CITY OF SOUTH PASADENA
CITY COUNCIL

AMENDED AGENDA

REGULAR COUNCIL MEETING
WEDNESDAY, DECEMBER 17, 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:	Councilmember	Michael A. Cacciotti

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

PRESENTATIONS

2. OUTGOING MAYOR REMARKS

3. ELECTION OF MAYOR AND MAYOR PRO TEM FOR THE 2026 TERM

4. ADMINISTRATION OF OATH OF OFFICE TO MAYOR

5. ADMINISTRATION OF OATH OF OFFICE TO MAYOR PRO TEM

6. CITY COUNCIL REORGANIZATION ON DAIS

7. INCOMING MAYOR PRO TEM REMARKS

8. INCOMING MAYOR REMARKS

9. A PROCLAMATION DECLARING OCTOBER 12, 2025 AS "JOANNE NUCKOLS DAY" IN THE CITY OF SOUTH PASADENA

PUBLIC COMMENT

10. 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

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

CONSENT CALENDAR

OPPORTUNITY TO COMMENT ON CONSENT CALENDAR

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

12. CONSIDERATION OF THE APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF $115,153.51; GENERAL CITY WARRANTS IN THE AMOUNT OF $750,975.28; ONLINE PAYMENTS IN THE AMOUNT OF $19,811.69; VOIDS IN THE AMOUNT OF ($12,240.64); PAYROLL IN THE AMOUNT OF $1,167,705.64

Recommendation

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

13. CONSIDERATION TO ADOPT A RESOLUTION NO. 7959, APPOINTING ROBERT JOE TO THE SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRCIT BOARD OF TRUSTEES FOR A TWO YEAR TERM

Recommendation

It is recommended that the City Council adopt Resolution No. 7959, appointing Robert Joe to serve as the City's representative to the San Gabriel Valley Mosquito and Vector Control District Board of Trustees effective January 1, 2026 to December 31, 2027, for a two-year term.

14. CONSIDERATION TO APPROVE THE PURCHASE OF TWO FERNO POWER X2 ELECTRONIC GURNEYS AND TWO FERNO POWER F2 FASTENING SYSTEMS FROM FERNO-WASHINGTON INC. IN THE AMOUNT NOT TO EXCEED $120,953.67

Recommendation

It is recommended that the City Council:

1. Approve the purchase of two Ferno Power X2 Electronic Gurneys and Ferno Power F2 Powered Fastening Systems from Ferno-Washington Inc. in the amount not to exceed $120,953.67; and
2. Authorize the City Manager, or designee, to execute a Purchase Order and all related documents.

15. CONSIDERATION TO ADOPT RESOLUTION NO. 7960 AND RESOLUTION NO. 7961, AUTHORIZING SIGNATORIES ON CITY BANKING ACCOUNTS AND RELATED BANKING DOCUMENTS, AND AUTHORIZING SIGNATORIES FOR THE INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND

Recommendation
It is recommended that the City Council:

1. Adopt Resolution No. 7960 Authorizing Signatories for the Investment of Monies in the Local Agency Investment Fund (Attachment No. 1); and
2. Adopt Resolution No. 7961 Authorizing Signatories on City Bank Accounts and superseding previous resolutions regarding the same (Attachment No. 2); and
3. Authorize staff to update said resolutions with the name of the incoming Mayor for 2026 once the formal selection has been made.

16. CONSIDERATION TO ADOPT RESOLUTION NO. 7962 AUTHORIZING GRANT ACCEPTANCE, AND EXECUTION OF GRANT FUNDING AGREEMENTS AND DOCUMENTS FOR THE HUNTINGTON DRIVE AND FREMONT AVENUE CORRIDOR IMPROVEMENTS PROJECT

Recommendation
It is recommended that the City Council adopt Resolution No. 7962 authorizing the grant acceptance and execution of all agreements and documents related to such grant funds from the California Department of Transportation and the Los Angeles County Metropolitan Transportation Authority for the Huntington Drive and Fremont Avenue Corridor Improvements Projects.

17. CONSIDERATION OF APPROVAL OF A TASK ORDER WITH TOOLE DESIGN GROUP FOR DESIGN REVIEW SUPPORT SERVICES RELATED TO THE HUNTINGTON DRIVE AND FREMONT AVENUE CORRIDOR IMPROVEMENTS PROJECT IN AN AMOUNT NOT-TO-EXCEED $95,840 AND ADOPT RESOLUTION NO. 7963 TO AMEND THE CITY'S BUDGET AND APPROPRIATE $100,000 IN MEASURE R LOCAL RETURN FUNDS FOR THE PROJECT

Recommendation
It is recommended that the City Council:

1. Approve the Task Order (Attachment No. 1) with Toole Design Group to provide design review support services for the Huntington Drive and Fremont Avenue Corridor Improvements Project (Project) in an amount not-to-exceed $95,840;
2. Adopt Resolution No. 7963 (Attachment No. 2) to amend the 2025-2026 Budget and appropriate $100,000 in Measure R Local Return Funds to cover the additional costs associated with design support services related to the Huntington Drive and Fremont Avenue Corridor Improvements Project; and
3. Authorize the City Manager, or designee, to execute all related documents.

18. CONSIDERATION TO APPROVE 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 $263,000, AND TO EXTEND THE AGREEMENT THROUGH JUNE 30, 2026

Recommendation
It is recommended that the City Council:

1. Approve an Amendment to the Professional Services Agreement with Robert Half International, Inc., to increase the compensation in the amount of $57,000 and for a new total not to-exceed amount of $263,000, and extend the agreement through June 30, 2026; and
2. Authorize the City Manager, or designee, to execute the contract.

19. CONSIDERATION TO ADOPT RESOLUTION NO. 7964 TO AMEND SECTION 10 OF THE MANAGEMENT BENEFITS FOR UNREPRESENTED MANAGEMENT EMPLOYEES AS SET FORTH IN RESOLUTION NO. 7941

Recommendation
It is recommended that City Council adopt Resolution No. 7964 approving an amendment to Section 10 of the Management Benefits for Unrepresented Management employees as set forth in Resolution No. 7941.

20. CONSIDERATION TO APPROVE AN AGREEMENT WITH J.J.KANE AUCTIONS FOR CONSIGNMENT AND AUCTION SERVICES RELATED TO THE DISPOSAL OF SURPLUS CITY PROPERTY

Recommendation
It is recommended that the City Council approve the Agreement with J.J. Kane Auctions for consignment and auction services for the disposal of surplus City property.

21. CONSIDERATION TO ACCEPT PROJECT COMPLETION, AUTHORIZE FILING OF THE NOTICE OF COMPLETION FOR THE FISCAL YEAR 2024-2025 RESIDENTIAL SLURRY SEAL PROJECT NO. 2020-06 (002006), AND AUTHORIZE RELEASE OF THE RETENTION PAYMENT TO ROY ALLAN SLURRY SEAL, INC. IN THE AMOUNT OF $26,414.97

Recommendation
It is recommended that the City Council:

1. Accept the Fiscal Year (FY) 2024-2025 Residential Slurry Seal Project No. 2020-06 (002006) (Project) as complete; and
2. Authorize the recordation of the Notice of Completion (NOC) with the Los Angeles County Registrar-Recorder County Clerk; and
3. Authorize release of retention payment to Roy Allan Slurry Seal, Inc. (Contractor) in the amount of $26,414.97.

22. RECEIVE AND FILE THE FISCAL YEAR 2024-2025 LIBRARY SPECIAL TAX ANNUAL REPORT AS REQUIRED BY THE LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY ACT

Recommendation
It is recommended that the City Council receive and file an annual report on Fiscal Year 2024-2025 Library Special Tax proceeds as required by the State of California Local Agency Special Tax and Bond Accountability Act.

23. CONSIDERATION TO APPROVE AMENDMENT NO. 1 TO THE MEASURE M

FUNDING AGREEMENT BETWEEN THE CITY OF SOUTH PASADENA AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR THE HUNTINGTON DRIVE AND FREMONT AVENUE CORRIDOR IMPROVEMENTS PROJECT

Recommendation

It is recommended that the City Council approve Amendment No. 1 to the Measure M Funding Agreement between the City of South Pasadena and the Los Angeles County Metropolitan Transportation Authority for the Huntington Drive and Fremont Avenue Corridor Improvements Project and authorize the City Manager to execute any subsequent amendments that may be necessary regarding the same.

24. CONSIDERATION TO AWARD AN AGREEMENT WITH LAN WAN ENTERPRISE, INC., FOR IT MANAGED SERVICES FOR A THREE-YEAR TERM IN THE AMOUNT NOT-TO-EXCEED $847,836, WITH THE OPTION TO EXTEND THE CONTRACT FOR TWO ADDITIONAL ONE-YEAR EXTENSIONS; AND APPROVAL OF AN AMENDMENT TO THE AGREEMENT WITH ACORN TECHNOLOGY SERVICES FOR INFORMATION TECHNOLOGY SUPPORT SERVICES FOR A ONE-MONTH EXTENSION TO JANUARY 31, 2026

Recommendation

It is recommended that City Council:

1. Award a 3 year professional services agreement to LAN WAN Enterprise Inc. (Contractor) to provide comprehensive Information Technology managed services to the City for a not-to-exceed amount of $847,836, for a term starting 12/17/2025 and ending 12/31/2028, with the option to extend the agreement twice for an additional one fiscal year per extension, subject to a Consumer Price Index (CPI) increase to the rates and contract value in each fiscal year;
2. Approve of an amendment to the agreement with Acorn Technology Services extending the term and compensation for one-month through January 31, 2026; and
3. Authorize the City Manager, or designee, to execute all related documents.

25. CONSIDERATION OF SECOND READING AND ADOPTION OF ORDINANCE NO. 2409 AMENDING CHAPTER 34 (TREES AND SHRUBS) OF THE SOUTH PASADENA MUNICIPAL CODE IN ITS ENTIRETY

Recommendation

It is recommended that the City Council adopt Ordinance No. 2409 amending Chapter 34 (Trees and Shrubs) of the South Pasadena Municipal Code in its entirety.

PUBLIC HEARING

26. CONSIDERATION OF SECOND READING AND ADOPTION OF ORDINANCE NO. 2407 OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING ARTICLE 1 OF CHAPTER 9 OF THE SOUTH PASADENA MUNICIPAL CODE BY MODIFYING CERTAIN PROVISIONS THEREIN AND ADOPTING BY REFERENCE THE 2025 CALIFORNIA BUILDING CODE; THE 2025 CALIFORNIA RESIDENTIAL CODE; THE 2025 CALIFORNIA ELECTRICAL CODE; THE 2025 CALIFORNIA MECHANICAL

CODE; THE 2025 CALIFORNIA PLUMBING CODE; THE 2025 CALIFORNIA ENERGY CODE; THE 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE; THE 2025 CALIFORNIA HISTORICAL BUILDING CODE; THE 2025 CALIFORNIA EXISTING BUILDING CODE; AND THE 2025 CALIFORNIA REFERENCED STANDARDS CODE; THE 2025 CALIFORNIA ADMINISTRATIVE CODE; CHAPTER 96 OF TITLE 26 OF THE LOS ANGELES COUNTY CODE AND INCLUDING CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO

Recommendation
It is recommended that the City Council hold a public hearing and adopt Ordinance No. 2407 adopting by reference certain titles of the Building Standards Code.

27. CONSIDERATION OF SECOND READING AND ADOPTION ORDINANCE NO. 2408 APPROVING AMENDMENTS TO THE SOUTH PASADENA MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2025 EDITION OF THE CALIFORNIA FIRE AND WILDLAND-URBAN INTERFACE CODES

Recommendation
It is recommended that the City Council hold a public hearing on the adoption of Ordinance No. 2408 and adopt the Ordinance.

ACTION/DISCUSSION

28. CONSIDERATION TO APPROVE A PROFESSIONAL SERVICE AGREEMENT WITH TORTI GALLAS + PARTNERS FOR THE DEVELOPMENT OF OBJECTIVE DESIGN STANDARDS IN AN AMOUNT NOT TO EXCEED $215,000.00 AND TO APPROVE A PROFESSIONAL SERVICE AGREEMENT WITH OFFICE OF PEOPLE FOR THE CREATION OF A PRE-APPROVED ACCESSORY DWELLING UNIT (ADU) PLAN PROGRAM IN AN AMOUNT NOT TO EXCEED $100,000.00

Recommendation
It is recommended that the City Council:

1. Approve a Professional Service Agreement with Torti Gallas + Partners for the development of Objective Design Standards subject to the negotiation and final form of agreement approved by the City Manager and City Attorney;
2. Approve a Professional Service Agreement with Office of: People for the creation of a Pre-Approved Accessory Dwelling Unit (ADU) Plan Program subject to the negotiation and final form of agreement approved by the City Manager and City Attorney; and
3. Authorize the City Manager, or designee, to execute the final form of the agreement.

29. DISCUSSION AND CONSIDERATION OF RESOLUTION NO. 7965 ADOPTING A LEGISLATIVE ADVOCACY POLICY AND THE CITY'S 2026 LEGISLATIVE PLATFORM

Recommendation
It is recommended that the City Council:

1. Discuss the proposed Legislative Advocacy Policy, and provide direction;
2. Discuss the 2026 Legislative Platform to serve as the baseline for determining the City's position on proposed state and federal legislation that may impact the City during the 2026 Legislative Session, and provide direction; and
3. Adopt the Resolution No. 7965, approving the Legislative Advocacy Policy and the City's 2026 Legislative Platform with City Council direction, if applicable.

30. CONSIDERATION OF INTRODUCTION AND ADOPTION OF URGENCY ORDINANCE NO 2410 OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING CHAPTER 14 (FIRE PREVENTION) OF THE CITY OF SOUTH PASADENA MUNICIPAL CODE BY MODIFYING CERTAIN PROVISIONS THEREIN AND ADOPTING BY REFERENCE THE 2025 CALIFORNIA FIRE CODE AND THE 2025 CALIFORNIA WILDLAND-URBAN INTERFACE CODE WITH CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO AND DECLARING THE URGENCY THEREOF

Recommendation

It is recommended that the City Council Introduce, waive full reading and adopt Urgency Ordinance No. 2410 adopting the 2025 California Fire Code (CFC) and associated appendices (B, BB, C, CC, D, H, I, K, and N), together with the 2025 California Wildland-Urban Interface Code, with an effective date of January 1, 2026.

31. CONSIDERATION OF REAPPOINTMENTS TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

Recommendation

It is recommended that the City Council re-appoint the following residents to City Boards, Commissions, and Committees:

1. Kristen Carlblom to the Cultural Heritage Commission for a full-term beginning January 1, 2026 and ending on December 31, 2028.
2. Jeremy Ding to the Cultural Heritage Commission for a full-term beginning January 1, 2026 and ending on December 31, 2028.
3. James Martin to the Planning Commission for a full-term beginning January 1, 2026 and ending on December 31, 2028.
4. Deloris Piazza to the Public Art Commission for a full-term beginning January 1, 2026 and ending on December 31, 2028.

PUBLIC COMMENT - CONTINUED

32. 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

33. 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.

34. CITY MANAGER COMMUNICATIONS

ADJOURNMENT

FOR YOUR INFORMATION

FUTURE CITY COUNCIL MEETINGS

January 7, 2026	Regular City Council Meeting (Cancelled)	7:00 P.M.
January 14, 2026	Special Joint City Council Meeting (Planning Commission)	6:00 P.M.
January 21, 2026	Regular City Council Meeting	7:00 P.M.
February 4, 2026	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 December 17, 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.

12/11/2025	/S/
Date	Mark Perez, Acting Chief City Clerk

City Council Agenda Report

ITEM NO. 9

DATE: December 17, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Mark Perez, Acting Chief City Clerk

SUBJECT: **A PROCLAMATION DECLARING OCTOBER 12, 2025 AS "JOANNE NUCKOLS DAY" IN THE CITY OF SOUTH PASADENA**

Attachment:
Attachment No. 1- Proclamation Declaring October 12, 2025 as Joanne Nuckols Day

Attachment No. 1

CITY OF SOUTH PASADENA

PROCLAMATION

Declaring October 12, 2025, as "Joanne Nuckols Day" in the City of South Pasadena

WHEREAS, Joanne Nuckols was a devoted resident of South Pasadena whose life was defined by her extraordinary commitment to community, civic responsibility, and the preservation of the city's historic character; and

WHEREAS, Joanne was a leading voice in the decades-long fight to stop the proposed 710 Freeway extension, protecting South Pasadena's neighborhoods, schools, and historic homes from destruction; and

WHEREAS, as a board member of the South Pasadena Preservation Foundation and mentor to countless citizens, Joanne championed historic preservation, transparency in government, and a shared vision for a livable, walkable, community-driven city; and

WHEREAS, her work extended beyond South Pasadena, as she advocated regionally for historic and cultural sites, inspiring others to defend their communities with rigor, respect, and determination; and

WHEREAS, Joanne's legacy lives on in the archives of the South Pasadena Public Library, in the policies she shaped, in the residents she guided, and in the neighborhoods she helped safeguard; and

WHEREAS, the City of South Pasadena wishes to honor Joanne's life, her contributions, and her vision by establishing an annual day of civic vision and community celebration in her name;

NOW, THEREFORE, I, Mayor of the City of South Pasadena, on behalf of the South Pasadena City Council, **do** hereby proclaim October 12, 2025 as "Joanne Nuckols Day" in the City of South Pasadena, encouraging all residents to celebrate our shared community values, to honor the historic and cultural foundations of our city, and to continue the legacy of stewardship and civic involvement exemplified by Joanne Nuckols.

_____ December 17, 2025

Mayor Date

City Council Agenda Report

ITEM NO. 12

DATE: December 17, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: William Castrillon, Budget & Purchasing Manager

SUBJECT: **CONSIDERATION OF THE APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF $115,153.51; GENERAL CITY WARRANTS IN THE AMOUNT OF $750,975.28; ONLINE PAYMENTS IN THE AMOUNT OF $19,811.69; VOIDS IN THE AMOUNT OF ($12,240.64); PAYROLL IN THE AMOUNT OF $1,167,705.64**

Recommendation

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

Executive Summary

Prepaid Warrants:
Warrant # 322563-322695, 322699: **$73,564.57**
ACH: **$41,588.94**

General City Warrants
Warrant # 322582-322694, 322696-322698: **$306,241.76**
ACH: **$444,733.52**
Voids: **($12,240.64)**

Online Payments: **$19,811.69**
Payroll Period Ending 11/21/2025: **$1,167,705.64**

Total: **$2,041,405.48**

Analysis

A warrant register is the list of checks and electronic payments issued by the City. Approval of the warrant register allows the City Council to review and confirm payments made with City funds. This process provides transparency to the public, ensures spending is consistent with the adopted budget and City policies, and serves as an important internal control to safeguard taxpayer dollars. By approving the register, the City Council fulfills its responsibility to oversee the use of public funds and maintain accountability in City operations.

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

City of South Pasadena
Demand/Warrant Register
Recap by fund

Date 12/17/2025

	Fund No.	Amounts	
		Prepaid	**Written**
General Fund	101	93,680.94	330,990.19
Insurance Fund	103	5,740.03	35,953.59
Street Improvement Program	104	-	-
Technology Surcharge Fund	106	-	-
Facilities & Equip.Cap. Fund	105	-	25,628.73
Programs and Projects	107	-	-
Special Projects Fund	116	-	-
Vehicle Replacement Fund	120	-	-
Tree Replacement	121	-	-
Local Transit Return "A"	205	-	12,401.10
SLFRF Fund	206	-	-
Local Transit Return "C"	207	-	218.81
TEA/Metro	208	-	-
Sewer Fund	210	83.46	2,888.48
CTC Traffic Improvement	211	-	-
SB2 Planning Grant	213	-	-
Rogan HR5294 Grant	214	-	-
Street Lighting Fund	215	239.74	46,047.80
Public, Education & Govt Fund	217	-	-
Clean Air Act Fund	218	-	-
Business Improvement Tax	220	-	-
Gold Line Mitigation Fund	223	-	-
Mission Meridian Public Garage	226	-	-
Housing Authority Fund	228	-	-
State Gas Tax	230	36.60	2,233.66
County Park Bond Fund	232	-	-
Measure R	233	-	-
Measure M	236	-	-
Road Maint & Rehab (SB1)	237	-	-
MSRC Grant Fund	238	-	-
Measure W	239	-	-
Measure H	241	-	-
Prop C Exchange Fund	242	-	-
Bike & Pedestrian Paths	245	-	-
BTA Grants	248	-	-
Golden Street Grant	249	-	-
Affordable Housing Trust Fund	254	1,000.00	-
Capital Growth Fund	255	-	-
CDBG	260	-	-
OTS Grant	269	-	-
Asset Forfeiture	270	-	39.84
Police Grants - State	272	-	19,360.44
Homeland Security Grant	274	-	-
Park Impact Fees	275	-	-
Historic Preservation Grant	276	-	-
HSIP Grant	277	-	-
Arroyo Seco Golf Course	295	-	-
State SR 710 LATIP	297	-	-
Sewer Capital Projects Fund	310	-	-
400 Capital Improvement Program	400	507.50	211,611.59
Water Fund	500	235.06	63,081.53
Water Efficiency Fund	503	-	519.52
2016 Water Revenue Bonds Fund	505	-	-
SRF Loan - Water	506	-	-
Water & Sewer Impact Fee	510	-	-
Public Financing Authority	550	-	-
Payroll Clearing Fund	700	13,630.18	-
			-
	Column Totals:	115,153.51	750,975.28

City Report Totals:	866,128.79
Payroll Period Ending 11/21/2025:	1,167,705.64
Online Payments	19,811.69
Voids - General Warrant	(12,240.64)
Grand Report Total:	**2,041,405.48**

Mayor

William Castrillon, Budget & Purchasing Manager

Mark Perez, Acting Chief City Clerk

Accounts Payable

Check Detail

User: tfernandez
Printed: 12/09/2025 - 11:26AM

Check Number	Check Date	Amount
AT&T5006 - AT&T		
322565	12/04/2025	
Inv 130464796		151.22
322565 Total:		151.22
AT&T5006 - AT&T Total:		151.22
AT&T5011 - AT&T		
322566	12/04/2025	
Inv 33184107563432		95.09
Inv 33184108023436		31.54
Inv 62644164973570		2,904.01
322566 Total:		3,030.64
AT&T5011 - AT&T Total:		3,030.64
ATCN9011 - AT&T		
322567	12/04/2025	
Inv 24399160		36,179.70
Inv 24399486		86.81
322567 Total:		36,266.51
ATCN9011 - AT&T Total:		36,266.51
ATTE2011 - AT&T DW Holdings, Inc		
322568	12/04/2025	
Inv 4048280111		4,968.27
322568 Total:		4,968.27
ATTE2011 - AT&T DW Holdings, Inc Total:		4,968.27
CIN4011 - AT&T Mobility		
322569	12/04/2025	
Inv 287351491376		68.50
322569 Total:		68.50

Check Number	Check Date	Amount
CIN4011 - AT&T Mobility Total:		68.50
CINTA3 - Cintas Corporation		
322570	12/04/2025	
Inv 4249273500		341.57
Inv 4250066739		341.57
322570 Total:		683.14
CINTA3 - Cintas Corporation Total:		683.14
CINTAS - Cintas Corporation		
322571	12/04/2025	
Inv 5294761802		126.63
Inv 5294761803		8.32
Inv 5297032903		311.78
Inv 5297032910		8.32
Inv 8407780470		8.26
Inv 8407780471		46.65
Inv 8407823377		1,587.40
Inv 8407823378		144.20
Inv 8407844392		257.63
Inv 8407844393		26.87
Inv 8407890829		1,306.59
Inv 8407890830		144.20
Inv 8407910022		97.99
Inv 9340291792		144.76
322571 Total:		4,219.60
CINTAS - Cintas Corporation Total:		4,219.60
CPR0551 - CPRS District XIII		
322572	12/04/2025	
Inv 14351		80.00
Inv 14352		40.00
322572 Total:		120.00
CPR0551 - CPRS District XIII Total:		120.00
EJWR5011 - EJ Ward Inc.		
0	12/04/2025	
Inv EJ-INV-2816		12,323.24
0 Total:		12,323.24
EJWR5011 - EJ Ward Inc. Total:		12,323.24
GRTE2011 - Granite Telecommunications, LLC		
0	12/04/2025	

Check Number	Check Date	Amount
Inv 722786231		4,245.56
0 Total:		4,245.56
GRTE2011 - Granite Telecommunications, LLC Total:		4,245.56
IHOP - IHOP		
322574	12/04/2025	
Inv IHOP12012025		1,519.40
322574 Total:		1,519.40
IHOP - IHOP Total:		1,519.40
ITCR2501 - Pacific Secured Equities Inc.		
0	12/04/2025	
Inv 76-014312		5,740.03
0 Total:		5,740.03
ITCR2501 - Pacific Secured Equities Inc. Total:		5,740.03
MREG1400 - Merrimac Petroleum, Inc.		
322575	12/04/2025	
Inv 2243343		6,592.05
322575 Total:		6,592.05
MREG1400 - Merrimac Petroleum, Inc. Total:		6,592.05
MVCH3011 - MV Cheng & Associates Inc.		
322576	12/04/2025	
Inv 9/30/2025E		507.50
322576 Total:		507.50
MVCH3011 - MV Cheng & Associates Inc. Total:		507.50
PLBD7011 - Planetbids		
322577	12/04/2025	
Inv 1023975		9,675.15
322577 Total:		9,675.15
PLBD7011 - Planetbids Total:		9,675.15
SCFT0000 - Franchise Tax Board		
322573	12/04/2025	
Inv PR 11.24.23		134.98
Inv PR 12.08.2023		134.98

Check Number	Check Date	Amount
322573 Total:		269.96
SCFT0000 - Franchise Tax Board Total:		269.96
SDSI0107 - SDS Security Design Systems		
322579	12/04/2025	
Inv 249716		67.12
Inv 249717		29.15
Inv 249718		45.66
Inv 249719		36.66
Inv 249720		77.14
Inv 250068		29.15
Inv 250420		29.15
Inv 250626		67.12
Inv 250627		29.15
Inv 250628		45.66
Inv 250629		36.66
Inv 250630		77.14
Inv 250972		67.12
Inv 250974		45.66
Inv 250975		36.66
Inv 250976		77.14
322579 Total:		796.34
SDSI0107 - SDS Security Design Systems Total:		796.34
SGVM2010 - San Gabriel Valley CM Association		
322578	12/04/2025	
Inv DEC2025		120.00
322578 Total:		120.00
SGVM2010 - San Gabriel Valley CM Association Total:		120.00
TIM4011 - Charter Communications Holdings, LLC		
0	12/04/2025	
Inv 187633401111425		387.53
Inv 187633501112125		3,918.72
Inv 188598401110125		261.00
Inv 188598501112125		532.64
0 Total:		5,099.89
TIM4011 - Charter Communications Holdings, LLC Total:		5,099.89
TMOB4010 - T-Mobile		
322580	12/04/2025	
Inv 988212311		2,125.80
322580 Total:		2,125.80

Check Number	Check Date	Amount
TMOB4010 - T-Mobile Total:		2,125.80
VERW6711 - Verizon Wireless		
322581	12/04/2025	
Inv 6128759483		418.88
322581 Total:		418.88
VERW6711 - Verizon Wireless Total:		418.88
Total:		98,941.68

Accounts Payable

Check Detail

User: tfernandez
Printed: 12/09/2025 - 11:28AM

Check Number	Check Date	Amount
CEAP7000 - S.P. Public Service Employees Association-PT 700-0000-0000-2249-000		
0	12/08/2025	
Inv PR 11.07.2025		152.00
0 Total:		152.00
CEAP7000 - S.P. Public Service Employees Association-PT Total:		152.00
SCFT0001 - Franchise Tax Board		
322695	12/08/2025	
Inv PR 11.07.2025		90.00
Inv PR 11.21.2025		90.00
322695 Total:		180.00
SCFT0001 - Franchise Tax Board Total:		180.00
SOU5230 - S.P.Firefighters L-3657		
0	12/08/2025	
Inv PR 11.07.2025		1,715.88
0 Total:		1,715.88
SOU5230 - S.P.Firefighters L-3657 Total:		1,715.88
SOU5435 - S.P. Police Officers Association 700-0000-0000-2246-000		
0	12/08/2025	
Inv PR 11.07.2025		7,605.98
0 Total:		7,605.98
SOU5435 - S.P. Police Officers Association Total:		7,605.98
SOU5451 - S.P. Public Service Employees Association 700-0000-0000-2248-000		
0	12/08/2025	
Inv PR 11.07.2025		1,428.00
0 Total:		1,428.00
SOU5451 - S.P. Public Service Employees Association Total:		1,428.00

Check Number	Check Date	Amount
SSDV2018 - Sandoval, Sheila		
0	12/08/2025	
Inv PR 11.07.2025		1,015.68
Inv PR 11.21.2025		1,262.68
0 Total:		2,278.36
SSDV2018 - Sandoval, Sheila Total:		2,278.36
Total:		13,360.22

Accounts Payable

Check Detail

User: tfernandez
Printed: 12/09/2025 - 11:29AM

Check Number	Check Date	Amount
RDRKDVS - Davis, Roderick		
322699	12/09/2025	
Inv 12132025		600.00
322699 Total:		600.00
RDRKDVS - Davis, Roderick Total:		600.00
Total:		600.00

Accounts Payable

Check Detail

User: tfernandez
Printed: 12/09/2025 - 11:23AM

Check Number	Check Date	Amount
FIDELTIT - Fidelity National Title Company		
0	11/24/2025	
Inv NOV25 COLUMBIA		1,000.00
0 Total:		1,000.00
FIDELTIT - Fidelity National Title Company Total:		1,000.00
Total:		1,000.00

Accounts Payable

Check Detail

User: tfernandez
Printed: 12/09/2025 - 11:24AM

Check Number	Check Date	Amount
AT&T5011 - AT&T		
322563	11/25/2025	
Inv 33184107563432		33.97
Inv 33184108023436		33.97
Inv 62644164973570		1,083.67
322563 Total:		1,151.61
AT&T5011 - AT&T Total:		1,151.61
FOO8965 - Foothill Fire Prevention Officer's		
322564	11/25/2025	
Inv 2025-26		100.00
322564 Total:		100.00
FOO8965 - Foothill Fire Prevention Officer's Total:		100.00
Total:		1,251.61

Accounts Payable

Check Detail

User: tfernandez
Printed: 12/09/2025 - 11:31AM

Check Number	Check Date	Amount
ACCOEG - ACCO Engineered Systems, Inc.		
322582	12/08/2025	
Inv 20747222		420.00
322582 Total:		420.00
ACCOEG - ACCO Engineered Systems, Inc. Total:		420.00
ACMT2920 - All City Management Services, Inc.		
322585	12/08/2025	
Inv 104786		12,091.46
322585 Total:		12,091.46
ACMT2920 - All City Management Services, Inc. Total:		12,091.46
ACTM3010 - Robert Half International, Inc.		
0	12/08/2025	
Inv 65636852		1,900.00
Inv 65667519		1,425.00
0 Total:		3,325.00
ACTM3010 - Robert Half International, Inc. Total:		3,325.00
AGAR8031 - Garcia, Anthony		
322618	12/08/2025	
Inv 77137911		294.00
322618 Total:		294.00
AGAR8031 - Garcia, Anthony Total:		294.00
AKDC9265 - Ashok Kumar Dhingra		
0	12/08/2025	
Inv CSP 2025-12		21,227.63
0 Total:		21,227.63
AKDC9265 - Ashok Kumar Dhingra Total:		21,227.63

Check Number	Check Date	Amount
ALC4018 - Alco Target Company		
322584	12/08/2025	
Inv 73217		226.53
322584 Total:		226.53
ALC4018 - Alco Target Company Total:		226.53
allamex - Lamourex, Alison		
322635	12/08/2025	
Inv 130979		67.00
322635 Total:		67.00
allamex - Lamourex, Alison Total:		67.00
ALXS6711 - Nick Barbieri Trucking, LLC		
322649	12/08/2025	
Inv 1247403-IN		267.58
322649 Total:		267.58
ALXS6711 - Nick Barbieri Trucking, LLC Total:		267.58
AMAZONCP - Amazon Capital Services, Inc.		
0	12/08/2025	
Inv 11G3-WR3L-FRT1		43.08
Inv 11PT-QNMF-FYFX		83.28
Inv 13R4-M667-D3W7		68.60
Inv 149L-R7DL-GQQ9		49.30
Inv 16DJ-DV1K-DKCF		432.17
Inv 1CGF-CCH9-TX3C		32.03
Inv 1DXW-W4JN-CC4N		1,523.62
Inv 1FK7-FDKF-HMYR		102.73
Inv 1FLD-1WPW-H3QT		29.77
Inv 1GX3-JVY4-FYXH		21.98
Inv 1MRR-LCQX-NKYN		31.58
Inv 1PTD-9CMJ-TFPR		326.17
Inv 1RRR-7MCC-DMPR		188.94
Inv 1TKV-VJMM-CMTP		13.26
Inv 1VR6-J7XY-F4XY		633.40
Inv 1XKC-H1Q4, QWWD		54.80
Inv 1XYD-D4FV-Q9GC		61.63
Inv 1XYX-9XNM-WHHY		77.68
Inv 1Y1M-WX1Y-CYFP		22.38
0 Total:		3,796.40
AMAZONCP - Amazon Capital Services, Inc. Total:		3,796.40
AMDA6710 - Almeda, Jose L.		
322586	12/08/2025	

Check Number	Check Date	Amount
Inv 1/18/2024		17.69
Inv 10/20/2023		17.29
Inv 10/21/2024		29.61
Inv 11/09/2024		28.27
Inv 2/8/2024		25.46
322586 Total:		118.32
AMDA6710 - Almeda, Jose L. Total:		118.32
ANGY8030 - Grady, Anthony Q.		
322622	12/08/2025	
Inv JUJIT.NOV25		58.50
322622 Total:		58.50
ANGY8030 - Grady, Anthony Q. Total:		58.50
ANLAPIN - Lapin, Anna		
322636	12/08/2025	
Inv 131504		67.00
322636 Total:		67.00
ANLAPIN - Lapin, Anna Total:		67.00
ANMINTOS - Mintos, Anthony		
322646	12/08/2025	
Inv Film592		1,140.00
322646 Total:		1,140.00
ANMINTOS - Mintos, Anthony Total:		1,140.00
ANTLAGRP - Annealta Group		
322587	12/08/2025	
Inv 497-3688		6,375.00
Inv 497-3690		5,287.50
Inv 497-3691		1,687.50
322587 Total:		13,350.00
ANTLAGRP - Annealta Group Total:		13,350.00
APKS6713 - Kasparian, Arpy		
322632	12/08/2025	
Inv 04/06-04/18/23		24.63
Inv 05/16/2023		16.11
322632 Total:		40.74

Check Number	Check Date	Amount
APKS6713 - Kasparian, Arpy Total:		40.74
ATLRR816 - Atkinson, Andelson, Loya, Rudd & Romo		
0	12/08/2025	
Inv 767951		126.00
0 Total:		126.00
ATLRR816 - Atkinson, Andelson, Loya, Rudd & Romo Total:		126.00
AZTL1011 - Zavala, Jose Luis		
322693	12/08/2025	
Inv SP005		1,525.00
322693 Total:		1,525.00
AZTL1011 - Zavala, Jose Luis Total:		1,525.00
BARALPW - Barrera, Alejandro		
322590	12/08/2025	
Inv 11/15/2025		25.20
Inv 11/18/2025		25.20
Inv 11/22/2025		25.20
322590 Total:		75.60
BARALPW - Barrera, Alejandro Total:		75.60
BENJONES - Jones, Benjamin B.		
322631	12/08/2025	
Inv 129153		16.60
Inv 129173		16.60
322631 Total:		33.20
BENJONES - Jones, Benjamin B. Total:		33.20
BERM6410 - Bee Removers		
322591	12/08/2025	
Inv 601913		185.00
322591 Total:		185.00
BERM6410 - Bee Removers Total:		185.00
BLSP8010 - Blackstone Publishing		
0	12/08/2025	
Inv 2218545		254.89
0 Total:		254.89

BLSP8010 - Blackstone Publishing Total:		254.89
BSHL6710 - Base Hill, Inc., dba Jan Point		
0	12/08/2025	
Inv 26418		17,950.00
0 Total:		17,950.00
BSHL6710 - Base Hill, Inc., dba Jan Point Total:		17,950.00
BUR4018 - Burro Canyon Ent		
322598	12/08/2025	
Inv 3665		280.00
Inv 3677		140.00
322598 Total:		420.00
BUR4018 - Burro Canyon Ent Total:		420.00
CADE6011 - Dees, Catherine		
322610	12/08/2025	
Inv DW1224-03		500.00
322610 Total:		500.00
CADE6011 - Dees, Catherine Total:		500.00
CAL5236 - Dy-Dee Services of Pasadena, Inc.		
322612	12/08/2025	
Inv 2527454		91.20
322612 Total:		91.20
CAL5236 - Dy-Dee Services of Pasadena, Inc. Total:		91.20
CAMERPL - California Metro Patrol & EMS, Inc.		
322599	12/08/2025	
Inv 12527		3,042.14
322599 Total:		3,042.14
CAMERPL - California Metro Patrol & EMS, Inc. Total:		3,042.14
CAN0607 - Cantu Graphics Inc.		
322601	12/08/2025	
Inv 64990-3		1,508.33
Inv 65033-7		187.85
Inv 65033-8		88.29
Inv 65033-9		44.14

Check Number	Check Date	Amount
322601 Total:		1,828.61
CAN0607 - Cantu Graphics Inc. Total:		1,828.61
CAORGPLS - Californians Organized for Police Support		
322600	12/08/2025	
Inv 1042024		300.00
322600 Total:		300.00
CAORGPLS - Californians Organized for Police Support Total:		300.00
CDAVILA - Davila, Cristofer		
0	12/08/2025	
Inv CD 11-12		169.40
Inv CD 12-1		55.00
0 Total:		224.40
CDAVILA - Davila, Cristofer Total:		224.40
CGPH4011 - Phillips, Craig		
322655	12/08/2025	
Inv 11/13-15/25		416.24
322655 Total:		416.24
CGPH4011 - Phillips, Craig Total:		416.24
CGUSA - Compass Group USA, Inc.		
322607	12/08/2025	
Inv SOC296053		414.09
322607 Total:		414.09
CGUSA - Compass Group USA, Inc. Total:		414.09
CHTA4011 - Tamer, Christian		
322677	12/08/2025	
Inv 11/7/24		37.39
322677 Total:		37.39
CHTA4011 - Tamer, Christian Total:		37.39
CONYEE - Yee, Connie		
0	12/08/2025	
Inv NovFF		864.00
Inv TotalBodyNov		148.20

Check Number	Check Date	Amount
0 Total:		1,012.20
CONYEE - Yee, Connie Total:		1,012.20
COR7788 - Cornforth, Robert Darren		
0	12/08/2025	
Inv TENNIS-NOV25		1,716.00
0 Total:		1,716.00
COR7788 - Cornforth, Robert Darren Total:		1,716.00
CRHY8067 - Hartney, Corey P.		
0	12/08/2025	
Inv INVNOV25		182.00
0 Total:		182.00
CRHY8067 - Hartney, Corey P. Total:		182.00
CRSGRUND - Gruenewald, Christopher		
322624	12/08/2025	
Inv 04/23/2024		18.00
322624 Total:		18.00
CRSGRUND - Gruenewald, Christopher Total:		18.00
CRSR2010 - Corodata Shredding Inc.		
0	12/08/2025	
Inv DN1548257		138.09
0 Total:		138.09
CRSR2010 - Corodata Shredding Inc. Total:		138.09
CTYELCSP - City Electric Supply Company		
322606	12/08/2025	
Inv PDA/030623		152.16
322606 Total:		152.16
CTYELCSP - City Electric Supply Company Total:		152.16
DABN8267 - Bohan, Diana 101-8030-8021-8267-000		
0	12/08/2025	
Inv NovYoga		261.60
0 Total:		261.60

Check Number	Check Date	Amount
DABN8267 - Bohan, Diana Total:		261.60
DAMA4011 - Maldonado, David		
322644	12/08/2025	
Inv 01/13/2025		42.00
322644 Total:		42.00
DAMA4011 - Maldonado, David Total:		42.00
DATA5000 - MRSP, LLC		
0	12/08/2025	
Inv SPMR4407		444.48
0 Total:		444.48
DATA5000 - MRSP, LLC Total:		444.48
DBAR3011 - Brink's Incorporated		
0	12/08/2025	
Inv 13090615		2,250.36
0 Total:		2,250.36
DBAR3011 - Brink's Incorporated Total:		2,250.36
DEL4000 - Dell Marketing L.P.		
0	12/08/2025	
Inv 10844573970		2,160.01
0 Total:		2,160.01
DEL4000 - Dell Marketing L.P. Total:		2,160.01
DEM0777 - Demco Inc.		
322611	12/08/2025	
Inv 7725748		371.10
322611 Total:		371.10
DEM0777 - Demco Inc. Total:		371.10
DSP0755 - D & S Printing		
322608	12/08/2025	
Inv 1106		629.85
322608 Total:		629.85

Check Number	Check Date	Amount
DSP0755 - D & S Printing Total:		629.85
EDVL6010 - Villalobos, Edgar		
322686	12/08/2025	
Inv 6/16/2023		25.55
Inv 8/4/2023		25.55
322686 Total:		51.10
EDVL6010 - Villalobos, Edgar Total:		51.10
EGGO4011 - Giron-Garrido, Elias		
322620	12/08/2025	
Inv 01/26/2023		77.59
Inv 08/10/2023		80.16
Inv 11/07/2024		37.39
Inv 12/09/2022		20.13
322620 Total:		215.27
EGGO4011 - Giron-Garrido, Elias Total:		215.27
ELJO8031 - Johansson – Miller, Elias		
322630	12/08/2025	
Inv 98041280		294.00
322630 Total:		294.00
ELJO8031 - Johansson – Miller, Elias Total:		294.00
ELSRTIRE - El Sereno Tire Shop		
322613	12/08/2025	
Inv 1291		168.81
Inv 1303		50.00
322613 Total:		218.81
ELSRTIRE - El Sereno Tire Shop Total:		218.81
EMRCHAN - Chan, Emery		
322603	12/08/2025	
Inv 127816		93.80
322603 Total:		93.80
EMRCHAN - Chan, Emery Total:		93.80
ESCLCEPW - Escalera, Lance		
322614	12/08/2025	
Inv 11/18/2025		31.36

Check Number	Check Date	Amount
Inv 11/20/2025		31.36
Inv 11/21/2025		31.36
Inv 11/22/2025		31.36
322614 Total:		125.44
ESCLCEPW - Escalera, Lance Total:		125.44
ETHANWU - Wu, Ethan		
322690	12/08/2025	
Inv 04152025D		50.00
322690 Total:		50.00
ETHANWU - Wu, Ethan Total:		50.00
EURO6710 - Eurofins Environment Testing America Holdings, Inc		
0	12/08/2025	
Inv 3800095690		3,515.39
Inv 3800107371		2,938.59
0 Total:		6,453.98
EURO6710 - Eurofins Environment Testing America Holdings, Inc Total:		6,453.98
GALL5011 - Galls, LLC		
322617	12/08/2025	
Inv 033199295		70.10
Inv 033199296		235.22
322617 Total:		305.32
GALL5011 - Galls, LLC Total:		305.32
GBCL4010 - Carrillo, Gilbert		
322602	12/08/2025	
Inv 08/20/2024		23.18
Inv 10/27/2025		65.00
Inv 11/16/2022		7.63
Inv 11/17-18/25		162.55
322602 Total:		258.36
GBCL4010 - Carrillo, Gilbert Total:		258.36
GRA6601 - Grainger		
322623	12/08/2025	
Inv 9633764718		172.91
Inv 9709517115		51.48
322623 Total:		224.39

Check Number	Check Date	Amount
GRA6601 - Grainger Total:		224.39
GRYKLLY - Kelly, Gary		
322633	12/08/2025	
Inv 130148		46.42
Inv 131115		46.66
322633 Total:		93.08
GRYKLLY - Kelly, Gary Total:		93.08
HAC6711 - Hach Company		
322625	12/08/2025	
Inv 14765833		1,597.63
322625 Total:		1,597.63
HAC6711 - Hach Company Total:		1,597.63
IBLS6116 - Ibarra, Luis		
322628	12/08/2025	
Inv 1/11/23		16.11
Inv 1/14/23		5.37
Inv 1/4/23		5.37
Inv 1/8/23		5.37
Inv 3/13/2023		5.37
Inv 3/17/2023		5.37
Inv 3/19/2023		5.37
Inv 3/4/2023		5.37
Inv 8/11/2023		5.37
322628 Total:		59.07
IBLS6116 - Ibarra, Luis Total:		59.07
IICC8025 - Occupational Health Centers of California		
322651	12/08/2025	
Inv 18680736		53.00
322651 Total:		53.00
IICC8025 - Occupational Health Centers of California Total:		53.00
INPLCNAS - International Police Canine Association		
322629	12/08/2025	
Inv 10078		45.00
322629 Total:		45.00

Check Number	Check Date	Amount
INPLCNAS - International Police Canine Association Total:		45.00
JAHE4011 - Hernandez, Javier		
322626	12/08/2025	
Inv 01/13/2025		42.00
Inv 02/11/2025		21.70
Inv 10/07-10/08/24		37.25
322626 Total:		100.95
JAHE4011 - Hernandez, Javier Total:		100.95
JANSLNAS - Salinas, Juan		
322662	12/08/2025	
Inv 11/15/2025		8.54
Inv 11/17/2025		8.54
Inv 11/19/2025		8.54
322662 Total:		25.62
JANSLNAS - Salinas, Juan Total:		25.62
JCLTRAFF - JCL Traffic Services		
0	12/08/2025	
Inv 131301		670.85
Inv 131377		577.47
Inv 131440		650.62
Inv 131894		80.67
0 Total:		1,979.61
JCLTRAFF - JCL Traffic Services Total:		1,979.61
JMCB6710 - Cipres Bravo, Jose Manuel		
322605	12/08/2025	
Inv 10/10/2025		55.16
Inv 10/13/2025		27.58
322605 Total:		82.74
JMCB6710 - Cipres Bravo, Jose Manuel Total:		82.74
JSGMRAN - Gomez Moran, Jose Francisco		
322621	12/08/2025	
Inv 244126682		100.00
Inv 244126722		100.00
322621 Total:		200.00
JSGMRAN - Gomez Moran, Jose Francisco Total:		200.00

Check Number	Check Date	Amount
JTROTH - Troth, Jacob		
322680	12/08/2025	
Inv Acct# 18918		215.80
322680 Total:		215.80
JTROTH - Troth, Jacob Total:		215.80
KALICHAN - Chan, Kalim		
322604	12/08/2025	
Inv 00427961		109.00
322604 Total:		109.00
KALICHAN - Chan, Kalim Total:		109.00
KENSONG - Song, Ken		
322670	12/08/2025	
Inv 172026		400.00
322670 Total:		400.00
KENSONG - Song, Ken Total:		400.00
KMTM4011 - Kim, Timothy		
322634	12/08/2025	
Inv 11/11/2025		33.87
322634 Total:		33.87
KMTM4011 - Kim, Timothy Total:		33.87
KRSA8031 - Savage, Kristen		
322665	12/08/2025	
Inv 97807556		825.00
322665 Total:		825.00
KRSA8031 - Savage, Kristen Total:		825.00
KUS4011 - Kustom Signals Inc.		
0	12/08/2025	
Inv 623554		19,360.44
Inv 623569		19,360.44
0 Total:		38,720.88
KUS4011 - Kustom Signals Inc. Total:		38,720.88

Check Number	Check Date	Amount
LACODHS - Los Angeles County Department of Health Services		
322641	12/08/2025	
Inv 2025-11A		310.00
322641 Total:		310.00
LACODHS - Los Angeles County Department of Health Services Total:		310.00
LAKEVIEW - Sharma, Nitish		
322666	12/08/2025	
Inv 55		17,120.00
322666 Total:		17,120.00
LAKEVIEW - Sharma, Nitish Total:		17,120.00
LCHD8011 - Lucas Holdings LLC		
322642	12/08/2025	
Inv 72121		1,834.35
322642 Total:		1,834.35
LCHD8011 - Lucas Holdings LLC Total:		1,834.35
LEBE8032 - Betts, Lemar		
322593	12/08/2025	
Inv INV.SKATENOV25		958.30
322593 Total:		958.30
LEBE8032 - Betts, Lemar Total:		958.30
LIFE822 - Life-Assist Inc.		
322639	12/08/2025	
Inv 2021597		1,556.35
322639 Total:		1,556.35
LIFE822 - Life-Assist Inc. Total:		1,556.35
LILESTDA - Estrada, Lilly		
322615	12/08/2025	
Inv 10312025		25.00
322615 Total:		25.00
LILESTDA - Estrada, Lilly Total:		25.00
LRODRIGU - Rodriguez, Luis		
322660	12/08/2025	

Check Number	Check Date	Amount
Inv 0008588Z		18.97
322660 Total:		18.97
LRODRIGU - Rodriguez, Luis Total:		18.97
LTBRINGE - The Light Bringer Project		
322679	12/08/2025	
Inv DG136671979		294.00
322679 Total:		294.00
LTBRINGE - The Light Bringer Project Total:		294.00
LXNX4010 - LexisNexis Claims Solutions Inc		
322638	12/08/2025	
Inv 1028015412		8,551.69
322638 Total:		8,551.69
LXNX4010 - LexisNexis Claims Solutions Inc Total:		8,551.69
MAC1529 - Macdonald, Douglas A.		
0	12/08/2025	
Inv SCD(NOV25)		184.60
0 Total:		184.60
MAC1529 - Macdonald, Douglas A. Total:		184.60
MART8031 - SoSound Entertainment		
322671	12/08/2025	
Inv August 20, 2023		2,150.00
322671 Total:		2,150.00
MART8031 - SoSound Entertainment Total:		2,150.00
MCPSTI - Pusateri, Michele		
0	12/08/2025	
Inv PBALL- NOV25		2,928.25
0 Total:		2,928.25
MCPSTI - Pusateri, Michele Total:		2,928.25
MDWSTPE - Midwest Tape LLC		
322645	12/08/2025	
Inv 507962115		227.76
Inv 507993830		93.83

Check Number	Check Date	Amount
Inv 508024909		66.26
322645 Total:		387.85
MDWSTPE - Midwest Tape LLC Total:		387.85
MELSTEPH - Stepanian, Melanis		
322673	12/08/2025	
Inv 11/4/23		3.41
322673 Total:		3.41
MELSTEPH - Stepanian, Melanis Total:		3.41
MGFNDZ - Fernandez, Miguel		
322616	12/08/2025	
Inv 1341		22.09
Inv 1343		22.09
322616 Total:		44.18
MGFNDZ - Fernandez, Miguel Total:		44.18
MHSM4011 - Smith, Michael		
322669	12/08/2025	
Inv 03/14/2024		21.84
322669 Total:		21.84
MHSM4011 - Smith, Michael Total:		21.84
MIGINC - Moore Iacofano Goltsman, Inc.		
0	12/08/2025	
Inv 0094094		2,712.50
0 Total:		2,712.50
MIGINC - Moore Iacofano Goltsman, Inc. Total:		2,712.50
MIKBJRK - Bjork, Mikela		
322594	12/08/2025	
Inv 130147		46.42
322594 Total:		46.42
MIKBJRK - Bjork, Mikela Total:		46.42
MVCH3011 - MV Cheng & Associates Inc.		
322647	12/08/2025	
Inv 11/30/2025A		4,480.00

322647 Total:		4,480.00
MVCH3011 - MV Cheng & Associates Inc. Total:		4,480.00
MZVZT - Van Zandt, Maizon		
322683	12/08/2025	
Inv 03/29/2024		4.42
Inv 04/05/2024		4.42
Inv 04/06/2024		4.42
Inv 04/09/2024		4.42
Inv 10/09/2024		4.42
Inv 12/09/2024		4.42
322683 Total:		26.52
MZVZT - Van Zandt, Maizon Total:		26.52
NATAXIFO - Xifo, Natalie A.		
322691	12/08/2025	
Inv 129164		16.60
322691 Total:		16.60
NATAXIFO - Xifo, Natalie A. Total:		16.60
NCBS587 - Nick Boswell Photography, Inc.		
322650	12/08/2025	
Inv 33512		150.00
322650 Total:		150.00
NCBS587 - Nick Boswell Photography, Inc. Total:		150.00
NILA8031 - Lasseube, Nicole		
322637	12/08/2025	
Inv 98041114		590.00
322637 Total:		590.00
NILA8031 - Lasseube, Nicole Total:		590.00
NV5R9266 - NV5, Inc.		
0	12/08/2025	
Inv 465613		21,319.60
Inv 472681		16,528.00
0 Total:		37,847.60
NV5R9266 - NV5, Inc. Total:		37,847.60

OCL8011 - OCLC Inc.

0	12/08/2025	
Inv 1000471544		920.84
0 Total:		920.84
OCL8011 - OCLC Inc. Total:		920.84

OMEGAIND - Omega Industrial Supply Inc

322652	12/08/2025	
Inv 166820		1,888.24
322652 Total:		1,888.24
OMEGAIND - Omega Industrial Supply Inc Total:		1,888.24

PCAWNING - Begolli, Endri

322592	12/08/2025	
Inv 32		3,650.00
322592 Total:		3,650.00
PCAWNING - Begolli, Endri Total:		3,650.00

PERZHOIE - Perez, Zhoie

322654	12/08/2025	
Inv 00421719		15.00
322654 Total:		15.00
PERZHOIE - Perez, Zhoie Total:		15.00

PHOE4610 - Phoenix Group Information Systems

322656	12/08/2025	
Inv 102025184		7,645.80
322656 Total:		7,645.80
PHOE4610 - Phoenix Group Information Systems Total:		7,645.80

PLCARIE - Plescia, Carrie

0	12/08/2025	
Inv LATDANCENOV25		13.00
0 Total:		13.00
PLCARIE - Plescia, Carrie Total:		13.00

PMAB8021 - Budka, Pamela Avry

Check Number	Check Date	Amount
322597	12/08/2025	
Inv ChairYogaNov		298.40
Inv MeditationNov		120.80
322597 Total:		419.20
PMAB8021 - Budka, Pamela Avry Total:		419.20
PMLDONG - Dong, Pamella C.		
0	12/08/2025	
Inv NovMartiaDropIn		172.00
Inv NovQiGongDropIn		196.00
0 Total:		368.00
PMLDONG - Dong, Pamella C. Total:		368.00
POR4707 - United Site Services, Inc.		
322682	12/08/2025	
Inv INV-5752889		607.46
322682 Total:		607.46
POR4707 - United Site Services, Inc. Total:		607.46
PSLSV802 - Pasadena Live Scan Service LLC		
322653	12/08/2025	
Inv 452		350.00
322653 Total:		350.00
PSLSV802 - Pasadena Live Scan Service LLC Total:		350.00
PTSP2011 - The Print Spot		
0	12/08/2025	
Inv 9767		2,192.91
0 Total:		2,192.91
PTSP2011 - The Print Spot Total:		2,192.91
PTZM4011 - Zamora, Patrick		
322692	12/08/2025	
Inv 11/17/2025		42.00
322692 Total:		42.00
PTZM4011 - Zamora, Patrick Total:		42.00
PUFG8267 - Wong, Pauline Sam		

Check Number	Check Date	Amount
0	12/08/2025	
Inv adultNov		107.25
Inv SeniorNov		96.00
0 Total:		203.25
PUFG8267 - Wong, Pauline Sam Total:		203.25
REP6115 - Yunex LLC		
0	12/08/2025	
Inv 90005630		3,435.00
0 Total:		3,435.00
REP6115 - Yunex LLC Total:		3,435.00
RFCI8180 - Raftelis Financial Consultants, Inc.		
322657	12/08/2025	
Inv 42764		1,620.00
322657 Total:		1,620.00
RFCI8180 - Raftelis Financial Consultants, Inc. Total:		1,620.00
RHAL9158 - RHA Landscape Architects-Planners		
322658	12/08/2025	
Inv 122768		2,500.00
322658 Total:		2,500.00
RHAL9158 - RHA Landscape Architects-Planners Total:		2,500.00
RIAL6501 - Arriola, Richard		
322589	12/08/2025	
Inv 11/15/2025		18.62
322589 Total:		18.62
RIAL6501 - Arriola, Richard Total:		18.62
RMSF8025 - Trapeze Software Group, Inc.		
0	12/08/2025	
Inv RMSMA00003662		11,535.20
0 Total:		11,535.20
RMSF8025 - Trapeze Software Group, Inc. Total:		11,535.20
ROB1111 - Robledo, Shannon		
322659	12/08/2025	

Check Number	Check Date	Amount
Inv 04/25-04/26/25		759.79
322659 Total:		759.79
ROB1111 - Robledo, Shannon Total:		759.79
RWGN8160 - Richards, Watson & Gershon		
0	12/08/2025	
Inv 256130		56,046.45
Inv 256131		1,856.40
Inv 256132		3,553.20
0 Total:		61,456.05
RWGN8160 - Richards, Watson & Gershon Total:		61,456.05
RYAN - Garcia, Ryan		
322619	12/08/2025	
Inv 11/15/2025		14.28
322619 Total:		14.28
RYAN - Garcia, Ryan Total:		14.28
SAN4958 - San Marino Security System, Inc.		
322664	12/08/2025	
Inv 61055		50.00
322664 Total:		50.00
SAN4958 - San Marino Security System, Inc. Total:		50.00
SCRR4010 - Superior Court of California, County of LA		
322675	12/08/2025	
Inv October 2025		8,085.00
322675 Total:		8,085.00
SCRR4010 - Superior Court of California, County of LA Total:		8,085.00
SCSENGIN - STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS INC		
0	12/08/2025	
Inv 0556224		11,191.50
0 Total:		11,191.50
SCSENGIN - STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS INC Total:		11,191.50
SGMC2013 - Apramian, Glen John		
322588	12/08/2025	

Check Number	Check Date	Amount
Inv 155325		175.00
Inv 155352		175.00
Inv 155379		175.00
322588 Total:		525.00
SGMC2013 - Apramian, Glen John Total:		525.00
SGVMC111 - AHMC San Gabriel Valley Medical Center LP		
322583	12/08/2025	
Inv 944536		48.00
Inv 944661		48.00
322583 Total:		96.00
SGVMC111 - AHMC San Gabriel Valley Medical Center LP Total:		96.00
SKYHAWKS - Lenear Sports, LLC		
0	12/08/2025	
Inv SKYH-PBALLNOV25		416.00
Inv SKYH-TNOV25		416.00
Inv SKYH-VBALLNOV25		406.25
0 Total:		1,238.25
SKYHAWKS - Lenear Sports, LLC Total:		1,238.25
SOU3232 - South PasadenaTournament of Roses Association		
0	12/08/2025	
Inv 12.7.22 - # 15		250.00
0 Total:		250.00
SOU3232 - South PasadenaTournament of Roses Association Total:		250.00
SPEC5011 - Spectrum Gas Products		
322672	12/08/2025	
Inv 0000669889		172.72
322672 Total:		172.72
SPEC5011 - Spectrum Gas Products Total:		172.72
SPNBRWN - Brown, Spencer		
322596	12/08/2025	
Inv 300-002		33.87
322596 Total:		33.87
SPNBRWN - Brown, Spencer Total:		33.87

Check Number	Check Date	Amount
STA5219 - Staples Business Advantage		
0	12/08/2025	
Inv 6047861212		72.99
Inv 6047861213		383.91
Inv 6047929434		108.40
Inv 6047929436		44.47
Inv 6048008204		177.46
Inv 6048008205		58.54
Inv 6048008206		142.04
Inv 6048008208		52.70
Inv 6048008210		13.36
Inv 6048351594		71.41
Inv 6048432130		81.97
Inv 6048512603		49.48
Inv 6048512605		83.00
Inv 6048698693		38.66
Inv 6049085869		112.90
Inv 6049708926		51.29
0 Total:		1,542.58
STA5219 - Staples Business Advantage Total:		1,542.58
STCADIR - Office of Self-Insurance Plans, State of California, Dept of Industrial Relations,		
0	12/08/2025	
Inv OSIP 73434		35,953.59
0 Total:		35,953.59
STCADIR - Office of Self-Insurance Plans, State of California, Dept of Industrial Relations, Total:		35,953.59
SUVA8022 - Sunset Vans Inc.		
322674	12/08/2025	
Inv 101420		310.00
Inv 101421		155.00
Inv 101422		155.00
322674 Total:		620.00
SUVA8022 - Sunset Vans Inc. Total:		620.00
SWOR8032 - Swords Fencing Studio		
322676	12/08/2025	
Inv SWFENCING-NOV		176.00
322676 Total:		176.00
SWOR8032 - Swords Fencing Studio Total:		176.00
THES8267 - Siegel, Theodore		
322668	12/08/2025	

Check Number	Check Date	Amount
Inv 1122026		150.00
322668 Total:		150.00
THES8267 - Siegel, Theodore Total:		150.00
THOMSLBR - Salisbury, Thomas A.		
322663	12/08/2025	
Inv 100		1,875.00
322663 Total:		1,875.00
THOMSLBR - Salisbury, Thomas A. Total:		1,875.00
TIMR6116 - Rodriguez, Tim		
322661	12/08/2025	
Inv 11/15/2025		29.96
Inv 11/16/2025		29.96
322661 Total:		59.92
TIMR6116 - Rodriguez, Tim Total:		59.92
TLC2155 - VCA Animal Hospitals Inc		
322685	12/08/2025	
Inv 5418610757		284.34
322685 Total:		284.34
TLC2155 - VCA Animal Hospitals Inc Total:		284.34
TORNATSU - Natsuki, Toru		
322648	12/08/2025	
Inv 126749		30.00
Inv 126750		31.00
322648 Total:		61.00
TORNATSU - Natsuki, Toru Total:		61.00
TOT2010 - TASC		
322678	12/08/2025	
Inv IN3609956		467.76
322678 Total:		467.76
TOT2010 - TASC Total:		467.76
TRA5998 - Transtech Engineers, Inc.		
0	12/08/2025	

Check Number	Check Date	Amount
Inv 20256237		58,312.50
Inv 20256238		30,694.59
Inv 20256239		2,332.20
0 Total:		91,339.29
TRA5998 - Transtech Engineers, Inc. Total:		91,339.29
TSA8011 - Tsai Fong Books, Inc.		
322681	12/08/2025	
Inv 22453		599.44
Inv 22523		466.16
Inv 22555		84.93
322681 Total:		1,150.53
TSA8011 - Tsai Fong Books, Inc. Total:		1,150.53
TSCHOLEF - Scholefield, Tim		
0	12/08/2025	
Inv TS-11/25		80.00
0 Total:		80.00
TSCHOLEF - Scholefield, Tim Total:		80.00
TYBL7000 - Borrello, Tyler		
322595	12/08/2025	
Inv 00108646		21.87
Inv 656886		44.00
322595 Total:		65.87
TYBL7000 - Borrello, Tyler Total:		65.87
UIHIHANG - Huang, Yihui		
322627	12/08/2025	
Inv 129151		16.60
322627 Total:		16.60
UIHIHANG - Huang, Yihui Total:		16.60
VAR1111 - Vargas, Ruben		
322684	12/08/2025	
Inv 11/15/2025		18.90
322684 Total:		18.90
VAR1111 - Vargas, Ruben Total:		18.90

Check Number	Check Date	Amount
VCMA6710 - Magana, Victor		
322643	12/08/2025	
Inv 12003		250.00
Inv FY25-26_EV		303.30
Inv FY25-26_FM		278.45
Inv FY25-26_JA		303.30
Inv FY25-26_JC		293.38
Inv FY25-26_KM		303.30
Inv FY25-26_LP		278.45
Inv FY25-26_RG		303.30
Inv FY25-26_RS		293.38
Inv FY25-26_VM		278.45
322643 Total:		2,885.31
VCMA6710 - Magana, Victor Total:		2,885.31
WAZDLDL - Dalal, Wazir		
322609	12/08/2025	
Inv 244126875		33.00
Inv 244127044		28.00
322609 Total:		61.00
WAZDLDL - Dalal, Wazir Total:		61.00
WBCP2011 - WBCP, Inc.		
322687	12/08/2025	
Inv 7497		6,689.00
322687 Total:		6,689.00
WBCP2011 - WBCP, Inc. Total:		6,689.00
WES4152 - West Coast Arborists, Inc.		
0	12/08/2025	
Inv 231577		40,345.10
Inv 232329		2,101.20
Inv 232331		4,542.30
Inv 236186		3,491.20
0 Total:		50,479.80
WES4152 - West Coast Arborists, Inc. Total:		50,479.80
WILFLMA - Lima, Wilfredo		
322640	12/08/2025	
Inv 129175		16.60
322640 Total:		16.60

Check Number	Check Date	Amount
WILFLMA - Lima, Wilfredo Total:		16.60
WLHD8020 - Westlake Hardware		
0	12/08/2025	
Inv 14306258		338.57
0 Total:		338.57
WLHD8020 - Westlake Hardware Total:		338.57
WON1111 - Wong, Daren		
322688	12/08/2025	
Inv 11/06/2023		39.17
322688 Total:		39.17
WON1111 - Wong, Daren Total:		39.17
WOODS - WOODS, HOWARDS		
322689	12/08/2025	
Inv 133340		149.00
322689 Total:		149.00
WOODS - WOODS, HOWARDS Total:		149.00
YVOS6011 - Shay, Yvonne		
322667	12/08/2025	
Inv PW2878		424.00
322667 Total:		424.00
YVOS6011 - Shay, Yvonne Total:		424.00
ZOLL8021 - Zoll Medical Corporation		
322694	12/08/2025	
Inv 4369405		1,141.38
322694 Total:		1,141.38
ZOLL8021 - Zoll Medical Corporation Total:		1,141.38
Total:		545,764.11

Accounts Payable

Check Detail

User: tfernandez
Printed: 12/09/2025 - 11:32AM

Check Number	Check Date	Amount
DTV5012 - DIRECTV		
322696	12/09/2025	
Inv 68653046X251129		112.88
322696 Total:		112.88
DTV5012 - DIRECTV Total:		112.88
ENTERPRI - Enterprise FM Trust		
0	12/09/2025	
Inv FBN5504347		25,628.73
0 Total:		25,628.73
ENTERPRI - Enterprise FM Trust Total:		25,628.73
ROYALLAN - ROY ALLAN SLURRY SEAL, INC		
322697	12/09/2025	
Inv 4721		136,686.36
322697 Total:		136,686.36
ROYALLAN - ROY ALLAN SLURRY SEAL, INC Total:		136,686.36
SWCB6711 - State Water Resource Control Board		
322698	12/09/2025	
Inv WS-1053633		42,112.72
322698 Total:		42,112.72
SWCB6711 - State Water Resource Control Board Total:		42,112.72
WLHD8020 - Westlake Hardware		
0	12/09/2025	
Inv 14306250		7.96
Inv 14306293		68.07
Inv 14306314		594.45
0 Total:		670.48
WLHD8020 - Westlake Hardware Total:		670.48

Check Number	Check Date	Amount
Total:		205,211.17

City of
SOUTH PASADENA

Online Payment Log			
Date	**Vendor**	**Amount**	**Description**
12/9/2025	So Cal Gas	$1,322.40	Online Payment for City Owned Natural Gas Accounts.
12/10/2025	So Cal Edison	$18,489.29	Online Payment for Various City Owned Electric Accounts.
Total:		***$19,811.69***	

Payroll

Payroll Summary Report

Payroll Date: **11.21.2025** **Regular**

Checks	$	828.05
Direct Deposits	$	588,577.93
IRS Payments	$	122,776.14
EDD - State of CA	$	39,734.14
PERS Pension	$	151,872.61
Deferred Comp	$	30,442.35
PERS Health	$	233,474.42
Subtotal:	**$**	**1,167,705.64**
Grand Total:	**$**	**1,167,705.64**

BMO

Stop Payment Details

Generated On: 2025-11-20 14:16 p.m. ET by MSIEGFRIED

Customer ID	Account	Check Number	Amount	Payee	Expiry Date	Status
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	319722	0.00		2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	316558	0.00		2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	317908	0.00		2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	318440	0.00		2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	318521	0.00		2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	320096	0.00		2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	320287	0.00		2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	316668	0.00		2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	320842	0.00		2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	317166	0.00		2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	317071	0.00		2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	316283	0.00		2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	318169	0.00		2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	320391	0.00		2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	320113	0.00		2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	320465	0.00		2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	319111	0.00		2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	320509	0.00		2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	317050	0.00		2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	317492	0.00		2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	315755	0.00		2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	316045	0.00		2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	317440	0.00		2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	320402	0.00		2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	316779	0.00		2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	315835	0.00		2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	321076	0.00		2026-11-20	Active

29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	315644	0.00	2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	320208	0.00	2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	316451	0.00	2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	316555	0.00	2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	316121	0.00	2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	316277	0.00	2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	317447	0.00	2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	318906	0.00	2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	320146	0.00	2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	320505	0.00	2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	320826	0.00	2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	316046	0.00	2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	321166	0.00	2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	321210	0.00	2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	317064	0.00	2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	318131	0.00	2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	318657	0.00	2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	319358	0.00	2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	316413	0.00	2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	319041	0.00	2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	320070	0.00	2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	320473	0.00	2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	316401	0.00	2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	318259	0.00	2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	321259	0.00	2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	318153	0.00	2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	315797	0.00	2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	315684	0.00	2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	317079	0.00	2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	317048	0.00	2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	315590	0.00	2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	316276	0.00	2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	316798	0.00	2026-11-20	Active

29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	315689 ✓	0.00	2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	316292 ✓	0.00	2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	318055 ✓	0.00	2026-11-20	Active
29602267	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	317262 ✓	0.00	2026-11-20	Active

Permark, William, reissue & mail

Accounts Payable

Void Check Proof List

User: msiegfried
Printed: 11/20/2025 - 10:37AM
Batch: 03660.11.2025 - Dec 1, 2022-May 31, 2025 Stale Dated Checks

Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: AGAR8031	Anthony Garcia									
Check No: 319722	Check Date: 09/18/2024									
	294.00	77137911	08/28/2024	Refund of deposit paid for the reservat					No	0
101-0000-0000-2920-000										
Check Total:	294.00									
Vendor Total:	294.00									
Vendor: ALLAMEX	Alison Lamourex									
Check No: 316558	Check Date: 05/17/2023									
	67.00	130979	04/26/2023	Patron requested cancelation of gazebo					No	0
101-0000-0000-5270-005										
Check Total:	67.00									
Vendor Total:	67.00									
Vendor: AMDA6710	Jose L. Almeda									
Check No: 317908	Check Date: 12/06/2023									
	17.29	10/20/2023	10/20/2023	Mileage Claim for PW Staff					No	0
500-6010-6710-8070-000										
Check Total:	17.29									
Check No: 318440	Check Date: 02/21/2024									
	17.69	1/18/2024	01/18/2024	Mileage Claim for PW Staff					No	0
500-6010-6710-8070-000										
Check Total:	17.69									
Check No: 318521	Check Date: 03/06/2024									
	25.46	2/8/2024	02/08/2024	PW Staff Mileage Claim					No	0

Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
500-6010-6710-8070-000										
Check Total:	25.46									
Check No: 320096	Check Date:	11/21/2024								
	29.61	10/21/2024	10/21/2024	Mileage reimbursement, 10/21/2024					No	0
500-6010-6710-8070-000										
Check Total:	29.61									
Check No: 320287	Check Date:	12/11/2024								
	28.27	11/09/2024	11/09/2024	Mileage reimbursement, 11/09/2024					No	0
500-6010-6710-8070-000										
Check Total:	28.27									
Vendor Total:	118.32									
Vendor: ANLAPIN	Anna Lapin									
Check No: 316668	Check Date:	06/07/2023								
	67.00	131504	05/18/2023	50% refund for gazebo reservation can					No	0
101-0000-0000-5270-005										
Check Total:	67.00									
Vendor Total:	67.00									
Vendor: ANMINTOS	Anthony Mintos									
Check No: 320842	Check Date:	03/19/2025								
	1,140.00	Film592	03/04/2025						No	0
101-0000-0000-2910-200										
Check Total:	1,140.00									
Vendor Total:	1,140.00									
Vendor: APKS6713	Arpy Kasparian									
Check No: 317166	Check Date:	08/16/2023								
	24.63	04/06-04/18/23	07/24/2023	Mileage Reimbursement for 4.6.23 an					No	0
101-6010-6015-8090-000										
	16.11	05/16/2023	07/24/2023	Mileage Reimbursement for 5.16.23 U					No	0
503-6010-6713-8070-000										

hannah / Lilly

Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Check Total:	40.74									
Vendor Total:	40.74									
Vendor: AZTL1011	Jose Luis Zavala									
Check No: 317071	Check Date:	07/13/2023								
101-8030-8032-8264-000	1,525.00	SP005	07/13/2023	Performing Stage- Summer Concert 2(				24013	No	1
Check Total:	1,525.00									
Vendor Total:	1,525.00									
Vendor: BENJONES	Benjamin B. Jones									
Check No: 316283	Check Date:	04/19/2023								
101-0000-0000-5270-002	16.60	129173	02/28/2023	Partial refund for class cancellation du					No	0
101-0000-0000-5270-002	16.60	129153	02/28/2023	Partial refund for class cancellation du					No	0
Check Total:	33.20									
Vendor Total:	33.20									
Vendor: BERM6410	Bee Removers									
Check No: 318169	Check Date:	01/17/2024								
101-6010-6410-8180-000	185.00	601913	11/03/2023	Urgent bee removal service -1703 Mil:					No	0
Check Total:	185.00									
Vendor Total:	185.00									
Vendor: CADE6011	Catherine Dees									
Check No: 320391	Check Date:	01/15/2025								
503-6010-6713-8032-000	500.00	DW1224-03	12/23/2024	Residential rebate for water efficient d					No	0
Check Total:	500.00									

Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor Total:	500.00									
Vendor: CAORGPLS	Californians Organized for Poli									
Check No: 320113	Check Date: 11/21/2024									
	300.00	1042024	10/30/2024	Veterans Day entertainment					No	0
101-8030-8021-8264-000										
Check Total:	300.00									
Vendor Total:	300.00									
Vendor: CHTA4011	Christian Tamer									
Check No: 320465	Check Date: 01/15/2025									
	37.39	11/7/24	12/18/2024	BENELLI TRAINING REIMBURSEI					No	0
101-4010-4011-8200-000										
Check Total:	37.39									
Vendor Total:	37.39									
Vendor: CRSGRUND	Christopher Gruenewald									
Check No: 319111	Check Date: 06/05/2024									
	18.00	04/23/2024	05/14/2024	Sexual Assault Invest. Training Reimb					No	0
270-4010-4011-8200-000										
Check Total:	18.00									
Vendor Total:	18.00									
Vendor: DAMA4011	David Maldonado									
Check No: 320509	Check Date: 02/05/2025									
	42.00	01/13/2025	01/14/2025	MANDATORY PATROL RIFLE TRA					No	0
101-4010-4011-8210-000										
Check Total:	42.00									
Vendor Total:	42.00									
Vendor: EDVL6010	Edgar Villalobos									
Check No: 317050	Check Date: 07/19/2023									

Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
	25.55	6/16/2023	06/29/2023	Mileage Reimbursement					No	0
500-6010-6710-8070-000										
Check Total:	25.55									
Check No: 317492	Check Date:	09/27/2023								
	25.55	8/4/2023	08/31/2023	Mileage Reimbursement - 08/04/2023					No	0
500-6010-6710-8070-000										
Check Total:	25.55									
Vendor Total:	51.10									
Vendor: EGGO4011	Elias Giron-Garrido									
Check No: 315755	Check Date:	01/18/2023								
	20.13	12/09/2022	12/21/2022	DRIVER TRAINING FOR OFFICER					No	0
101-4010-4011-8210-000										
Check Total:	20.13									
Check No: 316045	Check Date:	03/01/2023								
	21.09	01/26/2023	02/09/2023	Sexual Assault Invest. Training for Off					No	0
101-4010-4011-8200-000										
	56.50	01/26/2023	02/09/2023	Sexual Assault Invest. Training for Off					No	0
101-4010-4011-8210-000										
Check Total:	77.59									
Check No: 317440	Check Date:	09/27/2023								
	80.16	08/10/2023	08/31/2023	Mental Health Training Reimbursemer					No	0
101-4010-4011-8210-000										
Check Total:	80.16									
Check No: 320402	Check Date:	01/15/2025								
	37.39	11/07/2024	12/18/2024	BENELLI TRAINING REIMBURSEI					No	0
101-4010-4011-8200-000										
Check Total:	37.39									
Vendor Total:	215.27									
Vendor: ELSRTIRE	El Sereno Tire Shop									

Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Check No: 316779	Check Date:	06/21/2023								
	168.81	1291	05/22/2023	1 new tire, repair vehicle #78				23030	No	1
207-8030-8025-8100-000										
	50.00	1303	05/23/2023	Repaired left & right rear tire for Dial-				23030	No	1
207-8030-8025-8100-000										
Check Total:	218.81									
Vendor Total:	218.81									
Vendor: EMRCHAN	Emery Chan									
Check No: 315835	Check Date:	02/01/2023								
	93.80	127816	01/03/2023	Partial refund for recreational class du					No	0
101-0000-0000-5270-002										
Check Total:	93.80									
Vendor Total:	93.80									
Vendor: ETHANWU	Ethan Wu									
Check No: 321076	Check Date:	04/22/2025								
	50.00	04152025D	04/07/2025	Entertainment for 4/15/2025 Volunteer					No	0
101-8010-8011-8170-000										
Check Total:	50.00									
Vendor Total:	50.00									
Vendor: GBCL4010	Gilbert Carrillo									
Check No: 315644	Check Date:	12/21/2022								
	7.63	11/16/2022	12/01/2022	POST MARK43 USER TRAINING F					No	0
101-4010-4011-8200-000										
Check Total:	7.63									
Check No: 320208	Check Date:	12/04/2024								
	23.18	08/20/2024	11/15/2024	LIVESCAN TRAINING REIMBURS					No	0
101-4010-4011-8200-000										
Check Total:	23.18									

Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor Total:	30.81									
Vendor: GRYKLLY	Gary Kelly									
Check No: 316451	Check Date:	05/03/2023								
	46.42	130148	04/13/2023	Partial refund for class cancellation du					No	0
101-0000-0000-5270-002										
Check Total:	46.42									
Check No: 316555	Check Date:	05/17/2023								
	46.66	131115	04/26/2023	Partial refund for class cancelation, du					No	0
101-0000-0000-5270-002										
Check Total:	46.66									
Vendor Total:	93.08									
Vendor: IBLS6116	Luis Ibarra									
Check No: 316121	Check Date:	03/15/2023								
	5.37	1/8/23	02/16/2023	Mileage Reimbursement 1/8/2023					No	0
210-6010-6501-8070-000										
	5.37	1/4/23	02/16/2023	Mileage Reimbursement 1/4/2023					No	0
230-6010-6116-8070-000										
	16.11	1/11/23	02/16/2023	Mileage Reimbursement 1/11/2023					No	0
230-6010-6116-8020-000										
	5.37	1/14/23	02/16/2023	Mileage Reimbursement 1/14/2023					No	0
230-6010-6116-8020-000										
Check Total:	32.22									
Check No: 316277	Check Date:	04/19/2023								
	5.37	3/13/2023	03/28/2023	Mileage Reimbursement					No	0
230-6010-6116-8070-000										
	5.37	3/17/2023	03/28/2023	Mileage Reimbursement					No	0
230-6010-6116-8070-000										
	5.37	3/19/2023	03/28/2023	Mileage Reimbursement					No	0
230-6010-6116-8070-000										
	5.37	3/4/2023	03/28/2023	Mileage Reimbursement					No	0
230-6010-6116-8020-000										
Check Total:	21.48									

Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Check No: 317447	Check Date: 09/27/2023									
	5.37	8/11/2023	08/31/2023	Mileage Reimbursement - 08/11/2023					No	0
230-6010-6116-8070-000										
Check Total:	5.37									
Vendor Total:	59.07									
Vendor: INPLCNAS	International Police Canine Ass									
Check No: 318906	Check Date: 05/01/2024									
	45.00	10078	04/10/2024	CA Canine Association for K9 Officer					No	0
101-4010-4011-8170-000										
Check Total:	45.00									
Vendor Total:	45.00									
Vendor: JAHE4011	Javier Hernandez									
Check No: 320146	Check Date: 11/21/2024									
	37.25	10/07-10/08/24	11/01/2024	Benelli transition course for police off					No	0
101-4010-4011-8200-000										
Check Total:	37.25									
Check No: 320505	Check Date: 02/05/2025									
	42.00	01/13/2025	01/14/2025	MANDATORY PATROL RIFLE TRA					No	0
101-4010-4011-8210-000										
Check Total:	42.00									
Check No: 320826	Check Date: 03/19/2025									
	21.70	02/11/2025	02/26/2025	DATAMASTER TRAINING REIMBU					No	0
101-4010-4011-8200-000										
Check Total:	21.70									
Vendor Total:	100.95									
Vendor: JSGMRAN	Jose Francisco Gomez Moran									
Check No: 316046	Check Date: 03/01/2023									
	100.00	244126682	11/28/2022	Refund citation due to being dismissed					No	0
101-0000-0000-4610-000										

Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
	100.00	244126722	11/28/2022	Refund citation due to being dismissec					No	0
101-0000-0000-4610-000										
Check Total:	200.00									
Vendor Total:	200.00									
Vendor: JTROTH	Jacob Troth									
Check No: 321166	Check Date:	05/07/2025								
	215.80	Acct# 18918	04/09/2025	Refund Overpayment & Deposit on In	Refund Overpayment & Dep				No	0
500-0000-0000-5320-000										
Check Total:	215.80									
Vendor Total:	215.80									
Vendor: KALICHAN	Kalim Chan									
Check No: 321210	Check Date:	05/21/2025								
	109.00	00427961	04/21/2025	Parking permit pro-rated refund.					No	0
101-0000-0000-4610-000										
Check Total:	109.00									
Vendor Total:	109.00									
Vendor: MART8031	SoSound Entertainment									
Check No: 317064	Check Date:	07/13/2023								
	2,150.00	August 20, 202	07/13/2023	Audio/Sound Package for Concert-Au				24015	No	1
101-8030-8032-8264-000										
Check Total:	2,150.00									
Vendor Total:	2,150.00									
Vendor: MELSTEPH	Melanis Stepanian									
Check No: 318131	Check Date:	12/20/2023								
	3.41	11/4/23	11/04/2023	Mileage Claim for Fall Compost Give:					No	0
503-6010-6713-8070-000										
Check Total:	3.41									

Muni billing / KA

Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor Total:	3.41									
Vendor: MGFNDZ	Miguel Fernandez									
Check No: 318657	Check Date:	03/20/2024								
	22.09	1341	02/27/2024	Refund Permit					No	0
101-0000-0000-5200-004										
	22.09	1343	02/27/2024	Refund Permit					No	0
101-0000-0000-5200-004										
Check Total:	44.18									
Vendor Total:	44.18									
Vendor: MHSM4011	Michael Smith									
Check No: 319358	Check Date:	07/17/2024								
	21.84	03/14/2024	06/25/2024	LASD Host Training Reimbursement 1					No	0
270-4010-4011-8200-000										
Check Total:	21.84									
Vendor Total:	21.84									
Vendor: MIKBJRK	Mikela Bjork									
Check No: 316413	Check Date:	05/03/2023								
	46.42	130147	04/13/2023	Partial refund for class cancellation du					No	0
101-0000-0000-5270-002										
Check Total:	46.42									
Vendor Total:	46.42									
Vendor: MZVZT	Maizon Van Zandt									
Check No: 319041	Check Date:	05/15/2024								
	4.42	04/05/2024	04/05/2024	Streets division call out 04/05/2024					No	0
230-6010-6116-8070-000										
	4.42	03/29/2024	03/29/2024	Streets division call out 3/29/2024					No	0
230-6010-6116-8070-000										
	4.42	04/06/2024	04/06/2024	Streets division call out 04/06/2024					No	0
230-6010-6116-8070-000										
	4.42	04/09/2024	04/09/2024	Streets division call out 04/09/2024					No	0
230-6010-6116-8070-000										

Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Check Total:	17.68									
Check No: 320070	Check Date:	10/30/2024								
	4.42	10/09/2024	10/09/2024	Mileage reimbursement, 10/09/2024					No	0
230-6010-6116-8070-000										
Check Total:	4.42									
Check No: 320473	Check Date:	01/15/2025								
	4.42	12/09/2024	12/09/2024	Mileage reimbursement, 12/09/2024					No	0
230-6010-6116-8070-000										
Check Total:	4.42									
Vendor Total:	26.52									
Vendor: NATAXIFO	Natalie A. Xifo									
Check No: 316401	Check Date:	04/19/2023								
	16.60	129164	03/08/2023	Partial Refund for class cancellation di					No	0
101-0000-0000-5270-002										
Check Total:	16.60									
Vendor Total:	16.60									
Vendor: PERZHOIE	Zhoie Perez									
Check No: 318259	Check Date:	01/17/2024								
	15.00	00421719	11/20/2023	Reimbursement Check for Subpoena F					No	0
101-0000-0000-2910-002										
Check Total:	15.00									
Vendor Total:	15.00									
Vendor: ROB1111	Shannon Robledo									
Check No: 321259	Check Date:	05/21/2025								
	759.79	04/25-04/26/25	04/30/2025	SHANNON ROBLEDO REIMBURSI					No	0
101-4010-4011-8210-000										
Check Total:	759.79									

Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor Total:	759.79									
Vendor: SCFT0000	Franchise Tax Board									
Check No: 318153	Check Date: 01/04/2024									
	134.98	PR 11.24.23	11/21/2023	PR Batch 11243.11.2023 Garnishment	PR Batch 11243.11.2023 Ga				No	0
700-0000-0000-2264-000										
	134.98	PR 12.08.2023	12/06/2023	PR Batch 12082.12.2023 Garnishment	PR Batch 12082.12.2023 Ga				No	0
700-0000-0000-2264-000										
Check Total:	269.96									
Vendor Total:	269.96									
Vendor: SOU3232	South PasadenaTournament of I									
Check No: 315797	Check Date: 01/18/2023									
	250.00	12.7.22 - # 15	12/08/2022	Mahmud Discreationary funds for floa					No	0
101-1010-1011-8021-000										
Check Total:	250.00									
Vendor Total:	250.00									
Vendor: SPNBRWN	Spencer Brown									
Check No: 315684	Check Date: 12/20/2022									
	33.87	300-002	12/20/2022	Refund Resident for Citation Payment					No	0
101-0000-0000-4610-000										
Check Total:	33.87									
Vendor Total:	33.87									
Vendor: THOMSLBR	Thomas A. Salisbury									
Check No: 317079	Check Date: 08/03/2023									
	1,875.00	100	08/01/2023	Performance for Concerts in the Park-					No	0
101-8030-8032-8264-000										
Check Total:	1,875.00									
Vendor Total:	1,875.00									

Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: TLC2155	VCA TLC Pasadena Veterinary									
Check No: 317048	Check Date: 07/19/2023									
	284.34	5418610757	05/26/2023	Fire- K9 Check up					No	0
101-5010-5011-8034-000										
Check Total:	284.34									
Vendor Total:	284.34									
Vendor: TORNATSU	Toru Natsuki									
Check No: 315590	Check Date: 12/07/2022									
	30.00	126749	11/14/2022	Refund due to incorrect fee provided b					No	0
101-0000-0000-5270-002										
	31.00	126750	11/14/2022	Refund due to incorrect fee provided b					No	0
101-0000-0000-5270-002										
Check Total:	61.00									
Vendor Total:	61.00									
Vendor: UIHIHANG	Yihui Huang									
Check No: 316276	Check Date: 04/19/2023									
	16.60	129151	02/28/2023	Partial refund for class cancelation duc					No	0
101-0000-0000-5270-002										
Check Total:	16.60									
Vendor Total:	16.60									
Vendor: VCMA6710	Victor Magana									
Check No: 316798	Check Date: 06/21/2023									
	250.00	12003	06/01/2023	Work Boots Reimbursemnet FY 22-23					No	0
500-6010-6710-8134-000										
Check Total:	250.00									
Vendor Total:	250.00									
Vendor: WAZDLDL	Wazir Dalal									
Check No: 315689	Check Date: 12/20/2022									
	33.00	244126875	12/20/2022	Citation Dismissal of 244126875					No	0

Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
101-0000-0000-4610-000	28.00	244127044	12/20/2022	Citation Dismissal of 244126875					No	0
101-0000-0000-4610-000										
Check Total:	61.00									
Vendor Total:	61.00									
Vendor: WILFLMA	Wilfredo Lima									
Check No: 316292	Check Date:	04/19/2023								
	16.60	129175	02/28/2023	Partial refund for class cancellation du					No	0
101-0000-0000-5270-002										
Check Total:	16.60									
Vendor Total:	16.60									
Vendor: WON1111	Daren Wong									
Check No: 318055	Check Date:	12/06/2023								
	39.17	11/06/2023	11/16/2023	Firearms PSP Training Course Reimbı					No	0
101-4010-4011-8210-000										
Check Total:	39.17									
Vendor Total:	39.17									
Vendor: WOODS	HOWARDS WOODS									
Check No: 317262	Check Date:	08/16/2023								
	149.00	133340	07/27/2023	Refund for week 7 of camp med Sumr					No	0
101-0000-0000-5270-001										
Check Total:	149.00									
Vendor Total:	149.00									
Report Total:	12,240.64									

Accounts Payable

Void Check Distribution List

User: msiegfried
Printed: 11/20/2025 - 10:37 AM
Batch: 03660.11.2025 - Dec 1, 2022-May 31, 2025 Stale Dated Checks

	DR Amount	CR Amount	Acct Number	Description	Vendor
Fund:101General Fund					
	10,471.70	0.00	101-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	15.00	101-0000-0000-2910-002	Deposits Payable - Subpoenas	PERZHOIE
	0.00	1,140.00	101-0000-0000-2910-200	Deposits Payable - Police Svcs	ANMINTOS
	0.00	294.00	101-0000-0000-2920-000	Dep. Payable - War Memorial	AGAR8031
	0.00	100.00	101-0000-0000-4610-000	Parking Citations	JSGMRAN
	0.00	100.00	101-0000-0000-4610-000	Parking Citations	JSGMRAN
	0.00	28.00	101-0000-0000-4610-000	Parking Citations	WAZDLDL
	0.00	109.00	101-0000-0000-4610-000	Parking Citations	KALICHAN
	0.00	33.87	101-0000-0000-4610-000	Parking Citations	SPNBRWN
	0.00	33.00	101-0000-0000-4610-000	Parking Citations	WAZDLDL
	0.00	22.09	101-0000-0000-5200-004	Building Permits	MGFNDZ
	0.00	22.09	101-0000-0000-5200-004	Building Permits	MGFNDZ
	0.00	149.00	101-0000-0000-5270-001	Camp Med Fees	WOODS
	0.00	16.60	101-0000-0000-5270-002	Recreation Classes	UIHIHANG
	0.00	16.60	101-0000-0000-5270-002	Recreation Classes	BENJONES
	0.00	46.42	101-0000-0000-5270-002	Recreation Classes	GRYKLLY
	0.00	30.00	101-0000-0000-5270-002	Recreation Classes	TORNATSU
	0.00	16.60	101-0000-0000-5270-002	Recreation Classes	BENJONES
	0.00	31.00	101-0000-0000-5270-002	Recreation Classes	TORNATSU
	0.00	16.60	101-0000-0000-5270-002	Recreation Classes	WILFLMA
	0.00	46.42	101-0000-0000-5270-002	Recreation Classes	MIKBJRK
	0.00	16.60	101-0000-0000-5270-002	Recreation Classes	NATAXIFO
	0.00	46.66	101-0000-0000-5270-002	Recreation Classes	GRYKLLY
	0.00	93.80	101-0000-0000-5270-002	Recreation Classes	EMRCHAN
	0.00	67.00	101-0000-0000-5270-005	Park/Field Reservations	ANLAPIN
	0.00	67.00	101-0000-0000-5270-005	Park/Field Reservations	ALLAMEX
	0.00	250.00	101-1010-1011-8021-000	Discretionary Fund Program	SOU3232
	0.00	45.00	101-4010-4011-8170-000	Professional Service	INPLCNAS
	0.00	37.39	101-4010-4011-8200-000	Training Expense	EGGO4011
	0.00	37.25	101-4010-4011-8200-000	Training Expense	JAHE4011
	0.00	23.18	101-4010-4011-8200-000	Training Expense	GBCL4010
	0.00	7.63	101-4010-4011-8200-000	Training Expense	GBCL4010
	0.00	21.09	101-4010-4011-8200-000	Training Expense	EGGO4011

	DR Amount	CR Amount	Acct Number	Description	Vendor
	0.00	21.70	101-4010-4011-8200-000	Training Expense	JAHE4011
	0.00	37.39	101-4010-4011-8200-000	Training Expense	CHTA4011
	0.00	20.13	101-4010-4011-8210-000	Training Expense - POST Reimb.	EGGO4011
	0.00	56.50	101-4010-4011-8210-000	Training Expense - POST Reimb.	EGGO4011
	0.00	759.79	101-4010-4011-8210-000	Training Expense - POST Reimb.	ROB1111
	0.00	42.00	101-4010-4011-8210-000	Training Expense - POST Reimb.	JAHE4011
	0.00	80.16	101-4010-4011-8210-000	Training Expense - POST Reimb.	EGGO4011
	0.00	42.00	101-4010-4011-8210-000	Training Expense - POST Reimb.	DAMA4011
	0.00	39.17	101-4010-4011-8210-000	Training Expense - POST Reimb.	WON1111
	0.00	284.34	101-5010-5011-8034-000	Accelerant Detection K9	TLC2155
	0.00	24.63	101-6010-6015-8090-000	Conference & Meeting Expense	APKS6713
	0.00	185.00	101-6010-6410-8180-000	Contract Services	BERM6410
	0.00	50.00	101-8010-8011-8170-000	Professional Service	ETHANWU
	0.00	300.00	101-8030-8021-8264-000	Special Events	CAORGPLS
	0.00	2,150.00	101-8030-8032-8264-000	Special Events	MART8031
	0.00	1,525.00	101-8030-8032-8264-000	Special Events	AZTL1011
	0.00	1,875.00	101-8030-8032-8264-000	Special Events	THOMSLBR
Total for Fund:101	10,471.70	10,471.70			
Fund:207Local Transit Return "C"					
	218.81	0.00	207-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	168.81	207-8030-8025-8100-000	Vehicle Maintenance	ELSRTIRE
	0.00	50.00	207-8030-8025-8100-000	Vehicle Maintenance	ELSRTIRE
Total for Fund:207	218.81	218.81			
Fund:210Sewer					
	5.37	0.00	210-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	5.37	210-6010-6501-8070-000	Mileage/Auto Allowance	IBLS6116
Total for Fund:210	5.37	5.37			
Fund:230State Gas Tax					
	80.22	0.00	230-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	16.11	230-6010-6116-8020-000	Special Department Expense	IBLS6116
	0.00	5.37	230-6010-6116-8020-000	Special Department Expense	IBLS6116
	0.00	5.37	230-6010-6116-8020-000	Special Department Expense	IBLS6116
	0.00	4.42	230-6010-6116-8070-000	Mileage/Auto Allowance	MZVZT
	0.00	5.37	230-6010-6116-8070-000	Mileage/Auto Allowance	IBLS6116
	0.00	5.37	230-6010-6116-8070-000	Mileage/Auto Allowance	IBLS6116
	0.00	4.42	230-6010-6116-8070-000	Mileage/Auto Allowance	MZVZT
	0.00	4.42	230-6010-6116-8070-000	Mileage/Auto Allowance	MZVZT
	0.00	5.37	230-6010-6116-8070-000	Mileage/Auto Allowance	IBLS6116
	0.00	4.42	230-6010-6116-8070-000	Mileage/Auto Allowance	MZVZT

	DR Amount	CR Amount	Acct Number	Description	Vendor
	0.00	4.42	230-6010-6116-8070-000	Mileage/Auto Allowance	MZVZT
	0.00	5.37	230-6010-6116-8070-000	Mileage/Auto Allowance	IBLS6116
	0.00	5.37	230-6010-6116-8070-000	Mileage/Auto Allowance	IBLS6116
	0.00	4.42	230-6010-6116-8070-000	Mileage/Auto Allowance	MZVZT
Total for Fund:230	80.22	80.22			
Fund:270Asset Forfeiture					
	39.84	0.00	270-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	21.84	270-4010-4011-8200-000	Training Expense	MHSM4011
	0.00	18.00	270-4010-4011-8200-000	Training Expense	CRSGRUND
Total for Fund:270	39.84	39.84			
Fund:500Water					
	635.22	0.00	500-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	215.80	500-0000-0000-5320-000	Water Sales	JTROTH
	0.00	29.61	500-6010-6710-8070-000	Mileage/Auto Allowance	AMDA6710
	0.00	17.69	500-6010-6710-8070-000	Mileage/Auto Allowance	AMDA6710
	0.00	25.55	500-6010-6710-8070-000	Mileage/Auto Allowance	EDVL6010
	0.00	25.55	500-6010-6710-8070-000	Mileage/Auto Allowance	EDVL6010
	0.00	17.29	500-6010-6710-8070-000	Mileage/Auto Allowance	AMDA6710
	0.00	28.27	500-6010-6710-8070-000	Mileage/Auto Allowance	AMDA6710
	0.00	25.46	500-6010-6710-8070-000	Mileage/Auto Allowance	AMDA6710
	0.00	250.00	500-6010-6710-8134-000	Safety & Equipment Supplies	VCMA6710
Total for Fund:500	635.22	635.22			
Fund:503Water Efficiency Fund					
	519.52	0.00	503-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	500.00	503-6010-6713-8032-000	Water Efficiency Fee Projects	CADE6011
	0.00	16.11	503-6010-6713-8070-000	Mileage/Auto Allowance	APKS6713
	0.00	3.41	503-6010-6713-8070-000	Mileage/Auto Allowance	MELSTEPH
Total for Fund:503	519.52	519.52			
Fund:700Payroll Clearing Fund					
	269.96	0.00	700-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	134.98	700-0000-0000-2264-000	Withholding - Garnishments	SCFT0000
	0.00	134.98	700-0000-0000-2264-000	Withholding - Garnishments	SCFT0000
Total for Fund:700	269.96	269.96			

	DR Amount	CR Amount	Acct Number	Description	Vendor
Grand Total:	12,240.64	12,240.64			

