CITY OF SOUTH PASADENA
CITY COUNCIL

AGENDA

REGULAR COUNCIL MEETING
WEDNESDAY, NOVEMBER 19, 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	Omari Ferguson

PUBLIC COMMENT GUIDELINES

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

Public Comments received in writing will not be read aloud at the meeting, but will be part of the meeting record. Written public comments will be uploaded to the City website for public viewing under Additional Documents. When submitting a public comment, please make sure to include the following:
1) Name (optional), and
2) Agenda item you are submitting public comment on.
3) Submit by no later than 12:00 p.m., on the day of the City Council meeting. Correspondence received after this time will be distributed the following business day.

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

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

CLOSED SESSION ANNOUNCEMENTS

1. CLOSED SESSION ANNOUNCEMENTS

PUBLIC COMMENT

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

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

PRESENTATIONS

3. A LEGISLATIVE UPDATE FROM THE OFFICE OF SENATOR PÉ REZ

INFORMATIONAL REPORTS

4. CAPITAL IMPROVEMENT PROGRAM QUARTERLY UPDATE

Recommendation

It is recommended that the City Council receive and file the Capital Improvement Program Quarterly Update report.

CHANGES TO THE AGENDA

5. 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.

6. CONSIDERATION OF APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF $64,844.95; GENERAL CITY WARRANTS IN THE AMOUNT OF $678,583.33; ONLINE PAYMENTS IN THE AMOUNT OF $18,269.93; VOIDS IN THE AMOUNT OF ($1,064.25); PAYROLL IN THE AMOUNT OF $1,131,524.77.

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

7. CONSIDERATION OF APPROVAL OF THE CITY COUNCIL REGULAR CITY COUNCIL MEETING MINUTES FOR NOVEMBER 5, 2025

Recommendation
It is recommended that the City Council approve the minutes from the Regular City Council meeting held on November 5, 2025.

8. CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR THE DEVELOPMENT OF AN IMPACT FEE NEXUS STUDY IN AN AMOUNT NOT TO EXCEED $56,040

Recommendation
It is recommended that the City Council approve a professional services agreement with Willdan Financial Services for a nexus study for Development Impact Fees in an amount not to exceed $56,040.

9. CONSIDER THE AWARD OF A CONTRACT TO STUDIO SPECTRUM, INC. FOR THE INSTALLATION OF AN AUDIO VIDEO SYSTEM AT THE WAR MEMORIAL BUILDING IN AN AMOUNT NOT TO EXCEED $47,500.

Recommendation
It is recommended that the City Council:
1. Award a contract to Studio Spectrum, Inc. for the installation of an audio video system at the War Memorial Building in the amount of $41,238.30 (Attachment no. 1); and
2. Authorize the City Manager, or designee, to approve change orders for unforeseen conditions in an amount up to five percent (5%), for a total project budget not to exceed $47,500.

10. CONSIDERATION OF ADOPTION OF RESOLUTION NO. 7952 ADOPTING UPDATED JOB CLASSIFICATIONS, JOB DESCRIPTIONS AND SALARY RANGES FOR THE SENIOR LIBRARIAN, LIBRARIAN, AND REFERENCE LIBRARIAN POSITIONS;

APPROVAL OF THE RECLASSIFICATION OF CERTAIN LIBRARIAN POSITIONS TO SENIOR LIBRARIANS; AND ADOPTION OF RESOLUTION NO. 7953 ADJUSTING THE SALARY RANGE FOR THE CHIEF CITY CLERK POSITION

Recommendation

It is recommended that the City Council:

1. Adopt Resolution No. 7952 approving the updated job descriptions and salary ranges for Senior Librarian, Librarian, and Reference Librarian (Attachment no.1 with Exhibits);
2. Approve reclassification of four (4) full-time Librarian positions to Senior Librarian positions;
3. Adopt Resolution No. 7953 adjusting the salary range for the Chief City Clerk position (Attachment no. 2); and
4. Authorize the City Manager, or designee, to implement the resolutions and take all necessary administrative actions.

11. CONSIDERATION OF ADOPTION OF RESOLUTION NO. 7954 AUTHORIZING STAFF TO SUBMIT A GRANT APPLICATION TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE SUSTAINABLE TRANSPORTATION PLANNING GRANT

Recommendation

It is recommended that the City Council adopt the proposed resolution, authorizing staff to submit a grant application to the Sustainable Transportation Planning Grant, for the update of the City's Bicycle Master Plan.

ACTION/DISCUSSION

12. CONSIDERATION OF APPROVAL OF THE 2026 CITY COUNCIL MEETING SCHEDULE

Recommendation

It is recommended that the City Council review and approve the revised City Council meeting schedule for the 2026 calendar year.

13. CONSIDERATION OF APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH OPENGOV INC. FOR THE PURCHASE OF ONLINE PERMITTING AND LAND MANAGEMENT SOFTWARE FOR A FIVE-YEAR TERM IN THE AMOUNT NOT TO EXCEED $425,000 AND ADOPTION OF A RESOLUTION NO. 7955 ADOPTING A BUDGET AMENDMENT RELATED THERETO

Recommendation

It is recommended that the City Council:

a. Approve the Professional Service Agreement with OpenGov Inc. to purchase the online permitting and land management software subject to the negotiation and final form of agreement approved by the City Manager and City Attorney;
b. Authorize the City Manager to execute all necessary documents to effectuate the agreement; and
c. Adopt Resolution No. 7955 to appropriate $98,000 in the Technology Surcharge

Special Fund towards the purchase of the online permitting and land management software and make necessary budget amendments.

14. CONSIDERATION OF ADOPTION OF RESOLUTION NO. 7956 ADOPTING THE PUBLIC ART POLICY HANDBOOK RELATED TO THE ADMINISTRATION, IMPLEMENTATION AND MAINTENANCE OF THE CITY'S PUBLIC ART PROGRAM

Recommendation
It is recommended that the City Council adopt Resolution No 7956 adopting the Public Art Policy Handbook.

15. DISCUSSION AND DIRECTION REGARDING THE MUNICIPAL CODE PROVISIONS RELATED TO CITY COMMISSIONS AND CONSIDERATION OF AN ORDINANCE NO. 2406 OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING CHAPTER 2 (ADMINISTRATION) AND REVISING THE GENERAL PROVISIONS APPLICABLE TO ALL COMMISSIONS AND AMENDING CERTAIN SECTIONS OF THE VARIOUS ARTICLES FOR INDIVIDUAL COMMISSIONS AND AMENDING THE SOUTH PASADENA MUNICIPAL CODE

Recommendation
It is recommended the City Council introduce and waive full reading of Ordinance No. 2406 amending various articles of Chapter 2 of the South Pasadena Municipal Code related to commissions and boards of the City.

PUBLIC COMMENT - CONTINUED

16. 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

17. 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.

18. CITY MANAGER COMMUNICATIONS

ADJOURNMENT

FOR YOUR INFORMATION

FUTURE CITY COUNCIL MEETINGS

December 3, 2025	Regular City Council Meeting	7:00 P.M.
December 17, 2025	Regular City Council Meeting	7:00 P.M.
January 7, 2026	Cancelled	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 November 19, 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.

11/13/2025	/S/
Date	Mark Perez, Acting Chief City Clerk

City Council Agenda Report

ITEM NO. 6

DATE: November 19, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: William Castrillon, Budget & Purchasing Manager

SUBJECT: **CONSIDERATION OF APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF $64,844.95; GENERAL CITY WARRANTS IN THE AMOUNT OF $678,583.33; ONLINE PAYMENTS IN THE AMOUNT OF $18,269.93; VOIDS IN THE AMOUNT OF ($1,064.25); PAYROLL IN THE AMOUNT OF $1,131,524.77.**

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

Executive Summary
Prepaid Warrants:
Warrant # 322360-322377, 322461-322463: **$48,656.99**
ACH: **$16,187.96**

General City Warrants
Warrant # 322378-322460: **$342,102.62**
ACH: **$336,480.71**
Voids: **($1,064.25)**
Online Payments: **$18,269.93**
Payroll Period Ending 10/24/2025: **$1,120,302.49**
Payroll Off Cycle 10/27/2025: **$11,222.28**

Total: $1,892,158.73

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 Summary Report
Attachment No. 6 - Voids

City of South Pasadena
Demand/Warrant Register

Recap by fund	**Fund No.**	**Date** 11/19/2025 **Amounts**	
		Prepaid	**Written**
General Fund	101	44,550.08	341,771.72
Insurance Fund	103	-	-
Street Improvement Program	104	-	-
Technology Surcharge Fund	106	-	106.18
Facilities & Equip.Cap. Fund	105	-	-
Programs and Projects	107	-	-
Special Projects Fund	116	-	-
Vehicle Replacement Fund	120	-	-
Local Transit Return "A"	205	-	2,481.57
SLFRF Fund	206	-	-
Local Transit Return "C"	207	-	-
TEA/Metro	208	-	-
Sewer Fund	210	1,212.18	2,446.24
CTC Traffic Improvement	211	-	-
SB2 Planning Grant	213	-	-
Rogan HR5294 Grant	214	-	-
Street Lighting Fund	215	3,219.30	111,511.26
Public, Education & Govt Fund	217	-	-
Clean Air Act Fund	218	-	56,184.50
Business Improvement Tax	220	-	16,400.00
Gold Line Mitigation Fund	223	-	-
Mission Meridian Public Garage	226	-	-
Housing Authority Fund	228	-	1,925.06
State Gas Tax	230	808.12	1,559.37
County Park Bond Fund	232	-	-
Measure R	233	-	8,092.50
Measure M	236	-	8,092.50
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	-	-
Capital Growth Fund	255	-	-
CDBG	260	-	-
OTS Grant	269	-	-
Asset Forfeiture	270	-	-
Police Grants - State	272	-	-
Homeland Security Grant	274	-	-
Park Impact Fees	275	-	-
Historic Preservation Grant	276	-	-
HSIP Grant	277	-	-
Arroyo Seco Golf Course	295	-	-
Sewer Capital Projects Fund	310	-	-
400 Capital Improvement Program	400	-	77,308.40
Water Fund	500	11,618.44	49,874.03
Water Efficiency Fund	503	-	830.00
2016 Water Revenue Bonds Fund	505	-	-
SRF Loan - Water	506	-	-
Water & Sewer Impact Fee	510	-	-
Public Financing Authority	550	-	-
Payroll Clearing Fund	700	3,436.83	-
			-
	Column Totals:	64,844.95	678,583.33

City Report Totals:	743,428.28
Payroll Period Ending 10/24/2025:	1,120,302.49
Payroll - Off Cycle 10/27/2025:	11,222.28
Online Payments	18,269.93
Voids - General Warrant	(1,064.25)
Grand Report Total:	**1,892,158.73**

Janet Braun, Mayor

William Castrillo, Budget & Purchasing Manager

Mark Perez, Acting Chief City Clerk

Accounts Payable

Check Detail

User: tfernandez
Printed: 11/10/2025 - 2:40PM

Check Number	Check Date	Amount
ACMT2920 - All City Management Services, Inc.		
322360	10/30/2025	
Inv 102679		4,358.37
322360 Total:		4,358.37
ACMT2920 - All City Management Services, Inc. Total:		4,358.37
AT&T5006 - AT&T		
322361	10/30/2025	
Inv 130464796		127.69
322361 Total:		127.69
AT&T5006 - AT&T Total:		127.69
ATCN9011 - AT&T		
322362	10/30/2025	
Inv 000024120632		29.93
Inv 000024251259		15,454.32
322362 Total:		15,484.25
ATCN9011 - AT&T Total:		15,484.25
CAL6695 - California American Water		
322364	10/30/2025	
Inv 91925-101725		42.97
322364 Total:		42.97
CAL6695 - California American Water Total:		42.97
CSD3014 - Ca. State Disbursement Unit		
322363	10/30/2025	
Inv PR 10.24.2025		903.69
322363 Total:		903.69
CSD3014 - Ca. State Disbursement Unit Total:		903.69

Check Number	Check Date	Amount
MAT5563 - Matt Chlor, Inc.		
322367	10/30/2025	
Inv 31030		570.23
Inv 31072		467.76
Inv 31097		1,290.47
Inv 31120		1,090.47
Inv 31142		1,140.47
Inv 31155		1,542.80
322367 Total:		6,102.20
MAT5563 - Matt Chlor, Inc. Total:		6,102.20
PWP4465 - Pasadena Water & Power		
322368	10/30/2025	
Inv 9.11.2510.14.25		3,957.00
322368 Total:		3,957.00
PWP4465 - Pasadena Water & Power Total:		3,957.00
SCFT0000 - Franchise Tax Board		
322365	10/30/2025	
Inv PR 10.24.2025		134.98
322365 Total:		134.98
SCFT0000 - Franchise Tax Board Total:		134.98
SCFT0001 - Franchise Tax Board		
322366	10/30/2025	
Inv PR 10.24.2025		90.00
322366 Total:		90.00
SCFT0001 - Franchise Tax Board Total:		90.00
SSDV2018 - Sandoval, Sheila		
0	10/30/2025	
Inv PR 10.24.2025		1,030.81
0 Total:		1,030.81
SSDV2018 - Sandoval, Sheila Total:		1,030.81
TIM4011 - Charter Communications Holdings, LLC		
0	10/30/2025	
Inv 187633501102125		3,918.72
0 Total:		3,918.72

Check Number	Check Date	Amount
TIM4011 - Charter Communications Holdings, LLC Total:		3,918.72
TMOB4010 - T-Mobile		
322369	10/30/2025	
Inv 988212311 Oct		465.13
322369 Total:		465.13
TMOB4010 - T-Mobile Total:		465.13
UPP7789 - Upper San Gabriel Valley MWD		
322370	10/30/2025	
Inv 2/09-25		108.33
322370 Total:		108.33
UPP7789 - Upper San Gabriel Valley MWD Total:		108.33
VERW6711 - Verizon Wireless		
322371	10/30/2025	
Inv 6124506661		500.72
Inv 6126265180		837.34
322371 Total:		1,338.06
VERW6711 - Verizon Wireless Total:		1,338.06
WLHD8020 - Westlake Hardware		
0	10/30/2025	
Inv 14306052SPLIT		308.20
Inv 14306057		46.80
Inv 14306066		115.00
Inv 14306068		71.77
Inv 14306071		165.72
Inv 14306078		26.50
Inv 14306080		185.37
Inv 14306081		226.79
Inv 14306083		158.48
Inv 14306094		1,215.48
Inv 14306099SPLIT		170.11
Inv 14306101		53.45
Inv 14306108		102.70
Inv 14306109		103.10
Inv 14306111		54.30
Inv 14306112		132.27
Inv 14306114		22.09
Inv 14306118		202.73
Inv 14306124		417.50
Inv 14306128		155.71
Inv 14306129		121.49
Inv 14306136		158.06
Inv 14306138		230.72

Check Number	Check Date	Amount
Inv 14306148		101.25
Inv 14306149		37.11
Inv 14306150		28.69
Inv 14306151		87.22
0 Total:		4,698.61
WLHD8020 - Westlake Hardware Total:		4,698.61
Total:		42,760.81

Accounts Payable

Check Detail

User: tfernandez
Printed: 11/10/2025 - 2:43PM

Check Number	Check Date	Amount
CEAP7000 - S.P. Public Service Employees Association-PT 700-0000-0000-2249-000		
0	11/04/2025	
Inv PR 10-10-2025		168.00
Inv PR 4-11-2025		136.00
Inv PR 5-09-2025		128.00
Inv PR 6-06-2025		136.00
Inv PR 7-04-2025		120.00
Inv PR 8-01-2025		136.00
Inv PR 9-12-2025		160.00
0 Total:		984.00
CEAP7000 - S.P. Public Service Employees Association-PT Total:		984.00
Total:		984.00

Accounts Payable

Check Detail

User: tfernandez
Printed: 11/10/2025 - 2:45PM

Check Number	Check Date	Amount
AFLA7010 - AFLAC		
0	11/06/2025	
Inv 556507		693.35
0 Total:		693.35
AFLA7010 - AFLAC Total:		693.35
ATCN9011 - AT&T		
322372	11/06/2025	
Inv 000024273187		4,381.49
322372 Total:		4,381.49
ATCN9011 - AT&T Total:		4,381.49
DBAR3011 - Brink's Incorporated		
0	11/06/2025	
Inv 12739343		2,025.60
Inv 13067827		2,245.92
Inv 8086995		43.08
0 Total:		4,314.60
DBAR3011 - Brink's Incorporated Total:		4,314.60
DTV5012 - DIRECTV		
322374	11/06/2025	
Inv 68653046X251029		111.98
322374 Total:		111.98
DTV5012 - DIRECTV Total:		111.98
EMPTSTLL - Empower Trust Company, LLC		
322375	11/06/2025	
Inv 446766		2,500.00
322375 Total:		2,500.00
EMPTSTLL - Empower Trust Company, LLC Total:		2,500.00

Check Number	Check Date	Amount
MER2145 - Merit Oil Company		
322376	11/06/2025	
Inv 925575		5,050.75
322376 Total:		5,050.75
MER2145 - Merit Oil Company Total:		5,050.75
PAS4012 - City of Pasadena		
322373	11/06/2025	
Inv 30027203		2,307.09
322373 Total:		2,307.09
PAS4012 - City of Pasadena Total:		2,307.09
VERW6711 - Verizon Wireless		
322377	11/06/2025	
Inv 6126992696		502.52
322377 Total:		502.52
VERW6711 - Verizon Wireless Total:		502.52
WLHD8020 - Westlake Hardware		
0	11/06/2025	
Inv 14305992		49.67
Inv 14306193		365.68
Inv 14306206		113.75
Inv 14306217		18.77
0 Total:		547.87
WLHD8020 - Westlake Hardware Total:		547.87
Total:		20,409.65

Accounts Payable

Check Detail

User: tfernandez
Printed: 11/10/2025 - 2:48PM

Check Number	Check Date		Amount
JEANMLEE - LEE, JEANNE M			
322462	11/10/2025		
	Inv JL2025		167.95
322462 Total:			167.95
JEANMLEE - LEE, JEANNE M Total:			167.95
NICKLOCK - Nick's Lock and Access Control			
322463	11/10/2025		
	Inv 829078		232.05
322463 Total:			232.05
NICKLOCK - Nick's Lock and Access Control Total:			232.05
WCASTRIL - Castrillon, William			
322461	11/10/2025		
	Inv WC10292025		290.49
322461 Total:			290.49
WCASTRIL - Castrillon, William Total:			290.49
Total:			690.49

Accounts Payable

Check Detail

User: tfernandez
Printed: 11/10/2025 - 2:49PM

Check Number	Check Date	Amount
ACCOEG - ACCO Engineered Systems, Inc.		
322378	11/06/2025	
Inv 20709147		420.00
Inv 20721365		5,755.00
Inv 20721731		420.00
Inv 20723222		923.50
Inv 20723541		5,224.00
Inv 20725816		4,529.00
Inv 20725817		4,437.00
Inv 20725818		4,089.00
Inv 20726540		1,142.53
Inv 20728520		455.00
Inv 20728521		6,947.00
Inv 20729515		466.00
Inv 20729516		980.47
Inv 20729517		283.00
Inv 20729956		1,435.25
Inv 20732618		1,335.25
Inv 20733974		7,345.00
Inv 20734383		420.00
Inv 20737827		832.00
Inv 20737839		833.38
Inv 20738334		2,521.00
Inv 20738796		4,982.00
Inv 20738797		2,028.00
Inv 20739287		2,130.00
Inv 20740196		1,569.00
Inv 20743824		2,701.39
Inv 20750129		923.50
322378 Total:		65,127.27
ACCOEG - ACCO Engineered Systems, Inc. Total:		65,127.27
ACMT2920 - All City Management Services, Inc.		
322381	11/06/2025	
Inv 104112		12,631.99
322381 Total:		12,631.99
ACMT2920 - All City Management Services, Inc. Total:		12,631.99
ACTM3010 - Robert Half International, Inc.		
0	11/06/2025	

Check Number	Check Date	Amount
Inv 65513850		1,900.00
Inv 65546105		1,900.00
Inv 65562895		1,900.00
0 Total:		5,700.00
ACTM3010 - Robert Half International, Inc. Total:		5,700.00
AKDC9265 - Ashok Kumar Dhingra		
0	11/06/2025	
Inv CSP 2025-10		3,450.00
Inv CSP 2025-11		2,653.30
0 Total:		6,103.30
AKDC9265 - Ashok Kumar Dhingra Total:		6,103.30
ALAL5011 - Alert-All Corp.		
322379	11/06/2025	
Inv 225091392		1,298.38
322379 Total:		1,298.38
ALAL5011 - Alert-All Corp. Total:		1,298.38
ALH0181 - Alhambra Hospital Med Ctr		
322380	11/06/2025	
Inv SPFD006		1,224.00
322380 Total:		1,224.00
ALH0181 - Alhambra Hospital Med Ctr Total:		1,224.00
ALL0197 - All Star Fire Equipment, Inc.		
322382	11/06/2025	
Inv 267919		79.13
Inv 267930		482.59
Inv 267948		43.10
322382 Total:		604.82
ALL0197 - All Star Fire Equipment, Inc. Total:		604.82
ALOHACON - Aloha Concrete Pumping Inc		
322383	11/06/2025	
Inv 220634		400.00
322383 Total:		400.00
ALOHACON - Aloha Concrete Pumping Inc Total:		400.00

Check Number	Check Date	Amount
AMAZONCP - Amazon Capital Services, Inc.		
0	11/06/2025	
Inv 14R6-RKFN-NY4K		63.61
Inv 17X3-TNKM-FYXL		57.40
Inv 193X-PXLK-DGYY		139.22
Inv 193X-PXLK-PWGW		55.19
Inv 1C1M-MQQL-MCD9		50.23
Inv 1C3Q-LYGF-MWJT		39.42
Inv 1G3Y-7Y93-4GHJ		156.12
Inv 1HTF-DR74-WX41		71.81
Inv 1JRR-PRVC-VJ4V		33.24
Inv 1L1N-73JX-3CGL		27.28
Inv 1LXJ-GXM9-DMH3		115.87
Inv 1MT9-LVH6-DR71		22.08
Inv 1PKT-J11P-CTHT		66.29
Inv 1PYC-1T1Y-MJT4		792.13
Inv 1QN6-91LW-HY7F		36.45
Inv 1WVH-TX3P-7TC4		181.18
0 Total:		1,907.52
AMAZONCP - Amazon Capital Services, Inc. Total:		1,907.52
AMTIR4 - The Reinalt-Thomas Corporation DBA		
322454	11/06/2025	
Inv 2153000		354.07
322454 Total:		354.07
AMTIR4 - The Reinalt-Thomas Corporation DBA Total:		354.07
ARVT7101 - Taneja, Arvin		
322451	11/06/2025	
Inv 6570-1		134.31
Inv 6570-2		9.43
322451 Total:		143.74
ARVT7101 - Taneja, Arvin Total:		143.74
BRAS3010 - Foster & Foster Consulting Actuaries, Inc.		
0	11/06/2025	
Inv 38715		2,750.00
0 Total:		2,750.00
BRAS3010 - Foster & Foster Consulting Actuaries, Inc. Total:		2,750.00
BRMR8267 - BRIT West Soccer		
322390	11/06/2025	
Inv BritWestOCT25		2,080.00

Check Number	Check Date	Amount
322390 Total:		2,080.00
BRMR8267 - BRIT West Soccer Total:		2,080.00
BRO0447 - Brodart Co.		
322391	11/06/2025	
Inv 665610		321.19
322391 Total:		321.19
BRO0447 - Brodart Co. Total:		321.19
BRTHLF - BrightLife Designs, LLC		
322389	11/06/2025	
Inv 1736		25,270.00
322389 Total:		25,270.00
BRTHLF - BrightLife Designs, LLC Total:		25,270.00
BRUNOVET - Vetter, Bruno		
322458	11/06/2025	
Inv Bruno Vetter		253.38
322458 Total:		253.38
BRUNOVET - Vetter, Bruno Total:		253.38
BSHL6710 - Base Hill, Inc., dba Jan Point		
0	11/06/2025	
Inv 26167		17,950.00
Inv 26236		224.00
Inv 26309		17,950.00
Inv 26393		17,950.00
Inv 26417		17,950.00
0 Total:		72,024.00
BSHL6710 - Base Hill, Inc., dba Jan Point Total:		72,024.00
BSIS6011 - Big State Industrial Supply, Inc.		
322388	11/06/2025	
Inv 1614403		154.59
322388 Total:		154.59
BSIS6011 - Big State Industrial Supply, Inc. Total:		154.59
BUR4018 - Burro Canyon Shooting Park		

Check Number	Check Date	Amount
322393	11/06/2025	
Inv 3652		180.00
322393 Total:		180.00
BUR4018 - Burro Canyon Shooting Park Total:		180.00
BWPRTWRK - Barwe, Inc		
322386	11/06/2025	
Inv IN006286/2025		515.30
322386 Total:		515.30
BWPRTWRK - Barwe, Inc Total:		515.30
CAL5236 - Dy-Dee Services of Pasadena, Inc.		
322407	11/06/2025	
Inv 2512370		100.70
Inv 2515406		96.64
Inv 2518449		91.81
322407 Total:		289.15
CAL5236 - Dy-Dee Services of Pasadena, Inc. Total:		289.15
CAME2015 - California Maintenance & Environmental		
0	11/06/2025	
Inv 41011		125.00
Inv 41012		125.00
0 Total:		250.00
CAME2015 - California Maintenance & Environmental Total:		250.00
CAN0607 - Cantu Graphics Inc.		
322395	11/06/2025	
Inv 64957-3		323.32
322395 Total:		323.32
CAN0607 - Cantu Graphics Inc. Total:		323.32
CDAVILA - Davila, Cristofer		
0	11/06/2025	
Inv CD 10-25		55.00
0 Total:		55.00
CDAVILA - Davila, Cristofer Total:		55.00

Check Number	Check Date	Amount
CDPS1020 - ICC General Code Inc		
322424	11/06/2025	
Inv GCI0018488		78.00
322424 Total:		78.00
CDPS1020 - ICC General Code Inc Total:		78.00
CFNSPR - California Newspapers Partnership		
0	11/06/2025	
Inv Sept2025		1,541.45
0 Total:		1,541.45
CFNSPR - California Newspapers Partnership Total:		1,541.45
CGPH4011 - Phillips, Craig		
322439	11/06/2025	
Inv 10/09-11/25		472.87
322439 Total:		472.87
CGPH4011 - Phillips, Craig Total:		472.87
CHA3010 - SPCC Corporation		
0	11/06/2025	
Inv 9901		16,400.00
0 Total:		16,400.00
CHA3010 - SPCC Corporation Total:		16,400.00
CHAG8032 - Chang, Emily		
0	11/06/2025	
Inv KMOCT25		309.40
0 Total:		309.40
CHAG8032 - Chang, Emily Total:		309.40
CHWCONST - Chawkins, Ken		
322396	11/06/2025	
Inv 1171		1,657.50
322396 Total:		1,657.50
CHWCONST - Chawkins, Ken Total:		1,657.50
CINFIRE - Cintas Corporation No. 2		
322399	11/06/2025	

Check Number	Check Date	Amount
Inv 0F19723774		2,010.26
322399 Total:		2,010.26
CINFIRE - Cintas Corporation No. 2 Total:		2,010.26
CINTA3 - Cintas Corporation		
322397	11/06/2025	
Inv 4238275535		441.44
Inv 4240471486		419.17
Inv 4241212342		419.17
Inv 4244168768		690.59
Inv 4245651718		824.29
Inv 4246380248		332.87
Inv 4247121390		356.95
322397 Total:		3,484.48
CINTA3 - Cintas Corporation Total:		3,484.48
CINTAS - Cintas Corporation		
322398	11/06/2025	
Inv 9331785680		438.38
Inv 9335938956		438.38
322398 Total:		876.76
CINTAS - Cintas Corporation Total:		876.76
CMRSFP - CMRS-FP		
322401	11/06/2025	
Inv 600102810		800.00
322401 Total:		800.00
CMRSFP - CMRS-FP Total:		800.00
COM0699 - Compressed Air Specialties Inc		
322402	11/06/2025	
Inv 00045248		1,474.23
322402 Total:		1,474.23
COM0699 - Compressed Air Specialties Inc Total:		1,474.23
CONYEE - Yee, Connie		
0	11/06/2025	
Inv BodySculptOct		109.20
Inv OctFF		788.00
0 Total:		897.20

Check Number	Check Date	Amount
CONYEE - Yee, Connie Total:		897.20
DABN8267 - Bohan, Diana 101-8030-8021-8267-000		
0	11/06/2025	
Inv OctYoga		724.00
0 Total:		724.00
DABN8267 - Bohan, Diana Total:		724.00
DACA4011 - Calderon, David		
322394	11/06/2025	
Inv 10/27/25		65.00
322394 Total:		65.00
DACA4011 - Calderon, David Total:		65.00
DTATK701 - Data Ticket, Inc.		
322405	11/06/2025	
Inv 184892		200.00
322405 Total:		200.00
DTATK701 - Data Ticket, Inc. Total:		200.00
DUB0187 - DuBois, Andrew		
322406	11/06/2025	
Inv 1335		29.00
322406 Total:		29.00
DUB0187 - DuBois, Andrew Total:		29.00
EDGHITI - Engineering Consulting Services, Inc.		
322410	11/06/2025	
Inv 24		3,412.50
Inv 25		3,900.00
Inv 26		8,872.50
322410 Total:		16,185.00
EDGHITI - Engineering Consulting Services, Inc. Total:		16,185.00
EGOODELL - Goodell, Emily		
322418	11/06/2025	
Inv 288126543		108.00
322418 Total:		108.00

Check Number	Check Date	Amount
EGOODELL - Goodell, Emily Total:		108.00
ELL1017 - Ellen's Silkscreening Inc.		
322409	11/06/2025	
Inv EE86815		360.78
322409 Total:		360.78
ELL1017 - Ellen's Silkscreening Inc. Total:		360.78
ELSRTIRE - El Sereno Tire Shop		
322408	11/06/2025	
Inv 4751		20.00
322408 Total:		20.00
ELSRTIRE - El Sereno Tire Shop Total:		20.00
ENT5426 - The Aby Manufacturing Group Inc		
322452	11/06/2025	
Inv 0191195-IN		132.11
322452 Total:		132.11
ENT5426 - The Aby Manufacturing Group Inc Total:		132.11
ERCARRYO - Arroyo, Eric		
322385	11/06/2025	
Inv 3799		1,500.00
322385 Total:		1,500.00
ERCARRYO - Arroyo, Eric Total:		1,500.00
EXTRAFUN - Extra Fun Jumpers		
322411	11/06/2025	
Inv 280877		1,799.28
322411 Total:		1,799.28
EXTRAFUN - Extra Fun Jumpers Total:		1,799.28
FDBC8025 - Fast Deer Bus Charter Inc.		
322412	11/06/2025	
Inv 14635		1,890.00
322412 Total:		1,890.00

Check Number	Check Date	Amount
FDBC8025 - Fast Deer Bus Charter Inc. Total:		1,890.00
FMOR6710 - Morales, Felipe		
322432	11/06/2025	
Inv 10/20/2025		80.00
322432 Total:		80.00
FMOR6710 - Morales, Felipe Total:		80.00
FUNEXPRS - Fun Express, LLC		
322414	11/06/2025	
Inv 73931185801		650.28
322414 Total:		650.28
FUNEXPRS - Fun Express, LLC Total:		650.28
FWWS1400 - Ferguson Waterworks #1083		
322413	11/06/2025	
Inv 61957		2,252.73
322413 Total:		2,252.73
FWWS1400 - Ferguson Waterworks #1083 Total:		2,252.73
GLBI4011 - Global Industrial		
322417	11/06/2025	
Inv 123618395		438.45
322417 Total:		438.45
GLBI4011 - Global Industrial Total:		438.45
GRA1244 - Woods Maintenance Services, Inc.		
322460	11/06/2025	
Inv SPAS0925		1,065.90
322460 Total:		1,065.90
GRA1244 - Woods Maintenance Services, Inc. Total:		1,065.90
GRA6601 - Grainger		
322419	11/06/2025	
Inv 9608431640		556.03
322419 Total:		556.03
GRA6601 - Grainger Total:		556.03

Check Number	Check Date	Amount
GRED4011 - Gramajo, Ederson		
322420	11/06/2025	
Inv 10/07-08/2025		60.65
322420 Total:		60.65
GRED4011 - Gramajo, Ederson Total:		60.65
GRES7101 - Sato, Gregory		
322447	11/06/2025	
Inv 5522-1		83.00
Inv 5522-2		884.50
Inv 5522-3		96.75
322447 Total:		1,064.25
GRES7101 - Sato, Gregory Total:		1,064.25
HDLC3011 - HdL Coren & Cone		
322422	11/06/2025	
Inv SIN055979		3,647.40
322422 Total:		3,647.40
HDLC3011 - HdL Coren & Cone Total:		3,647.40
HRSCHPIP - Hirsche Pipe & Supply		
322423	11/06/2025	
Inv 1449706		113.07
322423 Total:		113.07
HRSCHPIP - Hirsche Pipe & Supply Total:		113.07
IMGN8032 - iMagen		
322425	11/06/2025	
Inv 46598-1		886.28
322425 Total:		886.28
IMGN8032 - iMagen Total:		886.28
ISGU4011 - Gutierrez, Issac		
322421	11/06/2025	
Inv 10/16/2025		41.34
Inv 10/23/25		40.56
Inv 10/24/2025		42.00
322421 Total:		123.90

Check Number	Check Date	Amount
ISGU4011 - Gutierrez, Issac Total:		123.90
JMCB6710 - Cipres Bravo, Jose Manuel		
322400	11/06/2025	
Inv 10/21/2025		27.58
322400 Total:		27.58
JMCB6710 - Cipres Bravo, Jose Manuel Total:		27.58
JSAR4011 - Jack's Auto Repair		
322426	11/06/2025	
Inv 20506		66.00
Inv 20508		66.00
Inv 20527		66.00
Inv 20536		66.00
322426 Total:		264.00
JSAR4011 - Jack's Auto Repair Total:		264.00
KVMC6710 - Machado, Kelvin		
322429	11/06/2025	
Inv 10/21/25		23.38
322429 Total:		23.38
KVMC6710 - Machado, Kelvin Total:		23.38
LACTYAGC - County of Los Angeles, Agricultural Commissioner		
322403	11/06/2025	
Inv 260155		455.05
322403 Total:		455.05
LACTYAGC - County of Los Angeles, Agricultural Commissioner Total:		455.05
LEBE8032 - Betts, Lemar		
322387	11/06/2025	
Inv INV.SKATEOCT25		725.20
322387 Total:		725.20
LEBE8032 - Betts, Lemar Total:		725.20
LOU1111 - Louie, Spencer		
322428	11/06/2025	
Inv 3640		16.23
322428 Total:		16.23

LOU1111 - Louie, Spencer Total:		16.23
LUVA8110 - Vazquez, Luis		
0	11/06/2025	
Inv LV-09-25		55.00
Inv LV-10-25		55.00
0 Total:		110.00
LUVA8110 - Vazquez, Luis Total:		110.00
MAC1529 - Macdonald, Douglas A.		
0	11/06/2025	
Inv SCD(OCT25)		592.80
0 Total:		592.80
MAC1529 - Macdonald, Douglas A. Total:		592.80
MCM2352 - McMaster Carr Supply Co		
322430	11/06/2025	
Inv 53781819		248.44
322430 Total:		248.44
MCM2352 - McMaster Carr Supply Co Total:		248.44
MCPSTI - Pusateri, Michele		
0	11/06/2025	
Inv PBAll-OCT25		3,185.00
0 Total:		3,185.00
MCPSTI - Pusateri, Michele Total:		3,185.00
MERPLMBN - Merry Plumbing Co., Inc.		
322431	11/06/2025	
Inv 56635082525		1,925.06
Inv 56664082525		370.00
Inv 56830100825		3,163.66
322431 Total:		5,458.72
MERPLMBN - Merry Plumbing Co., Inc. Total:		5,458.72
MHSM4011 - Smith, Michael		
322449	11/06/2025	
Inv 6454		23.30

Check Number	Check Date	Amount
322449 Total:		23.30
MHSM4011 - Smith, Michael Total:		23.30
MICH4011 - Sanchez, Michael		
322445	11/06/2025	
Inv 09/17/2025		34.90
322445 Total:		34.90
MICH4011 - Sanchez, Michael Total:		34.90
MIKG7101 - Garvey, Mike		
322416	11/06/2025	
Inv 6450		267.60
322416 Total:		267.60
MIKG7101 - Garvey, Mike Total:		267.60
MNBL8170 - Crestline Software, LLC		
0	11/06/2025	
Inv #INV16232		28,504.56
0 Total:		28,504.56
MNBL8170 - Crestline Software, LLC Total:		28,504.56
MOTO4011 - Motoport		
322433	11/06/2025	
Inv 3123		1,524.78
322433 Total:		1,524.78
MOTO4011 - Motoport Total:		1,524.78
MRKPRERZ - Perez, Mark		
322438	11/06/2025	
Inv MP9/25		80.00
322438 Total:		80.00
MRKPRERZ - Perez, Mark Total:		80.00
MSKM8032 - Mischook, Kim		
0	11/06/2025	
Inv BDOCT25		113.75
0 Total:		113.75

MSKM8032 - Mischook, Kim Total:		113.75
MVCH3011 - MV Cheng & Associates Inc.		
322434	11/06/2025	
Inv 10/31/2025A		5,840.00
Inv 10/31/2025R		8,787.50
322434 Total:		14,627.50
MVCH3011 - MV Cheng & Associates Inc. Total:		14,627.50
NANS8031 - Saracay, Nancy		
322446	11/06/2025	
Inv 96936241		47.50
322446 Total:		47.50
NANS8031 - Saracay, Nancy Total:		47.50
NICKLOCK - Nick's Lock and Access Control		
322435	11/06/2025	
Inv 829056		980.00
Inv 829060		270.00
Inv 829070		525.00
322435 Total:		1,775.00
NICKLOCK - Nick's Lock and Access Control Total:		1,775.00
OLJURD80 - Radbill, Olivia Juliet		
0	11/06/2025	
Inv 1956857.001		660.00
0 Total:		660.00
OLJURD80 - Radbill, Olivia Juliet Total:		660.00
OLNP8010 - LCM-NEWS, Inc.		
322427	11/06/2025	
Inv 83321		3,666.00
Inv 83859		5,432.00
Inv 84075		4,986.00
322427 Total:		14,084.00
OLNP8010 - LCM-NEWS, Inc. Total:		14,084.00
ONYX9222 - Onyx Architects, Inc		
322436	11/06/2025	

Check Number	Check Date	Amount
Inv 32995		4,089.60
322436 Total:		4,089.60
ONYX9222 - Onyx Architects, Inc Total:		4,089.60
PHOE4610 - Phoenix Group Information Systems		
322440	11/06/2025	
Inv 092025184		4,443.06
322440 Total:		4,443.06
PHOE4610 - Phoenix Group Information Systems Total:		4,443.06
PLCARIE - Plescia, Carrie		
0	11/06/2025	
Inv LATDANCEOCT25		241.80
0 Total:		241.80
PLCARIE - Plescia, Carrie Total:		241.80
PMAB8021 - Budka, Pamela Avry		
322392	11/06/2025	
Inv ChairYogaOct		504.00
Inv MeditationOct		204.00
322392 Total:		708.00
PMAB8021 - Budka, Pamela Avry Total:		708.00
PMLDONG - Dong, Pamella C.		
0	11/06/2025	
Inv OctMartial Arts		177.60
Inv OctQiGong		188.00
0 Total:		365.60
PMLDONG - Dong, Pamella C. Total:		365.60
POR4707 - United Site Services, Inc.		
322456	11/06/2025	
Inv INV-5692058		607.46
322456 Total:		607.46
POR4707 - United Site Services, Inc. Total:		607.46
PRKWOD - Parkwood Landscape Maintenance, Inc.		
322437	11/06/2025	

Check Number	Check Date	Amount
Inv 110162		51,894.22
322437 Total:		51,894.22
PRKWOD - Parkwood Landscape Maintenance, Inc. Total:		51,894.22
PUFG8267 - Wong, Pauline Sam		
0	11/06/2025	
Inv AdultOct		315.25
Inv Senior Oct		220.00
0 Total:		535.25
PUFG8267 - Wong, Pauline Sam Total:		535.25
PVP7777 - PVP Communications, Inc.		
322441	11/06/2025	
Inv 137266		1,565.95
322441 Total:		1,565.95
PVP7777 - PVP Communications, Inc. Total:		1,565.95
REP6115 - Yunex LLC		
0	11/06/2025	
Inv 5610006574		5,330.80
Inv 90005281		3,435.00
Inv 90005453		3,435.00
0 Total:		12,200.80
REP6115 - Yunex LLC Total:		12,200.80
RFCI8180 - Raftelis Financial Consultants, Inc.		
322442	11/06/2025	
Inv 41623		405.00
Inv 42310		2,092.50
322442 Total:		2,497.50
RFCI8180 - Raftelis Financial Consultants, Inc. Total:		2,497.50
RHAL9158 - RHA Landscape Architects-Planners		
322443	11/06/2025	
Inv 122641		2,800.00
Inv 122705		3,400.00
322443 Total:		6,200.00
RHAL9158 - RHA Landscape Architects-Planners Total:		6,200.00

Check Number	Check Date	Amount
RIAL6501 - Arriola, Richard		
322384	11/06/2025	
Inv 10/21/25		18.62
Inv 10/23/25		18.62
322384 Total:		37.24
RIAL6501 - Arriola, Richard Total:		37.24
ROBERTCO - Cowan, Robert		
322404	11/06/2025	
Inv Robert Cowan		345.00
322404 Total:		345.00
ROBERTCO - Cowan, Robert Total:		345.00
RSEGURA - Segura, Ronnie		
322448	11/06/2025	
Inv 10/21/25		30.66
322448 Total:		30.66
RSEGURA - Segura, Ronnie Total:		30.66
RYAN - Garcia, Ryan		
322415	11/06/2025	
Inv 10/21/25		14.28
322415 Total:		14.28
RYAN - Garcia, Ryan Total:		14.28
SCRR4010 - Superior Court of California, County of LA		
322450	11/06/2025	
Inv September 2025		8,256.50
322450 Total:		8,256.50
SCRR4010 - Superior Court of California, County of LA Total:		8,256.50
SCSENGIN - STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS INC		
0	11/06/2025	
Inv 0553039		9,157.00
0 Total:		9,157.00
SCSENGIN - STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS INC Total:		9,157.00

Check Number	Check Date	Amount
SFRIEZER - Friezer, Sean		
0	11/06/2025	
Inv SF-09/25		80.00
0 Total:		80.00
SFRIEZER - Friezer, Sean Total:		80.00
SGVMC111 - San Gabriel Valley Medical Center		
322444	11/06/2025	
Inv 943302		48.00
Inv 943651		48.00
Inv 943683		48.00
Inv 943826		48.00
322444 Total:		192.00
SGVMC111 - San Gabriel Valley Medical Center Total:		192.00
SKYHAWKS - Lenear Sports, LLC		
0	11/06/2025	
Inv SKYHMULTI-OCT25		2,069.60
0 Total:		2,069.60
SKYHAWKS - Lenear Sports, LLC Total:		2,069.60
SOU3232 - South PasadenaTournament of Roses Association		
0	11/06/2025	
Inv CityBudget-SPTR		12,000.00
0 Total:		12,000.00
SOU3232 - South PasadenaTournament of Roses Association Total:		12,000.00
SPET7101 - Peterson, Stephen		
0	11/06/2025	
Inv Oct2025		80.00
Inv Sep2025		40.00
0 Total:		120.00
SPET7101 - Peterson, Stephen Total:		120.00
STA5219 - Staples Business Advantage		
0	11/06/2025	
Inv 6040163812		59.86
Inv 6044677868		78.10
Inv 6044956530		55.24
Inv 6044956533		502.57
Inv 6045187394		-52.43

Check Number	Check Date	Amount
Inv 6045187396		726.38
Inv 6045287079		9.04
Inv 6045287080		47.52
Inv 6045367180		77.33
Inv 6045442933		89.47
Inv 6045442934		29.70
Inv 6045442935		78.76
Inv 6045442936		249.72
Inv 6045678326		229.78
Inv 6045752186		88.33
Inv 6045752189		293.49
Inv 6045821064		34.09
Inv 6046320967		55.76
Inv 6047329008		46.95
0 Total:		2,699.66
STA5219 - Staples Business Advantage Total:		2,699.66
TCGS3012 - The Corporate Gift Service, Inc.		
322453	11/06/2025	
Inv 35161		418.08
322453 Total:		418.08
TCGS3012 - The Corporate Gift Service, Inc. Total:		418.08
TFERNDEZ - Fernandez, Tatiana		
0	11/06/2025	
Inv 102925		269.72
0 Total:		269.72
TFERNDEZ - Fernandez, Tatiana Total:		269.72
THEARGRP - The Arroyo Group		
0	11/06/2025	
Inv 10253-9		11,823.35
0 Total:		11,823.35
THEARGRP - The Arroyo Group Total:		11,823.35
TSCHOLEF - Scholefield, Tim		
0	11/06/2025	
Inv TS10/25		80.00
0 Total:		80.00
TSCHOLEF - Scholefield, Tim Total:		80.00

Check Number	Check Date	Amount
ULTRA601 - Ultrasystems Environmental, Inc.		
322455	11/06/2025	
Inv 13583		59,258.00
322455 Total:		59,258.00
ULTRA601 - Ultrasystems Environmental, Inc. Total:		59,258.00
UPP7789 - Upper San Gabriel Valley MWD		
322457	11/06/2025	
Inv So Pas-10.14.25		830.00
322457 Total:		830.00
UPP7789 - Upper San Gabriel Valley MWD Total:		830.00
WES4152 - West Coast Arborists, Inc.		
0	11/06/2025	
Inv 232330		46,350.00
Inv 232332		872.80
Inv 234163		2,101.20
Inv 234164		8,899.20
Inv 234165		10,675.95
Inv 234599		963.05
Inv 234600		12,987.00
Inv 234601		3,476.25
0 Total:		86,325.45
WES4152 - West Coast Arborists, Inc. Total:		86,325.45
WIT6353 - Wittman Enterprises LLC		
322459	11/06/2025	
Inv 2509059		5,778.48
322459 Total:		5,778.48
WIT6353 - Wittman Enterprises LLC Total:		5,778.48
WOFL4011 - 72 HOUR, LLC		
0	11/06/2025	
Inv WF14046		56,184.50
0 Total:		56,184.50
WOFL4011 - 72 HOUR, LLC Total:		56,184.50
YARYPHOT - YARY SPORTS LDT		
0	11/06/2025	
Inv 12984		500.00

Check Number	Check Date	Amount
0 Total:		500.00
YARYPHOT - YARY SPORTS LDT Total:		500.00
Total:		678,583.33

City of
SOUTH PASADENA

Online Payment Log			
Date	**Vendor**	**Amount**	**Description**
11/5/2025	So Cal Gas	$881.25	Online Payment for City Owned Natural Gas Accounts.
11/10/2025	So Cal Edison	$17,388.68	Online Payment for Various City Owned Electric Accounts.
Total:		***$18,269.93***	

Payroll

Payroll Summary Report

Payroll Date:	**10.24.2025**	**Regular**		
Checks			$	828.05
Direct Deposits			$	577,297.79
IRS Payments			$	110,510.50
EDD - State of CA			$	35,975.51
PERS Pension			$	143,449.50
Deferred Comp			$	33,227.80
PERS Health			$	219,013.34
		Subtotal:	**$**	**1,120,302.49**

Payroll Date:	**10.27.2025 - Off Cycle**			
Checks			$	7,431.84
Direct Deposits			$	-
IRS Payments			$	2,821.55
EDD - State of CA			$	968.89
PERS Pension			$	-
Deferred Comp			$	-
PERS Health			$	-
		Subtotal:	**$**	**11,222.28**
		Grand Total:	**$**	**1,131,524.77**

Accounts Payable

Void Check Proof List

User: hlin
Printed: 11/04/2025 - 11:30AM
Batch: 00001.11.2025 - VOID 322202

Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: LUIS7101	Luis Carrillo									
Check No: 322202	Check Date:	10/06/2025								
	96.75	5522-3	09/22/2025	Technology Surcharge					No	0
106-0000-0000-5520-000										
	83.00	5522-1	09/22/2025	CEQA-Filing					No	0
101-0000-0000-5200-002										
	884.50	5522-2	09/22/2025	COA					No	0
101-0000-0000-5200-009										
Check Total:	1,064.25									
Vendor Total:	1,064.25									
Report Total:	1,064.25									

Accounts Payable

Void Check Distribution List

User: hlin
Printed: 11/4/2025 - 11:32 AM
Batch: 00001.11.2025 - VOID 322202

	DR Amount	CR Amount	Acct Number	Description	Vendor
Fund:101General Fund					
	967.50	0.00	101-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	83.00	101-0000-0000-5200-002	Planning Fees	LUIS7101
	0.00	884.50	101-0000-0000-5200-009	Cultural Heritage (CHC) Fee	LUIS7101
Total for Fund:101	967.50	967.50			
Fund:106Technology Surcharge Fund					
	96.75	0.00	106-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	96.75	106-0000-0000-5520-000	Technology Surcharge	LUIS7101
Total for Fund:106	96.75	96.75			
Grand Total:	1,064.25	1,064.25			

Create Stop Payment Confirmation

Generated On: 2025-10-30 18:39 p.m. ET by TFERNANDEZ

Enter Details 1 — Verify Details 2 — Complete 3

Your stop has been successfully created. Please print this page for your record.

Transaction Details

Stop Type	Stop Status	Reference Number
Single	Confirmed	20251030222937885

Account

[redacted] - CITY OF SOUTH PASADENA OPERATING - USD

Check Number

322202

Payee	Amount
Luis Carrillo	1,064.25

Expiry Date

2030-10-30

Reason for Stop

Other

Term

60 Months

City Council Agenda Report

ITEM NO. 7

DATE: November 19, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Mark Perez, Acting Chief City Clerk

SUBJECT: **CONSIDERATION OF APPROVAL OF THE CITY COUNCIL REGULAR CITY COUNCIL MEETING MINUTES FOR NOVEMBER 5, 2025**

Recommendation
It is recommended that the City Council approve the minutes from the Regular City Council meeting held on November 5, 2025.

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

Background
The City Clerk's Division is responsible for producing meeting action minutes for the City Council meetings.

Analysis
The City Clerk prepares action minutes, which serve as the official written record of what actions the City Council took at a particular meeting, such as motions, votes, and direction, without including the detailed discussion. The purpose of meeting action minutes is to provide a clear and permanent record of Council actions for the public, staff, and legal purposes. The City Council adopts minutes from prior meetings to confirm that the record is accurate and complete. Even if a Councilmember was not present at the meeting, they may still vote to approve the minutes, since the minutes serve as the official record of the Council as a whole, not of individual attendance or opinions.

Fiscal Impact
Preparation of meeting minutes is included in the City Clerk's work plan as part of the FY 2025-2026 Adopted Budget.

Attachment:
Attachment No. 1 - November 5, 2025 Regular City Council Meeting Minutes

CITY OF SOUTH PASADENA
CITY COUNCIL - REGULAR MEETING

M I N U T E S
WEDNESDAY, NOVEMBER 5, 2025, AT 7:00 P.M.

CALL TO ORDER:

The Regular Meeting of the South Pasadena City Council was called to order by Mayor Braun on Wednesday, November 5, 2025, at 7:20 P.M. The City Council Chambers are located at 1424 Mission Street, South Pasadena, California.

ROLL CALL:

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

Mark Perez, Acting Chief City Clerk, announced a quorum.

CITY STAFF PRESENT:

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

PLEDGE OF ALLEGIANCE

The Flag Salute was led by Mayor Braun

CLOSED SESSION ANNOUNCEMENTS

1. CLOSED SESSION ANNOUNCEMENTS

A. REAL PROPERTY NEGOTIATIONS

Government Code Section 54956.8

1. Property Address:1055 Lohman Avenue
   Agency Negotiator: Todd Hileman, City Manager
   Negotiating Party: Troon Golf, LLC and Grass Clippings Development, LLC
   Under Negotiation: Price and Terms of Payment
2. Property Addresses:
   a. 815 Bonita Drive, South Pasadena, APN 5310-020-906
   b. 1107 Foothill Street, South Pasadena
   c. 911 Monterey Road, South Pasadena
   d. 801 Bonita Drive, South Pasadena
   e. 311 Fairview Avenue, South Pasadena
   f. 1101 Pine Street, South Pasadena, APN 5319-034-900
   g. 2028 Berkshire Avenue, South Pasadena, APN 5310-018-902
   h. 1005 Buena Vista, South Pasadena, APN 5317-009-901
   i. 225 Fairview Avenue, South Pasadena
   j. 863 Monterey Road, South Pasadena, APN 5314-021-900

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

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

PUBLIC COMMENT

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

In Person Public Comments

Cindy and Dylan Rubin spoke regarding promoting healthy clean air.

Colin Campbell spoke regarding vendor services.

Don Gibbs spoke regarding potential changes to the city's tree ordinance.

Yvonne LaRose spoke regarding her concerns in the security of the nation, immigration actions and SB 79.

Shlomo Nitzani spoke regarding a potential measure to address street pavement and sidewalks.

Josh Betta spoke regarding the Climate Action Plan.

Luis Cendrero spoke regarding the benefits of cannabis.

Carolyn Kaloostian, Yaneth Rodriguez, Hannah Kwack, Marisol Aday, Anahy Alcantara and Myron Quon spoke regarding a potential tobacco retail license ordinance.

Yaneth Rodriguez spoke regarding USC research conducted on tobacco retail license ordinances.

Christina Cardenas spoke regarding a letter of support submitted by the City Council of Alhambra.

Julia Ruedas spoke regarding concerns with tobacco and vaping.

Zoom Public Comments

Edgar Varela spoke regarding additional parking in the city.

Robert Park spoke regarding a potential tobacco retail license ordinance.

CHANGES TO THE AGENDA

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

Item No. 14 was removed from the agenda at the request of City Attorney Diaz.

CONSENT CALENDAR

Item nos. 6 and 9 were pulled for separate discussion by Mayor Pro Tem Rossi. Item no. 10 was pulled for separate discussion via public comment. A motion was made by Councilmember Cacciotti and seconded by Mayor Braun to approve Item Nos. 4, 5, 7, 8, 11, 12 and 13 of the consent calendar, as presented. The motion carried 5-0, by the following vote:

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

4. **CONSIDERATION OF APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF $223,906.60; GENERAL CITY WARRANTS IN THE AMOUNT OF $836,519.98; ONLINE PAYMENTS IN THE AMOUNT OF $167,038.02; VOIDS IN THE AMOUNT OF ($5,836.65); PAYROLL IN THE AMOUNT OF $866,824.02**

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

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

5. **CONSIDERATION OF APPROVAL OF THE CITY COUNCIL REGULAR CITY COUNCIL MEETING MINUTES FOR JULY 16, 2025 AND OCTOBER 15, 2025**

   Recommendation
   It is recommended that the City Council approve the minutes from the Regular City Council meeting held on July 16, 2025 and October 15, 2025.

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

6. **CONSIDERATION OF APPROVAL OF THE 2026 CITY COUNCIL MEETING SCHEDULE**

   Recommendation
   It is recommended that the City Council approve the City Council meeting schedule for the 2026 calendar year.

   COUNCIL MOTION AND ACTION

   Item no. 6 was pulled for separate discussion by Mayor Pro Tem Rossi. A motion was made by Councilmember Cacciotti and seconded by Councilmember Primuth to approve Item No. 6, as presented. The motion carried 5-0, by the following vote:

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

7. **CONSIDERATION OF AUTHORIZATION TO ACCEPT A GRANT AWARD IN THE AMOUNT OF $65,000 FROM THE CALIFORNIA OFFICE OF TRAFFIC SAFETY FOR THE STRATEGIC TRAFFIC ENFORCEMENT PROGRAM AND ADOPT RESOLUTION NO. 7947 APPROPRIATING THE FUNDS**

Recommendation

It is recommended that the City Council

1. Accept the grant award in the amount of $65,000 from the California Office of Traffic Safety for the Strategic Traffic Enforcement Program (Attachment No. 1);
2. Adopt Resolution No. 7947 appropriating $65,000 in revenue and expenditures in Fund 269 - OTS Grant (Attachment No. 2); and
3. Authorize the City Manager, or designee, to execute all necessary documents to accept the grant.

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

8. CONSIDERATION OF ADOPTION OF RESOLUTION NO. 7948 AUTHORIZING AND CONFIRMING THE TRANSFER OF OWNERSHIP AND RESPONSIBILITY FOR THE ACCELERANT DETECTION CANINE "DELTA" TO THE CITY OF MONTEBELLO AND APPROVING THE BILL OF SALE AND RELEASE OF LIABILITY AGREEMENT

Recommendation

It is recommended that City Council:

1. Adopt Resolution No. 7948(Attachment No.1) authorizing and confirming the transfer of ownership and responsibility for the Accelerant Detection Canine (ADC) "Delta" to the City of Montebello (Attachment No. 2);
2. Approve the Bill of Sale and Release of Liability agreement (Attachment No. 3); and
3. Authorize the City Manager and Fire Chief to execute all related documents.

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

Resolution No. 7948 was adopted.

9. CONSIDERATION TO ADOPT RESOLUTION NO. 7949 CASTING ITS VOTE(S) FOR MAYOR ROBERT GONZALES OF THE CITY OF AZUSA TO REPRESENT CITIES WITH PRESCRIPTIVE PUMPING RIGHTS TO THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY

Recommendation

It is recommended that the City Council adopt Resolution No. 7949 (Attachment No. 1) casting the City's votes for Mayor Robert Gonzales of the City of Azusa to represent cities with prescriptive pumping rights to the San Gabriel Basin Water Quality Authority.

