height Limits and Exceptions) for height measurement requirements		
Maximum height	35 ft		
Landscaping	As required by SPMC 36.330 (Landscaping Standards)		
Parking	As required by SPMC 36.310 (Parking and Loading)		
Signs	As required by SPMC 36.320 (Signs)		

Table 2-6 Mixed Use Overlay District Development Standards.

TABLE 2-6. MIXED USE OVERLAY DISTRICT DEVELOPMENT STANDARDS		
Development Feature	**Requirement**	**Notes**
DEVELOPMENT INTENSITY		
Minimum Size or Area	20,000 sf	Minimum area for parcels proposed for new subdivisions.
Minimum Lot Frontage	80 ft	Minimum width for parcels proposed for new subdivisions.
Density Range for Residential	52 to 70 du/ac	
Maximum Lot Coverage	70%	
Minimum Residential Unit Size	~~Studio—450 sf~~ ~~One-bedroom—750 sf~~ ~~Two-bedroom—900 sf~~	
NONRESIDENTIAL USES		
Location	Nonresidential uses are required along the street frontage in the areas described in the General Plan for development within a Corridor, District, or Neighborhood Centers.	
BUILDING HEIGHT AND FORM		
Maximum Height	60 feet. (See, SPMC 36.300.040.A ~~45 ft~~	Nonhabitable building features such as chimneys, cupolas, flagpoles, monuments, steeples, pitched roofs, ~~roof screens,~~ screened equipment, roof access stairs, elevator rooms and shafts, elevator overruns and similar structures or projections shall be contained within the height limit as set forth in 36.300.040.A. ~~covering no more than 10% of the top floor roof area may exceed the maximum height by up to 8 ft.~~
Maximum Stories	~~4~~	
Maximum Floor Area by Story	~~Up through second story—100%~~ ~~Third story—90%~~ ~~Fourth story—80%~~	~~The standard refers to the percentage relative to the ground floor building footprint area~~
Maximum Façade Length ~~Building Length~~	~~150 ft~~ 100 ft	A minimum building break of 10 feet wide by 10 feet deep is

TABLE 2-6. MIXED USE OVERLAY DISTRICT DEVELOPMENT STANDARDS		
Development Feature	**Requirement**	**Notes**
		required so as to prevent façade lengths longer than 100 feet.
BUILDING RELATIONSHIP TO STREET		
Minimum Building Frontage	60%	
Maximum Elevation of Building Entry Above the Street/Sidewalk Level and Maximum Recess Below the Street/Sidewalk Level	2 ft	Entries into individual residential units may be located up to 4 feet above the street/sidewalk level
Minimum Ground Floor Height	12 ft	
NONRESIDENTIAL USE GROUND FLOOR BUILDING DESIGN		
Maximum Blank Wall Length	25 ft	
Minimum Glazing	50%	
Minimum Tenant Space Width	25 ft	
Minimum Number of Entries	1 per 100 lineal ft	
Minimum Wall Plane Articulation	To/from window/door—minimum 6 inches To/from column/other feature—minimum 18 inches	Windows, door, columns, and other features shall be recessed or project forward to provide the respective minimum differential from the wall plane
Signs	As required by SPMC 36.320 (Signs)	
SETBACKS FOR NONRESIDENTIAL		
Front—Ground Floor	Per the underlying zoning district	~~May be increased to 15 ft where outdoor uses or small plazas are provided directly in front of the nonresidential use~~
Side—Ground Floor	Per the underlying zoning district	
Rear	~~Per the underlying zoning district~~ 15 ft	
SETBACKS FOR RESIDENTIAL		
Front—Ground Floor	5 ft in CG District 7.5 ft in other than CG District ~~20 ft minimum~~	
Side	4 ft; An additional 1 ft. setback shall be provided for each story	~~For any property adjacent to an RE or RS district, the~~

TABLE 2-6. MIXED USE OVERLAY DISTRICT DEVELOPMENT STANDARDS		
Development Feature	**Requirement**	**Notes**
	above the second story. (i.e. 3 story building = 5 ft; 4 story building = 6 ft, etc.). ~~10 ft minimum for first two floors~~ ~~15 ft minimum from property line for third floor and above~~	~~minimum setback for the first and second stories shall be 20 ft, and any story above the second story shall be set back a minimum distance of 25 ft from the property line.~~
Rear	10 ft; or 5 ft abutting an alley ~~20 ft minimum for first two floors~~ ~~25 ft minimum for third floor and above~~	~~For any property adjacent to an RE or RS district, the minimum setback for the first and second stories shall be 30 ft, and any story above the second story shall be set back a minimum distance of 35 ft from the property line.~~
~~**SETBACKS—GENERAL**~~		
~~Setback From Access Driveway~~	~~5 ft minimum~~	
~~Distance Between Buildings~~	~~As required by the Fire Code, but in no instance less than 10 ft~~	
PARKING, LOCATION AND DESIGN (1)		
Site Access/Driveway Location	The location of site access/driveways shall be prioritized as follows: (1) From an alleyway, (2) From a side street, or (3) If the previous two locations are infeasible as determined by the Director, then access from the front shall be limited to a maximum 24-ft wide driveway.	
Location of Parking Spaces/Areas	The location of parking spaces/areas shall be limited as follows: (1) Located to the rear of the building on the ground level or underground, and (2) Shall not be located above the ground level or within 30 feet of ~~within~~ the front or side street property line ~~setback areas.~~, and (3) Parking may be placed	

TABLE 2-6. MIXED USE OVERLAY DISTRICT DEVELOPMENT STANDARDS		
Development Feature	**Requirement**	**Notes**
	within setback areas below grade.	
Number of Spaces for Nonresidential Uses	As required by SPMC 36.310 (Parking and Loading)	Shared parking or a reduction in parking subject to approval of a parking study—SPMC 36.310.060. Within one-half mile of a high-quality transit station, no parking minimums shall apply for any use except for hotels, motels, bed and breakfast inns, and similar transient lodging facilities per Government Code Section 65863.2.
Number of Spaces for Residential Uses	Studio—0.50 space One-bedroom—1 space Two-bedroom—1.5 ~~2~~ spaces Guest Space—not required ~~0.25 per unit~~	~~Guest spaces are not required if nonresidential spaces are available during non-operational hours.~~ Parking is reduced, not required, for qualifying development projects within one-half mile of a major transit stop ~~high-quality transit station,~~ as defined in Government Code Section 65863.2.
Design of Surface or Structure Parking	As required by SPMC 36.310 (Parking and Loading)	Unless modified by standards herein
LANDSCAPING AND OPEN SPACE		
Minimum Site Landscaping	20%	~~Exclusive of areas on the site providing useable open space for residential uses. Improved rooftop areas can be counted toward open space.~~
Minimum Driveway and Parking Area Side Landscaping	5 ft	
Minimum Total Combined Useable Open Space per Residential Unit (Common and Private Combined)	~~300 sf/du~~ 150 sf/du	Improved rooftop open space, balconies, and indoor common spaces can be counted toward usable open space.

TABLE 2-6. MIXED USE OVERLAY DISTRICT DEVELOPMENT STANDARDS		
Development Feature	**Requirement**	**Notes**
Common Open Space Requirements	1,000 sf area minimum 25 ft minimum depth and width 50% minimum of the "Minimum Total Combined Useable Open Space" requirement above; 1,000 sf minimum; a minimum of 20 feet in two directions.	Up to 25% of the required common open space may be indoor common open space such as fitness rooms, resident lounges and similar or typical facilities. Mail rooms and leasing offices and associated areas do not count towards the required common open space. A minimum of 20% of outdoor common open space shall be landscaped with pervious plant materials that are permanently maintained and irrigated and may count toward the minimum Site Landscaping requirement. Outdoor open space shall comply with SPMC Section 36.180.D.1 (General Landscape Standards)
Private Open Space Requirements	Less than 50% of the total required open space. Private Open Space shall be 8 ft in width and 6ft in depth to count towards the area requirements ~~No private open space is required for individual units.~~	~~If~~ ~~i~~ Individual balconies, ground floor patios, porches, or similar private open space ~~are~~ may be provided to meet the area requirements, ~~for a residential unit, such area shall have minimum dimensions of 6 ft width and 4 ft depth.~~
Notes: (1) Guest parking spaces shall be clearly marked for guest parking only and are encouraged to be evenly dispersed throughout the development site. Signs shall be provided at appropriate locations to direct visitors to guest parking locations		

36.240.030 Special Purpose District Land Uses and Permit Requirements.

A. CF and OS Districts. Table 2-7 identifies the uses of land allowed by this Zoning Code in each special purpose zoning district, and the zoning approval required to establish each use, in compliance with SPMC 36.210.030 (Allowable Land Uses and Permit Requirements).

Note: where the last column in the tables ("Specific Use Regulations") includes a section number, the regulations in the referenced section apply to the use; however, provisions in other sections of this Zoning Code may also apply.

B. DTSP District. Land uses in the DTSP zoning district are as permitted in the Downtown Specific Plan.

C. HFSP District. Land uses in the HFSP zoning district are as permitted in the Holy Family Specific Plan.

D. CF-50 District.

1. Purpose. The CF-50 District is intended to provide opportunities for higher intensity multi-family housing on religious congregation or private school sites that are larger than two acres and designated CF-50.

2. Applicability. The CF-50 District shall consist of those parcels designated CF-50 on the City's Zoning Map.

3. Allowable Density and Height. Maximum 50 dwelling units per acre with a maximum height of up to 50 feet.

4. Allowable land uses and development standards. Allowable land uses shall be as in the CF District, except that multi-family residential development is permitted. Multi-family residential uses shall be subject to the Mixed Use Overlay District Development Standard of SPMC 36.230.050(D) and Table 2-6, except for the maximum height limit.

Table 2-7 Allowed uses and Permit Requirements for Special Purpose Zoning Districts.

TABLE 2-7. ALLOWED USES AND PERMIT REQUIREMENTS FOR SPECIAL PURPOSE ZONING DISTRICTS	P	Permitted Use	
	CUP	Conditional Use Permit required	
	AUP	Administrative Use Permit required	
	—	Use not allowed	
	PERMIT REQUIRED BY DISTRICT		**Specific Use Regulations**
LAND USE (1)	**CF (2) (3)**	**OS**	
AGRICULTURE & OPEN SPACE USES			
Community gardens	CUP	CUP	36.350.230
Hiking trails	—	P	

TABLE 2-7. ALLOWED USES AND PERMIT REQUIREMENTS FOR SPECIAL PURPOSE ZONING DISTRICTS	P	Permitted Use	
	CUP	Conditional Use Permit required	
	AUP	Administrative Use Permit required	
	—	Use not allowed	
	PERMIT REQUIRED BY DISTRICT		**Specific Use Regulations**
LAND USE (1)	**CF (2) (3)**	**OS**	
Nature preserves and accessory uses (e.g., interpretive centers)	—	P	
RECREATION, EDUCATION & PUBLIC ASSEMBLY USES			
Community centers	P	AUP	
Equestrian facilities	—	AUP	
Libraries, museums, galleries	P	—	
Schools, private	AUP	—	
Outdoor recreational facilities	P	AUP	
Parks and playgrounds	P	AUP	
Religious institutions	CUP	—	
SERVICES			
Medical services – Hospitals	CUP	—	
TRANSPORTATION & COMMUNICATIONS			
Parking facilities/vehicle storage	CUP	—	
Telecommunications facilities	CUP	CUP	36.350.210

Notes:

(1) See Article 7 for land use definitions.

(2) Residential development with a density between 20 and 30 dwelling units per acre is allowed on Assessor Parcel No. 5314-003-083 pursuant to the 2021-2029 (6th Cycle) Housing Element. Any project on this parcel that includes at least 20 percent of the residential units reserved for lower income households shall (a) be processed through a ministerial approval process, (b) qualify for priority processing as compared to other projects processed by the Community Development Department, and (c) be exempt from and not subject to the Public Art Program and Public Art Development requirements of SPMC 36.390 and 36.395.

(3) See also, 36.240.030(D) pertaining to the CF-50 District.

36.250.050 Housing Opportunity (HO) Overlay District.

A. Purpose. The HO Overlay District is intended to implement the City's goals and objectives for higher intensity development in the RM and RH zones along certain corridors, consistent with the City's housing element ~~as adopted on May 30, 2023.~~

B. Applicability. The HO Overlay District shall be applied on the Zoning Map to the areas shown as Housing Opportunity Overlay on the Land Use Map of the General Plan.

C. Allowable density. Maximum of 70 dwelling units per acre.

D. Maximum height. The maximum height is 60 feet, (See, SPMC 36.300.040.A)

E~~D~~. Allowable land uses and development standards. New land uses shall comply with all applicable requirements in Division 36.220 (Residential Zoning Districts) consistent with the Planning Designations outlined in the General Plan. The Residential Only standards found in Table 2-6 (Mixed Use Overlay District Development Standards) of SPMC 36.230.050(D) shall apply to multifamily residential development located within the HO Overlay District.

Table 3-1. Allowed Projections Into the Setbacks

TABLE 3-1. ALLOWED PROJECTIONS INTO SETBACKS			
Projecting Feature	Allowed Projection into Specified Setback		
	Front	Side	Rear
Sills, cornices, roof overhang or eaves	No closer than 30 inches to a lot line; provided, that the lowest edge of the feature is at least eight feet above ground level.		
Chimney, bay window, greenhouse window	24 inches for no more than 10% of the length of the building wall from which it projects, or a maximum length of 10 feet, whichever is less; but no closer than 30 inches to a side lot line.		
Stoops, ~~B~~balconies~~y~~, deck, or porch, which may be roofed but is otherwise unenclosed~~;~~ ~~stoops~~	~~0 feet~~ 8 feet, but no closer than 30 inches to a lot line.	36 inches for a deck if its walking surface is 30 inches or less above grade. 36 inches for another projecting feature if it extends along no more than 10% of the length of the building wall from which it projects, or a maximum length of 10 feet, whichever is less. In no case shall a feature project closer than 30 inches to a side lot line.	8 feet ~~For stoops, 8 feet, but no closer than 30 inches to a lot line.~~
Uncovered steps or landings up to 36 inches in height	36 inches in width, up to 10 feet in length.		

TABLE 3-1. ALLOWED PROJECTIONS INTO SETBACKS			
Projecting Feature	Allowed Projection into Specified Setback		
	Front	Side	Rear
Miscellaneous equipment attached to the structure	24 inches. Attached equipment shall not be located less than three feet to any lot line and shall not be located in the front yard setback.		
Note: Air conditioning (HVAC) units may be permitted if located outside the front setback, and may be located in the side yard setback provided the equipment is not located closer than three feet to any lot line. Such equipment shall be fully screened when it is located in a street side yard. HVAC equipment located on rooftops in single-family residential districts (RE, AM and RS zones) shall require approval by the Planning Commission Chair.			

36.300.040 Height Limits and Exceptions.

Each structure shall comply with the height limits of this section, except for fences and walls, which are instead subject to the provisions of SPMC 36.300.050 (Walls, Fences and Hedges).

A. Maximum height of structures. No structure shall exceed the height limit established by the applicable zoning district in Article 2 (Zoning Districts, Allowable Land Uses, and Zone-Specific Standards). Notwithstanding, in the Mixed Use Overlay, HO Overlay and DTSP zone districts, with the exception of properties within the National Register Historic District, up to 30% of the building footprint may exceed the height limit by no more than 10 feet, provided that the amount of building footprint that exceeds the height limit is matched by an equal amount of footprint that is at least 5 feet below the height limit. All roofed portions of the building, including overhangs, porches, and galleries shall be included. In the case a flat roof is proposed that includes a parapet perimeter wall, the height of that entire roof area shall be measured to the top of the parapet wall.

B. Height measurement. The maximum allowable height shall be measured as the vertical distance from the existing grade of the site to an imaginary plane located the allowed number of feet above and parallel to the grade. See Figure 3-4. “Existing grade” shall be established by the Director, consistent with parcels in the immediate vicinity, and shall not be, nor have been artificially raised to gain additional building height.

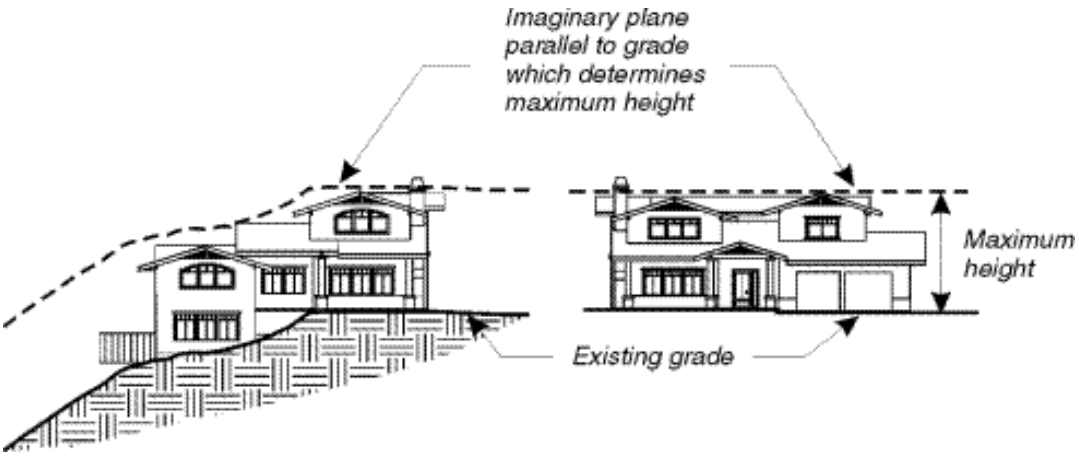


Figure 3-4. Height Measurement

C. Height limitations at intersections/sight visibility. A structure or landscaping, excluding existing trees, shall not exceed a height of 36 inches in areas where vehicular or pedestrian traffic lines of sight may be impacted, as established by the Public Works Director. Planting of parkway trees shall be in compliance with SPMC 31.48(d)(2).

36.310.040 Number of Parking Spaces Required.

TABLE 3-6. PARKING REQUIREMENTS BY LAND USE	
Land Use Type:	**Number of Parking Spaces Required***
Manufacturing, Processing, and Warehousing	
General manufacturing, industrial, and processing uses	2.5 spaces for each 1,000 sf.
Recycling facilities	6 spaces for large collection facilities; as determined by Conditional Use Permit approval for other facilities.
Research and development, offices and laboratories	3 spaces for each 1,000 sf.
Warehouses, distribution centers, and storage facilities	2 spaces for each 1,000 sf.
Recreation, Education, and Public Assembly	
Child day care facilities	
Child day care center	1 space per employee, plus 1 space per 5 children.
Large family day care home	1 space per employee, in addition to required residential spaces.
Small family day care home	As required for the single-family dwelling (see the parking requirements for residential uses).

TABLE 3-6. PARKING REQUIREMENTS BY LAND USE	
Land Use Type:	**Number of Parking Spaces Required***
Commercial recreation activities: Ball courts, outdoor or indoor	3 spaces for each court, plus 4 spaces for each 1,000 sf of floor area for each additional use.
Indoor recreation/fitness centers	
Arcades	4 spaces for each 1,000 sf.
Bowling alleys	3 spaces for each lane.
Health/fitness clubs	4 spaces for each 1,000 sf plus 1 space for each employee.
Pool and billiard rooms	2 spaces for each table, plus required space for each additional use (e.g., restaurant, bar).
Skating rinks	10 spaces for each 1,000 sf of skating area.
Libraries, museums, art galleries	2 spaces for each 1,000 sf.
Recreation, Education, and Public Assembly (cont'd)	
Outdoor Recreation Facilities Golf course Miniature golf Driving range Equestrian facilities	Parking spaces determined per parking plan approved by review authority.
Public assembly uses (e.g., religious facilities, cinemas, performance theaters, meeting halls, and membership organizations)	1 space for each 4 fixed seats (see SPMC 36.310.040(F) for instructions on how to calculate bench or bleacher seating), and 1 space for every 40 sf of gross assembly area, classrooms, meeting rooms, etc., exclusive of areas of fixed seats and their access aisles. For day care facilities in conjunction with a public assembly use, see the parking requirement for "child day care facilities."
Schools (private)	
Elementary, junior high/middle school	1.5 spaces for each classroom, plus 5 spaces for each 1,000 sf of assembly area in an auditorium.
High school	1 space for each 5 students plus 1 space for each employee.
Specialized education and training schools	5 spaces for each 1,000 sf.
Private colleges and universities	5 spaces for each 1,000 sf.
Special needs educational and training facilities	As determined by the review authority based on a parking study by a professional traffic engineer or qualified parking consultant.
Studio for dance, art, etc.	5 spaces for each 1,000 sf.
Residential Uses (1)	
Accessory dwelling unit	See SPMC 36.350.200(H).

TABLE 3-6. PARKING REQUIREMENTS BY LAND USE	
Land Use Type:	**Number of Parking Spaces Required***
Duplex	4 spaces within a garage or carport, plus 1 guest space. (3)
Live/work unit	2 spaces for each 1,000 sf of combined floor area.
Mixed-use development	As required for each individual land use.
Multifamily dwelling, condominiums and other attached dwellings	Studio - 0.50 space 1 bedroom - 1 space 2 or more bedrooms - 1.5 spaces Guest spaces - not required (1)(3) ~~1 bedroom unit—1 space;~~ ~~2 bedrooms and/or greater—2 spaces within a garage or carport for each unit, plus 1 guest space per each 2 units. (1), (3)~~
Organizational house	1 space for each bed.
Residential Uses (cont'd)	
Senior citizen residential	
Assisted living and group homes	0.5 space for each residential unit, plus 1 space for each 4 units for guests and employees.
Independent living	1 covered space for each unit, plus 1 uncovered guest parking space for each 10 units.
Single-family housing	2 covered spaces. (2), (3), (4)
Retail Trade	
Appliances, building materials, furniture, and hardware stores	2 spaces for each 1,000 sf.
Automobile, mobile home, vehicle, machinery and parts sales	1 space for each 1,000 sf, including outdoor display area.
Bars/nightclubs/dancing establishments	1 space for each 30 sf of dance floor area; 1 space for each 100 sf of bar/nightclub area.
Convenience stores	4 spaces for each 1,000 sf.
Gas stations (including multi-use stations)	2 spaces for each 1,000 sf plus 3 spaces for each service bay.
Grocery stores	4 spaces for each 1,000 sf.
Multi-tenant retail site or building (2 or more uses)	4 spaces for each 1,000 sf.
Restaurant—Not part of multi-tenant retail site or building	
New use occupying new space more than 1,200 sf.	10 spaces for each 1,000 sf.

TABLE 3-6. PARKING REQUIREMENTS BY LAND USE	
Land Use Type:	**Number of Parking Spaces Required***
New use occupying existing space of 1,200 sf or less.	No new parking required.
Outdoor dining	No parking required.
Take-out with customer tables	20 spaces for each 1,000 sf.
Take-out service only (e.g., delicatessens)	4 spaces for each 1,000 sf.
Restaurant—Within multi-tenant retail site or building	See requirement for "Multi-tenant retail site or building."
Retail sales and services	1 space for each 500 sf.
Services	
Banks and financial services	4 spaces for each 1,000 sf of financial customer service area, plus 3 spaces per 1,000 sf of office space.
Services (cont'd)	
Bed and breakfast inns	1 space for each guest room, and 1 space for each 2 employees, plus 2 parking spaces for the residents.
Copy and reproduction centers	2 spaces for each 1,000 sf.
Consumer products—repair and maintenance	4 spaces for each 1,000 sf.
Equipment rental	1 space for each 300 sf of floor area, plus 1 space for each 1,500 sf of outdoor use area.
Hotels and motels	1 space for each guest room, and 1.5 spaces for each multi-room suite; plus 1 space for each 20 guest rooms and 10 spaces for each 1,000 sf of conference meeting room area.
Kennels and animal boarding	1 space for each 1,000 sf.
Laundromats	4 spaces for each 1,000 sf.
Medical services	
Clinics, medical/dental offices	4 spaces for each 1,000 sf.
In-patient drug treatment facilities	1 space for each 3 beds, plus 1 for each employee.
Hospitals	1 space for each patient bed, plus 2 for each 1,000 sf of office area, plus required spaces for ancillary uses as determined by the review authority.
Medical/dental labs	3 spaces for each 1,000 sf.
Mortuary	1 space for each 4 fixed seats (see subsection (F) of this section for instructions on how to calculate bench seating), and 1 space for each 40 sf of gross public assembly area.

TABLE 3-6. PARKING REQUIREMENTS BY LAND USE	
Land Use Type:	**Number of Parking Spaces Required***
Offices, administrative, corporate	3 spaces for each 1,000 sf.
Personal services	8 spaces for each 1,000 sf.
Vehicle repair and maintenance	
Repair garage	2 spaces for each 1,000 sf.
Self-service vehicle washing	3 spaces for each washing stall.
Full-service vehicle washing	2 spaces for each 3 employees on largest shift, plus 4 spaces for each 1,000 sf of store/lounge area, with a minimum of 3 spaces.
Veterinary clinics and hospitals	3 spaces for each 1,000 sf, plus 1 space for each 1,000 sf of boarding area.
Transportation and Communications	
Truck and freight terminals	1 space for each 400 sf of freight area, plus 1 space for each 100 sf of office/lobby area.

Notes:

(1) Guest parking spaces shall be clearly marked for guest parking only and ~~shall~~ are encouraged to be evenly dispersed throughout the development site. Signs shall be provided at appropriate locations to direct visitors to guest parking locations.