03/06/2024	318521	Jose L. Almeda	-25.46	Write New Check and Void
03/20/2024	318657	Miguel Fernandez	-44.18	Write New Check and Void
05/01/2024	318906	International Police Canine Association	-45.00	Write New Check and Void
05/15/2024	319041	Maizon Van Zandt	-17.68	Write New Check and Void
06/05/2024	319111	Christopher Gruenewald	-18.00	Write New Check and Void
07/17/2024	319358	Michael Smith	-21.84	Write New Check and Void
08/21/2024	319471	Danielle Garcia	-123.82	voided later
09/18/2024	319722	Anthony Garcia	-294.00	Write New Check and Void
10/30/2024	320070	Maizon Van Zandt	-4.42	Write New Check and Void
11/21/2024	320096	Jose L. Almeda	-29.61	Write New Check and Void
11/21/2024	320113	Californians Organized for Police Support	-300.00	Write New Check and Void
11/21/2024	320137	Galileo Technologies Corporation	-12,827.64	Write New Check and Void
11/21/2024	320146	Javier Hernandez	-37.25	Write New Check and Void
12/04/2024	320208	Gilbert Carrillo	-23.18	Write New Check and Void
12/11/2024	320287	Jose L. Almeda	-28.27	Write New Check and Void
12/11/2024	320341	Ben Rushing	-150.00	voided later
01/15/2025	320391	Catherine Dees	-500.00	Write New Check and Void
01/15/2025	320402	Elias Giron-Garrido	-37.39	Write New Check and Void
01/15/2025	320465	Christian Tamer	-37.39	Write New Check and Void
01/15/2025	320473	Maizon Van Zandt	-4.42	Write New Check and Void
02/05/2025	320505	Javier Hernandez	-42.00	Write New Check and Void
02/05/2025	320509	David Maldonado	-42.00	Write New Check and Void
03/19/2025	320826	Javier Hernandez	-21.70	Write New Check and Void
03/19/2025	320842	Anthony Mintos	-1,140.00	Write New Check and Void
04/22/2025	321070	HEY HI HELLO LLC	-735.00	Write New Check and Void
04/22/2025	321076	Ethan Wu	-50.00	Write New Check and Void
05/07/2025	321166	Jacob Troth	-215.80	Write New Check and Void
05/21/2025	321210	Kalim Chan	-109.00	Write New Check and Void
05/21/2025	321259	Shannon Robledo	-759.79	Write New Check and Void
07/02/2025	321517	Grant Writing USA	-495.00	
07/16/2025	321566	City of South Pasadena Finance Petty Cash	-629.97	
07/16/2025	321620	Victor Magana	-743.63	
08/11/2025	321787	Gilbert Carrillo	-135.71	
08/11/2025	321826	H & H Wholesale Parts	-90.33	
08/11/2025	321879	SPS, LLC	-1,560.00	
08/21/2025	321960	Jack's Auto Repair	-264.00	
09/04/2025	322020	Daniel Dunn	-45.00	
09/04/2025	322050	Richard Nilo	-103.91	
09/18/2025	322107	Force Science, Ltd	-1,695.00	
09/18/2025	322120	Victor Magana	-300.00	
09/18/2025	322152	Vital Medical Services, LLC	-1,778.00	
10/06/2025	322194	Richard Arriola	-18.62	
10/06/2025	322202	Luis Carrillo	-1,064.25	voided later
10/06/2025	322206	D & S Printing	-1,005.55	
10/06/2025	322232	Rampage	-2,690.00	
10/06/2025	322233	Rochelle Ranada	-294.00	
10/22/2025	322256	Maria Felix	-496.65	
10/22/2025	322257	Franchise Tax Board	-134.98	
10/22/2025	322258	Franchise Tax Board	-90.00	
10/23/2025	322264	2 Hot Activewear & Uniforms	-1,332.32	
10/23/2025	322265	Alhambra Car Wash	-368.00	
10/23/2025	322266	All City Management Services, Inc	-26,234.52	
10/23/2025	322267	All Star Fire Equipment, Inc	-484.09	
10/23/2025	322268	Annealta Group	-17,085.00	
10/23/2025	322269	Richard Arriola	-18.62	
10/23/2025	322270	Eric Arroyo	-2,600.00	
10/23/2025	322271	Alejandro Barrera	-100.80	
10/23/2025	322272	BMI	-446.00	
10/23/2025	322273	Burro Canyon Ent	-140.00	
10/23/2025	322274	Califa Group	-765.00	
10/23/2025	322275	California Building Standards Commission	-107.08	
10/23/2025	322276	California Department of Conservation	-599.05	
10/23/2025	322277	Californians Organized for Police Support	-300.00	
10/23/2025	322278	Cantu Graphics Inc	-245.53	
10/23/2025	322279	Capital Research & Consulting LLC	-3,212.20	
10/23/2025	322280	Gilbert Carrillo	-392.06	
10/23/2025	322281	Monica Carrillo	-294.00	
10/23/2025	322282	Cintas Corporation	-426.95	
10/23/2025	322283	Cintas Corporation	-1,046.84	
10/23/2025	322284	Cira Apps Limited	-2,880.00	
10/23/2025	322285	City of Alhambra	-5,109.95	
10/23/2025	322286	CliftonLarsonAllen LLP	-7,351.05	
10/23/2025	322287	Compass Group USA, Inc	-159.87	
10/23/2025	322288	D & S Printing	-4,553.71	
10/23/2025	322289	Data Ticket, Inc	-400.00	
10/23/2025	322290	Michael Donovan	-110.91	
10/23/2025	322291	DPrep Inc	-249.00	
10/23/2025	322292	DreamSeats LLC	-922.68	
10/23/2025	322293	Andrew DuBois	-87.76	
10/23/2025	322294	Dy-Dee Services of Pasadena, Inc	-415.88	
10/23/2025	322295	Ferguson Waterworks #1083	-25.42	
10/23/2025	322296	Donna M. Gale	-1,170.00	
10/23/2025	322297	Galls, LLC	-935.23	
10/23/2025	322298	Global Industrial	-2,091.12	
10/23/2025	322299	Julia Grinblat	-590.00	
10/23/2025	322300	HCI Sprinkler, Inc	-3,124.00	
10/23/2025	322301	HD Supply (formerly Home Depot)	-433.20	
10/23/2025	322302	Adam Herrera	-39.76	
10/23/2025	322303	Hinderliter deLlamas & Associates	-1,757.04	
10/23/2025	322304	Interstate Battery Systems of Eastern Los Angeles	-1,206.62	
10/23/2025	322305	Harold Kim	-180.74	
10/23/2025	322306	LAD (Aviation) Inc	-705.00	
10/23/2025	322307	Law Enforcement Training Solutions (LETS), LLC	-175.00	
10/23/2025	322308	Derrick Lightning	-400.00	
10/23/2025	322309	Spencer Louie	-94.68	
10/23/2025	322310	Michael W. Luken	-22,800.00	
10/23/2025	322311	Kelvin Machado	-207.76	
10/23/2025	322312	Midwest Tape LLC	-205.84	
10/23/2025	322313	Mosaic Public Partners LLC	-19,250.00	
10/23/2025	322314	MV Cheng & Associates Inc	-19,683.75	
10/23/2025	322315	National Emblem	-937.74	
10/23/2025	322316	National Fail Safe	-11,851.00	
10/23/2025	322317	National Testing Network, Inc	-1,250.00	
10/23/2025	322318	NBS Government Finance Group	-1,915.98	
10/23/2025	322319	Richard Nilo	-121.71	
10/23/2025	322320	Omega Polygraph	-2,800.00	
10/23/2025	322321	Onyx Architects, Inc	-7,938.00	
10/23/2025	322322	PARKHOUSE TIRE SERVICE, INC	-1,455.80	
10/23/2025	322323	Pasadena Humane Society	-15,797.45	
10/23/2025	322324	Pasadena Live Scan Service LLC	-357.00	
10/23/2025	322325	Anthony Porraz	-250.00	
10/23/2025	322326	Raftelis Financial Consultants, Inc	-1,100.00	
10/23/2025	322327	Rio Hondo College	-50.00	
10/23/2025	322328	Riverside County Sheriff's Dept	-184.00	
10/23/2025	322329	RubinBrown LLP	-12,687.50	
10/23/2025	322330	Juan Salinas	-367.08	

Bank Reconciliation

Outstanding Transactions

User: msiegfried
Printed: 11/18/2025 - 11:49AM

RW Bank of the West
AP 2 City of So. Pasadena AP 041533688

07/17/2025	N/A	Pers Health Insurance	-112.45	Leave as is
08/11/2025	N/A	Internal Revenue Service	-108,140.42	Leave as is
08/11/2025	N/A	E.D.D.	-34,149.58	Leave as is
08/29/2025	N/A	Pers Health Insurance	-820.20	Leave as is
10/22/2025	N/A	Pers Health Insurance	-278.00	Leave as is
10/23/2025	N/A	Alliant Insurance Services, Inc	-1,649.89	Leave as is
10/23/2025	N/A	Transtech Engineers, Inc	-164,130.79	Leave as is
10/23/2025	N/A	Commercial Door Company, Inc	-3,285.00	Leave as is
10/23/2025	N/A	Raffi Hannevan	-35,961.99	Leave as is
10/23/2025	N/A	Baker & Taylor Inc	-2,909.77	Leave as is
10/23/2025	N/A	Atkinson, Andelson, Loya, Rudd & Romo	-5,661.61	Leave as is
10/23/2025	N/A	Cardio Partners Inc	-607.73	Leave as is
10/23/2025	N/A	Unique Management Services, Inc	-244.65	Leave as is
10/23/2025	N/A	David Givot	-2,499.00	Leave as is
10/23/2025	N/A	Studio Spectrum, Inc	-3,750.00	Leave as is
10/23/2025	N/A	OGS Technologies Inc	-304.89	Leave as is
10/23/2025	N/A	Moore Iacofano Goltsman, Inc	-1,600.00	Leave as is
10/23/2025	N/A	Robert Half International, Inc	-8,753.78	Leave as is
10/23/2025	N/A	TruePoint Solutions, LLC	-6,682.50	Leave as is
10/23/2025	N/A	Ani Sargsyan	-1,000.28	Leave as is
10/23/2025	N/A	ALTA Language Services, INC	-116.00	Leave as is
10/23/2025	N/A	Badge Frame, Inc	-187.66	Leave as is
10/23/2025	N/A	JC Foodservice Inc	-262.68	Leave as is
10/23/2025	N/A	Amazon Capital Services, Inc.	-2,689.77	Leave as is
10/23/2025	N/A	Lenear Sports, LLC	-854.75	Leave as is
10/23/2025	N/A	PSI Water Technologies, Inc.	-11,118.45	Leave as is
10/23/2025	N/A	Corodata Records Management, Inc.	-547.44	Leave as is
10/23/2025	N/A	Criscom Public Relations Inc.	-4,500.00	Leave as is
10/23/2025	N/A	InTime Services Inc.	-6,148.60	Leave as is
10/23/2025	N/A	The Print Spot	-9,074.48	Leave as is
10/23/2025	N/A	Staples Business Advantage	-1,793.41	Leave as is
10/23/2025	N/A	Axon Enterprise Inc	-72,807.08	Leave as is
10/23/2025	N/A	IHM Supply Inc	-1,579.35	Leave as is
10/23/2025	N/A	Richards, Watson & Gershon	-36,853.00	Leave as is
10/23/2025	N/A	Corodata Shredding Inc	-133.21	Leave as is
10/23/2025	N/A	Springbrook Holding Company, LLC	-46,707.27	Leave as is
10/23/2025	N/A	Dell Marketing L.P.	-225.55	Leave as is
10/23/2025	N/A	Hollis Erdmann	-250.00	Leave as is
10/23/2025	N/A	Pure Water	-66.24	Leave as is
10/23/2025	N/A	California Maintenance & Environmental	-365.00	Leave as is
10/23/2025	N/A	The Arroyo Group	-3,848.90	Leave as is
10/23/2025	N/A	CLI Technology	-26,413.75	Leave as is
10/23/2025	N/A	Post Alarm Systems	-123.70	Leave as is
10/23/2025	N/A	CDW Government LLC	-60,270.83	Leave as is
10/23/2025	N/A	Crestline Software, LLC	-5,002.83	Leave as is
10/23/2025	N/A	OverDrive Inc	-4,195.06	Leave as is
10/23/2025	N/A	American Ramp Company	-5,000.00	Leave as is
10/23/2025	N/A	Eurofins Environment Testing America Holdings, Inc	-3,051.89	Leave as is
08/11/2017	199665	County of Los Angeles	-2,433.00	Put in Newspaper
01/17/2018	201476	Sunnyland Investment LLC	-2,000.00	Put in Newspaper
05/09/2019	307029	Bank of the West	-2,366.00	Put in Newspaper
07/30/2019	307904	CA Fire Chiefs Ass'n	-60.00	Put in Newspaper
12/18/2019	309420	Daren Wong	-292.54	Put in Newspaper
02/20/2020	309978	S.P.Firefighters I -3657	-2,162.42	To be voided and re-issued 11/18/25
05/06/2020	310580	Superior Court of California, County of LA	-17,508.50	Put in Newspaper
11/04/2020	311599	Round Star West, LLC	-1,248.00	Put in Newspaper
04/20/2022	314292	Jessie Klev	-522.00	Put in Newspaper
05/04/2022	314393	Crystal Pinney	-1,413.00	Put in Newspaper
06/01/2022	314566	Kellen Trout	-250.00	Put in Newspaper
07/20/2022	314762	Ramon V. Ortega	-100.00	Put in Newspaper
09/07/2022	315058	Diana Kwok	-384.00	Put in Newspaper
09/07/2022	315066	Cristin Katherine Mendoza	-50.00	Put in Newspaper
09/21/2022	315160	Luis Ibarra	-4.80	Void Right now
10/19/2022	315260	AT&T	-1,151.61	Put in Newspaper
11/02/2022	315377	Luis Ibarra	-4.80	Void Right now
12/07/2022	315590	Toru Natsuki	-61.00	Write New Check and Void
12/21/2022	315644	Gilbert Carrillo	-7.63	Write New Check and Void
12/20/2022	315684	Spencer Brown	-33.87	Write New Check and Void
12/20/2022	315689	Wazir Dalal	-61.00	Write New Check and Void
01/18/2023	315755	Elias Giron-Garrido	-20.13	Write New Check and Void
01/18/2023	315797	South PasadenaTournament of Roses Association	-250.00	Write New Check and Void
02/01/2023	315835	Emery Chan	-93.80	Write New Check and Void
03/01/2023	316045	Elias Giron-Garrido	-77.59	Write New Check and Void
03/01/2023	316046	Jose Francisco Gomez Moran	-200.00	Write New Check and Void
03/15/2023	316121	Luis Ibarra	-32.22	Write New Check and Void
04/19/2023	316276	Yihui Huang	-16.60	Write New Check and Void
04/19/2023	316277	Luis Ibarra	-21.48	Write New Check and Void
04/19/2023	316283	Benjamin B. Jones	-33.20	Write New Check and Void
04/19/2023	316292	Wilfredo Lima	-16.60	Write New Check and Void
04/19/2023	316401	Natalie A. Xifo	-16.60	Write New Check and Void
05/03/2023	316413	Mikela Bjork	-46.42	Write New Check and Void
05/03/2023	316451	Gary Kelly	-46.42	Write New Check and Void
05/17/2023	316555	Gary Kelly	-46.66	Write New Check and Void
05/17/2023	316558	Alison Lamourex	-67.00	Write New Check and Void
06/07/2023	316668	Anna Lanin	-67.00	Write New Check and Void
06/21/2023	316779	El Sereno Tire Shop	-218.81	Write New Check and Void
06/21/2023	316798	Victor Magana	-250.00	Write New Check and Void
07/19/2023	317048	VCA TLC Pasadena Veterinary Specialty & Emergency	-284.34	Write New Check and Void
07/19/2023	317050	Edgar Villalobos	-25.55	Write New Check and Void
07/13/2023	317064	SoSound Entertainment	-2,150.00	Write New Check and Void
07/13/2023	317071	Jose Luis Zavala	-1,525.00	Write New Check and Void
08/03/2023	317079	Thomas A. Salisbury	-1,875.00	Write New Check and Void
08/16/2023	317166	Arny Kasparian	-40.74	Write New Check and Void
08/16/2023	317262	HOWARDS WOODS	-149.00	Write New Check and Void
09/27/2023	317440	Elias Giron-Garrido	-80.16	Write New Check and Void
09/27/2023	317447	Luis Ibarra	-5.37	Write New Check and Void
09/27/2023	317492	Edgar Villalobos	-25.55	Write New Check and Void
12/06/2023	317908	Jose L. Almeda	-17.29	Write New Check and Void
12/06/2023	318055	Daren Wong	-39.17	Write New Check and Void
12/20/2023	318131	Melanie Stepanian	-3.41	Write New Check and Void
01/04/2024	318153	Franchise Tax Board	-269.96	Write New Check and Void
01/17/2024	318169	Bee Removers	-185.00	Write New Check and Void
01/17/2024	318259	Zhoie Perez	-15.00	Write New Check and Void
02/21/2024	318440	Jose L. Almeda	-17.69	Write New Check and Void

Re-Issued 11/24/25

10/23/2025	322331	San Gabriel Valley Council of Governments	-13,074.00		
10/23/2025	322332	AHMC San Gabriel Valley Medical Center LP	-96.00		
10/23/2025	322333	San Marino Security System, Inc	-2,549.00		
10/23/2025	322334	Scott Savage	-474.00		
10/23/2025	322335	SDS Security Design Systems	-450.64		
10/23/2025	322336	Theodore Siegel	-150.00		
10/23/2025	322337	Michael Smith	-58.51		
10/23/2025	322338	Spectrum Gas Products	-284.96		
10/23/2025	322339	Stericycle Inc	-190.12		
10/23/2025	322340	Sterling Infosystems Inc	-512.42		
10/23/2025	322341	Swords Fencing Studio	-352.00		
10/23/2025	322342	The Ahv Manufacturing Group Inc	-464.56		
10/23/2025	322343	The Library Store	-387.16		
10/23/2025	322344	The Reinalt-Thomas Corporation DBA	-2,889.65		
10/23/2025	322345	Eda Katharine Tinto	-12,000.00		
10/23/2025	322346	TraffiCalm Systems, LLC	-26,753.72		
10/23/2025	322347	Kimberly Turner	-598.00		
10/23/2025	322348	Underground Service Alert/SC	-409.89		
10/23/2025	322349	United Site Services, Inc	-607.46		
10/23/2025	322350	Valley Services, Inc	-4,012.80		
10/23/2025	322351	Luis Vazquez	-250.00		
10/23/2025	322352	Vital Medical Services, LLC	-2,082.00		
10/23/2025	322353	Brendan Vitt	-4,970.45		
10/23/2025	322354	Lulu Wang	-500.00		
10/23/2025	322355	WBCP, Inc	-141.87		
10/23/2025	322356	Jacob Wickman	-733.36		
10/23/2025	322357	Heather Williams	-150.00		
10/23/2025	322358	Wittman Enterprises LLC	-5,571.34		
10/30/2025	322360	All City Management Services, Inc	-4,358.37		
10/30/2025	322361	AT&T	-127.69		
10/30/2025	322362	AT&T	-15,484.25		
10/30/2025	322363	Ca. State Disbursement Unit	-903.69		
10/30/2025	322364	California American Water	-42.97		
10/30/2025	322365	Franchise Tax Board	-134.98		
10/30/2025	322366	Franchise Tax Board	-90.00		
10/30/2025	322367	Matt Chlor, Inc	-6,102.20		
10/30/2025	322368	Pasadena Water & Power	-3,957.00		
10/30/2025	322369	T-Mobile	-465.13		
10/30/2025	322370	Upper San Gabriel Valley MWD	-108.33		
10/30/2025	322371	Verizon Wireless	-1,338.06		
		Outstanding Checks:260 Items	-1,084,795.67		
PR 2	City of South Pasadena	041533746			
07/19/2019	541910	Robert Crew Jr	-587.89		Put in Newspaper
11/15/2019	542078	Gilberto Carrillo	-6.40		Void Right now
11/15/2019	542079	Esther Delinko	-8.66		Void Right now
11/15/2019	542081	Elias Giron-Garrido	-2.89		Void Right now
11/15/2019	542107	Robert Crew Jr	-12.25		Void Right now
11/18/2019	542127	Gilberto Carrillo	-24.50		Put in Newspaper
12/17/2019	542157	Curtis Callahan	-161.77		Put in Newspaper
05/12/2023	542332	Diego Zavala	-133.73		
05/23/2023	542333	Ariel Rogers	-665.33		
06/23/2023	542343	Jon Primuth	-291.30		
06/21/2024	542424	Jon Primuth	-277.05		
06/21/2024	542427	Nathan Friezer	-696.36		
08/16/2024	542452	Nathalie Gonzalez	-843.29		
08/16/2024	542453	Nathan Friezer	-870.76		
06/06/2025	542483	Valeria Larios	-74.60		
08/15/2025	542487	Jon Primuth	-828.05		
10/24/2025	542492	Jon Primuth	-828.05		
10/27/2025	542493	Frank Park	-7,431.84		cleared 11/10/25
		Outstanding Checks:18 Items	-13,744.72		
BR-Outstanding Transactions (11/18/2025 - 11:49 AM)			Page 1		
			(1,098,540.39)		
			1,097,202.32		Per Uncleared Checks by Fund Report
			(1,338.07)		Diff
08/21/2024	319471	Danielle Garcia	-123.82		Voided
12/11/2024	320341	Ben Rushing	-150.00		Voided
10/06/2025	322202	Luis Carrillo	-1,064.25		Voided
			-1,338.07		Diff Due to Voids

City Council Agenda Report

ITEM NO. 13

DATE: December 17, 2025

FROM: Janet Braun, Mayor

PREPARED BY: Mark Perez, Acting Chief City Clerk

SUBJECT: **CONSIDERATION TO ADOPT A RESOLUTION NO. 7959, APPOINTING ROBERT JOE TO THE SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRCIT BOARD OF TRUSTEES FOR A TWO YEAR TERM**

Recommendation

It is recommended that the City Council adopt Resolution No. 7959, appointing Robert Joe to serve as the City's representative to the San Gabriel Valley Mosquito and Vector Control District Board of Trustees effective January 1, 2026 to December 31, 2027, for a two-year term.

Executive Summary

The Board of Trustees for the San Gabriel Valley Mosquito and Vector Control District is requesting an appointment be made prior to their first Board Meeting scheduled in January 2026. Before the City Council for consideration is the potential appointment of Robert Joe to serve as the City's representative for an additional two-year term.

Background

The San Gabriel Valley Mosquito and Vector Control District provides services to 26 cities, including the City of South Pasadena. The District was formed as an independent special district in 1989 to protect residents from vector-borne diseases and outbreaks associated with mosquitos by conducting education, outreach, disease surveillance, eliminating stagnant water sources, and controlling vector over-populations.

Per the California Health and Safety Code Section 2024(a), the term of office for a member of the board of trustees shall be for a term of two or four years, at the discretion of the appointing authority beginning January 1 and ending December 31.

The District is governed by a 27-member board of trustees, consisting of an appointed representative from each city plus the County of Los Angeles. District Board of Trustee meetings are held on the second Friday of each month at 7:00 a.m. at the District headquarters located at 1145 N. Azusa Canyon Road, West Covina, CA. District Trustees receive a stipend of $100 per month.

On September 13, 2017, the Local Agency Formation Commission for Los Angeles County adopted Resolution No. 2017-02PR approving the annexation of the City of South Pasadena into the District.

The current term of office for the representative from the City of South Pasadena to the Board of Trustees for the San Gabriel Valley Mosquito and Vector Control District ends on December 31, 2025. Mr. Joe is the City's current representative. The District Board of Trustees is requesting that the City Council appoint a representative prior to the new year.

Analysis
The City Council may appoint a Councilmember, or a member of the public that is a voter and resident, to serve as the City's representative to the District Board of Trustees. Robert Joe is our current representative to the Board of Trustees and has participated in Board meetings related to the preventative measures of vector related issues that impact the San Gabriel Valley.

It is recommended that the City Council appoint Robert Joe for a new two-year term and continue to serve as the City's representative to provide advocacy on behalf of South Pasadena and to ensure the City and residents are informed about services and resources offered by the District.

Fiscal Impact
There is no fiscal impact associated with this item.

Attachment:
Attachment No. 1 - Resolution No. 7959

CITY OF SOUTH PASADENA
RESOLUTION NO. 7959

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, APPOINTING A REPRESENTATIVE TO THE BOARD OF TRUSTEES OF THE SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

WHEREAS, pursuant to California Health and Safety Code Section 2022, each city within the San Gabriel Valley Mosquito and Vector Control District shall appoint one (1) person to serve as a member of the District's Board of Trustees; and

WHEREAS, the appointed person must be a resident and voter of the City of South Pasadena; and

WHEREAS, pursuant to California Health and Safety Code Section 2024, the term of office for each member of the Board of Trustees shall be two (2) or four (4) years, at the discretion of the appointing authority, beginning at noon on the first Monday in January.

WHEREAS, the City Council of the City of South Pasadena desires to appoint a representative to serve as Trustee on the Board of the San Gabriel Valley Mosquito and Vector Control District for the upcoming term.

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

SECTION 1. The City Council hereby appoints Robert Joe, a resident and registered voter of the City of South Pasadena, to serve as the City's representative on the Board of Trustees of the San Gabriel Valley Mosquito and Vector Control District.

SECTION 2. The term of office shall be for two (2) years, commencing January 1, 2026.

SECTION 3. The City Clerk is hereby directed to forward a certified copy of this Resolution to the San Gabriel Valley Mosquito and Vector Control District as official notification of this appointment.

PASSED, APPROVED AND ADOPTED on this 17th day of December 2025.

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 17th of December 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Mark Perez, Acting Chief City Clerk

City Council Agenda Report

ITEM NO. 14

DATE: December 17, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Daniel Dunn, Division Chief
Greg Lloyd, Fire Chief

SUBJECT: **CONSIDERATION TO APPROVE THE PURCHASE OF TWO FERNO POWER X2 ELECTRONIC GURNEYS AND TWO FERNO POWER F2 FASTENING SYSTEMS FROM FERNO-WASHINGTON INC. IN THE AMOUNT NOT TO EXCEED $120,953.67**

Recommendation

It is recommended that the City Council:

1. Approve the purchase of two Ferno Power X2 Electronic Gurneys and Ferno Power F2 Powered Fastening Systems from Ferno-Washington Inc. in the amount not to exceed $120,953.67; and
2. Authorize the City Manager, or designee, to execute a Purchase Order and all related documents.

Executive Summary

The South Pasadena Fire Department has been delivering paramedic ambulance services to the South Pasadena community since 1975, providing high-quality pre-hospital care for medical and trauma-related emergencies. A critical component of providing this service is ensuring the Department's ability to efficiently load and transport patients, while safeguarding the health and safety of its personnel. Unlike existing manual gurneys with no mechanical lifting features, purchasing a powered gurney system will enable Fire personnel to easily maneuver and transport patients of various sizes and conditions, thereby making emergency situations more adaptable and further supporting a safe working environment.

After careful evaluation, it is recommended that a fully powered gurney with a fully powered loading system is the best option to replace the Department's current manually operated traditional gurneys. The Ferno Power X2 ambulance cot and Power F2 Powered Fastening System mechanically lift and secure the gurney into the ambulance, significantly decreasing physical strain on personnel. This type of gurney system can also support patients weighing up to 700 pounds. Overall, this would enhance safety, reduce injury risk, and improve operational efficiency.

Background

In Calendar Year 2024, approximately 75% of the South Pasadena Fire Department's injuries were attributed to lifting and back strain during EMS incidents. These injuries are typically caused by repetitive lifting, twisting, and loading motions rather than a single lift, especially

when using traditional gurneys.

Consequently, as part of the fiscal year 2025-2026 Adopted Budget, City Council approved a one-time General Fund enhancement of $121,000 to fund the purchase of automated gurney systems.

Analysis

The South Pasadena Fire Department responds to approximately 2,100 emergency medical service ("EMS") incidents per year. Despite all personnel being trained in proper body mechanics for lifting patients, the repetitive nature of patient handling in a highly critical environment poses a significant risk of injury. A primary challenge in EMS operations is the physical strain associated with loading and unloading patients from an ambulance.

The Department's existing gurneys are manually manipulated by Fire personnel and provide no mechanical advantage when lifting patients. According to the recent 2024 publication from The Royal Society for Public Health Journal, more than half of EMS-related injuries are musculoskeletal, with back injuries accounting for nearly 25% of all EMS-related injuries. Alternatively, unlike a conventional gurney, a powered or electric gurney system can reduce cot-related injuries by eliminating the need to lift patients in and out of the ambulance.

Upgrading the existing fleet of traditional, manually operated gurneys is included as an enhancement in the FY 2025-2026 Adopted Budget and directly addresses the department's ongoing commitment to personnel safety, operational efficiency, and superior patient care by leveraging modern, automated technology to minimize injury risk and enhance transport stability.

Procurement Process

Subsequent to budget adoption, staff initiated the process to identify and procure a replacement for the current gurney systems, which require significant manual effort and present an elevated risk of musculoskeletal injuries to personnel. The initial steps involved an exhaustive market analysis of powered patient transport equipment available to emergency medical services (EMS) providers. To ensure fiscal responsibility without compromising patient safety or quality of equipment, the department solicited three separate quotes from industry-leading vendors. The analysis focused on equipment that offered advanced automation, enhanced safety features, and long-term durability.

The evaluation of the three vendor quotes conclusively demonstrated that the Ferno Power X2 Electronic Gurney and the Ferno Power F2 Powered Fastening System offer the optimal balance of quality, safety features, and long-term cost-effectiveness.

Recommended Vendor

The Ferno Power X2 gurney operates automatically via a push-button hydraulic assembly with load-sensing capabilities, virtually eliminating the need for manual lifting and significantly reducing the risk of musculoskeletal injuries to Fire personnel. Its integrated lights and reflectors further enhance safety in low-light environments. The Ferno Power F2 Powered Fastening System automates loading and unloading, improving safety for both patients and operators while mitigating the risk of patient falls. This system also meets dynamic crash test standards, maximizing occupant safety during transport. The Ferno quote was ultimately selected not only for the superior product features but also for the most fiscally responsible proposal, which includes a $13,000 trade-in credit for the existing traditional gurneys.

Furthermore, the seamless integration and confirmed compatibility of the Power X2 gurney with the Power F2 Fastening System were decisive factors, ensuring an efficient, streamlined process that upholds the highest standards of patient safety during ambulance loading while reducing physical strain on Fire personnel.

For these reasons, based on the superior safety features, reduced injury risk for staff, and the most financially advantageous quote, staff recommends the purchase of two (2) Ferno Power X2 Electronic Gurneys and two Ferno Power F2 Powered Fastening Systems, utilizing the $13,000 trade-in credit for the existing equipment.

Fiscal Impact
Funding for this purchase is included in the Fiscal Year 2025-2026 Adopted Budget as a one-time enhancement of $121,000 in the General Fund (101-5010-5011-8520).

On December 9, 2025 staff was informed that the City was awarded Los Angeles County Measure B funds in the amount of $197,396 for the purchase of the gurneys and one cardiac monitor. As a result, the full cost of the equipment will be reimbursed through Measure B funding which will be available in early 2026. The previously approved enhancement will be recommended for reallocation during the mid-year budget.

Key Performance Indicators and Strategic Plan
The purpose of this acquisition is to enhance employee safety, prevent injury, and reduce the City's liability associated with workplace incidents.

Attachment:
Attachment No. 1 - Updated South Pasadena Fire Power
Attachment No. 2 - Power System Quote
Attachment No. 3 - Life Assist Quote

Quote Prepared For Our Valued Customer:

South Pasadena Fire Department

Account ID:

Quote #: 26440

Customer Contact:

Dan Dunn

ddunn@southpasadenaca.gov

Billing Address:

South Pasadena Fire Department
817 Mound Ave
South Pasadena, CA
91107

Shipping Address:

South Pasadena Fire Department
817 Mound Ave
South Pasadena, CA 91107

Valid Until: Dec 31, 2025

Strategic Acct Manager:

Your Sales Representative is:

Dominic Frasch

d.frasch@ferno.com

661.337.8721

Your Customer Service Contact is:

Lora Eldridge

l.eldridge@ferno.com

(877) 733-0911

Item #	Product	Qty	Total Price
0015816	POWER X2 Standard Features: - Fold Forward Arms - Leg Rest Shock Frame - Bolster Mattress - Color Coded Restraints - Equipment Hook - Foot End Wheel Locks - Foot End Push Pull Handle - Scene Lights - Antler Rail Comp - Status Display with Cycle Counter - 36v Lithium Battery	2	$ 41,088.00
1406200	OPTION, SAE, WITH ICS	2	$ 3,211.20
1406210	OPTION, SURFACE EXTENDER	2	$ 4,453.00
1406214	PX2 - OPTION, DIRECTIONAL WHEEL LOCK	2	$ 1,822.50
1406219	OPTION, KNEE GATCH LEGREST	2	$ 1,519.00
1406205	OPTION, LOAD FRAME O2	2	$ 481.50
0822541	STO-NET, LOAD FRAME POWER X2	2	$ 240.00
1406239	OPTION IV POLE L, POWER X2	2	$ 1,198.40
0822484	ENDURACHARGE BATTERY LI-ION KIT, BATTERY DISCHARGE/CHARGE	2	$ 1,248.80
0822545	KIT, PX2 PUSH/PULL HANDLE	2	$ 623.00
0567091	Power F2 W PWD Loading System with PowerDrive and ICS	2	$ 59,920.00
0567082	ICS DC NO CHARGER ICS DC NO CHARGER	2	$ 158.08
0990117	TRADE IN PRODUCT Qty (2) Pro28Z Gurneys SN: 21F007303 & 21F007304	2	$ -5,000.00
0990117	TRADE IN PRODUCT Qty (2) InLine fasteners: 41639 & 41640	2	$ -1,500.00

Hard Copy PO Required? ☐ Yes ☐ No

Approval:_____ _____
Printed Name Signature

Credit Card:_____ Secure Code:_____ Exp:_____

Subtotal: $ 109,463.48
Sales Tax: $ 11,493.67
Shipping: $ 0.00
Your Price: $ 120,957.15

Comments: *INSTALL NOT INCLUDED AND TO BE DONE BY AUTHORIZED PROVIDER

Order subject to credit approval by Ferno. If not quoted, shipping and any applicable sales tax will be added to invoice. Credit cannot be allowed on returns of special or modifie items. Prices and specifications are subject to change without notice.

70 Weil Way / Wilmington, Ohio 45177 / info@ferno.com / 888.388.1349 FAX



FERNO and US Bank is pleased to provide the following financing options on your consideration.We offer a wide range of financing solutions that can be designed to meet your specific needs. The financing options shown below are based on the equipment selected for your specific requirements.

Account Name: South Pasadena Fire Department	Finance Quote Date: Mar 21, 2025 04:38 PM
Ferno Sales Contact: Dominic Frasch	Quote Expiration Date: Dec 31, 2025
Total Finance Amount: 109,463.48	Ferno Quote Number: 26440

***For Operating Leases, or any finance related questions, please contact Beth Pokorny at 507.828.2684 or at beth.pokorny@usbank.com**

Capital Lease Quote ($1.00 purchase at end of term)*

Please circle the finance option that best meets your needs.

No payments for 30 days, followed by 36 months @ $3,349.58, plus applicable tax.
No payments for 30 days, followed by 60 months @ $2,135.63, plus applicable tax.

Finance Terms

Payment Indexing: Rates & Payments are subject to change based in the SOFR SWAP rate as published on Bloomberg. The quoted payment may be adjusted based on increases in the SOFR SWAP Rate.

Advance Payment: Unless otherwise indicated, quotes are based on zero down and zero payments in advance.

End of Term: Customer owns the equipment for $1.00

Applicable Taxes: Proposal is net of anyapplicable sales & use taxes. Customer is responsible for payment on all applicable taxes.

Order subject to credit approval by Ferno. If not quoted, shipping and any applicable sales tax will be added to invoice. Credit cannot be allowed on returns of special or modified items. Prices and specifications are subject to change without notice.

70 Weil Way / Wilmington, Ohio 45177 / info@ferno.com / 888.388.1349 FAX

stryker

Power System

Quote Number: 11084323

Version: 1

Prepared For: SOUTH PASADENA FIRE DEPT

Attn:

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep: Eric Dahrling

Email: eric.dahrling@stryker.com

Phone Number:

Quote Date: 11/11/2025

Expiration Date: 12/15/2025

Contract Start: 03/12/2025

Contract End: 03/11/2026

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	SOUTH PASADENA FIRE DEPT	Name:	SOUTH PASADENA FIRE DEPT	Name:	SOUTH PASADENA FIRE DEPT
Account #:	20052977	Account #:	20052977	Account #:	20052977
Address:	817 MOUND AVE	Address:	817 MOUND AVE	Address:	817 MOUND AVE
	SOUTH PASADENA		SOUTH PASADENA		SOUTH PASADENA
	California 91030-2620		California 91030-2620		California 91030-2620

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	639005550001	MTS POWER LOAD	2	$36,174.00	$72,348.00
2.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	2	$39,314.00	$78,628.00
4.0	650707000002	KIT, ALVARIUM BATTERY, SERVICE	2	$1,175.00	$2,350.00
5.0	650700450301	ASSEMBLY, BATTERY CHARGER	2	$1,681.00	$3,362.00
6.0	650700450102	ASSEMBLY, POWER CORD, NORTH AM	2	$39.00	$78.00
				Equipment Total:	$156,766.00

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-FPCOT-PP2	TR-FERNO PCOT TO PP2	2	-$3,000.00	-$6,000.00
TR-FMFAST-PL	TRADE-IN-FERNO SAE COMPLIANT MANUAL FASTENER TOWARDS PURCHASE OF POWERLOAD	2	-$1,000.00	-$2,000.00

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
3.1	POWERLOAD-PROCARE	Power Load for MTS POWER LOAD *03/13/2025 - 03/12/2032* √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	2	$17,136.00	$34,272.00

PENDING APPROVAL

stryker

Power System

Quote Number: 11084323

Version: 1

Prepared For: SOUTH PASADENA FIRE DEPT

Attn:

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep: Eric Dahrling

Email: eric.dahrling@stryker.com

Phone Number:

Quote Date: 11/11/2025

Expiration Date: 12/15/2025

Contract Start: 03/12/2025

Contract End: 03/11/2026

#	Product	Description	Qty	Sell Price	Total
3.2	POWERPRO-PROCARE	Power Pro 2 for 6507 POWER PRO 2, HIGH CONFIG *03/13/2025 - 03/12/2032* √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service √ Smart Equip. Management	2	$13,461.00	$26,922.00

ProCare Total: $61,194.00

Price Totals:

Estimated Sales Tax (10.250%):	$15,248.52
Shipping and Handling:	$2,118.82
Grand Total:	$227,327.34

Prices: In effect for 30 days

Terms: Net 30 Days

Shipping & Handling Includes:
Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

PENDING APPROVAL

stryker

Power System

Quote Number:	11084323	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1		
Prepared For:	SOUTH PASADENA FIRE DEPT	Rep:	Eric Dahrling
	Attn:	Email:	eric.dahrling@stryker.com
		Phone Number:	

Quote Date:	11/11/2025
Expiration Date:	12/15/2025
Contract Start:	03/12/2025
Contract End:	03/11/2026

ENDING APPROVA

Life-Assist
Helping Heroes Save Lives

Quote No: Q440559

Attachment No. 3

Quotation

Customer No: 91030CTY
Quote Date: 12/2/2025
Expiration Date: 1/1/2026

FOB Destination -
We Pay FREIGHT!

Ship To: SOUTH PASADENA FIRE DEPARTMENT
South Pasadena, CA 91030

Contact: Dan Dunn, Captain
Phone: 626-403-7300
Fax: 626-403-7301
eMail: ddunn@southpasadenaca.gov

Pay Terms: Net 30
FOB: Destination

Prepared By: Jenna Henninger, Pricing Specialist

	Quantity	Item Number	Description	Unit Price	Extension	Tax
1	2 ea	SW15816	Ferno POWER X2 Ambulance Cot, Standard Features	25,680.00	51,360.00	Y
2	2 ea	SW1406200	Ferno Power X2 option - SAE, with ICS	2,230.00	4,460.00	Y
3	2 ea	SW1406210	Ferno Power X2 Option, Surface Extender	3,050.00	6,100.00	Y
4	2 ea	SW1406214	Ferno Power X2 Option, Directional Wheel Lock	1,215.00	2,430.00	Y
5	2 ea	SW1406219	Ferno Power X2 Option, Knee Gatch Legrest	1,085.00	2,170.00	Y
6	2 ea	SW1406205	Ferno Power X2 Option, Load Frame O2	321.00	642.00	Y
7	2 ea	SW0822541	Ferno Power X2 STO-NET, Load Frame	160.00	320.00	Y
8	2 ea	SW1406239	Ferno Power X2 Option, IV Pole	856.00	1,712.00	Y
9	2 ea	SW2484	Battery LI-ION.Enduracharge	892.00	1,784.00	Y
10	2 ea	SW0822545	Ferno Power X2 Push/Pull Kit	445.00	890.00	Y
11	2 ea	SW0567091	Ferno Power F2 w/ PowerDrive & ICS	37,450.00	74,900.00	Y
12	2 ea	SW0567082	Ferno ICS DC, No Charger	104.00	208.00	Y

Your Regional Account Manager:
Sylvia Mattison
sylvia@life-assist.com
714-269-1467

Sub Total:	146,976.00
Freight:	0.00
Est. Sales Tax:	15,432.48
Total:	162,408.48

Sales tax is estimated, it is calculated by the exact shipping address and the date the order is processed

Thank you for the opportunity to quote the above item(s).

(800) 824-6016 customercare@life-assist.com www.life-assist.com

City Council Agenda Report

ITEM NO. 15

DATE: December 17, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: William Castrillon, Budget & Purchasing Manager

SUBJECT: **CONSIDERATION TO ADOPT RESOLUTION NO. 7960 AND RESOLUTION NO. 7961, AUTHORIZING SIGNATORIES ON CITY BANKING ACCOUNTS AND RELATED BANKING DOCUMENTS, AND AUTHORIZING SIGNATORIES FOR THE INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND**

Recommendation

It is recommended that the City Council:

1. Adopt Resolution No. 7960 Authorizing Signatories for the Investment of Monies in the Local Agency Investment Fund (Attachment No. 1); and
2. Adopt Resolution No. 7961 Authorizing Signatories on City Bank Accounts and superseding previous resolutions regarding the same (Attachment No. 2); and
3. Authorize staff to update said resolutions with the name of the incoming Mayor for 2026 once the formal selection has been made.

Background

On January 18, 2024, City Council adopted Resolution No. 7838 to authorize signatures on City bank accounts, and subsequently added signatories through Resolutions Nos. 7858, 7870, and 7920.

On July 16, 2025, Council adopted Resolution No. 7921 to update authorized signatories for the City's Local Agency Investment Fund (LAIF) account.

Since the adoption of the prior resolutions, the Finance Department has new management-level staff with banking responsibilities that require access to the City's bank accounts as part of their roles and responsibilities.

Analysis

The purpose of requesting City Council to adopt a resolution designating authorized signatures for the City's checking and bank accounts is to establish clear, formal, and legally recognized authority over who may initiate, approve, and execute financial transactions on behalf of the City, thereby strengthening internal controls, preventing fraud or unauthorized activity, and ensuring compliance with banking requirements and sound fiscal management practices. Section 2.3 of the City's Municipal Code, and authority granted by the Government Code of the state of California, authorize, among others, the Mayor and City Treasurer to sign all warrants (i.e. checks) drawn by the City.

By adopting the attached resolutions, which will replace and supersede all prior resolutions, the Mayor and City Treasurer will have signatory authority on the City of South Pasadena's (City) bank accounts and related banking documentation in addition to specific key staff in the Finance Department. The second resolution will also reflect updated City staff within the Finance Department to have authority related to the deposits or withdrawals of funds in the City's LAIF account.

The new resolutions will revise signatory authority to reflect the current Mayor, City Treasurer, and designated City staff, as appropriate. Both the bank and the State require formal documentation from the City Council approving these changes to maintain compliance with account authorization requirements.

Fiscal Impact
The adoption of the resolutions will update the authority to ensure that accurate personnel have authorization. There is no fiscal impact to the adoption of these resolutions.

Attachment:
Attachment No. 1 - Resolution No. 7960
Attachment No. 2 - Resolution No. 7961

CITY OF SOUTH PASADENA
RESOLUTION NO. 7960

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND

WHEREAS, Pursuant to California Government Code, Chapter 730 of the statutes of 1976 Section 16429.1 was added to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City of South Pasadena does hereby find that the deposit and withdrawal of money of the Local Agency Investment Fund in accordance with the provisions of Government Code Section 16429.1 for the purpose of investment as stated therein as in the best interests of the City of South Pasadena.

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

SECTION 1. The City Council does hereby authorize the deposit and withdrawal of the City of South Pasadena monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Government Code Section 16429.1 for the purpose of investment as stated therein. and verification by the State Treasurer's Office of all banking information provided in that regard.

SECTION 2. The following City of South Pasadena Officers or their successors in Office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

Accounting Manager/Controller	Mark Siegfried
Budget and Purchasing Manager	William Castrillon
Assistant City Manager/Chief Financial Officer	Nick Kimball
City Treasurer	Zhen Tao

SECTION 3. This resolution shall become effective immediately upon its adoption, and any other resolutions previously adopted on the same subject are hereby superseded by the adoption of this Resolution.

SECTION 4. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED on this 17th day of December 2025.

_____
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 17th of December 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Mark Perez, Acting Chief City Clerk

CITY OF SOUTH PASADENA
RESOLUTION NO. 7961

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AUTHORIZING SIGNATORIES ON CITY BANK ACCOUNTS AND SUPERSEDING PREVIOUS RESOLUTIONS REGARDING THE SAME

WHEREAS, the City Council or its designee has the authority to manage the City of South Pasadena's (City) bank accounts.

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

SECTION 1. To authorize XXXX, Mayor, effective December 17, 2025, as a signatory on all City of South Pasadena bank accounts and related documentation.

SECTION 2. The use of the facsimile signature of XXXX is hereby authorized and said bank is hereby authorized to honor and pay any and all checks and drafts so signed provided said checks and drafts are countersigned by one other signatory.

SECTION 3. To authorize Zhen Tao, City Treasurer, effective December 17, 2025, as a signatory on all City bank accounts and related documentation.

SECTION 4. The use of the facsimile signature of Zhen Tao, City Treasurer, is hereby authorized, and said bank is hereby authorized to honor and pay any and all checks and drafts so signed, provided said checks and drafts are countersigned by one other signatory.

SECTION 5. To authorize the Todd Hileman, City Manager, Nick Kimball, Assistant City Manager/Chief Financial Officer, Mark Siegfried, Accounting Manager/Controller, and William Castrillon, Budget and Purchasing Manager as signatories on all City of South Pasadena bank accounts and related documentation.

SECTION 6. This resolution shall become effective immediately upon its adoption.

SECTION 7. Resolution Nos. 7838, 7858, 7870, 7920, and any other resolutions previously adopted on the same subject are hereby superseded by the adoption of this Resolution.

SECTION 8. The City Clerk of the City of South Pasadena shall certify the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED on this 17th day of December 2025.

_____
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 17th of December 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Mark Perez, Acting Chief City Clerk

City Council Agenda Report

ITEM NO. 16

DATE: December 17, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Michael Vartanians, City Engineer

SUBJECT: **CONSIDERATION TO ADOPT RESOLUTION NO. 7962 AUTHORIZING GRANT ACCEPTANCE, AND EXECUTION OF GRANT FUNDING AGREEMENTS AND DOCUMENTS FOR THE HUNTINGTON DRIVE AND FREMONT AVENUE CORRIDOR IMPROVEMENTS PROJECT**

Recommendation

It is recommended that the City Council adopt Resolution No. 7962 authorizing the grant acceptance and execution of all agreements and documents related to such grant funds from the California Department of Transportation and the Los Angeles County Metropolitan Transportation Authority for the Huntington Drive and Fremont Avenue Corridor Improvements Projects.

Executive Summary

Adoption of Resolution No. 7962 authorizing the grant acceptance and execution of documents and agreements for grant funds for the Huntington Drive and Fremont Avenue Corridor Improvements Project (Project) will allow for the City Manager, or his designee to execute funding agreements, master agreements, program supplemental agreements and any amendments thereto with the California Department of Transportation and the Los Angeles County Metropolitan Transportation Authority (LA Metro) for the Project.

Background

The City's Public Works Department is responsible for developing and implementing the City's Capital Improvement Program (CIP), including improvements of the city's street, water and sewer infrastructure. City Council recently received a presentation from the Public Works Department outlining the Fiscal Year (FY) 2025-2026 CIP budget.

Two LA Metro grants were awarded to the City in 2021 and 2022 for both Fremont Avenue and Huntington Drive. The first grant in the amount of $6 million is from the Measure M Active Transportation Program (MAT), which was approved on September 1, 2022, and the second is a $10 million grant from a reallocation of Interstate 710 funds through the Measure R program for local Mobility Improvement Projects (MIP), which was approved on August 12, 2021. In addition to the Los Angeles Metro grants, $323,000 in Local Alternative Transportation Improvement Program (LATIP) funds were adopted by the California Transportation Commission on June 26-27, 2025.

Original funding for the Project did not include an early planning phase, however, and in order

to seek conceptual public input for this Project, on July 18, 2023, City Council approved a task order with Toole Design Group to conduct a comprehensive community transportation planning charrette design process in the amount of four hundred and thirty thousand, and four hundred seventy-three dollars ($430,473) using Measure M and R Local Return Funds. As part of this task order, Toole Design Group completed four key tasks:

1. Preparation, research, and logistics;
2. A multi-step charrette process starting with discovery and a site visit;
3. The first and second design charrettes consisting of two 4-day sessions during the Fall of 2023, and;
4. Documentation session and deliverable focusing on recommendations for the three major corridors: Fremont Avenue, Huntington Drive, and Fair Oaks Avenue.

On October 17, 2023, the City's Mobility and Transportation Infrastructure Commission (MTIC) held a public meeting presenting the preliminary findings of the Toole Report, a summary and the background of the charrettes and initial public and stakeholder feedback.

During their June 26-27, 2025 meeting, the California Transportation Commission adopted the 2025 State Route 710 Local Alternative Transportation Improvement Program, Resolution G-25-50. The approved distribution to the City of South Pasadena for the Project was $323,000.

On October 1, 2025, the City Council awarded a design contract to Kimley-Horn for civil and transportation design services related the Project and approved a resolution appropriating the funding to the FY 25-26 CIP Budget.

During their October 16-17, 2025 meeting, the California Transportation Commission allocated $23,000 of the $323,000 funds for the Project Approval and Environmental Documentation (PA&ED) of the Project. The remaining funds are expected to be allocated when the PA&ED phase is completed.

On December 3, 2025, City staff received a copy of the Program Supplement Agreement for the Project's LATIP PA&ED funds along with a State Master Agreement, requesting that the documents be executed along with a certified resolution from City Council. The Program Supplement Agreement (Attachment No. 2) and State Master Agreement (Attachment No. 3) are included in this staff report.

Analysis
The California Transportation Commission approved distribution to the City of South Pasadena for the Project for an amount of $323,000 in June of 2025. On October 1st, the City Council awarded a design contract to Kimley-Horn and approved Resolution No. 7951 appropriating the LATIP funding in FY 25-26.

The proposed Resolution No. 7962 will authorize the City Manager, or designee to execute the Program Supplement Agreement and State Master Agreement for the Huntington Drive and Fremont Avenue Corridor Improvements Project. The Resolution also incorporates similar language for any future LA Metro documents related to the funding for this Project to ensure that grant program deadlines are met.

Fiscal Impact
LATIP funding for this project in the amount of $323,000 was approved for appropriation on

October 1, 2025, through Resolution No. 7951, for FY 2025/2026.

Key Performance Indicators and Strategic Plan
This item is related to street improvement goals in the City Council's 2025 compilation of priorities.

Commission Review and Recommendation
The Project has been discussed at multiple meetings of the former Mobility and Transportation Infrastructure Commission, the former Public Works Commission and at the Public Works Infrastructure Commission.

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

Environmental Analysis
The proposed action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines, Section 21065 as it does not cause a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Further CEQA analysis for the Project is being completed as part of the Kimley-Horn scope of work.

Attachment:
Attachment No. 1 - Resolution No. 7962
Attachment No. 2 - Program Supplement Agreement
Attachment No. 3 - State Master Agreement

CITY OF SOUTH PASADENA
RESOLUTION NO. 7962

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AUTHORIZING THE GRANT ACCEPTANCE, AND EXECUTION OF GRANT FUNDING AGREEMENTS AND DOCUMENTS FROM THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR THE CITY OF SOUTH PASADENA'S HUNTINGTON DRIVE AND FREMONT AVENUE CORRIDOR IMPROVEMENTS PROJECT

WHEREAS, the City of South Pasadena's Capital Improvement Program includes the Huntington Drive and Fremont Avenue Corridor Improvements Project; and

WHEREAS, the City of South Pasadena is eligible to receive Federal, State and Local funding for certain transportation projects through the California Department of Transportation and the Los Angeles County Metropolitan Transportation Authority ; and,

WHEREAS, the City of South Pasadena has applied for and been awarded grant funding for the Huntington Drive and Fremont Avenue Corridor Improvements Project from the California Department of Transportation and the Los Angeles County Metropolitan Transportation Authority; and,

WHEREAS, the City of South Pasadena wishes to delegate authorization to execute these funding agreements and any amendments thereto to the City Manager, or designee.

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

SECTION 1. The City of South Pasadena City Manager, or designee is hereby authorized and directed to execute Funding Agreements, Master Agreements, including but not limited to Master Agreement No. 07-5071S21, Program Supplement Agreements, including but not limited to Program Supplement No. 00000A909, Fund Exchange Agreements, Fund Transfer Agreements and any other agreements, documents or amendments thereto with the California Department of Transportation or the Los Angeles County

Metropolitan Transportation Authority, for the Huntington Drive and Fremont Avenue Corridor Improvements Project.

SECTION 2. The City of South Pasadena City Manager, or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain said grant funding.

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

PASSED, APPROVED AND ADOPTED on this 17th day of December 2025.

_____
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 17th of December 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Mark Perez, Acting Chief City Clerk

PROGRAM SUPPLEMENT NO. 00000A909
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 07-5071S21

Adv. Project ID 0726000048

Date: December 02, 2025
Location: 07-LA-0-SPAS
Project Number: LATIP-5071(026)
E.A. Number:
Locode: 5071

This Program Supplement, effective 10/17/2025, hereby adopts and incorporates into the Administering Agency-State Agreement No. 07-5071S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the ADMINISTERING AGENCY on (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: In the City of South Pasadena on Huntington Drive from Alhambra Road to Garfield Ave. and Fremont Ave. from Columbia St. to Alhambra Road. C

TYPE OF WORK: Pavement rehab,curb ramp,high visibility crosswalks,enhanced crossing features,bike facilities..... **LENGTH:** 0.0(MILES)

Estimated Cost	State Funds		Matching Funds		
	STATE	$23,000.00	LOCAL		OTHER
$193,000.00			$0.00		$170,000.00

CITY OF SOUTH PASADENA

By _____

Title _____

Date _____

Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____

Chief, Office of Project Management Oversight
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Mekbib Woldegebriel **Date** 12/02/2025 $23,000.00

SPECIAL COVENANTS OR REMARKS

1. A. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the State Route 710 Local Alternative Transportation Improvement Program (710 LATIP) guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

   B. This PROJECT is programmed to receive State funds from the 710 LATIP. Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s). This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. Unless otherwise determined, the effective date of the component specific allocation will constitute the start of reimbursable expenditures.

   C. STATE and ADMINISTERING AGENCY agree that any additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and STATE Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.

   D. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof. Documentation will consist of a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

   E. This PROJECT is subject to the timely use of funds provisions enacted by the 710 LATIP guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below. Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure

SPECIAL COVENANTS OR REMARKS

until the end of the second fiscal year following the year in which the funds were allocated. Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award. Projects must complete construction within 10 years of receiving their first allocation of funding through the 710 LATIP, or the implementing agency must repay the funds.

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits (E&P), plans specifications & estimate (PS&E), and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM and the 710 LATIP Guidelines.

I. ADMINISTERING AGENCY indirect costs, as defined in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, to be claimed must be allocated in accordance with an Indirect Cost Allocation Plan (ICAP), submitted, reviewed, and approved in accordance with Caltrans Audits and Investigations requirements which may be accessed at: www.dot.ca.gov/hq/ audits/. ADMINISTERING AGENCY agrees to comply with, and require all sub-recipients and project sponsors to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, and all applicable Federal and State laws and regulations. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and

SPECIAL COVENANTS OR REMARKS

Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., and all applicable Federal and State laws and regulations, shall be used to determine the allowability of individual PROJECT cost items. Any Fund expenditures for costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, or 48 CFR, Chapter 1, Part 3, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Funds due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the 710 LATIP guidelines, as adopted or amended.

K. This PROJECT has received funds from 710 LATIP. The ADMINISTERING AGENCY agrees to administer the project in accordance with the CTC Adopted SB1 Accountability and Transparency Guidelines.

L. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work approved by the California Transportation Commission. Any changes to the approved PROJECT scope without the prior expressed approval of the California Transportation Commission are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT
STATE-FUNDED PROJECTS

07	City of South Pasadena
District	Administering Agency

Agreement No. 07-5071S21

This AGREEMENT, is entered into effective this _____ day of _____, 20___, by and between the City of South Pasadena, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and

2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from a State-funded program (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG) and/or in the respective CTC Guidelines, for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and

3. WHEREAS, said PROJECT will not receive any federal funds; and

4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project- specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.

2. The State approved project-specific allocation notification letter and approved CTC allocation documentation designate the party responsible for implementing PROJECT, type of work, and location of PROJECT for projects requiring CTC allocation by PROJECT component of work.

3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on- going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned, unless otherwise agreed by STATE in writing.

5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.

6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of allocation by CTC, or by STATE for allocations delegated to STATE by CTC, for said PROJECT.

7. Projects allocated with STATE FUNDS will be administered in accordance with the current CTC STIP Guidelines, applicable chapter(s) of the LAPG, LAPM and/or any other instructions published by STATE.

8. ADMINISTERING AGENCY agrees to ensure compliance with all relevant State laws and requirements for work related to PROJECT, including the California Environmental Quality Act (CEQA).

9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P), preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.

10. ADMINISTERING AGENCY's eligible costs for construction engineering include actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.

11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its contracted engineering consultant shall be responsible for all PROJECT engineering work.

12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.

13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the LAPM that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the current Caltrans Highway Design Manual standards, the current FHWA-adopted American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets standards, or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.

14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights-of-way or work which affects STATE facilities.

15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

16. ADMINISTERING AGENCY shall comply with the provisions of sections 4450 and 4454 of the California Government Code, as well as other Department of General Services guidance, if applicable, for the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

17. ADMINISTERING AGENCY shall provide a full-time public employee to be in responsible charge of each PROJECT. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. ADMINISTERING AGENCY may utilize consultants to perform supervision and inspection work for PROJECT with a

fully qualified and licensed engineer. Utilization of consultants does not relieve ADMINISTERING AGENCY of its obligation to provide a full-time public employee to be in responsible charge of each PROJECT.

18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.

19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.

20. ADMINISTERING AGENCY shall submit PROJECT-specific award information to STATE's District Local Assistance Engineer, within sixty (60) days after contract award.

21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Final Project Expenditure Report", LAPM Exhibit 17-M, within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Final Project Expenditure Report", within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the Local Assistance Procedures Manual.

22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.

23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.

24. ADMINISTERING AGENCY shall include in all contracts and subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

ARTICLE II - RIGHTS-OF-WAY

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.

2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.

(a) Expenditures of capital and support to purchase all real property required for

PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

(b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

(c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

(d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.

(e) The cost of all unavoidable utility relocation, protection or removal.

(f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified, and recovery made.

3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT is not clear as certified by ADMINISTERING AGENCY, including, but not limited to, if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non- matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not

being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

4. ADMINISTERING AGENCY shall comply with all applicable law, including but not limited to, all applicable legal authority regarding construction standards.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.

2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.

3. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices in arrears for reimbursement of allowable PROJECT costs at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period

4. Invoices shall be submitted on a standardized billing summary template, in accordance with Chapter 5 of the LAPM to claim reimbursement by ADMINISTERING AGENCY. For construction invoices, pay estimates must be included.

5. ADMINISTERING AGENCY must retain at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

6. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by the ADMINISTERING AGENCY.

7. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to the Inspector General - Independent Office of Audits and Investigations for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of

indirect cost incurred within each fiscal year being claimed for reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the LAPM, and the ICAP/ICRP approval procedures established by STATE.

8. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or $40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

9. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with a finance letter, and an allocation notification letter when applicable. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the form of an allocation and finance letter.

10. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

11. ADMINISTERING AGENCY shall use its own non-STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.

12. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

13. STATE FUNDS allocated by the CTC and/or STATE are subject to the timely use of funds provisions approved in CTC Guidelines and State procedures approved by the CTC and STATE.

14. STATE FUNDS encumbered for PROJECT are available for liquidation only for a limited period from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Section 16304 of the Government Code. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.

15. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid to rank and file STATE employees under current California Department of Human Resources (CalHR) rules unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. If the rates invoiced by ADMINISTERING AGENCY are in excess of CalHR rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.

16. ADMINISTERING AGENCY agrees to comply with California Government Code 4525-4529.14. Administering Agency shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall also comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326.

17. ADMINISTERING AGENCY agrees and will assure that its contractors and subcontractors will be obligated to agree that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326Governments. ADMINISTERING AGENCY agrees to comply with the provisions set forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

18. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR 200 excluding 2 CFR Part 200.318-200.326, 48 CFR Chapter 1, Part 31, LAPM, Public Contract Code (PCC) 10300- 10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be questioned, disallowed, or unallowable under 2 CFR, Part 200, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646, LAPM, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations are subject to repayment by ADMINISTERING AGENCY to STATE and may result in STATE imposing sanctions on ADMINISTERING AGENCY as described in Chapter 20 of the Local Assistance Procedures Manual.

20. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

21. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

22. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V

AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts, and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years, or 35 years for Prop 1B funds, from the date of final payment to ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY shall not award a construction contract over $25,000 on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

5. ADMINISTERING AGENCY shall comply with Chapter 10 (commencing with Section 4525) Division 5 of Title 1 of the Government Code and shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall comply with Chapter 10 of the LAPM for AE Consultant Contracts.

6. ADMINISTERING AGENCY shall comply with Government Code Division 5 Title 1 sections 4525-4529.5 and shall undertake the procedures described in California Government Code 4527(a) and 4528(a) for procurement of professional service contracts. Administering Agency shall follow Public Contract Code Section 10335-10381 for other professional service contracts.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third- party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. Except as provided in this Article, this AGREEMENT is solely between and for the benefit of the PARTIES and there are no third-party beneficiaries.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.

2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.

3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.

5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.

6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.

7. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.

9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this AGREEMENT. These disclosures shall be delivered to STATE in a form deemed acceptable by the STATE prior to execution of this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not have, nor shall it acquire, any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Manager, who shall be identified to ADMINISTERING AGENCY at the time of execution of this AGREEMENT and, as applicable , any time that Contract Manager changes during the duration of this AGREEMENT who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Manager, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Manager.

13. Neither the pendency of a dispute nor its consideration by the Contract Manager will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or

jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c) otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By_____

_____

Chief, Office of Project Management Oversight
Division of Local Assistance

Date_____

City of South Pasadena

By_____

_____

_____

City of South Pasadena

Representative Name & Title
(Authorized Governing Body Representative)

Date_____

EXHIBIT A - FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such action 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; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 12900 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 11000, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement

and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

City Council Agenda Report

ITEM NO. 17

DATE: December 17, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Michael Vartanians, City Engineer

SUBJECT: **CONSIDERATION OF APPROVAL OF A TASK ORDER WITH TOOLE DESIGN GROUP FOR DESIGN REVIEW SUPPORT SERVICES RELATED TO THE HUNTINGTON DRIVE AND FREMONT AVENUE CORRIDOR IMPROVEMENTS PROJECT IN AN AMOUNT NOT-TO-EXCEED $95,840 AND ADOPT RESOLUTION NO. 7963 TO AMEND THE CITY'S BUDGET AND APPROPRIATE $100,000 IN MEASURE R LOCAL RETURN FUNDS FOR THE PROJECT**

Recommendation

It is recommended that the City Council:

1. Approve the Task Order (Attachment No. 1) with Toole Design Group to provide design review support services for the Huntington Drive and Fremont Avenue Corridor Improvements Project (Project) in an amount not-to-exceed $95,840;
2. Adopt Resolution No. 7963 (Attachment No. 2) to amend the 2025-2026 Budget and appropriate $100,000 in Measure R Local Return Funds to cover the additional costs associated with design support services related to the Huntington Drive and Fremont Avenue Corridor Improvements Project; and
3. Authorize the City Manager, or designee, to execute all related documents.

Executive Summary

The City's 2025-2030 Capital Improvement Program (CIP) details the construction of multiple street improvement projects and includes the Huntington Drive and Fremont Avenue Corridor Improvements Project (Project). This is a task order under a Master Professional Services Agreement with Toole Design Group for support services to perform as-needed review of the Project's design.

Background

The City's Public Works Department is responsible for developing and implementing the City's Capital Improvement Program (CIP), including improvements of the city's street, water and sewer infrastructure. City Council recently received a presentation from the Public Works Department outlining the Fiscal Year (FY) 2025-2026 CIP budget

Two (2) Los Angeles Metro grants were awarded to the City in 2021 and 2022 for both Fremont Avenue and Huntington Drive. The first grant in the amount of $6 million is from the Measure M Active Transportation Program (MAT), which was approved on September 1,

2022, and the second is a $10 million grant from a reallocation of Interstate 710 funds through the Measure R program for local Mobility Improvement Projects (MIP), which was approved on August 12, 2021. In addition to the Los Angeles Metro grants, $323,000 in Local Alternative Transportation Improvement Program (LATIP) funds were adopted by the California Transportation Commission on June 26-27, 2025.

The funding for the Project did not include an early planning phase, however, and in order to seek conceptual public input for this project, on July 18, 2023, City Council approved a task order with Toole Design Group to conduct a comprehensive community transportation planning charrette design process in the amount of $430,473. As part of this task order, Toole Design Group completed four key tasks:

1. Preparation, research, and logistics
2. A multi-step charrette process starting with discovery and a site visit
3. The first and second design charrettes consisting of two 4-day sessions during the Fall of 2023, and,
4. Documentation session and deliverable focusing on recommendations for the three major corridors of Fremont Avenue, Huntington Drive, and Fair Oaks Avenue.

On October 17, 2023, the Mobility and Transportation Infrastructure Commission (MTIC) held a public meeting presenting the preliminary findings of the Toole Report, a summary and the background of the charrettes and initial public and stakeholder feedback.

On October 15, 2024, the MTIC was presented with the Toole Design Report (Report); 7 residents spoke on behalf of the findings in the Report.

On October 1, 2025, City Council approved the selection of Kimley-Horn to provide engineering design services related to the Project.

Analysis
Kimley-Horn, as the designer of record, has started the Project Approval and Environmental Documentation phase, as such, they have begun collecting field data, as-built drawings, project reports and utility information. They are also developing a Community Outreach Plan.

In order to ensure continuity between the 2023 outreach efforts conducted by Toole Design, City staff recommends approval of the attached scope of work set forth in the Task Order. Toole will provide as-needed support to the City as part of this effort in order to support project coordination with City staff and consultants, attend PWIC, City Council and public meetings, and generally support the development of the Project.

Adoption of a Resolution is required to amend the budget and utilize and appropriate Measure R funds for the design support services for the Project.

Fiscal Impact
Funding for the Huntington Drive and Fremont Avenue Corridor Improvements Projects is included in the FY 2025-2026 adopted Capital Improvement Program and a design contract was awarded to Kimley-Horn by City Council on October 1st, 2025. Additional funding will be required to fund this task order with Toole Design Group.

Staff is recommending utilizing Fund 233- Measure R fund balance to appropriate funds for

the professional services agreement. There are sufficient unallocated Measure R Local Return fund balance reserves available to fund the proposed task order.

Fund	Account Number	Allocation
Measure R Local Returns	400-9000-9010-9103-233	$100,000

Key Performance Indicators and Strategic Plan
This item is related to street improvement goals in the City Council's 2025 compilation of priorities.

Commission Review and Recommendation
The Project has been discussed at multiple meetings of the former Mobility and Transportation Infrastructure Commission, the former Public Works Commission and at the Public Works Infrastructure Commission.

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

Environmental Analysis
The proposed action is not a project within the meaning of the California Environmental Quality Act Guidelines, Section 21065 as it does not cause a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Further CEQA analysis for the Project is being completed as part of the Kimley-Horn scope of work.

Attachment:
Attachment No. 1 - Toole Design Group Task Order
Attachment No. 2 - Resolution No. 7963

TASK ORDER NO. TDGENGIN173-003

TO MASTER PROFESSIONAL SERVICES AGREEMENT (2023-173)

This Task Order No. **TDGENGIN173-003** ("Task Order") is made and entered into on **December 10, 2025** by and between the City of South Pasadena, a municipal corporation ("City"), and **TDG Engineering, Inc., an affiliate of Toole Design Group, LLC** ("Consultant").

RECITAL

A. City and Consultant entered into an agreement entitled Master On-Call Professional Services Agreement ("Agreement") dated **June 8, 2023** by which the Consultant agreed to perform **Civil Design Engineering Services and Traffic/Transportation Engineering Services** 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:

   Task 001 Huntington Drive and Fremont Avenue Corridor Improvement:
   Consultant will provide as-needed design review and support services to the City for the Huntington Drive and Fremont Avenue Corridor Improvements Project.

   Project support may include:
   - Project coordination with City staff and consultants
   - Attendance at Public Works Infrastructure Commission, City Council, and public meetings
   - Meetings with project team virtually or in person, as needed
   - Support and review of all design deliverables, including formal comments and response to comments. Deliverables may include conceptual design plans, interim design deliverables, public engagement materials, traffic analysis deliverables, and cost estimates.
   - General project management of the task order, including invoicing and progress report

3. **TASK ORDER ADMINISTRATOR.** Consultant shall designate a principal point of contact for this task order:

   Adam Vest, PE
   Toole Design Group, LLC
   One Inventa Place, West Tower, Suite 950
   Silver Spring, MD 20910
   Telephone: 301.927.1900
   Email: avest@tooledesign.com

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 as directed by the Public Works Director or delegated City staff member through the term of the Master Services Agreement.

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 **Ninety-Five Thousand, Eight Hundred Forty Dollars ($95,840)**, based on the rates in the Fee Schedule set forth below. Payments shall be made on an hourly basis and shall be invoiced by the consultant upon approval by the City, in accordance with the below costs

   Invoices shall be submitted electronically to PWAP@southpasadenaca.gov

Table 1: TDG, LLC Tasks and Assigned Personnel with Hourly Rates ($ / hr)

Task	Principal $386.00	Engineering Lead III $344.00	Planning Lead III $324.00	Engineer Lead I $258.00	Project Engineer $182.00	Engineer II $140.00	Other Direct Costs	Total Task Fee
1.a	4 hrs $1,544.00	16 hrs $5,504.00	4 hrs $1,296.00	-	-	-	-	**$8,344.00**
1.b	24 hrs $9,264.00	24 hrs $8,256.00	8 hrs $2,592.00	4 hrs $1,032.00	-	-	-	**$21,144**
1.c	16 hrs $6,176.00	16 hrs $5,504.00	-	4 hrs $1,032.00	-	-	-	**$12,712.00**
1.d	24 hrs $9,264.00	24 hrs $8,256.00	-	80 hrs $20,640.00	24 hrs $4,368.00	24 hrs $3,360.00	-	**$45,888.00**
1.e	-	8 hrs $2,752.00	-	-	-	-	-	**$2,752.00**
1.f	-	-	-	-	-	-	$5,000.00	**$5,000.00**
Total	**$26,248.00**	**$30,272.00**	**$3,888**	**$22,704**	**$4,368.00**	**$3,360.00**	**$5000.00**	**$95,840.00**

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

Printed:_____

Title:_____

Date:_____

"Consultant"
TDG Engineering Inc., an affiliate of Toole Design Group, LLC

By:_____
Signature

Printed:_____

Title:_____

Date:_____

Attest:

By:_____
Mark Perez, Acting Chief City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

CITY OF SOUTH PASADENA
RESOLUTION NO. 7963

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING THE FISCAL YEAR 2025-2026 ADOPTED BUDGET

WHEREAS, the City Council of the City of South Pasadena adopted the Fiscal Year 2025-2026 Budget on August 20, 2025, establishing the City's financial plan for the fiscal year beginning July 1, 2025 and ending June 30, 2026; and

WHEREAS, subsequent to adoption, the City has identified a need to amend the budget to increase funding available for design review support services related to the Huntington Drive and Fremont Avenue Corridor Improvements Project; and

WHEREAS, the proposed amendments are necessary to ensure the continued delivery of essential services, maintain fiscal responsibility, and align City resources with City Council priorities; and

WHEREAS, the City Council has reviewed the proposed amendments and finds them to be in the best interest of the City and its residents.

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

SECTION 1. The above recitals are hereby declared to be true and correct and are incorporated herein as if set forth in full.

SECTION 2. The Fiscal Year 2025-2026 Adopted Budget is hereby amended as set forth in the table below:

Revenue Account No.	**Description**	**Amount**
TOTAL:		

Expenditure Account No.	Description	Amount
233-9000-9010-9103-xxx	Huntington/Fremont Project	$100,000
TOTAL:		**$100,000**

SECTION 3. The City Manager, or their designee, is authorized and directed to implement the budget amendments, including transfers, appropriations, and related accounting entries, in accordance with this resolution.

SECTION 4. The City Manager is further authorized to make minor adjustments and technical corrections consistent with the intent of this resolution.

SECTION 5. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED on this 17th day of December 2025.

_____
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 17th of December 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____

Mark Perez, Acting Chief City Clerk

City Council Agenda Report

ITEM NO. 18

DATE: December 17, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Mark Siegfried, Accounting Manager/Controller
Alma Medina, Assistant to the City Manager

SUBJECT: **CONSIDERATION TO APPROVE 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 $263,000, AND TO EXTEND THE AGREEMENT THROUGH JUNE 30, 2026**

Recommendation

It is recommended that the City Council:

1. Approve an Amendment to the Professional Services Agreement with Robert Half International, Inc., to increase the compensation in the amount of $57,000 and for a new total not to-exceed amount of $263,000, and extend the agreement through June 30, 2026; and
2. Authorize the City Manager, or designee, to execute the contract.

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. The assignment with the Public Works Department has been completed, but the Finance Department continues to need the staffing service, mainly to support the Finance Department as it transitions into and implements a new Enterprise Resource Planning (ERP) system, as well as year- end financial processing tasks. 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 $57,000 to fund temporary staffing services for the Finance Department, through June 30, 2026. The proposed Amendment would increase the total contract amount, as well as extend the date of expiration to June 30, 2026.

Background

In October 2024, the Professional Services Agreement (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. The agreement was then amended in June 2025 to increase the contract amount and extend the term through December 31, 2025, and most recently was amended on August 20, 2025 to increase the contract amount. The need for temporary municipal staffing services by Robert Half is critical in support of the backlog of work and high workload within

the Finance Department.

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. On August 20, 2025, the City Council approved an amendment to the agreement, in the amount of $38,000, for a new total contract amount of $206,000

Over the past year, staff from Robert Half have played a critical role in addressing workload challenges due to vacancies, employee leaves, and the City's ongoing turnover. The Public Works assignment, which was intended to temporarily backfill the Management Assistant position, has now concluded, as the position has been filled.

However, the Finance Department continues to face significant operational pressure at this time. The Department is continuing to process day to day transactions to ensure that the City does not fall behind in financial reporting, while simultaneously transitioning to a new ERP system. The implementation of the new system will require considerable staff time for system configuration, data clean-up, workflow testing, training, and parallel processing.

Although the Finance Department is now fully staffed, the Department's workload is substantially higher than normal due to the ERP transition, ongoing process improvements, finalization of backlog items, and standard operational demands for end of year financials. Maintaining temporary staffing support is essential to ensuring that critical deadlines are met and that the ERP transition proceeds without jeopardizing core operations such as accounts payable, payroll, and end of year financial reporting.

Analysis

Temporary staffing support through Robert Half continues to provide critical operational flexibility for the City during periods of elevated workload and major system transitions. The Public Works assignment has concluded, however, even though the Finance Department is now fully staffed, the the upcoming implementation of an upgraded ERP system will have a significant impact on maintaining day-to-day financial operations.

The ERP transition requires extensive staff time for data validation, system configuration, testing, training, and parallel processing. These tasks must be completed while daily financial operations continue uninterrupted, including processing accounts payable, payroll, utility billing, and revenue reconciliation. Temporary staffing allows permanent staff to focus on strategic and system-critical functions without allowing routine transactional work to fall behind. Without this supplemental support, the Department's ability to meet implementation milestones and maintain financial stability would be significantly strained.

In addition, the City is approaching the middle of the fiscal year, which requires intensive financial close-out activities, reconciliation of all accounts and required financial reporting. These tasks are time-sensitive and cannot be deferred without creating compliance risks, audit delays, and potential financial reporting issues. Temporary staffing support ensures that these statutory and operational obligations can be met accurately and on schedule.

Approval of the proposed amendment will allow the City to maintain uninterrupted financial operations, successfully complete the ERP transition, meet audit and reporting deadlines, and protect the integrity of essential financial systems during this critical period.

Alternatives
If the proposed amendment is not approved, the Finance Department will be required to absorb all ERP transition duties and year-end financial processing with existing staff . This would likely result in processing delays, increased backlogs, heightened audit risk, and potential disruptions to core financial operations such as vendor payments, payroll processing, and utility billing. Additionally, insufficient staffing during ERP implementation increases the risk of system errors, data inaccuracies, and delayed go-live timelines.

Fiscal Impact
The proposed amendment, if approved, will increase the contract amount by $57,000, for a total contract not to exceed $263,000. There is no appropriation required for this action. Funding will be covered through existing savings in Professional Services in the Finance Department, as several contracted services have recently concluded and no longer require budgeted allocations.

Attachment:
Attachment No. 1 - Proposed Amendment
Attachment No. 2 - Third Amendment
Attachment No. 3 - Second Amendment
Attachment No. 4 - First Amendment
Attachment No. 5 - Professional Services Agreement

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR TEMPORARY STAFFING SERVICES

THIS AMENDMENT ("Amendment") is made on this 17th day of December 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, on August 20, 2025, the CITY executed 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; 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 $263,000, and extend the agreement through June 30, 2026.

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 Sixty Three Thousand Dollars ($263,000).

2. That Section 3.6 "Termination Date" of the Agreement is hereby amended to read as follows:
"Termination Date": June 30, 2026

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"
Robert Half International Inc.

By:_____
Signature

Printed: Chriz Garza

Title: Senior Vice President

Date:_____

Attest:

By:_____
Mark Perez, Acting Chief City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne M. Diaz, City Attorney

Date:_____

Docusign Envelope ID: 231C8E51-7F8D-4FAB-BF7E-0BABE1DF23D5

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

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

Printed: Todd Hileman

Title: City Manager

Date: 8/21/2025

"Consultant"
Robert Half International Inc.

By: DocuSigned by: Chris Garza 1B463DB073F0412... _____
Signature

Printed: Chriz Garza

Title: Senior Vice President

Date: 8/21/2025

Attest:

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

Date: 8/25/2025

Approved as to form:

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

Date: 8/21/2025

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.

Docusign Envelope ID: EAB61341-7B13-45CB-A3F7-539FB93F3058

"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

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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. 19

DATE: December 17, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Nick Kimball, Assistant City Manager/CFO
Roger Sung, Human Resources Director

SUBJECT: **CONSIDERATION TO ADOPT RESOLUTION NO. 7964 TO AMEND SECTION 10 OF THE MANAGEMENT BENEFITS FOR UNREPRESENTED MANAGEMENT EMPLOYEES AS SET FORTH IN RESOLUTION NO. 7941**

Recommendation

It is recommended that City Council adopt Resolution No. 7964 approving an amendment to Section 10 of the Management Benefits for Unrepresented Management employees as set forth in Resolution No. 7941.

Background

On September 17, 2025, City Council adopted Resolution No. 7941 setting the salary and benefits of Unrepresented Management employees. Section 10 - Management Leave includes a long-standing provision allowing management employees to cash out up to 60 hours of Management Leave in December each year, provided an irrevocable election to cash out said hours was made in the prior December.

Analysis

Management leave provides exempt and executive-level city employees with additional paid time off in recognition of the extended work hours, on-call responsibilities, and high-level decision-making demands inherent in their roles. Unlike overtime-eligible positions, management employees are typically expected to work beyond a standard workweek to meet organizational needs, attend evening meetings, and respond to urgent issues. Management leave helps ensure equitable compensation for this extra commitment, supports work-life balance, and aids in recruitment and retention by keeping the City competitive within the public-sector labor market.

As noted, Management Leave is provided in lieu of overtime for exempt employees and is "use it or lose it," which means that any unused Management Leave as of June 30 cannot be carried over to the next fiscal year. Section 10 of the Unrepresented Management compensation resolution provides a process for cashing out up to 60 hours of Management Leave in December each year, provided that the employee made an irrevocable election to cash out said hours in the prior December. There is currently no provision for Unrepresented Management employees that were promoted or started their employment with the City after the election period (i.e. the prior December) to elect to cash out leave hours in their first year.

The proposed resolution set forth in Attachment No.1 provides a process for employees that were promoted or started their employment with the City after the election period (i.e. after January 1st) to make a one-time out of cycle election to cash out Management Leave hours in their first year in the Unrepresented Management group.

Fiscal Impact
There is no fiscal impact associated with the proposed resolution. Leave balance cash out is included in the FY 2025-2026 Adopted Budget in each respective operating Department's personnel cost budget in object code 7070 - Leave Buyback.

Attachment:
Attachment No. 1 - Resolution No. 7964

CITY OF SOUTH PASADENA
RESOLUTION NO. 7964

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING SECTION 10 OF THE MANAGEMENT BENEFITS FOR UNREPRESENTED MANAGEMENT EMPLOYEES AS SET FORTH IN RESOLUTION NO. 7941

WHEREAS, the current compensation package between the City and Unrepresented Management Employees was executed on September 17, 2025; and

WHEREAS, the City now desires to amend Section 10 of the MOU to add a one-time election of Management Leave cash out for new employees; and

WHEREAS, the City Council finds that the amendment set forth in this resolution is reasonable and addresses the recruitment, retention, and fiscal needs of the City.

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

SECTION 1. Section 10 ("Management Leave") of the Management Benefits document adopted by Resolution No. 7941, is hereby amended to include a new paragraph "F" to read as follows:

> "F. Employees who are hired or promoted into a position covered by this resolution between January 1 and November 30 may make a one-time election to cash out up to sixty (60) hours of Management Leave outside of the election period prescribed in Section 10(E). This one-time election must be submitted on a form provided by the City and submitted to the Finance Department prior to November 30 in the year the employee is hired or promoted and will be paid out in December of the same year. Management Leave cash out in all subsequent years must comply with Section 10(E)."

SECTION 2. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED on this 17th day of December 2025.

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 17th of December 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Mark Perez, Acting Chief City Clerk

City Council Agenda Report

ITEM NO. 20

DATE: December 17, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Joan Powe, Procurement Contracts Administrator
Nick Kimball, Assistant City Manager/Chief Financial Officer

SUBJECT: **CONSIDERATION TO APPROVE AN AGREEMENT WITH J.J.KANE AUCTIONS FOR CONSIGNMENT AND AUCTION SERVICES RELATED TO THE DISPOSAL OF SURPLUS CITY PROPERTY**

Recommendation

It is recommended that the City Council approve the Agreement with J.J. Kane Auctions for consignment and auction services for the disposal of surplus City property.

Background

The City's Finance Policies and Procedures Manual notes that the disposal of capital assets shall be done to provide for the quick and easy removal of surplus items from the department's premises and provide compensation from sale. Both the Fire and Police Departments have surplus vehicles that need to be properly disposed.

On October 27, the City began the process to secure a firm to assist with disposing of surplus property. Staff reviewed available local solicitations to identify auction houses that are qualified and appropriate for the disposition of City surplus property. This review included evaluating auction houses' experience with municipal surplus, geographic accessibility, and ability to conduct transparent and compliant sales.

Analysis

As part of regular operations, the City accumulates surplus property such as vehicles and equipment that are beyond their useful life and no longer operational or cost-effective to maintain. The City's Finance Policies and Procedures Manual notes that the disposal of capital assets shall be done to provide for the quick and easy removal of surplus items from the department's premises and provide compensation from sale. The policy's objective is to streamline and expedite the disposal process to achieve additional revenue and ensure the efficient use of staff resources. Staff has identified multiple vehicles that should be designated as surplus, and public auction has been determined to be the best method to dispose of vehicles and equipment removed from service.

Procurement Process

In accordance with the City's Purchasing System Article XI 2.99-29 (19) and the City's Finance Policies and Procedures Manual, staff leveraged the City of Pasadena's recent competitive bidding process to establish an independent contract with J.J. Kane Auctions. This approach allowed the City to rely on an already vetted, competitively awarded contract, ensuring

compliance with procurement standards while significantly reducing administrative overhead and the need to conduct a separate solicitation.

Recommended Vendor

J.J. Kane Auctions is an established and reputable auction company that specializes in selling municipal and utility fleet vehicles, heavy equipment and related assets through online auctions across the country. They have been awarded nationally recognized cooperative purchasing agreements which the City can utilize. Commission rates as part of these agreements are competitively set at 5% for vehicles and equipment sales, and 15% for other miscellaneous items. The term of the Agreement will continue until terminated by either party at any time upon 60 days' written notice to the other party.

J.J. Kane provides full-service auction management of City property to be auctioned to the public. Their auction process typically follows the following steps:

1. Initial Consignment: The City communicates that surplus items are ready for auction. J.J. Kane coordinates transportation of items to the local auction site.
2. Transport: J.J. Kane handles all services needed to transport surplus items, including non-operative vehicles, to the safe and secure holding yards at the auction site.
3. Consignment Strategy: A comprehensive consignment strategy is created that best fits the items, using a full-service, turnkey online auction approach as the preferred method of cataloging items. All aspects of the listing and sales process are handled by J.J. Kane, including photographs, videos and descriptions of items. Every item that is listed for auction has conditions noted and pictures posted.
4. Marketing: J.J. Kane will create and execute an advertising and marketing plan for each auction, marketing to target audiences for specific items. This includes search engine optimization, multimedia messaging, social media, digital advertising, and a custom landing page.
5. Auction: Items are viewable up to four weeks before the auction opens, and bidding is open for six days, allowing maximum exposure of all items. While auction is open, the City can monitor progress of its items. J.J. Kane holds at least one auction every week.
6. Sell: J.J. Kane coordinates payment from winning bidders. Payments from bidders must be made electronically within 3 business days.
7. Title Transfer: J.J. Kane will work with the City of South Pasadena to obtain all necessary titles for applicable assets prior to assets being sold. J.J. Kane has notaries on staff to facilitate and handle all paperwork regarding the transfer of titles on behalf of the City in accordance with applicable law.
8. Buyer Pickup: Buyers are required to pay for items before pickup and must bring a "paid in full" receipt with them when picking up purchases.
9. Reporting: All necessary reports and documentation are provided via email after auction. These reports contain information such as the description (year, make, model) of items auctioned, date of sale, sale price, net price due to the City less auctioneer's commission, and final payout.
10. Payment: Within 14 days, J.J. Kane will remit to the City the net proceeds from items sold at auction. All fees for services related to the auction/sale of all items will be deducted from auction payout to the City.

J.J. Kane's auction service model significantly reduces the administrative and operational burden on City staff while maximizing both transparency and revenue potential. Their turnkey approach centralizes all logistical, marketing, and transactional functions under a single

vendor with proven expertise in municipal asset disposition. Their robust marketing strategy and high-frequency auction schedule increase competitive bidding and broaden the pool of potential buyers, which can lead to higher sale prices for City assets. Additionally, their handling of title transfers, reporting, payment processing, and secure storage ensures legal compliance and minimizes risk to the City. By outsourcing these complex processes to a specialized auctioneer, the City can achieve more efficient asset disposal, maintain stronger internal controls, and focus staff resources on core municipal operations.

Fiscal Impact
This agreement will generate net revenue based on the sell price of surplus property items at auction. There are additional costs for the pickup and transportation of the vehicles, which will be deducted from the proceeds of items sold at auction. Agreed upon consignment fees are deducted from the final sell price, and net revenues will be deposited either into the City's general fund account or into the fund account that originally paid for the item.

Attachment:
Attachment No. 1 - JJ Kane Service Agreement
Attachment No. 2 - JJ Kane Auctions Services - Proposal

JJ Kane AUCTIONS
33 Inverness Center Parkway
Birmingham, AL 35242
Telephone 856-764-7163
www.jjkane.com

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

Office: 626.403.7316
jpowe@southpasadenaca.gov

Date Emailed To Seller: November 14, 2025

This agreement (this "Agreement"), effective as of November 14 , 2025, is by and among City of South Pasadena (hereinafter called "Seller"), J.J. Kane Exchange, LLC ("Exchange"), and J.J. Kane Associates Inc. d/b/a "J.J. Kane Auctions," ("Associates"), acting as agent for Seller. The parties, intending to be legally bound, hereby agree as follows:

1) Term and Termination. The term of this Agreement shall begin on the date hereof and shall continue until terminated by either party hereto. Either party hereto may terminate this Agreement at any time upon 60 days' prior written notice to the other party. Upon termination of this Agreement, Auctioneer (defined below) shall provide written notice to Seller describing any unsold Auction Items (defined below) and, unless otherwise mutually agreed to by the parties hereto, Auctioneer shall be permitted to attempt to sell such Auction Items at auction for an additional 60 days following the effective date of the termination of this Agreement. At the end of such additional 60-day period, any unsold Auction Items will be released to Seller; provided, that Seller shall be required to reimburse Auctioneer for any and all expenses incurred by Auctioneer in connection with the transportation, storage, decommissioning, and other related costs of preparing such unsold Auction Items for sale prior to Auctioneer's release of such Auction Items to Seller.

2) Auctioneer. For all sales of Auction Items hereunder that are located at physical site(s) owned or operated by Associates, Associates shall be deemed to be the "Auctioneer", and for all sales of Auction Items hereunder that are located at physical site(s) not owned or operated by Associates, Exchange shall be deemed to be the "Auctioneer". Seller acknowledges and agrees that Associates is authorized to engage Exchange or other third parties to provide certain services necessary for Associates to perform its obligations hereunder including, without limitation, the utilization of online auction platforms, invoicing, and billing services.

3) Engagement.
   a) Seller hereby engages Auctioneer to facilitate the sale at public absolute auction sale Seller's property identified by Seller (the "Auction Item"), excluding any chemicals, hazardous materials or other environmentally unsafe equipment or materials unless mutually agreed upon in writing by Seller and Auctioneer.
      i) Seller shall be responsible for clean-up/disposal of petroleum products/chemical spills coming from Auction Items that are offered for sale under this Agreement. The prompt and proper clean-up of any spills, leaks or other releases of petroleum or chemical substances and materials will be performed in accordance with all applicable federal, state and local laws and regulations. Seller acknowledges and agrees that in the event a spill has occurred, notification by Auctioneer to certain federal, state and/or local agencies may be required. Seller shall be

responsible for all costs resulting in the clean-up of any spills/leaks or other releases of petroleum or chemical spills in accordance with any applicable laws and regulations. All clean-up/proper disposal costs will be billed back to Seller and deducted from Seller's sale proceeds. If said proceeds do not cover the total cost of spill cleanup/disposal, Seller will be billed the difference and Auctioneer shall be paid within 10 business days of dated invoice. The obligations set forth in this Section 3 shall survive the termination or expiration of this Agreement.

b) Seller hereby acknowledges and agrees that Auctioneer may engage the services of Exchange and any applicable third-party internet auction platform to conduct any auctions over the internet via online bidding.

c) Auctioneer may, in its sole discretion, accept or reject any Auction Items proposed for auction sale by Seller.

4) Auctioneer Personnel. Auctioneer shall provide all necessary auctioneers, accountants, clerks and office staff required to achieve the efficient and orderly performance of the auction sale contemplated by this Agreement. Auctioneer shall employ qualified personnel to perform these jobs and shall perform the engagement contemplated by this Agreement in a professional and skilled manner.

5) As-Is & Where-Is Auction Sales.

a) Auction Items will be offered for sale individually, or in the case of small miscellaneous items sold in lots as determined by Auctioneer. All Auction Items will be sold on an "As-Is Where-Is" basis without any warranties of any kind, expressed or implied.

b) Prior to listing Auction Items with Auctioneer for sale, Seller agrees to disclose to Auctioneer any known defects or faults with Auction Items, including but not limited to the fact that an Auction Item has been wrecked, totaled, or otherwise damaged at any point such that its operability was compromised.

c) In the case that a known defect or condition of any Auction Item is not disclosed by Seller to Auctioneer prior to listing, Auctioneers shall have the right, in its sole discretion, to declare such Auction Item a "No Sale" in which case Seller shall retain possession of such Auction Item and reimburse Auctioneer for any and all costs and expenses incurred by Auctioneer in connection with the transportation, storage, decommissioning and sale preparation of such Auction Item. In the case that an Auction Item is sold at auction and it is later discovered that Seller failed to disclose a known defect or fault with the Auction Item in violation of Section 5(b) above, Auctioneer shall have the right, in its sole discretion, to rescind the sale and fully refund the purchaser, and Seller shall not be entitled to any proceeds from the rescinded sale, or, in the event Seller has already received the proceeds from the sale, Seller will be obligated to return the proceeds to Auctioneer.

d) In accordance with applicable state and federal emissions regulations, Seller shall notify Auctioneer of any alterations of OEM emission systems that have occurred on vehicle or equipment Auction Items (e.g., dpf, def, system deletes or other engine control software or hardware alterations not approved by OEM).

6) Marketable Title.

a) Seller specifically represents and warrants to Auctioneer that Seller is the sole owner of, and has good, valid and marketable title to, all of the Auction Items to be sold by Auctioneer pursuant to this Agreement, free and clear of any liens, security interests, mortgages, debts or other encumbrances or restrictions of any kind not otherwise disclosed in writing by Seller to Auctioneer on or prior to the date of this Agreement. Seller further represents and warrants that there are no outstanding judgments or liens against Seller and that there are no legal actions, claims or proceedings pending or, to the knowledge of Seller, threatened against or adversely affecting Seller

whatsoever which in any way would hinder, prevent or otherwise affect Seller's or Auctioneer's right or ability to sell the Auction Items at auction sale.

b) Seller acknowledges and agrees that Auctioneer may elect to conduct UCC lien searches on any Auction Items deemed necessary by Auctioneer, in its sole discretion. Seller shall be responsible for the cost of any such lien searches payable in accordance with Section 12(c) below.

c) Seller agrees to deliver, upon Auctioneer's request, any documents, certificates, proofs of ownership or titles that may be required to effectively deliver and convey title to the Auction Items sold by Auctioneer pursuant to this Agreement.

d) In the case that there is a delay in the new purchaser receiving a free and clear title to any vehicle or trailer Auction Items sold hereunder, the net proceeds from the sale will be held by Auctioneer until a free and clear title is delivered to the purchaser; provided, that, at the election of Auctioneer, in its sole discretion, the applicable Auction Item may be withdrawn from the auction sale and remain Seller's property.

e) Seller acknowledges and agrees that, although Auctioneer guarantees free and clear title to the purchaser of each Auction Item and Auctioneer will use its commercially reasonable best efforts to obtain and convey such title in accordance with applicable law, Auctioneer shall in no way be responsible for any losses, damages, costs, expenses or fees (including, without limitation, attorneys' fees) arising out of or relating to any delay in obtaining and/or conveying free and clear title to the purchaser of any Auction Item sold hereunder.

f) Seller acknowledges and agrees that, if requested, Auctioneer may provide the name of Seller to the applicable purchaser of any vehicle Auction Item sold hereunder.

g) If Seller is a motor vehicle dealer, Seller's dealer state & dealer number are as follows: (list dealer state & dealer number): _____.

h) The obligations set forth in this Section 6 shall survive the termination or expiration of this Agreement.

7) Titles On-Site.

a) Seller agrees to deliver or cause to be delivered to Auctioneer all signed certificates of title, letters of authorization to sell vehicle Auction Items and any other related paperwork (e.g., a seller-specific bill of sale) no later than 10 days prior to the applicable auction sale.

b) Seller further agrees to provide a letter of authorization and/or power of attorney in the form attached hereto as Exhibit A to accompany all certificates of title associated with Auction Items. Seller further agrees that it will provide Auctioneer with any other such authorizations or documentation as may be reasonably requested to facilitate sales or transfers of Auction Items, or to comply with regulatory requirements relating to the same.

8) Delivery of Auction Items. Unless Seller requests for Auctioneer to arrange for the pickup and transportation of any Auction Items to the applicable auction site by a third party service provider in accordance with Section 12(b) below, Seller shall deliver or cause to be delivered the Auction Items to the auction sale site no later than ten days prior to the applicable auction sale or to such other location agreed to in writing by Auctioneer. All Auction Items shall be delivered to Auctioneer in running condition (except as noted by Seller) with adequate fuel levels and a duplicate set of keys.

9) Insurance Coverage.

a) Seller shall, at its own expense, maintain and carry in full force and effect appropriate insurance coverage on the Auction Items being sold hereunder until the Auction Items are sold to a purchaser.

b) Auctioneer and owner of the auction sale site property will not be responsible for any damages to Auction Items resulting from acts of nature, theft, accident and/or vandalism while such Auction Items are located at the sale site and prior to delivery and transfer of risk of loss to the purchaser.

c) Except to the extent caused directly by Auctioneer's willful or grossly negligent acts or omissions, Auctioneer shall not be responsible for any loss or damage to Auction Items.

10) Commission. **[AUCTIONEER REPRESENTATIVE TO COMPLETE SECTION 10(b)]**

a) Seller agrees that Auctioneer will charge the buyer of each Auction Item sold hereunder a base buyer's fee equal to 10% of the gross sale price paid for such Auction Item, subject to increase depending on the applicable (i) sales platform, (ii) type of buyer, and/or (iii) Auction Item location, which shall not exceed 15% of the gross sales price paid for the Auction Item. The Auctioneer will also collect from buyer an online auction fee of 2%.

b) **Seller agrees to pay Auctioneer a Seller's commission equal to __5__% of the total gross sale price for sold Auction Items. Palletized & Miscellaneous Items MAY be charged a Seller's Commission up to 15%.**

c) Seller agrees that, when applicable, Auctioneer may deduct its commission from the gross proceeds of the auction sale.

11) Non-Sales.

a) In the event that a successful bidder fails to pay for an Auction Item for which such bidder is designated to be the high bidder, then the applicable Auction Item will be deemed a "Non-Sale," no commission will be charged on such Auction Item and Seller will retain ownership of such Auction Item.

b) In certain instances Auctioneer may be required to refund the would-be purchaser of an Auction Item that has been deemed a "Non-Sale." In the event Seller has already received the proceeds for such a "Non-Sale" Auction Item, Auctioneer will be entitled to relist the Auction Item on Seller's behalf. Seller agrees to assist Auctioneer in obtaining all title and registration paperwork necessary to relist the Auction Item (including duplicate title). Auctioneer will not assume ownership of the Auction Item at any time. Seller agrees that Auctioneer shall be entitled to use the proceeds of any auction sale following such a relisting to recover any amounts previously refunded to the would-be purchaser, together with administrative fees and costs as may be charged or incurred by Auctioneer.

12) Reimbursed Expenses.

a) If applicable and pre-approved by Seller in writing, Seller agrees that Auctioneer may deduct the amounts for any additional services that Auctioneer provides Seller from the proceeds of the auction sale.

1. Advertising: $ n/a
2. Decommissioning & Washing: $ 65 on approval
3. Repairs: $ cost plus 10% on approval
4. Other: $ drive cycle 65 on approval

b) If Seller requests for Auctioneer to arrange for the pickup and transportation of Auction Items by Auctioneer's agents or a third-party service provider, Auctioneer will calculate the amount to deduct using a fair market value method.

13) Payment.

a) Auctioneer will charge and collect from the purchaser the purchase price for the Auction Items sold at the auction sale, together with all applicable taxes. Auctioneer will collect payment in full from the purchaser prior to the removal of any Auction Items from the auction site. Seller shall be responsible for the payment of all income taxes resulting from or payable in connection with the sale of the Auction Items hereunder.

b) Within 14 business days following the auction sale, subject to Seller's compliance with the terms of this Agreement and there being no Non-Sale, Auctioneer shall remit to Seller the net proceeds

from the Auction Items sold at auction, less Auctioneer's applicable commission as outlined in Section 10 above and any expenses as outlined in Section 12 above, together with a written report listing all Auction Items sold by Auctioneer and proof of payment for expenses. Payment shall be made by Auctioneer via electronic transfer or by a check. Any proceeds will be made payable to Seller and mailed to the same name and address of Seller set forth on the first page of this Agreement unless otherwise directed in writing by Seller.

14) Absolute Unreserved Auction Sales.
   a. Seller understands that Auctioneer conducts absolute unreserved public auction sales where each Auction Item is sold to the highest bidder regardless of price.
   b. Furthermore, Seller understands/agrees that it may be illegal for Seller or any agent thereof to bid on and/or buy-back any Auction Items owned by Seller.
   c. If Seller or any agent of Seller attempts to bid on and/or buy back any of the Auction Items, Auctioneer will, at Auctioneer's discretion, choose one of the following actions:
      1. Pass the Auction Item currently being offered for sale along with all other Auction Items.
      2. Sell the Auction Item to the last "Good Faith" bidder before Seller or its agent began bidding on such Auction Item.
   d. Seller shall reimburse Auctioneer for any lost revenue, including seller's commission, buyer's fee and/or any pre-approved reimbursed expenses in the event of a "Buy Back".