Zoom Public Comments

Josh Betta spoke regarding the item.

COUNCIL MOTION AND ACTION

Item no. 9 was pulled for separate discussion by Mayor Pro Tem Rossi. A motion was made by Councilmember Primuth and seconded by Councilmember Cacciotti to approve Item No. 9, as presented. The motion carried 3-1-0-1, by the following vote:

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

Resolution No. 7949 was adopted.

10. INFORMATIONAL REPORT REGARDING THE PROPOSED MENTAL EVALUATION TEAM PROGRAM TO ADDRESS MENTAL-HEALTH RELATED INCIDENTS AND AUTHORIZATION TO SUBMIT A COMMUNITY-BASED VIOLENCE INTERVENTION AND PREVENTION INITIATIVE GRANT TO FUND THE PROPOSED PROGRAM

Recommendation

It is recommended that the City Council:

1. Receive and file the informational report regarding the proposed mental health evaluation team program to address mental-health related incidents; and
2. Authorize staff to submit an application to the Community-Based Violence Intervention and Prevention Initiative grant administered by the U.S. Department of Justice to fund the proposed program.

In Person Public Comments

Josh Betta spoke regarding the item.

COUNCIL MOTION AND ACTION

Item no. 10 was pulled for separate discussion via public comment. A motion was made by Councilmember Ferguson and seconded by Councilmember Cacciotti to approve Item No. 10, as presented. The motion carried 5-0, by the following vote:

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

11. CONSIDERATION OF ADOPTION OF RESOLUTION NO. 7950 APPROVING THE LIBRARY SPECIAL TAX ANNUAL REPORT AND AUTHORIZING THE COLLECTION OF THE TAX FOR FISCAL YEAR 2025-2026

Recommendation

It is recommended that the City Council:

1. Adopt Resolution No. 7950 (Attachment No.1) approving the Library Special Tax Annual Report; and
2. Authorize the collection of the Tax by the County of Los Angeles at the rates established for Fiscal Year 2025-2026.

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

Resolution No. 7950 was adopted.

12. CONSIDERATION OF FIRST READING AND INTRODUCTION 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; AND SETTING A DATE FOR A PUBLIC HEARING

Recommendation

It is recommended that the City Council introduce the Ordinance by title only and waive full reading of Ordinance No. 2407 amending Article1 of Chapter 9 (Buildings) and adopting by reference certain titles of the 2025 California Building Standards Code and schedule a public hearing on the ordinance at the regular City Council meeting on December 3, 2025.

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

13. CONSIDERATION OF FIRST READING AND INTRODUCTION OF ORDINANCE NO. 2408 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 SETTING A DATE FOR A PUBLIC HEARING

Recommendation

It is recommended that the City Council:

consider approving the fourth amendment to the agreement with California Metro Patrol for security guard services at the library for an additional amount of $119,000, bringing the aggregate total to $337,196.60, and extend the agreement term to February 28, 2026.

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

ACTION/DISCUSSION

14. DISCUSSION AND DIRECTION REGARDING THE MUNICIPAL CODE PROVISIONS RELATED TO CITY COMMISSIONS AND CONSIDERATION OF AN ORDINANCE NO. 2406 OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING ARTICLE IV (BOARD AND COMMISSIONS-GENERAL PROVISIONS), ARTICLE IVA (PLANNING COMMISSION), ARTICLE IVC (COMMUNITY SERVICES COMMISSION) AND ARTICLE IVI (FINANCE COMMISSION) OF CHAPTER 2 (ADMINISTRATION) OF THE SOUTH PASADENA MUNICIPAL CODE TO REVISE THE GENERAL PROVISIONS APPLICABLE TO ALL COMMISSIONS AND UPDATE AND/OR DELETE INCONSISTENT OR OBSOLETE PROVISIONS AND AMEND THE SOUTH PASADENA MUNICIPAL CODE

Recommendation

It is recommended the City Council introduce and waive full reading of Ordinance No. 2406 related to Commissions and amending various articles of Chapter 2 of the South Pasadena Municipal Code.

This item was removed from the agenda at the request of City Attorney Diaz.

PUBLIC COMMENT – CONTINUED

15. CONTINUED PUBLIC COMMENT - GENERAL

None.

COMMUNICATIONS

16. COUNCILMEMBERS COMMUNICATIONS

Councilmember Primuth spoke regarding Halloween in South Pasadena.

Motion by Councilmember Cacciotti to use his discretionary funds to purchase traffic control devices for future block parties. Seconded by Councilmember Primuth.

Mayor Pro Tem Rossi spoke regarding the Senior Center Community Luncheon. She spoke regarding her recent Southern California Association of Governments and San Gabriel Valley Council of Governments Transportation Committee meeting.

Councilmember Cacciotti spoke regarding a recent block party, a recent San Gabriel Valley Council of Governments meeting, the clean up at South Pasadena Nature Park, a recent Santa Monica Mountain Conservancy meeting.

Mayor Braun spoke regarding ongoing road repair

17. CITY MANAGER COMMUNICATIONS

Deputy Public Works Director Anteneh Tesfaye spoke regarding the city's transition to a three-stream waste collection system. Beginning on November 10th, Athens Services will begin distributing the new trash barrels to residents throughout the city.

ADJOURNMENT

There being no further matters, Mayor Braun adjourned the meeting at 9:20 P.M. to Wednesday, November 19, 2025, at 7:00 P.M. in the City Council Chambers.

Respectfully submitted:

_____
Mark Perez
Acting Chief City Clerk

APPROVED

_____
Janet Braun
Mayor

ATTEST:

_____

Mark Perez
Acting Chief City Clerk

City Council Agenda Report

ITEM NO. 8

DATE: November 19, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Nick Kimball, Assistant City Manager/Chief Financial Officer

SUBJECT: **CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR THE DEVELOPMENT OF AN IMPACT FEE NEXUS STUDY IN AN AMOUNT NOT TO EXCEED $56,040**

Recommendation

It is recommended that the City Council approve a professional services agreement with Willdan Financial Services for a nexus study for Development Impact Fees in an amount not to exceed $56,040.

Executive Summary

The City of South Pasadena last completed a comprehensive Development Impact Fee (DIF) study over a decade ago. Since that time, changes in State law (including AB 602), cost escalation, and new infrastructure demands have created the need to update the City's nexus study and related fee program to ensure that development pays its fair and legally defensible share of public facility and infrastructure costs.

In response to the City's Request for Proposals, three firms: 1) Economic & Planning Systems (EPS), 2) Matrix Consulting Group, and 3) Willdan Financial Services, submitted proposals. After a thorough review of each proposal's qualifications, technical approach, and familiarity with South Pasadena, staff recommends awarding a professional service agreement to Willdan Financial Services based on their extensive experience, local familiarity, and capacity to integrate this study with the City's ongoing User Fee and Cost Allocation Plan updates.

Background

Development Impact Fees are established to ensure that new development contributes proportionally to the cost of public facilities and infrastructure necessary to serve growth. The California Mitigation Fee Act (AB 1600), enacted in 1987 and codified in Government Code Sections 66000–66025, requires that development impact fees imposed by local governments be supported by a clear "nexus" demonstrating a reasonable relationship between the fee charged and the public facilities or infrastructure needed to serve new development. It mandates that jurisdictions identify the purpose of each fee, the facilities to be financed, and how the fee amount was determined, while also establishing accounting, reporting, and refund requirements to ensure transparency and prevent misuse.

In 2021, the California legislature adopted AB 602, which builds upon AB 1600 by standardizing and modernizing nexus study requirements, including mandating greater

transparency, standardized methodologies, and public accessibility of fee studies, so that impact fees are equitable, data-driven, and clearly tied to the costs of accommodating growth.

The City's current impact fee program has not been comprehensively updated in many years and may no longer accurately reflect current infrastructure costs, service levels, or development trends. Updating the nexus study is a key step toward maintaining financial sustainability, ensuring fee defensibility, and supporting the City's Capital Improvement Program (CIP).

On September 25, 2025, the City issued a Request for Proposals (RFP) for qualified firms to conduct a Development Impact Fee Nexus Study, with the proposals due on October 24, 2025. Three (3) firms submit timely proposals in response to the RFP.

Analysis
A Development Impact Fee (DIF) is a one-time charge imposed on new development to help fund the public facilities and infrastructure needed to serve that growth. Its purpose is to ensure that new residential, commercial, and industrial projects contribute their fair share toward the cost of improvements such as parks, streets, utilities, police and fire facilities, and other essential services. By aligning the cost of growth with those who generate the demand, development impact fees promote fiscal equity, maintain service levels for existing residents, and support the long-term sustainability of a community's infrastructure and quality of life.

The City currently has two (2) development-related impact fees codified in the South Pasadena Municipal Code. The first, Chapter 16A of the Municipal Code (Growth Requirement Capital Fee), establishes a general Development Impact Fee on new construction and additions. This fee is assessed at a flat rate of $250 per 900 square feet of new or added residential space and $500 per 1,500 square feet of new or added commercial space.

The second fee, Chapter 16B of the Municipal Code (Water and Sewer Impact Fee), establishes impact fees designed to mitigate the effects of new development on the City's water and sanitary sewer systems. This fee ensures that the costs of necessary utility infrastructure upgrades or capacity expansions are proportionally borne by new users rather than existing ratepayers.

A citywide nexus study will allow the City to update these provisions with a transparent, data-driven, and legally defensible fee program aligned with AB 1600 and AB 602.

Requested Scope of Service:
The City requested proposals from firms to collaborate with City staff to review the City's existing impact fee structure, assess service levels and infrastructure needs, and develop updated, legally defensible fees supported by a clear technical nexus. The Scope of Service for the proposed engagement includes identifying public facility categories appropriate for inclusion in the impact fee program, such as transportation, parks, police, fire, library, and government facilities.

The project objectives include:

- Developing a list of impact fee categories that will meet the City's needs, including potential consolidation of existing categories for ease of administration;
- Developing a technically defensible fee justification, based on the reasonable

relationship and deferential review standards;
- Reviewing facility standards, capital facilities plans, development and growth assumptions, facilities master plans, and supporting infrastructure needs;
- Identifying potential additional impact fees to address unmet future capital facilities needs;
- Providing a schedule of maximum-justified fees by land use category; and
- Providing comprehensive documentation of assumptions, methodologies, and results, including findings required by the Mitigation Fee Act, and recommendations on credits, reimbursements, annual inflationary adjustments, and reporting best practices.

Evaluation Summary:
In September, the City issued a Request for Proposals (RFP) for qualified firms to update a Development Impact Fee Nexus Study. Three (3) proposals were received and evaluated based on qualifications, relevant experience, technical approach, team expertise, and familiarity with the City's financial systems and policy priorities.

Firm	Proposed Cost
Matrix Consulting Group	$24,500
Willdan Financial Services	$56,040
Economic & Planning Systems (EPS)	$110,000

All three firms have experience preparing development impact fee studies for cities and counties in California and are familiar with the California regulatory environment, including AB 1600 and AB 602. The proposed costs varied widely.

Per Section 2.99-29(12) - Professional Services of the City's Municipal Code, contracts for services of specially trained and professional persons or businesses shall be exempt from bidding. No solicitation method is required but quotations are encouraged. Per the City's Purchasing Policy, Professional Services use a best value process where factors such as vendor qualifications and/or product or system functionality are evaluated in addition to low pricing. This means that a higher price can be paid for the service if the overall best value to the City can be justified.

After reviewing the three proposals, the Review Committee, comprised of the Assistant City Manager/CFO, Public Works Director, and Community Development Director, recommend awarding a professional services agreement to Willdan Financial Services (Willdan) for a Development Impact Fee study. Based on a best value evaluation of qualifications, approach, and demonstrated capacity to meet the City's specific needs, Willdan offers the strongest combination of technical expertise, recent experience conducting development impact fee studies in comparable Southern California jurisdictions, and direct familiarity with South Pasadena's financial structure through its current work on the City's Cost Allocation Plan and User Fee Study.

This existing knowledge will reduce duplicative staff effort, shorten the data-gathering phase, and promote consistency across all City fee programs, thereby increasing efficiency and lowering overall project risk. Additionally, Willdan's project team, led by recognized subject matter experts in impact fee law, nexus methodology, and public facility planning, has a proven track record of preparing defensible, transparent fee programs that comply with the Mitigation Fee Act (AB 1600) and AB 602.

Other aspects of Willdan's proposal that stood out to the Review Committee include their demonstrated knowledge of the City's existing impact fees, identification of policy issues the City will need to address, and their understanding of debt financing and the need to structure impact fee programs in a manner that fees can be used to pay back borrowing if another source of credit exists.

For these reasons, the Review Committee recommends City Council award a professional services agreement for the proposed services.

Fiscal Impact

The proposed amount of the professional service agreement is not to exceed $56,040, which includes all professional services, stakeholder meetings, and preparation of the final nexus report. Since the proposed study will review both development and water/sewer impact fees, the total cost of the agreement will be allocated proportionally to each fund, with 50% of the cost from the General Fund ($28,020), 25% from the Water Fund ($14,010), and 25% from the Sewer Fund ($14,010).

Funding for the Development Impact Fee Nexus Study is currently appropriated in the Fiscal Year 2025–26 Adopted Budget in the following accounts:

Fund/Division	Account	Appropriation
General Fund		
PW Admin	101-6010-6011-8170-000	$9,340
CDD Admin	101-7010-7011-8170-000	$9,340
Finance Admin	101-3010-3011-8170-000	$9,340
Water Fund/Administration	500-6010-6711-8170-000	$14,010
Sewer Fund/Administration	210-6010-6501-8170-000	$14,010
	TOTAL:	**$56,040**

Attachment:
Attachment No. 1 - Willdan PSA
Attachment No. 1 - Exhibit A - Nexus Study Proposal - Willdan

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

City of South Pasadena /Willdan Financial Services

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into as of November 19, 2025, by and between the City of South Pasadena, a California municipal corporation ("City"), and Willdan Financial Services ("Consultant").

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: Development Impact Fee Nexus Study

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 Fifty-Six Thousand Forty Dollars ($56,040.00).

3.5. "Commencement Date": November 19, 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. James Edison shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.

5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.

5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.

6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit A. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit A. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the 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: Nexus Study for Development Impact Fees
- 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. Pr**ofessional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed $50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of

the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project, and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.

12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired 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

James Edison, Managing Principal
Willdan Financial Services
27368 Via Indusria, Suite 200
Temecula, CA 92590
Phone: 951-587-3500
Fax: 951-587-3510

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	Willdan Financial Services
By:_____ Todd Hileman, City Manager	By:_____ Chris Fisher, Vice President/Director
Date:_____	Date:_____

Attest:

By:_____
Mark Perez, Acting Chief City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

CITY OF SOUTH PASADENA
CALIFORNIA

Nexus Study for Development Impact Fees







WILLDAN

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Cover Letter

October 24, 2025

Ms. Joan Powe
Procurement Contracts Administrator
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

Re: Proposal to Conduct a Development Impact Fee Nexus Study for the City of South Pasadena

Dear Ms. Powe:

Willdan Financial Services ("Willdan") is pleased to present this proposal to the City of South Pasadena ("City") to prepare a comprehensive Development Impact Fee Nexus Study. The purpose of this engagement is to evaluate, establish, and update the City's residential and commercial impact fees to ensure they are legally defensible, equitable, and aligned with the community's current and future infrastructure needs. Willdan's approach emphasizes technical accuracy, transparency, and collaboration, ensuring the resulting study complies with the Mitigation Fee Act and AB 602 requirements while providing clear, data-driven justification for all recommended fees. With decades of experience preparing impact fee and nexus studies for California cities, Willdan is well positioned to support the City in developing an updated, publicly credible, and policy-driven impact fee program. Outlined below are the advantages and benefits that Willdan will provide for the City.

Unmatched experience implementing and defending fee programs. Willdan's impact fee staff has assisted more than 100 California government agencies with the development and/or update of all fee types and is fortunate to be in a position that will provide a tremendous benefit to the City. Each project has required defensible documentation and thorough coordination of fee program changes for different agency departments and stakeholders within the business community. In some cases, Willdan has been required to negotiate fees with stakeholders and, on occasion, defend them in meetings and public forums.

Established Law and Recent Legislation. We are particularly strong in advising our clients on the advantages and disadvantages of different fee schedule structures (citywide versus multiple-fee districts/zones; more versus fewer land-use categories; etc.) and methods of fee calculation that are based on the City's and stakeholder priorities. Impact fees also need to be developed in compliance with the Mitigation Fee Act (California Government Code Section 66000 et seq., also known as Assembly Bill 1600) so that they are defensible and transparent. We are also current on the changes to fee programs and the adoption of Nexus studies resulting from AB 602, which took effect in 2022.

Recent Experience with the City of South Pasadena and Nearby Communities. Willdan has an extensive and ongoing relationship with the City of South Pasadena, currently providing consulting services under multiple agreements. In 2025, Willdan was selected to prepare a Comprehensive User Fee Study and Cost Allocation Plan to assist the City in aligning its cost recovery structure with the true cost of service delivery and to ensure compliance with federal OMB regulations.. We will leverage this knowledge and our established relationships with City staff to streamline and expedite our work, reducing the need for extensive data gathering and allowing us to focus more time on analysis. This enables us to provide clear, defensible results and meaningful recommendations that other firms cannot match, allowing City staff to dedicate their time to core operations. In addition, Willdan has recent (and current) experience in several neighboring jurisdictions, including San Marino, Azusa, Sierra Madre and San Gabriel.

Innovative Methodologies. As Willdan operates nationally, we possess unique experiences in numerous jurisdictions dealing with multiple challenges. Our ability to produce studies that accommodate various options and viewpoints ensures fair-minded and sensible projects. Our methodology and approach to impact fees has proven to be effective for Cities and Counties, the development community, and the public. Utilizing focus groups, with established guidelines, during the study, fully informs the development community and the public of the justification of the impact fees, and their positive effect on community growth.

Successful project completion. Willdan has successfully completed many development impact fee studies, including most recently in ***Cities of Azusa, Sierra Madre, Upland, Chino Hills, Claremont, Fontana, Rialto, Corona, Eastvale, Moreno Valley, Murrieta, Menifee, Lake Elsinore, and Yucaipa***, as well as the ***County of Riverside*.**

Best-in-class impact fee team that can work immediately to prepare an impact fee program. The Willdan team begins a project by evaluating the agency's existing fee program, if available, and current capital planning policies and funding programs. Not all capital projects are amenable to funding from impact fee programs, and we identify sources that complement fee revenues to fully fund the capital improvement program. The team's Principal-in-Charge and Project Manager are well respected by our clients for their skill in proactively organizing a clear, consensus-based project approach.

Proposal Validity — Willdan acknowledges herein its willingness to maintain all specified fees and services for a period of one hundred eighty (180) days from the submission date of October 24, 2025.

Legal Review — Willdan has reviewed the City's sample agreement and requests no changes to the terms and conditions, Willdan will sign the agreement as presented with the City's RFP.

I, Chris Fisher, am an authorized signer for Willdan Financial Services and submit this proposal on the firm's behalf. Mr. James Edison will serve as the primary contact for this engagement. Should you wish to discuss any aspect of this submittal, please reach out to him directly; his contact information is provided in the table below. ***I hereby certify that all information and statements contained in this proposal are true, accurate, and complete to the best of my knowledge.***

Willdan Financial Services
Primary Contact
James Edison, JD, MPP
Managing Principal
Direct #: (510) 912-4687 | Email: JEdison@Willdan.com

Sincerely,
Willdan Financial Services



Chris Fisher
Vice President / Director

Qualifications, Experience, and References

Firm Profile

Willdan Financial Services is an operating division within Willdan Group, Inc. (WGI), which was founded in 1964 as an engineering firm working with local governments. Today, WGI is a publicly traded company (WLDN). WGI, through its divisions, provides professional technical and consulting services that ensure the quality, value and security of our nation's infrastructure, systems, facilities, and environment. The firm has pursued two primary service objectives since its inception—ensuring the success of its clients and enhancing its surrounding communities.

A financially stable company, Willdan has approximately 1,770 employees working in more than a dozen states across the U.S. Our employees include a number of nationally recognized Subject Matter Experts for all areas related to the broadest definition of connected communities—***including a team who will be committed to contributing their expertise throughout the duration of the City of South Pasadena's Development Impact Fee Nexus Study engagement.***



Willdan has solved economic, engineering and energy challenges for local communities and delivered industry-leading solutions that have transformed government and commerce. Today, we are leading our clients into a future accelerated by a change in resources, infrastructure, technology, regulations, and industry trends.

Willdan Financial Services

Established on June 24, 1988, Willdan Financial Services, is a national firm and is one of the largest public sector economic and financial analysis consulting firms in the United States. Since that time, we have helped over 800 public agencies successfully address a broad range of infrastructure challenges.

Our staff of over 80 professionals support our clients by conducting year-round workshops and on-site training to assist them in keeping current with the latest developments in our areas of expertise.

Willdan assists local public agencies by providing the following services:

Willdan Financial Services	
Services	
▪ User fee studies; ▪ Cost allocation studies; ▪ Utility rate and cost of service studies; ▪ Feasibility studies; ▪ Municipal Advisory; ▪ Arbitrage and Continuing Disclosure Services; ▪ Economic development strategic plans; ▪ Debt issuance support	▪ Development impact fee establishment and analysis; ▪ District Administration Services; ▪ Real estate economic analysis; ▪ Property tax audits; ▪ Tax increment finance district formation and amendment; ▪ Housing development and implementation strategies; and ▪ Long-term financial plans and cash flow modeling.

Experience and Expertise

Willdan has been preparing impact fee nexus studies since the passage of the *Mitigation Fee Act*. Our commitment to public agencies and public solutions has helped us develop the broad finance expertise that will be utilized to support the City's Development Impact Fee Nexus Study . Willdan has worked on virtually every aspect of municipal finance, including fiscal and economic impact studies related to development and re-organization, the financing of infrastructure and services through special district or supplemental taxes, and even working under contract as a department head of an entire municipality. This experience has provided Willdan team members with deep insight into the sources of municipal revenue and the costs of services.

Managing Principal James A. Edison and his team have worked with public agencies on many community development projects, including the full range of analysis related to feasibility, economic and fiscal impacts, infrastructure finance, and negotiations with private developers. Willdan is thoroughly familiar with both the Act and with the technical and policy issues surrounding impact fees.

In the past five years Willdan has conducted over 125 Impact Fee Studies



Unique Qualifications

Willdan is uniquely qualified to assist the City of South Pasadena with the proposed Development Impact Fee Nexus Study . The following are specific advantages that we will provide for the proposed engagement.

Project Dedication

Willdan has assembled a project team of subject matter experts within the Financial Consulting Services group, to conduct the City of South Pasadena Development Impact Fee Nexus Study engagement. This team has coordinated or participated in numerous public stakeholder and staff workshops regarding fees and cost of service-based charges.

Community Investment

Much of our success in developing impactful programs and studies is due to our experiences in meeting with citizen / stakeholder groups and elected officials. Our ability to explain technical information in a concise, understandable manner is a fundamental reason for our high degree of success. Willdan staff takes the time to ***include and inform the Community***.

Proven Professionals

The Team's quality is often as important as the consulting firm's reputation. Willdan is known for its personal, customized service. Our team will work with the City's professional staff to provide the long-term service, that is our prime goal.

The team presented within this proposal has worked collectively on numerous projects, such as the one requested by the City of South Pasadena; an established work practice between the team members has been forged, this proven long-standing system has benefited our clients.

Project Availability

Willdan's Financial Consulting Services group is composed of a team of over 30 senior-level professional consultants. While each member of the project team currently has work in progress with other clients, the workload is at a manageable level with sufficient capacity to meet the needs of the City specific to the schedule and budget for this engagement.

Financial Status

To establish our financial stability, we are providing the following information. Willdan Group, Inc. (WGI) has sustained a healthy financial performance record due to the outstanding performance of our operating divisions and a strong, dependable reputation in municipal consulting.
A snapshot of WGI's financial statistics have been provided to the right demonstrating our financial position and stability.

As a publicly traded company (WLDN), must provide public financial information as required by the SEC. Additional detailed financial statements and annual reports are included on our webpage (http://ir.willdangroup.com/).

Financial Stability

- In business for over 60 years
- Approximately 1,770 employees
- Fiscal Year 2024 Consolidated Contract Revenue of $544M
- Market capitalization of $ 829.36M (June 2025)
- $50 million Line of Credit
- $100 million Revolving Credit Facility

Bankruptcy, Litigation, Mergers/Acquisitions

Willdan Financial Services is not currently involved in any condition (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede our ability to complete this engagement.

Relevant Experience

In accordance with the RFP requirements, a list of projects completed during the past five years is included in the appendix.

General References

Provided below are general client references for projects completed by Willdan and the project team members, additional references and project descriptions are included in the Relevant Qualifications & References section.

Willdan Financial Services
General Development Impact Fee Study References

Client	Project	Client Contact Information
City of Pismo Beach, CA	**Development Impact Fee Study**	Nadia Feeser Administrative Services Director 750 Mattie Road Pismo Beach, CA 93449 Tel #: (805) 773-7010 Email: nfeeser@pismobeach.org
City of Cudahy, CA	**Development Impact Fee Update**	Joshua Calhoun, CPA Finance Director 5220 Santa Ana Street Cudahy, CA 90201 Tel. #: (323) 773-5143 Email: jcalhoun@cityofcudahyca.gov
City of Fillmore, CA	**Development Impact Fee Update**	Kevin McSweeney Planning and Community Development Director 250 Central Avenue Fillmore, CA 93015 Tel #: (805) 834-1084 Email: kmcsweeney@fillmore.ca.us
County of Riverside, CA	**Comprehensive Impact Fee Study**	Serena Chow Administrative Services Manager 3403 10th Street, Suite 400 Riverside, CA 92501 Tel #: (951) 955-6619 Email: schow@rivcoeda.org

Proposed Staffing & Project Organization

We are confident that our team possesses the depth of experience necessary to successfully fulfill the desired work performance. Below is the proposed team that will support the City throughout this engagement.

Project Team Organization

Our management and supervision philosophy for the project team is very simple: staff every position in sufficient numbers with experienced personnel to deliver a superior product and convey results to decision makers in meetings, on time and on budget. With that philosophy in mind, we have selected experienced professionals for the City's engagement.

City of South Pasadena
Project Team

Key Team Member	Project Role	Responsibility to the Engagement
James Edison, JD, MPP **Managing Principal**	Principal-in-Charge	▪ Ensure client satisfaction, flow of communication, and management of the project ▪ Technical guidance ▪ Project oversight ▪ Quality assurance & control, and ▪ Meeting and presentation attendance
Carlos Villarreal, MPP **Principal Consultant**	Project Manager	▪ Collect, interpret, and disseminate key data ▪ Day to day contact ▪ Production of key elements of the analysis ▪ Model development ▪ Report preparation, and ▪ Meeting and presentation attendance

Staff Continuity

Mr. Edison has been assigned to serve as the City's principal-in-charge; he has been selected for this role due to his extensive experience, which includes the preparation and supervision of numerous fee studies, as well as his experience presenting to governing bodies, stakeholders, and industry groups.

Subconsultants

Due to the nature of the requested services and Willdan's vast experience with the proposed scope of work, Willdan will not employ, contract with, or use the services of any subcontractors at any point during this engagement.

Resumes

Resumes for Willdan's project team are presented on the following pages.



James Edison, JD, MPP, MA

Principal-in-Charge

Mr. James Edison, Managing Principal, specializes in the nexus between public and private, with expertise in public-private partnerships, and the benefits of economic development to municipalities and state, provincial, regional, and national governments. He possesses deep expertise in land use economics, with a specialty in finance and implementation, including fiscal impact and the public and private financing of infrastructure and development projects, both in the U.S. and internationally. Mr. Edison's public-sector experience includes local and regional economic impact studies; fiscal impact evaluations; new government formation strategies; and the creation of impact fees, assessments, and special taxes to fund infrastructure and public facilities. He has conducted numerous evaluations of the economic and fiscal impact of specific plans and consulted on a wide variety of land use planning topics related to community revitalization and the economic and fiscal impacts of development.

As a former bond attorney, Mr. Edison understands the legal underpinnings and technical requirements of public financing instruments and has advised both public and private clients on the use of individual instruments, and the interaction between those instruments and the needs of developers and project finance.

Education

Juris Doctorate, University of California, Berkeley, School of Law

Master of Public Policy, Goldman School of Public Policy, University of California, Berkeley

Bachelor of Arts, magna cum laude, Harvard University

Professional Registrations

Member of State Bar, California

Affiliations

Council of Development Finance Agencies

CFA Society of San Francisco

Congress for the New Urbanism

Urban Land Institute

Seaside Institute

International Economic Development Council

28 Years' Experience

Select Related Experience

City of Garden Grove, CA – Development Impact Fee: Mr. Edison was the project manager for the City of Garden Grove's most recent Development Impact Fee study update in 2016. The project included updating the City's transportation and park and recreation facilities fees, and the creation of a storm drain fee.

City of Newport Beach, CA –Development Impact Fee Study: Mr. Edison was the principal-in-charge for the City's study that established fees for Recreation, Police, Fire/Life Safety, and Water and Sewer facilities.

City of Moreno Valley, CA – Comprehensive Development Impact Fee Study: Mr. Edison was the principal-in-charge for the City's comprehensive impact update. Fee categories included arterial streets, traffic signals, interchanges, parks, recreation, fire, police, library, corporation yard, maintenance equipment, and animal shelter facilities.

City of Murrieta, CA – Master Facilities Plan and Development Impact Fee Calculation Report Update: Mr. Edison served as the principal-in-charge of the City's study to update their Master Facilities Plan and Development Impact Fee Calculation Report, to ensure that new development pays the capital costs associated with growth. ***Willdan was recently re-selected, through competitive bid, to update the Impact Fees.***

City of Cudahy, CA – Development Impact Fee Study: Mr. Edison led the Willdan team that helped the City analyze impact fees needed to support future development in the City of Cudahy through buildout of the City's General Plan.

City of Indian Wells, CA – Development Impact Fee Study: Mr. Edison served as the principal-in-charge for the City Indian Wells' update to their development impact fees. The fee program was comprised of a variety of fee categories including transportation, public facilities, recreation, park, and storm drain.

City of Fountain Valley, CA – Development Impact Fee Update Study: Mr. Edison served as the project manager for the City of Fountain Valley's update to their development impact fees. Fees included the park impact fee, traffic improvement fee, transportation impact fee, utility infrastructure impact fee and general plan surcharge fee.

County of Riverside, CA – Comprehensive Impact Fee Update: Mr. Edison led the effort to establish a comprehensive fee program for the County, including facilities fees for fire, police, parks, criminal justice, libraries, and traffic. He prepared the technical and analytical documents necessary to calculate the fee and establish the necessary nexus to collect it, as well as presented the fees during public hearings to the County Board of Supervisors. ***Furthermore, Mr. Edison is currently leading an update to the County's development impact fees for 2030.***

J. Edison
Resume Continued

City of McFarland, CA – Impact Fee Study Update: Mr. Edison was the principal-in-charge and technical advisor on the update to the City's development impact fee program. The study included the following facility fee categories; general government, law enforcement, park and recreation, fire protection, water, sewer, storm drain, and traffic.

City of Carpinteria, CA – Development Impact Fee Update: Mr. Edison was the project manager for the City of Carpinteria's Development Impact Fee update study engagement. The study included updates to the following fees: highways and bridges, streets and thoroughfares, traffic control, parking, storm drain, general government, aquatic, park and recreation, and open space. The City has engaged Willdan again to update their impact fees.

City of Manteca, CA – Fire Impact Fee Update: Mr. Edison served in the capacity of project manager for the update of the City's fire services impact fee program.

City of Fillmore, CA – North Fillmore Specific Plan Nexus Study: Mr. Edison is currently assisting the City with an analysis of development impact fees needed to finance public facilities necessary for the development of the North Filmore Specific Plan. Public facilities included in this analysis include water, sewer systems, recycled water, and streets.

City of Pismo Beach, CA – Development Impact Fee Update: Mr. Edison served in the role of principal-in-charge of an update to the City's impact fee program. The program included the following facilities: police, fire protection, park and recreation improvements, water system improvements, wastewater, traffic, and general government/administrative facilities. Prior to fee program adoption, a stakeholder meeting was held to inform the public about the project, and to solicit feedback from the development community.

City of Morgan Hill, CA – Development Impact Fee Update: Mr. Edison served as principal-in-charge of an update to the City's existing nexus study, which included general government, fire, police, parks and recreation, library, and storm drain fee categories. The project scope included stakeholder outreach.

City of Fremont, CA – Comprehensive Impact Fee Update: Mr. Edison led the Willdan team in the successful update of the impact fee programs for the City of Fremont. The effort included an update of the City's transportation impact fee program and capital improvement program.

City of Alameda, CA – Comprehensive Impact Fee Update: Mr. Edison led the Willdan team that updated the City of Alameda's impact fee programs, as well as created a separate impact fee program for Alameda Point, the former Alameda Naval Air Station.

City of Santa Clara, CA – Parks Fee Update: Mr. Edison served as principal-in-charge of the City's park impact fee update. This project included a demographic analysis and estimation of the cost of acquiring and improving public park land.

Stanislaus County Council of Governments, CA – Regional Transportation Fee Update: Mr. Edison worked on an update of the County's transportation impact fee program. Key tasks included a revised capital improvement program and fee model, along with a public participation process that ensures buy-in from the communities of Stanislaus County and the County government itself.

County of Tulare, CA – Countywide Impact Fees: Mr. Edison served as project manager for a study that involved the creation of an impact fee program for the County. The study included a range of facilities such as public protection, library, and parks, as well as a transportation facilities impact fee with different fees calculated for two zones in the County.

County of San Benito, CA – Comprehensive Impact Fee Study: Mr. Edison served as technical advisor to the County's Impact Fee Study. The study included updates to the following fees: capital improvements, road equipment, fire mitigation, and park and recreation.



Carlos Villarreal, MPP

Project Manager

Mr. Carlos Villarreal, a Financial Consulting Group Principal Consultant, is proposed to serve in the role of project manager due to his experience documenting nexus findings for development impact fees, preparing capital improvement plans, facilitating stakeholder involvement, and analyzing the economic impacts of fee programs. He has supported adoption of fee programs funding a variety of facility types.

Select Related Experience

City of Garden Grove, CA – Development Impact Fee: Mr. Villarreal served as the lead consultant for Garden Grove's Development Impact Fee study update. The project included the transportation, and park and recreation facilities, and the creation of a storm drain fee.

City of Newport Beach, CA –Development Impact Fee Study: Mr. Villarreal served as the project manager for a study that established development impact fees. The study outlined fees for Recreation, Police, Fire/Life Safety, and Water and Sewer facilities. The City Council adopted the study unanimously.

City of Murrieta, CA – Master Facilities Plan and Development Impact Fee Calculation Report Update: Mr. Villarreal served as the project manager of the City's study to update their Master Facilities Plan and Development Impact Fee Calculation Report, to ensure that new development pays the capital costs associated with growth. ***Willdan was recently re-selected, through competitive bid, to update the Impact Fees.***

City of Long Beach, CA – Park Impact Fee Update: Willdan assisted with an update to the City's existing park impact fees, with Mr. Villarreal serving in the role of project manager. The project included updating demographic data and facility planning to properly update park facility standards. He used this information to then calculate impact fees for single family and multi-family residential dwelling units and prepare a nexus study documenting the revised fees and the required legal findings under the Mitigation Fee Act.

County of Los Angeles/City of Santa Clarita, CA – Law Enforcement Facilities Fee Study: Mr. Villarreal assisted with the development of an impact fee program to fund law enforcement facilities serving the City of Santa Clarita, and other Antelope Valley jurisdictions within the County of Los Angeles. The analysis involved the comparison of law enforcement facilities serving incorporated and unincorporated areas.

County of Riverside, CA – Comprehensive Impact Fee Update: Mr. Villarreal was the lead analyst in the effort to establish a comprehensive fee program for the County, including facilities fees for fire, police, parks, criminal justice, libraries, and traffic. He assisted in the preparation of the technical and analytical documents necessary to calculate the fees and establish the necessary nexus. ***Mr. Villarreal is once again serving on the project team to update the County's impact fees through 2030.***

City of Moreno Valley, CA – Comprehensive Development Impact Fee Study: Mr. Villarreal served as the project manager for the City's comprehensive impact update. Fee categories included arterial streets, traffic signals, interchanges, parks, recreation, fire, police, library, corporation yard, maintenance equipment, and animal shelter facilities. In 2022 the City added a public arts fee and workforce development facility fee.

City of Pismo Beach, CA – Development Impact Fee Update: Mr. Villarreal served in the role of project manager for the City's impact fee project. The program included: police, fire protection, park and recreation improvements, water system improvements, wastewater, traffic, and general government/administrative facilities. Prior to fee program adoption, a stakeholder meeting was held to inform the public about the project, and to solicit feedback from the development community.

Education

Master of Public Policy, Goldman School of Public Policy, University of California, Berkeley

Bachelor of Arts, Geography, University of California, Los Angeles; Minor in Public Policy and Urban Planning

Areas of Expertise

Fiscal Impact Analyses
Development Impact Fees
Public Facilities Financing Plans
GIS Analysis

20 Years' Experience

C. Villarreal
Resume Continued

City of Carpinteria, CA – Development Impact Fee Update: Mr. Villarreal was the lead analyst to update the City of Carpinteria's impact fees, which included highways and bridges, streets and thoroughfares, traffic control, parking, storm drain, general government, aquatic, park and recreation, and open space. ***The City has engaged Willdan again to update their impact fees and Mr. Villarreal is serving in the role of project manager.***

County of San Benito, CA – Comprehensive Impact Fee Study: As project manager, Mr. Villarreal assisted the County with the preparation of an updated and expanded impact fee program. The study included updates to the following fees: capital improvements, road equipment, fire mitigation, and park and recreation.

City of Oroville, CA – Impact Fee Study Update: Mr. Villarreal served as project manager for a study updating the City's development impact fee program, including parks, law enforcement, general government, fire suppression, and traffic facilities. The fee program was adopted by the City Council in 2015. The City engaged Willdan again to update the 2015 study, and Mr. Villarreal served in the role of project manager.

City of McFarland, CA – Development Impact Fee Study Update: Mr. Villarreal served as project manager updating the City's development impact fee program. The study comprehensively updated the City's fee program, incorporating new facility master planning and infrastructure costs necessary to facilitate expected development in the City through 2040. The study included the following facility fee categories; general government, law enforcement, park and recreation, fire protection, water, sewer, storm drain, and traffic. The fees were adopted by the City Council in 2020.

City of Morgan Hill, CA – Development Impact Fee Update: Mr. Villarreal served as lead analyst assisting with an update to the City's existing nexus study, including general government, fire, police, parks and recreation, library, and storm drain fee categories. The project scope included stakeholder outreach. The City engaged Willdan again to update the study and Mr. Villarreal served in the role of project manager.

County of Stanislaus, CA – Impact Fee Study Update: Mr. Villarreal served in the role of project manager for a study updating the County's existing impact fee program. The program includes a range of facilities, like public protection, library, and parks. The study also included a transportation facilities impact fee, with different fees calculated for two zones in the County. Considerable stakeholder outreach was an integral component of this project.

City of Soledad, CA – Development Impact Fee Study Update: Mr. Villarreal managed the update of the City's impact fee program, specifically changes in demographics, growth projections, project costs, and facility standards. In particular, the City had to revise its capital facilities needs to accommodate a much lower amount of growth than what was projected before 2007. The resulting fees funded new development's share of planned facilities, while not overburdening development with unnecessary costs.

Relevant Qualifications & References

References

City of Newport Beach, CA

Development Impact Fee Study

Willdan conducted a comprehensive Development Impact Fee Study for the City of Newport Beach that aimed to establish new impact fees essential for the enhancement and sustainability of key community services, including Recreation, Police, Fire/Life Safety, and Water and Sewer facilities. This in-depth study adhered to the guidelines set forth by the Mitigation Fee Act, as well as recent legislative changes encapsulated in AB 516 and AB 602.

In conducting the study, a detailed evaluation of the City's current level of service was performed for each facility type, allowing for an understanding of existing capacities and areas in need of improvement. The analysis then transitioned to a proportional allocation of future resource requirements, effectively linking these needs to new developments based on anticipated increases in demand. The findings from the compliant study were compiled and presented to the City Council during a public hearing, where they were adopted unanimously.

Client Contact:	Liz Westmoreland, AICP, Principal Planner 100 Civic Center Drive, Newport Beach, CA 92660 Tel #: (949) 644-3234 | Email: lwestmoreland@newportbeachca.gov		
Project Dates:	October 2021 – June 2025	**Recent Project Amount:**	$45,000
Project Team:	James Edison, Principal-in-Charge | Carlos Villarreal, Project Manager		

City of Azusa, CA

Comprehensive Development Impact Fee Study

In 2023, Willdan was retained by the City of Azusa to prepare a comprehensive Development Impact Fee Study to ensure compliance with the Mitigation Fee Act (AB 1600) and to evaluate opportunities for modernizing the City's existing fee program. The study reviewed and analyzed the City's current fees for public arts, parks and recreation, and water, and assessed potential new fees for public safety and facility improvements.

Working closely with City staff, Willdan conducted detailed reviews of the General Plan, Capital Improvement Program, and facility needs to identify standards, costs, and infrastructure requirements attributable to new development. The team compared Azusa's program to those of neighboring cities, recommended equitable and defensible maximum-justified fees, and prepared a comprehensive nexus study and supporting documentation. The project concluded with staff training on fee model updates, council presentations, and technical support to ensure transparency, defensibility, and ease of future implementation.

Client Contact:	Richard T. Lam, Budget & Revenue Administrator 213 E. Foothill Boulevard, Azusa, CA 91702 Tel #: (626) 633-4481 | Email: richard.lam@azusaca.gov		
Project Dates:	September 2023 – Ongoing	**Recent Project Amount:**	$38,985
Project Team:	James Edison, Principal-in-Charge | Carlos Villarreal, Project Manager		

City of Irvine, CA

Development Impact Fee Update

In 2024, Willdan was engaged to conduct a Comprehensive Development Impact Fee Study to update fees in compliance with the Mitigation Fee Act. The study also took into consideration the effects of recent legislation, such as AB 516 and AB 602, to ensure that the fees are defensible and transparent.

The City sought to enhance its impact fee program to align with evolving growth projections, project costs, and facility standards. This initiative aimed to ensure that new developments contribute appropriately to funding essential facilities. Willdan took the lead in crafting a robust justification for the proposed fees based on clear and reasonable relationships, adhering to careful review standards. The team developed a schedule of well-defined, maximum-justified fees tailored to various land use categories. Engaging stakeholders, Willdan fostered public support for the impact fee program and provided thorough documentation of all assumptions, methodologies, and outcomes, ensuring transparency and accountability throughout the process.

Client Contact:	Grace Yoon-Taylor, Budget Office, Administrative Services 1 Civic Center Plaza, Irvine, CA 62606 Tel #: (949) 724-6243 | Email: JYoon-Taylor@cityofirvine.org		
Project Dates:	November 2024 – June 2025	**Recent Project Amount:**	$65,000
Project Team:	James Edison, PIC/Project Manager | Carlos Villarreal, Lead Analyst		

City of Murrieta, CA

Comprehensive Impact Fee Study

Willdan was retained originally in 2013 to conduct a comprehensive update to the City's impact fees. The team was once again retained through competitive bid in 2023 to update the following fees: Law Enforcement, Fire Protection, Streets and Minor Bridges, Traffic Signals, Storm Drainage, General Facilities, Bridge/Freeway/Ramps, Open Space Acquisition, Park Land Facilities, Community Center, and Public Library.

Willdan developed a technically defensible fee justification based on the reasonable relationship and deferential review standards; provided a schedule of maximum-justified fees by land use category; engaged stakeholders to facilitate public support for the impact fee; and provided comprehensive documentation of all assumptions, methodologies, and results, including findings required by the Mitigation Fee Act.

Client Contact:	Javier Carcamo, Finance Manager 1 Town Square, Murrieta, CA 92562 Tel #: (951) 461-6090 | Email: jcarcamo@murrietaca.gov		
Project Dates:	May 2023 – Ongoing	**Recent Project Amount:**	$86,520
Project Team:	James Edison, Principal-in-Charge | Carlos Villarreal, Project Manager		

Project Understanding and Approach

This section outlines Willdan Financial Services' ("Willdan") understanding of the City of South Pasadena's ("City") desire for a Comprehensive Development Impact Fee Nexus Study, as well as identify the project objectives and discusses the background regarding public facilities financing in California. Also outlined is an overview of our impact fee project approach.

Project Understanding

As part of its broader financial planning efforts, the City of South Pasadena seeks to evaluate the impacts of future development on public facilities, infrastructure, and municipal services. The goal of this engagement is to identify funding gaps for growth-related capital improvements and to update the City's current impact fee program to ensure it is fair, reasonable, and compliant with the California Mitigation Fee Act (Government Code §§ 66000–66025) and the new requirements of Assembly Bill (AB) 602.

Through this study, Willdan will collaborate with City staff to review the City's existing fee structure, assess service levels and infrastructure needs, and develop updated, legally defensible fees supported by a clear technical nexus. The analysis will include the identification of public facility categories appropriate for inclusion in the program such as transportation, parks, police, fire, library, and general government facilities. The study will also evaluate opportunities to simplify and consolidate fee groupings for greater transparency and administrative efficiency.

The resulting Development Impact Fee Nexus Study will provide the City with a comprehensive, data-driven framework to equitably allocate infrastructure costs between existing and new development, ensuring that growth contributes its fair share toward maintaining the quality of life and service levels valued by South Pasadena residents.

Project Objectives

The objective of this project is to update development impact fees pursuant to State law, and to assist the City in understanding additional infrastructure needs necessitated by future development. To accomplish this objective, this study will:

- Develop a list of impact fee categories that will meet the City's needs, including potential consolidation of existing categories for ease of administration;
- Develop a technically defensible fee justification, based on the reasonable relationship and deferential review standards;
- Review facility standards, capital facilities plans, development and growth assumptions, facilities master plans, and supporting infrastructure needs;
- Identify potential additional fees to address unmet future capital facilities needs,
- Provide a schedule of maximum-justified fees by land use category; and
- Provide comprehensive documentation of assumptions, methodologies, and results, including findings required by the Mitigation Fee Act, and recommendations on credits, reimbursements, annual inflationary adjustments, and reporting best practices..

Public Facilities Financing in California

The changing fiscal landscape in California during the past 40 years has steadily undercut the financial capacity of local governments to fund infrastructure. Four dominant trends stand out:

1. The passage of a string of tax limitation measures starting with Proposition 13 in 1978 and continuing through the passage of Proposition 218 in 1996;
2. Declining popular support for bond measures to finance infrastructure for the next generation of residents and businesses;
3. Steep reductions in Federal and State assistance; and
4. Permanent shifting by the State of local tax resources to the State General Fund to offset deficit spending brought on by recessions.

Faced with these trends, many cities and counties have had to adopt a policy of "growth pays its own way." This policy shifts the burden of funding infrastructure expansion from existing rate and taxpayers onto new development.

This funding shift has been accomplished primarily through the imposition of assessments, special taxes, and development impact fees, also known as public facilities fees. Assessments and special taxes require approval of property owners or registered voters and are appropriate when the funded facilities are directly related to the developing property.

Development impact fees, on the other hand, are an appropriate funding source for facilities that benefit development jurisdiction-wide. Development fees need only a majority vote of the legislative body for adoption.

Approach and Methodology

Willdan's methodology for calculating public facilities fees is both simple and flexible. Simplicity is important so that the development community and the public can easily understand the justification for the fee program. At the same time, we use our expertise to reasonably ensure that the program is technically defensible.

Flexibility is important, so we can tailor our approach to the available data, and the agency's policy objectives. Our understanding of the technical standards established by statutes and case law suggests that a range of approaches are technically defensible. Consequently, we can address policy objectives related to the fee program, such as economic development and affordable housing. Flexibility also enables us to avoid excessive engineering costs associated with detailed facility planning. We calculate the maximum justifiable impact fee and provide flexibility for the agency to adopt fees up to that amount.

Development impact fees are calculated to fund the cost of facilities required to accommodate growth. The four steps followed in an impact fee study include:

- **Estimate existing development and future growth:** Identify a base year for existing development and a growth forecast that reflects increased demand for public facilities;
- **Identify facility standards:** Determine the facility standards used to plan for new and expanded facilities;
- **Determine facilities required to serve new development and their costs:** Estimate the total amount and cost of planned facilities, and identify the share required to accommodate new development; and
- **Calculate fee schedule:** Allocate facilities costs per unit of new development to calculate the public facilities fee schedule.

We discuss key aspects of our approach to each of these steps in the subsections that follow.

Growth Projections

In most cases, we recommend use of long-range market-based projections of new development. By "long-range" we suggest 20 to 30 years to: capture the total demand often associated with major public facility investments; and support analysis of debt financing, if needed. In contrast to build out projections, market-based projections provide a more realistic estimate of development across all land uses. Build out projections typically overestimate commercial and industrial development because of the oversupply of these land uses relative to residential development.

Facility Standards

The key public policy issue in development impact fee studies is the identification of facility standards (second bullet above). Facility standards document a reasonable relationship between new development and the need for new facilities. Standards ensure that new development does not fund deficiencies associated with existing development.

Our approach recognizes three separate components of facility standards:

1. **Demand standards** determine the amount of facilities required to accommodate growth. Examples include park acres per thousand residents, square feet of library space per capita, or gallons of water per day. Demand standards may also reflect a level of service such as the vehicles-to-capacity (V/C) ratio used in traffic planning;
2. **Design standards** determine how a facility should be designed to meet expected demand, for example park improvement requirements and technology infrastructure for office space. Design standards are typically not explicitly evaluated as part of an impact fee analysis but can have a significant impact on the cost of facilities. Our approach incorporates current facility design standards into the fee program to reflect the increasing construction cost of public facilities; and
3. **Cost standards** are an alternate method for determining the amount of facilities required to accommodate growth based on facility costs per unit of demand. Cost standards are useful when demand standards were not explicitly developed for the facility planning process. Cost standards also enable different types of facilities to be analyzed based on a single measure (cost or value), useful when disparate facilities are funded by a single fee program. Examples include facility costs per capita, per vehicle trip, or cost per gallon of water per day.

Identifying New Development Facility Needs and Costs

We can take several different approaches to identify facility needs and costs to serve new development. Typically, this is a two-step process: 1) identify total facility needs; and 2) allocate to new development its fair share of those needs. Total facility needs are often identified through a master facility planning process that typically takes place concurrent with or prior to conducting the fee study. Engineered facility plans are particularly important in the areas of traffic, water, sewer, and storm drain due to the specialized technical analysis required to identify facility needs.

There are three common methods for determining new development's fair share of planned facilities costs: 1) the existing inventory method; 2) the planned facilities method; and 3) the system plan method. Often the method selected depends on the degree to which the community has engaged in comprehensive facility master planning to identify facility needs.

The formula used by each approach and the advantages and disadvantages of each method is summarized as follows:

Existing Inventory Method

The existing inventory method allocates costs based on the ratio of existing facilities to demand from existing development as follows:

$$\frac{\text{Current Value of Existing Facilities}}{\text{Existing Development Demand}} = \$/\text{unit of demand}$$

Under this method new development funds the expansion of facilities at the same standard currently serving existing development. By definition, the existing inventory method results in no facility deficiencies attributable to existing development. This method is often used when a long-range plan for new facilities is not available. Only the initial facilities to be funded with fees are identified in the fee study. Future facilities to serve growth are identified through an annual Capital Improvement Plan (CIP) and budget process, possibly after completion of a new facility master plan.

Planned Facilities Method

The planned facilities method allocates costs based on the ratio of planned facility costs to demand from new development as follows:

$$\frac{\text{Cost of Planned Facilities}}{\text{New Development Demand}} = \$/\text{unit of demand}$$

This method is appropriate when specific planned facilities can be identified that only benefit new development. Examples include street improvements to avoid deficient levels of service or a sewer trunk line extension to a previously undeveloped area. This method is appropriate when planned facilities would not serve existing development. Under this method new development funds the expansion of facilities at the standards used for the master facility plan.

System Plan Method

This method calculates the fee based on the ratio of the value of existing facilities plus the cost of planned facilities divided by demand from existing plus new development:

$$\frac{\text{Value of Existing Facilities + Cost of Planned Facilities}}{\text{Existing + New Development Demand}} = \$/\text{unit of demand}$$

This method is useful when planned facilities need to be analyzed as part of a system that benefits both existing and new development. It is difficult, for example, to allocate a new fire station solely to new development when that station will operate as part of an integrated system of fire stations that work together to achieve the desired level of service. Police substations, civic centers, and regional parks are examples of similar facilities.

The system plan method ensures that new development does not pay for existing deficiencies. Often, facility standards based on policies such as those found in General Plans are higher than existing facility standards. This method enables the calculation of the existing deficiency required to bring existing development up to the policy-based standard. The local agency must secure non-fee funding for that portion of planned facilities, required to correct the deficiency, to ensure that new development receives the level of service funded by the impact fee.

Calculating the Fee Schedule

At its simplest, the fee schedule uses the cost per unit of demand discussed in the last subsection to generate the fee schedule. This unit cost is multiplied by the demand associated with a new development project to calculate the fee for that project. The fee schedule uses different demand measures by land use category to provide a reasonable relationship between the type of development and the amount of the fee. We are familiar with a wide range of methods for identifying appropriate land use categories and demand measures depending on the study.

Related Approach Issues

Funding and Financing Strategies

In our experience, one of the most common problems with impact fee programs and with many CIPs is that the program or plan is not financially constrained to anticipated revenues. The result is a "wish list" of projects that generate community expectations that often cannot be fulfilled. Our approach is to integrate the impact fee program into the local agency's existing CIPs while encouraging those plans to be financially constrained to available resources. We clearly state the cost of correcting existing deficiencies, if any, to document the relationship between the fee program and the need for additional non-fee funding.

We can also address one of the most significant drawbacks of an impact fee program – the inability to support conventional public debt financing, so projects can be built before all fee revenues have been received. In collaboration with financial advisors and underwriters, we have developed specific underwriting criteria so that fees can be used to pay back borrowing if another source of credit exists. Typically, this approach involves the use of Certificates of Participation or revenue bonds that are calibrated so that they can be fully repaid using impact fee revenues.

Economic Development Concerns

The development community often is concerned that fees and other exactions will become too high for development to be financially feasible under current market conditions. Local agencies have several strategies to address this concern, including:

- Conducting an analysis of the total burden placed on development, by exactions, to see if feasibility may be compromised by the proposed fees;
- Gathering similar data on the total fee burden imposed by neighboring or competing jurisdictions;
- Developing a plan for phasing in the fees over several years to enable the real estate market to adjust;
- Providing options for developers to finance impact fees through assessments and other types of financing districts; and
- Imposing less than the maximum justified fee.

If less than the maximum justified fee is imposed, we will work with staff to identify alternative revenues sources for the CIP. The CIP should remain financially feasible to maintain realistic expectations among developers, policymakers, and the public.

Stakeholder Participation

Stakeholder participation throughout the study supports a successful adoption process. Our approach is to create consensus first, around the need for facilities based on agreed upon facility standards. Second, we seek consensus around a feasible funding strategy for these needs, leading to an appropriate role for impact fees.

Gaining consensus among various groups requires a balanced discussion of both economic development and community service objectives. Often, our approach includes formation of an advisory committee to promote outreach to and input from the development community and other stakeholders. We have extensive experience facilitating meetings to explain the program and gain input.

Program Implementation

Fee programs require a certain level of administrative support for successful implementation. Our final report will include recommendations for appropriate procedures, such as:

- Regularly updating development forecasts;
- Regularly updating fees for capital project cost inflation;
- Regularly updating capital facility needs based on changing demands;
- Developing procedures for developer credits and reimbursements; and
- Including an administrative charge in the fee program.

Proposed Scope of Services

Willdan will work with the City to update its impact fees consistent with the Mitigation Fee Act and other relevant laws. We want to ensure that our scope of services is responsive to the City's needs and specific local circumstances. We will work with the City to revise our proposed scope based on input prior to approval of a contract, and as needed during the course of the study.

Task 1:	Identify Policy Issues

Objective: Identify and discuss potential policy issues raised by the study. Kick-off meeting with staff to review data needs, policy issues, schedule and discuss potential additional fee categories. As part of this effort, Willdan will review and evaluate relevant sections of the South Pasadena Municipal Code (SPMC) (§§ 36.410.040 and 36.410.050), which establish the City's existing residential and commercial impact fee framework.

Description: Review agency documents related to existing capital planning policies and funding programs including existing impact fees. Bring policy issues to City staff's attention, as appropriate, during the project and seek guidance prior to proceeding. Potential policy issues include:

- Previous studies and annual fee reports;
- Changes in implementation resulting from AB 602;
- Changes in approach and nexus findings necessary to comply with AB 602;
- Adequacy of General Plan and other public facility planning policies (e.g., level of service standards); impact fee ordinances and resolutions, and prior nexus studies;
- Availability of existing public facility master plans and CIPs to identify needed facilities;
- Types of facilities to be funded by each fee, including supporting infrastructure such as vehicles and equipment;
- Land use categories for imposition of fees;
- Nexus approach to determining facility standards;
- Nexus approach to allocating cost burden among land uses, including need for separate fee zones;
- Potential alternative funding sources, if needed;
- Opportunities for fee consolidation to simplify administration;
- City fee accounting policies;
- Fee credit and reimbursement policies;
- Suggested annual fee inflator; and
- Implementation concerns and strategies, including best practices.