(2) On a lot requiring a Hillside Development Permit, a minimum of three spaces shall be provided, with two covered. The Planning Commission may authorize one of the three spaces to be in tandem. One additional space shall be provided for each 1,000 square feet of floor area or fraction thereof above 3,000 square feet.

(3) The requirement of two covered spaces may be waived by the Director for the alteration of a residential unit that is listed on the City's Cultural Heritage Inventory as defined by SPMC 2.64, provided the circumstances listed under SPMC 36.360.090(F)(1) apply.

(4) The City shall maintain compliance with Government Code Section 65863.3 regarding single-family residential parking.

* The actual parking requirements for all uses subject to a Conditional Use Permit (CUP) or Administrative Use Permit (AUP) (refer to SPMC 36.230, Table 2-4 Commercial Zoning Districts—Allowed Uses and Permit Requirements for Commercial and Business Park Districts) are reviewed on a case-by-case basis via the CUP/AUP entitlement process. The listed parking requirements are the minimum; the CUP/AUP process may determine that additional parking is required. Reductions in required parking can only be approved via the variance process (SPMC 36.410.080) and, per the 1983 Initiative, variances for parking are limited to a maximum of five percent of the required number of spaces.

36.310.080 Parking Design Standards.

A. Location of parking areas. Required off-street parking shall be located on the same parcel as the uses served or on a contiguous parcel, or within 400 feet of the proposed use it is intended to serve. When a proposed off-street parking spaces are provided on a separate parcel from the

use, a recorded covenant running with the land, recorded by the owner of the parking lot, guaranteeing that the required parking will be maintained exclusively for the use or activity served for the duration of the use or activity approved in a form acceptable to the City Attorney.

B. Access to parking areas and parking spaces.

1. Access to parking lots. Parking lots shall be designed to prevent access at any point other than at designated access drives.

2. Parking space location. Parking spaces shall not be located within 10 feet of an access driveway, measured from the property line. See Figure 3-17.

Figure 3-17. Queuing Area

3. Internal maneuvering area. Parking areas shall provide suitable maneuvering room so that vehicles enter the street in a forward direction, except for single-family homes and duplexes.

C. Access to adjacent sites. Applicants for nonresidential developments are encouraged to provide shared vehicle and pedestrian access to adjacent nonresidential properties for convenience, safety and efficient circulation. A joint access agreement guaranteeing the continued availability of the shared access between the properties and running with the land shall be recorded by the owners of the abutting properties, as approved by the Director.

D. Parking space and lot dimensions.

1. Parking spaces.

a. Residential spaces. Parking spaces within carports and garages shall have minimum interior dimensions of 20 feet in length by 10 feet in width for each vehicle.

b. Tandem parking spaces. Tandem parking spaces shall be a minimum 35 feet in length by 8.5 ~~10~~ feet in width, and a maximum of 42 feet in length and 12 feet in width.

(1) Within multi-family districts, tandem parking spaces may be assigned to a single unit, and may count toward the requirement for covered spaces, but may not count as a guest space.

(2) Within single-family districts, tandem parking may count toward the requirement for covered spaces with the approval of an Administrative Use Permit where property is developed with a single-family home, where current parking requirements are not met, and there is no space available for the required standard size garage (20' x 20'). In determining whether it is impractical or unfeasible to provide a standard size garage (20' x 20'), the Director shall consider if such required parking will result in an inefficient site plan, a development pattern that is inconsistent with surrounding development, or the loss of the property's only available private outdoor living area, and whether the following conditions exist:

a. The property is substandard in size, less than 10,000 square feet,

b. The property is substandard in width, less than 50 feet wide, or

c. The property contains the following features:

i. protected heritage trees,

ii. a home listed on the City's Inventory of Historic Resources, or

iii. physical features that would make it impractical or unfeasible to provide the standard size garage.

(3) Within non-residential districts, tandem parking may be provided for all of the required parking spaces where authorized through Parking Use Permit approval, provided an attendant is on duty during the hours of parking lot operation.

2. Parking lot aisles. Drive aisles within parking areas shall be designed and constructed in compliance with the following standards.

a. Aisle width. Parking area aisles shall comply with the minimum dimensional requirements in Table 3-7.

b. Visibility. Drive aisles shall be designed and located so that adequate visibility is ensured for pedestrians, bicyclists, and motorists when entering individual parking spaces, circulating within a parking facility, and entering or leaving a parking facility.

TABLE 3-7. PARKING SPACE AND DRIVE AISLE DIMENSIONS

Angle of Parking	Minimum Dimensions		
	Parking Space Depth	Parking Space Width	Aisle Width (1)
0 degrees -- Parallel parking ~~(e.g. tandem or parallel parking)~~	24 ft	8.5 ft ~~8.6 ft~~ (2) (3)	12 ft
0 degrees --Tandem parking	35 ft	8.5 ft	24 ft
30 to 45 degrees	19 ft	8.5 ft ~~9 ft~~ (2) (3)	13 ft
46 to 60 degrees	21 ft	8.5 ft ~~9 ft~~ (2) (3)	18 ft
61 to 90 degrees	18 ft (4)	8.5 ft ~~9 ft~~ (2) (3)	24 ft

Notes:

(1) The Director may require greater aisle widths where slopes or other obstructions are encountered.

(2) Each parking space that is adjoined on either side of its longer dimension by a fence, wall, partition, column, post, or similar obstruction, and the obstruction is located less than 14 feet from the access aisle measured along the length of the stall, shall have its minimum width increased by at least 10 inches on the side of the obstruction. Exception: The 10-inch increase is not required if columns or posts are set back 18 inches from the drive aisle.

(3) The width can be 7.5 ft for all spaces exceeding one space per residential unit and 25% max of the provided non-residential spaces.

(4) The depth can be 15 ft for all spaces exceeding one space per residential unit and 25% max of the provided non-residential spaces.

E. Curbing and wheel stops.

1. Curbing. Continuous concrete curbing at least six inches high and six inches wide shall be provided along the edges of parking spaces adjacent to fences, walls, other structures, and landscaping.

a. Alternative barrier designs may be approved by the Director.

b. Parking spaces adjacent to landscaped areas or other obstructions shall incorporate an additional curbing width of 12 inches (for a total of 18 inches) to provide a place to stand while exiting and entering vehicles.

c. Curbing shall be placed within the parking space a minimum of two feet from the front of the space.

2. Wheel stops. Wheel stops other than continuous concrete curbing shall be prohibited except in work areas, and parking areas not open to the public.

3. Bumper overhang. To increase the parking lot landscaped area, a maximum of two feet of the parking stall depth may be landscaped with low-growth, hearty materials in lieu of paving, allowing a two-foot bumper overhang while maintaining the required parking dimensions.

F. Directional arrows and signs.

1. Parking spaces, aisles, approach lanes and maneuvering areas shall be clearly marked with directional arrows and lines to ensure the safe and efficient flow of vehicles.

2. The Director may require the installation of traffic signs in addition to directional arrows to ensure the safe and efficient flow of vehicles in a parking facility.

G. Grades of driveways and parking areas. The grades of driveways and parking areas shall comply with the standards in Municipal Code Section 31.35, and the following requirements.

1. Driveways. Driveways shall not exceed a maximum grade of 15 percent measured along the driveway centerline. Where there is a change in the slope of the driveway, it shall be demonstrated that vehicles will be able to pass over the change in slope without interference with an average vehicle's undercarriage.

2. Parking areas. Parking areas shall have a maximum grade of 6.6 percent ~~seven percent~~, measured in any direction.

H. Landscaping. Parking area landscaping shall be provided in compliance with Division 36.330 (Landscaping Standards).

I. Lighting. Parking areas within non-residential areas shall have lighting that provides adequate illumination for security and safety. Lighting standards shall be energy-efficient and in scale with the height and use of the on-site structures, and shall not exceed a maximum height of 16 feet. All illumination, including security lighting, shall be directed downward, away from adjacent properties and public rights-of-way. Lighting location shall take into account the location and expected mature characteristics of on-site landscape materials.

~~J. Residential guest parking. Guest parking for multi-family residential uses shall be designated and restricted for the exclusive use of the guests with appropriate signs and pavement marking~~s.

J ~~K~~. Striping and identification. Parking spaces shall be clearly outlined with four-inch wide lines painted on the surface of the parking facility. Circulation aisles, approach lanes, and turning areas shall be clearly marked with directional arrows and lines to ensure safe traffic movement.

K~~L~~. Surfacing. Parking spaces, driveways, and maneuvering areas shall be paved and permanently maintained.

36.350.190 Residential Uses—Multi-family Project Standards.

A. Purpose. The provisions of this Section are intended to:

1. Provide multi-family project residents with adequate private and common open space;

2. Encourage multi-family projects to incorporate courtyard open space design; and

3. Parking shall not be placed ~~Discourage on site parking~~ along the front building elevation or adjacent to the street so that buildings, rather than parking lots or garages, address the street and public view.

B. Applicability. These provisions apply to new or remodeled multi-family projects (50 percent or more of building area remodeled).

C. Open space requirements. All multi-family residential projects~~ except duplexes~~ shall provide permanently maintained outdoor open space for~~ each~~ dwelling unit~~s~~ (private space), and for all residents (common space).

1. Area required. ~~Private open space shall be provided at a ratio of 200 square feet per dwelling unit. Common open space shall be provided based on the size of the project, as follows.~~

~~TABLE 3-11. MULTI-FAMILY COMMON OPEN SPACE~~		
~~Project size~~	~~Common Open Space Required~~	~~Private Open Space Required~~
~~3 to 4 units~~	~~200 sf~~	~~200 sf per unit~~
~~5 to 10 units~~	~~500 sf~~	
~~11 to 30 units~~	~~1,000 sf~~	
~~31 and more units~~	~~2,000 sf~~	

Refer to Table 2-3 and Table 2-6 for Common and Private Open Space requirements.

2. Configuration of open space.

a. Location on site. Required open space areas:

(1) Shall be located adjacent to the primary entrance;

(2) Shall be provided as continuous, usable site elements, which shall not include setback areas but may be contiguous to required setbacks; and

(3) Private open space shall be at the same level as, and immediately accessible from, a kitchen, dining room, family room, master bedroom, or living room within the unit. Variations from these dimensional and locational standards may be allowed where it can be shown that the required private open space meets the intent and

purpose of this Section. Provision of private open space shall not reduce the common open space requirements of this Section.

~~b. Dimensions. All open space areas shall be of sufficient size to be usable by residents.~~

~~(1) Private open space areas shall have a minimum dimension of eight feet on any side, and a configuration that would accommodate a rectangle of at least 100 square feet.~~

~~(2) Common open space areas shall have a minimum dimension of 20 feet on any side.~~

b ~~c.~~ Elevation. A minimum of 60 percent of the required common open space shall be located at grade or the level of the first habitable floor.

c ~~d~~. Uncovered areas required. At least 33 percent of the perimeter of the private open space of each unit, or 100 percent of the roof of the open space of each unit, shall be open to the outdoors. Reference to this requirement shall be included in the Covenants, Conditions, and Restrictions of any common interest development.

3. Allowed uses. Required common open space:

a. Shall be available for passive and active outdoor recreational purposes for the enjoyment of all residents of each multi-family project; and

b. Shall not include driveways, setbacks, public or private streets, or utility easements where the ground surface cannot be used appropriately for open space, parking spaces, or other areas primarily designed for other operational functions.

4. Maintenance and control of common open space. Required common open space shall be controlled and permanently maintained by the owner of the property or by a homeowners' association. Provisions for control and maintenance shall be included in any property covenants of common interest developments.

5. Surfacing. Open space areas shall be surfaced with any practical combination of lawn, paving, decking, concrete, or other serviceable material.

6. Landscaping. The applicant shall submit a landscape plan for approval. Landscape design, installation, and maintenance shall comply with Division 36.330 (Landscaping Standards).

7. Slope. Required open space areas shall not exceed a slope of 10 percent.

D. Facility and design requirements.

1. Accessory structures. Accessory structures and uses (e.g., car washing areas, bicycle storage, garages, laundry rooms, recreation facilities, etc.) shall incorporate a design, including materials and colors, similar to the dwelling units, and shall be located in an efficient manner in compliance with this Subsection.

2. Front façade. At least 50 percent of the front façade of all buildings fronting public streets shall be habitable space. A project shall have at least one private entry into the façade adjacent to the right-of-way, with the entry at or within five feet of the finished grade.

3. Front yard paving. No more than 45 percent of the total area of the front yard setback shall be paved for walkways, driveways, and other hardcover pavement.

4. Laundry facilities. All residential developments with five or more dwelling units shall provide common laundry facilities, except developments with facilities provided within each unit.

a. Keyed access. Laundry facilities shall be provided with keyed access for “tenants only.”

b. Location. The facilities shall be evenly dispersed throughout the multi-family project and easily accessible to all tenants.

5. Outdoor lighting. Outdoor lighting shall be installed and maintained along all vehicular access ways and major walkways, in compliance with Section 36.300.090 (Outdoor Lighting). The lighting shall be directed onto the driveways and walkways within the development and away from adjacent properties. Lighting of at least one foot candle shall also be installed and maintained within all covered and enclosed parking areas and shall be screened to minimize glare onto public sidewalks. All proposed lighting shall be shown on the required landscape plan.

6. Storage area. Each dwelling unit shall be provided a minimum of 100 cubic feet of lockable storage area with a minimum dimension of 30 inches, outside of the dwelling unit; provided that these storage areas shall not be visible from a public street.

7. Television antennas. Dwelling units shall not have exterior television antennas other than satellite dishes less than 39 inches in diameter. A single common, central antenna may be allowed, with underground cable service to all dwelling units. This restriction shall be included in any property covenants of a common interest development.

8. Solid waste recycling. Each project shall incorporate innovative designs, both interior and exterior, to make solid waste recycling more convenient and accessible to the occupants.

~~**36.375.080 Streamlined State Density Bonus Review.**~~

~~A. Purpose. For projects including on-site inclusionary units as required herein, the following design incentives process offers an alternative, streamlined State density bonus process. Design incentives are intended to encourage architectural designs that are well-conceived, thoughtfully detailed, consistent with the character of the City and compatible with the zoning district in which they are located.~~

~~B. Applicability. Design incentives may be requested for any project that provides all required inclusionary units on site and for which a density bonus is requested pursuant to SPMC 36.370, provided the site is located in:~~

~~1. Any mixed-use zoning district; or~~

~~2. Any multifamily residential district.~~

~~C. Consistent architectural design approach. To qualify for design incentives pursuant to this section, the applicant shall demonstrate that the proposed project supports a clear and consistent architectural design that includes the following:~~

~~1. Required standards. The project application shall include a narrative that explains the architectural design approach and how the project meets the following standards:~~

~~a. Stepbacks.~~

i. Front and corner building facades. A minimum 10-foot stepback above the third story, or above the second story for properties located on Mission Street, to reduce bulkiness and perceived height from street level;

ii. Side building facades. A minimum 10-foot stepback above the third story, or above the second story for properties located on Mission Street, along property lines that are adjacent to a residential district with a lower density or historic property. Notwithstanding, balconies open on at least two sides may project into the stepback area provided the balcony is at least five feet from the side property line;

iii. Rear building facades. A minimum 10-foot stepback above the third story, or above the second story for properties located on Mission Street, if the proposed building is located within 10 feet of the rear property line of a parcel that is directly adjacent to a residential district with a lower density;

iv. Stepbacks may be reduced if the size of the parcel makes the stepbacks infeasible or such stepbacks are not consistent with the surrounding context as determined by the Director.

b. Terraces and balconies on properties adjacent to a single-family residential use. For properties located adjacent to a single-family residential use, terraces and balconies facing the single-family residential use shall be prohibited above the ground level. Roof terraces shall be located toward the front of the building and at least 10 feet from the edge of the building facing the single-family residential use and shall provide an eight-foot-high sound wall along the single-family facing elevation with a 10-foot-long return on each side of the roof terrace.

c. Three-hundred-sixty-degree architectural design. The project shall have consistent design features or patterns that render it as unique with all elevations designed at the same level of architectural detail and articulation as the front elevation.

d. A signature architectural element that is described in the application. Some examples include but are not limited to: a signature element that identifies the building and relates to its location in the City; a courtyard or open space pattern is visible from the street; a prominent corner feature.

e. Ground-floor facades. Building facades shall avoid blank walls and long expanses without variation in form and design treatment as follows:

i. For mixed-use projects, the ground floor of commercial street facades shall be comprised of at least 75 percent openings in walls such as storefront windows and doors with transparent glazing. Facade variation achieved through form, materials and details is essential, with an emphasis on the ground-floor treatment experienced by pedestrians.

ii. For 100 percent residential projects, the ground floor front facade shall include direct entrances into units and articulation that indicates separate units.

2. Encouraged design features. The applicant should consider incorporating the following features as appropriate to support the request for design incentives in the project application:

a. Higher floor-to-floor height for commercial portion of mixed-use project with 16 to 18 feet considered to be desirable.

b. Higher floor-to-ceiling heights in residential units.

c. Leveraging of additional height to reduce overall site coverage and increase open space.

~~D. Design incentives. Projects that demonstrate a consistent architectural design approach per subsection (C) of this section shall be entitled to the following incentives, without requirement for feasibility studies or other analysis:~~

~~1. Height increase and height averaging. If requested in the project application, a height increase, using measurement based on height averaging, that facilitates the provision of features per subsection (C) of this section shall be approved with no further studies or analysis required as part of the submittal as follows:~~

~~a. For projects in mixed-use zoning districts on Mission Street where there is a predominance of historic resources. An increase of one additional story, with an average maximum project height not to exceed five feet above the limit of the underlying zoning district; provided, that no portion of the building may exceed 10 feet above the height limit of the underlying zoning district.~~

~~b. For projects in other mixed-use zoning districts. An increase of one additional story, with an average maximum project height not to exceed 15 feet above the limit of the underlying zoning district; provided, that no portion of the building may exceed 20 feet above the height limit of the underlying zoning district.~~

~~c. For projects in multifamily residential districts. An increase of one additional story, with a maximum average height not to exceed 10 feet above the limit of the underlying zoning district provided no portion of the building may exceed 15 feet above the height limit of the underlying zoning district.~~

~~For purposes of this incentive, nonoccupiable architectural projections, including elevator shafts and stairwells, shall be permitted to exceed the adjusted height limit as necessary to comply with building code requirements.~~

~~2. Reduced minimum unit size. Notwithstanding SPMC 36.375.070, the floor area of inclusionary units may be up to 10 percent smaller than the market rate units in the project.~~

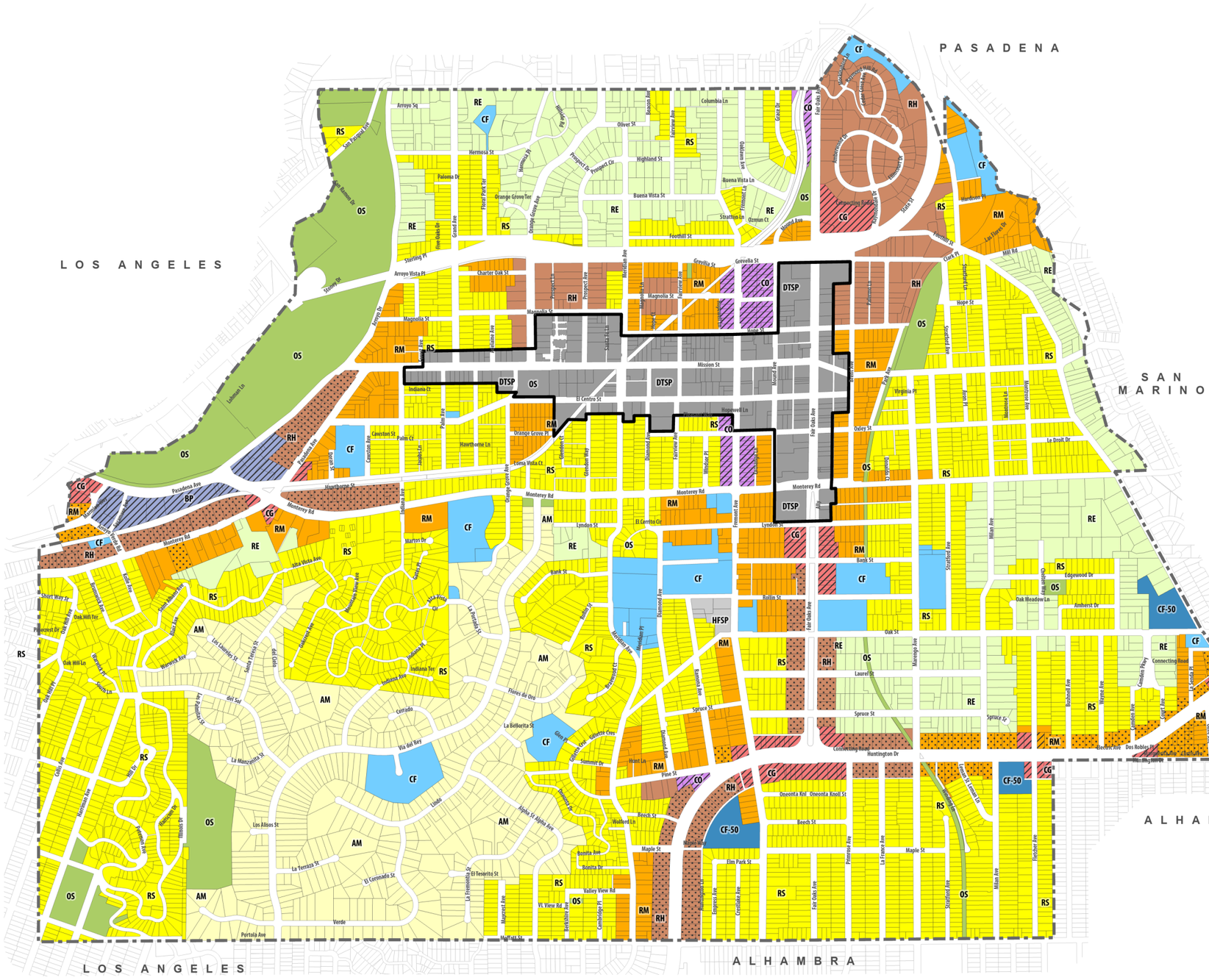
~~3. Parking reduction. The applicant may request to calculate parking for the residential portion of the property at one-half space per bedroom, with studios considered to be one-bedroom units for the purpose of this requirement. Fractional units shall be rounded up to the next whole unit.~~

EXHIBIT B

AMENDED ZONING MAP

City of SOUTH PASADENA

Zoning Map



Zoning Districts

- Residential Estate (RE)
- Altos De Monterey Residential (AM)
- Residential Low Density (RS)
- Residential Medium Density (RM)
- Residential High Density (RH)
- Commercial General (CG)
- Commercial Office (CO)
- Business Park (BP)
- Community Facilities (CF)
- Community Facilities (CF-50)
- Open Space (OS)
- Holy Family Specific Plan (HFSP)

Zoning Overlays and Specific Plans

- Housing Opportunity Overlay
- Mixed Use Overlay
- Downtown Specific Plan Boundary
- Downtown Specific Plan (DTSP)

Zoning Map adopted on August 20, 2025
Source: City of South Pasadena, 2025

0 500 1,000 2,000 3,000 Feet

Summary Table of Height and Density Recommendations

Location[1]	Current Regulations			3/26 Study Session			4/29 Staff Recommendation			6/24 PC Recommendation		
	Zone	Density	Height	Zone	Density	Height[3,4]	Zone	Density	Height[3,4]	Zone	Density	Height[4,5]
Mission St												
Mission St and Adjacent Downtown Areas, east of Orange Grove	DTSP-MUC	70 du/ac	45'	DTSP-MUC	70 du/ac	51'	DTSP-MUC	70 du/ac	60'	DTSP-MUC	70 du/ac	60'
Nat'l Register Historic District	DTSP-MUC	70 du/ac	45'	DTSP-MUC	70 du/ac	45'	DTSP-MUC	70 du/ac	60'	DTSP-MUC	50 du/ac	50'
Mission St, West of Orange Grove	DTSP-MUC	70 du/ac	45'	DTSP-MUC	50 du/ac	45'	DTSP-MUC	50 du/ac	45'	DTSP-MUC	50 du/ac	50'
Fair Oaks Ave												
Fair Oaks Ave - Downtown	DTSP-FOC	110 du/ac	45'	DTSP-FOC	90 du/ac	65'	DTSP-FOC	90 du/ac	70'	DTSP-FOC	90 du/ac	70'
Fair Oaks Ave, South of Downtown	CG w/ MU Overlay RH w/ HO Overlay	70 du/ac	45'	CG w/ MU Overlay RH w/ HO Overlay	70 du/ac	55'	CG w/ MU Overlay RH w/ HO Overlay	70 du/ac	60'	CG w/ MU Overlay RH w/ HO Overlay	70 du/ac	60'
Huntington Dr												
Huntington Drive, Neighborhood Centers	CG, CO w/ MU Overlay	70 du/ac	45'	CG, CO w/ MU Overlay	70 du/ac	55'	CG, CO w/ MU Overlay	70 du/ac	60'	CG, CO w/ MU Overlay	70 du/ac	60'
Huntington Drive, West of Marengo Av.	RH w/ HO Overlay	70 du/ac	45'	RH	45 du/ac	45'	RH w/ HO Overlay	70 du/ac	60'	RH w/ HO Overlay	70 du/ac	60'
Huntington Drive, East of Marengo Av.	RM w/ HO Overlay	70 du/ac	45'	RM	30 du/ac	45'	RM	30 du/ac	45'	RM w/ HO Overlay	70 du/ac	60'
Large Congregational/Private School Sites on/near Huntington Drive	CF	0 du/ac	No max	CF	0 du/ac	No max	CF	0 du/ac	No max	CF-50	50 du/ac	50'
Ostrich Farm & Western Areas												
Ostrich Farm (Pasadena Ave.)	CG, BP w/ MU Overlay	70 du/ac	45'	CG, BP w/ MU Overlay	70 du/ac	55'	CG, BP w/ MU Overlay	70 du/ac	60'	CG, BP w/ MU Overlay	70 du/ac	60'
North Side of Monterey Rd., West of Indiana Av.	RH w/ HO Overlay	70 du/ac	45'	RH w/ HO Overlay	70 du/ac	55'	RH w/ HO Overlay	70 du/ac	60'	RH w/ HO Overlay	70 du/ac	60'
South Side of Monterey Rd., West of Pasadena Av.[6]	RM w/ HO Overlay	70 du/ac	45'	RM	30 du/ac	45'	RM	30 du/ac	45'	RM	30 du/ac	45'
West Side of Mission St/East Side of Arroyo Dr., South of Mission St.	RH w/ HO Overlay	70 du/ac	45'	RH	45 du/ac	45'	RH w/ HO Overlay	70 du/ac	60'	RH w/ HO Overlay	70 du/ac	60'
East Side of Pasadena Av. Between Mission St. and Hawthorne St.	RM w/ HO Overlay	70 du/ac	45'	RM	30 du/ac	45'	RM	30 du/ac	45'	RM	30 du/ac	45'
North Side of Mission St., West of Forest Av./ East Side of Arroyo Dr., North of Mission St.	RM w/ HO Overlay	70 du/ac	45'	RM	30 du/ac	45'	RM	30 du/ac	45'	RM	30 du/ac	45'