15) Advertised Auction Items. At Auctioneer's discretion, in the event that Seller removes any advertised Auction Item from the auction sale, Seller agrees to pay Auctioneer a handling fee of $500.00 for each such Auction Item that is removed from the sale.

16) Breach of Contract. In the event that Seller breaches any covenant or makes any misrepresentation in this Agreement, Seller agrees to indemnify, defend and hold Auctioneer harmless from any and all costs, expenses, damages and liabilities arising out of or relating to such breach or misrepresentation, including, without limitation, attorneys' fees and other costs incurred by Auctioneer in any action or proceeding arising out of or relating to such breach or misrepresentation. The obligations set forth in this Section 16 shall survive the termination or expiration of this Agreement.

17) Indemnification. Seller hereby agrees to indemnify, defend and hold Auctioneer and its parent, subsidiaries and affiliates and each of their respective directors, officers, employees and other representatives (collectively, "Indemnified Persons") harmless from any and all costs, expenses, damages and liabilities (including, without limitation, attorneys' fees) incurred or sustained by, or imposed upon any Indemnified Person arising out of or relating to: (a) Seller's ownership of the Auction Items, (b) the applicable purchaser's use of the Auction Items and/or any property damage or bodily injury arising therefrom, (c) any title defects or delays in delivering free and clear title to the Auction Items, (d) any breach of this Agreement by Seller, (e) any violations of applicable state and federal laws, including, without limitation, state and federal emissions laws and regulations, or (f) the enforcement of this indemnity by Auctioneer. The obligations set forth in this Section 17 shall survive the termination or expiration of this Agreement.

18) Entire Agreement; Headings.
   a. This Agreement contains the entire agreement between the parties and there are no other terms, obligations or representations, written or oral, other than those contained in this Agreement. This Agreement may be modified only by a further writing that is duly executed by both parties.
   b. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

19) Digger Derricks and Aerial Devices.

a) Section 19(b) below shall apply to digger derricks and the following vehicle-mounted aerial devices (hereinafter referred to as an "aerial device") sold as Auction Items hereunder:

1. Extensible boom aerial devices;
2. Aerial ladders;
3. Articulating boom aerial devices;
4. Vertical towers; and
5. A vehicle or other combination of any of the above, which vehicle may be a truck, a trailer, or an all-terrain vehicle.

b) Seller acknowledges and agrees that it shall be the sole and exclusive responsibility of Seller to provide Auctioneer with, and Seller shall provide to Auctioneer, all of the operations, maintenance and manufacturer's manual(s) (collectively, "Manuals") for each digger derrick or aerial device to be auctioned by Auctioneer hereunder and that such responsibility shall continue in perpetuity notwithstanding Auctioneer's auction of the corresponding digger derrick or aerial device for Seller. In the event Seller does not provide all Manuals for each digger derrick or aerial device to Auctioneer, Auctioneer may, in its own discretion, obtain the missing Manuals from the manufacturer at the Seller's expense; in any event, however, the obligation to provide the Manuals shall remain on the Seller and Auctioneer may refuse to auction the associated digger derrick or aerial device until such time as the Manuals have been provided to Auctioneer. Auctioneer may notify Seller of the name and location of the successful purchaser of a digger derrick or aerial device within a reasonable time following completion of the sale. Seller hereby acknowledges its responsibilities in accordance with American National Standards Institute A92.2-2009 (including, without limitation, Section 8.7 thereof) and A10-31 in full, including, without limitation, section 8.7 thereof. Seller hereby acknowledges and agrees that failure by Seller to provide all Manuals for any digger derrick or aerial device sold at public auction hereunder shall be deemed a breach of Section 16 above for which Auctioneer shall be entitled to indemnification pursuant to Section 17 above.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

SELLER:

(Seller Name) City of South Pasadena

By_____
Name:
Title:

ASSOCIATES:

J.J. Kane Associates, Inc. dba J.J. Kane Auctions

By: _____
Name: Gene Govoreau
Title: Sr. Sales Manager

EXCHANGE:

J.J. Kane Exchange, LLC

By: _____
Name: Gene Govoreau
Title: Sr. Sales Manager

Revised: 01/21/2025

EXHIBIT A

Official Letter of Authorization

Date: _____

To Whom It May Concern:

I, [SIGNER'S NAME], as [POSITION] for [SELLER COMPANY NAME] for a period of ___ years from the date listed above hereby authorizes J.J. Kane Associates, Inc. and J.J. Kane Exchange, LLC (including any of their authorized personnel) to sell any and all vehicles and/or equipment owned by [SELLER COMPANY NAME] which [SELLER COMPANY NAME] chooses to list for sale with J.J. Kane Associates, Inc. or J.J. Kane Exchange, LLC. I further authorize J.J. Kane Associates, Inc. and J.J. Kane Exchange, LLC (including any of their authorized personnel) to complete and fully execute any and all necessary documentation to transfer ownership of such vehicles and comply with all regulatory requirements relating to such sales and transfers.

Sincerely,

Signature: _____

Date: _____

Printed Name: _____

Job Title: _____

Phone Number: _____

Email: _____

Witness 1

Signature: _____

Date: _____

Printed Name: _____

Witness 2

Signature: _____

Date: _____

Printed Name: _____

Proposal for City of South Pasadena, CA



Local Office:
4510 Muth Way
Jurupa Valley, CA 92509
(310) 353-7140

Corporate Office:
33 Inverness Center Parkway
Birmingham, AL 35242
Phone: (856) 764-7163

Point of Contact:

Gene Govoreau, Senior Account Manager
Phone: (310) 613-9501
Email: gene@jjkane.com

Cover Letter

Thank you for the opportunity to share information about JJ Kane's services with the City of South Pasadena.

JJ Kane Auctions conducts online, public, absolute vehicle and equipment auctions across the U.S. We provide the opportunity to buy direct from fleet owners in the utility, construction, government, forestry, rental, and transportation industries. Our large and diverse auction inventory ranges from after-market heavy construction equipment, used cars and trucks, used service trucks, used pickup trucks, after-market bucket trucks, cranes, and digger derricks. We offer a wide variety of services for both buyers and sellers. These include transportation, financing, cleaning, de-identification, and more. We make it easy for you to sell your equipment directly to buyers who need it.

Enclosed in this proposal you will find a detailed layout of our consignment process as well as the unique solutions JJ Kane is able to provide along the way.

The City of South Pasadena can utilize JJ Kane's services at any time using one of our nationally recognized cooperative purchasing contract awards:

- Sourcewell awarded vendor, contract # 111424-JJK
- NCPA/OMNIA Partners awarded vendor, contract # 02-129 under Lead Agency Region 14
- NASPO ValuePoint / State of New Mexico awarded vendor # 0000144443, Master Agreement # 20-00000-22-00051AA
- BuyBoard awarded vendor, contract #708-23, Auction Services

Again, thank you for the opportunity! If there are any questions, please do not hesitate to reach out to me at any time.

Sincerely,

Gene Govoreau
Sr. Account Manager
JJ Kane Auctions
(310) 613-9501
gene@jjkane.com

JJ Kane Auctions / Ken Porter Auctions was established in 1962 and conduct over 100 sales annually from more than 80 locations nationwide. Our sellers include government agencies, electric cooperatives, investor-owned utility companies, utility companies, manufacturers, contractors, lending institutions, rental companies, and more. We specialize in utility, power line, underground and construction equipment, specialty trucks, and fleet vehicles. We have vast experience in remarketing miscellaneous assets and property for the City of South Pasadena.

JJ Kane offers a fully turnkey solution where we handle all aspects of the listing and sale process. We take pride in making our process as simple as possible for our sellers while simultaneously obtaining the highest possible returns on your investments. JJ Kane's auction process typically follows the following format:

Consign: The City of South Pasadena informs their JJ Kane Account Manager, Gene, that surplus items are ready for auction. JJ Kane coordinates transportation of items to the local JJ Kane Auction Site in Jurupa Valley, CA, or the City can drop items off at the Auction Site.

Transport Items: JJ Kane understands many customers do not have space to store vehicles and other large equipment once they have been deemed ready for sale; therefore, we offer the option to move these items to one of our many holding yards. The closest site to the City of South Pasadena is in Jurupa Valley. JJ Kane has an extensive fleet of trucks and trailers to service all your transportation needs:

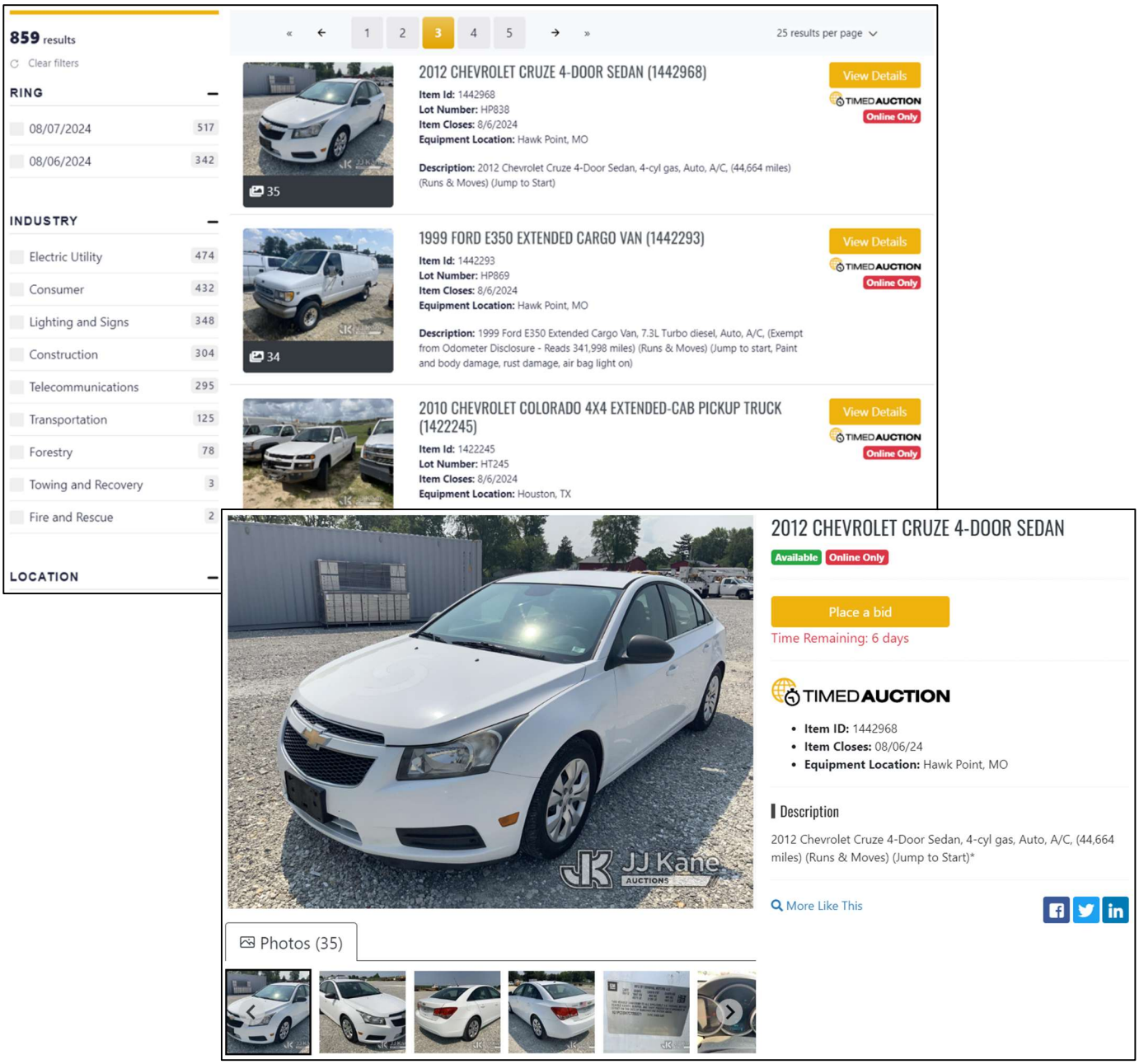
- 5 semi-trucks
- 4 low-beds
- 2 car-carriers
- 2 24-foot stake bed trucks

All JJ Kane locations are available Monday through Friday from 8:00 AM until 4:00 PM. Potential bidders can view items at these locations prior to auction close. This option offers the best features of both in-person and online auctions.

JJ Kane is committed to providing physical site security, with the goal of keeping our customers' equipment safe throughout the auction process and selling in the same condition it was in when received. At the Jurupa Valley Premier Auction Site, we have implemented the following security measures:

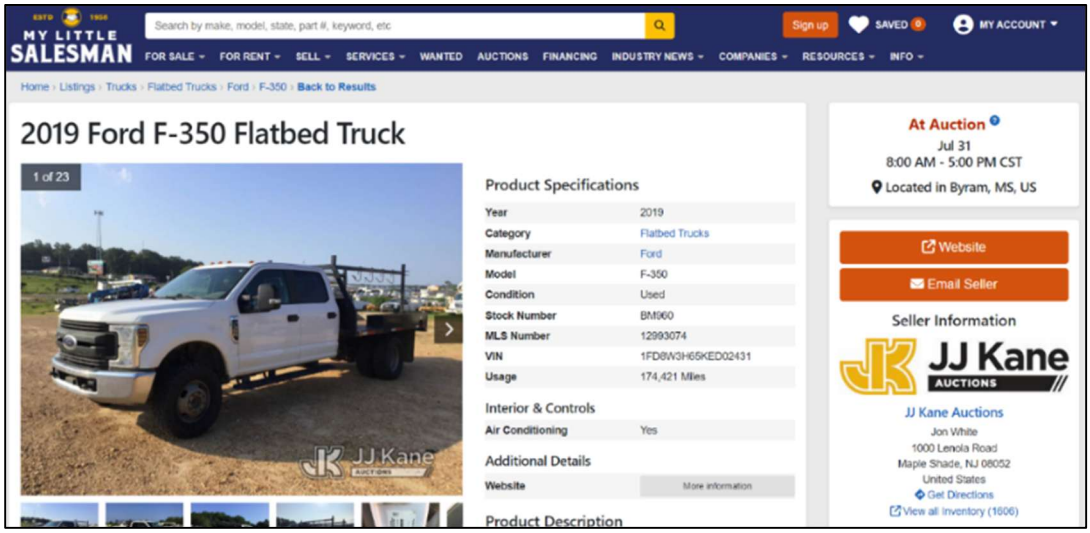
- Well-lit yard
- 24-hour security cameras
- 8' block wall and chain link fence around usable perimeter
- Locked gate access
- Staffed during regular business hours

Strategize: Our team will create a comprehensive consignment strategy that best fits your item(s). JJ Kane's full-service, turnkey online auction approach is our preferred method of cataloging seller's items, and our most used solution. Our nationwide account managers and operations team will handle all aspects of the listing and sale process. We will take photographs and videos, inspect items, and create item descriptions for auction at no additional cost. This service can be done at a JJ Kane Holding yard or at the customer's location. Every item that is listed online for auction has conditions noted and pictures posted (vehicles and equipment have a minimum of 20 pictures each). We take pride in making our process as simple as possible for our sellers while simultaneously obtaining. See below for an example of auction item posting.



Marketing: JJ Kane will market your item(s) to target audiences across the United States and internationally. We will create and execute an advertising and marketing plan for each auction. Facets of advertising include:

- **SEM (Search Engine Marketing) / SEO (Search Engine Optimization** allowing our website content to organically improve search results.
- **Email / MMS (Multimedia Messaging Service)** marketing is strategically employed to connect specific groups of buyers with items relevant to their needs. We communicate with our database of customers through promotional emails.
- **Social Media** (Facebook, LinkedIn, Instagram, and YouTube) is a critical marketing and communication tool. We feature products and auctions in our daily organic social media posts.
  - 359,000+ likes on Facebook (JJ Kane)
  - 11,000+ followers on Instagram (JJ Kane)
  - 2,000+ followers on LinkedIn (JJ Kane)
  - 419,000+ likes on Facebook (Altec)
  - 40,000+ followers on Instagram (Altec)
  - 50,000+ followers on LinkedIn (Altec)
- **Digital advertising** is the core of our marketing campaigns. One of the most important efforts we leverage is listing all auction inventory on our own website as well as wide range of used vehicle and equipment websites such as:
  - Commercial Truck Trader
  - Construction Equipment Guide
  - Equipment Trader Online
  - Machinio
  - My Little Salesman
  - Proxibid
  - Rock & Dirt
  - Feature items on our website home page
  - Feature items in monthly Construction Equipment Guide newsletter

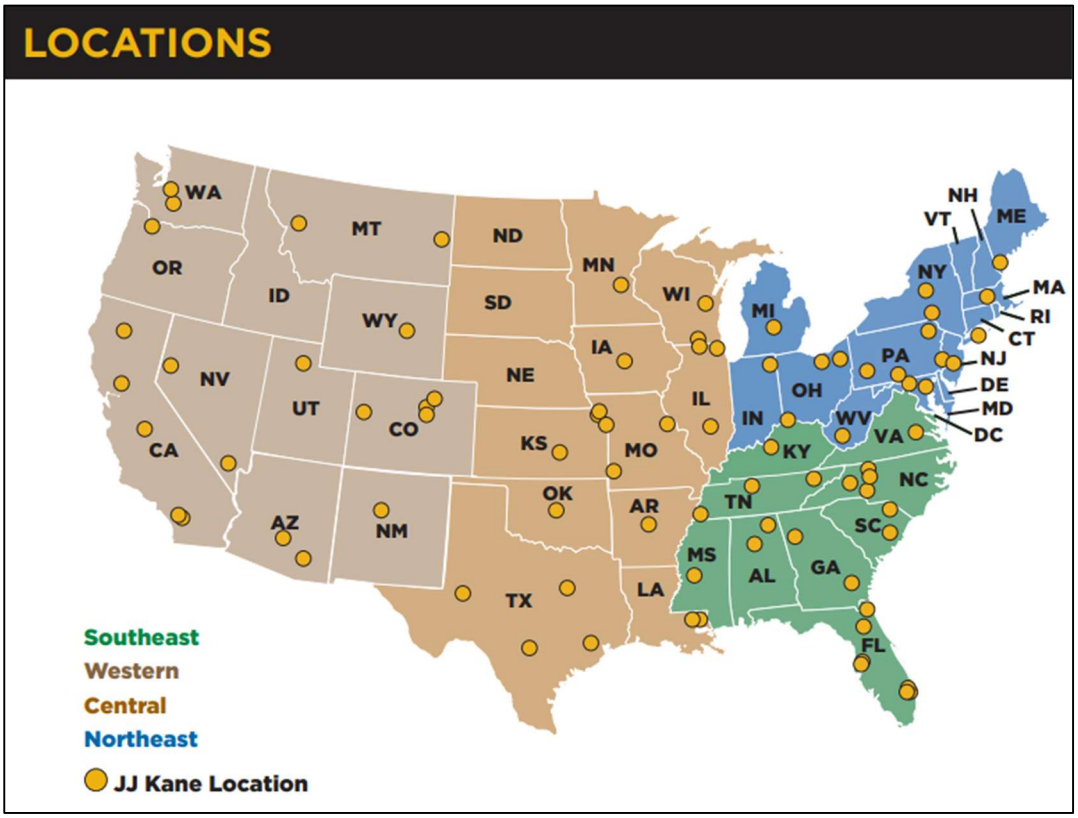


- **Custom Landing Page** to host only your items. This landing page can be shared internally and externally on your website and social media channels for extra promotion of your items. See https://www.jjkane.com/promotions/clark-county-automotive/ for an example.

Auction: Items are viewable up to four weeks before the auction opens, and bidding is open for six days. This allows maximum exposure of all items. Our absolute auctions include "bid extensions" which extends bidding when bids are made in the last 90 seconds. This allows potential bidders to have sufficient time to bid on all desired items and ensures bidding does not end when interested bidders are still placing bids. While auction is open, the City can monitor progress of its items live at https://www.jjkane.com/.

JJ Kane holds at least one auction every week. JJ Kane has an auction schedule that follows a basic pattern of regional-based sales. We would recommend the City of South Pasadena's items be included in the two Jurupa Valley Auctions occurring on the 1st Tuesday and 2nd Thursday of every month. This auction pattern is beneficial to our consignors since it attracts a large amount of auction activity to a specific event, leading to increased bidding and high net returns. Our auction schedule is as follows:

Central Region: 1st Tuesday/Wednesday of the month
Jurupa Valley / California Miscellaneous Items: 1st Tuesday of the month
Northeast Region: 2nd Tuesday/Wednesday of the month
Jurupa Valley / Southern California Auction: 2nd Thursday of the month
Western Region: 3rd Tuesday/Wednesday of the month
Southeast Region: 4th Tuesday/Wednesday of the month
Northern California Auction: 4th Thursday of the month



Sell: Your item sells! JJ Kane coordinates payment from winning bidder(s). Payments from Winning Bidder must be made electronically within 3 business days via credit card / p-card & wire transfers, financing via Altec Capital, or by check. All major credit cards are accepted, up to a $10,000 maximum charge per customer per sale. If applicable, JJ Kane will also remit taxes to the appropriate taxing authorities.

Title Transfers: JJ Kane will work with the City of South Pasadena to obtain all necessary titles for applicable assets prior to said assets being sold. JJ Kane has multiple full-time notaries on staff to facilitate and handle all paperwork regarding the transference of titles on behalf of the City in accordance with applicable law.

Buyer Pick-up: Buyers are required to pay for items before pick-up and must bring a "paid in full" receipt with them when picking up purchases. JJ Kane will coordinate all Buyer pick-ups.

Reporting: After auction, JJ Kane will provide all necessary reports and legal documentation. We will provide seller reports and close-out documents to the City via email; these reports are also available 24/7 through our Customer Portal and do not expire. Typical information provided includes:

- Description of item auctioned, including year, make, model number, conditions, etc.
- Date of Sale
- Sale Price
- Net price due to the City less auctioneers commission dollar amount
- Final payout including all taxes and fees

JJ Kane's exclusive Customer Portal gives you visibility of all assets you have listed. It provides our sellers with a dashboard showing an overview of items, as well as details about how many items are upcoming for sale, historical data of sales, and upcoming auctions that the City is participating in. All historical sales data can be accessed and downloaded into PDF or Excel formats. With JJ Kane's customer portal, detailed data of your items are at your fingertips.

Payment: Within 14 days, JJ Kane will remit to the City of South Pasadena the net proceeds from Auction Items sold at auction, less Auctioneer's applicable commission and any expenses. Payment shall be made by Auctioneer via ACH/electronic transfer or by a check made payable to Seller. Payments may be made to multiple accounts if needed.

Fee Schedule

Please see chart below for details on the Fee Schedule to Buyers and Sellers. JJ Kane offers additional value-added services to customers if desired.

Auction Commission Fee to Seller for Vehicle & Heavy Equipment Items:	5%
Auction Commission Fee to Seller for Palletized & Miscellaneous Items:	15%
Buyer Premium Fee *(Paid by Winning Buyer):*	15%
Online Auction Fee *(Paid by Winning Buyer)*:	2%

Value-Added Services	Total Cost
Pick-up and Loading Equipment	Included in Transportation Costs
Transportation (Under 1 Ton)	$85
Transportation (Over 1 Ton)	$155
Storage Fees	No Charge to Seller
State of CA Safety Inspections	No Charge to Seller
Safety / Service Repairs	Cost of Service + 10% Administrative Fee
Smog Checks	No Charge to Seller
Drive Cycle	$65 – On Approval Only
Decommissioning Services	$65 – On Approval Only
Title Transfer Fees	No Charge to Seller
Exempt Plates: Processing “E” Plates	No Charge to Seller
CARB Administrative Fee	No Charge to Seller
Duplicate Title Fee	Cost of Service + 10% Administrative Fee
KSR Report	$10
No Sale Items	No Charge – Item stored & placed in next auction
Advertising and Marketing	No Charge to Seller

*JJ Kane is happy to offer additional value-added services to the City of South Pasadena. JJ Kane does not submit separate invoices for these services; instead, all fees will be deducted from auction payout to the City.

City Council Agenda Report

ITEM NO. 21

DATE: December 17, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Michael Vartanians, City Engineer

SUBJECT: **CONSIDERATION TO ACCEPT PROJECT COMPLETION, AUTHORIZE FILING OF THE NOTICE OF COMPLETION FOR THE FISCAL YEAR 2024-2025 RESIDENTIAL SLURRY SEAL PROJECT NO. 2020-06 (002006), AND AUTHORIZE RELEASE OF THE RETENTION PAYMENT TO ROY ALLAN SLURRY SEAL, INC. IN THE AMOUNT OF $26,414.97**

Recommendation

It is recommended that the City Council:

1. Accept the Fiscal Year (FY) 2024-2025 Residential Slurry Seal Project No. 2020-06 (002006) (Project) as complete; and
2. Authorize the recordation of the Notice of Completion (NOC) with the Los Angeles County Registrar-Recorder County Clerk; and
3. Authorize release of retention payment to Roy Allan Slurry Seal, Inc. (Contractor) in the amount of $26,414.97.

Executive Summary

This item requests approval to close-out a completed Public Works Project, issue the final payment to the construction vendor, and report the completion to the Los Angeles County Recorder's Office.

Background

The City's Public Works Department is responsible for developing and implementing the City's Capital Improvement Program (CIP), including improvements of the City's street pavement and associated concrete curb and gutter infrastructure. The project close-out process includes filing a Notice of Completion (Attachment 1) and paying withheld/retained amounts due to the contractor upon confirmed completion.

Analysis

On April 16,2025, the City Council authorized the award of a construction services contract in the amount of $558,907.00, with a ten percent (10%) construction contingency of $56,093.00, for a total amount of $615,000.00 to Roy Allan Slurry Seal, Inc. The scope of the project included furnishing all materials, equipment, tools, labor, and incidentals required to complete the improvements shown on the specifications and contract documents, consisting of asphalt concrete removal and replacement, crack sealing, slurry sealing, thermoplastic traffic striping, markings, legends, installation of retroreflective pavement markers, traffic & pedestrian

control, construction surveying and monument restoration, stormwater compliance and all appurtenant work thereto necessary for the proper construction of the slurry seal preventative maintenance improvements.

The Project was completed within the budget and in a timely manner. A five-percent (5%) retention was withheld from the contractor until the project was complete, and this retention may now be released.

Fiscal Impact
The project was completed within the budget. The final project cost, including the 5% retention was $528,299.56. The remaining retention to be paid totals $26,414.97 is included in the FY 2025-26 budget. Payment of the retention will be from accounts 400-9000-9008-9203-233 and 400-9000-9008-9203-236.

400-9000-9008-9203-233 - $13,207.49

400-9000-9008-9203-236 - $13,207.48

Key Performance Indicators and Strategic Plan
This item is related to street infrastructure replacement and rehabilitation prioritized within the Strategic Plan and related to the Key Performance Indicator (KPI) tracking replacement of City street asphalt, sidewalks, curbs, and gutters.

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.

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 - Notice of Completion FY 24-25 Residential Slurry Seal Project No. 2020-06 (002006)

RECORDING REQUESTED BY:

City of South Pasadena

AND WHEN RECORDED MAILTO:

South Pasadena Public Works Dept

1414 Mission Street

South Pasadena, CA 91030

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

A.P.N.: Order No.: Escrow No.:

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.

2. The FULL NAME of the OWNER is **City of South Pasadena**.

3. The FULL ADDRESS of the OWNER is **1414 Mission Street, South Pasadena, CA 91030**..

4. The NATURE OF THE INTEREST or ESTATE of the undersigned is: **Public Works Director (Agent)** _____ in fee.

5. The FULL NAMES and FULL ADDRESSES of ALL PERSONS, if any, WHO HOLD SUCH INTEREST or ESTATE with the undersigned as JOINT TENANTS or as TENANTS IN COMMON are:

NAMES	ADDRESSES
_____	_____
_____	_____
_____	_____

6. The full names and full addresses of the predecessors in interest of the undersigned if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

NAMES	ADDRESSES
_____	_____
_____	_____
_____	_____

7. A work of improvement on the property hereinafter described was COMPLETED _____.

8. The work of improvement completed is described as follows:

The work of improvement consisted of crack sealing, asphalt concrete repairs, slurry sealing, roadway re-striping, installation of new pavement markings and stencils, traffic control, and all incidental work required to complete the FY 24–25 Residential Slurry Seal Project in accordance with the approved plans and specifications.

9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is: **Roy Allan Slurry Seal Inc.**.

10. The street address of said property is **South Pasadena, CA 91030** _____.

11. The property on which said work of improvement was completed is in the City of **South Pasadena**, County of **Los Angeles**, State of California, and is described as follows:

Date: **December 11, 2024**

_____
(Signature of Owner or agent of owner)

Julian Lee, P.E. (Agent of the City of South Pasadena)

Verification for INDIVIDUAL owner _____:
I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest or estate in the property described in the above notice; that I have read said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

_____ _____ _____
Date and Place (Signature of owner named in paragraph 2)

Verification for NON-INDIVIDUAL owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the **Agent** ("PRESIDENT, PARTNER, MANAGER, AGENT, ETC.") of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

December 11, 2025 **South Pasadena** _____
Date and Place (Signature of person signing on behalf of owner)

Julian Lee, P.E. (Agent of the City of South Pasadena)

City Council Agenda Report

ITEM NO. 22

DATE: December 17, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Cathy Billings, Library Director

SUBJECT: **RECEIVE AND FILE THE FISCAL YEAR 2024-2025 LIBRARY SPECIAL TAX ANNUAL REPORT AS REQUIRED BY THE LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY ACT**

Recommendation

It is recommended that the City Council receive and file an annual report on Fiscal Year 2024-2025 Library Special Tax proceeds as required by the State of California Local Agency Special Tax and Bond Accountability Act.

Executive Summary

Senate Bill 165, the Local Agency Special Tax and Bond Accountability Act (the “Act”), requires that an annual report be filed with the governing body for any local special tax or local bond measure that is subject to voter approval. The Act applies to the City of South Pasadena Library Special Tax (the "Tax").

Background

Senate Bill 165, filed with the Secretary of State on September 19, 2000, enacted the Local Agency Special Tax and Bond Accountability Act. This Act requires the following for any local special tax or local bond measure that is subject to voter approval:

1. That the special tax ordinance contain a statement indicating the specific purposes of the tax;
2. That proceeds of the special tax be applied to those purposes;
3. The creation of an account into which the proceeds shall be deposited; and
4. The filing of an annual report with the governing body, to contain specified information concerning the use of the proceeds.

The Act only applies to any local special tax measure or local bond measure adopted on or after January 1, 2001, in accordance with Section 50075.1 or Section 53410 of the California Government Code. The Library's Tax was first adopted in 1994, and subsequently extended by voters in 1999, 2005, 2009, 2015, and 2022.

The first requirement is met by City Ordinance No. 2025, Chapter 2, Article VI of the South Pasadena Municipal Code, which established the Tax and its purpose in 1994. The second and third requirements are met operationally, and the fourth is met by including a receive and file item on the City Council agenda before the end of each calendar year. The item includes a report on the prior fiscal year's Tax proceeds and expenditures.

The attached report for Fiscal Year 2024-2025 complies with Section 50075.3 of the California Government Code that states:

“The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The annual report shall contain all of the following:

1. The amount of funds collected and expended.
2. The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1.”

Analysis
Section 2.89-4 of the City of South Pasadena Municipal Code states that Library Special Tax revenue may only be used for the maintenance and operation of the Library. The City's Fiscal Year 2024-2025 Adopted Budget allocated $2,140,978.00 for the maintenance and operation of the Library. Library Special Tax proceeds equaled $418,285.26 in Fiscal Year 2024-2025, accounting for 19.54% of the Library's budget for maintenance and operations. All Tax revenue collected in Fiscal Year 2024-2025 was expended in the same fiscal year and applied to the purposes defined in Section 2.89-4 of the City of South Pasadena Municipal Code.

Fiscal Impact
This staff report fulfills a State of California annual reporting requirement related to the Library Special Tax. The report is prepared by the same firm that prepares the Library Special Tax roll for the City. The receipt and filing of this report by the City Council will have no fiscal impact.

Key Performance Indicators and Strategic Plan
This annual report is not related to any KPI and/or strategic plan priority.

Commission Review and Recommendation
This item was not reviewed by the Library Board of Trustees.

Attachment:
Attachment No. 1 - Fiscal Year 2024-2025 Library Special Tax Report

Fiscal Year 2024-2025 Library Special Tax Report

Prepared by:
NBS Government Finance Group
December 4, 2025

This report intends to meet the requirements of the State of California Local Agency Special Tax and Bond Accountability Act and to comply with Section 50075.3 of the California Government Code, applicable to the Funds for the following:

City of South Pasadena
Library Special Tax

Purpose of Special Tax

The City of South Pasadena Library Special Tax was established to provide funds to the City of South Pasadena to finance the maintenance and operation costs of the South Pasadena Public Library.

The Service Projects funded by the Special Tax are ongoing on an annual basis.

Collections & Expenditures

Special Tax Measure	Total Special Tax Collected (1)	Total Special Tax Expended (2)
Library Special Tax (3)	$418,285.26	$418,285.26

(1) Amount collected during Fiscal Year 2024-25, including interest earned and transfers between funds.
(2) The Total Special Tax Expended is representative of a portion of the total amount expended from the General Fund with respect to the Library Special Tax in Fiscal Year 2024-25. The total amount expended in Fiscal Year 2024-25 was $2,106,045.
(3) The amounts collected and expended reported above are unaudited. If substantial changes are present in the Fiscal Year 2024-25 audit they will be reported to the governing body.

City Council Agenda Report

ITEM NO. 23

DATE: December 17, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Michael Vartanians, City Engineer

SUBJECT: **CONSIDERATION TO APPROVE AMENDMENT NO. 1 TO THE MEASURE M FUNDING AGREEMENT BETWEEN THE CITY OF SOUTH PASADENA AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR THE HUNTINGTON DRIVE AND FREMONT AVENUE CORRIDOR IMPROVEMENTS PROJECT**

Recommendation

It is recommended that the City Council approve Amendment No. 1 to the Measure M Funding Agreement between the City of South Pasadena and the Los Angeles County Metropolitan Transportation Authority for the Huntington Drive and Fremont Avenue Corridor Improvements Project and authorize the City Manager to execute any subsequent amendments that may be necessary regarding the same.

Executive Summary

Amendment No. 1 to the Measure M Funding Agreement for the Huntington Drive and Fremont Avenue Corridor Improvements Project adjusts the fund lapse date by adding 3 years and updates Attachments A, B and C to meet the current Project schedule.

Background

The City's Public Works Department is responsible for developing and implementing the City's Capital Improvement Program (CIP), including improvements of the city's street, water and sewer infrastructure. City Council recently received a presentation from the Public Works Department outlining the Fiscal Year (FY) 2025-2026 CIP budget.

Two Los Angeles Metro grants were awarded to the City in 2021 and 2022 for both Fremont Avenue and Huntington Drive. The first grant in the amount of $6 million is from the Measure M Active Transportation Program (MAT), which was approved on September 1, 2022, and the second is a $10 million grant from a reallocation of Interstate 710 funds through the Measure R program for local Mobility Improvement Projects (MIP), which was approved on August 12, 2021. In addition to the Los Angeles Metro grants, $323,000 in Local Alternative Transportation Improvement Program (LATIP) funds were adopted by the California Transportation Commission on June 26-27, 2025.

The Measure M Funding Agreement (Attachment No. 2), which was effective as of September 1, 2021, programmed a total $6,056,160 for the Project Approval and Environmental Document (PA&ED), Plans, Specifications and Estimate (PS&E), and Construction of the

Project. The funding was programmed over three years, as follows: $912,600 in FY 2021-22, $4,977,660 in FY 2022-23, and $165,900 in FY 2023-24.

The funding for the Project did not include an early planning phase, however, and in order to seek conceptual public input for this Project, on July 18, 2023, City Council approved a task order with Toole Design Group to conduct a comprehensive community transportation planning charrette design process in the amount of four hundred and thirty thousand, and four hundred seventy-three dollars ($430,473). As part of this task order, Toole Design Group completed four key tasks:

1. Preparation, research, and logistics
2. A multi-step charrette process starting with discovery and a site visit
3. The first and second design charrettes consisting of two 4-day sessions during the Fall of 2023, and,
4. Documentation session and deliverable focusing on recommendations for the three major corridors: Fremont Avenue, Huntington Drive, and Fair Oaks Avenue.

On October 17, 2023, the City's Mobility and Transportation Infrastructure Commission (MTIC) held a public meeting presenting the preliminary findings of the Toole Report, a summary and the background of the charrettes and initial public and stakeholder feedback.

On July 25, 2024, the LA Metro Board approved reprogramming of the Measure M funds previously approved.

On October 1, 2025, City Council approved the selection of Kimley-Horn to provide engineering design services related to the Project.

In order to extend the lapsing date for the Measure M funds, City staff worked with LA Metro to provide an up-to-date project schedule, which resulted in the preparation of Amendment No. 1, which is before City Council today for consideration. The changes in the lapsing dates for the funds are as follows:

Funding Amount	Original Funding Agreement	Original Lapsing Date	Amendment No. 1	Amendment No. 1 Lapsing Date
$912,600	FY 21-22	06-30-24	FY 24-25	06-30-27
$4,977,660	FY 22-23	06-30-25	FY 25-26	06-30-28
$165,900	FY 23-24	06-30-26	FY 26-27	06-30-29

Analysis
Amendment No. 1 to the Funding Agreement (Attachment No. 1) reflects the current Project scope and schedule, as such, it also updates the fund lapse dates allowing for the Project to continue to move forward. Staff recommends approval of Amendment No. 1 to the Measure M Funding Agreement.

Fiscal Impact
Project # 400-9000-9010-8102-234 has sufficient available budget for FY 2025-2026. No new funding is being requested.

Key Performance Indicators and Strategic Plan
This item is related to street improvement goals in the City Council's 2025 compilation of priorities.

Commission Review and Recommendation
The Project has been discussed at multiple meetings of the former Mobility and Transportation Infrastructure Commission, the former Public Works Commission and at the Public Works Infrastructure Commission.

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

Environmental Analysis
The proposed action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines, Section 21065 as it does not cause a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Further CEQA analysis for the Project is being completed as part of the Kimley-Horn scope of work.

Attachment:
Attachment No. 1 - Amendment No. 1 Funding Agreement
Attachment No. 2 - Original Funding Agreement

AMENDMENT No. 1 TO MEASURE M FUNDING AGREEMENT BETWEEN CITY OF SOUTH PASADENA AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 1 to the Funding Agreement (this "Amendment"), is dated as of September 1, 2025 by and between the City of South Pasadena ("GRANTEE") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. GRANTEE and LACMTA entered into that certain Funding Agreement No. 9200000000MATC1105, dated September 1, 2021, (the "Existing FA"), which Existing FA provides for the Huntington-Main/Fremont Corridor Project, (the "Project"); and

B. WHEREAS, the LACMTA Board on July 25, 2024 approved reprogramming of the Measure M Funds previously approved; and

C. WHEREAS, the Funds are currently programmed as follows: $912,600 in Measure M Funds in Fiscal Years (FY) 2024-25, $4,977,660 in FY 2025-26, and $165,900 in FY 2026-27. The total designated for Project Approval/Environmental Document (PAED); Plans, Specifications, and Estimates (PS&E); and Construction of the Huntington-Main/Fremont Corridor Project is $6,056,160; and

D. WHEREAS, the parties desire to delete Attachment D-1 – Monthly Progress Report and all references thereto; and

E. WHEREAS, LACMTA and GRANTEE mutually agreed to include GRANTEE funding of $262,682 to accommodate an overall increase in total project costs; and

F. GRANTEE and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part I, Paragraph 2.2 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "To the extent the Measure M funds are available, LACMTA shall make to GRANTEE a grant of the Measure M funds in the amount of $6,056,160 (the "Funds") for the Project. LACMTA Board of Directors' actions on January 28, 2021 granted the Measure M Funds for the Project. LACMTA Board of Directors' action on July 25, 2024 reprogrammed the Measure M Funds for the Project. The Funds are currently programmed over three (3) Fiscal Years: $912,600 in FY 2024-25; $4,977,660 in FY 2025-26; and $165,900 in FY 2026-27."

2. Part I, Paragraph 13 of the Existing FA is hereby amended to change GRANTEE's project manager to Bassam AL-Beitawi, phone (626) 403-7354, email balbeitawi@southpasadenaca.gov.

3. Part II, Section 9.1 (vi) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "(vi) Expending the Funds granted under this FA for allowable costs by the lapsing date. All Funds programmed for FY 2024-25 are subject to lapse by June 30, 2027. All Funds programmed for FY 2025-26 are subject to lapse by June 30, 2028. All Funds programmed for FY 2026-27 are subject to lapse by June 30, 2029."

4. Attachment A of the Existing FA is hereby replaced by Attachment A-1, attached.

5. Attachment B of the Existing FA is hereby replaced by Attachment B-1, attached.

6. Attachment C of the Existing FA is hereby replaced by Attachment C-1, attached.

7. The parties have agreed that the Monthly Progress Report is no longer required and therefore, Attachment D-1 and all references thereto are hereby deleted.

8. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

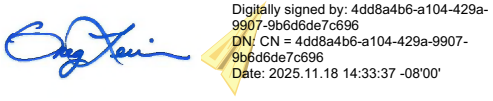
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____

Stephanie Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel



By: _____ Date: _____

Deputy

GRANTEE:

CITY OF SOUTH PASADENA

By: _____ Date: _____

Todd Hileman
City Manager

APPROVED AS TO FORM:

By: _____ Date: _____

Roxanne Diaz
City Attorney

ATTACHMENT A-1 - PROJECT FUNDING

Measure M MAT - Active Transportation Corridors Program - Funding Agreement Project - FA#: 9200000000MATC1105

Project Title: **HUNTINGTON-MAIN/FREMONT CORRIDOR PROJECT** Project ID#: C1105

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	FY2023-24	FY2024-25	FY2025-26	FY2026-27	FY2027-28	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING							
MEASURE M MAT FUNDS		$ 912,600	$ 4,977,660	$ 165,900		$ 6,056,160	
SUM PROG LACMTA FUNDS	$ -	$ 912,600	$ 4,977,660	$ 165,900	$ -	$ 6,056,160	96%
OTHER NON LACMTA FUNDING:							
LOCAL: Measure R Return	$ 146,690					$ 146,690	2%
LOCAL: Measure M Return	$ 88,014	$ 27,978				$ 115,992	2%
STATE:						$ -	0%
FEDERAL:						$ -	0%
PRIVATE OR OTHER:						$ -	0%
SUM NON-LACMTA FUNDS	$ 234,704	$ 27,978	$ -	$ -	$ -	$ 262,682	4%
TOTAL PROJECT FUNDS	$ 234,704	$ 940,578	$ 4,977,660	$ 165,900	$ -	$ 6,318,842	100%

ATTACHMENT B-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MAT - Active Transportation Corridors Program - Funding Agreement Project - FA#: 9200000000MATC1105
Project Title: HUNTINGTON-MAIN/FREMONT CORRIDOR PROJECT Project ID#: C1105

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2022-23 Qtr 1	FY 2022-23 Qtr 2	FY 2022-23 Qtr 3	FY 2022-23 Qtr 4	FY 2023-24 Qtr 1	FY 2023-24 Qtr 2	FY 2023-24 Qtr 3	FY 2023-24 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MAT FUNDS:									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total MEASURE M	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
SUM PROG LACMTA FUNDS:	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
OTHER NON LACMTA FUNDING:									
LOCAL: Measure M&R Local Return									
Early Planning								$234,704	$234,704
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total LOCAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$234,704**	**$234,704**
STATE: [INSERT SOURCE]									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total STATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
FEDERAL: [INSERT SOURCE]									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total FEDERAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PRIVATE: [INSERT SOURCE]									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total PRIVATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
SUM NON-LACMTA FUNDS :	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$234,704**	**$234,704**
PROJECT FUNDING FY2022-23 and FY2023-24	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$234,704**	**$234,704**

ATTACHMENT B-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MAT - Active Transportation Corridors Program - Funding Agreement Project - FA#: 9200000000MATC1105
Project Title: HUNTINGTON-MAIN/FREMONT CORRIDOR PROJECT Project ID#: C1105

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2024-25 Qtr 1	FY 2024-25 Qtr 2	FY 2024-25 Qtr 3	FY 2024-25 Qtr 4	FY 2025-26 Qtr 1	FY 2025-26 Qtr 2	FY 2025-26 Qtr 3	FY 2025-26 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MAT FUNDS:									
Early Planning									$0
Environmental/Planning						$96,000	$96,920		$192,920
Design and PS&E							$30,000	$397,000	$427,000
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total MEASURE M	**$0**	**$0**	**$0**	**$0**	**$0**	**$96,000**	**$126,920**	**$397,000**	**$619,920**
SUM PROG LACMTA FUNDS:	**$0**	**$0**	**$0**	**$0**	**$0**	**$96,000**	**$126,920**	**$397,000**	**$619,920**
OTHER NON LACMTA FUNDING:									
LOCAL: Measure M&R Local Return									
Early Planning	$14,271	$10,510		$3,197					$27,978
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total LOCAL	**$14,271**	**$10,510**	**$0**	**$3,197**	**$0**	**$0**	**$0**	**$0**	**$27,978**
STATE: [INSERT SOURCE]									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total STATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
FEDERAL: [INSERT SOURCE]									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total FEDERAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PRIVATE: [INSERT SOURCE]									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total PRIVATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
SUM NON-LACMTA FUNDS :	**$14,271**	**$10,510**	**$0**	**$3,197**	**$0**	**$0**	**$0**	**$0**	**$27,978**
PROJECT FUNDING FY2024-25 and FY2025-26	**$14,271**	**$10,510**	**$0**	**$3,197**	**$0**	**$96,000**	**$126,920**	**$397,000**	**$647,898**

ATTACHMENT B-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MAT - Active Transportation Corridors Program - Funding Agreement Project - FA#: 9200000000MATC1105
Project Title: HUNTINGTON-MAIN/FREMONT CORRIDOR PROJECT Project ID#: C1105

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2026-27 Qtr 1	FY 2026-27 Qtr 2	FY 2026-27 Qtr 3	FY 2026-27 Qtr 4	FY 2027-28 Qtr 1	FY 2027-28 Qtr 2	FY 2027-28 Qtr 3	FY 2027-28 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MAT FUNDS:									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E	$397,240								$397,240
Right-of-Way Acquisition									$0
Construction	$5,000	$700,000	$700,000	$700,000	$700,000	$700,000	$700,000	$668,100	$4,873,100
Vehicle Purchase									$0
Others									$0
Total MEASURE M	**$402,240**	**$700,000**	**$700,000**	**$700,000**	**$700,000**	**$700,000**	**$700,000**	**$668,100**	**$5,270,340**
SUM PROG LACMTA FUNDS:	**$402,240**	**$700,000**	**$700,000**	**$700,000**	**$700,000**	**$700,000**	**$700,000**	**$668,100**	**$5,270,340**
OTHER NON LACMTA FUNDING:									
LOCAL: Measure M&R Local Return									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total LOCAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
STATE: [INSERT SOURCE]									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total STATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
FEDERAL: [INSERT SOURCE]									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total FEDERAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PRIVATE: [INSERT SOURCE]									$0
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total PRIVATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
SUM NON-LACMTA FUNDS :	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PROJECT FUNDING FY2026-27 and FY2027-28	**$402,240**	**$700,000**	**$700,000**	**$700,000**	**$700,000**	**$700,000**	**$700,000**	**$668,100**	**$5,270,340**

ATTACHMENT B-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MAT - Active Transportation Corridors Program - Funding Agreement Project - FA#: 9200000000MATC1105
Project Title: HUNTINGTON-MAIN/FREMONT CORRIDOR PROJECT Project ID#: C1105

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2028-29 Qtr 1	FY 2028-29 Qtr 2	FY 2028-29 Qtr 3	FY 2028-29 Qtr 4	FY 2029-30 Qtr 1	FY 2029-30 Qtr 2	FY 2029-30 Qtr 3	FY 2029-30 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MAT FUNDS:									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction	$82,950	$82,950							$165,900
Vehicle Purchase									$0
Others									$0
Total MEASURE M	**$82,950**	**$82,950**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$165,900**
SUM PROG LACMTA FUNDS:	**$82,950**	**$82,950**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$165,900**
OTHER NON LACMTA FUNDING:									
LOCAL: Measure M&R Local Return									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total LOCAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
STATE: [INSERT SOURCE]									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total STATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
FEDERAL: [INSERT SOURCE]									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total FEDERAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PRIVATE: [INSERT SOURCE]									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total PRIVATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
SUM NON-LACMTA FUNDS :	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PROJECT FUNDING FY2028-29 and FY2029-30	**$82,950**	**$82,950**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$165,900**
TOTAL LACMTA FUNDS	**$485,190**	**$782,950**	**$700,000**	**$700,000**	**$700,000**	**$796,000**	**$826,920**	**$1,065,100**	**$6,056,160**
TOTAL NON-LACMTA FUNDS	**$14,271**	**$10,510**	**$0**	**$3,197**	**$0**	**$0**	**$0**	**$234,704**	**$262,682**
TOTAL PROJECT FUNDING	**$499,461**	**$793,460**	**$700,000**	**$703,197**	**$700,000**	**$796,000**	**$826,920**	**$1,299,804**	**$6,318,842**

ATTACHMENT C-1
SCOPE OF WORK
CAPITAL PROJECT

PROJECT NAME: HUNTINGTON-MAIN/FREMONT PROJECT

PROJECT LOCATION/LIMITS/AREA:

- Huntington Drive between Alhambra Road and Garfield Avenue (1.5 miles)
- Fremont Avenue between Alhambra Road and Columbia Street (1.8 miles)

PROJECT DESCRIPTION INCLUDING METRO ACTIVE TRANSPORT PROGRAM AND PROJECT NEXUS:

The proposed project will improve overall circulation for vehicle, pedestrian, bus, and bicycle traffic along two major high-volume corridors within the City. It will focus efforts on a broad range of individuals, thereby impacting the most diverse array of user groups to improve overall equity, safety, and mobility in the City's transportation solutions. The proposed project seeks to upgrade both corridors to better serve the community.

The proposed improvements along Huntington Drive include bike facilities, curb ramp improvements for safer pedestrian crossings, high visibility crosswalks that include flashing beacons, and modification of median to install bike facilities and provide refuge island areas for safer crossings. It will also add street fixtures like bus benches, trash receptables, and bus shelters.

The proposed improvements on Fremont Avenue include bike routes, curb ramp improvements, high visibility crosswalks, bike boxes, bike detection systems, and curb extension. Also, advanced warning signage for smooth transition, median island installations at certain intersections to facilitate pedestrian crossings and/or refuge areas, enhanced pedestrian crossing features that include flashing beacons, and street fixtures like bus benches, trash receptables, and bus shelters.

The Measure R grant will focus on improving the infrastructure for vehicular travel by focusing on geometric changes to different intersections. The MAT grant will focus on improving the infrastructure for pedestrian and bike travel. The interactive pedestrian modification will allow pedestrians and bicyclists to cross the intersection safely. The current signals do not support bike and pedestrian technology. The new technology will extend crossing time for pedestrians and bicyclists in case of a scenario in which a pedestrian is detected to need more time to cross.

The most problematic signals in the Huntington Drive and Fremont Avenue corridors are located in the City of South Pasadena. Both grants will help make these corridors safer and it will be cost efficient to combine into one project and contractor. The project will promote safety and active transportation for multiple communities that use these corridors.

The proposed improvements for both corridors will be finalized during the concept design and final design development phases of the project.

PROJECT FUNDING:

PHASE	LACMTA MEASURE M FUNDS	LOCAL AGENCY (IF ANY)	TOTAL
Planning	$0	$262,682	$262,682.00
PA/ED	$192,920.00	$0	$192,920.00
PS&E	$824,240.00	$0	$824,240.00
Construction Support	$458,091.00	$0	$458,091.00
Construction Capital*	$4,580,909.00	$0	$4,580,909.00
TOTAL BUDGET COST	**$6,056,160.00**	**$262,682.00**	**$6,318,842.00**

**Construction estimate will be about 6 years old when construction begins and will need to be updated once design is complete.*

ESTIMATED PROJECT COSTS:

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
Mobilization	1	LS	$343,240.00	$343,240.00
Water Pollution Control	1	LS	$17,160.00	$17,160.00
As-Built Drawings	1	LS	$6,860.00	$6,860.00
Lead Compliance Plan	1	LS	$5,150.00	$5,150.00
Temporary Traffic Control	1	LS	$171,620.00	$171,620.00
Clearing and Grubbing	1	LS	$171,620.00	$171,620.00
Huntington Miscellaneous Shade Producing Landscaping at Metro Bus Stops	1	LS	$12,000.00	$12,000.00
Fremont Miscellaneous Asphalt Pavement	1	LS	$3,600.00	$3,600.00
Huntington Miscellaneous Asphalt Pavement	1	LS	$4,400.00	$4,400.00
Fremont Microsurfacing (Type II)	49,700	SY	$4.25	$211,225.00
Huntington Microsurfacing (Type II)	59,712	SY	$4.25	$253,775.00
Fremont New Curb Ramps & Curb Modifications (All Work to Be Completed in Place)	1	LS	$339,000.00	$339,000.00
Huntington New Curb Ramps & Curb Modifications (All Work to Be Completed in Place)	1	LS	$431,000.00	$431,000.00

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
Fremont Asphalt Concrete Sidewalk, Curb & Gutter	2,250	LF	$100.00	$225,000.00
Fremont Concrete Median Islands Modifications	1	LS	$58,000.00	$58,000.00
Huntington Concrete Median Islands Modifications	1	LS	$72,000.00	$72,000.00
Fremont Metro Bus Improvements	1	LS	$36,800.00	$36,800.00
Huntington Metro Bus Improvements	1	LS	$98,000.00	$98,000.00
Fremont Striping (Thermoplastic)	1	LS	$197,500.00	$197,500.00
Huntington Striping (Thermoplastic)	1	LS	$237,200.00	$237,200.00
Fremont Reset Existing & Install New Roadside Signs	1	LS	$54,000.00	$54,000.00
Huntington Reset Existing & Install New Roadside Signs	1	LS	$64,500.00	$64,500.00
Modify Signal & Lighting System (Huntington Dr. Corridor)	1	LS	$227,000.00	$227,000.00
Modify Signal & Lighting System (Fremont Corridor)	1	LS	$273,000.00	$273,000.00
Fremont Intersection, Peds, & Bikes Improvements	1	LS	$288,400.00	$288,400.00
Huntington Intersection, Peds, & Bikes Improvements	1	LS	$365,800.00	$365,800.00
			Sub-Total*	$4,167,850.00
			Contingency (approximately 10%)	$413,059.00
			Total Construction Costs*	**$4,580,909.00**
			Construction Engineering Support (10%)	$458,091.00
			Planning	$262,682.00
			PA/ED	$192,920.00
			Design Engineering –PS&E	$824,240.00
			GRAND TOTAL	**$6,318,842.00**

PROJECT DETAILED SCHEDULE:

MILESTONES	START DATE	END DATE
PLANNING		
Prepare Concept Report	November 2022	January 2023
Prepare Feasibility Study	November 2022	January 2023
Prepare Project Study Report	November 2022	October 2024
Feasibility Study	November 2022	October 2024
Concept Exploration	November 2022	June 2025
DESIGN SOLICITATION (BID/PROPOSAL)		
Develop Solicitation Package	April 2024	July 2025
Solicitation Response	Jul 2025	August 2025
Evaluations	August 2025	September 2025

MILESTONES	START DATE	END DATE
Selection	September 2025	September 2025
Board Approval	September 2025	September 2025
Contract Award	September 2025	October 2025
Fully Executed Contract	October 2025	October 2025
PRELIMINARY DESIGN		
Prepare technical warrant studies	October 2025	March 2026
Prepare Preliminary Design Plans	October 2025	March 2026
Prepare Preliminary Project Cost Estimate	October 2025	March 2026
Intelligent Transportation System (ITS)		
Concept of Operations	November 2025	March 2026
System Requirements	November 2025	March 2026
Preliminary ITS Design	November 2025	March 2026
PA&ED		
Prepare Environmental Document Document Type: Categorical Exemption	October 2025	March 2026
Scoping	October 2025	November 2025
Technical Studies	October 2025	November 2025
Draft Environmental Document	October 2025	November 2025
Community Outreach	November 2025	December 2025
Final Environmental Document	December 2025	January 2026
Secure Project Approval	January 2026	February 2026
Intelligent Transportation System (ITS)		
Categorical Exemption Filing	February 2026	March 2026
PS&E		
Preliminary Investigations	March 2026	April 2026
Geometric Drawings	March 2026	May 2026
Traffic Signal Design, Signing, and Striping	March 2026	May 2026
ITS Design	March 2026	May 2026
Utilities	March 2026	June 2026
Right-of-Way	March 2026	June 2026
Estimating	March 2026	May 2026
Civil Design	March 2026	August 2026
Final PS&E	August 2026	September 2026

CONSTRUCTION:

MILESTONES	START DATE	END DATE
SOLICITATION (BID/PROPOSAL)		
Develop Solicitation Package	August 2026	September 2026
Solicitation Response	September 2026	October 2026
Evaluations	October 2026	November 2026
Selection	November 2026	December 2026
Board Approval Process	January 2027	February 2027
Contract Award	February 2027	March 2027
Fully Executed Contract	February 2027	March 2027
EXCAVATION		
Clear/Grub	April 2027	June 2027
Survey	April 2027	May 2027
Sample Borings	April 2027	June 2027
Grading	April 2027	June 2027
Compaction	April 2027	June 2027
Drainage	April 2027	June 2027
ENVIRONMENTAL		
Hazardous Materials Handling	April 2027	October 2027
Archaeological	April 2027	October 2027
Air Quality Monitoring	April 2027	October 2027
CONCRETE		
Form Work	November 2027	February 2028
Rebar Placement	November 2027	February 2028
Pole Placement	November 2027	February 2028
TRAFFIC CONTROL		
TMP	March 2028	June 2028
STRUCTURAL		
Pole Placement	March 2028	June 2028
UTILITIES		
DWP	April 2027	June 2028
SCE	April 2027	June 2028
MATERIALS		
Long-Lead Equipment	April 2027	January 2028
Staging	April 2027	June 2028
Material Lay Down Area	April 2027	June 2028
Signage	April 2027	June 2028

MILESTONES	START DATE	END DATE
ELECTRICAL		
Power U/G Communication	April 2027	June 2028
A/G Testing/Acceptance	April 2027	June 2028
LANDSCAPE		
Clearing	April 2027	June 2028
Planting	February 2028	June 2028
Plant Establishment	February 2028	December 2028
Irrigation	February 2028	June 2028
Testing	February 2028	June 2028
CHANGE ORDERS		
P.O. Processing Time	April 2027	June 2028
Claims	June 2027	December 2028

PROJECT MAP:

FREMONT AVENUE AREA MAP



LEGEND

- HUNTINGTON DR BIKE FACILITIES
- FREMONT AVE BIKE FACILITIES
- IMPACTED SIDE STREETS
- METRO LIGHT RAIL
- ROUTE 110
- SCHOOLS
- RAMPS IMPROVEMENTS
- BUS PLATFORM
- BUS PLATFORM W/ NEW BENCH AND TRASH RECEPTACLES
- EXISTING SIGNAL
- UPGRADED SIGNAL
- MEDIAN PEDESTRIAN IMPROVEMENTS (X = LEG)

NOTES

ADDITIONAL CORRIDOR IMPROVEMENTS INCLUDE HIGH VISIBILITY CROSSWALKS, RECTANGULAR RAPID FLASHING BEACON (RRFB), HAWK HYBRID BEACON AND VEHICLE SPEED FEEDBACK SIGNS

CITY OF SOUTH PASADENA

HUNTINGTON DRIVE AREA MAP



LEGEND

- HUNTINGTON DR BIKE FACILITIES
- FREMONT AVE BIKE FACILITIES
- IMPACTED SIDE STREETS
- METRO LIGHT RAIL
- ROUTE 110
- SCHOOLS
- RAMPS IMPROVEMENTS
- BUS PLATFORM
- BUS PLATFORM W/ NEW BENCH AND TRASH RECEPTACLES
- EXISTING SIGNAL
- UPGRADED SIGNAL
- MEDIAN PEDESTRIAN IMPROVEMENTS (X = LEG)

NOTES

ADDITIONAL CORRIDOR IMPROVEMENTS INCLUDE HIGH VISIBILITY CROSSWALKS, RECTANGULAR RAPID FLASHING BEACON (RRFB), HAWK HYBRID BEACON AND VEHICLE SPEED FEEDBACK SIGNS

CITY OF SOUTH PASADENA

MEASURE M FUNDING AGREEMENT
METRO ACTIVE TRANSPORT (MAT) PROGRAM

This Funding Agreement ("FA") is made and entered into effect as of September 1, 2021 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of South Pasadena ("GRANTEE") for Huntington-Main/Fremont Corridor Project, LACMTA Project ID# C1105 (the "Project"). This Project is eligible for funding under Line 47 of the Measure M Expenditure Plan.

RECITALS:

WHEREAS, LACMTA adopted Ordinance #16-01, the Los Angeles County Traffic Improvement Plan, on June 23, 2016 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 8, 2016 as "Measure M" and became effective on July 1, 2017.

WHEREAS, the funding set forth herein is intended to fund Project Approval/Environmental Document (PAED); Plans, Specifications and Estimates (PS&E); and Construction of the Project.

WHEREAS, the LACMTA Board, at its January 28, 2021 meeting, programmed $6,056,160, in Measure M Funds to GRANTEE for PAED, PS&E, and Construction, subject to the terms and conditions contained in this FA; and

WHEREAS, the Funds are currently programmed as follows: $912,600 in Measure M Funds in Fiscal Years (FY) 2021-22; $4,977,660 in FY 2022-23; and $165,900 in FY 2023-24. The total designated for PAED, PS&E, and Construction of the Huntington-Main/Fremont Corridor Project is $6,056,160.

NOW, THEREFORE, LACMTA and GRANTEE (hereinafter referred to as "PARTIES") hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Expenditure Plan- Cost & Cash Flow Budget
5. Attachment C – Scope of Work
6. Attachment D – Project Reporting and Expenditure Guidelines
7. Attachment D-1 – Quarterly Progress Report
8. Attachment D-2 – Quarterly Expenditure Report
9. Attachment E – Bond Requirements
10. Attachment F – Complete Streets Self Certification Form
11. Attachment G – Special Grant Conditions – Closeout Reporting Policy Form
12. Any other attachments or documents referenced in the above documents

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In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

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IN WITNESS WHEREOF, the PARTIES have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: 9/1/2022
for Stephanie N. Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By: _____ Date: 10/8/2021
Deputy

GRANTEE:

City of South Pasadena

By: DocuSigned by: Armine Chaparyan B6F60358A0F24D7... Date: 8/16/2022
Arminé Chaparyan
City Manager

APPROVED AS TO FORM:

By: DocuSigned by: Andrew Jared 0E08AF20902B454... Date: 8/16/2022
Andrew L. Jared
City Attorney

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PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): Huntington-Main/Fremont Corridor Project – Project Approval/Environmental Document (PAED); Plans, Specifications and Estimates (PS&E); and Construction of the Project. LACMTA Project ID# C1105.

2. Grant Funds:

   2.1 Programmed Funds for this Project consist of Measure M Funds.

   2.2 To the extent the Measure M Funds are available; LACMTA shall make to GRANTEE a grant of the Measure M funds in the amount of $6,056,160 (the "Fund") for the Project. LACMTA Board of Directors' action of January 28, 2021 granted the Measure M Funds for the Project. The Funds are programmed over three years for Fiscal Years (FY) 2021-22, FY 2022-23, and FY 2023-24.

3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Quarterly Progress Report and/or the Quarterly Expenditure Report. GRANTEE Funding Commitment, if applicable, must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retention pending an audit of expenditures and completion of scope of work.

4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.

5. **Attachment B** is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Senior Executive Officer managing the Measure M Metro Active Transport Program in writing. If the LACMTA's Senior Executive Officer managing the Measure M Metro Active Transport Program concurs with such updated Expenditure Plan in writing, Attachment B shall be replaced with the new Attachment B setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B as revised from time to time. Any change to the final milestone date must be made by a fully executed amendment to this FA.

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6. **Attachment C** is the "Scope of Work". The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits, if the Project is a capital project. No later than December 31 of each year, GRANTEE shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the PARTIES shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with the schedule and scope identified in this FA unless otherwise agreed to by the PARTIES in writing in an amendment to this FA. If GRANTEE fails to meet milestones or fails to deliver the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but GRANTEE believes and can show documentation acceptable to LACMTA supporting GRANTEE's ability to make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Quarterly Progress Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Quarterly Progress Reports Attachment D-1. In no event can the final milestone date be amended by a Quarterly Progress Report.

7. No changes to this FA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by the PARTIES.

8. **Attachment D** is the "Project Reporting & Expenditure Guidelines". GRANTEE shall complete the "Quarterly Progress Report" and/or the "Quarterly Expenditure Report". The Quarterly Progress and Quarterly Expenditure Reports are attached to this FA as Attachments D-1 and D-2 in accordance with Attachment D – Project Reporting and Expenditure Guidelines.

9. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, as specified in the Bond Requirements attached as **Attachment E** to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such Bonds' tax status.

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10. GRANTEE shall comply with the Metro Complete Streets Policy, adopted October 2014. GRANTEE must have an adopted Complete Streets Policy, an adopted City/County Resolution supporting Complete Streets, or an adopted General Plan consistent with the California Complete Streets Act of 2008. This shall be demonstrated through completion of the Complete Streets Self-Certification form attached as **Attachment F**.

11. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by GRANTEE and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, or the Scope of Work, including the Work schedule.

12. LACMTA's Address:

    Los Angeles County Metropolitan Transportation Authority
    One Gateway Plaza
    Los Angeles, CA 90012
    Attention: Kathy Park
    LACMTA Project Manager
    Mail Stop: 99-23-3
    Phone: (213) 922-6167
    Email: ParkK@metro.net

13. GRANTEE's Address:

    City of South Pasadena
    1414 Mission Street
    South Pasadena, CA 91030
    Attention: Ted Gerber
    Director of Public Works
    Phone: (626) 460-6392
    Email: tgerber@southpasadenaca.gov

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PART II
GENERAL TERMS OF THE FA

1. TERM

The term of this FA shall commence on the Effective Date of this FA, and shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the FA Effective Date shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the PARTIES in writing.

2. SUSPENSION OR TERMINATION

Should LACMTA determine there are insufficient Measure M Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary to: (i) return any facilities modified by the Project construction to a safe and operable state; and (ii) suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. INVOICE BY GRANTEE

Unless otherwise stated in this FA, the Quarterly Progress Report or the Quarterly Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment the LACMTA pre-approved Quarterly Progress Report or Quarterly Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Accounts Payable Department as shown below.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)
or mail to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
All invoice material must contain the following information:
Re: LACMTA Project ID# C1105 and FA# 9200000000MATC1105
Kathy Park; Mail Stop 99-23-3

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4. USE OF FUNDS

4.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines, the specifications for use for the transportation purposes described in the Ordinance, the Guidelines and the Metro Active Transport Program Administrative Procedures.

4.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and GRANTEE for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

4.3 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, GRANTEE shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE's contracting procedures and consistent with State law as appropriate. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. In-house staff time for administrative work (defined as work towards project management, invoicing, progress reporting, and quality assurance/control) shall be limited to 10 percent of the total project costs (the Funds) that are reimbursed. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.5 GRANTEE'S employee, officers, councilmembers, board member, agents, or consultants (a "GRANTEE Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party (b) any member of a GRANTEE Party's immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

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4.6 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: GRANTEE shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to GRANTEE Funding Commitment ratio.

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Quarterly Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at www.metro.net/projects/call_projects/call_projects-reference-documents/. GRANTEE must provide detailed supporting documentation with its Quarterly Progress and Quarterly Expenditure Reports. GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

6.1 GRANTEE shall submit the draft of Quarterly Progress Report (Attachment D-1) and the draft of Quarterly Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA Project Manager shall review and respond in writing to the draft Quarterly Progress and Quarterly Expenditure Report within thirty (30) calendar days from receipt. Grantee shall submit the LACMTA pre-approved Quarterly Progress Report and Quarterly Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Quarterly Progress and the Quarterly Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Quarterly Progress and Quarterly Expenditure Reports indicating no dollars were expended that quarter. If a request for reimbursement exceeds $500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation. Expenses that are not invoiced to LACMTA Accounts Payable within ninety (90) days after the lapsing date specified in Part II, Section 9.1 below are not eligible for reimbursement.

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6.2 GRANTEE shall submit the Project expenditure estimates for the subsequent fiscal year by February of each year. LACMTA will use the estimates to determine the Project budget for the upcoming fiscal year.

6.3 LACMTA, and/or its designee, shall have the right to conduct audits of the Project as deemed appropriate, such as financial and compliance audits, interim audits, pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers' expenditures submitted to LACMTA through GRANTEE's Quarterly Progress Reports and Quarterly Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

6.4 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

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6.5 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 6.3 and 6.4 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all GRANTEE's records and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

6.7 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction, at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.8 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.9 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance, the Guidelines and the Metro Active Transport Program Administrative Procedures. GRANTEE shall cooperate with LACMTA Management Audit Services Department such that LACMTA can meet its obligations under the Ordinance, the Guidelines and the Metro Active Transport Program Administrative Procedures.

6.10 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.11 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.12 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as

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defined by this FA, including the access to records provisions of Part II, Section 6.

7. GRANT

This is a one-time only grant of the Measure M Funds subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

8. SOURCES AND DISPOSITION OF FUNDS

8.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available as anticipated from Measure M Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 GRANTEE shall fully fund and contribute the GRANTEE Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8.3 GRANTEE shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 GRANTEE shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by GRANTEE prior to the Effective Date of this FA shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE's own risk, or as delineated in a Letter of No Prejudice executed by the prospective GRANTEE and LACMTA.

8.5 If GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the

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right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee within the subregion in accordance with the Ordinance, the Guidelines and the Metro Active Transport Program Administrative Procedures. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

9.1 GRANTEE must demonstrate timely use of the Funds by:

(i) Executing this FA within **sixty (60) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
(ii) Procuring contract/consultant to complete project phase scope of work within six months of Agreement or FA execution with Metro.
(iii) Expending at least a portion of MAT funds within 12 months of the date of Agreement or FA execution. Use of funds includes issuance of an award of a consultant contract, or encumbrance of staff labor charges by project sponsor.
(iv) Delivering Work in accordance with schedule, budget, and scope of work; changes to the aforementioned will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C of this FA; and
(v) Submitting the Quarterly Progress and Quarterly Expenditure Reports as described in Part II, Section 6.1 of this FA; and
(vi) Expending the Funds granted under this FA for allowable costs within **three years or 36 months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2021-22 are subject to lapse by June 30, 2024. All Funds programmed for FY 2022-23 are subject to lapse by June 30, 2025. All Funds programmed for FY 2023-24 are subject to lapse by June 30, 2026.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA as part of its Annual Update process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance, the Guidelines and the Metro Active Transport Program Administrative Procedures. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

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10. DEFAULT

A Default under this FA is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein; and/or (ii) GRANTEE fails to perform satisfactorily or make material changes, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

11. REMEDIES

11.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

11.2 Effective upon receipt of written notice of termination from LACMTA, GRANTEE shall not undertake any new work or obligation with respect to this FA unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

12. COMMUNICATIONS

12.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available online at http://metro.net/partners-civic. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Recipient Communications Guidelines.

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12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

12.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE's compliance with the terms and conditions of this Section. GRANTEE's failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

13. PROJECT DESIGN

13.1 GRANTEE shall coordinate and seek input with LACMTA Planning and Operations and other municipal operators for any potential effect to transit service as necessary.

13.2 GRANTEE must receive concurrence in writing from LACMTA on the proposed design of the Project.

13.3 In the event that concurrence on the design of the Project between GRANTEE and LACMTA is not demonstrated as described in Part II, Section 13.2 of this FA, the GRANTEE shall be considered in Default pursuant to Part II, Section 10 of this FA.

14. OTHER TERMS AND CONDITIONS

14.1 This FA, along with its Attachments, constitutes the entire understanding between the PARTIES, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the PARTIES who agreed to the original FA or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

14.2 GRANTEE is obligated to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased, excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to GRANTEE Funding Commitment ratio), shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the

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Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

14.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the PARTIES to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

14.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by and or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this FA. GRANTEE shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by GRANTEE, or its officers, agents, employees, contractors or subcontractors; (ii) breach of GRANTEE's obligations under this FA; or (iii) any act or omission of GRANTEE, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

14.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this FA.

14.6 GRANTEE shall comply with and ensure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

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14.7 GRANTEE agrees that the applicable requirements of this FA shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

14.8 GRANTEE shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee. Any assignment by GRANTEE without said prior consent by LACMTA shall be void and unenforceable.

14.9 This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

14.10 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the PARTIES and their respective successors and assigns.

14.11 GRANTEE will advise LACMTA prior to any key Project staffing changes. Notice will be given to the PARTIES at the address specified in Part I, unless otherwise notified in writing of change of address or contact person.

14.12 GRANTEE, in the performance of the work described in this FA, is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

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ATTACHMENT A -PROJECT FUNDING

Measure M MAT - Active Transportation Corridors Program - Funding Agreement Projects - FA#: 9200000000MATC1105

Project Title: **HUNTINGTON-MAIN/FREMONT CORRIDOR PROJECT** Project#: C1105

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2020-21	FY2021-22	FY2022-23	FY2023-24	FY2024-25	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING						0	
MEASURE M MAT FUNDS		$ 912,600	$ 4,977,660	$ 165,900		$ 6,056,160	
SUM PROG LACMTA FUNDS	$ -	$ 912,600	$ 4,977,660	$ 165,900	$ -	$ 6,056,160	100%
OTHER NON LACMTA FUNDING:							
LOCAL:						$ -	0%
STATE:						$ -	0%
FEDERAL:						$ -	0%
PRIVATE OR OTHER:						$ -	0%
SUM NON-LACMTA FUNDS	$ -	$ -	$ -	$ -	$ -	$ -	0
TOTAL PROJECT FUNDS	$ -	$ 912,600	$ 4,977,660	$ 165,900	$ -	$ 6,056,160	100%

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ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MAT - Active Transportation Corridors Program - Funding Agreement Projects - FA#: 9200000000MATC1105
Project Title: HUNTINGTON-MAIN/FREMONT CORRIDOR PROJECT Project#: C1105

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2022-23 Qtr 1	FY 2022-23 Qtr 2	FY 2022-23 Qtr 3	FY 2022-23 Qtr 4	FY 2023-24 Qtr 1	FY 2023-24 Qtr 2	FY 2023-24 Qtr 3	FY 2023-24 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MAT FUNDS:									
Early Planning									$0
Environmental/Planning	$15,000	$20,000	$20,000	$15,000					$70,000
Design and PS&E			$150,000	$150,000	$200,000	$106,000	$120,700		$726,700
Right-of-Way Acquisition									$0
Construction								$892,880	$892,880
Vehicle Purchase									$0
Others									$0
Total Measure M	**$15,000**	**$20,000**	**$170,000**	**$165,000**	**$200,000**	**$106,000**	**$120,700**	**$892,880**	**$1,689,580**
SUM PROG LACMTA FUNDS:	**$15,000**	**$20,000**	**$170,000**	**$165,000**	**$200,000**	**$106,000**	**$120,700**	**$892,880**	**$1,689,580**
OTHER NON LACMTA FUNDING:									
LOCAL: [INSERT SOURCE]									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total LOCAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
STATE: [INSERT SOURCE]									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total STATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
FEDERAL: [INSERT SOURCE]									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total FEDERAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PRIVATE: [INSERT SOURCE]									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total PRIVATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
SUM NON-LACMTA FUNDS :	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PROJECT FUNDING FY2022-23 and FY2023-24	**$15,000**	**$20,000**	**$170,000**	**$165,000**	**$200,000**	**$106,000**	**$120,700**	**$892,880**	**$1,689,580**

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ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MAT - Active Transportation Corridors Program - Funding Agreement Projects - FA#: 9200000000MATC1105
Project Title: HUNTINGTON-MAIN/FREMONT CORRIDOR PROJECT Project#: C1105

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2024-25 Qtr 1	FY 2024-25 Qtr 2	FY 2024-25 Qtr 3	FY 2024-25 Qtr 4	FY 2025-26 Qtr 1	FY 2025-26 Qtr 2	FY 2025-26 Qtr 3	FY 2025-26 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MAT FUNDS:									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction	$1,276,631	$465,550	$563,721	$843,800	$843,800	$373,078			$4,366,580
Vehicle Purchase									$0
Others									$0
Total MEASURE M	**$1,276,631**	**$465,550**	**$563,721**	**$843,800**	**$843,800**	**$373,078**	**$0**	**$0**	**$4,366,580**
SUM PROG LACMTA FUNDS:	**$1,276,631**	**$465,550**	**$563,721**	**$843,800**	**$843,800**	**$373,078**	**$0**	**$0**	**$4,366,580**
OTHER NON LACMTA FUNDING:									
LOCAL: [INSERT SOURCE]									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total LOCAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
STATE: [INSERT SOURCE]									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total STATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
FEDERAL: [INSERT SOURCE]									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total FEDERAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PRIVATE: [INSERT SOURCE]									$0
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total PRIVATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
SUM NON-LACMTA FUNDS :	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PROJECT FUNDING FY2024-25 and FY2025-26	**$1,276,631**	**$465,550**	**$563,721**	**$843,800**	**$843,800**	**$373,078**	**$0**	**$0**	**$4,366,580**
TOTAL LACMTA FUNDS	**$1,291,631**	**$485,550**	**$733,721**	**$1,008,800**	**$1,043,800**	**$479,078**	**$120,700**	**$892,880**	**$6,056,160**
TOTAL NON-LACMTA FUNDS	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL PROJECT FUNDING	**$1,291,631**	**$485,550**	**$733,721**	**$1,008,800**	**$1,043,800**	**$479,078**	**$120,700**	**$892,880**	**$6,056,160**

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ATTACHMENT C
SCOPE OF WORK
CAPITAL PROJECT

PROJECT NAME: HUNTINGTON-MAIN/FREMONT PROJECT

PROJECT LOCATION/LIMITS/AREA:

- Huntington Drive between Alhambra Road and Garfield Avenue (1.5 miles)
- Fremont Avenue between Alhambra Road and Columbia Street (1.8 miles)

PROJECT DESCRIPTION INCLUDING METRO ACTIVE TRANSPORT PROGRAM AND PROJECT NEXUS:

The proposed project will improve overall circulation for vehicle, pedestrian, bus, and bicycle traffic along two major high-volume corridors within the City. It will focus efforts on a broad range of individuals, thereby impacting the most diverse array of user groups to improve overall equity, safety, and mobility in the City's transportation solutions. The proposed project seeks to upgrade both corridors to better serve the community.

The proposed improvements along Huntington Drive include bike facilities, curb ramp improvements for safer pedestrian crossings, high visibility crosswalks that include flashing beacons, and modification of median to install bike facilities and provide refuge island areas for safer crossings. It will also add street fixtures like bus benches, trash receptables, and bus shelters.

The proposed improvements on Fremont Avenue include bike routes, curb ramp improvements, high visibility crosswalks, bike boxes, bike detection systems, and curb extension. Also, advanced warning signage for smooth transition, median island installations at certain intersections to facilitate pedestrian crossings and/or refuge areas, enhanced pedestrian crossing features that include flashing beacons, and street fixtures like bus benches, trash receptables, and bus shelters.

The Measure R grant will focus on improving the infrastructure for vehicular travel by focusing on geometric changes to different intersections. The MAT grant will focus on improving the infrastructure for pedestrian and bike travel. The interactive pedestrian modification will allow pedestrians and bicyclists to cross the intersection safely. The current signals do not support bike and pedestrian technology. The new technology will extend crossing time for pedestrians and bicyclists in case of a scenario in which a pedestrian is detected to need more time to cross.

The most problematic signals in the Huntington Drive and Fremont Avenue corridors are located in the City of South Pasadena. Both grants will help make these corridors safer and it

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will be cost efficient to combine into one project and contractor. The project will promote safety and active transportation for multiple communities that use these corridors.

The proposed improvements for both corridors will be finalized during the concept design and final design development phases of the project.

PROJECT FUNDING:

PHASE	LACMTA MEASURE M FUNDS	LOCAL AGENCY (IF ANY)	TOTAL
PA/ED	$70,000.00	$0	$70,000.00
PS&E	$726,700.00	$0	$726,700.00
Construction Support	$663,700.00	$0	$663,700.00
Construction Capital	$4,595,760.00	$0	$4,595,760.00
		TOTAL BUDGET COST	**$6,056,160.00**

ESTIMATED PROJECT COSTS:

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
Mobilization	1	LS	$343,240.00	$343,240.00
Water Pollution Control	1	LS	$17,160.00	$17,160.00
As-Built Drawings	1	LS	$6,860.00	$6,860.00
Lead Compliance Plan	1	LS	$5,150.00	$5,150.00
Temporary Traffic Control	1	LS	$171,620.00	$171,620.00
Clearing and Grubbing	1	LS	$171,620.00	$171,620.00
Huntington Miscellaneous Shade Producing Landscaping at Metro Bus Stops	1	LS	$12,000.00	$12,000.00
Fremont Miscellaneous Asphalt Pavement	1	LS	$3,600.00	$3,600.00
Huntington Miscellaneous Asphalt Pavement	1	LS	$4,400.00	$4,400.00
Fremont Microsurfacing (Type II)	49,700	SY	$4.25	$211,225.00
Huntington Microsurfacing (Type II)	59,712	SY	$4.25	$253,775.00
Fremont New Curb Ramps & Curb Modifications (All Work to Be Completed in Place)	1	LS	$339,000.00	$339,000.00
Huntington New Curb Ramps & Curb Modifications (All Work to Be Completed in Place)	1	LS	$431,000.00	$431,000.00
Fremont Asphalt Concrete Sidewalk, Curb & Gutter	2,250	LF	$100.00	$225,000.00
Fremont Concrete Median Islands Modifications	1	LS	$58,000.00	$58,000.00
Huntington Concrete Median Islands Modifications	1	LS	$72,000.00	$72,000.00
Fremont Metro Bus Improvements	1	LS	$36,800.00	$36,800.00
Huntington Metro Bus Improvements	1	LS	$98,000.00	$98,000.00

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ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
Fremont Striping (Thermoplastic)	1	LS	$197,500.00	$197,500.00
Huntington Striping (Thermoplastic)	1	LS	$237,200.00	$237,200.00
Fremont Reset Existing & Install New Roadside Signs	1	LS	$54,000.00	$54,000.00
Huntington Reset Existing & Install New Roadside Signs	1	LS	$64,500.00	$64,500.00
Modify Signal & Lighting System (Huntington Dr. Corridor)	1	LS	$227,000.00	$227,000.00
Modify Signal & Lighting System (Fremont Corridor)	1	LS	$273,000.00	$273,000.00
Fremont Intersection, Peds, & Bikes Improvements	1	LS	$288,400.00	$288,400.00
Huntington Intersection, Peds, & Bikes Improvements	1	LS	$346,000.00	$346,000.00
			Sub-Total	$4,148,050.00
			Contingency (20%)	$829,610.00
			Total Construction Costs	$4,977,660.00
			Construction Engineering (16%)	$663,700.00
			Design Engineering –PS&E (10%)	$414,800.00
			GRAND TOTAL	**$6,056,160.00**

PROJECT DETAILED SCHEDULE:

MILESTONES	START DATE	COMPLETION DATE
SOLICITATION (BID/PROPOSAL)		
Develop Solicitation Package	July 2022	August 2022
Solicitation Response	July 2022	August 2022
Evaluations	July 2022	August 2022
Selection	July 2022	August 2022
Board Approval	August 2022	September 2022
Contract Award	August 2022	September 2022
Fully Executed Contract	August 2022	September 2022
PLANNING		
Prepare Concept Report	November 2022	January 2023
Prepare Feasibility Study	November 2022	January 2023
Prepare Project Study Report	November 2022	January 2023
Intelligent Transportation System (ITS)	November 2022	January 2023
Feasibility Study	November 2022	January 2023
Concept Exploration	November 2022	January 2023
PRELIMINARY DESIGN		
Prepare Detailed Design Plans	January 2023	June 2023
Prepare Detailed Construction Plans	January 2023	June 2023
Prepare Project Cost Estimate	January 2023	June 2023
Intelligent Transportation System (ITS)	July 2023	September 2023
Concept of Operations	July 2023	September 2023
System Requirements	July 2023	September 2023
High Level Design	July 2023	September 2023

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MILESTONES	START DATE	COMPLETION DATE
PA&ED		
Prepare Environmental Document Document Type: Categorical Exclusion	October 2023	April 2024
Scoping	October 2023	April 2024
Technical Studies	October 2023	April 2024
Draft Environmental Document	October 2023	April 2024
Final Environmental Document	May 2024	May 2024
Community Outreach	October 2023	April 2024
Secure Project Approval	May 2024	June 2024
Intelligent Transportation System (ITS)	June 2023	June 2023
Categorical Exemption Filing	June 2023	June 2023
PS&E		
35% PS&E	October 2023	January 2024
Preliminary Investigations	October 2023	November 2023
Preliminary Foundation	October 2023	November 2023
Geometric Drawings	October 2023	December 2023
Utilities	October 2023	January 2024
Intelligent Transportation System (ITS)	October 2023	January 2024

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CONSTRUCTION:

MILESTONES	START DATE	COMPLETION DATE
SOLICITATION (BID/PROPOSAL)		
Develop Solicitation Package	March 2024	June 2024
Solicitation Response	March 2024	June 2024
Evaluations	June 2024	June 2024
Selection	July 2024	August 2024
Board Approval Process	August 2024	September 2024
Contract Award	August 2024	September 2024
Fully Executed Contract	August 2024	September 2024
EXCAVATION		
Clear/Grub	October 2024	December 2024
Survey	October 2024	March 2025
Sample Borings	October 2024	December 2024
Grading	October 2024	December 2024
Compaction	October 2024	December 2024
Drainage	October 2024	December 2024
ENVIRONMENTAL		
Hazardous Materials Handling	October 2024	December 2024
Archaeological	October 2024	December 2024
Air Quality Monitoring	October 2024	December 2024
CONCRETE		
Form Work	January 2025	June 2025
Rebar Placement	January 2025	June 2025
Pole Placement	March 2025	June 2025
TRAFFIC CONTROL		
TMP	October 2024	December 2024
STRUCTURAL		
Pole Placement	March 2025	June 2025
UTILITIES		
DWP	October 2024	December 2024
SCE	October 2024	December 2024
MATERIALS		
Long-Lead Equipment	October 2024	April 2025
Staging	October 2024	December 2024
Material Lay Down Area	October 2024	December 2024
Signage	October 2024	December 2024
ELECTRICAL		
Power U/G Communication	January 2025	April 2025
A/G Testing/Acceptance	January 2025	April 2025

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MILESTONES	START DATE	COMPLETION DATE
LANDSCAPE		
Clearing	July 2025	November 2025
Planting	July 2025	November 2025
Plant Establishment	July 2025	November 2025
Irrigation	July 2025	November 2025
Testing	December 2025	December 2025
General Construction/Close Out Project	December 2025	December 2025
CHANGE ORDERS		
P.O. Processing Time	January 2025	June 2025
Claims	January 2025	June 2025

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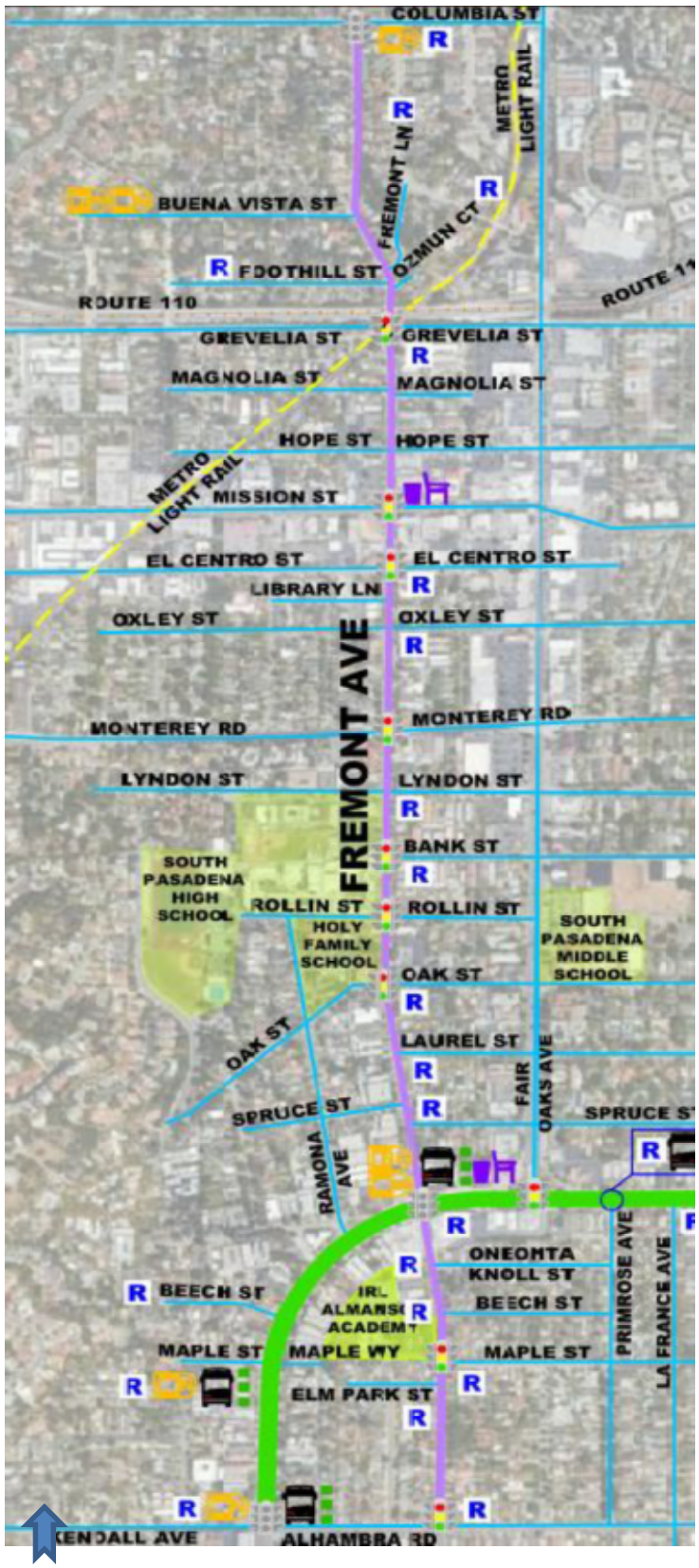
PROJECT MAP:



LEGEND

- HUNTINGTON DR BIKE FACILITIES
- FREMONT AVE BIKE FACILITIES
- IMPACTED SIDE STREETS
- METRO LIGHT RAIL
- ROUTE 110
- SCHOOLS
- RAMPS IMPROVEMENTS
- BUS PLATFORM
- BUS PLATFORM W/ NEW BENCH AND TRASH RECEPTACLES
- EXISTING SIGNAL
- UPGRADED SIGNAL
- MEDIAN PEDESTRIAN IMPROVEMENTS (X = LEG)

NOTES

ADDITIONAL CORRIDOR IMPROVEMENTS INCLUDE HIGH VISIBILITY CROSSWALKS, RECTANGULAR RAPID FLASHING BEACON (RRFB), HAWK HYBRID BEACON AND VEHICLE SPEED FEEDBACK SIGNS

CITY OF SOUTH PASADENA
PUBLIC WORKS DEPARTMENT
1414 MISSION STREET
SOUTH PASADENA, CALIFORNIA 91030

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LEGEND

- HUNTINGTON DR BIKE FACILITIES
- FREMONT AVE BIKE FACILITIES
- IMPACTED SIDE STREETS
- METRO LIGHT RAIL
- ROUTE 110
- SCHOOLS
- RAMPS IMPROVEMENTS
- BUS PLATFORM
- BUS PLATFORM W/ NEW BENCH AND TRASH RECEPTACLES
- EXISTING SIGNAL
- UPGRADED SIGNAL
- MEDIAN PEDESTRIAN IMPROVEMENTS (X = LEG)

NOTES

ADDITIONAL CORRIDOR IMPROVEMENTS INCLUDE HIGH VISIBILITY CROSSWALKS, RECTANGULAR RAPID FLASHING BEACON (RRFB), HAWK HYBRID BEACON AND VEHICLE SPEED FEEDBACK SIGNS

CITY OF SOUTH PASADENA
PUBLIC WORKS DEPARTMENT
1414 MISSION STREET
SOUTH PASADENA, CALIFORNIA 91030

CITY OF SOUTH PASADENA

FREMONT AVE - HUNTINGTON DRIVE - IMPROVEMENT PLAN

ATP GRANT CYCLE 5

APRIL 30, 2020

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FA ATTACHMENT D
PROJECT REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress Report (**Attachment D-1**) and Quarterly Expenditure Report (**Attachment D2**) are required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit the Quarterly Expenditure Report to the LACMTA, after receiving LACMTA Project Manager's acceptance of the draft report, at ACCOUNTSPAYABLE@METRO.NET or by mail to **Los Angeles Metropolitan Transportation Authority, Accounts Payable, P.O. Box 512296, Los Angeles, California 90051-0296.** Please note that letters or other forms of documentation may **not** be substituted for this form.

- The Quarterly Progress and Quarterly Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provides complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project.

- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.

- GRANTEE is required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter.

- The draft Quarterly Progress Report and Quarterly Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

Quarter	*Report Due Date*
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

LACMTA Project Manager shall review and respond in writing to the draft Quarterly Progress Report and Quarterly Expenditure Report within thirty (30) calendar days from receipt.

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Upon completion of the Project a final report that includes project's final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope of Work (FA Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

- Any expense charged to the grant must be clearly and directly related to the project.

- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope of Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.

- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the FA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

DEFINITIONS

- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.

- Excessive Cost: Any expense deemed "excessive" by LACMTA staff would be adjusted to reflect a "reasonable and customary" level. For detail definition of "reasonable cost", please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.

- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope of Work is considered ineligible.

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LACMTA
ATTACHMENT D-1 QUARTERLY PROGRESS REPORT
PROJECT TITLE: Huntington-Main/Fremont Corridor Project

Grantee To Complete	
Quarterly Report Date	
FA#	9200000000MATC1105
Quarterly Report #	1

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO LACMTA PROJECT MANAGER
after the close of each quarter. Please note that letters or other forms of documentation may not be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: GENERAL INFORMATION

PROJECT TITLE: Huntington-Main/Fremont Corridor Project

FA #: 9200000000MATC1105

QUARTERLY REPORT SUBMITTED FOR: **Quarter:** _____ **Fiscal Year:** _____

DATE SUBMITTED: _____

LACMTA Project Manager	Name:	Kathy Park
	Phone Number:	213.922.6167
	E-mail:	ParkK@metro.net

GRANTEE Contact / Project Manager	Contact Name:	Ted Gerber
	Job Title:	Director of Public Works
	Department:	Department of Public Works
	City / Agency:	City of South Pasadena
	Mailing Address:	1414 Mission Street, South Pasadena, CA 91030
	Phone Number:	626.460.6392
	E-mail:	tgerber@southpasadenaca.gov

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LACMTA
ATTACHMENT D-1 QUARTERLY PROGRESS REPORT
PROJECT TITLE: Huntington-Main/Fremont Corridor Project

SECTION 3 : MONTHLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. ***DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES BELOW.***

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA, please only update the actual start/end dates. Additionally, please provide a CPM if the project is in construction.

FA Milestones	Original FA Start Date in Scope of Work (Month/Year)	Original FA End Date in Scope of Work (Month/Year)	Actual Start Date (Month/Year)	Actual End Date (Month/Year)	Percent Completed by Time	Current Completion Forecast (Month/Year)	Schedule Variance (Months)
SOLICITATION (BID/PROPOSAL)							
Develop Solicitation Package							
Fully Executed Contract							
ENVIRONMENTAL							
OTHER: (Please specify)							
SOLICITATION (BID/PROPOSAL)							
Develop Solicitation Package							
Fully Executed Contract							
PS&E							
35% PS&E							
65% PS&E							
95% PS&E							
OTHER: (Please specify)							
ROW							
OTHER: (Please specify)							
SOLICITATION (BID/PROPOSAL)							
Develop Solicitation Package							
Fully Executed Contract							
CONSTRUCTION							
OTHER: (Please specify)							

2. PROJECT COMPLETION

Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

☐ Ahead of original FA schedule

☐ On schedule per original FA schedule

☐ Between 12-24 months behind original schedule

☐ Less than 12 months behind original schedule

☐ More than 24 months behind original schedule

3. TASKS/MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

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LACMTA
ATTACHMENT D-1 QUARTERLY PROGRESS REPORT
PROJECT TITLE: Huntington-Main/Fremont Corridor Project

4. PROJECT DELAY/ACTION ITEM TO RESOLVE DELAY

If the project is delayed, include description of the delay and action items that have been, or will be, undertaken to resolve the delay.

Delay Issue(s)	Targeted Resolution/Response Date

5. COST SUMMARY

FA Milestones	Project Budget	LACMTA Approved Changes	Current Approved Budget	Expenditures to Date	Cost Variance	Percent Completed by Dollar Amount
EARLY PLANNING						
ENVIRONMENTAL/PLANNING						
DESIGN AND PS&E						
ROW ACQUISITION						
CONSTRUCTION						
VEHICLE PURCHASE						
OTHERS						

6. RISK MANAGEMENT PLAN / PROJECT RISK REGISTER

This Risk Register shall include a listing of potential project risks. Identify project risks and provide a description of individual risk events or unplanned events that may occur and the estimated outcome or impact to project scope, cost and schedule; provide a qualitative assessment of risk potential; identify risk mitigation strategies; and provide recommendations or actions for responding to project risk. This section requires periodic updates as the project progresses and as risk events occur.

Risk Category	Risk Event	Risk Potential (Low/Medium/High)	Risk Mitigation Strategies	
Early Planning				
Environmental/Planning				
Design and PS&E				
ROW				
Construction				
Bid/Award				
Third Party				

I certify that I am the responsible Project Manager or fiscal officer and representative of **City of South Pasadena** and that to the best of my knowledge and belief the information stated in this report is true and correct.

Signature *Date*

Name *Title*

LACMTA FA MEASURE M ATTACHMENT D-2

QUARTERLY EXPENDITURE REPORT

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	9200000000MATC1105
Quarterly Report #	1

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO

ACCOUNTSPAYABLE@METRO.NET
or submit by mail to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, California 90051-0296

Please note that letters or other forms
of documentation may **not** be substituted for this form. Refer to the
Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and **include totals in this Section.**

	LACMTA Measure M MAT Grant $
Project Quarter Expenditure	
This Quarter Expenditure	
Retention Amount	
Net Invoice Amount (Less Retention)	
Project-to-Date Expenditure	
Funds Expended to Date (Include this Quarter)	
Total Project Budget	$ 6,056,160.00
% of Project Budget Expended to Date	
Balance Remaining	

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: Huntington-Main/Fremont Corridor Project

FA #: 9200000000MATC1105

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year : ☐ 2020-21 ☐ 2021-22 ☐ 2022-23
☐ 2023-24 ☐ 2024-25 ☐ 2025-26

Quarter : ☐ Q1: Jul - Sep ☐ Q2: Oct - Dec
☐ Q3: Jan - Mar ☐ Q4: Apr - Jun

DATE SUBMITTED: _____

Measure M Metro Active Transport Program Type: Active Transportation Corridors

LACMTA Project Manager	Name:	Kathy Park
	Phone Number:	213.922.6167
	E-mail:	ParkK@metro.net

Grantee Contact / Project Manager	Contact Name:	Ted Gerber
	Job Title:	Director of Public Works
	Department:	Department of Public Works
	City / Agency:	City of South Pasadena
	Mailing Address:	1414 Mission Street, South Pasadena, CA 91030
	Phone Number:	626.460.6392
	E-mail:	tgerber@southpasadenaca.gov

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. ***DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.***

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your FA. PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Early Planning				
Environmental/Planning				
Design and PS&E				
Right-of-Way Acquisition				
Construction				
Vehicle Purchase				
Others				
Ground Breaking Event				
Ribbon Cutting Event				
Total Project Duration (Months)				

2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

☐ On schedule per original FA schedule
☐ Less than 12 months behind original schedule
☐ Between 12-24 months behind original schedule
☐ More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

☐ Yes ☐ No ☐ Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

☐ Yes ☐ No ☐ Not Applicable

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3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

SECTION 4. ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

	ITEM	INVOICE #		TOTAL EXPENSES CHARGED TO LACMTA MEASURE M GRANT
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
	TOTAL			

Note:
All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:
LACMTA will make all disbursements electronically unless an exception is requested in writing.
ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.
ACH Request Forms can be found at www.metro.net/callforprojects.
Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of **City of South Pasadena** and that to the best of my knowledge and belief the information stated in this report is true and correct.