Deliverables: (1) Information requests; and (2) revised project scope and schedule (if needed).

Task 2:	Identify Existing Development and Future Growth

Objective: (1) Identify estimates of existing levels of development; and (2) identify a projection of future growth consistent with current planning policy.

Description: Identify base year for estimating existing levels of development and for calculating facility standards based on existing facility inventories (see Task 3). Include entitled development that would be exempt from fee program.

Consult with City staff to identify growth projections to a defined long-range planning horizon (10 to 30 years). Projections provide a basis for determining the facilities needed to accommodate growth (see Task 4). Projections will be consistent with the City's General Plan, regional planning agency forecasts, and will provide a foundation for the City's CIP needs.

Develop approach for converting land use data to measure of facility demand.

For example, identify population and employment density factors to convert population and employment estimates to dwelling units and building square footage. Select appropriate approach for each impact fee based on:

- Available local data on facility demand by land use category;
- Approaches used by other agencies; and
- Support for other agency policy objectives.

Changes to estimates and projections during subsequent tasks could cause unanticipated effort and require an amendment to the scope of services and budget. Obtain approval of estimates and projections from City staff prior to proceeding.

Task 3: Determine Facility Standards

Note: Conduct Tasks 3, 4, and 5 separately for each intended facility and fee type. Conduct tasks concurrently because of the effect of facility standards (Task 3), facility needs (Task 4), and alternative funding (Task 5) on the fee calculation.

Objective: Determine standards to identify facilities required to accommodate growth.

Description: Identify and evaluate possible facility standards depending upon the facility type, current facility inventory data, and available facility planning documents. Consider use of: (1) adopted policy standards (e.g., General Plan, master facility plans); (2) standards derived from existing facility inventories; or (3) standards derived from a list of planned facility projects. City staff to provide policies, inventories, and project lists. Willdan will work with the City to identify additional costs that might be eligible for funding by the DIF, including costs for supporting infrastructure such as vehicles, equipment, or other operational needs.

Task 4: Determine Facilities Needs and Costs

Objective: Identify the type, amount and cost of facilities required to accommodate growth and correct deficiencies, if any.

Description: Quantify total planned facilities based on growth projection from Task 2 and facility standards from Task 3. Express planned facilities in general quantities such as acres of parkland, or as a specific list of capital projects from a master facility plan.

Location of planned facilities may or may not be specified. If only a general description of planned facilities is available through the planning horizon, City staff to provide a list of specific capital projects for use of fee revenues during the short term (e.g., five years).

Distinguish between: (1) facilities needed to serve growth (that can be funded by impact fees); and (2) facilities needed to correct existing deficiencies (that cannot be funded by impact fees). Use one of three cost allocation methods (existing inventory, system plan, or planned facilities).

Gather planning-level data on new facilities costs based on lump sum project cost estimates, or unit costs and project quantities (acres, building square feet, lane miles, etc.). Consider recent City experience, local market data such as land transactions, and consultant team experience from prior projects. Inflate older cost estimates to base year using appropriate cost indices.

Facility needs will reflect CIP priorities and may include evaluation of groundwater recharge facilities. The analysis will also identify opportunities for fee consolidation or restructuring based on updated facility needs.

This scope of work does not include additional engineering analysis, including traffic engineering, to identify total facility needs, existing deficiencies, or cost estimates. Any such engineering/design work can be provided under a separate contract with Willdan Engineering or a third party. However, Willdan can use rough descriptions and comparables to calculate a reasonable cost estimate sufficient for use in the DIF study.

Task 5: Identify Funding and Financing Alternatives

Objective: Determine the extent of alternative (non-fee) funding available for new facilities.

Description: If impact fees are going to only partially fund a capital project, the *Mitigation Fee Act* requires the agency report on the anticipated source and timing of the additional funding every five years. There are two types of alternative funding sources that we will identify:

1. Funding from non-impact fee sources to correct existing deficiencies; and
2. Funding from new development other than impact fees that must be credited against new development's impact fee contributions, possibly including taxes paid to finance facilities.

Evaluation will also include credits and reimbursements for facility oversizing and potential reimbursement agreements, as well as best practices for annual fee indexing (e.g., CPI, CCCI, or other indices) consistent with State law.

Assume facilities to be funded predominantly on a pay-as-you-go basis. Scope does not include a cash flow analysis to analyze effect of timing of fee revenues on financing costs.

Task 6: Comparison Analysis

Objective: Provide a comparison of the current and proposed impact fees to those of comparable/surrounding jurisdictions in Los Angeles County.

Description: Willdan will compare a total of five Los Angeles County jurisdictions to be selected by the City.

Typically, Willdan prepares an analysis of fees charged to a series of prototype developments (such as residential, retail, etc.) to provide an "apples to apples" comparison, but the exact methodology will be determined in consultation with the City. Willdan will also provide an overview of the fee structures of comparable cities.

Task 7: Calculate Fees and Prepare Report

Objective: Provide technically defensible fee report that comprehensively documents project assumptions, methodologies, and results.

Description: Generate fee schedule to apportion facility costs to individual development projects. Use facility costs per unit of demand multiplied by demand by land use category based on data developed in prior tasks.

Prepare draft report tables for City staff to review, that document each step of the analysis, including schedule of maximum justified fees by facility type land use category and all other requirements of the Mitigation Fee Act.

Following one (1) round of comments from City staff on the quantitative analysis and fee schedules, prepare administrative draft report. The report will contain all required calculations and assumptions. In addition, Willdan will provide the City with best practices regarding a range of policy decisions for consideration by the City Council, including incentives or deferrals for affordable housing and other economic development considerations.

Following one (1) round of comments on administrative draft, prepare public draft for presentation to interested parties, the public and elected officials. This public review draft will be presented and public stakeholder meetings and at a Council informational session. Prepare final report, if necessary, based on comments received on the public draft report. If requested, post the report on our website for public access. Note that as of January 2022, the Nexus study is adopted separately from the fees, and with a 30-day notice.

Fees will be calculating residential land uses in compliance with AB 602.

Provide legal counsel with copies of fee resolutions and ordinances used by other jurisdictions. Administrative and public drafts will include summary visuals and handouts to support stakeholder and Council meetings.

Deliverables: We will provide up to two (2) bound copies of the draft report, one (1) unbound copy, one (1) Microsoft Word copy; and up to two (2) bound copies of the final report.

Task 8: Meetings

Objective: The project manager or other necessary Willdan staff will attend project meetings. A member of the Impact Fee project team will attend up to four (4) in-person meetings and presentations throughout the City's engagement. In person meetings will include a kick-off meeting, two finance meetings, and a city council meeting for fee adoptions. Phone conferences are not considered meetings for the purposes of this scope.

Optional: Optional stakeholder and Council meetings may be requested by the City and can be provided on a time and materials or fixed-fee basis..

City Staff Support

To complete our tasks, we will need the cooperation of City staff. We suggest that the City of South Pasadena assign a key individual to represent the City as the project manager who can function as our primary contact. We anticipate that the City's project manager will:

1) Coordinate responses to requests for information;

2) Coordinate review of work products; and

3) Help resolve policy issues.

Willdan will endeavor to minimize the impact on City staff in the completion of this project. We will ask for responses to initial information requests in a timely manner. If there are delays on the part of the City, we will contact the City's project manager to steer the project back on track. We will keep the City's project manager informed of data or feedback we need to keep the project on schedule.

Project Disclaimer

Willdan is a registered municipal advisory firm with the U.S. Securities and Exchange Commission ("SEC"), as such the City of South Pasadena represents, acknowledges, and agrees that Willdan is not acting as a "municipal advisor" (as defined by the SEC), to the City, in any capacity as it relates to the project proposed in this Impact Fee Nexus Study RFP.

(i) The City uses, or may use, the services of one or more municipal advisors registered with the SEC to advise it in connection with municipal financial products and the issuance of municipal securities;

(ii) The City is not looking to Willdan to provide, and the City shall not otherwise request or require Willdan to provide any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);

(iii) The provisions of this proposal and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations adopted thereunder;

(iv) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the City with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the City , (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the City, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and

(v) Notwithstanding all of the foregoing, the City recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, the City will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that the City is not asking Willdan to provide, and Willdan is not in fact providing or required to provide, any municipal advisory services.

Proposed Fee

Based upon the scope of work identified herein, Willdan proposes a ***fixed fee of $56,040*** for the City's Development Impact Fee Nexus Study. The table below provides a breakdown of the proposed fee by task and team member.

City of South Pasadena
Development Impact Fee Nexus Study
Fee Proposal

		J. Edison Principal-in-Charge	C. Villarreal Project Manager	Total	
		$ 300	$ 270	Hours	Cost
Scope of Services					
Task 1:	Identify Policy Issues	8.0	14.0	22.0	$ 6,180
Task 2:	Identify Existing Development and Future Growth	8.0	18.0	26.0	7,260
Task 3:	Determine Facility Standards	10.0	20.0	30.0	8,400
Task 4:	Determine Facilities Needs and Costs	8.0	18.0	26.0	7,260
Task 5:	Identify Funding and Financing Alternatives	12.0	20.0	32.0	9,000
Task 6:	Fee Comparison	6.0	16.0	22.0	6,120
Task 7:	Calculate Fees and Prepare Report	10.0	20.0	30.0	8,400
Task 8:	Meetings	6.0	6.0	12.0	3,420
Total – Development Impact Fee Nexus Study		68.0	132.0	200.0	$ 56,040

Notes

Please note the following:

- The Development Impact Fee Nexus Study fee denoted above includes attendance at up to four in-person meetings with City staff, stakeholders, and City Council.
    - Attendance at more than four meetings and/or presentations will be billed at our current hourly rates, provided below, and actual expenses.
- Comprehensive written responses to resolve conflicts or preparation of more than one set of major revisions to the draft report will be classified as Additional Services and may require additional billing at hourly rates stated in the hourly rate schedule listed below. These additional fees shall only take effect once the fixed fee stated above has been exceeded.
- Our fixed fee includes all direct expenses associated with the project.
- We will invoice the City monthly based on percentage of project completed.
- City shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to City or relating to the project. Reimbursement shall be at Willdan 's rates in effect at the time of such response.
- Optional/Additional Services beyond the listed Scope of Services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates.
- Willdan will rely on the validity and accuracy of the City's data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any errors that result from inaccurate data provided by the client or a third party.

Hourly Rates

Provided below is Willdan's hourly rate table identifying current hourly rates for additional or optional services.

Willdan Financial Services Hourly Rate Schedule		
Position	**Team Member**	**Hourly Rate**
Vice President / Director		$310
Managing Principal	James Edison	$300
Principal Consultant	Carlos Villarreal	$270
Senior Project Manager		$250
Project Manager		$210
Senior Project Analyst		$150
Senior Analyst		$135
Analyst II		$120
Analyst I		$110

Appendix

Recent and Ongoing Studies

The following table lists Willdan's development impact fee clientele that have utilized our services.

Willdan Financial Services Development Impact Fee Experience Partial Client List	
City of Alameda, CA	City of Pacifica, CA
City of Arcadia, CA	City of Patterson, CA
City of Arroyo Grande, CA	City of Parkland, FL
City of Artesia, CA	City of Pismo Beach, CA
City of Atwater	City of Pittsburg, CA
City of Azusa, CA	City of Pleasant Hill, CA
City of Bakersfield, CA	City of Rancho Mirage, CA
City of Barstow, CA	City of Redwood City, CA
City of Bell, CA	City of Rialto, CA
City of Bell Gardens, CA	City of Richmond, CA
City of Bellflower, CA	City of Rio Rancho, NM
City of Brea, CA	City of Riverbank, CA
City of Calexico, CA	City of Rolling Hills Estates, CA
City of Calimesa, CA	City of Rosemead, CA
City of Carpinteria, CA	City of San Carlos, CA
City of Chino Hills, CA	City of San Fernando, CA
City of Claremont, CA	City of San Gabriel, CA
City of Clovis, CA	City of San Jacinto, CA
City of Coachella, CA	City of San Marcos, CA
City of Commerce, CA	City of San Ramon, CA
City of Compton, CA	City of Santa Clara, CA
City of Corona, CA	City of Sebastopol, CA
City of Covina, CA	City of Selma, CA
City of Cudahy, CA	City of Sierra Madre, CA
City of Dixon, CA	City of Soledad, CA
City of Dublin, CA	City of South Gate, CA
City of Eastvale, CA	City of South Pasadena, CA
City of El Monte, CA	City of South San Francisco, CA
City of El Segundo, CA	City of St. Helena, CA
City of Emeryville, CA	City of Tehachapi, CA
City of Fillmore, CA	City of Temple City, CA
City of Fontana	City of Thousand Oaks, CA
City of Fountain Valley, CA	City of Tracy, CA

Willdan Financial Services Development Impact Fee Experience Partial Client List	
City of Fremont, CA	City of Upland, CA
City of Garden Grove, CA	City of Visalia, CA
City of Gilroy, CA	City of Wasco, CA
City of Gonzales, CA	City of Yucaipa, CA
City of Goose Creek, SC	Coachella Valley Association of Governments, CA
City of Guadalupe, CA	Contra Costa Fire Protection District, CA
City of Greenfield, CA	County of Kern, CA
City of Grover Beach, CA	County of Kings, CA
City of Hawthorne, CA	County of Los Angeles, CA
City of Healdsburg, CA	County of Madera, CA
City of Hemet, CA	County of Merced, CA
City of Hercules, CA	County of Placer, CA
City of Hollister, CA	County of Riverside, CA
City of Huntington Beach, CA	County of Sacramento, CA
City of Huntington Park, CA	County of San Benito, CA
City of Indian Wells, CA	County of San Diego, CA
City of Irwindale, CA	County of San Joaquin, CA
City of La Mesa, CA	County of San Luis Obispo, CA
City of La Verne, CA	County of Santa Barbara, CA
City of Las Cruces, NM	County of Solano, CA
City of Lake Elsinore, CA	County of Sonoma, CA
City of Lake Forest, CA	County of Stanislaus, CA
City of Lancaster, CA	County of Tulare, CA
City of Lawndale, CA	County of Yolo, CA
City of Livermore, CA	East Contra Costa Fire Protection District, CA
City of Long Beach, CA	Kern Council of Governments, CA
City of McFarland, CA	Nevada County Consolidated Fire District, CA
City of Madera, CA	Rodeo-Hercules Fire Protection District, CA
City of Manteca, CA	San Gorgonio Memorial Healthcare District, CA
City of Menifee, CA	Stanislaus Council of Governments, CA
City of Moreno Valley, CA	Tehachapi Valley Rec. & Park District, CA
City of Morgan Hill, CA	Town of Apple Valley, CA
City of Mountain View, CA	Town of Mead, CO
City of Murrieta, CA	Town of Windsor, CA
City of Newport Beach, CA	Tulare County Association of Governments, CA
City of Oroville, CA	Village of Taos Ski Valley, NM

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www.willdan.com







WILLDAN

City Council Agenda Report

ITEM NO. 9

DATE: November 19, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Lucy Hakobian, Community Services Director
Julian Lee, Director of Public Works
Joan M. Powe, Procurement Contracts Administrator

SUBJECT: **CONSIDER THE AWARD OF A CONTRACT TO STUDIO SPECTRUM, INC. FOR THE INSTALLATION OF AN AUDIO VIDEO SYSTEM AT THE WAR MEMORIAL BUILDING IN AN AMOUNT NOT TO EXCEED $47,500.**

Recommendation

It is recommended that the City Council:

1. Award a contract to Studio Spectrum, Inc. for the installation of an audio video system at the War Memorial Building in the amount of $41,238.30 (Attachment no. 1); and
2. Authorize the City Manager, or designee, to approve change orders for unforeseen conditions in an amount up to five percent (5%), for a total project budget not to exceed $47,500.

Background

The City owns and operates the War Memorial Building as a community gathering space for public meetings, private events (available for rent), and recreational programs. Prospective users of the space often request audio-visual (A/V) amenities to meet their needs. The facility currently lacks the requested A/V amenities, which has caused prospective renters to explore other rental options.

In an effort to increase the City's ability to rent the space, and us the space for the City's own needs, staff has been exploring options to purchase and install a modern A/V system.

Analysis

The War Memorial Building (Facility), built in 1922, serves as a central community gathering space for public meetings, private events, and recreational programs. Currently, the facility lacks an audio-visual (A/V) system, which limits its functionality. Installing a modern A/V system including speakers, microphones, projector, screen and user-friendly control interfaces will enhance the sound quality, presentation capabilities, and overall user experience for future meetings and programs.

Staff utilized the California Multiple Award Schedule (CMAS) that provides access to a wide range of commodities, non-IT services, and information technology products and services at prices determined to be fair, reasonable and competitive. The CMAS program streamlines the procurement process by offering a list of pre-qualified suppliers from whom agencies may

solicit proposals. In accordance with the CMAS requirements, staff contacted a minimum of three contractors including one small business and/or Disabled Veteran Business Enterprise authorized to perform the required services. Despite these outreach efforts, only one complete proposal was received, submitted by Studio Spectrum, Inc. (Contractor).

Contractors	Bid Amounts
Studio Spectrum, Inc.	$41,238.30
Mergent Systems	No response
Vizual Symphony	No response

The proposal submitted by Contractor includes the following components and services:

- Auditorium Projector System: Projector, mounting kit, screen, keypad controller, HDMI and audio cables, HDMI 2-Input pass through plate and surface conduits.
- Auditorium Audio System: Indoor/outdoor speaker, speaker cabinet extension, speaker amplifier, mixer, handheld transmitters, Bluetooth receiver, audio input plate, wall-mount rack, and all necessary accessories.
- Installation and Programming: Labor for video and audio installation including prevailing wages, end-user training upon project completion, keypad control system programming, and electrical services.

Staff reviewed the proposal and determined that the scope of work and associated costs are reasonable and consistent with similar A/V upgrades. Additionally, staff verified the Contractors State License through the Department of Consumer Affairs Contractors State License Board, confirming that the license is current and active with a C-7 Classification (Low-Voltage Systems).

Additionally, staff has confirmed Contractor's references, and their work was verified to be of good quality. Similar projects were completed successfully for many agencies including the City of South Pasadena's Public Library, as well as the continued use of Contractor's services for the City's Council Meetings. Other similar projects include the City of Rosemead, Arcadia, Signal Hill City Council Chambers; Cal State University Northridge and Glendale Community College's Lecture Hall and Conference Rooms.

Fiscal Impact

The total cost of the A/V system installation is $41,238.30. A contingency of 5% ($6,261.70) is recommended to cover any unforeseen installation needs, bringing the total authorization to $47,500.

Sufficient funding of $50,000 is currently appropriated in Capital Improvement Fund 400-9000-9001-9242-105 through the FY 2025-2026 CIP budget.

Attachment:

Attachment No. 1 - Proposed Agreement

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

City of South Pasadena /Studio Spectrum, Inc.

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into as of November 19, 2025, by and between the City of South Pasadena, a California municipal corporation ("City"), and Studio Spectrum, Inc. ("Consultant").

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: Installation of an audio-visual system at the War Memorial Building.

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 Lucy Hakobian, Community Services 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 Forty-One Thousand Two Hundred Thirty-Nine Dollars ($41,239.00).

3.5. "Commencement Date": November 19, 2025.

3.6. "Termination Date": November 19, 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. John Buckowski shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.

5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.

5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.

6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit A. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit A. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the 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: Installation of an audio-visual system.
- 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

John Buckowski, President
Studio Spectrum, Inc.
1056 N. Lake Street
Burbank, CA 91502
Telephone: (818) 843-1610

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 herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.

17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.

17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

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

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

18. GENERAL PROVISIONS

18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.

18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.

18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.

18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places available to employees and applicants for employment, the provisions of this nondiscrimination clause.

18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

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

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

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

City of South Pasadena	Studio Spectrum, Inc.
By:_____	By:_____
Todd Hileman	John Buckowski
City Manager	President
Date:_____	Date:_____

Attest:

By:_____
Mark Perez

Acting Chief City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

Exhibit A

1056 North Lake Street . Burbank, California 91502
818.843.1610 818.843.1145 Fax
www.studiospectrum.com
CA Lic #996920

AV System Quotation (rev.1)

South Pasadena War Memorial Building
Auditorium AV System

Client: **City of South Pasadena**
1414 Mission St.
South Pasadena, CA 91030

Attn: Lucy Hakobian, Community Services Director
Tel: 626-403-7392
Fax:
e-mail: lhakobian@southpasadenaca.gov

Proposal # **2715**
PO#
Date: 10/29/2025
Consultant: John Buckowski

This quotation valid for 30 days

ITM	QTY	Description	Price	Extension
		Auditorium Projector Components		
1	1	*Epson Powerlite L695SE Full HD WUXGA Short Throw Laser Projector* *6,200 Lumens color brightness, 1920x1200 native resolution, 20,000 hours laser bulb life in normal use mode, standard 3-year warranty, brighter futures education discount pricing.*	$5,272.00	$5,272.00
2	1	Chief Mounts Projector Ceiling Mount Kit pipe mount clamp adapter, 1.5" threaded NPT mount pipe, interface bracket	$427.50	$427.50
3	1	Da-Lite Cosmopolitan Series, 72.5" x 116" with High Contrast Matte White Screen, Black case, 50" total fabric black drop - 70223LSC	$2,463.90	$2,463.90
4	1	Extron 60-1469-03 MLC Plus 100 MediaLink Plus Keypad Controller	$847.36	$847.36
5	1	TP-Link Gigabit Switch with POE+	$150.00	$150.00
6	2	*HDMI Cable for Installation (35')*	$36.00	$72.00
7	1	Audio 2CS Cable for Installation (35')	$27.00	$27.00
8	1	*Liberty AV HDMI 2-Input Pass Through Plate*	$73.50	$73.50
9	1	*XLR Audio Input Plate*	$52.50	$52.50
10	1	Misc Installation Cables and Fittings, surface conduits where necessary.	$340.00	$340.00
11		**Subtotal**		**$9,725.76**
12				
13		**Auditorium Audio Components**		
14	2	JBL CBT 70J Indoor/Outdoor Line Array Speaker - Black	$1,435.00	$2,870.00
15	2	JBL CBT 70J-E Indoor/Outdoor Line Array Speaker Cabinet Extension - Black	$830.00	$1,660.00
16	1	Crown XTI4002 Speaker Amplifier	$1,610.00	$1,610.00
17	1	BSS Soundweb Digital Audio Processing Mixer BLU-100M	$2,265.35	$2,265.35
18	1	Shure SLXD24D/SM58 Dual Wireless System with (2) SLXD2/58 Handheld Transmitters	$1,519.00	$1,519.00
19	1	Denon Bluetooth Receiver	$199.00	$199.00
20	1	XLR Audio Input Plate - rackmount configuration	$112.50	$112.50
21	1	12RU Wall Mount Equipment Rack - Black	$349.00	$349.00
22	1	Additional Accessories, Installation Cable and Cable Management, Labeler, speaker wire, etc.	$391.00	$391.00
23		**Subtotal**		**$10,975.85**
24				
25		**AV Installation Labor**		
26	54	Auditorium Full AV Installation Labor 3 man crew 18hrs @ $124.75/man hr- Video and Audio Installation Includes Prevailing Wages, End User Training Upon Project Completion	$124.75	$6,736.50

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ITM	QTY	Description	Price	Extension
27	8	Auditorium Projector Extron Keypad Control System Programming @143.94/hr	$143.94	$1,151.52
28	1	OPTIONAL: C-10 Electrician Services Subcontractor Prevailing wages included. Budget for the installation of system conduits and power outlets if required. Subcontractor parts and material costs plus 20% contractor markup will be billed if less than quoted amount.	$10,000.00	$10,000.00
29		**Labor Subtotal**		**$17,888.02**
30				
31				
32				
33		Labor Subtotal		$17,888.02
34		Parts Subtotal		$20,701.61
35		CA E-Waste Recycling Fee		$0.00
36		Freight		$475.00
37		10.5% Sales Tax on equipment		$2,173.67
38		**TOTAL**		**$41,238.30**

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City Council Agenda Report

ITEM NO. 10

DATE: November 19, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Nick Kimball, Assistant City Manager/Chief Financial Officer

SUBJECT: **CONSIDERATION OF ADOPTION OF RESOLUTION NO. 7952 ADOPTING UPDATED JOB CLASSIFICATIONS, JOB DESCRIPTIONS AND SALARY RANGES FOR THE SENIOR LIBRARIAN, LIBRARIAN, AND REFERENCE LIBRARIAN POSITIONS; APPROVAL OF THE RECLASSIFICATION OF CERTAIN LIBRARIAN POSITIONS TO SENIOR LIBRARIANS; AND ADOPTION OF RESOLUTION NO. 7953 ADJUSTING THE SALARY RANGE FOR THE CHIEF CITY CLERK POSITION**

Recommendation

It is recommended that the City Council:

1. Adopt Resolution No. 7952 approving the updated job descriptions and salary ranges for Senior Librarian, Librarian, and Reference Librarian (Attachment no.1 with Exhibits);
2. Approve reclassification of four (4) full-time Librarian positions to Senior Librarian positions;
3. Adopt Resolution No. 7953 adjusting the salary range for the Chief City Clerk position (Attachment no. 2); and
4. Authorize the City Manager, or designee, to implement the resolutions and take all necessary administrative actions.

Executive Summary

The proposed actions will modernize and clarify the City's classification structure for the Library Department and enhance the City's ability to attract and retain qualified staff for both Library and City Clerk operations. The updated Librarian series provides clear distinctions between supervisory, journey, and entry-level roles, establishing an internal career ladder and better alignment with the regional labor market. The proposed action will also reclassify four (4) existing full-time Librarians to Senior Librarians to establish proper supervision within the Library Department.

The salary range adjustment for the Chief City Clerk will improve competitiveness with peer agencies and ensure recruitment of a professional with the experience, leadership, and skills necessary to effectively oversee City Clerk functions, including elections, legislative support, and public records management.

Background

Library Reorganization:

On August 16, 2017, City Council adopted the current job classifications for Librarian.

In October 2023, City Council approved a Memorandum of Understanding (MOU) with the Part-time Public Service Employee Association (PT-PSEA) that included adjustment of the hourly rate for the part-time Librarians to be equal to full-time Librarians. Consequently, both full-time and part-time Librarians operate under the same job specification and pay scale despite variations in responsibilities.

On October 1, 2025, City Council approved Resolution No. 7942 establishing the Assistant Library Director classification and a part-time Administrative Assistant position in the Library Department using salary savings from eliminating a vacant Library Manager position. This action was part of Phase 1 of reorganizing the Library Department.

In October 2025, the City met and conferred with the Public Service Employee Association (PSEA) and PT-PSEA bargaining units and incorporated certain feedback into the proposed job descriptions.

Chief City Clerk:
Since 2020, there have been three (3) different Chief City Clerks, and, for a time, the position was held vacant and it was underfilled with two (2) Deputy City Clerks. This instability has been difficult for the organization as it impacts morale, institutional knowledge, service continuity, and recruitment/training costs.

On September 3, 2025, City Council approved Resolution No. 7934 that included an updated annual salary range for the Chief City Clerk to $118,080 - $158,244.

On September 24, 2025, the prior Chief City Clerk submitted her resignation.

On October 20, 2025, working with the recruitment firm WBCP, Inc., the City initiated the search for a replacement Chief City Clerk.

Analysis
Library Classifications:
The City's Library staff classifications have not been comprehensively updated in several years. Current titles and descriptions no longer reflect operational responsibilities, technology integration, and supervisory needs within the Library Department. The recommended updates establish a three-tiered structure – Senior Librarian (supervisory), Librarian (journey), and Reference Librarian (entry) – consistent with industry standards and comparable agencies.

The proposed revisions include:

- Clarifying supervisory and functional distinctions across the Librarian series;
- Updating essential functions and qualifications to reflect modern library operations;
- Establishing a clear career ladder for professional development; and
- Aligning with comparable classifications in surrounding cities.

The proposed job specifications are part of Phase 2 of reorganizing the Library Department and will promote internal growth, mentorship, and retention while ensuring appropriate levels of responsibility and accountability. Phase 2 also includes the requested reclassification of four (4) full-time Librarian position to Senior Librarian positions to provide supervisory responsibilities in the Department.

Chief City Clerk Salary Range:
Recent recruitment efforts for the Chief City Clerk position and informal compensation surveys indicate that the current salary range is not competitive, which hampers the City's ability to attract and retain highly qualified applicants. Adjusting the range, as proposed, will make the classification much more competitive in the labor market and support the recruitment and retention of a highly skilled executive leader responsible for managing City Council agendas, records, elections, and transparency initiatives.

An informal salary survey of comparable agencies, including but not limited to, Alhambra, San Marino, Covina, and San Gabriel, demonstrated that the City's range is low compared to other cities without elected City Clerks. The proposed adjustment will increase the annual salary range to $144,840 - $194,113. The proposed adjustment will align the Chief City Clerk salary with other division managers and is expected to position South Pasadena competitively while maintaining internal equity among department head and executive classifications.

Fiscal Impact
The fiscal impact associated with updating the Librarian series job specifications and salary ranges is anticipated to be minimal and within the Library Department's current personnel budget.as the increase salary range for the supervisory-level Senior Librarian position will be offset by the reduced hourly range of the entry-level Reference Librarian position.

The proposed salary range adjustment for the Chief City Clerk position may increase total annual compensation by approximately $15,000–$20,000, depending on placement within the range. Through salary savings from the vacant position in the City Clerk's Office, there is sufficient funding is available in the FY 2025-26 Adopted Budget to fund the increased cost.

Sufficient funding to cover the ongoing personnel cost for all proposed position changes will be included in the FY 2026-2027 Proposed Budget.

Attachment:
Attachment No. 1 - Resolution No. 7952
Attachment No. 2 - Resolution No. 7953

CITY OF SOUTH PASADENA
RESOLUTION NO. 7952

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ADOPTING UPDATED JOB CLASSIFICATIONS, JOB DESCRIPTIONS AND SALARY RANGES FOR THE SENIOR LIBRARIAN, LIBRARIAN, AND REFERENCE LIBRARIAN POSITIONS

WHEREAS, the City of South Pasadena maintains a classification and compensation plan to ensure equitable, transparent, and market-based personnel administration; and

WHEREAS, the existing Librarian classifications series no longer reflect the City's current operational needs, supervisory structures, and technological advancements; and

WHEREAS, the City Council finds it necessary and appropriate to update the job specifications for the Senior Librarian, Librarian, and Reference Librarian to establish a supervisory, journey-level, and entry-level series aligned with industry standards and best practices;

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

SECTION 1. The classification of Senior Librarian is hereby established.

SECTION 2. The classification of Librarian is hereby established.

SECTION 3. The classification of Reference Librarian is hereby established.

SECTION 4. The job descriptions and salary ranges for the Senior Librarian, Librarian, and Reference Librarian as set forth in Exhibit A are hereby adopted.

SECTION 5. The City Manager, or designee, is authorized to implement the updated classifications and take all administrative actions necessary to carry out this Resolution.

PASSED, APPROVED AND ADOPTED on this 19th day of November 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 19th of November 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Mark Perez, Acting Chief City Clerk

EXHIBIT A

TITLE: **SENIOR LIBRARIAN**

DEFINITION: This is a professional position within the Library Department, performing duties under the general supervision of a Library Manager or the Assistant Library Director. The Senior Librarian is responsible for the delivery of many core library services and programs. They contribute to the overall successful operation of the library by supervising part-time Reference Librarians and part-time Librarians and ensuring public desks are adequately staffed. The Senior Librarian works closely with senior staff to set departmental goals, understand and meet community needs, and evaluate the effectiveness of library programs.

DISTINGUISHING CHARACTERISTICS:

Typically coordinates a specialized area of library services, such as Children's Services, Adult Services, Digital Services, Archives and Local History, and Support Services. Performs a wide range of professional duties including reference and instruction, collection development and management, event and program planning, community outreach, tracking and compiling statistics, and manages and implements library technology and digital resources; participates in strategic planning and department goal setting; develops processes and procedures and writes guidelines and instructions; tracks and projects budgets, and oversees vendor relations and participates in procuring goods and services; writes and administers grants; maintains an awareness of the City's goals and collaborates with other City departments; enforces customer rules of behavior and issues suspensions; directs, supervises, trains, evaluates and schedules subordinate staff, interns and volunteers; may serve as a liaison from the library to the Library Board of Trustees, the Friends of the Library and community organizations and groups.

AREAS OF FOCUS – KEY CHARACTERISTICS

Children's Services – Youth programming, development of children's and teen collections, reference and readers' advisory, outreach to, and develop partnerships with, schools and youth-serving community organizations, and organizing and overseeing youth volunteer programs.

Digital Services - Identify and provide for the community's technology needs (equipment, services, resources, education/instruction), promote library digital services, manage digital resource vendors, maintain and implement public-facing technologies,

evaluate the potential of new technology to further the Library‘s strategic goals; develop training materials and guidelines.

Local History - Maintenance, preservation, organization and development of Local History Collection and archival materials, provide specialized local history reference services, promote Local History Collection, increase public access to the collection through digitization, cataloging and community outreach and partnerships.

Support Services - Manage and implement technologies that are fundamental to library services, including Integrated Library System (acquisitions, cataloging, circulation, information retrieval, public user interfaces) and document management system and equipment, utilize analytics and statistics and create reports to assist staff in decision making about programs, services and operations, manage technology vendors.

EXAMPLES OF DUTIES:

- Provide in-person reference services in-person, and by phone and email.
- Perform Reader’s Advisory for a wide variety of patrons and connect people to resources that meet their educational, recreational and information needs.
- Assist students with homework assignments and coordinate with teachers.
- Educate patrons on how to access and use library resources.
- Plan, coordinate, and conduct a wide variety of library programs for various ages and general and target audiences and coordinate speakers and third-party vendors for library events.
- Perform outreach activities for the library's services, programs, and projects by representing the library at community events, giving presentations to groups and organizations, and visiting schools and classrooms.
- Produce publicity materials that promote and increase public awareness of library services.
- Develop the library's materials and digital resources collections; select and weed material consistent with the library’s collection development and maintenance policy.
- Perform routine library walk-throughs to ensure compliance with the library’s rules of behavior, and to address, resolve, and document incidents and complaints, and issue suspension letters.
- Draft processes and procedures and create documentation.
- Write detailed and descriptive incident and project reports.
- Conduct research and gather and prepare data and information for library grant proposals and applications.
- Collect and use statistics for analysis and assessment of customer satisfaction and the effectiveness of programs and services.
- Draft administrative and collection development policies.

- Research vendors, products, and services, and make recommendations for procurement, and assist in procurement process; manage vendor relationships.
- Supervise, direct, train, mentor, develop, schedule, evaluate and discipline subordinate library staff and volunteers.
- Serve as a liaison to the Library Board of Trustees, the Friends of the Library, and community groups.
- Set goals and plan for the development and delivery of services in a specialized area of focus.
- Performs other related duties as assigned.

MINIMUM QUALIFICATIONS:

- 3 years of professional library experience; supervisory experience desired.
- Master's Degree in Library and Information Science (MLIS) from an American Library Association accredited program.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Knowledge of the core principles of public librarianship, library trends, and best practices.
- Knowledge of general and specialized information sources, current publications, and publishing industry trends.
- Knowledge of principles of information organization, cataloging, and classification.
- Knowledge of library policy and operating procedures.
- Knowledge of the principles and practice of supervision.
- Knowledge of the processes and procedures of other City departments (e.g. Finance, Human Resources, Public Works).
- Knowledge of City goals and objectives and community values and needs.
- Ability to exercise good judgment and find solutions to problems.
- Ability to communicate clearly and effectively.
- Ability to establish and maintain positive working relationships with staff and public.
- Ability to lead and coordinate projects and teams.
- Ability to supervise, direct, train, mentor, develop, evaluate and discipline subordinate library staff and volunteers.
- Ability to assume responsibility for the library in the absence of senior staff according to the library's in-charge policy.
- Ability to evaluate the effectiveness of library programs and services and maintain an awareness of community needs.
- Ability to explain library policies and to interact with customers that are not complying with the library's rules of behavior.

WORKING CONDITIONS AND PHYSICAL DEMANDS:

The characteristics of the work environment and physical demands described here are representative of those the employee encounters while performing the essential functions of the job. Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions.

Physical demands include occasional lifting and pushing of objects up to 50 lbs. and some reaching, bending, walking, sitting, stooping, squatting, climbing, balancing, and kneeling; ability to hear and speak on the telephone and in person; dexterity and hand-eye coordination to operate library equipment and process and handle materials; vision to use office equipment, keyboard and computer monitor.

FLSA Status: Non-Exempt

HISTORY:

Established:
Approval/Adoption Date:

SENIOR LIBRARIAN

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E
Senior Librarian	PSEA	$6,597	$6,927	$7,273	$7,636	$8,018
		$38.06	$39.96	$41.96	$44.05	$46.26

TITLE: **LIBRARIAN**

DEFINITION: This is a professional position within the Library Department, performing duties under general supervision that ensure library users are provided with exceptional programs, services and experiences. Duties may be focused within a specialized area of library services, such as Children's Services, Adult Services, Digital Services, Archives and Local History, and Support Services.

DISTINGUISHING CHARACTERISTICS:

Performs professional duties including reference and instruction, collection development and management, event and program planning, community outreach, tracking and compiling statistics, and utilizing and managing library technology and digital resources; participates in strategic planning and department goal setting and contributes to developing processes and procedures; enforces customer rules of behavior, and may train and provide direction to subordinate staff, interns and volunteers; may serve as a liaison from the library to community organizations and groups.

AREAS OF FOCUS – KEY CHARACTERISTICS

Children's Services – Youth programming, development of children's and teen collections, reference and readers' advisory, outreach to, and develop partnerships with, schools and youth-serving community organizations, and organizing and overseeing youth volunteer programs.

Digital Services - Identify and provide for the community's technology needs (equipment, services, resources, education/instruction), promote library digital services, manage digital resource vendors, maintain and implement public-facing technologies, evaluate the potential of new technology to further the library's strategic goals; develop training materials and guidelines.

Local History - Maintenance, preservation, organization and development of Local History Collection and archival materials, provide specialized local history reference services, promote Local History Collection, increase public access to the collection through digitization, cataloging and community outreach and partnerships.

Support Services - Manage and implement technologies that are fundamental to library services, including Integrated Library System (acquisitions, cataloging, circulation, information retrieval, public user interfaces) and document management system and

equipment, utilize analytics and statistics and create reports to assist staff in decision making about programs, services and operations, manage technology vendors.

EXAMPLES OF DUTIES:

- Provide in-person reference services in-person, and by phone and email.
- Perform Reader's Advisory for a wide variety of patrons and connect people to resources that meet their educational, recreational and information needs.
- Assist students with homework assignments and coordinate with teachers.
- Educate patrons on how to access and use library resources.
- Plan, coordinate, and conduct a wide variety of library programs for various ages and general and target audiences and coordinate speakers and third-party vendors for library events.
- Perform outreach activities for the library's services, programs, and projects by representing the library at community events, giving presentations to groups and organizations, and visiting schools and classrooms.
- Produce publicity materials that promote and increase public awareness of library services.
- Develop the library's materials and digital resources collections; select and weed material consistent with the library's collection development and maintenance policy.
- Perform routine library walk-throughs to ensure compliance with the library's rules of behavior, and to address, resolve, and document incidents and complaints; may be delegated to issue suspension letters.
- Draft processes and procedures and create documentation.
- Write detailed and descriptive incident and project reports.
- Train and provide direction to subordinate staff, interns and volunteers.
- Performs other related duties as assigned.

MINIMUM QUALIFICATIONS:

- 1 year of professional library experience.
- Master's Degree in Library and Information Science (MLIS) from an American Library Association accredited program.

KNOWLEDGE, ABILITIES, AND SKILLS:

- Knowledge of the core principles of public librarianship, library trends, and best practices.
- Knowledge of general and specialized information sources, current publications, and publishing industry trends.
- Knowledge of principles of information organization, cataloging, and classification.
- Knowledge of library policy and operating procedures.

- Ability to exercise good judgment and find solutions to problems.
- Ability to communicate clearly and effectively.
- Ability to establish and maintain positive working relationships with staff and public.
- Ability to carry out assignments independently.
- Ability to assist with the training of subordinate library staff and provide direction to subordinate staff, volunteers, and interns.
- Ability to assume responsibility for the library in the absence of senior staff according to the library's in-charge policy.
- Ability to evaluate the effectiveness of library programs and services and maintain an awareness of community needs.
- Ability to explain library policies and to interact with customers that are not complying with the library's rules of behavior.

WORKING CONDITIONS AND PHYSICAL DEMANDS:

The characteristics of the work environment and physical demands described here are representative of those the employee encounters while performing the essential functions of the job. Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions.

Physical demands include occasional lifting and pushing of objects up to 50 lbs. and some reaching, bending, walking, sitting, stooping, squatting, climbing, balancing, and kneeling; ability to hear and speak on the telephone and in person; dexterity and hand-eye coordination to operate library equipment and process and handle materials; vision to use office equipment, keyboard and computer monitor.

FLSA Status: Non-Exempt

HISTORY:

Established:
Approval/Adoption Date:

City of
SOUTH PASADENA

LIBRARIAN

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E
Librarian	PSEA	$6,181	$6,490	$6,814	$7,155	$7,513
		$35.66	$37.44	$39.31	$41.28	$43.34

TITLE: **REFERENCE LIBRARIAN (PART-TIME)**

DEFINITION: Under the general supervision of Librarian II and/or Library Manager, the Reference Librarian position is responsible for staffing the reference desk and providing reference and readers' advisory services, and for ensuring library users' compliance with the library's rules of behavior and addressing, resolving, and documenting incidents and complaints. May perform collection development and other professional duties. The work schedule will vary depending on the department's needs including day, evening, and weekend hours.

EXAMPLES OF DUTIES:

The job duties listed below are examples of essential duties typically performed by employees in this class. An employee may not be assigned all duties listed and may be assigned duties that are not listed below:

- Provide in-person reference services in-person, and by phone and email.
- Perform Reader's Advisory for a wide variety of patrons and connect people to resources that meet their educational, recreational and information needs.
- Assist students with homework assignments and coordinate with teachers.
- Educate patrons on how to access and use library resources.
- Assist with developing and maintaining the library's collections; select and weed material consistent with the library's collection development and maintenance policy.
- Perform routine library walk-throughs to ensure compliance with the library's rules of behavior and to address, resolve, and document incidents and complaints.
- Provide outstanding customer service and ensure that customers are satisfied with the information or services delivered.
- Actively promote library programs and services when interacting with library users.
- Collect and compile statistics.
- Write detailed and descriptive incident and project reports.

MINIMUM QUALIFICATIONS:

- Experience working or volunteering in a library.
- Master's Degree in Library and Information Science (MLIS) from an American Library Association accredited program is required; or eligibility to complete the MLIS degree within six months of the date of hire.

KNOWLEDGE, ABILITIES, AND SKILLS:

- Knowledge of the core principles of public librarianship, library trends, and best practices.

- Knowledge of general and specialized information sources, current publications, and publishing industry trends.
- Knowledge of library policy and operating procedures.
- Ability to exercise good judgment and find solutions to problems.
- Ability to communicate clearly and effectively.
- Ability to establish and maintain positive working relationships with staff and public.
- Ability to carry out assignments independently.
- Ability to provide direction to subordinate staff, volunteers, and interns.
- Ability to assume responsibility for the library in the absence of senior staff according to the library's in-charge policy.
- Ability to explain library policies and to interact with customers that are not complying with the library's rules of behavior.

WORKING CONDITIONS AND PHYSICAL DEMANDS:

The characteristics of the work environment and physical demands described here are representative of those the employee encounters while performing the essential functions of the job. Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions.

Physical demands include occasional lifting and pushing of objects up to 50 lbs. and some reaching, bending, walking, sitting, stooping, squatting, climbing, balancing, and kneeling; ability to hear and speak on the telephone and in person; dexterity and hand-eye coordination to operate library equipment and process and handle materials; vision to use office equipment, keyboard and computer monitor.

FLSA Status: Non-Exempt

HISTORY:

Established:
Approval/Adoption Date:

City of
SOUTH PASADENA

REFERENCE LIBRARIAN (PT)

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E
Reference Librarian	PSEA-PT	$27.20	$28.56	$29.99	$31.49	$33.06

CITY OF SOUTH PASADENA
RESOLUTION NO. 7953

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, APPROVING AN ADJUSTMENT TO THE SALARY RANGE FOR THE CHIEF CITY CLERK POSITION

WHEREAS, the City of South Pasadena periodically reviews its classification and compensation plan to ensure competitiveness and equity; and

WHEREAS, the Chief City Clerk position is an executive-level classification responsible for managing elections, records, and legislative services; and

WHEREAS, recent salary surveys of comparable cities and recruitments demonstrate that the City's current salary range for the Chief City Clerk is not adequate to attract highly qualified candidates; and

WHEREAS, the City Council finds it necessary to adjust the salary range to attract and retain highly qualified candidates and ensure appropriate internal alignment.

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

SECTION 1. The Chief City Clerk is an Unrepresented Management position; and

SECTION 2. The salary range for the Chief City Clerk classification is hereby adjusted as set forth in Exhibit A, effective the first full pay period following adoption of this Resolution; and

SECTION 3. The City Manager, or designee, is authorized to implement the revised salary range and take all necessary administrative actions.

PASSED, APPROVED AND ADOPTED on this 19th day of November 2025.

_____
Janet Braun, Mayor

ATTEST: **APPROVED AS TO FORM:**

Mark Perez, Acting Chief City Clerk 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 19th of November 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Mark Perez, Acting Chief City Clerk

EXHIBIT A

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
Chief City Clerk	Unrepresented	$12,070	$12,674	$13,308	$13,973	$14,672	$15,405	$16,176
		$69.63	$73.12	$76.78	$80.61	$84.65	$88.88	$93.32

City Council Agenda Report

ITEM NO. 11

DATE: November 19, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Alma Medina, Assistant to the City Manager

SUBJECT: **CONSIDERATION OF ADOPTION OF RESOLUTION NO. 7954 AUTHORIZING STAFF TO SUBMIT A GRANT APPLICATION TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE SUSTAINABLE TRANSPORTATION PLANNING GRANT**

Recommendation

It is recommended that the City Council adopt the proposed resolution, authorizing staff to submit a grant application to the Sustainable Transportation Planning Grant, for the update of the City's Bicycle Master Plan.

Executive Summary

The Caltrans Sustainable Communities Competitive Grant Program provides funding to support local planning efforts that improve mobility, reduce greenhouse gas emissions, and advance multimodal transportation. Funded primarily through SB 1, the program offers $17.5 million statewide, with awards ranging from $100,000 to $700,000 and requiring an 11.47% local match.

Staff recommends applying for funding to update the City's 2011 Bicycle Master Plan, which is outdated and no longer reflects current design standards, safety trends, or community mobility needs. The grant would enable the City to assess existing conditions, identify network gaps, refresh Safe Routes to School strategies, and conduct required community engagement. An updated plan will position the City for future competitive capital funding opportunities, including the Active Transportation Program (ATP) and regional or federal mobility grants to develop a more comprehensive Mobility Plan.

The proposed Resolution is required by the granting agency and authorizes staff to apply for the grant and authorizes the City Manager to execute all necessary documents.

Background

The California Department of Transportation (Caltrans) administers the Sustainable Communities Competitive Grant Program to support local and regional planning efforts that promote sustainable transportation, reduce greenhouse gas emissions, and improve mobility and access for all users.

This highly competitive, statewide grant program funds the development of transportation and land use planning studies—such as active transportation plans, transit access studies, first- and last-mile connectivity strategies, and multimodal corridor analyses—that help cities

advance projects from concept to implementation readiness. The program is intended to assist jurisdictions in meeting State climate goals, supporting disadvantaged and underserved communities, and aligning local planning efforts with California's long-term transportation, housing, and environmental objectives.

Analysis
The Sustainable Transportation Planning Grant Program was established by Caltrans to advance its mission of improving lives and communities through transportation. The program is primarily funded through Senate Bill 1 (SB 1), The Road Repair and Accountability Act of 2017, which created a stable and ongoing source of transportation funding statewide. Each grant cycle, approximately $30 million in State-funded Sustainable Communities Grants (combined with additional federal funding) is made available to support multimodal transportation planning that strengthens local and regional mobility, reduces greenhouse gas emissions, supports public health, and addresses the needs of under-resourced communities. The program's overarching purpose is to help California jurisdictions plan for a safer, more equitable, sustainable, and integrated transportation network.

The Sustainable *Communities Competitive Grant* funds planning projects that further regional and statewide goals, including greenhouse gas reduction, multimodal access, transportation safety, climate resilience, and equitable mobility. These grants support local efforts such as bicycle and pedestrian master plans, multimodal corridor studies, Safe Routes to School planning, and other transportation planning initiatives that enhance community mobility and align with the California Transportation Plan 2050, the State Bicycle and Pedestrian Plan, the Climate Action Plan for Transportation Infrastructure (CAPTI), and statewide climate and equity priorities. To qualify, cities and counties must have a compliant Housing Element and must demonstrate strong community engagement strategies.

Grant requests for planning efforts must fall between $100,000 and $700,000, and applicants must provide a minimum local match of 11.47%, which may consist of cash, in-kind staff time, or a combination thereof. The deadline to apply for the grant opportunity is November 21, 2025. The total available funding under this grant program is $17,500,000. The Grant also requires that all applications include a Resolution adopted by the governing body (i.e. City Council) that explicitly authorize the submission of the application to Caltrans and designate the individual authorized to execute associated documents.

Examples of eligible uses for the grant include:

Category	Eligible Uses/Activities

Transportation/land-use planning studies	• Planning for active transportation (walking, biking) and safe routes to schools. • Transit planning (e.g., first/last-mile connectivity, increasing ridership). • Studies or planning methods for zero- or near-zero emission vehicles or fleets (e.g., e-bus fleet planning, EV charging network planning). • Integration of land use and transportation planning (e.g., transit-oriented development supportive planning).
Data, analysis & concept development	• Data gathering and analysis (travel model updates, data sharing initiatives). • Conceptual drawings or design (up to ~30 % conceptual design allowed) for planning purposes. • Stakeholder engagement: community surveys, public workshops, charrettes, translation/interpreting services. • Project administration (e.g., kick-off meetings, invoicing, quarterly reports) – up to ~5 % of the grant.
Emerging mobility/technology/travel demand management (TDM)	• Studies of transportation demand management, commute-trip reduction, shared mobility services, road/parking pricing. • Integration of transit and emerging technologies (connected/autonomous vehicles, shared mobility). • EV charging infrastructure planning (network analysis, feasibility studies) though not construction.
Community equity / underserved communities focus	• Planning that supports disadvantaged or underserved communities (equity, accessibility, land-use/transportation integration). • Outreach and engagement tailored to underserved or tribal communities.

Examples of ineligible uses of the grant include:

- Construction projects, capital costs (e.g., building a facility, purchasing vehicles or shuttles).
- Engineering plans or design specification work aimed at construction (versus conceptual design).
- Environmental studies/plans normally required under the CEQA/NEPA process.
- Updates to general plans, land-use plans or economic development plans if unrelated to transportation planning with a nexus.

Proposed Grant Application

After reviewing and considering the grant's eligible uses, City Council priorities, community needs, and the department work plan, staff is recommending submitting a grant application to fund an update to the 2011 Bicycle Master Plan.

The current Plan is over a decade old and is outdated as does not reflect modern protected bikeway classifications, updated multimodal design standards, evolving school mobility needs, collision and safety trends, or the City's adopted plans. Updating the Bicycle Master Plan will allow more options and create a new baseline based on current conditions for future planning. The City can also use the Bicycle Master Plan as basis for a more robust Mobility Plan as well as Open Street planning (possibly for Mission Street) when additional future funding becomes available.

Scope of Work and Deliverables
If awarded, the Sustainable Transportation Planning Grant will allow the City to hire a qualified transportation planning consultant to conduct a comprehensive update of the Plan. This work will include evaluating existing conditions, identifying gaps in the bicycle network, analyzing safety and connectivity needs, and recommending updated Class I–IV bikeway facilities. The planning process will also refresh Safe Routes to School recommendations based on current student travel patterns.

The grant will further support community engagement, as required by Caltrans, to ensure equitable and broad participation. This outreach will include workshops, surveys, and coordination with schools and community-based organizations. The updated Plan will result in a prioritized list of projects, conceptual designs, and cost estimates, positioning the City to be more competitive for future capital funding opportunities through the State's Active Transportation Program (ATP), Metro, and other regional or federal programs.

Applying for this grant presents a timely opportunity for the City to complete an essential mobility planning effort that would otherwise remain unfunded.

Alternatives
The City Council does have the option to not approve the pursuit of the grant. This would result in the City's Bicycle Master Plan remaining outdated and misaligned with current mobility, safety, and State planning requirements.

Fiscal Impact
The fiscal impact associated with submitting the Sustainable Transportation Planning Grant application is limited to the required local match, which is 11.47% of the total project cost. Currently, staff intends to submit an application in the amount of $400,000. If approved, the local match would be $45,880. This match may be satisfied through a combination of in-kind staff time and/or a small direct funding contribution, depending on the final scope and grant award amount. No additional General Fund allocation is needed at this time. Should the City be awarded the grant, staff will return to the City Council with the proposed consultant agreement, full cost breakdown, and confirmation of how the local match requirement will be met.

Attachment:
Attachment No. 1 - Resolution No. 7954
Attachment No. 2- Sustainable Transportation Program Grant Application Guide

CITY OF SOUTH PASADENA
RESOLUTION NO. 7954

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AUTHORIZING APPLICATION FOR THE CALIFORNIA DEPARTMENT OF TRANSPORTATION SUSTAINABLE TRANSPORTATION PLANNING GRANTS

WHEREAS, The South Pasadena City Council is eligible to receive funding through the Sustainable Transportation Planning (STP) Grants Program for the 2026-2027 Fiscal Year to fund local and regional multimodal transportation and assist in achieving the Caltrans Mission of improving lives and communities through the California Department of Transportation; and

WHEREAS, the City of South Pasadena intends to submit a grant application for an update to the City's Bicycle Master Plan on or before November 21, 2025, for the California Department of Transportation Sustainable Transportation Planning Grants in the competitive amount of $400,000; and

WHEREAS, City Council must pass a resolution to submit a project application for STP, as council authorization for resolution approval is required prior to the application deadline of Nov. 21st; and

WHEREAS, upon successfully obtaining an award, a Restricted Grant Agreement is needed to be executed between the City of South Pasadena and the California Department of Transportation before restricted grant funds can be reimbursed through the Transportation Planning Grant Programs; and

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 City Council authorizes application for the California Department of Transportation Sustainable Transportation Planning Grants for the Bicycle and Pedestrian Master Plan update and development of the 13th Street Bicycle Corridor preliminary plans.

SECTION 3. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED on this 19th day of November 2025.

_____
Janet Braun, Mayor

ATTEST: **APPROVED AS TO FORM:**

_____ _____
Mark Perez, Acting Chief City Clerk 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 19th of November 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Mark Perez, Acting Chief City Clerk

CALIFORNIA DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION PLANNING

SUSTAINABLE TRANSPORTATION PLANNING GRANTS

Fiscal Year 2026-27

GRANT APPLICATION GUIDE

Sustainable Communities & Strategic Partnerships

Grant Application Deadline November 21, 2025

Submit Application via Smartsheet Form

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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1. GRANT PROGRAM OVERVIEW

The Sustainable Transportation Planning Grant Program was created to support the California Department of Transportation's (Caltrans) Mission: Improving lives and communities through transportation.

The California Legislature passed, and Governor Edmund G. Brown Jr. signed into law, Senate Bill 1 (SB 1, Beall, Chapter 5, Statutes of 2017) – The Road Repair and Accountability Act of 2017, a transportation funding bill that provides a reliable fund source to maintain and integrate the State's multimodal transportation system. In addition to the $9.5 million in traditional State and federal grants, approximately $25 million in SB 1 funds for Sustainable Communities Grants is available for each grant cycle.

The State-funded Sustainable Communities grants ($30 million) are intended to support and implement Regional Transportation Plan (RTP) Sustainable Communities Strategies/Alternative Planning Strategies (SCS/APS) (where applicable) and to ultimately achieve the State's greenhouse gas (GHG) reduction target of 40 and 80 percent below 1990 levels by 2030 and 2050, respectively.

The federal-funded Strategic Partnerships and Strategic Partnership Transit grants ($4.5 million) support Federal Planning Factors and address State highway/transit issues of regional, interregional, and/or statewide significance, in partnership with Caltrans.

Eligible planning projects must have a transportation nexus per Article XIX Sections 2 and 3 of the California Constitution. Therefore, successful planning projects are expected to directly benefit the multimodal transportation system. These grants will also improve public health, social equity, environmental justice, the environment, and provide other important community benefits. The period of grant fund availability spans over three FYs and approximately 32 months for grant project activities after the grant agreement is executed and Caltrans issues a Notice to Proceed. Refer to Chapter 8.2 for details regarding the anticipated grant project start and expiration dates.