1. All boundaries approximate. See zoning map for details.
2. Under current regulations, 8' projections above the height limit are allowed only in the MU and HO Overlays.
3. 3/26 and 4/29 proposed height regulations allowed for 8' nonhabitable projections and 10' stairwells and elevator shafts above the height limit.
4. Additional flexibility to vary building height allowed in the DTSP, MU Overlay and HO Overlay districts per SPMC 36.300.040.
5. No projections allowed above the maximum for any individual point in the building.
6. Except Suitable Housing Sites, which remain in the HO Overlay in all scenarios.

lightgreytext – For reference - may be amended later through objective design standards project

* – Address through objective design standards project

South Pasadena Zoning Code
Development Standards correlating to Building Height
Tuesday, June 3, 2025
Article Article 2 Zoning Districts, Allowable Land Uses, and Zone-Specific Standards
Division 36.220.040 Residential Zoning District General Development Standards; 36.300.040 Height Limits and Exceptions, Downtown Specific Plan
Development Standard Building Height

Zoning District	Building Height (and form)	Current Standard	Arroyo Group / Staff Recommended Modification	Planning Commission Subcommittee Recommended Modification
(HO) Housing Opportunity Overlay	Refer to Mixed-Use Overlay			
(MU) Mixed-Use Overlay	Maximum Height	45 ft	60 ft	60 ft
		Nonhabitable building features such as chimneys, cupolas, flagpoles, monuments, steeples, roof screens, equipment, and similar structures covering no more than 10% of the top floor roof area may exceed the maximum height by up to 8 ft.		Remove and add to "Building Height" exceptions in Section 36.300.040
	Maximum Stories	4 stories		Remove
	Maximum Floor Area by Story	Up through secondstory—100% Third story—90% Fourth story—80%		Remove*
		The standard refers to the percentage relative to the ground-floor building footprint area		Remove*
	Maxmum Building Length	150 ft	Apply to Primary Street Frontage only with the following note: Spaces between buildings must be interrupted by a break of at least 20 feet wide at all levels of the building, or at least 15% of the site width on the second level and above. The break must be at least 50 feet deep beyond the required front setback. For sites west of Monterey Rd/Pasadena Ave., must be interrupted by a break of at least 30 feet, with the first 55 feet depth from the first property line located along the ground level, and the remainder of the depth located on and above the second level.	Remove* or Rename "Maximum Façade Length" and require a building break of 10 feet wide by 10 feet deep ~~every 100 feet~~ ...SO AS TO PREVENT FACADE LENGTHS LONGER THAN 100 FEET
	Maximum Elevation of Building Entry Above the Street/Sidewalk Level and Maximum Recess Below the Street/Sidewalk Level	2 ft.	*Apply to Main Building entry only with the folowing note:* Entries into individual residential units may be located up to 6 feet above the street/sidewalk level	Entries into individual residential units may be located up to 4 feet above the street/sidewalk level
	Minimum Ground Floor Height	12 ft		

Zoning District	Building Height (and form)	Current Standard	Arroyo Group / Staff Recommended Modification	Planning Commission Subcommittee Recommended Modification
36.300.040 Height Limits and Exceptions				
	A. Maximum height of structures.	No structure shall exceed the height limit established by the applicable zoning district in Article 2 (Zoning Districts, Allowable Land Uses, and Zone-Specific Standards). Because of a 1983 City of South Pasadena initiative, no commercial, office, manufacturing, or residential building shall exceed a height of 45 feet, and no Conditional Use Permit or Variance shall be granted to exceed 45 feet.		No structure shall exceed the height limit established by the applicable zoning district in Article 2 (Zoning Districts, Allowable Land Uses, and Zone-Specific Standards).
	B. Height measurement.	The maximum allowable height shall be measured as the vertical distance from the existing grade of the site to an imaginary plane located the allowed number of feet above and parallel to the grade. See Figure 3-4. "Existing grade" shall be established by the Director, consistent with parcels in the immediate vicinity, and shall not be, nor have been artificially raised to gain additional building height.	*Add the following:* 1.For projects that provide on-site deed-restricted affordable housing housing units, height averaging may be used in the calculation of height provided that the average height of all portions of the building containing residential uses shall not exceed the height limit of the district and the highest point shall not exceed 10 feet above the height limit of the district.	The maximum allowable height shall be measured as the vertical distance from the existing grade of the site to an imaginary plane located the allowed number of feet above and parallel to the grade. See Figure 3-4. "Existing grade" shall be established by the Director, consistent with parcels in the immediate vicinity, and shall not be, nor have been artificially raised to gain additional building height.
	C. Height limitations at intersections / sight visibility.	A structure or landscaping, excluding existing trees, shall not exceed a height of 36 inches in areas where vehicular or pedestrian traffic lines of sight may be impacted, as established by the Public Works Director. Planting of parkway trees shall be in compliance with SPMC 31.48(d)(2).		Make sure this Section does not result in all street intersection corners chamfering the buildable area. Maintain the 100% corner that currently exists throughout the City in many places
	Height exceptions	Not codified	New Section 36.300.040.D: Nonhabitable building features covering no more than 10% of the top floor roof area such as chimneys, cupolas, flagpoles, monuments, steeples, pitched roofs, screened equipment, parapets and similar structures may exceed the maximum height by up to 8 ft. and stairwells and elevator shafts may exceed the maximum height by up to 10 feet.	D. Height Exceptions. Nonhabitable building features such as masts, belfries, clock towers, chimneys, cupolas, flagpoles, monuments, steeples, roof screens, equipment, and similar structures covering no more than 10% of the top floor roof area may exceed the height limit by up to 8 ft. Roof access stairs, elevator rooms and shafts, and elevator overruns may exceed the height limit by up to 10 ft.

due to height averaging

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include as part of modification

Zoning District	Building Height (and form)	Current Standard	Arroyo Group / Staff Recommended Modification	Planning Commission Subcommittee Recommended Modification
Downtown Specific Plan (DTSP)			50'	50'
Mixed Use Core				
Height Overlay			45' west of Orange Grove Boulevard 60' in National Register Historic District 60' elsewhere on Mission Street	45' west of Orange Grove Boulevard 3 50' in National Register Historic District 3 60' elsewhere on Mission Street 5
		Min / Max		Min / Max
Height (Feet / Stories)	Stacked Flats	2 / 25 4 / 45	Remove the maximum stories/heights for the following building types: Flex Building, Liner, Hybrid Court, Court. No change to other building types.	2 / 25 per the height overlay 2 5
STORES / FEET	Flex Building	2 / 25 4 / 45		2 / 25 per the height overlay 2 5
	Liner	1 / 18 4 / 45		1 / 18 per the height overlay 1 5
	Hybrid Court	2 / 25 4 / 45		2 / 25 per the height overlay 2 5
	Court	1 / 18 3 / 35		2 / 25 per the height overlay 2 5
	Live-Work	1 / 18 2 / 25		2 / 25 3 / 45 2 3
	Rowhouse	1 / 18 2 / 25		2 / 25 3 / 35 2 4
	Rosewalk or Bungalow Court	1 / 18 2 /25		1 / 18 2 / 25 1 2
	Duplex, Multiplex	1 / 18 2 / 25		1 / 18 2 / 25 1 2
	Singe Family Residence	1 / 18 2 / 30		REMOVE
	Standards for Buildings Exceeding 45 feet in Height	Building heights in excess of 45 feet are subject to State Density Bonus concessions and waivers. See SPMC § 36.370.030.		REMOVE
Fair Oaks Corridor		Min / Max	Min / Max	Min / Max
			70 ft	70 ft
Height (Feet / Stories)	Stacked Flats	2 / 25 4 / 45	Remove maximum stories/heights for the following building types: Stacked Flats, Flex Building, Liner, Hybrid Court. No change to other building types.	2 / 25 unlimited / 70 2 6
STORES / FEET	Flex Building	2 / 25 4 / 45		2 / 25 unlimited / 70 2 6
	Liner	1 / 18 4 / 45		1 / 18 unlimited / 70 1 6
	Hybrid Court	2 / 25 4 / 45		2 / 25 unlimited / 70 2 6
	Court	1 / 18 3 / 35		2 / 25 5 / 60 2 5
	Live-Work	1 / 18 3 / 35		1 / 18 4 / 50 1 4
	Rowhouse	1 / 18 3 / 35		1 / 18 3 / 35 1 3
	Rosewalk or Bungalow Court	1 / 18 3 / 35		REMOVE
	Duplex, Multiplex	1 / 18 3 / 35		REMOVE
	Standards for Buildings Exceeding 45 feet in Height	In lots backing into single-family fabric, the building height can exceed 45 feet only in the first 75% of the lot, measured from the street-facing property line.	Remove	REMOVE
		Building heights in excess of 45 feet are subject to State Density Bonus concessions and waivers. See SPMC § 36.370.030.		REMOVE
Mission St. Height Overlay	Stepbacks	This overlay allows maximum building height up to 2 stories (maximum 26 feet) along the rear frontage of the lot.		REMOVE*

step back 10' abv?

Zoning District	Building Height (and form)	Current Standard	Arroyo Group / Staff Recommended Modification	Planning Commission Subcommittee Recommended Modification
C11.1 Definitions of General Terms	"Building Height"	The vertical extent of a building measured in stories to the eave of the highest story, not including a raised basement or a habitable attic. Height limits do not apply to masts, belfries, clock towers, chimney flues, and similar structures. Building height shall be measured from the average grade of the fronting thoroughfare.		Remove and refer to 36.300.040 Height Limits and Exceptions
Streamlined Process				
(MU) Mixed-Use Overlay District	Maximum Height Increase (Feet / Stories)	20 ft / 1 Story		Remove
	Average Height Increase	15 ft		Remove
	Stepback	Above 3rd Story		Remove
Multifamily Districts (RM and RH)	Maximum Height Increase (Feet / Stories)	15 ft / 1 Story		Remove
	Average Height Increase	10 ft		Remove
	Stepback	Above 3rd Story		Remove
Mission Street	Maximum Height Increase (Feet / Stories)	10 ft / 1 Story		Remove
	Average Height Increase	5 ft		Remove
	Stepback	Above 2nd Story		Remove

Development Standard may be addressed in the future Objective Design Standards

South Pasadena Zoning Code
Development Standards correlating to Building Height
Tuesday, June 3, 2025
Article — Article 2 Zoning Districts, Allowable Land Uses, and Zone-Specific Standards
Division — 36.220.040 Residential Zoning District General Development Standards; 36.300.030 Setback Measurement and Exceptions; Downtown Specific Plan
Development Standard — Setbacks

Zoning District or Code Section	Setbacks (and Stepbacks)	Current Standard	Arroyo Group / Staff Recommended Modification	Planning Commission Subcommittee Recommended Modification
(RM) Residential Medium Density	Front	20 ft		10 ft
	Front Exception	An additional minimum 5 ft setback from the property line shall be provided for every story above the second story.		REMOVE*
	Sides, each	10% of lot width, 4 ft minimum		4 ft
		An additional minimum 4 ft setback from the property line shall be provided for every additional story above the second story.		An additional 1 ft setback shall be provided for each story above the second story. (3 story building = 5 ft, 4 story building = 6 ft, etc.)
	Side, street side	15 ft. minimum		10 ft
	Rear	15 ft minimum; or 5 ft minimum abutting an alley		
(RH) Residential High Density	Front	15 ft		7.5 ft
	Front Exception	An additional minimum 5 ft setback from the property line shall be provided for every story above the second story.		REMOVE*
	Sides, each	8 ft. minimum		4 ft
		10 ft minimum setback from the property line shall be provided for each story above the second story.		An additional 1 ft setback shall be provided for each story above the second story. (3 story building = 5 ft, 4 story building = 6 ft, etc.)
	Side, street side	15 ft. minimum		7.5 ft
	Rear	20 ft minimum; 22 ft minimum setback shall be provided for each additional story above the second story.		15 ft; or 5 ft abutting an alley

Zoning District or Code Section	Setbacks (and Stepbacks)	Current Standard	Arroyo Group / Staff Recommended Modification	Planning Commission Subcommittee Recommended Modification
(CG) Commercial General	Front	None Required		
	Sides, each	15 ft if adjacent to an RS district; none required otherwise.		None Required
	Street Side	None required		
	Rear	None, except if adjacent to an alley 5 ft, or if adjacent to a RS district 25 ft		None Required
(CO) Commercial Office	Front	25 ft on Fremont St. between the 110 freeway and Monterey Rd., 20 ft required otherwise.		10 ft
	Sides, each	15 ft if adjacent to an RS district; none required otherwise.		4 ft; An additional 1 ft setback shall be provided for each story above the second story. (3 story building = 5 ft, 4 story building = 6 ft, etc.)
	Street Side	None required		
	Rear	None, except if adjacent to an alley 5 ft, or if adjacent to a RS district 25 ft		
(BP) Business Park	Front	25 ft	25 ft; however, no required setback for residential lobbies or amenities or commercial uses	None required
	Sides, each	15 ft if adjacent to an RS district; none required otherwise.		None required
	Street Side	None required		
	Rear	None required		

Zoning District or Code Section	Setbacks (and Stepbacks)	Current Standard	Arroyo Group / Staff Recommended Modification	Planning Commission Subcommittee Recommended Modification
(HO) Housing Opportunity Overlay	Refer to Mixed-use Overlay District			
(MU) Mixed-Use Overlay	**Setbacks for Non-Residential**			
	Front - Ground Floor	Per the underlying zoning district		
		May be increased to 15 ft where outdoor uses or small plazas are provided directly in front of the nonresidential use		Remove
	Side - Ground Floor	Per the underlying zoning district		
	Rear	Per the underlying zoning district		15 ft
	Setbacks for Residential			
	Front - Ground Floor	20 ft minimum	10 ft minimum on "Connector" or "Access," streets or 15 ft minimum on "Thoroughfare" streets as designated in the General Plan	5 ft in CG District 7.5 ft in other than CG District
	Side	10 ft minimum for first two floors 15 ft minimum from property line for third floor and above	5 ft minimum for first two floors 2 ft additional for each floor above the second	4 ft; An additional 1 ft setback shall be provided for each story above the second story. (3 story building = 5 ft, 4 story building = 6 ft, etc.)
		For any property adjacent to an RE or RS district, the minimum setback for the first and second stories shall be 20 ft, and any story above the second story shall be set back a minimum distance of 25 ft from the property line.	For any property line adjacent to an RE, RS or RM district: 10 ft minimum for first two floors 2 ft additional for each floor above the second	Remove*
	Rear	20 ft minimum for first two floors 25 ft minimum from property line for third floor and above		10 ft; or 5 ft abutting an alley
		For any property adjacent to an RE or RS district, the minimum setback for the first and second stories shall be 30 ft, and any story above the second story shall be set back a minimum distance of 35 ft from the property line.	For any property line adjacent to an RE, RS or RM district: First two floors: Minimum of 15 ft or 5' if abutting an alley. 45-degree inward angle above a line 15 feet above the property line shared with RE or RS	Remove*
	Setbacks - General			Remove
	Setback From Access Driveway	5 ft minimum		Remove
	Distance Between Buildings	As required by the Fire Code, but in no instance less than 10 ft		Remove*

Zoning District or Code Section	Setbacks (and Stepbacks)	Current Standard	Arroyo Group / Staff Recommended Modification	Planning Commission Subcommittee Recommended Modification
36.300.030 Setback Measurement and Exceptions				
	Subsection B. Exemption from setback requirements			
	Subsection C.4 Measurement of setbacks > Corner traffic visibility setbacks	Corner traffic visibility setbacks. All structures and landscaping over 36 inches in height on corner lots shall be set back from the center of the adjacent intersection a minimum of 75 feet, as required by Section 36.300.040.C.		Remove in DTSP, Mission Street, Fair Oaks, Fremont, and Huntington Drive. (*Contact Public Works Director for clarification*)
	Subsection D. Setback exceptions > Balcony, deck, or porch, which may be roofed but is otherwise unenclosed	Front: 0 ft		Add stoops to the list; 8 feet, no closer than 30 inches to a lot line, or as permitted by the Frontage Type within the DTSP area.

Zoning District or Code Section	Setbacks (and Stepbacks)	Current Standard	Arroyo Group / Staff Recommended Modification	Planning Commission Subcommittee Recommended Modification
Downtown Specific Plan (DTSP)				
Mixed Use Core	Primary Street	0 to 15 ft. max.		0' to 5' setback, except as permitted by Frontage Type size requirements
	Side Street	0 to 15 ft. max.		0' to 10' setback, except as permitted by Frontage Type size requirements
	Side Yard	0 ft.		
	Rear (with alley)	5 ft. minimum		
	Rear (no alley)	10 ft. minimum		
	Massing Stepback			
	Front	8 ft. min. above 3 stories		Remove*
	Over 4 Stories (w/density bonus)	10 ft. min. above 3 stories		Remove*
	Rear	20 ft. min. above 3 stories		Remove*
Fair Oaks Corridor	Primary Street	0 to 15 ft. max.		0' to 5' setback
	Side Street	0 to 15 ft. max.		0' to 10' setback
	Side Yard	0 ft.		
	Rear (with alley)	5 ft. minimum		
	Rear (no alley)	10 ft. minimum		
	Massing Stepback		Modify for Fair Oaks	
	Front	10 ft. min. above 3 stories		Remove*
	Over 4 Stories (w/density bonus)	10 ft. min. above 3 stories		Remove*
	Rear	20 ft. min. above 3 stories		Remove*
~~Storefront~~ (Shopfront) Overlay		This overlay requires buildings to have shopfront frontage and a minimum floor-to-ceiling height. This requirement is to accommodate ground floor live-work, commercial, retail or other such non-residential activity on streets where the vision expects active, pedestrian-oriented streetscapes.		Correct the naming from Storefont to Shopfront; Add a 0' to 5' setback allowance; 15 ft. floor-to-floor ground floor height; This requirement is to establish a consistent building street wall and accommodate ground floor live-work, commercial, retail or other such non-residential activity on streets where the vision expects active, pedestrian-oriented streetscapes.

**** Development Standard may be addressed in the future Objective Design Standards***

South Pasadena Zoning Code
Development Standards correlating to Building Height
Tuesday, June 3, 2025
Article Article 2 Zoning Districts, Allowable Land Uses, and Zone-Specific Standards
Division 36.220.040 Residential Zoning District General Development Standards.
Development Standard Open Space

Zoning District	Open Space	Current Standard	Arroyo Group / Staff Recommended Modification	Planning Commission Subcommittee Recommended Modification
(RM) Residential Medium Density	Total Combined Usable Open Space	(not codified)		200 sf per unit, minimum
	Private Open Space	200 sf per unit; Private open space areas shall have a minimum dimension of eight feet on any side, and a configuration that would accommodate a rectangle of at least 100 square feet.		If individual balconies, ground floor patios, porches, or similar private open space are provided to meet the area requirements, such area shall have minimum dimensions of 8 ft width and 6 ft depth.
	Common Open Space	Common open space areas shall have a minimum dimension of 20 feet on any side.		50% minimum of the total required Open Space; 1,000sf minimum; Up to 25% of the required Common Open Space may be indoor common open space like fitness rooms, resident lounges, etc. Mail rooms and Leasing offices and associated areas do not count; Outdoor Common Open Space shall have a minimum dimension of 20 feet in two directions; A minimum 20% of Outdoor Common Open Space shall be landscaped adn count toward the minimum site requirement
	3 to 4 units	200 sf		
	5 to 10 units	500 sf		
	11 to 30 units	1,000 sf		
	31 and more units	2,000 sf		
(RH) Residential High Density	Total Combined Usable Open Space	(not codified)		Same as RM District
	Private Open Space	200 sf per unit; Private open space areas shall have a minimum dimension of eight feet on any side, and a configuration that would accommodate a rectangle of at least 100 square feet.		
	Common Open Space	Common open space areas shall have a minimum dimension of 20 feet on any side.		
	3 to 4 units	200 sf		
	5 to 10 units	500 sf		
	11 to 30 units	1,000 sf		
	31 and more units	2,000 sf		
(CG) Commercial General	None Required			
(CO) Commercial Office	None Required			
(BP) Business Park	None Required			

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Zoning District	Open Space	Current Standard	Arroyo Group / Staff Recommended Modification	Planning Commission Subcommittee Recommended Modification
(HO) Housing Opportunity Overlay	Per Mixed-Use Overlay District			
(MU) Mixed-Use Overlay	Minimum Total Combined Usable Open Space per Residential Unit (Common and Private Combined)	300 sf/du	200 sf per unit	150 sf per unit, minimum
		Improved rooftop open space, balconies, and indoor common spaces can be counted toward usable open space.		(refer to revised requirements below)
	Common Open Space Requirements	1,000 sf area minimum 25 ft minimum depth and width	Note revised to: Improved rooftop open space and balconies can be counted toward usable open space. Common indoor recreational and gathering spaces may be counted toward usable open space, up to a maximum of one-third of the requirement. with pervious plant materials that are permanently maintained and irrigated	50% minimum of the total required Open Space; 1,000sf minimum; Up to 25% of the required Common Open Space may be indoor common open space like fitness rooms, resident lounges, etc. Mail rooms and Leasing offices and assocaited areas do not count; Outdoor Common Open Space shall have a minimum dimension of 20 feet in two directions; A minimum 20% of Outdoor Common Open Space shall be landscaped adn count toward the minimum site requirement Outdoor Common Open Space shall comply with 36.350.180.D.1 General Landscape Standards
	Private Open Space Requirements	No private open space is required for individual units		Remove
		If individual balconies, ground floor patios, porches, or similar private open space are provided for a residential unit, such area shall have minimum dimensions of 6 ft width and 4 ft depth.		If individual balconies, ground floor patios, porches, or similar private open space are provided to meet the area requirements, such area shall have minimum dimensions of 8 ft width and 6 ft depth.
	Minimum Site Landscaping	20%	*No change to requirement, but removal of note:* "Exclusive of areas on the site providing useable open space for residential uses. Improved rooftop areas can be counted toward open space."	Remove "*Exclusive of areas on the site providing useable open space for residential uses. Improved rooftop areas can be counted toward open space.*" Add a requirement that 75% of established setbacks shall be landscaped to discourage impervious materials. Add language that landscaped Common Open Space and established setback areas may be attributed to the total requirement

Zoning District	Open Space	Current Standard	Arroyo Group / Staff Recommended Modification	Planning Commission Subcommittee Recommended Modification
Downtown Specific Plan (DTSP)				
Mixed Use Core	Private Open Space			
	Stacked Flats, Flex Building, Liner	Private open space is required for each residential unit and shall be no less than 50 s.f. with a minimum dimension of five (5) feet in each direction.		Required for 50% of units; no less than 50 s.f. with a minimum dimensions of 8 ft width and 6 ft depth.
	Hybrid Court, Court, Live-Work, Rowhouse, Duplex / Multiplex	100 sf. minimum with a minimum dimension of eight (8) feet in each direction		Required for 50% of units; no less than 50 s.f. with minimum dimensions of 8 ft width and 6 ft depth.
	Rosewalk and Bungalow Court	400 sf. minimum with a minimum dimension of twenty (20) feet in each direction		Required for each unit; 200 sf. minimum with minimum dimensions of ten (10) feet in each direction
	Single Family Residence	300 sf. minimum with a minimum dimension of fifteen (15) feet in each direction		Required for each unit; 400 sf. minimum with minimum dimensions of fifteen (15) feet in each direction
	Shared Open Space			
	Stacked Flats, Flex Building, Liner	The primary shared common space is the rear or side yard designed as a courtyard. Courtyards can be located on the ground or on a podium and must be open to the sky. Side yards can also be formed to provide outdoor patios connected to ground floor commercial uses.		The primary shared **outdoor** common space is **the front**, rear, or side yard designed as a courtyard. Courtyards can be located on the ground or on a podium and must be open to the sky. Side yards can also be formed to provide outdoor patios connected to ground floor commercial uses.
	Courtyard width/depth/height ratio	1:1:1	Add minimum 25-foot width requirement to the width/depth/height ratio	1:1:1.5; 25-foot width and depth, minimum
	Standards for Buildings Exceeding 45 feet in Height	For any building above 45 feet in height, the minimum dimension of a courtyard enclosed by a building on all sides shall be 40 feet.	Simplify requirements and reduce minimum dimensions	Remove
		For any building above 45 feet in height, the minimum dimension of a courtyard open on one side shall be a minimum of 35 feet.	Simplify requirements and reduce minimum dimensions	Remove
Fair Oaks Corridor	Same as Mixed-Use Core			