Signature *Date*

Name *Title*

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ATTACHMENT E
BOND REQUIREMENTS

The provisions of this Attachment E apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA' s approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by LACMTA in consultation with its bond counsel.

GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment E and notify LACMTA of such designations.

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ATTACHMENT F
COMPLETE STREETS SELF CERTIFICATION FORM
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

The Los Angeles County Metropolitan Transportation Authority requires that by the execution of this Funding Agreement, applicants shall have an adopted local Complete Streets policy, an adopted City Council Resolution in support of Complete Streets, or an adopted General Plan consistent with the state's Complete Streets Act of 2008 in order to be eligible for the next cycle of Metro capital grant funding programs. This Los Angeles County Complete Streets policy self-certification form should be completed and executed for all Measure M Metro Active Transport (MAT) funded projects.

1. Name of Sponsoring Agency: City of South Pasadena

2. Contact Name: Ted Gerber

3. Contact Phone: (626) 460-6392

4. Contact Email: tgerber@southpasadenaca.gov

5. Project Description: The proposed project will improve overall circulation for vehicle, pedestrian, bus, and bicycle traffic along two major high-volume corridors within the City. It will focus efforts on a broad range of individuals, thereby impacting the most diverse array of user groups, to improve overall equity, safety, and mobility in the City's transportation solutions. The proposed project seeks to upgrade both corridors to better serve the community. The proposed improvements along Huntington Drive include bike facilities, curb ramp improvements for safer pedestrian crossings, high visibility crosswalks that include flashing beacons, and modification of median to install bike facilities and provide refuge island areas for safer crossings. It will also add street fixtures like bus benches, trash receptacles, and bus shelters. The proposed improvements on Fremont Avenue include bike routes, curb ramp improvements, high visibility crosswalks, bike boxes, bike detection systems, and curb extension. Also, advanced warning signage for smooth transition, median island installations at certain intersections to facilitate pedestrian crossings and/or refuge areas, enhanced pedestrian crossing features that include flashing beacons, and street fixtures like bus benches, trash receptacles, and bus shelters.

6. Identify participating agencies roles and responsibilities.
   City of South Pasadena will be the main contact and responsible party for completing this project. The City of South Pasadena will issue an RFP for design services and issue a bid for construction. The City of South Pasadena will manage this project.

7. Insert adopted local Complete Streets policy, adopted City Council Resolution in support of Complete Streets, or adopted General Plan consistent with the state's Complete Streets Act of 2008.

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By signing and self-certifying this form, the agency commits to the Metro Complete Streets Policy and confirms the adoption of a local Complete Streets policy, a City Council Resolution in support of Complete Streets, or a General Plan consistent with the state's Complete Streets Act of 2008.

Signature:

DocuSigned by:
H. Ted Gerber
490FB547326D430...

8/16/2022

Ted Gerber
Director of Public Works
City of South Pasadena Public Works

Date

DocuSign Envelope ID: 51886A42-2C77-47D5-8850-44146E4C2575

RESOLUTION NO. 7497

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, TO ENACT A COMPLETE STREETS POLICY

WHEREAS, the term "Complete Streets" describes a comprehensive, integrated transportation network with infrastructure and design that allows safe and convenient travel along and across streets for all users, including pedestrians, bicyclists, persons with disabilities, motorists, movers of commercial goods, users and operators of public transportation, seniors, children, youth, and families; and

WHEREAS, the City of South Pasadena (City) acknowledges the benefits and value for the public health and welfare of reducing vehicle miles traveled and increasing transportation by walking, bicycling, and public transportation, which can help address a wide variety of challenges, including pollution, climate change, traffic congestion, social isolation, obesity, physical inactivity, limited recreational opportunities, sprawl, safety, and excessive expenses; and

WHEREAS, the City recognizes that the planning and coordinated development of Complete Streets infrastructure provides benefits for local governments in the areas of infrastructure cost savings, public health and environmental sustainability; and

WHEREAS, sedentary lifestyles and limited opportunities to integrate exercise into daily activities are factors contributing to increased obesity among adults and children and the consequences of obesity, such as diabetes, heart disease, stroke, high blood pressure, high cholesterol, certain cancers, asthma, low self-esteem, reduced academic performance, depression, and other debilitating diseases; and

WHEREAS, the State of California has emphasized the importance of Complete Streets by enacting the California Complete Streets Act of 2008 (known as AB 1358), which requires that when cities or counties revise general plans, they identify how they will provide for the routine accommodation of all users of the roadways, as well as through Deputy Directive 64, in which the California Department of Transportation explained that it "views all transportation improvements as opportunities to improve safety, access, and mobility for all travelers in California and recognizes bicycle, pedestrian, and transit modes as integral elements of the transportation system"; and

WHEREAS, the California Global Warming Solutions Act of 2006 (known as AB 32) sets a mandate for the reduction of greenhouse gas emissions in California to slow the onset of human-induced climate change, and the Sustainable Communities and Climate Protection Act of 2008 (known as SB 375) requires emissions reductions through coordinated regional planning that integrates transportation, housing, and land-use policy,

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and achieving the goals of these laws will require significant increases in travel by public transit, bicycling, and walking; and

WHEREAS, numerous California counties, cities, and agencies have adopted Complete Streets policies and legislation in order to further the health, safety, welfare, economic vitality, and environmental well-being of their communities; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (Metro), through its Metro Complete Streets Policy, requires that all jurisdictions address complete streets policies at the local level through the adoption of a complete streets policy resolution, which should include the "Elements of an Ideal Complete Streets Policy" developed by the National Complete Streets Coalition, or through a general plan that complies with the California Complete Streets Act of 2008 to be eligible for Metro Capital Grant funds; and

WHEREAS, the City therefore, in light of the foregoing benefits and considerations, wishes to improve its commitment to Complete Streets and desires that its streets form a comprehensive and integrated transportation network promoting safe, equitable, and convenient travel for all users while preserving flexibility, recognizing community context, and using the latest and best design guidelines and standards.

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

SECTION 1. That the City adopts the Complete Streets Policy attached hereto as "Exhibit A", and made part of this resolution, and that said exhibit is hereby approved and adopted.

SECTION 2. That the substantial revision of the City's General Plan shall incorporate Complete Streets policies and principles consistent with the California Complete Streets Act of 2008 (AB 1358).

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

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PASSED, APPROVED AND ADOPTED ON this 18th day of January, 2017.

Michael A. Cacciotti, Mayor

ATTEST:

Evelyn G. Zneimer, City Clerk
(seal)

APPROVED AS TO FORM:

Teresa L. Highsmith, 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 18th day of January, 2017, by the following vote:

AYES: Joe, Khubesrian, Mahmud, Schneider, and Mayor Cacciotti

NOES: None

ABSENT: None

ABSTAINED: None

Evelyn G. Zneimer, City Clerk
(seal)

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EXHIBIT A

South Pasadena Complete Streets Policy

The objective of this policy is to establish guiding principles and practices so transportation improvements are planned, designed, constructed, operated and maintained to encourage walking, bicycling, and transit use while promoting safe operations for all users.

The City of South Pasadena will create a safe and efficient transportation system that promotes the health and mobility of all South Pasadena citizens and visitors by providing high quality pedestrian, bicycling, and transit access to all destinations throughout the city, and will design its streets for people, with beauty and amenities. The City of South Pasadena will provide for the needs of drivers, transit users, bicyclists, and pedestrians of all ages and abilities in all planning, design, construction, reconstruction, retrofit, operations, and maintenance activities and products.

The City of South Pasadena will enhance the safety, access, convenience, and comfort of all users of all ages and abilities. The City understands that children, seniors, and persons with disabilities will require special accommodations.

Street Network Connectivity
(A) The City of South Pasadena will design, operate and maintain a transportation network that provides a connected network of facilities accommodating all modes of travel.

(B) The City will actively look for opportunities to repurpose rights-of-way to enhance connectivity for pedestrians, bicyclists, and transit.

(C) The City will focus non-motorized connectivity improvements to services, schools, parks, civic uses, regional connections and commercial uses.

Jurisdiction
(A) This Complete Streets Policy is intended to cover all development in the public domain and all street improvement within South Pasadena.

(B) Every City Department including Management Services, Public Works, Planning and Building, Community Services, and Public Safety, will follow the policy.

(C) The City requires all developers and builders to obtain and comply with the City's standards.

(D) The City requires agencies that South Pasadena has permitting authority over, including, but not limited to, water agencies, electrical utilities, gas and petroleum utilities, communications utilities, and service contractors to comply with this policy.

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(E) The City will work closely with Los Angeles County, California Department of Transportation, the Los Angeles County Metropolitan Transportation Authority, and the Southern California Association of Governments to promote compliance.

Phases
The City of South Pasadena will apply this Complete Streets policy to all roadway projects, including those involving new construction, reconstruction, retrofits, repaving, rehabilitation, or changes in the allocation of pavement space on an existing roadway, as well as those that involve new privately built roads and easements intended for public use. Complete Streets may be achieved through single projects or incrementally through a series of smaller improvements or maintenance and operation activities over time.

Exception
Complete Streets principles and practices will be included in street construction, reconstruction, repaving, and rehabilitation projects, as well as other plans and manuals, except under one or more of the following conditions:

(A) A project involves only ordinary or emergency maintenance activities designed to keep assets in serviceable condition.

(B) The City Council exempts a project due to excessive and disproportionate cost of establishing a bikeway, walkway or transit enhancement as part of a project.

(C) The Director of Public Works determines the construction is not practically feasible or cost effective because of significant or adverse environmental impacts to waterways, flood plains, remnants of native vegetation, wetlands, or other critical areas, or due to impacts on neighboring land uses, including impact from right of way acquisitions.

(D) Unless otherwise determined by the City Council, the City Manager or Director of Public Works determines it is not practically feasible or cost effective to implement the provisions of this policy through public or private project design or manuals or other plans.

Design
Additionally, South Pasadena City Council declares it is the City of South Pasadena's policy to:

(A) Incorporate established Complete Streets Design Guidelines into planning, funding, design, construction, operation, and maintenance of new and modified streets in South Pasadena while remaining flexible to the unique circumstances of different streets where sound engineering and planning judgment will produce context sensitive designs.

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(B) Incorporate Complete Streets Design Guidelines' principles into all City plans, manuals, rules, regulations and programs as appropriate.

(C) Provide well-designed pedestrian accommodations on all streets and crossings. Pedestrian accommodations can take numerous forms, including but not limited to traffic signals, roundabouts, bulb-outs, curb extensions, sidewalks, buffer zones, shared-use pathways, and perpendicular curb ramps, among others.

(D) Provide well-designed bicycle accommodations along all streets. Bicycle accommodations can take numerous forms, including but not limited to the use of bicycle boulevards, striping, slow streets, low auto volume streets, traffic calming, signs, and pavement markings, among others.

(E) Where physical conditions warrant, landscaping shall be planted whenever a street is newly constructed, reconstructed, or relocated.

Context Sensitivity
(A) The City of South Pasadena will plan its streets in harmony with the adjacent land uses and neighborhoods.

(B) The City will solicit input from local stakeholders during the planning process.

(C) The City will integrate natural features, such as waterways, and other topography into design of our streets.

(D) The City will design streets with a strong sense of place. We will use architecture, landscaping, streetscaping, public art, signage, etc. to reflect the community and neighborhood.

(E) The City will coordinate street improvements with merchants along retail and commercial corridors to develop vibrant and livable districts.

Performance Measures
The City will evaluate this Complete Streets Policy using the following performance measures:
1. Total miles of on-street bikeways defined by streets with clearly marked or signed bicycle accommodation
2. Number of new compliant curb ramps
3. Number of new street trees planted along City streets
4. Number and severity of pedestrian-vehicle and bicycle-vehicle crashes
5. Number of pedestrian-vehicle and bicycle-vehicle fatalities

The City will identify funds and create a methodology to collect data related to those performance measures.

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Implementation

(A) ***Advisory Group.*** The City will establish an inter-departmental advisory committee to oversee the implementation of this policy. The committee will include members of Public Works, Planning and Building, Management Services, and Public Safety Departments from the City of South Pasadena.

(B) ***Inventory.*** The City will maintain a comprehensive inventory of the pedestrian and bicycling facility infrastructure integrated with the City's database and will prioritize projects to eliminate gaps in the sidewalk and bikeways networks.

(C) ***Capital Improvement Project Prioritization.*** The City will reevaluate Capital Improvement Projects prioritization to encourage implementation of bicycle, pedestrian, and transit improvements.

(D) ***Revisions to Existing Plans and Policies.*** The City of South Pasadena will incorporate Complete Streets principles into: the City's General Plan, Specific Plans, Urban Design Element; and other plans, manuals, rules, regulations and programs.

(E) ***Other Plans.*** The City will prepare, implement, and maintain a Bicycle Master Plan, a Pedestrian Master Plan, and/or Active Transportation.

(F) ***Storm Water Management.*** The City will prepare and implement a plan to transition to sustainable storm water management techniques along our streets.

(G) ***Staff Training.*** The City will train pertinent City staff on the content of the Complete Streets principles and best practices for implementing the policy.

(H) ***Coordination.*** The City will utilize inter-departmental project coordination to promote the most responsible and efficient use of fiscal resources for activities that occur within the public right of way.

(I) ***Funding.*** The City will actively seek sources of appropriate funding to implement Complete Streets.

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ATTACHMENT G
SPECIAL GRANT CONDITIONS
CLOSEOUT REPORTING POLICY FORM

Grantees are required to establish project goals and to identify basic performance indicators to be collected in order to measure the effectiveness of the projects. Grantees will be asked to collect and submit data and a Closeout Report to LACMTA upon completion of the project. Evaluations will need to be completed before and after projects are constructed. The costs for project evaluation shall be included in the project budget. At minimum, projects will be evaluated for their effectiveness in improving pedestrian and bicyclist safety and enhancing connectivity and mobility. Additionally, projects will be evaluated against the specific goals and objectives established in this program, including those related to innovative partnership and project delivery. Examples of the methods of evaluation are detailed below.

- Safety: Project will aim to improve the infrastructure for pedestrian and bicyclist safety. New safety features will work to reduce vehicle-pedestrian and vehicle-bicyclist crashes and encourage active transportation. Progress towards this goal can be measured by taking pedestrian and bicycle counts. Progress towards this goal also can be evaluated qualitatively through user interface surveys (e.g., assessing perceived safety of walking and bicycling).

- Connectivity/Mobility: Projects will aim to increase the number and percent of people walking or bicycling, and/or accessing transit on foot or bike. Progress towards this goal can be measured by counting the number of pedestrians and bicyclists using the constructed facilities. Bicycle and pedestrian counts should be taken on a mid-weekday and weekend, excluding winter months. The "after" counts should not be taken until six (6) months after the completion of the project. Bicycle and pedestrian count data should be uploaded to the SCAG/Metro Bike Count Data Clearinghouse. Progress towards this goal also can be measured by counting the number of households within a quarter-mile of a low-stress bicycle facility, the number of jobs within a quarter-mile of a low-stress bicycle facility, and the number of destinations (e.g., schools, medical centers, parks, etc.) within a quarter-mile of a low-stress bicycle facility. Progress towards this goal also can be evaluated qualitatively through user interface surveys.

- Project Partnerships and Delivery Approaches: Cycle 1 places a strong emphasis on innovative/experimental project partnerships and delivery. This priority can be evaluated through the assessment of project delivery timelines, as well as compiling and analyzing qualitative input from project sponsors and participants.

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1. Name of Sponsoring Agency or Grantee: City of South Pasadena
2. Contact Name: Ted Gerber
3. Contact Phone: 626-460-6392
4. Contact Email: tgerber@southpasadenaca.gov
5. Project Description: The proposed project will improve overall circulation for vehicle, pedestrian, bus, and bicycle traffic along two major high-volume corridors within the City. It will focus efforts on a broad range of individuals, thereby impacting the most diverse array of user groups, to improve overall equity, safety, and mobility in the City's transportation solutions. The proposed project seeks to upgrade both corridors to better serve the community. The proposed improvements along Huntington Drive include bike facilities, curb ramp improvements for safer pedestrian crossings, high visibility crosswalks that include flashing beacons, and modification of median to install bike facilities and provide refuge island areas for safer crossings. It will also add street fixtures like bus benches, trash receptacles, and bus shelters. The proposed improvements on Fremont Avenue include bike routes, curb ramp improvements, high visibility crosswalks, bike boxes, bike detection systems, and curb extension. Also, advanced warning signage for smooth transition, median island installations at certain intersections to facilitate pedestrian crossings and/or refuge areas, enhanced pedestrian crossing features that include flashing beacons, and street fixtures like bus benches, trash receptacles, and bus shelters.

By signing this form, the agency commits itself to the following:

- Establishing project goals and to identify basic performance indicators to measure the effectiveness of the project, and
- Collecting data and submitting a completed Closeout Report to LACMTA upon completion of the project.

Signature:

DocuSigned by:
H. Ted Gerber
490FB547326D430...

8/16/2022

Ted Gerber
Director of Public Works
City of South Pasadena Public Works

Date

City Council Agenda Report

ITEM NO. 24

DATE: December 17, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Tim Scholefield, Information Technology and Systems Manager

SUBJECT: **CONSIDERATION TO AWARD AN AGREEMENT WITH LAN WAN ENTERPRISE, INC., FOR IT MANAGED SERVICES FOR A THREE-YEAR TERM IN THE AMOUNT NOT-TO-EXCEED $847,836, WITH THE OPTION TO EXTEND THE CONTRACT FOR TWO ADDITIONAL ONE-YEAR EXTENSIONS; AND APPROVAL OF AN AMENDMENT TO THE AGREEMENT WITH ACORN TECHNOLOGY SERVICES FOR INFORMATION TECHNOLOGY SUPPORT SERVICES FOR A ONE-MONTH EXTENSION TO JANUARY 31, 2026**

Recommendation

It is recommended that City Council:

1. Award a 3 year professional services agreement to LAN WAN Enterprise Inc. (Contractor) to provide comprehensive Information Technology managed services to the City for a not-to-exceed amount of $847,836, for a term starting 12/17/2025 and ending 12/31/2028, with the option to extend the agreement twice for an additional one fiscal year per extension, subject to a Consumer Price Index (CPI) increase to the rates and contract value in each fiscal year;
2. Approve of an amendment to the agreement with Acorn Technology Services extending the term and compensation for one-month through January 31, 2026; and
3. Authorize the City Manager, or designee, to execute all related documents.

Executive Summary

The City of South Pasadena is completing a comprehensive review and modernization of its information technology operations. Since 2014, the City has relied on Acorn Technology Corporation for managed IT services. In August 2025, the City engaged RubinBrown LLP to assess the current outsourcing model, evaluate cybersecurity risks, and guide the development of a competitive solicitation for a new Managed Services Provider (MSP). In October 2025, the City further strengthened its internal capacity by hiring an Information Technology & Systems Manager to oversee IT governance, planning, and vendor management.

A Request for Proposals (RFP) for Managed IT Services was released on October 9, 2025, resulting in 13 submissions. Using a weighted evaluation rubric, a review team narrowed the field to four firms for interviews and scenario-based analysis, and ultimately to two finalists for total cost of ownership modeling and reference checks. Through this process, Lan Wan

Enterprise, Inc. emerged as the most qualified MSP based on technical capability, municipal experience, cybersecurity maturity, staffing structure, and overall value to the City.

To ensure a seamless transition to the new provider, the City recommends extending Acorn's existing agreement and compensation by one month, through January 31, 2026. This short extension will allow for coordinated onboarding, secure transfer of systems and credentials, and uninterrupted support of all City departments, including public safety and financial operations. Approval of the new agreement with Lan Wan Enterprise, along with the one-month extension for Acorn, ensures continuity of service while positioning the City for a more secure, reliable, and modern technology environment.

Background

The City has historically relied on contracted services to support its technological needs. Since 2014, Acorn Technology Corporation (Acorn) has provided managed information technology services through a Professional Services Agreement. Under this agreement, Acorn delivers 24/7/365 help desk support, desktop technician services, network administration, system administration, and ongoing maintenance of the City's core technology infrastructure. Acorn Technology Services agreement with the City of South Pasadena concludes December 31, 2025.

On August 20, 2025, City Council approved a Professional Services Agreement with RubinBrown LLP., to provide cybersecurity assessment and remediation management, interim IT leadership services, and MSP selection services to assist with the RFP process.

In October 2025, the City of South Pasadena hired an internal Information Technology & Systems Manager to provide strategic oversight of the City's technology environment and guide the modernization of IT operations. During this same month, the City issued a Request for Proposals (RFP) for comprehensive Information Technology Managed Services to evaluate competitive options for long-term support of the City's infrastructure, cybersecurity posture, and end-user service delivery.

Analysis

A Managed Services Provider (MSP) is a professional technology firm that delivers comprehensive, ongoing support for an organization's information systems. An MSP acts as an extension of internal staff by proactively monitoring and maintaining computers, servers, networks, cloud services, and cybersecurity tools to ensure they remain secure, reliable, and up to date. Typical services include help desk and desktop support, system administration, patching and software updates, network monitoring, user account management, oversight of data backup, and rapid response to technical issues.

In addition to day-to-day operations, MSPs provide strategic guidance and technical expertise for larger initiatives such as modernizing infrastructure, strengthening cybersecurity controls, improving business continuity and disaster recovery readiness, and planning for future technology investments. This model allows the City to maintain a stable and secure technology environment without the cost of hiring multiple full-time specialists across disciplines such as networking, systems engineering, security operations, cloud administration, and project management.

It is best practice to periodically evaluate managed IT services to ensure that the City's evolving operational, cybersecurity, and compliance needs are being met. To support this

effort, the City engaged RubinBrown LLP to conduct an independent assessment of the existing outsourcing agreement with Acorn and to review the City's IT operations, staffing model, and service requirements at a high level. RubinBrown's scope included analyzing service quality, risk exposure, contract structure, and industry alignment in preparation for developing a new competitive solicitation.

A key recommendation from this assessment was that the City establish clear leadership and governance for technology planning, vendor management, and long-term modernization. In alignment with this recommendation, the City hired an internal Information Technology & Systems Manager in October 2025. The next step was to review the City's MSP service provider by developing and issuing a formal solicitation.

Procurement Process

Working collaboratively with RubinBrown, the new Manager prepared the scope of service requirements to ensure the RFP reflected current and future municipal needs, and established evaluation criteria emphasizing cybersecurity maturity, service quality, pricing transparency, and municipal experience.

On October 9, 2025, the RFP was posted to the City's formal procurement management platform, PlanetBids. The solicitation remained open for bidder questions through October 30 and closed on November 13, 2025. The City received 13 proposal submissions. A small review team was assembled to evaluate the responses and determine which firms were both responsive to the RFP requirements and responsible in their demonstrated ability to provide services. The following table identifies the 13 proposals received:

Firm	Estimated Annual Cost	Responsive? (Y or N)
Acorn	$315,840	Y
Adapps	Unknown	N
Binary Code	$258,000	Y
Consultadd	$296,870.25	Y
Giga Green	Unknown	N
Intelesys	$475,464	Y
Knight Communications	$298,200	Y
Lan Wan Enterprise	$282,612	Y
LanceSoft	$300,000	Y
M2	$1,048,500	Y
SDI Presence	$262,020	Y
Secure Techies	$264,000	Y
Team SecureInTech	$633,000	Y

Each proposal was scored using a weighted rubric across major service categories, including help desk operations, network management, data management, cybersecurity, procurement support, and project planning. Additional scoring consideration was given to pricing transparency and vendor references/reputation.

From the 13 proposals, the review team narrowed the candidate pool to four leading firms. Clarification questions, comments, and scenario-based examples were prepared for each

finalist, and oral interviews were conducted. Following the interviews, two firms remained under consideration. The City then performed a total cost of ownership (TCO) analysis using representative project scenarios, along with reference checks for both finalists.

Through this comprehensive evaluation, LAN WAN Enterprise, Inc. emerged as the most qualified Managed Services Provider for the City. Their technical capabilities, municipal experience, cybersecurity maturity, staffing model, and cost structure collectively offered the strongest alignment with the City's operational requirements and long-term modernization goals. The selection of LAN WAN Enterprise positions the City to strengthen service reliability, enhance security, and support a more proactive, strategic IT environment.

Recommended Vendor

LAN WAN Enterprise, Inc. is a municipal-focused Managed Services Provider with more than 23 years of experience and 19 years supporting Southern California cities, police departments, and public works agencies. As a Women-Owned Small Business headquartered in Irvine, the firm operates a 24×7 Network and Security Operations Center (NOC/SOC) staffed by 23 service desk technicians, field engineers, systems and network engineers, cybersecurity specialists, and virtual Chief Information Officer (vCIO)-level advisors. Their service model is built for municipal operations, emphasizing clear SLAs, on-site Tier 1 coverage, lifecycle budgeting, and transparent reporting to support reliable day-to-day operations.

LAN WAN applies CJIS-aligned workflows, including fingerprinting, background checks, and Level 4 CJIS training for all personnel; all technicians working with police systems are CLETS-certified. LAN WAN also holds California C7 (low-voltage) and C10 (electrical) contractor licenses, enabling the firm to design, install, and support critical infrastructure such as citywide Wi-Fi, cameras, network systems, and Smart City technologies. This integrated capability provides the City with a single accountable partner for both IT operations and infrastructure-level projects.

With the selection of Lan Wan Enterprise as the City's next Managed Services Provider, a short transition period is necessary to ensure continuity of operations and a secure handoff of systems, credentials, documentation, and support responsibilities. Because managed services touch every department and include critical public safety, financial, and infrastructure systems, an abrupt changeover could introduce operational risk. Extending Acorn's agreement for one additional month allows both providers to coordinate onboarding and knowledge transfer, complete required security and access procedures, validate backup and network configurations, and ensure that the City experiences no disruption in daily services. This brief extension provides a structured and orderly transition while positioning Lan Wan for full-service launch with minimal risk to City operations.

Fiscal Impact

At this time, there is no appropriation of funds required. There are sufficient funds in Account No. 101-3010-3032-8170 (IT-Professional Services) to cover the proposed agreement and amendment for $191,270.75, as staff included funds for these purposes during the Fiscal Year 2025-2026 budget year.

If the proposed agreement is approved, staff will budget funds accordingly in the following fiscal years, with the approved contract term.

Attachment:

Attachment No. 1 - Proposed Professional Services Agreement - Lan Wan Contract for IT Managed Services Provider 2025
Attachment No. 2 - Lan Wan Contract for IT Managed Services Provider 2025 - Exhibit A
Attachment No. 3 - Lan Wan Contract for IT Managed Services Provider 2025 - Exhibit B
Attachment No. 4 - Proposed Amendment No. 6
Attachment No. 5 - Amendment No. 5
Attachment No. 6 - Amendment No. 4
Attachment No. 7 - Amendment No. 3
Attachment No. 8 - Amendment No. 2
Attachment No. 9 - Amendment No. 1
Attachment No. 10 - Professional Services Agreement - Acorn Technology Services

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

City of South Pasadena /LAN WAN Enterprise, Inc.

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into as of December 17, 2025 by and between the City of South Pasadena, a California municipal corporation ("City"), and LAN WAN Enterprise, Inc. ("Consultant").

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: Information Technology Managed Services Provider.

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"; Attached herein as Exhibit A.

3.2. "Agreement Administrator": The Agreement Administrator for this project is Tim Scholefield, IT Manager. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This

fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Eight Hundred Forty-Seven Thousand, Eight Hundred Thirty-Six Dollars ($847,836.00).

3.5. "Commencement Date": December 17, 2025.

3.6. "Termination Date": December 31, 2028.

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 16 ("Termination") below. The City of South Pasadena's City Manager shall have the option to extend this Agreement for two (2) additional one (1) year terms, subject to the same terms and conditions contained herein, by giving Consultant written notice of the exercise of this option at least thirty (30) days prior to the expiration of the Term or any extension thereof.

5. CONSULTANT'S DUTIES

5.1. **Services**. Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

5.2. **Coordination with City**. In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.

5.3. **Budgetary Notification**. Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditure 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. Dave Miller 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 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: Information Technology Managed Services Provider.
- Documentation of Best's rating is 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. 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 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 insurance policies 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 coverage. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Office of the City Clerk, 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

Todd Hileman, City Manager
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Phone: 626 403-7212
Fax: 626 403-7241

If to Consultant

Rami Dababneh, Executive Vice President
LAN WAN Enterprise, Inc.
17500 Red Hill Ave.,
Ste. 120, Irvine, CA 92614
O: (949) 955-2451 • M: (714) 393-2264
ramid@lanwane.com • www.lanwane.com

With courtesy copy to:

Roxanne M. Diaz
South Pasadena City Attorney
Richards, Watson & Gershon
350 S. Grand Ave, 37th Floor
Los Angeles, CA 90071
Phone: 213-626-8484
Fax: 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 here from shall be effective and binding only if made in writing and executed on by City and Consultant.

17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.

17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

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

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

18. GENERAL PROVISIONS

18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.

18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.

18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.

18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places available to employees and applicants for employment, the provisions of this nondiscrimination clause.

18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

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

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

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

"City" City of South Pasadena	"Consultant"
By:_____ Todd Hileman City Manager	By:_____ Rami Dababneh Executive Vice President

Attest:

By:_____
Mark Perez
Acting Chief City Clerk

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

LAN WAN Enterprise | IT Solutions 844-526-9263

Focus on what you do best and we'll do the rest.



Proposal for

I.T Services Managed Services Provider

Request No. CM25-02

Exhibit A

City of SOUTH PASADENA

Joan Powe
Procurement Contracts Admin
1414 Mission Street
South Pasadena, CA 91030
626-403-7316
jpowe@southpasadenaca.gov

LAN WAN Enterprise, Inc.
17500 Red Hill Ave., Ste. 120, Irvine, CA 92614
www.lanwane.com | info@lanwane.com
(844) LAN-WAN-E • (844) 526-9263

LAN WAN Enterprise IT Solutions

Cover Letter

Date: November 10, 2025

Attn: Joan Powe, Procurement Contracts Administrator
City of South Pasadena
1414 Mission Street, South Pasadena, CA 91030

Dear Ms. Powe,

LAN WAN Enterprise, Inc. is pleased to submit this proposal in response to **RFP No. CM25-02 – Information Technology Managed Services Provider.** We bring **23+ years** of MSP experience, with **19 years supporting local municipalities and public safety agencies** across Southern California. Our approach emphasizes **proactive support, CJIS-aligned security**, and fiscal discipline tailored to cities like South Pasadena—full-service organizations balancing public safety, administration, library and community services.

We are deeply familiar with environments like yours (per RFP): ~160 endpoints, ~150 mobile devices, 27 virtualized servers on 6 hosts, and 90+ network devices spanning Dell, Meraki, Cisco, SonicWall, EtherWan and Ubiquiti, integrated with Microsoft 365 GCC, VPN, Dispatch, and other line-of-business systems.

Exhibit A

Authorized Negotiator & Signatory
Rami Dababneh, Executive Vice President
LAN WAN Enterprise, Inc.
17500 Red Hill Ave., Ste. 120, Irvine, CA 92614
O: (949) 955-2451 • M: (714) 393-2264
ramid@lanwane.com • www.lanwane.com

We acknowledge all addenda posted to PlanetBids and confirm proposal validity for **180 days** from November 13, 2025. LAN WAN **accepts the City's Sample Professional Services Agreement**. Required proposal forms are completed and included in the Appendices for PlanetBids submittal.

We appreciate the opportunity to partner with the City to deliver reliable, secure and value-driven IT services. We certify the accuracy of the information herein.

Sincerely,
Rami Dababneh, Executive Vice President
Rami Dababneh

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SECTION 1

Qualifications, Experience

Exhibit A

1.1 Firm Profile & Fit for the City of South Pasadena

23+ years MSP • 19 years serving SoCal cities & public safety • WOSB • 24×7 NOC/SOC• 23 Staff and growing

LAN WAN Enterprise is a municipal-first MSP with 23+ years of delivery and 19 years supporting Southern California city halls, police and public works. As a WOSB headquartered in Irvine, we operate a 24×7 NOC/SOC and a full bench of service desk, field services, systems/network engineering, cybersecurity, and vCIO talent. Our team is built for local government realities clear SLAs, on-site Tier 1 coverage, lifecycle budgeting, and transparent reporting so cities get reliable operations without enterprise overhead.

Security is our starting point, not an add-on. We are one of the few MSPs with **two in-house EC-Council Certified Ethical Hackers (CEH)** a **U.S. Department of Defense recognized** credential, who lead our Security team, vulnerability management, and secure architecture for public-safety and municipal systems. Our stack combines **EDR/XDR on every endpoint**, a **24×7 SOC–backed SIEM**, and continuous internal/external **vulnerability scanning** with remediation SLAs. We enforce **zero-trust controls** (MFA, conditional access, least-privilege/PAM) and harden **Microsoft 365 GCC.**

Exhibit A

For police networks we apply **CJIS-aligned workflows** (fingerprinting/backgrounds & CJIS Security Awareness training), **segmented networks**. Data protection follows a **3-2-1 backup strategy with immutable copies** and **quarterly test-restores** documented for audit.

All technicians and senior engineers are **CLETS-certified** and complete Level 4 CJIS Security Awareness training annually.

The City receives dashboards for tickets, assets & SLA monitoring. We carry $2M cyber liability, align to **NIST CSF** and **CIS Controls**, support **CJIS/PCI-DSS/HIPAA** as applicable, and deliver ongoing **security awareness & phishing resilience training,** making security measurable, compliant, and municipal-ready from day one.

State-Licensed Electrical (C7 & C10) — Why it matters for cities & public safety
LAN WAN Enterprise is a California State licensed C7 (Low Voltage) and C10 (Electrical) contractor. For a municipal MSP, It gives the City one accountable team to design, power, install, and support critical systems , Citywide WiFi, Camera Solutions or Smart City Solutions

1.2 Financial/Legal Status

No bankruptcies, >$25k litigation (past 5 yrs), or delivery-impacting M&A; audited financials confirm stability for multi-year municipal work.

1.3 Relevant Municipal Experience

1.3.1 Current municipal staffing MSP contracts

The engagements below represent our current municipal staffing MSP contracts, with the on-site staffing levels we actively provide today. Each program includes a dedicated full-time or scheduled on-site technician, pooled Tier 2/3 engineering and vCIO coverage, and 24×7 NOC/SOC monitoring. On-site hours shown are the baseline weekly commitments we manage for these cities & Agencies scaling up for projects, public safety priorities, and emergencies while maintaining CJIS-aligned practices and documented SLAs.

Exhibit A

Client	Service Scope	Start Date
City of Bell Gardens & PD	All-inclusive IT services: vCIO, NOC/SOC, cybersecurity 24/7 management, on-site coverage, 80 hrs/week	**2006 – Present**
City of Adelanto	All-inclusive IT services: vCIO, NOC/SOC, cybersecurity 24/7 management, on-site coverage, 80 hrs/week	**2018 – Present**
City of Lomita	All-inclusive IT services: vCIO, NOC/SOC, cybersecurity 24/7 management, on-site coverage, 24 hrs/week	**2025 – Present**
City of Yucaipa	Full managed services; vCIO; NOC/SOC; on-site tech support 16 hrs/week	**2021 – Present**
City of San Gabriel	Co-managed network modernization, assess, build, harden and on-site support.	**2021 – Present**
City of Cypress	Co-managed network modernization, assess, build, harden and on-site support.	**2024 – Present**
Rosebowl Stadium Pasadena	All-inclusive IT services: vCIO, NOC/SOC, cybersecurity 24/7 management, Events on-site coverage, Olympics 2028	**2025 - Present**

1.3.2 Specialized Projects for other government agencies

In addition to our long-term MSP contracts, LAN WAN Enterprise has successfully executed a wide array of specialized public safety and infrastructure projects for major agencies, including:

Client	Service Scope
City of Tustin	Comprehensive Network Infrastructure Assessment
City of Gardena	Integrated Network & Cybersecurity Assessment
City of Lynwood	Recreation Parks WiFi Indoor and Outdoor
City of San Marino	Network Assessment
City of Wildomar	Full managed services and onsite support
City of Adelanto	Outdoor AI Video Analytics & License Plate Recognition Systems
City of Huntington Park	Citywide public Wi-Fi network design & implementation (12,000 residents)
City of Bell Gardens	Installation & Maintenance of New AV System, with Support for Council and Commission Meetings Including Translations and Online Streaming

Exhibit A

LAN WAN Enterprise is also trusted to deliver **complex technology initiatives** for cities and municipalities, backed by our long history of successful engagements with government agencies. Beyond technical execution, we bring the full perspective of a **Virtual CIO,** aligning IT strategy with city goals, **ensuring fiscal budgeting discipline**, and planning effectively for future budget years to maximize long-term value and sustainability.

1.3.3 Specialized Projects for Public Safety and Law Enforcement

In addition to our long-term MSP contracts, LAN WAN Enterprise is an MSI (Motorola Solutions) Partner and a Premier Motorola Avigilon Partner, delivering specialized public safety and critical infrastructure projects, LPR and video analytics, 911/dispatch A/V, radio network hardening for major agencies across Southern California.

Client	Service Scope	Project Year
LAPD	Upgraded 911 dispatch consoles	2024
Orange County Sheriff	Radio system upgrades across 7 simulcast RF sites	2024
Riverside Sheriff	Modernized 911 dispatch centers for 13 police departments	2024
LAX Airport	Dispatch center infrastructure overhaul	2023
UCI	Radio center infrastructure upgrade	2023
Bell Gardens PD	Zero fault tolerance for CAD/RMS operations	2020
Costa Mesa Sanitary District	Disaster recovery site with dark fiber + 8-hour EOC backup	2021
City of Adelanto	Water/sewer surveillance + LPR systems using Motorola Avigilon	2025
Corona Police Department	Various security infrastructure and upgrades for 911 dispatch consoles	2024
Desert Hot Springs Police Department	Various security infrastructure and upgrades for 911 dispatch consoles	2024
Banning Police Department	Various security infrastructure and upgrades for 911 dispatch consoles	2024
Cathedral City Police Department	Various security infrastructure and upgrades for 911 dispatch consoles	2024

Exhibit A

Client	Service Scope	Project Year
Murrieta Police Department	Various security infrastructure and upgrades for 911 dispatch consoles	2024
Beaumont Police Department	Various security infrastructure and upgrades for 911 dispatch consoles	2024
Indio Police Department	Various security infrastructure and upgrades for 911 dispatch consoles	2024
Santa Maria Police Department	Various security infrastructure and upgrades for 911 dispatch consoles	2024
Azusa Police Department	Various security infrastructure and upgrades for 911 dispatch consoles	2024
Burbank Police Department	Various security infrastructure and upgrades for 911 dispatch consoles	2024
Glendora Police Department	Various security infrastructure and upgrades for 911 dispatch consoles	2024
Blythe Police Department	Various security infrastructure and upgrades for 911 dispatch consoles	2024
City of Bell Police Department	Various security infrastructure and upgrades for 911 dispatch consoles	2024
Hemet Police Department	Various security infrastructure and upgrades for 911 dispatch consoles	2024
Palm Springs Police Department	Various security infrastructure and upgrades for 911 dispatch consoles	2024
Riverside Police Department	Various security infrastructure and upgrades for 911 dispatch consoles	2024
Torrance Police Department	Various security infrastructure and upgrades for 911 dispatch consoles	2024

Exhibit A

These projects required deep technical expertise in Microsoft, Cisco, Motorola, Veeam, and Avigilon ecosystems—tools that are fully aligned with the City of South Pasadena's IT landscape.

1.4 Service Plan for Transition to Full Operation

LAN WAN has extensive expertise in transitioning and onboarding new clients by thoroughly mapping out existing environments and coordinating knowledge transfer from the outgoing MSP. We begin by assembling detailed information on custom configurations, workflows, tickets, credentials, and licenses through collaborative discovery sessions. Our technical teams use industry-leading tools such as N-able, 1Password, and HUDU to gather and organize operational data, validate network assets, and prepare for smooth handover.

By focusing on open communication between stakeholders, credential protection, and thorough documentation, LAN WAN ensures that the transition is not solely reliant on the former provider. Instead, we build an independent, comprehensive understanding of your network, covering everything from password rotation and firewall configurations to standard operating procedures, so we can take over seamlessly and keep your operations running without interruption.

Exhibit A

Target Start Date: *Dec 1, 2025 per RFP Q&A (For demonstration only)

1.0 Knowledge Transfer & Incumbent Coordination (Dec 1–2)

sions: Meet with the outgoing MSP to collect custom configurations, historical tickets, specialized workflows, etc.

Handover of Credentials: Secure existing network diagrams, admin credentials, license keys, and vendor contracts Via a Password Vault (Using Secure & Encrypted Password vaults)

2.0 Operational Data Gathering (Dec 3–5)

Inventory & Asset Validation: Use tools like N-able to auto-discover network devices (switches, routers, firewalls, printers).

AD & Licensing Audit: Verify domain controllers, group policies, user accounts, Office 365 seat allocations, and SQL CAL usage.

Legacy System Check: Identify any end-of-life software/hardware needing immediate attention.

3.0 Tool Installation & Integration (Dec 8–12)

RMM Automate: Deployed for endpoint patch management and monitoring.
N-able for Network Monitoring: Baseline bandwidth, switch utilization, link stability.
1Password: Centralize privileged credentials, controlling access by authorized staff only.
HUDU Tool: Prepare or migrate existing documentation for quick retrieval (network topologies, SOPs).

4.0 Password Security Enhancement (Dec 15–16)

Password Rotation: Replace all publicly accessible accounts, especially those managed by the incumbent MSP.
VLAN Validation: Review firewall rules, NAT, VLAN segmentation, ensuring no stale configurations remain.

5.0 Documentation & SOP Setup (Dec 17–19)

HUDU Build-Out: Consolidate network diagrams, user provisioning scripts, vendor contacts, and standard procedures.
Service Desk SOP: Formalize ticket escalation paths, after-hours on-call instructions, and standard response times in ConnectWise Manage.

Exhibit A

6.0 Initial System Assessment (Dec 22–23)

Performance Benchmarks: Evaluate resource usage, identify potential bottlenecks, confirm backup schedules.

7.0 Staff Training & Familiarization (Dec 29)

LAN WAN Team Onboarding: Internal knowledge sessions to ensure engineers understand the City's environment, departmental priorities, and typical issues.
City User Orientation: Brief staff on new help desk contact info, ticketing procedures, and expected SLAs.

8.0 Final Configuration & Testing (Dec 30)

9.0 Go-Live & Post-Go-Live Support (Dec 31 and Beyond)

Formal Handoff: LAN WAN Enterprise officially assumes all IT operations, including 24/7 monitoring and help desk coverage.

Citywide Client Package: LAN WAN will distribute an onboarding package to all City staff introducing our team and outlining how to submit IT tickets, escalation process and service levels, onsite engineer contact, dispatch management, and escalation points for urgent issues.

*Date used for illustrative purposes only to outline our proposed transition strategy

Transition to Full Operations – City of South Pasadena

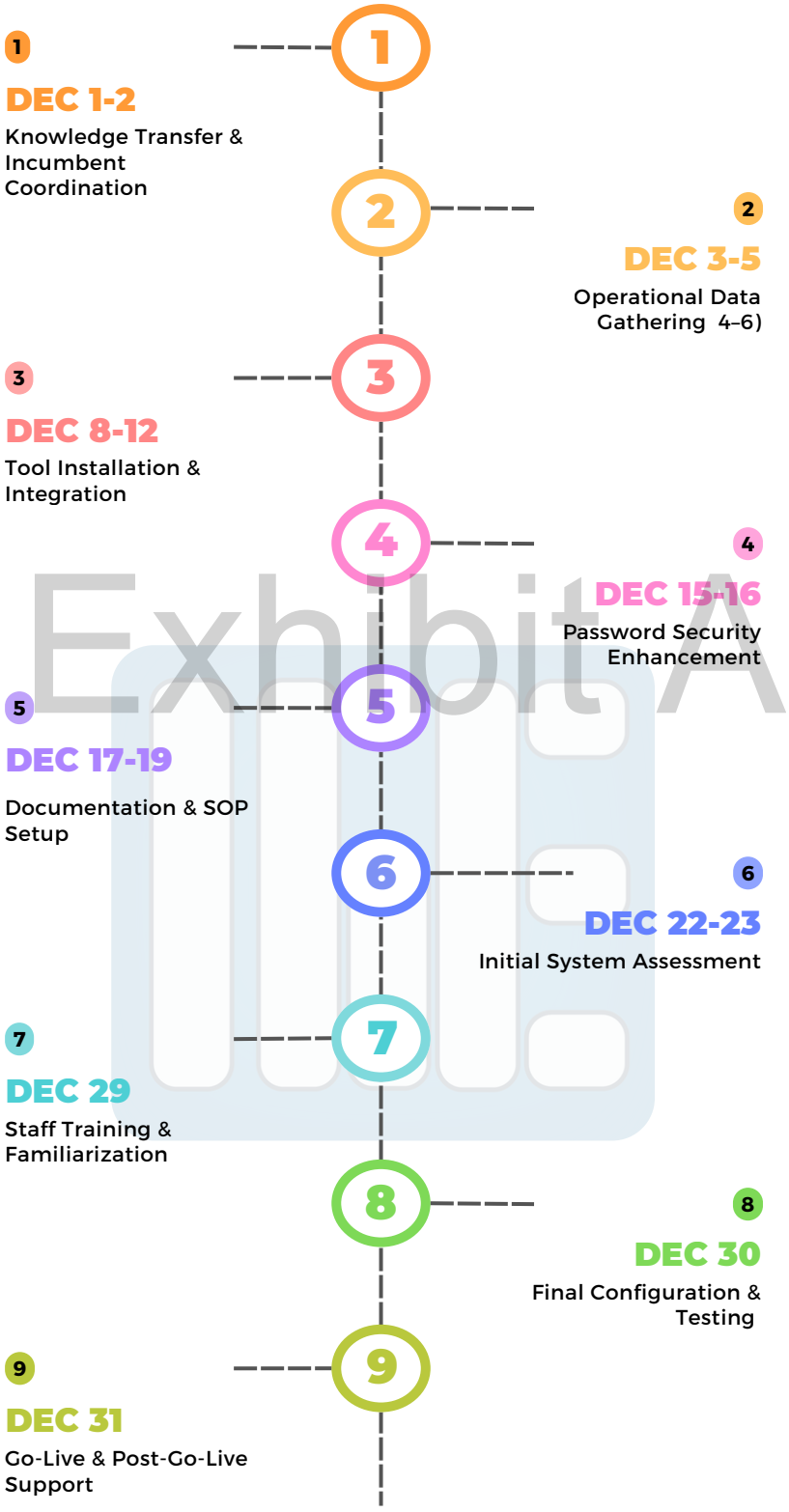


Exhibit A

1.5 Response Time Expectations - SLA

Severity Level	Definition	Response Time	Resolution Goal
Critical	A critical issue that disrupts the organization's core operations, severely impacting the ability to deliver essential services or conduct business. No viable workarounds are available.	Immediate	30 mins
Urgent	An urgent incident that affects multiple users or departments and poses a significant risk to business operations. The situation lacks an immediate workaround, necessitating prompt attention.	15 Minutes	1-2 hours
Routine	Incidents with a moderate impact that can be localized, where a workaround is feasible and can be implemented quickly.	1 Hour	2-4 hours
General	Low-impact incidents involving a single user or issue with minimal disruption, including advisory questions, software requests, routine maintenance, and scheduled tasks.	2-4 Hour	4-6 hours

Exhibit A

SECTION 2

Proposed Staffing & Project Organization

Exhibit A

2.1 IT Services Team Qualifications and Experience

LAN WAN Enterprise IT Solutions is pleased to present our proposal to provide comprehensive IT Managed Services to the City of South Pasadena. With a proven track record of **supporting public sector organizations such as municipalities and law enforcement agencies since 2006**, we bring a wealth of experience and expertise to ensure that the City's IT infrastructure is strong, secure, and future-ready. Our approach is tailored to the City of South Pasadena's specific requirements, ensuring a smooth transition to enhanced IT services while maintaining cost efficiency and high service standards.

2.2 Experience Working with Public Agencies and Similar Assignments

LAN WAN Enterprise has been a trusted provider of comprehensive technology solutions in Southern California since 2002, specializing in delivering reliable and professional IT services. We have a strong track record of partnering with local government agencies, offering customized IT solutions tailored to meet the specific needs of public sector operations.

Exhibit A

Our strengths include:

- Proven Track Record: We have maintained city contracts since 2006, which are still active today. This long-standing relationship is a testament to the high quality of our services and the consistency of our deliverables.
- Unmatched Security: We proudly employ full-time, in-house Certified Ethical Hackers, ensuring our security systems have the longest continuous operational history in the field.
- Expert Team: Our professionals are highly trained across all IT disciplines.
- Certified and Secure: All team members are DOJ CLETS certified and have undergone Live Scan background checks.
- Rapid Response: We never talk in terms of days our response times are measured in minutes or just hours, ensuring your IT needs are addressed promptly.

2.3 Project Organization Chart (Key Personnel and Roles for South Pasadena)

At Lan Wan Enterprise, we apply our **"2-2-1" rule** to ensure comprehensive coverage at every level, guaranteeing no single point of failure. Below is a concise overview of our Points of Contact for the City of South Pasadena:

Dave Miller (Operations Manager / Account Owner)

- Provides executive oversight for all City of South Pasadena IT services, supervising both onsite and senior engineering staff.
- Ensures service delivery quality, SLA compliance, and strategic alignment between LAN WAN Enterprise and City leadership.
- Acts as the primary escalation point for City executives, guaranteeing that any issues beyond day-to-day operations receive immediate attention and resolution.
- Oversees contract performance, staffing allocation, and long-term planning across all municipal accounts.

Jesse Rich (Senior Network Admin / Solutions Architect / Certified Ethical Hacker).

- Leads the City's cybersecurity and compliance initiatives, including PCI, CIS, and NIST audits and assessments.
- Performs ethical hacking and penetration testing to identify and close vulnerabilities before they can be exploited.

Nick Oweis (Senior Network Engineer, Certified Ethical Hacker)

- Serves as Jesse's backup, ensuring that if Jesse is unavailable, senior-level network support remains uninterrupted.

Adam Dababneh (Network Administrator; Primary Dedicated Onsite Tech)

- Acts as the City's primary IT liaison and trusted onsite account manager, ensuring alignment between City staff needs, IT operations, and LAN WAN's managed services.
- Serves as the main onsite IT technician, 32 hours per week (4 days × 8 hrs/day).
- Oversees day-to-day user support, troubleshooting, and hardware/software installations.

Jason Lopez (System Administrator)

- Serves as part of LAN WAN's 2-2-1 staffing model for South Pasadena, ensuring continuity of service and knowledge redundancy.

*Staffing Availability:
LAN WAN Enterprise will provide the proposed personnel to support the City. If the selection timeline extends, staff assignments may change, but replacements will have equal or greater qualifications to ensure seamless service.

2.4 Identification of Experience of Principal Staff Members

Adam Dababneh (Primary\ Dedicated Onsite Support)
System/Network Administrator with 7+ years of IT experience, including the last 2 years fully dedicated to supporting local municipalities. Currently serves as the onsite lead for the City of Adelanto, and previously supported the City of Bell Gardens. Adam has also contributed to multiple municipal and law enforcement technology projects, gaining hands-on expertise in city operations, public safety systems, and end-user support in government environments.

Jason Lopez (System Administrator / Backup to Adam Dababneh)
System Administrator with 5+ years of IT experience supporting municipal networks, user environments, and endpoint security. Serves as a secondary onsite resource under LAN WAN's 2-2-1 staffing model, ensuring continuity of service, redundancy in account knowledge, and reliable backup coverage for the City.

Jesse Rich
Solutions Architect with 17+ years of experience across Windows Servers, Network Security, Cloud Solutions, and extensive work with law enforcement agencies.

Dave Miller
Operations Manager with over 22+ years of experience in network systems administration, service delivery management, and MSP operations.

Nezar Oweis
Senior Network Systems Engineer with 34+ years of enterprise IT experience, specializing in server administration, security, backup systems, and network design.

Exhibit A

2.5 Points of Contact for City of South Pasadena 2-2-1 Rule

Primary

Backup



Dave Miller
Operations\Account Manager
DaveM@lanwane.com
949-955-2451, Ext. 102



Jesse Rich
Solutions Architect \ Ethical Hacker
JesseR@lanwane.com
949-955-2451, Ext. 108



Nick Oweis
Senior Network Engineer
NezarO@lanwane.com
949-955-2451, Ext. 112



Adam Dababneh
System\Network Administrator
ADamD@lanwane.com
949-955-2451, Ext. 119



Jason Lopez
System Administrator
JasonL@lanwane.com
949-955-2451, Ext. 110

Exhibit A

SECTION 3

Exhibit A

REFERENCES

3.0 Municipal Client References

These Local Public Agency references reflect engagements similar in size and complexity to South Pasadena, including full-time on-site coverage and 24×7 support. The City may contact them to verify scope, service quality, and outcomes.

Reference #1
- Title: City Manager
- Agency Name: City of Bell Gardens
- POC Name: Michael B. O'Kelly
- Email: mokelly@bellgardens.org
- Phone: (562) 806-7702

Reference #3
- Title: Finance Director
- Agency Name: City of San Gabriel
- POC Name: Will Kaholokula
- Email: wkaholokula@sgch.org
- Phone: (626) 457-4610

Reference #3
- Title: Assistant City Manager
- Agency Name: City of Yucaipa
- POC Name: Jennifer Crawford
- Email: jcrawford@yucaipa.gov
- Phone: 909-797-2489 Ext. 236

Reference #4
- Title: Assistant City Manager.
- Agency Name: City of Lomita
- POC Name: Lina Hernandez
- Email: lina.hernandez@lomitacity.com
- Phone: 325-325-7110 Ext. 151.

Reference #5
- Title: Police Chief
- Agency Name: Bell Gardens PD
- POC Name: Paul Camacho
- Email:pcamacho@bgpd.org
- Phone: (562) 806-7690

Exhibit A

SECTION 4

Exhibit A

Cost

Cost Proposal

At LAN WAN Enterprise, we believe in providing transparent and straightforward pricing that eliminates the complexities often associated with IT billing. Our business model is designed to offer comprehensive, all-inclusive services that ensure predictability and consistency, so you never have to worry about unexpected costs or hidden fees. **We do not charge per device nor per user nor for any growth of the City, it's a lump sum to simplify budgeting and financial planning.**

We understand the frustration that can arise from unclear billing practices, which is why our pricing structure is built to provide clarity and peace of mind. By offering a predictable, fully-inclusive model, we ensure that your IT needs are fully covered, allowing you to focus on what matters most without financial surprises or discrepancies.

One Onsite Support
City Locations

Exhibit A

Onsite support provided by One System/Network Administrator during City of South Pasadena's Hours of operation

helpdesk support that will ensure immediate and effective resolution of IT issues, with a focus on front-end user support, application support, network management, Backup and backend network support.

City Locations :

- City Hall: 1414 Mission Street
- Fire Department: 817 Mound Avenue
- Police Department: 1422 Mission Street
- Library: 1100 Oxley Street
- Senior Center: 1102 Oxley Street
- Community Services: 815 Mission Street
- Multiple Public Works Facilities

Service Type	Days\Week	Cost
Full Time Tier-1 Onsite Tech 40 hrs/week (Mon–Fri)	5 Days 8 hours per day	Included
End-to-end onboarding & cutover from incumbent MSP	One Time	Included
Client Success Manager (Hybrid)	As needed	Included
Escalation Systems\Security Engineer(Hybrid)	As Needed	Included
Senior engineer escalation support when on-site technicians require advanced expertise.	As Needed	Included
Help desk: 24×7×365 coverage for Fire and Police & City	24/7/365	Included
Remote Emergency Response (After-Hours)	24/7/365	Included
Endpoint Monitoring & Management (Workstations, WiFi APs, Firewalls, Switches, Printers)	24/7/365	Included
NOC/SOC Services	24/7/365	Included
Backup and DR Services	24/7/365	Included
vCIO financial budgeting & fiscal year IT planning.	As Needed	Included
vendor coordination, license Mgmt, Public Requests	As Needed	Included
IDT (Information and Digital Transformation) committee meeting & Quarterly Business Reviews	As Needed	Included
Complete IT Infrastructure and Cyber Security Assessment	One Time	Included
All-Inclusive Monthly Cost Services		**$19,000**

Exhibit A

*Proposal is valid for 180 days from the date of submittal

Section 1 – Base Services (Comprehensive Managed IT Services)

Year	Included Services	Monthly Fee	Annual Fee
Year 1 (Dec 2025 – Nov 2026)	40 hrs/week onsite + 24/7 remote support (helpdesk, NOC/SOC, vCIO, vendor coordination, license management)	$19,000	**$228,000**
Year 2 (Dec 2026 – Nov 2027)	40 hrs/week onsite + 24/7 remote support (helpdesk, NOC/SOC, vCIO, vendor coordination, license management)	$19,000	**$228,000**
Year 3 (Dec 2027 – Nov 2028)	40 hrs/week onsite + 24/7 remote support (helpdesk, NOC/SOC, vCIO, vendor coordination, license management)	$19,000	**$228,000**

Exhibit A

Section 3 – Hourly Rates (Out-of-Scope / After-Hours / Emergency Services)

The hourly rates below are provided for transparency. South Pasadena operates a hybrid environment with on-premises virtual infrastructure and cloud services. All services defined in the RFP scope are included in our fixed monthly fee—we do not bill hourly for in-scope work.

Hourly rates apply only to:

- Out-of-scope efforts authorized by the City (e.g., capital projects, construction/cabling, non-standard software, major hardware refreshes, Major network infrastructure overhaul, special event support).
- Emergency response for issues outside the contracted scope.

We use a single blended hourly rate to keep municipal billing predictable and audits simple—no tier markups, fewer change orders, and faster approvals (especially in emergencies).

For clarity in City procurement, out-of-scope work is billed at one blended rate across engineering tiers, eliminating role disputes and reducing administrative overhead.

Exhibit A

Service Type	Blended Hourly Rate (all levels of support)
Standard Hourly (M–Th, business hours)	$150
After-Hours (Evenings/Weekends/Holidays)	$185
Emergency Response	$185

Exhibits A

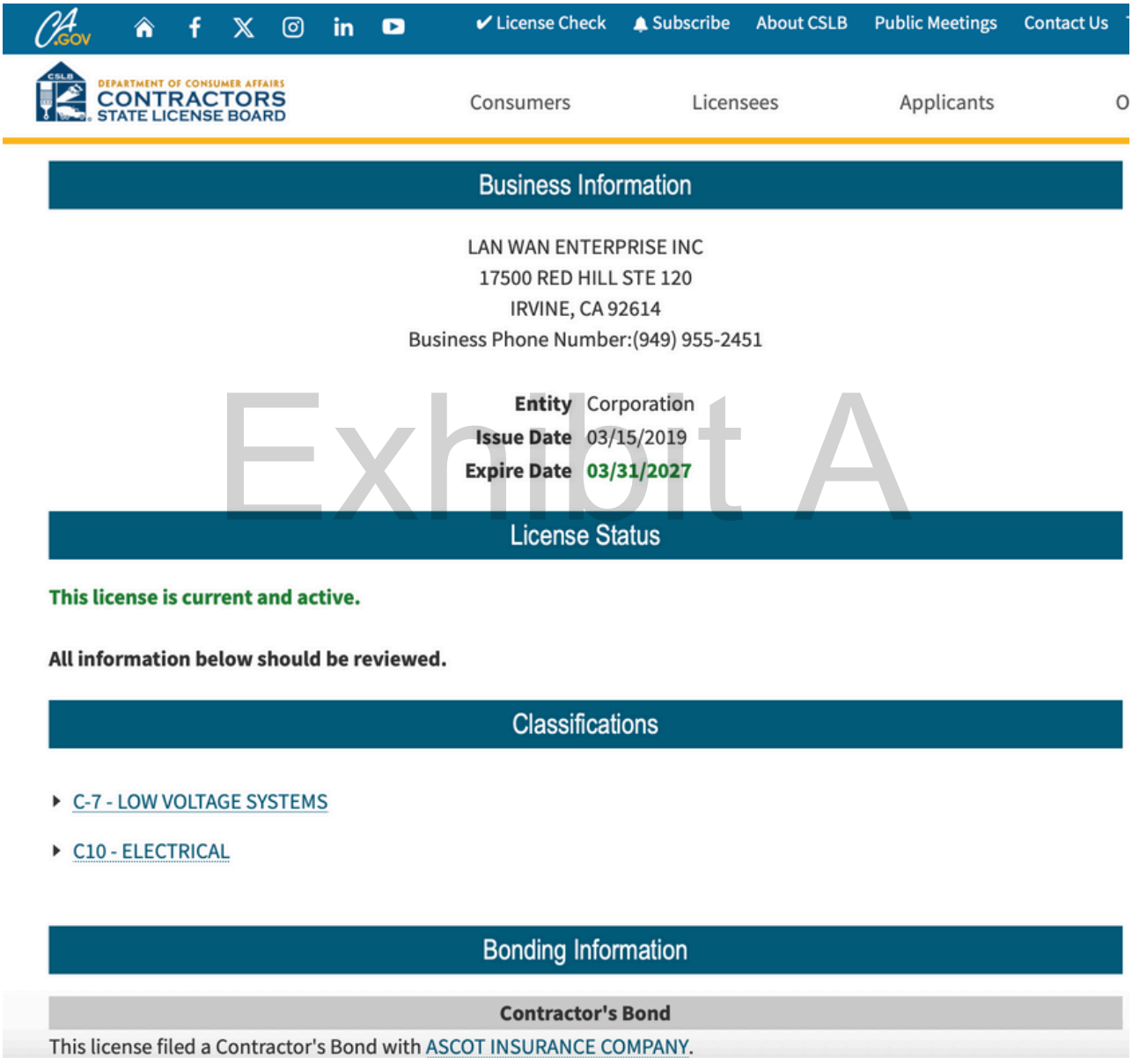
Exhibit A -Certifications

Certifications	Certifications
Microsoft Gold Certified Partner	Registered Cloud Solution Provider (CSP) Partner
Microsoft Certified Solutions Associate (MCSA)	Microsoft Certified Systems Engineer (MCSE)
Microsoft Certified Technology Specialist (MCTS)	Microsoft Certified IT Professional (MCITP)
Certified Ethical Hacker (EC-Council)	Ethical Hacking Certificates (EC-Council)
Certified System Security Professional (CSSP)	Certified SonicWall Security Administrator (CSSA)
Cisco Certified Network Associate (CCNA)	Cisco Certified Network Admin (CCNA)
Cisco Certified Network Professional (CCNP)	Cisco Certified Network Admin Voice (CCNA-Voice)
Certified Meraki Network Operator	Juniper Networks Certified Associate (JNCA)
3Com Certified Specialist (3Com)	VMware Certified Professional (VCP)
Citrix Certified Administrator (CCA)	Citrix Certified Enterprise Administrator (CCEA)
Motorola MSI Installer Partner	IBM Certified Professional (IBM)
Apple Certified Support Professional (Apple CSP)	CompTIA Server+ Certified Professional (Server+)
CompTIA Certified Document Imaging Architect (CDIA+)	Project Management Professional (PMP)

Exhibit A

EXHIBIT - B

C7 C10 CONTRACTOR LICENSES



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DEPARTMENT OF CONSUMER AFFAIRS
CONTRACTORS STATE LICENSE BOARD

Consumers | Licensees | Applicants | O

Business Information

LAN WAN ENTERPRISE INC
17500 RED HILL STE 120
IRVINE, CA 92614
Business Phone Number:(949) 955-2451

Entity Corporation
Issue Date 03/15/2019
Expire Date 03/31/2027

Exhibit A

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- C-7 - LOW VOLTAGE SYSTEMS
- C10 - ELECTRICAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with ASCOT INSURANCE COMPANY.

Exhibit-C Clients we serve - Public Sector

Exhibit A

Exhibit-C Clients we serve - Private Sector

Exhibit A

D. RESUMES

Adam Dababneh – Professional Summary (2 Pages)

Professional Summary

System Administrator with 7 years experience delivering IT support and infrastructure management for city governments, police departments, and public agencies. Skilled in troubleshooting Windows environments, Active Directory, Microsoft 365, Azure, network infrastructure, and cybersecurity solutions. Proven track record in managing municipal IT operations, including cloud-hosted environments (M365, SharePoint, Teams), Motorola dispatch console upgrades, citywide Wi-Fi deployments, and enterprise camera systems with AI analytics and license plate recognition. Experienced in supporting multi-site networks infrastructure, fiber/fixed wireless failover, capabilities that align with the City of South Pasadena's current IT environment. Recognized for technical expertise, problem-solving, and cross-department collaboration.

Exhibit A

Core Competencies Include:

- Active Directory, Group Policy, VPN Setup, Powershell Scripting
- Microsoft 365, Microsoft Azure, VMware, Cisco, Sophos, SonicWall, Veeam, Ubiquiti
- Network Security, Endpoint Protection, Cloud Deployments, Disaster Recovery
- IT Committee Collaboration, Cybersecurity Compliance, Infrastructure Upgrades
- Video Surveillance & Public Safety Technologies (AI Video Analytics, LPR)

Local Municipalities Experience

LAN WAN Enterprise (Jan 2024 – Present)

Dedicated on-site Account Manager & System Administrator supporting:

- City of Adelanto – Provided IT support for city departments, led water/sewer surveillance and camera deployments, antenna buildouts, and network infrastructure.

- City of Bell Gardens Police Department – Delivered direct IT support, including critical public safety operations.
- Managed A/V systems and live streaming for City of Bell Gardens Council meetings.
- Major Projects – Motorola dispatch console upgrades for LAPD (Valley & Metropolitan), Orange County Sheriff's Department, and Orange County Fire Authority.
- Led citywide Wi-Fi deployment in Lynwood and managed enterprise camera infrastructure projects (e.g., Thomson/Oceanside, CA).

Prior Experience
ITON IT Solutions (Jan 2019 – Dec 2023)

- Managed IT infrastructures remotely for a diverse client base, including municipal and small business environments. Responsibilities included administration of backup systems, VPNs, software deployment, and endpoint security, along with Active Directory management, patching, and user support. Gained hands-on experience delivering multi-site IT support and coordinating with vendors to resolve escalated issues.

Exhibit A

B12 Digital Solutions (Oct 2016 - Dec 2018)

- Backend Developer, Designed and maintained backend systems to support enterprise applications, collaborating with cross-functional teams to deliver stable, reliable solutions.

Education

- Bachelor of computer Science \ Software Engineering – Jordan University of Science & Technology, Jordan (2016)

Certifications

- CompTIA Network+ (Network Specialist Certification)
- Microsoft 365 Fundamentals
- Microsoft Azure Fundamentals
- CJIS Security (Advanced) – California Department of Justice
- Certified UCaaS Phone Systems Specialist (Installation Certified)

LAN WAN Enterprise IT Solutions

Jesse Rich – Professional Summary (1 page)

Experienced Network Engineer and Solutions Architect with over 17 years of hands-on expertise in network design, security infrastructure, and IT systems management. Adept at deploying client-centered solutions, maintaining server and network systems, and leading technology initiatives in dynamic environments. Holder of the Certified Ethical Hacker (CEH) credential, recognized by EC-Council and Department of Defense (DoD) cybersecurity standards.

Core Competencies:

- Network Engineering, Systems Architecture, Security Infrastructure
- Server Virtualization, O365, Sharepoint, VMware, Office 365, Security Hardening
- Troubleshooting, Help Desk Management, Client Infrastructure Development

Highlighted Local Municipalities Experience:

- **LAN WAN Enterprise Inc. (May 2016 – Present)**
  Solutions Architect / Network Engineer
  - Designed and deployed technology solutions for local government and enterprise clients.
  - Developed and maintained client server, network, and security infrastructures.
  - Led troubleshooting, systems integration, and infrastructure modernization projects across various municipal departments.
  - Oversaw local municipality accounts and public safety agency networks, ensuring robust system integrity and security.
  - As a Certified Ethical Hacker (CEH), safeguarded all client environments by proactively identifying vulnerabilities, conducting penetration testing, enforcing cybersecurity best practices, and ensuring continuous protection for MSP-managed systems.
  - Architected and implemented solutions including Microsoft Azure migrations, SharePoint implementations and migrations, disaster recovery plans, and cloud-based security upgrades.

Previous Roles:

- Calvary Chapel Costa Mesa (Nov 2007 – May 2016)
  Network and Systems Engineer
  - Managed networks serving 4,000+ devices, implemented virtualization of 80 servers, and led helpdesk teams.
- Richwell Tech, LLC (Oct 2013 – Sept 2015)
  Co-Owner – Small business IT consulting focused on infrastructure, server deployment, and web development.

Certifications:

- Certified Ethical Hacker (CEH) – EC-Council (DoD Recognized)

Exhibit A

Nick Oweis – Professional Summary (1 page)

Senior Network Systems Engineer with 34+ years of experience in designing, implementing, and securing enterprise-level LAN, WLAN, and WAN networks. Expert in Microsoft Windows Server environments, VMware, SQL Databases, backup solutions, and enterprise network security. Certified across multiple disciplines, including MCSE, Master CNE, Server+, and CJIS Security (Advanced). Extensive experience supporting local municipalities, law enforcement, and public sector agencies.

Core Competencies:

- Enterprise Network Infrastructure Design, Implementation, and Security
- Active Directory, Microsoft Exchange, VMware, SQL Database Management
- Disaster Recovery, Veeam, Veritas Backup Systems, Endpoint Protection
- Firewall Management (ASA, Sonicwall, WatchGuard, Checkpoint), VPN Setup
- IT Consultation, Client Relations, Remote Customer Service, Network Optimization

Highlighted Local Municipalities Experience:

- LAN WAN Enterprise Inc. (2007 – Present)

Senior Network Systems Engineer

- Oversaw and managed network infrastructure for City of Bell Gardens, City of Huntington Park, City of Yucaipa, Bell Gardens Police Department, and Midway City Sanitary District.
- Designed, deployed, and supported secure network systems, server virtualization (VMware, Hyper-V), Active Directory architecture, SQL database environments, and Exchange email systems.
- Oversaw public safety agency IT environments, ensuring compliance with CJIS security policies and disaster recovery readiness.
- Implemented enterprise-grade security practices including firewalls, intrusion detection, endpoint protection, and backup strategies.
- Designed and implemented solutions including Microsoft Azure deployments, SharePoint migrations, Veeam backup integration, cloud security upgrades, and SQL Server high-availability architectures.

Previous Roles:

- Senior Network Systems Engineer, Ricoh Business Systems (2003 – 2007)
- Senior Network Systems Engineer, 1st Priority Solutions (1999 – 2003)
- Network Computer Specialist, Inland Computer Systems (1996 – 1999)
- Senior Computer Engineer, Jordan Data Systems (1994 – 1996)
- Computer Maintenance Engineer, Petra Computer Services (1991 – 1994)

Education and Certifications:

- B.S. Electrical Engineering (Electronics), University of Salahaddin
- Certifications: CSSP, CSSA, ACTC, ACSP, Master CNE, MCITP, MCTS, MCSE, CCEA, CCA, CLP, CJIS Security (Advanced), CDIA+, Server+, A+, HP STAR, Compaq ASE, API, APS

Exhibit A

Dave Miller– Professional Summary (1 page)

Operations Manager and Senior Network Administrator with over 22 years of hands-on experience in IT infrastructure, network security, virtualization, and client support for both local municipalities and private sector organizations. A reliable escalation point for technical challenges, delivering robust solutions through a strong service-driven, organized, and structured approach.

Core Competencies:

- Operations Management, Escalation Support, Client Relations
- IT Infrastructure Deployment, Virtualization (VMware, Hyper-V)
- Microsoft Server Administration, Exchange Server, Active Directory
- Cisco Networking, VLAN Management, Network Security, VOIP Systems
- Project Management, Wireless Network Installations, Disaster Recovery

Highlighted Local Municipalities Experience:

- LAN WAN Enterprise Inc. (2015 – Present)
Operations Manager and Escalation Lead
- Oversaw technical operations and acted as primary escalation point for complex IT issues across local municipalities and private sector accounts.
- Directly supported and maintained data center infrastructures for the City of Bell Gardens and City of Huntington Park, ensuring high system uptime and optimal network performance.
- Led project management efforts for installations, upgrades, and network development initiatives.
- Delivered integrated solutions for virtualization (VMware, Hyper-V), Exchange Server deployments, SharePoint migrations, VOIP implementations, and wireless network expansions.
- Advised municipalities on network optimization, cybersecurity hardening, and cloud integration strategies.

Previous Roles:

- Network Administrator, Saudi Graphco (2009 – 2015)
- IT Project Coordinator, True Networking Solutions (2002 – 2009)

Education and Certifications:

- Bachelor's Degree in Philosophy
- Microsoft Certified Systems Engineer (MCSE)
- Microsoft Certified Professional (MCP)
- Cisco Certified Network Associate (CCNA)
- CCNA-Voice + QOS
- Star2Star VoIP Systems Professional
- MCSA-Server 2016

Exhibit A

3.8 Availability of the Team and Current Workload Dedicated to the Project

Our team has structured availability, dedicating a minimum of 40 hours of onsite coverage per week at client locations, with rapid escalation through senior engineers. Staffing is specifically scheduled around minimizing service gaps, ensuring that the City's needs would be integrated into our managed calendar.

Based on current resource allocation, we have available capacity of 30–35% to accommodate a new client such as the City of South Pasadena, including the flexibility to adjust technician on-site presence if needed.

3.9 Experience of Firm, Team on Similar IT Services

Exhibit A

LAN WAN Enterprise has extensive experience supporting local government agencies, including city halls and police departments. Our clientele is primarily based in Southern California, where we offer both remote and on-site technical support to meet their diverse needs.

3.9.1 Sub-Consultants

We want to emphasize that LAN WAN Enterprise **does not, and will never**, subcontract any of our core IT services. Our commitment to quality and accountability drives us to handle all IT services in-house, ensuring that our clients receive the highest level of expertise and consistency. If subcontracting is ever necessary, it would only be for larger low or high voltage projects that are part of a broader IT initiative. In such cases, any subcontracted work would be handled by firms that meet our rigorous standards, and we would maintain oversight to ensure seamless integration and quality delivery.

LAN WAN Enterprise | IT Solutions 844-526-9263

Focus on what you do best and we'll do the rest.



Cost Proposal for

I.T Services Managed Services Provider

Request No. CM25-02

Exhibit B

City of SOUTH PASADENA

Joan Powe
Procurement Contracts Admin
1414 Mission Street
South Pasadena, CA 91030
626-403-7316
jpowe@southpasadenaca.gov

LAN WAN Enterprise, Inc.
17500 Red Hill Ave., Ste. 120, Irvine, CA 92614
www.lanwane.com | info@lanwane.com
(844) LAN-WAN-E • (844) 526-9263

LAN WAN Enterprise IT Solutions

Cost Proposal

At LAN WAN Enterprise, we believe in providing transparent and straightforward pricing that eliminates the complexities often associated with IT billing. Our business model is designed to offer comprehensive, all-inclusive services that ensure predictability and consistency, so you never have to worry about unexpected costs or hidden fees. **We do not charge per device nor per user nor for any growth of the City, it's a lump sum to simplify budgeting and financial planning.**

We understand the frustration that can arise from unclear billing practices, which is why our pricing structure is built to provide clarity and peace of mind. By offering a predictable, fully-inclusive model, we ensure that your IT needs are fully covered, allowing you to focus on what matters most without financial surprises or discrepancies.

One Onsite Support
City Locations

Exhibit B

Onsite support provided by One System/Network Administrator during City of South Pasadena's Hours of operation

helpdesk support that will ensure immediate and effective resolution of IT issues, with a focus on front-end user support, application support, network management, Backup and backend network support.

City Locations :

- City Hall: 1414 Mission Street
- Fire Department: 817 Mound Avenue
- Police Department: 1422 Mission Street
- Library: 1100 Oxley Street
- Senior Center: 1102 Oxley Street
- Community Services: 815 Mission Street
- Multiple Public Works Facilities

Service Type	Days\Week	Cost
Full Time Tier-1 Onsite Tech 40 hrs/week (Mon–Fri)	5 Days 8 hours per day	Included
End-to-end onboarding & cutover from incumbent MSP	One Time	Included
Client Success Manager (Hybrid)	As needed	Included
Escalation Systems\Security Engineer(Hybrid)	As Needed	Included
Senior engineer escalation support when on-site technicians require advanced expertise.	As Needed	Included
Help desk: 24×7×365 coverage for Fire and Police & City	24/7/365	Included
Remote Emergency Response (After-Hours)	24/7/365	Included
Endpoint Monitoring & Management (Workstations, WiFi APs, Firewalls, Switches, Printers)	24/7/365	Included
NOC/SOC Services	24/7/365	Included
Backup and DR Services	24/7/365	Included
vCIO financial budgeting & fiscal year IT planning.	As Needed	Included
vendor coordination, license Mgmt, Public Requests	As Needed	Included
IDT (Information and Digital Transformation) committee meeting & Quarterly Business Reviews	As Needed	Included
Complete IT Infrastructure and Cyber Security Assessment	One Time	Included
All-Inclusive Monthly Cost Services		**$19,000**

Exhibit B

*Proposal is valid for 180 days from the date of submittal

Section 1 – Base Services (Comprehensive Managed IT Services)

Year	Included Services	Monthly Fee	Annual Fee
Year 1	40 hrs/week onsite + 24/7 remote support (helpdesk, NOC/SOC, vCIO, vendor coordination, license management)	$19,000	$228,000
	Cybersecurity tool suite	$1,600	$19,200
	Cybersecurity tool suite	$2,951	$35,412
	Total	**$23,551**	**$282,612**
Year 2	40 hrs/week onsite + 24/7 remote support (helpdesk, NOC/SOC, vCIO, vendor coordination, license management)	$19,000	$228,000
	Cybersecurity tool suite	$1,600	$19,200
	Cybersecurity tool suite	$2,951	$35,412
	Total	**$23,551**	**$282,612**
Year 3	40 hrs/week onsite + 24/7 remote support (helpdesk, NOC/SOC, vCIO, vendor coordination, license management)	$19,000	$228,000
	Cybersecurity tool suite	$1,600	$19,200
	Cybersecurity tool suite	$2,951	$35,412
	Total	**$23,551**	**$282,612**
***Year 4**		**$23,551**	**$282,612**
***Year 5**		**$23,551**	**$282,612**

Exhibit B

* Annual pricing adjustments for Years 4 and 5 shall reflect a 3% increase or the Consumer Price Index (CPI) adjustment, whichever is greater.

Service Type	Unit Cost/month	Monthly Cost
Cybersecurity tool suite		
RMM (REMOTE MONITORING & MANAGEMENT)		
Cybersecurity tool suite	Included in MRC	**$0.00**
Cybersecurity tool suite	Included in MRC	**$0.00**

Section 3 – Hourly Rates (Out-of-Scope / After-Hours / Emergency Services)

The hourly rates below are provided for transparency. South Pasadena operates a hybrid environment with on-premises virtual infrastructure and cloud services. All services defined in the RFP scope are included in our fixed monthly fee—we do not bill hourly for in-scope work.

Hourly rates apply only to:

Exhibit B

- Out-of-scope efforts authorized by the City (e.g., capital projects, construction/cabling, non-standard software, major hardware refreshes, Major network infrastructure overhaul, special event support).
- Emergency response for issues outside the contracted scope.

We use a single blended hourly rate to keep municipal billing predictable and audits simple—no tier markups, fewer change orders, and faster approvals (especially in emergencies).

For clarity in City procurement, out-of-scope work is billed at one blended rate across engineering tiers, eliminating role disputes and reducing administrative overhead.

Service Type	Blended Hourly Rate (all levels of support)
Standard Hourly (M–Th, business hours)	$150
After-Hours (Evenings/Weekends/Holidays)	$185
Emergency Response	$185

SIXTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ACORN TECHNOLOGY SERVICES FOR ADDITIONAL SERVICES

THIS SIXTH AMENDMENT ("Amendment") is made on this 17th day of December 2025, by and between the CITY OF SOUTH PASADENA ("CITY") and ACORN TECHNOLOGY SERVICES. ("CONSULTANT').

RECITALS

WHEREAS, on April 21, 2021, the CITY and CONSULTANT entered into a Professional Services Agreement ("Agreement") for CONSULTANT to perform management of information technology services and support; and

WHEREAS, on May 17, 2023, the Agreement was amended to properly reflect the costs incurred by the City from the Consultant and therefore the total annual amount was modified to an amount not to exceed $306,808 annually for information technology services and support (collectively "Agreement"); and

WHEREAS, on February 7, 2024, the Agreement was amended to obtain additional services from Consultant for certain network hardware upgrade projects in order to implement and complete the City's IT initiatives ("Additional Services") in an amount not to exceed $354,400; and

WHEREAS, on June 27, 2024, the Agreement was amended to extend the term through June 30, 2025;and

WHEREAS, on June 18, 2025, the Agreement was amended to extend the term through September 30, 2025; and

WHEREAS, on September 3, 2025, the Agreement was amended to extend the term through December 31, 2025; and

WHEREAS, the City desires to extend the term of the agreement to January 31, 2026, and increase the contract amount in the amount of $ 26,413.75

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”: January 31, 2026.

Section 2. Section 3.4 of the Agreement entitled “Compensation” is hereby amended to read as follows:

> “Compensation”: The total compensation and costs payable to Consultant by City for the Services rendered pursuant to this Agreement is not to exceed $380,413.75.

Section 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” Acorn Technology Services
By:_____ *Signature*	By:_____ *Signature*
Printed: Todd Hileman	Printed: Craig Wolynez
Title: City Manager	Title: Consultant

Attest:

By:_____
Mark Perez, Acting Chief City Clerk

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Docusign Envelope ID: 6AA2C728-01C1-497D-8A75-02DD07065092

FIFTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ACORN TECHNOLOGY SERVICES FOR ADDITIONAL SERVICES

THIS FIFTH AMENDMENT ("Amendment") is made on this 3rd day of September 2025, by and between the CITY OF SOUTH PASADENA ("CITY") and ACORN TECHNOLOGY SERVICES. ("CONSULTANT').

RECITALS

WHEREAS, on April 21, 2021, the CITY and CONSULTANT entered into a Professional Services Agreement ("Agreement") for CONSULTANT to perform management of information technology services and support; and

WHEREAS, on May 17, 2023, the Agreement was amended to properly reflect the costs incurred by the City from the Consultant and therefore the total annual amount was modified to an amount not to exceed $306,808 annually for information technology services and support (collectively "Agreement"); and

WHEREAS, on February 7, 2024, the Agreement was amended to obtain additional services from Consultant for certain network hardware upgrade projects in order to implement and complete the City's IT initiatives ("Additional Services") in an amount not to exceed $354,400; and

WHEREAS, on June 27, 2024, the Agreement was amended to extend the term through June 30, 2025;and

WHEREAS, on June 18, 2025, the Agreement was amended to extend the term through September 30, 2025; and

WHEREAS, the City desires to extend the term of the agreement to December 31, 2025;

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": December 31, 2025.

Docusign Envelope ID: 6AA2C728-01C1-497D-8A75-02DD07065092

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.

"City"
City of South Pasadena

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

Printed: Todd Hileman

Title: City Manager

"Consultant"
Acorn Technology Services

By: DocuSigned by: Craig Wolynez F26AF7F6BB12456... _____
Signature

Printed: Craig Wolynez

Title: Consultant

Attest:

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

Approved as to form:

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

Docusign Envelope ID: 717AF7E5-C107-4922-83BE-8CA88A486102

FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ACORN TECHNOLOGY SERVICES FOR ADDITIONAL SERVICES

THIS FOURTH AMENDMENT ("Amendment") is made on this 18th day of June 2025, by and between the CITY OF SOUTH PASADENA ("CITY") and ACORN TECHNOLOGY SERVICES. ("CONSULTANT').

RECITALS

WHEREAS, on April 21, 2021, the CITY and CONSULTANT entered into a Professional Services Agreement ("Agreement") for CONSULTANT to perform management of information technology services and support; and

WHEREAS, on May 17, 2023, the Agreement was amended to properly reflect the costs incurred by the City from the Consultant and therefore the total annual amount was modified to an amount not to exceed $306,808 annually for information technology services and support (collectively "Agreement"); and

WHEREAS, on February 7, 2024, the Agreement was amended to obtain additional services from Consultant for certain network hardware upgrade projects in order to implement and complete the City's IT initiatives ("Additional Services") in an amount not to exceed $354,400; and

WHEREAS, on June 27, 2024, the Agreement was amended to extend the term through June 30, 2025;and

WHEREAS, the City desires to extend the term of the agreement to September 30, 2025;

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": September 30, 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.

Docusign Envelope ID: 717AF7E5-C107-4922-83BE-8CA88A486102

"City"	"Consultant"
City of South Pasadena	Acorn Technology Services
By: Signed by: Todd Hileman 9CF388AC460044B...	By: DocuSigned by: Craig Wolynez F20AF7F6BB12436...
Signature	*Signature*
Printed: Todd Hileman	Printed: Craig Wolynez
Title: City Manager	Title: Consultant

Attest:

By: Signed by: Hector Gomez 8C28A8A8EFB14A7...
Hector Gomez, Chief City Clerk

Approved as to form:

By: DocuSigned by: Roxanne Diaz A7800E3CA8A241F...
Roxanne Diaz, City Attorney

Docusign Envelope ID: D6762ED5-985B-4B03-A324-E2D356D944C1

THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ACORN TECHNOLOGY SERVICES FOR ADDITIONAL SERVICES

THIS THIRD AMENDMENT ("Amendment") is made on this 27th day of June 2024, by and between the CITY OF SOUTH PASADENA ("CITY") and ACORN TECHNOLOGY SERVICES. ("CONSULTANT').

RECITALS

WHEREAS, on April 21, 2021, the CITY and CONSULTANT entered into a Professional Services Agreement ("Agreement") for CONSULTANT to perform management of information technology services and support; and

WHEREAS, on May 17, 2023, the Agreement was amended to properly reflect the costs incurred by the City from the Consultant and therefore the total annual amount was modified to an amount not to exceed $306,808 annually for information technology services and support (collectively "Agreement"); and

WHEREAS, on February 7, 2024, the Agreement was amended to obtain additional services from Consultant for certain network hardware upgrade projects in order to implement and complete the City's IT initiatives ("Additional Services") in an amount not to exceed $354,400;

WHEREAS, the City desires to extend the term of the agreement to June 30, 2025;

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, 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.

"City"
City of South Pasadena

By: _____
Signature

Printed: Arminé Chaparyan

Title: City Manager

"Consultant"
Acorn Technology Services

By: _____
Signature

Printed: Craig Wolynez

Title: Consultant

Attest:

By: _____
Mark Perez , Deputy City Clerk

Amber Tardif, for Deputy City Clerk

~~For~~

Approved as to form:

By: _____
Roxanne Diaz, City Attorney

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SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ACORN TECHNOLOGY SERVICES FOR ADDITIONAL SERVICES

THIS SECOND AMENDMENT ("Amendment") is made on this 7th day of February 2024, by and between the CITY OF SOUTH PASADENA ("CITY") and ACORN TECHNOLOGY SERVICES. ("CONSULTANT').

RECITALS

WHEREAS, on April 21, 2021, the CITY and CONSULTANT entered into a Professional Services Agreement ("Agreement") for CONSULTANT to perform management of information technology services and support; and

WHEREAS, on May 17, 2023, the Agreement was amended to properly reflect the costs incurred by the City from the Consultant and therefore the total annual amount was modified to an amount not to exceed $306,808 annually for information technology services and support (collectively "Agreement"); and

WHEREAS, the Agreement permits the City to request additional services not otherwise provided for in the Agreement at an established hourly rate; and

WHEREAS, the City desires to obtain additional services from Consultant for certain network hardware upgrade projects in order to implement and complete the City's IT initiatives ("Additional Services") in an amount not to exceed $354,400;

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

Section 1. Section 3.4 of the Agreement entitled "Compensation" is hereby amended to read as follows:

> ""Compensation": The total annual compensation and costs payable to Consultant by City for the Services rendered pursuant to this Agreement, shall be in the amount not to exceed of Three Hundred and Six Thousand Eight Hundred and Eight Dollars $306,808 annually. For the Additional Services described in the Second Amendment to the Agreement that are requested by the City and set forth in a change order, the City shall compensate Consultant for such services pursuant to the hourly rates set forth in the Agreement, not to exceed a maximum amount of Three Hundred and Fifty-Four Thousand Four Hundred Dollars ($354,400). Such

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Additional Services shall be provided to City by Consultant pursuant to the terms of the Agreement."

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.

"City"
City of South Pasadena

By: DocuSigned by: Armine Chaparyan 2/20/2024
B6F60358A0F24D7...
Signature

Printed: Arminé Chaparyan

Title: City Manager

"Consultant"
Acorn Technology Services

By: DocuSigned by: Craig Wolynez 2/14/2024
F26AF7F6BB12456...
Signature

Printed: Craig Wolynez

Title: Consultant

Attest:

By: DocuSigned by: Mark Perez 2/20/2024
8C28A8A8EFB14A7...
Mark Perez , Deputy City Clerk

Approved as to form:

By: DocuSigned by: Roxanne Diaz 2/20/2024
A7800E5CA8A241F...
Roxanne Diaz, City Attorney

DocuSign Envelope ID: 64001B7F-3CDE-4FDE-A447-5FBABC664FE8

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH ACORN TECHNOLOGY SERVICES FOR INFORMATION TECHNOLOGY SERVICES

THIS AMENDMENT ("Amendment") is made on this 17th day of May 2023, by and between the CITY OF SOUTH PASADENA ("CITY") and ACORN TECHNOLOGY SERVICES. ("CONSULTANT').

RECITALS

WHEREAS, on April 21, 2021, the CITY and CONSULTANT entered into an Agreement for PROFESSIONAL SERVICES ("Agreement") for CONSULTANT to perform management of information technology services and support; and

WHEREAS, the original Agreement was in the annual amount of $269,700 annually for the Scope of Services; and

WHEREAS, the CITY desires to execute an Amendment to properly reflect the costs incurred through the consultant, as items under support have been added and therefore modified the total annual amount, in an amount not to exceed $306,808 annually; and

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

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

   "Compensation": The total annual compensation and costs payable to Consultant by City for the Services rendered pursuant to this Agreement, shall be in the amount not to exceed of Three Hundred Six Thousand Eight Hundred and Eight Dollars $306,808 annually.

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:_____
Signature

Printed: Arminé Chaparyan

Title: City Manager

Date: 5/17/23

"Consultant"
Acorn Technology Services

By:_____
Signature

Printed: Craig Wolynez

Title: Consultant

Date: 5/17/2023

Attest:

By:_____
Mark Perez , Deputy City Clerk

Date: 5/18/2023

Approved as to form:

By:_____
Andrew L. Jared, City Attorney

Date: 5/18/2023

Contract No. 2021-019

PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES

(City of South Pasadena / *Acorn Technology 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 Acorn Technology Services, a California Corporation ("Consultant").

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: Managed Information Technology 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 that would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. DEFINITIONS

3.1. "Scope of Services": Such professional services as are set forth in Consultant's proposal to City attached hereto as Exhibit A and incorporated herein by this reference.

3.2. "Agreement Administrator": The Agreement Administrator for this project is Lucy Demirjian, Assistant to the City Manager. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This

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fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

3.4. "Compensation": The total compensation and costs payable to Consultant by City for the Services rendered pursuant to this Agreement, shall be in accordance with "Exhibit B" (the "Compensation Schedule"). The Monthly Recurring Charges under this Agreement are Twenty Two Thousand, Four Hundred Seventy Five Dollars ($22,475) for the initial three year term. For Years 4 and 5, the pricing will be adjusted by 5%.

3.5. "Commencement Date": July 1, 2021.

3.6. "Termination Date": June 30, 2024, unless renewed for 2 additional years.

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. **Intentionally Deleted.**

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.).

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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. Lucy Demirjian 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

DocuSign Envelope ID: B97B43EF-4F14-4BBE-8A33-EB6EE773556F

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 Compensation 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 Compensation 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.

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.

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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

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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 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.

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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: Managed IT 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, $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

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- 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

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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: Lucy Demirjian, South Pasadena, CA 95945.

12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.

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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
Lucy Demirjian City of South Pasadena Management Services Department 1414 Mission Street South Pasadena, CA 91030	Mickey McGuire Acorn Technology Services 1960 Chicago Ave, Ste E9 Riverside, CA 92507

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Telephone: (626) 403-7210
Facsimile: (626) 403-7211

951.784.3500 (office)
951.320.7066 (fax)
www.acorntechservices.com

With courtesy copy to:

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

15. SURVIVING COVENANTS

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

16. TERMINATION

16.1. **City Termination.** City may terminate this Agreement for any reason on 60 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 60 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

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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

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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.

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18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

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

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

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

"City"
City of South Pasadena

DocuSigned by:
By: Sean Joyce
0D867796FCFE42A...
Signature

Printed: Sean Joyce

Title: Interim City Manager

Date: 4/28/2021

"Consultant"
Acorn Technology Services

DocuSigned by:
By: Mickey McGuire
15408797DAF64E8...
Signature

Printed: Mickey McGuire

Title: CEO

Date: 4/28/2021

Attest:

DocuSigned by:
By: Linda Thai
781DBEA3DC52477...
Linda Thai, Deputy City Clerk

Date: 4/28/2021

Approved as to form:

DocuSigned by:
By: Teresa Highsmith
3657EFA936854DF...
Teresa L. Highsmith, City Attorney

Date: 4/28/2021

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EXHIBIT A

Scope of Services- General Support

1) Managed IT Services

- Monitoring services
- Maintaining operational knowledge base for city specific systems
- Performance tuning and monitoring
- Perform routine maintenance tasks as noted below in Section 7
- Manage updates, patches/ hotfixes, antivirus/anti-malware definitions
- Change Requests, such new users, passwords, permissions, etc.
- Configuration Management for different user groups
- Server Administration
- Network Administration
- Hardware/Software Asset Management with recommended replacement schedules
- Record completion of work via ticketing system
- Training on general use of the systems

A. ***Help Desk***

- Maintain appropriate procedures to receive and respond to client calls
- Maintain data for the purpose to track, manage and report incidents and requests for service
- Provide the appropriate expert level of assistance
- Manage call escalation and resolution
- Manage the root cause analysis (RCA)
- Installation of Remote Management and Monitoring software
- Maintain proper security procedures when responding to client calls

B. ***Security***

- Implement the applicable procedures to provide the appropriate level of protective and compliancy measures to assets, data and information-handling systems to ensure the Confidentiality, Integrity and Availability of the system.
- This is applied, but not limited to:
  (1) Password policies and procedures
  (2) Authentication
  (3) Authorization/Access controls (ACL)
  (4) Security incident reporting and management
- Managed the customer's Secureworks software package – does not include forensic investigation or compromise remediation

C. ***End-user Satisfaction***

- Obtain feedback from users regarding satisfaction with the services provided
- Communicate identified issues with services
- Ensures appropriate action is implemented to correct any identified issues

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Approach

Acorn's success is based on its flexibility to shape its services to meet the customer's needs. Acorn fully recognizes that the City of South Pasadena's needs may vary, and Acorn will adjust our services as needed.

In general terms Acorn believes the best approach to support and maintenance is through proactive monitoring, patching, and protection. The Acorn team takes great pains to ensure security patches are tested and deployed, malware is kept out of the systems, SPAM is mitigated, and monitoring of all critical systems are watched closely by live Acorn team members 24/7/365. However, even with the most proactive methods in place, support and repairs are still needed.

Detailed below, in more specific terms, is Acorn's approach to providing the IT support that meets the City's needs, including an on-site IT Analyst technician along with Acorn's 24/7 remote desktop support.

1. ***Staffing***

   A. **Remote Support:** Acorn provides a team of technicians that are available 24/7/365 to provide remote technical support for the City's staff in the event the on-site personnel are unable to handle the need for technical support. The remote support technicians provide desktop support, server administration, network administration, and system monitoring.

   B. **Onsite Support:** In conjunction with the remote technical staff located at Acorn's headquarters, Acorn will provide one technicians to work at the City of South Pasadena delivering service to users as needed at all City locations. The technicians will be on-site for a standard work week of 40 hours a week 52 weeks a year, except for recognized City holidays. This staff members will maintain an IT work program that establishes priorities and balances the needs of all City Departments. From time to time, Acorn may alternate the on-site technicians in an effort to have a greater number of staff trained on the City's systems, thus, allowing Acorn to offer more redundant trained staffing support.

2. ***Ticket Generation & Tracking***
   Acorn Technology utilizes Autotask as its primary Helpdesk ticket management system. It consists of queues for Helpdesk, lab, and site where tickets are created and queued from the following sources:
   A. Incoming support calls
   B. Email sent to Helpdesk@acorntechcorp.com
   C. Monitoring (Internal monitoring system)
   D. CentraStage monitoring (RMM software)
   E. Internal requests

   All generated tickets are initially maintained and tracked in the Helpdesk queue. The Helpdesk Manager's responsibility is to monitor the queue and assign resources as necessary to ensure work is handled accurately and timely. Additionally, technicians are instructed to go into the queue as they complete tickets to work on the next ticket within the queue.

3. ***Call Handling***
   An incoming support call is answered and logged into Acorn's ticketing system. The technician will then work to resolve the caller's issue. Acorn will implement a policy whereby if the onsite

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technician is unavailable, the call can be routed to Acorn's 24/7/365 Helpdesk where a technician can remotely address the user's needs.

4. ***Lab Process & Repair***
When a PC or Server is brought into the lab, it is racked into a KVM (if available). Before any work or diagnosis is performed, machines are imaged (Full Backup). Once the backup image is confirmed, the ticket is reviewed and diagnostics/work is performed. If a hardware failure is diagnosed, the technician will determine if the equipment is under warranty. If the equipment is under warranty, the technician will contact the supporting vendor to arrange repair. If the equipment is not under warranty, the technician will contact the Account Manager to determine the next course of action. This may include researching and finding a replacement piece of equipment or pulling a spare from on-site inventory. Once work is complete, the ticket is updated with the work performed then audited by a different technician. When configuring new equipment for deployment, a ticket and install sheet are created. The install sheet contains a list of configurations and/or software requirements for the device. A technician checks off the items on the sheet as they are completed. When finished, notes are entered into the ticket and the sheet is audited by another technician.

5. ***Ticket Resolution***
Helpdesk technicians are required to monitor the Helpdesk queue for all non-call generated tickets. Our goal is to minimize down time and restore service operation as soon as possible. Tickets are handled in FIFO order, by priority with high priority tickets handled first. The Helpdesk Manager may increase priorities of tickets based on severity and user impact. Once a technician is working on an issue (call generated or not), they are required to follow the escalation procedure outlined below. Once the issue is resolved (and the user is satisfied), time, work performed and notes are entered into the ticket, and the ticket is closed.

6. ***Escalation Process***
Initial incoming calls are fielded by the next available technician and if that technician is unable to resolve an issue in an adequate amount of time or has not made progress towards a solution after 15 minutes, the technician will work to escalate the issue to the next level of support. If the next level of technical support is unable to resolve the issue in a timely manner, then the issue will be directed to Helpdesk Manager, who will determine the best way to handle the issue. Most likely this involves moving the issue to Acorn's special project team. The escalation process is closely monitored by the customer service representative.