1.1 Sustainable Transportation Planning Grant Summary Chart

Grant	Fund Source	Purpose	Who May Apply	Local Match
Sustainable Communities Competitive	**Budget** RMRA and SHA State funds Approx. $17.5 million Approx. $3 million set-aside for technical projects Up to $2 million set-aside for Native American Tribal Governments Goal: 50% of grants should benefit Under-Resourced Communities*** **Grant Minimum** $50,000 for Under-Resourced Communities, including Native American Tribal Governments and rural communities; $100,000 for all others **Grant Maximum** $700,000	Funds local and regional multimodal transportation and land use planning projects that further the region's RTP SCS/APS (where applicable), contribute to the State's GHG reduction targets, address the needs of under-resourced communities, and assist in achieving the Caltrans Mission and Grant Program Objectives (See Chapter 1.2).	**The following are eligible to apply as a primary applicant:** • MPOs **with sub-applicants** • RTPAs • Transit Agencies • Cities and Counties with compliant Housing Elements and completed Annual Progress Reports • Native American Tribal Governments • Other Public Transportation Planning Entities **The following are eligible to apply as a sub-applicant:** • MPOs/RTPAs • Transit Agencies • Universities and Community Colleges • Native American Tribal Governments • Cities and Counties with compliant Housing Elements and completed Annual Progress Reports • Community-Based Organizations • Non-Profit Organizations (501.C.3) • Other Public Entities**	11.47% minimum* (in cash or an in-kind contribution); not required for Native American Tribal Governments
Sustainable Communities Formula	**Budget** RMRA State funds $12.5 million	Funds local and regional multimodal transportation and land use planning projects that further the region's RTP SCS/APS (where applicable), contribute to the State's GHG reduction targets, and assist in achieving the Caltrans Mission and Grant Program Objectives (See Chapter 1.2).	**The following are eligible to apply as a primary applicant:** • MPOs	11.47% minimum* (in cash or an in-kind contribution)

* For local match requirements, refer to Chapter 5.4 of this Guide.
** Public entities include state agencies, the Regents of the University of California, district, public authority, public agency, and any other political subdivision or public corporation in the State (Government Code Section 811.2).
*** For purposes of this grant program, under-resourced communities are the most vulnerable places that are facing disproportionate rates of economic, environmental, and health burdens, and are defined according to the tools in Appendix A.

Grant	Fund Source	Purpose	Who May Apply	Local Match
Strategic Partnerships	**Budget** FHWA SPR, Part I Federal funds $1.5 million **Grant Minimum** $100,000 **Grant Maximum** $500,000	Funds transportation planning studies in partnership with Caltrans that address the regional, interregional, and statewide needs of the State Highway System, and assist in achieving the Caltrans Mission and Grant Program Objectives (See Chapter 1.2).	**The following are eligible to apply as a primary applicant:** • MPOs • RTPAs **The following are eligible to apply as a sub-applicant:** • MPOs/RTPAs • Transit Agencies • Universities and Community Colleges • Native American Tribal Governments • Cities and Counties • Community-Based Organizations • Non-Profit Organizations (501.C.3) • Other Public Entities**	20% minimum* (in non-federal funds or an in-kind contribution) Complete Streets related application can request a local match waiver. Details in Section 4.3.
Strategic Partnerships – Transit	**Budget** FTA Section 5304 Federal funds $3 million **Grant Minimum** $75,000 for RTPAs and transit agencies; $100,000 for MPOs **Grant Maximum** $500,000	Funds multimodal planning studies, with a focus on transit, in partnership with Caltrans, of regional, interregional and statewide significance, and assist in achieving the Caltrans Mission and Grant Program Objectives (See Chapter 1.2)	**The following are eligible to apply as a primary applicant:** • MPOs • RTPAs • Transit Agencies **The following are eligible to apply as a sub-applicant:** • MPOs/RTPAs • Transit Agencies • Universities and Community Colleges • Native American Tribal Governments • Cities and Counties • Community-Based Organizations • Non-Profit Organizations (501.C.3) • Other Public Entities**	11.47% minimum* (in non-federal funds or an in-kind contribution) Complete Streets related application can request a local match waiver. Details in Section 4.3.

* For local match requirements, refer to Chapter 5.4 of this Guide.
** Public entities include state agencies, the Regents of the University of California, district, public authority, public agency, and any other political subdivision or public corporation in the State (Government Code Section 811.2).

1.2 Grant Program Objectives and Considerations

Successful grant applications address and articulate how the project relates to the Caltrans Mission, Grant Program Objectives, and Grant Program Considerations. The Grant Specific Objectives identified in Chapters 2.1, 3.1, and 4.1 indicate the specific purpose of the Sustainable Communities and Strategic Partnership transportation planning grants, respectively, and must also be considered when preparing an application.

Grant Program Objectives

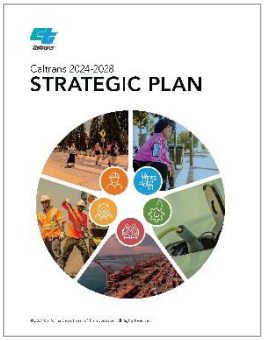
The following Grant Program Objectives are focused on achieving the Caltrans Mission and are intended to inform application development, including:

Objective	Description
Safety	Prioritize the elimination of fatal and serious injury crashes and enhance safe use of our roadways through the Safe System approach to realize a vision of zero road fatalities and serious injuries on all California roads by 2050.
Sustainability	Promote reliable and efficient mobility for people, goods, and services, while meeting the State's GHG emission reduction goals, preserving the State's natural and working lands, and preserving the unique character and livability of California's communities.
Preservation	Preserve the transportation system through protecting and/or enhancing the environment, promoting energy conservation, improving the quality of life, and/or promoting consistency between transportation improvements and State and local planning growth and economic development patterns.
Accessibility	Increase the accessibility of the system and mobility of people, inclusive of older adults, those with disabilities, and freight.
Innovation	Promote the use of technology and innovative designs to improve the performance and social equity of our transportation system and provide sustainable transportation options.
Economy	Support the economic vitality of the area (i.e., enables global competitiveness, enables increased productivity, improves efficiency, increases economic equity by enabling robust economic opportunities for individuals with barriers to employment and for Disadvantaged Business Enterprise (DBE), etc.).
Health	Decrease exposure to local pollution sources, reduce serious injuries and fatalities on the transportation system, and promote physical activity across the lifespan, inclusive of those with disabilities, especially through transportation means.
Social Equity	Promote transportation solutions that focus on and prioritize the needs of under-resourced communities most affected by poverty, air pollution and climate change, and promote solutions that integrate community values with transportation safety and performance while encouraging meaningful public involvement in the transportation decision making process.

Grant Program Considerations

The Grant Program supports related State and federal mandated initiatives. The Plans and Programs listed below should be considered in grant application development. Definitions and links to these resources can be found in Appendix A.

Caltrans Strategic Plan



The Strategic Plan is a declaration of the Caltrans vision and mission, core values, and five (5) goals to deliver a thriving and connected California for one of the nation's most populous, innovative, and diverse states:

- Safety
- Equity
- Climate Action
- Prosperity
- Employee Excellence

This plan guides and informs the development of the Sustainable Transportation Planning Grant Program. Competitive applications will articulate how they will assist in achieving the Caltrans vision, mission, and the five (5) strategic goals above.

California Transportation Plan 2050

The California Transportation Plan (CTP) 2050 is a long-range transportation plan, updated every five years pursuant to State and federal law, and is statutorily required to be fiscally unconstrained:



- Defines a vision for the future transportation system, establishes new statewide priorities, and guides Caltrans and partner agencies in implementing its recommendations
- Identifies strategies and policies that are required to make transparent and transformational transportation decisions
- Recognizes the unique transportation needs and interests of urban, suburban, rural, and tribal communities
- Guides transportation decision makers at all levels of government, while emphasizing the importance of shared responsibility in meeting our transportation needs

The CTP does not contain projects, but policies and strategies required to close the gap between what the RTPs aim to achieve and how much more is required to meet 2050 goals. Competitive applications will discuss how proposed projects will assist in achieving the CTP 2050 vision, goals, recommendations, and the modal plans that support it.

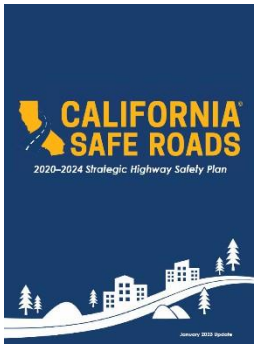
Modal Plans that Support the California Transportation Plan

The CTP is the umbrella plan that informs and pulls together the State's long-range modal plans listed below, to envision the future system:

- Interregional Transportation Strategic Plan
- California Freight Mobility Plan
- California State Rail Plan
- California State Bicycle and Pedestrian Plan
- Statewide Transit Strategic Plan

- California Aviation System Plan

Strategic Highway Safety Plan



The Strategic Highway Safety Plan (SHSP) is a statewide, coordinated traffic safety plan that provides a comprehensive framework for reducing roadway fatalities and serious injuries on California's public roads. This document represents the third update of California's initial 2005 SHSP and uses the latest crash data and insights from safety partners across the state to inform the SHSP's development. Working in conjunction with other statewide safety plans such as the Highway Safety Improvement Program, the Highway Safety Plan, and the Commercial Vehicle Safety Plan, this SHSP provides guidance that will influence the development of goals, strategies, and performance measures for stakeholders working to improve traffic safety throughout California.

The latest California SHSP effort focuses on strategies with the greatest potential to reduce fatalities, serious injuries, and overall crashes. To ensure that decision-making is consistent, the SHSP is anchored by a clear Vision, Mission, and Goal. The vision represents what the SHSP aims to accomplish, while the mission is the means of getting there. Fulfilling these statements affords the state, under guidance of the SHSP, the best opportunity to reach its goal: Zero Fatalities and Serious Injuries by 2050.

Title VI and Environmental Justice

Title VI of the U.S. Civil Rights Act prohibits discrimination on the basis of race, color, or national origin in programs or activities receiving federal financial assistance. A similar prohibition applies to recipients of state funds under California Government Code section 11135, which prohibits discrimination on the basis of race, color or national origin, as well as ethnic group identification, religion, age, sex, sexual orientation, genetic information, or disability.

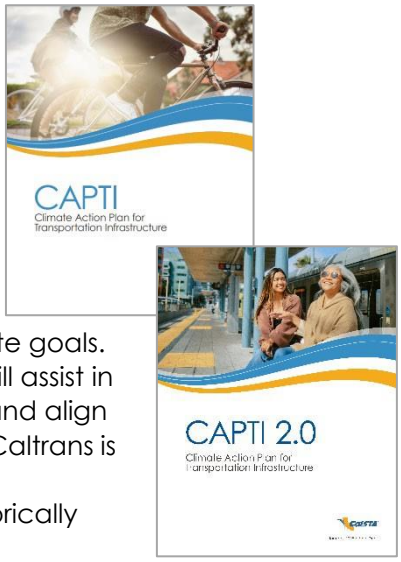
Caltrans integrates Title VI as well as environmental justice in all activities. In the past, low-income and minority communities disproportionately bore many of the negative impacts of transportation projects, which they continue to feel the consequences from today. It is the goal of environmental justice to ensure that when transportation decisions are made, low-income and minority communities have a full opportunity to participate in the decision-making process, and they receive an equitable distribution of benefits and not a disproportionate share of burdens, which contribute to poor health outcomes.

More information about non-discrimination requirements can be found in Chapter 5.5.

Director's Policy DP 28-R2 (Title VI Implementation Plan: Federal Fiscal Year 2024, Appendix B):

https://dot.ca.gov/-/media/dot-media/programs/civil-rights/documents/title-vi/2024caltranstitleviimplementationplan9823a11y.pdf

Climate Action Plan for Transportation Infrastructure



The Climate Action Plan for Transportation Infrastructure (CAPTI) and the subsequent CAPTI 2.0 (published in January 2025) detail how the State recommends shifting and investing billions of discretionary transportation dollars annually to aggressively combat and adapt to climate change while supporting public health, safety and equity. CAPTI builds on executive orders signed by Governor Gavin Newsom in 2019 and 2020 targeted at reducing GHG emissions in transportation, which account for more than 40 percent of all emissions, to reach the State's ambitious climate goals. Competitive grant applications will discuss how proposed projects will assist in implementing the CAPTI Investment Framework, Guiding Principles, and align with the Implementation Strategies and Key Actions. Through CAPTI Caltrans is committed to intentional engagement and partnership with tribal governments and community-based organizations representing historically marginalized voices.

California Climate Adaptation Strategy

The California Climate Adaptation Strategy, mandated by Assembly Bill 1482 (Gordon, 2015), links the State's existing and planned climate adaptation efforts, showing how they fit together to achieve California's six climate resilience priorities. The Strategy is organized around outcome-based priorities, enabling a coordinated, integrated approach to building climate resilience. The Strategy shows how the State's efforts fit together to deliver on six priorities for climate resilience action in California: Strengthen Protections for Climate Vulnerable Communities; Bolster Public Health and Safety to Protect Against Increasing Climate Risks; Make Decisions Based on the Best Available Climate Science; Build a Climate Resilient Economy; Accelerate Nature-Based Climate Solutions and Strengthen Climate Resilience of Natural Systems; Partner and Collaborate to Leverage Resources. The California Climate Adaptation Strategy also deepens the integration of California Native American tribal priorities into California climate policies and programs and support tribal partnership and collaboration through funding tribal climate projects. Competitive grant applications will discuss how proposed projects consider climate resilience and align with the California Climate Adaptation Strategy.

Master Plan for Aging

The Master Plan for Aging is a blueprint for aging across the lifespan, not simply a plan for today's older adults. California's over-60 population is projected to diversify and grown faster than any other age group. In response, the Master Plan calls on all California communities to build a California for All Ages: for older Californians currently living through the many different stages of the second half of life; for younger generations who can expect to live longer lives than their elders; for communities of all ages – family, friends, neighbors, coworkers, and caregivers – surrounding older adults. Competitive grant applications will discuss specific connections and help achieve the Master Plan's five goals and twenty-three strategies to build a California for All Ages by 2030.

2. SUSTAINABLE COMMUNITIES COMPETITIVE AND TECHNICAL

Approximately $12 million in State Road Maintenance and Rehabilitation Account (RMRA) funds and $5.5 million in State Highway Account (SHA) funds, or a combined total of $17.5 million will be distributed through a competitive program to Metropolitan Planning Organizations (MPOs) with a sub-applicant(s), Regional Transportation Planning Agencies (RTPAs), cities and counties, transit agencies, and Native American Tribal Governments. **MPOs must have a sub-applicant to be eligible for Sustainable Communities Competitive and Technical grants.**

Approximately $3 million will be set-aside for a technical project sub-category. In accordance with the recent release of the guidance documents for the implementation of Senate Bill 743 (SB 743, Chapter 386, Statutes of 2013), there is a current need for improved tools to measure VMT and induced travel and to develop and implement VMT mitigation programs.

Up to $2 million will be set-aside for Native American Tribal Governments.

Funding distribution for the competitive program will depend on the quality and number of applications.

2.1 Purpose and Specific Objectives

The purpose of the Sustainable Communities grants is to fund local and regional multimodal transportation and land use planning projects that further the region's RTP SCS/APS (where applicable), contribute to the State's GHG reduction targets, and assist in achieving the Caltrans Mission and Grant Program Objectives, which must be considered when preparing the grant application.

A minimum threshold of 50 percent of Sustainable Communities Competitive and Technical Grants has been identified for projects that benefit under-resourced communities, which includes Native American Tribal Governments and rural communities (for transportation planning purposes, rural is defined as all areas of the state that are not included in urbanized areas of 50,000 in population or greater; refer to Appendix C, *Caltrans/Regional Agency Boundaries Map*, which indicates rural areas). For purposes of the grant program, acceptable under-resourced communities definitions are described in Appendix A and include:

- Rural communities of 50,000 or less and outside of urbanized areas
- Native American Tribal Governments
- Regionally/locally defined under-resourced communities
- At or below 80% Assembly Bill 1550 (Gomez, Statutes of 2016)
- At or above 75% California Department of Education, Free or Reduced Priced Meals Data
- At or above 75% CalEnviroScreen Version 4.0
- At or below 25% California Healthy Places Index (HPI)

Sustainable Communities Competitive and Technical applicants must demonstrate how the project fits every aspect of the following Specific Objectives, as appropriate for the applicant and project type:

- Encourage local and regional multimodal transportation and land use planning that furthers the region's RTP SCS/APS (where applicable). For applicants not in an MPO region, address how the project encourages local and regional multimodal transportation and land use planning that advances sustainability

- Contribute to the State's GHG reduction targets and other State goals, including but not limited to, the goals and best practices cited in the 2024 RTP Guidelines
- Address the needs of under-resourced communities through robust public engagement
- Assist in achieving the Caltrans Mission and Grant Program Objectives (See Chapter 1.2).

Sustainable Communities Technical project types do not require extensive public engagement due to their technical nature, but they will explain and demonstrate:

- How the public will be involved at later stages of the planning process
- How they will collaborate with and involve appropriate stakeholders with technical expertise to review and validate quantification assumptions and methods
- How stakeholders will be involved in the application and Scope of Work

Technical project applications are scored under the same criteria as all other project types, but they are grouped with other technical projects, and they compete at the same level. Refer to Chapter 2.2 for Example Technical Project Types. Applicants should contact their Caltrans District listed in Appendix D to help decide which grant category is the best fit for their project.

Below is a list of Appendix A Guidance, Tools, and Resources to assist applicants in preparing a competitive grant application that is consistent with the Grant Program Objectives, Grant Program Considerations, and Specific Objectives.

- Advance Transportation Related GHG Reduction Project Types/Strategies
- Addressing the Needs of Under-Resourced Communities
- Public Health Resources
- Active Community Engagement
- Integrated Housing, Land Use and Transportation Planning
- Promote the Region's RTP SCS/APS (where applicable) and State Planning Priorities, and Climate Adaptation Goals
- Climate-Ready Transportation

2.2 Example Project Types

The examples below are organized in the following grant project types: Active Transportation; Corridor and Freight; Social Equity; Integrated Housing, Land Use, and Transportation; Multimodal; Safety; Technical; and Transit.

Active Transportation

- Active transportation plans, including bicycle, pedestrian, and trail master plans
- Plans for bike parking facilities
- Rural planning studies or plans that provide rural counties the ability to develop active transportation plans with a rural context-sensitive focus and allow for rural regions to contribute to the State's GHG reduction targets
- Studies or plans that include a temporary built environment demonstration, e.g., tactical urbanism

Climate Change

- Studies, plans or planning methods that advance a community's effort to address the impacts of climate change, such as sea level rise, flooding, wildfires, and mudslides, which may include the use of natural infrastructure to reduce the impacts of climate change
- Climate change adaptation plans for transportation facilities

Corridor and Freight

- Comprehensive Multimodal Corridor Plans
- Corridor enhancement studies
- Studies or plans related to zero emissions vehicle goods movement
- Freight/goods movement plans and studies
- Local or regional corridor plans
- Studies and plans that can help to quantify and highlight the value and importance of the rural State transportation system which connects large urban centers to rural open space, State and federal lands, and recreation and agriculture hubs.
- Studies and plans to mitigate for impacts to the rural transportation system due to increased interregional tourism and visitor traffic
- Modeling improvements that address SB 743 implementation and induced travel (see Sustainable Communities – Technical grant-specific objectives in Chapter 2.1)
- Complete Streets plans that consider last-mile freight
- Curbside freight management plans
- Sustainable freight plans
- Agriculture goods movement plans
- Freight/supply chain resiliency studies

Social Equity

- Community Needs Assessments
- Health and transportation studies, including health equity transportation studies and other plans that incorporate health into transportation planning
- Studies to improve access to social services and other community destinations for under-resourced communities such as grocery stores, schools, hospitals, transit stations, etc.
- Studies, plans or planning methods that address environmental justice issues in a transportation related context
- Congestion pricing studies including plans that enhance social equity and avoid inequitable cost burdens
- Planning to remove or reduce barriers created by transportation infrastructure such as highways, overpasses and underpasses, that create disconnected communities
- Studies or plans to ensure that infill and transit-oriented development benefits existing residents and businesses, low-income and under-resourced communities, and minimizes displacement
- Outreach to educate under-resourced communities on mode shifts to electric forms of transportation, as part of a plan or study as appropriate
- Student internships for rural agencies and/or under-resourced communities
- Native American Tribal Government transportation planning training and capacity building

Integrated Housing, Land Use, and Transportation

- Studies, plans or planning methods that assist transportation agencies in creating sustainable communities and transit-oriented development
- SCS/APS development
- Studies that promote greater access between affordable housing and job centers
- Station area planning

- Integration of transportation and environmental planning
- First Mile/Last Mile project development planning
- An update to a general plan land use element, zoning code, or land use plan that increases development opportunities around key transportation corridors or nodes
- Creation of a Transit-Oriented Development overlay zone or other special zoning district around key transportation corridors or nodes
- Studies, plans, and policies that address land use conflicts with major transportation corridors such as major highways, ports, shipping and freight corridors, etc. that are near sensitive land uses such as homes, schools, parks, etc. or potentially impacted by climate change

Multimodal

- Complete Streets plans or multimodal transportation plans
- Long range transportation plans for tribal governments
- Studies, plans or planning methods that advance a community's effort to reduce single occupancy vehicle trips and transportation related GHG through strategies including, but not limited to, advancing mode shift, demand management, travel cost, operational efficiency, accessibility, and coordination with future employment and residential land use
- Context-sensitive streetscapes or town center plans
- Studies that evaluate accessibility and connectivity of the multimodal transportation network
- Shared mobility services planning studies
- Community outreach plans for park-and-ride lots

Safety

- Bike and pedestrian plans with a safety enhancement focus, including Vision Zero plans
- Community to school studies or safe routes to school plans
- Traffic calming and corridor safety enhancement plans

Technical

- Transportation modeling studies or planning activities that address SB 743 implementation and induced travel, active transportation, emerging technology, public health, VMT and other impacts
- Planning for zero or near zero emission vehicles
- Electric vehicle charging infrastructure network planning
- Transit planning for zero emission bus fleets
- Planning for autonomous vehicles
- Road or parking pricing studies
- Transportation Demand Management studies
- Commute trip reduction studies and plans
- Data collection/data sharing initiatives
- Integration of transit, new emerging technologies, and shared mobility services
- Educational outreach as part of a plan or study as appropriate, e.g., for mode shifts to electric forms of transportation

Transit

- Identification of policies, strategies, and programs to preserve transit facilities and optimize transit infrastructure

- Transit planning studies related to accessible transit, paratransit, mobility management, etc.
- Studies, plans, or outreach for school public transit, school pool ridesharing
- Strategies to increase transit ridership
- Studies or plans that evaluate commuter rail or multimodal connectivity
- Studies or plans that evaluate first and last mile transit connectivity

2.3 Eligible and Ineligible Activities and Expenses

Eligible Activities and Expenses

Eligible activities must have a transportation nexus per the California Constitution, Article XIX Section 2 and 3. Applicants need to consult with Caltrans district staff for more information on whether costs are eligible for funding.

Some examples of eligible costs include:

- Data gathering and analysis
- Report writing and the development of associated graphics
- Planning consultant procurement
- Advertising for consultant procurement
- Advertising for public workshops, e.g., flyers, paid media ads
- Travel expenses (See Chapter 5.4 for details)
- Up to 30 percent design or conceptual drawings
- Equipment (as defined in 2 CFR Part 200.33)[1] purchases must remain under $5,000 or depreciation will need to be taken in to account when the grant project is completed since equipment could have future uses. *2 CFR Part 200.436*[2] provides the criteria for depreciation.
- Community surveys, meetings, public workshop room rental, charrettes, focus groups
- Virtual outreach activities and on-line meetings
- Bilingual services for interpreting and/or translation services for meetings
- Community/stakeholder advisory groups
- Light snacks and refreshments for public workshops (no full meals), subject to Caltrans approval
    - Requests to enhance public participation beyond the currently eligible costs for light refreshments will need justification regarding the cost benefit of the anticipated increase in public participation and must be submitted to Caltrans, and FHWA, when applicable, for consideration and approval, on a case-by-case basis.
- Project administration (up to 5 percent of the grant is allowed, i.e., quarterly reports, invoicing, and kick-off meeting with Caltrans)

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[1] Electronic Code of Federal Regulations, 2 Code of Federal Regulations, Part 200.33, 2020, https://www.ecfr.gov/on/2017-01-03/title-2/subtitle-A/chapter-II/part-200/subpart-A/subject-group-ECFR2a6a0087862fd2c/section-200.33

[2] Govinfo, 2 Code of Federal Regulations, Part 200.436, 20, https://www.govinfo.gov/app/details/CFR-2022-title2-vol1/CFR-2022-title2-vol1-sec200-436

Ineligible Activities and Expenses

Some activities, tasks, project components, etc. are not eligible under these grant programs. If an application has any of the following elements, it will be disqualified.

Ineligible activities and expenses include:

- Environmental studies, plans, or documents normally required for project development under the National Environmental Policy Act or the California Environmental Quality Act
- Engineering plans and design specification work
- Project Initiation Documents
- Program or project implementation
- Repurposing unspent grant funds (not applicable to Sustainable Communities Formula)
- Application development to pursue construction funds/project implementation
- RTPs or updates to the RTP, excluding SCS/APS development
- Construction projects, capital costs, such as the building of a facility, or maintenance
- Office furniture purchases, or other capital expenditures
- Decorations, e.g., for public workshop events
- Acquisition of vehicles or shuttle programs
- Organizational membership fees
- Incentives for public participation
- Charges passed on to sub-recipient for oversight of awarded grant funds
- Other items unrelated to the project

2.4 Tips for Successful Sustainable Communities Grant Applications

Criteria for Successful Sustainable Communities Grant Applications

Some guidance is provided below however, it is not intended to be all inclusive.

- Integrate Grant Program Considerations (See Chapter 1.2)
- Advance transportation related GHG emission reduction project types/strategies (i.e., mode shift, demand management, travel cost, operational efficiency, accessibility, and coordination with future employment and residential land use, etc.)
- Identify and address deficiencies in the multimodal transportation system, including the needs of environmental justice and under-resourced communities, including Native American Tribal Governments and rural communities
- Encourage stakeholder collaboration
- Involve active community engagement for under-resourced communities and Native American Tribal Governments by utilizing advocacy groups, community-based organizations, and tribal organizations
- Coordinate transportation, housing, and land use planning
- Result in funded and programmed multimodal transportation system improvements

General Tips

- Some sections of the grant application may seem redundant when discussing under-resourced community engagement, overall public engagement, and stakeholder involvement. Although the general public and under-resourced communities are stakeholders for any project, for application purposes, the strategy, and methods for

engaging these groups will be different, as described below.

  - Overall public engagement will describe the general strategy to engage the public at large.
  - Under-resourced communities' engagement will explain how the project will go above and beyond business as usual or what is statutorily required to address the specific needs of under-resourced communities and use unique methods to involve these groups in the decision-making process. Refer to Appendix A, *Active Community Engagement*, which includes case studies for examples of equitable community engagement.
  - Stakeholder engagement will explain how partner agencies, businesses, and/or non-profit community-based organizations will be involved throughout the project.
- Consult with your district representative for technical assistance before the application deadline.
- Use the Samples and Checklists provided for the Application, Scope of Work, and Cost & Schedule.
- Include Caltrans as an active partner in the study.
- Provide tailored letters of support and project area photographs to enhance the application. If applicants/supporters do not have the time/resources to provide tailored letters of support, a petition signed by supporters in a simple table format that lists the supporters **and** specifically how supporters will benefit the proposed project will suffice.

Project Description

Concisely describe the project. Explain "What parties are involved, the proposed major milestones, and why the project is necessary."

Project Justification

- Clearly define and explain the transportation problem or deficiency that the project will attempt to address and how the project will address the problem. Why is it critical to address the problem now? Make the case for a critical need that the project will address and support it with verifiable data, if available.
- Explain how the project affects under-resourced communities. The tools in Appendix A are intended to help applicants define an under-resourced community in the project area. Please cite data sources, the tools used, and include a comparison to the statewide thresholds that are established in each tool.
- If the applicant is a Native American Tribal Government or a rural area (outside of the urbanized areas with 50,000 in population or greater) of the State, describe population characteristics such as demographics, location, and size.

Grant Specific Objectives

Demonstrate how the project fits every aspect of the Grant Specific Objective, as appropriate for the applicant and project type. Some guidance is provided below; however, it is not intended to be all inclusive. Applications should reference Appendix A for Resources to Advance Sustainable Communities Grant Specific Objectives.

Successful applications should include:

Planning for Housing, Housing Element Compliance, and Prohousing Designation

- To avoid a deduction of 5 points, applicants must demonstrate how they integrate housing planning into their policies, programs, and project, or commit to coordinate housing and transportation in future policies and programs throughout the application (e.g., narrative and scope of work). See Chapter 2.2 for a list of example projects that coordinate housing, land use, and transportation.
- To be eligible for a grant award, city and county primary/sub-grant applicants are required to submit:
  1. A housing element adopted by the local government to the Department of Housing and Community Development (HCD), and HCD must find the adopted housing element in substantial compliance with state housing element law pursuant to Government Code Section 65585.
  2. Annual Progress Reports (APRs) to HCD for at least the previous two years, 2023 and 2024.
- City or county primary/sub-applicants will receive a high recommendation from HCD if they have a Prohousing Designation, which can be earned by adopting local policies that facilitate the planning, approval, and construction of housing. The HCD Prohousing Designation Program provides incentives to cities and counties in the form of additional points or other preference in the scoring of competitive housing, community development, and infrastructure programs. For HCD Prohousing Designation Program information and how to develop a competitive application, refer to Appendix A, *Integrated Housing, Land Use, and Transportation Planning*.

Note: Charter cities are not exempt from this specific program requirement and must submit an Annual Progress Report for the calendar years mentioned above.

IMPORTANT TIPS:

- ✓ City and county primary/sub-grant applicants are required to submit:
  1. A housing element adopted by the local government to HCD.
  2. Annual Progress Reports to HCD for at least the previous two years, 2023 and 2024.

Community Engagement

- Refer to Appendix A, *Active Community Engagement*, for Community Engagement Best Practices.

- Evidence of additional public outreach measures that promote access to decision-making and program implementation for all segments of the community, including special needs populations, under-resourced communities, and a variety of socio-economic groups (e.g., households across the income and employment spectrum, ethnically and racially diverse households).
- The application narrative should outline specific outreach strategies including in-person and virtual options.
- Tailored letters of support with electronic signatures from community-based organizations or public advocacy groups to demonstrate their support or involvement in identifying the issues that the proposed project is attempting to address.
- If applicants/supporters do not have the time/resources to provide tailored letters of support, a petition electronically signed by supporters in a simple table format that indicates specifically how supporters will benefit the proposed project will suffice.

HELPFUL TIPS:

Tailored letters of support from local agencies that not only provide support for the project, but also confirms that the proposed project:

- ✓ Helps to implement the RTP SCS/APS and/or State priorities
- ✓ Involves a coordinated approach to integrating land use and transportation in all phases of project planning and implementation.

Integrated Housing, Land Use, and Transportation Planning

- Application narrative and any relevant supporting or illustrative data should describe how the proposed project integrates and connects land use and transportation, including how transportation and land use agencies or jurisdictions are actively collaborating on the project in all project phases.
- Competitive grant applications should demonstrate how the project furthers this coordinated and integrated approach to planning. For example:
    - Demonstrate how the project will support or align with the region's Regional Early Action Planning (REAP)[3] grant investments or other regional planning or implementation efforts. REAP 2.0 seeks to accelerate infill housing development, reduce Vehicle Miles Traveled (VMT), increase housing supply at all affordability levels, affirmatively further fair housing, and facilitate the implementation of adopted regional and local plans to achieve these goals. Eligible uses include projects that invest in infrastructure to expand active transportation and fund and implement parking and transportation demand management programs or ordinances.
    - Describe how the project aligns with State housing policies and goals by serving a community within ½ mile of a transit station or stop that has received a positive Prohousing Designation Program score, certified by HCD.
    - Explain how the project is located in an area that has earned a Prohousing Designation and positive scores for Prohousing Enhancement policies from HCD. Jurisdictions supporting integrated housing, land use, and transportation planning may have policies

[3] REAP Website: Programs: Active | California Department of Housing and Community Development

that include Prohousing Enhancement Factors, which represent a multi-faceted approach to planning objectives, are consistent with State priorities, go beyond state law, etc. Competitive applications may also identify a jurisdiction's policies that promote housing development and reduce VMT. For information about the HCD Prohousing Designation Program and how applicants can develop a competitive application with Prohousing Enhancement Factors or VMT reducing policies, refer to Appendix A, *Integrated Housing, Land Use, and Transportation Planning.* HCD will highly recommend awards for City and county primary/sub-applicants that earn this designation.

Project Management

- **Scope of Work**: Refer to the Scope of Work Checklist in Appendix B.
- **Cost & Schedule**: Refer to the Cost & Schedule Checklist in Appendix B.

3. SUSTAINABLE COMMUNITIES FORMULA

$12.5 million will be distributed to the MPOs on a formula basis. The formula funds for the MPOs will reflect the same formula used to distribute Federal Highway Administration (FHWA) Metropolitan Planning PL funds.

The FHWA PL formula has three components:

1. A base allocation
2. A two-part population component which distributes funds by the proportion of the total population of each MPO based on California Department of Finance estimates each January
3. An Air Quality component based on the proportion of federal Congestion Mitigation Air Quality funds to total programmatic FHWA PL funds

3.1 Purpose and Specific Objectives

The purpose of the Sustainable Communities Formula is to fund local and regional multimodal transportation and land use planning projects that further the region's RTP SCS/APS (where applicable), contribute to the State's GHG reduction targets, and assist in achieving the Caltrans Mission and Grant Program Objectives (See Chapter 1.2).



The intent of the Sustainable Communities Formula Grants is to carry out the objectives of the region's RTP SCS/APS (where applicable) and the RTP Guidelines Appendices E & G.

The specific objectives, eligibility requirements, and performance considerations for the Sustainable Communities Formula Grants awarded to MPOs are consistent with the Sustainable Communities Competitive Grants.

The intent of the Sustainable Communities Formula Grants is to carry out the objectives of the region's RTP SCS/APS (where applicable) and the RTP Guidelines Appendices E and G. In addition, MPOs are strongly encouraged to administer Sustainable Communities Formula funding in a transparent manner and maintain non-profit eligibility, consistent with the legislative intent of SB 1 - The Road Repair and Accountability Act of 2017.

3.2 Guidance and Approval Process

Minimum Eligibility Criteria

MPOs should meet the following minimum eligibility criteria to apply for Sustainable Communities Formula grants:

- Of the Consolidated Planning Grant, FHWA PL carryover is at or below 100 percent of the annual FHWA PL allocation
- Have an RTP SCS/APS that meets the SB 375 GHG reduction targets
- Meet civil rights and environmental justice obligations, as summarized in Section 4.2 of the RTP Guidelines

If an MPO does not meet the minimum eligibility criteria listed above by **April 30, 2026**, their allocation will be redistributed to the remaining MPOs that are eligible and apply for the Sustainable Communities Formula Grants.

IMPORTANT NOTE:

✓ If an MPO does not meet the minimum eligibility criteria, their allocation will be redistributed to the remaining MPOs that are eligible and apply for the Sustainable Communities Formula Grants.

Annual Draft Overall Work Program (OWP) Development and Approval Process

Sustainable Communities Formula Grants are part of the annual draft OWP development and approval process. The draft OWP process includes meaningful consultation with Caltrans district staff and the Headquarters Office of Regional and Community Planning (ORCP). MPOs are responsible for including a draft Work Element(s) for Sustainable Communities Formula Grant funds in the draft FY 2026-27 OWP and sending a list of activities using the provided template to Caltrans, no later than **March 1, 2026**. Draft OWPs are submitted to the district Regional Planning Liaison who will coordinate with ORCP. The draft Work Element(s) should include an explanation of how the project supports the Sustainable Communities Grant Specific Objectives and provide the same level of detail included in the grant application Scope of Work and Cost & Schedule for the Sustainable Communities Competitive Grants. The Work Element name and number must remain unchanged until the project(s) is completed. If Work Elements do not provide enough detail, MPOs will need to submit the competitive grant application Scope of Work and Cost & Schedule. More information and detailed requirements are outlined in the *SB 1 Guidance for OWPs and Requests for Reimbursements*, available upon request.

3.3 Example Project Types

MPOs have flexibility for how the Formula Grant allocation is administered. For example, MPOs may use these funds for a regional competitive grant program, integrated land use and transportation planning activities related to developing their SCS/APS, carrying out the best practices cited in the RTP Guidelines, or a combination thereof. If an MPO uses Formula Grant funds to administer a regional grant program, the MPO must submit their grant program criteria and list of eligible applicants and sub-applicants to the Caltrans district and ORCP. This step is to ensure the MPO's grant program aligns with the Caltrans Sustainable Communities Competitive Grants, including city and county housing element compliance. MPOs will also submit a list of awarded grants to the Caltrans district and ORCP. MPOs should coordinate the submittal of this information with the Caltrans district and ORCP to avoid delays for releasing the call-for-projects and grant awards. For additional example project types, refer to Chapter 2.2.

3.4 Eligible and Ineligible Activities and Expenses

Refer to Chapter 2.3 for eligible and ineligible activities and expenses.

3.5 Formula Grant Allocation Estimates

The following funding table estimates how formula funds may be distributed to each MPO, contingent upon meeting the minimum eligibility criteria:

Sustainable Communities Formula Grants	
Metropolitan Planning Organization	**Total Formula Grant Allocation**
Tahoe Metropolitan Planning Organization	$160,750
Madera County Transportation Commission	$164,209
Kings County Association of Governments	$162,943
Shasta Regional Transportation Agency	$163,172
Butte County Association of Governments	$180,569
Merced County Association of Governments	$197,424
San Luis Obispo Council of Governments	$195,962
Tulare County Association of Governments	$246,944
Santa Barbara County Association of Governments	$224,579
Stanislaus Council of Governments	$291,053
San Joaquin Council of Governments	$341,671
Kern Council of Governments	$374,899
Association of Monterey Bay Area Governments	$315,267
Fresno Council of Governments	$407,484
Sacramento Area Council of Governments	$774,991
San Diego Association of Governments	$1,021,553
Metropolitan Transportation Commission	$2,106,140
Southern California Association of Governments	$5,170,390
Total	**$12,500,000**

4. STRATEGIC PARTNERSHIPS

$1.5 million in FHWA State Planning and Research (SPR) Part 1 funds and $3 million in Federal Transit Administration (FTA) Section 5304 funds, or a combined total of $4.5 million. FHWA SPR Part 1 funds will be distributed through a competitive program to MPOs and RTPAs. FTA 5304 funds will be distributed through a competitive program to MPOs, RTPAs, and transit agencies. Funding distribution for the competitive program will depend on the quality and number of applications.

4.1 Purpose and Specific Objectives

Strategic Partnerships are intended to fund planning projects that partner with Caltrans to address needs on or connecting to the State Highway System, while the transit sub-category will address multimodal planning projects that focus on transit.

The objectives of the Strategic Partnerships and Strategic Partnerships - Transit grants are to:

- Strengthen government-to-government partnerships
- Accomplish the Federal Planning Factors
- Achieve the Caltrans Mission and the Grant Program Objectives

4.2 Federal Planning Factors

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency
2. Increase the safety of the transportation system for motorized and non-motorized users
3. Increase the security of the transportation system for motorized and non-motorized users
4. Increase accessibility and mobility of people and freight
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight
7. Promote efficient system management and operation
8. Emphasize the preservation of the existing transportation system
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation
10. Enhance travel and tourism

4.3 Complete Streets Local Match Waiver

FHWA and FTA have approved a local match waiver for Complete Streets related grant applications. Applicants with a Complete Streets related grant application must submit a request to receive the local match waiver. Complete Streets related activities include, but are not limited to, the following activities:

- Adoption of Complete Streets standards or policies
- Development of a Complete Streets prioritization plan that identifies a specific list of Complete Streets projects to improve the safety, mobility, or accessibility of a street
- Development of transportation plans that:

  - Create a network of active transportation facilities, including sidewalks, bikeways, or pedestrian and bicycle trails, to connect neighborhoods with destinations such as workplaces, schools, residences, businesses, recreation areas, healthcare and childcare services, or other community activity centers
  - Integrate active transportation facilities with public transportation service or improve access to public transportation
  - Create multiuse active transportation infrastructure facilities (including bikeways or pedestrian and bicycle trails) that make connections within or between communities
  - Increase public transportation ridership
  - Improve the safety of bicyclists and pedestrians
- Regional and megaregional planning (i.e., multi-jurisdictional transportation planning that extends beyond MPO and/or State boundaries) that address travel demand and capacity constraints through alternatives to new highway capacity, including through intercity passenger rail
- Development of transportation plans and policies that support transit-oriented development

4.4 Example Project Types

Example Project Types - Strategic Partnerships

- Studies that identify interregional, inter-county, and/or statewide mobility and access needs
- Comprehensive Multimodal Corridor Plans
- Corridor performance/preservation studies
- Corridor enhancement studies
- Studies that evaluate transportation issues involving ground access to international borders, seaports, airports, intermodal facilities, freight hubs, and recreational sites
- Development of planning activities that result in sustainable transportation investments
- Enhanced tools to capture GHG benefits of Operations and System Management projects
- Integration of transportation and economic development
- Studies and plans that can help to quantify and highlight the value and importance of the rural State transportation system which connects large urban centers to rural open space, State and federal lands, and recreation and agriculture hubs
- Planning for sustainable freight
- Planning for transportation safety
- Transportation planning for special events
- Studies for relinquishment of state routes
- Statewide or interregional research or modeling tools
- Transportation demand management plans
- System investment prioritization plans
- Assessment and integration of new technology
- Complete street plans that consider last-mile freight
- Curbside freight management plans
- Agriculture goods movement plans
- Freight/supply chain resiliency studies
- Studies that evaluate accessibility and connectivity of the multimodal transportation network

- Studies that evaluate accessibility and connectivity of the multimodal transportation network
- Integration of transportation and environmental planning
- Studies, plans, and policies that address land use conflicts with major transportation corridors such as major highways, ports, shipping and freight corridors, etc. that are near sensitive land uses such as homes, schools, parks, etc. or potentially impacted by climate change
- Studies, plans or planning methods that advance a community's effort to reduce single occupancy vehicle trips and transportation related GHG through strategies including, but not limited to, advancing mode shift, demand management, travel cost, operational efficiency, accessibility, and coordination with future employment and residential land use

Example Project Types - Strategic Partnerships Transit

- Identification of policies and procedures to integrate transit into the transportation system and planning process
- Statewide and regional transit planning surveys and research
- Identification of policies, strategies, and programs to manage transit assets, preserve transit facilities, and optimize transit infrastructure
- Projects that evaluate accessibility and connectivity of the multimodal transportation network
- Transit technical planning studies and operational analyses to optimize system performance
- Studies or plans that evaluate rail or multimodal connectivity
- Studies or plans that evaluate bike and pedestrian connections to transit
- Short- and long-range Transit plans
- Station area planning
- Complete Streets plans or multimodal transportation plans
- Studies that evaluate accessibility and connectivity of the multimodal transportation network
- Transit planning for zero emission bus fleets
- Integration of transit, new emerging technologies, and shared mobility services
- Strategies to increase transit ridership
- Studies, plans or planning methods that assist transportation agencies in creating sustainable communities and transit-oriented development

4.5 Eligible and Ineligible Activities and Expenses

Eligible Activities and Expenses

Eligible activities must have a transportation nexus per the California Constitution, Article XIX Section 2 and 3. Please consult with Caltrans district staff for more information on whether costs are eligible for funding.

Some examples of eligible costs include:

- Data gathering and analysis
- Planning consultant procurement
- Advertising for consultant procurement
- Advertising for public workshops, e.g., flyers, paid media ads
- Virtual outreach activities and on-line meetings
- Travel expenses (See Chapter 5.4 for details)
- Up to 30 percent conceptual drawings and design

- Equipment (as defined in 2 CFR Part 200.33)[4] purchases must remain under $5,000 or depreciation will need to be taken in to account when the grant project is completed since equipment could have future uses. 2 CFR Part 200.436[5] provides the criteria for depreciation, at the GovInfo website.
- Community surveys, meetings, public workshop room rental, charrettes, focus groups
- Bilingual services for interpreting and/or translation services for meetings
- Community/stakeholder advisory groups
- Light snacks and refreshments for public workshops (no full meals), subject to Caltrans and federal approval
    - Requests to enhance public participation beyond the currently eligible costs for light refreshments will need justification regarding the cost benefit of the anticipated increase in public participation and must be submitted to Caltrans, and FHWA, when applicable, for consideration and approval, on a case-by-case basis
- Project administration (up to 5 percent of the grant is allowed, i.e., quarterly reports, invoicing, and kick-off meeting with Caltrans)

Ineligible Activities and Expenses

Some activities, tasks, project components, etc. are not eligible under these grant programs. If an application has any of the following elements, it will be disqualified. Ineligible activities and expenses include:

- Environmental studies, plans, or documents normally required for project development under the National Environmental Policy Act or the California Environmental Quality Act
- Engineering plans and design specification work
- Project Initiation Documents
- Program or project implementation
- Repurposing unspent grant funds
- Consultant mark-ups
- Application development to pursue construction funds/project implementation
- RTPs or updates to the RTP
- Economic development plans or studies
- Land use plans or studies
- General Plans or updates to elements
- Construction projects, capital costs, such as the building of a facility, or maintenance
- Office furniture purchases, or other capital expenditures
- Decorations, e.g., for public workshop events
- Acquisition of vehicles or shuttle programs
- Organizational membership fees
- Incentives for public participation

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[4] Electronic Code of Federal Regulations, 2 Code of Federal Regulations, Part 200.33, 2020, https://www.ecfr.gov/on/2017-01-03/title-2/subtitle-A/chapter-II/part-200/subpart-A/subject-group-ECFR2a6a0087862fd2c/section-200.33

[5] Govinfo, 2 Code of Federal Regulations, Part 200.436, 2022, https://www.govinfo.gov/app/details/CFR-2022-title2-vol1/CFR-2022-title2-vol1-sec200-436

- Charges passed on to sub-recipient for oversight of awarded grant funds
- Other items unrelated to the project

4.6 Tips for Successful Strategic Partnerships Grant Applications

Criteria for Successful Strategic Partnerships Grant Applications

- Partner with Caltrans to identify and address statewide, interregional, or regional transportation deficiencies in the State Highway System (or multimodal transportation system for transit-focused projects)
- Strengthen government-to-government relationships, and
- Result in programmed system improvements

General Tips

- Refer to Appendix A, *Multimodal System Planning*, for guidance documents in the development of proposed corridor plans/studies, freight plans/studies, and other multimodal system planning documents.
- Consult with your district representative for technical assistance before the application deadline.
- Use the Samples and Checklists provided for the Application, Scope of Work, and Cost & Schedule.
- Include Caltrans as an active partner in the study.
- Provide tailored letters of support and project area photographs to enhance the application. Project supporters should describe why they support the project and how they would benefit from the project.
- If applicants/supporters do not have the time/resources to provide tailored letters of support, a petition signed by supporters in a simple table format that lists the supporters and specifically how supporters will benefit the proposed project will suffice.

Project Summary

- Concisely describe the project in less than 150 words. Explain "What parties are involved, the proposed major milestones, and why the project is necessary."

Project Justification

- Clearly define and explain the transportation problem or deficiency that the project will attempt to address. Why is it critical to address the problem now? Make the case for a critical need that the project will address and support it with verifiable data, if available.

Grant Specific Objective

Demonstrate how the project fits every aspect of the Grant Specific Objective, as appropriate for the applicant and project type.

Project Management

- **Scope of Work:** Refer to the Scope of Work Checklist in Appendix B.
- **Cost & Schedule:** Refer to the Cost & Schedule Checklist in Appendix B.

5. GRANT PROJECT ADMINISTRATIVE REQUIREMENTS

The content of this chapter should be notably considered in the development of grant applications as it lays the foundation for what to expect when applying for these grant funds. Upon award, grantees will receive more specific guidelines including administrative and reporting requirements.

5.1 Coordination with Caltrans

Caltrans is committed to be an active partner. If awarded a grant, the applicant should include Caltrans district staff when planning both technical advisory and community meetings. In addition, Caltrans district staff will help to ensure that the approved Scope of Work, Cost & Schedule, and project funding will be maintained throughout the life of the contract. Applicants are also recommended to engage Caltrans district staff throughout the entire grant life, when applicable.

Caltrans may contact grantees to participate in peer exchange forums to promote information sharing and best practices.

If an agency does not demonstrate adequate performance and timely use of funds, Caltrans may take appropriate actions, which can include termination of the grant.

5.2 Third Party Contracts

The agreements between a grantee and a sub-applicant/recipient, consultant, or sub-consultant are often referred to as "third party contracts." An eligible sub-applicant should be identified by an eligible applicant at the onset of the application. Eligible sub-applicants/recipients may be added to an application after award with prior Caltrans approval. If a grantee or a sub-recipient is going to hire a consultant to perform work during the project, then proper procurement procedures must always be used. An on-call shortlist may be used for consultant procurement if the on-call shortlist was established through a competitive process. Additionally, the consultant services solicited via the on-call shortlist must be consistent with the services sought in the initial request for proposals used to establish the on-call shortlist. Agencies may not use another agency's on-call shortlist unless they are a grantee's sub-applicant.

Grantees may use their agency's procurement procedures if they comply with the State Contracting Manual, Chapter 5, the Local Assistance Procedures Manual, Chapter 10, and the terms of the agreement with Caltrans. In addition, work can only be contracted if it has been stated in the applicant's Scope of Work and Cost & Schedule. A grantee is fully responsible for all work performed by its sub-recipient, consultant, or sub-consultant. Caltrans solely enters a contract directly with the grantee; therefore, the grantee is responsible to ensure that all third parties adhere to the same provisions included in the contractual agreement between Caltrans and the grantee.

All government funded consultant procurement transactions must be conducted using a fair and competitive procurement process that is consistent with the State Contracting Manual, Chapter 5,[6]

[6] California State Contracting Manual Volume 1, Chapter 5, 2023, https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting

the Local Assistance Procedures Manual, Chapter 10,[7] and the terms of the agreement with Caltrans. All documentation of third-party contract procurements must be retained, and copies of all agreements must be submitted to Caltrans. For more information on third party contracting, visit the State Contracting Manual and the Local Assistance Procedures Manual Websites.

5.3 Quarterly Reporting

Quarterly Progress Reports (QPR) are required to be submitted for each State FY quarter after the grant recipient has received a Notice to Proceed letter. The table below illustrates the State FY timeframes for submitting the QPR to Caltrans district staff.

Quarterly Progress Report Timeframes			
Quarter 1	**Quarter 2**	**Quarter 3**	**Quarter 4**
July – September	October – December	January – March	April – June

For MPOs and RTPAs, the progress and expenditure of each awarded grant project must be included as part of the OWP Quarterly Progress and Expenditure Report. If this method of reporting is not adequately satisfied, Caltrans staff will require separate quarterly reports for each awarded grant project.

All other primary grant recipients shall submit progress reports every quarter for each awarded grant project. Caltrans district staff will provide the brief report form and due dates.

5.4 Invoicing and Financial Requirements

Pre-Award Audit

The Sustainable Communities grants are available in amounts up to $700,000 and Strategic Partnerships grants are up to $500,000. However, any awarded grant in excess of $250,000 may require a pre-award audit. The pre-award audit is to ensure that recipients of State or federal funds maintain adequate financial management systems prior to receiving the funds. Pre-award audits may be required of new grantees, agencies that have not recently been audited, agencies that have undergone prior audits with significant weaknesses or deficiencies in their financial management systems, or those determined to be a higher risk to Caltrans. If a pre-award audit is needed, the local Caltrans district office will contact the grantee to facilitate the appropriate action.

Accounting Requirements

Grantees and sub-applicants/recipients are required to maintain an accounting system that properly records, and segregates incurred project costs and matching funds by line item. The accounting system of the grantee, including its sub-applicants and subcontractors, must conform to Generally Accepted Accounting Principles that enable the determination of incurred costs at interim points of completion and provides support for reimbursement payment vouchers or invoices

[7] Caltrans Local Assistance Procedures Manual, Chapter 10, 2024, https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm

sent to or paid by Caltrans. Allowable project costs must comply with 2 Code of Federal Regulations (CFR), Part 200.

The accounting system must have the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into different cost accounts
- Ability to accumulate and segregate allowable direct costs by project, funding source, and type of cost (e.g.: labor, consulting, pass-thru, or other)
- Internal controls to maintain integrity of financial management system
- Ability to account and record costs consistently and to ensure costs billed are in compliance with 2 CFR Part 200
- Ability to ensure costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and State and federal requirements

The types of records that are used to support the existence of these attributes include the following:

- Subsidiary general ledgers
- Chart of accounts
- Time keeping records
- General ledger and job costing ledgers
- Audited financial statements
- Accounting policy and procedure manuals specific to the agency
- Documents supporting actual costs (e.g. invoices, canceled checks)

It is the grantee's responsibility, in conjunction with Caltrans district staff, to monitor work and expenses to ensure the project is completed according to the contracted Scope of Work and Cost & Schedule. Grantees must monitor work and costs to ensure invoices are submitted on a regular and timely basis (monthly or quarterly as milestones are completed). Grantees must communicate with their local Caltrans district office to ensure any issues are addressed early during the project period.

Local Match

All tasks require a grant amount and local match, except for the administrative tasks – Task A and Task B, where both a grant amount and local match are optional. The local match is a financial requirement that demonstrates the grantee/local agency is vested in the project.

Because the local match is part of the total project cost, the local match can only fund eligible grant activities. Therefore, grant recipients must fund ineligible activities with funds other than the local match.

The local match can be all cash, all third-party in-kind contributions, or a combination of the two. The minimum local match is a percentage of the total project cost (i.e., minimum local match amount plus the grant amount) and is identified in the Cost & Schedule at the task level.

Grantees can provide a tapered local match, which allows grantees to vary the required local match ratio for each task and with every Request for Reimbursement. Applicants must identify if they will utilize the tapered match on the Cost & Schedule. Grantees agree to satisfy the total local match amount by the grant expiration date.

Local Match Sources

- **Sustainable Communities Competitive and Technical**
  Federal toll credits, FHWA PL, and FTA Section 5303, and Sustainable Communities Formula are ineligible match sources; otherwise, any source of funds may be used if the proposed grant work is an eligible activity for the local match fund source.

  Local match is not required for Native American Tribal Governments.

- **Sustainable Communities Formula**
  Federal toll credits are an ineligible match source; otherwise, any source of funds may be used if the proposed grant work is an eligible activity for the local match fund source. If MPOs are matching with federal Consolidated Planning Grant (CPG) funds (i.e., FHWA PL or FTA Section 5303), the work must all be eligible. However, federal approval is required as CPG objectives may differ and must be aligned with Sustainable Communities Formula specific objectives and 23 CFR Part 450 requirements.[8]

- **Strategic Partnerships and Strategic Partnerships – Transit**
  Any non-federal source of funds may be used if the proposed grant work is an eligible activity for the local match fund source. If MPOs are matching with Sustainable Communities Formula funds, the objectives for each grant must be in alignment. Caltrans approval is required.

Cash Match

- Staff time from the primary applicant counts as cash match. Staff time charged to a specific project that has been funded and or reimbursed, cannot be used to meet the match requirement for another project.
- Sub-applicant staff time, if reimbursed, is considered cash match. If donating their time, it is considered in-kind.
- Revenue sources for local cash match can include local sales tax, special bond measures, private donations, private foundations, etc.

Third-Party In-Kind Match

Third party in-kind contributions are typically goods and services donated from outside the primary grantee's agency and can be counted towards the minimum local match requirement. Examples of third-party in-kind contributions is the value of donated:

- Public outreach materials
- Interpreter Services
- Facilities
- Equipment
- Advertising
- Student volunteers and other stakeholder staff time
- Other goods and services

[8] Title 23, Code of Federal Regulations, Part 450,

https://www.govinfo.gov/content/pkg/CFR-2004-title23-vol1/pdf/CFR-2004-title23-vol1-part450.pdf

The Third-Party In-Kind Valuation Plan is required to itemize and place value on donated goods and services. It must be submitted to Caltrans for approval only if the grant application is awarded. The Third-Party In-Kind Valuation Plan Checklist and Template can be found in Appendix B.

In addition:

- The value of third-party in-kind contributions must be directly benefiting and specifically identifiable to the project.
- Minimum wage standards for student workers or Caltrans pay rates for equal-level volunteers are acceptable base values of volunteer time.
- Third-party in-kind contribution information must be identified on the Grant Application Cover Sheet, the Cost & Schedule, and the project specific Work Element in the OWP (if applicable).

Minimum Local Match Requirements

Applicants/grantees will be held responsible for any local commitments above the minimum requirement included in the grant application and will be made part of the grant agreement with Caltrans. Once the agreement is executed, any decrease to local match commitments above the minimum required amount will require Caltrans approval through an amendment. The example shown in the following table illustrates the minimum local match requirement based on a grant request of $300,000. Applicants must use the Local Match Calculator[9] to ensure the correct amounts are reflected on the Grant Application Cover Sheet and the Cost & Schedule.

Minimum Local Match Requirements (Percentage of Total Project Cost)			
Grant Program	**Grant Request**	**Local Match**	**Total Project Cost**
Sustainable Communities and Strategic Partnerships – Transit	**88.53%** Example: $300,000	**11.47%*** Example: $38,868	**100%** Example: $338,868
Strategic Partnerships	**80%** Example: $300,000	**20%** Example: $75,000	**100%** Example: $375,000

Indirect and Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a state award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect costs, also known as facilities and administrative costs or overhead costs.

Indirect Costs are costs that are incurred for a common or joint purpose. These costs benefit more than one cost objective and cannot be readily identified with a particular final cost objective. Reproduction costs, computer purchase, and office supplies are considered indirect costs, unless they are tied to a specific task or activity.

[9] Local Match Calculator posted on-line at (will download as MS Excel spreadsheet): https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/regional-and-community-planning/sustainable-transportation-planning-grants

Indirect Cost Allocation Plan/Indirect Cost Rate Proposal

If a grantee, including sub-recipients and third-party contractors/consultants, are seeking reimbursement of indirect costs, they must submit an Indirect Cost Allocation Plan (ICAP)or an Indirect Cost Rate Proposal (ICRP) to Caltrans. Submissions should be sent to Caltrans Internal Audits Office (CIAO) or Independent Office of Audits and Investigations (IOAI).