Development Standard may be addressed in the future Objective Design Standards

South Pasadena Zoning Code
Development Standards correlating to Building Height
Tuesday, June 3, 2025
Article Article 2 Zoning Districts, Allowable Land Uses, and Zone-Specific Standards
Division Division 36.310. Parking and Loading; 36.350.180 Residential Uses – Courtyard Housing; 36.350.190 Residential Uses – Multifamily Project Standards; 36.310.100 Bicycle Parking; Downtc
Development Standard Parking

Zoning District / Code Section	Parking	Current Standard	Arroyo Group / Staff Recommended Modification	Planning Commission Subcommittee Recommended Modification
(RM) Residential Medium Density	Multi-family dwelling, condominiums and other attached dwellings	1 bedroom unit—1 space; 2 bedrooms and/or greater—2 spaces within a garage or carport for each unit, plus 1 guest space per each 2 units. (1), (3)	1.15 to 1.25 parking ratio	Studio—0.50 space One-bedroom—1 space Two or more bedrooms—1.5 spaces Guest Spaces - not required
(RH) Residential High Density				
(CG) Commercial General	Refer to Mixed Use Overlay			
(CO) Commercial Office	Refer to Mixed Use Overlay			
(BP) Business Park	Refer to Mixed Use Overlay			
(HO) Housing Opportunity Overlay	Refer to Mixed Use Overlay			

Zoning District / Code Section	Parking	Current Standard	Arroyo Group / Staff Recommended Modification	Planning Commission Subcommittee Recommended Modification
(MU) Mixed-Use Overlay	Site Access / Driveway Location	The location of site access/driveways shall be prioritized as follows: (1) From an alleyway, (2) From a side street, or (3) If the previous two locations are infeasible as determined by the Director, then access from the front shall be limited to a maximum 24-ft wide driveway.		
	Location of Parking Spaces / Area	The location of parking spaces/areas shall be limited as follows: (1) Located to the rear of the building or underground, and (2) Shall not be located within the front or side street setback areas.		The location of parking spaces/areas shall be limited as follows: (1) Located to the rear of the building on the ground level or underground, and (2) Shall not be located above the ground level or within 30 feet of the front or side street property line. (3) Parking may be placed within setback areas below grade;
		Shared parking or a reduction in parking subject to approval of a parking study—SPMC 36.310.060. Within one-half mile of a high-quality transit station, no parking minimums shall apply for any use except for hotels, motels, bed and breakfast inns, and similar transient lodging facilities per Government Code Section 65863.2.		
	Number of Spaces for Residential Uses	Studio—0.50 space One-bedroom—1 space Two-bedroom—2 spaces Guest Space—0.25 per unit	1.15 to 1.25 parking ratio	Studio—0.50 space One-bedroom—1 space Two or more bedrooms—1.5 spaces Guest Spaces - not required
		Guest spaces are not required if non-residential spaces are available during non-operational hours. Parking is reduced, not required, for qualifying development projects within one-half mile of a high-quality transit station, as defined in Government Code Section 65863.2.		

Zoning District / Code Section	Parking	Current Standard	Arroyo Group / Staff Recommended Modification	Planning Commission Subcommittee Recommended Modification
	Design of Surface or Structure Parking	As required by SPMC 36.310 (Parking and Loading)		
	(1) Guest parking spaces shall be clearly marked for guest parking only and shall be evenly dispersed throughout the development site. Signs shall be provided at appropriate locations to direct visitors to guest parking locations.			(1) Guest parking spaces shall be clearly marked for guest parking only and **are encouraged to be** evenly dispersed throughout the development site. Signs shall be provided at appropriate locations to direct visitors to guest parking locations.
	(3) The requirement of two covered spaces may be waived by the Director for the alteration of a residential unit that is listed on the City's Cultural Heritage Inventory as defined by SPMC Section 2.58, provided the circumstances listed under SPMC Section 36.360.090(F)(1) apply.			
36.350.180 Residential Uses – Courtyard Housing				
	A.1.d. Semi-subterranean parking garage…	A semi-subterranean parking garage that does not extend more than 30 inches above grade may be built to a side property line but shall not project into the required rear setback. An area equal to the area of the required side setback that is occupied by the garage shall be provided as common open space at grade level in the courtyard area.		**Apply to all Zoning Districts, no matter the type of housing configuration.** A semi-subterranean parking garage that does not extend more than 30 inches above grade may be built to a side property line but shall not project into the required rear setback. An area equal to the area of the required side setback that is occupied by the garage shall be provided as **Common Open Space ~~at grade level in the courtyard area.~~** **The exposed 30 inches of garage shall not be visible from the public way and shall be masked by plantings, residential stoops, steps up to the established finish floor, etc.**

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Zoning District / Code Section	Parking	Current Standard	Arroyo Group / Staff Recommended Modification	Planning Commission Subcommittee Recommended Modification
36.350.190 Residential Uses – Multifamily Project Standards				
	A. Purpose	3. Discourage on-site parking along the front building elevation or adjacent to the street so that buildings, rather than parking lots or garages, address the street and public		3. Parking shall not be placed along the front building elevation or adjacent to the street so that buildings, rather than parking lots or garages, address the street and public view.
36.310.100 Bicycle Parking				
	Provisions	A.1. Multi-family uses shall provide bicycle parking spaces equal to 10 percent of the required vehicle spaces. Bicycle parking shall be distributed throughout the project.		A.1. Multi-family uses shall provide bicycle parking spaces equal to 10 percent of the required vehicle spaces **based Zoning District prior to utilization of State Density Bonus Law**. Bicycle parking shall be distributed throughout the project.
	Design and devices	B.2.b. Each bicycle space shall be a minimum of two feet in width and six feet in length, and have a minimum of seven feet of overhead clearance.		B.2.b. Each bicycle space shall be a minimum of two feet in width and six feet in length, and have a minimum of seven feet of overhead clearance. **Exceptions can be made for the use of premanufactured storage systems that may hang on the wall or provide a stacked configuration**

Zoning District / Code Section	Parking	Current Standard	Arroyo Group / Staff Recommended Modification	Planning Commission Subcommittee Recommended Modification
36.310.080 Parking Design Standards				
	Location of Parking areas	Required off-street parking shall be located on the same parcel as the uses served or on a contiguous parcel, or within 400 feet of the proposed use it is intended to serve. When a proposed off-street parking spaces are provided on a separate parcel from the use, a recorded covenant running with the land, recorded by the owner of the parking lot, guaranteeing that the required parking will be maintained exclusively for the use or activity served for the duration of the use or activity approved in a form acceptable to the City Attorney		
	Parking space and lot dimensions	b.Tandem parking spaces. Tandem parking spaces shall be a minimum 35 feet in length by 10 feet in width, and a maximum of 42 feet in length and 12 feet in width.		b.Tandem parking spaces. Tandem parking spaces shall be a minimum 35 feet in depth by 8.5 feet in width, and a maximum of 42 feet in depth and 12 feet in width.
	Table 3-7 Parking Space and Drive Aisle Dimensions			
	Parking Space for 0 degree Angle of Parking for tandem or parallel parking Depth Width Aisle	Depth 24 ft Width 8.6 ft Aisle 12 ft		Remove tandem space and create it's own requirements; Parallel Spaces - Change 8.6 ft to 8.5 ft Tandem Spaces Depth 35 ft Width 8.5 ft Aisle 24 ft
	Parking Space Width for all degrees of Angle of Parking	9 ft		8.5 ft Add footnote to permit 7.5 ft for all spaces exceeding one space per residential unit and 25% max of the provided non-residential spaces
	Obstructions	(2) Each parking space that is adjoined on either side of its longer dimension by a fence, wall, partition, column, post, or similar obstruction, and the obstruction is located less than 14 feet from the access aisle measured along the length of the stall, shall have its minimum width increased by at least 10 inches on the side of the obstruction.		Exception: The 10-inch increase is not required if columns are set back 18 inches from the drive aisle
	G. Grades of driveways and parking areas.	2. Parking areas. Parking areas shall have a maximum grade of seven percent, measured in any direction.		2. Parking areas. Parking areas shall have a maximum grade of 6.66 percent, measured in any direction.
		Garage speed ramp slope (not codified)		Garage speed ramps are limited to 15% slope, max.

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Zoning District / Code Section	Parking	Current Standard	Arroyo Group / Staff Recommended Modification	Planning Commission Subcommittee Recommended Modification
Downtown Specific Plan (DTSP)				
Mixed Use Core	Parking Count	Recommended: Studio or 1 bedroom unit—1 space; 2 bedrooms and/or greater—1.5 spaces		Recommended: Studio—0.50 space One-bedroom—1 space 2 bedrooms and/or greater—1.5 spaces
	Parking Placement			The location of parking spaces/areas shall be limited as follows: (1) Located to the rear of the building on the ground level or underground, and (2) Shall not be located above the ground level or within 30 feet of the front or side street property line. (3) Parking may be placed within setback areas below grade;
	Setback			
	Primary Street	30 ft minimum		30 ft minimum for surface or garage parking
	Side Street	15 ft minimum		30 ft minimum for surface or garage parking
	Side property	5 ft minimum		5 ft minimum for surface parking; otherwise, per building setback requirements
	Rear property	5 ft minimum		5 ft minimum for surface parking; otherwise, per building setback requirements
Fair Oaks Corridor	Same as Mixed Use Core			

**** Development Standard may be addressed in the future Objective Design Standards***

South Pasadena Zoning Code
Development Standards correlating to Building Height
Tuesday, June 3, 2025
Article — Article 2 Zoning Districts, Allowable Land Uses, and Zone-Specific Standards
Division — 36.220.040 Residential Zoning District General Development Standards; Downtown Specific Plan
Development Standard — Unit Size

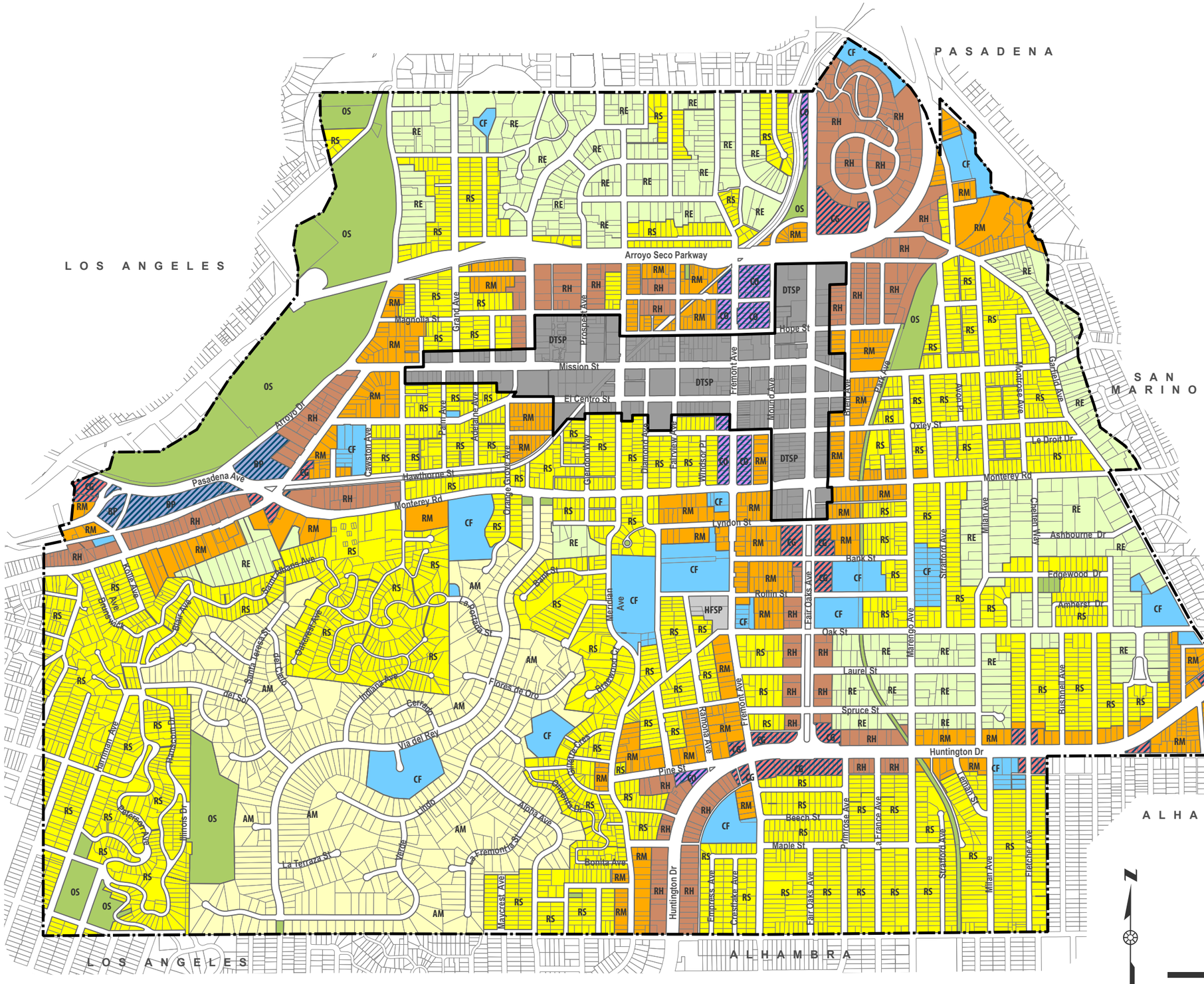
Zoning District	Unit Size	Current Standard	Arroyo Group / Staff Recommended Modification	Planning Commission Subcommittee Recommended Modification
(MU) Mixed-Use Overlay	Minimum Residential Unit Size (recommended)	Studio—450 sf One-bedroom—750 sf Two-bedroom—900 sf	Harmonize with Downtown Specific Plan requirement (450 sf minimum for all units)	Remove
Downtown Specific Plan (DTSP)				
Mixed Use Core	Residential Unit Size	450 sf minimum		Remove
Fair Oaks Corridor	Residential Unit Size	450 sf minimum		Remove

**** Development Standard may be addressed in the future Objective Design Standards***

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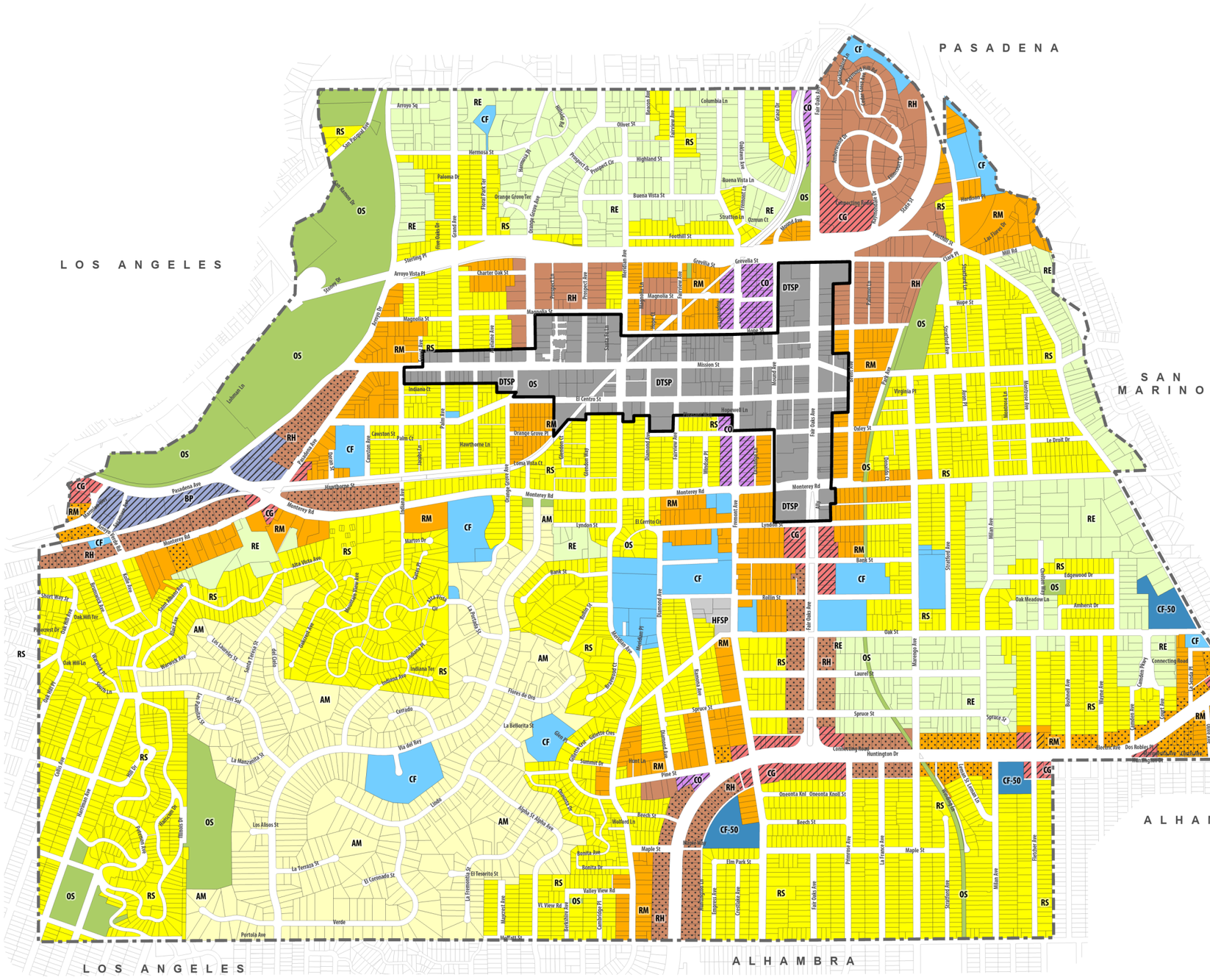
City of SOUTH PASADENA

Zoning Map


PASADENA
LOS ANGELES
SAN MARINO
ALHAMBRA
LOS ANGELES
ALHAMBRA
Arroyo Seco Parkway
Pasadena Ave
Monterey Rd
Mission St
El Centro St
Hope St
Oxley St
Bank St
Oak St
Laurel St
Spruce St
Huntington Dr
Fremont Ave
Meridian Ave
Marengo Ave
Fair Oaks Ave
Arroyo Dr
Grand Ave
Prospect Ave
Lyndon St
Rollin St
Ashbourne Dr
Edgewood Dr
Amherst Dr
Le Droit Dr
Garfield Ave
Monterey Rd
Pine St
Beech St
Maple St
Bonita Ave
Huntington Dr
Fletcher Ave
Milan Ave
Stratford Ave
Bushnell Ave
Ramona Ave
Monterey Rd
Hawthorne St
Glendon Way
Diamond Ave
Parkway Ave
Windsor Pl
Mound Ave
Brent Ave
Park Ave
Avon Pl
Wilson Ave
Chelan Way
Primrose Ave
La France Ave
Leander St
Empress Ave
Crestdale Ave
Maycrest Ave
Alpha Ave
Berkshire Pl
Fremont Pl
Orange Grove Ave
Meridian Ave
Fair Oaks Ave
Marengo Ave
Milan Ave
Stratford Ave
Fletcher Ave
Bushnell Ave
Ramona Ave
Fremont Ave
Prospect Ave
Grand Ave
Magnolia St
Mission St
El Centro St
Hope St
Oxley St
Bank St
Oak St
Laurel St
Spruce St
Huntington Dr
Pine St
Beech St
Maple St
Bonita Ave
Monterey Rd
Hawthorne St
Pasadena Ave
Arroyo Dr
Arroyo Seco Parkway
Lyndon St
Rollin St
Ashbourne Dr
Edgewood Dr
Amherst Dr
Le Droit Dr
Garfield Ave
Chelan Way
Milan Ave
Monterey Rd
Oxley St
Brent Ave
Park Ave
Avon Pl
Wilson Ave
Mound Ave
Windsor Pl
Parkway Ave
Diamond Ave
Glendon Way
Orange Grove Ave
Adelaine Ave
Cairn Ave
Lawton Ave
Prospect Ave
Grand Ave
Meridian Ave
Fair Oaks Ave
Marengo Ave
Fremont Ave
Ramona Ave
Pine St
Huntington Dr
Empress Ave
Crestdale Ave
Maycrest Ave
Alpha Ave
Bonita Ave
Berkshire Pl
Fremont Pl
Primrose Ave
La France Ave
Leander St
Stratford Ave
Milan

City of SOUTH PASADENA

Zoning Map



Zoning Districts

- Residential Estate (RE)
- Altos De Monterey Residential (AM)
- Residential Low Density (RS)
- Residential Medium Density (RM)
- Residential High Density (RH)
- Commercial General (CG)
- Commercial Office (CO)
- Business Park (BP)
- Community Facilities (CF)
- Community Facilities (CF-50)
- Open Space (OS)
- Holy Family Specific Plan (HFSP)

Zoning Overlays and Specific Plans

- Housing Opportunity Overlay
- Mixed Use Overlay
- Downtown Specific Plan Boundary
- Downtown Specific Plan (DTSP)

Zoning Map adopted on August 20, 2025
Source: City of South Pasadena, 2025

0 500 1,000 2,000 3,000 Feet

Memorandum

To: City of South Pasadena

From: BAE Urban Economics and The Arroyo Group

Date: August 2025

Re: Analysis and Recommendations for Amendments to Standards for Multi-family Housing Development to Implement Programs in the Housing Element

Introduction

This memorandum is prepared in response to the California Department of Housing and Community Development (HCD) request of the City to "closely evaluate the impacts of development standards and make adjustments as appropriate to address constraints on housing supply and costs, financial feasibility, and ability to encourage and facilitate maximum densities." Ultimately, the goal is to better understand which development standards are the most impactful in terms of feasibility outcomes in order to provide recommendations to ameliorate barriers to housing construction.

Key Questions

- Do **existing development standards** such as maximum height, setback/stepbacks, open space requirements, and other regulations achieve densities and buildouts that are both physically and financially feasible?

- If the answer is **"no"**, what regulatory changes and development standard updates may be needed to ensure that the development of housing is both physically and financially feasible?

- **Which development standard updates in particular** might improve physical and financial feasibility in the most impactful way?

Approach

The Arroyo Group conducted massing studies on one potential development site on Huntington Drive and one potential development site in Ostrich Farm. The massing studies were first conducted to determine the heights required to accommodate and facilitate housing

development, assuming typical development standards for mixed-use and multifamily housing development. Later, the massing studies were iterated upon to assess the financial and physical impacts of various levels of compliance with, or modifications to, the City's current development standards, while keeping density constant.

Both sites are governed by the standards of the Mixed-Use Overlay, which also apply to the Housing Opportunity Overlay. These two overlays, together with the Downtown Specific Plan (DTSP), represent the City's high-density growth areas, with densities of at least 50 du/acre. A base density of 70 du/acre was used for these analyses. Areas within the DTSP were not analyzed, given the City's experience processing development applications, including concession and waiver requests, which more readily highlight DTSP development standards that appear to constrain development.

Compliance with Inclusionary Housing Ordinance

All tested prototypes comply with the City's existing Inclusionary Housing Ordinance (IHO). For rental projects consisting of ten (10) or more units, this requires a minimum of 15 percent of dwelling units be provided at below-market-rate rents (7.5 percent of units affordable to extremely or very-low income households, and 7.5 percent of units affordable to lower-income households). For ownership projects with 10 or more units, this requires a minimum of 15 percent of dwelling units be affordable to moderate-income households. Given the affordability requirements associated with the City's IHO, rental projects are assumed to automatically qualify for a (minimum) 25 percent density bonus under California State Density Bonus Law, while ownership projects are assumed to qualify for a 10 percent density bonus. The bonus units have been included in the prototypes.

It is important to note that because density bonus projects will accommodate more units than the base density allows, they are eligible for concessions and waivers from development standards, including height limits. The number of concessions allowed is based on the percentage and affordability level of the affordable units. A rental project which provides the minimum number of affordable units required by the City's IHO qualifies for one concession. A developer may also request a waiver from any standard that physically precludes bonus densities from being achieved.

HCD's requirement is that the City's development standards (before any concessions and waivers) not pose a constraint to achieving the maximum base densities; a section of this memorandum is dedicated to demonstrating this. However, for financial feasibility, density bonus projects are analyzed, with use of up to one concession, if necessary.