7. ***General Monitoring/Maintenance Plan***
For all current City of South Pasadena inventory and any subsequent computers added to the System, Acorn will create and maintain the following systems, and perform the following activities per the following schedule:

   A. **Apply Windows Update Patches**
   Customer may use some software that may be negatively affected by Windows™ updates. Acorn shall evaluate the updates and if performance is acceptable, shall roll out patches across computers and servers. Roll out should occur within two weeks of the release of an update. Acorn will use its WSUS server to manage and monitor the successful deployment of updates.

   B. **Maintain Antivirus Definitions and Scan**
   Acorn shall create and maintain a suitable anti-virus strategy, which will include

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installation and updates of new antivirus definitions and a weekly scan of the entire hard drive. Cost of software, if any, is additional and shall be borne by Customer following Customer approval. Antivirus software shall monitor all servers, client machines, and e-mail. Acorn will use the server side interface of the customer's antivirus software along with CentraStage to manage and monitor the successful deployment of antivirus definitions and system scans.

C. **Maintain SPAM control**

Acorn shall create and maintain a strategy for controlling unsolicited commercial e-mail (SPAM). SPAM control must extend to both local and remote users, and must allow for rescuing messages incorrectly categorized as SPAM. If the customer does not have an adequate solution in place, Acorn will use its Barracuda Spam filtering appliances to manage and monitor spam filtering for the customer. The City currently uses the Barracuda software and is responsible for the annual licensing costs (approximately $3,000).

D. **Data Back Up for Disaster Recovery Strategy**

Acorn will use off-the-shelf products for managing and monitoring data backup. Acorn would be responsible for creating and deploying a comprehensive data back-up strategy with the following attributes:

- Comprehensive: Back up strategy includes full images from all servers. Back up strategy will be designed to retain data on a sufficient basis to protect against a catastrophic system-wide failure. Currently, this strategy includes daily back-ups for seven (7) days; weekly back-ups for four (4) weeks for an on-going basis. Additional retention can be put into place based upon customer storage availability.
- Automated: Backups occur automatically with no user intervention, and little or no administrative intervention.
- Off-Site: Backups are stored off Customer's primary site by direct network backup to the customer's secondary site. Acorn will work with the customer on a plan to store the backups in a data center that is disconnected from the customer's network. Additional costs for off-site storage, typically with a third party, will be the customer's responsibility.
- Easily Restored: Backups are stored so that they are easily restored.
- Back Up Schedule:
    1. Complete image backup of all servers: No less than daily and more frequently based up on server functionality and criticality.

E. **Disaster Recovery Solution**

Acorn recommends that it develop, provide and implement a Disaster Recovery Solution to provide a viable solution to minimize downtime should any problems arise with the customer's current server configuration; however, this service is not included in this proposal and would be part of a separate agreement which would require a one-time setup fee and a monthly lease for the required space in the data center.

F. **Domain Management**

Acorn Technology can provide domain management for the City's domains, within the scope of this agreement, which would include timely renewals and appropriate record management to ensure proper delivery of e-mail and website access.

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G. **Training**
Upon initial set up and as required for new users, Acorn will provide basic training on the proper use of the System. As requested by Customer, Acorn will have the on-site technician develop and provide training programs on application usage.

H. **Network Monitoring**
Acorn will maintain a 24/7 monitoring system using a combination of proprietary and third party monitoring software. Customer Service Representatives and Technical Service Representatives are on call 24/7 and utilize the monitoring system to assure that Customer's connectivity, latency and usage are within expected and acceptable tolerances.

8. ***Response Schedule***
Acorn shall be prepared to provide ongoing support for Customer's System implementation and maintenance, including remote access, telephone, and on-site help when necessary, per the following schedule:

Response Schedule	
Remote access assistance from qualified technician logging into Network, computer or server:	
Business Hours (7am-7pm)	**30 minutes**
All other times	**60 minutes**

9. **Number of Users/Devices**

Acorn shall provide complete ongoing technical assistance and system management on the following:

Quantity	*Devices*
TBD	Users
240	Desktop/Laptop Windows Computers
0	Mac OS devices
26	Servers (Physical and Virtual)
4	LAN Infrastructure
3	Routers
27	Wireless Access Points
19	Switches
58	Virtual Private Network (VPN)
0	Networked Copiers/Printers – Supported by a 3rd party
0	Phones – Supported by a 3rd party

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10. **Asset Cataloging, Tracking, and Replacement Plan Projection**

1. Acorn will maintain and deliver a catalog of the System, including equipment and software. The inventory list shall be updated on an "as needed" basis, and shall include all enterprise components attached to the networks within the City, including servers, workstations, firewalls, remote storage devices, core network switches, routers, and modems.
2. Acorn will work in conjunction with City to prepare and publish a catalog of enterprise software systems, in order to ensure compliance with CA Government Code Section 6270.5.
3. Acorn will work in conjunction with City to prepare and maintain a projection of the technology replacement needs of the City in the next five (5) years, (e.g., workstations, servers, switches, and any other equipment) and an upgrade schedule that includes any applications and systems.

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EXHIBIT B

Compensation Schedule

Monthly Recurring Charges (MRC)	
Term	*MRC*
3 Years	$ 22,475

If the City is interested in a 5 year agreement, the 3 year MRC rate would apply and then year 4 and year 5 pricing would increase by 5% over the year 3 rate to $23,600 per month.

Additional devices can be added to the support agreement at the following rates:

1.	MRC per Computer:	$ 50.00
2.	MRC per Server:	$ 150.00
3.	MRC per Network:	$ 100.00
5.	MRC per Phone:	$ 5.00

Additional projects outside the scope of the proposal:

The following are flat rate charges for other services not performed by an on-site technician.

1.	Deployment of New Computers:	$ 300.00
2.	Deployment of New Servers:	$ 2,500.00

The following are hourly rate charges for other services not performed by an on-site technician that are not covered in the flat rate services noted above.

1.	Tier 1 Technician (TSR1)	$ 90.00/hour
2.	Tier 2 Technician (TSR2)	$ 110.00/hour
3.	Tier 3 Technician (TSR3)	$ 125.00/hour

City Council Agenda Report

ITEM NO. 25

DATE: December 17, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Roxanne Diaz, City Attorney

SUBJECT: **CONSIDERATION OF SECOND READING AND ADOPTION OF ORDINANCE NO. 2409 AMENDING CHAPTER 34 (TREES AND SHRUBS) OF THE SOUTH PASADENA MUNICIPAL CODE IN ITS ENTIRETY**

Recommendation

It is recommended that the City Council adopt Ordinance No. 2409 amending Chapter 34 (Trees and Shrubs) of the South Pasadena Municipal Code in its entirety.

Background

At the December 3, 2025 City Council meeting, the Council considered and moved for first reading Ordinance No. 2409 amending Chapter 34 (Trees and Shrubs) in its entirety. This included the revisions set forth in the "add docs" and the additional revision made by the City Council related to a percentage trigger of 10% before a Tree Trimming Permit is required. The item before the City Council is adoption of that ordinance, with all revisions made (See, Attachment 1).

Analysis

At the December 3, 2025, City Council meeting, the City Attorney presented the revisions to the tree ordinance to address several matters raised by residents in prior meetings as well as address comments made by members of the City Council. Several substantive revisions were made including revisions related to organization and general clean-up of previous language. The summary is as follows:

- Pursuant to the City Council's direction, a Tree Trimming Permit will now be required for the Trimming of more than 10 percent of any live foliage, limbs or branches of a Protected Tree.
- The ordinance now requires that a tree removal permit be obtained to remove a “Significant Tree” both related to development and not related to development. A Significant Tree is defined as any tree with a diameter at breast height or “DBH” of 12 inches or more. DBH is the accepted standard method of measuring the diameter of a tree.
- The definition of Protected Tree continues to include those trees designated by the City Council as “Protected Trees,” which has primarily been trees native to Southern California. However the size of the Protected Tree is now part of the ordinance, which is a DBH of 4 inches or more. The amended ordinance now includes a list of Protected Trees, and that list includes oak trees and sycamore trees as well as heritage trees.

Also a Protected Tree will include any tree designated by the Public Works Department as an additional Protected Tree. The Public Works Department will maintain a list of Protected Trees and they may add to, delete from, or otherwise modify that list in consultation with a Certified Arborist, without further action by the City Council. Accordingly, Protected Trees are subject to the permit requirements for tree trimming, tree removal not associated with development and tree removal associated with development.

- If the City desires to remove a Protected Tree, Significant Tree, Restricted Tree or a Restricted Tree in a Fire Hazard Severity Zone, the Public Works Department will be required to obtain a report from a certified arborist that confirms the Director's decision (including the basis for that decision) prior to the tree's removal.
- To address the concerns of both residents and the Council regarding the need for an independent arborist, the ordinance includes a revised definition which will require that the City Arborist be independent and not be from any service provider under contract with the City for the general maintenance of the City's parks and green spaces and the trimming of its trees.
- As fire safety is a matter of upmost importance to residents and the council, the ordinance provides for the creation and maintenance of a list of trees that are prohibited from being planted in Very High and High Fire Hazard Severity Zone areas. "Restricted Trees in a Fire Hazard Severity Zone" is a list that will be maintained by the Public Works Department and the Department can add to, delete from or otherwise amended the list in consultation with a Certified Arborist without any action of the City Council.
- The ordinance also has a general category of "Restricted Trees" which are trees known to have an invasive root system with the potential for root damage to surrounding infrastructure or not climate appropriate or have other issues that make them not suitable for planting. Accordingly Restricted Trees cannot be planted on any private or public property. The creation and maintenance of the list of "Restricted Trees" is done by the Public Works Department. The Department can add to, delete from or otherwise amended the list in consultation with a Certified Arborist without any action of the City Council.
- The criteria for approving a tree removal permit not associated with development has been amended to allow residents to remove a Restricted Tree or a Restricted Tree in a Fire Hazard Severity Zone area. Therefore, if residents have a tree on either list, they may obtain a tree removal permit from the City. It should be noted that if a resident has trees on their property from either list, the City is not requiring the resident to remove them.
- The provisions from the previous ordinance related to tree replacement criteria, tree replacement plans and the implementation of such plans have been consolidated mostly into a new Section 34.7. This allows the reader to look at only one section in the code regarding the requirements related to replacement trees. The other provisions regarding replacement plans and tree protection will be moved to the Administrative Regulations.
- The tree replacement requirements for the removal of trees not associated with development, namely Protected Trees, Significant Trees and Restricted Trees, including those in a Fire Hazard Severity Zone area, is one tree for each tree removed. The tree replacement requirements for the removal of trees associated with development, namely Protected Trees and Significant Trees, is based on diameter and two (2) replacement trees are required for each DBH of 16 inch increment of the existing Protected Tree or Significant Tree. At least 50% of the replacement trees must be planted onsite.
- Also new is an "Approved Replacement Tree List" that are trees approved as replacement trees. The list will be maintained by the Director of Public Works in

consultation with a certified arborist.

- Last, the ordinance removes the process for a “comment period” from an applicant’s appeal of a Director’s decision to the Natural Resources and Environmental Commission (“Commission”) denying a tree removal permit not associated with development. The ordinance also provides that only the applicant can appeal a decision from the Commission to the City Council.

In conclusion, Staff believes that all stakeholders will benefit from a clearer process with defined terms, clear headings and an organization that is reader friendly. The process will also benefit greatly from allowing for the adoption of administrative procedures, regulations and guidelines for the implementation of the ordinance. This will allow the City to adopt regulations and guidelines related to the application of various provisions of the ordinance so that the ordinance is applied consistently and allows staff to quickly address matters that arise regarding implementation.

Fiscal Impact
Applicants will continue to pay the required application fees and deposit.

Attachment:
Attachment No. Ordinance No. 2409

CITY OF SOUTH PASADENA
ORDINANCE NO. 2409

AN ORDINANCE OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING CHAPTER 34 (TREES AND SHRUBS) OF THE SOUTH PASADENA MUNICIPAL CODE IN ITS ENTIRETY

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

SECTION 1. Chapter 34 entitled "Trees and Shrubs" of the South Pasadena Municipal Code is hereby amended in its entirety to read as follows:

"CHAPTER 34

TREES

Sections:

34.0 Purpose.
34.1 Definitions.
34.2 Maintenance of Trees on Private Property.
34.3 Maintenance of Trees on Public Property.
34.4 Tree Trimming Permit Requirements.
34.5 Tree Removal Permit Requirements - Not Associated With Development.
34.6 Tree Removal Permit Requirements - Associated With Development.
34.7 Tree Removal Permit Replacement Tree Requirements
34.8 Emergency Trimming of Mature Protected Trees.
34.9 Exemptions.
34.10 Obstruction.
34.11 Violations.
34.12 Penalties.
34.13 Administrative Regulations.
34.14 Conflict with Laws.

34.0 Purpose

The City of South Pasadena is forested with a variety of trees that contribute to the long-term health, welfare and quality of life of the residents of the City. It is the intent of this Chapter to establish conditions and regulations for the protection, removal and replacement of existing trees and the installation of new trees to further the reasonable enjoyment of private property. Further, it is recognized that trees are an asset to the community and residents are attracted to the urban forest of the City. Trees provide a variety of benefits to the community including

enhancing the City's beauty and character, preserving the historical significance of trees to our City, furthering the creation of natural gathering spaces, reduction of noise pollution, enhancement of neighborhood character and aiding in the establishment and maintenance of tree cover on private and public lands in the City. This is balanced with ensuring that trees are maintained in a healthy and non-hazardous condition.

34.1 Definitions.

As used in this chapter, the following words and phrases shall have the meaning set forth below:

(a) "Administrative Regulations" means the administrative procedures, regulations and guidelines adopted by the City Manager or his designee pursuant to Section 34.16.

(b) "Approved Replacement Tree List" means a list of species of Trees that are approved as replacement trees as required by this Chapter. Such List shall be maintained by the Director in consultation with a Certified Arborist. The Public Works Department shall maintain and periodically review the Approved Replacement Tree List and may add to, delete from, or otherwise modify the list without further action by the City Council.

(c) "Certified Arborist" means a professional in the tree care industry who has received their arborist certification through the International Society of Arboriculture.

(d) "City Arborist" means a Certified Arborist designated by the Director as the "City Arborist", provided that the City Arborist must be independent from any landscape service provider under contract with the City for the general maintenance of the City's parks and green spaces and trimming of the City's Trees.

(e) "Code" means the South Pasadena Municipal Code.

(f) "Commission" means the City of South Pasadena Natural Resources and Environmental Commission or a successor body to the duties and responsibilities of such Commission.

(g) "Damage" means, as a verb, any act which causes injury or disfigurement to a Tree, including death of a Tree, and as a noun, injury or disfigurement of a Tree, including death of a Tree.

(h) "DBH (diameter at breast height)" means the diameter of a Tree measured 4½ feet above natural grade. For any tree with multiple trunks, the DBH shall be the sum of the diameter of each trunk measured 4 ½ feet above natural grade.

(i) “Deadwood” means limbs, branches or a portion of a Tree void of green leaves during a time of the year when green leaves should be present on a healthy Tree of that type.

(j) “Developer” shall have the meaning set forth in Section 36.700.020 of this Code.

(k) “Development” means any construction, installation, reconstruction, demolition, or moving of a building or structure on property located in the City. Development also includes the grading, excavation or compaction of soil and flatwork.

(l) “Director” means the City’s Public Works Director or his or her designee.

(m) “Drip Line” means an imaginary line defined by the branch spread of a single tree or group of trees.

(n) “Emergency” means a situation where action must be taken to Trim a Protected Tree pursuant to Section 34.8 because the Protected Tree is an immediate threat to life, property or public safety.

(o) “Heritage Tree” means a tree of historical value, which has been designated by the City as a South Pasadena historical landmark and includes any tree designated by resolution of the City Council to be of special community value as an aesthetic, ecological or historical resource.

(p) “Intentional Violation” means a violation of this chapter (Trees) that is committed by any Person who has actual or presumed knowledge of, or who has previously violated, its provisions. A Person, including a commercial Certified Arborist/tree trimmer, a general contractor, or anyone who has previously filed an application for a Tree Trimming Permit or a Tree Removal Permit in the City shall be presumed to know the provisions of this chapter.

(q) “ISA” means the International Society of Arboriculture.

(r) “Oak Tree” means species of tree of the genus Quercus.

(s) "Person" means any individual, partnership, corporation, association, trustee, receiver or other entity. A Person also includes a Developer.

(t) “Planning Review Authority” means the City employee or body (Director of Community Development, Cultural Heritage Commission, Planning Commission or City Council) identified by the City zoning code as having responsibility and authority to review and approve or disapprove Development permit applications described in Article 6 (Zoning Code Administration) of the City zoning code.

(u) “Protected Tree” means those species of trees designated by the City as “Protected Trees” in a resolution adopted by the City Council and the following Trees whether or not so designated by the City Council and that have a DBH of 4 inches or more:

(i) Oak Trees, including Coast Live Oak, Holly Oak, Southern Live Oak, Scrub Oak, Canyon Live Oak, Engelmann Oak, California Black Oak, Interior Live Oak.

(ii) California Bay Laurel.

(iii) Desert Willow.

(iv) Catalina Ironwood.

(v) Sycamore Trees, including California Sycamore.

(vi) Toyon.

(vii) So California Black Walnut.

(viii) Hollyleaf Cherry.

(ix) Heritage Trees.

(x) Any tree designated by the Public Works Department as an additional Protected Tree, which shall be maintained as a separate list of Protected Trees and periodically reviewed by the Public Works Department. The Public Works Department may add to, delete from or otherwise modify their list of Protected Trees in consultation with a Certified Arborist without further action by the City Council.

(v) “Protection” means the safeguarding of Trees through proper treatment.

(w) “Public Works Department” means the department of the City that oversees all public works issues in the City

(x) “Radius List” shall have the same meaning as set forth in Section 34.6(b)(5).

(y) “Removed” or “Removal” means uprooting, cutting or severing of the main trunk(s) of a Tree.

(z) “Restricted Trees” are Trees or species of Trees which have been designated by the Public Works Department as Trees that cannot be planted on any public or private property in the City. The Public Works Department shall maintain and periodically review the Restricted Tree list and may add to, delete

from, or otherwise modify the list in consultation with a Certified Arborist without further action by the City Council.

(aa) "Restricted Trees in a Fire Hazard Severity Zone(s)" are all Restricted Trees and other Trees designated by the Public Works Department as Trees that cannot be planted in a Very High Fire Hazard Severity Zone or High Fire Hazard Severity Zone. The Public Works Department shall maintain and periodically review the Restricted Trees in Fire Hazard Severity Zones list and may add to, delete from, or otherwise modify the list in consultation with a Certified Arborist without further action by the City Council.

(bb) "Significant Tree" means any Tree with a DBH of 12 inches or greater.

(cc) "Sycamore Tree" means species of tree of the genus Platanus.

(dd) "Standard of Care" means compliance with American National Standards Institute ("ANSI") current standards for tree care, irrigation, maintenance, pruning and Trimming.

(ee) "Tree" or "tree" means a woody perennial usually having one or several main stems.

(ff) "Tree Removal Permit" means a permit issued by the City for the Removal of a Protected Tree, a Significant Tree, a Restricted Tree or a Restricted Tree in a Fire Hazard Severity Zone pursuant to Section 34.5 or Section 34.6 herein.

(gg) "Tree Trimming Permit" means a permit issued by the City for the Trimming of a Protected Tree pursuant to Section 34.4 herein.

(hh) "Trim" or "Trimming" means cutting into the live wood of a Tree to remove limbs, branches and/or foliage or otherwise removing a Tree's limbs, branches and/or foliage in a way that will not foreseeably cause the Tree's death or permanent damage to its health. Trimming may include pruning and removal of Deadwood.

34.2 Maintenance of Trees on Private Property.

Private property owners or tenants shall be responsible for the maintenance of trees on their property owned or leased property in accordance with the Standard of Care. As applicable, property owners or tenants shall also comply with the City's

Water Efficient Landscape provisions set forth in Article III of Chapter 35 of this Code, as it pertains to the maintenance of Trees.

34.3 Maintenance of Trees on Public Property.

(a) The Public Works Department shall be responsible for the maintenance of all trees on public property including but not limited to public rights-of-way and public parks. The Public Works Department shall prepare and implement an annual work plan for the maintenance and/or removal of trees on public property. Owners or tenants of real property adjacent to a public right-of-way may request trimming or removal of a tree or tree(s) located in such right-of-way. The City may adopt regulations pursuant to Section 34.13 addressing such requests, including the determination of the cost sharing for the Trimming and/or Removal.

(b) As set forth in Section 31.48 of this Code, the property owner or tenant shall be responsible for irrigation of trees in any public right of way adjacent to their owned or leased property.

34.4 Tree Trimming Permit Requirements

(a) Tree Trimming Permit Required. A Tree Trimming Permit shall be required for the Trimming of more than 10 percent of any live foliage, limbs or branches of a Protected Tree.

(b) Tree Trimming Standards. Any Person Trimming a Protected Tree shall comply with the Standard of Care in addition to the following:

(1) Trimming of Protected Trees shall conform to the ANSI A300 Pruning Standards and the ISA Best Management Practices.

(2) Trimming of a Protected Tree that is an Oak Tree shall only be permitted between June 1st and September 30th of each year. Tree Trimming Permit applications requested outside of that time may be approved by the Director if necessary to address hazardous or Emergency conditions as determined by the City Arborist.

(c) Tree Trimming Permit Application. An application for a Tree Trimming Permit shall be filed with the Director in a form provided by the City with the nonrefundable application fee in an amount established by City Council resolution. The application shall contain the following information:

(1) The name and residence or business address of the applicant;

(2) The location and description of the property on which the Protected Tree(s) are located;

(3) A description of the proposed Trimming of the Protected Tree(s), and the reasons therefor. Photographs may be attached as exhibits to the application, if requested;

(4) The name and California contractor's license number of the Person who will perform the Trimming. Tree Trimming Permits shall only be issued to Persons possessing a C-27, C-49 or C-61/D-49 California contracting license and a valid City business license. The City Manager is authorized to update the licensing requirements through the adoption of regulations pursuant to Section 34.13;

(5) Any additional information or documentation as the Director may require.

(d) Tree Trimming Application Review. The City Arborist shall evaluate each application for a Tree Trimming Permit considering the criteria set forth in Section 34.4(e) and shall provide a recommendation for approval or denial and the reasons therefor to the Director. The Director shall evaluate such application along with the recommendation from the City Arborist, and after considering the criteria set forth in Section 34.4(e), the Director shall either approve or deny the application. If an application for a Tree Trimming Permit is denied, the Director shall notify the applicant in writing within 10 business days of the date of decision. The written denial notification shall set forth the reasons for the denial and time in which to file an appeal.

(e) Tree Trimming Permit Review Criteria. The Director may approve an application for a Tree Trimming Permit if the Director determines that one of the following conditions is met:

(1) Trimming is necessary to maintain the health of the Protected Tree, which may include structural pruning to reduce tree failure, crown cleaning, thinning or reduction to maintain the health and safety of the Protected Tree or other routine trimming that is essential to the Protected Tree's health.

(2) The live foliage, limbs or branches of the Protected Tree pose a risk of injury or harm to persons or property.

(3) The live foliage, limbs or branches of the Protected Tree are interfering with or damaging the structural integrity or use of an existing improvement or existing structure on the property.

(4) A written determination has been made by the City Arborist, after a visual inspection, that the live foliage, limbs or branches of the Protected Tree are diseased, or otherwise pose a threat to the health of adjacent trees.

(5) A property owner provides documented evidence, such as a letter of cancellation or denial of insurance coverage, that the Protected Tree in its current condition prevents renewal or issuance of homeowner's insurance.

(6) A written determination has been issued by the City Fire Chief, or his or her designee, that removal of live foliage, limbs or branches of the Protected Tree is necessary to achieve or maintain the defensible space clearance required under California law or the provisions of this Code.

(f) Appeal - Director's Decision to Deny the Permit.

(1) Filing the Appeal. Only the applicant may appeal to the Commission the decision of the Director denying a Tree Trimming Permit for a Protected Tree. The applicant shall file a written notice of appeal in a form provided by the City with the Public Works Department no later than fifteen (15) days after the date of the notice of denial of the Tree Trimming Permit. The written notice of appeal shall be accompanied by: (i) a nonrefundable appeal fee in the amount established by resolution of the City Council; (ii) the applicant's written Certified Arborist report with respect to the application; and (iii) a statement containing the basis for and written documentation, if any, in support of the appeal.

(2) Scheduling of Hearing. The Public Works Department shall set the time and date for the Commission's hearing of the appeal, which date shall be within 60 days from the date the completed appeal was received by the Public Works Department. Notice of the time and place of the hearing will be sent to the applicant. Failure to receive the notice of the hearing shall not invalidate the proceedings under this section.

(3) Determination. Upon consideration of the reports, evidence and testimony presented at the appeal hearing, the Commission may affirm or reverse the decision of the Director denying the Tree Trimming Permit for the Protected Tree based on the criteria set forth in Section 34.4(e). Notice of the Commission's decision shall be mailed to the applicant within 10 business days of the date of decision. The written notification shall set forth the reasons for the decision and the time in which to file an appeal of the Commission's decision to the City Council.

(g) Appeal - Decision of the Commission.

(1) Filing the Appeal. Only the applicant may appeal the decision of the Commission to the City Council. The applicant shall file a written notice of appeal in a form provided by the City with the City Clerk no later than fifteen (15) days after the date of the notice of denial of the Tree Trimming Permit. The written notice of appeal shall be accompanied by: (i) a nonrefundable appeal fee in the amount established by resolution of the City Council; (ii) the applicant's written Certified Arborist report with respect to the application; and (iii) a

statement containing the basis for and written documentation, if any, in support of the appeal.

(2) Scheduling of Hearing. The City Clerk shall set the time and date for the appeal to be heard by the City Council, which date shall be within 30 days from the date the written notice of appeal was received by the City. Notice of the time and place of the hearing will be sent to the applicant. Failure to receive the notice of the hearing shall not invalidate the proceedings under this section.

(3) Determination. Upon consideration of the reports, evidence and testimony presented at the appeal hearing, the City Council may affirm or reverse the decision of the Commission based on the criteria set forth in Section 34.4(e). Notice of the decision of the City Council shall be mailed to the applicant within 10 business days of the date of decision. The written notification shall set forth the reasons for the decision. The decision of the City Council shall be final.

(h) Expiration of Permit. A Tree Trimming Permit issued under this Section is valid for one year from the date of issuance.

34.5 Tree Removal Permit Requirements - Not Associated With Development

(a) Tree Removal Permit Required. A Tree Removal Permit issued by the City shall be required to remove any:

(1) Protected Tree,

(2) Significant Tree, or

(3) Restricted Tree with a DBH of 12 inches or more or Restricted Tree in a Fire Hazard Severity Zone with a DBH of 12 inches or more,

provided, that the requirements to remove any tree associated with Development shall be governed by the provisions of Section 34.6 of this Chapter.

(b) Tree Removal Permit Application. An application for a Tree Removal Permit not associated with Development shall be filed with the Director in a form provided by the City with the nonrefundable application fee in an amount established by City Council resolution. The application shall contain the following information:

(1) The name and residence or business address of the applicant;

(2) The location or description of the property on which the proposed Protected Tree(s), Significant Tree(s), Restricted Tree(s) or Restricted Tree(s) in a Fire Hazard Severity Zone are to be Removed;

(3) A description of the proposed Removal of the Protected Tree(s), Significant Tree(s), Restricted Tree(s) or Restricted Tree(s) in a Fire Hazard Severity Zone and the reasons therefor. Photographs may be attached as exhibits to the application, if requested;

(4) The name and California contractor's license number of the Person who will perform the Removal. Tree Removal Permits shall only be issued to Persons possessing a C-27, C-49 or C-61/D-49 California contracting license and valid City business license. The City Manager is authorized to update the licensing requirements through the adoption of regulations pursuant to Section 34.13;

(5) Any additional information or documentation as the Director may require.

(c) Tree Removal Application Review. The City Arborist shall evaluate each application for a Tree Removal Permit not associated with Development considering the criteria set forth in Section 34.5(d) and shall provide a recommendation for approval or denial and the reasons therefor to the Director. The Director shall evaluate such application along with the recommendation from the City Arborist, and after considering the criteria set forth in Section 34.5(d), the Director shall either approve or deny the application. If an application for a Tree Removal Permit is denied, the Director shall notify the applicant in writing within 10 business days of the date of decision. The written denial notification shall set forth the reasons for the denial and time in which to file an appeal.

(d) Tree Removal Permit Review Criteria. The Director may approve an application for a Tree Removal Permit not associated with Development if the Director determines that one of the following conditions is met:

(1) The City Arborist, after a visual inspection, makes a written determination that the Protected Tree or Significant Tree is: (i) dead, dying, or diseased, (ii) poses a risk of or threat to persons or property, or (iii) poses a risk of or threat to the health of adjacent trees.

(2) The Protected Tree or Significant Tree is interfering with or damaging the structural integrity or use of an existing improvement or existing structure on the property.

(3) A property owner provides documented evidence, such as a letter of cancellation or denial of insurance coverage, that the Protected Tree or Significant Tree in its current condition prevents renewal or issuance of homeowner's insurance.

(4) A written determination has been issued by the City Fire Chief, or his or her designee, that Removal of the Protected Tree, Significant Tree,

Restricted Tree or Restricted Tree in a Fire Hazard Severity Zone is necessary to achieve or maintain the defensible-space clearance required under California law or provisions of this Code.

(5) The proposed removal is of a Restricted Tree(s) in a Fire Hazard Severity Zone(s).

(6) The proposed removal is of a Restricted Tree.

Applicants shall be required to provide replacement trees for trees that are Removed in compliance with and subject to the provisions of Section 34.7.

(e) Appeal - Director's Decision to Deny the Permit.

(1) Filing the Appeal. Only the applicant may appeal to the Commission the decision of the Director denying the Tree Removal Permit not associated with Development. The applicant shall file a written notice of appeal in the form provided by the City with the Public Works Department no later than fifteen (15) days after the date of the notice of denial of the Tree Removal Permit not associated with Development. The written notice of appeal shall be accompanied by: (i) a nonrefundable appeal fee in the amount established by resolution of the City Council; (ii) the applicant's written Certified Arborist report with respect to the application; and (iii) a statement containing the basis for and written documentation, if any, in support of the appeal.

(2) Scheduling of Hearing. The Public Works Department shall set the time and date for the Commission's hearing of the appeal, which date shall be within 60 days from receipt of the notice of appeal. Notice of the time and place of the hearing will be sent to the Applicant. Failure to receive the notice of the hearing shall not invalidate the proceedings under this section.

(3) Determination. Upon consideration of the reports, evidence and testimony presented at the appeal hearing, the Commission may affirm or reverse the decision of the Director denying the Tree Removal Permit not associated with Development based on the criteria set forth in Section 34.5(d). Notice of the Commission's decision shall be mailed to the applicant within 10 business days of the date of decision. The written notification shall set forth the reasons for the decision and the time in which to file an appeal to the City Council.

(f) Appeal - Decision of the Commission.

(1) Filing and Appeal. Only the applicant may appeal the decision of the Commission to the City Council. The applicant shall file a written notice of appeal in a form provided by the City with the City Clerk no later than fifteen (15) days after the date of the Commission decision of the Tree Removal Permit not associated with Development. The written notice of appeal shall be

accompanied by: (i) a nonrefundable appeal fee in the amount established by resolution of the City Council; (ii) the applicant's and/or appellant's written Certified Arborist report, as applicable, with respect to the application; and (iii) a statement containing the basis for and written documentation, if any, in support of the appeal.

(2) Scheduling of Hearing. The City Clerk shall set the time and date for the appeal to be heard by the City Council, which date shall be within 30 days from the date the completed written notice of appeal was received by the City. Notice of the time and place of the hearing will be sent to the applicant. Failure to receive the notice of the hearing shall not invalidate the proceedings under this section.

(3) Determination. Upon consideration of the reports, evidence and testimony presented at the appeal hearing, the City Council may affirm or reverse the decision of the Commission based on the criteria set forth in Section 34.5(d). Notice of the decision of the City Council shall be mailed to the applicant within 10 business days of the date of such decision. The decision of the City Council shall be final.

(g) Certain Tree Removals Deemed Final. If a Tree Removal Permit not associated with Development is granted for the Removal of a Protected Tree or Significant Tree by the Commission following an appeal of the Director's denial on the basis of the criteria set forth in 34.5(d)(1)(ii), the decision of the Commission is considered final and is not appealable to the City Council.

(h) Conditions if Approved. The approval of a Tree Removal Permit not associated with Development is conditioned upon:

(1) The payment of all fees associated with the Tree Removal as established by City Council resolution, and

(2) The payment of the deposit for the required replacement trees for each Tree Removed in compliance with Section 34.7, in an amount sufficient to cover the cost of all required replacement trees, as determined by the City Arborist or as set forth in regulations adopted pursuant to Section 34.13.

Upon the satisfaction of such conditions, the Public Works Department shall issue the Tree Removal Permit.

(i) Expiration of Permit. A Tree Removal Permit issued under this section 34.5 is valid for one year from the date of issuance. All replacement trees shall be planted prior to the expiration of the Tree Removal Permit.

(j) Inspection of Removal. When the Removal work designated in the Tree Removal Permit is completed, the applicant shall contact the Public Works Department for an inspection of the Removal. Any Protected Tree, Significant

Tree, Restricted Tree or Restricted Tree in a Fire Hazard Severity Zone that is Removed will require complete Removal and grinding of the stump and backfilling of the hole.

34.6 Tree Removal Permit Requirements - Associated With Development.

(a) Tree Removal Permit Required. Any Person that intends to commence, will commence or has commenced any Development on their property, which requires the Removal of a Protected Tree or a Significant Tree, shall obtain a Tree Removal Permit from the City in conjunction with the Development application before the Protected Tree(s) or Significant Tree(s) can be Removed.

(b) Tree Removal Permit Application. An application for a Tree Removal Permit associated with Development shall be filed with the Director in a form provided by the City with the nonrefundable application fee in an amount established by City Council resolution. The application shall contain the following information:

(1) The information set forth in Section 34.5(b);

(2) A written arborist report related to the application prepared by a Certified Arborist retained by the Applicant;

(3) A narrative of the Development project;

(4) A tree removal and replacement plan that complies with the provisions of Section 34.7;

(5) A list of the names and addresses of property owners and occupants of properties located within a 100-foot radius of the subject property and a corresponding radius map containing the addresses of all properties located within a 100-foot radius of the subject property ("Radius List"); and

(6) Any additional information or documentation as the Director may require.

(c) Tree Removal Permit Review Criteria. The Director or Commission may recommend and the Planning Review Authority may approve, a Tree Removal Permit associated with Development if the Director, Commission or Planning Review Authority, whichever is applicable, determines that one of the following conditions is met:

(1) The Protected Tree(s) or Significant Tree(s) is or are so close in proximity to the proposed Development that construction would result in the death of the Protected Tree(s) or Significant Tree(s) and there is no financially feasible design alternative that would permit preservation of the Protected Tree(s) or Significant Tree(s).

(2) The existing location of the Protected Tree(s) or Significant Tree(s) precludes the Development from being constructed such that the Protected Tree(s) or Significant Tree(s) are within the building footprint.

(3) Retention of one or more Protected Trees or Significant Trees would result in reduction of the otherwise permissible buildable area of the property by more than ten percent, and there is no financially feasible design alternative that would allow for preservation of the Protected Tree(s) or Significant Tree(s).

(4) Considering the size, shape, topography of the property and the existing Protected Trees or Significant Trees on such property, the denial of the Tree Removal Permit would create an unreasonable hardship or a significant undue impairment of the use and enjoyment of the property.

(d) Tree Removal Permit Application Review and Recommendation. The City Arborist shall evaluate each application for a Tree Removal Permit associated with Development considering the criteria set forth in Section 34.6(c) and shall provide a recommendation for approval or denial and the reasons therefor to the Director. The Director shall evaluate such application along with the recommendation from the City Arborist, and after considering the criteria set forth in Section 34.6(c), the Director shall provide a recommendation to the Planning Review Authority to approve or deny the Tree Removal Permit associated with Development. The Director may include reasonable conditions related to the Removal of the Protected Tree or Significant Tree. The Director's recommendation is advisory to the Planning Review Authority's decision on the Tree Removal Permit associated with the Development.

(1) Denial Recommendation. If an application for a Tree Removal Permit associated with Development is recommended for denial, the Director shall notify the applicant in writing within 10 business days of the date of decision. The written notification shall set forth the reasons for the Director's recommendation to deny the Tree Removal Permit associated with Development. The Director shall also provide the Planning Review Authority with its recommendation to deny such Tree Removal Permit.

(2) Approval Recommendation. If an application for a Tree Removal Permit associated with Development is recommended for approval, within five business days of such recommendation, the Director shall mail a notice to property owners and occupants on the Radius List. The notice shall state that the property owners and occupants on the Radius List shall have 15 calendar days from the date of mailing to comment on the application and the Director's recommendation to approve the Tree Removal Permit associated with Development ("Comment Period"). All comments shall be made in writing and submitted to the Director. Upon the completion of the Comment Period, the

Director shall provide its recommendation on the application for such Tree Removal Permit and the comments, if any, to the Planning Review Authority.

The Director has discretion to waive the mailing of the Comment Period notices, if a notice associated with the Development is being sent by the Planning Review Authority and such notice specifically identifies the Removal of Protected Trees or Significant Trees as described in the application submitted by the applicant. In such case, the Director shall provide only its recommendation for approval or denial and the reasons therefore to the Planning Review Authority.

(3) Tree Removal Permit Review Referred to Commission. The Director has discretion to refer its review of each application for a Tree Removal Permit associated with Development to the Commission at any time during the application process. In such case, the Commission shall provide the Planning Review Authority with its recommendation in lieu of the Director following the process set forth in this Section 34.6. The Commission may include reasonable conditions related to the Removal of the Protected Tree or Significant Tree. The Commission's recommendation shall be advisory to the Planning Review Authority's decision on the Tree Removal Permit associated with the Development.

(e) Decision by Planning Review Authority. In conjunction with the decision on the Development, the Planning Review Authority shall either approve or deny the Tree Removal Permit associated with Development application considering the criteria set forth in Section 34.6(c) and the recommendation of the Director or the Commission as applicable, in conjunction with the Planning Review Authority's decision on the Development.

(f) Appeal - Planning Review Authority's Decision. An applicant or other appellant, as applicable, may appeal the Planning Review Authority's decision pursuant to the appeal process set forth in the zoning code.

(g) Conditions if Approved. The approval of a Tree Removal Permit associated with Development is conditioned upon the applicant receiving their building permit for the Development, payment of all fees associated with the Removal as established by City Council resolution, and payment of the deposit for the required replacement trees required in connection with the Tree Removal(s) pursuant to the provisions of Section 34.7, in an amount sufficient to cover the cost of all such required replacement trees, as determined by the City Arborist. Upon the satisfaction of such conditions, the Public Works Department shall issue the Tree Removal Permit associated with Development.

(h) Expiration of Permit. A Tree Removal Permit associated with Development is valid until the date when the last and final inspection on the Development occurs. All replacement trees required in connection with the Removal or any Tree or Trees shall be planted prior to the expiration of the permit.

(j) Inspection of Removal. When the Removal work designated in the Tree Removal Permit is completed, the applicant shall contact the Public Works Department for an inspection of the Removal. Any Protected Tree or Significant Tree Removed will require complete Removal and grinding of the stump and backfilling of the hole.

34.7 Tree Removal Permit Replacement Tree Requirements.

(a) Replacement Trees. The planting of replacement trees is required when any Tree Removal Permit is granted for the Removal of Protected Trees, Significant Trees, Restricted Trees or Restricted Trees in a Fire Hazard Severity Zone, as applicable, whether or not associated with Development.

(b) General Requirements for all Replacement Trees.

(1) A replacement tree shall be the same species as the Removed Tree if the Removed Tree was a Protected Tree. For Removed Significant Trees, Restricted Trees or Restricted Trees in a Fire Hazard Severity Zone the replacement trees shall be selected from the City's Protected Tree species list or from the City's Approved Replacement Tree List. If the applicant desires to plant a replacement tree or tree(s) that is or are not included in either list, the applicant's request may be approved by the Director, in the Director's sole discretion upon consultation with the City Arborist. Restricted Trees, Restricted Trees in High Fire Severity Zones or fruit trees of any kind cannot be planted as replacement trees.

(2) The applicant shall select a tree species to ensure diversity and site suitability and avoid monocultures. The size of all required replacement trees shall be no less than 24 inch box trees.

(3) Replacement trees shall be planted in accordance with the ANSI A300 Tree Care Standards and accompanying ISA best management practices companion for tree planting so as to encourage vigorous and healthy growth. Before planting, the replacement tree's growth and spacing characteristics shall be considered to minimize conflicts with, for example, structures, other trees, utilities and the public right of way. The planting of the replacement trees on the applicant's property shall occur during the seasonally optimal periods identified by ISA standards or as otherwise directed by the City Arborist.

(4) If the Tree Removal Permit allows for the transplanting of a Removed Protected Tree or Significant Tree, the Protected Tree or Significant Tree shall be replanted in accordance with the ANSI A300 Tree Care Standards for relocating/transplanting trees.

(5) All replacement trees shall be planted on the property from which the Protected Tree, Significant Tree, Restricted Tree or Restricted Tree in a

Fire Hazard Severity Zone was Removed. The Director may authorize a request to plant the replacement tree offsite in accordance with the provisions set forth in the Administrative Regulations, however, no more than 50% of the required replacement trees may be planted off-site.

(6) When the replacement tree or tree(s) is or are planted, the applicant shall contact the Public Works Department for an inspection of the work. The City will refund the applicant(s) deposit for each replacement tree planted. If the applicant has not planted the replacement tree prior to the expiration of the Tree Removal Permit, the applicant forfeits his, her or its deposit to the City. The City shall place the forfeited deposit in a separate City fund to be used for the planting of trees or other tree related uses at the discretion of the City.

(7) If a replacement tree does not survive for a period of two years, the applicant or current owner or lessee of the property where the replacement tree is located, shall be required to replace it with another replacement tree that complies with the provisions of this Section 34.7 or pay the City the full cost of replacing the tree at a location to be determined by the City.

(8) As an alternative to subparagraph (7) above, the Director, Commission or Planning Review Authority, as applicable, may, in their discretion require the applicant to post a bond or surety for a five-year period to guarantee the survival of the replacement tree(s). The amount of the bond or surety shall be in accordance with the "Guide for Plant Appraisal" (ISA publication, most recent edition).

(c) Number of Replacement Trees Required.

(1) The replacement tree requirement for Tree Removals not associated with Development is one tree for each Protected Tree, Significant Tree, Restricted Tree or Restricted Tree in a Fire Hazard Severity Zone Removed.

(2) The replacement tree requirements for Tree Removal Permits associated with Development is as follows:

(a) Two replacement trees shall be required for each 16-inch DBH increment of the existing Protected Tree or Significant Tree proposed for Removal. For example:

(i) Two replacement trees shall be required for each Protected Tree or Significant Tree Removed with a DBH of 0-16 inches.

(ii) Four replacement trees shall be required for each Protected Tree or Significant Tree Removed with a DBH of more than 16 inches and less than or equal to 32" inches.

(iii) Six replacement trees shall be required for each Protected Tree or Significant Tree Removed with a DBH of more than 32 inches.

(d) Tree Removal and Replacement Plan. A tree removal and replacement plan ("Replacement Plan") is required in conjunction with an application for a Tree Removal Permit associated with Development. The Replacement Plan shall comply with the provisions set forth in the Administrative Regulations.

34.8 Emergency Trimming of Protected Trees.

(a) In the event of an Emergency that occurs during regular City business hours, a Protected Tree may be Trimmed without a Tree Trimming Permit upon written notification to the Director. Within five (5) business days of the Trimming, documentation supporting the Emergency including photographs, shall be submitted to the Director for review.

(b) If the Emergency occurs outside of regular City business hours or when City Hall is otherwise closed or it was not practicable to notify the Director as required above, a Protected Tree may be Trimmed without a Tree Trimming Permit provided that within five (5) business days of the Trimming, written notification and documentation supporting the Emergency including photographs, is submitted to the Director for review.

34.9 Exemptions.

(a) No Tree Trimming Permit or Tree Removal Permit is required for the Trimming or Removal of a Protected Tree, Significant Tree, Restricted Tree or Restricted Tree in Fire Hazard Severity Zone as applicable, damaged by storm, fire, or other natural disaster which has been determined by the Director, police chief, fire chief, or code enforcement officer to be dangerous to life or property.

(b) No Tree Trimming Permit or Tree Removal Permit is required when the fire department has deemed the Trimming or Removal of any Tree(s) including Protected Trees, Significant Trees, Restricted Tree or Restricted Tree in Fire Hazard Severity Zone critical to providing an effective firebreak.

(c) If not otherwise provided for under state law or regulation of the California Public Utilities Commission, no Tree Trimming Permit or Tree Removal Permit is required when a public utility company is required to Trim or Remove a Protected Tree(s), Significant Tree(s), Restricted Tree or Restricted Tree in Fire Hazard Severity Zone on private property as may be necessary to comply with their safety regulations or to maintain the safe operation of their facilities.

(d) The City is exempt from the provisions of this Chapter, provided that prior to the City's removal of a Protected Tree or Significant Tree, Restricted Tree or Restricted Tree in Fire Hazard Severity Zone, the Public Works Department shall obtain a report from a Certified Arborist affirming the Director's decision to remove the Protected Tree, Significant Tree, Restricted Tree or Restricted Tree in Fire Hazard Severity Zone.

34.10 Obstruction.

(a) It is unlawful for any Person owning, leasing, occupying, having charge or control of any lot or premises in the City to keep or maintain thereon any tree, shrub or plant, or portion thereof, that interferes with or obstructs the free passage of pedestrians along or upon adjacent public sidewalks or of vehicles along or upon adjacent public rights-of-way or interferes with any public utilities. Such interference or obstruction described herein is declared to be a public nuisance.

(b) Every fence, sign, wall, hedge, tree, shrub or planting located within 75 feet of the point of intersection of the centerlines of streets or within 75 feet of the point of intersection of the centerline of a street and a railroad right-of-way that is more than 36 inches in height measured from the nearest adjacent public street level, or that, in the opinion of the Director, constitutes an obstruction to the clear view of motorists on the streets is declared to be a public nuisance; provided, however, that nothing in this section shall be deemed to apply to a wall, building or structure that has been or that may be constructed under a permit issued by the building department of the City.

(c) A violation of this section does not exempt a property owner from having to otherwise comply with the permit requirements of this chapter.

34.11 Violations.

(a) It is unlawful for any Person to violate any provision or fail to comply with any of the requirements of this Chapter.

(b) It is unlawful for any Person to harm by any means, Damage or cause to be Damaged any Protected Tree or Significant Tree located within the

City, or fail to comply with the Standards of Care described in Section 34.1(dd) for any Tree located on their property or in an adjacent public right-of-way.

(c) It is unlawful for any Person to Remove or transplant any Protected Tree or Significant Tree from any property within the City unless a Tree Removal Permit is first obtained from the City.

(d) It is unlawful for any Person to trim the live foliage, limbs or branches of a Protected Tree located within the City without first obtaining a Tree Trimming Permit from the City.

(e) It is unlawful for any Person to remove any Tree from the public right-of-way without first obtaining the express approval of the Director and subject to any regulations adopted pursuant to Section 34.16.

(f) As of the effective date of Ordinance No. 2409, it is unlawful for any Person to plant on private or public property a Restricted Tree(s) or a Restricted Tree(s) in a Fire Hazard Severity Zone.

34.12 Penalties.

Any Person violating any of the provisions of this Chapter is guilty of a misdemeanor, except, at the discretion of the City Prosecutor, the violation may be reduced to an infraction.

In addition, Persons violating any of the provisions of this Chapter also shall be subject to the following:

(a) Penalties for any unintentional violation of the provisions of this Chapter shall be as follows:

(1) Payment of the standard inspection fee that would have been required for any tree Trimming Permit or tree Removal Permit or any other inspection fee; and

(2) Payment of two times the required Tree Removal Permit or Tree Trimming Permit fee; and

(3) Planting two times the number of replacement trees required to be planted for the Removal of any Trees pursuant to Section 34.7 of this Chapter.

(b) Penalties for an Intentional Violation of this Chapter for any Trees Removed not associated with Development shall be as follows:

(1) All the penalties described in Section 34.12(a) of this Chapter; and

(2) The payment of a tree replacement fee in an amount up to, but not to exceed two times, the value of the destroyed, Removed, or Damaged tree. The City Arborist shall determine the value of the destroyed, Removed, or Damaged tree by using the most recent edition of the ISA Guide for Plant Appraisal.

(c) Penalties for an Intentional Violation of this Chapter associated with Development or anticipated future Development on the property shall be all penalties described in Section 34.12(a) and (b)and, in addition, the City Manager may, in his or her discretion, refer the violation to the City Prosecutor for criminal charges or to the Planning Commission for a public hearing to consider additional penalties. In the case of a public hearing, the burden of proof shall be on the City to demonstrate that there is sufficient evidence to a reasonable doubt that there is an Intentional Violation. The Planning Commission, after considering all of the evidence, may impose the additional penalty of prohibiting the issuance of building or construction-related permits for a period up to five years from the date of the violation for the property upon which the Intentional Violation occurred.

In determining whether a building or constructed-related permit may be issued with regard to the prohibition set forth in this Section 34.12(c), the Planning Commission shall consider whether the violation appears to be in furtherance of a Development, as evidenced in the extent of Damage to the Protected Tree(s) or Significant Tree(s), Removal, Damage to the root system, and/or excessive Trimming of Protected Trees or Significant Trees within the buildable area of a property; oral or written admissions; actions taken despite prior warnings; notices of violations; and the number and size of the Damaged and/or Removed Protected Trees or Significant Trees.

Intentional Violations in the context of Development or anticipated Development of property shall require the Planning Commission to determine whether restitution trees are to be planted on the property on which the violation occurred or on public land with costs paid to the City for tree selection, planting and maintenance, or a combination of both. The restitution trees shall be subject to either of the survival guarantees described in Administrative Regulations.

For purposes of this Section 34.12, the violation shall be presumed to have occurred on the date the City has actual knowledge of the violation, and the violator shall have the burden of proving an earlier commencement date, if entitlement to an earlier date is claimed.

Notwithstanding the prohibition on issuance of building or construction- related permits set forth in Section 34.12, building or construction-related permits may be

issued if, in the opinion of the Director of Community Development, they are necessary for the preservation of public health, safety or welfare.

(d) Payment of any penalty and planting of replacement trees shall occur within 60 calendar days of the date the violator was directed to take such action by the Director. If the violator does not complete planting of replacement trees within the allotted time, the Director may procure and plant the requisite replacement trees, and the violator shall be responsible for reimbursing the City for such additional costs. Reimbursement is due and payable within 30 calendar days of the City's issuance of a billing statement.

If payment of the penalty or reimbursement costs is not received by the City within 60 calendar days, the City Manager can instruct that the outstanding obligation be collected in any of the following manners: (1) a civil action in the name of the City, in any court of competent jurisdiction; or (2) use of a debt collection agency; or (3) a lien on the subject property.

(e) All penalties and additional costs related to a tree violation must be paid to the City prior to its issuance of building or construction-related permits unless, in the opinion of the Director of Community Development, such permits are necessary for the preservation of public health, safety or welfare.

34.13 Administrative Regulations.

To implement and enforce this Chapter, the City Manager or his or her designee may adopt administrative procedures, regulations and guidelines consistent with the provisions of this Chapter. These administrative procedures, regulations and guidelines shall have the force and effect of law and may be relied upon by the parties to determine their rights and responsibilities under this Chapter. Such administrative procedures, regulations and guidelines shall be posted at City Hall or on the City's website or made available by the City when so adopted.

34.14 Conflict with Laws.

The City shall interpret and apply the provisions of this Chapter in a manner not to be in conflict with state or federal law."

SECTION 2. Permits Applications and Issued Permits Prior to Ordinance Adoption. Permit applications for Tree Trimming Permits and Tree Removal Permits that have been submitted to the Public Works Department prior to the date this Ordinance becomes effective and for which the permit has not yet been issued, shall be subject to this Ordinance. In such case, the Director will process the application under the provisions of this Ordinance. Tree Trimming

Permits and Tree Removal Permits that have been approved and issued by the Public Works Department on the date this Ordinance becomes effective shall continue to comply with the provisions of Chapter 34 as it exists on December 1, 2025.

SECTION 3. Tree Removal Permits Not Associated With Development Issued on or After January 1, 2025. For any Tree Removal Permit not associated with Development that was issued on or after January 1, 2025, the City Manager has discretion to return any tree replacement deposits currently being held by the City, except that an amount shall be retained to ensure the planting of one replacement tree.

SECTION 4. 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 5. 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 17th day of December 2025.

_____
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. 2409 was duly and regularly approved and adopted at a Regular meeting of the City Council on this 17th day of December 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. 26

DATE: December 17, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Erika Ramirez, Community Development Director

SUBJECT: **CONSIDERATION OF SECOND READING AND ADOPTION OF ORDINANCE NO. 2407 OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING ARTICLE 1 OF CHAPTER 9 OF THE SOUTH PASADENA MUNICIPAL CODE BY MODIFYING CERTAIN PROVISIONS THEREIN AND ADOPTING BY REFERENCE THE 2025 CALIFORNIA BUILDING CODE; THE 2025 CALIFORNIA RESIDENTIAL CODE; THE 2025 CALIFORNIA ELECTRICAL CODE; THE 2025 CALIFORNIA MECHANICAL CODE; THE 2025 CALIFORNIA PLUMBING CODE; THE 2025 CALIFORNIA ENERGY CODE; THE 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE; THE 2025 CALIFORNIA HISTORICAL BUILDING CODE; THE 2025 CALIFORNIA EXISTING BUILDING CODE; AND THE 2025 CALIFORNIA REFERENCED STANDARDS CODE; THE 2025 CALIFORNIA ADMINISTRATIVE CODE; CHAPTER 96 OF TITLE 26 OF THE LOS ANGELES COUNTY CODE AND INCLUDING CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO**

Recommendation

It is recommended that the City Council hold a public hearing and adopt Ordinance No. 2407 adopting by reference certain titles of the Building Standards Code.

Executive Summary

The California Building Standards Commission has released the 2025 Edition of the California Building Standards Codes, which includes updates to the Building, Residential, Electrical, Mechanical, Plumbing, Green Building Standards, and Fire Codes as well as other codes included therein. State law requires all cities to adopt the updated codes by reference within 180 days of publication, with an effective date of January 1, 2026.

Adoption of the 2025 California Building Code ensures that the City of South Pasadena remains compliant with state-mandated safety, energy, and accessibility standards that protect public health and welfare. The proposed ordinance adopts by reference the California Building Code, which establishes minimum requirements for building safety. Local administrative amendments are included to align enforcement procedures and maintain continuity with existing municipal regulations.

On November 5, 2025, the City Council introduced the hearing. The ordinance is now

presented for adoption in conjunction with the required public hearing pursuant to Government Code Section 50022.3. Adoption will maintain compliance with State law, ensure effective implementation of permitting, inspection, and fire prevention practices, and continue to safeguard the City's built environment through the consistent application of up-to-date building and fire safety standards.

Background
The California Building Standards Commission (the CBSC) is responsible for building codes used for the construction of buildings within the State. The International Building Code is the uniform code referenced and adopted by California. Approximately every three years, a new version of the International Building Code is published by the International Code Council (ICC). The CSBC makes amendments to the International Building Code and publishes the California Building Codes on July 1, commonly known as Title 24. The California Building Codes are required to be adopted by every city within the State 180 days after publication by the state and are to take effect January 1st of the following calendar year.

The City of South Pasadena adopted the 2023 Building Code on December 7, 2022.

The 2025 version of Title 24 adopted on July 1, 2025, is currently available in its entirety (https://www.dgs.ca.gov/BSC/Codes).

Recent state legislation will prevent cities from establishing more restrictive building standards than those in the California Building Codes. Prior to AB 130, if a city made findings that the more stringent standard or "local amendment" was necessary because of local climatic, geological or topographical conditions said amendment was allowed to be processed under Health & Safety Code Sections 17958.5 and 18941.5. In July, 2025, California implemented AB 130, which places a moratorium on residential building code modifications. This law took effect on October 1, 2025, and will last until June 1, 2031. This freeze prevents local jurisdictions from adopting new "reach codes" that exceed state minimums for residential units, with limited exceptions for home hardening, emergencies, and codes that are substantially equivalent to those in effect before January 1, 2025.

Analysis
A building code establishes minimum standards for the design, construction, and maintenance of physical buildings to ensure the safety, health, and welfare of the public. Building codes regulate aspects such as structural integrity, fire safety, accessibility, energy efficiency and sanitation to protect occupants and the community from hazards. By providing clear guidelines for builders, contractors, architects, and engineers, building codes help create safe and resilient structures while supporting orderly development and compliance with community planning goals.

The 2025 California Building Standards Codes will take effect on January 1, 2026. The new codes apply to building permit applications submitted on or after that date. Based upon the draft ordinance, permit applications submitted on or before December 31, 2025, remain subject to the current 2022 codes for as long as the application stays active.

The Proposed Ordinance has been prepared to include the following revisions:

1. Article I of Chapter 9, related to unreinforced masonry and seismic safety, are being retained and realigned under Article III to maintain continuity with the prior Building

Code.
2. Article I of Chapter 9 on certain administrative items amended based on administrative needs identified in prior years, this would consolidate local provisions for permit expirations, extensions, refunds, valuation, and certificates.
3. Adoption of 2025 Building, Residential, Electrical, Mechanical and Plumbing Codes with minor amendments to the California Code.
4. Building Code Chapter 9, Chapter 15 and Residential Code Sections R309 and R902.2.1 are amended to align with the existing Fire Code amendments to keep the codes correlated with each other.
5. Building Code Chapter 33 and Residential Code R301.1.3.2 are amended to carry out existing amendments to this new code cycle.
6. The remaining titles of the Building Standards Code (Administrative Code, Energy Code, Historical Building Code, Existing Building Code, Referenced Standards Code) are being adopted as is.

Government Code Section 50022.1, et seq., authorizes the adoption of the codes specified in this ordinance. When adopting a code by reference, State law requires that the City Council schedule a Public Hearing after first reading of the ordinance. The Public Hearing can occur in conjunction with the second reading of the ordinance. The ordinance was introduced on November 5, 2025, for the first reading and was read by title only. Pursuant to Government Code Section 50022.3, the notice of Public Hearing was published once a week for two successive weeks, at least five days intervening between the respective publication dates.

In addition, the City Clerk kept on file a copy of the codes to be adopted by reference for 15 days prior to the Public Hearing.

Fiscal Impact
Preparation of the proposed Ordinance for amendment of the City's codes are in the annual work program for the Community Development Department, and City Manager's Office, respectively. Therefore, funding for both efforts is included in the Fiscal Year 2025-2026 Adopted Budget.

Public Notification
A Public Hearing Notice was published December 2 and December 8, 2025, in the Pasadena Star News.

Environmental Analysis
The California Environmental Quality Act (CEQA) does not apply to continuing administrative activities or organizational activities of government that will not result in specific direct or indirect physical changes in the environment, or to the creation of government funding mechanisms or other governmental fiscal activities that do not result in potential environmental impacts. Public Resources Code Section 21065 and State CEQA Guidelines Sections 15378(b)(2) and (b)(5). The draft ordinance makes various technical changes to the existing regulations in the form of local administrative, climate, geologic or topographical changes. On that basis, ordinance is not subject to CEQA.

Attachment:
Attachment No. 1 - Ordinance No. 2407

CITY OF SOUTH PASADENA
ORDINANCE NO. 2407

AN ORDINANCE OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING ARTICLE 1 OF CHAPTER 9 OF THE SOUTH PASADENA MUNICIPAL CODE BY MODIFYING CERTAIN PROVISIONS THEREIN AND ADOPTING BY REFERENCE THE 2025 CALIFORNIA BUILDING CODE; THE 2025 CALIFORNIA RESIDENTIAL CODE; THE 2025 CALIFORNIA ELECTRICAL CODE; THE 2025 CALIFORNIA MECHANICAL CODE; THE 2025 CALIFORNIA PLUMBING CODE; THE 2025 CALIFORNIA ENERGY CODE; THE 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE; THE 2025 CALIFORNIA HISTORICAL BUILDING CODE; THE 2025 CALIFORNIA EXISTING BUILDING CODE; AND THE 2025 CALIFORNIA REFERENCED STANDARDS CODE; THE 2025 CALIFORNIA ADMINISTRATIVE CODE; CHAPTER 96 OF TITLE 26 OF THE LOS ANGELES COUNTY CODE AND INCLUDING CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO

WHEREAS, the 2025 California Building Standards Code has been published by the California Building Standards Commission; and

WHEREAS, the City of South Pasadena (City) is permitted by state law to amend the California Building, Residential, Electrical, Mechanical, and Plumbing Codes (Title 24, Parts 2, 2.5, 3, 4, 5, and 10) by adoption and amendment only prior to January 1, 2026; and

WHEREAS, the City finds that amendments to the 2025 California Building, Residential, Electrical, Mechanical, and Plumbing Codes are necessary because of local climatic, geologic and/or topographic conditions; and

WHEREAS, the findings supporting the necessity for the amendments to building standards herein are contained in Exhibit A to this ordinance in accordance with California Health and Safety Code Section 18941.5 and such findings are adopted and incorporated by reference herein; and

WHEREAS, in accordance with Section 15061(b)(3) of Title 14 of the California Code of Regulations, the adoption of local amendments to the California Building Standards Code which amend the South Pasadena Municipal Code are exempt from the provisions of the California Environmental Quality Act because such actions are largely administrative in nature, are designed to improve and not degrade environmental quality, and the impacts of these local amendments to the building standards code will not adversely affect the environment in any manner that could be significant.

WHEREAS, to the extent the provisions of this Ordinance are substantially the same as previous provisions of the South Pasadena Municipal Code, these provisions shall be construed as continuations of those provisions and not as new enactments.

THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA DOES ORDAIN AS FOLLOWS:

SECTION 1. The facts set forth in the recitals of this Ordinance are true and correct and incorporated herein as if set forth in full. and their findings to be true and correct.

SECTION 2. Subsections 106.7, 107.2, 107.6, 109.4, 109.5, 115.3, 116.1, 116.2 of Section 9.1 (Building Code Administration) of Article 1 (Code Adoption and Amendments) of Chapter 9 (Buildings) of the South Pasadena Municipal Code is amended to read as follows:

1. Chapter 9, Article I Section 9.1, Subsection 106.7 is amended in its entirety to read as follows:

"106.7 Expiration of Plan Check Applications. A plan check application shall expire and become null and void if a permit is not issued within one (1) year from the date of application. Upon expiration, the Building Official may dispose of the submitted plans, calculations, and related documents.

The Building Official may, at their discretion, grant one or more extensions of time, each not to exceed one hundred eighty (180) days, provided that:

1. The applicant submits a written request demonstrating that the delay was due to circumstances beyond the applicant's control.

2. For extensions requested prior to expiration, the request is submitted before the expiration date.

3. For extensions requested after expiration, the request is submitted within twelve (12) months following the date of expiration.

4. An extension fee, in an amount determined by the Building Official, not to exceed twenty-five percent (25%) of the original plan check fee, is paid for each extension; and

5. The total cumulative extension period shall not exceed two (2) years from the original expiration date, with extensions issued only in increments not exceeding one hundred eighty (180) days, and a separate extension fee required for each extension granted.

Any extension granted after expiration shall be deemed a continuation of the original application and shall not constitute a reissuance or a new application. Once an application, including any extension thereof, has expired without further extension, the applicant shall file a new application, submit new plans and calculations, and pay all applicable fees in accordance with the codes and regulations then in effect."

2. Chapter 9, Article I Section 9.1, Subsection 107.2 is amended in its entirety to read as follows:

"107.2 Work exempt from permit. Exemption from the permit requirements of this Code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this Code, other laws, ordinances, or regulations, or required approvals from other City Departments and State and federal agencies.

Building:

A building permit shall not be required for the following:

Unless otherwise exempted, separate plumbing, electrical and mechanical permits will be required for the below-exempted items.

1. Work not regulated by the Building Code, except where deemed necessary by the Building Official to enforce other Federal and/or State Laws, State disabled access requirements, or to enforce City ordinances or policies.
2. Painting; wallpapering; installing carpet, vinyl, tile, and similar floor coverings, cabinets, counter tops and similar finish work where disabled access requirements do not apply.

3. Repairing broken window glass not required by the Building Code to be safety or security glazing.
4. One-story detached accessory buildings used as tool and storage sheds, shade structures, pump houses, and similar uses, provided the gross floor area does not exceed 120 square feet (11.15 m^2), the height does not exceed 12 feet (3.69 m), and the maximum roof projection does not exceed 24 inches (610 mm).
5. Chain-link, wrought-iron and similar fences not more than 12 feet in height.
6. Masonry, concrete, wood and similar fences not more than 6 feet in height.
7. Exception: Wood fences not more than 8 feet in height with 60 percent or more of the fence open and incapable of being loaded by wind.
8. Retaining walls that retain not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding a Class I, II, or III-A liquids.
9. Ground-mounted radio and television antenna towers that do not exceed 45 feet in height and ground-supported dish antennas not exceeding 15 feet in height above finished grade in any position.
10. Light standards which do not exceed 30 feet (9,144 mm) in height.
11. Flagpoles not erected upon a building and not more than 15 feet (4,572 mm) high.
12. Tanks not storing hazardous material as defined in the Fire Code provided that:
    12.1 Steel tanks are supported on a foundation not more than 2 feet (610 mm) above grade and the overall height to diameter or width does not exceed 1½ times the diameter.
    12.2 Water tanks constructed of materials other than steel, including cisterns and rain barrels, are supported directly on grade, the overall height to diameter or width does not exceed 1½ times the diameter, and the capacity does not exceed 5000 gallons (18925 L).
13. Gantry cranes and similar equipment.
14. Motion picture, television and theater stage sets and scenery. Buildings or structures constructed as part of a set or as scenery shall not be occupied or used for any other purpose.
15. A playhouse or tree house provided that:
    15.1 It does not exceed 64 square feet (5.94 m 2) in area nor 8 feet (2438 mm) in height from floor to roof.

15.2 The ceiling height as established by door height or plate line does not exceed 6 feet (1829 mm).

16. Canopies or awnings, completely supported by the exterior wall, attached to a Group R-3 or U Occupancy, and extending not more than 54 inches (1372 mm) from the exterior wall of the building, and not encroaching into the public right-of-way or any required fire separation distance specified by this Code.
17. Sheds, office or storage buildings, and other structures that are less than 1,500 square feet (139 m²) and incidental to work authorized by a valid grading or building permit. Such structures must be removed upon expiration of the permit or completion of the work covered by the permit.
18. Oil derricks.
19. Decks, walks and driveways not more than 30 inches (762 mm) above grade and not over any basement or story below, and which are not part of an accessible route.
20. Prefabricated swimming pools and other bodies of water accessory to a Group R-3 Occupancy that are less than 18 inches (0.46 m) deep, or do not exceed 5,000 gallons (18,927 L) and are installed entirely above adjacent grade.
21. Playground equipment.
22. One-story detached animal cages and kennels, chicken coops, and animal pens provided the gross floor area does not exceed 300 square feet (37.2 m^2) and the height does not exceed 6 feet (1.8 m) and at least one horizontal dimension does not exceed 12 feet (3.69 m).
23. Non-combustible livestock shelters provided that the gross floor area does not exceed 300 square feet (27.9 m^2), the height does not exceed 12 feet (3.69 m), and at least 3 sides are each a minimum of 65 percent open.
24. Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

Electrical:

An electrical permit shall not be required for the following:

25. Minor repair work, such as the replacement of lamps, switches, receptacle devices, sockets, and the like, or the connection of portable motor and appliances to suitable receptacles which have been permanently installed.
26. The wiring for temporary theater, motion picture or television stage sets.

27. Electrical wiring, devices, appliances, apparatus, or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy.
28. Low-energy power, control, and signal circuits are not an integral part of an appliance and in which the power is limited from a source having a rated output of not more than 30 volts and 1,000 volt-amperes.
29. Temporary decorative lighting.
30. The installation of temporary wiring for testing or experimental purposes within suitable facilities.
31. Replacement of over-current devices of the same type and the same rating.
32. Portable generators, portable motors, appliances, tools, power outlets, and other portable equipment connected by means of a cord or cable having an attachment plug.
33. Private telephone, intercom, sound and communication systems; provided, however, that the above system(s) do not exceed the value as indicated in (c) and (d) of this section. A permit shall be obtained for the power supplies required by the above systems.

Mechanical:

A mechanical permit shall not be required for the following:

34. Any portable heating appliance.
35. Any portable ventilating equipment.
36. Any portable cooling unit.
37. Any steam, hot, or chilled water piping within any heating or cooling equipment regulated by this Code.
38. Replacement of any component part or assembly of an appliance which does not alter its original approval and complies with other applicable requirements of this Code.
39. Any portable evaporative cooler.
40. Any refrigerating equipment which is a part of the equipment for which a permit has been issued pursuant to the requirements of this Code.
41. Any unit refrigerating system.

Plumbing:

A Plumbing permit shall not be required for the following:

42. Clearing of stoppages and stopping of leaks which do not involve the replacement of any plumbing (including fixtures, traps, tailpieces and valves), drainage piping, vent piping, waste piping, soil piping, water piping or gas piping.
43. (b) Change of residential plumbing fixtures which do not involve the replacement of the existing waste and vent piping excluding the trap, to include, residential toilets, residential bathroom hand sinks, bathtub and residential kitchen sinks.
44. (c) Connection of any appliance approved for and intended to be connected by flexible gas piping to a gas shutoff valve which was previously permitted and inspected under a valid Plumbing permit."

3. Chapter 9, Article I Section 9.1, Subsection 107.6 is amended in its entirety to read as follows:

"107.6 Expiration of Permit. Every permit issued under the provisions of this Code shall expire by limitation and become null and void if any of the following conditions occur:

1. The work authorized by such permit is not commenced within one (1) year from the date of permit issuance; or

2. No required building inspection, as defined in this Code and as identified on the Job Record issued with the permit, is approved by the Building Official within one (1) year from the date of the last approved inspection.

Partial inspections, or inspections related solely to electrical, mechanical, plumbing, grading, or reroofing, shall not constitute a required building inspection unless such work is integral to the primary building permit.

Supplemental permits for electrical, grading, mechanical, plumbing, or reroofing shall remain valid so long as the associated primary building permit remains active.

The Building Official may, at their discretion, grant one or more extensions of time, each not to exceed one hundred eighty (180) days, to prevent or cure the expiration of a permit, provided that:

1. The permittee submits a written request demonstrating that the delay in progress was due to circumstances beyond the permittee's control;

2. For extensions requested prior to expiration, the request is submitted before the expiration date;

3. For extensions requested after expiration, the request is submitted within twelve (12) months following the date of expiration; and

4. An extension fee, in an amount determined by the Building Official, not to exceed twenty-five percent (25%) of the original permit fee, is paid for each extension.

Multiple extensions may be granted to cover the requested period of time; however, each extension shall be issued in increments not exceeding one hundred eighty (180) days, and a separate extension fee shall apply to each extension granted.

Any extension granted after expiration shall be deemed a continuation of the original permit and shall not constitute a reissuance or issuance of a new permit.

If no extension is granted, the permit shall remain expired and no further work shall be performed under that permit. The permittee shall be required to submit a new permit application, including all required plans and calculations, and pay all applicable fees in accordance with the codes and regulations then in effect."

4. Chapter 9, Article I Section 9.1, Subsection 109.4 is amended in its entirety to read as follows:

"109.4 Certificate of Occupancy

Upon passing final inspection and demonstrating compliance with this Code, applicable laws, ordinances, rules, and regulations, and upon full payment of all required fees, the Building Official may issue a Certificate of Occupancy upon written request by the permit holder.

The Certificate of Occupancy shall include the following information:

1. The building permit number.
2. The address of the building or structure.
3. A description of the portion of the building covered by the certificate.
4. A statement that the described portion was inspected and found to comply with applicable codes and regulations for the intended occupancy and use classification.
5. The date of final approval; and
6. Any additional information deemed necessary by the Building Official."

5. Chapter 9, Article I Section 9.1, Subsection 109.5 is amended in its entirety to read as follows:

“109.5 Temporary Certificate of Occupancy

The Building Official may issue a Temporary Certificate of Occupancy for the use or occupancy of any portion of a building or structure prior to the completion of all permitted work, provided it is determined that no substantial hazard will result from such use or occupancy.

A Temporary Certificate of Occupancy shall:

1. Specify the portion of the building or premises to be occupied.
2. Be valid for an initial period of thirty (30) calendar days; and
3. Be subject to a fee per 30-day period, as established by the adopted fee schedule.

If additional time is needed, the Building Official may, upon written request and justification, approve a longer duration by allowing multiple 30-day periods to be purchased in advance. The total authorized time shall be based on project-specific conditions and shall remain at the discretion of the Building Official.

Upon expiration of a Temporary Certificate of Occupancy and any approved extensions, no portion of the building or premises shall be occupied until final approval, or a Certificate of Occupancy is issued.”

6. Chapter 9, Article I Section 9.1, Subsection 115.3 is amended in its entirety to read as follows:

“115.3 Valuation. The determination of value or valuation under any of the provisions of this code shall be made by the Building Official. Valuation shall be based on the type of construction, occupancy classification, and size of the project, and shall include all components of the permitted work, including structural elements, finishes, roofing, mechanical, electrical, plumbing, fire protection systems, and other permanently installed features or equipment.

In establishing valuation, the Building Official may reference the most current Building Valuation Data (BVD) published by the International Code Council or other similar industry data sources. These references are intended to provide a consistent and uniform basis for determining construction valuation for fee assessment purposes. The calculated valuation is not required to reflect actual or reported construction costs.”

7. Chapter 9, Article I Section 9.1, Subsection 116.1 is amended in its entirety to read as follows:

“116.1 Plan Check Fee Refunds. Plan check fees may be refunded up to a maximum of eighty percent (80%) of the original plan check fee, provided that:

1. no plan review has been performed; and
2. a written request for a refund is submitted to the Building Official within one (1) year from the date of payment; and
3. the refundable amount exceeds the equivalent of the minimum permit fee, as determined by the current adopted fee schedule.

The Building Official shall determine eligibility and the amount of any refund in accordance with these provisions.”

8. Chapter 9, Article I Section 9.1, Subsection 116.2 is amended in its entirety to read as follows:

“116.2 Permit Fee Refunds. Permit fees may be refunded to a maximum of eighty percent (80%) of the original permit fee, provided that:

1. No portion of the work authorized by the permit has commenced; and
2. The permit has been cancelled; and
3. A written request for refund is submitted to the Building Official within one (1) year from the date of permit cancellation or expiration; and
4. The refundable amount exceeds the equivalent of the minimum permit fee, as determined by the current adopted fee schedule.

Permit issuance fees are non-refundable. The Building Official shall determine eligibility and the amount of any refund in accordance with these provisions.”

SECTION 3. Section 9.1.1 of Article 1 (Code Adoption and Amendments) of Chapter 9 (Buildings) of the South Pasadena Municipal is amended in its entirety to read as follows:

“9.1.1 BUILDING CODE ADOPTED.

Chapter 2 through 35 and Appendices C, F, H, I, J, O, P and Q of 2025 California Building Code, Title 24 Part 2 of California Code of Regulations, as published by the California Building Standards Commission, is hereby adopted by reference pursuant to the provisions of Sections 50022.1 through 50022.10 of the Government Code of the State of California as though fully set forth herein and made a part of the South Pasadena

Municipal Code with the same force and effect as though set out in full, including all of the regulations, revisions, conditions and terms contained therein except as revised in this ordinance.

The administration of the Building Code shall be as set forth in Section 9.1 of this Code.

In accordance with Section 50022.6 of the California Government Code, not less than one copy of said California Building Code together with any and all amendments thereto proposed by the City, has been and is now filed in the office of the Community Development Department, shall remain on file with the Building Official, and shall collectively be known as the *City of South Pasadena Building Code* and may be cited as Chapter 9, Article I Section 9.1.1 of the City of South Pasadena Municipal Code."

SECTION 4. Section 9.1.2 of Article 1 (Code Adoption and Amendments) of Chapter 9 (Buildings) of the South Pasadena Municipal Code is amended to read as follows:

"9.1.2 CITY SPECIFIC MODIFICATIONS

Chapters 9, 15, 33 of the California Building Code, adopted by reference as the Building Code of the City, are hereby amended, deleted or added as follows:

1. Chapter 9 of the Building Code is deleted in its entirety and replaced with Chapter 9 of California Fire Code as adopted and amended by South Pasadena Municipal Code Chapter 14 Fire Prevention, Section 14.5, Fire Code Modified.
2. Table 1505.1 is amended in its entirety to read:

TABLE 1505.1
MINIMUM ROOF COVERING CLASSIFICATIONS
FOR TYPES OF CONSTRUCTIONS

IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A	A	A	A	A	A	A	A	A

3. Section 1505.1.2 Roof Coverings. Except as permitted per SPMC Chapter 14 Fire Prevention, Section 14.1.2 Special provisions related to roof types, all roof covering of every structure shall be Class A.
4. A new Section 3301.3 is added to read:

3301.3 On-Site Fencing During Construction.

3301.3.1 General. A fence shall be provided any time grading, demolition, or construction work requiring a grading or building permit is performed. The fence shall totally enclose the perimeter of all property. Locking gates may be provided at any location.

Exceptions:

1) When approved by the Building Official, a fence need not enclose residential property when at least one dwelling is continuously occupied. Approval not to fence the property may be revoked in writing by the Building Official if the property is found to be unoccupied for any length of time. For the purposes of this exception, continuously occupied is not intended to imply that the occupants must be continuously present.

2) When approved by the Building Official, the fence may enclose areas other than the perimeter of the property.

3301.3.2 Fence Construction. The fence shall be 6 feet in height measured from adjacent grade on the exterior side of the fence, and constructed from chain link, lumber, masonry or other approved materials. The fence shall be self-supporting and shall not incorporate structures or fencing on adjacent property without written approval of the adjacent property owner.

3301.3.3 Duration of Fencing. The fence shall be erected prior to the start of any grading, demolition, or construction work and shall remain in place until the work for which a grading or building permit is required has been completed.

Exceptions:

1) All or portions of the fence may be removed daily during construction so long as the property is continuously occupied, and all portions of the removed fence are replaced prior to the property being unoccupied.

2) When approved by the Building Official, the fence may be removed prior to completion of the grading, demolition, or construction work, if the property is determined by the building official to no longer provide an unsafe or hazardous condition.

3301.3.4 Failure to Comply. If the property is found unfenced and the building official determines that an unsafe or hazardous condition exists, the City may take action to correct the noncomplying condition

by providing the required fence. The building official may then issue a notice to stop work until all fees incurred by the City to properly fence the property have been recovered. If such fees have not been recovered by the City within 30 days, the City may take action to recover the costs in accordance with the requirements of the Code(s) having jurisdiction over any portion of the work.

SECTION 5. Section 9.2.1 of Article 1 (Code Adoption and Amendments) of Chapter 9 (Buildings) of the South Pasadena Municipal Code is amended to read as follows:

"9.2.1 ELECTRICAL CODE ADOPTED

89.102 through 89.114 of Article 89, Article 90, Chapters 1 through 9, and Annexes A, B, C, D, E, F, G, H, I and J of 2025 California Electrical Code, Title 24 Part 3 of California Code of Regulations, is hereby adopted by reference pursuant to the provisions of Sections 50022.1 through 50022. 10 of the Government Code of the State of California as though fully set forth herein and made a part of the South Pasadena Municipal Code with the same force and effect as though set out in full, including all the regulations, revisions, conditions and terms contained therein.

The administration of the Electrical Code shall be as set forth in Section 9.1 of this Code.

In accordance with Section 50022.6 of the California Government Code, not less than one copy of said California Electrical Code together with any and all amendments thereto proposed by the City, has been and is now filed in the office of the Community Development Department, shall remain on file with the Building Official, and shall collectively be known as the City of South Pasadena Electrical Code and may be cited as Chapter 9, Article 1 Section 9.2.1 of the City of South Pasadena Municipal Code."

SECTION 6. Section 9.3.1 of Article 1 (Code Adoption and Amendments) of Chapter 9 (Buildings) of the South Pasadena Municipal Code is amended to read as follows:

"9.3.1 PLUMBING CODE ADOPTED

Division I Sections 1.2.0 through 1.14.0 of Chapter 1, Chapters 2 through 17 and Appendices A, B, D, H, I and J of 2025 California Plumbing Code, Title 24 Part 5 of California Code of Regulations, as published by the California Building Standards Commission, is hereby adopted by reference pursuant to the provisions of Sections 50022.1 through 50022.10 of the Government Code of the State of California as though fully set forth herein

and made a part of the South Pasadena Municipal Code with the same force and effect as though set out in full, including all of the regulations, revisions, conditions and terms contained therein.

The administration of the Plumbing Code shall be as set forth in Section 9.1 of this Code.

In accordance with Section 50022.6 of the California Government Code, not less than one copy of said California Plumbing Code together with any and all amendments thereto proposed by the City, has been and is now filed in the office of the Community Development Department, shall remain on file with the Building Official, and shall collectively be known as the City of South Pasadena Plumbing Code and may be cited as Chapter 9, Article 1 Section 9.3.1 of the City of South Pasadena Municipal Code."

SECTION 7. Section 9.4.1 of Article 1 (Code Adoption and Amendments) of Chapter 9 (Buildings) of the South Pasadena Municipal Code is amended to read as follows:

"9.4.1 MECHANICAL CODE ADOPTED

Division I Sections 1.2.0 through 1.14.0 of Chapter 1, Chapters 2 through 17 and Appendices B, C and D of 2025 California Mechanical Code, Title 24 Part 4 of California Code of Regulations, as published by the California Building Standards Commission, is hereby adopted by reference pursuant to the provisions of Sections 50022.1 through 50022.10 of the Government Code of the State of California as though fully set forth herein and made a part of the South Pasadena Municipal Code with the same force and effect as though set out in full, including all of the regulations, revisions, conditions and terms contained therein.

The administration of the Mechanical Code shall be as set forth in Section 9.1 of this Code.

In accordance with Section 50022.6 of the California Government Code, not less than one copy of said California Mechanical Code together with any and all amendments thereto proposed by the City, has been and is now filed in the office of the Community Development Department, shall remain on file with the Building Official, and shall collectively be known as the City of South Pasadena Mechanical Code and may be cited as Chapter 9, Article 1 Section 9.4.1 of the City of South Pasadena Municipal Code."

SECTION 8. Section 9.5.1 of Article 1 (Code Adoption and Amendments) of Chapter 9 (Buildings) of the South Pasadena Municipal Code is amended to read as follows:

"9.5.1 RESIDENTIAL CODE ADOPTED

Chapters 2 through 10, Chapter 44 of 2025 California Residential Code, Title 24 Part 2.5 of California Code of Regulations as published by the California Building Standards Commission, is hereby adopted by reference pursuant to the provisions of Sections 50022.1 through 50022.10 of the Government Code of the State of California as though fully set forth herein and made a part of the South Pasadena Municipal Code with the same force and effect as though set out in full, including all of the regulations, revisions, conditions and terms contained therein except that those certain sections thereof which are necessary to meet local conditions as hereinafter set forth in Section 9.5.2 of this Code are hereby repealed, added or amended to read as set forth therein.

In accordance with Section 50022.6 of the California Government Code, not less than one copy of said California Residential Code together with any and all amendments thereto proposed by the City, has been and is now filed in the office of the Community Development Department, shall remain on file with the Building Official, shall collectively be known as the City of South Pasadena Residential Code and may be cited as Chapter 9, Article1, Section 9.5.1 of the City of South Pasadena Municipal Code."

SECTION 9. Section 9.5.2 of Article 1 (Code Adoption and Amendments) of Chapter 9 (Buildings) of the South Pasadena Municipal Code is amended to read as follows:

"9.5.2 CITY SPECIFIC MODIFICATIONS

Chapter 3 of California Residential Code, adopted by reference as the Residential Code of the City, are hereby amended, deleted or added as follows:

1. Section R301.1.3.2 is amended in its entirety to read:

R301.1.3.2 Wood Frame Structures. The Building Official shall require construction documents to be approved and stamped by a California licensed architect or engineer for all dwellings of wood frame construction more than two stories and basement in height located in Seismic Design Category A, B, or C. Notwithstanding other sections of law, the law establishing these provisions is found in Business and Professions Code Sections 5537 and 6737.1.
The Building Official shall require construction documents to be approved and stamped by a California licensed architect or engineer for all dwellings of wood frame construction more than one story in height or with a basement located in Seismic Design Category D0, D1, or D2 or E.

2. Section R309 is deleted in its entirety and replaced with section 903 of the Chapter 9 Section 903 of California Fire Code as adopted and amended by SPMC Chapter 14 Fire Prevention, Section 14.4, Fire Code Amended.

3. Section R902.2.1 is amended in its entirety to read:

   R902.2 Roof Coverings in All Areas. Except as permitted per SPMC Chapter 14 Fire Prevention, Section 14.1.2 Special provisions related to roof types, all roof covering of every structure shall be Class A."

SECTION 10. Section 9.6.1 of Article 1 (Code Adoption and Amendments) of Chapter 9 (Buildings) of the South Pasadena Municipal Code of the South Pasadena Municipal Code is amended to read as follows:

"9.6.1 ENERGY CODE ADOPTED"

The 2025 California Energy Code, Title 24 Part 6 of California Code of Regulations, is hereby adopted by reference pursuant to the provisions of Sections 50022.1 through 50022.10 of the Government Code of the State of California as though fully set forth herein and made a part of the South Pasadena Municipal Code with the same force and effect as though set out in full, including all the regulations, revisions, conditions and terms contained therein.

The administration of the Energy Code shall be as set forth in Section 9.1 of this Code.

In accordance with Section 50022.6 of the California Government Code, not less than one copy of said California Energy Code together with any and all amendments thereto proposed by the City, has been and is now filed in the office of the Community Development Department, shall remain on file with the Building Official, and shall collectively be known as the City of South Pasadena Energy Code and may be cited as Chapter 9, Article 1 Section 9.6.1 of the City of South Pasadena Municipal Code."

SECTION 11. Section 9.7.1 is hereby added to Article 1 (Code Adoption and Amendments) of Chapter 9 (Buildings) of the South Pasadena Municipal Code to read as follows:

"9.7.1 GREEN BUILDING STANDARDS CODE ADOPTED"

The 2025 California Green Building Standards Code, Title 24 Part 11 of California Code of Regulations, is hereby adopted by reference pursuant to the provisions of Sections 50022.1 through 50022. 10 of the Government Code of the State of California as though fully set forth herein and made a part of the South Pasadena

Municipal Code with the same force and effect as though set out in full, including all the regulations, revisions, conditions and terms contained therein.

The administration of the Green Building Standards Code shall be as set forth in Section 9.1 of this Code.

In accordance with Section 50022.6 of the California Government Code, not less than one copy of said California Green Building Standards Code together with any and all amendments thereto proposed by the City, has been and is now filed in the office of the Community Development Department, shall remain on file with the Building Official, and shall collectively be known as the City of South Pasadena Green Building Standards Code and may be cited as Chapter 9, Article 1, Section 9.7.1 of the City of South Pasadena Municipal Code."

SECTION 12. Section 9.8.1 is hereby added to Article 1 (Code Adoption and Amendments) of Chapter 9 (Buildings) of the South Pasadena Municipal Code to read as follows:

"9.8.1 HISTORICAL BUILDING CODE ADOPTED"

The 2025 California Historical Building Code, Title 24 Part 8 of California Code of Regulations, is hereby adopted by reference pursuant to the provisions of Sections 50022.1 through 50022. 10 of the Government Code of the State of California as though fully set forth herein and made a part of the South Pasadena Municipal Code with the same force and effect as though set out in full, including all the regulations, revisions, conditions and terms contained therein.

The administration of the Historical Building Code shall be as set forth in Section 9.1 of this Code.

In accordance with Section 50022.6 of the California Government Code, not less than one copy of said California Historical Building Code together with any and all amendments thereto proposed by the City, has been and is now filed in the office of the Community Development Department, shall remain on file with the Building Official, and shall collectively be known as the City of South Pasadena Historical Building Code and may be cited as Chapter 9, Article 1, Section 9.8.1 of the City of South Pasadena Municipal Code."

SECTION 13. Section 9.9.1 is hereby added to Article 1 (Code Adoption and Amendments) of Chapter 9 (Buildings) of the South Pasadena Municipal Code to read as follows:

"9.9.1 EXISTING BUILDING CODE ADOPTED"

The 2025 California Existing Building Code, Title 24 Part 10 of California Code of Regulations, is hereby adopted by reference pursuant to the provisions of Sections 50022.1 through 50022. 10 of the Government Code of the State of California as though fully set forth herein and made a part of the South Pasadena Municipal Code with the same force and effect as though set out in full, including all the regulations, revisions, conditions and terms contained therein.

The administration of the Existing Building Code shall be as set forth in Section 9.1 of this Code.

In accordance with Section 50022.6 of the California Government Code, not less than one copy of said California Existing Building Code together with any and all amendments thereto proposed by the City, has been and is now filed in the office of the Community Development Department, shall remain on file with the Building Official, and shall collectively be known as the City of South Pasadena Existing Building Code and may be cited as Chapter 9, Article 1, Section 9.9.1 of the City of South Pasadena Municipal Code."

SECTION 14. Section 9.10.1 is hereby added to Article 1 (Code Adoption and Amendments) of Chapter 9 (Buildings) of the South Pasadena Municipal Code to read as follows:

"9.10.1 REFERENCED STANDARDS CODE ADOPTED"

The 2025 California Referenced Standards Code, Title 24 Part 12 of California Code of Regulations, is hereby adopted by reference pursuant to the provisions of Sections 50022.1 through 50022. 10 of the Government Code of the State of California as though fully set forth herein and made a part of the South Pasadena Municipal Code with the same force and effect as though set out in full, including all the regulations, revisions, conditions and terms contained therein.

The administration of the Referenced Standards Code shall be as set forth in Section 9.1 of this Code.

In accordance with Section 50022.6 of the California Government Code, not less than one copy of said California Referenced Standards Code together with any and all amendments thereto proposed by the City, has been and is now filed in the office of the Community Development Department, shall remain on file with the Building Official, and shall collectively be known as the City of South Pasadena Referenced Standards Code and may be cited as Chapter 9, Article 1, Section 9.10.1 of the City of South Pasadena Municipal Code."

SECTION 15. Section 9.11.1 is hereby added to Article 1 (Code Adoption and Amendments) of Chapter 9 (Buildings) of the South Pasadena Municipal Code to read as follows:

“9.11.1 ADMINISTRATIVE CODE ADOPTED”

The 2025 California Administrative Code, Title 24 Part 1 of California Code of Regulations, is hereby adopted by reference pursuant to the provisions of Sections 50022.1 through 50022. 10 of the Government Code of the State of California as though fully set forth herein and made a part of the South Pasadena Municipal Code with the same force and effect as though set out in full, including all the regulations, revisions, conditions and terms contained therein.

The administration of the Administrative Code shall be as set forth in Section 9.1 of this Code.

In accordance with Section 50022.6 of the California Government Code, not less than one copy of said California Administrative Code together with any and all amendments thereto proposed by the City, has been and is now filed in the office of the Community Development Department, shall remain on file with the Building Official, and shall collectively be known as the City of South Pasadena Administrative Code and may be cited as Chapter 9, Article 1, Section 9.11.1 of the City of South Pasadena Municipal Code.”

SECTION 16. Section 9.12 is hereby added to Article 1 (Code Adoption and Amendments) of Chapter 9 (Buildings) of the South Pasadena Municipal Code to read as follows:

“9.12. VIOLATIONS AND ENFORCEMENT.

1. Any person, firm or corporation violating any provisions of Article 1 of Chapter 9 shall be deemed guilty of a misdemeanor and, upon conviction thereof shall be punishable in accordance with chapter 1 of this Code. The issuance or granting of a permit or approval of plans and specifications shall not be deemed or construed to be a permit for, or an approval of, any violation of any of the provisions of this code. No permit presuming to give authority to violate or cancel the provisions of this code shall be valid, except insofar as the work or use which is authorized is lawful.

2. General penalty; continuing violations. Every act prohibited or declared unlawful and every failure to perform an act required by Article 1 of Chapter 9 is a misdemeanor or an infraction as set forth in the said respective pertinent sections of this code and any person causing or permitting a violation of any such section shall be subject to the penalties ascribed to each such section as set forth herein.

3. Violations including aiding, abetting, and concealing. Every person who causes, aids, abets or conceals the fact of a violation of this Article 1 of Chapter 9 is guilty of violating this code.

4. Enforcement by civil action. In addition to the penalties provided herein, the provisions of Article 1 of Chapter 9 may be enforced by civil action. Any condition existing in violation of this code is a public nuisance and may be summarily abated by the city."

SECTION 17. A new section 9.30 is hereby added to Article III (Unreinforced Masonry Building Signage Requirements) of Chapter 9 (Buildings) to read as follows:

"9.30 EARTHQUAKE HAZARD REDUCTION FOR EXISTING UNREINFORCED MASONRY BEARING WALL BUILDINGS

Chapter 96 of Title 26 (Building Code) of the Los Angeles County Code is hereby adopted by reference pursuant to the provisions of Sections 50022.1 through 50022.10 of the Government Code of the State of California as though fully set forth herein and made a part of the South Pasadena Municipal Code with the same force and effect as though set out in full, including all of the regulations, revisions, conditions and terms contained therein, except that those certain sections thereof which are necessary to meet local conditions as hereinafter set forth in Section 9.31 of this Code as hereinafter added or amended to read as set forth therein.

In accordance with Section 50022.6 of the California Government Code, not less than one copy of said Los Angeles County Code Chapter 96 of Title 26 (Building Code) together with any and all amendments thereto proposed by the City, has been and is now filed in the office of the Community Development Department, shall remain on file with the Building Official."

SECTION 18. A new section 9.31 is hereby added to Article III (Unreinforced Masonry Building Signage Requirements) of Chapter 9 (Buildings) to read as follows

"9.31 CITY SPECIFIC MODIFICATIONS

Chapter 96 of Title 26, Los Angeles County Building Code is amended as follows:

1. Section 9605.1 is amended in its entirety to read:

> 9605.1 Time Limitations. The owner of each building within the scope of the 2023 Los Angeles County Building Code Chapter 96 shall, upon receipt of a Service Order and within the time limits set forth in this Ordinance, cause a structural analysis to be made of the building by a licensed civil engineer or architect. If the building does not comply with standards specified in this Chapter and Existing Building Code Appendix Chapter A1 of Part 10, Title 24 of the California Code of Regulations, then the owner shall cause the building to be structurally

altered to conform to such standards or shall cause the building to be demolished.

No person shall make any exterior modification or demolish any structure listed on the City's Inventory of Cultural Resources without prior review by the Cultural Heritage Commission and issuance of a Certificate of Appropriateness pursuant to South Pasadena Municipal Code Section 2.64 or any successor regulation.

Where a Certificate of Appropriateness is required, no plans may be submitted to the Building Division for plan review, and no permits shall be issued for covered work without the required Certificate of Appropriateness.

1. Compliance by Alteration. Where the building owner intends to comply by structural alteration of the building found to be within the scope of this Ordinance, the owner shall complete the structural alteration work in accordance with the following time limits:

    a. i) Within 120 calendar days of receipt of the Service Order, the building owner is required to provide documentation to the City from a California registered civil or structural engineer or licensed architect that their building is not an unreinforced masonry bearing wall building subject to the requirements of this Ordinance; or

    a. ii) Within 120 calendar days of receipt of the Service Order, the building owner is required to select and contract with a California registered civil or structural engineer or licensed architect to prepare structural alteration plan in compliance with Chapter 96;

    b. Within twelve (12) calendar months after service of the order, the building owner is required to submit plans to the Planning and Building Department for building plan check review of the proposed structural alteration work;

    c. Within eighteen (18) months of receipt of the Service Order, the building owner is to obtain plan check approval of the structural alteration work that is to be performed;

d. Within twenty-one (21) months of receipt of the Service Order, the building owner is to obtain a permit and commence construction of the structural alteration work;

e. Within thirty (30) months of receipt of the Service Order, the building owner is to complete the structural alteration work, and to have the permit finaled by the Community Development Department.

2. Compliance by Demolition. Where the building owner intends to comply with the requirements of this ordinance by demolition, the owner shall comply with the following time limits:

a. i) Within 180 calendar days of receipt of the Service Order, the building owner is required to provide documentation to the City from a California registered civil or structural engineer that their building is not an unreinforced masonry bearing wall building subject to the requirements of this Ordinance; or

a. ii) Within 180 days of receipt of the Service Order, notify the City of the intent to demolish the building, submit all required applications and pay all required fees associated with a request to demolish the building;

b. Within twelve (12) calendar months of receipt of the Service Order, obtain a demolition permit and commence demolition;

c. Within eighteen (18) calendar months of receipt of the Service Order, complete the demolition work.

2. Section 9605.2 is deleted in its entirety.

3. Section 9606.1 is amended in its entirety to read:

9606.1 Order-service. The Building Official shall issue an order as provided in this Section to the owner of each building within the scope of Chapter 96 of the Building Code.

4. Section 9606.2 is deleted in its entirety.

5. Section 9606.10 is amended in its entirety to read:

9606.10 (Other abatement procedures) The City shall have the unrestricted ability to enforce compliance with this ordinance by any means prescribed by the South Pasadena Municipal Code, the Building Code or other laws including, but not limited to, ordering the building vacated, termination of all utilities, and/or nuisance abatement including civil and/or criminal prosecution.

6. Table 96-B (Time Limits for Compliance) is deleted in its entirety.

7. Table 96-C (Extensions of Time and Service Priorities) is deleted in its entirety.

8. Section 9903.2 is amended to read:

   9903.2 Any unfinished building or structure that has been in the course of construction for an unreasonable period of time, and where the appearance and other conditions of said unfinished building or structure are such that the unfinished structure substantially detracts from the appearance of the immediate neighborhood or reduces the value of property in the immediate neighborhood, or is otherwise a nuisance, shall be deemed and hereby is declared a substandard building.

   For the purposes of this Section, an unreasonable period of time shall be defined as eighteen (18) months for residential construction or construction located in a Residential Zone, and thirty-six (36) months for all other construction. For the purpose of the Section, residential construction shall also include detached garages and similar accessory structures that serve a residential structure or are located within a Residential Zone.

SECTION 19. Continuing Actions and Pending Matters. The adoption of the City Building Code, Electrical Code, Plumbing Code, Mechanical Code, Residential Code, Energy Code, Green Building Standards Code, Historical Building Code, Existing Building Code, Referenced Standards Code, and the repeal, addition or amendment of ordinances by this Code shall not affect the following matters:

1. Actions and proceedings which began the effective date of this Code.

2. Prosecution for ordinance violations committed before the effective date of this Code.

3. Licenses and penalties due and unpaid at the effective date of this Code, and the collection of these licenses and penalties.

4. Bonds and cash deposits required to be posted, filed or deposited pursuant to any ordinance.

5. Matters of record which refer to or are connected with ordinances the substances of which are included in this code; these references shall be construed to apply to the corresponding provisions of the Code.

SECTION 20. The City Council hereby declares that, should any provision, section, subsection, paragraph, sentence, clause, phrase, or word of this ordinance or any part thereof, be rendered or declared invalid or unconstitutional by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, such decision or action shall not affect the validity of the remaining section or portions of the ordinance or part thereof. The City Council hereby declares that it would have independently adopted the remaining provisions, sections, subsections, paragraphs, sentences, clauses, phrases, or words of this ordinance irrespective of the fact that any one or more provisions, sections, subsections, paragraphs, sentences, clauses, phrases, or words may be declared invalid or unconstitutional.

SECTION 21. 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. The City Clerk shall cause this Ordinance to be filed with the California Building Standards Commission at 2525 Natomas Park Drive, Suite 130, Sacramento, CA 95833.