CIAO is responsible for the review and approval of government entities and non-profits ICAP submissions.

IOAI is responsible for the review and approval of for profit (Consultant) ICAP submissions. Consultants submit their ICAPs only when they are initially included in the contract and not on an annual basis.

IMPORTANT NOTE

- ✓ Applications must include the estimated indirect cost rate on the Cost & Schedule.

An ICAP or ICRP must be prepared and submitted yearly in accordance with 2 CFR, Part 200. Indirect costs may be sought for reimbursement only after the grantee has received ICAP/ICRP approval from CIAO. For guidance on the ICAP/ICRP submission process, visit Caltrans Internal Audit Office[10] and the Caltrans LAPM Chapter 5 Accounting/ Invoicing. [11]

Most Common Types of Indirect Cost Rates

The following are the most common types of Indirect Cost Rates:

- Fixed Rate
- Final Rate
- De Minimis Rate
- Safe Harbor Rate

Changes to the De Minimis Rate are outlined in the revised 2 CFR Part 200.414(f)[12] that became effective November 12, 2020.

Applications must include the estimated indirect cost rate on the Cost & Schedule.

Travel Expenses

Grantees may be eligible to claim travel expenses if they have been approved in the Scope of Work and Cost & Schedule. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration for similar employees (i.e., non-represented employees). Any request for reimbursement that exceeds the State rates will be denied. The grantee is responsible for paying beyond the State rates and cannot use local match to cover excess costs.

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[10] Caltrans Internal Audits Office, ICAP/ICRP Submission Process, 2022, https://dot.ca.gov/programs/audits/submission-review-main

[11] Caltrans Local Assistance Procedures Manual Chapter 5, 2020, https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf

[12] Electronic Code of Federal Regulations, 2 Code of Federal Regulations, Part 200.414(f), 2020, https://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1414&rgn=div8

For more information on eligible travel expenses, visit the Caltrans Travel Guide Website. [13]

Requests for Reimbursements

- Grant payments are made only as reimbursements.
- Grant reimbursements will be based on actual allowable incurred costs.
- Grant costs will be reimbursed if incurred on or after the start date and the issuance of the Notice to Proceed and before the expiration date.
- Request for Reimbursements (RFRs) must be submitted at least quarterly, but no more frequently than monthly.
- A one-time, lump sum invoice or RFR for the entire grant is not allowed.
- Grantees must pay sub-recipients and subcontractors prior to submitting an RFR to Caltrans.
- Incomplete or inaccurate RFRs will be returned for correction.
- An accounting management system generated report must accompany all RFRs.
- Refer to Chapter 8.2 to determine final RFR dates
- When requesting reimbursement of indirect costs, the following items are required as part of the submitted RFR package:
  - An approved ICAP/ICRP rate must be on file for the FY in which the costs occurred.
  - A financial management system report that segregates direct/indirect costs by fund source.
  - ICAP support document spreadsheet that identifies direct charges and rate applied to those charges.
- Grantees must pay final consultant invoices by the final invoice due date to be eligible for reimbursement when submitting a final RFR.

5.5 Non-Discrimination Requirements

Title VI Non-Discrimination Requirement

The FHWA and the FTA each have requirements that recipients of federal Metropolitan Planning funds must demonstrate continued compliance with Title VI. Compliance with Title VI includes conducting meetings in a fair and reasonable manner that are open to all members of a community. Interpretation and translation services should also be provided when appropriate. Compliance reflects not only the law but is also a good policy that builds the kind of trust and information sharing upon which successful planning is done. Even where a city or county may not be receiving federal funding for transportation, the Civil Rights Restoration Act of 1987 also obligates that a city or county comply with Title VI, if it receives any other federal funding for any program. Refer to the Caltrans Title VI website[14] for more information.

Disadvantaged Business Enterprises

Successful grant applicants are expected to market contracting opportunities to all small businesses, including DBEs and Disabled Veteran Business Enterprises.

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[13] Caltrans Travel Guide, 2020, https://dot.ca.gov/programs/accounting/travel-guide

[14] Caltrans, Title IV of the Civil Rights Act of 1964, 2020, https://dot.ca.gov/programs/civil-rights/title-vi

Grant recipients of federal funds are required to report any contracting opportunities that may involve DBE participation. DBE reporting is required twice a year: April 1 and October 1. For details about DBE requirements, visit the Office of Civil Rights website.[15]

5.6 Final Product

All final reports funded through the Sustainable Transportation Planning Grant Program shall credit the FHWA, FTA, or Caltrans' financial participation on the cover or title page. An Americans with Disabilities Act of 1994 (ADA)-accessible electronic copy of all final reports shall be forwarded to the Caltrans district office responsible for the administration and oversight of the grant. There are resources to assist with development of ADA compliant documents.[16]

Any technologies or inventions that may result from the use of these grants are in the public domain and may not be copyrighted, sold, or used exclusively by any business, organization, or agency. Caltrans reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for public purposes.

Applicants should thoughtfully develop the project title. Once a Caltrans grant agreement is executed, changes to the original grant project title are not allowed. Grantees may use an "Also Known As" (AKA), but both the AKA and the original title must be included in the final product.

Grantees must submit their final product with the final RFR to Caltrans for approval and reimbursement. Grantees will not be reimbursed for activities that are not completed, and the activity budget must be left unexpended.

5.7 Project Close-Out Survey

Once awarded grant projects are completed, grantees will complete a close-out survey to describe the successes and challenges of their project. The survey will give the opportunity to (1) highlight successes and obstacles in project implementation of the concepts identified by the planning process, (2) identify best practices in transportation planning, with an emphasis in public engagement, and (3) identify studies/plans that have been or will be funded for continued project development. Information from the survey will be compiled into a report to illustrate the value of the grant program and inform planning practitioners in their planning efforts. Caltrans' goal is to provide transparency and accountability for the program, as well as to use the survey feedback to better serve future grant applicants.

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[15] Caltrans, Office of Civil Rights, Disadvantaged Business Enterprise Website: https://dot.ca.gov/programs/civil-rights/dbe

[16] State of California Accessibility Website: https://www.ca.gov/accessibility/

California Department of Rehabilitation Accessibility Website: https://www.dor.ca.gov/Home/Accessibility

MS Office Support Video: https://support.office.com/en-us/article/video-check-the-accessibility-of-your-document-9d660cba-1fcd-45ad-a9d1-c4f4b5eb5b7d

5.8 California Public Records Act

All applications are subject to the California Public Records Act of 1968[17]. As such, applicants may be contacted by anyone who requests their grant application. While Caltrans is obligated to share applications at any time, awarded applicants should avoid a potential conflict of interest when contacted by consultants who may inquire about the grant-funded project and not give the consultant an unfair advantage for the consultant procurement process.

[17] Leg info, California Government Code, Sections 6250 - 6270.7, https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=7.&chapter=3.5.&lawCode=GOV&title=1.&article=1.

6. APPLICATION SUBMITTAL PROCESS

The Sustainable Transportation Planning Grant Program is highly competitive. This section provides applicants with supplemental information as well as details on required documents that must accompany an application at the time of submittal. All applicants are strongly encouraged to adhere to these requirements in order to score competitively during the application evaluation process.

6.1 Applicant Eligibility

Primary applicants must have statutory authority to conduct transportation/transit planning for their jurisdiction. Generally, the local and regional agencies have this specific authority. Native American Tribal Governments must be federally recognized to be eligible. Refer to the public entity's bylaws to find this information.

6.2 Early Coordination and Technical Assistance for Primary Applicants

Sub-applicants are encouraged to work far in advance of the application deadline with the appropriate primary applicant to coordinate application development. It is also beneficial for sub-applicants to be informed of the appropriate primary applicant process and schedule, as they may differ slightly from those of Caltrans. RTPAs residing within MPO boundaries should also coordinate application development with the MPO, as it is critical to ensure that proposed studies align with the RTP SCS/APS for the entire MPO region and do not duplicate efforts being applied for or already awarded to the MPO.

Caltrans district staff (See Appendix D) are available during the application period to answer questions and help interested groups complete their applications.

For questions specific to the Grant Application Guide, applicants are also welcomed to contact:

Application Guide Technical Assistance	Contacts
Sustainable Communities and Strategic Partnerships	**Kevin Mariant, Grant Management Branch Chief** Caltrans Division of Transportation Planning Office of Regional and Community Planning Email: Kevin.Mariant@dot.ca.gov
Questions about Housing Element Compliance for Sustainable Communities Competitive and Technical	**Paul McDougall** Department of Housing and Community Development Email: Paul.McDougall@hcd.ca.gov

6.3 Application Submittal Instructions

The Grant Application Guide, Application forms, and required templates are available on the Caltrans Sustainable Transportation Planning Grant Program website, at:

https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/regional-and-community-planning/sustainable-transportation-planning-grants

- All grant application packages are required to be submitted via Smartsheet.
- Smartsheet features work better with Google Chrome browser.
- Smartsheet progress cannot be saved. To avoid issues, follow these instructions:
  1. Complete the Application Cover Sheet in MS Word.
  2. Copy and paste the Application Cover Sheet fields into the Smartsheet form.
  3. Have the PDF attachment ready to upload into the Smartsheet form.
- An agency may only submit one application package per Smartsheet submittal.
- An application cannot be submitted to more than one grant category.
- The required items outlined on the Grant Application Checklist in Appendix B must be submitted as a single PDF document (not to exceed 25MB); if awarded, original formats will be requested.
- All application documents must list the applicant's legal name.
- Confirmation of receipt can be sent via Smartsheet if the applicant checks the box to receive a copy of the submittal.

Submit applications via Smartsheet Form by November 21, 2025

Hard copies will not be accepted, and late applications will not be reviewed.

Caltrans anticipated award announcements: Summer 2026

Caltrans district staff are available during the application period to answer questions and help interested groups complete their applications. Refer to Appendix D, *Caltrans District Contact List*, for contact information.

Download the latest version of Adobe Reader DC ® to complete the application form. This version of Adobe is available free of charge.

6.4 Application Supplemental Documentation

The following documents are not required, but enhance the overall application and typically result in a more competitive application during the evaluation process:

Letters of Support

If submitted, letters of support must be included with the application package. Letters received late or separate from the application package will not be considered. The letters should be addressed to the applicant. Such letters can come from community-based organizations, local governments, regional governments, Native American Tribal Governments, service agencies, and elected officials.

Graphics

Clearly labeled photographs, maps, planning diagrams, land use or design illustrations, or other relevant graphic representations of the proposed project area convey existing conditions and help to further explain the need for the grant and the priority of the proposed planning project with respect to community need. Please ensure that graphics include a text description to provide context.

The following documents are not required, but enhance the overall application and typically result in a more competitive application during the evaluation process:

- Letters of Support
- Graphics
- Safety Data
- Travel Mode Data
- Other Data

Safety Data

Statistical data such as pedestrian-vehicle injuries/crashes or fatalities resulting from lack of safe infrastructure, or other road conditions that contribute to possible injuries can support the need for the proposed project. This information may be obtained from police reports, transit agencies, National Highway Traffic Administration, or the Governor's Highway Safety Association.

Travel Mode Data

Data on mode share, commute patterns, accessibility for low-income and under-resourced populations, access to job centers, or other data to show the need and potential for mode shift to non-auto transportation modes.

Other Data

As applicable, to indicate the need and potential for reducing VMT and GHG, where available.

7. APPLICATION REVIEW PROCESS

7.1 Two-Tiered Application Review Process

This chapter provides a brief overview of the grant application review process. Grant application evaluation is a two-tiered process that consists of:

- Caltrans District Review and Evaluation
- Caltrans Headquarters (HQ) Interagency Review Committees Evaluation

Caltrans district staff conducts the first-level review of all applications for content, submission of proper documentation, overall relationship to regional and local planning efforts, and documents their evaluations. Caltrans district staff scores, prioritizes, and recommends the most highly ranked Sustainable Communities and all Strategic Partnerships applications for the next level of review with the HQ Interagency Review Committees. Grant applications from Native American Tribal Governments, Transit Agencies, and proposed projects spanning multiple Caltrans districts or projects having a statewide significance, may also move on directly from Caltrans districts to HQ for review.

The HQ Interagency Review Committees conduct the second-level review and comprise staff from Caltrans HQ, FHWA, FTA, HCD, the California Department of Public Health, the Governor's Office of Land Use and Climate Innovation, the Strategic Growth Council, and the California Air Resources Board. Caltrans HQ also coordinates with internal specialists, depending on the grant application subject matter, to provide high-level reviews of the proposed project to avoid funding duplicative efforts or efforts that are not supportive of State planning efforts. The committees for each grant category convene to develop funding recommendations that are approved by every level of Caltrans management and the California State Transportation Agency.

7.2 Application Evaluation/Scoring Process

Grant applications that address every aspect of the grant specific objectives will score higher overall. Caltrans has diverse applicants and project types, which makes it difficult to use a one-size fits all scoring rubric that would not unintentionally put some applicant/project types at a disadvantage. Therefore, applications will be scored based on how well they are able to describe the project, justify need, incorporate the grant specific objectives, and develop a Scope of Work and Cost & Schedule, all in accordance with this grant guide, samples and checklists provided, as applicable and appropriate for the applicant and project type. Once the grant review committees evaluate, rank, and select the best applications for grant funding, final recommendations are presented to Caltrans management and California State Transportation Agency for approval.

7.3 Past Performance Award Considerations

Previous Caltrans transportation planning grantee performance will be considered during the evaluation process. Applicants with a history of inadequate performance and/or unresolved past grant performance issues may be at a competitive disadvantage in the application review process. Past performance issues could include the following:

- Poor grant project management
- Lack of communication/coordination with Caltrans
- Failure to achieve grant project milestones
- Untimely invoice submittals

- Excessive balances and consistently relinquish transportation funds administered by Caltrans Planning
- Unresolved audit issues or findings
- Overall poor quality of the final grant product
- Failure to satisfy the required State and federal planning requirements including submittal and administration of OWPs, RTPs, and Transportation Improvement Programs

If an agency does not demonstrate adequate performance and timely use of funds, Caltrans may take appropriate actions, which can include denial of extenuating circumstance time extension requests and termination of the grant.

8. APPLICATION AWARD PROCESS

8.1 Award and Non-Award

Successful grant applicants will receive a Conditional Award Letter via email. A list of awarded and non-awarded grants will be posted to the Caltrans Sustainable Transportation Planning Grant Program website.

Caltrans Sustainable Transportation Planning Grant Program Website:

https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/regional-and-community-planning/sustainable-transportation-planning-grants

Conditional Award Teleconferences

Each grantee will receive a Conditional Award Letter that outlines the grant project cost, important expiration and final invoice dates.

Caltrans district staff will schedule individual teleconferences to provide the specific and general conditions of grant acceptance that are necessary to accept grant funding, including any revisions to the grant application, Scope of Work and Cost & Schedule. Conditions may include revisions to the project Scope of Work to bolster public participation, consider land use and housing, and to coordinate with local housing and community development departments and health departments. Awardees are required to submit all supporting materials and a signed agreement or risk forfeiting the grant award.

Non-Award Teleconferences

Unsuccessful grant applicants are encouraged to request a debriefing from Caltrans. Applicants typically receive specific comments from the District/HQ Interagency Review Committee on how to improve applications to re-apply in a future grant cycle. If the application advanced to the second-level review, HQ provides the HQ Interagency Review Committee score, as well as how close the application was relative to the cut-off score for available grant funding. Applicants sometimes apply two or three times before they are successful due to the competitiveness of the grant program.

8.2 Contracting with Caltrans

All awarded grant funds must be under an executed agreement with Caltrans during the State FY 2026-27. The project start date depends on the method of contracting with Caltrans.

MPOs and RTPAs

All MPOs/RTPAs with a current Master Fund Transfer Agreement (MFTA) must have the entire grant award and local match programmed in the FY 2026-27 OWP within 90-days of receiving the signed FY 2025-26 reconciliation letter. Due to the competitiveness of this grant program, failure to program funds may result in forfeiture of grant funds. MPOs/RTPAs should include a place-holder Work Element in the Draft FY 2026-27 OWP and satisfy specific grant conditions before the first FY 2026-27 OWP amendment. MPO/RTPAs can anticipate starting their projects in November 2026, after the OWP amendment is processed and Caltrans issues a formal Notice to Proceed.

Non-MPOs/RTPAs

Grantees that do not have a current MFTA with ORCP (i.e., cities, counties, transit agencies, Native American Tribal Governments), Caltrans will contract directly with the primary grantees through the Restricted Grant Agreement (RGA) process. For grantees that undergo the RGA contracting

process, work may begin as early as November 2026, assuming the grantee has received a fully executed contract and Caltrans district staff send a formal Notice to Proceed which allows grantees to begin work.

Estimated Project Start/Expiration Dates

It is important for applicants to reflect the estimated project start date in the Scope of Work and Cost & Schedule. Project timeline constraints for both methods of contracting with Caltrans are provided below. Grantees must consider these dates when developing the Scope of Work and Cost & Schedule:

Master Fund Transfer Agreement Project Timeline (MPOs/RTPAs Only)	
November 2026	• Anticipated start date
June 30, 2029	• Grant project end/expiration date • Reimbursable work must be completed • Grant extensions are only allowed for extenuating circumstances and may require a formal Overall Work Program (OWP) amendment
August 29, 2029	• All Final Request for Reimbursements must be submitted no later than 60 days after the end of the fiscal year to coincide with the submission of the OWP Final Expenditure Report
Restricted Grant Agreement Project Timeline (Non-MPO/RTPAs)	
November 2026	• Anticipated start date
June 30, 2029	• Grant project end/expiration date • Reimbursable work must be completed • Grant extensions are only allowed for extenuating circumstances and require a formal amendment
August 29, 2029	• Final Request for Reimbursements and final products must be submitted to Caltrans for approval and reimbursement. This allows Caltrans sufficient time to comply with the State Controller's Office payment requirements.

Native American Tribal Governments

Native American Tribal Governments have the following options for contracting with Caltrans:

(1) Contracting with Tribes Directly – The authority Caltrans uses to contract with tribes directly comes from California Streets and Highways Code section 94. **Caltrans no longer requires tribes to provide a limited waiver of sovereign immunity with an RGA unless requested by a tribe.** The RGA boilerplate template for Native American Tribal Governments is available upon request.

(2) Partnering with a Regional Agency – Another mechanism for contracting with Caltrans is to collaborate with an MPO or RTPA with a current MFTA. Caltrans can pass through grant funding to tribes for planning projects where options or time are limited. This option uses the three-part contract, MFTA/OWP/OWPA, and is usually the quickest option to allow planning projects to get started.

(3) Transferring Funds Pursuant to 23 U.S.C. 202(a)(9) – Section 202(a)(9) of title 23, United States Code encourages cooperation between States and Tribes by allowing any funds received from a State, county, or local government to be credited to appropriations available for the Tribal Transportation Program (TTP). One potential source of such funding is funds apportioned or allocated to a State under title 23. Section 104(f)(3) allows the Secretary of Transportation to, at the request of a State, transfer among States, or to FHWA, funds that have been so apportioned or allocated. This provision, used in conjunction with the authority under 23 U.S.C. 209(a)(9), allows State funds to be transferred to FHWA, which in turn would provide the funds to the specified Tribe.

For more information visit the FHWA website.[18]

Caltrans has successfully used the federal Section 202(a)(9) process to transfer Sustainable Communities grant funds to a Native American Tribal Government. In order to use this transfer process, an agreement would need to be in place with FHWA or the Bureau of Indian Affairs, the Tribe, and the State that clearly identifies the project and the roles and responsibilities of all parties. Each interagency fund transfer includes 1) a fund transfer template and 2) an addendum lining out the specifics of the terms. This option requires involvement and approval by Caltrans Legal and the funds must be used for the intended purpose of the awarded Sustainable Communities grant.

[18] Federal Highway Administration, Office of Tribal Transportation , 2020 https://flh.fhwa.dot.gov/programs/ttp/documents/Funds-Transfer-Procedures-Pursuant-to-23-U.S.C.202%28a%29%289%29.pdf

APPENDICES

APPENDIX A. GUIDANCE, TOOLS, AND RESOURCES FOR PREPARING A GRANT APPLICATION

Grant Program Considerations

The Grant Application Guide incorporates guidance from many sources. The following links are provided to assist applicants in preparing a competitive grant application consistent with the grant program, specific objectives, and the Grant Program Considerations:

- Caltrans Strategic Plan
- California Transportation Plan (CTP) 2050
- California Strategic Highway Safety Plan (SHSP) 2020-2024
- Modal Plans that Support the CTP
  - Interregional Transportation Strategic Plan
  - California Freight Mobility Plan
  - California State Rail Plan
  - California State Bicycle and Pedestrian Plan
  - Statewide Transit Strategic Plan
  - California Aviation System Plan
- Title VI and Environmental Justice
- Climate Action Plan for Transportation Infrastructure
- California Climate Adaptation Strategy
- Master Plan for Aging

Caltrans Strategic Plan

The Caltrans Strategic Plan is our guiding document that defines our culture, lays out our top priorities and represents our desired outcomes. It is our roadmap to the future. The tools we use to implement this Plan are performance management, transparency, accountability, sustainability, and innovation. The Plan serves a number of functions including:

- Provides direction for meeting statewide outcomes;
- Provides performance objectives that monitor success: and
- Outlines how Caltrans will lead the way in helping improve the quality of life for all Californians

https://dot.ca.gov/-/media/dot-media/programs/risk-strategic-management/documents/2024-28-caltrans-strategic-plan-final-a11y.pdf

California Transportation Plan 2050

The CTP 2050 is the State's statutorily fiscally unconstrained long-range transportation roadmap for positive change that:

- Provides a unifying and foundational policy framework for making effective, transparent, and transformational transportation decisions in California
- Addresses the varied transportation needs of urban, suburban, rural, and tribal communities
- Emphasizes implementation and identifies a timeline, roles, and responsibilities for each plan recommendation.

The CTP does not contain projects, but policies and strategies required to close the gap between what the RTPs aim to achieve and how much more is required to meet 2050 goals. Competitive applications will discuss how proposed projects will assist in achieving the CTP 2050.

https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/ctp-2050-v3-a11y.pdf

Strategic Highway Safety Plan

California's Strategic Highway Safety Plan (SHSP) is a statewide, comprehensive, data-driven effort to reduce fatalities and serious injuries on public roads. Started in 2005, the SHSP is updated regularly to ensure continued progress and meet changing safety needs. Currently, over 300 safety stakeholders from 80 public and private agencies and organizations work together to implement the plan under the direction of the SHSP Executive Leadership and a 13-member Steering Committee. The SHSP includes behavioral, infrastructure, and technology strategies addressing the "4Es" of safety: engineering, enforcement, education, and emergency services.

https://dot.ca.gov/programs/safety-programs/shsp

Modal Plans that Support the California Transportation Plan

The CTP is the umbrella plan that informs and pulls together the State's long-range modal plans, described below, to envision the future system:

Interregional Transportation Strategic Plan (ITSP)

A Caltrans document that provides guidance for the identification and prioritization of interregional transportation improvements to be funded in the Interregional Transportation Improvement Program (ITIP). The ITSP analyzes the entire interregional transportation system including highways and rail. While the ITSP informs the ITIP, the purpose of the plan is to be a guiding document for all investment in the interregional transportation system regardless of funding source.

https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/corridor-and-system-planning

California Freight Mobility Plan

A statewide, long-range plan for California's freight transportation system. Developed in collaboration with our partners, the California Freight Mobility Plan (CFMP) was developed by the California State Transportation Agency (CalSTA) and Caltrans in consultation with the California Freight Advisory Committee.

https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/strategic-freight-planning

California State Rail Plan

A statewide plan that provides a framework for planning and implementing California's rail network for the next 20 years and beyond. The Rail Plan is a strategic plan with operating and capital investment strategies that will lead to a coordinated, statewide travel system.

https://dot.ca.gov/programs/rail-and-mass-transportation/california-state-rail-plan

California State Bicycle and Pedestrian Plan

"Toward an Active California," California's first statewide plan that lays out the policies and actions that Caltrans and its partner agencies will take to achieve the Department's ambitious statewide goals to double walking and triple bicycling trips by 2020.

https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/f0020350-activeca-final-plan-2017-05-18-a11y.pdf

Statewide Transit Strategic Plan

The plan allows the State to prepare for the expanding landscape of personal mobility choices and the integration of urban and regional transit systems with the California High Speed Rail project. The Statewide Transit Strategic Plan highlights a sustainable transportation system that supports the outcomes of the CTP, the California State Rail Plan, and the California State Bicycle and Pedestrian Plan.

https://dot.ca.gov/programs/rail-and-mass-transportation/statewide-transit-strategic-plan

California Aviation System Plan

A multi-element plan prepared by Caltrans with the goal of developing and preserving the system of publicly owned, public-use airports and to promote the development of a safe, efficient, and sustainable air transportation system that meets the integrated mobility needs of the State of California.

https://dot.ca.gov/programs/aeronautics/california-aviation-system-plan

Title VI and Environmental Justice

Title VI of the U.S. Civil Rights Act prohibits discrimination on the basis of race, color, or national origin in programs or activities receiving federal financial assistance. A similar prohibition applies to recipients of State funds under California Government Code section 11135, which prohibits discrimination on the basis of race, color or national origin, as well as ethnic group identification, religion, age, sex, sexual orientation, genetic information, or disability. Title VI specifically provides the following:

> *No person in the United States shall, on the ground of race, color, national origin, religion, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving financial assistance from the Federal government.*

https://dot.ca.gov/programs/civil-rights/title-vi

The following tools are provided to assist grant applicants with integrating environmental justice in their proposed activities:

EJSCREEN: Environmental Justice Screening and Mapping Tool

EJSCREEN, developed by the United States Environmental Protection Agency, geospatially displays public health and environmental data and allows users to compare local data against state and national averages.

https://www.epa.gov/ejscreen

Environmental Justice Agency Assessment 2020

The California Environmental Justice Alliance completed the fifth Environmental Justice Agency Assessment, the only one in the nation to formally examine how state agencies develop, implement, and monitor environmentally related policies that particularly impact low-income communities and communities of color. The assessments in this report are made in the spirit of holding state agencies and elected officials accountable to the public, and to provide guidance on how they can make their work more equitable.

https://caleja.org/wp-content/uploads/2021/07/CEJA-Agency-Assessment-062021-FINAL-WEB.pdf

Caltrans Transportation Equity Index (EQI)

The EQI is a spatial screening tool designed to identify transportation-based priority populations at the Census block level. The EQI integrates transportation and socioeconomic indicators into three screens. All screens reflect low-income status and tribal land status.

The EQI screens include:

- Transportation-Based Priority Populations: Communities that are most burdened by the transportation system and receive the fewest benefits.
- Traffic Exposure: Communities that are the most burdened through high exposure to traffic and crashes.
- Access to Destinations: Communities that have the greatest gaps in multimodal access to destinations.

https://dot.ca.gov/programs/esta/race-equity/eqi

Climate Action Plan for Transportation Infrastructure

The Climate Action Plan for Transportation Infrastructure (CAPTI) and the subsequent CAPTI 2.0 (published in January 2025) detail how the State recommends investing billions of discretionary transportation dollars annually to aggressively combat and adapt to climate change while supporting public health, safety and equity. CAPTI builds on executive orders signed by Governor Gavin Newsom in 2019 and 2020 targeted at reducing GHG emissions in transportation, which account for more than 40 percent of all emissions, to reach the State's ambitious climate goals.

CAPTI:

https://calsta.ca.gov/-/media/calsta-media/documents/capti-july-2021-a11y.pdf

CAPTI 2.0:

https://calsta.ca.gov/-/media/calsta-media/documents/capti-2025-a11y.pdf

California Climate Adaptation Strategy

The California Climate Adaptation Strategy, mandated by Assembly Bill 1482 (Gordon, 2015), links the State's existing and planned climate adaptation efforts, showing how they fit together to achieve California's six climate resilience priorities. The Strategy is organized around outcome-based priorities, enabling a coordinated, integrated approach to building climate resilience. The Strategy shows how the State's efforts fit together to deliver on six priorities for climate resilience action in California: Strengthen Protections for Climate Vulnerable Communities; Bolster Public Health and Safety to Protect Against Increasing Climate Risks; Make Decisions Based on the Best Available Climate Science; Build a Climate Resilient Economy; Accelerate Nature-Based Climate

Solutions and Strengthen Climate Resilience of Natural Systems; Partner and Collaborate to Leverage Resources.

https://www.climateresilience.ca.gov/

Master Plan for Aging

The Master Plan for Aging is a blueprint for aging across the lifespan and outlines five goals and twenty-three strategies to build a California for All Ages by 2030. It also includes a Data Dashboard for Aging to measure progress and a Local Playbook to drive partnerships that will assist in meeting the goals of the Master Plan.

https://mpa.aging.ca.gov/

Master Plan for Aging Local Playbook:

https://aging.ca.gov/download.ashx?lE0rcNUV0zb5AqXyfgtfvg%3d%3d

Resources to Advance Grant Specific Objectives

Applicants must demonstrate how the project fits every aspect of the Grant Specific Objective, as appropriate for the applicant and project type. The following resources are provided in this section:

- Multimodal System Planning
- Advance Transportation Related GHG Reduction Project Types/Strategies
- Addressing the Needs of Under-Resourced Communities
- Public Health Resources
- Active Community Engagement
- Integrated Housing, Land Use, and Transportation Planning
- Promote the Region's RTP SCS/APS, State Planning Priorities, and Climate Adaptation Goals
- Climate Ready Transportation and Climate Adaptation Planning

Multimodal System Planning

The following guidance documents can be used in the development of proposed corridor plans/studies, freight plans/studies, and other multimodal system planning documents.

Comprehensive Multimodal Corridor Plan Guidelines

The California Transportation Commission developed the Comprehensive Multimodal Corridor Plan Guidelines (plan guidelines) to provide guidance to eligible Solutions for Congested Corridors Program applicants regarding the statutory requirements for comprehensive corridor plans utilized by agencies to apply for funding through the Congested Corridors Program. Applicants proposing to develop a comprehensive corridor plan are encouraged to review the plan guidelines to ensure their application and final product would align with and compete well for the Solutions for Congested Corridors Program.

https://catc.ca.gov/programs/sb1/solutions-for-congested-corridors-program/comprehensive-multimodal-corridor-plan-guidelines

Caltrans Corridor Planning Process Guide

The Caltrans Division of Transportation Planning prepared the Corridor Planning Process Guide (Guide) for use in preparing corridor planning documents. This Guide establishes a comprehensive planning approach through desired protocols and procedures to identify and implement multimodal transportation needs. It is neither intended as nor does it establish, a legal standard for these functions.

https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/system-planning/systemplanning/corridor-planning-process-guide-april-2022-a11y.pdf

Planning for Operations Strategic Work Plan

The Planning for Operations Strategic Work Plan is a statewide framework for multimodal system management planning, aims to identify the specific steps needed to implement multimodal system management planning at Caltrans and prioritize implementation actions.

https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/system-planning/systemplanning/caltrans-p4ops-strategic-work-plan-2018-a11y.pdf

Caltrans Climate Change Emphasis Area Guide for Corridor Planning

Consideration of climate change adaptation and mitigation must be included in the corridor planning process. This guidance was developed to describe how to address climate risk in the context of the Caltrans Corridor Planning Process Guide's 8 steps process.

https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/cc-ea-guide-for-corridor-planning-march2022-a11y.pdf

Climate Adaptation Strategies for Transportation Infrastructure

This educational-only resource describes the types of hazards and/or threats represented by different climate stressors and lists the types of adaptation actions or strategies that could be considered to minimize climate change impacts.

https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/office-of-smart-mobility-and-climate-change/fy23-24-adaptation-strategies-transportation-infrastructure-05102024v2-a11y.pdf

Active Transportation Emphasis Area Guidance

Active Transportation is one of several distinct emphasis areas to be considered in corridor plan analysis. Caltrans Active Transportation guidance has one goal – to provide corridor planners with a framework to assess and analyze the variety of Active Transportation issues that can be addressed in Corridor Plans. As the "Eight Step" process will be required to develop Corridor Plans, this Active Transportation Emphasis Area (EA) Guidance is based upon those eight steps.

https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/active-transportation-complete-streets/20220131active-transportation-emphasis-area-guidance-final-version-v7a11y.pdf

Advance Transportation Related GHG Reduction Project Types/Strategies

CARB 2022 Scoping Plan, Appendix E

The California Air Resources Board (CARB) adopted the *2022 Scoping Plan for Achieving Carbon Neutrality*, to guide how the State develops communities, preserves and protects its landscapes, and ensures that all Californians have equitable access to housing, health care, jobs, and opportunity. Competitive Sustainable Communities grant applications will demonstrate a linkage to this land use vision.

The 2022 Scoping Plan (Appendix E, *Sustainable and Equitable Communities*) also includes information on the need for reducing VMT and outlines a list of potential additional strategies that the State and other responsible parties could pursue to help achieve further VMT reduction, support local and regional actions already underway, and advance multiple additional goals.

While this document is intended to guide State-level actions, many of the strategies can also be implemented at a regional and local level. Sustainable Communities grant applicants are encouraged to explore these strategies and apply them, as appropriate, to proposed planning projects.

CARB 2022 Scoping Plan (all updates and appendices):
https://ww2.arb.ca.gov/our-work/programs/ab-32-climate-change-scoping-plan/2022-scoping-plan-documents

CARB 2022 Scoping Plan, Appendix E:
https://ww2.arb.ca.gov/sites/default/files/2022-11/2022-sp-appendix-e-sustainable-and-equitable-communities.pdf

For current CARB activities and future updates on Scoping Plan efforts, visit:
https://ww2.arb.ca.gov/our-work/programs/ab-32-climate-change-scoping-plan

Senate Bill 375

The Sustainable Communities and Climate Protection Act (SB 375) was signed in 2008. It supports the State's climate goals by helping reduce GHG emissions through coordinated transportation, housing, and land use planning.

Under the Sustainable Communities Act, CARB sets regional targets for GHG emissions reductions from passenger vehicle use. CARB set targets for 2020 and 2035 for each of the 18 MPO regions.

Each of the MPO regions must prepare an SCS/APS, as an integral part of its RTP, that contains land use, housing, and transportation strategies that, if implemented, would allow the region to meet CARB's targets. Once the SCS/APS is adopted by the MPO, CARB must review the adopted SCS/APS to accept or reject the MPO's determination that the SCS/APS, if implemented, would meet the targets.

Sustainable Communities grant applicants, where applicable, should explore their regions SCS/APS, and apply them, as appropriate, to proposed planning projects.

CARB SCS/APS Evaluations: https://ww2.arb.ca.gov/our-work/programs/sustainable-communities-program/regional-plans-evaluations

SB 375: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=200720080SB375

Senate Bill 743

Senate Bill (SB) 743 was signed in 2013, with the intent to "more appropriately balance the needs of congestion management with statewide goals related to infill development, promotion of public health through active transportation, and reduction of GHG emissions." As such, automobile delay or traffic congestion, as measured in level of service, is not considered a significant environmental effect under the California Environmental Quality Act (CEQA). Changes to the CEQA Guidelines were certified in December 2018 and established Vehicle Miles Traveled (VMT) as the most appropriate measure of transportation-related environmental impact. A key element of transportation analysis under the new guidance is forecasting induced vehicular travel, or the change in VMT attributable to a project. Since July 1, 2020, statewide implementation of VMT analysis in CEQA documents is required.

Applicants who wish to pursue model improvements or develop VMT Mitigation Programs using Sustainable Communities Competitive Technical or Formula grants are encouraged to review available materials relating to forecasting induced travel or strategies to mitigate and reduce VMT, including those found on the Caltrans SB 743 implementation website. Refer to the Caltrans Transportation Analysis Framework, the Caltrans Transportation Analysis Under CEQA, and other resources linked on the website for more information.

Example project types include:

- Integration of land use modeling into travel demand models, improving long-term induced travel modeling capability
- Incorporation of impacts to trip-making behaviors as a result of network improvements
- Improved congestion feed-back into existing models, or pre- and post-processing procedures
- Induced travel case studies
- VMT-reducing strategies and programs intended to mitigate for induced travel impacts

SB 743: http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201320140SB743

Caltrans SB 743 Implementation Resources: https://dot.ca.gov/programs/esta/sb-743/resources

Addressing the Needs of Under-Resourced Communities

Caltrans encourages eligible applicants to apply for Sustainable Communities Competitive Grants to address transportation needs and deficiencies in under-resourced communities. Supporting planning projects that benefit a under-resourced community is a priority; therefore, a minimum threshold of 50 percent of Sustainable Communities Competitive Grants has been identified for projects that benefit under-resourced communities, which includes Native American Tribal Governments and rural communities (for transportation planning purposes, rural is defined as all areas of the state that are not included in urbanized areas of 50,000 in population or greater; see map in Appendix C which indicates rural areas). In sum, acceptable under-resourced communities definitions include:

- Rural communities of 50,000 or less and outside of urbanized areas
- Native American Tribal Governments
- Regionally/locally defined under-resourced communities
- At or below 80% Assembly Bill 1550 (Gomez, Chapter 369, Statutes of 2016)
- At or above 75% California Department of Education, Free or Reduced Priced Meals Data
- At or above 75% CalEnviroScreen Version 4.0
- At or below 25% California Healthy Places Index (HPI)

Grant applicants are required to provide a justification in their grant application for how the project area meets the definition of an under-resourced community and a description of how the project will benefit these communities, as well as how these communities will be engaged throughout the project.

The following tools, related to income level, environmental burden, and health inequities, are intended to help applicants identify the most vulnerable places that are facing disproportionate rates of economic, environmental, and health burdens. These tools must be cited in the grant application, as well as how the project area is compared to the statewide thresholds that are established in each tool.

IMPORTANT INFORMATION:

Grant applicants are required to provide a justification in their grant application for how the project area meets the definition of under-resourced communities and a description of how the project will benefit these communities, as well as how these communities will be engaged throughout the project.

Regionally and/or Locally Defined Under-Resourced Communities

Regionally and/or locally defined under-resourced communities may be acceptable as long as statewide thresholds for the tools below are not circumvented. Applicants that use a regional or local definition should also provide data for their project, using the statewide tools below. Caltrans may not accept the regional/local definition if it is inadequately supported in the justification section of the grant application.

Assembly Bill (AB) 1550 (Gomez, Chapter 369, Statutes of 2016)

AB 1550 further enhanced the Greenhouse Gas Reduction Fund statutory requirements to invest a minimum of twenty-five percent in under-resourced communities and another ten percent in low-income households or communities. AB 1550 provides definitions for low-income households and low-income communities that may be considered in application development:

(1) "Low-income households" are those with household incomes at or below 80 percent of the statewide median income or with household incomes at or below the threshold designated as low income by HCD's list of state income limits adopted pursuant to Section 50093.

(2) "Low-income communities" are census tracts with median household incomes at or below 80 percent of the statewide median income or with median household incomes at or below the threshold designated as low income by HCD's list of state income limits adopted pursuant to Section 50093.

AB 1550: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160AB1550

California Department of Education, Free or Reduced Priced Meals (FRMP) Data

The California Department of Education maintains the complete data files pertaining to students who are eligible for FRMP. FRPM data are collected annually and can also be used to assist Sustainable Communities applicants to define their under-resourced community. Per SB 99 (Chapter 359, Statutes of 2013), the State's Active Transportation Program disadvantaged community's definition includes low-income schools, where at least 75 percent of students are eligible to receive free or reduced meals under the National School Lunch Program.

FRMP data files: https://www.cde.ca.gov/ds/sd/sd/filessp.asp

SB 99: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201320140SB99

CalEnviroScreen Version 4.0

CalEnviroScreen is a screening methodology that can be used to help identify California communities that are disproportionately burdened by multiple sources of pollution. CalEnviroScreen uses environmental, health, and socioeconomic information to produce a numerical score for each census tract in the state. For purposes of SB 535 (De León, Statutes of 2012), disadvantaged communities are defined as the top 25 percent scoring areas from CalEnviroScreen along with other areas with high amounts of pollution and vulnerable populations.

https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-40

California Healthy Places Index (HPI)

HPI is an interactive data and mapping tool that provides a detailed snapshot of the social determinants of health across California, mapped down to the Census tract level. HPI provides comparison rankings of Census tracts statewide and an accompanying policy action guide. Therefore, the HPI can be a useful tool in prioritizing areas with high levels of social and economic disadvantage for funding, policy, and planning interventions. HPI was developed by the Public Health Alliance of Southern California in collaboration with health departments and data experts across the state. Because HPI focuses on the social and environmental conditions that contribute to health, policy makers and local agencies can use it to identify actionable policies that would improve health in their community, such as improving transportation access, housing affordability and quality, or access to parks and open space, HPI also incorporates "decision support layers" that can be overlaid to show additional indicators such as the California Department of Public Health's (CDPH) climate change and health vulnerability indicators (see Appendix A, *Public Health Resources*, **CDPH Climate Change and Health Vulnerability Indicators** for more information.).



https://healthyplacesindex.org/

Understanding the HPI Score

HPI includes a composite score for each Census tract in the state. The higher the score, the healthier the community conditions. Each Census tract's score is converted to a percentile, which allows it to be compared to other California Census tracts. For example, an HPI percentile of 79 indicates that a Census tract has healthier community conditions than 79 percent of the Census tracts in California. HPI percentile rankings are further broken into quartiles, with percentiles below 25 typically used to indicate disadvantaged communities. Thus, lower scores can be used to demonstrate a community, or project/service area, is under-resourced for purposes of qualifying for the minimum threshold of 50 percent for under-resourced communities in this program.

In addition to the composite score and percentile ranking, applicants can review the individual domain scores or indicators themselves and explain how their project will improve one or more of

these public health challenges. The numeric value and percentile ranking for these component indicators can be found either by using the live map or by accessing the data directly. See the following table for HPI examples.

These HPI tools can be accessed at:

Live Map: https://map.healthyplacesindex.org/

HPI Learning Center: https://www.healthyplacesindex.org/learning-center

HPI Examples		
Indicator	**HDI Percentile**	**How will the project improve this health challenge?**
Policy Action Area (Composite) Scores		
Neighborhood	Percentile ranking of all neighborhood-related indicators	Demonstrate how this plan will address health and transportation challenges related to neighborhood indicators (park access, supermarket access, retail density, alcohol availability and tree canopy)
Transportation	Percentile ranking of all transportation indicators	Demonstrate how this plan will address health and transportation challenges related automobile access and active commuting
Individual Indicators		
Automobile Access	XX percent	Describe how plan will increase and improve transportation access to vital destinations, goods and services for those without auto access.
Active Commuting	XX percent	Describe how the plan will improve transportation options for those without a car, specifically regarding active commuting by foot, bike, and transit in the project area.
Park Access	XX percent	Demonstrate how project will improve transportation access to parks/ open space.

For more information on HPI, including how to calculate a score for your project area and suggested project types for improving public health, visit https://healthyplacesindex.org/.

Senate Bill 1000 (Leyva, Chapter 587, Statutes of 2016)

SB 1000 requires local jurisdictions to develop environmental justice elements in their next General Plan updates. Specifically, the environmental justice element, or the environmental justice goals, policies, and objectives in other elements, must be adopted or reviewed upon the adoption or next revision of 2 or more elements concurrently on or after January 1, 2018. Grant applicants are encouraged to describe efforts to comply with this new general plan requirement.

https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB1000

California Environmental Justice Alliance SB 1000 Toolkit

The California Environmental Justice Alliance SB 1000 Toolkit may help applicants describe their efforts to include the Environmental Justice element in their general plan updates.

https://caleja.org/2017/09/sb-1000-toolkit-release/

Governor's Office of Planning and Research (OPR) General Plan Guidelines Senate Bill 1000 Technical Advisory

The OPR General Plan Guidelines for Senate Bill 1000 provides guidance for determining whether an Environmental Justice element or equivalent is required in a local jurisdiction, including identifying the location of disadvantaged communities (as defined in Gov. Code, § 65302, subdivision (h)(4)(A))[19] as well as the nature of their environmental burdens, health risks, and needs. It also provides guidance for community engagement when addressing Environmental Justice disadvantaged communities; and goals, policies, and programs that address the unique and compounded health risks in disadvantaged communities and prioritize improvements and programs that meet the needs of disadvantaged communities.

https://opr.ca.gov/docs/20200706-GPG_Chapter_4_EJ.pdf

Displacement/Gentrification

Transportation improvements, especially new rail lines and stations to low-income communities, can increase access to opportunities. But they can also result in much higher property values and an increase in the cost of owning and renting property, inadvertently displacing existing residents and businesses. Being forced to leave a home is a stressful, costly and traumatic life event, especially when affordable housing is so limited. There is a growing recognition of tools and strategies that can be implemented alongside community investments to reduce displacement.

Grant applicants are encouraged to reference the *2024 RTP Guidelines, Appendices E and G,* for best practices in addressing displacement of low income and under-resourced communities.

Transformative Climate Communities Program

The State's Transformative Climate Communities Program provides a framework for applicants to avoid displacement and may assist Sustainable Communities grant applicants in addressing displacement.

https://sgc.ca.gov/meetings/council/2022/docs/20220428-Item5a_TCC_Guidelines_Round%204_Technical%20Amendment_Clean.pdf

Implementing Senate Bill 350 (De Leon, Chapter 547, Statues of 2015) and Community Needs Assessments

Caltrans supports implementation of SB 350, the Clean Energy and Pollution Reduction Act of 2015, which establishes the State priority to reduce GHG emissions through the promotion of various clean energy policies, including widespread transportation electrification, for the benefit of all Californians. Transforming the State's transportation sector to support widespread electrification requires increasing access for all Californians, including low-income residents and those living in under-resourced communities, across a broad spectrum of clean transportation and mobility options to address community specific transportation needs. Caltrans is leading efforts to identify low-income residents and under-resourced communities' transportation and mobility needs through ongoing and potential future statewide planning processes.

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19 https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=1.&title=7.&part=&chapter=3.&article=5.

In support of this State goal, Sustainable Communities applicants are encouraged to conduct local Community Needs Assessments of low-income resident and under-resourced communities' transportation and mobility needs to ensure feedback is incorporated in transportation planning. Community Needs Assessments include an evaluation of the following categories of transportation barriers and opportunities at the community level: (1) Access and Reliability; (2) Convenience; (3) Safety; (4) Demographic Characteristics and Community Setting; and, (5) Planning, Infrastructure and Investments.

SB 350: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB350

Final Guidance Document, Low-Income Barriers Study, Part B: Overcoming Barriers to Clean Transportation Access for Low-Income Residents

In February 2018, the California Air Resources Board released the Final Guidance Document, *Low-Income Barriers Study, Part B: Overcoming Barriers to Clean Transportation Access for Low-Income Residents*. This Guidance Document provides background for SB 350 and may assist Sustainable Communities applicants with developing Community Needs Assessments as a standalone project or as part of a proposed project.

https://ww2.arb.ca.gov/resources/documents/carb-barriers-report-final-guidance-document

Public Health Resources

The following tools can be used to further describe the community's climate change and health vulnerability, and other needs, including helping to create qualitative descriptions of existing community health risks and vulnerabilities and how the proposal will address them.

Community Health Needs Assessments

Community Health Needs Assessments (CHNA) and implementation strategies are regularly conducted by county public health departments and are newly required of tax-exempt hospitals as a result of the Patient Protection and Affordable Care Act. These assessments and strategies create an important opportunity to improve the health of communities. They ensure that hospitals have the information they need to provide community benefits that meet the needs of their communities. They also provide an opportunity to improve coordination of hospital community benefits with other efforts to improve community health. By federal statute, the CHNAs must take into account input from "persons who represent the broad interests of the community served by the hospital facility, including those with special knowledge of or expertise in public health." To avoid duplicative efforts, grant applicants are encouraged to contact and coordinate with local health departments/non-profit hospitals to take advantage of information that may have been collected as part of CHNA efforts, such as low-income resident and under-resourced communities' transportation and mobility needs. It is important for grant applicants to connect with these public health entities for both partnership building on transportation needs for under-resourced communities, but also to not over-burden those communities with multiple assessments or efforts asking similar questions.

CDPH Climate Change and Health Vulnerability Indicators (CCHVIs)

CDPH developed the Climate Change and Health Vulnerability indicators, narratives, and data to provide local health departments and partners the tools to better understand the people and places in their jurisdictions that are more susceptible to adverse health impacts associated with climate change, specifically extreme heat, wildfire, sea level rise, drought, and poor air quality.

The assessment data can be used to screen and prioritize where to focus deeper analysis and plan for public health actions to increase resilience.

The CCHVIs can be viewed on "CCHVIz", CDPH's interactive data visualization platform: https://discovery.cdph.ca.gov/ohe/CCHVIz/. The CCHVIs have also been incorporated into the HPI as decision support layers, to better integrate addressing health outcomes associated with climate change and various social determinants of health. See above for more information on the HPI.

https://www.cdph.ca.gov/Programs/OHE/Pages/CC-Health-Vulnerability-Indicators.aspx

CDPH Climate Change and Health Profile Reports (CHPRs)

The CDPH CHPRs are designed to help counties in California prepare for the health impacts related to climate change through adaptation planning. The reports present projections for county and regional climate impacts, the climate-related health risks, and local populations that could be vulnerable to climate effects. The information is based on available science compiled from previously published, State-sponsored research and plans.

https://www.cdph.ca.gov/Programs/OHE/Pages/ClimateHealthProfileReports.aspx

CDPH Healthy Communities Data and Indicators Project (HCI)

The goal of the HCI is to enhance public health by providing a standardized set of statistical measures, data, and tools that a broad array of sectors can use for planning healthy communities and evaluating the impact of plans, projects, policy, and environmental changes on community health. The Healthy Community Framework identifies 20 key attributes (i.e., "aspirational goals", such as "Safe, sustainable, and affordable transportation options" or "Access to affordable and safe opportunities for physical activity") of a healthy community through all stages of life, clustered in five broad categories (i.e., "domains", such as "Meets the Basic Needs of All" or "Quality and Sustainability of Environment"). HCI data indicators, narratives, and visualizations are found here.

https://www.cdph.ca.gov/Programs/OHE/Pages/HCI-Search.aspx

Integrated Transport and Health Impact Model (ITHIM)

The California version of ITHIM is a planning tool that answers the question of "How much benefit or harm to human health can we expect by changing the mix of active and motorized travel across a county, region, or the entire State of California?" ITHIM contrasts one travel pattern that serves as a reference with an alternative that has a different profile of fine particulate air pollution from vehicle exhaust, physical activity from walking and cycling, and injuries from traffic collisions. ITHIM calculates the change in deaths, years of life shortening and disability, and costs due to these changes in air pollution, physical activity, and traffic injuries. Grant applicants are encouraged to reference and utilize ITHIM to assess the health impacts their projects and programs.

https://skylab.cdph.ca.gov/HealthyMobilityOptionTool-ITHIM/

Health In All Policies (HiAP) Approach

The HiAP initiative is a collaborative approach designed to improve the health of Californians by incorporating health, equity, and sustainability considerations into policymaking across sectors. The approach recognizes that chronic illness, climate change, health inequities, and increasing health care costs are interrelated and influenced by policies, programs, and investments across sectors. The initiative provides access to tools, resources and journal articles highlighting Health in All Policies approaches, techniques, and concepts from California and beyond.

https://www.cdph.ca.gov/Programs/OHE/Pages/HIAP.aspx

Active Community Engagement

Sustainable Communities Competitive Grant applications must include an explanation of how local residents and community-based organizations will be meaningfully engaged in developing the final product, especially those from under-resourced and low-income communities, and how the final product will address community-identified needs. Applicants are encouraged to implement, as applicable and appropriate the tips, best practices, and tools listed below:

Community Engagement Best Practices

- Refer to the following case studies that meaningfully demonstrate the expectations of equitable community engagement:
  - The community driven Carsharing and Mobility Hubs in Affordable Housing Pilots[20] offer a strong example of equitable community engagement. The equity-based project incorporated community input from start to finish through community partnership building.
  - The Mobility Equity Framework[21] should be used to assess and compare multimodal transportation options and centers community needs and shifts decision making power to the public. For successful implementation examples, refer to: (1) California Air Resources Board (CARB) Clean Mobility Options Program[22], (2) City of Portland, Oregon, Pricing Options for Equitable Mobility Project[23], and North Carolina's Transit Equity Campaign[24].
- Refer to Greenlining Institute's Six Standards for Equitable Investment[25] to implement qualitative measures of equity. These standards feature a list of approaches, ranging from the minimum to transformative approach, depending on how much time, resources, and effort are generally required because equity approaches differ in each community context and conditions.
- Refer to Greenlining Institute's Making Equity Real in Mobility[26], a toolkit of clear strategies and best practices to put equity in action

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[20] Carsharing and Mobility Hubs in Affordable Housing Pilots: https://greenlining.org/publications/reports/2021/clean-mobility-transportation-equity-report/

[21] Mobility Equity Framework: https://greenlining.org/publications/2018/mobility-equity-framework/

[22] CARB Clean Mobility Options Program: https://cleanmobilityoptions.org/about/

[23] Portland, Oregon, Pricing Options for Equitable Mobility Project: https://www.portland.gov/transportation/planning/pricing-options-equitable-mobility-poem

[24] North Carolina Transit Equity Campaign: https://bikedurham.org/transit

[25] Greenlining Institute's Six Standards for Equitable Investment: https://greenlining.org/wp-content/uploads/2021/03/Clean-Mobility-Equity-A-Playbook-Greenlining-Report-2021.pdf

[26] Greenlining Institute's Making Equity Real in Mobility: https://greenlining.org/wp-content/uploads/2019/08/Toolkit_Making-Equity-Real-in-Mobility-Pilot-Projects_Final-1.pdf

- Clarify the type of engagement will be utilized, as seen in the Public Participation Spectrum[27]. Agencies and communities need to understand where engagement level falls from the "inform" to "empower" model.
- Utilize a Participatory Budgeting (PB) planning process, as appropriate. PB is a democratic approach to public spending that meaningfully and deeply engages people in government and the community. During PB, community members democratically decide how to spend part of a public budget, enabling them to make the fiscal decisions that affect their lives and the health of their communities.
- Seek existing community-based organizations or agencies that organize vulnerable populations, to be able to reach out and form collaborative relationships.
- Involve local health departments which can assist in reaching community-based organizations and under-resourced and vulnerable community members.
- Collaborate with under-resourced, vulnerable, and tribal communities to design and implement programs, plans and policies. Robust engagement of under-resourced and vulnerable communities in significant agency decisions brings about better decisions through increased input from different perspectives, increases buy-in and acceptance of decisions and support for their implementation.
- Make opportunities for input accessible in terms of formats (pop-up workshops, temporary built-environment demonstrations, online, in public meetings, one on one, by mail, etc.), venues (at school and community events, community centers, libraries, transit hubs, etc.), hours (evening or weekend), and language (accessible to lay people and translated into the principal languages of the relevant communities, including accessible media such as caption videos).
- Develop a written collaboration agreement or memorandum of understanding that defines respective roles, expectations, desired outcomes, and agreements for how to work together.
- Establish an advisory group of representatives of vulnerable communities, including community leaders and give them worthwhile roles to design the public engagement process, so that community capacity is built during the collaboration process.
- Conduct targeted outreach to community groups representing special needs populations, under-resourced communities, and a variety of socio-economic groups through various methods.
- Use a variety of outreach methods to optimize participation, such as creating and marketing user-friendly survey websites for public feedback, conducting surveys in multiple languages to collect input on local citizens' priorities, and carrying out meetings at accessible times and meeting locations (e.g., using community group buildings, hosting pop-up workshops at public venues, etc.).
- Have material available in multiple languages when requested. Have translator available during workshops, public meetings, and events.

Note: The applicant should increase efforts beyond basic public noticing and public hearings. Options for demonstrating additional public outreach could include, but not limited to all the above.

[27] Public Participation Spectrum: https://sustainingcommunity.wordpress.com/2017/02/14/spectrum-of-public-participation/

Additional Public Engagement Best Practices and Strategies

Applicants will need to consider how to conduct public outreach and engagement that allows for both in-person and virtual options. Below are some resources to help applicants evaluate and develop the best strategy for public engagement.