Recent studies have indicated that the City's existing Inclusionary Housing Ordinance is financially feasible for both multifamily rental and condominium projects. The studies made this determination based on housing prototypes which would allow for densities of 70 dwelling units per acre, residential parking ratios of 1.0 spaces per unit located in ground-floor

structures, no ground-floor commercial space, and circulation efficiencies of 85 percent. To the extent that existing development standards may challenge the achievement of these metrics, adjusting these standards will enable developers to meet Inclusionary Housing Ordinance requirements with fewer waivers.

Alignment with Local Market Conditions
BAE worked closely with the Project Team to ensure that prototypes aligned with local market conditions to the extent possible under existing and proposed development standards.

Average unit sizes for the rental prototypes, modeled on the Huntington Drive site, ranged from 795 to 887 square feet per unit, with average unit sizes more limited by height, stepback and setback standards than by density. This yielded a unit mix in which one-bedrooms comprised the largest share of unit sizes, followed by two-bedrooms. Average unit sizes for the condominium prototypes, modeled on the Ostrich Farm site, were slightly higher, ranging from 986 to 1,013 square feet. Two-bedrooms comprised the largest share of unit sizes for condominiums.

The analysis also assumes that both rental and condominium prototypes are served by structured and/or subterranean parking, with parking ratios averaging 1.15 spaces per dwelling unit for rental projects, and 1.50 spaces per dwelling unit for condominiums. These ratios are typical for new-construction projects and meet required ratios under State Law and/or the City's streamlined density bonus incentives.

POTENTIAL CONSTRAINTS TESTED

The Consultant Team tested the following development standards for potential physical and economic constraints.

- *Height Restrictions*
  As a starting point, the consultant team tested the extent to which the existing height limit of 45 feet in the Mixed Use Overlay would result in a building prototype that is both physically and financially feasible. To achieve a building prototype that achieved the desired density within four stories, unit sizes were smaller than the prevailing market standard, as well as expensive parking treatments that were entirely subterranean. This constraint could be lifted by increasing the height limit, which is newly possible after the passage of Measure SP.



Ground floor on a four-story building with subterranean parking



Ground floor on a five-story building with first floor and subterranean parking

- *Setback Impacts*
  Setback and related requirements in South Pasadena are noticeably more restrictive than in other similar communities. The City's existing frontage requirements stipulate that nonresidential uses are required along street frontages in the Mixed-Use Overlay. If ground-floor residential space is provided, a 20-foot front setback is required. Side setbacks are 15 feet for buildings of three stories or more, or 25 feet adjacent to single-family residential districts. Rear setbacks are 25 feet for buildings of three stories or more, or 35 feet adjacent to single-family residential districts. Setbacks could be reduced to levels more consistent with adjacent communities.

- *Stepback Impacts*
  Next, the consultant team analyzed the extent to which existing stepback requirements (in the City's streamlined density bonus review process) may be impacting financial feasibility. Specifically, the team tested the impact of the upper (fourth or fifth) floor being "stepped back" at least ten feet from the lower floors, reducing the amount of leasable residential space. If a substantial impact was found, the City could remove all stepback requirements or relax them by requiring them in fewer locations.



- *Other Impacts*
  Building Breaks. The Mixed-Use Overlay currently restricts the length of any building to 150 feet, whether or not the building is located along a street frontage, and irrespective of whether the frontage is primary or not. The consultant team explored ways to introduce more flexibility into this standard, for example, by allowing for a longer building along secondary roads such as Fremont, but maintaining the break along Huntington.

FEASIBILITY OVERVIEW

As described above, The Arroyo Group formulated a series of prototypes evaluating the physical effects of various combinations of current and potential relaxed or removed development standards. To evaluate the financial feasibility of these physical prototypes, BAE created a series of static pro forma models structured to calculate the yield-on-cost, which compares stabilized Net Operating Income (NOI) to total development cost.[1] For condominiums, the pro forma models are structured to calculate the Residual Land Value (RLV). Land residuals equivalent to the typical sale price for land among recent comparable sales can indicate a financially feasible project. Table 1 below displays the feasibility results for each rental prototype.

- **The presence of a 45-foot height limit ("H-Base") presents a constraint to feasibility at the indicated density,** as shown in Table 1 below. This is due in large part due the expensive subterranean parking treatments required by the need to utilize the full ground-floor for residential space.

- **Raising the permissible height and removing standards which prohibit the creation of ground-floor parking podiums ("H-Height Only") improves feasibility when compared to the H-Base scenario.**
  However, compliance with existing development standards such as stepbacks and setback requirements still constrains financial feasibility, in large part due to reduced circulation efficiencies and the loss of net leasable area.

- **Combining a height increase with significant relaxation of one development standard and modest relaxation of a second ("H-Height+1", "H-Height+2") improves feasibility even further when compared to H-Base.**
  For example, removing the 10-foot stepback requirement on upper floors provides approximately 9,000 square feet of additional leasable area, translating into larger unit sizes and a greater share of two-and-three bedroom units most desired by the community.

- **Combining a height increase with significant relaxations of multiple development standards ("H-Package") will improve feasibility the most when compared to H-Base.**
  This package reflects the Planning Commission subcommittee recommendations which includes greater setback reductions and slightly different building break and parking location requirements than "H-Height+1" and "H-Height+2."

[1] For the purposes of this analysis, a development pro forma that shows a yield-on-cost spread of 100 basis points or above over the capitalization rate indicates a feasible project. Prototypes are considered "marginally feasible" when feasibility could be improved through a combination of reduced costs, returns, or other assumptions.

Table 2 below displays the feasibility results for ownership prototypes, which perform in a similar manner as the rental prototypes.

- Height increases, even when combined adjusting multiple development standards (O-Height+2), are not necessarily sufficient to overcome marginal financial feasibility.

- Similar to the Huntington Drive prototype, removing the stepback requirement is one of the more impactful levers at the City's disposal. The Planning Commission subcommittee recommendations "O-Package" combine the development standard adjustments in "O-Height+2" with elimination of stepback requirements and other changes which achieve likely financial feasibility.

Table 1: Feasibility by Scenario – Huntington Drive

	H-Base	H-Height Only	H – Height+1	H – Height+2	H - Package
Description/ Physical Feasibility	**-Complies with existing height limit of 45 feet** -Complies with setback, stepback, lot coverage, building form, and landscaping requirements	**-Increase height limit.** -Complies with setback, stepback, and other requirements. -Does not comply with lot coverage, landscaping.	**-Increase height limit.** **-Removes stepback** requirement + **-Relaxes building form** requirement for areas not on Huntington -Does not comply with lot coverage, landscaping.	**-Increase height limit.** **-Relaxes stepback** requirement + **-Relaxes building form** requirement to apply to upper floors only -Does not comply with lot coverage, landscaping	-**Increase height limit, plus:** **-Remove stepback** req. **-Relax building form** req. **-Reduce setbacks** -**Eliminate max. lot coverage** -**Relax open space and landscaping** standards -**Reduce minimum unit size** -Apply parking location requirements
Financial Feasibility/ Yield on Cost	4.43% Not Feasible (13 bp over cap)	4.96% Not Feasible (66 bp over cap)	5.10% Marginally Feasible (80 bp over cap)	5.10% Marginally Feasible (80 bp over cap)	5.10% Marginally Feasible (80 bp over cap)
Key Takeaways	No prototype with a height limit of 45 feet is financially feasible under current market conditions.	Raising the height limit by one additional story does not help achieve financial feasibility if still complying with existing development standards.	Combining the height increase with a relaxing of stepback requirements yields a project that is marginally feasible.	Relaxing building form standards also improves feasibility, similar to the previous alternative.	The comprehensive suite of recommendations from the Planning Commission subcommittee achieves a similar feasibility outcome as H-Height+1 and H-Height+2.

Note: The prototypes incorporate a proposed change to minimum unit size to 450 square feet, consistent with the DTSP, and assume reduced open space requirements of 189-295 sf/du.

Table 2: Feasibility by Scenario – Ostrich Farm

	0 – Height+2	0 - Package
Description/ Physical Feasibility	**-Increase height limit.** **-Relaxes setback** requirement + -**Relaxes building form** -Does not comply with lot coverage, landscaping, and open space requirements.	-**Increase height limit, plus:** **-Remove stepback** req. **-Relax building form** req. **-Reduce setbacks** -**Eliminate max. lot coverage** -**Relax open space and landscaping** standards -**Reduce minimum unit size** -Apply parking location requirements
Financial Feasibility	Marginally Feasible	Likely Feasible
Key Takeaways	Combining a height increase with relaxing the setback requirement yields a project that is marginally feasible. This project requires six stories.	Removing the stepback requirement in addition to relaxing the setback requirement also improves feasibility, as well as improves circulation efficiency. It also allows the density to be accommodated in five stories, enabling a more cost-effective construction type.

Note: The prototypes incorporate a proposed change to minimum unit size to 450 square feet, consistent with the DTSP, and assume reduced open space requirements of 200-240 sf/du.

Recommended "Package" for Improving Physical and Financial Feasibility

The Huntington Drive and Ostrich Farm sites are comparatively generous with respect to parcel size, lot dimension, and do not require lot assembly. Feasibility outcomes noted above could prove more challenging on smaller sites with additional constraints. For this reason, it is important to provide a variety of development standard relaxations which may prove to be of greater use in different situations.

The following recommendations below for standards in the Mixed-Use and Housing Opportunity Overlays, derived from physical and financial feasibility testing, are recommended for inclusion into a package for consideration that will address HCD concerns and comments, as well as align with community values.

Height Limit Modifications are Recommended as Follows:

Increase height limit to a minimum of 55 feet, allowing heights of at least 60 feet with density bonus concession.

Allow height averaging or a similar standard.

The prototypes demonstrate that heights of at least 59 feet must be allowed to accommodate inclusionary housing/density bonus projects of 77-88 du/ac in a financially feasible manner. A 59-foot height corresponds to a comfortable five-story mixed-use development (15-foot-tall commercial ground floor, four 10.5-foot-tall residential floors, and a 2-foot parapet).

The City also seeks to encourage variation in the heights of large projects to better respond to context. The Planning Commission's draft regulation would allow 30% of the building footprint to exceed the height limit by no more than 10 feet, provided that the amount of the building footprint that exceeds the height limit is matched by an equal amount of footprint that is at least 5 feet less than the maximum height. All roofed portions of the building, including overhangs, porches and galleries would be included, as well as elevator overruns and mechanical equipment, and the height of parapets would be applied to adjoining sections of flat roofs.

While density bonus projects require approximately 60 feet, HCD only requires that base development standards accommodate the base density. The Arroyo Group also ran physical feasibility analyses on these two sites without any density bonuses, assuming application of the rest of the recommended development standard package. The studies demonstrate that a 55' height limit could accommodate the base density, using the general structure of the Planning Commission's draft regulation.[2] This height limit would accommodate four-story mixed-use projects, such as the Huntington Drive base density study, as well as those with a combination of four- and five-story elements, as seen in the

[2] If the height limit were proposed at 55 feet, the amount of the building footprint which exceeds the limit should be increased to 40-50% in order to accommodate the Ostrich Farm base density study.

Ostrich Farm base density study. Density bonus projects would then need to use a concession to achieve heights of 60 feet, or greater, if needed.

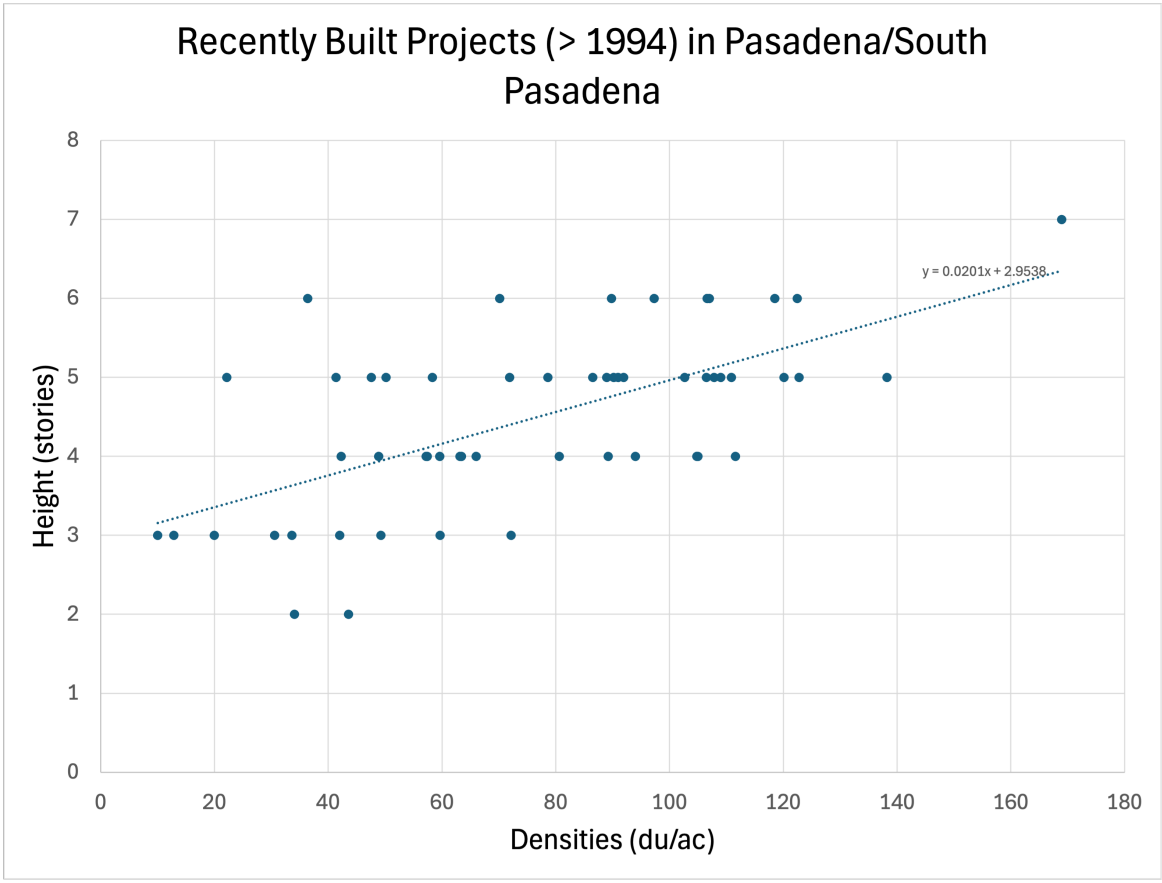


Huntington Drive base density study:
Minimum potential height limit 50’
30% of building footprint at 15’
10% of building footprint at 39’
50% of building footprint at 49’
10% of building footprint at 59’



Ostrich Farm base density study:
Minimum potential height limit 55’
25% of building footprint at 12’-14’
35% of building footprint at 46’-48’
40% of building footprint at 56’-59’

The Arroyo Group also reviewed the heights and densities of multifamily and mixed-use projects built in the last 30 years in Pasadena (which has had high-density zoning since 1994) and South Pasadena. 45 of 54 projects (83%) were five stories or less. The historical trendline projects that 70 du/acre can be accommodated in 4.4 stories, and density bonus projects of up to 100 du/acre can be accommodated within 5.0 stories.



Source: The Arroyo Group, 2025

Setback Requirement Updates are Recommended as Follows:

- *Front, ground-floor residential: 5 ft in CG district, 10 ft in other zones*
- *Front, ground-floor commercial or amenity: 0 – 10 feet*
- *Side: 4 ft minimum for first two floors, 1 ft additional for each floor above the second*
- *Rear: 10 ft minimum, or 5 ft minimum adjacent to alley*

Compliance with setback requirements, including the 20-foot front setback for residential uses, and large side and rear setbacks, pose significant challenges to physical and financial feasibility. The multifamily prototype is challenged by a significant reduction in leasable residential space. During the March 18, 2025, open house, community members expressed a willingness to reduce setback requirements to typical ranges experienced in other communities.

Stepback Requirement Updates are Recommended as Follows:

Eliminate stepback requirements, and develop building articulation requirements through future objective design standards.

Stepback requirements often generate inefficient floor plates on floors affected by the stepback. In the case of the Ostrich Farm prototype, eliminating stepback requirements also allowed for the reduction of the height of the building by one floor on half of the building.

Maximum Lot Coverage and Landscaping Updates are Recommended as Follows:
Eliminate the 70% maximum lot coverage requirement. Relax landscaping standards to: a) allow open spaces to count toward the minimum 20% of site area requirement, b) define landscaping to be able to work on high-density sites, and/or c) change landscaping requirements to require a portion of common open spaces and setbacks be landscaped.

Compliance with 70% maximum lot coverage requirement and 20% landscaping requirements, exclusive of required open space, effectively preclude ground-floor podium parking structures, which reduce costs significantly when compared to subterranean parking. They also reduce leasable space. Lot coverage requirements are not appropriate for dense mixed-use and multifamily development and should be eliminated.

Open Space Requirement Updates are Recommended as Follows:
Reduce required open space to 150 to 200 sf/du per unit.

Compliance with existing Open Space requirements (300 sf/du exclusive of landscaped area) has not been possible given physical constraints. As such, the financial impact of reducing and/or maintaining open space requirements has not been quantified. Additionally, none of the iterations were able to achieve 300 sf/du, even accounting for balconies (not pictured) and including potentially landscaped areas within common open spaces and a limited amount of indoor common recreational space. A requirement of 150 to 200 sf/du is definitely achievable, with the exact amount depending on specific definitions, including whether interior recreational spaces can count toward the requirement.

Building Break Requirement Updates are Recommended as Follows:
Relax building break requirements in one or more of the following ways:

1. *Apply maximum 150-foot building length to primary frontages only. Require the building break to be a minimum of 20 feet wide. West of the intersection of Monterey Road, Pasadena Avenue and Mission Street, require or establish incentives for wider building breaks which preserve pedestrian views to the hillside.*
2. *In addition to #1, allow building break to occur on the second floor and above only, with a minimum break of 15% of the lot width.*
3. *Replace the current maximum building length regulation with a maximum façade length of 100 feet, with a 10'x10' break in between façade segments.*

Currently, all buildings are limited to a maximum 150-foot length, requiring less efficient buildings with multiple circulation cores and a loss of leasable area and also prohibiting efficient ground-floor podium parking layouts. Building break requirements should instead

focus on street-facing facades, principally on the primary street. For the Huntington Drive scenario, “H-Height+1,” “H-Height+2” and “H-Package” all use slightly different building break requirements (#1, #2 and #3). While each of the three options have slightly different financial feasibility impacts, all three are feasible when combined with the other elements of this package.

MARKET ANALYSIS APPENDIX

Assumptions: Market / Financial Analysis

Market Conditions

BAE utilized CoStar to identify local market conditions including average unit size, asking rents, parking ratios, capitalization rates, and other factors. BAE also utilized Redfin to analyze sales of condominiums and townhomes over the most recent 12 month period.

Key Financial Feasibility Assumptions

The information on key assumptions below provide detail on the methodology used for this study to derive total development costs and project values. Developers vary somewhat in the categorization of various project costs, and therefore may describe different cost figures for individual categories. Any variation in the specific costs described below would not likely affect the findings of this analysis provided that the total development costs shown for each of the following proformas are consistent with total development costs for similar projects.

Hard Costs: Hard costs are the costs associated with the physical construction of a building, including all construction materials and labor. For the multifamily rental prototype, this analysis uses a hard cost assumption of roughly $350.00 per square foot of built space, while condominium construction assumes $375.00 per square foot. All pro formas included use a parking hard cost assumption of $50,000 per podium space, and $75,000 per subterranean space.

Soft Costs: This analysis assumes that soft costs are equal to 20 percent of hard costs. This soft cost estimate includes engineering, architecture, financing, and CEQA costs. It also includes City cost-recovery fees for planning, permitting, and entitlements, but does not include impact fees. Impact fees are a separate line item, discussed following.

Impact Fees: Impact fees incorporated into the pro-forma analysis include the South Pasadena School District Impact Fee (multifamily attached), Park Impact Fee, Growth Impact Fee, and Public Art Development Fee for market-rate units.

Market-Rate Residential Rents: This analysis assumes that rental rates for market-rate units will command a premium compared to current rental rates for recently constructed multifamily rental developments in the project area. The analysis assumes that market-rate rents for these prototypes will be approximately $5.70/sf/month for studio units; $4.86/sf/month for one-bedroom units; $4.75/sf/month for two-bedroom units; and $3.85/sf/month for three-bedroom units.

Affordable Residential Rents: The affordable rental rates used in this analysis are based on the income limits published in the California Department of Housing and Community

Development (HCD) 2024 State Income Limits for Los Angeles County. Affordable rents by income category (extremely low income, very low income, low income, etc.) are based on a percentage of the published income limits per HUD guidelines, and include a utility allowance based on published schedules from the Los Angeles County Development Authority.

Capitalization Rate: The capitalization rate is defined as the net operating income that a property generates divided by the estimated value of the property. Capitalization rates are a common metric used to estimate the value of a rental property based on its net operating income, and they vary by property type, location, and other property-specific characteristics. This analysis uses a 4.30 percent capitalization rate to value multifamily rental properties, based on a survey of CoStar.

Table 3: Feasibility Results by Development Standard, Huntington Drive

Description	H-Base	H-Height	H-Height+1	H-Height+2	H-Package
VLI (off Base)	7.5%	7.5%	7.5%	7.5%	7.5%
LI (off Base)	7.5%	7.5%	7.5%	7.5%	7.5%
MI (off Base)	n/a	n/a	n/a	n/a	n/a
Density Bonus	25%	25%	25%	25%	25%
Total Units	**110**	**110**	**110**	**110**	**110**
Avg Studio Size (sf)	480	476	477	449	449
Studio Units	23	22	16	23	15
Avg 1BD Size (sf)	690	704	769	767	767
1BD Units	46	48	43	46	39
Avg 2BD Size (sf)	1000	993	1044	907	907
2BD Units	23	26	36	23	31
Avg 3BD Size (sf)	1189	1194	1269	1,239	1,253
3BD Units	18	14	15	18	25
Average Unit Size (sf)	**803**	**795**	**887**	**806**	**869**
Leasable Residential (sf)	88,319	87,406	97,538	88,620	95,634
Lobby, Circ. and Amenity (sf)	16,710	22,814	22,814	20,323	20,146
Efficiency	**84.1%**	**79.3%**	**81.0%**	**81.3%**	**82.6%**
Open Space (sf)	32,510	25,608	25,608	20,803	20,803
Commercial (sf)	0	4,368	4,368	4,368	4,368
Gross Residential Area (sf)	105,029	110,220	120,352	108,943	115,780
Gross Building Area (sf)	105,029	114,588	124,720	113,311	120,148
Podium Parking	0	90	90	90	80
Subterranean Parking	129	48	48	48	58
Number of Stories	4	5	5	5	5
Height - Average, Max (ft)	45	60-61	57-61	57-60	54-59
Yield on Cost or RLV/acre	4.43%	4.96%	5.10%	5.10%	5.10%
Feasible?	No	No	Marginal	Marginal	Marginal

Table 4: Feasibility Results by Development Standard, Ostrich Farm

Description	O-Height+2	O-Package
VLI (off Base)	n/a	n/a
LI (off Base)	n/a	n/a
MI (off Base)	15%	15%
Density Bonus	10%	10%
Total Units	**81**	**80**
Avg Studio Size (sf)	n/a	n/a
Studio Units	n/a	n/a
Avg 1BD Size (sf)	748	748
1BD Units	32	28
Avg 2BD Size (sf)	1040	1040
2BD Units	32	32
Avg 3BD Size (sf)	1312	1312
3BD Units	17	20
Average Unit Size (sf)	**986**	**1,013**
Leasable Residential (sf)	79,888	81,000
Lobby, Circ. and Amenity (sf)	18,674	17,172
Efficiency	**81.5%**	**82.4%**
Open Space (sf)	17,742	17,680
Commercial (sf)	0	0
Gross Residential Area (sf)	98,562	97,713
Gross Building Area (sf)	98,562	97,713
Podium Parking	69	69
Subterranean Parking	53	51
Number of Stories	Part - 6, Part - 5	5
Height - Average, Max (ft)	62-70	57-60
Yield on Cost or RLV/acre	$4,752,037	$6,639,987
Feasible?	Marginal	Likely

Figure 1: Pro-Forma Analysis: H-Base

Development Program Assumptions

Site Size - acres / square feet	1.28	55,655
Assumed FAR		1.89
Assumed Density (du/ac)		86
"Base" Units		**88**
Total Dwelling Units		**110**
Gross Building Area (sf)		**105,029**
Gross Commercial Area (sf)		**0**
Gross Residential Area (sf)		105,029
Circulation (% / sf)	16%	**16,710**
Open Space (sf)		32,510
Net Residential Area (sf)		**88,319**
Avg. Unit Size (sf)		803
Total Parking Spaces		129
Surface Spaces		0
Podium Spaces		0
Underground Spaces		129
Commercial Allocation		0
Residential Allocation		129
Residential Parking (spaces/res unit)		1.17
Commercial Parking (spaces/1,000 sf.)		0.00

Unit Mix and Affordability Breakdown (off Base)

VLI (% - count)	7.5%	7
LI (% - count)	7.5%	7
MI (% - count)	0.0%	0
Market Rate (% - count)	85.0%	96

Unit Mix	(%)	VLI (#)	LI (#)	MI (#)	Market (#)
Studio	20%	1	1	0	19
1-BR	44%	3	3	0	42
2-BR	24%	2	2	0	23
3-BR	13%	1	1	0	12
All Units	100%	7	7	0	96

Cost and Income Assumptions

Construction	
Site Prep Costs (per site sf)	$25
Open Space Costs (per sf)	$55
Residential Hard Cost (per gross sf)	$318
Commercial Hard Cost (per gross sf)	$383
Podium Parking Cost (per space)	$50,000
Underground Parking Cost (per space)	$75,000
Soft Costs (% of hard costs)	20%
Impact Fees (per unit)	$13,444
Impact Fees (per sf commercial)	$0.78
Developer Profit (% of hard and soft)	10%
Financing	
MR Loan-to-Cost	65%
Loan Fees	2%
Drawdown Factor	65%
Interest rate	6.1%
Loan Term (months)	36

Revenues and Expenses (d)

	VLI	LI	MI	Market
Studio	$1,013	$1,742	$1,862	$2,736
1-BR	$1,154	$1,988	$2,126	$3,354
2-BR	$1,295	$2,233	$2,386	$4,749
3-BR	$1,425	$2,465	$2,637	$4,990

Commercial Revenue ($/sf)	$3.23
Vacancy Rate, Residential	5.0%
Vacancy Rate, Retail	5.0%
OpEx (% gross revenues)	30%
Cap. Rate (Multifamily)	4.30%
Cap. Rate (Retail)	5.5%

Development Cost Analysis

Hard Costs	**Residential**	**Commercial**	**Total**
Site Preparation	$1,391,375	$0	$1,391,375
Hard Construction	$33,397,121	$0	$33,397,121
Open Space	$1,788,050	$0	$1,788,050
Parking	$9,675,000	$0	$9,675,000
Soft Costs	$9,250,309	$0	$9,250,309
Impact Fees	$1,478,808	$0	$1,478,808
Subtotal, Hard + Soft	$56,980,664	$0	$56,980,664
Const. Loan Fees	$740,749	$0	$740,749
Const. Loan Interest	$4,398,380	$0	$4,398,380
Developer Profit	$5,698,066	$0	$5,698,066
Total Development Costs	**$67,817,859**	**$0**	**$67,817,859**

Valuation Analysis

Gross Scheduled Rents	$4,621,021	$0	$4,621,021
Less: Vacancy	($231,051)	$0	($231,051)
Less: Operating Expenses	($1,386,306)	$0	($1,386,306)
Net Operating Income	**$3,003,664**	**$0**	**$3,003,664**
Capitalized Project Value	$69,852,650	$0	$69,852,650
Less: Development Costs	($67,817,859)	$0	($67,817,859)
Residual Land Value	**$2,034,791**	**$0**	**$2,034,791**
RLV/Acre	***$1,592,588***	***$0***	***$1,592,588***
Yield on Cost (NOI/Costs)			*4.43%*

Sources: CoStar, 2025; California Housing and Community Development (HCD) 2024; BAE, 2025.