PASSED, APPROVED, AND ADOPTED this 17th day of December 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. 2407 was duly and regularly approved and adopted at a Regular meeting of the City Council on this 17th day of December 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

Exhibit A

2025
LOCAL AMENDMENT FINDINGS

I. Geological Conditions

Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. After the 1994 Northridge Earthquake, the Wood Frame Construction Joint Task Force recommended that the quality of wood frame construction needed to be greatly improved. The Task Force recommended that structural plans be prepared by the engineer or architect so that plan examiners, building inspectors, contractors, and special inspectors may logically follow and construct the seismic force-resisting systems as presented in the construction documents. For buildings or structures located in Seismic Design Category D0, D1, D2, or E that are subject to a greater level of seismic forces, the requirement to have a California licensed architect or engineer prepare the construction documents is intended to minimize or reduce structural deficiencies that may cause excessive damage or injuries in wood frame buildings. Involvement of a registered professional will minimize the occurrence of structural deficiencies such as plan and vertical irregularities, improper shear transfer of the seismic force-resisting system, missed details or connections important to the structural system, and the improper application of the prescriptive requirements of the California Residential Code.

II. Climatic Conditions

City of South Pasadena is a densely populated municipality located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the risk of fire occurrence. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.

CODE SECTION	TITLE (Clarification)	FINDINGS
R301.1.3.2	Wood Frame Structures	Geological Conditions
R309	Automatic Fire Sprinkler System	Climatic Conditions and Code correlation with Fire Code amendments
Roof related section		Climatic Conditions and Code correlation with Fire Code amendments
Chapter 9	Fire Protection and Life Safety Systems	Climatic Conditions and Code correlation with Fire Code amendments

City Council Agenda Report

ITEM NO. 27

DATE: December 17, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Greg Lloyd, Fire Chief

SUBJECT: **CONSIDERATION OF SECOND READING AND ADOPTION ORDINANCE NO. 2408 APPROVING AMENDMENTS TO THE SOUTH PASADENA MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2025 EDITION OF THE CALIFORNIA FIRE AND WILDLAND-URBAN INTERFACE CODES**

Recommendation

It is recommended that the City Council hold a public hearing on the adoption of Ordinance No. 2408 and adopt the Ordinance.

Executive Summary

The California Building Standards Commission has released the 2025 Edition of the California Building Standards Codes, which includes updates to the Building, Residential, Electrical, Mechanical, Plumbing, Green Building Standards, Fire and, for the first time, the separate California Wildland-Urban Interface Code. State law requires all cities to adopt the updated codes by reference within 180 days of publication, with an effective date of January 1, 2026. Adoption of the 2025 California Codes ensures that the City of South Pasadena remains compliant with state-mandated fire and life-safety standards that protect public health and welfare.

The proposed ordinance adopts these codes by reference, including the California Fire Code, which establishes minimum requirements for fire prevention, emergency preparedness, and building safety. Local administrative amendments are included to align enforcement procedures and maintain continuity with existing municipal regulations. Council action is needed to introduce the ordinance and schedule a public hearing, as required by Government Code Section 50022.3. Adoption will maintain compliance with State law, ensure effective implementation of permitting, inspection, and fire prevention practices, and continue to safeguard the City's built environment through the consistent application of up-to-date building and fire safety standards.

Background

The California Building Codes are required to be adopted by every city within the State 180 days after publication by the state and are to take effect January 1st of the following calendar year. The 2025 version of Title 24 adopted on July 1, 2025, is currently available in its entirety. (https://www.dgs.ca.gov/BSC/Codes)

This year, the State is also introducing the California Wildland-Urban Interface Code (CWIC)

as a standalone code. This new structure consolidates construction and vegetation management requirements specific to fire-prone areas, particularly those in the wildland-urban interface (WUI). Jurisdictions such as South Pasadena are legally required to adopt these codes by reference but are also authorized under State law to amend them locally if justified by specific findings.

At the November 5, 2025, City Council meeting, the City Council introduced for first reading Ordinance No. 2408.

Analysis

The California Building Standards Commission (the CBSC) is responsible for building codes used for the construction of buildings within the State. The International Fire Code is the uniform code referenced and adopted by California. Approximately every three years, a new version of the International Fire Code is published by the International Code Council (ICC). The CSBC makes amendments to the International Building Code and publishes the California Building Codes on July 1, commonly known as Title 24.

Ordinance No. 2408 updates Chapter 14 of the South Pasadena Municipal Code to adopt the 2025 California Fire and Wildland-Urban Interface Codes, together with necessary local amendments and 14.3 consolidates recurring administrative items to remain constant unless amended.

Chapter 14, Sections 14.1 High risk fire area and Special provisions related to roof types and 14.2 Fire Works- Prohibited remain intact and not affected by this ordinance which only propose to amend Sections 14.3, 14.4, 14.5 and 14.6.

The City's local amendments are consistent with the City's current and past amendments to continue to address South Pasadena's unique topography, dense development patterns, and wildland–urban interface exposure. Key findings supporting the amendments are included in Exhibit A, identifying specific climatic
and geographic conditions such as:

1. Long dry periods and Santa Ana winds that increase fire spread potential;
2. Dense hillside development with limited access for firefighting apparatus;
3. Seismic risks that can increase fire hazards from ruptured utilities.

The Proposed Ordinance has been prepared to include the following revisions:

1. Re-adoption by reference of the 2025 California Fire Code with specific appendices (B, BB, C, CC, D, H, I, K, N).
2. Adoption by reference of the 2025 California and Wildland-Urban Interface Code (WUI)
3. Creation of Section 14.3, establishing local administrative procedures including time limitations, permit expirations, fees, applicable to all fire-related permits. These provisions were previously included within the Fire Code amendments and repeated every code cycle. By consolidating them into a dedicated administrative section, they will remain in effect across future code updates unless specifically amended. This will allow in future code adoption only amend sections 14.4 ,14.5 and 14.6 of Chapter 14 and will streamline the future code adoption.
4. Clarification that multiple Fire Code sections (105.2.3, 105.2.4, 105.3.1, 105.3.2, 108.1) are governed by Section 14.3 to ensure uniform administration.

5. Amendments to Fire Code includes revisions to sprinkler thresholds (Sections 903.2 et. seq.) and fire alarm requirements (Section 907.2) to enhance local fire protection standards. These threshold values remain unchanged from prior City amendments These thresholds reflect long-standing local amendments that the City has consistently maintained through successive code adoption cycles over the past decades to preserve established fire safety practices.

Adoption Process.
Government Code Section 50022.1, et seq., authorizes the adoption by reference of the codes specified in this ordinance. When adopting a code by reference, State law requires that the City Council schedule a Public Hearing after first reading of the ordinance. The Public Hearing can occur in conjunction with the second reading of the ordinance. Pursuant to Government Code Section 50022.3, the notice of the Public Hearing must be published once a week for two successive weeks, with at least five days intervening between the respective publication dates. In addition, the City Clerk is required to keep on file a copy of the codes to be adopted by reference for at least 15 days before the Public Hearing.

The City Council held first reading and introduced the ordinance at its meeting on November 5, 2025. This item was properly noticed in accordance with Government Code Section 50022.3 and it is recommended that the City Council move forward with the adoption of the ordinance.

Fiscal Impact
Preparation of the proposed Ordinance for amendment of the City's codes are in the annual work program for the Fire Department, and City Manager's Office, respectively. Therefore, funding for both efforts is included in the Fiscal Year 2025-2026 Adopted Budget.

Public Notification
This item was posted on the City's website as part of the agenda on November 5, 2025. A Public Hearing Notice was published December 2 and December 8, 2025, in the Pasadena Star News.

Environmental Analysis
The California Environmental Quality Act (CEQA) does not apply to continuing administrative activities or organizational activities of government that will not result in specific direct or indirect physical changes in the environment, or to the creation of government funding mechanisms or other governmental fiscal activities that do not result in potential environmental impacts. Public Resources Code Section 21065 and State CEQA Guidelines Sections 15378(b)(2) and (b)(5). The draft ordinance makes various technical changes to the existing regulations in the form of local administrative, climate, geologic or topographical changes. On that basis, the draft ordinance is not subject to CEQA.

Attachment:
Attachment No. 1 - Ordinance No. 2408

CITY OF SOUTH PASADENA
ORDINANCE NO. 2408

AN ORDINANCE OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING CHAPTER 14 (FIRE PREVENTION) OF THE CITY OF SOUTH PASADENA MUNICIPAL CODE BY MODIFYING CERTAIN PROVISIONS THEREIN AND ADOPTING BY REFERENCE THE 2025 CALIFORNIA FIRE CODE AND THE 2025 CALIFORNIA WILDLAND-URBAN INTERFACE CODE WITH CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO

WHEREAS, the 2025 California Fire Code (California Building Standards Code Title 24, Part 9) and 2025 California Wildland-Urban Interface Code (California Building Standards Code Title 24, Part 7) have been published on July 1, 2025 by the California Building Standards Commission and will take effect on January 1, 2026; and

WHEREAS, the City of South Pasadena (City) is permitted by state law to amend the California Building Standards Code based local climatic, geologic and/or topographic conditions; and

WHEREAS, the City is in the County of Los Angeles, and is subject to long periods of dry, hot, and windy climates, which increase the chance of a fire occurring and predispose the City to large destructive fires. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in moderate density housing or vegetation. These fires spread very quickly and create a need for increased levels for fire prevention and protection; and

WHEREAS, the geographic layout and contours of the City create barriers for accessibility for fire suppression forces. Due to the City's close proximity to major fault lines, there is a significant possibility for multiple fires spreading out of control due to ruptured gas lines and multiple structural collapses. Because of the major earthquake hazard, and due to some older nonconforming buildings, it is necessary during new construction or building renovation to use the City ordinance to control and minimize conditions hazardous to life and property, which may result from fire, hazardous materials or an explosion; and

WHEREAS, Assembly Bill 130 (Chapter 196, Statutes of 2025) temporarily restricts local amendments to residential building standards between October 1, 2025, and June 1, 2031, except where those amendments are

necessary to protect health and safety or address local emergency conditions; and

WHEREAS, the City of South Pasadena Fire Department operates within a mixed topography that includes steep hillside neighborhoods, winding roadways, limited street access, and mature vegetation that collectively present increased fire hazard and response constraints; and

WHEREAS, the City's water supply and fire flow availability in hillside areas is limited due to elevation changes and line capacity, which can result in reduced hydrant pressure and delayed fire suppression effectiveness; and

WHEREAS, residential additions and alterations of certain sizes within these areas, where fire sprinklers do not currently exist, increase the combustible load and fire spread potential in close proximity to adjacent dwellings; and

WHEREAS, based on these local climatic and topographical conditions, the City Council finds it reasonably necessary to amend Fire Code stricter for residential additions or alterations in order to protect life and property from fire hazard; and

WHEREAS, the City finds that the amendments qualifies under AB 130 (2025) as a local change necessary to protect health and safety and therefore may be adopted notwithstanding temporary restrictions on residential code amendments.

WHEREAS, the City finds that amendments to the 2025 California Fire Code is necessary because of local climatic, geologic and/or topographic conditions and that the residential amendments qualifies under AB 130 (2025) as a local change necessary to protect health and safety, and therefore may be adopted notwithstanding temporary restrictions on residential code amendments: and

WHEREAS, the findings supporting the necessity for the amendments to Fire Code herein are contained in Exhibit A to this ordinance in accordance with California Health and Safety Code Section 18941.5 and such findings are adopted and incorporated by reference herein; and

WHEREAS, in accordance with Section 15061(b)(3) of Title 14 of the California Code of Regulations, the adoption of local amendments to the California Building Standards Code which amend the South Pasadena Municipal Code are exempt from the provisions of the California Environmental Quality Act because such actions are largely administrative in nature, are designed to improve and not degrade environmental quality, and the impacts of these local amendments to the building standards code will not adversely affect the environment in any manner that could be significant.

WHEREAS, to the extent the provisions of this Ordinance are substantially the same as previous provisions of the South Pasadena Municipal Code, these provisions shall be construed as continuations of those provisions and not as new enactments.

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

SECTION 1. The facts set forth in the recitals of this Ordinance are true and correct and incorporated herein as if set forth in full. and their findings to be true and correct.

SECTION 2. Section 14.3 of Chapter 14 (Fire Prevention) of the South Pasadena Municipal Code is amended to read as follows:

"14.3 FIRE CODE ADMINISTRATION

14.3.1 Purpose. The purpose of this section is to establish certain administrative procedures for the enforcement of fire code standards specific to the City. All other administrative provisions not addressed herein shall be governed by Chapter 1, Division II of the California Fire Code, as incorporated by reference by section 14.4 of this code.

14.3.2 Time limitation of application. An application for a permit for any proposed work or operation shall be deemed to have been abandoned one year after the date of filing, unless such application has been diligently prosecuted or a permit shall have been issued.

14.3.3 Action on application. When requested in writing by the applicant prior to or not more than 90 days after the expiration of application, the fire official may extend the time for action by the applicant.

14.3.4 Permit Expiration. An operational permit shall remain in effect until reissued, renewed or revoked, or for such a period of time as specified in the permit. Construction permits issued by the fire official under the provisions of this

Code shall expire automatically by limitation and become null and void one year after the date of the last required inspection approval by the fire official, or if work authorized by such permit is not commenced within one year from the issuance date of such permit. Before such work can be commenced or recommenced, a new permit shall be first obtained.

14.3.5 Fees. Plan review fees, permit fees, services and inspections required by the provisions of the codes adopted in this chapter, shall be as adopted by separate resolution and/or ordinance. Plan review fees shall be paid at the time of plan review submittal. In addition to the aforementioned fees, the fire code official may require additional charges for review required by changes, additions or revisions of approved plans or reports, and for services beyond the first and second check due to changes, omissions or errors on the part of the applicant. Permit fees shall be paid at the time of permit issuance.

14.3.6 Board of Appeals Fees. A filing fee established by separate fee resolution or ordinance shall be paid to the fire official whenever a person requests a hearing or a rehearing before the appeals boards provided for in this section. All requests to appeal determinations, orders or actions of the fire official or to seek modifications of previous orders of the appeals boards shall be presented in writing.

14.3.7 Investigation Fees for Failure to comply with Stop Work Order. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, be liable to pay an investigation fee of not less than five hundred ($500.00) dollars or more than one thousand ($1,000.00) dollars.

14.3.8 Definitions. In addition to the definitions specified in Chapter 2 of the Fire Code as adopted by reference by this code, the following certain terms, phrases, words and their derivatives shall be construed as specified in this section. Terms, phrases and words used in the masculine gender include the feminine, and the feminine includes the masculine. In the event of conflicts between these definitions and definitions that appear elsewhere in this Code, these definitions shall govern and be applicable.

BUILDING CODE shall mean the City of South Pasadena Building Code.

ELECTRICAL CODE shall mean the City of South Pasadena Electrical Code.

FIRE CHIEF shall mean the Chief Officer of the City of South Pasadena Fire Department.

FIRE CODE shall mean the California Code of Regulations Title 24, Part 9, as

adopted and amended by the City of South Pasadena, depending on the context.

FIRE CODE OFFICIAL shall mean the Fire Chief or other member of the fire service appointed by the Fire Chief, charged with the administration and enforcement of this Code.

MECHANICAL CODE shall mean the City of South Pasadena Mechanical Code.

PLUMBING CODE shall mean the City of South Pasadena Plumbing Code.

RESIDENTIAL CODE shall mean the City of South Pasadena Residential Code.

WILDLAND-URBAN INTERFACE CODE (WUI) shall mean the California Code of Regulations Title 24, Part 7 as adopted and amended by the City of South Pasadena depending on the context."

SECTION 3. Section 14.4 of Chapter 14 (Fire Prevention) of the South Pasadena Municipal Code is amended as follows:

"**14.4 FIRE CODE ADOPTED – WHERE FILED.**

The 2025 California Fire Code and Appendices B, BB, C, CC,D, H, I, K, N set forth in Title 24 Part 9 of California Code of Regulations, as published by the California Building Standards Commission, is hereby adopted by reference pursuant to the provisions of Sections 50022.1 through 50022.10 of the Government Code of the State of California as though fully set forth herein and made a part of the South Pasadena Municipal Code with the same force and effect as though set out in full, including all of the regulations, revisions, conditions and terms contained therein except as revised in this ordinance.

In accordance with Section 50022.6 of the California Government Code, not less than one copy of said California Fire Code together with any and all amendments thereto proposed by the City, has been and is now filed in the office of the Fire Department, shall remain on file with the Fire Chief, and shall collectively be known as the *City of South Pasadena Fire Code* and may be cited as Chapter 14, Section 14.4 of the City of South Pasadena Municipal Code."

SECTION 4. Section 14.5 of Chapter 14 (Fire Prevention) of the South Pasadena Municipal Code (SPMC) is amended to read as follows:

"**14.5 FIRE CODE – MODIFIED**

Chapter 1 Division II, Chapter 6 and Chapter 9 of Title 24, Part 9 of the California

Code of Regulations (2025 California Fire Code) adopted by reference as the fire code of the city of South Pasadena are hereby amended, deleted or added as follows:

1. Section 101.1 is amended in its entirety to read as follows:

   101.1 Title. These regulations shall be known as the Fire Code of the City of South Pasadena hereinafter referred to as “this” code”

2. Sections 105.2.3, 105.2.4, 105.3.1, 105.3.2, 108.1 are amended to read as follows:
   105.2.3 Time limitation of application. The administration of this section shall be as set forth in Section 14.3 of Chapter 14 of this Code.
   105.2.4 Action on application. The administration of this section shall be as set forth in Section 14.3 of Chapter 14 of this Code.
   105.3.1 Expiration. The administration of this section shall be as set forth in Section 14.3 of Chapter 14 of this Code.
   105.3.2 Extensions. The administration of this section shall be as set forth in Section 14.3 of Chapter 14 of this Code.
   108.1 Fees. The administration of this section shall be as set forth in Section 14.3 of Chapter 14 of this Code.

3. Section 605.7.2 is amended in its entirety to read:

   605.7.2 Spark Arrestor. Each chimney and incinerator in conjunction with any fireplace or heating appliance in which solid or liquid fuel is used shall be maintained with an approved spark arrestor having openings not larger than one-half inch and constructed of iron, heavy wire mesh or other noncombustible material.
4. Section 903.2.1.1 Group A-1, Item number 1 is amended in its entirety to read: The fire area exceeds 6,000 square feet.

5. Section 903.2.1.2 Group A-2, Item number 1 is amended in its entirety to read: The fire area exceeds 2,250 square feet.

6. Section 903.2.1.3 Group A-3, Item number 1 is amended in its entirety to read: The fire area exceeds 6,000 square feet.

7. Section 903.2.1.4 Group A-4, Item number 1 is amended in its entirety to read: The fire area exceeds 6,000 square feet.

8. Section 903.2.3 Group E, Item number 1 is amended in its entirety to read: Throughout all Group E fire areas greater than 6,000 square feet in fire area or

with a calculated occupant load of 100 persons.

9. Section 903.2.4 Group F-1, Item numbers 1 and 3 are amended in its entirety to read:
   1. A Group F-1 fire area exceeds 6,000 square feet.
   3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 12,000 square feet.

10. Section 903.2.7 Group M, Item numbers 1 and 3 are amended in its entirety to read:
   1. Group M fire area exceeds 6,000 square feet.
   3. The combined area of all Group M fire areas on all floors including, any mezzanines, exceeds 12,000 square feet.

11. Section 903.2.8 Group R, Exceptions, numbers 1 through 4 are deleted.

12. Section 903.2.9 Group S-1, Item numbers 1 and 3 are amended in its entirety to read:
   1. A Group S-1 fire area exceeds 6,000 square feet.
   3. The combined area of all Group S-1 fire areas on all floors including, any mezzanines, exceeds 12,000 square feet.

13. Section 903.2.9.1 Repair Garages, Item numbers 1 and 2 are amended in its entirety to read:
   1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 5,000 square feet.
   2. Buildings no more than one story above grade plane, with a fire area containing a repair garage exceeding 6,000 square feet.

14. A new section 903.2.11.7 added to read:
   903.2.11.7 Buildings three or more stories in height. Regardless of occupancy type, an automatic sprinkler system shall be installed throughout all buildings or structures three or more stories in height above grade plane.
   Exception: Open parking structures.

15. A new section 903.2.11.8 added to read:
   903.2.11.8 Structures exceeding 6,000 square feet in fire area. Regardless of occupancy type, an automatic sprinkler system shall be installed throughout all buildings or structures, exceeding 6,000 square feet in total fire area.
   Exception: Open parking structures.

16. A new section 903.2.11.9 added to read:
   903.2.11.9 Additions and alterations. All existing buildings and structures, regardless of the type of construction, type of occupancy or area, shall be provided

with an automatic sprinkler system conforming to Section 903.3 and this code upon the occurrence of any of the following conditions:

1) An addition of over 750 square feet to any building or structure which creates a fire area large enough that if the existing building or structure plus proposed work were being built new today, an automatic sprinkler system would be required under this code;
2) Any addition to an existing building which has fire sprinklers installed.
3) Within any twelve (12) calendar month period of time, any alteration, including repairs, to any existing building or structure, where the valuation of the proposed work exceeds fifty percent (50%) of the valuation of the entire building or structure, as determined by the Building Official, and where such alteration, including repairs, creates or alters a fire area large enough that if the existing building or structure were being built new today, an automatic sprinkler system would be required by this code.
4) Within any twelve (12) calendar month period of time, combination of any addition and alteration to any existing building or structure where the valuation of the proposed work exceeds fifty percent (50%) of the valuation of the entire building or structure, as determined by the Building Official, and where such addition and alteration creates or alters a fire area large enough that if the existing building or structure were being built new today, an automatic sprinkler system would be required by this code.
5) An automatic sprinkler system shall be installed throughout any existing Group R Occupancy building when the floor area of the Alteration or Combination of an Addition and Alteration, within any twelve (12) calendar month, is 50% or more of area and or valuation of the existing structure and where the scope of the work exposes building framing and facilitates sprinkler installation and is such that the Fire Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

17. Section 907.2 is amended in its entirety to read:

907.2 Where required—new buildings and structures. An approved fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.29 and provide occupant notification in accordance with Section 907.5, unless other requirements are provided by another section of this code.

Regardless of the Occupancy Group an approved manual, automatic or manual and automatic fire alarm system complying with Sections 907.2.1 through 907.2.29 shall be provided in all new buildings with a fire area exceeding 3,000 square feet and where other sections of this code allow elimination of fire alarm system, such exceptions shall not apply.

A minimum of one manual fire alarm box shall be provided in an approved location to initiate a fire alarm signal for fire alarm systems employing automatic fire

detectors or water-flow detection devices. Where other sections of this code allow elimination of fire alarm boxes due to sprinklers or automatic fire alarm systems, a single fire alarm box shall be installed at a location approved by the enforcing agency. “

SECTION 5. Section 14.6 of Chapter 14 (Fire Prevention) of the South Pasadena Municipal Code is amended as follows:

“**14.6 CALIFORNIA WILDLAND-URBAN INTERFACE CODE, ADOPTED – WHERE FILED.**

The 2025 California Wildland-Urban Interface Code (WUI) and its Appendices set forth in Title 24 Part 7 of California Code of Regulations, as published by the California Building Standards Commission, is hereby adopted by reference pursuant to the provisions of Sections 50022.1 through 50022.10 of the Government Code of the State of California as though fully set forth herein and made a part of the South Pasadena Municipal Code with the same force and effect as though set out in full, including all of the regulations, revisions, conditions and terms contained therein except as revised in this ordinance.

In accordance with Section 50022.6 of the California Government Code, not less than one copy of said California Wildland-Urban Interface Code (WUI) together with any and all amendments thereto proposed by the City, has been and is now filed in the office of the Fire Department, shall remain on file with the Fire Chief, and shall collectively be known as the *City of South Pasadena Wildland-Urban Interface Code (WUI) Code* and may be cited as Chapter 14, Section 14.8 of the City of South Pasadena Municipal Code.”

SECTION 6. A new Section 14.7 is hereby added to Chapter 14 (Fire Prevention) of the South Pasadena Municipal Code to read as follows:

14.7 Penalty—Violations.

1. Any person, firm or corporation violating any provisions of this Chapter 14 shall be deemed guilty of a misdemeanor and, upon conviction thereof shall be punishable in accordance with chapter 1 of this Code. The issuance or granting of a permit or approval of plans and specifications shall not be deemed or construed to be a permit for, or an approval of, any violation of any of the provisions of this code. No permit presuming to give authority to violate or cancel the provisions of this code shall be valid, except insofar as the work or use which is authorized is lawful.

2. Violations including aiding, abetting, and concealing. Every person who causes, aids, abets or conceals the fact of a violation of any provisions of this Chapter 14 is guilty of violating this code.

3. Enforcement by civil action. In addition to the penalties provided herein, the provisions of Chapter 14 may be enforced by civil action. Any condition existing in

violation of this code is a public nuisance and may be summarily abated by the city."

SECTION 7. Continuing Actions and Pending Matters. The adoption of the City Fire Code, and Wildland-Urban Interface Code and the repeal, addition or amendment of ordinances by this Code shall not affect the following matters:

1. Actions and proceedings which began the effective date of this Code.
2. Prosecution for ordinance violations committed before the effective date of this Code.
3. Licenses and penalties due and unpaid at the effective date of this Code, and the collection of these licenses and penalties.
4. Bonds and cash deposits required to be posted, filed or deposited pursuant to any ordinance.
5. Matters of record which refer to or are connected with ordinances the substances of which are included in this code; these references shall be construed to apply to the corresponding provisions of the Code.

SECTION 8. The City Council hereby declares that, should any provision, section, subsection, paragraph, sentence, clause, phrase, or word of this ordinance or any part thereof, be rendered or declared invalid or unconstitutional by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, such decision or action shall not affect the validity of the remaining section or portions of the ordinance or part thereof. The City Council hereby declares that it would have independently adopted the remaining provisions, sections, subsections, paragraphs, sentences, clauses, phrases, or words of this ordinance irrespective of the fact that any one or more provisions, sections, subsections, paragraphs, sentences, clauses, phrases, or words may be declared invalid or unconstitutional.

SECTION 9. 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. The City Clerk shall cause this Ordinance to be filed with the California Building Standards Commission at 2525 Natomas Park Drive, Suite 130, Sacramento, CA 95833.

PASSED, APPROVED, AND ADOPTED this 17th day of December 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. 2408 was duly and regularly approved and adopted at a Regular meeting of the City Council on this 17th day of December 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

Exhibit A
2025
LOCAL AMENDMENTS FINDINGS

Climatic Conditions: Due to City's densely populated municipality located in the County of Los Angeles and is subject to long periods of dry, hot climate and exposed to Santa Ana winds which increase the possibility of fire occurring

Geographic and Topographical Conditions: The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reaches the flashover temperature, which causes loss of life and property damage. The City's water supply and fire flow availability in hillside areas is limited due to elevation changes and line capacity, which can result in reduced hydrant pressure and delayed fire suppression effectiveness. Fire Department operates within a mixed topography that includes steep hillside neighborhoods, winding roadways, limited street access, and mature vegetation that collectively present increased fire hazard and response constraints.

CODE SECTION	TITLE (CLARIFICATION	EXPRESS FINDINGS
Chapter I Division II	ADMINISTRATIVE	N/A
603.8.2	Spark Arrestor	CLIMATIC
903.2.1.1	Group A-1 Item No. 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL
903.2.1.2	Group A-2 Item No. 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL
903.2.1.3	Group A-3 Item No. 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL
903.2.1.4	Group A-4 Item No. 1	CLIMATIC/GEOGRAPHIC
903.2.3	Group E Item number 1	TOPOGRAPHICAL
903.2.4	Group F-1 Item number 1	CLIMATIC/GEOGRAPHIC
903.2.4	Group F-1 Item number 3	TOPOGRAPHICAL
903.2.7	Group M Item number 1	CLIMATIC/GEOGRAPHIC
903.2.7	Group M Item number 3	TOPOGRAPHICAL
903.2.8	Group R. Exception Numbers 1 through 4	CLIMATIC/GEOGRAPHIC
903.2.9	Group S-1 Item number 1	TOPOGRAPHICAL
903.2.9	Group S-1 Item number 3	CLIMATIC/GEOGRAPHIC
903.2.9.1	Repair Garages Item number 1	TOPOGRAPHICAL
903.2.9.1	Repair Garages Item number 2	CLIMATIC/GEOGRAPHIC
A new section 903.2.11.7	Buildings three or more stories in height	TOPOGRAPHICAL
A new section 903.2.11.8	Structures exceeding 6,000 square feet in fire area:	CLIMATIC/GEOGRAPHIC
A new section 903.2.11.9	Additions and alterations	TOPOGRAPHICAL
907.2	Where required—new buildings and structures	CLIMATIC/GEOGRAPHIC

City Council Agenda Report

ITEM NO. 28

DATE: December 17, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Erika Ramirez, Community Development Director

SUBJECT: **CONSIDERATION TO APPROVE A PROFESSIONAL SERVICE AGREEMENT WITH TORTI GALLAS + PARTNERS FOR THE DEVELOPMENT OF OBJECTIVE DESIGN STANDARDS IN AN AMOUNT NOT TO EXCEED $215,000.00 AND TO APPROVE A PROFESSIONAL SERVICE AGREEMENT WITH OFFICE OF PEOPLE FOR THE CREATION OF A PRE-APPROVED ACCESSORY DWELLING UNIT (ADU) PLAN PROGRAM IN AN AMOUNT NOT TO EXCEED $100,000.00**

Recommendation

It is recommended that the City Council:

1. Approve a Professional Service Agreement with Torti Gallas + Partners for the development of Objective Design Standards subject to the negotiation and final form of agreement approved by the City Manager and City Attorney;
2. Approve a Professional Service Agreement with Office of: People for the creation of a Pre-Approved Accessory Dwelling Unit (ADU) Plan Program subject to the negotiation and final form of agreement approved by the City Manager and City Attorney; and
3. Authorize the City Manager, or designee, to execute the final form of the agreement.

Executive Summary

The City of South Pasadena is undertaking major efforts to modernize its development review tools in response to continued changes in State housing law and recent updates to the City's General Plan, Housing Element, and zoning regulations. To ensure future development is well designed, context-appropriate, and consistent with the community's expectations, the City must establish clear Objective Design Standards and implement a comprehensive Pre-Approved ADU Program. These two initiatives present an important opportunity to support housing production while preserving the community's valued character.

Council action is needed to authorize professional service agreements with qualified firms that will prepare these two major work products. Following a competitive proposal and interview process, Torti Gallas + Partners was identified as the most qualified to develop the Objective Design Standards, and Office of: People was selected to lead the creation of the Pre-Approved ADU Program. Executing these agreements will allow the City to begin work on these high-priority housing and design initiatives.

Approving the recommended contracts will provide the City with tools that offer greater clarity

for applicants, streamline ministerial review, and strengthen the City's ability to ensure high-quality, context-sensitive design. Together, these efforts will support housing production, improve predictability for residents and applicants, and help maintain South Pasadena's long-standing design identity as the community grows.

Background

Over the past several years, the State of California has enacted an extensive suite of housing laws intended to address the statewide housing shortage by expediting housing development, reducing local regulatory barriers, and limiting discretionary review of qualifying housing projects. Some key legislation includes:

- The Housing Accountability Act (HAA)
- SB 330 (Housing Crisis Act of 2019)
- SB 35 (streamlined ministerial approval)
- SB 9 (urban lot splits and two-unit developments),
- Accessory Dwelling Unit (ADU) laws

These laws have significantly restricted cities' reliance on subjective design review or discretionary processes for many housing types. As a result, jurisdictions must increasingly utilize clear, measurable, objective design standards that can be reviewed and verified ministerially without personal judgment.

Most recently, AB 1332 requires all local agencies to establish a Pre-Approved ADU Program for detached accessory dwelling units. This mandate requires jurisdictions to pre-approve a library of ADU plans to streamline development and reduce design and permitting costs for homeowners. While pre-approved plans simplify plan check review, they are not a complete building permit. Property owners must still submit project-specific customizations such as grading, utility connections, easements, fire sprinkler requirements, and confirmation of setbacks and height limits that require up to 60 days of additional ministerial review. Additional permits may still be required for site-specific conditions.

In August 2025, the City held a duly noticed public hearing to consider amendments to the General Plan, Housing Element, Downtown Specific Plan (DTSP), Zoning Code, and Zoning Map. These amendments included increased height limits in several areas of the City, adjustments to residential densities, and updates to development standards to implement Housing Element programs and facilitate housing production. These changes represent significant updates to the City's land-use framework and will shape the built environment for decades.

Given the scale of these policy updates and the continued impact of State housing legislation, the City recognizes the need for high-quality Objective Design Standards and a robust Pre-Approved ADU Program to provide clear expectations for applicants, ensure predictable development outcomes, and preserve the City's architectural integrity.

On July 8, 2025 the Planning Commission formed a subcommittee to serve on a selection committee and to participate in the development process of the Objective Design Standards and ADU Program.

On September 10, 2025, the City issued a Request for Proposals seeking qualified firms to prepare Residential and Mixed-Use Objective Design Standards and an Accessory Dwelling

Unit Pre-Approved Program. Proposals were due on October 9, 2025, and the City received eight (8) timely submissions from qualified firms.

Analysis
Objective Design Standards (ODS) are important because they allow cities to uphold and reinforce community character while complying with State laws that require predictable, ministerial review of housing projects. By establishing clear, measurable, and uniform standards the City of South Pasadena can ensure that new development reflects its architectural qualities, scale, and neighborhood patterns, even as housing production increases. Similarly, an ADU Pre-Approved Program is critical for supporting small-scale infill housing that fits seamlessly into existing neighborhoods. Pre-approved plans reduce design costs, expedite permitting, and give homeowners high-quality options that already align with the City's expectations for form, materials, and compatibility. Together, ODS and a Pre-Approved ADU Program can preserve South Pasadena's unique character and design heritage while meeting State mandates and facilitating well-designed, context-sensitive housing.

Request for Proposals (RFP):
On September 10, 2025, the City issued an RFP to solicit proposals from firms for two specific projects: (1) to prepare objective design standards for multi-family and mixed-use housing projects that respect and further the architectural character for which South Pasadena is known and (2) to develop a Pre-Approved Accessory Dwelling Unit Plan Program, inclusive of pre-review plans. The Scope of Service for each project included project management; data gathering and research; developing a community engagement and outreach plan; creating the documents or plans; and developing handouts, applications and conducting training. The RFP allowed firms to respond to either one of the projects or to propose on completing both.

The project objectives for the ODS Project include:

- Be in compliance with State law
- Provide guidance for all housing types in the Downtown Specific Plan (DTSP) and other multi-family zones
- Streamline project review and permitting
- Bring consistency and clarity across City policy documents and to project review and permitting
- Be verifiable and measurable
- Ensure consistent application of standards for multi-family and residential mixed-use development projects
- Facilitate context-appropriate, high-quality design
- Update current regulations to clearly lay out objective standards that reflect the community's vision
- Implement policies of the South Pasadena General Plan and Housing Element
- Reflect the City's desire to maintain high design standards throughout the community
- Improve compatibility between new development and surrounding neighborhoods
- Preserve the best qualities of the downtown
- Include easy to read format with clear development standards, specifications, materiality, performance approaches, graphic illustrations, and representations

The project objectives for the ADU Program include:

- Bring together the various ADU documents and efforts into one comprehensive program
- Be in compliance with State law
- Streamline project review and permitting
- Reflect the City's desire to maintain high design standards throughout the community

Evaluation Summary:
The City the following eight proposals by the deadline of October 9, 2025.

Firm	Project 1: ODS	Project 2: ADU	Project 1 & 2	Optional Task (ODS only)	Timeline
The Arroyo Group	$150,000			$349,495	14-months
Design with Skill			$250,000	$ TBD	12-months / 14-months w/ optional task
JZMK	$150,000			$ TBD	10-months
Office of: People DBA Office of: Office*		$97,760			9-months
Precision Civil Engineering			$249,563	$274,743	8-months
RRM*			$299,563	$350,910	12-months
Torti Gallas + Partners*			$150,000	$215,000	11-months
WHA	$148,000			$TBD	14-months

**Finalist*

All proposals were reviewed by a Selection Committee (Committee) that consisted of the Community Development Director, Senior Planner, and two members of the Planning Commission that were designed as subcommittee members. The Committee evaluated proposals based on the following selection criteria:

- Responsiveness to the objectives of the requested service. (20% of total score)
- Experience and background of the firm and project team with emphasis on successful completion of local government projects that are similar in scope and nature. (40% of total score)
- Demonstrated ability to meet schedules, deadlines, and complete projects within budget for similar projects in the last 5 years. (20% of total score)
- Overall quality, completeness, and clarity in the proposal. (10% of total score)
- Proposal timeline, pricing and value to the City. (10% of total score)

After review and evaluation of the proposals and with considering feedback from references the Committee identified the three highest ranked firms to be interviewed on November 21, 2025.

1. Office of: People (ADU only)
2. RRM (ODS & ADU)

3. Torti Gallas + Partners (ODS only)

The oral interviews followed a specific format which allowed the proposer to provide a power point presentation before a questions and answer period. Each firm was presented with specific questions related to their project and proposal. Each interview was then scored on the following topics for a total possible score of 100 points:

- Presentation (20 Points)
- Interview Questions (50 Points)
- Overall Evaluation (30 Points)

Based on the responses included in the RFP, performance in oral interviews, and reference checks, the Committee is recommending that the City Council award a contract to Torti Gallas + Partners to develop Objective Design Standards and a contract to Office of: People to create a Pre-Approved ADU Program.

Torti Gallas + Partners Overview
Throughout the evaluation and vetting process, Torti Gallas + Partners (TGP) has demonstrated high quality work products, a high level of professionalism and thought-provoking engagement. For these reasons, in addition to their combination of architectural depth, urban design expertise, and direct experience working in communities with strong historic character TGP stood out as the top contender to prepare Objective Design Standards for South Pasadena. Their 70-year history and award-winning portfolio show a mastery of neighborhood planning, architecture, and context-sensitive design which are skills essential for crafting clear, implementable standards that protect South Pasadena's identity while meeting State housing mandates. Their proposal highlights this dual perspective, emphasizing the "inextricable link between architecture and urban design," which ensures the standards they write translate into real, feasible buildings.

Principal Neal Payton, has firsthand understanding of historic preservation and design quality. Even though not required by the RFP, TGP demonstrated an ability to articulate what makes historic districts successful and used interview examples of award-winning but contextually incompatible projects to illustrate how ODS can prevent incompatible design. This level of discernment, coupled with their ability to explain what not to do and why, aligns perfectly with the City's goal of elevating architectural compatibility and safeguarding community character.

TGP also stood out for their strong, creative approach to community engagement and their willingness to take a leadership role in facilitating discussions. Their experience conducting charrettes, visual surveys, and hands-on workshops in communities like Diamond Bar, Carlsbad, and Claremont demonstrates their ability to translate community vision into objective, legally defensible standards. Throughout the interview, they emphasized that the City will lead the vision while they provide the technical expertise to guide the process, reflecting the right balance of flexibility, professionalism, and respect for South Pasadena's unique identity.

Office of People DBA Office of: Office
Office Of: Office (OOO) is uniquely qualified to lead South Pasadena's ADU Pre-Approved Program due to their extensive, hands-on experience designing ADU programs across Southern California, including for Los Angeles, South Gate, Pasadena, and multiple SCAG jurisdictions. Their proposal demonstrates a mature, interdisciplinary practice that integrates

architecture, urban planning, policy analysis, and community engagement—exactly the blend needed for an ADU program that must be both technically rigorous and accessible to homeowners. OOO has successfully delivered pre-approved and standard-plan ADU sets, educational materials, and policy updates that streamline permitting and increase housing production.

A key advantage of OOO is their deep familiarity with neighborhood context, architectural character, and historic conditions, gained from years of work in cities with older housing stock and strong preservation identities. Their process emphasizes analyzing architectural styles, reviewing real project plans, and touring neighborhoods to ensure that ADU prototypes reflect local character rather than generic templates. Their experience delivering plans in historic areas of Los Angeles and Highland Park demonstrates their ability to design ADUs that respect context while remaining feasible, affordable, and code-compliant. OOO's design team —led by award-winning architects and supported by planners and engineers—brings both the creativity and technical rigor required to produce well-crafted, buildable plan sets that homeowners can trust.

What really set OOO apart from the pack is their commitment to robust, creative, and user-centered community engagement, offering to take the lead on outreach, education, visual materials, and public presentations. Their track record includes outreach efforts that reached more than 1,600 residents in Los Angeles, development of bilingual guidebooks, and creation of highly accessible diagrams and process maps for homeowners. In the interview, they demonstrated a strong understanding that successful implementation depends on clarity, trust, and City-led decision-making—while also showing readiness to guide the process with tested best practices. Their structured approach to project management, milestone meetings, policy review, staff training, and permitting process improvements ensures not only high-quality deliverables but a sustainable, easy-to-administer program for years to come

For these reasons, the Committee recommends City Council award a professional service agreement with Torti Gallas + Partners for the development of Objective Design Standards and a professional service agreement with Office of: People for the creation of a Pre-Approved Accessory Dwelling Unit (ADU) Plan Program.

Fiscal Impact
Council approved a budget enhancement in the amount of $250,000 ($150,000 for ODS and $100,000 for the ADU Program) in the Fiscal Year 2025-2026 Adopted Budget. Funds for the remaining $65,000 will also be allocated from the Community Development's professional services. Therefore, total funding for these projects are included in the Fiscal Year 2025-2026 Adopted Budget in account number 101-7010-7011-8170-000.

Attachment:
Attachment No. 1 - Proposed Agreement
Attachment No. 1 - Exhibit A
Attachment No. 2 - Office of: People Contract
Attachment No. 2 - Exhibit A
Attachment No. 3 - Presentation
Attachment No. 4 - Request for Proposal

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

City of South Pasadena /Torti Gallas + Partners

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into as of December 17, 2025 by and between the City of South Pasadena, a California municipal corporation ("City"), and Torti Gallas + Partner ("Consultant").

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: Development of Objective Design Standards and Update to the Residential Design Guidelines.

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": Attached herein as Exhibit A.

3.2. "Agreement Administrator": The Agreement Administrator for this project is Erika Ramirez, Community Development Director. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Two Hundred Thirty-Five Thousand Dollars ($235,000.00).

3.5. "Commencement Date": December 17, 2025

3.6. "Termination Date": April 30, 2027

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 16 ("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 expenditure 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. Neal I. Payton 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 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: Objective Design Standards
- Documentation of Best's rating is 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. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed $50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of

the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project, and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.

12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired insurance policies 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 coverage. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Office of the City Clerk, 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

Todd Hileman, City Manager
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Phone: 626 403-7212
Fax: 626 403-7241

If to Consultant

Neal I. Payton, FAIA, FCNU
Senior Principal
Torti Gallas + Partners
601 West 5th Street, Suite 600
Los Angeles, CA 90071
Telephone 213-607-0053
npayton@tortigallas.com

With courtesy copy to:

Roxanne M. Diaz
South Pasadena City Attorney
Richards, Watson & Gershon
350 S. Grand Ave, 37th Floor
Los Angeles, CA 90071
Phone: 213-626-8484
Fax: 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 here from shall be effective and binding only if made in writing and executed on by City and Consultant.

17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.

17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

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

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

18. GENERAL PROVISIONS

18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.

18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.

18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.

18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant

agrees to post in conspicuous places available to employees and applicants for employment, the provisions of this nondiscrimination clause.

18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

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

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

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

"City"	"Consultant"
City of South Pasadena	
By:_____	By:_____
Todd Hileman	Neal I. Payton
City Manager	Senior Principal

Attest:

By:_____
Mark Perez
Acting Chief City Clerk

Approved as to form:

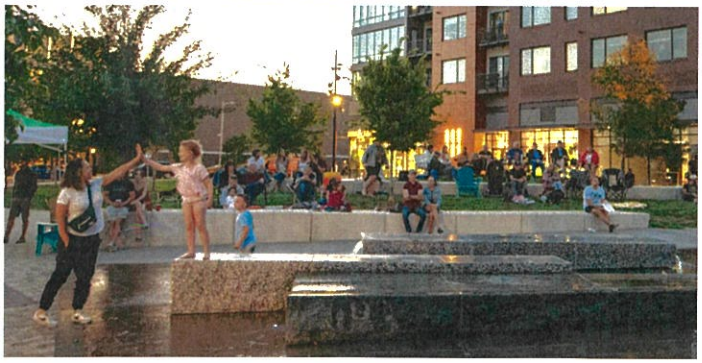
By:_____
Roxanne Diaz, City Attorney













TORTI GALLAS + PARTNERS

PROPOSAL FOR CITY OF SOUTH PASADENA

OBJECTIVE DESIGN STANDARDS CONSULTANT SERVICES

DUE BY:
OCTOBER 9, 2025

SUBMITTED BY:
Neal I. Payton, FAIA, FCNU
Senior Principal
Torti Gallas + Partners
601 W. 5th Street, 600
Los Angeles, CA 90071
(213) 607-0053
npayton@tortigallas.com

SUBMITTED TO:
Erika Ramirez
Community Development Director
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
(626) 403-7222
eramirez@southpasadenaca.gov

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TAB 1 - COVER LETTER

TORTI GALLAS + PARTNERS

October 9, 2025

Ms. Erika Ramirez
Community Development Director
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

PRINCIPALS
John Francis Torti, FAIA, FCNU
Thomas M. Gallas, CPA
Lawrence V. Antoine, FAIA, AICP
Sarah Alexander, AIA
Micheal D. Rollison
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Charles G. Coleman, III, RA
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Troy E. McGhee, AICP
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Brandon R. Diamond, NCARB
Christopher M. Jonick, CDT
Julian Goldman, AIA

DIRECTOR SHAREHOLDERS
Carlos Guzman, AIA
Omer Mushahwar

EMERITUS
Robert S. Wallach, AIA
Daniel Ashtary, AIA

Re: Request for Proposal Objective Design Standards Consultant Services

Dear Ms. Ramirez,

We are pleased to submit our proposal for the Objective Design Standards Consultant Services for the City of South Pasadena. As a community with a proud architectural heritage—ranging from its nationally significant Craftsman and Bungalow neighborhoods to Spanish Colonial Revival and other revival styles—South Pasadena is also facing the modern challenge of accommodating new housing in compliance with State law. The City's small-town character, tree-lined neighborhoods, and historic commercial core must remain central to its identity, even as it adapts to state housing mandates, market pressures, and community expectations for design quality.

As "Architects of Community" we are thrilled to be considered for such a task. I will be the Principal-in-Charge of this effort and primary contact. I will lead the effort from our office in Downtown Los Angeles. We have no sub-consultants, and to the best of my knowledge, we have no conflicts of interest in performing this work.

We believe that our firm's approach to creating Objective Design Standards is unique among planning firms, and our experience within the San Gabriel Valley makes us ideally suited to this effort. Our practice includes both planning—establishing the pattern of streets and open spaces, the size and geometry of the block, its subdivision into lots, and parcels; and architecture—designing the dwellings, shops, and workspaces that respond to the needs of everyday life and give character to public spaces. Unlike many master planning firms whose work tends to be one-directional, from the macro-scale inward, our efforts are two-directional—from the scale of the region inward and from the scale of the individual home outward—simultaneously. We refer to this as the inextricable link between architecture and urban design. In other words, we understand the implications of building design and cost of the Objective Design Standards that we author.

Our 70+ year history, coupled with our award-winning track record, gives us many essential qualities to deliver on the promises above. We have provided urban design services for over 2,700 communities. We pride ourselves on being neighborhood makers. From our experience, we've learned that great neighborhoods require:

TORTI GALLAS + PARTNERS

- The understanding we have gained from leading hundreds of urban design efforts, most of them complex, multi-disciplinary efforts requiring robust outreach to a variety of stakeholders.
- A deep commitment to projects in which a high sustainability approach to urban regeneration is embedded, with an actionable, implementable plan for going forward.
- The energy, passion, and curiosity to be innovative and think on our feet when it comes to taking holistic and inventive yet implementable project approaches.
- Experience crafting Objective Design Standards, with successfully adopted and functioning codes around the nation and in California for the City of Diamond Bar (in progress), City of Carlsbad, City of Santa Monica on its Downtown Community Plan (Specific Plan), City of Seaside (in its Campus Town Specific Plan), Elk Grove's Livable Employment Area, Rancho Cordova's ODS, City of Palm Springs Design Guidelines and City of Oceanside on the redevelopment of its three-mile stretch of Coast Highway (Historic Route 101).

Please note: This proposal does not include environmental documents required by CEQA because we do not believe that CEQA is necessary, based on the "common sense" exemption, and the Class 8 exemption, and because the adoption of these Objective Design Standards will not constitute a project, nor will they change the underlying land use intensity or density allowed by the General Plan.

We are excited about this effort and look forward to further discussions with you. I can assure you that Torti Gallas + Partners (TG+P) and all assigned key professional staff are properly licensed to conduct business in California. Please do not hesitate to call me if you have any questions. In the meantime, many thanks for your interest in TG+P and for your review of our proposal. We are very much looking forward to working with you on this endeavor.

Best regards,

Neal I. Payton, FAIA, FCNU
Senior Principal
Torti Gallas + Partners
npayton@tortigallas.com | (213) 607-0053

TAB 2 - STATEMENT OF EXPERIENCE

TORTI GALLAS + PARTNERS

601 W. 5TH STREET, SUITE 600
LOS ANGELES, CA 90071
P. 213.607.0070

FIRM PROFILE

Torti Gallas + Partners (TG+P) was established in 1953. Today, with offices in Los Angeles, Washington, DC; Tampa, FL; and Istanbul, Turkey; the firm is one of the largest planning and architectural design firms in the United States dedicated to meeting the challenges of our time. TG+P has extensive experience with all scales of master planning and building projects in the residential, mixed-use downtown, transit-oriented, campus, and commercial settings, applying jurisdictional needs and code requirements in local, national, and international markets. With extensive experience in the public and private sectors, we take pride in balancing the diverse range of communities' needs with the realities of the marketplace to arrive at buildable and affordable solutions that bring value to our clients and to the communities in which we work. In applying this successful, market-focused balance, TG+P has designed over 525,000 residential units and planned over 2,700 residential and mixed-use communities that house over 1 million people. Since our founding, these projects have resulted in more than $80 billion in construction. Our dedication to full implementation of our designs and master plans over 70+ years of practice enables our team to arrive at inventive solutions for communities and institutions that provide value to our clients and to the people who will ultimately live, work, learn, shop, visit, and play in them.

DESIGNING NEIGHBORHOODS, MAKING COMMUNITIES

TG+P is committed to enhancing the desirability of neighborhoods in everything we do. We work as planners, placemakers, and architects to design buildings that complement their context and neighborhoods to enable people to thrive. Our passion is to work with residents, community stakeholders, developers, builders, and public officials to knit together new and existing communities that create safe, comfortable, and high-quality neighborhoods at all scales, uses, and densities that are supported by realistic construction economics. The strengths of any community are engendered by its physical characteristics—streetscapes, parks, and open spaces—to encourage safe and comfortable pedestrian activities, the buildings that occupy them, and of course, the people that call it their home. By holistically planning and mixing the design aesthetics, the uses, and the lifestyles of our buildings and neighborhoods, we aim to create a shared and memorable sense of community that welcomes all.



Downtown Community Plan | Santa Monica, CA



Downtown Specific Plan | Westminster, CO



Town Center Specific Plan | Diamond Bar, CA



Alice Griffith | San Francisco, CA

DESIGN AWARDS

TG+P has been the recipient of numerous awards for our innovative design work. We have won over 425 international, national, and local design awards for planning and design. This recognition by such prestigious groups as the American Institute of Architects, the Congress for the New Urbanism, the International Council of Shopping Centers, the Urban Land Institute, the American Planning Association, the American Society of Landscape Architects, and the National Association of Home Builders establishes TG+P's long standing commitment to high quality design over our 70+ year history. Recognition of our work by these prestigious groups is gratifying, but of even greater importance to our Firm is the pride and happiness of the people who reside and visit the quality neighborhoods we create.

MASTER PLANNING AND URBAN DESIGN EXPERIENCE

TG+P's practice is grounded on the inextricable links between architecture, planning, urban design and community. We believe great cities are created through beautiful buildings, intelligent planning policies and pragmatic implementation strategies. Our work strives to develop land responsibly – be that greenfield communities connected to the edges of metropolitan areas, suburban communities interested in creating a defined city center and in refining their neighborhoods, or brownfield redevelopment projects to revitalize inner cities. The overarching concern of our practice is to create a "sense of place" that will be the mainstay for a vibrant experience of living, working, shopping and playing. As such, we are guided by the following principles:

HOLISTIC PLANNING - Looking at land use, design codes, planning policies and community engagement as an integrated system rather than a sum of parts.

DIVERSITY OF USES - Designing and planning for a diversity of uses to support and sustain jobs, housing, commerce and civic space for a fully functioning community.

VIBRANT PUBLIC REALM - Planning public spaces and civic structures to be accessible and flexible to support civic, cultural and recreational activities for a wide range of ages and groups.

VARIETY OF HOUSING TYPES - Building a wide range of housing types and densities that reflect the many ways of living and diverse levels of income that can be inter-mixed in a neighborhood, block or street.

DIVERSITY OF TRANSPORTATION OPTIONS - Developing a multi-modal transportation infrastructure (walking, bicycling, driving, riding on mass transit, etc.) to connect neighborhoods, schools, jobs, etc, and supporting transportation funding reform to include quality of life indicators when evaluating performance.



Exposition Park Master Plan | Los Angeles, CA



Foothill/Route 66 Corridor Plan and Code | Rancho Cucamonga, CA



Path Villas at South Gate | South Gate, CA



Livable Employment Area | Elk Grove, CA

We have extensive experience in the complexities of planning and urban design and have been highly successful in the following core competencies:

- Visioning and Strategic Plans
- Creation of vibrant downtowns and city centers
- Design of mixed-income, mixed-use neighborhoods
- Transit-oriented development
- Multi-modal linkage strategies, including pedestrian and bicycle usage
- Integration of residential planning and architectural design
- Community-sensitive revitalization
- Holistic design of sustainable communities
- Smart growth, Form-Based Codes, and Design Guidelines
- Community involvement
- Planning and zoning analysis
- Public / Private partnerships
- 3-D Modeling

OBJECTIVE DESIGN STANDARDS GUIDELINES

We recognize the importance of implementation tools in moving from vision to reality. We also recognize that form matters and that the right configuration brings added economic value, an increase in the quality of life, an increase in healthy behaviors, and a reduction in the use of non-renewable energy. Form based codes and guidelines provide the most predictable physical form while at the same time providing sufficient flexibility to adjust to changing needs. We have drafted award winning form based codes, regulating plans, guidelines, and pattern books that are in use today. More importantly, built communities are a testament to their efficacy. We have also administered form based codes which gives us the ability to learn what works and what doesn't from their implementation.

PLACEMAKING

No two places are the same. TG+P's approach to creating great places in our communities is based on the strategic employment of Placemaking design principles. We firmly believe great places are those where people want to live, work, shop and play – places that enliven, inspire and entertain their residents and guests. To that end, our goal is to create pedestrian-oriented, walkable, amenity-rich neighborhoods that provide the framework for enriching experiences, social engagement, and patron ownership.

TG+P brings together teams of experts in Placemaking Visioning and Placemaking Design to access, identify and design all aspects of the destination. Our integrated and highly collaborative teams focus on retail strategies, brand design, urban design, architectural design, and landscape design to create a holistic "place" aimed at offering unique and appropriate solutions for the given market,



Campus Town Specific Plan | Seaside, CA



MacArthur Park Apartments | Los Angeles, CA



The Village at Montclair | Montclair, CA



State Street Village | Redlands, CA

demographics, and location that will resonate with the community and the intended market. All team experts play important roles in the collaborative Place Creation Process and inform decision making based upon the client's underlying development goals and brand positioning – from developing the project name and logo to identifying the appropriate retail tenant mix, to streetscape and amenity planning, to landscape, signage and lighting design, to storefront and building design.

COMMITMENT TO SUSTAINABLE AND EQUITABLE COMMUNITIES

TG+P has made a firm-wide commitment to designs that yield economically viable and environmentally sustainable communities. Every new project begins with a Sustainable Development Workshop where we identify beneficial and feasible development options that integrate sustainable horizontal and vertical construction strategies. Our 35 LEED Accredited Professionals are supported by the entire firm's resources in researching, designing, monitoring, and implementing designs and master plans that preserve the earth's resources by creating developments that enhance the natural setting and buildings that maximize energy efficiency and indoor air quality.

Our national leadership in designing environmentally sustainable and economically viable communities ensures clients that we have the expertise to utilize innovative strategies that are financially feasible and buildable in a way that brings value to all.



Claremont South Village | Claremont, CA


Westminster New Downtown | Westminster, CO

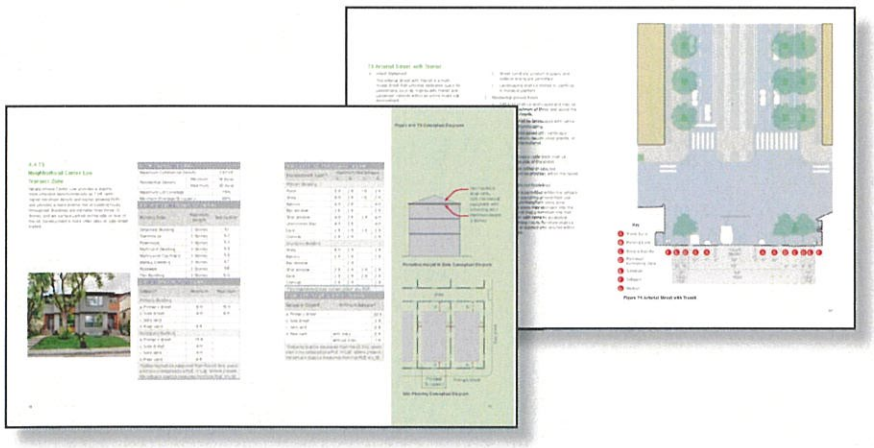

Downtown Wyandanch | Long Island, NY


The Commons at Aliso Viejo | Aliso Viejo, CA

Livable Employment Area Special Planning Area Objective Design Standards

ELK GROVE, CA







PAGES FROM OBJECTIVE DESIGN STANDARDS

Torti Gallas collaborated with city staff to develop the Livable Employment Area Special Planning Area (the SPA), to carry out the policies of the Elk Grove General Plan. The SPA is set up as a modified form-based code to place greater emphasis on the character and function of development than what is typically provided in traditional zoning to create a more complete and vibrant community. We accomplished this by producing standards for pedestrian spaces, requirements for building orientation, and objective design standards for new buildings. Specifically, development requirements are organized based upon the type of building being developed (e.g., Townhouse, Flex Building, Urban Block) which allows particular standards to be applied to each building form, rather than applying generalized, universal standards to all development. The desired pedestrian scale and character of the SPA requires that new project development not appear as massive, monolithic structures, but instead as a series of smaller scale buildings. The standards are intended to ensure that larger projects are designed to appear as carefully conceived groups of separate structures that, along with an attractive streetscape, contribute to the overall urban, pedestrian-friendly quality desired for the SPA.

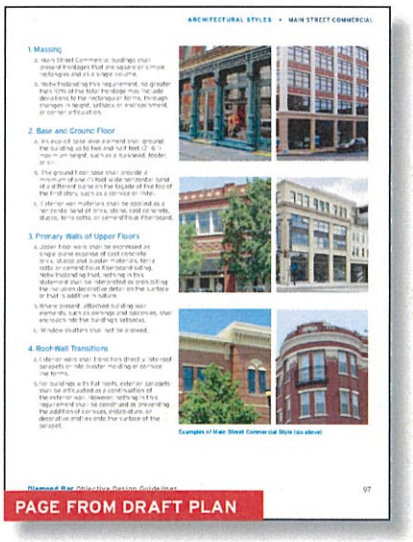
Year of completion: Ongoing

Diamond Bar Objective Design Standards

DIAMOND BAR, CA



STANDARDS AND GUIDELINES FROM DRAFT PLAN



PAGE FROM DRAFT PLAN

Torti Gallas is collaborating with the City of Diamond Bar to establish objective design standards (ODS) tailored for multifamily and mixed-use developments throughout the city. The aim of the ODS is for the City to continue its tradition of careful planning and to implement its vision for high quality architecture, and place-based, infill development. The focus is on creating a comprehensive set of design standards that will apply exclusively to multifamily housing, including mixed-use projects, while excluding single-family and non-residential zones. Torti Gallas is actively researching existing architectural styles within Diamond Bar, engaging with stakeholder groups, and conducting meetings to gather valuable feedback. This process will help define various building types, frontages, and style options, ultimately resulting in a user-friendly document that presents clear and objective design criteria for future developments.

SERVICES PROVIDED

- community and stakeholder meetings
- urban design
- architectural guidelines
- public meetings

Year of completion: Ongoing

Diamond Bar Town Center Specific Plan

DIAMOND BAR, CA

Torti Gallas + Partners is leading a multidisciplinary team of design and planning professionals, including Gibson Transportation, Sapphos Environmental, SALT Landscape Architecture, RCLCo and KPFF, in creation of a dramatic vision for a new mixed-use downtown. The 45-acre commercial area, spread over 39 separate parcels, is envisioned to feature a vibrant joyful and pedestrian-friendly Downtown for the City of Diamond Bar. The City aims to create plazas and paseos lined with shops, restaurants, entertainment venues, community gathering spaces, and urban living opportunities. In addition, it wants to accomplish this goal in a manner that will allow the Downtown to evolve over time, ultimately becoming the center of life, activity and economic activity in the city.

Torti Gallas led workshops and intensive visioning exercises during a week-long charrette with community members and stakeholders to create an inspiring downtown.



MAIN STREET



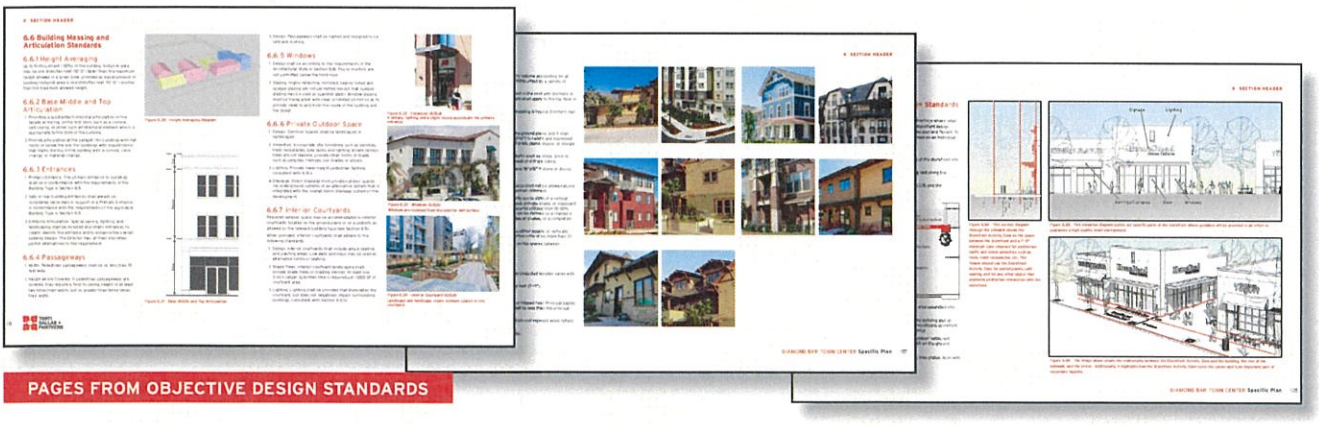
CROSS SECTION



SITE PLAN

PROJECT DATA

- 45 acres
- 2,055 residential units
- 411,500 sf of retail/commercial (including a 41,400 sf cultural center)
- 165 keys hotel



PAGES FROM OBJECTIVE DESIGN STANDARDS

Year of completion: Ongoing

Claremont South Village

CLAREMONT, CA



VIEW LOOKING TOWARDS THE PLAZA



The Village South at Claremont consists of a mix of uses in the neighborhood of South Claremont, California, located within easy walking and biking distance to the Claremont Village and the Claremont Metrolink/Future Gold Line Station. Developed with the community values of sustainability, quality design and aesthetic appeal integrated throughout, the project's details will be further developed as the City progresses on the Village South Specific Plan. The Specific Plan will implement guidelines based on the community's vision for the area including the shape of the development, mix of housing and retail, diversity of housing, size and massing of the buildings, pedestrian and bike mobility through the area, and continuity of the Village character.

PROGRAM DATA

- 236,000 total SF
- 207 dwelling units
- 35,000 SF of retail space
- 15,400 SF indoor/outdoor amenity
- 370 structured parking spaces

Year of completion: 2025

The Village at Montclair

MONTCLAIR, CA



AERIAL VIEW OF THE VILLAGE AT MONTCLAIR



VIEW FROM ARROW HIGHWAY



OPEN SPACE



TRANSIT PLAZA

TG+P is working with Village Partners on the design and development of this new transit oriented development at the Transcenter in Montclair, CA. The project is steps from the Montclair TransCenter, which currently hosts the Metrolink and will be the final stop on the Metro Gold Line (currently under-construction), providing current and expanded future access to Los Angeles, Pasadena, and the Inland Empire.

PROGRAM DATA

- 6.32-acre site
- 360 apartments in 5 buildings
- 483 space parking garage plus curb parking

Year of completion: 2023

Westminster New Downtown

WESTMINSTER, COLORADO 2013-2015

Adopted 2014; Congress for the New Urbanism Charter Award, Neighborhood, District and Corridor, 2016



AERIAL VIEW OF WESTMINSTER



4.3 BUILDING TYPE STANDARDS AND GUIDELINES

In order to provide for a variety of household types and to create a varied and complex urban environment, this Plan provides for a diversity of building types, from row houses, flexlofts, and courtyard buildings to urban block buildings, liner buildings with garages, and podium high-rises. The standards for each block mandate a minimum number of building types to be located on each block. Once a particular building type is selected, development must adhere to the type-specific standards and guidelines. These include maximum facade width, lot width, pedestrian access, parking, outdoor space, landscape, frontage types, and building massing (see Figure 4-10).

All building types should be designed to encourage activation of the public realm and provide private outdoor spaces, such as gardens, courtyards, and porches for residents.

Figure 4-10: Key Building Type Elements

Note: See also definitions, Chapter 7.

Plane Break:
The area of the building where the plane of the facade varies in depth, represents a plane break. *Plane breaks* can be vertical (see A left) or horizontal (see B left).

Green Space:
Each building type requires the lot area to be occupied by a certain percentage of green space area, which can be accommodated in a variety of ways, for instance through gardens, yards, patios, courtyards, etc. as described on each building type page.

Maximum Footprint per Story:
The floor area of upper stories shall be less than the area of the building footprint at grade as indicated by the maximum allowed footprint per story charts on each building type page.

Maximum Upper Level Building Frontage Occupancy:
Some building types have limitations on the

Projecting Balconies (4.5.11)
Projecting balconies used sparingly accent, but do not dominate.

Recessed Balconies (4.5.11)
Balconies are set back from the primary building face.

Wood Fence (4.5.12)
Fences and walls may delineate property lines between adjoining private properties.

Hedge Screening Service Area (4.5.12)
A hedge and other plantings effectively screens a service area from view.

4.5.10 Awnings and Shade Devices

The following standards and guidelines apply to awnings and shade devices that are not located at front setbacks or build-to lines.

A. Standards

1. Clearance. Awnings and shade devices shall maintain a minimum clearance of eight feet above the adjacent floor level.

4.5.10 Awnings and Shade Devices

The following standards and guidelines apply to awnings and shade devices that are not located at front setbacks or build-to lines.

A. Standards

1. Clearance. Awnings and shade devices shall maintain a minimum clearance of eight feet above the adjacent floor level.
2. Materials. Materials for awnings and shade devices shall be durable.

B. Guidelines

1. Placement. Limit placement to over windows and doors, not walls in between.
2. Place awnings and other shading devices so as not to interfere with pedestrian signage for shops and businesses. Design awning heights on a building to be consistent along the facade or frontage line so as to maintain a consistent street edge.
3. Aim to provide continuous awnings or shade devices at southern and western exposures above storefronts and storefront cafés.
4. Mountings. Use mountings that respect and enhance moldings that may be found above storefronts or sign panels.
5. Materials & Colors. Use materials that complement other materials on the building. Use colors that complement building colors and design.

4.5.11 Balconies

A. Standards

1. Design. All balconies shall be accessible from inside the building and shall not be completely enclosed.
2. Decorative Railings. Decorative railings attached to the building facade that do not create occupiable balconies are permitted.

B. Guidelines

1. Location. Balconies are encouraged on projects facing major public spaces such as parks, playgrounds, and plazas. Balconies are permitted on internal courtyard spaces.
2. Minimum Depth. Balconies should be no less than six feet in depth.
3. Recessed Balconies. Recessed balconies are acceptable.

4.5.12 Walls, Hedges, and Fences

Garden walls, retaining walls, hedges and fences may be used to define the edge between adjoining private properties. Walls, hedges, and fences facing the public street shall also comply with the frontage type standards (see Section 4.4).

A. Standards

1. Height. No fence, wall, or hedge shall exceed six feet in height. The top of a fence shall remain level in stepped conditions.
2. Location. Garden walls, retaining walls, hedges and fences shall be built at least 18 inches from the property line, to allow room for footings and planting.
3. At Storefronts. Walls and fences shall not be used at storefronts or *storefront cafés*, except that retaining walls are permitted in situations where they are necessary to accommodate grade changes.
4. Materials. Solid perimeter walls shall be constructed of high quality enduring

Torti Gallas worked with the City of Westminster to create a dramatic vision for a new mixed-use downtown to replace a demolished indoor shopping mall situated midway between the burgeoning Denver – Boulder tech corridor. This central, 105-acre site is adjacent to a planned new station of Denver's RTD train line. Key components of the plan include a seamless integration of a mix of retail, residential and office uses, a network of streets and public open spaces, multi-modal circulation and access to transit, urban design, development flexibility, and taking advantage of the fabulous views of the Front Range of the Rocky Mountains. The implementation of the vision will be accomplished via a Specific Plan (the first in the State of Colorado) and an accompanying Form-Based Code.

PROGRAM DATA

- 105 acre site
- 21 acres of open space
- 1,000,000 SF of office
- 1,050,000 SF of retail
- 2,000 residential units
- client: City of Westminster
- adopted 2014

SERVICES PROVIDED

- programming
- community workshops
- master planning
- conceptual design
- entitlement
- Town Information Modeling (TIM)® services



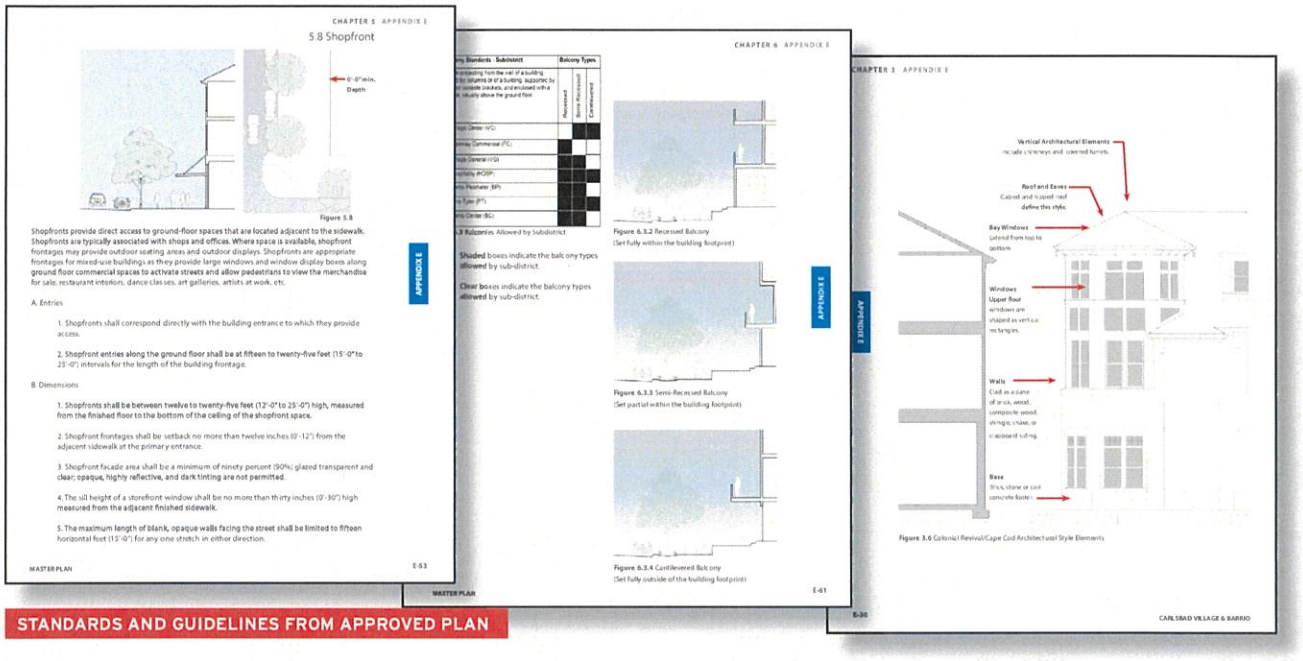
TIM® MODEL OF WESTMINSTER

The plan can be viewed at: https://www.westminstereconomicdevelopment.org/wp-content/uploads/2017/11/Downtown-Specific-Plan_2015-Update_WEB.pdf

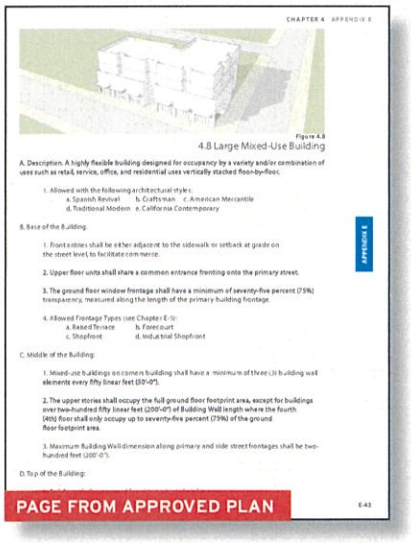
Year of completion: 2023

Village and Barrio Objective Design Standards

CARLSBAD, CA



STANDARDS AND GUIDELINES FROM APPROVED PLAN



PAGE FROM APPROVED PLAN

Torti Gallas collaborated with AVRP Studios and the City of Carlsbad on the creation of objective architectural design standards for multi-family housing and mixed-use projects in Village and Barrio, two of Carlsbad's oldest neighborhoods.

The team led several series of public workshops for community input as well as opportunities for online input. The new standards will help ensure new apartment, condo and duplex projects built in Carlsbad meet objective criteria for building and site design features in order to help expedite the approval process for those projects that are conforming. The objective design standards do not include any changes to existing development standards such as building heights, density or setbacks, and the standards will only apply to future apartment, condo and mixed-use projects.

Seven architectural styles were approved for specific subdistricts and building types in the Village and Barrio: Spanish revival, craftsman, American mercantile, Victorian, colonial revival/cape cod, traditional modern and California Contemporary.

SERVICES PROVIDED

- community and stakeholder meetings
- urban design
- architectural guidelines
- public meetings

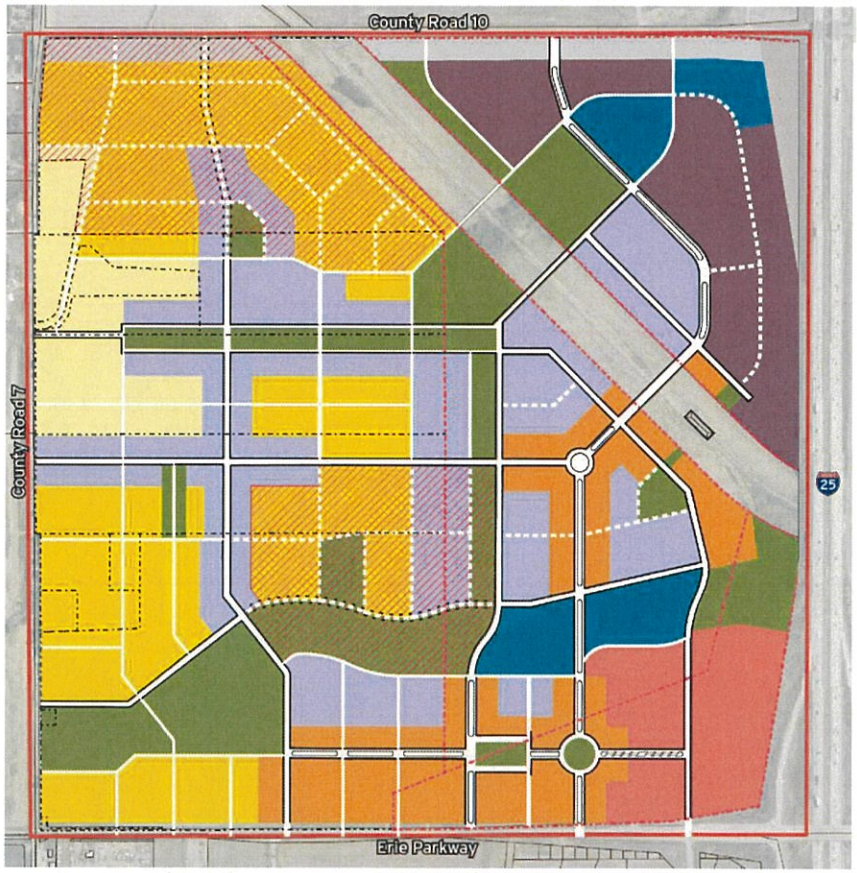
Year of completion: 2023

Erie Gateway South PD District

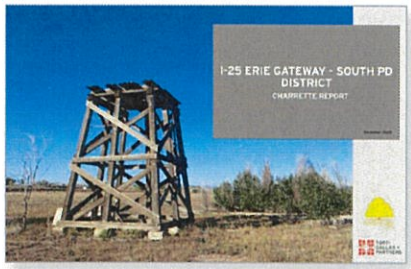
ERIE, CO

The Town of Erie, Colorado has produced a Vision Plan for the site known as Erie Gateway which is located 20 minutes from Boulder. Bordering I-25, the site consists of several parcels of land that collectively total 1100 acres. The Town's intent is to create a regionally-scaled retail and employment center at Erie's eastern gateway servicing the Northern Colorado marketplace that is recognized as a true destination where businesses and people flourish. The vision for the development future of the Plan area is one that maximizes the site's revenue generating potential while employing sound land use and high quality design principles.

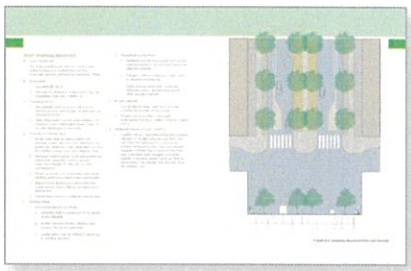
TG+P worked with the Town to develop the details and supporting documents to facilitate the implementation of the Vision Plan to ensure its realization. A three-day charrette provided TG+P and the Town the opportunity to discuss project goals, collaborate on preliminary design strategies while exploring opportunity sites in person. This onsite work culminated in a Charrette Report that documented this early schematic effort. A Residential Building Type Compendium was also prepared for the Town that provides a range of suitable building types that would foster the diverse community envisioned along with built examples to illustrate how to effectively position them to maximize their benefits. Ultimately, the resulting PD Development Plan established Regulating Zones, Thoroughfare Types, Building Types, Frontage Types, and Parks and Open Space Types along with Architectural Standards and Guidelines. These development standards reinforce and foster the mixed-use, multi-modal, and human-centric growth that is both economically and socially sustainable.











Year of completion: 2022

Campus Town Specific Plan

SEASIDE, CALIFORNIA



CAMPUS TOWN



SITE PLAN

The 85 acre site is envisioned as a walkable, mixed-use community that serves the needs of residents and visitors alike, Campus Town is designed to capitalize on the positive momentum of existing and emerging local developments throughout the former Fort Ord. Bolstered by the continued growth of CSUMB along with ongoing public infrastructure improvements across Monterey Bay, Campus Town connects and expands upon these nodes of activity by creating a vibrant network that links and supports the region at large. The Site connects with the Main Gate development in the northwest and with CSUMB's 6th Street hub in the northeast, thus extending the economic opportunities throughout Campus Town and beyond.

Torti Gallas led a public week-long charrette to maximize optimal community engagement.

client: City of Seaside, CA

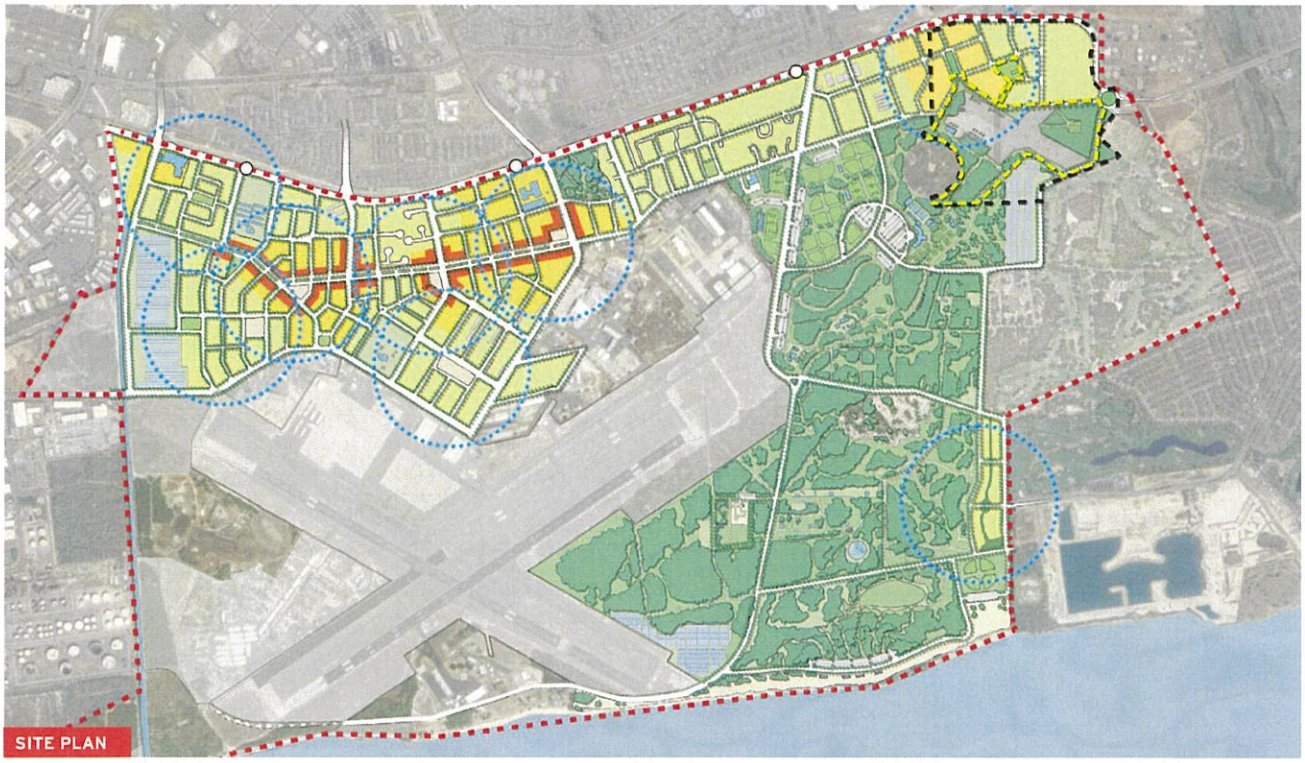


PAGES FROM SPECIFIC PLAN

Year of completion: 2021

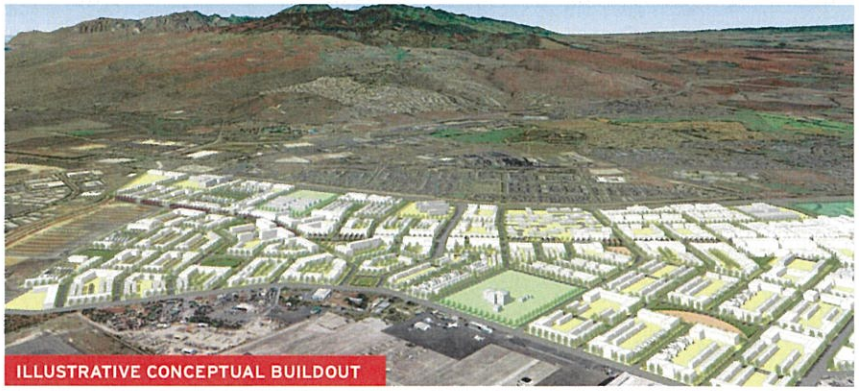
Kalaeloa Community Development District Plan and Rules Update

HONOLULU, HI



SITE PLAN

In 2020, the HCDA began the process of preparing a revision to the 2006 Kalaeloa Master Plan, the 2700-acre site that had formerly been home to Barber's Point Naval Air Station. This Master Plan Amendment responds to the current and anticipated challenges facing redevelopment and charts an economically feasible and realistic course toward the vision of Kalaeloa as a Wahi Hookela (Center for Excellence) that includes 700 acres of new development, and over 500 acres of park space, in addition to continued use of the airfield runway. TG+P conducted a concerted effort that involved the review of the 2006 Kalaeloa Master Plan and Urban Design Guidelines along with ancillary plans, studies, and other reference documents completed since then. Additionally, the planning team conducted interviews with stakeholders, met with government agencies, and held workshops with the community and HCDA to receive clarification and feedback on the direction and concepts being developed. The Master Plan Amendment was written with the intent of distilling this information into an understandable planning document that offers the reader an overview of the opportunities and vision for Kalaeloa



ILLUSTRATIVE CONCEPTUAL BUILDOUT

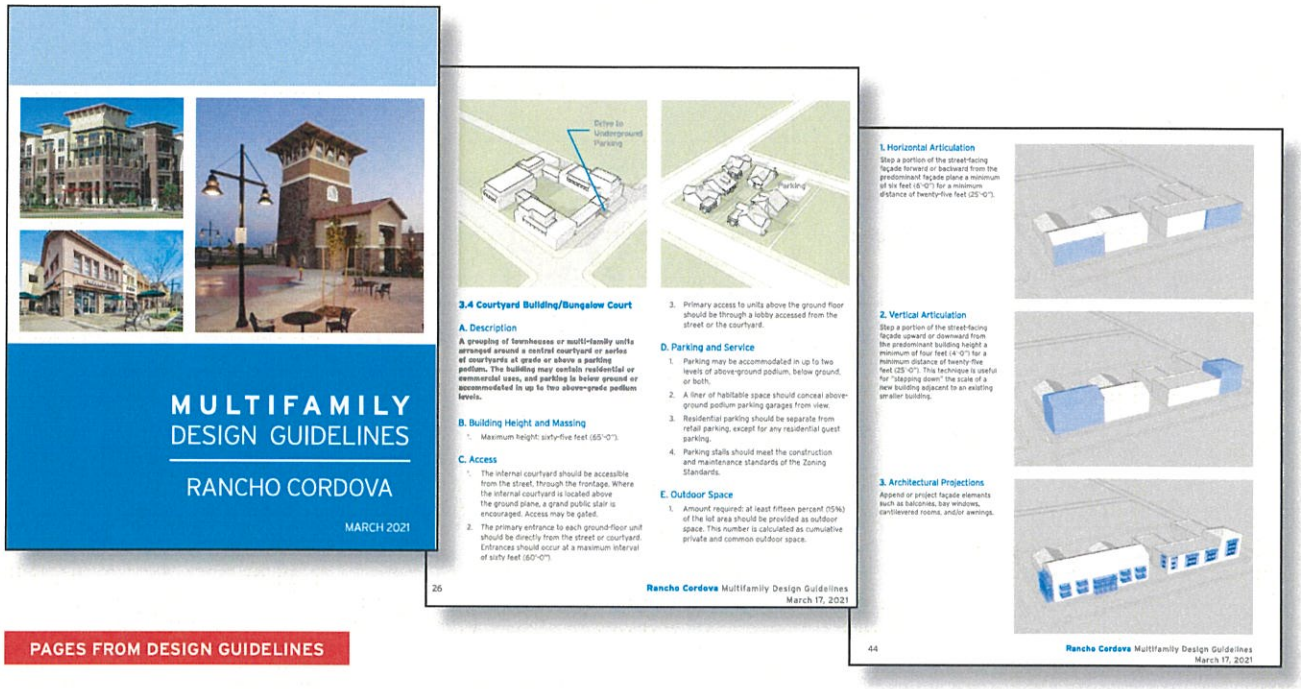


PARKS AND OPEN SPACE PLAN

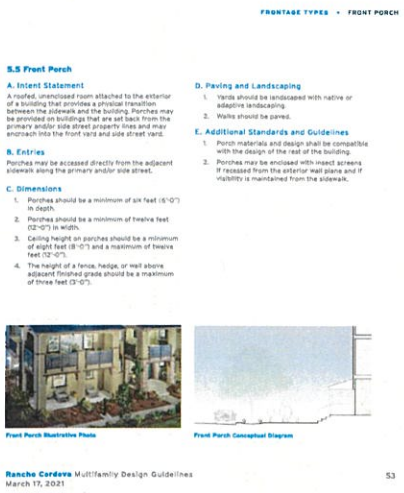
Year of completion: 2021

MultiFamily and Mixed-Use Objective Design Standards

RANCHO CORDOVA, CA



PAGES FROM DESIGN GUIDELINES



PAGES FROM DESIGN GUIDELINES

SERVICES PROVIDED

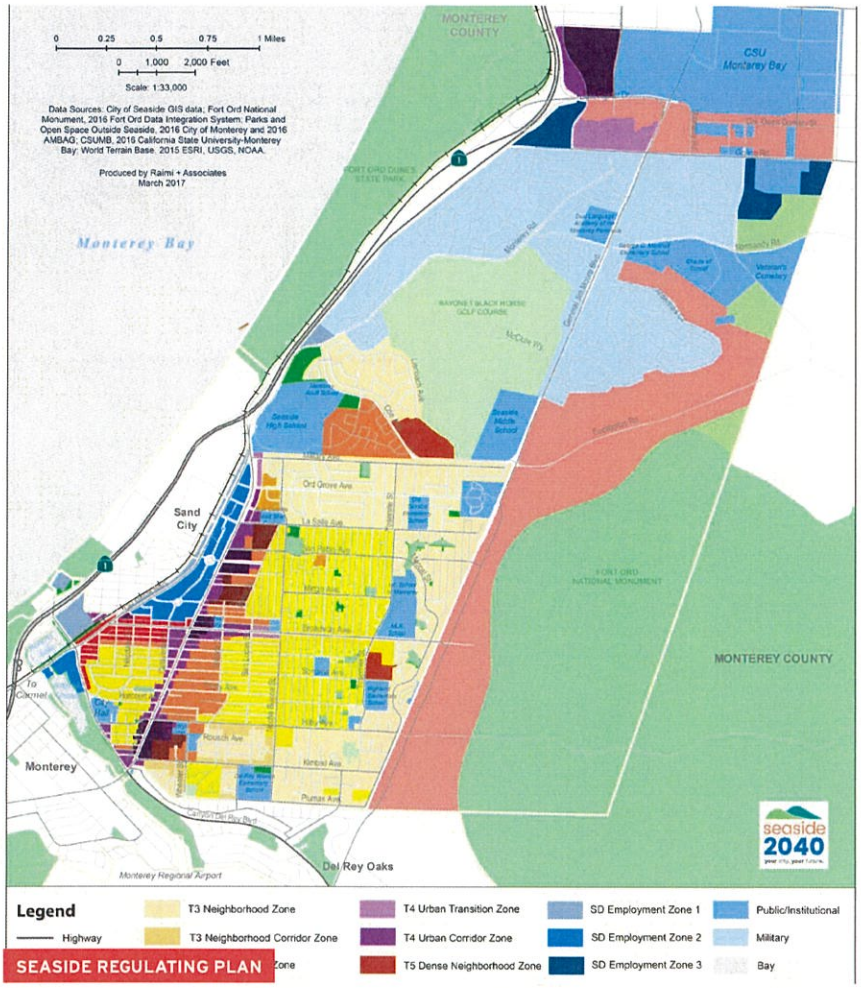
- public outreach
- design guidelines
- coordination with staff and other consultants
- public meetings

TG+P worked with city staff, and elected officials, as well as the development and design community to craft the Rancho Cordova Multi-Family and Mixed Use Guidelines to provide the minimum objective standards that will assure that new multi-family and mixed-use development in the city embodies a high architectural and urban design standard, while simultaneously streamlining the approval process. They have been established to meet a set of Goals consistent with the aspirations of the community, while ensuring a consistent and objective set of standards are applied to all proposed projects. The Guidelines cover Site Planning, Building Types and Frontages, Façade Increment and architectural Styles in order to create the image of authentic, diverse streetscapes that have evolved over time.

Year of completion: 2020

Seaside Form Based Code

SEASIDE, CALIFORNIA



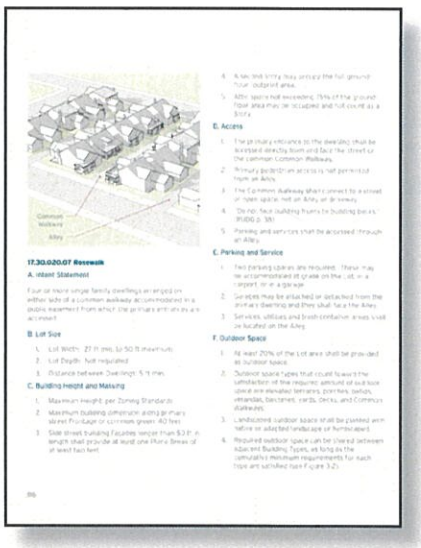
SEASIDE REGULATING PLAN

Torti Gallas + Partners was commissioned by the City of Seaside to create a new form-based zoning ordinance to implement the forward-thinking goals and policies established in their general plan update.

The limits of the existing zoning ordinance precluded the type of development the City was seeking to encourage, mainly the development of new and the reinvestment in existing commercial nodes into resilient mixed-use neighborhood centers that are accessible, both physically and economically, to all residents. Utilizing the transect planning methodology, the Euclidean zoning categories were reimagined into new transect zone subcategories that emphasize built-form intensity over land-use designations. Standards that regulate building massing, ground-floor frontages, and multimodal streetscapes were developed to ensure a harmonious urban landscape while architectural guidelines were provided to inform a coherent urban character. The Form-Based Code supports the city's transformational goal to enrich the urban fabric into a built environment that fosters a diversity of uses and users for the benefit and advancement of all Seaside.





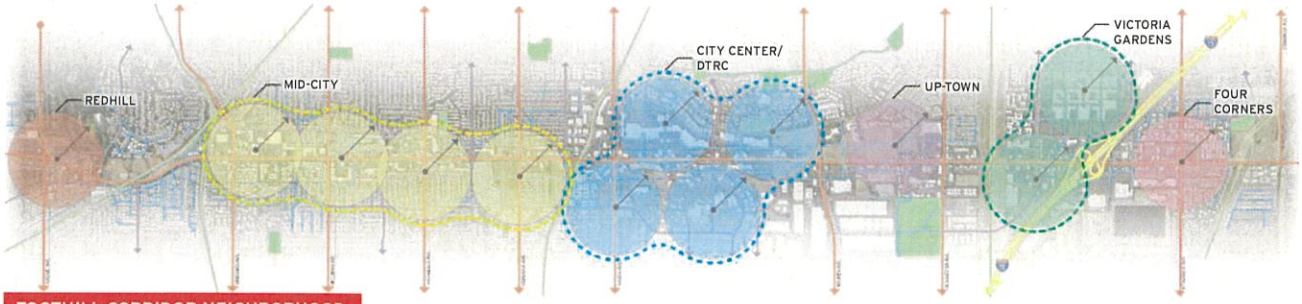


PAGES FROM FORM BASED CODE

Year of completion: 2020

Foothill Boulevard/Route 66 Corridor Plan and Code

RANCHO CUCAMONGA, CA



FOOTHILL CORRIDOR NEIGHBORHOOD



VICTORIA GARDENS MODEL



MODEL OF SITE 2

In collaboration with Sargent Town Planning, Torti Gallas prepared a vision plan and code update for the 6.5 mile Foothill Boulevard (Historic Route 66) Corridor in the center of Rancho Cucamonga, and working with City staff to update mixed-use development standards for this area.

Beginning with mapping/diagramming of existing conditions and comparative mapping/diagramming more mature corridors in other cities, the team developed a conceptual urban "framework plan". That plan organizes the area into pedestrian-sheds and defines the general trajectories of a complete network of multi-modal streets extending into the existing large-parcel development pattern. The framework plan thus generates a range of block types for which Torti Gallas prepared illustrative plans and 3-D models of commercial, mixed-use and residential development. Such infill development is organized into a series of mixed-use "villages" (or "pockets of urbanism") at several scales appropriate to their context, which can be implemented over time as market conditions dictate and support.

Based on the Torti Gallas-generated building typologies and the STP-generated block structure, street and open space types, City staff will be updating their existing mixed-use development standards. It is anticipated that circulation network defined in this plan will inform the up-coming general plan update, which will also include updated goals and policies to support plan implementation.



PARKING LANE PLANTER

 Year of completion: 2017

Downtown Community Plan

SANTA MONICA, CALIFORNIA

With the arrival of the Exposition Line providing a rail connection from Downtown Los Angeles to the Pacific Ocean for the first time since 1953, the Downtown Plan will guide the next phase of the pedestrian-oriented evolution of this beachfront city. The plan encompasses roughly forty city blocks, six of which, front the iconic Third Street Promenade. The plan capitalized on the energy and vitality of the Promenade and seeks to expand and extend this energy to the east and west.

Recognizing that no matter how one arrives to the Downtown area, sooner or later, everyone becomes a pedestrian, the plan lavishes attention on the public realm through streetscape improvements and roadway reconfigurations to prioritize pedestrian comfort, utility, and safety as well as multimodal accessibility. By planning for both a range of public spaces of varying scales and by treating the street network as the Downtown's greatest public space the plan provides for an immersive pedestrian experience. 'Signature sidewalks' are strategically incorporated throughout the plan area, created by enhanced building setbacks, or road diets depending on the opportunities present. Meanwhile, design and development standards focus on the design of the sidewalk and building facades that front them in order to create humanscale, attractive and inviting frontages. The use of Town Information Modeling® (TIM®) allowed Torti Gallas to test various land use and development alternatives to arrive at design standards that are predictable and flexible to promote creative and elegant buildings and public spaces.

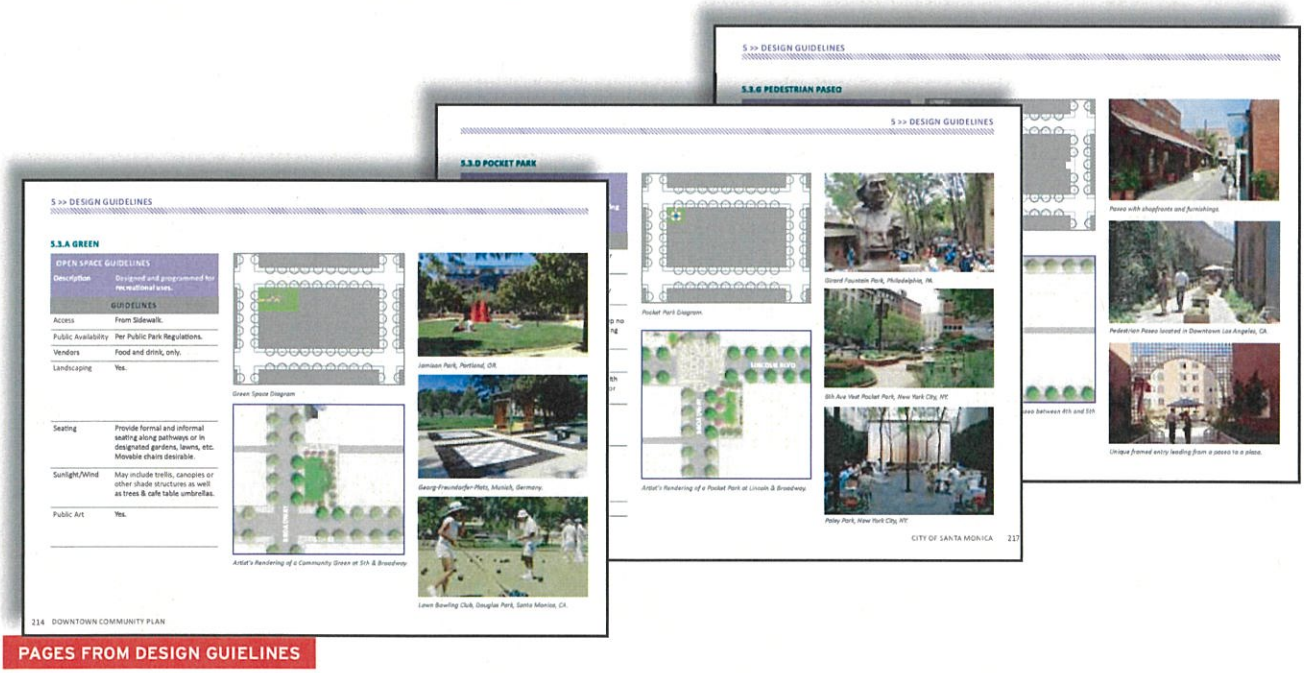
Even with its focus on the pedestrian, the plan provides strategic parking enhancements, aimed primarily at using existing parking assets more efficiently, while also providing for short and long term actions to increase the overall capacity of the circulation network including an enhanced bicycle network, and new street connections over the freeway. Incentives for desperately needed affordable housing, and a greater range of cultural and arts amenities are also feature prominently in the plan.