- **Caltrans Planning Horizons, "Digital Public Engagement and Transportation: Getting It Right – Theory, Techniques and Best Practices.":** Digital engagement can greatly increase the reach of public education and involvement; many public agencies have been surprised by the positive results and substantial increase in participants.

  https://youtu.be/85t9ibR2U7Q

- **The Great Pivot - Public Engagement in the Wake of COVID-19:** Celia McAdam and Natalie Porter of AIM Consulting hosted a WTS seminar where they provided examples and strategies for public outreach, including diverse and under-resourced communities, during the COVID-19 pandemic.

  https://youtu.be/k2dPVqhlwvc

- **Digital Environmental Engagement Resource Catalogue:** The California Natural Resources Agency and the California Environmental Protection Agency developed a resource catalogue of online sessions on community engagement and equity. This resource catalogue comes from the "Online Environmental Engagement: Building Our Skills Together" conference. From June 2nd to 4th 2020, forty-nine panelists and approximately 1,500 registrants from California and across the nation gathered together online to discuss their successes, challenges and practical tips for online environmental engagement.

  https://resources.ca.gov/Outreach/Digital-Environmental-Engagement-Resource-Catalogue

- **Tips ad Tools to Engage Your Community in a Digital Environment:** Ensuring inclusive public participation is more challenging than ever because of physical distancing requirements, the digital divide, language access challenges and technology learning curves. With those challenges in mind, ILG offered a helpful webinar in July 2020, that featured innovative strategies for using high-tech and low-tech virtual platforms to engage residents on a variety of topics without meeting face-to face.

  https://www.ca-ilg.org/digitalengagement

- **Broadening Participation Using Online Engagement Tools:** This document provides examples and guidance to local governments interested in enhancing public participation outcomes with online engagement tools.

  https://www.ca-ilg.org/sites/main/files/file-attachments/broadening_participation_via_online_tools_final_draft_1.pdf

- **The Guide to Remote Community Engagement:** A collection of resources designed to support cities that wish to create and maintain strong, institutionalized practices of community engagement during periods of remote working and in an increasingly digital world. Refer to the article, *5 Methods for Non-Internet Based Remote Community Engagement*, for ideas on how to supplement traditional online public engagement efforts to be inclusive of residents lacking high-speed broadband internet access.

  https://medium.com/the-guide-to-remote-community-engagement

- **Virtual Public Involvement:** The U.S. Department of Transportation, Federal Highway Administration, developed this innovation spotlight to provide an overview of virtual public involvement tools that enhance and broaden the reach of public engagement efforts by

making participation more convenient, affordable, and enjoyable for greater numbers of people.

https://www.fhwa.dot.gov/planning/public_involvement/vpi/

- **Designing Parks Using Community-Based Planning:** This document inspires meaningful community engagement for future public projects. It shares methods learned through California's Statewide Park Development and Community Revitalization Program. These methods have been proven effective in urban, rural, and suburban settings.

  https://www.parksforcalifornia.org/planning_guide

Integrated Housing, Land Use, and Transportation Planning

Development patterns directly impact GHG emissions, including those from transportation between jobs, services, and housing. Improved coordination between housing and transportation can reduce commute times, increase transit ridership, lower vehicle miles traveled, lower pollution and GHG, provide greater economic opportunity, and other positive outcomes.

Housing Element Compliance

To support planning for housing California's growing population, HCD reviews each local government's housing element of its general plan.

- The housing element must plan to meet the local government's existing and regional housing needs allocation and quantify and analyze the specific needs and resources available to address the housing needs.
- A housing element can also provide a mechanism to adopt efficient land-use strategies, including those that address climate change and reduce vehicle miles traveled. For example, strategies could include the promotion of affordable higher density, infill development, mixed-use development, or transit-oriented development near transit stations or transit corridors.
- Local governments are required to annually submit progress reports on the implementation of the housing element and provide a detail of production toward their projected housing needs.

For more information on:

- Housing element requirements, see the HCD Building Blocks website at https://www.hcd.ca.gov/planning-and-community-development/housing-elements/building-blocks
- Adopted housing element requirements, see the "Housing Element Process" section at https://www.hcd.ca.gov/planning-and-community-development/housing-elements
- A local government's housing element compliance, see https://www.hcd.ca.gov/planning-and-community-development/housing-open-data-tools/housing-element-review-and-compliance-report
- Annual Progress Reports, see https://www.hcd.ca.gov/planning-and-community-development/annual-progress-reports

Prohousing Designation Program

The State 2019-20 Budget Act, Assembly Bill 101 enacted the Prohousing Designation Program (Program), which enables HCD to designate local jurisdictions as Prohousing when they demonstrate policies and planning that accelerate the production of housing. To receive the

Prohousing Designation, local jurisdictions must meet basic threshold requirements related to compliance with the Housing Element Law and other State housing laws and demonstrate actions worth at least 30 points spread across each of four categories of Prohousing policies: favorable zoning and land use, acceleration of housing production timeframes, reduction of construction and development costs, and providing financial subsidies. The benefit to local jurisdictions receiving the Prohousing Designation includes being given an advantage such as priority processing or additional points when applying for several competitive funding programs, including:

- Affordable Housing and Sustainable Communities
- Infill Infrastructure Grant
- Transformative Climate Communities
- Transit and Intercity Rail Capital Program

VMT reducing policies and the Prohousing Enhancement Factors below help indicate that a project is within a jurisdiction supporting integrated housing, land use, and transportation planning. These policies show that a jurisdiction further supports State housing priorities in promoting affordable housing, reducing development barriers, and reducing vehicle miles travelled.

Prohousing Enhancement Factors include policies that:

- Represent one element of a unified, multi-faceted strategy to promote multiple planning objectives, such as efficient land use, access to public transportation, affordable housing, climate change solutions, and/or hazard mitigation.
- Promote development consistent with the State planning priorities pursuant to Government Code section 65041.1.
- Go beyond State law requirements in reducing displacement of lower income households and conserving existing housing stock that is affordable to lower income households.
- Rezoning and other policies that support high-density development in Location Efficient Communities.

VMT reducing policies may include projects located in jurisdictions that are/have:

- Permitting missing middle housing uses (e.g., triplexes and fourplexes) by right in existing low-density, single-family residential zones.
- With density bonus programs which exceed statutory requirements by 10 percent or more.
- Increasing allowable density in low-density, single-family residential areas beyond the requirements of State Accessory Dwelling Unit law (e.g., permitting more than one ADU or JADU per single-family lot). These policies shall be separate from any qualifying policies under category (ii) above.
- Reducing or eliminating parking requirements for residential development as authorized by Government Code sections 65852.2; adopting vehicular parking ratios that are less than the relevant ratio thresholds at subparagraphs (A), (B), and (C) of Government Code section 65915, subdivision (p)(1); or adopting maximum parking requirements at or less than ratios pursuant to Government Code section 65915, subdivision (p).
- Zoning to allow for residential or mixed uses in one or more non-residential zones (e.g., commercial, light industrial). Qualifying non-residential zones do not include open space or substantially similar zones.
- Modifying development standards and other applicable zoning provisions to promote greater development intensity. Potential areas of focus include floor area ratio; height limits; minimum lot or unit sizes; setbacks; and allowable dwelling units per acre. These policies must be separate from any qualifying policies under Category (ii) above.
- Adopted a Nondiscretionary Local Approval Process for residential and mixed-use development in all zones permitting multifamily housing, established a Workforce Housing

Opportunity Zone, as defined in Government Code section 65620, or a housing sustainability district, as defined in Government Code section 66200.

- Zoning more sites for residential development or zoning sites at higher densities than is required to accommodate 150 percent of the minimum regional housing need allocation for the Lower-Income allocation in the current housing element cycle.
- Priority permit processing or reduced plan check times for Accessory Dwelling Units (ADUs)/Junior Accessory Dwelling Units (JADUs), multifamily housing, or homes affordable to Lower- or Moderate-Income households.
- Adopted ordinances or implemented other mechanisms that result in less restrictive requirements than Government Code sections 65852.2 and 65852.22 to reduce barriers for property owners to create ADUs/JADUs. Examples of qualifying policies include, but are not limited to, development standards improvements, permit processing improvements, dedicated ADU/JADU staff, technical assistance programs, and pre-approved ADU/JADU design packages.
- Measures that reduce costs for transportation-related infrastructure or programs that encourage active modes of transportation or other alternatives to automobiles. Qualifying policies include, but are not limited to, publicly funded programs to expand sidewalks or protect bike/micro-mobility lanes; creation of on-street parking for bikes; transit-related improvements; or establishment of carshare programs.
- Established pre-approved or prototype plans for missing middle housing types (e.g., triplexes and fourplexes) in low-density, single-family residential areas.
- Documented practice of streamlining housing development at the project level, such as by enabling a by-right approval process or by utilizing statutory and categorical exemptions as authorized by applicable law (Pub. Resources Code, sections 21155.1, 21155.4, 21159.24, 21159.25; Gov. Code, section 65457; Cal Code Regs., tit. 14, sections 15303, 15332; Pub. Resources Code, sections 21094.5, 21099, 21155.2, 21159.28).
- Policies that represent one element of a unified, multi-faceted strategy to promote multiple planning objectives, such as efficient land use, access to public transportation, affordable housing, climate change solutions, and/or hazard mitigation.
- Policies that promote development consistent with the State planning priorities pursuant to Government Code section 65041.1.
- Rezoning and other policies that support high-density development in Location Efficient Communities.

For more information on the Prohousing Designation Program, email HCD at ProhousingPolicies@hcd.ca.gov or visit the following HCD websites:

Program Website

https://www.hcd.ca.gov/planning-and-community-development/prohousing-designation-program

Prohousing Designation Application Status List

https://www.hcd.ca.gov/sites/default/files/docs/planning-and-community/Prohousing-Public-Application-Tracker.xlsx

Prohousing Designation Program FAQs

hcd.ca.gov/community-development/prohousing/docs/ProhousingFAQ.pdf

Promote the Region's RTP SCS/APS, State Planning Priorities, and Climate Adaptation Goals

SB 1 - The Road Repair and Accountability Act of 2017 (Beall, Chapter 5, Statutes of 2017)

The intent of additional Sustainable Communities grant funding, pursuant to SB 1 - The Road Repair and Accountability Act of 2017, is to encourage local and regional planning that furthers State goals, including but not limited to, the goals and best practices cited in the RTP Guidelines. Competitive applications will incorporate these cutting-edge planning practices into their proposed planning projects.

SB 1: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180SB1

2024 RTP Guidelines (Appendix E, Page 228; Appendix G, Page 260)

The California Transportation Commission adopted the 2024 RTP Guidelines for RTPAs and 2024 RTP Guidelines for MPOs which includes Appendix E – Promoting Health and Health Equity in MPO RTPs and Appendix G – Planning Practice Examples. These appendices highlight planning practices that are undertaken by large, medium, and small MPOs in both rural and urban areas throughout the state.

https://catc.ca.gov/-/media/ctc-media/documents/programs/transportation-planning/adopted-2024-rtp-guidelines-for-mpos.pdf

SB 375 (Steinberg, Chapter 728, Statutes of 2008)

Caltrans supports SB 375 RTP SCS/APS efforts. Successful applications must be compatible with an existing adopted SCS/APS, where applicable, that meets the region's GHG targets, and must strongly support and aim to implement regional SCS/APS efforts. The SCS/APS planning process is intended to help communities reduce transportation related GHG emissions, coordinate land use and transportation planning, and assist local and regional governments in creating sustainable communities for residents throughout the state.

Although most rural areas of the state are not subject to SB 375 SCS/APS requirements, Caltrans still promotes the development of sustainable communities in these areas of the state and efforts to match GHG reduction targets and other goals embodied in SCS/APSs under SB 375. Eligible rural agencies are strongly encouraged to apply for Sustainable Communities Competitive Grants.

Information on SB 375-related planning efforts:

https://ww2.arb.ca.gov/our-work/topics/sustainable-communities

SB 375: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=200720080SB375

Complete Streets and Smart Mobility Framework

In recognition that walking, biking, transit, and passenger rail are integral to our vision of delivering a brighter future for all through a world-class transportation network, Caltrans also supports Complete Streets and the Smart Mobility Framework (SMF). In locations with current and/or future pedestrian, bicycle, or transit needs, Caltrans encourages applicants to consider the tools and techniques contained in the SMF as well as typical components of Complete Streets. Specifically, this might include how the project addresses components of community design, regional accessibility, place types, and priority activities to achieve smart mobility outcomes, community

transition, and associated multimodal performance measures for the appropriate context of the problem. Information on these efforts can be found at:

Complete Streets

https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/complete-streets

Smart Mobility Framework

https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/active-transportation-and-complete-streets/smart-mobility-framework

Climate Ready Transportation and Climate Adaptation Planning

Through the Grant Program, Caltrans supports the State's broader efforts to help ensure our transportation infrastructure is climate-ready. In order to prioritize these investments, Governor Gavin Newsom signed Executive Order (EO) N-19-19 on September 20, 2019, to redouble the State's "efforts to reduce GHG emissions and mitigate the impacts of climate change while building a sustainable, inclusive economy." The EO lists California's ambitious and essential climate goals to transition to a healthier, more sustainable, and more inclusive economy, including:

- Reducing GHG emissions 40 percent below 1990 levels by 2030
- Providing 100 percent of the State's electricity from clean energy sources by 2045
- Reducing methane emissions and hydrofluorocarbon gases by 40 percent
- Adding five million zero-emission vehicles to the State's roads by 2030

To help achieve these goals, the EO directs the California State Transportation Agency to leverage over $5 billion in annual state transportation spending toward transportation construction, operations, and maintenance to lower fuel consumption and GHG emissions from transportation. This includes strategies for lowering vehicle miles traveled, such as supporting housing development near available jobs, and supporting active modes of transportation such as biking and walking that also benefit public health. The EO specifically requires that the State Transportation Agency also work to mitigate increased transportation costs for low-income communities.

https://www.gov.ca.gov/wp-content/uploads/2019/09/9.20.19-Climate-EO-N-19-19.pdf

Integrated Climate Adaptation and Resiliency Program

Senate Bill 246 (Wieckowski, Chapter 606, Statutes of 2015) established the Integrated Climate Adaptation and Resiliency Program (ICARP) within the Governor's Office of Planning and Research to coordinate regional and local efforts with State climate adaptation strategies (Public Resources Code Section 71354). Grant applicants may refer to the ICARP website to explore the State Adaptation Clearinghouse, a centralized source of information and resources to assist decision makers at the state, regional, and local levels when planning for and implementing climate adaptation projects to promote resiliency across California. Caltrans is coordinating with ICARP staff on the OPR Climate Adaptation Planning Grant Program.

ICARP Website: https://opr.ca.gov/climate/icarp/

SB 246: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB246

Adaptation Planning Grants: https://www.opr.ca.gov/climate/icarp/grants/adaptation-planning-grant.html

California Adaptation Clearinghouse

The Adaptation Clearinghouse serves as a centralized source of information that provides the resources necessary to guide decision makers at the state, regional, and local levels when planning for and implementing climate adaptation projects to promote resiliency to climate change in California.

https://resilientca.org/

ResilientCA Adaptation Planning Map (RAP-Map)

ICARP – supported through the Governor's Office of Planning & Research – contains a statewide inventory of local government adaptation and resiliency planning efforts. It is an open data tool, to inventory local government climate risk, adaptation, and resiliency planning efforts across the state and track progress towards statewide adaptation planning goals.

https://resilientca.org/rap-map/

State Guidance for Adaptation Planning

2017 General Plan Guidelines, Safety Element (Ch. 4)

The General Plan Guidelines set out each statutory requirement in detail, provides OPR recommended policy language, and includes online links to city and county general plans that have adopted similar policies. The guidelines include information on how to consider climate change during general plan development/updates. In accordance with Senate Bill 379, general plans must address climate adaptation and resilience within the Safety element. Local governments are required to include a climate change vulnerability assessment, measures to address vulnerabilities, and a comprehensive hazard mitigation and emergency response strategy.

https://opr.ca.gov/docs/OPR_COMPLETE_7.31.17.pdf

Climate Data Sources and Adaptation Plans

Cal-Adapt

Cal-Adapt is the repository for State-endorsed climate change projections, developed through the State's Climate Change Assessment efforts. Cal-Adapt offers free public access to peer-reviewed data that show climate change impacts on state infrastructure, communities, and natural resources. Find tools, data, and resources to conduct research, develop adaptation plans and build applications.

https://cal-adapt.org/

Climate Action Plans

Many California cities and counties are developing Climate Action Plans to reduce their GHG emissions. Agencies may have existing plans that include strategies or insight on potential approaches to implementing climate change considerations on the transportation network. CARB has created a webmap that can be used to identify plans created, GHG inventory information, GHG reduction targets, local strategies planned to meet these targets, and more. The second website provides a host of resources, including example Climate Action Plans and templates. This information can also be found on the Adaptation Clearinghouse.

https://webmaps.arb.ca.gov/capmap/
http://www.ca-ilg.org/climate-action-plans

California Sustainable Freight Action Plan

In July 2015, Governor Edmund G. Brown Jr. issued Executive Order B-32-15, which provides a vision for California's transition to a more efficient transport system. This transition of California's freight transport system is essential to supporting the State's economic development in coming decades while reducing harmful pollution affecting many California communities. As a key first step, the Governor's Executive Order directs the California State Transportation Agency, California Environmental Protection Agency, Natural Resources Agency, California Air Resources Board, California Department of Transportation, California Energy Commission, and Governor's Office of Business and Economic Development to develop a California Sustainable Freight Action Plan (Action Plan), by July 2016. This Action Plan is an unprecedented effort, intended to integrate investments, policies, and programs across several state agencies to help realize a singular vision for California's freight transport system. The Action Plan provides a recommendation on a high-level vision and broad direction to the Governor to consider for state agencies to utilize when developing specific investments, policies, and programs related to the freight transport system that serves our state transportation, environmental, and economic interests. Competitive grant applications will highlight how their planning effort will support this Action Plan.

https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/strategic-freight-planning

APPENDIX B. SAMPLE APPLICATION PACKAGE

The Grant Application Guide and all fillable application documents can be found on the Sustainable Transportation Planning Grant website.

- Application Checklist, Cover Sheet, and Signature Page
- Application Narratives for Sustainable Communities and Strategic Partnerships
- Scope of Work and Checklist
- Cost & Schedule and Checklist
- Third-Party In-Kind Valuation Plan and Checklist
- Local Resolution and Checklist

Application Checklist

The following documents are required and must be submitted via Smartsheet in one single PDF document, not to exceed 25 MB. Keep the file name brief, as files are corrupted when file names are too long. Refer to the Grant Application Guide for additional information and/or samples. Failure to include any of the required documents will result in a reduced application score.

PDF documents should be submitted in their fillable PDF formats. The original file formats will be required upon grant award.

Required Application Documents	
(✓)	**Ensure these items are completed prior to submitting to Caltrans via Smartsheet**
	Application Cover Sheet (completed in Smartsheet)
	Signature Page (Electronic signatures accepted)
	Application Narrative
	Scope of Work
	Cost & Schedule
	Third Party In-Kind Valuation Plan (if applicable, required upon award)
	Map of Project Area
Supplemental Documentation (not required)	
	Graphics of Project Area (when applicable)
	Letter(s) of support
	Data

Sustainable Transportation Planning Grant Program
GRANT APPLICATION COVER SHEET

PART A. APPLICATION INFORMATION

FY 2026-27

Grant Category (select only one)

	Sustainable Communities (MPOs with sub-applicant, RTPAs, Transit Agencies, Cities, Counties, Tribes, other Public Transportation Planning Entities)		**Strategic Partnerships** (MPOs & RTPAs only) **Strategic Partnerships Transit** (MPOs, RTPAs & Transit Agencies only)
☐	Sustainable Communities Competitive (11.47% Local Match requirement) **Not applicable to Native American Tribal Governments**	☐	Strategic Partnerships (FHWA SPR Part I) (20% Local Match requirement)
☐	Sustainable Communities Competitive Technical (11.47% Local Match requirement) **Not applicable to Native American Tribal Governments**	☐	Strategic Partnerships Transit (FTA 5304) (11.47% Local Match requirement)

Application Submittal Type (more than one may be selected)

New		**Prior Phases**		**Re-Submittal**	
☐	New Application	☐	Continuation of a prior project. If so, list the Grant FY and project title below.	☐	Re-submittal from a prior grant cycle.
		☐		☐	How many times has an application been submitted for this project, including this one?

PART B. PROJECT INFORMATION

Project Title and Location

Project Title			
Project Location (City)		Project Location (County)	

Funding Information

1. Is the applicant proposing to meet the minimum local match requirement or an over-match? Use the Match Calculator to determine the appropriate match. Match Calculator (Posted on STPG Website)

   ☐ Minimum Local Match ☐ Over-Match

2. What is the source of Local Match funds being used?
   (MPOs – Federal Toll Credits, PL, and FTA 5303 cannot be used to match Sustainable Communities Competitive or Adaptation Planning grants)

   ☐ Local Transportation Funds ☐ Local Sales Tax ☐ Special Bond Measures
   ☐ Other, **specify**:

Grant Funds Requested	Local Match (Cash)	Local Match (In-Kind)	Total Local Match	% Local Match	Total Project Cost
$	$	$	$		$

1

Sustainable Transportation Planning Grant Program
GRANT APPLICATION COVER SHEET

PART B. PROJECT INFORMATION (CONTINUED)

Project Description (3-5 Sentences Maximum)

Insert Application Narrative: 1. Project Description	

Project Type

Choose the Project Type that best represents the focus of the proposed project. See Grant Application Guide for examples. **Select a maximum of two project types.**

- ☐ Active Transportation (Bicycle and Pedestrian)
- ☐ Climate Change (Infrastructure Adaptation, Vulnerability and Resiliency)
- ☐ Complete Streets (Multimodal specific type)
- ☐ Corridor (Local Streets or Highways)
- ☐ Freight/Goods Movement
- ☐ General Plan-Related (Circulation Element, Land Use Element, Specific Plan)
- ☐ Multimodal (Motorized and Active Transportation)
- ☐ Safety (Vision Zero, Safe Routes to Schools)
- ☐ Technical (Modeling, VMT Mitigation, ZEV Infrastructure, ZEB Transition, etc.)
- ☐ Transit (Bus, Light Rail, and Commuter Rail Service)
- ☐ Other, specify:

Under-Resourced Community Definitions

If applicable to the project, what tools were used to identify the under-resourced communities in the project area? Choose all that apply.

- ☐ Rural Communities of 50,000 or less and outside of urbanized areas
- ☐ Native American Tribal Governments
- ☐ Regionally/Locally Defined Under-Resourced Communities
- ☐ At/Below 80% Assembly Bill 1550 (Gomez, Statutes of 2016)
- ☐ At/Above 75% California Department of Education, Free or Reduced Priced Meals Data
- ☐ At/Above 75% CalEnviroScreen Version 4.0
- ☐ At/Below 25% California Healthy Places Index

Sustainable Transportation Planning Grant Program
GRANT APPLICATION COVER SHEET

PART C. CONTACT INFORMATON*

	Primary Applicant	Sub-Applicant	Sub-Applicant
Organization (Legal name)			
Dept./Division			
Street Address			
City			
Zip Code			
Phone Number			
Executive Director Name			
Title			
Executive Director E-mail			
Financial Manager Name			
Title			
Financial Manager E-mail			
Contact Person Name			
Title			
Contact Phone Number			
Contact E-mail			

*Use additional pages if necessary.

Sustainable Transportation Planning Grant Program
GRANT APPLICATION COVER SHEET

PART D. COMPLIANT HOUSING ELEMENT

City/County Primary/Sub-Applicants for Sustainable Communities Grants	Yes	No
Does the City/County have a compliant Housing Element? If No, explain the current status:		
Has the City/County submitted Annual Progress Report to the California Department of Housing and Community Development for calendar years 2023 and 2024?		

PART E. OTHER FUNDING PROGRAMS

Applicants may leverage other program funds for this planning grant, as long as the activities are eligible.

	Yes	No	N/A
Is the applicant applying for any other funding programs to complete this project? If yes, list them here:			

4

Sustainable Transportation Planning Grant Program
GRANT APPLICATION COVER SHEET

PART F. LEGISLATIVE INFORMATION

Use the following link to determine the appropriate legislative members in the Project area.

Search by address: http://findyourrep.legislature.ca.gov/

State Senator(s)		Assembly Member(s)	
District	Name	District	Name

PART G. LETTERS OF SUPPORT

List all letters of support received for the proposed project. Letters should be addressed to the applicant. Letters received after the final application filing date will not be considered.

Name/Agency	Name/Agency

5

Sustainable Transportation Planning Grant Program
GRANT APPLICATION SIGNATURE PAGE

If selected for funding, the information contained in this application will become the foundation of the contract with Caltrans.

To the best of my knowledge, all information contained in this application is true and correct. If awarded a grant with Caltrans, I agree that I will adhere to the program guidelines.

Applicant			
Authorized Official (Applicant)			
Print Full Name			
Title			
Signature		Date	
Sub-Applicant(s)*			
Authorized Official (Sub-Applicant)			
Print Full Name			
Title			
Signature		Date	
Authorized Official (Sub-Applicant)			
Print Full Name			
Title			
Signature		Date	
Authorized Official (Sub-Applicant)			
Print Full Name			
Title			
Signature		Date	

*Use additional pages if necessary.

Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION NARRATIVE

PART H. APPLICATION NARRATIVE	FY 2026-27

Project Information	
Organization (Legal name)	
Project Title	
Project Area Boundaries	
Project Timeframe (Start and End Dates)	

Do not alter application format and font size 10

Application Narrative

1. **Project Description (10 points) - Do not exceed the space provided (5 sentences maximum)**
   Briefly summarize project in a clear and concise manner, including why the project is necessary, major deliverables, parties involved, and any connections to relevant local, regional, and/or State planning efforts.

2A. Project Justification (15 points)

- Describe the problems or deficiencies the project is attempting to address, as well as how the project will address the identified problems or deficiencies
- Describe the ramifications and impact of not funding this project
- Clearly define the existing issues surrounding the project (e.g., transportation issues, inadequate transit services, impacts of heavy trucking on local streets, air pollution, etc.)
- Competitive applications support the need for the project with empirical data
- Describe how this project addresses issues raised
- Define the public benefit
- Explain how the public was involved with identifying issues
- **Do not exceed the space provided**

Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION NARRATIVE

2B. Under-Resourced Communities Justification (5 points)

The tools in Grant Application Guide, Appendix A, are intended to help applicants define an under-resourced community.

- Explain how the project area or portions of the project area are defined as an under-resourced community, including Native American Tribal Governments and rural communities
- Explain how the proposed project addresses the needs of the under-resourced community
- Describe how under-resourced communities will benefit from the proposed planning project
- Cite data sources, the tools used, and include a comparison to the statewide thresholds that are established in each tool
- **Do not exceed the space provided**

2C. Under-Resourced Communities Engagement (5 points)

See Grant Application Guide, Appendix A, for best practices in community engagement

- Describe how the proposed effort would engage under-resourced communities, including Native American Tribal Governments and rural communities. Include specific outreach methods for involving under-resourced communities
- Describe how under-resourced communities will continue to be engaged during the next phases after the proposed planning project is complete, including project implementation
- **Do not exceed the space provided**

3. Grant Specific Objectives (Total 35 points)

Integrate the following Grant Program Considerations (Grant Application Guide, Chapter 1.2) in the responses for 3A-G below, as applicable:

- Caltrans Strategic Plan
- California Transportation Plan (CTP)
- Strategic Highway Safety Plan (SHSP)
- Modal Plans that Support the CTP
- Title VI and Environmental Justice
- Climate Action Plan for Transportation Infrastructure (CAPTI)
- California Adaptation Strategy
- Master Plan for Aging

Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION NARRATIVE

3A. Grant Specific Objectives (5 points)

- Explain how the proposal encourages local and regional multimodal transportation, housing and land use planning that furthers the region's RTP SCS (where applicable)
- Demonstrate how the proposed effort would coordinate transportation, housing, and land use planning components of the project to inform one another (i.e., regular coordination meetings between responsible entities, joint community meetings, letters of commitment from all relevant implementing agencies, etc.
- Explain how the proposed effort would contribute to shifts in land use towards more sustainable and equitable communities, such as more affordable housing near transit or more compact regional development patterns (Reference Grant Application Guide, Chapter 2.2, for example project types)
- **Do not exceed the space provided**

3B. Grant Specific Objectives (5 points)

- Explain how the proposal contributes to the State's GHG reduction targets and advances transportation related GHG emission reduction project types/strategies (i.e., mode shift, demand management, travel cost, operational efficiency, accessibility, and coordinationwith future employment and residential land use, etc.)
- **Do not exceed the space provided**

3C. Grant Specific Objectives (5 points)

- Explain how the proposal supports other State goals, including but not limited to:
  - State Planning Priorities (Government Code Section 65041.1)
  - Climate Adaptation Goals (State Adaptation Strategy)
  - Goals and Best Practices cited in the 2024 RTP Guidelines, Appendices E and G
- **Do not exceed the space provided**

3D. Grant Specific Objectives (5 points)

- Explain how the proposal encourages stakeholder involvement
  - List the stakeholders involved in the planning effort (e.g., first responders, community-based organizations, local housing and public health departments, transit agencies, and partners including State, federal, local agencies)
  - Explain how stakeholders will be involved throughout the project
- **Do not exceed the space provided**

Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION NARRATIVE

3E. Grant Specific Objectives (5 points) • Explain how the proposal involves active community engagement • Describe the specific public outreach methods/events that will be employed throughout the project • Explain how public input will inform the project • Describe how the effort will survey the public at the end of each outreach event to gauge effectiveness of these activities for the planning effort • **Do not exceed the space provided**
3F. Grant Specific Objectives (5 points) • Explain how the proposal assists in achieving the Caltrans Mission and Grant Program Objectives (Grant Application Guide, Chapter 1.2)   ○ Safety, Sustainability, Preservation, Accessibility, Innovation, Economy, Health, and Social Equity, as applicable • **Do not exceed the space provided**
3G. Grant Specific Objectives (5 points) • Explain how the proposal ultimately results in funded and programmed multimodal transportation system improvements. Applicants should discuss next steps for project implementation, including timing for programming improvements that would result from the planning effort • **Do not exceed the space provided**
4. Project Management (Total 30 points) See Scope of Work and Cost & Schedule samples and checklists for requirements (Grant Application Guide, Appendix B), also available on the Caltrans grants website: https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/regional-and-community-planning/sustainable-transportation-planning-grants
4A. Scope of Work (15 points)
4B. Cost & Schedule (15 points)

Sustainable Transportation Planning Grant Program
STRATEGIC PARTNERSHIPS - GRANT APPLICATION NARRATIVE

PART H. APPLICATION NARRATIVE	FY 2026-27

Project Information	
Organization (Legal name)	
Project Title	
Project Area Boundaries	
Project Timeframe (Start and End Dates)	

Do not alter application format and font size 10

Application Narrative

1. **Project Description (10 points) - Do not exceed the space provided (5 sentences maximum)**
   Briefly summarize the project in a clear and concise manner, including why the project is necessary, major deliverables, parties involved, and any connections to relevant local, regional, and/or State planning efforts.

2. **Project Justification (30 points)**
   - Describe the problems or deficiencies the project is attempting to address, as well as how the project will address the identified problems or deficiencies
   - Describe the ramifications and impact of not funding this project
   - Clearly define the existing issues surrounding the project (e.g., transportation issues, inadequate transit services, impacts of heavy trucking on local streets, air pollution, etc.)
   - Describe how this project addresses issues raised
   - Competitive applications support the need for the project with empirical data
   - **Do not exceed the space provided**

Sustainable Transportation Planning Grant Program
STRATEGIC PARTNERSHIPS - GRANT APPLICATION NARRATIVE

3. Grant Specific Objectives (Total 20 points)

Integrate the following Grant Program Considerations (Grant Application Guide, Chapter 1.2) in the responses for 3A-3D below, as applicable:

- Caltrans Strategic Plan
- California Transportation Plan (CTP)
- Strategic Highway Safety Plan (SHSP)
- Modal Plans that Support the CTP
- Title VI and Environmental Justice
- Climate Action Plan for Transportation Infrastructure (CAPTI
- California Adaptation Strategy
- Master Plan for Aging

3A. Grant Specific Objectives (5 points)

- List and explain how the proposal would accomplish the Federal Planning Factors (Grant Application Guide, Chapter 4.2), achieve the Caltrans Mission and the Grant Program Objectives (Grant Application Guide, Chapter 1.2.)
- **Do not exceed the space provided**

3B. Grant Specific Objectives (5 points)

- Explain how the proposal partners with Caltrans to identify and address statewide, interregional, or regional transportation deficiencies in the State Highway System (or multimodal transportation system for transit-focused projects)
- Clearly define how Caltrans will be a partner in the proposed project, as appropriate for the project
- **Do not exceed the space provided**

3C. Grant Specific Objectives (5 points)

- Explain how the proposal strengthens government-to-government relationships
- Outline the entities involved with the proposed project and how partnerships will be strengthened as a result
- **Do not exceed the space provided**

3D. Grant Specific Objectives (5 points)

- Explain how the proposal results in programmed system improvements
- Discuss next steps for project implementation, including timing for programming improvements that would result from the planning effort
- **Do not exceed the space provided**

Sustainable Transportation Planning Grant Program
STRATEGIC PARTNERSHIPS - GRANT APPLICATION NARRATIVE

4. Project Management (Total 40 points) See Scope of Work and Cost and Schedule samples and checklists for requirements (Grant Application Guide, Appendix B), also available on the Caltrans grants website, https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/regional-and-community-planning/sustainable-transportation-planning-grants
4A. Scope of Work (20 points)
4B. Cost & Schedule (20 points)

Scope of Work Checklist

The Scope of Work (SOW) is the official description of the work that is to be completed during the contract. Tasks 1-6 outlined in the SOW are for illustrative purposes only. **Applications with missing components will be at a competitive disadvantage.** Please use this checklist to make sure your Scope of Work is complete.

Scope of Work Checklist	
(✓)	**Ensure these items are completed prior to submitting to Caltrans**
	Use the Fiscal Year 2026-27 template provided
	Include the activities discussed in the grant application
	List all tasks using the same title as stated in the Cost & Schedule
	Include task numbers in accurate and proper sequencing, consistent with the Cost & Schedule
	Exclude sub-task numbers; only include sub-headings
	Exclude tasks for project management and/or staff/consultant coordination; these activities should be spread among relevant tasks
	Include a thorough Introduction to describe relevant background, related planning efforts, the project and project area demographics, including a description of the under-resourced community involved with the project, if applicable
	Include a thorough and accurate narrative description of each task
	Task A is a required task. It must be titled "Project Administration" and cannot exceed 5% of the grant award amount (grant award and local match). Only the grantee and sub-recipient(s) can charge against Task A. Task A must only include the following activities and deliverables: • Caltrans and grantee Project kick-off meeting at the start of the grant • Invoicing and quarterly reporting to Caltrans • DBE Reporting (federal grants only)
	Include Task B for the procurement of a consultant (if needed). Only the grantee and sub-recipient(s) can charge against Task B.
	Include detailed public participation and services to diverse communities in the Public Outreach Task (excluding technical projects)
	Identify public outreach strategies in a manner that provides flexibility and allows for a diverse range of outreach methods (both in-person and virtual), excluding technical projects
	Include a Task(s) for a Draft and Final product. The draft plan must include an opportunity for the public to provide feedback (excluding technical projects).
	Include a summary of next steps your agency will take towards implementing the project in the Final Product
	List achievable project deliverables for each Task
	EXCLUDE environmental, complex design, engineering work, and other ineligible activities outlined in the Grant Application Guide

SCOPE OF WORK

Project Information	
Grant Category	
Grant Fiscal Year	**FY 2026-27**
Project Title	
Organization (Legal name)	

Disclaimer

Agency commits to the Scope of Work below. Any changes will need to be approved by Caltrans prior to initiating any Scope of Work change or amendment.

Introduction

[Provide a detailed summary of the grant project. Include a thorough Introduction to describe relevant background, related planning efforts, the project and project area demographics, including a description of the under-resourced community involved with the project, if applicable.]

Project Stakeholders

[Provide a detailed summary of who the Project Stakeholders are. Will a consultant be working on the project? If so, what activities/tasks will they be involved with?]

Overall Project Objectives

[Provide a detailed summary of the Overall Project Objectives.]

Summary of Project Tasks

[Project management activities must be identified within the task(s) the project management activities occur. A standalone project management task is not allowed.]

Task A: Project Administration

This is an Administrative Task that shall only be charged against by the Grantee for the Administration of this grant project. Budget for this task (grant award and local match) cannot exceed 5% of the grant award amount.

Grantee will manage and administer the grant project according to the Grant Application Guidelines, Regional Planning Handbook, and the executed grant contract between Caltrans and the grantee.

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables
[The following are the only allowable deliverables for this Task. This Task is not for the management of the consultant or meetings between the grantee and the consultant]
Kick-off meeting with Caltrans - Meeting Notes, quarterly invoices and progress reports, DBE reporting (federal Grants only).

Task B: Consultant Procurement

[Provide a detailed narrative of activities to be completed in this Task]

Grantee will procure a consultant, consistent with state and federal requirements, Local Assistance Procedures Manual for procuring non-Architectural and Engineering consultants, the Grant Application Guide, Regional Planning Handbook, and the executed grant contract between Caltrans and the grantee.

Task Deliverables
[List achievable deliverables for this Task]
Examples: Grantee's current procurement procedures, copy of the Request for Proposal/Qualifications, copy of the contract between consultant and grantee, copies of all amendments to the consultant contract, meeting notes from project kick-off with consultant

Task 1: Existing Conditions

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables
[List achievable deliverables for this Task]
Examples: Summary of Existing Conditions

Task 2: Analysis

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables
[List achievable deliverables for this Task]
Examples: Summary of Analysis

Task 3: Public Outreach

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables
[List achievable deliverables for this Task]
Examples: PowerPoint Presentations, flyers, website announcements, sign-in sheets, community surveys, conceptual drawings, bilingual services, receipts for light snacks (Caltrans approval required prior to purchase. No full meals.)

Task 4: Advisory Committee Meetings

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables

[List achievable deliverables for this Task]
Examples: Agendas, meeting notes, list of attendees, list of action items

Task 5: Draft and Final Plan

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables
[List achievable deliverables for this Task]
Examples: Draft Plan, Public Review – list of comments, Final Plan that includes a summary of next steps towards implementation, credits FHWA, FTA, and/or Caltrans on the cover or title page, submitted to Caltrans in an ADA accessible electronic copy.

Task 6: Board Review/Approval

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables
[List achievable deliverables for this Task]
Examples: Board Agenda, presentation materials, meeting minutes with board acceptance/approval.

Cost & Schedule Checklist

The Cost & Schedule is the official budget and timeline for the project. Tasks 1-6 outlined in the Cost & Schedule are for illustrative purposes only. **The Cost & Schedule must be consistent with the Grant Application Cover Sheet. Applications with missing components will be at a competitive disadvantage.**

Cost & Schedule Checklist	
(✓)	**Ensure these items are completed prior to submitting to Caltrans**
	Use the Fiscal Year 2026-27 template provided (do not alter the template)
	List all tasks with the same title as stated in the Scope of Work
	Include task numbers in proper sequencing, consistent with the Scope of Work
	Exclude sub-task numbers and sub-headings
	Exclude tasks for project management and/or staff/consultant coordination; these activities should be spread among relevant tasks
	Task A is a required task. It must be titled "Project Administration" and cannot exceed 5% of the grant award amount (grant award and local match). Only the grantee and sub-recipient(s) can charge against Task A. Task A must only include the following activities and deliverables: • Project kick-off meeting between the grantee and Caltrans at the start of the grant • Invoicing and quarterly reporting to Caltrans • DBE Reporting (federal grants only)
	Include Task B for the procurement of a consultant (if needed). Only the grantee and sub-recipient(s) can charge against Task B.
	Complete all budget columns as appropriate: Total Cost, Grant Amount, Local Cash Match, and if applicable, Local In-Kind Match
	Ensure the correct minimum local match amount, calculated as a percentage of the total project cost (grant plus local match), is provided
	Use the Local Match Calculator to ensure the total Local Match amount meets the minimum required Local Match for the specified Grant Category
	Include a grant amount for each Task (Tasks A and B can be zeroed out)
	Identify if a Tapered Local Match will be used (allows grantees to vary the required local match ratio over the life of the grant contract). Grantee agrees to satisfy the total local match amount by the contract expiration date.
	Identify the estimated indirect cost rate if indirect costs will be reimbursed. If FY 2026-27 indirect cost rates are not available, the rate will be an estimate based on the currently approved rate.
	Include a best estimate of the amount of time needed to complete each task
	State a realistic total cost for each task based on the work that will be completed
	Use only **whole dollars** in the grant amount and local match columns. Do not use formulas to calculate local match as it will lead to partial dollar amounts which will be rounded up or down.
	Start the timeframe at the beginning of the grant period (November 2026)
	At least one task must extend to the end of the grant period (June 2029)

California Department of Transportation

Sustainable Transportation Planning Grant Program

COST & SCHEDULE

Grant Category	
Grant Fiscal Year	FY 2026-27
Project Title	
Organization (Legal name)	
Disclaimers	Agency commits to the Cost & Schedule below. Any changes will need to be approved by Caltrans prior to initiating any Cost & Schedule change or amendment. **Use only whole dollars** in the grant amount and local match columns. Do not use formulas to calculate local match as it will lead to partial dollar amounts which will be rounded up or down. Use the Local Match Calculator to ensure that grant and local match amounts are correct: Local Match Calculator (STPG Website)
Reimbursements/ Invoicing	Does your agency plan to request reimburesement for indirect costs? ☐ Yes ☐ No If yes, what is the estimated indirect cost rate? _____ Does your agency plan to use the Tapered Local Match when invoicing? ☐ Yes ☐ No

Task #	Task Title	Grant Amount*	Estimated Local Cash Match*	Estimated Local In-Kind Match*	Estimated Total Project Cost*	FY 2026/27												FY 2027/28												FY 2028/29											
						J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J
A	Project Administration (grant amount + local match cannot exceed 5% of total grant award)	$0	$2,500	$0	$2,500																																				
B	Consultant Procurement	$4,427	$574	$0	$5,000																																				
1	Existing Conditions	$11,509	$1,491	$0	$13,000																																				
2	Analysis	$30,986	$4,015	$0	$32,500																																				
3	Public Outreach	$39,839	$5,162	$0	$45,000																																				
4	Advisory Committee Meetings	$13,280	$1,721	$0	$15,000																																				
5	Draft and Final Plan	$72,595	$6,577	$0	$82,000																																				
6	Board Review/Approval	$4,424	$900	$0	$5,000																																				
	Totals	**$177,060**	**$22,940**	**$0**	**$200,000**																																				

Third Party In-Kind Valuation Plan Checklist

The Third Party In-Kind Valuation Plan is an itemized breakdown by task and serves as documentation for the goods and/or services to be donated. The Third Party In-Kind Valuation Plan must be consistent with the information provided on the Cost & Schedule and Grant Application Cover Sheet. This document is required upon grant award as a condition of grant acceptance. Refer to Grant Application Guide, Chapter 5.4 for a Third-Party In-Kind description and examples.

Third-Party In-Kind Valuation Plan Checklist	
(✓)	Ensure these items are completed prior to submitting to Caltrans
	Use the Fiscal Year 2026-27 template provided (do not alter the template).
	Name the third party in-kind local match provider; this cannot be the Grantee
	Describe how the third party in-kind local match will be tracked and documented for accounting purposes.
	Describe the fair market value of third party in-kind contributions and how the values were determined.
	Include an itemized breakdown by task, consistent with the Cost & Schedule.
	Ensure the in-kind local match amount is consistent with the Grant Application Cover Sheet and Cost & Schedule.

California Department of Transportation

Sustainable Transportation Planning Grant Program

THIRD-PARTY IN-KIND VALUATION PLAN

Grant Category
Grant Fiscal Year
Project Title
Organization
(Legal name)

Task #	Task Title	Third-Party In-Kind Contribution	Name of Third-Party In-Kind Match Provider	Fair Market Value Determination	Fair Market Value or Hourly Rate	Number of Hours	Estimated Cost
						Total In-kind Match:	**$0**

Explain how the third party in-kind match will be documented for accounting purposes:	

Local Resolution Checklist

A Local Resolution is NOT required at the grant application stage; however, it is required upon award as a condition of grant acceptance.

Local Resolution Checklist	
(✓)	Ensure these items are completed prior to submitting to Caltrans
	State the title of the project (1)
	State the job title of the person authorized to enter into a contract with Caltrans on behalf of the applicant (2)
	Must be less than a year old (3)
	Signed by the grant applicant's governing board (4)

Sample Local Resolution

CITY OF CAN DO RESOLUTION
NO. 009-2025

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF CAN DO AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE CITY OF CAN DO COMPLETE STREET PLAN

1

WHEREAS, the Board of Directors of the City of Can Do is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation;

WHEREAS, a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be reimbursed through the Transportation Planning Grant Program;

WHEREAS, the City of Can Do wishes to delegate authorization to execute these agreements and any amendments thereto;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Can Do, authorize the Executive Director, or designee, to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation.

2

APPROVED AND PASSED this 4th day of December 2025.

3

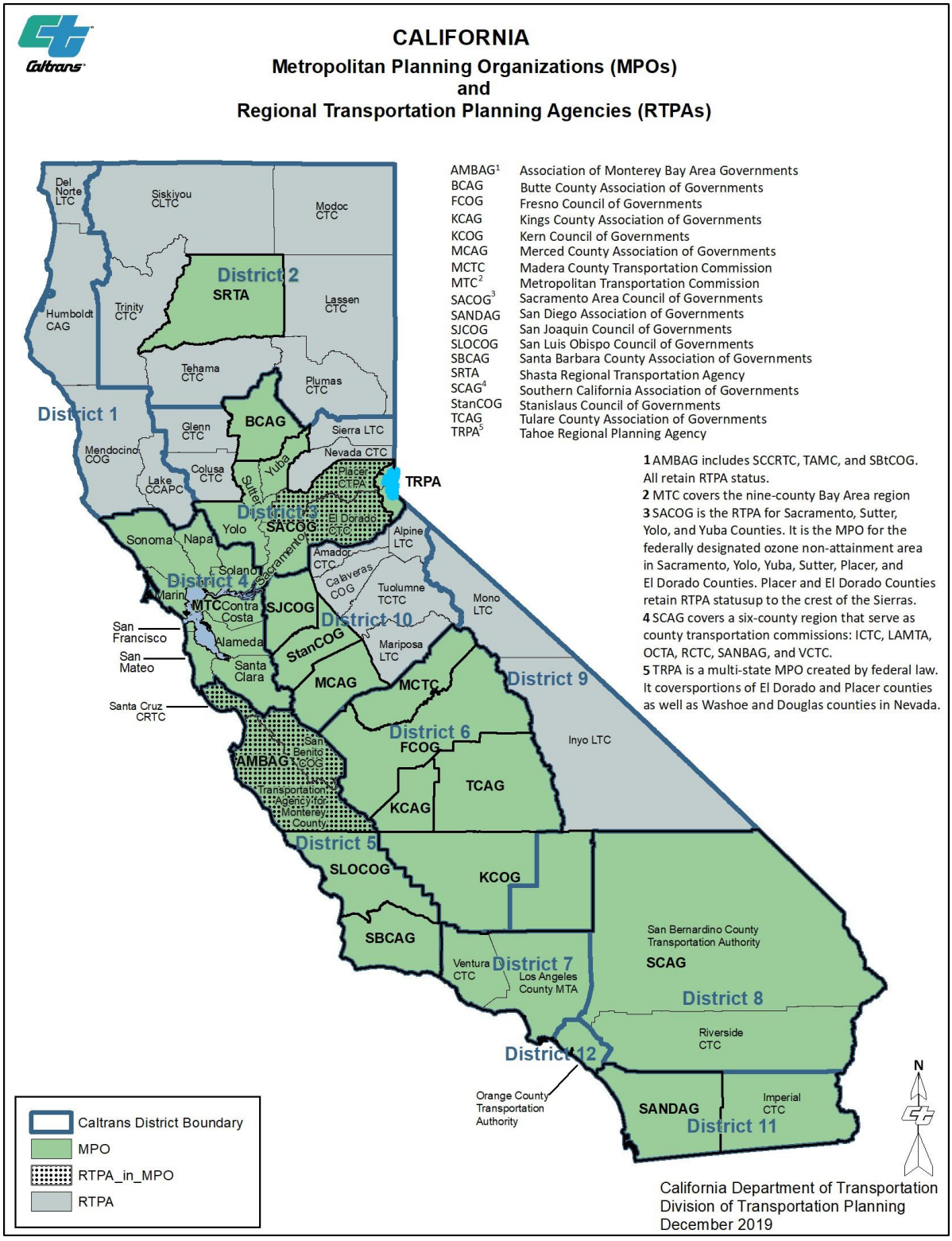
John Doe,
Chair

4

ATTEST:

Jane Doe,
Executive Director

APPENDIX C. CALTRANS/REGIONAL AGENCY BOUNDARIES MAP



APPENDIX D. CALTRANS DISTRICT CONTACT LIST

Caltrans Sustainable Transportation Planning Grants
District Grant Lead and Native American Liaison Contact List

DISTRICT	LEAD CONTACT(S)	NATIVE AMERCAN LIAISON CONTACT(S)	MPO/RTPA
DISTRICT 1 1656 Union Street P.O. Box 3700 Eureka, CA 95502	Tatiana Ahlstrand (707) 684-6884 Email: Tatiana.Ahlstrand@dot.ca.gov	Jerome Washington (707) 834-1438 Email: Jerome.Washington@dot.ca.gov	• Del Norte LTC • Humboldt CAOG • Lake CCAPC • Mendocino COG
DISTRICT 2 1657 Riverside Drive Redding, CA 96001	Kathy Grah (530) 782-3152 Email: Kathy.Grah@dot.ca.gov	Kendee Vance (530) 225-3574 Email: Kendee.Vance@dot.ca.gov	• Lassen CTC • Tehama CTC • Modoc LTC • Trinity CTC • Plumas CTC • Siskiyou CLTC • Shasta RTA
DISTRICT 3 703 B Street Marysville, CA 95901	**El Dorado, Sacramento, Sutter, Yolo, and Yuba Counties** Sukhi Johal (530) 565-3885 Email: Sukhi.Johal@dot.ca.gov **Butte, Colusa, Lake Tahoe Basin, Glenn, Nevada, Placer, and Sierra Counties** Kevin Yount (530) 513-0584 Email: Kevin.Yount@dot.ca.gov	Angelina Healy (530) 720-9449 Email: Angelina.Healy@dot.ca.gov	• Butte CAG • Sierra LTC • Colusa CTC • Glenn CTC • El Dorado CTC • Nevada CTC • Placer CTPA • Sacramento Area COG • Tahoe MPO
DISTRICT 4 111 Grand Avenue P.O. Box 23660 Oakland, CA 94623-0660	Stephen Conteh (510) 960-0887 Email: Stephen.Conteh@dot.ca.gov Becky Frank (510) 960-0883 Email: Becky.Frank@dot.ca.gov	Stephen Conteh (510) 960-0887 Email: Stephen.Conteh@dot.ca.gov	• Metropolitan Transportation Commission
DISTRICT 5 50 Higuera Street San Luis Obispo, CA 93401-5415	Christopher Bjornstad (805) 888-1508 Email: Christopher.Bjornstad@dot.ca.gov Veronica Lezama (805) 748-4216 Email: Veronica.Lezama@dot.ca.gov	Veronica Lezama (805) 748-4216 Email: Veronica.Lezama@dot.ca.gov	• Monterey TAMC • Santa Cruz CCRTC • San Benito COG • Assoc. of Monterey Co. Bay Area Govts • Santa Barbara CAG • San Luis Obispo COG
DISTRICT 6 1352 W. Olive Avenue P.O. Box 12616 Fresno, CA 93778-2616	David Deel (559) 981-1041 Email: David.Deel@dot.ca.gov Christopher Xiong (559) 908-7064 Email: Christopher.Xiong@dot.ca.gov	Rachel Padilla (559) 353-4245 Email: Rachel.Padilla@dot.ca.gov	• Fresno COG • Tulare CAG • Kern COG • Kings CAG • Madera CTC

Caltrans Sustainable Transportation Planning Grants
District Grant Lead and Native American Liaison Contact List

DISTRICT	LEAD CONTACT(S)	NATIVE AMERCAN LIAISON CONTACT(S)	MPO/RTPA
DISTRICT 7 100 S. Main Street Los Angeles, CA 90012	Adam Weitzmann (760) 874-8350 Email: Adam.Weitzmann@dot.ca.gov	Not applicable	• Southern California Association of Governments
DISTRICT 8 464 W. 4th Street 6th Floor, Mail Station 722 San Bernardino, CA 92401	Ricky Rivers (909) 963-9366 Email: Ricky.Rivers@dot.ca.gov Stephanie Ahmad (909) 383-4057 Email: Stephanie.Ahmad@dot.ca.gov	Lorna Foster (909) 501-5759 Email: Lorna.Foster@dot.ca.gov	• Southern California Association of Governments
DISTRICT 9 500 S. Main Street Bishop, CA 93514	Ben Downard (760) 874-8319 Email: Ben.Downard@dot.ca.gov Rick Franz (760) 874-8322 Email: Rick.Franz@dot.ca.gov	Marcela Castleberry (760) 784-4260 Email: Marcela.Castleberry@dot.ca.gov	• Inyo LTC • Mono LTC • Eastern Kern (COG)
DISTRICT 10 1976 E. Dr. Martin Luther King Boulevard P.O. Box 2048 Stockton, CA 95201	**Mountain Counties** Gregoria Ponce (209) 483-7234 Email: Gregoria.Ponce@dot.ca.gov **Merced, San Joaquin, Stanislaus Counties** Tom Dumas (209) 941-1921 Email: Tom.Dumas@dot.ca.gov	Yolanda Tello-Jackson (209) 986-9828 Email: Yolanda.Tello-Jackson@dot.ca.gov Gregoria Ponce (209) 483-7234 Email: Gregoria.Ponce@dot.ca.gov	• Alpine County LTC • Amador CTC • Calaveras COG • Mariposa LTC • Merced CAG • Tuolumne CTC • San Joaquin COG • Stanislaus COG
DISTRICT 11 4050 Taylor Street Mail Station 240 San Diego, CA 92110	Omar Flores (619) 985-2124 Email: Omar.Flores@dot.ca.gov	Karen Islas (619) 380-7501 Email: Karen.Islas@dot.ca.gov	• San Diego Association of Governments • Southern California Association of Governments
DISTRICT 12 1750 E. 4th Street Santa Ana, CA 92705	Eric Chau (657) 328-6268 Email: Eric.E.Chau@dot.ca.gov	Not applicable	• Southern California Association of Governments

CALIFORNIA DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION PLANNING
1120 N STREET
SACRAMENTO, CA 95814
https://dot.ca.gov/programs/transportation-planning





City Council Agenda Report

ITEM NO. 12

DATE: November 19, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Mark Perez, Acting Chief City Clerk
Alma Medina, Assistant to the City Manager

SUBJECT: **CONSIDERATION OF APPROVAL OF THE 2026 CITY COUNCIL MEETING SCHEDULE**

Recommendation

It is recommended that the City Council review and approve the revised City Council meeting schedule for the 2026 calendar year.

Executive Summary

The South Pasadena City Council adheres to a bi-monthly meeting schedule as established by Resolution No. 7716, with provisions for schedule adjustments as needed. On November 5, 2025, the City Council approved the 2026 City Council Meeting Schedule and granted the City Manager flexibility to make adjustments based on Council feedback. The updated proposed version reflects those recommendations and incorporates additional special meetings to enhance organization and help the Council proactively prepare for upcoming City business. The proposed calendar also identifies tentative meeting cancellations on January 7, April 1, and July 1 to accommodate City breaks and significant events, with special sessions to be arranged if necessary.

Background

In alignment with Resolution No. 7716 of South Pasadena, the City Council meets on the first and third Wednesdays of each month. Closed Session begins at 6:00 p.m., followed by Open Session at 7:00 p.m. This regular schedule supports forward planning for the City Council, municipal staff, and residents year-round. However, the City Council may adjust this schedule as needed, including cancelling or adding meetings based on emerging priorities.

The revised meeting schedule identifies the following cancellations:

- January 7, 2026: Due to the City's winter recess from Wednesday, December 25, 2026, to January 1, 2026, there will be insufficient time to prepare and distribute a complete agenda. If an urgent meeting is required, staff is prepared to arrange a special session during the second week of January.
- April 1, 2026: The first April meeting is proposed to be cancelled to observe Spring Break, per prior City Council direction.
- July 1, 2026: Due to preparations for the Fourth of July events, City staff capacity to arrange the regular Council meeting will be limited. Therefore, it is proposed to be cancelled, as it has been in the past. However, if needed, a special meeting will be scheduled.

In the previous version presented to the City Council, there was a cancellation recommended for the meeting of August 5, 2026, which has been removed in this revised meeting schedule. The City Council discussed the challenges they experienced in conducting business due to the cancellation of the first meeting in August and recommended reinstating it, which is reflected in the new proposed meeting schedule. These proposed cancellations ensure efficient city operations while honoring key local events, observances, and council direction. Any schedule adjustments will be communicated promptly.

During Council discussion, the need for more structure and organization in the meeting schedule, noting that many upcoming items are already anticipated was identified. This revised schedule reflects that input and aims to take a more proactive approach to planning by including proposed special meetings to better prepare the Council for upcoming City business. The revised schedule includes the following proposed special meetings, which are designed to better align with and prepare the City Council for upcoming City business:

- January 14, 2026: Joint Study Session with the Planning Commission on SB79 (Special Meeting)
- February 11, 2026: City Council Annual Goal Setting Study Session (Special Meeting)
- February 18, 2026: Joint Meeting w/ Finance Commission for Mid-Year Budget Review (Special Meeting)

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

Attachment:
Attachment No. 1 - Revised CC 2026 Meeting Schedule

CITY OF SOUTH PASADENA
2026 CITY COUNCIL MEETING SCHEDULE

City Council Meeting Date	Notes
January 7, 2026	**Cancelled: Winter Holiday Closure**
January 14, 2026	Joint SB79 Study Session w/ Planning Commission *(Special Meeting)*
January 21, 2026	
February 4, 2026	
February 11, 2026	City Council Annual Goal Setting Study Session *(Special Meeting)*
February 18, 2026	Joint Meeting w/ Finance Commission for Mid-Year Budget Review
March 4, 2026	
March 18, 2026	
April 1, 2026	**Cancelled: Spring Break**
April 15, 2026	
May 6, 2026	
May 20, 2026	
June 3, 2026	
June 17, 2026	
July 1, 2026	**Cancelled: Fourth of July Holiday**
July 15, 2026	
August 5, 2026	
August 19, 2026	
September 2, 2026	
September 16, 2026	
October 7, 2026	
October 21, 2026	
November 4, 2026	
November 18, 2026	
December 2, 2026	
December 16, 2026	

City Council Agenda Report

ITEM NO. 13

DATE: November 19, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Erika Ramirez, Community Development Director

SUBJECT: **CONSIDERATION OF APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH OPENGOV INC. FOR THE PURCHASE OF ONLINE PERMITTING AND LAND MANAGEMENT SOFTWARE FOR A FIVE-YEAR TERM IN THE AMOUNT NOT TO EXCEED $425,000 AND ADOPTION OF A RESOLUTION NO. 7955 ADOPTING A BUDGET AMENDMENT RELATED THERETO**

Recommendation

It is recommended that the City Council:

a. Approve the Professional Service Agreement with OpenGov Inc. to purchase the online permitting and land management software subject to the negotiation and final form of agreement approved by the City Manager and City Attorney;
b. Authorize the City Manager to execute all necessary documents to effectuate the agreement; and
c. Adopt Resolution No. 7955 to appropriate $98,000 in the Technology Surcharge Special Fund towards the purchase of the online permitting and land management software and make necessary budget amendments.