Figure 2: Pro-Forma Analysis: H-Height

Development Program Assumptions

Site Size - acres / square feet	1.28	55,655
Assumed FAR		2.06
Assumed Density (du/ac)		86
"Base" Units		**88**
Total Dwelling Units		**110**
Gross Building Area (sf)		**114,588**
Gross Commercial Area (sf)		4,368
Gross Residential Area (sf)		110,220
Circulation (% / sf)	20.7%	**22,814**
Open Space (sf)		25,608
Net Residential Area (sf)		**87,406**
Avg. Unit Size (sf)		795
Total Parking Spaces		138
Surface Spaces		0
Podium Spaces		90
Underground Spaces		48
Commercial Allocation		11
Residential Allocation		127
Residential Parking (spaces/res unit)		*1.15*
Commercial Parking (spaces/1,000 sf.)		*2.5*

Unit Mix and Affordability Breakdown (off Base)

VLI (% - count)	7.5%	7
LI (% - count)	7.5%	7
MI (% - count)	0.0%	0
Market Rate (% - count)	85.0%	96

Unit Mix	(%)	VLI (#)	LI (#)	MI (#)	Market (#)
Studio	20%	1	1	0	19
1-BR	44%	3	3	0	42
2-BR	24%	2	2	0	23
3-BR	13%	1	1	0	12
All Units	100%	7	7	0	96

Cost and Income Assumptions

Construction	
Site Prep Costs (per site sf)	$25
Open Space Costs (per sf)	$55
Residential Hard Cost (per gross sf)	$318
Commercial Hard Cost (per gross sf)	$383
Podium Parking Cost (per space)	$50,000
Underground Parking Cost (per space)	$75,000
Soft Costs (% of hard costs)	20%
Impact Fees (per unit)	$14,108
Impact Fees (per sf commercial)	$0.78
Developer Profit (% of hard and soft)	10%
Financing	
MR Loan-to-Cost	65%
Loan Fees	2%
Drawdown Factor	65%
Interest rate	6.1%
Loan Term (months)	36

Revenues and Expenses

	VLI	LI	MI	Market
Studio	$1,013	$1,742	$1,862	$2,714
1-BR	$1,154	$1,988	$2,126	$3,422
2-BR	$1,295	$2,233	$2,386	$4,716
3-BR	$1,425	$2,465	$2,637	$5,011

Commercial Revenue ($/sf)	$3.23
Vacancy Rate, Residential	5.0%
Vacancy Rate, Retail	5.0%
OpEx (% gross revenues)	30%
Retail OpEx (% gross revenues NNN)	5%
Cap. Rate (Multifamily)	4.30%
Cap. Rate (Retail)	5.5%

Development Cost Analysis

Hard Costs	Residential	Commercial	Total
Site Preparation	$1,338,337	$53,038	$1,391,375
Hard Construction	$35,047,756	$1,672,944	$36,720,700
Open Space	$1,354,751	$53,689	$1,408,440
Parking	$7,550,000	$550,000	$8,100,000
Soft Costs	$9,058,169	$465,934	$9,524,103
Impact Fees	$1,551,898	$3,407	$1,555,305
Subtotal, Hard + Soft	$55,900,910	$2,799,012	$58,699,922
Const. Loan Fees	$726,712	$36,387	$763,099
Const. Loan Interest	$4,315,033	$216,058	$4,531,091
Developer Profit	$5,590,091	$279,901	$5,869,992
Total Development Costs	**$66,532,746**	**$3,331,358**	**$69,864,104**

Valuation Analysis

Gross Scheduled Rents	$4,643,967	$169,304	$4,813,271
Less: Vacancy	($232,198)	($8,465)	($240,664)
Less: Operating Expenses	($1,393,190)	($8,465)	($1,401,655)
Net Operating Income	**$3,018,579**	**$152,373**	**$3,170,952**
Capitalized Project Value	$70,199,504	$2,770,424	$72,969,927
Less: Development Costs	($66,532,746)	($3,331,358)	($69,864,104)
Residual Land Value	**$3,666,757**	**($560,934)**	**$3,105,823**
RLV/Acre	***$2,869,894***	***($439,031)***	***$2,430,862***
Yield on Cost (NOI/Costs)			*4.96%*

Sources: CoStar, 2025; California Housing and Community Development (HCD) 2024; BAE, 2025.

Figure 3: Pro-Forma Analysis: H-Height+1

Development Program Assumptions

Site Size - acres / square feet	1.28	55,655
Assumed FAR		2.24
Assumed Density (du/ac)		86
"Base" Units		**88**
Total Dwelling Units		**110**
Gross Building Area (sf)		**124,720**
Gross Commercial Area (sf)		**4,368**
Gross Residential Area (sf)		120,352
Circulation (% / sf)	19.0%	**22,814**
Open Space (sf)		22,814
Net Residential Area (sf)		**97,538**
Avg. Unit Size (sf)		887
Total Parking Spaces		138
Surface Spaces		0
Podium Spaces		90
Underground Spaces		48
Commercial Allocation		11
Residential Allocation		127
Residential Parking (spaces/res unit)		1.15
Commercial Parking (spaces/1,000 sf.)		2.52

Unit Mix and Affordability Breakdown (off Base)

VLI (% - count)	7.5%	7
LI (% - count)	7.5%	7
MI (% - count)	0.0%	0
Market Rate (% - count)	85.0%	96

Unit Mix	(%)	VLI (#)	LI (#)	MI (#)	Market (#)
Studio	15%	1	1	0	14
1-BR	39%	3	3	0	38
2-BR	33%	2	2	0	31
3-BR	14%	1	1	0	13
All Units	100%	7	7	0	96

Cost and Income Assumptions

Construction	
Site Prep Costs (per site sf)	$25
Open Space Costs (per sf)	$55
Residential Hard Cost (per gross sf)	$318
Commercial Hard Cost (per gross sf)	$383
Podium Parking Cost (per space)	$50,000
Underground Parking Cost (per space)	$75,000
Soft Costs (% of hard costs)	20%
Impact Fees (per unit)	$15,405
Impact Fees (per sf commercial)	$0.78
Developer Profit (% of hard and soft)	10%
Financing	
MR Loan-to-Cost	65%
Loan Fees	2%
Drawdown Factor	65%
Interest rate	6.1%
Loan Term (months)	36

Revenues and Expenses (d)

	VLI	LI	MI	Market
Studio	$1,013	$1,742	$1,862	$2,719
1-BR	$1,154	$1,988	$2,126	$3,738
2-BR	$1,295	$2,233	$2,386	$4,958
3-BR	$1,425	$2,465	$2,637	$5,326

Commercial Revenue ($/sf)	$3.23
Vacancy Rate, Residential	5.0%
Vacancy Rate, Retail	5.0%
Res OpEx (% gross revenues)	30%
Retail OpEx (% gross revenues NNN)	5%
Cap. Rate (Multifamily)	4.30%
Cap. Rate (Retail)	5.5%

Development Cost Analysis

Hard Costs	**Residential**	**Commercial**	**Total**
Site Preparation	$1,342,646	$48,729	$1,391,375
Hard Construction	$38,269,529	$1,672,944	$39,942,473
Open Space	$1,210,825	$43,945	$1,254,770
Parking	$7,550,000	$550,000	$8,100,000
Soft Costs	$9,674,600	$463,124	$10,137,724
Impact Fees	$1,694,556	$3,407	$1,697,963
Subtotal, Hard + Soft	$59,742,156	$2,782,149	$62,524,305
Const. Loan Fees	$776,648	$36,168	$812,816
Const. Loan Interest	$4,611,542	$214,756	$4,826,298
Developer Profit	$5,974,216	$278,215	$6,252,430
Total Development Costs	**$71,104,561**	**$3,311,288**	**$74,415,849**

Valuation Analysis

Gross Scheduled Rents	$5,113,950	$169,304	$5,283,254
Less: Vacancy	($255,698)	($8,465)	($264,163)
Less: Operating Expenses	($1,534,185)	($8,465)	($1,542,650)
Net Operating Income	**$3,324,068**	**$152,373**	**$3,476,441**
Capitalized Project Value	$77,303,898	$2,770,424	$80,074,322
Less: Development Costs	($71,104,561)	($3,311,288)	($74,415,849)
Residual Land Value	**$6,199,337**	**($540,864)**	**$5,658,472**
RLV/Acre	***$4,852,091***	***($423,323)***	***$4,428,768***
Yield on Cost (NOI/Costs)			*5.10%*

Sources: CoStar, 2025; California Housing and Community Development (HCD) 2024; BAE, 2025.

Figure 4: Pro-Forma Analysis: H-Height+2

Development Program Assumptions

Site Size - acres / square feet	1.28	55,655
Assumed FAR		2.04
Assumed Density (du/ac)		86
"Base" Units		**88**
Total Dwelling Units		**110**
Gross Building Area (sf)		**113,311**
Gross Commercial Area (sf)		**4,368**
Gross Residential Area (sf)		108,943
Circulation (% / sf)	18.7%	**20,323**
Open Space (sf)		20,803
Net Residential Area (sf)		**88,620**
Avg. Unit Size (sf)		806
Total Parking Spaces		138
Surface Spaces		0
Podium Spaces		90
Underground Spaces		48
Commercial Allocation		11
Residential Allocation		127
Residential Parking (spaces/res unit)		1.15
Commercial Parking (spaces/1,000 sf.)		2.52

Unit Mix and Affordability Breakdown (off Base)

VLI (% - count)	7.5%	7
LI (% - count)	7.5%	7
MI (% - count)	0.0%	0
Market Rate (% - count)	85.0%	96

Unit Mix	(%)	VLI (#)	LI (#)	MI (#)	Market (#)
Studio	21%	1	1	0	20
1-BR	42%	3	3	0	40
2-BR	21%	2	2	0	20
3-BR	16%	1	1	0	16
All Units	100%	7	7	0	96

Cost and Income Assumptions

Construction	
Site Prep Costs (per site sf)	$25
Open Space Costs (per sf)	$55
Residential Hard Cost (per gross sf)	$318
Commercial Hard Cost (per gross sf)	$383
Podium Parking Cost (per space)	$50,000
Underground Parking Cost (per space)	$75,000
Soft Costs (% of hard costs)	20%
Impact Fees (per unit)	$13,945
Impact Fees (per sf commercial)	$0.78
Developer Profit (% of hard and soft)	10%
Financing	
MR Loan-to-Cost	65%
Loan Fees	2%
Drawdown Factor	65%
Interest rate	6.1%
Loan Term (months)	36

Revenues and Expenses (d)

	VLI	LI	MI	Market
Studio	$1,013	$1,742	$1,862	$2,560
1-BR	$1,154	$1,988	$2,126	$3,728
2-BR	$1,295	$2,233	$2,386	$4,307
3-BR	$1,425	$2,465	$2,637	$5,200

Commercial Revenue ($/sf)	$3.23
Vacancy Rate, Residential	5.0%
Vacancy Rate, Retail	5.0%
Res OpEx (% gross revenues)	30%
Retail OpEx (% gross revenues NNN)	5%
Cap. Rate (Multifamily)	4.30%
Cap. Rate (Retail)	5.5%

Development Cost Analysis

Hard Costs	**Residential**	**Commercial**	**Total**
Site Preparation	$1,337,739	$53,636	$1,391,375
Hard Construction	$34,641,695	$1,672,944	$36,314,639
Open Space	$1,100,059	$44,106	$1,144,165
Parking	$7,550,000	$550,000	$8,100,000
Soft Costs	$8,925,899	$464,137	$9,390,036
Impact Fees	$1,533,917	$3,407	$1,537,324
Subtotal, Hard + Soft	$55,089,309	$2,788,230	$57,877,539
Const. Loan Fees	$716,161	$36,247	$752,408
Const. Loan Interest	$4,252,385	$215,226	$4,467,611
Developer Profit	$5,508,931	$278,823	$5,787,754
Total Development Costs	**$65,566,786**	**$3,318,526**	**$68,885,312**

Valuation Analysis

Gross Scheduled Rents	$4,713,463	$169,304	$4,882,767
Less: Vacancy	($235,673)	($8,465)	($244,138)
Less: Operating Expenses	($1,414,039)	($8,465)	($1,422,504)
Net Operating Income	**$3,063,751**	**$152,373**	**$3,216,125**
Capitalized Project Value	$71,250,029	$2,770,424	$74,020,453
Less: Development Costs	($65,566,786)	($3,318,526)	($68,885,312)
Residual Land Value	**$5,683,243**	**($548,102)**	**$5,135,141**
RLV/Acre	***$4,448,155***	***($428,988)***	***$4,019,167***
Yield on Cost (NOI/Costs)			*5.10%*

Sources: CoStar, 2025; California Housing and Community Development (HCD) 2024; BAE, 2025.

Figure 5: Pro-Forma Analysis: H-Package

Development Program Assumptions

Site Size - acres / square feet	1.28	55,655
Assumed FAR		2.16
Assumed Density (du/ac)		86
"Base" Units		**88**
Total Dwelling Units		**110**
Gross Building Area (sf)		**120,148**
Gross Commercial Area (sf)		**4,368**
Gross Residential Area (sf)		115,780
Circulation (% / sf)	17.4%	**20,146**
Open Space (sf)		20,803
Net Residential Area (sf)		**95,634**
Avg. Unit Size (sf)		869
Total Parking Spaces		138
Surface Spaces		0
Podium Spaces		80
Underground Spaces		58
Commercial Allocation		11
Residential Allocation		127
Residential Parking (spaces/res unit)		1.15
Commercial Parking (spaces/1,000 sf.)		2.52

Unit Mix and Affordability Breakdown (off Base)

VLI (% - count)	7.5%	7
LI (% - count)	7.5%	7
MI (% - count)	0.0%	0
Market Rate (% - count)	85.0%	96

Unit Mix	(%)	VLI (#)	LI (#)	MI (#)	Market (#)
Studio	14%	1	1	0	13
1-BR	35%	2	2	0	34
2-BR	28%	2	2	0	27
3-BR	23%	2	2	0	22
All Units	100%	7	7	0	96

Cost and Income Assumptions

Construction	
Site Prep Costs (per site sf)	$25
Open Space Costs (per sf)	$55
Residential Hard Cost (per gross sf)	$318
Commercial Hard Cost (per gross sf)	$383
Podium Parking Cost (per space)	$50,000
Underground Parking Cost (per space)	$75,000
Soft Costs (% of hard costs)	20%
Impact Fees (per unit)	$14,820
Impact Fees (per sf commercial)	$0.78
Developer Profit (% of hard and soft)	10%
Financing	
MR Loan-to-Cost	65%
Loan Fees	2%
Drawdown Factor	65%
Interest rate	6.1%
Loan Term (months)	36

Revenues and Expenses (d)

	VLI	LI	MI	Market
Studio	$1,013	$1,742	$1,862	$2,560
1-BR	$1,154	$1,988	$2,126	$3,728
2-BR	$1,295	$2,233	$2,386	$4,307
3-BR	$1,425	$2,465	$2,637	$5,200

Commercial Revenue ($/sf)	$3.23
Vacancy Rate, Residential	5.0%
Vacancy Rate, Retail	5.0%
Res OpEx (% gross revenues)	30%
Retail OpEx (% gross revenues NNN)	5%
Cap. Rate (Multifamily)	4.30%
Cap. Rate (Retail)	5.5%

Development Cost Analysis

Hard Costs	**Residential**	**Commercial**	**Total**
Site Preparation	$1,340,791	$50,584	$1,391,375
Hard Construction	$36,815,724	$1,672,944	$38,488,668
Open Space	$1,102,569	$41,596	$1,144,165
Parking	$7,800,000	$550,000	$8,350,000
Soft Costs	$9,411,817	$463,025	$9,874,842
Impact Fees	$1,630,182	$3,407	$1,633,589
Subtotal, Hard + Soft	$58,101,084	$2,781,556	$60,882,640
Const. Loan Fees	$755,314	$36,160	$791,474
Const. Loan Interest	$4,484,866	$214,710	$4,699,577
Developer Profit	$5,810,108	$278,156	$6,088,264
Total Development Costs	**$69,151,372**	**$3,310,582**	**$72,461,954**

Valuation Analysis

Gross Scheduled Rents	$4,975,176	$169,304	$5,144,480
Less: Vacancy	($248,759)	($8,465)	($257,224)
Less: Operating Expenses	($1,492,553)	($8,465)	($1,501,018)
Net Operating Income	**$3,233,864**	**$152,373**	**$3,386,238**
Capitalized Project Value	$75,206,149	$2,770,424	$77,976,573
Less: Development Costs	($69,151,372)	($3,310,582)	($72,461,954)
Residual Land Value	**$6,054,776**	**($540,158)**	**$5,514,618**
RLV/Acre	***$4,738,946***	***($422,770)***	***$4,316,176***
Yield on Cost (NOI/Costs)			*5.10%*

Sources: CoStar, 2025; California Housing and Community Development (HCD) 2024; BAE, 2025.

Figure 6: Pro-Forma Analysis: O-Height+2

Development Program Assumptions

Site Size - acres / square feet	1.04	45,395
Assumed FAR		2.17
Assumed Density (du/ac)		78
"Base" Units		72
Total Dwelling Units		**81**
Gross Building Area (sf)		98,562
Gross Commercial Area (sf)		0
Gross Residential Area (sf)		98,562
Circulation (% / sf)	18.5%	18,215
Open Space (sf)		17,742
Net Residential Area (manual calc) (sf)		**79,888**
Avg. Unit Size (sf)		986
Total Parking Spaces		122
Surface Spaces		0
Podium Spaces		69
Underground Spaces		53
Residential Parking (spaces/res unit)		*1.5*

Unit Mix and Affordability Breakdown

VLI (% - count)	0.0%	0
LI (% - count)	0.0%	0
MI (% - count)	15.0%	11
Market Rate (% - count)	85.0%	70

Unit Mix	(%)	VLI (#)	LI (#)	MI (#)	Market (#)
Studio	0%	0	0	0	0
1-BR	40%	0	0	4	27
2-BR	40%	0	0	5	28
3-BR	21%	0	0	2	15
All Units	100%	0	0	11	70

Cost and Income Assumptions

Construction	
Site Prep Costs (per site sf)	$25
Open Space Costs (per sf)	$55
Residential Hard Cost (per gross sf)	$376
Podium Parking Cost (per space)	$50,000
Underground Parking Cost (per space)	$75,000
Soft Costs (% of hard costs)	20%
Impact Fees (per unit)	$17,133
IHO In-Lieu Fee (per unit)	$0
Developer Profit (% of hard and soft)	10%
Financing	
MR Loan-to-Cost	65%
Loan Fees	2%
Drawdown Factor	65%
Interest rate	6.1%
Loan Term (months)	36

Revenues and Expenses

	Moderate Income	Market Rate
Studio	$244,037	N/A
1-BR	$285,004	$794,647
2-BR	$325,692	$1,129,172
3-BR	$366,659	$1,358,694

Marketing + Sales Costs	5%

Development Cost Analysis

Hard Costs	
Site Preparation	$1,134,875
Hard Construction	$37,027,476
Open Space	$975,810
Parking	$7,425,000
Soft Costs	$9,312,632
Impact Fees	$1,387,753
IHO In-Lieu Fee	$0
Subtotal, Hard + Soft	$57,263,547
Const. Loan Fees	$744,426
Const. Loan Interest	$4,420,216
Developer Profit	$5,726,355
Total Development Costs	**$68,154,544**

Valuation Analysis

Projected Revenue	
Sales from Market Rate Units	$73,452,694
Sales from Moderate Income Units	$3,501,794
Total Gross Revenue	**$76,954,488**
Less Marketing/Sales/Admin Costs	**($3,847,724)**
Net Residual Land Value	**$4,952,220**
per acre	$4,752,037

Sources: Redfin, 2025; California Housing and Community Development (HCD) 2024; BAE, 2025.

Figure 7: Pro-Forma Analysis: O-Package

Development Program Assumptions

Site Size - acres / square feet	1.04	45,395
Assumed FAR		2.15
Assumed Density (du/ac)		77
"Base" Units		72
Total Dwelling Units		**80**
Gross Building Area (sf)		97,713
Gross Commercial Area (sf)		0
Gross Residential Area (sf)		97,713
Circulation (% / sf)	17.6%	17,172
Open Space (sf)		17,680
Net Residential Area (manual calc) (sf)		**81,000**
Avg. Unit Size (sf)		1,013
Total Parking Spaces		120
Surface Spaces		0
Podium Spaces		69
Underground Spaces		51
Residential Parking (spaces/res unit)		*1.5*

Unit Mix and Affordability Breakdown

VLI (% - count)	0.0%	0
LI (% - count)	0.0%	0
MI (% - count)	15.0%	11
Market Rate (% - count)	85.0%	69

Unit Mix	(%)	VLI (#)	LI (#)	MI (#)	Market (#)
Studio	0%	0	0	0	0
1-BR	35%	0	0	4	24
2-BR	40%	0	0	4	28
3-BR	25%	0	0	3	17
All Units	100%	0	0	11	69

Cost and Income Assumptions

Construction	
Site Prep Costs (per site sf)	$25
Open Space Costs (per sf)	$55
Residential Hard Cost (per gross sf)	$366
Podium Parking Cost (per space)	$50,000
Underground Parking Cost (per space)	$75,000
Soft Costs (% of hard costs)	20%
Impact Fees (per unit)	$17,197
IHO In-Lieu Fee (per unit)	$0
Developer Profit (% of hard and soft)	10%
Financing	
MR Loan-to-Cost	65%
Loan Fees	2%
Drawdown Factor	65%
Interest rate	6.1%
Loan Term (months)	36

Revenues and Expenses

	Moderate Income	Market Rate
Studio	$244,037	N/A
1-BR	$285,004	$773,917
2-BR	$325,692	$1,129,172
3-BR	$366,659	$1,358,694

Marketing + Sales Costs	5%

Development Cost Analysis

Hard Costs	
Site Preparation	$1,134,875
Hard Construction	$35,731,397
Open Space	$972,400
Parking	$7,275,000
Soft Costs	$9,022,734
Impact Fees	$1,375,799
IHO In-Lieu Fee	$0
Subtotal, Hard + Soft	$55,512,205
Const. Loan Fees	$721,659
Const. Loan Interest	$4,285,029
Developer Profit	$5,551,221
Total Development Costs	**$66,070,113**

Valuation Analysis

Projected Revenue	
Sales from Market Rate Units	$73,288,624
Sales from Moderate Income Units	$3,542,761
Total Gross Revenue	**$76,831,384**
Less Marketing Costs	**($3,841,569)**
Net Residual Land Value	**$6,919,702**
per acre	$6,639,987

Sources: CoStar, 2025; California Housing and Community Development (HCD) 2024; BAE, 2025.