MODEL VIEW OF SANTA MONICA

PROJECT DATA

- 40 city blocks
- community design workshops
- stakeholder meetings
- public hearings
- specific plan
- 3D modeling
- design and development standards
- implementation and phasing
- client: City of Santa Monica
- adopted 2017



PAGES FROM DESIGN GUIELINES

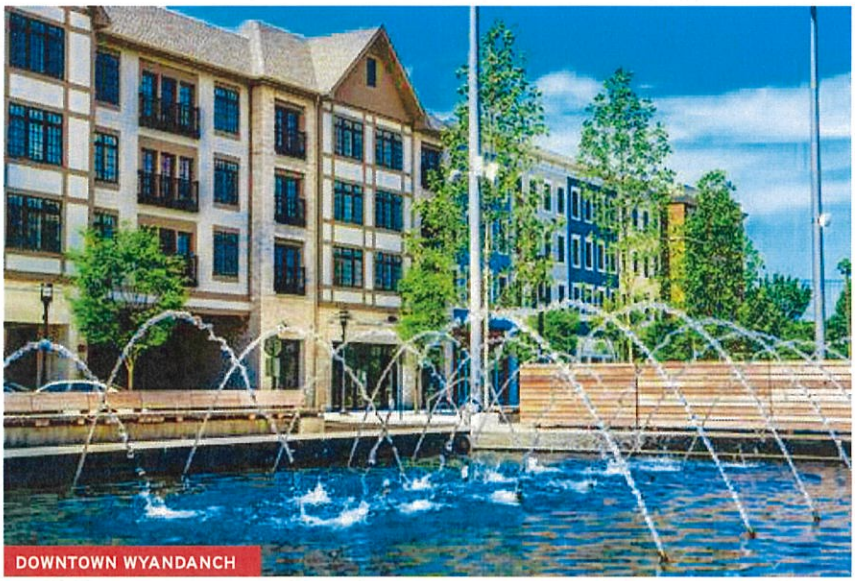
The plan can be viewed at: https://www.smgov.net/uploadedFiles/Departments/PCD/Plans/Downtown-Specific-Plan/FINAL%20DCP_web.pdf

Downtown Wyandanch TOD and Form Based Code

TOWN OF BABYLON, LONG ISLAND, NY

Congress for the New Urbanism Charter Award, 2015; Richard H. Driehaus Charitable Lead Trust Form-Based Codes Award, 2013

The Town Board of the Town of Babylon, New York undertook a public outreach process which helped the Wyandanch community define and envision its future. What emerged is a community generated "vision" plan, known as the "Wyandanch Rising Hamlet Plan," that is based upon a New Urbanist paradigm, characterized by a pedestrian-friendly, transit oriented development, with a mix of uses, networked thoroughfares and opportunities for civic buildings and spaces; in short, a recipe for a sustainable and joyful public realm at a mass transit station. TG+P was commissioned by the Town of Babylon and the New York Department of State to lead a multi-discipline team to create a highly sustainable and implementable TOD plan, undertake a corridor study, create a new form-based zoning ordinance, and lead a public charrette. The Town is pursuing LEED-ND certification of this 135 acre brownfield revitalization that will include 1,300 new homes, 150,000 SF of retail, 70,000 SF of civic space and parking for 2,000 cars.



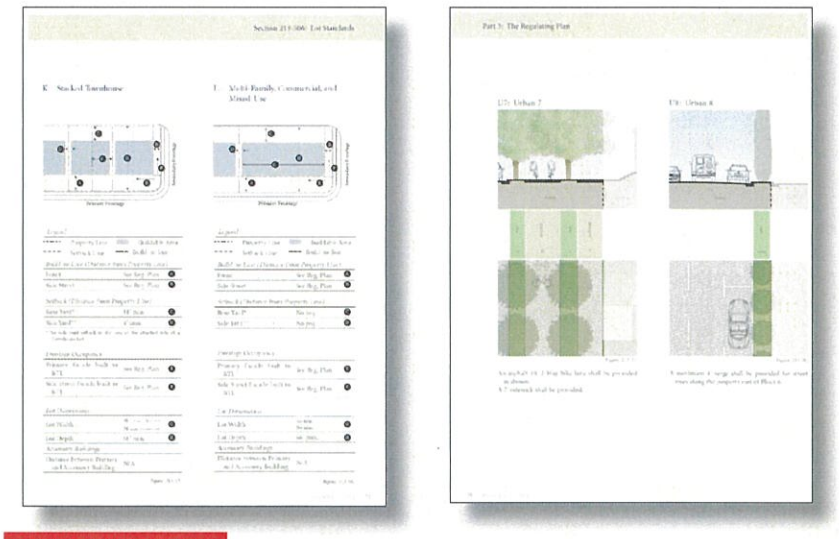
DOWNTOWN WYANDANCH

PROJECT DATA

- 135.7 acres
- 150,000 SF of retail
- 1,300 residential units
- 70,000 SF of civic space
- 2,000 parking spaces

SERVICES PROVIDED

- neighborhood planning
- feasibility/yield analysis
- multi-disciplinary team leader
- community charrette
- concept design
- sustainability code
- form-based code
- Town Information Modeling®



SAMPLE CODE PAGES









TAB 3 - REFERENCES

Mr. Christopher Jordan
Director of Strategic Planning and Innovation
City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758
cjordan@elkgrovecity.org
(916) 478-2222
Project: Livable Employment Area (2019-2020), Objective Design Standards (2022 - Ongoing)

Mr. Greg Gubman
Community Development Director
City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA 91765
(909) 839- 7031 | (909) 839-7000 main
ggubman@diamondbarca.gov
Project: Diamond Bar Town Center Specific Plan (2022 - Ongoing) and Objective Design Standards (2024 - Ongoing))

Mr. Kurt Overmeyer
Former City of Seaside Economic Development Director
City of Seaside
(510) 333-9753
Kto1243@mac.com
Project: Campus Town Specific Plan (July 2017-March 2020) | Form-Based Code (2021 - 2022)

TAB 4 - PROJECT TEAM




CITY OF
SOUTH PASADENA
PROJECT LEADERSHIP
Torti Gallas + Partners
Neal I. Payton, FAIA, CNU
Principal-in-Charge and
Project Manager
OBJECTIVE DESIGN
STANDARDS
Torti Gallas + Partners
Rogelio Huerta
Associate Project Manager
and Urban Designer
Betina Sason
Visualizations and Urban Designer

Neal I. Payton, FAIA, FCNU, LEED-AP ·

Principal-in-Charge | Project Manager



Education

- Master of Architecture, Syracuse University
- Bachelor of Architecture, Carnegie-Mellon University

Registrations/Certifications

- 1983, Architect, AZ, CA, CO, HI, LA, MD, NV, NY, TX, UT, NCARB
- LEED Accredited Professional



Diamond Bar



Westminster New Downtown



Livable Employment Area

Neal is a Senior Principal at Torti Gallas + Partners, where he directs the West Coast office. His work involves Urban Design and Town Planning activities at a variety of scales, including greenfield development, resorts, transit-oriented development in emerging development areas as well as regional plans for counties and metropolitan areas. Often called upon to work on sensitive sites, Neal has led over 50 design charrettes and participated in close to 100. Neal's urban design efforts have been honored nationally with numerous design awards from the American Institute of Architects and the Congress for the New Urbanism (CNU), among others. He was awarded the "Paul Crawford Memorial Award' by the California Chapter of the CNU.

In addition to these planning efforts, Neal works on crafting many of the individual architectural commissions of the firm to the urban context within which they will sit. The architectural work of TG+P focuses on residential and mixed-use development that is inextricably linked to urbanism and placemaking rather than to the making of individual object buildings. As a result of this experience, Neal is able to craft urban and architectural guidelines that are market sensitive, yet support the urban design.

Selected Project Experience

Diamond Bar Town Center Specific Plan, Diamond Bar, CA - TG+P is working with the City to create a dramatic vision for a new mixed-use downtown. The 45-acre commercial area is envisioned to feature pedestrian-only plazas and paseos lined with shops, restaurants, entertainment venues, community gathering spaces, and urban living opportunities. TG+P led workshops and intensive visioning exercises during a week-long charrette with community members and stakeholders to create an inspiring downtown.

City-wide Objective Design Standards, Diamond Bar, CA - TG+P is working with the City to establish Objective Design Standards tailored for multifamily and mixed-use developments throughout the city.

Multifamily and Mixed-Use Objective Design Standards, Rancho Cordova, CA - TG+P worked with city staff, and elected officials, as well as the development and design community to craft the guidelines to provide the minimum objective standards that will assure that new multifamily and mixed-use development in the city embodies a high architectural and urban design standard, while also streamlining the approval process.

Livable Employment Area Special Planning Area Objective Design Standards, Elk Grove, CA - The SPA is set up as a modified form-based code to place greater emphasis on the character and function of development than what is typically provided in traditional zoning to create a more complete and vibrant community. TG+P accomplished this by producing standards for pedestrian spaces, requirements for building orientation, and Objective Design Standards for new buildings.

Village and Barrio Objective Design Standards Carlsbad, CA - TG+P collaborated with AVRP Studios to provide Objective Design Standards for future multifamily housing and mixed-use projects. A separate set of design standards and architectural styles were created specifically for the Village and Barrio, two of Carlsbad's oldest neighborhoods. Seven architectural styles were approved for specific subdistricts and building types in the Village and Barrio.

Palm Springs Zoning Code and Design Guidelines, Palm Springs, CA - TG+P is working with Code Studios and the City to implement objective residential design standards, establish clear commercial design guidelines and maintain a high-quality historic inventory.

Selected Project Experience Continued

Foothill Boulevard/Route 66 Corridor Plan and Code, Rancho Cucamonga, CA - In collaboration with Sargent Town Planning, TG+P prepared a vision plan and code update for the 6.5 mile Foothill Boulevard (Historic Route 66) Corridor in the center of Rancho Cucamonga, and worked with City staff to update mixed-use development standards for this area. Based on TG+P-generated building typologies and an STP-generated block structure, street and open space types, City staff can update their existing mixed-use development standards.

Santa Monica Downtown Specific Plan, Santa Monica, CA - This Plan laid the ground work for a pedestrian-oriented evolution of the district with the arrival of the Exposition Line and other major civic projects. Design and development standards focus on the design of the sidewalk and building facades that front it to create human-scale, attractive and inviting frontages.

Form-Based Code, Seaside, CA - TG+P created a new form-based zoning ordinance to implement the forward-thinking goals and policies established in the general plan update, which was to encourage, mainly the development of new and the reinvestment in existing commercial nodes into resilient mixed-use neighborhood centers that are accessible, both physically and economically, to all residents.

Campus Town Specific Plan, Seaside, CA - TG+P led a week-long charrette with community members and stakeholders to create a walkable, Mixed-Use Urban Village with arts and entertainment, retail, housing, visitor lodging and employment space for the 85-acre site, formerly part of Fort Ord, consistent with the Fort Ord Base Reuse Plan (BRP).

Coast Highway Vision Plan and Design Guidelines, Oceanside, CA - TG+P led workshops and intensive visioning exercises with community members and stakeholders to create an inspiring downtown 'Main Street' with two transit-oriented mixed-use neighborhoods, a new harbor hospitality/entertainment node, a vibrant Arts & Technology District, and design guidelines to preserve the unique beach character of neighborhoods.

Central City Specific Plan, Sacramento, CA - Anticipating the construction of the new Downtown streetcar, the plan crafts a new policy recommendations to support TOD around the station areas, and create a more livable downtown area. TG+P crafted a Public Arts Plan, updated existing Design Guidelines and recommended Zoning Ordinance changes.

Westminster New Downtown (Specific Plan), Westminster, CO - TG+P worked with the City of Westminster to create a vision and framework for a new downtown to replace a demolished indoor shopping mall, located in the Denver-Boulder tech corridor.

Waikiki Design Guidelines, Honolulu, HI - TG+P was asked by the Waikiki Improvement Association to update development design guidelines for their iconic Pacific Island district. Required by Honolulu's zoning code, the Guidelines assist developers, designers and city staff in interpreting the zoning code and applying its provisions to projects in the Waikiki area.

The Village South at Claremont, Claremont, CA - The redevelopment of a parcel of approximately 12 acres in Clare mont, a major portion of the upcoming Village South Specific Plan. Only ¼ mile from the Claremont Metrolink and Future Gold Line Station, The Village South at Claremont will be a transit-oriented mixeduse development. The project will provide a mix of uses including housing, retail, office, public market, public plaza, and public green space.

Selected Articles Written by Neal Payton

- "Covid was an extraordinary experiment in rethinking street design" in Public Square, A CNU Journal, 2021. https://www.cnu.org/publicsquare/2021/06/08/ covid-was-extraordinary-experiment-rethinking-streetdesign
- "Thoughts about urbanism and architecture in the face of COVID-19" in Public Square, A CNU Journal, 2021. https://www.cnu.org/publicsquare/2020/08/03/ thoughts-about-urbanism-and-architecture-facecovid-19
- "Transit-Oriented Development" Architects of Community – Torti Gallas + Partners, Vendome Publisher, 2017
- "The Metropolis versus the City" a chapter in Landscape Urbanism and its Discontents: Dissumulating the Sustainable City, New Society Publishers, 2013
- "Designing new transit systems using a transectbased model", Co-written with Amber Hawkes. http://www.tortigallas.com/images/thumbs/ news/357278.pdf, Proceedings of the ICE - Urban Design and Planning September, 2012
- "TOD without the T" at ReConnecting America: Blog of the Center for TOD, http:// reconnectingamerica.org/ posts/tod-withoutthe-t, January 8, 2010
- "Transit Oriented Development: A Vehicle for Great Streets and Great Sidewalks", Urban Land Institute, LA, August 2009 Newsletter. http://www.uli-la.org/node/326
- "Seeking Urban Parking Solutions," with Brian O'Looney in Places: Forum of Design of the Public Realm, (Summer, 2006) http://repositories.cdlib.org/ced/places/vol18/iss1/OLooney_Payton/
- "Creating that Hometown Feeling" with Beth Hesler, in Defense Communities (Sept./Oct., 2005) http:// www.phma.com/PHMA_DOWNLOADS/2005.SeptOct.DC.pdf
- "Greyfields: Pursuing the Smaller Increment", in Land
- Development (Summer, 2003) http://www.lisc.org/ duluth/about_us/publications_8468/revitalizing_8733.pdf
- "Rebuilding in Older Neighborhoods," in Land Development (Summer, 2002)
- "Ispartakule: A Neighborly Mix," with John F. Torti, Urban Land, (March, 1998)
- "Patrick Geddes' Plan for Tel Aviv," The New City 3: "The Rational City," (1996)

Select Speaking Engagements

- "Construction and Design" at Bisnow Los Angeles Multifamily, Los Angeles, CA 2022
- "Utilizing Affordable Housing to Catalyze Redevment at TODs" at Congress for the New Urbanism (CNU), Seattle, WA 2016
- "Transit as a Catalyst for Redevelopment in Busan" Keynote speaker at TOD conference in Busan, South Korea, 2015
- "Transit as a Catalyst for Redevelopment in Panama" Keynote speaker at Panama Green-Build Conference, Panama City, Panama, 2017

Relevant Civic Work

- Member of the Landmarks Commission of Santa Monica
- Member of the California State Historical Resources Commission

Rogelio Huerta • Associate Project Manager | Urban Designer



Education

- Bachelor of Architecture, University of Notre Dame, 2012

Rogelio's experience has been shaped by working on varied scales of the built environment including town planning, historic preservation and rehabilitation, and custom single family residences. His broad involvement in different facets of the field establishes his symbiotic approach to architecture and urban planning that emphasizes the important relationship between the public and private realm and how it shapes how we live.

Selected Project Experience

Livable Employment Area Special Planning Area Objective Design Standards, Elk Grove, CA - The SPA is set up as a modified form-based code to place greater emphasis on the character and function of development than what is typically provided in traditional zoning to create a more complete and vibrant community. Torti Gallas accomplished this by producing standards for pedestrian spaces, requirements for building orientation, and Objective Design Standards for new buildings.

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Livable Employment Area

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Westminster New Downtown

Santa Monica Downtown Specific Plan, Santa Monica, CA - The Downtown Specific Plan lays the ground work for a pedestrian-oriented evolution of the district with the coming of light rail and other major civic projects. Design and development standards focus on the design of the sidewalk and building facades that front it to create human-scale, attractive and inviting frontages.

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Campus Town Specific Plan

Palm Springs Zoning Code and Design Guidelines, Palm Springs, CA - TG+P is working with Code Studios and the City to implement objective residential design standards, establish clear commercial design guidelines and maintain a high-quality historic inventory.

Westminster New Downtown (Specific Plan), Westminster, CO - TG+P worked with the City of Westminster to create a vision and framework for a new downtown to replace a demolished indoor shopping mall, located in the Denver-Boulder tech corridor.

Betina Sason • Visualizations | Urban Designer



Education

- Bachelor of Arts, Architecture, University of California, Berkeley

Betina is an urban designer at Torti Gallas + Partners. Betina's responsibilities include translating sketches for designers into realizable plans and sections, developing renderings, presentation graphics, planning analysis and idea generation. She is proficient at multiple 3D modeling and rendering software such as SketchUp, Lumion, Rhinoceros etc.

Selected Project Experience

Diamond Bar Objective Design Standards, Diamond Bar, CA - TG+P is collaborating with the City of Diamond Bar to establish Objective Design Standards (ODS) tailored for multifamily and mixed-use developments throughout the city.

Diamond Bar Town Center Specific Plan, Diamond Bar, CA - TG+P is working with the City to create a dramatic vision for a new mixed-use downtown. The 45-acre commercial area is envisioned to feature pedestrian-only plazas and paseos lined with shops, restaurants, entertainment venues, community gathering spaces, and urban living opportunities.

Multifamily and Mixed-Use Objective Design Standards, Rancho Cordova, CA - TG+P worked with city staff, and elected officials, as well as the development and design community to craft the guidelines to provide the minimum objective standards that will assure that new multifamily and mixed-use development in the city embodies a high architectural and urban design standard, while also streamlining the approval process.

Village and Barrio Objective Design Standards Carlsbad, CA - TG+P collaborated with AVRP Studios to provide Objective Design Standards for future multifamily housing and mixed-use projects. A separate set of design standards and architectural styles were created specifically for the Village and Barrio, two of Carlsbad's oldest neighborhoods. Seven architectural styles were approved for specific subdistricts and building types in the Village and Barrio.

Foothill Boulevard/Route 66 Corridor Plan and Code, Rancho Cucamonga, CA - In collaboration with STP, TG+P prepared a vision plan and code update for the 6.5 mile Foothill Blvd. (Historic Route 66) Corridor, and worked with City staff to update mixed-use development standards for this area. Based on TG+P-generated building typologies and an STP-generated block structure, street and open space types, City staff can update their existing mixed-use development standards.

Livable Employment Area Special Planning Area Objective Design Standards, Elk Grove, CA - The SPA is set up as a modified form-based code to place greater emphasis on the character and function of development than what is typically provided in traditional zoning to create a more complete and vibrant community. TG+P accomplished this by producing standards for pedestrian spaces, requirements for building orientation, and Objective Design Standards for new buildings.

Westminster New Downtown, Westminster, CO - TG+P worked with the City to create a vision and framework for a new downtown to replace a demolished indoor shopping mall, located in the Denver-Boulder tech corridor. The redevelopment plan lays the fabric for an urban mixed-use neighborhood with 2,000 new homes, 21 acres of open space and over 1,000,000 SF of both office and retail space on a 105-acre site adjacent to a planned new station of Denver's RTD Train line.

Exposition Park Master Plan, Los Angeles, CA - TG+P led a multidisciplinary team of design and planning professionals in creation of a new Master Plan. Working with nine separate institutions, the goal of the Plan is to provide a unifying thread to tie together the spaces and the institutions, while adding green-space, reducing the dominance of the automobile, and providing a more joyful experience for visitors to the park and its various institutions.



Exposition Park



Foothill Blvd/Route 66



Downtown Westminster

CAPACITY

Between October 2024 and September 2025, TG+P operated at 73% utilization, and we anticipate, based on real projects in our backlog, availability of 49% of total capacity for the next 12 months. We regularly work across office locations and internal studios to ensure the success of projects, utilizing additional personnel as needed.

UNIQUELY QUALIFIED TEAM

Torti Gallas + Partners is a firm of architects AND urban designers. It means that not only do we understand the importance and implications of Objective Design Standards (ODS) on a community's 'sense of place,' we also understand the implications from a design and construction perspective of every standard that we consider. Not only have we written numerous sets of Objective Design Standards, for multiple California cities, ensuring compliance with state law while achieving local design goals. but we have also been on the other side of the table designing within the envelope of ODS crafted by others. We understand how to craft standards that respect South Pasadena's architectural legacy while accommodating contemporary needs.

We understand, and therefore can talk through, the pros and cons of every standard with Staff and Elected officials so that the final Standards have been adopted knowing full well the implications. Importantly, we've written ODS across the spectrum of urbanism, including small-scale urban locations like Carlsbad, Seaside and Santa Monica, suburbs that are filling-in or urbanizing like Diamond Bar's Town Center and Elk Grove's Livable Employment Area, and suburban areas that need to meet their RHNA requirements with new housing and mixed-use typologies, such as Rancho Cordova and the remainder of Diamond Bar. Coupled with our unmatched experience in multifamily and mixed-use building design (over ½ million housing units designed since our founding in 1953), it means we have a knowledge of housing types and architectural styles at our fingertips, bringing the appropriate densities, scales and building characters to bear. Our standards are visually clear, measurable, and accessible—reducing staff workload and minimizing applicant confusion.

Last, but certainly, not least, we believe in a transparent, iterative process that builds trust among staff, decision-makers, and the community.

TAB 5 - PROPOSED METHOD TO ACCOMPLISH THE WORK

Understanding of the Problem

South Pasadena is a community with a proud architectural heritage—ranging from its nationally significant Craftsman and Bungalow neighborhoods to Spanish Colonial Revival and other revival styles—yet is also facing the modern challenge of accommodating new housing in compliance with State law. The City's small-town character, tree-lined neighborhoods, and historic commercial core remain central to its identity, even as it adapts to state housing mandates, market pressures, and community expectations for design quality.

We understand that the City's goals for this project are to:

- Use an **open and inclusive public process** for drafting the Objective Design Standards
- Ensure that qualifying projects align with the community's expectations for maintaining **high quality architecture,** and **compatibility with the character of the surroundings,** including existing development, streetscape, architecture, and neighborhoods in South Pasadena.
- Provide **clear, measurable, and legally compliant objective standards** that streamline project review and reduce subjectivity.
- Ensure **compatibility** between new multifamily and mixed-use buildings and existing neighborhoods, with particular sensitivity to transitions.
- **Preserve the best qualities of the downtown,** while ensuring the standards are flexible enough to encourage high-quality, context-appropriate new development.
- Align the General Plan, Housing Element, DTSP, and zoning with **consistency and clarity.**
- Use **visual tools and plain language** so the standards are accessible to decision-makers, applicants, and community members.

The aim of the ODS is for the City to continue its tradition of careful planning and to implement its vision for high quality architecture in an objective manner.

NOTE ABOUT CEQA: THIS PROPOSAL DOES NOT INCLUDE ANY ENVIRONMENTAL DOCUMENTS REQUIRED BY CEQA BECAUSE:

a. **CEQA Guidelines § 15061(b)(3)** ("common sense exemption") because it can be seen with certainty there will be no possibility of a significant environmental effect from adopting these ODS.

b. **Class 8 exemption (CEQA § 15308)** as a regulatory action for the protection of the environment — because the ODS will promote walkability, reduce auto reliance/emissions, preserve aesthetics, and include open space requirements.

c. The adoption **will not constitute a "project"** under CEQA (i.e. it won't cause direct or indirect physical environmental change).

d. The ODS **will not change the underlying land use intensity or density** allowed under the General Plan. Instead, They will be administrative, clarifying procedures and definitions.

Project Approach

A. Methodology for preparing objective, measurable and enforceable design standards

The project will be led and managed by Torti Gallas + Partners' (TG+P) west coast office in Downtown Los Angeles. Neal I. Payton, FAIA, FCNU, will serve as the Principal-in-Charge and Project Manager consistent with TG+P's practice of having principals manage projects. Rogelio Huerta will serve as Associate Project Manager. This team will ensure responsiveness, while bringing in additional subject matter experts from TG+P as needed Our process follows a logical and transparent series of steps.

1. Meet regularly with staff.
2. Review existing regulatory environment and documents to understand how these standards fit into that context.
3. Tour the city and document existing patterns and typologies, such as building and frontage types; as well as architectural styles, dominant materials, and colors and the like.
4. Create and administer an online community survey
5. Meet with peer reviewers such as architects and developers
6. Regularly meet with the community as well as advisory and decision-making bodies for input. It has been our experience whenever efforts are made to 'streamline' the development review process, they need to be vetted with those that will be using them. To that end three sets of meetings are proposed: 1) Community workshops; 2) Peer review meetings; and 3) Meetings with the Architectural and Preservation Commission, the Planning Commission and ultimately the City Council.

7. Prepare multiple drafts of the Standards dealing with the following issues:

8. Submit for Review and Approval by the City Council

We understand that the process for arriving at these Standards must be inclusive and transparent, with outreach to community members, the Planning Commission, and local builders/designers to gather feedback and build support. As part of this process, key deliverables will be prepared, both for Staff review as well as for inclusion on the City's website and social media channels.

B. The process for evaluating South Pasadena's existing built environment and character.

As we tour the city, we will take notes and photos as we identify characteristics of the city and its various neighborhoods. We will create a visual inventory of exemplary developments, identified by staff and/or by our team, to inform the process and the eventual standards. Upon concluding all site visits and work sessions, our team will prepare an existing conditions memo that summarizes the conditions. After distribution of the existing conditions memo, our team will meet with the City staff in a work session to discuss the memo and any clarifications, outstanding questions and/ or data needs, and to review next steps. We will prepare photo boards documenting this analysis for review by staff, the Community, the APC and the PC. In particular, we will take note of:

- Site planning, open space, parking, landscaping and lighting
- Building types commonly in use
- Building Form, Massing and Setbacks
- Facade Design and Architectural Articulation
- Materials, Color and Detailing
- Street Frontage, access, and pedestrian Orientation
- Window styles for retail and other ground-level commercial conditions.
- Compatibility with adjacent developments and historic areas

C. Coordination with Staff

We propose regular bi-weekly Team meetings via Zoom (or similar) between key TG+P and the City staff. An agenda for each meeting will be issued at least one day in advance. At this time, we will:

- Review progress from the previous two weeks.
- Review outstanding issues for follow-up.
- Identify action items for the next two weeks.
- Identify issues or concerns that may impact schedule, or overall project objectives.

After each meeting, we will promptly issue minutes with a list of action items and responsible parties for each item. This work is covered in Task 1.5, below.

D. Strategies to ensure legal defensibility and consistency with adopted plans and policy documents.

Our strategy is two-fold. We map out existing policies and identify where those policies or regulations will likely intersect with these ODS, thereby flagging those areas, for inclusion in the Standards. We will also rely, in part, on our experience crafting Objective Design Standards for other municipalities. Having crafted such Standards, in other California cities such as Diamond Bar, Carlsbad, Elk Grove, and Rancho Cordova, we've had our work put through the legal mill and have had city attorneys scrutinize our wording over and over again. We've also had the work peer reviewed, and we've continually honed our efforts. We also expect the City of South Pasadena's land use attorney will provide an equal level of rigor in their review as we proceed. We understand that this standards must not leave room for discretion or interpretation, and if we are selected for this effort, the City of South Pasadena will benefit from this experience, not so much in the building forms, or details, that we codify (those must surely differ from city to city and region to region), but in the language used to inscribe the codification.

Scope of Work

TASK 1: PROJECT INITIATION AND MANAGEMENT

Task 1.1: Kick-off Meeting:

TG+P will meet with Staff in person, to confirm assumptions, establish an understanding of key issues, expectations, timelines, meetings, public workshops, collect data and electronic resources and determine the format and structure of the final document and interim deliverables.

Additional discussion points at the kick-off will include the identification of groups or individuals with whom we should meet. This could include locally prominent developers and architects and interested neighborhood groups.

Tangible Work Products: Meeting Agenda and Meeting Minutes

Task 1.2: City Tour:

Immediately following the Kick-off meeting, a windshield tour of the city to gain additional insight related to the character of the community and recently constructed/ entitled projects and paying attention to the areas that are most likely to receive new development.

Tangible Work Product: Report and Photos on City Tour

Task 1.3: Project Management and Meetings:

Collaboration with the City of South Pasadena begins on Day 1 and ends when the project is completed. It is regular, systematic, and on-going. At the kickoff meeting we will confirm methods for checking in with staff and create a regular schedule of meetings and Progress Reviews. Included in this Task are bi-weekly check-in meetings with Staff, to review progress, and report on work plan for the coming two weeks. These will be supplemented by meetings every six weeks with the Planning Commission subcommittee (up to five (4) meetings). A tracking matrix will be maintained to ensure all tasks are progressing and that updates in one area are coordinated with others.

Tangible Work Product: Meeting Agendas; Meeting Minutes; Monthly Progress reports and invoices

TASK 2: DATA GATHERING AND DOCUMENT REVIEW

Task 2.1: Review of Existing Regulatory Environment:

After the kick-off meeting, we will our review of the City's General Plan, Housing Element, Downtown Specific Plan, and Zoning and Subdivision Ordinance to identify regulatory inconsistencies and opportunities for alignment.

Tangible Work Product: Report on Review of Existing Regulatory Environment

Task 2.2: Analysis of Recent Projects:

By studying approved and pending development proposals—especially those that have been controversial or appealed—we will understand how current standards are applied and where conflicts or ambiguities exist.

Tangible Work Product: Report on Analysis of Recent Projects

Task 2.3: Site Analysis:

We will conduct targeted site visits, supported by a photographic inventory, to document neighborhood character, development patterns, and transitions. This visual analysis will take the form of field surveys standards to identify good/bad designs and most frequently used architectural styles in the City and beyond. We will create photo boards accompanied by narrative describing the style and the critical elements in that style, including a discussion of materials, windows, doorways, rooflines, color, ground floor conditions and projections. Among the characteristics we will look for and make note of are:

- Characteristic Building Types
- Characteristic Frontage Types
- Characteristic Public Space Conditions (including setbacks)
- Characteristic Architectural style(s)
- Characteristic Massing Conditions including height, length, building articulation
- Characteristic block sizes
- Characteristic materials and colors
- Characteristic parking and open space integration
- Characteristic transitions between neighborhoods

We have a track record of doing this and have systematized this analysis to allow an efficient collection and presentation of data, i.e., the characteristics of each zone.

Tangible Work Product: Field Survey and Documentation

Task 2.4: Discrepancy Memo and Vision Statement:

A concise memo will identify inconsistencies across guiding documents, while a Vision Statement will articulate the goals and guiding principles for the Objective Design Standards. Together, these deliverables will create a strong baseline for the standards.

Tangible Work Product: Discrepancy Memo



Craftsman Style used for multifamily structure is common throughout the west San Gabriel Valley.

TASK 3: COMMUNITY ENGAGEMENT AND OUTREACH

South Pasadena's residents are deeply invested in the City's future, and their perspectives must shape the standards. We will implement an inclusive, multi-phase outreach program designed to reach a broad cross-section of stakeholders, including homeowners, renters, housing advocates, developers, and those who do not typically participate in City processes. We will prepare a flexible engagement plan that blends in-person and virtual strategies.

We will outreach to various Stakeholders, including prominent residential developers and architects in the region as well as the Community at large to ascertain their comfort and familiarity with Objective Design Standards. All in all, two focus groups with meetings conducted virtually and three in person community meetings are proposed.

Communication objectives

- Clearly convey the purpose, need and scope of this project.
- Provide a variety of methods for stakeholders to provide input, including in person, online, orally and in writing.
- Create opportunities that will encourage traditionally underrepresented groups to provide input.
- Show the public how their input influenced decisions about design standards.

Messages

- Due to a shortage of housing in California, the state has streamlined the approval process for certain kinds of projects.
- This means cities have less control over how many new apartments and condos can be built, when and where.
- Creating Objective Design Standards for apartments, condos and mixed-use projects in the City is one way that new projects reflect the community's character to the greatest extent possible.

Audiences

The following groups are likely to be interested in or affected by the creation of Objective Design Standards:

External

- Residents interested in preserving the City's character
- Residents living near sites of future multifamily housing and mixed-use projects
- Stakeholders interested in following Housing Element progress
- Neighborhood associations
- Building Industry participants, such as developers, architects and the like

Task 3.1 Community Survey

We will create a community survey to receive public input early in the process, including design examples. This survey will be hosted on a web site.
Tangible Work Product: Survey Questions for City web site (for publication on City's website and social media channels)

Task 3.2: Phase 1 Introduction and Issue Identification

- Focus Group 1: Prominent Residential and Developers in the region to see where there are currently issues with approval related to market conditions and to test ideas about possible Standards to see if they meet the market.
- Focus Group 2: Prominent architects of multifamily housing in the region to assess similar questions.
- Community Meeting 1. Community members will be invited to their ideas and concerns, and we will share results from our survey. This will be advertised on the City's website and social media channels

Tangible Work Products: Preparation for and Minutes from each Focus meeting. Preparation for and Minutes from each Community Meeting PPTs available for inclusion on City website

Phase 3.3: Phase 2: Public Review of Draft Standards:

An interactive workshop sessions will present draft standards and invite feedback. A second meeting with the community to show how the standards are being put together in progress and invite feedback.

Phase 3.4 - Phase 3: Public Hearing Draft Standards:

A third meeting with the community to show Draft Final standards and invite additional feedback.

Task 3.5: Workshops with Planning Commission and City Council

Our scope includes four (4) meetings with the Planning Commission (PC) sub-committee and/or Council, including a kickoff Joint Session with the Planning Commission and City Council (in person attendance) and Attendance at two (2) final adoption public hearings- one (1) with the Planning Commission and one (1) City Council (in person).

Tangible Work Product: Preparation for and Minutes from each PC and/or City Council meetings

TASK 4 TECHNICAL REPORT WITH OPTIONS AND RECOMMENDATIONS

Building on the data and outreach, we will prepare a Technical Report that outlines potential zoning updates and objective standards.

Task 4.1: Options and Trade-Offs:

The report will present multiple approaches to standards, analyzing implications for feasibility, cost, design quality, and community acceptance.

Tangible Work Product: Objective Design Standards Technical Report and Zoning Consistency Recommendations Memo

4.2: Prototype Analysis:

Using four representative sites, we will illustrate how variations in standards (e.g., massing, setbacks, parking) affect building form and neighborhood compatibility. These visual prototypes will help stakeholders understand the real-world impacts of different choices.
Tangible Work Product: Prototype Analysis

TASK 5: PREPARATION OF DRAFT OBJECTIVE DESIGN STANDARDS AND ZONING UPDATES

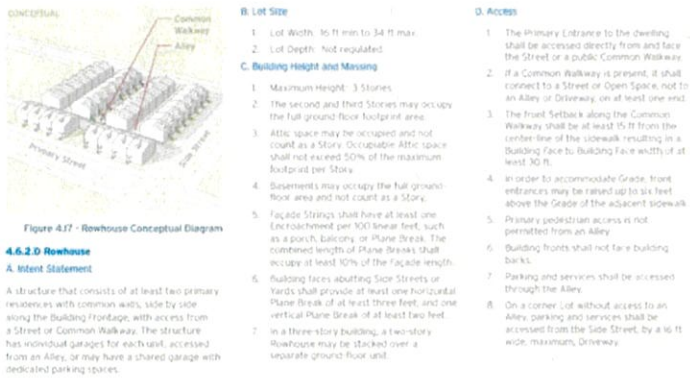
We believe that the Objective Design Standards should reflect the variety of building types and architectural styles appropriate for South Pasadena and that these Standards should address topics such as site planning, building massing and elements, building frontages, entrances, exterior materials, landscaping, utilitarian/mechanical elements of building design, etc. The draft standards will consist of Objective Design Standards applicable to multifamily and mixed-use development and standards applicable to specific typologies based on development types (such as walk-up apartment, townhome, apartment building, etc.), design type, lot size and configuration, or other organizing principal. It is our experience that up to seven (7) building types may be necessary and that these types need to be tested on prototypical sites to ensure the standards enable the intended development. Images and exhibits representing a suggested design topic or standard, many which will contain text callouts helping to illustrate the design intent, will be prepared.

Task 5.1 Identification of up to Six (6) Building Types with representative drawings and Images:

Using GIS information, our team will develop a base map for parcels likely to be developed or redeveloped that would be subject to these ODS. We will then identify the palette of Multifamily (MF) and Mixed-use (MU) locations in each area. For example, MF sites at transition sites to single family, might be different than sites in the Downtown area. This will help to identify a variety of MF building types that may be necessary and offer clues to building form, massing and approaches to parking and its configuration.

The MF building types will describe the physical characteristics and disposition of different types by context, such as midblock, corner, and edge conditions. This information will guide the preparation of detailed objective design and development standards. The palette will be layered onto an identified set of likely building types. We suggest that the booklet includes up to seven (7) different building types; each with and without ground floor commercial (where appropriate).

Typically, each building type will have a set of standards that describe a) the type itself (intent); b) building height and massing (including maximum length of facades); c) access; d) parking and service (including locations and screening); e) outdoor space, f) applicable frontage; g) landscape, and special considerations relative to mid-block, corner and edge conditions.



Over the course of our firm's 73-year history, we have designed over 550,000 residential units. We have even designed units for Claremont for the Village South Specific Plan area (though these await implementation). We have no shortage of designs and building type chassis that can be used as starting points for this assignment. But the key is not merely assigning one-model as the base-design while allowing for variation in height style, and the like. The key is providing the essential characteristics of the type allowing a certain amount of flexibility to meet the market and allow for architectural invention. Our experience will allow us to distill the essential ingredients of the type, and then to illustrate how it may vary according to these and other considerations.
An important part of this exercise is to identify to what extent the Building Type standards must be calibrated to each of the land use categories and density provisions within the South Pasadena Zoning Ordinance including all possible bonuses.

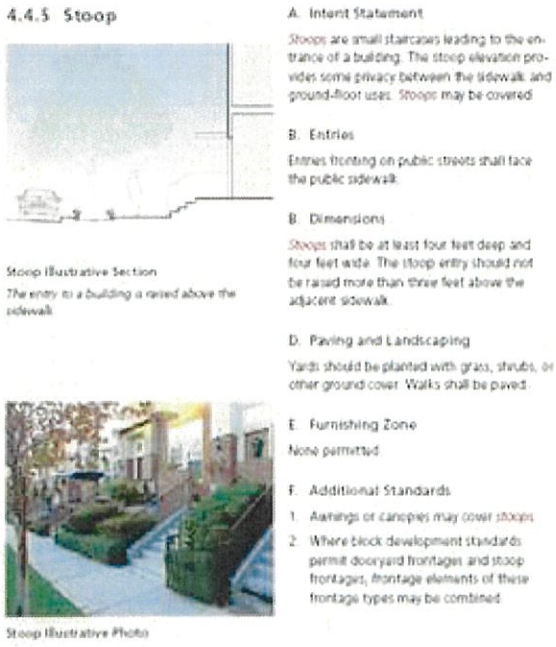
Tangible Work Product: Identification, description and characterization of seven building types

Task: 5.2: Identification of Frontage Types with representative drawings and images

We believe that a critically important compliment to the Building Type standards is a parallel set of Frontage Type standards. By identifying frontage types, one allows something of a mix-and-match to take place (for example,

four-story multifamily buildings might have retail at the ground floor, or stoops, a small courtyard, or some other variation. Each of the frontage types will describe the: a) intent, b) entry conditions, c) critical dimensions, paving and landscape conditions, as well as special conditions unique to that frontage type.

Tangible Work Product: Identification, description and characterization of frontage types



4.4.5 Stoop

Stoop Illustrative Section

The entry to a building is raised above the sidewalk

A. Intent Statement

Stoops are small staircases leading to the entrance of a building. The stoop elevation provides some privacy between the sidewalk and ground-floor uses. Stoops may be covered

B. Entries

Entries fronting on public streets shall face the public sidewalk

B. Dimensions

Stoops shall be at least four feet deep and four feet wide. The stoop entry should not be raised more than three feet above the adjacent sidewalk

D. Paving and Landscaping

Yards should be planted with grass, shrubs, or other ground cover. Walks shall be paved

E. Furnishing Zone

None permitted

F. Additional Standards

1. Awnings or canopies may cover stoops
2. Where block development standards permit dooryard frontages and stoop frontages, frontage elements of these frontage types may be combined

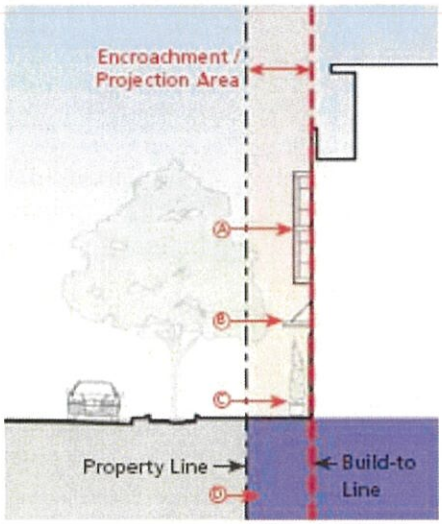
Stoop Illustrative Photo

Task 5.3 Site Planning, Articulation Standards and Open Space Standards

Standards in this section will address the composition of buildings as well as functional aspects of building, parking, and outdoor space design. The goal of this section will be to ensure that development is consistent with the goal of creating a human-scale environment in which each individual building furthers the overall vision.

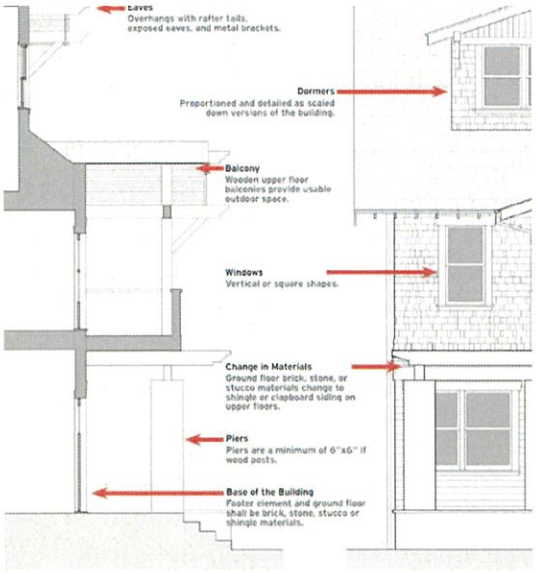
To these Standards we will add one more set of permutations, which might be thought of as accessories. For example, such things as encroachments (bay windows, balconies, canopies, stoops, awnings and the like) will be described, and additional guidelines presented for their possible inclusion in the proposed projects. Other elements, such as fences, hedges, and other enclosing elements as well consideration of such things as paseos, rooftop element and other accessories will also be included. The standards of this section will ensure that larger projects are designed to appear as carefully conceived groups of separate structures that, along with an attractive streetscape, contribute to the overall urban, pedestrian-friendly quality desired for South Pasadena.

Tangible Work Product: Site planning, Articulation and Open Space Standards



Task 5.4: Identification of Four (4) Styles

After our tour of the City, we will identify several likely style types for consideration by staff, ultimately arriving at up to four (4) architectural styles applicable to all building types. After input from staff, the Community, and the Planning Commission we will prepare an Architectural Styles chapter, which will describe the intent of the architectural standards, provide illustrations for each of the five architectural styles, and include checklists of materials and finishes, lighting standards, siding, rooflines, fenestrations, eaves, color, cornice lines, and balconies. The chapter will identify the required approach with



existing historic buildings, and architectural elements for multifamily buildings. Of note, some of these style selections may be specific to parts of the City, but not all. The majority of these styles will include variations both in materials, color and detail.

Tangible Work Product: Identification, description and characterization of four (4) styles. These will be included on the City's website.

Task 5.5: Prepare Administrative Draft Objective Design Standards

Once the styles have been developed, we will create a Standards document that will showcase each building type, frontage type and style type, with assemblages of various permutations. In effect we will be presenting a menu with the ability to select an item from each column of that menu. Not only will this provide sufficient descriptive detail of the objective elements included in each design allowing Staff and developers to easily interpret and implement the preapproved designs, but it will also allow enormous flexibility because of the mix-and-match manner in which these menus are presented. To these Standards we will add one more set of permutations, which might be thought of as accessories. For example, such things as encroachments (bay windows, balconies, canopies, stoops, awnings and the like) will be described, and additional guidelines presented for their possible inclusion in the proposed projects. Other elements, such as fences, hedges, and other enclosing elements as well consideration of such things as paseos, rooftop element and other accessories will also be included.

Upon assembly of the draft document, we will submit the document for review by Staff and at their discretion by the Planning Commission.

Tangible Work Product: Administrative Draft of the ODS

Task 5.6: Prepare Zoning Code Update

TG+P will prepare zoning code amendments to seamlessly connect the Zoning Code with the ODS. Drafts of said documents will be submitted to City Staff for review. Based on track-changes version of these documents from Staff, TG+ P will make any directed revisions and submit final versions to City Staff. Final documents will be provided to the City in InDesign and part of the Adobe Suite of products as well as MS Word.

TASK 6: FINAL DOCUMENTS AND ADOPTION.

Task 6.1: Prepare Public Hearing Draft:

After receiving comments from staff, the Community and the decision makers on the Administrative Draft we will make corrections as requested to create a Hearing Draft.

Tangible Work Product: Public Hearing Draft of the ODS. The Public Hearing Draft will be available for publication on the City's website.

Task 6.2: Standards Testing

We will apply the standards to prototypical sites to ensure feasibility and alignment with the City's housing goals.

Task 6.3: Public Hearings

In advance of each meeting with the Planning Commission and City Council, TG+P will prepare presentation materials as necessary. We will guide the Planning Commission and City Council through the document which will include a PowerPoint presentation highlighting how their concerns, questions and suggestions have been incorporated. Then we will respond to questions posed by Commission and/or Council members.

Tangible Work Products: Preparation for Public Hearings including PPT, as well as Attendance at Presentation at Hearings

TASK 7: POST APPROVAL ACTIVITIES

After adoption of final documents, we will work with staff on the following:

Task 7.1 Handout, Update applications

We will assist the Staff in developing an applicant handout, and update applications if needed, and provide content to update the City's website.

Tangible Work Products Applicant hand out, Updated applications, Updated content for website

Task 7.2 Checklist and Guidance Document

We will prepare a draft of administrative procedures and processes that streamline the development application and entitlement review process, including drafts of the application and review forms and checklists. Collaborating with city staff, our team will provide input on updated administrative procedures intended to facilitate the permitting process for project applicants. A clear and easy to understand process will also increase staff efficiency with the goal of reducing review time for multifamily and mixed-use residential housing projects.

Tangible Work Products: checklist and guide

Task 7.3 Staff training

To assist the city in clearly understanding the new standards and permitting process with an updated

methodology for project review based on the new standards, our team will lead two (2) training sessions to walk staff through the applicants and reviewers' forms and procedures. We will explain the processing and review roles and expectations for city staff and development applicants. All training materials will be recorded and will be available to the public.

Tangible Work Products: Training materials, sample project applications, and a PowerPoint to educate and train staff with an overview of the procedures and materials (graphic simulations) to process project applications.

TASK 8 (OPTIONAL): SINGLE FAMILY OBJECTIVE DESIGN STANDARDS:

If desired by the City of South Pasadena: We can include Single Family Standards including two story residences, additions and duplexes as an additional Service.

Conclusion

Through this project, South Pasadena has the opportunity to align state housing requirements with its enduring community values. By creating clear, defensible, and context-sensitive Objective Design Standards, we will help the City preserve its architectural heritage, streamline development review, and guide future growth in a way that reflects the community's vision.

Schedule: South Pasadena Objective Design Standards



Task		DURATION										
		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11
Task 1	**Project Initiation and Management**											
Task 1.1	Kickoff Meeting	D										
Task 1.2	City Tour	D										
Task 1.5	Monthly Coordination and Project Management											
Task 2	**Data Gathering**											
Task 2.1	Review of Existing Regulartory Environement	D										
Task 2.2	Analysis of Recent Precedents	D										
Task 2.3	Site Analysis	D										
Task 2.4	Discrepancy Memo and Vision Statement	D	D									
Task 3	**Community Engagement and Outreach**											
Task 3.1	Community Survey	D										
Task 3.2	Phase 1: Introduction and Issue Identification		D									
Task 3.3	Phase 2: Public Review of Draft Standards						D					
Task 3.4	Phase 3: Public Hearing Draft Standards:								D			
Task 3.5	Workshops with Planning Commission and City Council			D		D						
Task 4	**Technical Report with Options and Recommendations**											
Task 4.1	Options and Trade-Offs			D								
Task 4.2	Prototype Analysis			D								
Task 5	**Preparation of Objective Design Standards – Administrative Draft**											
Task 5.1	Identification of six (6) building types			D	D						D	
Task 5.2	Identification of frontage types with representative drawings and images				D	D						
Task 5.3	Site Planning and Articulation Standards				D	D						
Task 5.4	Identification of four (4) styles					D						
Task 5.5	Prepare Administrative Draft Objective Design Standards					D	D	D				
Task 5.6	Prepare Zoning Code Update							D	D			
Task 6	**Final Documents and Adoption**											
Task 6.1	Prepare Public Hearing Draft									D		
Task 6.2	Standards Testing								D			
Task 6.3	Public Hearings											
Task 7	**Post Approval Activities**											
Task 7.1	Handout, Update applications											D
Task7.2	Checklist and Guidance Document											D
Task 7.3	Staff Training											D
Task 8	**Single Family Guidelines (OPTIONAL)**	This option will be completed simultaneously, but spread this entire schedule out four (4) months										

TAB 6 - PROJECT BUDGET

Cost Summary: South Pasadena ODS

	Task	Cost
Task 1	**Project Initiation and Management**	$7,700
Task 1.1	Kickoff Meeting	$1,200
Task 1.2	City Tour	$1,500
Task 1.5	Monthly Coordination and Project Management	$5,000
Task 2	**Data Gathering**	$15,100
Task 2.1	Review of Existing Regulartory Environement	$3,000
Task 2.2	Analysis of Recent Precedents	$1,500
Task 2.3	Site Analysis	$8,000
Task 2.4	Discrepancy Memo and Vision Statement	$2,600
Task 3	**Community Engagement and Outreach**	$31,200
Task 3.1	Community Survey	$2,000
Task 3.2	Phase 1: Introduction and Issue Identification	$9,200
Task 3.3	Phase 2: Public Review of Draft Standards	$5,000
Task 3.4	Phase 3: Public Hearing Draft Standards:	$5,000
Task 3.5	Workshops with Planning Commission and City Council	$10,000
Task 4	**Technical Report with Options and Recommendations**	$12,000
Task 4.1	Options and Trade-Offs	$4,000
Task 4.2	Prototype Analysis	$8,000
Task 5	**Preparation of Objective Design Standards – Administrative Draft**	$61,800
Task 5.1	Identification of six (6) building types	$12,000
Task 5.2	Identification of frontage types with representative drawings and images	$11,000
Task 5.3	Site Planning and Articulation Standards	$10,000
Task 5.4	Identification of four (4) styles	$13,800
Task 5.5	Prepare Administrative Draft Objective Design Standards	$10,000
Task 5.6	Prepare Zoning Code Update	$5,000
Task 6	**Final Documents and Adoption**	$21,000
Task 6.1	Prepare Public Hearing Draft	$12,000
Task 6.2	Standards Testing	$4,000
Task 6.3	Public Hearings	$5,000
Task 7	**Post Approval Activities**	$13,000
Task 7.1	Handout, Update applications	$3,000
Task7.2	Checklist and Guidance Document	$4,000
Task 7.3	Staff Training	$6,000
	SUB-TOTAL	**$149,800**

	Direct Expenses	$200
	TOTAL	**$150,000**

Task 8	**Single Family Guidelines (OPTIONAL)**	$65,000
Task 8.1	Prepare Draft Guidelines	$40,000
Task 8.2	Prepare Final Guidelines	$17,500
Task 8.3	Meetings (2) with Cultual Heritage Commission	$4,000
Task 8.4	Staff Training	$3,500
	TOTAL (with Option)	**$215,000**

TG+P HOURLY RATES

Senior Principal	$275.00
Principal	$250.00
Associate Principal	$220.00
Director	$200.00
Senior Associate	$185.00
Associate	$165.00
Urban Designer	$110.00
Professional & Administrative Personnel	2 ½ times Direct Personnel Expense

Task 8 (OPTIONAL): Single Family ~~Objective Design Standards:~~ Design Guidelines

If desired by the City of South Pasadena: We ~~can~~ will substantially update ~~include~~ Single Family ~~Standards~~ Guidelines including two story residences, additions and duplexes as an Optional ~~additional~~ Service. These new guidelines will be web-friendly with hyperlinks and will take into account the latest code updates

The document will be organized into 3 main sections – 1) Non-Historic; 2) Historic and 3) Hillside. Within each section there will be guidelines for new homes as well as additions/alterations. We also imagine a section (which maybe stand-alone or incorporated into the three sections above) that deals with lot splits according to SB-9.

As part of this effort, we will include two workshops with the Cultural Heritage Commission.

Also, as part of this effort, we will provide a training session with staff on use of these Guidelines.

Conclusion

Through this project, South Pasadena has the opportunity to align state housing requirements with its enduring community values. By creating clear, defensible, and context-sensitive Objective Design Standards, we will help the City preserve its architectural heritage, streamline development review, and guide future growth in a way that reflects the community's vision.













TORTI
GALLAS +
PARTNERS

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

City of South Pasadena /Office of: People

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into as of December 17, 2025 by and between the City of South Pasadena, a California municipal corporation ("City"), and Office of: People ("Consultant").

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: Create a Pre-Approved Accessory Dwelling Unit (ADU) Plan Program.

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": Attached herein as Exhibit A.

3.2. "Agreement Administrator": The Agreement Administrator for this project is Erika Ramirez, Community Development Director. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit 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 Thousand Dollars ($100,000.00).

3.5. "Commencement Date": December 17, 2025.

3.6. "Termination Date": December 31, 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 16 ("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 expenditure 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. Elizabeth Timme 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. **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.

5.10. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or

transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.

6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit A. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit A. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the 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.
- Documentation of Best's rating is 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

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. Consultant has represented that no personal or employer automobiles will be used in providing the Scope of Services under this Agreement.

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. 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.

12.7. **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 insurance policies 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 coverage. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Office of the City Clerk, 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.

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
Todd Hileman, City Manager City of South Pasadena 1414 Mission Street South Pasadena, CA 91030 Phone: 626 403-7212	Elizabeth Timme, Co-Executive Director Office of: People 2658 Griffith Park Blvd. Suite 259 Los Angeles, CA 90039 Los Angeles, CA 90071

Fax: 626 403-7241

Telephone 323-382-4762
elizabeth@officeofoffice.com

With courtesy copy to:

Roxanne M. Diaz
South Pasadena City Attorney
Richards, Watson & Gershon
350 S. Grand Ave, 37th Floor
Los Angeles, CA 90071
Phone: 213-626-8484
Fax: 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 here from shall be effective and binding only if made in writing and executed on by City and Consultant.

17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.

17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

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

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

18. GENERAL PROVISIONS

18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.

18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.

18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.

18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places available to employees and applicants for employment, the provisions of this nondiscrimination clause.

18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

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

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

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

City of South Pasadena	Office Of: People
By:_____	By:_____
Todd Hileman, City Manager	Elizabeth Timme, Co-Executive Director

Attest:

By:_____
Mark Perez, Acting Chief City Clerk

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Exhibit A

October 2025

South Pasadena Accessory Dwelling Unit Pre-Approved Program

Submitted By:

Elizabeth Timme
Co-Executive Director
Office Of: Office
2658 Griffith Park Blvd
259
Los Angeles, CA 90039
323.382.4762
elizabeth@officeofoffice.co
officeofoffice.com

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COVER LETTER

City of South Pasadena
Community Development Department

October 3, 2025

RE: Pre-Approved Accessory Dwelling Unit (ADU) Plan Program RFP

Dear South Pasadena Community Development Department,

Office Of: People (OOP) is pleased to submit our response for **Project 2: Pre-Approved Accessory Dwelling Unit (ADU) Plan Program.** We are excited about the opportunity to provide residents in the City of South Pasadena with ADU plans that house neighbors, reflect architectural context, and help meet the 6th Cycle Housing Element goals. OOP is a minority and women-led urban planning and architecture organization that designs policy, projects, and programs for equitable city growth. Our team offers diverse expertise in architectural projects of varying scales and scopes, as well as extensive experience with community engagement, public policy, urban planning, and graphic design. Our multidisciplinary team has worked on multiple city-based ADU initiatives that include:

- Pre-approved ADU plans,
- Affordable ADU programs, and
- Garage conversion standard ADU plans.

It would be an honor to work collaboratively with the City of South Pasadena to design a Pre-Approved ADU Plan that meets the affordability, aesthetic, architectural, structural, and community needs of local residents. We are experienced ADU project managers, designers, architects, engineers, policy experts, and community-centered communicators. Using this expertise, we will build on our extensive work with similar cities to craft an ADU design that will resonate with internal and external stakeholders and ultimately increase the construction of housing units in South Pasadena.

Our proposal includes seven core Tasks that ensure a high-quality of design, clear community engagement materials and events, and comprehensive policy and ordinance review. We outline both our design approach as well as a structured communication plan for City staff, to ensure our finalized plans respond to the needs of South Pasadena. We will work efficiently, collaboratively, and transparently to realize the City's goal of increased housing production in the form of ADUs by September 2026.

Thank you for the opportunity to submit our proposal for your consideration.

Sincerely,

Elizabeth Timme, Co-Executive Director, Office Of: Office
2658 Griffith Park Blvd 259, Los Angeles, CA 90039
323.382.4762 | elizabeth@officeofoffice.com

STATEMENT OF EXPERIENCE

Office Of: People (OOP) is excited to bring our extensive experience developing Accessory Dwelling Unit (ADU) programs across Southern California to the creation of a **Pre-Approved ADU Plan Program** in the City of South Pasadena.

In an effort to increase housing options, a series of state laws have helped ease the land use restrictions on single-family properties to accommodate ADUs. We recognize that the permissibility of ADUs allows cities, like South Pasadena, with large amounts of single-family zoned lots and built out urban form, to capture development potential on existing residential lots. ADUs can serve as a more affordable option for renters or relieve housing pressures on multigenerational or overcrowded units. This development potential is coupled with a strong interest from single-family homeowners.These housing conditions reinforce the viability of ADUs as a key strategy to increase housing stock. However, homeowners interested in developing ADUs still face considerable challenges, particularly in the permitting process. By offering a pre-approved ADU design that has been approved by the Community Development Department, the City of South Pasadena will address a significant hurdle for homeowners looking to build an ADU. Pre-approved plans save homeowners time, money, and uncertainty in the ADU development process, increasing the likelihood that new housing units come online.

OOP has played an instrumental role in increasing the opportunity for ADU construction in Southern California. We supported the pilot construction of ADUs that informed policy in Los Angeles, the design of numerous standard plans, the creation of a program for building ADUs for Section 8 voucher-holders, and the design of pre-approved and garage conversion standard plans for the City of South Gate.

We believe in designing ADU programs that fit the unique urban context and reflect community needs. For our City of Los Angeles affordable ADU program, the Backyard Homes Project, we worked in partnership with homeowners, council offices, local officials, and city agencies through an eight-month long engagement process. The team utilized our design expertise to translate the complex processes of ADU development and policy into digestible visual collateral for residents. We reached more than 1,600 people in-person and worked with 15 city council districts, three community based development organizations, 18 neighborhood councils and many local grass-roots organizations, including real estate associations, homeless advocacy groups, and community-based organizations. We presented the Backyard Homes Project at public meetings, neighborhood councils and trade association gatherings. Within two months of opening the program to residents we received 200 applications with five final homeowners participating in the pilot program.

We have adapted this process for pre-approved and garage conversion standard plans. Recently, we worked with the City of South Gate to develop an ADU Program with a pre-approved ADU plan for new construction and three garage conversion standard plans that accommodate the most common garage typologies seen in the City. Our program creation included staff workshops to build internal capacity around ADU development, production of bilingual marketing and education materials, facilitation of bilingual community engagement events for the general public, and production of

pre-approved new construction and garage conversion standard plans for ADUs. We completed the program with a round of technical assistance implementing our garage conversion standard plans with a select group of homeowners.

We have also developed tested project management norms to provide timely, transparent, and effective communication with City partners. We assign each project a dedicated project manager to provide regular updates, develop meeting materials, and track project milestones. Our team is deeply familiar with the rigorous tracking, communication, and documentation required of city clients, and we strive to ensure our partners can easily engage and communicate with our team as we co-create housing programs.

With over a decade of experience, we are excited about the opportunity to support the Community Development Department in the creation and implementation of an ADU Program that includes:

- Multiple ADU plan sets reflecting common architectural styles in South Pasadena;
- An comprehensive and up to date analysis of ADU Ordinance compliance with state requirements;
- A bilingual and visually appealing suite of marketing and educational materials (including an ADU Guidebook) to ease community participation in ADU creation; and
- An analysis of California Environmental Quality Act (CEQA) and relevant statutory compliance to ensure program viability and ease implementation.

As practitioners, we intimately know the intricacies of creating pre-approved ADU plans that fit the architectural and geographical context of South Pasadena. Designs must be informed by existing housing stock, common site conditions, resident concerns, and the economic environment. Given our experience in Southern California with the creation of pre-designed ADU plans and programs, we will proactively anticipate known challenges while including design best practices in our work for South Pasadena. We pride ourselves on the ability to efficiently project manage, collaborate with and capacity-build city partners, and design practical, affordable, and aesthetically pleasing housing.

REFERENCES

The Office Of: People team has amassed a wide range of experiences working at the local level with public agencies throughout Southern California. We have worked on new construction, program development, and pre-approved and standard garage conversion plans for ADUs. Our experience partnering with government agencies at a similar size and scope is reflected in the following selected past projects, executed throughout Southern California. For each project, we highlight the client, length of time, reference, description, and key staff with their project responsibilities.

South Gate Pre-Approved & ADU Standard Plan Program

Client: City of South Gate

Project Term: 2022 - 2025

Client Project Manager: Sandra Varela Special Projects Coordinator for Community Development, City of South Gate, 323.563.9563, svarela@sogate.org

Project Description: Office Of: Office worked with the City of South Gate to establish a comprehensive ADU Education and Permit Assistance Program to support housing production in South Gate. By analyzing demographic and spatial data, we created prototypes for ADUs tailored to local lot sizes and income levels. We also implemented a marketing strategy and identified funding gaps and existing incentives. The program aims to streamline ADU development by reforming policy and improving operational processes. To socialize the programs, we launched a robust community engagement effort, including community tabling events, social media, and in-person workshops with homeowners over the summer of 2024. Nearly 200 residents signed up to receive information on ADUs and participate in educational sessions. At each event, staff created clear, concise materials in English and Spanish to communicate ADU context and introduce the new ADU Program. Drawing on our interdisciplinary strengths, materials included comprehensive diagrams and process maps to build residents' capacity to participate in ADU conversations and pursue development. These materials will all be available online. The final component of the program, currently underway, involves providing a small number of eligible South Gate homeowners with technical assistance to initiate a Garage Conversion ADU using the new standard plans. Throughout the process, we worked in collaboration with our partners, RNLA and Nous, South Gate staff from various departments, and residents to provide a comprehensive suite of services.

SCAG ADU Plan Prototypes

Client: Southern California Association of Governments

Project Term: 2022 - 2023

Client Project Manager: Jason Neville, Building Blocks, CEO, 323.842.4573

Project Description: Office of Office was engaged by our non-profit contractor partner RNLA (Restore Neighborhoods Los Angeles) to complete prototypes of ADUs for a Southern California Association of Governments (SCAG) Regional Early Action Planning (REAP) Subregional Partnership Program ADU Project in the cities of Pasadena, Santa Monica, and Laguna Beach. We identified which architectural forms and designs were relevant to develop for each city. This included research, gathered, and synthesized local architectural forms, styles, materials, and massings of backyard homes in each city which helped inform our design approach.Our designs integrated factors of: law - how code shapes architecture; economic forces - how development shapes architecture; social dynamics - how do people inform space; and environment - what does context lend to form. After we summarized and identified local typologies of ADUs, we proposed 5 new ADU prototypes for each city that responded to each's context and character.

ADU Standard Plan Program

Client: City of Los Angeles

Project Term: 2020 - 2021

Client Project Manager: Christopher Hawthrone, Chief Design Officer, City of Los Angeles, 213.978.8024, christopher.hawthorne@lacity.org

Project Description: In partnership with the Mayor's Office of the City of Los Angeles, an initiative administered by the Los Angeles Department of Building and Safety (LADBS) was created to offer builders and homeowners pre-approved ADU building plans to allow for a less expensive and faster permitting process. We were invited to participate in the pilot program to produce permit-ready drawing sets in addition to a series of renderings which were highlighted in the LA Times, Dwell Magazine, Metropolis, and numerous other media outlets. We developed guidelines that focused on prioritizing a high level of design around affordability and contextuality.

Backyard Homes Program

Client: City of Los Angeles

Project Term: 2018 - 2022

Client Project Manager: Tom De Simone, President & CEO, Genesis LA, 213.533.8900, tdesimone@genesisla.org

Project Description: The Backyard Homes Project is a City of Los Angeles based affordable housing initiative that helps homeowners build a new affordable rental ADU in their backyard. The program, initiated by LA Más and now led by Office Of: Office, was developed to explore ADUs as an affordable housing option. The goal was to promote stability for housing insecure tenants, while supporting homeowners in earning reliable income from their new rental unit. Launched in 2018, this program offered a one-stop-shop to support homeowners with technical assistance, including financing, design, permitting, construction, and tenant matching. Other program offerings include free landlord education and project management. Participants that have received this

support are committed to renting to a Section 8 voucher holder for a minimum of 5 years. The program offered a suite of prototype ADUs in three different styles for homeowners to select from that could reflect the context of their community, or their personal culture; each design prioritized architectural details, space efficiency, and affordable construction, which helped save the homeowner time and cost in the design and permitting phase.

ADU Design & Construction Project

Client: City of Los Angeles: The Mayor of the City of Los Angeles

Project Term: 2017- 2019

Client Project Manager: Amanda Daflos, Executive Director, Bloomberg Innovation Team, 303.819.7232, amandadaflos@yahoo.com

Project Description: In partnership with the Bloomberg Innovation Team, the Mayor's Office of Los Angeles, and Council District 1, we launched an ADU Pilot Project in tandem with the newly passed 2017 ADU Policy to demonstrate that average homeowners can build a thoughtfully-designed home in their backyard under this exploratory law change. We lead the design and construction of a two-story, two-bedroom, 1,200 sq ft ADU completed in the historic Highland Park neighborhood in Northeast LA. The project demonstrated that ADUs could be affordably built, contextual in their design, and shape future ADU policy. We identified barriers to construction and permitting for the Mayor's office to suggest policy changes that would eliminate roadblocks to ADU development. Our team successfully lobbied for amendments to the planning and permitting process, which the LA City Planning Department adopted.

PROJECT TEAM

As an interdisciplinary team, OOP prides itself on a collaborative staff culture with designers, architects, planners, and policy experts regularly working together on programs in the built environment. Staff members have extensive experience designing and implementing programs that ensure our ability to produce pre approved plans that are founded in industry-wide best practices. Every member of our team has extensive experience in community-sensitive program development and policy-focused public engagement. To demonstrate how the OOP team meet the qualifications set forth by the proposal, the resumes for key staff members are included in the following pages.

Additionally, OOP has an extensive network of partners that we collaborate with on ADU Program development including, **Nous Engineering,** a structural engineering firm that brings sensible solutions to complex or otherwise unique structures. For over half a decade, Office Of: Office and Nous Engineering have built a deep and collaborative partnership to deliver context specific and affordable ADU plans. We have not formally included them in our proposal as subcontractors, but we have included a budget line item for structural plans.

For this contract, the team structure and staffing is described below with roles, descriptions, and weekly availability. Resumes are included for core staff members.



Project Manager

Olivia Arena, Associate Urban Planner
Availability: 30% weekly
Description: As Project Manager, Olivia will coordinate between the Project Team and the City to ensure the City has a clear and comprehensive understanding of project progress. Olivia will manage the day-to-day requirements of any contract, including capturing staff time, ensuring progress toward deliverables, and taking the lead on content production. She will also serve as the primary point of contact for all project-related communications, including with partners and subcontractors. Olivia will organize and run ongoing communications with city staff, and she will regularly report out on project progress and proactively address any issues that may arise. She will work closely with the Principal to ensure that the client and team reach project milestones. She will also handle invoicing.

Design Director

Elizabeth Timme, Executive Director
Availability: 20% weekly
Description: As lead designer, Elizabeth will provide design direction on conceptual design options for ADUs, plan sets, and construction documents. She will guide the design team in the visualization and execution of ADU plans and supportive materials. She will also provide feedback throughout the design process based on years of executing ADU projects.

Project Architecture & Design Management

Drew Lords, Senior Architect
Availability: 10% weekly
Description: A licensed Architect in the state of California, Andrew will lead our Architectural efforts including typical architectural services, from pre-design to construction documentation and agency review.

Designer

Daniela Vargas, Designer
Availability: 30% weekly
Description: Daniela will work closely with the Design Director and Architect to support the design vision through the evaluation of zoning regulations and constraints, illustration of conceptual design options, and production of detailed architectural plans sets and construction documents.

Project Role: Project Manager

Olivia Arena, *Associate Urban Planner*
Olivia Arena brings expertise in community engagement, policy research, and urban planning to her work at the local level. She worked on social and economic research in communities across the country during her four years with the Metropolitan Housing and Communities Policy Center at the Urban Institute. Olivia recently received her Master of Urban and Regional Planning with a concentration in Design & Development from the University of California, Los Angeles. In her role as Urban Planning Associate, she supports equitable development research along the Los Angeles River, coordinates ADU work with the City of South Gate, and leads two projects on increasing Latino homeownership.

Education

2023	**University of California, Los Angeles**, Los Angeles, CA Master of Regional and Urban Planning, Concentration in Design & Development
2016	**University of Texas at Austin,** Austin, TX Bachelor of Arts: International Relations & Global Studies, Urban Studies, Plan II

Accreditations & Leadership

2022	Urban Humanities Initiative Graduate Certificate, UCLA

Professional Experience

2023 - current	**Office Of**, Los Angeles, CA *Urban Planning Associate*
2023 - current	**UCLA Institute of the Environment and Sustainability**, Los Angeles, CA *Graduate Student Researcher for Jon Christensen*
2022 - 2023	**Los Angeles Department of Transportation**, Los Angeles, CA *Student Professional Worker, Project Coordination & Evaluation*
2021 - 2022	**Strategic Actions for a Just Economy (SAJE)**, Los Angeles, CA *Outreach and Education Intern*
2020 - 2021	**National Low Income Housing Coalition (NLIHC)**, Washington, DC *Housing Advocacy Organizer*
2016 - 2020	**Urban Institute**, Washington, DC *Research Assistant/Analyst, Metropolitan Housing & Communities Policy Center*

Project Role: Design Director

Elizabeth Timme, *Executive Director*
Elizabeth, co-founder of Office Of, is a third generation architect born in Texas and raised in Los Angeles. Elizabeth has been named an Emerging Voice by the Architecture League, Women of the Year by Los Angeles Magazine, Curbed's Young Gun of the Year, Next City Vanguard 2019 (recipient of the Vanguard Big Idea Challenge,) and Exhibit Columbus Washington Street Civic Leader. She is currently an adjunct teacher at Cal Poly Pomona and has taught at Woodbury and Harvard Universities. When not on juries or teaching Elizabeth writes in journals and publications like Manifest Journal, Log 48, and Tabula Plena. Previously, Elizabeth co-founded and co-directed LA-Más, a community development non-profit, where she led numerous projects and initiatives.

Education

2010	**Harvard University**, Cambridge, MA M. Architecture II
2005	**University of Southern California**, Los Angeles, CA B. Architecture

Accreditations & Leadership

2024 - Current	Board Member, Los Angeles Forum for Architecture & Urban Design
2022 - Current	Fellow, MICD Just City Advisor
2022 - 2023	SCAG Los Angeles County Housing Policy Leadership Academy
2019 - 2020	Fellow, Next City's Vanguard
2013 - 2020	Committee Member, Re:Code LA / Zoning Advisory

Professional Experience

2021 - Current	**Office Of**, Los Angeles, CA *Co-Founder, Executive Director*
2012 - 2022	**LA-Más**, Los Angeles, CA *Co-Founder, Co-Executive Director*
2009 - 2012	**MASS Design Group**, Cambridge, MA *Head of US Operations*

Project Role: Project Architecture & Design Management

Andrew Lords, *Senior Architect*
Andrew is a registered architect and educator, born, raised, and currently practicing in Los Angeles. He is an Adjunct Professor at Cal Poly Pomona where he teaches design studios. Andrew's professional work includes significant experience with adaptive reuse of historic and other existing buildings, while his educational concentration was in urban design and housing strategies. His current academic research centers around architectures of alternative housing tenure arrangements, a topic he explored as the '21 recipient of the Cavin Family Traveling Fellowship.

Education

2017 **Architectural Association School of Architecture**, London, UK
Housing and Urbanism (dist.), M.Architecture II

2013 **Cal Poly Pomona**, Pomona, California
B. Architecture

Accreditations & Leadership

Registered Architect, California

2019-Current CalPoly Pomona School of Architecture, Adjunct Professor

Professional Experience

2023 - current **Office Of**, Los Angeles, CA
Senior Architect

2022 - 2023 **Social Works**, Los Angeles, CA
Project Lead

2017 - 2022 **Omgivning Architects**, Los Angeles, CA
Project Lead

2017 **S333 Architecture and Urbanism**, London, UK
Architectural Assistant

2012 - 2015 **The Jerde Partnership**, Los Angeles, CA
Architectural Designer

Project Role: Designer

Daniela Vargas, *Designer*
Born and raised in Southern California, Daniela Vargas is a recent graduate from Cal Poly Pomona, where she received a Bachelor's degree in Architecture. During her time there, she developed a strong interest in residential design and policy and community-engaged design practices. Professionally, Daniela has expanded on her interests and has actively participated in a diverse range of projects that encompass various design scales and types. Notably, she has collaborated with housing experts and urban planners to rethink housing policies and programs. As a fellow at the Association for Community Design, Daniela is dedicated to further enhancing her knowledge and skills in community-informed design.

Education

2022	**Cal Poly Pomona**, Pomona, CA B. Architecture

Accreditations & Leadership

2023	Association for Community Design, Fellow
2021	The National Organization of Minority Architects, Project Pipeline Volunteer

Professional Experience

2023 - current	**Office Of**, Los Angeles, CA *Designer*
2020 - 2022	**La Más**, Los Angeles, CA *Design Fellow*

PROPOSED METHOD TO ACCOMPLISH THE WORK

In order to accomplish the four project components outlined by the City, our Work Proposal includes **seven Tasks** that span the nine-month term of this project and culminate in a suite of pre-approved ADU plans to be accessible to South Pasadena residents. These **Tasks (1-7)** are described below with schedules, milestones, and deliverables that culminate in the development of three ADU plan sets, analysis of the current Ordinance for compliance with state housing law and CEQA, the creation of a suite of engaging community education materials to be hosted online, and the socialization of the ADU Program at relevant community engagement events.

Our goal is to build a comprehensive one-stop-shop ADU Pre-Approved Plan Program that homeowners can easily navigate to increase the construction of contextually designed ADUs throughout the community, including:

- Multiple ADU plan sets reflecting common architectural styles in South Pasadena;
- A comprehensive and up to date analysis of ADU Ordinance compliance with state requirements;
- A bilingual and visually appealing suite of marketing and educational materials (including an ADU Guidebook) to ease community participation in ADU creation; and
- An analysis of California Environmental Quality Act (CEQA) and relevant statutory compliance to ensure program viability and ease implementation.

The proposed scope of work will be conducted within a nine-month project schedule from kick-off. Below we have included a schedule of project work beginning with a project kick-off in Month 1. We identify meetings with City staff and key stakeholders (Milestone Meetings) and community engagement opportunities (Community Meetings). The project schedule on the next page is accompanied by a thorough written **Work Proposal**, which includes project milestones, deliverables, and meetings with City Staff. Our Work Proposal, based on the Scope of Work outlined in the RFP, is informed by our extensive experience with ADUs in the Los Angeles area. As ADU experts, we know the importance of setting clear expectations, transparent communication, and delivery of work that responds to the unique needs of our client cities. We begin each project by establishing a clear understanding of our client's goals, priorities, and specific requests for deliverables. Through our iterative process we will evaluate and amend any work processes that are not best serving the stated goals of the project.

	Scope of Work	Month 1		2		3		4		5		6		7		8		9	
Task 1. Project Management and Coordination	Ongoing meetings with City Staff throughout the duration of the contract																		
	Project Administration																		
	Regular written reports delivered via email to update staff on progress and administrative needs																		
	Completion of a City Tour			City Tour															
	Five facilitated Milestone Meetings with the larger decision-making body (MM)	MM #1						MM #2					MM #3				MM #4		MM #5
Task 2. Data Gathering and Document Research and Review	Document, project, regional ADU program review for Zoning/Design Guideline Memo																		
	Identification of Guiding Concepts for ADU Plan Design and outline for ADU Guidebook and suite of supporting materials																		
	Recommendation of 3 ADU Sizes and Configurations presented at MM #2							MM #2											
Task 3. Community Engagement and Outreach Plan	Development of a Community Engagement and Outreach Plan																		
	Creation of outreach materials , visualization materials presented at MM #3 and refined												MM #3						
	Attendance and presentation at four community meetings, four study sessions, and three public hearings, as specified above (CM)											CM #1	CM #2	CM #3	CM #4				
Preparation of Pre-Approved ADU Plans	Preparation of Pre-Approved ADU Plans																		
	Completion of Pre-Approved Plan Sets to be presented to City Staff in Milestone Meeting # 3												MM #3						
Task 5. ADU Ordinance Review	Review of ADU Ordinance																		
	Completion of redlined Ordinance with in-text edits and comments to be presented to City Staff in Milestone Meeting # 3												MM #3						
Task 6. ADU Guidebook and Brochure(s)	Completion of ADU educational materials (Guidebook, brochure, and web plan)																		
	Presentation to City Staff in Milestone Meeting # 4																MM #4		
Task 7. ADU Process Review	Produce ADU application, coversheet and checklist																		
	Review and recommended changes to Internal policy and procedure																		
	Preparation of in-person staff training and recording at Milestone Meeting # 4																MM #4		
	Project Closeout Meeting and finalization of materials																		MM #5

Task 1. Project Management and Coordination

We recognize the importance of clear, regular, and non-burdensome communication between the OOP team and City staff. In **Task 1**, which will be ongoing throughout the contract, we identify norms for Internal Project Management and External Coordination with City Staff. We recognize that the style, cadence, and content of these communications can change based on project needs and specific communication preferences.

- **Schedule:** Ongoing
- **Milestones:** Five (5) Milestone Meetings with Planning Commission subcommittee and City staff
- **Deliverables:**
    - Completion of a City Tour
    - Ongoing meetings with City Staff throughout the duration of the contract
    - Regular written reports delivered via email to update staff on progress and administrative needs
    - Five facilitated meetings with the larger decision-making body

Internal Project Management

Our projects are led by our experienced Project Manager who oversees the implementation of projects in accordance with stated deadlines, with feedback from clients, and with a keen sense of resource management. Our Project Manager has extensive experience working with local city agencies and will serve as the key point of contact between Office Of: People and our regular subconsultants with the City of South Pasadena. With a single designated point person, we ensure a high level of quality control, proactive communication, and diligent attention to project deliverables. As a collaborative and interdisciplinary team, we recognize the importance of quality control processes and platforms. We use the Google Suite to ensure consistency, version control, and accessibility when we collaborate with internal and external partners. We use tools such as Miro and Google Slides to share and interact with graphic information.

Olivia Arena, Associate Urban Planner, will be the Project Manager. Olivia received her master's in Urban and Regional Planning with a concentration in Design & Development from the University of California, Los Angeles. There, she conducted research on approaches to increasing affordable housing production in California through analysis of Certified 6th Cycle Housing Elements. Olivia currently manages multiple planning projects across the office, including the design and launch of an ADU Program for the City of South Gate. She leverages her background in research to manage two UnidosUS grants on Latino homeownership, including how ADUs can turn into homeownership opportunities. She has extensive experience reporting to local governments as clients, including the cities of South Gate and Long Beach. Across projects, she has experience managing timelines, drafting external communications, and synthesizing project information into digestible reports for clients.

Coordination with City Staff

This task is applicable throughout the project and covers communication and coordination between OOP and any sub-consultants, the Planning Commission subcommittee and City staff. We understand the importance of proper communication to ensure that the sharing of ideas and information is clear and consistent with crucial stakeholders. We also recognize the value of staff time and want to set deliberate opportunities for engagement. We propose a Milestone Meeting with the Planning Commission subcommittee at each major milestone as outlined below and in the project schedule for a total of five (5) meetings over the course of the project. We will establish an ongoing meeting cadence with Community Development staff/point person to ensure timely feedback and open communication on project progress.

- **Milestone Meeting # 1 - Kick-off Meeting:** Following the initial review of existing data, meet with the Planning Commission subcommittee and City staff, in person to establish a mutual understanding of the key issues, discuss expectations, and lay out project milestones, meeting times, public workshops, and deliverables.
- **Milestone Meeting # 2 - Preliminary ADU Program and Plan Design Presentation:** Presentation of program structure, supporting materials, plan design for feedback from the Planning Commission subcommittee/ Community Development Department Staff
- **Milestone Meeting # 3** - **Finalization of Program Materials for Launch**: Review of finalized ADU Plan Set, Educational Materials, and Ordinance Review with Planning Commission subcommittee/Community Development Department Staff
- **Milestone Meeting # 4 - ADU Policy Review and Staff Training:** Present recommendations for changes to the ADU Policy and conduct preliminary in-person training. Present ADU Guidebook and web materials.
- **Milestone Meeting #5 - Project Closeout:** Review the Program Launch and finalize materials for program sustainability.

These meetings will be an opportunity for the South Pasadena Planning Commission subcommittee and Community Development Department Staff to weigh in on the project process and for the Project Team to receive feedback from City stakeholders. We will document and incorporate stakeholder input from these conversations. At the beginning of the project we propose a project kick-off meeting (**Milestone Meetings #1**) with the larger group of City Staff and the project team to review the project goals, timeline, and work plan. We will dedicate the second half of this meeting to a Working Session to discuss city-specific ADU trends based on initial existing data review.

Following this meeting, OOP will conduct an in-person city tour to gain additional insight related to community character and recent development projects. This tour will identify existing design typologies, architectural characteristics in housing units, and common

elements of single-family lots. The tour will be an integral part of the data collection and analysis process, and OOP will present trends and design implications at subsequent meetings.

Meetings #2 and #3 will be opportunities to review design progress and program development. **Meeting #4** will be an opportunity to discuss process changes with staff and conduct staff training to be recorded for the future. Finally, **Meeting #5** will serve as a bookend for the project and a final opportunity for the Project Team to provide the Planning Commission subcommittee/ Community Development Department Staff with guidance to support a robust ADU program. Between meetings, the team will be available to provide updates, answer questions, or discuss design decisions with a project point person within the Community Development Department Staff.

The OOP team will act as design, policy, and program development consultants tasked with creating a Pre-Approved ADU Program that resonates with the City of South Pasadena. Our responsibilities encompass:

- Providing professional design services to develop an ADU Plan that aligns with the project goals and objectives outlined by City Staff.
- Understanding and adhering to relevant zoning regulations and building codes pertaining to ADU development in the City of South Pasadena.
- Maintaining open communication channels on project updates to City Staff.
- Overseeing and managing our architectural design and engineering teams to ensure the successful execution of the scope of work.
- Addressing revisions to all materials throughout the permitting process.
- Organizing and facilitating Milestone Meetings with City Staff to review project milestones, receive feedback, and address any concerns or questions.

We view City Staff as vital collaborators, offering crucial context and information relevant to the development of this project. Below, we've outlined the specific roles and responsibilities of City Staff to ensure for a successful completed project:

- Share project goals, objectives, and a point of contact at the City level.
- Attend Milestone Meetings to review project progress and issue feedback.
- Share city-specific insights into current ADU development, including regulatory frameworks impacting ADU production and associated permitting processes.
- Provide feedback on the design materials produced by our team to ensure alignment with project goals.
- Initiate the permitting process when indicated.

Task 2. Data Gathering and Document Research and Review

OOP has a ten year history of partnering on ADU projects and programs. We possess the organizational capacity and deep expertise to develop and complete a pre-approved ADU plan set and construction documents for an ADU prototype that prioritizes contextual architectural details, affordable construction, and design excellence. In this task we will gather data, conduct comprehensive document research and review, and develop guiding concepts for the ADU plan. The guiding concepts will establish design

criteria for the ADU Plans including, layout, size, height, architectural style, and sustainability features for three different plan sets reflecting varying options for style and square footage of ADU units. Document review and comparative analysis of regional ADU Programs will create the foundation for community engagement materials, including the ADU Guidebook, to ensure community uptake of pre-approved plans.

- **Schedule:** 2 months
- **Milestones:** Completion of document review, current project review, and comparative analysis of regional ADU programs to be presented to City Staff in **Milestone Meeting # 2**
- **Deliverables:**
    - Zoning/Design Guideline Memo informed by document, project, regional ADU program review, and architectural styles common throughout South Pasadena
    - Outline for ADU Guidebook and suite of supporting materials
    - Recommendation of 3 ADU sizes and bedroom/bathroom combination

OOP will conduct extensive background research to gain an understanding of community priorities, the City's current ADU Ordinance, ADU materials and applications, regional context, and recent ADU projects.

Production of Zoning/Design Guideline Memo

The primary aim of this task is to analyze current ADU development and understand the regulatory frameworks that impact ADU production and opportunities to increase housing production through ADUs in South Pasadena. To achieve this objective, we will conduct a comprehensive review of existing zoning codes and permitting procedures, community priorities, the City's current ADU Ordinance, ADU materials and applications, regional efforts, and current and recent ADU projects. We will work with City Staff to evaluate ADU trends, challenges, opportunities, and planning/permitting timeframes at our project kick-off meeting (**Milestone Meeting #1**).

As part of this research process, our team will conduct:

- **Document Review:** Assess the City's existing ADU materials and applications, development standards and regulations, and permit procedures, including but not limited to the South Pasadena Municipal Code Zoning, ADU Brochure, ADU Design Guidelines for Historic Properties, City Design Guidelines.

- **Current Project Review:** Review representative sets of ADU project plans under review to understand how development standards are currently being interpreted and applied during the present permit review process. OOP would meet with the Planning Commission subcommittee and City staff to discuss challenges and opportunities during **Milestone Meeting #1.**

- **Review Regional ADU programs:** Review current regional ADU programs for best practices to integrate into a new Pre-Approved ADU Plan and incorporate into relevant zoning/design guidelines.

This research would inform the Zoning/Design Guideline Memo identifying opportunities and challenges in existing ADU codes, contextualizing best practices from similar regional cities, and recommending potential opportunities to revise zoning code.

Identification of Guiding Concepts for ADU Plan Design

In addition to the development of a Zoning/Design Guideline Memo, we will also produce an initial set of Guiding Concepts for ADU Plan Design. Our designers will evaluate the information presented in the kick-off meeting, existing documents, and the city tour to identify common architectural styles across the City of South Pasadena. They will also review existing policies, common applications, and community feedback to ensure design typologies are in alignment with city-specific regulatory frameworks. These two components: common design styles and regulatory requirements will help the team identify guiding concepts that can shape our ADU Pre-Approved Plan design. Drawing from our past experience in developing pre-approved plans and advising cities on the pre-approval process, we are well-equipped to deliver an expeditious, comprehensive solution that meets all regulatory requirements. From our work with numerous cities we are able to plan for and solve regulatory roadblocks, permitting challenges, as well as propose areas for comfortably streaming review processes.

Recommendation of 3 ADU Sizes and Configurations

Based on the analysis conducted for the Zoning/Design Guideline Memo and the Guiding Concepts for ADU Plan Design, we will propose a recommendation of three (3) ADU sizes and bedroom/bathroom combinations that fit existing architectural styles, typologies, and zoning conditions. For the City of South Gate Garage Conversion Standard Plans, we analyzed existing applications for conversion ADUs to understand the most common garage configurations and design three potential standard plans to accommodate the greatest number of homeowners. We created three potential standard plans of varying square footage, bathroom/bedroom combinations, and additional space. We also created a set of four (4) potential pre-approved plans for the City to select from; each plan set catered to a unique architectural style found in South Gate. The final designs were selected after meetings with City Staff to ensure that they fit the needs and goals of the department. We will conduct a similar process for South Pasadena. We will share the guiding concepts, initial ADU plan designs, and outlines for ADU Guidebooks and materials at **Milestone Meeting #2** for City Staff feedback.

Task 3. Community Engagement and Outreach Plan

Community Engagement and Outreach is core to any OOP Program. We recognize that each city has a unique history, set of needs, and fabric of communities. Community planning and design should ensure that these distinct characteristics are represented in the city's physical form. In our experience, place-based efforts, capacity-building, and fostering trust between local government and residents are more successful when there is significant knowledge of the community. This type of vigorous groundwork is common

across OOP project work, and we have experience gathering and synthesizing information from various sources. This background research allows us to design outreach strategies grounded in community context that do not overburden community members and build on past efforts.

- **Schedule:** 6 months (concurrent with other tasks)
- **Milestones:** creation of a Community Engagement and Outreach Plan, Hosting or attendance at four community events, four study sessions, and three public hearings, creation of outreach materials. These materials will be approved at **Milestone Meeting #3.**
- **Deliverables:**
    - Community Engagement and Outreach Plan
    - Outreach Materials
    - Attendance and presentation at four community meetings, four study sessions, and three public hearings, as specified above
    - PowerPoint Presentations and visual materials, as needed
    - Meeting notes

Development of a Community Engagement and Outreach Plan

We will develop a Community Engagement and Outreach Plan that includes multiple activities meant to reach a variety of stakeholders in the community. We often begin compiling lists of relevant organizations, stakeholders, or community leaders to ensure we connect with or invite to engagement events. We see these organizations as program liaisons to connect with their trusted constituents or community members. These groups may include neighborhood councils, HOAs, community-based organizations, realtors, tenants groups, or housing advocates. We often hold community meetings at public spaces, including libraries or city buildings to ensure accessibility to the public. We have experience conducting workshops in-person and online to ensure accessibility. We also regularly present materials in English and Spanish with clear diagrams and attention-grabbing graphics.

Experience with Outreach Implementation

We bring a deep understanding of California planning and are adept at translating these complex requirements into clear materials for public outreach and engagement. We tailor our outreach to fit specific project needs. For our Backyard Homes Project, our City of Los Angeles affordable ADU program, was created in partnership with homeowners, council offices, local officials, and city agencies after an eight-month long engagement process. The team utilized our design expertise to translate the complex processes of ADU development and policy into digestible visual collateral for residents. We reached more than 1,600 people in-person and worked with 15 city council districts, three community based development organizations, 18 neighborhood councils and many local grass-roots organizations, including real estate associations, homeless advocacy groups, and community-based organizations. We presented the Backyard Homes Project at public meetings, neighborhood councils and trade association gatherings. Within two months of opening the program to residents we received 200

applications with five final homeowners participating in the pilot program. We plan to do the same in the City of South Pasadena. We will attend as needed,

- Meetings with Planning Commission subcommittee and City staff.
- Attendance at four (4) Study Sessions with Committees, Commissions, and/or Council, including a kickoff Joint Session with the Planning Commission and City Council (in person attendance).
- Attendance at two final adoption public hearings- one (1) with the Planning Commission and one (1) with City Council (in person).

Additionally, we will attend or host four (4) meetings with community stakeholders to socialize the program and receive interim feedback on proposed materials. We have experience facilitating a variety of different engagements depending on scope and audience, including:

- Interactive workshops with City Staff from across departments to identify barriers or hurdles in the existing ADU permitting process;
- Small group activities and brainstorming sessions with a cohort of city staff and residents;
- Open house-style workshops with city departments each working a “booth” or station;
- Informational sessions about ADU development held with City staff present or with community-based partners;
- Tabling and flyering at local libraries or community events like farmer’s markets or city festivities; and
- Pop-up installations to capture immediate feedback from participants via survey.

Content Creation for Outreach Materials

Across all of our projects, we engage deeply with communities, using our design and planning expertise to communicate complex processes in accessible ways. Our collaborative approach has consistently produced projects that not only meet the technical requirements of city planning but also align with the needs of local residents. We use multiple platforms to engage with diverse audiences. We create content for social media platforms like Instagram and LinkedIn. We also circulate a monthly newsletter with nearly 7,000 subscribers. We have created flyers and attended community events to distribute information on programs. We have experience creating digital, paper, and physical collateral to reach community members and partners.

Given our diverse and cross-disciplinary experiences with design, we can solicit and elicit feedback from different audiences. Our team can produce multiple different two-dimensional and three-dimensional assets at varying scales. We also have experience mapping at a larger scale. Across these projects, we have designed and led

robust multilingual community engagement, intensive site and policy analyses, and clear reporting with partner agencies. With our design and communications expertise, we will produce supplementary materials using diagrams, creative graphics, social media assets, and copy.

We will create a suite of printed and digital content on the Pre-Approved ADU Program to aid in the public socialization of the program. We have extensive experience creating accessible and engaging content for community outreach through the lifetime of projects. To do this, we utilize our design skills to ensure that dense planning material is presented to the public in multiple forms, especially when seeking feedback. We iterate on design to ensure we reflect community norms and vocabulary. We produce and present content in English and Spanish to prioritize language justice. We create graphics and diagrams to visually communicate complicated processes, and we ensure that accompanying text is clear to clients and community members. For the City of South Pasadena, we will create informative graphics and illustrations to explain the ADU process and various approaches. We will translate these graphics into a suite of public outreach materials and digital content for use across official and unofficial South Pasadena social media. Finally, we will ensure that materials include photographs, copy text, diagrams, and icons to ensure City Staff have flexibility to adapt design elements for future program use.

In our program collateral for the City of South Gate's new ADU Programs, we created a fully bilingual suite of materials for residents to build a foundational knowledge of ADUs, navigate the planning and permitting processes, and select from available pre-designed plans. We held a series of workshops that included visual representations of the permit-ready designed ADU and potential garage conversion scenarios. We also created a bilingual ADU guide with visuals to ensure developers and homeowners could easily navigate the new programs. In partnership with City Staff, we also created and circulated an intake form (paper and digital) to gauge interest from homeowners. We created a list of interested homeowners via social media, tabling, flyers, and emails that received regular email communication.

Task 4. Preparation of Pre-Approved ADU Plans

OOP has extensive architectural experience designing and building ADUs across Southern California. We have designed multiple pre-approved ADU plans that fit the context of each unique jurisdiction and meet the needs of specific local populations. Our process begins with developing guiding concepts based on our coordination with City Staff and through direct engagement with homeowners and residents. These guiding concepts will help inform decisions regarding ADU sizes, qualities, and architectural characteristics, and provide the criteria for judging the success of the design process.

After developing the guiding concepts, we will begin the design process for the ADU Plan utilizing our architecture, permitting, and construction expertise to craft ADU plans that optimize efficiency and livability. We will start by drafting the initial design for the ADU prototypes, including floor plans, elevations, sections, and renderings. A structural partner, like Nous Engineering, will produce a schematic structural analysis for the

prototype. We will then develop the three designs and square footages by proposing material finishes, and exterior styles consistent with the South Pasadena context.

- **Schedule:** 4 months
- **Milestones:** Completion of Pre-Approved Plan Sets to be presented to City Staff in **Milestone Meeting #3**
- **Deliverables:**
    - 35%/ 70%/ 100% Plan Sets for three layouts and three architectural styles.

Based on the feedback in Milestone Meeting #2, we will work to complete the schematic design drawings for the three ADU plan sets for three square footages with a choice of three architectural styles. Once we have reached an agreed upon design plan with the City, OOP will prepare and produce the three master plan sets to include: fully dimensioned architectural, structural, mechanical, electrical, and plumbing plans, and Title 24 energy compliance calculations along with a written narrative of the design features. Finally, we will review the completed ADU plan set and construction documents with City staff at **Milestone Meeting #3**.

As we conclude the development of the pre-approved ADU plan set and construction documents, the team anticipates submitting all materials to the City to initiate the permitting process. After submission, the team expects to receive revisions from planning and building and safety review, which will be integrated into the plan set for the next round of plan check. We anticipate to go through all required rounds of revisions until the plan set has been approved by all relevant parties.

Task 5. ADU Ordinance Review

To ensure that the updated ADU Ordinance reflects the Pre-Approved Plan Program and is in compliance with current State mandates, OOP will conduct a thorough analysis of the existing ADU Ordinance and comparison to regional ADU policies to incorporate best practices. Given OOP's work in jurisdictions across Southern California and expertise in state housing policy at varying scales, we are uniquely positioned to comprehensively analyze the Ordinance to reflect up-to-date state requirements.

- **Schedule:** 1 month (can be concurrent with previous tasks)
- **Milestones:** Completion of redlined Ordinance with in-text edits and comments to be presented to City Staff in **Milestone Meeting # 3**
- **Deliverables:**
    - Redlined Ordinance with in-text edits and comments

We have experience crafting ADU policies for multiple jurisdictions including Los Angeles and South Gate. We also can draw on our policy expertise to ensure the ADU Ordinance reflects new changes at the state-level. As an interdisciplinary firm, we regularly ask design, planning, and policy staff to work together to ensure that our physical designs are in alignment with best practices in housing policy. For example, we are currently working on an analysis of novel housing infill strategies for a report on the Connecting Capital and Community (3C) Los Angeles initiative. Our report includes

interviews from ADU practitioners and local governments from across California; we recommend best practices to lower development costs, increase density in alignment with new state housing regulations, and implement policies that fit unique local contexts. Our research expertise will help us ensure that South Pasadena's ADU Ordinance incorporates best practices, avoids common pitfalls, and positions the City alongside other ADU leaders in the state.

Task 6. ADU Guidebook and Brochure(s)

We have produced ADU packages for cities to launch ADU Programs, including ADU handbooks, one-pagers for print, social media content, intake forms, presentation materials for engagement events, and step-by-step guides for building ADUs. These materials will be produced for print and web-hosting.