Executive Summary

The City of South Pasadena continues its efforts to modernize and streamline the development review and permitting process through the use of technology. In 2023, the City launched Accela, an online permitting and land management system intended to consolidate planning, building, code enforcement, and public works functions into one centralized platform. While the system improved digital recordkeeping and internal coordination, it has not met expectations for automation, data analytics, or customer accessibility. Critical features, such as a public-facing customer portal, remain undeveloped and would require significant additional investment and ongoing professional service costs to achieve full functionality.

In response, and following a comprehensive review of the City's development process and existing software performance, staff evaluated alternative platforms and identified OpenGov Inc. as the preferred solution. OpenGov offers a fully integrated, user-friendly permitting system that includes an immediately available public portal, mobile inspection tools, automated interdepartmental workflows, and robust reporting and compliance features. The system can also be implemented without a third-party vendor and at a lower five-year cost than the current Accela platform.

City Council approval of the proposed Professional Service Agreement with OpenGov Inc. will

allow the City to transition to a modern, data-driven, and customer-focused permitting platform that enhances transparency, improves efficiency, and aligns with State initiatives promoting online permitting and digital service delivery.

Background
On August 6, 2020, the California Department of Housing and Community Development (HCD) executed a contract with the City in the amount of $160,000 to reimburse expenses associated with purchase of case management/online permitting system.

On February 22, 2022, the City released a Request for Proposals (RFP) to implement a case management and online permitting system.

On December 7, 2022, City Council approved a professional service agreement with TruePoint Solutions, and Accela licensing/subscription agreement to implement an Accela-based project management and case management on-line permitting system for a three-year term and in a total not-to-exceed amount of $252,567.

On August 16, 2023, the City Council approved an amendment to the Professional Service Agreement with TruePoint Solutions for an additional 10 Accela licenses for a total of 20 licenses, extension of term of the licenses through June 30, 2024, and an increase of $38,440 for a total not-to-exceed amount of $291,007.

Analysis
An online permitting and land management system is a comprehensive digital platform that allows cities to manage planning, building, code enforcement, and other land use activities in one centralized system. It enables applicants, residents, and city staff to submit, track, review, and approve permits electronically and therefore replacing manual, paper-based processes with automated workflows and real-time data sharing across departments. The purpose of implementing such a system is to improve transparency, efficiency, and customer service, while also enhancing recordkeeping and performance tracking. The transition to digital permitting gained significant momentum during the COVID-19 pandemic, when in-person counter services were restricted and cities across California adopted remote and electronic processing tools to maintain continuity of operations. In addition, recent State legislation, including Assembly Bill (AB) 920, directs larger jurisdictions to establish centralized online portals for housing development applications, reinforcing the statewide shift toward digitized and accessible permitting systems. The City’s adoption of an online permitting and land management system aligns with these evolving regulatory requirements and best practices in modern municipal service delivery.

Building on the opportunity provided through grant funding from the California Department of Housing and Community Development (HCD), the City initiated efforts to modernize and standardize its development review process through the implementation of an online permitting and land management system. The goal was to streamline the processing of planning, building, and public right-of-way permits, improving efficiency for both the development community and City staff. The selected system was required to support a wide range of functions, including land use and permit management, project and case tracking, code enforcement, and citizen service requests. Following a competitive procurement process, staff recommended—and the City Council approved—a qualified vendor and software platform for implementation.

In 2023, the City launched the Accela system, which became operational within the Building Division for case management and routing of construction plans to City departments for coordinated review. By January 2024, the Planning and Code Enforcement Divisions transitioned to the same system, enabling integrated permit tracking and interdepartmental coordination. The Public Works Department began utilizing the platform for review comments and plan updates and expanded to manage its own permit processes in early 2025.

Since July 2023, City staff have continued working with TruePoint Solutions to further build out and customize the Accela platform in order to realize the system's full potential—including the establishment of a public-facing customer portal. However, despite these efforts, several technical and operational challenges have prevented full implementation. Many of these challenges cannot be resolved without additional professional services and ongoing budget allocations to support TruePoint's continued configuration and maintenance work. As a result, the program entails not only the annual software subscription cost but also a variable service agreement that fluctuates based on the level and frequency of support required.

In July 2025, at the direction of the City Manager, the Community Development Department initiated a comprehensive review of the City's entire development process. This effort involved collaboration among the Planning, Building, Public Works, Fire, and Police Departments to analyze how land use and development applications are reviewed—from initial submittal to permit issuance. Each division was evaluated to identify the types of projects that trigger their review, the specific information and plans needed from applicants, and the common code requirements and conditions typically applied. The review also emphasized improving communication opportunities with applicants at key milestones in the process. As a result, staff developed a draft Development Review Process Policy, including a detailed routing matrix, a standardized application checklist, and a set of model conditions of approval. The policy is currently being finalized to serve as a guide for consistent and transparent project processing moving forward.

Through this evaluation, staff determined that the current online permitting and land management system was not effectively supporting process efficiencies. Despite significant staff time and resources invested in configuration and training, the Accela platform has functioned primarily as a digital tracking system, offering limited automation and reporting capabilities. It has also proven unable to produce the necessary data analytics to evaluate performance metrics or to launch the long-planned customer portal without substantial additional funding. As part of the broader development process improvement initiative, staff evaluated alternative software options and determined that transitioning to OpenGov Inc. would better meet the City's operational, technical, and customer service needs for the reasons summarized in the Table 1 below.

In summary, the evaluation of the City's development review process and existing permitting software demonstrated a clear need for a more adaptable, user-friendly, and data-driven system. Transitioning to OpenGov will allow the City to fully realize the original vision of a transparent, efficient, and customer-oriented permitting process that aligns with State mandates and community expectations for accessible digital services. The platform's built-in public portal, intuitive workflow tools, integrated interdepartmental review capabilities, and robust reporting functions will enable staff to process applications more efficiently while improving communication and accountability. The transition represents not only a technological upgrade but a critical step in advancing the City's commitment to innovation, continuous improvement, and the delivery of high-quality municipal services. It is estimated

that the system will be implemented within 6-8 months from the project kick off. It should be noted that the agreement does include a clause pertaining to early termination and requires the full contract amount be paid if the agreement is terminated prior to the 5-year term.

Table 1

CATEGORY	ACCELA (Challenges)	OPENGOV (Benefits)
Application Intake	Applicants email applications to staff and staff inputs manually. No option for public-facing at this time.	Users will be able to apply through an online portal and attach documents. Applicants will be notified as application moves through process or as inspections occur. The internal product does not need to be developed first as Accela did.
Customer Access	Public portal has not been rolled out.	Public portal will be immediately available upon deployment.
Interdepartmental Review	Does not have option for studio/simultaneous review. Does not have option for notification (via email) when new projects have been assigned for review.	Email notifications are sent to reviewers. Blue beam studio is integrated and allows for simultaneous review of plans. Planning, Building, Public Works and Fire modules all included.
Communication	Only form of communication is via “Notes” in workflow. No option to email directly through platform.	Email or messages are able to be sent via system internal or to applicants.
Inspections	Only final notes are inputted. Workflow is not developed for inspections. Also no mobile option for field notes/inspections.	Inspection workflow can be created in system to be performed via mobile app. Notifies applicants immediately of results.
Compliance	No compliance checks.	Can integrate required information to move forward with application to assist in receiving a complete application.
Financial Management	Adding/removing fees are cumbersome and have to utilize professional services. Reconciling payments is also difficult and time consuming.	Payments are able to be made within system rather through a link and a report is downloaded daily for finance department to reconcile.
Staff Efficiency	Arguably uses a lot of staff time to input information into Accela as you have to go between emails, downloads and Accela.	Application, review, permit issuance, and inspection integration allow for efficient processing of development projects from start to finish.

Scalability/ Future Readiness	Multiple iterations of modifying workflows have been done but still seems incomplete/not user friendly or intuitive.	Unlimited permits and users. Can create and modify as needed. No need for third party implementation service.
Cost	Annual subscription of $66,000 plus professional service support- estimated at $51,000-$60,000 a year.	Annual subscription; $60,278.35 subscription + $55,208.30 implementation services Yr. 1 $68,704.08 Yr. 2 $72,139.29 Yr 3 $75,746..25 Yr 4 $79,533.56 Yr 5
Implementation	Has yet to be fully implemented to include all applications and public portal. Not user friendly which has prevented staff from fully implementing to public.	No need for third party, can be fully implemented within 6-8 months.

Alternatives
The alternative is to extend the current agreement with TruePoint Solutions, and associated Accela licensing/subscriptions.

Fiscal Impact
As is the case in many cities throughout California, South Pasadena applies a Technology Surcharge to certain permit fees to recover the cost of the technology necessary to track, issue, and manage those permits. Funds collected through this surcharge are restricted and must be used to pay for upgrading or maintaining permitting software systems, online payment systems, cybersecurity and data protection initiatives, and other related efforts.

The City collects approximately $22,000 per year through the technology surcharge, and there is currently $101,590 in available fund balance. The proposed resolution will appropriate funding for Year 1 of this contract account number 106-7010-7011-8170-000 ($98,000) and in the Community Development Professional Services account 101-7010-7011-8170-000 ($17,486.65).

Key Performance Indicators and Strategic Plan
This item aligns Strategic Plan Priority 2. Create a Strong Economic Development Strategy to Strengthen Local Business. Specifically, task 2a. Technology Upgrade: permit software for tracking permits online and streamlining approval processes.

Attachment:
Attachment No. 1 - Resolution No. 7955 - Budget Amendment and Appropriation
Attachment No. 2 - Proposed Agreement

Attachment No. 3- Presentation

Attachment No. 1

CITY OF SOUTH PASADENA
RESOLUTION NO. 7955

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

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 access funds in the Technology Surcharge Special Fund - 106 to purchase online permitting and land management software; 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
106-7010-7011-8170-000	Technology Surcharge Special Fund	$98,000
TOTAL:		**$98,000**

SECTION 3. The funds set forth in Section 2 above, are hereby appropriated for the purchase of the online permitting and land management software.

SECTION 4. 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 5. The City Manager is further authorized to make minor adjustments and technical corrections consistent with the intent of this resolution.

SECTION 6. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED on this 19th day of November 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 19th of November 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____

Mark Perez, Acting Chief City Clerk

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

City of South Pasadena /OpenGov Inc.

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into as of November 19, 2025 by and between the City of South Pasadena, a California municipal corporation ("City"), and OpenGov, Inc. ("Consultant").

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: Software used for permit processing.

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. The Agreement Administrator shall be the principal point of contact at the City for this project. City reserves the right to change this designation upon written notice to Consultant.

3.3. "Order Form": Consultant's compensation rates are set forth in the order form attached hereto as Exhibit B and incorporated herein by this reference. This order form shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

3.4. "OpenGov MSA": Consultant's terms and conditions are attached hereto as Exhibit C. In the event of a conflict between this Agreement and the OpenGov MSA, this Agreement shall control.

3.5. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Four Hundred Eleven Thousand, Six Hundred Ten Dollars ($411,610.00).

3.6. "Commencement Date": November 19, 2025

3.7. "Termination Date": June 30, 2030

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.

5. CONSULTANT'S DUTIES

5.1. **Services**. Consultant shall perform the services identified in the Scope of Services, subject to the terms and conditions set forth in the OpenGov MSA. In the event of a conflict between this Agreement and the OpenGov MSA, this Agreement shall control. City shall have the right to request, in writing, changes in the Scope of Services in accordance with the Change Order procedure set forth in Exhibit A. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated into this Agreement. Consultant shall comply with the City's "Cloud-Enabled Services Security and Compliance Exhibit" set forth in Exhibit D when implementing the Scope of Services and/or otherwise providing the Scope of Services.

5.2. **Coordination with City**. In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.

5.3. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.

5.4. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a workmanlike manner. 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.).

5.5. **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 assign a project administrator upon execution of this Agreement and such project administrator shall have direct responsibility for management of Consultant's performance under this Agreement. Consultant shall notify City of any change in Consultant's project administrator in writing.

5.6. **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 notification to City.

5.7. **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.

5.8. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.

5.9. **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 and/or audit no more than once per calendar year during regular business hours, upon written request of City, giving at least three business days prior written notice. In no event shall such inspection and/or audit occur on systems where such inspection and/or audit may, in Consultant's sole reasonable discretion, violate its third-party confidentiality obligations. 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. RESERVED

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 Exhibit B 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 invoices for services performed as set forth in Section 7.1 of the OpenGov MSA (Exhibit C). OpenGov invoices annually in advance, as they provide software delivered as a subscription, implementing the services under a fixed-fee model.

7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Each party is responsible for the tax effects this Agreement imposes upon it. It City is tax-exempt, it will provide Consultant its tax exemption certificate.

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.

8. RESERVED

9. RESERVED

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. 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 third-party claims, losses, costs or expenses arising out of or in connection with any material breach of this Agreement due to the gross negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant in the performance of this Agreement.

11.3 **Procedures.** City shall (a) promptly give notice of a claim to Consultant, (b) give Consultant sole control of the defense and settlement of the claim, (c) provide to Consultant all available information and reasonable assistance, and (d) not compromise or settle such third-party claim.

11.4 **Sole Remedy.** The foregoing is Consultant's sole obligation and City's exclusive remedy with respect to indemnification. The indemnification obligations set forth in this Section are subject to the limitation of liability provisions of this Agreement.

11.5 **Scope of Indemnity.** 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.

11.6 **Attorneys Fees.** If the City is required to undertake the defense of a claim under this Section 11, Consultant shall pay the City's costs and expenses, and 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.

11.7 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies

are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:

- Certificate of Insurance, indicating companies with a Best's Rating of no less than A-:VII showing.
- Endorsements effecting coverage for all coverages required by this Agreement.

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

- Technology Errors and Omissions Insurance: $2,000,000 per claim

- 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
  - Medical Expense (any 1 person) $5,000.00

- 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. **Technology 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.** Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.

12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf.

12.10. **Failure to Maintain Coverage.** 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; or (2) any of the required policies are not renewed; Consultant shall provide no less than 30 days' notice of any cancellation or non-renewal 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 as soon as commercially reasonable following 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 and will waive such rights by endorsement.

12.14. **Premium Payments and Deductibles.** 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.

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). All notices to Consultant must also be sent via email to the email listed below.

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

OpenGov, Inc.
660 3rd. Street, Suite 100
San Francisco, CA 94107
legal@opengov.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), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), and Section 5 of Exhibit C (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. **Termination.** If either party materially breaches this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching party, the non-breaching party may terminate this Agreement.

16.2. **Compensation Following Termination.** Upon termination, Consultant shall be paid in full for all of the Software Services and Professional Services for the then-current annual term. 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. Consultant shall stop providing the Software Services and the Professional Services to City. With the exception of City's data, which will be deleted

45 days after termination, each party shall, upon request of the other party, return or delete any of the other party's confidential information.

16.3. **Remedies.** Both parties retain any and all available legal and equitable remedies for the other party'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. **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.

18.2. **Non-assignment.** Neither party shall delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without the other party's prior written consent, and any attempt to do so shall be void and of no effect. Notwithstanding the foregoing, either party may assign this Agreement to an affiliate or in connection with a merger, acquisition, or sale of substantially all of its assets without the other party's consent. City shall not be obligated or liable under this Agreement to any party other than Consultant.

18.3. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.

18.4. **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.

18.5. **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.

18.6. **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.

18.7. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

18.8. **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.

18.9. **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.

18.10. **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 date set forth above.

"City" City of South Pasadena	"Consultant"
By:_____ Todd Hileman City Manager	By:_____

Attest:

By:_____
Mark Perez
Acting Chief City Clerk

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

EXHIBIT A



Statement of Work

City of South Pasadena, CA

Creation Date: 10/22/2025
SoW Expiration Date:01/20/2026
Document Number: PS-10017.1
Created by: Josh Volpert

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OpenGov Statement of Work

1. Project Scope and Understanding

This Statement of Work ("SOW") outlines the Professional Services OpenGov will provide to the City of South Pasadena, CA ("Customer") under the applicable Order Form. Professional Services or technical requirements not listed in this SOW are out of scope.

2. Exhibits

The following exhibits are incorporated by reference and are part of this SOW:

2.1. Exhibit 1: Implementation Activities

2.1.1. Permitting & Licensing

2.2. Exhibit 2: Technical Requirements

2.2.1. Permitting & Licensing

3. OpenGov Responsibilities

OpenGov will provide a framework for planning, communication, progress tracking, and coordination for activities in Exhibit 1. In collaboration with Customer, OpenGov will develop and maintain the Project Plan. The "Project Plan" is a detailed, living document that defines how the project will be executed, including tasks, timelines, milestones, and team assignments. OpenGov will monitor progress against the Project Plan, coordinate adjustments to tasks and schedules as needed, and conduct status meetings as agreed to by the parties. OpenGov will provide weekly status reports, a Project Charter, and a RAID register (Risks, Actions, Issues, and Decisions). The "Project Charter" is a high-level document outlining the project's purpose, goals, key stakeholders, success criteria, and major milestones.

4. Customer Responsibilities

The Customer will appoint a primary point of contact with authority to make binding decisions ("Customer's Project Manager"). This person will coordinate internal resources, assign subject matter experts ("SMEs"), and oversee implementation. Responsibilities include attending status meetings, making timely decisions, providing requested information, escalating issues internally, and collaborating on the Project Plan and Change Order process, if applicable.

Customer acknowledges that the success of this project is contingent on its full participation. Customer must provide data within ten (10) business days of a request, maintain consistent data formats and access throughout the project, and allocate the necessary Customer resources and time to support deliverables and meet agreed-upon timelines.

5. Project Delivery

OpenGov will perform services under this SOW remotely. OpenGov may use a combination of OpenGov personnel and OpenGov-trained implementation partners to deliver the services described in this SOW.

6. Estimated Schedule

The specific timeline, including order of delivery of the suite(s), will be determined during the project planning activities in the Initiate Phase. Services are estimated to begin within two (2) weeks and no later than four (4) weeks from contract signature. OpenGov reserves the right to adjust the schedule based on the availability of Customer or OpenGov resources, and the timeliness of deliverables provided by the Customer.

7. Acceptance Procedure

OpenGov will submit completed deliverables to the Customer's Project Manager for review. Within five (5) business days of receipt, the Customer's Project Manager will either provide written acceptance or a list of requested revisions. In the event there are requested revisions, the subsequent review period for acceptance will follow the same timeline until final acceptance. If Customer does not respond within this period, the deliverable will be deemed accepted. Once a deliverable is accepted, any requested changes will require a paid Change Order.

Acceptance milestones and review timelines will be tracked in the Project Plan. Both parties acknowledge that delays in task completion or unresolved issues may impact the project timeline. If OpenGov determines in good faith that Customer is not fulfilling its responsibilities under this SOW, OpenGov may place services on hold following a minimum of five (5) business days' written notice. The notice will specify the actions needed to progress the project. During the hold period, OpenGov may reallocate resources without penalty and will not be responsible for resulting delays.

8. Modifications

The fees and estimated timeline are based on the scope and assumptions in this SOW. If either party determines that a change to the scope is necessary, the parties will collaborate to define the required modification, which may result in fee adjustments based on OpenGov's standard rates. All modifications must be documented in a written Change Order and signed by both parties ("Change Order").

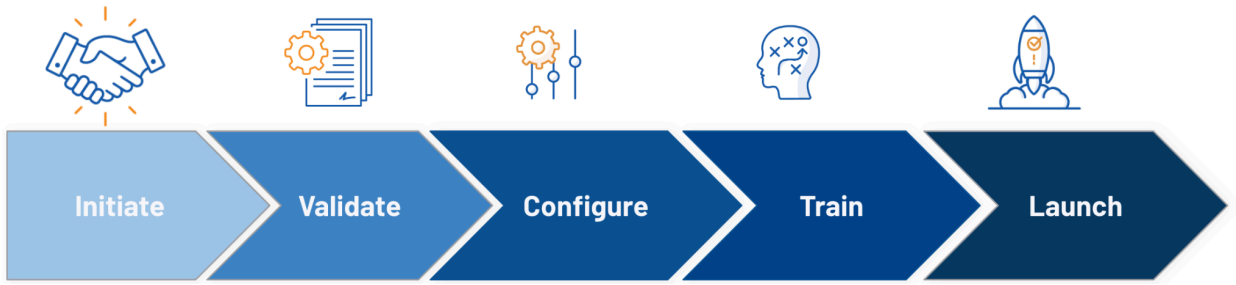
Examples of changes include revisions to the project timeline, deliverables, or resource allocation.

9. Communication and Escalation Procedure

OpenGov and Customer agree to maintain regular communication in alignment with the Project Plan to ensure progress, resolve questions promptly, and minimize risk. Both parties will raise any issues or concerns in a timely manner. If challenges are not resolved through standard project discussions, Customer and OpenGov Project Managers will escalate to their respective executive leadership teams to jointly determine a resolution and align on a path to successful implementation.

Exhibit 1: Implementation Activities

OpenGov Implementation Methodology Overview



Every OpenGov implementation follows a standardized five-phase methodology designed to ensure a structured and collaborative deployment. The phases are:

1. Initiate – OpenGov provisions access and performs initial system setup.
2. Validate – OpenGov works with the Customer to confirm requirements and review initial configurations.
3. Configure – OpenGov completes system configuration as outlined in this SOW.
4. Train – OpenGov provides training to system administrators and/or end users, as applicable.
5. Launch – OpenGov provides post-go-live support and transitions the Customer to OpenGov's Customer Success Team.

Each implementation is structured around these phases. Deliverables, sign-offs, and completion criteria are aligned to the relevant phase.

Permitting & Licensing

Use Cases for Permitting & Licensing:

- Building Permits & Inspectional Services
- Planning and Zoning Approvals
- Fire
- Public Works

Initiate

Provisioning Permitting & Licensing Platform

OpenGov will:

- OpenGov will provision Customer's OpenGov entity and verify Customer has access to all purchased modules.

Customer will:

- Confirm access to entity and modules.

Completion Criteria

- Customer verifies access to the site.

Data Initiation

OpenGov will:

- Provide the needed data and format to the customer.
- Discuss data needs for the foundational initiation of the software.
- Assign a Project Manager once the data has been collected.

Customer will:

- Provide the required data in a timely manner.

Completion Criteria

- Customer sign-off that the Integrations are complete and the data is being captured as planned.

Validate

Technical Project Review

OpenGov will:

- Provide up to one (1) one-hour working sessions at the beginning of the project to:
    - Review deliverables
    - Review technical requirements
    - Provide documentation on requirements and processes

OpenGov Assumptions:

- Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on project plan.

Configure

Record Types Deliverables

OpenGov will configure the following standard record types, including sub-types, drafts of Customer's record types in the Permitting & Licensing system including Form, Workflow, Output Document and Fees:

Building and Inspectional Services Service Area
Up to two (2) record types from the following list:
- Residential Building Permit
- Electrical Permit

Planning and Zoning Service Area
Up to two (2) record types from the following list:
- ADU Non-Historic Property
- Conditional Use Permit

Fire Service Area
Up to one (1) record types from the following list:
- Public Assembly Permit (attached)

Public Works Service Area
Up to one (1) record types from the following list:
- Encroachment Permit

Customer will:
- Attend working sessions to validate, review, and iterate upon draft records.
- Test all configured record types

Completion Criteria
- Customer sign-off that the Record Types have been configured. Sign-off will occur with each completed Record Type.

Data Deliverables

Master Address Table (MAT) Integration

OpenGov will:
- Provide a template file to be utilized by the Customer to populate MAT information.
- Import the completed template file and validate against the completed template file.

Customer will:
- Populate and validate the MAT template.

Completion Criteria
- Customer sign-off that the Master Address Table has been configured.

ESRI ArcGIS Server Integration

OpenGov will:
- Integrate with the Customer's ArcGIS public API endpoint.

Completion Criteria
- Customer sign-off on the ESRI Integration.

GIS Flag Integration

OpenGov will:

- Provide a template file to be utilized by the Customer to populate GIS Flag information.
- Import the populated template file after acceptance.
- Enable the GIS Flag Integration.

Customer will:

- Populate and validate the flag template file.

Completion Criteria

- Customer sign-off on the GIS Flag Integration.

Accounting and Finance Export

OpenGov will:

- Provide an export of financial data, based on the Customer's provided format, to the Customer's FTPS as often as nightly.

Customer will:

- Agree upon specifications prior to export.

Completion Criteria

- Customer sign-off on the Accounting and Finance Export.

Autofill Integration

OpenGov will:

- Provide up to three (3) Autofills, using source data from OpenGov or provided by the Customer.

Customer will:

- Provide the source data, if applicable.
- Agree upon specifications prior to upload.

Completion Criteria

- Customer sign-off on the Autofill Integration.

Bluebeam Studio Prime Integration

OpenGov will:

- Enable Bluebeam Studio Prime integration
- Provide instructions on how to connect Bluebeam Studio Prime.

Customer will:

- Provide Bluebeam Studio prime license(s).
- Handle licensing and training with Bluebeam directly.

Completion Criteria

- Customer sign-off on the Bluebeam Integration.

Single Sign On (SSO) Integration

OpenGov will:

- Provide the SSO enablement form.
- Implement identity provider initiated SSO for Microsoft ADFS, Microsoft Azure AD, or Okta.

Customer will:

- Complete the SSO enablement form.

- Provide the information from the identity provided required to establish SAML or HTTPS certification and add OpenGov as a new application in the identity provider.

Completion Criteria

- Customer sign-off on the SSO Integration.

Data Migration

OpenGov will:

- Perform historic data migration from Accela using flat files provided by and mapped by the customer.
- Set up historical record types, historical data will be migrated prior to the initial data load.
- Provide a report of unmatched locations
- Provide instructions for customer validation of data migration.
- Provide up to one (1) initial load, two (2) format changes, and one (1) final load.

Customer will:

- Complete the OpenGov provided data templates within three (3) weeks of request.
- Validate data deliverables within three (3) weeks of request.
- Configure Record Types to align with the Project Plan's Go Live and cutover to ensure the migration encompasses all records from the legacy system.
- Sign off prior to final data load. Additional format changes will result in a Change Order.

OpenGov Assumptions:

- Data Migration does not exceed 250,000 records.
- Data Migration does not include database backup files.
- Data Migration does not include cleansing of corrupt data, creation or linking of applicant accounts, integration of historical fees and payments into workflow or financial reports, logs of permit changes, migration of data into the workflow, permit attachments, import of contractor database, or hierarchical relationships between records.

Completion Criteria

- Customer sign-off on data prior to final data load.

Document Migration

OpenGov will:

- Migrate documents attached to either migrated permits or locations provided through a Master Address Table (MAT) integration.

OpenGov Assumptions:

- Document Migration does not exceed 1TB.

Completion Criteria

- Customer sign-off that the Document Migration has been completed.

Document Management Access

OpenGov will:

- Provide the ability for Customer to export from OpenGov and import into a third-party document management system including: listing of file names and file paths of all submitted forms, issued documents, record attachments, and record and location metadata.
- Documents will be accessible in OpenGov's Document Management Interface for 365 days from the time they are created. The Document Management Interface only provides access to documents created after the interface is enabled.

Customer will:

- Import data into the third-party system

Completion Criteria

- Customer sign-off that the Document Management Access has been provided.

Train

Administrator Training

OpenGov will:

- Provide up to twelve (12) hours of Permitting & Licensing system administrator training to enable system administrators on the following topics:
    - Setting up the public portal
    - Employee app settings
    - Creating and editing record types
    - Managing Forms
    - Editing Documents
    - Creating Workflows
    - Setting up Inspections
    - Reporting & Transparency
        - Download and upload data
        - How to create reports and dashboards
    - Mobile app

Customer will:

- Identify the relevant participants to attend each training session.

Completion Criteria

- Administrator Training has been conducted.

End User Training

OpenGov will:

- Provide up to eighteen (18) hours of end-user trainings designed for Plan Review, Inspectors, Finance Staff, etc. to cover the following topics:
    - Navigation of the system
    - Manage inbox and tasks
    - Take payments
    - Conduct inspections
    - Create records
    - Mobile app

Customer will:

- Identify the relevant participants to attend each training session.

Completion Criteria

- End User Training has been conducted.

Launch

HyperAdopt

OpenGov will:

- Provide up to eight (8) hours of HyperAdopt support from the OpenGov Project Team post Go-Live to ensure successful adoption.

Customer will:

- Identify issues and attend sessions

Completion Criteria

- Customer sign-off that the project has been completed.

Exhibit 2: Technical Requirements

Permitting & Licensing Technical Requirements

Master Address Table

- All addresses must have a unique ID
- Flat file, .csv, .xls, .xlsx, .txt with headers
- Parcels and address points recommended
- Recommended source data: Esri GIS, Alternative source options include: Assessor's database, E911

ESRI ArcGIS

- A single publicly-accessible secure ESRI REST API URL

ArcGIS Flags

- Polygon Layer(s) via ESRI REST API URL, Polylines and points are not supported
- Flags will be populated via the same Publicly-accessible secure ESRI REST API URL as provided for the ESRI ArcGIS integration.

Financial and Record Exports

- Required format (columns) and sample document

Autofills using Customer source data

- Flat file, .csv, .xls, .xlsx, .txt with headers

Bluebeam Studio Prime

- Bluebeam Studio Prime license(s)

Current application forms, workflows, fee structures, and output documents

- PDF, Word, .csv, .xls, .xlsx with headers

Historical Data

- Flat file, .csv, .xlsx with headers
- Record type and status mapping using OpenGov template

Historical Documents

- Flat file, .csv, .xlsx with headers
- One row per document. All rows must be tied back to the MAT's unique ID field and have a file path or publicly accessible URL.
- Special characters, outside of the following list, are not supported and will be removed from file names upon migration to OpenGov.
    - Alphanumeric characters
        - A-z
        - A-Z
        - 0-9

    - Special characters
        - Exclamation point (!)
        - Hyphen (-)
        - Underscore (_)
        - Period (.)
        - Asterisk (*)
        - Single quote (')
        - Open parenthesis (()
        - Close parenthesis ())

Document Management Access

- ODBC access to a Microsoft SQL Server Database view or .csv file FTPS

SSO

- SAML or HTTPS certificate, Whitelist OpenGov in Customer VPN or firewall

EXHIBIT B

OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number:	Q-11240	**Prepared By:**	Jack Coen
Created On:	11/05/2025	**Email:**	jcoen@opengov.com
Order Form Expiration:	11/30/2025	**Contract Term:**	56 Months
Subscription Start Date:	11/01/2025		
Subscription End Date:	06/30/2030		

Customer Information:

Customer:	City of South Pasadena, CA	**Contact Name:**	Erika Ramirez
Bill To/Ship To:	1414 Mission St South Pasadena, California 91030 United States	**Email:**	eramirez@southpasadenaca.gov
		Phone:	6264037222

Order Details:

Billing Frequency:	Prepaid
Payment Terms:	Net 30 Days

SOFTWARE SERVICES:

Product Name	Start Date	End Date	Annual Fee
Autofill Interface	11/01/2025	06/30/2026	$1,572.70
Bluebeam Integration	11/01/2025	06/30/2026	$1,572.27
Contractor License Verification	11/01/2025	06/30/2026	$1,247.79
Permitting & Licensing: Add-On Bundle	11/01/2025	06/30/2026	$3,851.82
Permitting and Licensing - Building Essentials With Fire	11/01/2025	06/30/2026	$23,786.63
Permitting and Licensing - Public Works Permits Additional Service Area	11/01/2025	06/30/2026	$11,590.44
Autofill Interface	07/01/2026	06/30/2027	$2,477.00

Bluebeam Integration	07/01/2026	06/30/2027	$2,476.32
Contractor License Verification	07/01/2026	06/30/2027	$1,965.27
Permitting & Licensing: Add-On Bundle	07/01/2026	06/30/2027	$6,066.59
Permitting and Licensing - Building Essentials With Fire	07/01/2026	06/30/2027	$37,463.95
Permitting and Licensing - Public Works Permits Additional Service Area	07/01/2026	06/30/2027	$18,254.95
Autofill Interface	07/01/2027	06/30/2028	$2,600.85
Bluebeam Integration	07/01/2027	06/30/2028	$2,600.14
Contractor License Verification	07/01/2027	06/30/2028	$2,063.53
Permitting & Licensing: Add-On Bundle	07/01/2027	06/30/2028	$6,369.94
Permitting and Licensing - Building Essentials With Fire	07/01/2027	06/30/2028	$39,337.14
Permitting and Licensing - Public Works Permits Additional Service Area	07/01/2027	06/30/2028	$19,167.69
Autofill Interface	07/01/2028	06/30/2029	$2,730.89
Bluebeam Integration	07/01/2028	06/30/2029	$2,730.14
Contractor License Verification	07/01/2028	06/30/2029	$2,166.71
Permitting & Licensing: Add-On Bundle	07/01/2028	06/30/2029	$6,688.44
Permitting and Licensing - Building Essentials With Fire	07/01/2028	06/30/2029	$41,303.99
Permitting and Licensing - Public Works Permits Additional Service Area	07/01/2028	06/30/2029	$20,126.08
Autofill Interface	07/01/2029	06/30/2030	$2,867.44
Bluebeam Integration	07/01/2029	06/30/2030	$2,866.65

Contractor License Verification	07/01/2029	06/30/2030	$2,275.04
Permitting & Licensing: Add-On Bundle	07/01/2029	06/30/2030	$7,022.86
Permitting and Licensing - Building Essentials With Fire	07/01/2029	06/30/2030	$43,369.19
Permitting and Licensing - Public Works Permits Additional Service Area	07/01/2029	06/30/2030	$21,132.38

PROFESSIONAL SERVICES:

Product Name	Start Date	Description	Fee
Professional Services Deployment - Prepaid	11/01/2025	Custom Deployment from OpenGov Professional Services team. Scope-dependent.	$71,865.00

Professional Services Total: $71,865.00

Customer Billing/Service Periods:

Period:	Total:
11/01/2025	$115,486.65
07/01/2026	$68,704.08
07/01/2027	$72,139.29
07/01/2028	$75,746.25
07/01/2029	$79,533.56

Order Form Legal Terms:

Fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party’s acceptance of this Agreement is conditional upon the other’s acceptance of the Agreement to the exclusion of all other terms

EXHIBIT C

OpenGov Master Services Agreement

The parties to this Master Services Agreement (this "Agreement") are OpenGov, Inc., a Delaware corporation ("OpenGov"), and the City of South Pasadena, CA ("Customer"). This Agreement, which becomes effective when fully executed (the "Effective Date"), sets forth the terms and conditions under which OpenGov will provide its products and services to Customer.

1. Definitions

1.1. "Customer Data" means the data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record), including any data transmitted through the Software Services.

1.2. "Documentation" means any written, electronic, or online materials produced by OpenGov, and made available to Customer in connection with the Software Services, including user guides, training materials, FAQs, and technical support content, but excluding Product Documentation.

1.3. "Intellectual Property Rights" means all past, present, and future intellectual property rights including those associated with works of authorship, copyrights, moral rights, trademarks, trade names, trade secrets, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

1.4. "Order Form" means the document(s) separately executed by the parties or attached as an exhibit, that specifies the Software Services and the Professional Services that OpenGov will provide to Customer. All such Order Form(s) are incorporated into this Agreement by reference.

1.5. "Product Documentation" means the technical specifications that describe the features, functionality, configuration, and intended operation of the Software Services located at https://opengov.my.site.com/support/s/agreement-product-documentation, which is incorporated into this Agreement by reference.

1.6. "Professional Services" means the implementation, configuration, training, consulting, or other professional services provided by OpenGov or its authorized partners, and identified in the applicable Statement of Work.

1.7. "Software Services" means the commercial-off-the-shelf software products and services provided by OpenGov and identified in the applicable Order Form.

1.8. "Statement of Work" or "SOW" means the document(s) separately executed by the parties or attached as an exhibit to this Agreement or any applicable Order Form, that specifies the Professional Services that OpenGov will provide to Customer. All such SOW(s) are incorporated into this Agreement by reference.

2. Software Services and Professional Services

2.1. Software Services.

2.1.1. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the Software Services.

2.1.2. Support and Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services. Customer may report issues any time; however, OpenGov will address issues during business hours. OpenGov will provide the applicable level of support in accordance with the Support and Software Service Levels located at https://opengov.com/service-sla, which is incorporated into this Agreement by reference.

2.2. Professional Services.

2.2.1. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the Professional Services, if applicable. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.

2.2.2. Travel Expenses for Professional Services. Travel expenses, if any, will be set forth in the applicable Order Form or SOW. Any additional travel expenses shall be subject to Customer's prior written approval and will be reimbursable by Customer.

3. Restrictions and Responsibilities

3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. In addition, Customer shall not, and shall not knowingly or negligently, permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services, including but not limited to load testing or stress testing; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any personal, sensitive, or personally identifiable information to OpenGov in a manner that violates Customer's obligations under the Data Processing Addendum.

3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers, third-party software systems of record, and application programming interfaces needed to connect to, access, or otherwise use the Software Services. Customer shall also be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, in accordance with industry standards, and (c) all uses of Customer user accounts by any party other than OpenGov. OpenGov is not responsible for the operation, support, or security of any third-party software, systems, or services

not provided by OpenGov.

3.3. Data Processing Addendum. To the extent OpenGov processes any Customer Data that contains personal information, personally identifiable information, or sensitive personal information on behalf of Customer in the course of providing the Software Services and Professional Services under this Agreement, the parties agree to comply with the terms of the Data Processing Addendum, located at https://opengov.com/data-processing-addendum, which is incorporated into this Agreement by reference.

4. Intellectual Property Rights; License Grants; Access to Customer Data

4.1. OpenGov's Intellectual Property Rights. OpenGov exclusively owns and retains all right, title, and interest to the Software Services, Professional Services, Documentation, and Product Documentation, including all Intellectual Property Rights therein. This includes, without limitation, all underlying technology, software, user interfaces, visual design elements (such as the "look and feel"), custom fonts, graphics, workflows, button icons, and any derivative works (e.g., enhancements, modifications, or corrections), including but not limited to those that are created in connection with or through the use of the Software Services, Professional Services, Documentation, or Product Documentation. Customer may not reproduce, modify, distribute, or create derivative works based on any part of the Software Services, in whole or in part, without OpenGov's prior written consent.

4.2. License Grant to Customer. OpenGov grants Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free license to use the Software Services, Documentation, and Product Documentation during the Term for its internal use and the purpose as described in this Agreement. No additional rights or licenses shall be deemed granted.

4.3. Customer's Intellectual Property Rights. Customer retains all right, title, and interest, including all Intellectual Property Rights, in and to Customer Data. Customer grants OpenGov and its authorized partners (such as cloud hosting providers) a non-exclusive, royalty-free license to access, use, store, edit, reformat and otherwise process Customer Data for the purpose of providing, maintaining, developing, and improving OpenGov's products and services.

4.4. Aggregated and Anonymized Data. Customer agrees that OpenGov and its authorized partners may use aggregated and anonymized data derived from Customer Data to provide, maintain, develop, and improve OpenGov's products and services, to provide general customer service support and improvements, and to perform data and usage analytics. Any insights, developments, or improvements arising from such aggregated, anonymized data shall be owned by OpenGov.

4.5. Access to Customer Data. Customer may download Customer Data from the Software Services at any time during the Term, excluding during routine software maintenance periods. For a period of 30 days after expiration of the Term, Customer may request that OpenGov complete a one-time transfer of Customer Data in a format customarily used in

the industry at OpenGov's then-current hourly rate.

4.6. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.6, upon the termination of this Agreement, Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices, which is to delete Customer Data 45 days after termination or expiration of the Agreement. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement, in accordance with the notice requirements set forth in Section 10.2.

4.7. Feedback. "Feedback" means any suggestions, comments, ideas, recommendations, usage, or other input provided by Customer to OpenGov regarding the services. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use such Feedback in the Software Services, Professional Services, Documentation and Product Documentation. OpenGov will exclusively own all right, title, and interest, including all Intellectual Property Rights, in and to any improvements, modifications, or derivative works to the Software Services, Professional Services, Documentation or Product Documentation that are based on or derived from such Feedback.

5. Confidentiality

5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, Documentation, and Product Documentation.

5.2. Confidential Information does not include information that: (a) was publicly known or becomes publicly known through no breach of this Agreement by the receiving party; (b) is required to be disclosed upon request under any applicable federal, state, or local public records laws; (c) Customer expressly directs OpenGov make publicly available; (d) was lawfully known to the receiving party without restriction on disclosure before receipt from the disclosing party; (e) is disclosed to the receiving party by a third party who has the right to make such disclosure without restriction; or (f) is independently developed by the receiving party without access to the disclosing party's Confidential Information.

5.3. Each party agrees to use the other's Confidential Information only in connection with this Agreement. Each party further agrees to protect the other party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a party is required to disclose Confidential Information by law, subpoena, or court order, it must, to the extent legally permitted, promptly notify the other party in writing prior to the disclosure to give the other party an opportunity to oppose or limit the disclosure.

6. Term and Termination

6.1. Agreement Term. This Agreement begins on the Effective Date and will remain in effect until the termination or expiration of all active Order Forms entered into under this Agreement ("Term"), unless earlier terminated pursuant to this Section 6.

6.2. Renewal. Unless the parties enter into a new Order Form to renew the Agreement for an additional period of no less than one year ("Renewal Term"), this Agreement shall terminate at the end of the applicable initial term or Renewal Term.

6.3. Termination for Cause. If either party materially breaches this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching party, the non-breaching party may terminate this Agreement.

6.4. Termination for Non-Appropriation. If required by applicable law, Customer may terminate this Agreement if it does not appropriate funds for a future fiscal year. In order to terminate for non-appropriation, Customer must provide at least 30 days' prior written notice, provided it is after the first full year of the Agreement. Obligations to pay fees are non-cancelable, and payments are non-refundable. This section may not be used as a substitute for termination for convenience.

6.5. Effect of Termination. Upon termination of this Agreement pursuant to Section 6: (a) Customer shall pay in full for all of the Software Services and Professional Services for the then-current annual term; (b) OpenGov shall stop providing the Software Services and the Professional Services to Customer; and (c) with the exception of Customer Data, the return and deletion of which are addressed in Section 4, each party shall, upon request of the other party, return or delete any of the other party's Confidential Information.

7. Payment of Fees

7.1. Fees; Invoicing; Payment; Expenses.

7.1.1. Fees. Fees for the Software Services and Professional Services are set forth in the applicable Order Form, and OpenGov will invoice Customer accordingly. Customer agrees to pay invoices within 30 days of receipt. Invoices are deemed received when OpenGov emails them to Customer's designated billing contact. Obligations to pay fees are non-cancelable, and payments are non-refundable, except as expressly provided in Sections 8.1.2 and 8.1.3.

7.1.2. Annual Software Price Adjustment. OpenGov shall increase the fees for the Software Services during any Renewal Term by 5% each year or as otherwise agreed upon in the applicable renewal Order Form.

7.1.3. Travel Expenses. OpenGov will invoice Customer for travel expenses provided in the SOW or Order Form as they are incurred. Customer shall pay all such valid invoices within 30 days of receipt of invoice. Receipts shall be provided for the travel expenses listed on the invoice.

7.2. Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law: (a) Customer will owe a late interest penalty of

the maximum rate permitted by law; and (b) if Customer's account remains delinquent (with respect to payment of an undisputed invoice) for 10 days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to 90 days to pursue good faith negotiations before pursuing termination in accordance with Section 6.3. Customer will continue to incur and owe all applicable fees irrespective of any such service suspension based on such Customer's delinquency.

7.3. Taxes. Each party is responsible for the tax effects this Agreement imposes upon it. If Customer is tax-exempt, it will provide OpenGov its tax exemption certificate.

8. Representations and Warranties; Disclaimer

8.1. By OpenGov.

8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.

8.1.2. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, OpenGov will re-perform the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of the completion of the Professional Services pursuant to the applicable SOW to receive such warranty remedies.

8.1.3. Software Services Warranty. OpenGov further represents and warrants that for the Term, the Software Services will perform in all material respects in accordance with the then-current Product Documentation. The foregoing warranty does not apply to (a) any Software Services that have been used in a manner other than as set forth in this Agreement, or (b) any pre-release features, functionality, or beta software services that Customer elects to use in the beta phase of development. For any breach of the Software Services warranty, OpenGov will repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted. If OpenGov is unable to do so, Customer may terminate the Agreement and will be entitled to a refund of the pre-paid, unused portion of the fees from the date of the discovery of the defect. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of Customer discovering the defect to receive such warranty remedies.

8.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement and (b) OpenGov's use of Customer Data pursuant to this Agreement will not infringe, violate or misappropriate Intellectual Property Rights of any third party.

8.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

9.1. By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO OPENGOV FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims arising out of fraud or willful misconduct by either party; (b) either party's infringement of the other party's Intellectual Property Rights; (c) breach of obligations under Section 3.1; and (d) payment obligations under this Agreement.

9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply.

10. Miscellaneous

10.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. For notices required by the Agreement the parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: legal@opengov.com with a mailed copy to OpenGov, Inc., 660 3rd Street, Suite 100, San Francisco, CA 94107.

10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or

provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.

10.4. Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5. Force Majeure. Neither party will be liable for any delay or failure to perform its obligations under this Agreement, due to any events beyond its reasonable control, including but not limited to acts of god, acts of governmental authority, war, riot, labor disputes, failures of performance by any third-party services, utilities, or equipment failures, or any other events beyond the party's reasonable control. Notwithstanding the foregoing, Customer shall remain obligated to perform its obligations under Section 7.1.1.

10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

10.7. Survival. The following sections of this Agreement shall survive termination or expiration: Section 5 (Confidentiality), Section 7 (Payment of Fees), Section 4.6 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability), and Section 10 (Miscellaneous).

10.8. Assignment. There are no third-party beneficiaries to this Agreement. Neither party may assign, or otherwise transfer this Agreement without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.

10.9. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.

10.10. Governing Law and Jurisdiction. This Agreement will be governed by the laws of Customer's jurisdiction, without regard to conflict of laws principles. The parties submit

to personal jurisdiction and venue in the courts of Customer's jurisdiction.

10.11. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any additional or different terms in a purchase order or click-through agreement are expressly rejected by the parties and are void. Any modification to this Agreement must be in writing and signed by an authorized representative of each party. No third parties are authorized to modify this Agreement. If there is a conflict between this Agreement and any other attached or incorporated document, the terms of this Agreement will control unless expressly stated otherwise.

EXHIBIT D

City of South Pasadena

Cloud-Enabled Services Security and Compliance Requirements Exhibit

1. Purpose

The purpose of this section is to establish minimum cybersecurity and data protection requirements for all cloud-enabled services procured by the City of South Pasadena. These requirements ensure that vendors handling City data maintain security controls equivalent to those defined by the Government Risk and Authorization Management Program (GovRAMP) for the appropriate impact level.

2. Applicability

These requirements apply to all vendors, contractors, and service providers offering software-as-a-service (SaaS), platform-as-a-service (PaaS), infrastructure-as-a-service (IaaS), or any other hosted, managed, or cloud-based technology solution that stores, processes, or transmits City data.

3. Security Framework and Compliance Standards

1. Vendors shall maintain information security controls equivalent to or exceeding the standards established by:

- GovRAMP Moderate baseline (based on NIST SP 800-53 Rev. 5), or

- An equivalent framework, such as FedRAMP, ISO/IEC 27001, SOC 2 Type II, or CIS Controls v8, provided the vendor can demonstrate comparable control coverage.

2. Vendors holding current GovRAMP status (Core, Ready, Provisionally Authorized, or Authorized) shall disclose:

- Status and impact level,

- Date awarded or renewed,

- Product or service name listed on the GovRAMP Authorized Product List (APL).

3. Vendors without a formal GovRAMP designation must provide evidence demonstrating equivalent compliance as defined in Section 4.

4. Required Security Documentation

Vendors not formally authorized under GovRAMP shall submit the following security artifacts as soon as commercially possible:

1. Vulnerability Scan or Penetration Test Reports – from the past 12 months, with remediation status for critical findings.
2. Continuous Monitoring and Patch Management Plan – describing how vulnerabilities and system changes are monitored and corrected.
3. Incident Response and Breach Notification Plan – outlining procedures for reporting, containment, and recovery.
4. Third-Party Audit or Certification Reports – including any ISO, SOC, or equivalent certifications relevant to the service provided.

5. Continuous Compliance Requirements

1. During the contract term, the vendor shall maintain security controls and practices at or above the level submitted and approved.
2. Provide updated versions of the documents listed in Section 4 upon request or at least annually.
3. Notify the City within five (5) business days of any confirmed breach.

6. Right to Audit and Verification

1. The City reserves the right to review or audit vendor compliance with these requirements no more than once in any 12-month period during the contract period.
2. Audits may include review of security documentation and interviews with vendor security personnel. Audits will be conducted in a manner designed to minimize operational disruption to Vendor and shall be limited to review of evidence, documentation, and non-disruptive discussion.
3. The vendor shall cooperate reasonably and in good faith with City staff or mutually-agreed to third-party auditors and provide reasonable access to security documentation, subject to confidentiality agreements.

7. Data Management, Retention, and Destruction

1. All data generated, stored, or processed on behalf of the City remains the property of the City of South Pasadena. The vendor acts solely as a custodian of this data and shall not assert ownership, lien, or any other rights to such data under any circumstances except as outlined in the Agreement.
2. Vendor shall not relocate, replicate, or transfer City data outside the continental United States without prior written consent from the City.

Notwithstanding the foregoing, limited, controlled remote access to City Data by authorized Vendor personnel located outside the continental United States may be required for support, troubleshooting, maintenance, or other operational purposes. Any such access will be strictly controlled, logged, limited to least-privilege, subject to MFA and encryption in transit, and covered by the same confidentiality and security obligations in the Agreement. Vendor shall require personnel accessing City Data offshore to meet background-check and training standards equivalent to onshore personnel.

3. Vendor shall implement encryption for all City data:
   - At rest: AES-256 or stronger
   - In transit: TLS 1.2 or higher
4. Vendor shall ensure proper logical and/or physical segregation of City data from that of other customers or tenants.
5. These controls shall align with NIST SP 800-53 Rev. 5 (SC-12, SC-13, MP-5) and CIS Controls v8 (Safeguards 3.4 – 3.11).
6. The vendor shall ensure that any subcontractor or cloud service provider storing or processing City data adheres to the same data-retention and destruction requirements defined herein and shall maintain written evidence of compliance or attestation.
7. If the City issues a litigation hold, public-records retention order, or similar directive, the vendor shall immediately suspend any deletion of relevant data until the City provides written release. The vendor shall cooperate with the City to ensure data preservation, indexing, and retrieval in accordance with NIST SP 800-53 Rev. 5 (AU-11 and MP-6) and applicable California records-retention laws.
8. The City reserves the right to execute an NDA with a contractor to request a contractor's SOC 2.

8. Termination, Remedies, and Cybersecurity Insurance

1. Failure to maintain the required security posture, provide timely notification of incidents, or remediate identified deficiencies shall constitute a material breach of contract.
2. The City may, at its discretion:

   - Require submission and approval of a corrective action plan,
   - Suspend or terminate the Agreement in accordance with the termination provisions of this Agreement.

3. Vendor shall indemnify and hold harmless the City, its officers, employees, and agents against any and all third-party costs, damages, liabilities, or claims arising from data breaches, cybersecurity incidents, or failures of security controls attributable to vendor gross negligence or willful misconduct.
4. Vendor shall provide proof of active coverage (certificate of insurance or equivalent documentation) upon contract execution and annually thereafter, or upon renewal or modification of the policy.

9. Optional Enhancement: Preferred Vendors

Vendors demonstrating an active GovRAMP, FedRAMP, or ISO/IEC 27001 certification will receive preferred consideration during evaluation, provided pricing and functionality are comparable.

10. References

1. NIST SP 800-53 Rev. 5 — Security and Privacy Controls for Information Systems and Organizations
2. GovRAMP Program Management Office — Authorized Product List and Core Requirements
3. CIS Controls v8 — Center for Internet Security
4. ISO/IEC 27001 — Information Security Management Systems Requirements
5. NIST SP 800-88 Rev. 1 — Guidelines for Media Sanitization

City Council Agenda Report

ITEM NO. 14

DATE: November 19, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Erika Ramirez, Community Development Director

SUBJECT: **CONSIDERATION OF ADOPTION OF RESOLUTION NO. 7956 ADOPTING THE PUBLIC ART POLICY HANDBOOK RELATED TO THE ADMINISTRATION, IMPLEMENTATION AND MAINTENANCE OF THE CITY'S PUBLIC ART PROGRAM**

Recommendation

It is recommended that the City Council adopt Resolution No 7956 adopting the Public Art Policy Handbook.

Executive Summary

South Pasadena is recognized for its historic character, strong community identity, and commitment to preserving and enhancing its cultural resources. The City's Public Art Program embodies this commitment by integrating art into public and private development, encouraging voluntary contributions, and creating opportunities for residents and visitors to engage with art in everyday settings.

The Public Art Policy Handbook consolidates existing City policies and procedures into a single, user-friendly reference document. It provides clear guidance for the City Council, Public Art Commission, and staff on implementing, administering, and maintaining the Public Art Program. The handbook aligns with adopted municipal code provisions and reflects best practices for artist selection, artwork criteria, public and private property installations, and management of the City's Municipal Art Collection.

Adoption of this handbook will ensure consistency, transparency, and accountability in public art decision-making, while advancing the City's broader cultural and community development goals.

Background

The Public Art Commission ("Commission") was formally established on November 17, 2018. Its responsibilities are set forth in the South Pasadena Municipal Code (SPMC) Section 2.79-8 as:

(a) To act in an advisory capacity to the city council in all matters pertaining to public art or art in public places;
(b) To review and approve proposed public art projects associated with the city's Civic Center Art Gallery, public art program, and public art development fee; and
(c) To provide policy recommendations on public art projects and programs as directed by

the city manager or the city council, including but not limited to artwork placed in public places or incorporated into public buildings, art education programs, or art display programs or performances.

The Public Art Commission also carries out the following duties pertaining to the Public Art Program as set forth in SPMC Section 36.390.060:

- Review procedures for the selection of locations for public art displays.
- Review and approve the selection of artwork to be purchased or commissioned.
- Review and approve proposed public artwork for City facilities or public places.
- Review the selection of public performers and public art displays for the Public Art Program.
- Review Public Art Concept Approval applications for on-site development projects. Review Final Art Plan Approval applications for on-site development projects.

Under SPMC Section 36.390.020(E), *Public Art* is defined as any artwork installed on private property in a publicly accessible location as established by the public art program or artwork displayed on City-owned facilities. "Publicly accessible" refers to an area open to the general public and clearly visible from an adjacent public property such as a sidewalk or street.

In 2023, the Commission formed an ad-hoc subcommittee consisting of Commissioners Annalee Andres and Kris Kuramitsu to research best practices and draft guidelines tailored to South Pasadena's Public Art Program. This effort was consistent with the Commission's 2022-2023 Work Plan. The subcommittee's work spanned 2023-2025 and resulted in three memoranda to the Community Development Department, dated February 27, 2023; September 6, 2023; and March 29, 2025. These memoranda provided research on adopted policies from other cities, draft guidelines on topics such as murals, artist selection, and donations or gifts, and recommendations for evaluating proposed artwork. The findings and recommendations contained in these memoranda form the foundation of the proposed handbook.

Following multiple rounds of review and refinement, the Public Art Commission considered the draft handbook at its September 29 and October 27, 2025 meetings. The first review was focused on providing feedback and edits to the draft, and the second meeting resulted in a formal recommendation that the City Council adopt the handbook to guide the implementation of the Public Art Program.

Analysis

The purpose of a Public Art Handbook (Handbook) is to provide clear, consistent guidance for planning, selecting, installing, and maintaining public art, ensuring that projects align with the community’s vision, land-use policies, and development standards. It establishes transparent procedures for developers, artists, and staff; strengthens integration of art into private and public projects; and promotes high-quality, context-sensitive artwork that enhances the public realm. By documenting best practices and expectations, the handbook supports efficient project review, fosters collaboration, and helps the City achieve a cohesive, well-managed public art program that contributes to community identity and placemaking.

The proposed Handbook is the result of research, discussion, and review by the Public Art Commission since 2023. The proposed Handbook is organized into seven sections, as outlined below:

- About this Document: Sets the expectations for how the document is to be used.
- Purpose and Objectives: Describes the purpose and objectives of the City's Public Art Program.
- City and Commission Roles and Responsibilities: Clarifies the functions of the City Council, Public Art Commission, and City staff.
  Public Art Criteria: Defines eligibility, artistic standards, and evaluation factors, and recognition requirements.
- Public Art on Public Property: Establishes procedures for selecting sites and artists for City-owned locations, including solicitation and RFP processes.
- Public Art on Private Property: Outlines requirements for both development projects subject to the Public Art Development Fee and voluntary installations on privately owned, publicly visible sites.
- Municipal Art Collection: Establishes standards for accessioning, deaccessioning, donations, and maintenance of the City's permanent collection.