ADDENDUM TO THE
PROGRAM ENVIRONMENTAL IMPACT REPORT

FOR
General Plan and Downtown Specific Plan Update & 2021–2029 Housing Element Implementation Programs

Prepared for

City of South Pasadena

July 2025

Prepared by

Community Development Department
City of South Pasadena

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ADDENDUM TO THE
PROGRAM ENVIRONMENTAL IMPACT REPORT
FOR
General Plan and Downtown Specific Plan Update & 2021–2029 Housing Element Implementation Programs

Purpose

This Addendum is prepared to augment the previously adopted Program Environmental Impact Report (PEIR) that was certified by the City Council of the City of South Pasadena on September 18, 2023 for the General Plan and Downtown Specific Plan Update & 2021–2029 Housing Element Implementation Programs (henceforth referred to as the "GP/DTSP/ZC"). The previously adopted PEIR is hereinafter referred to as "the PEIR". This Addendum, together with the above-mentioned PEIR, serves as the environmental review of the proposed project, known generally as the **GP/DTSP/ZC/ZM Amendments** (collectively the "Amendments"), ("GP": encompassing amendments to two General Plan Elements, the Land Use Element and the Housing Element; "DTSP", the Downtown Specific Plan; and ZC, South Pasadena Municipal Code Chapter 36 (Zoning) and more fully described below, as required pursuant to the provisions of the California Environmental Quality Act (CEQA), Public Resources Code Section 21000 *et seq.* and the State and CEQA Guidelines.

Pursuant to the provisions of CEQA and the State and local CEQA Guidelines, the City of South Pasadena is the Lead Agency and is charged with the responsibility of deciding whether or not to approve the proposed Amendments. As part of the decision-making process, the City is required to review and consider the potential environmental effects that could result from the modification of the project analyzed in the previously adopted PEIR.

1. The Previously Approved Project

The PEIR was previously prepared for the General Plan and Downtown Specific Plan Update & 2021–2029 Housing Element Implementation Programs ("GP/DTSP/ZC"), which was approved and certified by the City Council on September 27, 2023.

2. The Previous PEIR

The PEIR analyzed the potential environmental impacts of the GP/DTSP/ZTA. The PEIR determined that, as a growth-inducing set of planning policies, each of the environmental categories examined as relevant to the City could have potentially significant impacts. With respect to those potentially significant impacted areas and resources, the PEIR identified feasible mitigation measures for most impacts, for example grading and construction monitoring measures. However, it was determined that unavoidable significant adverse impacts would result in the categories of Aesthetics, Air Quality, Cultural Resources, Greenhouse Gas Emissions, Noise, and Population and Housing. A Statement of Overriding Considerations (SOC) was adopted together with certification of the PEIR on September 27, 2023.

3. Actions Subsequent to the Adoption of the PEIR

Subsequent to the certification of the PEIR on September 27, 2023, and the approval of GP/DTSP/ZC the City now desires to make modifications and revisions to the policy documents in order to complete the zoning following the voters' approval of Measure SP in the November 2024 election, which repealed a 1983 ballot initiative's restrictions on heights citywide, allowing the Council to set new height limits that are consistent with allowable densities.

Accordingly, this Addendum to the PEIR was prepared to consider the impacts associated with the modifications and changes to these policy documents. This Addendum focuses on the changes between the project as previously evaluated and approved, and the modifications that are now recommended for adoption.

4. Project Changes Addressed in this Addendum

The General Plan Land Use Element, the 6th Cycle General Plan Housing Element, the Downtown Specific Plan, and amendments to the Zoning Ordinance to implement the policies as set forth in these documents were previously adopted following certification of the PEIR that analyzed the proposed actions and their potential for environmental impacts under CEQA.

At this time, following the voters' approval of Measure SP, the City Council is authorized to establish density and height thresholds commensurate with the intent of the Housing Element, and to modify density and development standards in order to be more consistent with the RHNA. The Amendments included in the current project would slightly reduce the density in areas within the DTSP (the National Register Historic District and Mission Street West of Orange Grove from 70 dwelling units (du)/acre to 50 du/acre, and Fair Oaks - Downtown from 110 du/acre to 90 du/acre), increase residential density at certain large congregational and private school sites to 50 du/acre, and reduce the area in the RM zone covered by the Housing Overlay Zone, while increasing heights in zoning districts with densities of more than 50 du/acre and in all districts within the DTSP. The proposed heights, which are based on feasibility analysis completed by project consultants, are as follows:

Maximum Density	Maximum Height
50 du/acre	50 feet
70 du/acre	60 feet
90 du/acre	70 feet

The certified Housing Element considered larger height increases at the time of the original project, which could not be implemented due to the 1983 ballot measure restrictions, which have now been repealed. Further, under current regulations, projects utilizing the provisions of State Density Bonus Law very likely could have been entitled to heights that are similar to those that would be allowed by the proposed height regulations.

The following summarizes the proposed Amendments in this project:

1. GP Land Use Element
   Sync proposed heights for consistency with the Zoning Code and DTSP amendments, and other consistency revisions.

2. GP Housing Element
   Correct Table VI-51 (which is now Table VI-53 in the Housing Element Amendments) regarding RHNA compliance; minor updates to other sections including describing public outreach related to the amendment process.
   a. The Executive Summary and Section 6.2.4 (Public Participation) have been updated to reflect the additional public participation in the amendment process.
   b. Table VI-51 (now proposed Table VI-53) is replaced with a corrected listing of sites, with assumptions explaining the capacity-estimation formula. The correction better aligns the sites identified for RHNA compliance with the PEIR assumptions, and scales back the number of properties, including by removing many properties zoned RM that were previously included, except for some along Huntington Drive.
   c. Program 2.n has been updated with a note on Ballot Measure SP, which was approved by voters to remove the citywide height cap.
   d. Programs 2.j and 2.k are being removed from the element because they were superseded by Program 3.a, which has been implemented.

3. Downtown Specific Plan
New heights; adjust densities in the Fair Oaks Avenue Zone and western end of Mission Street; ; remove references to 1983 Ballot Initiative restrictions; update various development standards to enhance development potential and project design elements, including, but not limited to:

- *private and shared open space standards*
- *courtyard standards*
- *parking design standards*
- *height standards for the use districts as noted above*
- *setbacks*
- *building placement*

4. Zoning Code:
Adjust Mixed-Use Overlay District Development Standards including heights; add height for Housing Opportunity Overlay Zone; clarify rooftop features that may exceed height limits and allow height averaging , add a CF-50 zoning district to allow higher intensity multi-family housing on religious congregation and private school sites larger than two acres in size; and adjustment to various development standards including:

- *residential and commercial setbacks*
- *residential private and common open space requirements and minimum*

dimensions

- *mixed-use lot size and dimension standards,*
- *mixed-use height and height averaging, façade length, and entry design standards, residential use setback standards, parking location and design standards, common and private open space standards and requirements,*
- *allowances for projections into setbacks for stoops*

5. Zoning Map: Reduce the area covered by the Housing Opportunity Overlay Zone by removing the overlay from applying to RM zoning districts identified on the current Zoning Map except for certain RM zoned parcels along Huntington Drive, and adding new CF-50 designation to applicable properties.

5. Required Findings for Use of an Addendum

Section 15164 of the State CEQA Guidelines states that an Addendum to an earlier Mitigated Negative Declaration or EIR shall be prepared if some changes or additions are necessary to the previously adopted document, but none of the conditions described in Section 15162 calling for preparation of a subsequent Mitigated Negative Declaration or EIR have occurred. Section 15162 of the State CEQA Guidelines identifies the conditions that require preparation of a subsequent EIR. A proposed change in a project will require preparation of a subsequent environmental document if:

A. The change in the project is substantial.

Substantial changes in the project are those that would require major revision of the previous environmental document due to the involvement of new significant environmental effects, or if a substantial increase in the severity of previously identified significant effects has occurred.

B. The circumstances under which the project is undertaken have substantially changed.

Substantial changes in circumstances are those defined as those that would require major revisions of the previous environmental document in order to describe and analyze new significant environmental effects, or any changes that would cause a substantial increase in the severity of the previously identified significant effects.

C. New information of substantial importance, which was not known and could have not been known, with the exercise of reasonable diligence at the time the previous environmental document was approved, shows:

(1) The project will have one or more significant effects not discussed in the previous environmental document;

(2) The significant effects previously examined will be substantially more severe than identified in the previous environmental document;

(3) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponent declines to adopt the mitigation measures or alternatives; or

(4) Mitigation measures or alternatives that are considerably different from those analyzed in the previous environmental document would substantially reduce one or more significant effects on the environment, but the project proponent declines to adopt the mitigation measures or alternatives.

If none of the above conditions are met, the City may prepare an Addendum in order to make minor changes to the previously certified Environmental Impact Report and to document the City's analysis as to why no further environmental review is required.

In performing the required analysis and determining that the criteria is met for use of an addendum, this Addendum relies on use of a Modified Environmental Checklist Form, as suggested in Section 15063(d)(3) of the State CEQA Guidelines. Section 7 of this document contains the Modified Environmental Checklist Form and explains the basis for each response to the questions on that Form. This Addendum has evaluated each of the changes to the GP/DTSP/ZTA between the adoption of these documents in September 2023 and the current proposed height, density and development standards to support housing development now presented and measures the impacts of those changes against the checklist of questions presented in Section 7 of this document.

Based on this analysis and the information contained in this Addendum, there is no evidence that the proposed project requires major changes to the PEIR. Comparison of the previous project with the proposed Amendments project indicates that there are no significant new environmental impacts associated with implementation of Amendments. In addition, there is no substantial evidence that the circumstances under which the project is undertaken have substantially changed and there is no evidence of new or more severe environmental impacts arising out of the Amendments to the policy documents. The Amendments to these policy documents are considered in the same context of compliance with the City's Regional Housing Needs Assessment (RHNA), as it has been allocated to require planning for additional housing development amid a statewide housing shortage.

6. Evaluation of Environmental Impacts

As indicated above, the Modified Environmental Checklist Form included in Section 7 of this Addendum was used to identify the potential environmental effects of the proposed project changes. Each project change was referenced against the standard environmental categories listed in Appendix G of the State CEQA Guidelines. A summary of the reasons why an Addendum is appropriate in this situation, are set forth below:

GP Land Use Element
The proposed height maximums in the Amendments project are consistent with, or lower than, the contemplated heights in the adopted Housing element, and comparable to what could be achieved through density bonus law, and thus are within the range anticipated in the PEIR. The heights were not included in the adopted General Plan because doing so was precluded by the

restrictions of the 1983 Ballot Initiative, which has now been superseded by Measure SP, as adopted by the voters. Although specific increased heights are proposed, buildings of similar height could have been entitled through State Density Bonus Law, which larger multi-family residential and mixed-use projects would be eligible for in light of the City's inclusionary housing requirements. Meeting the City's 15% inclusionary housing requirement would make projects with 10 or more units eligible for density bonus, including the potential for concession or waivers of development standards, including height limitation. Thus the Amendments, while clarifying and establishing seemingly more generous height standards, do not substantially change potential building height that could be allowed under current regulations. In the Fair Oaks Corridor and western portion of Mission Street, densities are proposed to be lowered. Therefore, there are no environmental impacts that were not reviewed and accounted for in the PEIR anticipated from the proposed revisions to the General Plan Land Use Element.

2. GP Housing Element

The Amendments do not propose to substantially change any of the Housing Element programs, and in particular does not increase the level of housing production that might be anticipated as a result of the policies contained in the document. Accordingly, the project would not increase the level of potential environmental impacts studied in the PEIR. The main purpose of the housing element amendment is to address inaccuracies in the data used to verify RHNA compliance, which resulted in an obligation to rezone more land area at higher densities than required. The proposed data table revisions are based on parcel-level data evaluated through a GIS-based program, which has accurately calculated potential unit construction at the allowable densities, including densities now proposed to be reduced in two areas within the Downtown Specific Plan, and the new CF-50 zoning. Therefore, there are no environmental impacts that were not reviewed and accounted for in the PEIR anticipated from the proposed revisions to the Housing Element.

3. Downtown Specific Plan (DTSP)

The proposed height maximums in the Amendments are consistent with the adopted allowable densities and are within the range anticipated in the PEIR. The heights were not included in the adopted DTSP because doing so was precluded by the restrictions of the 1983 Ballot Initiative, which has now been superseded by Measure SP as approved by voters. In the Fair Oaks Corridor and western portion of Mission Street, densities are proposed to be lowered. Additionally, standards are proposed to be amended in order to improve the ability of architects and developers to design projects that provide maximum residential capacity while meeting design goals of the DTSP conforming to the form-based plan. These development standards on their own would be exempt from environmental review, and would clearly not result in any environmental impacts. Therefore, there are no environmental impacts that were not reviewed and accounted for in the PEIR anticipated from the proposed revisions to the General Plan Land Use Element.

4. Zoning Code:

.

The proposed changes to the Mixed-Use Overlay Zone comprise the bulk of the proposed changes to the Zoning Ordinance included in this project, however revisions to zoning text for other zones and overlay zones, including RM, RH, CO, CG, BP, and Housing Opportunity Overlay Zone) are proposed. Most of these changes adjust standards for building design in order to improve the ability of architects and developers to propose projects that maximize residential uses, including changes to open space, setbacks, projections, parking, as well as revisions related to the measurement of height. These changes on their own would be exempt from the requirements of CEQA. There are no proposed changes to the current density of 70 du/acre, and the associated height of 60 feet is within the level anticipated in the PEIR but not adopted due to the previous citywide cap on height limits. Therefore, there are no environmental impacts that were not reviewed and accounted for in the PEIR anticipated from the proposed revisions to the Zoning Ordinance.

5. Zoning Map: Reduce the area covered by the Housing Opportunity Overlay Zone by removing the overlay from applying to RM zoning districts identified on the current Zoning Map, except for certain RM parcels along Huntington Drive that remain in the Housing Opportunity Overlay Zone.

The proposed map revision will effectively reduce maximum density on the parcels involved, which will be subject to the requirements of the RM (Medium Density) Zoning District, except for certain RM properties along Huntington Drive. Therefore, the reduced development potential on those RM parcels will not result in any potential environmental impacts that were not reviewed and accounted for in the PEIR. Further the new CF-50 designation contemplates development that could be accommodated under state law, and thus will not have significant impacts.

In summary, comparison of the previous project with the Amendments indicate that there are no new significant environmental impacts associated with implementation of height, density and development standards to support housing development. Furthermore, there is no substantial evidence that the circumstances under which the project is undertaken have substantially changed and there is no evidence of new or more severe environmental impacts arising out of the proposed changes to the policy documents.

However, this Project also qualifies for a recently enacted CEQA exemption for housing element implementation, as codified in Public Resources Code Section 21080.085. This exemption provides as follows:

> 21080.085 (a) This division [CEQA] does not apply to a rezoning that implements the schedule of actions contained in an approved housing element pursuant to subdivision (c) of Section 65583 of the Government Code.

Section 65583 (c) implementation actions, although referred to in the exemption as rezoning, are broadly defined to include, but are not limited to:

- making make sites available during the planning period with appropriate zoning and development standards to accommodate RHNA needs for all income levels that could not be accommodated on sites identified in the sites inventory,

- assisting in the development of adequate housing to meet the needs of extremely low, very low, low-, and moderate-income households.

- removing governmental and nongovernmental constraints for development of housing for all income levels

The Project includes consistency amendments among the various interrelated documents (General Plan, Housing Element, Downtown Specific Plan, and Zoning) that are within the scope of, and contemplated by programs under Section 65583 (c).

7. Modified Environmental Checklist Form

This Checklist Form is used to compare the anticipated environmental effects of the project with those disclosed in the previous PEIR and to review whether any of the conditions set forth in Section 15162 of the State CEQA Guidelines requiring preparation of a subsequent environmental document are met. The Form is used to review the potential environmental effects of the proposed project for each of the following areas:

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire
- Mandatory Findings of Significance

Because the PEIR determined that the areas of Agricultural and Forestry Resources and Mineral Resources were not present for analysis in the City, this Addendum also removes those categories as part of the environmental analysis.

There are six possible responses to each of the questions included on the Form:

A. Substantial Change in Project Requiring Major Revision of Previous EIR.

This response is used when the project has changed to such an extent that major revisions of the previous EIR are required due to the involvement of new significant environmental effects or an increase in the severity of the previously identified significant effects.

B. Substantial Change in Circumstances under which Project is Undertaken Requiring Major Revision of Previous EIR.

This response is used when the circumstances under which the project is undertaken have changed to such an extent that major revisions of the previous EIR are required because such changes would result in the project having new significant environmental effects or would substantially increase the severity of the previously identified significant effects.

C. New Information of Substantial Importance Showing New or Greater Significant Effects Than Identified in Previous EIR.

This response is used when new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified, shows that the project would have a new significant environmental effect or more severe significant effect than identified in the previous EIR.

D. New Information of Substantial Importance Showing Ability to Substantially Reduce Significant Impacts Identified in Previous EIR.

This response is used when new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified, shows:

(1) The significant environmental effects of the project could be substantially reduced through imposition of mitigation measures or alternatives that although previously found to be infeasible are in fact now feasible, but the project proponent declines to adopt them; or

(2) The significant environmental effects of the project could be substantially reduced through imposition of mitigation measures or alternatives that are considerably different from those analyzed in the previous EIR, but the project proponent declines to adopt them.

E. Less Than Significant Impact/No Changes or Circumstances and No New Information That Would Require the Preparation of a New EIR.

This response is used when: (1) the potential impact of the project is determined to be below known or measurable thresholds of significance and would not require mitigation; or (2) there are no changes in the project or circumstances and no new information that would require the preparation of a new EIR and/or EIR pursuant to Public Resources Code Section 21166 and Section 15162 of the State CEQA Guidelines.

F. No Impact.

This response is used when the proposed project does not have any measurable environmental impact.

The Form, and accompanying evaluation of the responses, provide the information and analysis upon which the City of South Pasadena makes its determination that no subsequent environmental document is required for the [insert name of project].

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Previous EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Previous EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
1. AESTHETICS. Would the project:						
a) Have a substantial adverse effect on a scenic vista?						X
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?						X
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?						X
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?						X

The proposed adjustments to heights, density and standards were reviewed in relation to the previously approved project in terms of Aesthetics. However, these impacts were considered in the PEIR and nothing contained in the Amendments alters the type, level or severity of impact in terms of Aesthetics because they do not result in any conflicting zoning regulations governing scenic quality nor would the adjustments adversely affect day or nighttime views in the area as the adjustments are limited to changes in existing standards, and are not introducing any new standards. Further, under current regulations, projects utilizing the provisions of State Density Bonus Law very likely could have been entitled to heights that are similar to those that would be allowed by the proposed height regulations, and thus the impacts were fully disclosed in the PEIR and addressed by the statement of overriding considerations adopted for that project. Therefore, the City finds:

A. Substantial changes in the project and project circumstances resulting in new significant effects or a substantial increase in the severity of previously identified significant effects have not occurred;

B. New information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects has not been identified; and

C. None of the proposed project changes would significantly affect this environmental resource.

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Previous EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Previous EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
3. AIR QUALITY. Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:						
a) Conflict with or obstruct implementation of the applicable air quality plan?						X
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?						X
c) Expose sensitive receptors to substantial pollutant concentrations?						X
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?						X
The proposed adjustments to height, density, and other standards have no impact on air quality resources. However, these impacts were considered in the PEIR and nothing contained in the proposed Amendments alters the type, level or severity of impact in terms of air quality because the proposal is limited to adjusting existing development standards and residential density which, in of itself, do not directly relate to adverse impacts to any criteria pollutant, or other emissions relating to air quality. Thus the impacts were fully disclosed in the PEIR and addressed by the statement of overriding considerations adopted for that project. Therefore, the City finds: A. Substantial changes in the project and project circumstances resulting in new significant effects or a substantial increase in the severity of previously identified significant effects have not occurred; B. New information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects has not been identified; and C. None of the proposed project changes would significantly affect this environmental resource.						
4. BIOLOGICAL RESOURCES. Would the project:						
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?						X

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Previous EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Previous EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
b) Have substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?						X
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?						X
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?						X
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?						X
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?						X

The proposed adjustments to height, density, and other standards have no impact on biological resources. However, these impacts were considered in the PEIR and nothing contained in the proposed Amendments alters the type, level or severity of impact in terms of biological resources because the proposal is limited to adjusting existing development standards and residential density which, in of itself, do not directly relate to adverse impacts to any protected wetlands, wildlife corridors, or any adopted ordinances, plans, or other local adopted plans related to biological resources. Therefore, the City finds:

A. Substantial changes in the project and project circumstances resulting in new significant effects or a substantial increase in the severity of previously identified significant effects have not occurred;

B. New information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects has not been identified; and

C. None of the proposed project changes would significantly affect this environmental resource.

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Previous EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Previous EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
5. CULTURAL RESOURCES. Would the project:						
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?						X
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5 ?						X
c) Disturb any human remains, including those interred outside of formal cemeteries?						X

The proposed adjustments to height, density, and other standards have no impact on cultural resources. However, these impacts were considered in the PEIR and nothing contained in the proposed Amendments alters the type, level or severity of impact in terms of cultural resources because the proposal is limited to adjusting existing development standards and residential density which, in of itself, do not directly relate to adverse impacts to any historical or cultural resources relating to human remains. Thus the impacts were fully disclosed in the PEIR and addressed by the statement of overriding considerations adopted for that project. Therefore, the City finds:

A. Substantial changes in the project and project circumstances resulting in new significant effects or a substantial increase in the severity of previously identified significant effects have not occurred;

B. New information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects has not been identified; and

C. None of the proposed project changes would significantly affect this environmental resource.

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Previous EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Previous EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
6. ENERGY. Would the project:						
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation? b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?						**X**
The proposed adjustments to height, density, and other standards have no impact on energy. However, these impacts were considered in the PEIR and nothing contained in the proposed Amendments alters the type, level or severity of impact in terms of energy resources because the proposal is limited to adjusting existing development standards and residential density which, in of itself, do not directly relate to adverse impacts of energy resources or any state or local plan for renewable energy or energy efficiency. Therefore, the City finds: A. Substantial changes in the project and project circumstances resulting in new significant effects or a substantial increase in the severity of previously identified significant effects have not occurred; B. New information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects has not been identified; and C. None of the proposed project changes would significantly affect this environmental resource.						
7. GEOLOGY AND SOILS. Would the project:						
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:						X
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.						X
ii) Strong seismic ground shaking?						X
iii) Seismic-related ground failure, including liquefaction?						X
iv) Landslides?						X
b) Result in substantial soil erosion or the loss of topsoil?						X

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Previous EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Previous EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?						X
d) Be located on expansive soil, as defined in Table 18-1B of the Uniform Building Code (1994), creating substantial risks to life or property?						X
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?						X
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?						X
The proposed adjustments to height, density, and other standards have no impact on geological and soils resources. However, these impacts were considered in the PEIR and nothing contained in the proposed Amendments alters the type, level or severity of impact in terms of geological and soils resources because the proposal is limited to adjusting existing development standards and residential density which, in of itself, do not directly relate to adverse impacts to impacts of the geological or soils resources listed above. Therefore, the City finds: A. Substantial changes in the project and project circumstances resulting in new significant effects or a substantial increase in the severity of previously identified significant effects have not occurred; B. New information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects has not been identified; and C. None of the proposed project changes would significantly affect this environmental resource.						
8. GREENHOUSE GAS EMISSIONS. Would the project:						
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?						X
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?						X

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Previous EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Previous EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
The proposed adjustments to height, density, and other standards have no impact on greenhouse gas emissions. However, these impacts were considered in the PEIR and nothing contained in the proposed Amendments alters the type, level or severity of impact in terms of greenhouse gases because the proposal is limited to adjusting existing development standards and residential density which, in of itself, do not directly relate to adverse impacts of the generation of GHG emissions. Thus the impacts were fully disclosed in the PEIR and addressed by the statement of overriding considerations adopted for that project. Therefore, the City finds: A. Substantial changes in the project and project circumstances resulting in new significant effects or a substantial increase in the severity of previously identified significant effects have not occurred; B. New information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects has not been identified; and C. None of the proposed project changes would significantly affect this environmental resource.						
9. HAZARDS AND HAZARDOUS MATERIALS. Would the project:						
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?						X
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?						X
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one quarter mile of an existing or proposed school?						X
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?						X
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?						X

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Previous EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Previous EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?						X
g) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?						X
The proposed adjustments to height, density, and other standards have no impact on hazards and hazardous materials. However, these impacts were considered in the PEIR and nothing contained in the proposed Amendments alters the type, level or severity of impact in terms of hazards/hazardous materials because the proposal is limited to adjusting existing development standards and residential density which, in of itself, do not directly relate to adverse impacts of the hazards/hazardous materials listed above. Therefore, the City finds: A. Substantial changes in the project and project circumstances resulting in new significant effects or a substantial increase in the severity of previously identified significant effects have not occurred; B. New information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects has not been identified; and C. None of the proposed project changes would affect this environmental resource.						
10. HYDROLOGY AND WATER QUALITY. Would the project:						
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?						X
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?						X
c) Substantially alter the existing drainage pattern of the site or area including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:						X
i) result in substantial erosion or siltation on- or off-site;						X

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Previous EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Previous EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on-or off-site;						X
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or						X
iv) impede or redirect flood flows?						X
d) In flood hazard, tsunami, or seiche zones risk release of pollutants due to project inundation?						X
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?						X
The proposed adjustments to height, density, and other standards have no impact on hydrology and water quality. However, these impacts were considered in the PEIR and nothing contained in the proposed Amendments alters the type, level or severity of impact in terms of hydrology and water quality because the proposal is limited to adjusting existing development standards and residential density which, in of itself, do not directly relate to adverse impacts to impacts of the hydrology and water quality listed above. Therefore, the City finds: A. Substantial changes in the project and project circumstances resulting in new significant effects or a substantial increase in the severity of previously identified significant effects have not occurred; B. New information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects has not been identified; and C. None of the proposed project changes would significantly affect this environmental resource.						
11. LAND USE AND PLANNING. Would the project:						
a) Physically divide an established community?						X
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?						X

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Previous EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Previous EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
The proposed adjustments to height, density, and other standards have no impact on land use and planning. However, these impacts were considered in the PEIR and nothing contained in the proposed Amendments alters the type, level or severity of impact in terms of land use and planning because the proposal is limited to adjusting existing development standards and residential density which, in of itself, do not directly relate to physically dividing and established community nor conflict with any land use plan, policy, or regulation as listed above. Therefore, the City finds: A. Substantial changes in the project and project circumstances resulting in new significant effects or a substantial increase in the severity of previously identified significant effects have not occurred; B. New information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects has not been identified; C. None of the proposed project changes would significantly affect this environmental resource.						
13. NOISE. Would the project result in:						
a) Generation of substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?						X
b) Generation of excessive groundborne vibration or groundborne noise levels?						X
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?						X

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Previous EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Previous EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
The proposed adjustments to height, density, and other standards have no impact on noise. However, these impacts were considered in the PEIR and nothing contained in the proposed Amendments alters the type, level or severity of impact in terms of noise because the proposal is limited to adjusting existing development standards and residential density which, in of itself, do not directly relate to adverse impacts of noise levels listed above. Thus, the impacts were fully disclosed in the PEIR and addressed by the statement of overriding considerations adopted for that project. Therefore, the City finds: A. Substantial changes in the project and project circumstances resulting in new significant effects or a substantial increase in the severity of previously identified significant effects have not occurred; B. New information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects has not been identified; and C. None of the proposed project changes would significantly affect this environmental resource.						
14. POPULATION AND HOUSING. Would the project:						
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?						X
b) Displace substantial numbers of existing people or housing, necessitating the construction of the replacement housing elsewhere?						X
The proposed adjustments to height, density, and other standards have no impact on population and housing. However, these impacts were considered in the PEIR and nothing contained in the proposed Amendments alters the type, level or severity of impact in terms of population and housing because the proposal is limited to adjusting existing development standards and residential density which will further align with the density allowances as stipulated in the City's adopted Housing Element (2021-2029). Thus the impacts were fully disclosed in the PEIR and addressed by the statement of overriding considerations adopted for that project. Further, with the housing element update, excess capacity beyond what is required to meet RHNA requirements has been scaled back. Therefore, the City finds: A. Substantial changes in the project and project circumstances resulting in new significant effects or a substantial increase in the severity of previously identified significant effects have not occurred; B. New information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects has not been identified; and C. None of the proposed project changes would significantly affect this environmental resource.						