- **Schedule:** 3 months (can be concurrent with previous tasks)
- **Milestones:** Completion of ADU educational materials (Guidebook, brochure, and web plan) and presentation to City Staff in **Milestone Meeting # 4**
- **Deliverables:**
    - ADU Guidebook
    - ADU brochures (2)
    - Website layout and content

Most recently, OOP designed, printed, and formatted for digital web hosting an entire suite of ADU Program materials and explainers for the City of South Gate. These materials were produced in English and Spanish with diagrams explaining basic ADU concepts, the ADU development process, expected costs, needed materials, property considerations, and newly launched pre-approved and garage conversion standard plan options. OOP team members walked South Gate staff through website layout and design to ensure materials were hosted in a clear manner. OOP staff also presented these materials at tabling events like the farmer's market and Earth Day and evening open house workshops throughout the summer. Materials were shared on social media and via newsletter. Residents responded with overwhelming interest in the ADU program and participation in community engagement events. These materials, including a handbook, one pagers, a pre-approved plan, and garage conversion standard plans now live on the City's website and can be printed.

We will apply these same skills and best practices to the creation of an ADU Guidebook that provides a comprehensive overview of the ADU approval process. We will draw on our experience building in historic zones in Los Angeles to ensure that content is clear on development on historic sites and non-historic sites. Our guidebook will include references to other ADU programs and resources including funding. We will also design short brochures to be disseminated at the planning counter and community events, which we will pilot in Task 3 and refine accordingly. Finally, we will create education and marketing materials to highlight the new Pre-Approved Plan Program and increase participation from community members. These materials will reflect the identity of South Pasadena and be presented in a user friendly format with clear graphics and diagrams. We will also produce materials in both English and Spanish to ensure equitable access.

Task 7. ADU Process Review

As a consultant to numerous cities, OOP recognizes that to build a sustainable program, City staff must be incorporated into the process and have their capacity built to administer the program. To ensure long-term program success and sustainability, we conduct analysis of current City processes and propose recommendations to streamline services and support staff members. We host trainings for city staff to understand changing processes and new programs, and we create materials and workshops for staff to deeply understand feedback and proposals.

Our history of success is built on close partnerships with city agencies, community organizations, and residents, ensuring that our work meets both regulatory requirements and community needs. We have extensive experience supporting cross-agency and cross-department collaboration within local governments. We also have served as intermediaries between local government staff and residents to encourage participation in new programs and policies. To build capacity, we have hosted trainings for city staff to understand changing processes and new programs. We create materials and workshops for staff to deeply understand feedback and proposals.

- **Schedule:** 1 months
- **Milestones:** Completion of ADU process review, recommendations for internal policy changes presented to City Staff as a training in **Milestone Meeting # 4**
- **Deliverables:**
    - ADU application, coversheet and checklist
    - Internal policy and procedure
    - In-person staff training and recording.

OOP will conduct a thorough review of the existing staff materials and current process of reviewing and approving ADUs to identify any pain points and opportunities to optimize and expedite the ADU approval process. We will revise (as needed) the ADU application, coversheet, and checklist to accommodate the pre-approved plan and provide streamlined guidance for approvals of other ADUs not in historic zones. We recognize that City staff need to have ample opportunities to learn new processes and ask clarifying questions to build capacity. We will design and host staff training during **Milestone Meeting #4** to review changes to internal policy and procedures for reviewing ADU plans. These trainings will be conducted via zoom to be recorded for future use. As needed, OOP will produce subsequent trainings or recordings to clarify specific points of concern or complex processes around ADU development, review, and approval. These final materials will be delivered at the **Milestone Meeting #5** Project Closeout.

PROJECT BUDGET

Our overall project budget for the Pre-Approved Accessory Dwelling Unit (ADU) Plan Program is **$97,760.** This budget includes staff time, funds for community engagement support, and structural engineering. Depending on any evolving needs, OOP may work in concert with partners or subconsultants, including our regular structural engineering partners, Nous Engineering. We have deep relationships with community-based organizations and professional firms that could support unique tasks. These costs will be detailed in future contract-specific budgets. However, we have preemptively allocated $15,000 for the structural review of the three plans based on our ongoing engagement with Nous Engineering.

High Level Budget	
Budget for Staff Hours	$81,760
Funds for Community Engagement, $250 per CM	$1,000
Set aside for Structural Engineering Review of 3 Plan Sets	$15,000
Total Budget	$97,760

All staff positions listed below will contribute to the work. The table below describes the specific hourly rates for staff members by role. These hours make up the $81,760 budgeted for staff hours spent on the work.

Employee Title	Hourly Rate
Executive Director	$100
Urban Planning Associate	$70
Senior Architect	$80
Designer	$60

The detailed project budget below includes the specific budget per task with subtasks and total hours shown. These tasks and subtasks align with the Work Plan included on page 16.

Scope of Work		Total Hours	Total Budget
Task 1. Project Management and Coordination	Ongoing meetings with City Staff throughout the duration of the contract (biweekly)	**182**	**$14,560**
	Project Administration		
	Regular written reports delivered via email to update staff on progress and administrative needs		
	Completion of a City Tour		
	Five facilitated Milestone Meetings with the larger decision-making body (MM)		
Task 2. Data Gathering and Document Research and Review	Document, project, regional ADU program review for Zoning/Design Guideline Memo	**160**	**$12,800**
	Identification of Guiding Concepts for ADU Plan Design and outline for ADU Guidebook and suite of supporting materials		
	Recommendation of 3 ADU Sizes and Configurations at MM #2		
Task 3. Community Engagement and Outreach Plan	Development of a Community Engagement and Outreach Plan	**168**	**$13,440**
	Creation of outreach materials , visualization materials presented at MM #3 and refined		
	Attendance and presentation at four community meetings, four study sessions, and three public hearings (CM)		
Task 4. Preparation of Pre-Approved ADU Plans	Preparation of Pre-Approved ADU Plans	**336**	**$26,880**
	Completion of Pre-Approved Plan Sets to be presented to City Staff in Milestone Meeting # 3		
Task 5. ADU Ordinance Review	Review of ADU Ordinance	**16**	**$1,280**
	Completion of redlined Ordinance with in-text edits and comments to be presented to City Staff in Milestone Meeting # 3		
Task 6. ADU Guidebook and Brochure(s)	Completion of ADU educational materials (Guidebook, brochure, and web plan)	**56**	**$4,480**
	Presentation to City Staff in Milestone Meeting # 4		
Task 7. ADU Process Review	Produce ADU application, coversheet and checklist	**104**	**$8,320**
	Review and recommend changes to Internal policy and procedure		
	Preparation of in-person staff training and recording at Milestone Meeting # 4		
	Project Closeout Meeting and finalization of materials		
			$81,760

Consideration & Approval of PSAs to Develop Objective Design Standards & Create an ADU Pre-Approved Program

Date December 17, 2025

Prepared By: Community Development

Executive Summary

Regulations

- State laws
- City's GP, Housing Element, Zoning

Council Action

- Professional Service Agreements

City Tools

- Streamline ministerial reviews
- Maintain South Pasadena's design identity

Background

Regulations

- Housing Accountability Act & Housing Crisis Act of 2019 (HAA & SB 330)
- AB 1332- Pre-Approved ADU Program (2024)
- Amendments to General Plan, Housing Element, Zoning Code – DTSP, Zoning Map

Planning Commission

- Subcommittee formed July 8, 2025
- Review, interview, evaluate resulting in recommendation to City Council
- Collaborate, review, make recommendations to the Planning Commission

Request for Proposals

- Released September 10, 2025
- Due October 9, 2025
- Finalist interviewed November 21, 2025

RFP – Objectives

Objective Design Standards

- Compliance
- DTSP &Multifamily
- Verifiable and measurable
- Reflect City's desire to maintain high design standards
- Easy to read format, graphic illustrations

ADU Pre-Approved Program

- Compliance
- Create one comprehensive resource
- Streamline review and permitting
- Reflect City's desire to maintain high design standards

RFP Evaluation

Firm	Project 1: ODS	Project 2: ADU	Project 1 & 2	+ Optional Task (ODS)	Timeline
The Arroyo Group	$150,000			$349,495	14-months
Design with Skill			$250,000	TBD	12-months 14- months w/ optional
JZMK	$150,000			TBD	10-months
Office of: Office*		$97,760			9-months
Precision Civil Engineering			$249,563	$274,743	8-months
RRM*			$299,982	$350,000	12-months
Torti Gallas + Partners*	$150,000			$215,000	11-months
WHA	$148,000			TBD	14-months

Recommendation

TORTI GALLAS + PARTNERS

OBJECTIVE DESIGN STANDARDS W/ OPTIONAL TASK OF UPDATING SINGLE FAMILY RESIDENTIAL DESIGN GUIDELINES





4.3 BUILDING TYPE STANDARDS AND GUIDELINES

4.5.10 Awnings and Shade Devices

4.5.11 Balconies

4.5.12 Walls, Hedges, and Fences

- ✓ *Quality*
- ✓ *Thoughtfulness*
- ✓ *Creative, hands-on approach to engagement*
- ✓ *Familiarity*
- ✓ *Proximately*
- ✓ *Objective, legally defensible standards*

City of SOUTH PASADENA

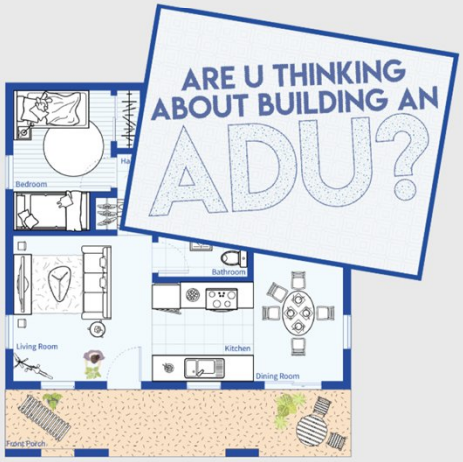
Recommendation

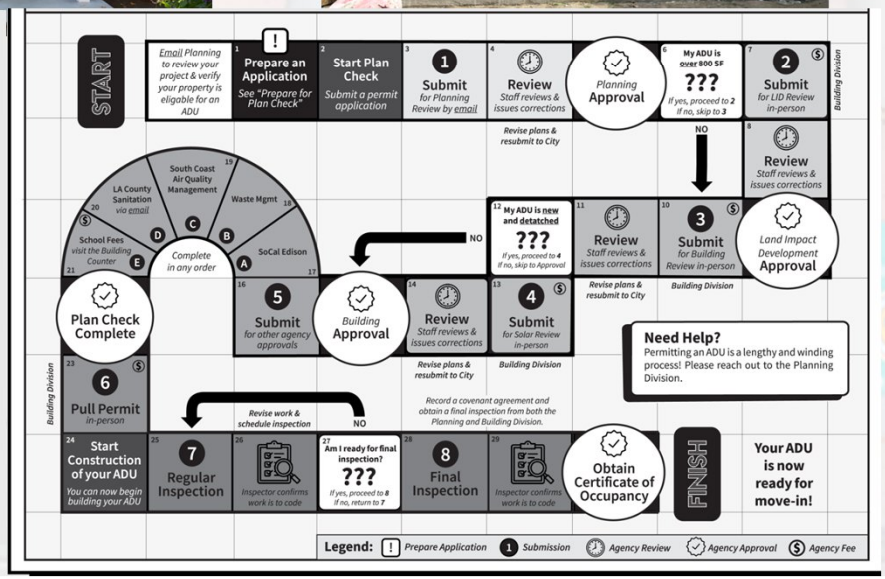
OFFICE OF: OFFICE → OF: PEOPLE

DESIGN SHOULD CENTER JOY, CARE, AND COMMUNITY RESILIENCE.









- ✓ *Customer- centered*
- ✓ *Success in program utilization*
- ✓ *Proximity*
- ✓ *Team members – include architects and engineers*
- ✓ *Flexible and adaptable*

City of SOUTH PASADENA

Council Action

1. Approve a Professional Service Agreement with Torti Gallas + Partners for the development of Objective Design Standards subject to the negotiation and final form of agreement approved by the City Manager and City Attorney;

2. Approve a Professional Service Agreement with Office of: Office for the creation of a Pre-Approved Accessory Dwelling Unit (ADU) Plan Program subject to the negotiation and final form of agreement approved by the City Manager and City Attorney; and

3. Authorize the City Manager to execute all necessary documents to effectuate the agreements.

Next Steps

Contract Execution

Kick-Off

Work Plan Implementation (2026)

Questions



Residential and Mixed Use Objective Design Standards &
Accessory Dwelling Unit Pre-Approved Program
Request for Proposals ("RFP")

City of South Pasadena
Community Development Department
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Summary of Key Dates

RFP Release: Wednesday, September 10, 2025
Submittal of Questions: Wednesday, September 17, 2025
Responses Posted: Monday, September 22, 2025
Proposal Due: Thursday, October 9, 2025
Interviews: Week of November 10th 2025.

Overview

The City of South Pasadena ("City") is seeking proposals from qualified firms or consultants with the necessary skillset necessary to prepare objective design standards for multi-family and mixed-use housing projects that respect and further the architectural character for which South Pasadena is known and to develop a Pre-Approved Accessory Dwelling Unit Plan Program, inclusive of pre-review plans. The City's intent with this Request for Proposal (RFP) and evaluation process is to select and enter into a Professional Services Contract, subject to City Council approval, with the selected consulting firm to provide the services of each project as outlined herein. The project budgets are a maximum of $150,000 for the Objective Design Standards (ODS) scope and a maximum of $100,000 for the Pre-Approved Accessory Dwelling Unit (ADU) Plan Program.

A qualified consulting firm or consultant may propose on one or both projects, but the proposal must clearly state the intent of the consultant.

RFP Questions

The City invites questions to clarify the project scope, process, or other details. Questions and responses will be posted on PlanetBids.

All questions shall be submitted through PlanetBids by Wednesday, September 17, 2025 at 5:00 p.m. The response document will be posted on PlanetBids by Monday, September 22, 2025 at 5:00 p.m.

Submission Deadline

All proposals shall be provided electronically as one .pdf document and received no later than 5:00 p.m. on Thursday, October 9, 2025, in order to be considered. Proposals submitted after this time will not be accepted.

Proposals should be uploaded to PlanetBids. Proposals should be marked "Response to South Pasadena ODS & ADU RFP." Submission of a proposal shall constitute acknowledgement and acceptance of all terms and conditions contained in this RFP and all exhibits and attachments hereto.

The City may choose to interview one or more of the firms responding to this RFP.

General Overview

The City of South Pasadena is a general law city incorporated in 1888. It is governed by the City Council/City Manager form of government. South Pasadena is situated only six miles from downtown Los Angeles, and its diverse population of about 25,000 occupies 3.44 square miles on the west side of the San Gabriel Valley.

The Community Development Department is comprised of five divisions: Planning, Building and Safety, Community Improvement (Code Enforcement), Housing, and Film & Art. Community Development staff support the Planning Commission, Cultural Heritage Commission, and Public Art Commission.

In August 2025, the City conducted a public hearing to consider amending its General Plan, Housing Element, Downtown Specific Plan (DTSP), Zoning Code and Zoning Map to increase

height limits in certain areas of the city, adjust density and other development standards to facilitate housing and implement Housing Element programs. These changes can significantly change the physical landscape of the City and therefore, the City seeks a professional design firm or consultant to carefully craft ODS to support the City's continued architectural integrity.

Scope of Services

The Community Development Department is seeking a qualified professional firm or consultant to develop residential and mixed-use objective design standards and to create a Pre-Approved Accessory Dwelling Unit Plan Program. The goal of these two projects is to comply with applicable state laws, bring consistency across existing City policy documents and resources, streamline project review and permitting, bring consistency and clarify to project review and permitting, reflect the City's desire to maintain high design standards throughout the community, provide user friendly documents and staff guidance. A firm or consultant may apply for one or both projects. Specifics for each are outlined below.

Project 1: Residential and Mixed-Use Objective Design Standards

The City of South Pasadena (City) is issuing this Request for Proposals (RFP) to retain the services of a consultant firm with demonstrated experience preparing Objective Design Standards (ODS) for multifamily and mixed-use residential projects. The ODS criteria is to respect and further the architectural character for which South Pasadena is known.

Goals

This project will consist of three components:

1. The development of detailed objective standards for all types of residential development that meet the State's criteria for objective standards and that are identified in the City's Downtown Specific Plan; and

2. Zoning amendments (including specific plan amendments if needed); and

3. Environmental analysis pursuant to the California Environmental Quality Act (CEQA).

Objectives

The City seeks to adopt Objective Design Standards that would:

- Be in compliance with State law
- Provide guidance for all housing types in the Downtown Specific Plan (DTSP) and other multi-family zones
- Streamline project review and permitting
- Bring consistency and clarity across City policy documents and to project review and permitting
- Be verifiable and measurable
- Ensure consistent application of standards for multi-family and residential mixed-use development projects
- Facilitate context-appropriate, high-quality design
- Update current regulations to clearly lay out objective standards that reflect the community's vision
- Implement policies of the South Pasadena General Plan and Housing Element
- Reflect the City's desire to maintain high design standards throughout the community
- Improve compatibility between new development and surrounding neighborhoods
- Preserve the best qualities of the downtown

- Include easy to read format with clear development standards, specifications, materiality, performance approaches, graphic illustrations, and representations

Scope

1. Project Management and Coordination
   This task is applicable throughout the project and covers communication and coordination between the consultant, any sub-consultants, the Planning Commission subcommittee and City staff. The task shall include meetings, phone conferences, email exchanges, and other communications to ensure timely delivery of the tasks listed below. The proposal should identify the number of meetings anticipated and expectations for the Planning Commission subcommittee and City staff. Strategies or practices to ensure clear and timely communication and effective project coordination should be described.

   - Kick-off Meeting. Following the initial review of existing data, meet with Planning Commission subcommittee and City staff, in person to establish a mutual understanding of the key issues, discuss expectations, and lay out project milestones, meeting times, public workshops, and deliverables.
   - City Tour. Conduct an in-person city tour to gain additional insight related to community character and recent development projects.
   - Regular ongoing meetings with the Planning Commission subcommittee including City Staff.
   - Ongoing meetings with the Community Development staff as needed.
   - Internal Consistency. It is essential that the consultant ensure consistency and cohesion among all tasks listed below and identifies if modifications in one task will have cascading implications and issues for other tasks.

2. Data Gathering and Document Research and Review
   The Consultant will conduct background research to gain an understanding of community priorities, the City's current residential development standards, the Downtown Specific Plan, and the General Plan and the Housing Elements to identify proposed amendments.

   - Document Review. Conduct a technical review and analysis of the City's existing policy documents, development standards and regulations, and permit procedures, including the City's General Plan, Downtown Specific Plan and South Pasadena Municipal Code Zoning and Subdivision Ordinance.
   - Review Existing Ordinance, Site Analysis and Best Practices. The consultant is expected to review the relevant sections of the Zoning and Subdivision Ordinance and the Downtown Specific Plan to become familiar with the physical form of specific areas of the City. This may include conducting site visits with staff or Planning Commission subcommittee members to review patterns and scales of existing development and assess the quality, scale and placement of new structures recently approved. City staff will provide consultants with data regarding the size, placement, and height of new residential structures that have been approved by the City, as well as any other data readily available that would be useful during the evaluation phase.
   - Current Project Review. Review representative sets of project plans under review, including those that have been controversial and/or appealed, as well as recently approved for multi-family development and mixed use to understand how development standards are currently being interpreted and applied during the present permit review process. In addition, public comments from relevant Design Review Board (DRB) and Planning Commission meeting minutes/videos will help highlight key concerns and

sentiment from the public and decision makers. This task would also require meeting with the Planning Commission subcommittee and City staff to discuss challenges and opportunities.

- Site Analysis. Identify areas with a potential for multi-family and mixed-use residential development and document key physical characteristics of the existing surrounding community and neighborhoods. The site analysis will serve as a visual inventory of the City in order to provide detailed information to develop appropriate City-specific objective standards. This effort will also help guide and focus the study while also enabling the project team, City staff, decision makers, and the public to better understand where such development is more likely to occur.
- A General Plan/DTSP/Zoning Discrepancy Memo should identify inconsistencies or opportunities to align all guiding regulatory documents.
- A Vision Statement will be developed for the Objective Design Standards portion of the project that fine tunes the project's goals and objectives, as identified through initial outreach to decision makers, stakeholders, community members, and staff.

Deliverables:

- General Plan/Zoning Discrepancy Memo
- Vision Statement
- Residential Objective Standards Background Report

3. Community Engagement and Outreach Plan

The consultant's proposal shall include a list of activities and outreach methods that could be used to engage the entire community and should include early and deep engagement with community groups to determine the best methods of outreach. In your proposal, provide options for virtual as well as in person meetings. The proposal should include an estimated cost to carry out each of the outreach strategies. Stakeholders should include but not be limited to, communities that have limited or no access to technology, homeowners, renters, housing advocates, developers, architects, and community members who are hard to reach and/or do not typically participate in City processes. Outreach activities should include but not be limited to:

- Community Engagement and Outreach Plan. Prepare an Outreach Plan that identifies all public outreach activities for the project. The program must have the flexibility to allow redirection and variations where needed.
- Phases of Outreach. Three sets of specific outreach phases are envisioned to be held at key stages during the planning process to provide opportunities for public education and informal comment on choices being considered, including:
    - Project Introduction and Issue Identification. Outreach events associated with this stage of the project will introduce the project objectives and highlight the key issues to be considered. This event will include photographs, graphics, and examples of how other communities may have resolved similar issues. Initial impressions and findings will be shared, and the community's issues and concerns will be heard and documented.
    - Public Review Draft Standards. This set of outreach events will allow the project team to present the draft standards and get additional public feedback. Study sessions with the Planning Commission and City Council

may be warranted. City staff will identify and reserve meeting locations and logistics.
    - Public Hearing Draft Standards. Outreach events associated with this stage of the project will allow the project team to present and get feedback on the draft design standards that will be considered by the Planning Commission and City Council through the formal hearing process for review, recommendation, and adoption. The consultant will assist staff with formal presentations to the City's Planning Commission and City Council. Consultants should be prepared to attend two meetings of the Planning Commission and two meetings of the City Council.
- Outreach Events. The consultant shall identify best practices or methods for obtaining community input as well as presentation of material in various settings.
    - One-on-one and small group discussions with stakeholders, including, but not limited to the Chamber of Commerce, affordable housing developers, and local designers and architects, conducted in person or using a video conferencing platform. A series of small group meetings can be held early in the process to discover the most critical issues for the City and what the project should focus on to ensure success. A series of meetings may also be held later in the project to get additional feedback on standards as they are being developed and provide a sounding board for draft design standards.
    - Online workshops using tools such as breakout rooms, chat, visual notetaking, webinars, and online voting to make the workshops interactive.
    - In-person workshops using a variety of tools to make the workshops interactive or open house forums, where community members can view materials and interact with City staff and consultants.
- Visualization Materials. Informative graphics and illustrations will be provided to enable participants to visualize information and effect of various approaches.
- Outreach Materials. Consultant may be called upon to create public outreach materials or content for official City newsletters, and material that can be posted on a variety of social media outlets utilized by the City, such as Facebook, Twitter, and Next Door.
- The consultant will provide information that can be posted onto the City's website. As staff deems appropriate, the consultant will provide materials including text, photographs, maps, renderings, and other images for the website.
- Interactive outreach efforts such as surveys, mapping exercises, real time or virtual voting & ranking exercises, and others.
- Attendance at minimum of two (2) Community Meetings, Interactive Workshops, Stakeholder Meetings, or equivalent amount of work toward community engagement. City staff is open to suggestions for innovative and informal opportunities for engaging with the community outside of a standard "community meeting" forum.
- Lead and attend regular meetings with Planning Commission subcommittee and City staff.
- Attendance at four (4) Study Sessions with Committees, Commissions, and/or Council, including a kickoff Joint Session with the Planning Commission and City Council (in person attendance).
- Attendance at two final adoption public hearings- one (1) with the Planning Commission and one (1) City Council (in person).

Deliverables:

• Community Engagement and Outreach Plan

• Outreach materials
• Public Review/Public Hearing Drafts
• Attendance and presentation at two community meetings, four study sessions, and two public hearings, as specified above
• PowerPoint Presentations and visual materials, as needed.
• Meeting notes

4. Technical Report with Options and Recommendations
Based on the background research prepared in the previous task, the consultant team shall prepare a Technical Report that explores potential updates for zoning consistency and options and recommendations for new or revised objective standards for residential development.

An Objective Design Standards Technical Report should introduce various options for objective standards that the City may want to adopt. The report should analyze tradeoffs in selecting different options, including the potential impacts to different stakeholders and community members, the feasibility and/or potential economic impacts, and impacts to overall design aesthetic and diversity. To help demonstrate the tradeoffs of different options, the report should include a Prototype Analysis that illustrates how changes in key development standards (such as parking, massing, setbacks, and articulation) would result in different building prototypes for four (4) residentially zoned sites in the city. The City will work with the consultant to select sites for the Prototype Analysis that will include a range of residential and mixed-use development types.

Deliverables:
• Zoning Consistency Recommendations Memo
• Objective Design Standards Technical Report

5. Draft Objective Design Standards and Zoning Consistency Updates
Based on feedback received on the Zoning Consistency Recommendations Memo and Objective Design Standards Technical Report from decision-makers, stakeholders, and the community, the consultant shall prepare a draft of the zoning updates and illustrated Objective Design Standards for multi-family and mixed-use development. The Design Standards will reflect the variety of building types including those specified in the DTSP (e.g., garden apartments, courtyard bungalows, townhome, multi-story apartment building) and architectural styles appropriate in South Pasadena and address topics such as site planning, building massing, building frontages, entrances, exterior materials, landscaping, outdoor lighting, mechanical equipment, screening, parking structures, and surface parking design, among others. Both documents shall indicate the specific location where the proposed changes will occur in the City's adopted Ordinances, Codes, and Plans. The Draft Objective Residential Standards shall further include high-quality graphics and diagrams to clearly illustrate standards, as necessary. In addition to design objectives identified through the community engagement, the consultant must implement and expand upon the following design standards for City Council consideration:

• Buffer Zones: For multi-family developments adjacent to existing single-family neighborhoods and vehicular corridors. The consultant team shall evaluate current transitional standards and assess whether and how these might be strengthened to meet community and city objectives.
• Building articulation refers to three-dimensional changes in the outside walls of a building, including projections and overhangs like decks or bay windows, voids provided

by recessed entryways or walkways, or step-backs of second or third stories from lower stories.
• Massing composition, including horizontal and vertical façade orientation, and four-sided design treatments
• Building materials – High quality, innovative building materials
• Landscaping requirements including objective landscape screening, including ground mounted a/c units and above ground utility equipment standards for buffering between different uses and building scales and provide green neighborhoods
• Location and configuration of parking
• Relationship with neighboring structures as well as sidewalks and streets in the public right-of-way, including building setbacks, articulation, location of parking, and other design elements

For this project, the City will require the consultant to prepare all necessary CEQA documents and supporting analysis. The consultant should include a separate line item for completion of this work, which will be completed by the consultant.

Deliverables:
• Draft Zoning Updates for Zoning/General Plan Consistency.
• Draft Objective Design Standards and Graphics as specified above.
• Environmental review documents as required by the California Environmental Quality Act (CEQA).

Optional Service:
Please include as an optional task incorporation of single family residences including two story residences, additions and duplexes. Please identify clearly additional cost and timeline.

6. Final Documents
   Based on feedback on the draft documents from decision-makers, stakeholders, and community members, final versions of the Zoning Updates and Objective Design Standards with Graphics shall be prepared for final consideration by the Planning Commission, and City Council.

   The draft standards will consist of objective design standards applicable to multi-family/residential mixed-use development and standards applicable to specific typologies based on development types (such as garden apartment, townhome, apartment building, etc.), design type, lot size and configuration, or other organizing principle. It is anticipated that at a minim all typologies identified in the DTSP and other muti-family zones will be included.

   The project team will test the standards on prototypical sites to ensure the standards enable the intended development. Images and exhibits representing a suggested design topic or standard, many which will contain text callouts helping to illustrate the design intent, will be prepared. As needed and directed by staff, prepare graphic illustrations to augment written design standards. New or improved graphics will correlate to the standards found in the City's Zoning Ordinance.

   Deliverables:
   • Public Review Draft. Review staff comments on the administrative draft standards and prepare the Public Review Draft Design Standards.

• Public Hearing Draft. Based on comments received on the Public Review Draft, prepare Public Hearing Draft Design Standards for consideration through the formal review and adoption process.
• Final Zoning Updates for Zoning/General Plan Consistency.
• Final Objective Design Standards with Graphics
• The consultant shall prepare all documents for the public hearings including staff reports, resolutions, ordinances, power points and any other supporting documentation such as data, graphics, etc.
• All draft and final documents to be provided in Word, or an alternative agreed upon format.
• Attendance at public hearings.

7. Post Approval Activities
   After adoption of final documents, the Consulting team will work with staff to develop handout, update applications if needed and update the City's website. In addition, the Consultant team will provide a checklist and guidance document for staff's utilization in applying the ODS to projects. Up to two one-hour training courses shall be provided to current staff and shall be recorded for future use.

   Deliverables:
   • Applicant hand out.
   • Update applications.
   • Update website
   • Create an internal checklist and guide
   • Two one-hour training course
   • Recording of the trainings

Project 2: Pre-Approved Accessory Dwelling Unit (ADU) Plan Program

Goals
This project will consist of four components:

1. The development of three (3) ADU plan sets for consisting of three (3) square footage floor plans with a choice from three architectural styles for review and preliminary approval by the City for public use; and,

2. Review of the current ADU Ordinance for state compliance; and

3. An ADU Guidebook with an updated Brochure; and

4. Environmental analysis pursuant to the California Environmental Quality Act (CEQA).

Objectives
The City seeks to adopt a Pre-Approved ADU Plan Program that would:
- Bring together the various ADU documents and efforts into one comprehensive program
- Be in compliance with State law
- Streamline project review and permitting
- Reflect the City's desire to maintain high design standards throughout the community

Scope

1. Project Management and Coordination
   This task is applicable throughout the project and covers communication and coordination between the consultant, any sub-consultants, the Planning Commission subcommittee and City staff. The task shall include meetings, phone conferences, email exchanges, and other communications to ensure timely delivery of the tasks listed below. The proposal should identify the number of meetings anticipated and expectations for the Planning Commission subcommittee and City staff. Strategies or practices to ensure clear and timely communication and effective project coordination should be described.

   - Kick-off Meeting. Following the initial review of existing data, meet with Planning Commission subcommittee and City staff, in person to establish a mutual understanding of the key issues, discuss expectations, and lay out project milestones, meeting times, public workshops, and deliverables.
   - City Tour. Conduct an in-person city tour to gain additional insight related to community character and recent development projects.
   - Regular ongoing meetings with the Planning Commission subcommittee including City Staff.
   - Ongoing meetings with the Community Development staff as needed.
   - Internal Consistency. It is essential that the consultant ensure consistency and cohesion among all tasks listed below and identifies if modifications in one task will have cascading implications and issues for other tasks.

2. Data Gathering and Document Research and Review
   The Consultant will conduct background research to gain an understanding of community priorities, the City's current ADU Ordinance, ADU materials and applications, and regional efforts the City is a participant, and current and recent ADU projects. The purpose is to identify proposed zoning code amendments, if necessary, and to develop a comprehensive Pre-Approved ADU Plan Program and construction plan sets.

   - Document Review. Conduct a technical review and analysis the City's existing ADU materials and applications, development standards and regulations, and permit procedures, including but not limited to the South Pasadena Municipal Code Zoning, ADU Brochure, ADU Design Guidelines for Historic Properties, City Design Guidelines.
   - Current Project Review. Review representative sets of ADU project plans under review to understand how development standards are currently being interpreted and applied during the present permit review process. This task would also require meeting with the Planning Commission subcommittee and City staff to discuss challenges and opportunities.
   - Regional ADU programs. Review the current regional ADU programs to integrate into the City's program.

   Deliverables:
   - Zoning/Design Guideline Memo
   - Outline for ADU Guidebook
   - Recommendation of 3 ADU sizes and bedroom/bathroom combination

3. Community Engagement and Outreach Plan

The consultant's proposal shall include a list of activities and outreach methods that could be used to engage the entire community and should include early and deep engagement with community groups to determine the best methods of outreach. In your proposal, provide options for virtual as well as in person meetings. The proposal should include an estimated cost to carry out each of the outreach strategies. Stakeholders should include but not be limited to communities that have limited or no access to technology, homeowners, renters, housing advocates, developers, architects, and community members who are hard to reach and/or do not typically participate in City processes. Outreach activities should include but not be limited to:

- Community Engagement and Outreach Plan. Prepare an Outreach Plan that identifies all public outreach activities for the project. The program must have the flexibility to allow redirection and variations where needed. The majority of outreach efforts shall be to promote the program.
- Visualization Materials. Informative graphics and illustrations will be provided to enable participants to visualize information and effect of various approaches.
- Outreach Materials. Consultant may be called upon to create public outreach materials or content for official City newsletters, and material that can be posted on a variety of social media outlets utilized by the City, such as Facebook, Twitter, and Next Door.
- The consultant will provide information that can be posted onto the City's website. As staff deems appropriate, the consultant will provide materials including text, photographs, maps, renderings, and other images for the website.
- Interactive outreach efforts such as surveys, mapping exercises, real time or virtual voting & ranking exercises, and others.
- Attendance at minimum of two (2) Community Meetings, Interactive Workshops, Stakeholder Meetings, or equivalent amount of work toward community engagement. City staff is open to suggestions for innovative and informal opportunities for engaging with the community outside of a standard "community meeting" forum.
- Lead and attend regular meeting with Planning Commission subcommittee and City staff.
- Attendance at four (4) Study Sessions with Committees, Commissions, and/or Council, including a kickoff Joint Session with the Planning Commission and City Council (in person attendance).
- Attendance at two final adoption public hearings- one (1) with the Planning Commission and one (1) with City Council (in person).

Deliverables:
• Community Engagement and Outreach Plan
• Outreach materials
• Attendance and presentation at two community meetings, four study sessions, and three public hearings, as specified above
• PowerPoint Presentations and visual materials, as needed.
• Meeting notes

4. Preparation of Pre-Approved ADU Plans
   Three ADU plan sets will be produced for the review and preliminary approval by the City for public use. Plan sets for three square footages shall be provided. These plans shall have a choice of three architectural styles. The City's preferences will be determined based on the data collections and tour.

All required sheets, drawings, diagrams, and details for each plan, for a total of three master plan sets shall be provided. This includes all building elements for a complete permittable set of plans including floor plan, cross section, colored exterior elevations (three themes with materials, window/door options), roof plan, foundation plan, framing details, HVAC/mechanical (a count of all fans, heaters, air conditioners, and/or heat pumps), PV solar panels, plumbing (a count of all sinks, dishwashers, gas appliances, toilets, showers, bathtubs or combination shower/bathtub, water heaters, and hose bibs), electrical (a count of all panels, meters, switches, outlets and light fixtures), utility plans, and all relevant construction details, drawings, and notes for City's required content for permitting. Energy compliance analysis (Title 24) and report will also be provided for each square footage for all orientations. Plans shall be compliant with the current Building Code.

Excluded from these plan sets are site plan, flood zone compliance, roof trusses engineering and diagrams and permit fees. These items are expected to be provided by the applicant or applicant's contractor at the time of permitting.

Consultant is expected to produce 35%, 70%, and 100% designs of the floor plans and elevations before proceeding with the master plan sets for plan review. The City will be responsible for plan check fees associated with reviewing these plans. Consultant shall assume two rounds of revisions.

Deliverables:

- 35%/ 70%/ 100% Plan Sets for three layouts and three architectural styles.

5. ADU Ordinance Review

   The consultant shall review the current ADU Ordinance to align with current State mandates, clearly allow ADUs in all zones where residential is allowed including mixed-use sites to comply with State law and include objective design standards (this can be within the ODS scope) to be uniformly applied without involving personal or subjective judgement.

   Deliverables:

   - Redlined Ordinance with in-text edits and comments.

6. ADU Guidebook and Brochure(s)

   The consultant is expected to create an ADU Guidebook that provides a comprehensive overview of the ADU approval process (for historic sites and non-historic sites), including regional ADU programs or resources available to residents, ADU basics, ADU property considerations, funding (e.g. CalHFA ADU Grant Program) and resources (e.g. contacts, further reading, webpages), in addition to the pre-approved plan sets (floor plans, elevations, 3D renderings) etc.

   The consultant shall also create two one-page brochures for historic and non-historic sites for easy distribution. All materials created shall be in a user friendly format to be posted on the City's website. In addition, the consultant shall assist the City in incorporating the Pre-Approved ADU Plan Program on the City's website.

   Deliverables:

   - ADU Guidebook
   - ADU brochures (2)
   - Website layout and content

7. ADU Process Review
   The consultant shall revise or produce materials to assist the City with ADU review and approval process.

   The consultant shall review all materials and current process of reviewing and approving ADUs. ADU application, coversheet, checklist shall be revised or created to allow plans to be approved over the counter for non-historic sites. Internal policy and procedure that describes the process for reviewing ADU plans shall be created. In addition the consultant shall provide a one-hour training on the implementation of the policy and procedure as well as the materials created. This training shall be provided in a recorded format for future use by the City.

   Deliverables:
   - ADU application, coversheet and checklist
   - Internal policy and procedure
   - In-person staff training and recording.

Project Schedule
The consultant is to provide a proposed schedule for consideration; however, it should be noted that the City is looking forward to completing this project in approximately 12 months from kick-off for the ODS and within 9 months from kick off for the ADU Pre-Approved Plan Program.

Qualifications
The consultant shall detail technical experience in performing work of the same nature; staffing capability; workload; adequacy of labor commitment and resources to satisfactorily perform the requested services and meet the city's needs; and supportive client references. Previous municipal experience is required.

Proposal Submission Requirements
Submittal packet shall be formatted to standard letter-sized paper in one electronic PDF file.

The proposal shall provide the following information: name, title, address, and telephone number of the individual with authority to bind the company and who may be contacted during the proposal evaluation period. The proposal shall be signed by an official authorized to bind the firm.

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall be organized, and include page numbers for all pages in the proposal. The proposal shall include the following:

1. **Cover letter:** This letter should briefly introduce the firm, summarize the firm's general qualifications, include an executive summary of the specific approach which will be used to deliver the work scope; and identify the individual(s) name, address and phone number authorized to negotiate Agreement terms and compensation.
2. **Statement of Experience:** Provide history of the firm's consulting experience which specifically addresses the individual or firm's experience with similar Service as described in this RFP. Emphasis shall be on the last 5 years and for client cities similar to South Pasadena.
3. **References:** A list of at least three (3) public sector client references for which related services have been provided.

a. Provide name, title, email address, and telephone number of contacts.
b. Provide a brief description of the services provided and the dates of the services provided.

4. **Project Team:** A description of the project team.
    a. Identify the key staff person responsible for general contract and program management and specific staff proposed to complete the service. Indicate if your firm has the capacity to provide additional personnel as needed.
    b. Describe proposed team organization, include all project team members' names, resumes, and professional titles, including relevant work experience.
    c. If subcontracts are proposed, each subcontractor shall be identified by specific anticipated function, and include a description of the subcontractor's experience and key staff members.
    d. Describe why your team is uniquely qualified to successfully perform the scope of work outlined in this RFP.
5. **Proposed Method to Accomplish the Work:**
    a. Describe your approach and how it sets your firm apart from other's providing the same services.
    b. Describe your understanding of recent State housing legislation and City efforts relative to the objective standards and residential development in South Pasadena. Identify key project issues and explain how they will be addressed to meet the City's objectives.
    c. Describe the technical and management approach to providing the Services to the City. Proposer should take into account the scope of the Services, and general functions required.
    d. The proposed Scope of Work should describe the consultant team's approach to each task and deliverables for the tasks, as outlined above. Feel free to combine tasks/deliverables for efficiency where tasks are undertaken concurrently. Include a draft schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services. In reviewing the scope of Services and goals described herein, the Proposer may identify additional necessary tasks and is invited to bring these to the City's attention within the discussion of its proposed method to accomplish the work. Optional task should be included as a separate item.
    e. Examples of similar Services completed in the last 5 years should be provided.
6. **Project Budget:** Please provide a lump-sum, not-to-exceed fee proposal for each scope of Services for a total not-to-exceed agreement amount. The fee proposal shall include hourly rates for all personnel for "Additional Work" (as such term is defined in the proposed Agreement attached herein). A table showing hourly billing rates for all members of the team, estimated total hours, and total cost for services.

Selection Criteria and Process

Issuance of this RFP and receipt of proposal does not commit the City of South Pasadena to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP, including preparing, delivering, or presenting a proposal, and for subsequent negotiations with the City of South Pasadena. The City of South Pasadena reserves the right to postpone receipt date, accept or reject any or all proposals received in response to this RFP, or to negotiate with any of the firms submitting an RFP, or to cancel all or part of this RFP.

Following receipt of the proposals, notifications will be given to each proposer as to the status of their submittal. A selection committee composed of the Planning Commission subcommittee and City staff will review and evaluate all proposals that have been received by the submission deadline based on the criteria outlined herein. **Interviews, if determined to be necessary, will be scheduled for the week of 2025.**

The selection committee will evaluate proposals based on the following selection criteria:

- Responsiveness to the objectives of the requested service. (20% of total score)
- Experience and background of the firm and project team with emphasis on successful completion of local government projects that are similar in scope and nature. (40% of total score)
- Demonstrated ability to meet schedules, deadlines, and complete projects within budget for similar projects in the last 5 years. (20% of total score)
- Overall quality, completeness, and clarity in the proposal. (10% of total score)
- Proposal timeline, pricing and value to the City. (10% of total score)

Upon selection of a Proposer, the City will endeavor to negotiate a mutually agreeable NO VALUE with the selected Proposer. In the event the City is unable to reach Agreement, the City will proceed, at its sole discretion, to negotiate with the next Proposer selected by the City. The City reserves the right to contract for services in the manner that best benefits the City including awarding more than one contract if desired.

The selected consultant shall be required to enter into a written contract with the City in a form approved by the City Attorney.

Any executed contract for services or agreement by and between the City of South Pasadena and the consultant might require formal City Council authorization. This RFP and the selected proposal, or any part thereof, may be incorporated into and made part of the final contract.

Insurance Requirements

The consultant will be required to maintain insurance coverage for Personal Injury and Worker's Compensation, with the City of South Pasadena named as "Additional Insured." The City will also require Professional Errors and Omissions insurance acceptable to the City Attorney. Carefully review the insurance requirements listed in the sample Professional Services Agreement attached.

Exhibit A

Professional Services Agreement Template

PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES

(City of South Pasadena /_____)

1. IDENTIFICATION

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

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: _____.

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": [ADD SCOPE HERE]

3.2. "Agreement Administrator": The Agreement Administrator for this project is [NAME and TITLE]. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This

fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is _____ Dollars ($_____).

3.5. "Commencement Date": [DATE].

3.6. "Termination Date": [DATE

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. [CONSULTANT] 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: [Matter]
- 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. 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 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: [Name and Title], 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

Name and Title
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-****
Facsimile: (626) 403-7241

With courtesy copy to:

Attorney Name
South Pasadena City Attorney
Name of Firm
Street Address
Telephone:
Facsimile:

If to Consultant

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" [COMPANY]
By:_____ *Signature*	By:_____ *Signature*
Printed:_____	Printed:_____
Title:_____	Title:_____
Date:_____	Date:_____

Attest:

By:_____
Mark Perez
Deputy City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

City Council Agenda Report

ITEM NO. 29

DATE: December 17, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Alma Medina, Assistant to the City Manager
Jennifer Colby, Public Affairs Manager/ Public Information Officer

SUBJECT: **DISCUSSION AND CONSIDERATION OF RESOLUTION NO. 7965 ADOPTING A LEGISLATIVE ADVOCACY POLICY AND THE CITY'S 2026 LEGISLATIVE PLATFORM**

Recommendation

It is recommended that the City Council:

1. Discuss the proposed Legislative Advocacy Policy, and provide direction;
2. Discuss the 2026 Legislative Platform to serve as the baseline for determining the City's position on proposed state and federal legislation that may impact the City during the 2026 Legislative Session, and provide direction; and
3. Adopt the Resolution No. 7965, approving the Legislative Advocacy Policy and the City's 2026 Legislative Platform with City Council direction, if applicable.

Executive Summary

To ensure the City's advocacy framework is current, aligned with Council direction, and responsive to emerging legislative issues, staff has prepared a Legislative Advocacy Policy and accompanying 2026 Legislative Platform for Council consideration. Together, these documents modernize the City's legislative engagement practices, streamline internal processes, and provide staff and Council with clear guidance on how and when to respond to state and federal legislation.

Background

The City's most recently adopted Legislative Platform was approved in 2024. Over the past two years, the City has experienced substantial internal and external changes, including updated City Council goals, updated administrative priorities, and increased departmental needs. At the same time, state and federal legislative activity has increased in areas such as land use, housing, water regulation, infrastructure funding, local government finance, and workforce requirements. These developments underscore the need for an updated and comprehensive Legislative Platform that reflects the City's current policy direction.

To support that effort, and as requested by the City Council, staff prepared a Legislative Advocacy Policy that defines the City's process for identifying, evaluating, and responding to legislative proposals. The Policy outlines the roles of the City Council, the City Manager, and staff; establishes procedures for determining alignment with adopted priorities; and requires the City Manager to provide Legislative Advocacy Summaries to ensure transparency in all

advocacy conducted using City resources.

Alongside the Policy, staff prepared a 2026 Legislative Platform, which reflects updated City Council goals, priorities identified by regional agencies, departmental needs, and analysis of emerging legislative trends. The Platform identifies the City's support and opposition positions across major policy areas that directly impact municipal operations and community planning.

Together, these documents modernize the City's approach to legislative engagement and provide a clear framework for coordinated advocacy

Analysis
A Legislative Advocacy Policy and accompanying Legislative Platform provides a clear framework for how the City evaluates, prioritizes, and responds to proposed federal, state, and regional legislation that may impact local operations, finances, or community interests. It ensures the City's positions are consistent, transparent, and aligned with City Council priorities by establishing guiding principles and an annual platform that directs staff on when and how to advocate, support, or oppose legislative proposals. A clear policy strengthens the City's ability to proactively engage in the legislative process, protect local control, and advance the City's strategic goals while maintaining accountability in how advocacy decisions are made.

Because the City has not adopted a Legislative Platform since 2024, South Pasadena currently lacks an updated framework that reflects current City Council goals, departmental priorities, or the City Manager's policy direction. The proposed Legislative Advocacy Policy establishes clear procedures for how the City will conduct advocacy. It outlines the process for evaluating legislation, defines the circumstances in which the City Manager may initiate advocacy based on the adopted Platform, and explains how unresolved or unclear matters must return to the City Council for formal consideration. By establishing a structured notification process for Councilmembers, staff, and City partners, the Policy reduces ambiguity and ensures that advocacy actions are coordinated through the City Manager's Office. The Policy also requires quarterly reporting to the City Council, improving transparency and documentation of all advocacy activities.

The proposed 2026 Legislative Platform outlines the City of South Pasadena's legislative priorities for the upcoming year and provides clear policy guidance for City staff when evaluating, monitoring, and responding to state and federal legislation. The Platform is organized by major policy areas that directly impact municipal operations and reflects updated City Council goals, departmental needs, and evolving legislative conditions.

- Financial Stability and Accountability:
    - Supports restoration and maintenance of transparent financial systems, modernization of accounting platforms, and improved fiscal reporting tools.
    - Supports grant funding, local revenue protection, and reimbursement programs for State mandates.
    - Opposes unfunded mandates, revenue shifts, or legislation that reduces local discretion over fees or financial management.
- Economic Development:

- Supports programs that strengthen local businesses, expand economic opportunities, and fund community revitalization and infrastructure that supports investment.
- Supports efforts that enhance equitable economic activity and neighborhood reinvestment.
- Opposes reductions in federal or State programs such as CDBG that directly support community economic development.

- Water Infrastructure:
  - Supports funding for water system rehabilitation, drought resilience, water recycling, and safe drinking water compliance.
  - Supports realistic implementation timelines for new water quality regulations.
  - Opposes statewide water public benefit charges unless funds remain local, and opposes unfunded mandates relating to water infrastructure upgrades.
  - Opposes legislation requiring density increases near transit that burden water systems without providing funding or capacity support.

- Street Infrastructure:
  - Supports ongoing funding for pavement management, sidewalk repair, right-of-way improvements, active transportation, and stormwater infrastructure.
  - Supports transportation programs that enhance safety, mobility, and multimodal access.
  - Opposes legislation that increases local transportation or stormwater burdens without adequate funding.
  - Opposes requirements tied to transit-adjacent development that shift infrastructure impacts onto cities without resources.

- Housing:
  - Supports funding for affordable housing, senior housing, homelessness prevention, and mental health services.
  - Supports flexibility in Housing Element implementation and realistic RHNA requirements.
  - Opposes legislation that eliminates meaningful local discretion or imposes housing mandates without infrastructure or public safety support.
  - Opposes statewide transit-oriented upzoning requirements—including SB 79-type legislation—that allow by-right density increases without consideration of infrastructure capacity, CEQA, historic districts, parcel constraints, or community character.

- Land Use and Zoning:
    - Supports strengthened local zoning authority and the ability to tailor regulations based on community context.
    - Supports reasonable reforms to State housing law that improve flexibility and allow cities to achieve compliance through locally appropriate planning tools.
    - Opposes mandated minimum densities, heights, or by-right entitlements imposed by the State.
    - Opposes legislation that prevents cities from applying context-sensitive or objective design standards, especially near transit corridors or historic areas.
- Local Control & Municipal Authority:
    - Supports preserving charter city authority and protecting municipal autonomy in governance, planning, and service delivery.
    - Supports local discretion over commissions, boards, fees, and regulatory systems.
    - Opposes legislation that overrides General Plans, Specific Plans, locally adopted zoning, or community-form policies.
    - Opposes one-size-fits-all State mandates, including transit-oriented zoning bills that bypass or diminish local democratic decision-making.
- Operational Efficiencies:
    - Supports legislation that enhances project management capacity, performance measurement systems, workforce development, and grant administration resources.
    - Supports streamlining State requirements that simplify compliance for small and mid-sized cities.
    - Opposes unfunded administrative mandates, duplicative reporting requirements, or new ministerial review obligations without staffing or financial support.
    - Opposes State-imposed transit-oriented ministerial review requirements that increase workload without implementation funding.
- Emergency Preparedness:
    - Supports legislation expanding emergency planning resources, Emergency Operation Center upgrades, disaster response training, hazard mitigation programs, and interoperable communication systems.
    - Supports funding that strengthens local resilience, mutual aid coordination, and support for vulnerable populations during emergencies.
    - Opposes unfunded emergency mandates, cost-shifting from State or federal

agencies, and restrictions on local authority to implement community-specific emergency policies.

The 2026 Legislative Platform serves as the substantive guide for what positions the City will take. It reflects updated City priorities and includes detailed support and opposition positions across key focus areas. Adoption of the Platform authorizes staff to prepare and submit legislative position letters on behalf of the City when proposed legislation is clearly aligned with the adopted priorities. This reduces delays in the City's advocacy response and ensures South Pasadena's positions are communicated to legislators and regulatory agencies in a timely manner.

Together, the Policy and Platform create a comprehensive and coordinated approach to legislative advocacy. The Policy governs the processes required to evaluate and communicate legislative positions, while the Platform provides the substantive policy direction necessary to guide those decisions. Their adoption will strengthen the City's ability to protect local control, secure funding opportunities, manage new regulatory requirements, and advance the City Council's strategic goals.

Fiscal Impact
While there is no fiscal impact with the adoption of a 2026 Legislative Platform, future implications on City finances could result from new legislation.

Attachment:
Attachment No. 1 - Resolution No. 7965
Attachment No. 2 - Proposed Legislative Advocacy Policy - Exhibit A
Attachment No. 3 - Proposed Legislative Platform - Exhibit B

CITY OF SOUTH PASADENA
RESOLUTION NO. 7965

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AUTHORIZING THE ADOPTION OF THE CITY OF SOUTH PASADENA LEGISLATIVE ADVOCACY POLICY

WHEREAS, the City of South Pasadena ("City") seeks to effectively advocate on behalf of its residents through a formal, streamlined process to meet the speed and frequency of state and federal legislative action; and

WHEREAS, the South Pasadena City Council ("City Council") instructs the City Staff ("Staff") on policy matters; and

WHEREAS, the City Council wishes to adopt the Legislative Advocacy Policy formalizing and streamlining the legislative advocacy procedures; and

WHEREAS, the Legislative Advocacy Policy will include an attachment exhibit of the South Pasadena Legislative Platform; and

WHEREAS, the City Council wishes to authorize City Staff to engage in legislative advocacy in accordance with the South Pasadena Legislative Platform without requiring affirmative City Council approval each time; and

WHEREAS, the Legislative Platform may be updated by City Staff and approved by the City Council on an annual basis; and

WHEREAS, an affirmative vote of a majority of City Council will be necessary to determine the City's official position if the City Council and/or Staff are unclear on the City's position in relation to the Legislative Platform.

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

SECTION 1. The City Council finds that all of the facts set forth in the Recitals of this Resolution are true and correct.

SECTION 2. Adopt the Legislative Advocacy Policy (Exhibit "A").

SECTION 3. Approve the City of South Pasadena 2026 Legislative Platform (Exhibit "B").

SECTION 4. Appoints the City Manager, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project; and

SECTION 5. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED, APPROVED AND ADOPTED on this 17th day of December, 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 17th day of December, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Mark Perez, Acting Chief City Clerk

City of South Pasadena, CA
Policy

Subject: Legislative Advocacy Policy	
Original Date: ***DRAFT 12/2025***	**Developed by: City Manager Office and City Council**
Revision Date:	**Approved by:**

PURPOSE:

To establish guidelines and standards regarding utilizing City resources to provide the City's position on proposed legislation to Federal, State, and Local elected officials. The Legislative Platform identifies the City's broad advocacy positions on issues and legislation. They are short-term in nature, typically speak to current issues, and support the Council and staff on intergovernmental matters. They are a component of the City Council Policies, which provide guidelines for City action in all areas of City business. City business is defined as all matters directly related to service delivery, or otherwise contributing to the City's operational success.

DEFINITIONS:

A. Legislative Advocacy:
   a. Writing letters or making phone calls to elected county, state, and federal representatives, including appointed officials and employees of those entities or representatives, or regulatory agencies or county, state and federal departments, in support or opposition of proposed legislation, rule or policy.
   b. Adopting resolutions with the City's position.

B. **Legislative Advocacy Quarterly Summary:** A compilation of the City's legislative advocacy work during the previous quarter.

C. **City Partner:** Organizations and coalitions that the City is a member of, or may or may not choose to join.

D. **Legislative Platform:** A document including the state and federal policy positions of the City, which is evaluated on an annual basis and must be approved by the City Council.

STATEMENT OF POLICY:

Each year the City Manager or designee, shall present a draft Legislative Platform to City Council. Once approved, these positions become the official City advocacy position on pending legislation.

The Legislative Platform is utilized by Councilmembers and staff throughout the year to determine City positions on legislation and intergovernmental issues and minimizes the need for staff to request direction from Council on legislation and issues as they arise.

The Legislative Advocacy Policy should not duplicate policies already cited in other Council Policy documents.

Throughout the year, staff monitors and researches pending legislation to identify bills that could significantly impact South Pasadena. Research actions range from web site research to contacting legislative analysts in government offices and city associations. Staff may conduct advocacy should issues arise throughout the year that significantly impact the City, and if Council positions have previously been established by the Legislative Platform.

To consolidate documents, underscore important issues, and focus the City's limited advocacy resources, the Legislative Advocacy Policy includes the City's annual Legislative Platform. Following annual Council approval, the current year's Legislative Platform will provide the substantive basis through City Council and City staff engage in legislative advocacy.

The City Manager, or designee, shall monitor the provisions of the Legislative Platform. Disagreement in interpretation of how proposed legislation either aligns or does not align with the Legislative Platform shall be resolved by the City Council. The City Manager or designee, may institute an administrative policy to implement this policy if necessary. At the time a new Councilmember is seated, the City Manager or designee, should review this policy and the Legislative Platform with him/her. Annually, the City Manager or designee, shall review the resource requirements necessary to support the level of service specified in this policy, and recommend as a part of the proposed budget necessary changes of budget resources.

PROCEDURES:

A. City Council to City Manager or Designee,:

1. A City Council member notifies the City Manager or designee, that a state or federal bill, a rule or policy proposed by a county, state or federal regulatory agency or department, or a proposed ordinance or resolution considered by a county conflicts or aligns with the Legislative Platform.

2. The City Manager or designee, and the relevant City Department Head(s) review the legislation to determine whether immediate action should be taken.

i. If yes, then the City Manager or designee, will engage in legislative advocacy in accordance with the position stated in the Legislative Platform.

1. The City Manager or designee, will electronically notify the City Council of the submission of a letter or intent to call the relevant representatives or agencies.
2. All legislative advocacy will be documented in a Legislative Advocacy Quarterly Summary.

3. If no, or if the City's position is unclear, then the City Manager or designee, will recommend (via electronic notification) the Councilmember request to

discuss the legislation, via the City Council agenda process, in order to adopt a position. If adopted, the vote will also include the next steps to perform legislative advocacy.

B. City Staff to City Manager or Designee,:

1. A City Staff member(s) notifies the City Manager or designee, that a state or federal bill, a rule or policy proposed by a county, state or federal regulatory agency or department, or a proposed ordinance or resolution considered by a county, conflicts or aligns with the Legislative Platform.

2. The City Manager or designee, reviews the legislation to determine whether immediate action should be taken.

i. If yes, then the City Manager or designee, will engage in legislative advocacy in accordance with the position stated in the Legislative Platform.
   1. The City Manager or designee, will electronically notify the City Council of the submission of a letter or intent to call the relevant representatives or agencies.
   2. All legislative advocacy will be documented in a Legislative Advocacy Quarterly Summary.

ii. If no, or if the City's position is unclear, the staff member will write a report to discuss during the next possible City Council meeting, and then the City Council will vote to adopt or deny the position. If adopted, the vote will also include the next steps to perform legislative advocacy.

C. City Partners to City Councilmember or City Manager or designee,:

The City of South Pasadena is a member of a number of organizations that monitor legislation including, but not limited to, the San Gabriel Valley Council of Governments, the League of California Cities, the Independent Cities Association, and the California Contract Cities Association. These organizations, as well as other coalitions aligned with the City's legislative priorities, inform Councilmembers and City Staff of opportunities to take formal positions on proposed legislation.

1. A City Partner notifies a City Council member or City Staff member of a state or federal bill, a rule or policy proposed by a county, state or federal regulatory agency or department, or a proposed ordinance or resolution considered by a county, that conflicts or aligns with the Legislative Platform.

2. If the City Council member is contacted by a City Partner, they notify the City Manager or designee, pursuant to the City Council to City Manager or designee, section above.

3. The City Manager or designee, and relevant Department Director(s) review the legislation to determine whether immediate action should be taken.

a. If yes, then the City Manager or designee, will engage in legislative advocacy in accordance with the position stated in the Legislative Platform.

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i. The City Manager or designee, will electronically notify the City Council of the submission of a letter or intent to call the relevant representatives or agencies.
ii. All legislative advocacy will be documented in a Legislative Advocacy Quarterly Summary.

b. If no, or if the City's position is unclear, the staff member will write a report to discuss during the next possible City Council meeting, and then the City Council will vote to adopt or deny the position. If adopted, the vote will also include the next steps to perform legislative advocacy.

D. Councilmember Individual Advocacy:

City Councilmembers may individually advocate on behalf of themselves regarding legislation impacting the City. If a City Councilmember chooses to engage in legislative advocacy on behalf of themselves, then they shall electronically notify the City Manager or designee,.

E. Legislative Advocacy Quarterly Summary:

The City Manager or designee, shall send a "Legislative Advocacy Quarterly Summary" to the City Council at the end of each quarter. The "Legislative Advocacy Quarterly Summary" is a compilation of the legislative advocacy work in the prior 3 months, and may be included in regular quarterly reports by the City Manager or designee,. The Summary will include:

1. A brief description of the letters sent, which includes date and purpose of advocacy.
2. The dates of phone calls with elected representatives and regulatory agencies if applicable.
3. The specific legislation discussed.

LEGISLATIVE PLATFORM

The City of South Pasadena's Legislative Platform will be proposed annually by City Staff and reviewed and approved by the City Council.

The City Council reviews and adopts the Legislative Platform, which forms the basis for legislative advocacy activities engaged in by City Council Members and City Staff.

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City of South Pasadena
Legislative Platform
2026

The primary objective of the Legislative Platform is for the City Council to adopt official City positions on specific legislative issues, including proposed state initiatives, at the start of the legislative session. The legislative platform will streamline the approval process by providing staff clear direction on pertinent issues at the beginning of the legislative session. Individual Councilmember advocacy is governed separately by Council Policy.

The Platform is developed and maintained using the goals and objectives adopted by the City Council, a review of legislative priorities from the League of California Cities, input from City Council and staff, research of current law and pending legislation, as well as discussions with local legislative staff and the City's legal counsel.

For proposed legislation, either consistent with the City's legislative priorities or consistent with legislative positions the City has taken in the past; City staff shall be authorized to prepare position letters for the Mayor's signature after City Council consideration. Council pre-authorization via adoption of the Platform suffices the "Council consideration" requirement for aligned legislation. Items not addressed in the City's legislative priorities will require further Council direction, and staff will be required to submit a request to Council. Legislative priorities may only address issues directly relevant to or impacting the provision of municipal services.

City departments are encouraged to monitor and be knowledgeable of any legislative issues related to their discipline. However, any requests for the City to take positions on a legislative matter must be directed to the City Manager's Office. City departments may not take positions on legislative issues without City Manager's Office review and approval.

Financial Stability and Financial Accountability

One of the City's highest legislative priorities is restoring and maintaining accurate, transparent, and timely financial reporting and budgeting systems. South Pasadena will advocate for full reimbursement of all state- and federally mandated programs, sustainable local revenue sources, expanded grant access, and financial systems

modernization. The City will oppose unfunded mandates, revenue shifts, and any actions that weaken local fiscal stability or impose new costs without funding.

The City Supports:

- Legislation that provides full reimbursement for all state- and federally mandated programs
- Legislation that strengthens and expands ongoing local revenue sources
- Legislation that increases access to grants for:
    - Financial audits and fiscal recovery
    - ERP and accounting system modernization
    - Technology replacement and cybersecurity
- Legislation that allows reasonable flexibility in the use of restricted funds

The City Opposes:

- Legislation that imposes unfunded or underfunded mandates
- Legislation that reallocates or reduces local sales tax, property tax, gas tax, etc.
- Legislation that preempts local authority over taxes and fees
- Legislation that increases municipal dependence on the State for fiscal stability

Economic Development

The City of South Pasadena supports legislative efforts that strengthen the local economy, attract investment, and support community revitalization.

The City Supports:

- Legislation that preserves or increases Community Development Block Grant (CDBG) funding
- Legislation that enhances business retention and attraction
- Legislation that provides incentives for community investment and revitalization
- Legislation that funds affordable housing production
- Legislation that supports broadband, water, transit, and active transportation infrastructure for economic development

The City Opposes:

- Legislation that reduces or eliminates CDBG or other core economic development funding

Water Infrastructure

The City of South Pasadena supports legislation that ensures reliable, affordable, and compliant water systems and provides the funding and regulatory flexibility necessary for long-term sustainability, water quality protection, conservation, and resilience. The City

advocates for practical, science-based approaches to water regulation that recognize the fiscal and operational realities of small and mid-sized cities.

The City Supports:

- Legislation that provides funding for water infrastructure, system reliability, water security, and emergency water supply projects
- Legislation that supports water reuse, recycling, conservation, and drought resilience programs
- Legislation that extends or provides reasonable compliance timelines for drinking water Maximum Contaminant Levels (MCLs) when necessary
- Legislation that funds replacement and rehabilitation of aging water mains, reservoirs, and treatment facilities
- Legislation that supports affordable, feasible solutions to meet state and federal water quality and treatment standards

The City Opposes:

- Legislation that mandates statewide water public-benefit charges, unless collected funds remain within the local community
- Legislation that imposes new water quality or treatment requirements without adequate capital, operational, and maintenance funding
- Legislation that establishes regulatory timelines without providing sufficient technical and financial resources
- Legislation or regulatory actions that exceed state or federal authority or impose duplicative compliance requirements on local agencies
- Legislation that requires significant increases in residential density near transit without providing adequate funding for expanded infrastructure such as water systems, stormwater capacity, streets, and utilities

Street Infrastructure

The City of South Pasadena supports legislation that provides sustained and flexible funding for the preservation, maintenance, and rehabilitation of local streets, sidewalks, and related right-of-way infrastructure. The City advocates for transportation funding structures that prioritize local needs, safety, and long-term system performance.

The City Supports:

- Legislation that provides direct appropriations and grant funding to cities for street, gutter, and sidewalk rehabilitation and maintenance

- Legislation that supports long-term pavement management and preventive maintenance programs
- Legislation that funds complete streets, active transportation, and pedestrian safety improvements
- Legislation that expands eligibility and reduces match requirements for local street and road grants
- Legislation that supports stormwater capture, drainage improvements, and pavement projects that improve roadway resilience

The City Opposes:

- Legislation that imposes new street or right-of-way maintenance mandates without full funding
- Legislation that shifts regional transportation infrastructure costs disproportionately to local agencies
- Legislation that restricts local discretion over street design, construction sequencing, or maintenance prioritization
- Legislation that reduces or redirects local street and road funding sources
- Legislation that requires significant increases in residential density near transit without providing adequate funding for expanded infrastructure such as streets, utilities, traffic improvements, public safety services, and school impacts

Housing

South Pasadena supports evidence-based solutions to expand housing supply, reduce homelessness, and implement state housing mandates while preserving historic resources and local discretion.

The City Supports:

- Legislation that funds affordable and senior housing development
- Legislation that supports homeless prevention programs, mental health, substance use, and veteran services
- Legislation that provides implementation flexibility under Housing Element and RHNA requirements
- Legislation that facilitates acquisition and reuse of Caltrans surplus properties for housing

The City Opposes:

- Legislation that eliminates meaningful local land use discretion

- Legislation that imposes housing production mandates without infrastructure funding
- Legislation that mandates transit-oriented upzoning that eliminates meaningful local discretion in determining appropriate density, scale, building massing, or neighborhood compatibility near transit stops
- Legislation that allows multi-family housing by-right in areas zoned for single-family or low-density uses without consideration of local planning documents, infrastructure capacity, public safety response times, or CEQA environmental constraints.
- Legislation that imposes uniform statewide development standards for transit-adjacent parcels without accounting for local conditions such as historic resources, hillside topography, small-parcel fragmentation, or high fire-risk areas

Land Use & Zoning

The City supports balanced development policies that protect local control while advancing achievable housing and development goals.

The City Supports:

- Legislation that strengthens local zoning and land use authority
- Legislation that increases funding for affordable housing
- Legislation that reforms Housing Element law to provide realistic housing goals and local flexibility
- Legislation that affirms local regulatory authority over cannabis and telecommunications facilities

The City Opposes:

- Legislation that imposes mandatory development standards in transit-intensive or residential neighborhoods without local discretion
- Legislation that restricts local land use control tied to transportation funding
- Legislation that diminishes local authority over communications infrastructure
- Legislation that preempts local zoning authority by imposing State-mandated minimum densities, heights, setbacks, or by-right entitlements within fixed distances of transit stops
- Legislation that prevents cities from tailoring zoning and development standards to address unique small-city constraints, historic district protections, and established neighborhood form
- Legislation that restricts a city's ability to apply context-sensitive design standards or objective development standards to ensure compatible development near transit corridors

Local Control & Municipal Authority

South Pasadena affirms its longstanding commitment to preserving local control over municipal affairs, land use, governance, and service delivery. The City supports legislation that strengthens local decision-making while enabling regional collaboration when appropriate. The City opposes any efforts that erode municipal authority through state or federal preemption, whether enacted through legislation or ballot

The City Supports:

- Legislation that enhances city authority and local control
- Legislation that streamlines municipal operations while preserving local discretion
- Legislation that promotes regional collaboration without eroding local authority

The City Opposes:

- Legislation that preempts municipal authority through state or federal action
- Legislation that diminishes local zoning, fee-setting, or commission governance authority
- Legislation that overrides a city's adopted General Plan, Specific Plans, Housing Element implementation tools, or locally adopted community-form principles by imposing State-controlled zones near transit stations
- Legislation that imposes one-size-fits-all zoning mandates on charter cities and small jurisdictions without regard to local democratic processes, community planning priorities, or public engagement

Operational Efficiencies

The City of South Pasadena recognizes that effective municipal service delivery depends on strong internal systems, a stable and high-performing workforce, and modern tools for managing projects, performance, and grants. The City will advocate for legislation that strengthens local government operations by improving access to technology, reducing unnecessary administrative burdens, supporting workforce recruitment and retention, and preserving local flexibility in labor relations. These priorities directly support the City's efforts to implement project management systems, establish key performance indicators, enhance grant administration capacity, and maintain a competitive and resilient municipal workforce.

The City Supports:

- Legislation that provides funding for project management, reporting, and tracking systems to improve delivery of capital and operational projects.
- Legislation that expands resources for grant administration staffing, technical assistance, and capacity-building for local agencies

- Legislation that supports development and implementation of performance measurement systems and departmental Key Performance Indicators (KPIs)
- Legislation that funds local government workforce recruitment, retention, training, succession planning, and professional development programs
- Legislation that streamlines state and federal grant compliance, reporting, and reimbursement processes to reduce the administrative burden on cities
- Legislation that preserves reasonable local flexibility in labor negotiations, personnel management, and workforce practices

The City Opposes:

- Legislation that imposes new administrative, reporting, or compliance requirements without corresponding funding
- Legislation that creates disproportionate regulatory or administrative burdens for small and mid-sized cities
- Legislation that restricts local authority over personnel classification, compensation, hiring, discipline, or workforce structure.
- Legislation that mandates costly workforce, labor, or benefit changes without offsetting financial support
- Legislation that expands grant programs with overly complex, duplicative, or unfunded compliance requirements
- Legislation that imposes new ministerial review obligations, accelerated timelines, or ministerial approvals for State-mandated transit-oriented development without providing staffing resources, implementation funding, or technical assistance
- Legislation that results in unfunded or underfunded mandates requiring the redirection of limited municipal staffing away from essential City operations

Emergency Preparedness

Emergency preparedness is essential to protecting the community and ensuring the City's ability to respond to and recover from natural disasters, public health emergencies, infrastructure failures, and other hazards. The City supports legislation that strengthens local emergency operations, enhances public safety communication systems, expands access to preparedness resources, and provides funding for resiliency planning, Emergency Operations Center (EOC) capabilities, and mutual aid coordination. The City opposes unfunded mandates, cost-shifting of emergency responsibilities to local agencies, and legislation that limits the City's ability to implement emergency policies tailored to local conditions.

The City Supports:

- Legislation that provides funding for emergency preparedness planning, disaster response training, community resiliency programs, and public alert and communication systems.
- Legislation that supports local hazard mitigation planning, wildfire prevention, brush and vegetation management, seismic retrofitting programs, and efforts to address climate-driven emergency risks.
- State and federal grant programs that assist local agencies in upgrading Emergency Operations Centers (EOCs), emergency communication platforms, backup power systems, and continuity-of-operations planning.
- Legislation that strengthens mutual aid systems, regional emergency coordination, interoperable communication networks, and resource-sharing among public safety agencies.
- Legislation that supports expansion of CERT programs, public education on emergency preparedness, and support for vulnerable or access-and-functional-needs populations during emergencies.
- Funding for public safety staffing, equipment, and technology that enhances all-hazards preparedness, response, and recovery capabilities.

The City Opposes:

- Legislation that imposes emergency management or public safety mandates without providing adequate funding for staffing, equipment, technology, or compliance.
- Legislation that shifts State or federal emergency response responsibilities, or unfunded disaster-related costs, onto local governments.
- Legislation that restricts or preempts local authority to adopt emergency regulations tailored to community needs, geographic conditions, or local hazard profiles.
- Legislation that creates duplicative or administratively burdensome emergency-preparedness reporting requirements that divert local resources away from operations.
- Legislation that reduces or eliminates State or federal funding sources for emergency preparedness, homeland security, or disaster recovery programs.

City Council Agenda Report

ITEM NO. 30

DATE: December 17, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Greg Lloyd, Fire Chief

SUBJECT: **CONSIDERATION OF INTRODUCTION AND ADOPTION OF URGENCY ORDINANCE NO 2410 OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING CHAPTER 14 (FIRE PREVENTION) OF THE CITY OF SOUTH PASADENA MUNICIPAL CODE BY MODIFYING CERTAIN PROVISIONS THEREIN AND ADOPTING BY REFERENCE THE 2025 CALIFORNIA FIRE CODE AND THE 2025 CALIFORNIA WILDLAND-URBAN INTERFACE CODE WITH CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO AND DECLARING THE URGENCY THEREOF**

Recommendation

It is recommended that the City Council Introduce, waive full reading and adopt Urgency Ordinance No. 2410 adopting the 2025 California Fire Code (CFC) and associated appendices (B, BB, C, CC, D, H, I, K, and N), together with the 2025 California Wildland-Urban Interface Code, with an effective date of January 1, 2026.

Executive Summary

The 2025 California Fire Code and the 2025 California Wildland-Urban Interface (WUI) Code become effective statewide on January 1, 2026. The City's primary adopting ordinance, Ordinance No. 2408, has been introduced but, due to noticing requirements, will be presented for second reading on December 17, 2025, and will not take effect until January 16, 2026.

To prevent a lapse in enforceability of the updated fire code during the transition period, staff recommends adoption of an urgency ordinance that will take effect on January 1, 2026. When Ordinance No. 2408 becomes effective, the Urgency Ordinance will be superseded automatically.

This interim action ensures continuous enforcement of fire and life safety standards, particularly the City's longstanding sprinkler and fire alarm thresholds, hillside requirements, access provisions, and other local amendments.

An urgency ordinance requires a 4/5 affirmative vote of the City Council so that the ordinance can be adopted.

Background
The California Building Standards Commission updates the State building and fire codes every three years. Title 24, Part 9 (California Fire Code) and Part 7 (California Wildland-Urban Interface Code) take effect statewide on January 1 of the new code cycle.

Local jurisdictions must adopt these codes with any amendments supported by findings of local climatic, geological, or topographical conditions. South Pasadena has historically adopted local enhancements to fire protection, including sprinkler thresholds, fire alarm triggers, hillside access requirements, and administrative procedures governing fire permits.

Ordinance No. 2408 updates Chapter 14 of the South Pasadena Municipal Code to adopt the 2025 CFC and WUI Code with local amendments. Due to a postponement of the second reading, Ordinance No. 2408 will not take effect until January 16, 2026, creating a temporary gap in enforcement of the updated code.

Analysis
Pursuant to Government Code Section 36937, the city may adopt an urgency ordinance that will take effect immediately, if the ordinance is for the immediate preservation of the public peace, health or safety. A urgency declaration of the facts constituting the urgency must be included and the ordinance must be passed by a four-fifths vote of the city council. As stated in the declaration in the urgency ordinance, the amendments made by the City to the Fire Code and Wildland Urban Interface Code providing greater protection to the public health, safety and welfare, will not become effective until after January 1, 2026, unless the codes and the amendments are adopted by an urgency ordinance. Such a delay in adoption of more protective building standards, particularly the City's longstanding sprinkler and fire alarm thresholds, hillside requirements, access provisions, and other local amendments, which are primarily designed to protect the health, safety and welfare of persons within the City of South Pasadena, would result in less stringent building standards being operative and would constitute an immediate threat to the public health, safety and welfare until the new standards take effect.

Without interim action, the City would lack enforceability of its updated local amendments until Ordinance No. 2408 takes effect.

Key Elements of Urgency Ordinance No. 2410

1. Adoption of the 2025 California Fire Code with Appendices
   Incorporates Appendices B, BB, C, CC, D, H, I, K, and N.
2. Adoption of the 2025 California Wildland-Urban Interface Code
   Ensures continuity of WUI requirements for hillside neighborhoods and areas of increased wildfire risk.
3. Creation of Section 14.3 as a permanent administrative section
   Centralizes permit procedures, expiration provisions, fees, and appeals.
   This eliminates the need to re-adopt these provisions every code cycle.
4. Clarification that CFC administrative sections reference Section 14.3
   Applies uniform local administration to CFC Sections 105.2.3, 105.2.4, 105.3.1, 105.3.2, and 108.1.
5. Reaffirmation of local sprinkler and alarm amendments
   The City's long-established thresholds in Sections 903.2 et seq. and 907.2 are retained without change.

Fiscal Impact
There is no fiscal impact associated with this action.

Attachment:
Attachment No. 1 - Urgency Ordinance No. 2410

CITY OF SOUTH PASADENA
ORDINANCE NO. 2410

AN URGENCY ORDINANCE OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING CHAPTER 14 (FIRE PREVENTION) OF THE CITY OF SOUTH PASADENA MUNICIPAL CODE BY MODIFYING CERTAIN PROVISIONS THEREIN AND ADOPTING BY REFERENCE THE 2025 CALIFORNIA FIRE CODE AND THE 2025 CALIFORNIA WILDLAND-URBAN INTERFACE CODE WITH CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO AND DECLARING THE URGENCY THEREOF

WHEREAS, the 2025 California Fire Code (California Building Standards Code Title 24, Part 9) and 2025 California Wildland-Urban Interface Code (California Building Standards Code Title 24, Part 7) have been published on July 1, 2025 by the California Building Standards Commission and will take effect on January 1, 2026; and

WHEREAS, the City of South Pasadena (City) is permitted by state law to amend the California Building Standards Code based local climatic, geologic and/or topographic conditions; and

WHEREAS, the City is in the County of Los Angeles, and is subject to long periods of dry, hot, and windy climates, which increase the chance of a fire occurring and predispose the City to large destructive fires. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in moderate density housing or vegetation. These fires spread very quickly and create a need for increased levels for fire prevention and protection; and

WHEREAS, the geographic layout and contours of the City create barriers for accessibility for fire suppression forces. Due to the City's close proximity to major fault lines, there is a significant possibility for multiple fires spreading out of control due to ruptured gas lines and multiple structural collapses. Because of the major earthquake hazard, and due to some older nonconforming buildings, it is necessary during new construction or building renovation to use the City ordinance to control and minimize conditions hazardous to life and property, which may result from fire, hazardous materials or an explosion; and

WHEREAS, Assembly Bill 130 (Chapter 196, Statutes of 2025) temporarily restricts local amendments to residential building standards between

October 1, 2025, and June 1, 2031, except where those amendments are necessary to protect health and safety or address local emergency conditions; and

WHEREAS, the City of South Pasadena Fire Department operates within a mixed topography that includes steep hillside neighborhoods, winding roadways, limited street access, and mature vegetation that collectively present increased fire hazard and response constraints; and

WHEREAS, the City's water supply and fire flow availability in hillside areas is limited due to elevation changes and line capacity, which can result in reduced hydrant pressure and delayed fire suppression effectiveness; and

WHEREAS, residential additions and alterations of certain sizes within these areas, where fire sprinklers do not currently exist, increase the combustible load and fire spread potential in close proximity to adjacent dwellings; and

WHEREAS, based on these local climatic and topographical conditions, the City Council finds it reasonably necessary to amend Fire Code stricter for residential additions or alterations in order to protect life and property from fire hazard; and

WHEREAS, the City finds that the amendments qualifies under AB 130 (2025) as a local change necessary to protect health and safety and therefore may be adopted notwithstanding temporary restrictions on residential code amendments.

WHEREAS, the City finds that amendments to the 2025 California Fire Code is necessary because of local climatic, geologic and/or topographic conditions and that the residential amendments qualifies under AB 130 (2025) as a local change necessary to protect health and safety, and therefore may be adopted notwithstanding temporary restrictions on residential code amendments: and

WHEREAS, the findings supporting the necessity for the amendments to Fire Code herein are contained in Exhibit A to this ordinance in accordance with California Health and Safety Code Section 18941.5 and such findings are adopted and incorporated by reference herein; and

WHEREAS, in accordance with Section 15061(b)(3) of Title 14 of the California Code of Regulations, the adoption of local amendments to the California Building Standards Code which amend the South Pasadena Municipal Code are exempt from the provisions of the California Environmental Quality Act because such actions are largely administrative in nature, are designed to improve and not degrade environmental quality, and the impacts of these local amendments to the building standards code will not adversely affect the environment in any manner that could be significant.

WHEREAS, to the extent the provisions of this Ordinance are substantially the same as previous provisions of the South Pasadena Municipal Code, these provisions shall be construed as continuations of those provisions and not as new enactments.

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

SECTION 1. The facts set forth in the recitals of this Ordinance are true and correct and incorporated herein as if set forth in full and their findings to be true and correct.

SECTION 2. Section 14.3 of Chapter 14 (Fire Prevention) of the South Pasadena Municipal Code is amended to read as follows:

"14.3 FIRE CODE ADMINISTRATION

14.3.1 Purpose. The purpose of this section is to establish certain administrative procedures for the enforcement of fire code standards specific to the City. All other administrative provisions not addressed herein shall be governed by Chapter 1, Division II of the California Fire Code, as incorporated by reference by section 14.4 of this code.

14.3.2 Time limitation of application. An application for a permit for any proposed work or operation shall be deemed to have been abandoned one year after the date of filing, unless such application has been diligently prosecuted or a permit shall have been issued.

14.3.3 Action on application. When requested in writing by the applicant prior to or not more than 90 days after the expiration of application, the fire official may extend the time for action by the applicant.

14.3.4 Permit Expiration. An operational permit shall remain in effect until reissued, renewed or revoked, or for such a period of time as specified in the permit. Construction permits issued by the fire official under the provisions of

this Code shall expire automatically by limitation and become null and void one year after the date of the last required inspection approval by the fire official, or if work authorized by such permit is not commenced within one year from the issuance date of such permit. Before such work can be commenced or recommenced, a new permit shall be first obtained.

14.3.5 Fees. Plan review fees, permit fees, services and inspections required by the provisions of the codes adopted in this chapter, shall be as adopted by separate resolution and/or ordinance. Plan review fees shall be paid at the time of plan review submittal. In addition to the aforementioned fees, the fire code official may require additional charges for review required by changes, additions or revisions of approved plans or reports, and for services beyond the first and second check due to changes, omissions or errors on the part of the applicant. Permit fees shall be paid at the time of permit issuance.

14.3.6 Board of Appeals Fees. A filing fee established by separate fee resolution or ordinance shall be paid to the fire official whenever a person requests a hearing or a rehearing before the appeals boards provided for in this section. All requests to appeal determinations, orders or actions of the fire official or to seek modifications of previous orders of the appeals boards shall be presented in writing.

14.3.7 Investigation Fees for Failure to comply with Stop Work Order. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, be liable to pay an investigation fee of not less than five hundred ($500.00) dollars or more than one thousand ($1,000.00) dollars.

14.3.8 Definitions. In addition to the definitions specified in Chapter 2 of the Fire Code as adopted by reference by this code, the following certain terms, phrases, words and their derivatives shall be construed as specified in this section. Terms, phrases and words used in the masculine gender include the feminine, and the feminine includes the masculine. In the event of conflicts between these definitions and definitions that appear elsewhere in this Code, these definitions shall govern and be applicable.

BUILDING CODE shall mean the City of South Pasadena Building Code.

ELECTRICAL CODE shall mean the City of South Pasadena Electrical Code.

FIRE CHIEF shall mean the Chief Officer of the City of South Pasadena Fire Department.

FIRE CODE shall mean the California Code of Regulations Title 24, Part 9, as adopted and amended by the City of South Pasadena, depending on the context.

FIRE CODE OFFICIAL shall mean the Fire Chief or other member of the fire service appointed by the Fire Chief, charged with the administration and enforcement of this Code.

MECHANICAL CODE shall mean the City of South Pasadena Mechanical Code.

PLUMBING CODE shall mean the City of South Pasadena Plumbing Code.

RESIDENTIAL CODE shall mean the City of South Pasadena Residential Code.

WILDLAND-URBAN INTERFACE CODE (WUI) shall mean the California Code of Regulations Title 24, Part 7 as adopted and amended by the City of South Pasadena depending on the context."

SECTION 3. Section 14.4 of Chapter 14 (Fire Prevention) of the South Pasadena Municipal Code is amended as follows:

"**14.4 FIRE CODE ADOPTED – WHERE FILED.**

The 2025 California Fire Code and Appendices B, BB, C, CC,D, H, I, K, N set forth in Title 24 Part 9 of California Code of Regulations, as published by the California Building Standards Commission, is hereby adopted by reference pursuant to the provisions of Sections 50022.1 through 50022.10 of the Government Code of the State of California as though fully set forth herein and made a part of the South Pasadena Municipal Code with the same force and effect as though set out in full, including all of the regulations, revisions, conditions and terms contained therein except as revised in this ordinance.

In accordance with Section 50022.6 of the California Government Code, not less than one copy of said California Fire Code together with any and all amendments thereto proposed by the City, has been and is now filed in the office of the Fire Department, shall remain on file with the Fire Chief, and shall collectively be known as the *City of South Pasadena Fire Code* and may be cited as Chapter 14, Section 14.4 of the City of South Pasadena Municipal Code."

SECTION 4. Section 14.5 of Chapter 14 (Fire Prevention) of the South

Pasadena Municipal Code (SPMC) is amended to read as follows:

"**14.5 FIRE CODE – MODIFIED**

Chapter 1 Division II, Chapter 6 and Chapter 9 of Title 24, Part 9 of the California Code of Regulations (2025 California Fire Code) adopted by reference as the fire code of the city of South Pasadena are hereby amended, deleted or added as follows:

1. Section 101.1 is amended in its entirety to read as follows:

   101.1 Title. These regulations shall be known as the Fire Code of the City of South Pasadena hereinafter referred to as "this" code"

2. Sections 105.2.3, 105.2.4, 105.3.1, 105.3.2, 108.1 are amended to read as follows:
   105.2.3 Time limitation of application. The administration of this section shall be as set forth in Section 14.3 of Chapter 14 of this Code.
   105.2.4 Action on application. The administration of this section shall be as set forth in Section 14.3 of Chapter 14 of this Code.
   105.3.1 Expiration. The administration of this section shall be as set forth in Section 14.3 of Chapter 14 of this Code.
   105.3.2 Extensions. The administration of this section shall be as set forth in Section 14.3 of Chapter 14 of this Code.
   108.1 Fees. The administration of this section shall be as set forth in Section 14.3 of Chapter 14 of this Code.

3. Section 605.7.2 is amended in its entirety to read:

   605.7.2 Spark Arrestor. Each chimney and incinerator in conjunction with any fireplace or heating appliance in which solid or liquid fuel is used shall be maintained with an approved spark arrestor having openings not larger than one-half inch and constructed of iron, heavy wire mesh or other noncombustible material

4. Section 903.2.1.1 Group A-1, Item number 1 is amended in its entirety to read: The fire area exceeds 6,000 square feet.

5. Section 903.2.1.2 Group A-2, Item number 1 is amended in its entirety to read: The fire area exceeds 2,250 square feet.

6. Section 903.2.1.3 Group A-3, Item number 1 is amended in its entirety to read: The fire area exceeds 6,000 square feet.

7. Section 903.2.1.4 Group A-4, Item number 1 is amended in its entirety to read: The fire area exceeds 6,000 square feet.

8. Section 903.2.3 Group E, Item number 1 is amended in its entirety to read: Throughout all Group E fire areas greater than 6,000 square feet in fire area or with a calculated occupant load of 100 persons.

9. Section 903.2.4 Group F-1, Item numbers 1 and 3 are amended in its entirety to read:
   1. A Group F-1 fire area exceeds 6,000 square feet.
   3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 12,000 square feet.

10. Section 903.2.7 Group M, Item numbers 1 and 3 are amended in its entirety to read:
    1. Group M fire area exceeds 6,000 square feet.
    3. The combined area of all Group M fire areas on all floors including, any mezzanines, exceeds 12,000 square feet.

11. Section 903.2.8 Group R, Exceptions, numbers 1 through 4 are deleted.

12. Section 903.2.9 Group S-1, Item numbers 1 and 3 are amended in its entirety to read:
    1. A Group S-1 fire area exceeds 6,000 square feet.
    3. The combined area of all Group S-1 fire areas on all floors including, any mezzanines, exceeds 12,000 square feet.

13. Section 903.2.9.1 Repair Garages, Item numbers 1 and 2 are amended in its entirety to read:
    1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 5,000 square feet.
    2. Buildings no more than one story above grade plane, with a fire area containing
    a repair garage exceeding 6,000 square feet.

14. A new section 903.2.11.7 added to read:
    903.2.11.7 Buildings three or more stories in height. Regardless of occupancy

type, an automatic sprinkler system shall be installed throughout all buildings or structures three or more stories in height above grade plane.

Exception: Open parking structures.

15. A new section 903.2.11.8 added to read:
903.2.11.8 Structures exceeding 6,000 square feet in fire area. Regardless of occupancy type, an automatic sprinkler system shall be installed throughout all buildings or structures, exceeding 6,000 square feet in total fire area.

Exception: Open parking structures.

16. A new section 903.2.11.9 added to read:
903.2.11.9 Additions and alterations. All existing buildings and structures, regardless of the type of construction, type of occupancy or area, shall be provided with an automatic sprinkler system conforming to Section 903.3 and this code upon
the occurrence of any of the following conditions:
    1) An addition of over 750 square feet to any building or structure which creates a fire area large enough that if the existing building or structure plus proposed work were being built new today, an automatic sprinkler system would be required under this code;
    2) Any addition to an existing building which has fire sprinklers installed.
    3) Within any twelve (12) calendar month period of time, any alteration, including repairs, to any existing building or structure, where the valuation of the proposed work exceeds fifty percent (50%) of the valuation of the entire building or structure, as determined by the Building Official, and where such alteration, including repairs, creates or alters a fire area large enough that if the existing building or structure were being built new today, an automatic sprinkler system would be required by this code.
    4) Within any twelve (12) calendar month period of time, combination of any addition and alteration to any existing building or structure where the valuation of the proposed work exceeds fifty percent (50%) of the valuation of the entire building or structure, as determined by the Building Official, and where such addition and alteration creates or alters a fire area large enough that if the existing building or structure were being built new today, an automatic sprinkler system would be required by this code.
    5) An automatic sprinkler system shall be installed throughout any existing Group R Occupancy building when the floor area of the Alteration or Combination of an Addition and Alteration, within any twelve (12) calendar month, is 50% or more of area and or valuation of the existing structure and where the scope of the work exposes building framing and facilitates sprinkler installation and is such that the Fire Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

17. Section 907.2 is amended in its entirety to read:

907.2 Where required—new buildings and structures. An approved fire alarm

system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.29 and provide occupant notification in accordance with Section 907.5, unless other requirements are provided by another section of this code.

Regardless of the Occupancy Group an approved manual, automatic or manual and automatic fire alarm system complying with Sections 907.2.1 through 907.2.29 shall be provided in all new buildings with a fire area exceeding 3,000 square feet and where other sections of this code allow elimination of fire alarm system, such exceptions shall not apply.

A minimum of one manual fire alarm box shall be provided in an approved location to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or water-flow detection devices. Where other sections of this code allow elimination of fire alarm boxes due to sprinklers or automatic fire alarm systems, a single fire alarm box shall be installed at a location approved by the enforcing agency. “

SECTION 5. Section 14.6 of Chapter 14 (Fire Prevention) of the South Pasadena Municipal Code is amended as follows:

“**14.6 CALIFORNIA WILDLAND-URBAN INTERFACE CODE, ADOPTED – WHERE FILED.**

The 2025 California Wildland-Urban Interface Code (WUI) and its Appendices set forth in Title 24 Part 7 of California Code of Regulations, as published by the California Building Standards Commission, is hereby adopted by reference pursuant to the provisions of Sections 50022.1 through 50022.10 of the Government Code of the State of California as though fully set forth herein and made a part of the South Pasadena Municipal Code with the same force and effect as though set out in full, including all of the regulations, revisions, conditions and terms contained therein except as revised in this ordinance.

In accordance with Section 50022.6 of the California Government Code, not less than one copy of said California Wildland-Urban Interface Code (WUI) together with any and all amendments thereto proposed by the City, has been and is now filed in the office of the Fire Department, shall remain on file with the Fire Chief, and shall collectively be known as the *City of South Pasadena Wildland-Urban Interface Code (WUI) Code* and may be cited as Chapter 14, Section 14.8 of the City of South Pasadena Municipal Code.”

SECTION 6. A new Section 14.7 is hereby added to Chapter 14 (Fire Prevention) of the South Pasadena Municipal Code to read as follows:

14.7 Penalty—Violations.

1. Any person, firm or corporation violating any provisions of this Chapter 14

shall be deemed guilty of a misdemeanor and, upon conviction thereof shall be punishable in accordance with chapter 1 of this Code. The issuance or granting of a permit or approval of plans and specifications shall not be deemed or construed to be a permit for, or an approval of, any violation of any of the provisions of this code. No permit presuming to give authority to violate or cancel the provisions of this code shall be valid, except insofar as the work or use which is authorized is lawful.

2. Violations including aiding, abetting, and concealing. Every person who causes, aids, abets or conceals the fact of a violation of any provisions of this Chapter 14 is guilty of violating this code.

3. Enforcement by civil action. In addition to the penalties provided herein, the provisions of Chapter 14 may be enforced by civil action. Any condition existing in violation of this code is a public nuisance and may be summarily abated by the city."

SECTION 7. Continuing Actions and Pending Matters. The adoption of the City Fire Code, and Wildland-Urban Interface Code and the repeal, addition or amendment of ordinances by this Code shall not affect the following matters:

1. Actions and proceedings which began the effective date of this Code.
2. Prosecution for ordinance violations committed before the effective date of this Code.
3. Licenses and penalties due and unpaid at the effective date of this Code, and the collection of these licenses and penalties.
4. Bonds and cash deposits required to be posted, filed or deposited pursuant to any ordinance.
5. Matters of record which refer to or are connected with ordinances the substances of which are included in this code; these references shall be construed to apply to the corresponding provisions of the Code.

SECTION 8. The City Council hereby declares that, should any provision, section, subsection, paragraph, sentence, clause, phrase, or word of this ordinance or any part thereof, be rendered or declared invalid or unconstitutional by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, such decision or action shall not affect the validity of the remaining section or portions of the ordinance or part thereof. The City Council hereby declares that it would have independently adopted the remaining provisions, sections, subsections, paragraphs, sentences, clauses, phrases, or words of this ordinance irrespective of the fact that any one or more provisions, sections, subsections, paragraphs, sentences, clauses, phrases, or words may be declared invalid or unconstitutional.

SECTION 9. Urgency Findings. The City Council finds that it is necessary, for the immediate preservation of the public health, safety and welfare, that this Ordinance take effect immediately. In the absence of immediate effectiveness, the 2025 California Fire Code and the 2025 California Wildland-Urban Interface Code (collectively ("CFC") will take effect on January 1, 2026, while the amendments to the CFC adopted herein and providing greater protection to the public health, safety and welfare, will not become

effective until after said date, unless the CFC and amendments to building standards therein, as set forth herein, are adopted by urgency ordinance. Such a delay in adoption of more protective building standards, particularly the City's longstanding sprinkler and fire alarm thresholds, hillside requirements, access provisions, and other local amendments, which are primarily designed to protect the health, safety and welfare of persons within the City of South Pasadena, would result in less stringent building standards being operative and would constitute an immediate threat to the public health, safety and welfare until the new standards take effect. Therefore, the City Council adopts this Ordinance as an urgency ordinance, effective immediately and operative on January 1, 2026.

SECTION 10. The City Clerk shall certify to the adoption of this Urgency Ordinance. The City Clerk shall cause this Ordinance to be filed with the California Building Standards Commission at 2525 Natomas Park Drive, Suite 130, Sacramento, CA 95833.

SECTION 11. This Urgency Ordinance shall be effective on January 1, 2026.

PASSED, APPROVED, AND ADOPTED this 17th day of December 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. 2410 was duly and regularly approved and adopted at a Regular meeting of the City Council on this 17th day of December 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

Exhibit A
2025
LOCAL AMENDMENTS FINDINGS

Climatic Conditions: Due to City's densely populated municipality located in the County of Los Angeles and is subject to long periods of dry, hot climate and exposed to Santa Ana winds which increase the possibility of fire occurring

Geographic and Topographical Conditions: The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reaches the flashover temperature, which causes loss of life and property damage. The City's water supply and fire flow availability in hillside areas is limited due to elevation changes and line capacity, which can result in reduced hydrant pressure and delayed fire suppression effectiveness. Fire Department operates within a mixed topography that includes steep hillside neighborhoods, winding roadways, limited street access, and mature vegetation that collectively present increased fire hazard and response constraints.

CODE SECTION	TITLE (CLARIFICATION	EXPRESS FINDINGS
Chapter I Division II	ADMINISTRATIVE	N/A
603.8.2	Spark Arrestor	CLIMATIC
903.2.1.1	Group A-1 Item No. 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL
903.2.1.2	Group A-2 Item No. 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL
903.2.1.3	Group A-3 Item No. 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL
903.2.1.4	Group A-4 Item No. 1	CLIMATIC/GEOGRAPHIC
903.2.3	Group E Item number 1	TOPOGRAPHICAL
903.2.4	Group F-1 Item number 1	CLIMATIC/GEOGRAPHIC
903.2.4	Group F-1 Item number 3	TOPOGRAPHICAL
903.2.7	Group M Item number 1	CLIMATIC/GEOGRAPHIC
903.2.7	Group M Item number 3	TOPOGRAPHICAL
903.2.8	Group R. Exception Numbers 1 through 4	CLIMATIC/GEOGRAPHIC
903.2.9	Group S-1 Item number 1	TOPOGRAPHICAL
903.2.9	Group S-1 Item number 3	CLIMATIC/GEOGRAPHIC
903.2.9.1	Repair Garages Item number 1	TOPOGRAPHICAL
903.2.9.1	Repair Garages Item number 2	CLIMATIC/GEOGRAPHIC
A new section 903.2.11.7	Buildings three or more stories in height	TOPOGRAPHICAL
A new section 903.2.11.8	Structures exceeding 6,000 square feet in fire area:	CLIMATIC/GEOGRAPHIC
A new section 903.2.11.9	Additions and alterations	TOPOGRAPHICAL
907.2	Where required—new buildings and structures	CLIMATIC/GEOGRAPHIC

City Council Agenda Report

ITEM NO. 31

DATE: December 17, 2025

FROM: Janet Braun, Mayor

PREPARED BY: Mark Perez, Acting Chief City Clerk

SUBJECT: **CONSIDERATION OF REAPPOINTMENTS TO CITY BOARDS, COMMISSIONS, AND COMMITTEES**

Recommendation

It is recommended that the City Council re-appoint the following residents to City Boards, Commissions, and Committees:

1. Kristen Carlblom to the Cultural Heritage Commission for a full-term beginning January 1, 2026 and ending on December 31, 2028.
2. Jeremy Ding to the Cultural Heritage Commission for a full-term beginning January 1, 2026 and ending on December 31, 2028.
3. James Martin to the Planning Commission for a full-term beginning January 1, 2026 and ending on December 31, 2028.
4. Deloris Piazza to the Public Art Commission for a full-term beginning January 1, 2026 and ending on December 31, 2028.

Executive Summary

The item is considering the re-appointment of four members to City Boards and Commissions for terms beginning January 1, 2026 and ending on December 31, 2028. The recruitment for vacancies continues through ongoing community outreach. The remaining upcoming vacancies are expected to be filled on January 14, 2026.

Background

The South Pasadena Municipal Code (SPMC) Section 2.23(a) states that, “Unless otherwise specified in this article, all boards and commissions shall consist of five adult members, all board and commission members to be appointed by the mayor of the city with at least three affirmative votes of the city council.” Vacancies other than by expiration of a term shall be filled by the mayor, with approval of the city council, for the unexpired portion of the term SPMC Section 2.26(a). The term of office for commissions is three years for a full term, running from January 1 through December 31. See, SPMC Section 2.25(a).

The City has continued community outreach to solicit applications to fill these and other advisory body vacancies. Existing unscheduled vacancies and vacancies occurring in 2025 have been posted on the City’s website consistent with the Maddy Act. For residents interested in serving on a City advisory body, the application is available on the City website or in the City Clerk’s Office.

Fiscal Impact

Cost for onboarding, training, and conducting commission meetings have been accounted for in department budgets.