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Previous EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Previous EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
15. PUBLIC SERVICES						
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:						
i) Fire protection?						X
ii) Police protection?						X
iii) Schools?						X
iv) Parks?						X
v) Other public facilities?						X
The proposed adjustments to height, density, and other standards have no impact on public services. However, these impacts were considered in the PEIR and nothing contained in the proposed Amendments alters the type, level or severity of impact in terms of public services because the proposal is limited to adjusting existing development standards and residential density which, in of itself, do not directly relate to adverse impacts of any public services as listed above. Therefore, the City finds: A. Substantial changes in the project and project circumstances resulting in new significant effects or a substantial increase in the severity of previously identified significant effects have not occurred; B. New information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects has not been identified; and C. None of the proposed project changes would significantly affect this environmental resource.						
16. RECREATION.						
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?						X

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Previous EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Previous EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?						X
The proposed adjustments to height, density, and other standards have no impact on recreation. However, these impacts were considered in the PEIR and nothing contained in the proposed Amendments alters the type, level or severity of impact in terms of recreation because the proposal is limited to adjusting existing development standards and residential density which, in of itself, do not directly relate to adverse impacts of any aspect of recreation as listed above. Therefore, the City finds: A. Substantial changes in the project and project circumstances resulting in new significant effects or a substantial increase in the severity of previously identified significant effects have not occurred; B. New information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects has not been identified; and C. None of the proposed project changes would significantly affect this environmental resource.						
17. TRANSPORTATION/TRAFFIC. Would the project:						
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?						**X**
b) Conflict or be inconsistent with CEQA Guidelines § 15064.3 subdivision (b)?						**X**
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?						**X**
d) Result in inadequate emergency access?						**X**

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Previous EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Previous EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
The proposed adjustments to height, density, and other standards have no impact on transportation or traffic. However, these impacts were considered in the PEIR and nothing contained in the proposed Amendments alters the type, level or severity of impact in terms of traffic/transportation because the proposal is limited to adjusting existing development standards and residential density which, in of itself, do not directly relate to adverse impacts of any transportation/traffic issues as listed above. Therefore, the City finds: A. Substantial changes in the project and project circumstances resulting in new significant effects or a substantial increase in the severity of previously identified significant effects have not occurred. B. New information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects has not been identified. C. None of the proposed project changes would affect this environmental resource.						
18. TRIBAL CULTURAL RESOURCES. Would the project:						
a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code § 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:						X
i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or						X
ii) A Resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code § 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code § 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.						X

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Previous EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Previous EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
The proposed adjustments to height, density, and other standards have no impact on tribal cultural resources. However, these impacts were considered in the PEIR and nothing contained in the proposed Amendments alters the type, level or severity of impact in terms of tribal cultural resources because the proposal is limited to adjusting existing development standards and residential density which, in of itself, do not directly relate to adverse impacts of any tribal cultural resources as listed above. Although not required pursuant to CEQA, the City invited tribal consultation pursuant to SB 19. The Gabrieleño Band of Mission Indians - Kizh Nation requested consultation. The Tribe and the City engaged in consultation, and the Tribe requested mitigation related to tribal monitoring for any ground disturbing activities associated with the Project. However, this Project involved policy and planning decisions with no ground disturbance contemplated, thus there is no ground monitoring to be monitored, and there would not be any unanticipated discovery of tribal cultural resources or human remains. In the future, specific development projects would be reviewed for CEQA applicability and compliance, and based on the environmental review process undertaken, tribal monitoring of related ground disturbances, and protocols for unanticipated discovery of tribal cultural resources or human remains may be required or added as a mitigation. Further, all projects are subject to existing laws related to discovery and treatment of human remains. Therefore, the City finds: A. Substantial changes in the project and project circumstances resulting in new significant effects or a substantial increase in the severity of previously identified significant effects have not occurred. B. New information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects has not been identified. C. None of the proposed project changes would affect this environmental resource.						
19. UTILITIES AND SERVICE SYSTEMS. Would the project:						
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?						X
b) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?						X
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?						X

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Previous EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Previous EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
d) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?						X
e) Comply with federal, state, and local management and reduction statues and regulations related to solid waste?						X
The proposed adjustments to height, density, and other standards have no impact on utilities and services systems. However, these impacts were considered in the PEIR and nothing contained in the proposed Amendments alters the type, level or severity of impact in terms of tribal utilities and services systems because the proposal is limited to adjusting existing development standards and residential density which, in of itself, do not directly relate to adverse impacts of any utilities and services systems as listed above. Therefore, the City finds: A. Substantial changes in the project and project circumstances resulting in new significant effects or a substantial increase in the severity of previously identified significant effects have not occurred; B. New information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects has not been identified; and C. None of the proposed project changes would affect this environmental resource.						
20. WILDFIRES. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:						
a) Substantially impair an adopted emergency response plan or emergency evacuation plan? b) Due to slope, prevailing winds and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of wildfires? c) Require to installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment? d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?						X

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Previous EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Previous EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
The proposed adjustments to height, density, and other standards have no impact on wildfires. However, these impacts were considered in the PEIR and nothing contained in the proposed Amendments alters the type, level or severity of impact in terms of wildfires because the proposal is limited to adjusting existing development standards and residential density which, in of itself, do not directly relate to wildfires as none of the properties affected by this are located in high-fire areas. Therefore, the City finds: A. Substantial changes in the project and project circumstances resulting in new significant effects or a substantial increase in the severity of previously identified significant effects have not occurred; B. New information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects has not been identified; and C. None of the proposed project changes would affect this environmental resource.						
21. MANDATORY FINDINGS OF SIGNIFICANCE.						
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?						X
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?						X
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?						X

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Previous EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Previous EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact

The proposed adjustments to height, density, and other standards have no impact to the items listed in the Mandatory Findings of Significance. However, these impacts were considered in the PEIR where a Statement of Overriding Considerations was prepared and adopted. Nothing contained in the proposed Amendments alters the type, level or severity of impact in terms of cumulatively considerable means because the proposal is limited to adjusting existing development standards and residential density which, in of itself, do not directly relate to adverse impacts of any items as listed above. Therefore, the City finds:

A. Substantial changes in the project and project circumstances resulting in new significant effects or a substantial increase in the severity of previously identified significant effects have not occurred;

B. New information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects has not been identified; and

C. None of the proposed project changes would significantly affect this environmental resource.

EXHIBIT A – KIZH NATION TRIBAL CONSULTATION LETTER

CITY OF SOUTH PASADENA
COMMUNITY DEVELOPMENT DEPARTMENT
1414 MISSION STREET, SOUTH PASADENA, CA 91030
TEL: 626.403.7220 ▪ FAX: 626.403.7221
WWW.SOUTHPASADENACA.GOV

April 10, 2025

Andrew Salas, Chairperson
Gabrieleño Band of Mission Indians—Kizh Nation
PO Box 393
Covina, CA 91723

Re: Native American Consultation, Pursuant to Senate Bill 18, Government Code §65352.3 and §65352.4, Measure SP Implementation Project, Los Angeles County

Dear Mr. Salas:

The City of South Pasadena (City) is amending its General Plan, Downtown Specific Plan (DTSP), Zoning Code, and Zoning Map as part of the effort to implement the City's Housing Element. This project is subject to Senate Bill (SB) 18. As such, the Native American Heritage Commission (NAHC) provided your contact information for consultation purposes under SB 18.

Regional Setting/Project Location/Background

The City of South Pasadena is located in Los Angeles County, on the western edge of the San Gabriel Valley, approximately five miles northeast of downtown Los Angeles. Exhibit 1 (attached) provides a map of the City's location in the regional context of Southern California. The project includes all territory within the South Pasadena City limits. The City adopted its current Housing Element on May 30, 2023, and the document was certified by the State on July 29, 2024. In order to implement the Housing Element's programs and policies, the City adopted a new General Plan and Downtown Specific Plan (DTSP) in October 2023. Zoning Code amendments were also adopted in support of the Housing Element and General Plan.

Project Description

The proposed project would continue to implement Housing Element Programs. In November 2024, South Pasadena voters approved Measure SP. This measure removed the existing 45-foot building height limit in certain areas of the City and allowed new height limits to be established in areas where the City seeks to increase housing production near transit and shopping. The City also seeks to correct errors in the Housing Element and General Plan capacity table that exceed the City's housing obligations under the Regional Housing Needs Allocation (RHNA). The project would reduce residential densities and building heights in certain areas identified in the Housing Element, in an effort to be more consistent with the City's RHNA obligation. The proposed project is summarized below:

- General Plan Land Use Element: Synchronize proposed building heights for consistency with the Zoning Code and DTSP amendments.

- Housing Element: Correct Table IV-51 regarding RHNA compliance, and minor updates to other sections, including public outreach, related to the proposed amendment.
- Downtown Specific Plan: Specify building heights and adjust densities along Fair Oaks Avenue, the western portion of Mission Street and National Register Historic District area; remove courtyard minimum dimensions and additional restrictions for buildings exceeding 45 feet in height; and remove remaining references to the 1983 Ballot Initiative that restricted building height to 45 feet.
- Zoning Ordinance: Adjust standards in Mixed-Use Overlay District Development Standards including heights; clarify rooftop features that may exceed height limits; revise stepbacks required as part of the streamlined density bonus review process in the inclusionary housing section.
- Zoning Map Amendment: Reduce the area covered by the Housing Opportunity Overlay Zone

The General Plan Amendment and Specific Plan Amendment would reduce building heights and residential densities for certain areas listed in the Housing Element. Residential and Commercial land use designations would not change, although certain heights and densities would be reduced.

SB18 Consultation Request

This letter serves as formal notification of the project and to invite consultation with your tribe under SB18. An addendum to the previously certified Program Environmental Impact Report is being prepared for the project. Since a Negative Declaration or Mitigated Declaration will not be prepared, the project is not subject to Assembly Bill 52 consultation under CEQA. Under the law, tribes identified by the NAHC are provided 90 days from receiving notification to request consultation with the City. A shorter timeframe can also be agreed to by the tribe.

Your participation in the local planning process is important. If you wish to consult with the City on this project, please contact Dean Flores, Acting Planning Manager at your earliest convenience. Mr. Flores may be reached by email at dflores@southpasadenaca.gov. Correspondence may also be sent to the following:

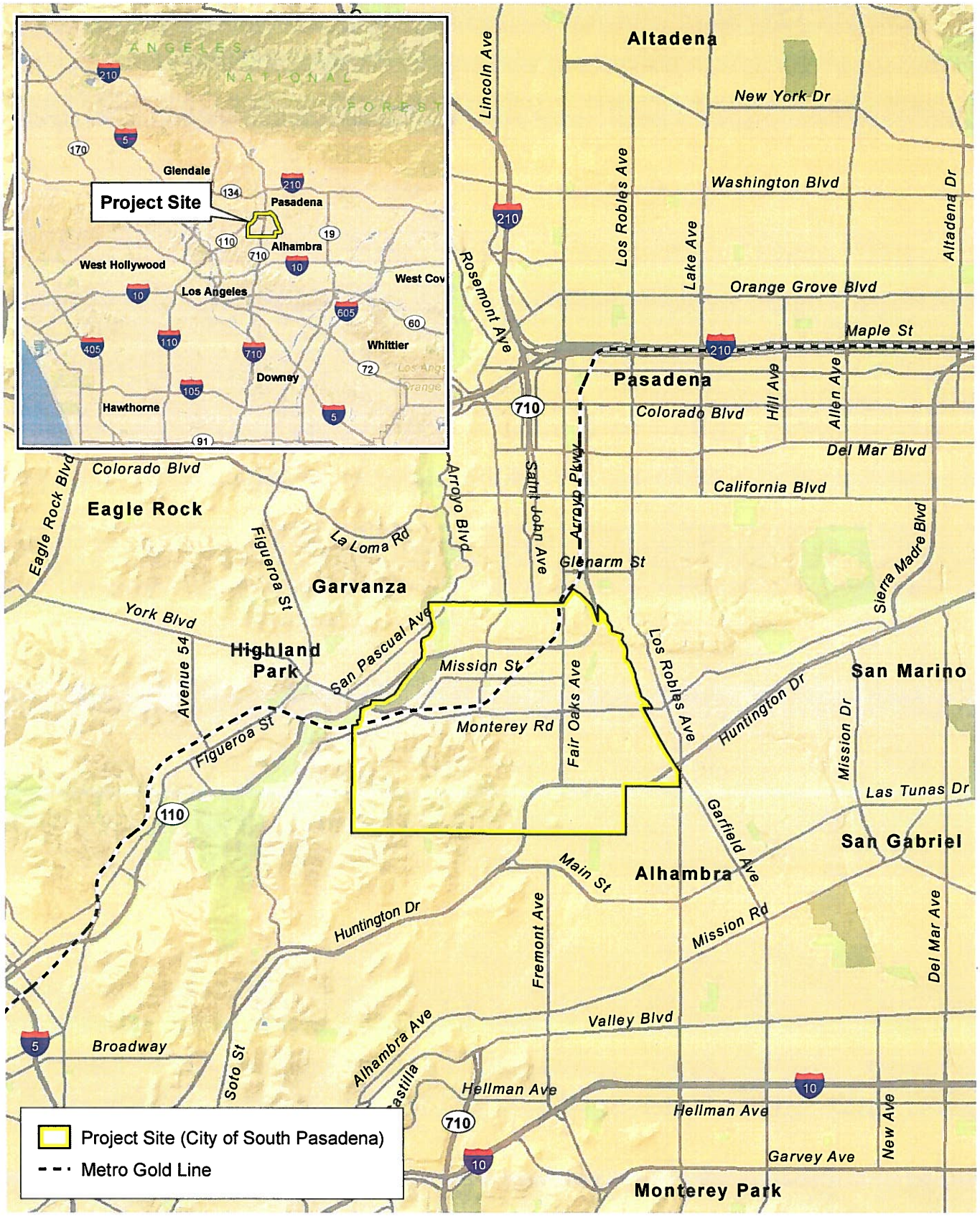
Mr. Robert (Dean) Flores; Acting Planning Manager
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

If you have any questions or would like to discuss this Project further, you can reach me by telephone at 626.403.7228.

Sincerely,

Robert (Dean) Flores, Acting Planning Manager
City of South Pasadena

Attachment: Exhibit 1 (City Map)



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Regional and Local Vicinity

Exhibit 1

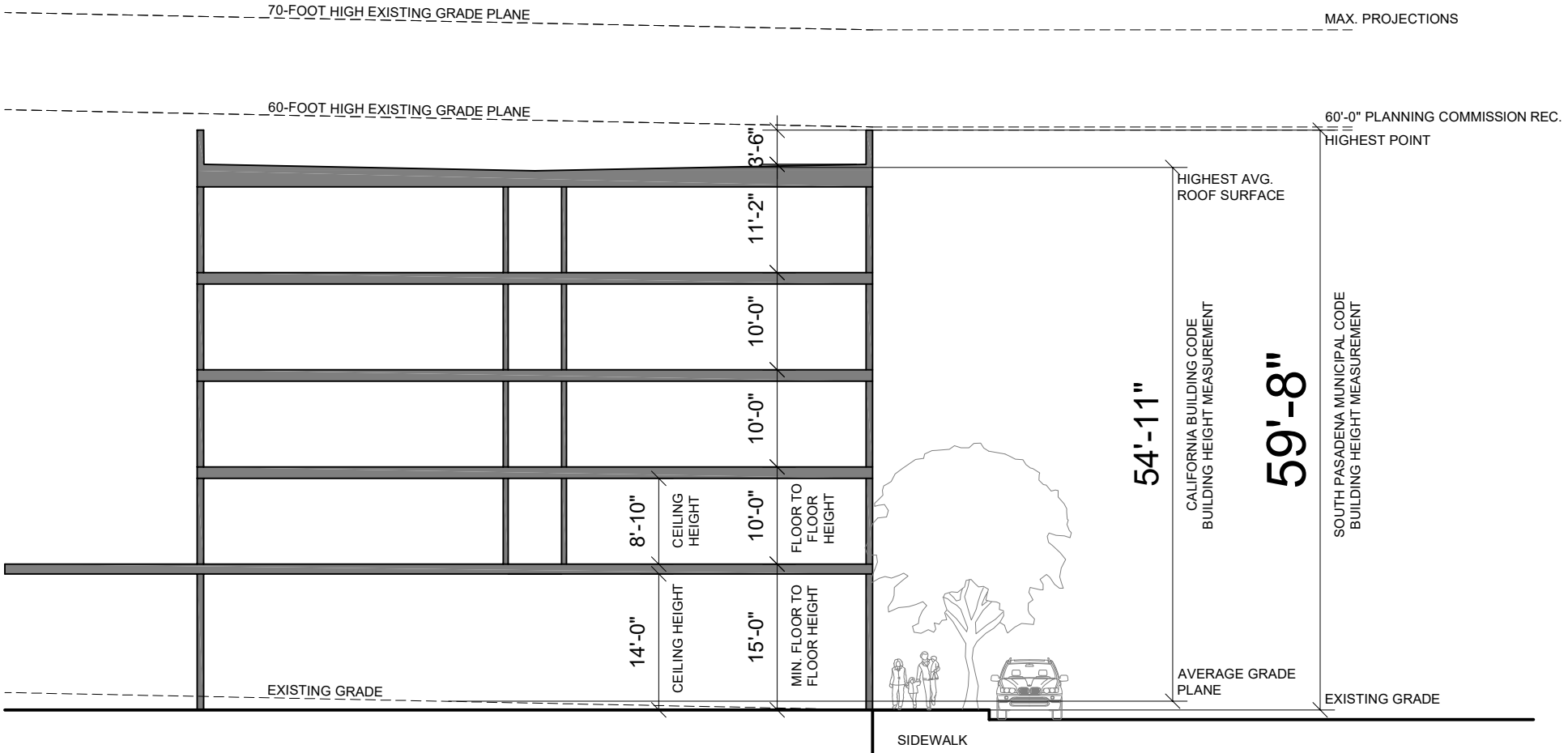
South Pasadena General Plan and Downtown Specific Plan Update Project

N W E S

1 0.5 0 1 Miles

PSOMAS

(Rev 12-18-2017 MMD) R:\Projects\RAN\3RAN010100\Graphics\NOP\ex_LV_RL.pdf



Note; The following section represents the most common construction of 5-story mixed-use multifamily buildings in urban locations, such as Mission Street - four stories of wood construction above one story of concrete construction for commercial uses. 9-foot ceilings are incredibly important in order to be marketable.

The resulting height is based on a flat site and does not take into account unique site conditions, such as sloped sites and architectural designs that desire taller ceiling heights.

MISSION STREET SECTION - 5 STORY BUILDING

(FOR DISCUSSION PURPOSES)

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FIRST AMENDMENT TO MAINTENANCE AGREEMENT

THIS AMENDMENT ("Amendment") is made on this 22nd day of May, 2025, by and between the CITY OF SOUTH PASADENA ("CITY") and ACCO ENGINEERED SYSTEMS, INC. ("CONTRACTOR").

RECITALS

WHEREAS, on May 1, 2024, the City Council approved an Maintenance Agreement with ACCO Engineered Systems, Inc., to provide heating, ventilation, and air conditioning (HVAC) maintenance and repair services on an annual, quarterly, and as-needed basis; and

WHEREAS, the Maintenance Agreement with ACCO Engineered Systems, Inc., was approved for a Maximum Amount of $80,000 and with a Termination Date of June 30, 2025; and

WHEREAS, the City adopted a budget of $100,000 for maintenance and repair of heating, ventilation, and air conditioning (HVAC) systems in Fiscal Year 2024-2025,

WHEREAS, Exhibits A and B of the Maintenance Agreement with ACCO Engineered Systems, Inc., included an annual amount of $29,380 for planned routine work, with a remaining $50,620 budgeted for unplanned as-needed maintenance work; and

WHEREAS, in the contract period to date, the City has experienced thirty-three service callouts for unplanned maintenance work at a cost of $37,776.51, which resulted in an additional twelve instances of maintenance requests at cost of $56,990.00, with a total unplanned as-needed maintenance component of $94,766.51; and

WHEREAS, on May 21, 2025, the City Council approved a mid-year budget appropriation adjustment to the Public Works building maintenance account of $90,000 for this additional maintenance and repair of heating, ventilation, and air conditioning (HVAC) systems, and $3,066 for HVAC expenses related to post-2025-windstorm maintenance; and

WHEREAS, the City is proposing a budget of $150,000 for maintenance and repair of heating, ventilation, and air conditioning (HVAC) systems in Fiscal Year 2025-2026, where the start of Fiscal Year 2025-2026 is expected at the end of August 2025, whereas approximately $25,000 in services are expected to be utilized in the July 2025 and August 2025 months;

WHEREAS, the City and Contractor desire to extend the contract term to December 31, 2025 and increase the compensation in the agreement to address emergency maintenance needs arising from summer heat waves in the City;

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

1. PARAGRAPH 3.5 “Maximum Amount” is amended to read as follows: The total amount of compensation and costs payable to Consultant by the City under this Agreement is Two-Hundred and Fifteen Thousand Dollars ($215,000), which is comprised of Eighty Thousand ($80,000) for the original Scope of Services and One-Hundred-and-Thirty-Five Thousand ($135,000) for this amendment.

2. PARAGRAPH 3.7 “Termination Date” is amended to read: December 31, 2025, or when the work is satisfactory completed, whichever occurs first, or unless extended by a supplemental amendment.

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

“City”
City of South Pasadena

Signed by:
By:_____ Todd Hileman
5CF386AC460044B...
Signature

Printed: Todd Hileman

Title: City Manager

Date: 6/4/2025

“Contractor”
ACCO Engineered Systems, Inc.

By:_____
Signature
Digitally signed by Greg Guizado
Date: 2025.05.27 10:39:23-07'00'

Printed:_____

Title: Sales Manager

Date:_____

Approved as to form:

DocuSigned by:
By:_____ Roxanne Diaz
A7800E5CA8A241F...
Roxanne Diaz, City Attorney

Date: 6/4/2025

Attest (after ratification by the City Council):

Signed by:
By:_____ Hector Gomez
A80FCD97FD124D5...
Hector Gomez, Chief City Clerk

Date: 6/5/2025