The proposed Handbook reflects the Commission's vision for a comprehensive, consistent, and flexible framework that encourages collaboration between artists, developers, and the community while maintaining high aesthetic standards and civic integrity.

Fiscal Impact
Funding for the development of the public art handbook is included in the Fiscal Year 2025-2026 Adopted Budget in account number 7010-7011 Salaries – Permanent, as the Public Art Commission liaison is included in the Community Development Department's responsibility.

Funding to fund public art projects is included in the Fiscal Year 2025-2026 Adopted Budget in Special Revenue Fund account number 296.

Key Performance Indicators and Strategic Plan
Adoption of the policy handbook will establish a clear process for evaluation and approving future public art projects.

Commission Review and Recommendation
During the Public Art Commission meetings of September 29 and October 27, 2025 the Public Art Commission reviewed the draft handbook and discussed the section addressing *voluntary public art on private property.* The Commission was adamant that requiring the review and approval for voluntary artwork would constitute an overreach of its authority and could discourage community participation. Commissioners expressed a strong desire to promote artistic expression and make it easier for property owners to display art visible to the public. In response, staff revised the Voluntary Public Art section to reflect the Commission's direction. The proposed handbook now clarifies that property owners are encouraged, but not required, to present voluntary artwork to the Commission for feedback. Additionally, the subsection previously titled "Review and Approval" has been renamed to "Optional Review Process" to better align with the Commission's direction and intent to support greater accessibility and creativity in the display of public art.

Public Notification
This item was included in the November 19, 2025, City Council agenda packet. The agenda was posted at City Hall and agenda packet was published on the City's website on Thursday, November 13, 2025.

Environmental Analysis
Adoption of the Public Art Policy Handbook is exempt from environmental review in accordance with the California Environmental Quality Act (CEQA) under the general rule contained in Section 15061(b)(3). This action involves implementing a City ordinance and will not result in any direct or indirect physical changes to the environment.

Attachment:
Attachment No. 1 - Resolution No. 7956
Attachment No. 2 - Presentation

CITY OF SOUTH PASADENA
RESOLUTION NO. 7956

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ADOPTING A PUBLIC ART POLICY HANDBOOK TO IMPLEMENT, ADMINISTER, AND MAINTAIN THE CITY'S PUBLIC ART PROGRAM

WHEREAS, on October 3, 2018, the City Council adopted Resolution No. 2325 declaring South Pasadena a Creative and Innovative City; and

WHEREAS, on October 17, 2018, the City Council adopted Ordinance No. 2325 establishing a Public Art Development Fee Program and Ordinance No. 2326 creating the Public Art Commission; and

WHEREAS, in 2023, the Public Art Commission formed an ad hoc committee to research best practices and prepare a Public Art Policy Handbook; and

WHEREAS, on October 27, 2025, the Public Art Commission made a motion to recommend the City Council adopt the Public Art Handbook.

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 adopts the Public Art Policy Handbook attached hereto as Exhibit A.

SECTION 2. The City Clerk shall certify to the adoption of this Resolution and shall cause a certified resolution to be filed.

PASSED, APPROVED AND ADOPTED on this 19th day of November 2025.

_____
Janet Braun, Mayor

ATTEST: **APPROVED AS TO FORM:**

Mark Perez, Acting Chief City Clerk 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 19th of November 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Mark Perez, Acting Chief City Clerk

EXHIBIT A

PUBLIC ART POLICY HANDBOOK

City of SOUTH PASADENA

PUBLIC ART
POLICY HANDBOOK



"Roots and Foundations" by Deborah van der Zaag

Adopted _____ 2025

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About This Document

South Pasadena is a city known for its historic character, strong community identity, and commitment to preserving and enhancing its cultural resources. The City's Public Art Program reflects this commitment by integrating public art into new development projects, encouraging donations of artwork, and providing opportunities for residents and visitors to engage with art in public spaces.

The purpose of this document is to provide a consolidated and comprehensive set of policies and guidelines for the Public Art Program. It will support the Public Art Commission, City Council, and City staff in their decision-making by offering clear guidance and tools to continue building a public art collection that enhances South Pasadena's built environment and enriches the community's cultural life. Policies set forth in this handbook are based on national best practices but adapted to the specific needs and circumstances of South Pasadena and its public art program.

Public Art Program Purpose and Objectives

The South Pasadena Public Art Program, adopted in 2018, is a program commissioned through a percent-for-art requirement. On October 3, 2018, the City Council approved Resolution No. 7579, declaring South Pasadena a "Creative and Innovative City" and establishing the Public Art Program with the purpose of promoting cultural experiences, increasing economic development, and enhancing the general welfare and quality of life in the community. On October 17, 2018, the City Council adopted Ordinance No. 2325, establishing the Public Art Development Fee Program, and Ordinance No. 2326, creating the Public Art Commission.

The purpose of the Public Art Program is to promote cultural experiences, increase economic development, and enhance the general welfare and quality of life in the community. The Public Art Program will achieve this purpose through the exhibition of high-quality artwork and the creation of programs that promote art to the general public. (36.390.010)

- **Objective 1:** Foster public and private partnerships for providing arts and cultural programs
- **Objective 2:** Promote access for the public to the highest quality arts opportunities possible
- **Objective 3:** Promote the work of artists and arts groups and celebrate the city for its diversity, creativity, and innovation
- **Objective 4:** Encourage the provision of cultural and artistic facilities and features in commercial construction

Commission and City Roles and Responsibilities

South Pasadena City Council

- Approve or accept projects funded from the Public Art Program Fund. (36.390.060)
- Accept ownership of artwork purchased or created from the Public Art Program Fund. (36.390.070)

- Approve removal or alteration of public artwork on private property that satisfies the public art requirement. (36.395.090)

South Pasadena Public Art Commission

The five-member Public Art Commission was created as a body to fulfill the following responsibilities:

- Act in an advisory capacity to the city council in all matters pertaining to public art or art in public places;
- Review and approve proposed public art projects associated with the city's Civic Center Art Gallery, public art program, and public art development fee; and
- Provide policy recommendations on public art projects and programs as directed by the city manager or the city council, including but not limited to artwork placed in public places or incorporated into public buildings, art education programs, or art display programs or performances. (2.79-8)

In addition, the Public Art Commission carries out the following duties pertaining to the public art projects:

- Review procedures for the selection of locations for public art displays. (36.390.060)
- Review and approve the selection of artwork to be purchased or commissioned. (36.390.060)
- Review and approve proposed public artwork for City facilities or public places. (36.390.050)
- Review the selection of public performers and public art displays for the Public Art Program. (36.390.060)
- Review public art applications for on-site development projects. (36.395.070)

South Pasadena City Staff

The responsibility of public art is shared between many of the departments in the City. Members of the Community Development, Community Services, Finance, Library Services or Public Works Department may each have a hand in being responsible for the establishment or maintenance of public art depending on the task or location. The main tasks or responsibilities include but are not limited to:

- Processing public art applications.
- Establish and maintain the Public Art Program Fund as a separate account. (36.390.040)
- Ensure Public Art Fund is not used for general governmental purposes. (36.390.040)
- Determine building valuation (by the Building Official) for calculating Public Art Development Fees and inform the Public Art Commission of Public Art Development Fees. (36.390.020(B))

- Collect Public Art Development Fees in two installments tied to permits and occupancy. (36.395.040(b)(1))

- Ensure no building permit, final inspection, or certificate of occupancy is issued without compliance with Public Art Development requirements. (36.395.040(B)(2))

- Develop an annual Public Art workplan for review and approval by the Public Art Commission and City Council.

Public Art Criteria

Definitions

For the purposes of this handbook, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

- **"Accession"** means acceptance of an artwork into the City's Municipal Art Collection.

- **"Artwork"** means an original creation of physical art by an artist; and includes but is not limited to a fountain, mobile, mosaic, mural, painting, sculpture, or tapestry. Artwork may be realized through media including but not limited to bronze, ceramic tile, concrete, stained glass, steel, or wood. An artwork shall not include objects that are mass produced with a standard design, signage, or landscape gardening.

- **"Building valuation"** means the value computed by the Building Official using the latest building valuation data as set forth by the International Conference of Building Officials.

- **"Deaccessioning"** means the process of removing artwork from the Municipal Art Collection.

- **"Development project"** means a new residential development of four or more units, a new commercial or industrial building project with a building valuation exceeding $500,000 as determined by the Building Official, any remodeling project of an existing commercial or industrial building, and any residential building of four or more units or complex of four or more units when the nonexempt portion of the remodeling project has a building valuation exceeding $250,000 as determined by the Building Official.

- **"Mural"** means the large-scale artwork (e.g., painting, mosaic, fresco, or other permanent artwork) attached to or applied directly to the exterior of a structure. A mural is a pictorial representation or design intended to reflect a thematic or artistic expressionism.

- **"Permanent artwork"** means artwork intended for long-term installation (generally over 12 months), maintained to City standards.

- **"Public art"** means any artwork installed on private property in a publicly accessible location as established by the public art program or artwork displayed on City-owned facilities.

- **"Public art development fee"** means a fee paid to the City's public art fund by a development project applicant in an amount equal to one and one-half percent of the total building valuation for the project excluding land acquisition, off-site improvement expenses, interior improvements, parking facilities, and public facilities.

- **"Publicly accessible"** means located on an area open to the general public and clearly visible from an adjacent public property such as a sidewalk or street. (Ord. No. 2325 § 1 (part), 2018.)

Artists and Artwork

The following criteria should be referenced and applied when selecting a specific artist or artwork.

- Qualifications: Artists shall be selected based on their qualifications as demonstrated by past work and the appropriateness of their concepts to the project. Of highest priority are the design capabilities of the artist and the inherent quality of artwork.

- Artistic Excellence: Artwork shall demonstrate a mastery of skills and techniques, communication of unique vision or perspective and professional approach to process and presentation and a significant body of work.

- Media, Style and Diversity: All forms of public art shall be considered, subject to any requirements set forth by the project solicitation. Artists whose artworks are representative of all schools, styles and tastes shall be considered. The program shall also strive for an equitable distribution of artworks throughout the City.

- Appropriateness to site: Artwork designs shall be appropriate in scale material, form and content for the immediate social and physical environments to which they relate.

- Durability: Consideration shall be given to structural and surface integrity, permanence and protection of the proposed artwork against theft, vandalism, weathering, excessive maintenance, repair costs and extreme weather events. Durability shall be defined in relation to the intended lifespan of the project, varying according to whether the artwork is intended to be installed permanently or temporarily.

- Historic Significance: If the proposed artwork includes an historic element, it shall reflect the history of and character of the Southern California region.

- Visual Access: The proposed artwork will be readily visible to the public and meet the location requirements of the project.

- Community Values: While free artistic expression shall be encouraged, consideration must be given to the appropriateness of works of art in the context of local community and social values.

- Public Liability: Public safety concerns and the potential for liability shall be assessed and considered when selecting artwork.

- Maintenance: The proposed art will not require extraordinary maintenance and the maintenance plan addresses vandalism, weathering, natural disaster, and the life of the artwork.

- Location: The proposed location of the artwork is in a public place that is appropriate to accommodate the size and scale of the proposed artwork has and can reasonably accommodate any necessary supporting infrastructure, and follows applicable City Code requirements.

Eligible Artworks

The Public Art Program will include the broadest definition of art and will encourage imaginative interpretations of all media. The following are acceptable forms of artwork considered consistent with the SPMC definition.

Permanent Artwork Examples

Physical artwork by an artist may include, but is not limited to:

- Fountain
- Mobile
- Mosaic
- Mural
- Painting
- Photography

Artwork may be realized through a variety of mediums that may include, but are not limited to:

- Bronze
- Ceramic Tile
- Concrete
- Stained Glass
- Steel
- Wood

Artwork shall not include objects that are mass-produced with a standard design, reproduction of original artwork, signage, decorative/ornamental elements of functional components of a building designed by the architect, historic/architectural elements of a building façade, or landscape gardening.

Cultural Programming/Performances

Cultural programming or performances created from the Public Art Fund may include, but is not limited to:

- Performing Arts: Dance, music, theater
- Literary Arts: Poetry readings, storytelling
- Media Arts: Film, video, screenings and installations
- Education: Lectures, presentations, and hands-on experiences
- Special Events: Art performances or display programs during special events

Facilities

On-site art spaces or cultural facilities may include, but are not limited to:

- Artists studios or rehearsal spaces
- Exhibition spaces, theater/performance space, media arts space

Ineligible Artwork is made from objects that are mass-produced with a standard design, reproduction of an original artwork, signage, decorative/ornamental elements of functional components of a building designed by the architect, historic/architectural elements of a building façade, landscape gardening or commercial signage.

Artist Recognition

The City of South Pasadena affirms that recognition of the artist is an essential component of all public art projects. All approved artworks—regardless of location on public or private property—shall include visible and permanent credit identifying the artist.

Artist recognition shall be incorporated into all project-related materials, media, and public communications, including dedication ceremonies, publications, press releases, interpretive signage, and City-managed digital platforms.

For artworks located on public property, the City shall install and maintain a permanent recognition such as a plague or marker near the artwork identifying, at a minimum, the artist's name, title of the work, year of completion, and medium. The design and placement of the plaque shall be coordinated with the artist and approved by the City Council.

For artworks located on private property that are required or approved through the City's Public Art Program, the property owner shall be responsible for installing and maintaining a permanent recognition consistent with the standards herein. The recognition shall include the artist's name, title of the work, year of completion, and medium, and its location and design shall be reviewed by City staff or the Public Art Commission for approval.

Where appropriate, interpretive signage may also include information about the artist's concept, materials, or creative process to enhance public appreciation and understanding.

The City shall ensure that all artworks—whether on public or private property—are properly credited in the official documentation of the Municipal Art Collection, including inventories, catalogues, online databases, and maintenance records.

In the case of collaborative or design team projects, all principal artists shall receive equal recognition.

The City shall make reasonable efforts to involve artists in dedication events, unveiling ceremonies, and educational programs related to their work, thereby fostering continued engagement between artists and the community.

Public Art on Public Property

When the City seeks to commission or otherwise install a work of art on publicly owned property a transparent and inclusive public process will be followed to ensure that the artwork is suitable for the location and reflects the community's values, vision, and character. This process is designed to provide opportunities for public input as it relates to the selection of the artist or artwork to uphold the City's standards for quality civic engagement. The steps outlined below describe the guidelines by which the City identifies suitable sites, solicits proposals, reviews submissions, and selects an artist or artwork for installation on public property.

Site Criteria

The City Council has the discretion and authority to designate locations on public property where public art may be installed. Recommendations for potential sites may be submitted by Commission or City staff for the Council's consideration. In some cases, the location of a public artwork may be predetermined by the requirements of a grant, donation, or other funding source. For optional or discretionary sites, the Council should consider factors such as public visibility, context, community impact, safety, infrastructure, thematic opportunities and potential partnerships. These are described in more detail below.

1. Visibility and Accessibility
    - Highly visible to the public (pedestrians, bicyclists, transit riders, and/or drivers)
    - Located in areas with strong pedestrian activity, such as downtown, parks, plazas or transit hubs.
    - Accessible to people of all ages and abilities (ADA-compliant sites, safe pedestrian crossing, adequate lighting).

2. Context and Integration
    - Compatible with surrounding land use (residential, commercial, institutional).
    - Opportunities to integrate with existing architecture, landscape or infrastructure improvements.
    - Enhances the character, identity, and sense of place of the neighborhood or district.

3. Community Impact
    - Located in underserved or underrepresented neighborhoods to ensure equitable distribution of public art.
    - Potential to activate underutilized or overlooked spaces (e.g., alleys, vacant lots, transit corridors).
    - Creates opportunities for cultural storytelling, local history, or indigenous/heritage recognition.

4. Safety and Maintenance
    - Site does not obstruct visibility for traffic or emergency access.
    - Allows for safe installation, viewing, and ongoing maintenance.
    - Durable enough for environmental conditions (outdoor weather, seismic activity, etc.).
    - Consideration for long-term maintenance and ownership responsibilities.

5. Infrastructure and Feasibility
    - Adequate structural capacity (walls, plazas, medians, utility boxes, etc.) for artworks.
    - Availability of electricity or water if needed (for lighting, interactive works, or fountains).
    - Sufficient space for installation equipment during construction/placement.
    - Cost-effective installation and lifecycle maintenance.

6. Thematic Opportunities
    - Sites that align with city goals (e.g., climate action, sustainability, historic preservation, cultural heritage, diversity, youth engagement).
    - Places where art can complement other city investments (streetscape improvements, redevelopment areas, parks master plans).
    - Opportunities to create a “network” or “trail” of public art across the city, enhancing tourism and local pride.

7. Partnership Potential
    - Sites that allow collaboration with private property owners, developers, or institutions (universities, hospitals, museums).
    - Opportunities for co-funding or partnerships with transit agencies, utilities, or cultural organizations.

Solicitation

When the City seeks to commission public art on public property, artists or artwork may be solicited one of three selection methods: open selection, limited selection or direct (sole source) selection. The appropriate method will be determined based on project scope, schedule, budget and specific artist requirements.

OPEN SELECTION

Open selection provides an opportunity for any qualified artist to submit qualifications or proposals and is therefore the preferred method of selection (see RFP section below). Typically, a written notice is issued summarizing the project, qualifications sought, proposal requirements, evaluation criteria, and project schedule. Open selections are strongly encouraged for large projects or projects of significance to the city. After a review of submitted materials, and a follow-up interview for finalists, an artist is selected for the commission. Where there is an on-going need for artists for a certain category of project, a shortlist may be assembled and will remain active for a fixed period of time.

LIMITED SELECTION

The limited or invitational selection method involves identifying a small pool of qualified artists who are invited to submit proposals for consideration. The selection panel or staff compiles this list based on demonstrated experience, artistic merit, and relevance to the project's goals.

This method is most appropriate for smaller projects with limited budgets that cannot support the cost of a fully open process, or when specialized experience or skills are required to address a unique site or theme.

DIRECT SELECTION

The direct or sole source selection method involves identifying and contracting with a single artist without soliciting competitive proposals. This approach should be used sparingly and only when an artist possesses unique qualifications or when project circumstances (e.g., site integration, time constraints, or continuity with an existing project) clearly justify it. Use of the direct selection method must be justified in writing and approved by the City Manager.

Request for Proposals

A Request for Proposals (RFP) is the City's primary method for soliciting artists or artworks under the open or limited selection described above. It is used when a project site and parameters are well-defined or when the City wishes to evaluate specific artistic concepts prior to selection. RFPs encourage creative competition and provide opportunities for both emerging and established artists to participate.

Each RFP shall be clearly structured to communicate the purpose, expectations, and requirements of the project. A typical RFP includes the following components, organized as follows:

1. Project Overview
    - Project Description and Goals: Summary of the project, its objectives, and the desired artistic outcomes.
    - Site Information: Location details, site photographs, and any relevant site history or contextual background.
    - Project Budget: Total budget and breakdown of anticipated compensation for design, fabrication, installation, and related costs.

2. Eligibility and Requirements
    - Eligibility Criteria: Artist qualifications, experience requirements, etc.
    - Scope of Work: Description of the artist's expected services, including design development, fabrication, and installation.

3. Submission Instructions
    - Submittal Requirements: List of materials required for consideration (e.g., proposal narrative, concept sketches, resume, references, prior work samples).
    - Formatting and Delivery: Instructions for format, digital or hard-copy submission, and address or email for delivery.
    - Deadline for Submission: Specific date and time by which proposals must be received.

4. Selection and Evaluation Process
    - Selection Criteria: The standards and priorities used to evaluate proposals (e.g., artistic quality, relevance to site, feasibility, community impact).
    - Selection Process: Outline of how proposals will be reviewed, including any interview or presentation requirements for finalists.
    - Estimated Project Schedule: Anticipated timeline from selection through design, fabrication, and installation.

5. Contact and Support Information
    - City Contact Information: Name, phone number, and email of the staff member responsible for administering the RFP and answering questions.
    - Optional Pre-Submittal Resources: Site visits, Q&A sessions, or informational meetings (if applicable).

The RFP process ensures that the City solicits high-quality, innovative, and contextually appropriate artwork in a fair, open, and professional manner.

Selection

The Public Art Commission will serve as the Selection Panel for public art acquisitions. The commission may either conduct a comprehensive review of all proposals or create a subcommittee. When a subcommittee is created two (2) commission members will be selected by the commission to join city staff in reviewing and scoring proposals, and conducting interviews to recommend a proposal to the full commission for consideration. The Commission shall then make a formal recommendation to the City Council.

Members of the Public Art Commission and their immediate families, or City Staff and their immediate families are not eligible to be selected as artists for commissions.

The Selection Panel shall consider the following in their evaluation process:

- Artwork must be consistent with the guidelines in the Public Art Policy Handbook.
- Permanently sited artwork must relate to the architectural, historical, geographical, or sociocultural context of the site.
- If an existing artwork is being purchased, the artwork must be durable free from any defect in workmanship (due to faulty design or fabrication), materials and finish, including inherent vice.
- If existing artwork is being purchased, documentation verifying ownership history and confirming that the artist or seller holds clear title to the work must be provided.
- Strong preference shall be given to artwork that is unique or of a limited edition.
- As applicable, the artwork must meet City structural, building, right-of-way, electrical, and other codes for safety.

Public Art on Private Property

When artwork is proposed on private property, it may occur voluntarily or as a requirement of a development project subject to the City's Public Art requirements. In either case, the process ensures that the artwork contributes to the public realm, enhances the visual character of the community, and aligns with the City's aesthetic and cultural values. Voluntary installations allow private property owners to collaborate with the City to enrich publicly visible spaces, while required installations or in-lieu contributions help advance the City's broader public art objectives. The steps outlined below describe how public art on private property is reviewed, approved, and integrated to ensure consistency with the City's design standards and public art goals.

Development Projects Public Art

Certain development projects are required to contribute to the City's Public Art Program. This contribution ensures that new private development enhances the public realm and supports the integration of art throughout the community. Developers may meet this requirement by either installing approved on-site artwork or contributing to the City's Public Art Fund.

Satisfying the Public Art Requirement

Projects subject to the Public Art Program may satisfy the requirement in one of the following ways:

- Option A — On-Site Artwork Installation
  Developers may install City-approved, site-specific public artwork, or artistic or cultural facilities, with a total value equal to or greater than the required public art contribution amount.

- Option B — Payment of In-Lieu Fee
  Developers may choose to pay an in-lieu fee equal to one and one-half percent (1.5%) of the building valuation to the City's Public Art Fund. The payment shall be collected in two installments: 50% prior to issuance of building permits and 50% prior to final inspection or issuance of a Certificate of Occupancy.

Certification and Indemnification

Developers must certify that all artwork provided is free of liens, claims, and encumbrances; has been lawfully acquired; and complies with all applicable import and export laws. The applicant shall indemnify, defend, and hold harmless the City against any claims, damages, or disputes related to the ownership or intellectual property rights of the artwork.

Public Art Consultant Requirement

For any on-site public art project valued at more than $25,000, the developer must retain a qualified professional art consultant experienced in municipal public art programs. The consultant shall assist in artist selection, artwork development, and coordination with City staff and the Public Art Commission.

Public Art Concept Review

Prior to or concurrent with the development project's entitlement review, the applicant shall submit a Public Art Concept Application to the Public Art Commission.

The submission shall include:

- Completed Public Art Application form
- Preliminary sketches, images, or other visual documentation of the proposed concept
- Preliminary site and architectural plans showing artwork location, scale, and integration with the overall development
- A narrative describing the artwork concept, public accessibility, and alignment with the project design
- A draft maintenance plan identifying long-term care requirements and anticipated costs

The Public Art Commission will review the concept for consistency with City goals and provide comments or recommendations for consideration during the project's entitlement process.

Public Art Final Approval

Following the project's entitlement approval, the applicant must submit a Final Public Art Application for review and approval by the Public Art Commission.

The application submittal must include:

- Completed Public Art Application form
- Finalized design documentation (sketches, renderings, photographs, or models)
- An independent appraisal or cost estimate showing total value (including fabrication, transportation, and installation)
- A written waiver from the artist of rights under the California Art Preservation Act or other applicable laws
- Finalized site plans demonstrating artwork placement and compatibility with the surrounding context
- A narrative confirming that the artwork will be publicly accessible at least 10 hours per day, or equivalent access as approved by the Commission
- A finalized maintenance plan describing required upkeep, responsible party, and estimated annual cost

Ownership and Maintenance Responsibilities

Artwork installed on private property as part of a development project shall remain the property of the site owner. The property owner is responsible for maintaining the artwork in good condition, including protection against damage, defacement, or alteration.

The property owner shall:

- Maintain appropriate insurance coverage, including fire, vandalism, and extended coverage, in an amount approved by the City Attorney
- Execute and record a covenant ensuring ongoing maintenance of the artwork
- Keep the artwork accessible to the public as approved
- Failure to maintain the artwork is declared a public nuisance. If the property owner fails to perform maintenance after reasonable notice, the City may undertake necessary repairs or insurance coverage, and all associated costs shall become a lien against the property.

Removal or Alteration of Artwork

Public artwork installed on private property to satisfy the public art development requirement may not be removed, relocated, or altered without prior approval by the City Council.

Violation of this provision may result in:

- Payment of the full one and one-half percent (1.5%) in-lieu fee to the Public Art Fund, and/or
- Revocation of the project's Certificate of Occupancy

Before any penalty or revocation is imposed, the City shall provide the property owner with notice and an opportunity for a hearing.

Voluntary Public Art

Private property owners are encouraged to enhance the community's cultural and visual environment by voluntarily installing artwork on their property.

When a property owner proposes to install such artwork that is publicly accessible or visible from the public right-of-way, the property owner is encouraged, but is not required, to present the artwork to the Public Art Commission.

Optional Review Process

Voluntary art installations as described above, can include providing the following documentations and information to the Public Art Commission for feedback.

- Artist information, project summary, and contact details.
- Preliminary Design Documentation: Drawings, renderings, photographs, or other materials showing the proposed artwork's concept, size, materials, and artistic intent.
- Site Plan or Location Diagram: Illustrating where the artwork will be installed on the property and how it will be visible from the public realm.
- Narrative Description: Explaining how the artwork enhances the visual quality of the site and its relationship to the broader community context.
- Maintenance Plan: Outlining how the artwork will be maintained, including frequency of upkeep, responsible party, and anticipated costs.
- The Public Art Commission shall review the proposal and make recommendations based on the artwork's quality, scale, materials, public visibility, and contribution to the community's visual landscape.

Ownership and Maintenance

All voluntarily installed artwork remains the property and responsibility of the property owner. The property owner shall maintain the artwork in good condition, free from damage, defacement, or alteration. Failure to maintain the artwork in good condition is considered a public nuisance. If the property owner fails to perform necessary maintenance after reasonable notice, the City may undertake repairs, and the associated costs shall become a lien on the property.

Alterations or Removal

Because voluntary public art is installed at the discretion of the property owner, it may be removed at any time without City approval.

Municipal Art Collection

The Municipal Art Collection refers to the City's officially recognized collection of artworks that are owned, maintained, and exhibited by the City of South Pasadena. The Collection includes permanent and temporary artworks acquired through the City's public art program, commissions, donations, or purchases, and may encompass a variety of media such as sculpture, murals, paintings, mosaics, installations, and integrated architectural or landscape features.

The purpose of the Municipal Art Collection is to enhance the visual and cultural environment of the community, preserve works of lasting artistic and civic value, and ensure the responsible stewardship of public art assets. The Collection is managed under the authority of the City, with oversight from the Public Art Commission and support from City staff, to ensure proper documentation, maintenance, conservation, and public accessibility.

The Municipal Art Collection does not include:

- Artworks owned by private individuals, organizations, or businesses displayed on public or private property.
- Artworks on short-term loan or temporary exhibition not formally accessioned into the City's collection.
- Decorative or functional design elements installed as part of capital improvement projects that do not meet the criteria for public art.

Public Art Accessioning and Deaccessioning

Accessioning

The purpose is to establish an orderly and consistent process for reviewing and accepting artwork into the Municipal Art Collection, ensuring that the Collection is composed of works of the highest artistic quality, integrity, and relevance. Accessioning is defined as the formal process of accepting artwork into the City's Municipal Art Collection. The City Council maintains discretion in determining whether to accept any donations of art or otherwise acquire for its Collection.

To guide the accessioning process and ensure transparency, fairness, and long-term stewardship, the following principals shall apply:

- Inclusive Review: The accession process shall represent the interests of all concerned parties, including the Public Art Commission, the public, the artist, the arts community, and the City of South Pasadena by being reviewed by the Public Art Commission at a public meeting for a recommendation to the City Council.

- Artistic Merit: Artwork shall demonstrate distinctive artistic merit and aesthetic quality, contributing to the diversity, excellence, and cultural richness of the Municipal Art Collection.

- Site Appropriateness: Artwork shall be appropriate in scale, material, form, and content for its specific site and compatible with the broader physical, environmental, and social context.

- Durability and Maintenance: Artwork must be constructed of materials suitable for long-term public display, durable against theft, vandalism, and weather, and not impose excessive maintenance or conservation costs.

- Public Benefit: Accessioning implies the City's commitment to preserve, protect, and display the artwork for the benefit and enjoyment of the community.

- Permanency and Integrity: Accessioning also signifies the work's intended permanence within the Collection, provided it retains its physical integrity, authenticity, and identity.

- Unrestricted Ownership: Artwork shall be acquired without restrictions on its future use, relocation, or disposition, except as explicitly stated in the artist's contract.

- Formal Approval: Artwork shall be accessioned into the Municipal Art Collection only after completion of all contractual obligations, inspection of installation, and final approval by the City Council.

- Comprehensive Documentation: Each accessioned work shall be fully documented, including the artist's information, artwork description, photographs, installation details, maintenance requirements, and any related correspondence.

- Transfer of Title: A signed contract or release transferring title to the City and defining the rights and responsibilities of all parties shall accompany each accessioned artwork in a form to the satisfaction of the City Attorney.

- City Projects: Artwork resulting from City-sponsored projects or purchases shall be accessioned in accordance with this policy.

Deaccessioning

Deaccessioning is the process of formally removing artwork from the Municipal Art Collection. While artworks are generally acquired for perpetuity, the City recognizes that circumstances may arise that warrant removal after careful, impartial evaluation. Any deaccession recommendation must be reviewed by the Public Art Commission and City staff and approved by the City Council.

Criteria for Deaccessioning:

- The use or character of the site has changed, making the artwork inappropriate or unmaintainable.

- The artwork's maintenance or conservation costs have become excessive or unsustainable.

- The artwork has been damaged beyond reasonable repair.

- Restoration or conservation is cost-prohibitive.

- The artwork no longer supports the mission or direction of the Municipal Art Collection.

- The artwork was intended to have a limited lifespan or installation period.

Procedure:

1. The Public Art Commission shall provide a recommendation to City Council specifying the criteria as listed above met for deaccession.
2. The City Council shall consider the recommendation for approval.
3. The City shall comply with state and federal regulations when deaccessioning artwork only if applicable to the artwork.
4. When feasible, living artists (or their estates) shall be offered the option to reclaim their artwork after formal deaccession approval.

Use of Proceeds: Net proceeds from any sale of deaccessioned artwork shall be used exclusively for future public art projects or the care and growth of the Municipal Art Collection. When a gifted artwork is deaccessioned, the original donor shall be credited in documentation and labeling for any new artwork purchased with the proceeds (e.g., “Gift of [donor name] by exchange”).

Records: All deaccession actions shall be permanently recorded, including documentation of the artwork, donor or artist information, conservation history, appraisals, photographs, and reason for deaccession.

Donations and Loans of Artworks

To provide a uniform process for reviewing and accepting donated or loaned artworks to ensure proper management, maintenance, and placement within the City of South Pasadena the following procedure shall be followed:

1. The Public Art Commission shall review all proposed donations or long-term (six months or more) loans of artwork to the City.
2. The Commission shall ensure that each donation or loan meets the City’s aesthetic, contextual, and maintenance standards and that the City can provide appropriate long-term care.
3. Donations or loans intended for the South Pasadena Public Library shall also be reviewed by the Board of Library Trustees in accordance with SPMC §2.78 and the California Education Code.
4. A donation agreement or loan agreement shall be required in the form approved by the City Attorney.
5. Final acceptance requires City Council approval.

Application Requirements:

- Photographs, slides, or a model of the proposed work
- Artist biography and résumé
- Description of the artwork and installation budget
- Donor acknowledgment information
- Maintenance and conservation requirements

Review Criteria:

- Aesthetic Quality: The artwork should demonstrate high artistic merit and include visual materials (e.g., concept drawings or photos) and, if applicable, a certified appraisal.

- Site Context: Artwork must be compatible in scale, material, and form with its proposed site and able to withstand public exposure, weather, and potential vandalism.

- Financial Considerations: The proposal must identify funding sources for fabrication, installation, and ongoing maintenance. A legal conveyance agreement must be executed prior to acceptance.

- Liability: The artwork must not pose safety hazards or unreasonable insurance risks.

- Maintenance: Donors are encouraged to provide an endowment or identify a funding source for long-term maintenance.

- Uniqueness: The City will only accept original, one-of-a-kind artworks or limited editions of high artistic quality by recognized artists.

Artworks proposed for long-term loan (more than one year) shall be subject to the same review criteria. Artworks placed in private offices or nonpublic areas of City facilities shall not be subject to Commission review.

Donations or loans of artwork proposed specifically for the South Pasadena Public Library shall be coordinated with the Board of Library Trustees, consistent with their authority under SPMC §2.78 and the California Education Code. Final acceptance of such works shall remain subject to the Board of Library Trustees.
Process

The Public Art Commission will consider donations and loans twice a year. Proposed artwork donations shall be reviewed by the Public Art Commission and donation proposals shall be accompanied by the following:

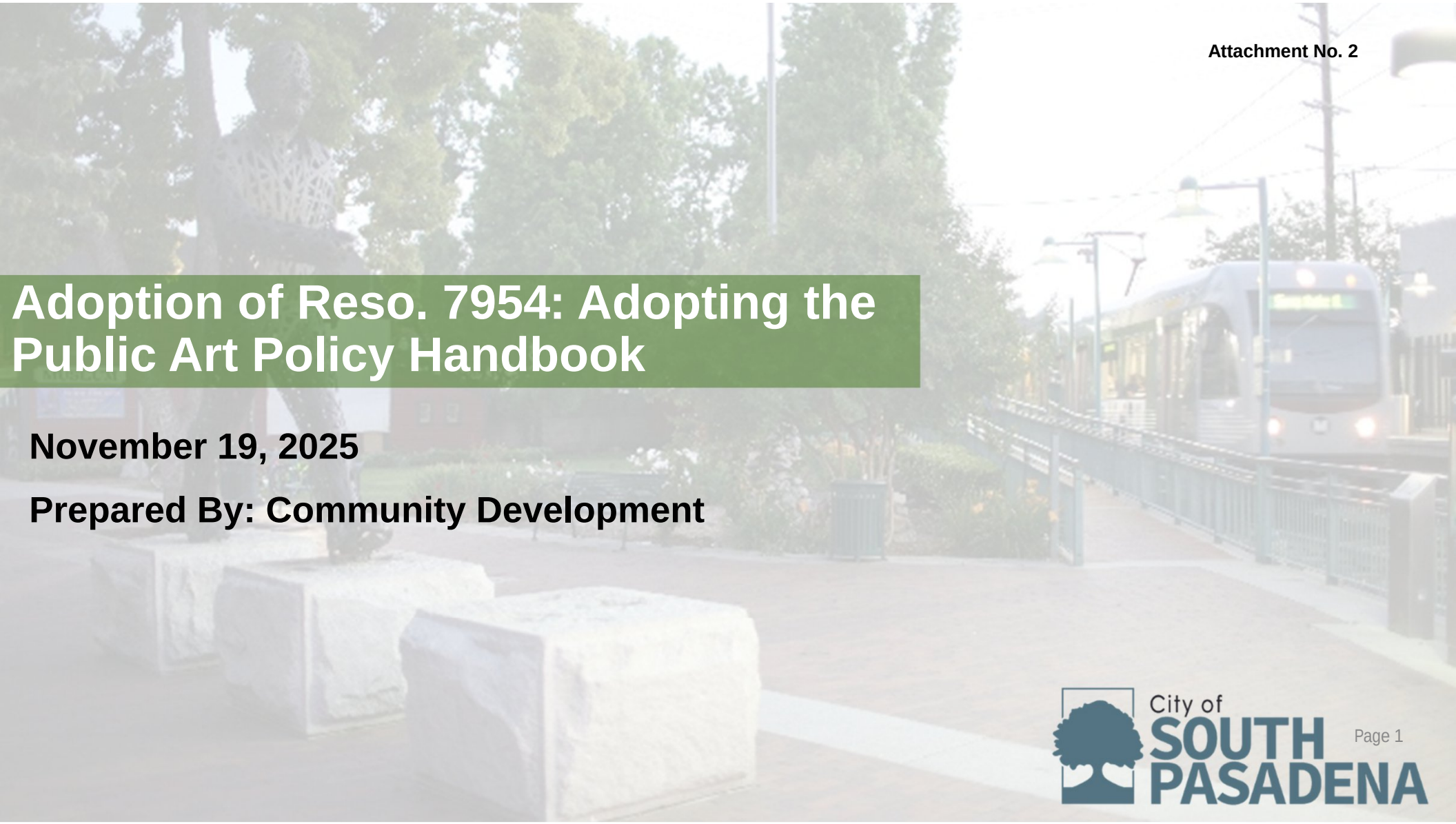
- Slide, photos, or a model of the proposed work

- Biography of the artist

- Consisting of the artwork and anticipated budget for installation

- Information for giving acknowledgment of the donor

- Maintenance requirements for the artwork



Adoption of Reso. 7954: Adopting the Public Art Policy Handbook

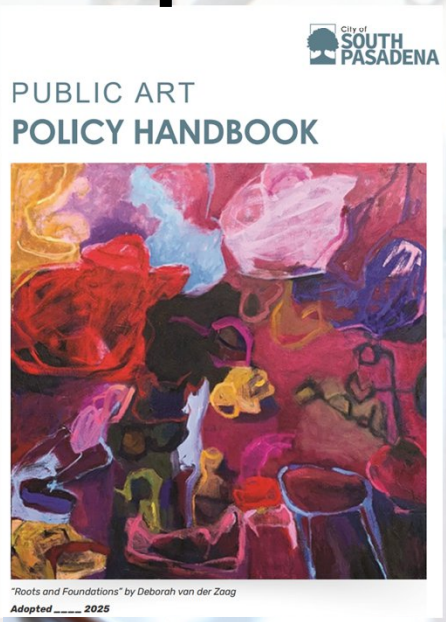
November 19, 2025

Prepared By: Community Development

City of SOUTH PASADENA

Background

Purpose



To provide clear guidance for the
- ✓ City Council,
- ✓ Public Art Commission,
- ✓ City staff

on implementing, administering, and maintaining the Public Art Program.



To ensure consistency, transparency, and accountability in public art decision-making, while advancing the City's broader cultural and community development goals.

Background

2018

- Reso. 2325
- Ord. 2325
- Ord. 2326

2023

- Ad-hoc Committee formed

2025

- Draft Public Art Policy Handbook
- Public Art Commission motioned to recommend City Council adoption

Handbook Content

- Ad-hoc Memorandums
- Public Art Commission Responsibilities & Duties
- Public Art Program

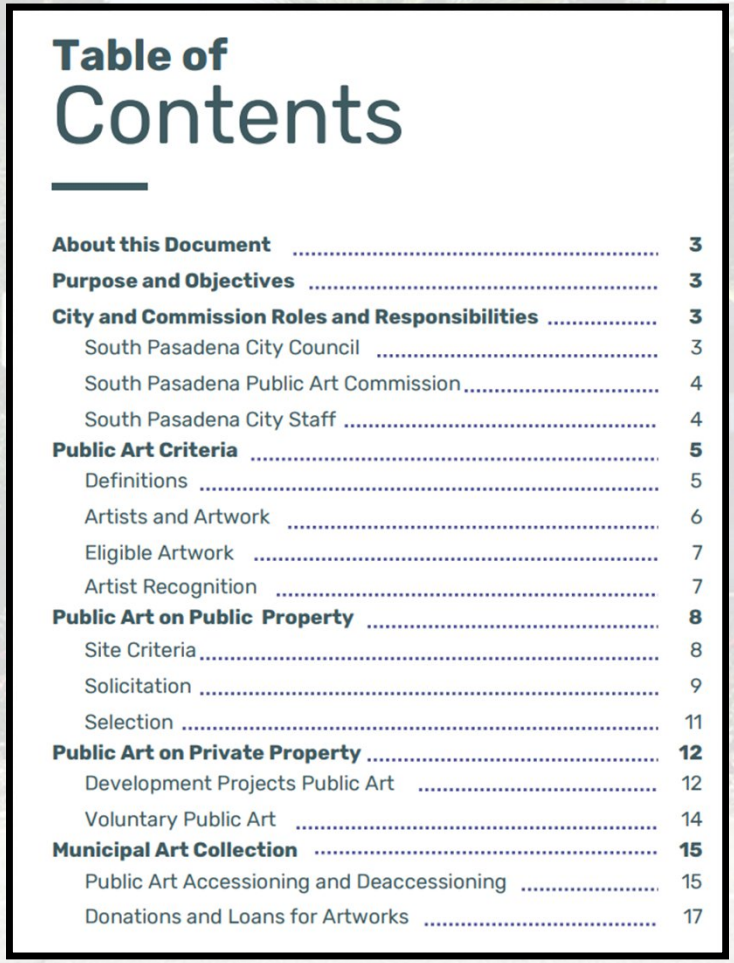


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City of SOUTH PASADENA

Commission Review

Selection Process

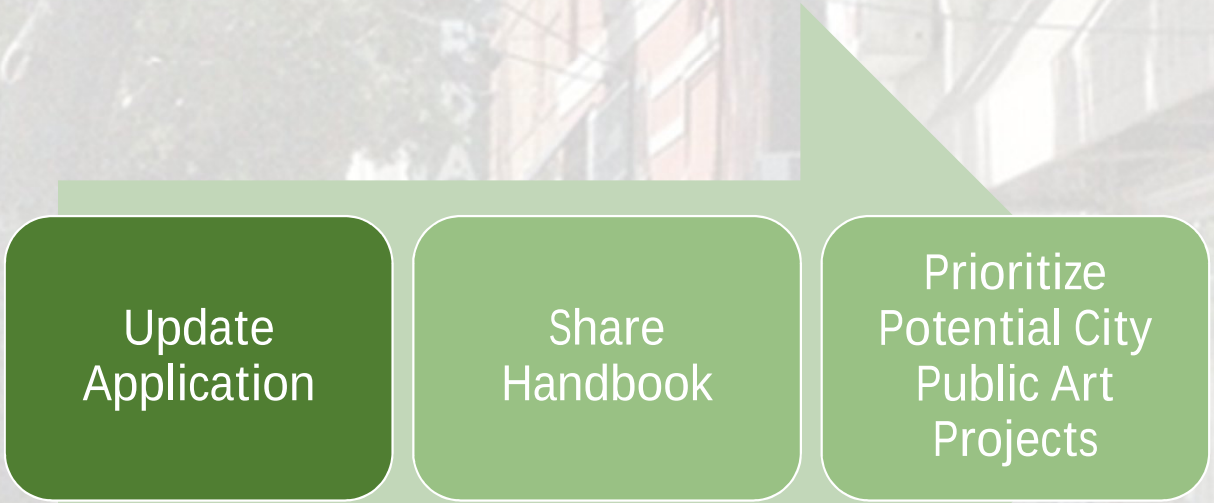
- RFP Process- clarify subcommittee an alternative



Voluntary Public Art on Private Property

- Commission review not required
- Revised title to “Optional Review Process”

Next Steps


Update Application
Share Handbook
Prioritize Potential City Public Art Projects

Recommendation

City Council adopt
Resolution 7954 adopting
the Public Art Policy Handbook

Questions



City Council Agenda Report

ITEM NO. 15

DATE: November 19, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Roxanne Diaz, City Attorney

SUBJECT: **DISCUSSION AND DIRECTION REGARDING THE MUNICIPAL CODE PROVISIONS RELATED TO CITY COMMISSIONS AND CONSIDERATION OF AN ORDINANCE NO. 2406 OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING CHAPTER 2 (ADMINISTRATION) AND REVISING THE GENERAL PROVISIONS APPLICABLE TO ALL COMMISSIONS AND AMENDING CERTAIN SECTIONS OF THE VARIOUS ARTICLES FOR INDIVIDUAL COMMISSIONS AND AMENDING THE SOUTH PASADENA MUNICIPAL CODE**

Recommendation

It is recommended the City Council introduce and waive full reading of Ordinance No. 2406 amending various articles of Chapter 2 of the South Pasadena Municipal Code related to commissions and boards of the City.

Background

South Pasadena Municipal Code Chapter 2, Articles IV through IV.L (2.23 through 2.79-11) establish and govern City Boards and Commissions. These Articles provide the legal authority, membership, role, and operations for each commission and, in certain cases, establish standards and minimum requirements for serving on a commission or board.

At the January 15, 2025 City Council meeting, the City Attorney's office brought forward a discussion item for City Council direction related to (i) certain irregularities in the terms of appointment of members to various commissions; and (ii) other inconsistencies in Municipal Code related to maximum length of term, vacancies and other procedural matters related to commissions. These inconsistencies were discovered when providing support to Mayor Braun related to the annual appointment of members to the various commissions for open positions. The City Attorney's office has drafted the proposed ordinance to address the inconsistencies and other procedural matters. In addition, proposed are additional revisions to establish the number of meetings for each commission and to reconfigure the numerical composition of several commissions to reduce the number of members from 7 members to 5 members. The details of the ordinance is discussed further below.

Analysis

City commissions are established by the South Pasadena Municipal Code to provide structured opportunities for community participation, subject-matter expertise, and advisory input on key policy areas. It is important to maintain consistency in the composition, duties,

and operations of these bodies to ensure that all boards and commissions function under a unified framework. By codifying a unified framework, commissions enhance public engagement, informed decision-making, and effective governance across a range of municipal functions.

Term of Office. The first area that was discussed by the City Council related to a commissioners maximum term of office. In researching this matter, it was discovered that there was a code change in 2019, which resulted in internal inconsistencies regarding the maximum term of office for commissioners. One section of the code provides that a commissioner is allowed to serve a full term (commencing January 1 and ending December 31) and two partial terms of varying lengths consecutively, as long as the total years of consecutive service on one commission does not exceed six years. However, another section of the code states that a commissioner may serve for not more than two consecutive full terms.

There is no alignment between these provisions that allow two full terms but yet also states that a commissioner can serve one full term and two partial terms not to exceed six years. Also, there is no provision in the code as to how to treat partial terms such as when an individual is appointed to fill a vacancy or when a full term of three years actually begins later than January 1st.

This resulted in appointments of commissioners for terms that extended beyond six years. If not revised, it could also result in the appointment of commissioners that have served more than six years on the same commission but can technically still be appointed because their six years of service was not consecutive. While the City Council strives to make appointments in December for the following January, this has not always been the case and there are full term appointments, which began in the middle of the year and no guidance as to how to treat a term of 2 years and 6 months with respect to the six-year cap.

The City Council's direction was to keep the maximum term of six years primarily because the City receives applications from many qualified individuals that desire to serve on the various commissions and in order to provide as opportunities for residents to serve.

Term of Office - Proposed Solution. A new Section 2.25A and revised Section 2.26 is proposed to address the term of office and the treatment of partial terms on the cap of six years on one commission as follows:

- A commissioner may now be appointed to a full term of three years or a lesser term of one or two years. An individual can also be appointed to what is now referred to as an unscheduled vacancy.
- An unscheduled vacancy occurs when a commissioner leaves office sometime during their term.
- In calculating the six-year cap, the six years will include any combination of an appointment to full term of three years or a lesser term of one or two years and an appointment of any length to fill an unscheduled vacancy.
- The six-year cap will now be calculated not as six consecutive years, but as six years in an eight-year period. This will help right-size some of the current appointments where a commissioner has been on the same commission for more than six years because of a break in service or because they were inadvertently appointed to a partial term which caused them to exceed the six year cap. This change will also help address those

appointments for unscheduled vacancies when the term may be just a few months. As we move forward and with the proposed changes, this will ensure that commissioners will not serve more than six years on one commission.

- Terms will continue to start on January 1 and end on December 31 for the three-year, two year or one year term. However, if a commissioner is appointed in April for a three-year term, the code will treat that commissioner's term to have started in January. Otherwise, it renders the start date of January meaningless.
- If an individual is appointed to serve because of an unscheduled vacancy (See, Section 2.26), the person will serve the remaining portion of the previous commissioner's term. This will mean that an individual will likely serve a term that is calculated in months and not years. With respect to the six-year cap, whatever the term is (two years and three months), the remaining portion of the term is calculated towards the six-year term limit. For example, an individual has served 2 years and 6 months and is reappointed for a full term of three years, will not be eligible for reappointment. Any new appointment of three, two or one year will cause that individual to exceed six years.
- There is now a waiting period of 12 months before a commissioner can be appointed to the same commission if they have reached their six-year cap. The 12 months is counted from the date the commissioner terminated their service on that commission.

Youth Commissioners. The general provisions of the code provide that the Mayor may appoint one nonvoting youth member to any board or commission of the City. This is in addition to the youth commissioner required to be appointed to the Community Services Commission. A youth member is between the ages of 14 and 18.

Irregularities were found with youth commissioner appointments in that they were being appointed to a full three year term to the Community Services Commission when the code provides that the term for a youth commissioner shall be for one school year, commencing on September 2 and ending on June 30 and youth commissioners are limited to two one-year terms. The code also provides that youth commissioners are nonvoting, however the practice has been to allow youth commissioners on the Community Services Commission to vote as well as serve as chair or vice-chair. The result of these appointments through no fault of the commissioner, has been to limit the intent of the code to provide for limited terms and have more youth members involved because of the shorter one-year or school-year terms, whether the appointment is to the Community Services Commission or other commissions of the City.

Youth Commissioners - Proposed Solution. Taking into consideration that the youth member is nonvoting, the proposed revision is to treat all youth commissioners the same and remove the designated youth commissioner position from the Community Services Commission. The Mayor and City Council can encourage more participation from the city's youth community and utilize the general provision allowing a resident between the ages of 14-18 to serve on a commission that may interest them. In addition, there may be students at South Pasadena High School that may not be residents but are active in their school community and the opportunity to serve on a City commission should also extend to those individuals as well.

- A revision was made to the application process to require that a parent or guardian provide consent in order for the individual to apply for a youth member position on a commission.
- A revision was made to Section 2.23 to make clear that youth members serve in an advisory capacity.

- Language was added to Section 2.24 to make clear that a youth member is a nonvoting member on all boards and commissions.
- Language was added to Section 2.24 to allow current students at South Pasadena High School (SPHS) to apply to be a youth commissioner even if they are not a resident of the City. The individual must be a student at SPHS at the time of their appointment and continuously during their term. Their membership would terminate if they cease being a current student at SPHS.
- A new Section 2.25B was added to address the term of office for a youth member. The term will now commence on January 1 and end on December 31 and will be for one calendar year. If there is an appointment to fill an unscheduled vacancy, that partial term will end on December 31 and will be considered a full one calendar year regardless of the date of appointment. A youth may be appointed for two one-year calendar terms so there is an opportunity for that person to fill a full one-year term.
- Since youth commissioners are students and may have other obligations during the summer months, the vacancy provisions in Section 2.27 was revised to provide that the absence of a youth commissioner on the Community Services Commission during the months of July and August shall not be considered an absence. Under Section 2.27, commissioners that are absent without excuse for three consecutive meetings or misses one-third or more of all regular meetings within any six-month period, vacates their seat.

Commission Meeting Schedules. Staff is a key participant in working with our commissions. Various departments oversee several commissions, which includes not only staffing the meetings, but also preparing the agendas, drafting staff reports, attending the meetings and working with various commissioners from time to time on certain tasks. There are occasions when a commission agenda may not have substantive matters for discussion, but a meeting is nevertheless held, for example, to provide updates that can be transmitted in a different form. Rather than requiring staff to hold a meeting, it is proposed that the meeting frequency for various commissions be revised. In addition, revisions are proposed to make the language regarding meeting frequency more consistent among all commissions. The ordinance proposes the following:

- A new or revised provision was added to each Article for every commission (except the Library Board of Trustees) to inform the reader of the frequency of commission meetings. This language of this section in the code has been standardized for every commission. As for the Library Board, they have a meeting frequency set by the California Education Code, which is is monthly.
- The Finance Commission and Public Works Infrastructure Commission will continue to meeting monthly. The Planning Commission meets monthly even though the code provides that no regular meetings are held in November and December. Section 2.37 has been revised to establish monthly meetings for the Planning Commission.
- The meeting frequency for the Community Services and Public Safety Commissions has been revised to every other month (6 meetings a year). As with all commissions, special meetings can be called if needed. The Natural Resources and Environmental Commission already meets every other month.
- The Public Arts Commission will continue to meet once every quarter. and will continue to meeting monthly.

Commission Member Composition. Absences on commissions vary but it has been noticed that there are more absences or that a meeting already posted needs to be cancelled because there is not a quorum. For some of the commissions with 7 member bodies, this can be difficult because 4 members are required to have a quorum. Commissions of 5 members tend

to be more manageable and a quorum can be reached with only 3 members. The ordinance proposes the following revisions:

- A change from 7 members to 5 members on the Public Safety, Public Works Infrastructure and Natural Resources and Environmental Commissions. This year the Public Works Infrastructure Commission (PWIC) was created when the City Council disbanded the Mobility and Transportation Infrastructure Commission and the Public Works Commission. At the time, a 7 member body was created. There were several vacancies this year on PWIC, including one vacancy currently, and the proposal is to take reduce the size to 5. This year, PWIC has not always had all members present. With the new tree ordinance, the workload for the Natural Resources and Environmental Commission will likely be reduced so it is proposed that its composition also be reduced to 5 members. This change is also recommended for public safety as well.
- With respect to the Community Services Commission, it is proposed that the commission remain at 7 members, but that there not be a designated senior or youth commission seat. The concept of designated seats was made when the youth commission and senior commissions were disbanded many years ago. Since community services looks at all recreational services across all resident constituencies, there would be more flexibility in appointing residents interested in that commission.

Other Revisions or Deletions. In reviewing the general and specific provisions related to Commissions, there were several areas that warranted clarification and/or general clean-up, and those revisions are as follows:

- The current code provides that all commissioners must be citizens of the City and must maintain their status as a resident of the city. Section 2.24(a) was revised to state that all members of a board or commission shall be residents of the City when appointed and continuously during their term of office. Also, if they cease to be a resident of the city, their membership on the commission terminates automatically. The same revisions were made to the provisions for youth members.
- The language regarding quorums in Section 2.30 was simplified to remove the specific quorum counts for each separate commission. A quorum, regardless of the size of a commission, is a majority of the total membership.
- Section 2.38 related to the planning commission provides that the planning commission has authority to contract for services and assistance and can enter into contracts with planning consultants if first approved by the City Council. That section has been deleted. The planning commission is not a "legal entity" that can enter into contracts with third parties and only the City Council or the City Manager under his authority delegated to him by the City Council, can enter into contracts on behalf of the City.
- There is a school district representative on the Community Services Commission. A new Section 2.45B has been added to clarify that if a representative is appointed, the position is considered advisory and not part of the seven-member commission.
- Section 2.72 related to the Finance Commission provided for the initial composition of that commission. Since the Finance Commission has been fully functioning for several years, that section has been deleted.
- Section 2.27 regarding absences has been revised to eliminate the concept of an "excused absence." Instead, a commissioner may be absent for three consecutive meetings or up to 1/3 or more of all regular meetings within 12 months (not 6 months as in the current code). With the frequency of meetings being reduced for some commissions, this may help curb absences. Also, language has been added to address

the quorum issue that sometimes arises. If a meeting agenda has posted and the meeting is cancelled for lack of a quorum, the members not attending shall be considered absent for purposes of Section 2.27.

In addition to the revisions above, the ordinance contains two "uncodified provisions" to address how this ordinance will apply to those commissioners currently in office, in particular because of the six-year cap on serving on the same commission. In reviewing all the current commissioner terms, the ordinance provides that certain sections of the ordinance (those sections regarding eligibility for membership, term of office, filling vacancies) will apply to those commissioners in office as of January 1, 2025. Also if the compositions of several commissions are reduced from 7 to 5, an uncodified provision is included to allow current commissioners to serve their term notwithstanding the reduction in the body. The Mayor and City Council, however, could not make an appointment until there is vacancy and when filled, will not cause the membership to exceed 5 members.

In addition to the proposed ordinance, attached is a "legislative digest" which shows the above revisions in a redline format so that the City Council can review the language in the context of the current code.

Fiscal Impact
There is no fiscal impact if the City Council adopts the proposed ordinance.

Attachment:
Attachment No. 1 - Proposed Ordinance
Attachment No. 2 - Legislative Digest

ORDINANCE NO. 2406

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING CHAPTER 2 (ADMINISTRATION) AND REVISING THE GENERAL PROVISIONS APPLICABLE TO ALL COMMISSIONS AND AMENDING CERTAIN SECTIONS OF THE VARIOUS ARTICLES FOR INDIVIDUAL COMMISSIONS AND AMENDING THE SOUTH PASADENA MUNICIPAL CODE

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

SECTION 1. Paragraph (b) of Section 2.23 (Composition, appointment and removal of members) of Article IV (Board and Commissions-General Provisions) of Chapter 2 (Administration) is hereby amended to read as follows:

"**(b) Youth Member**. The Mayor may appoint one nonvoting youth member to any board or commission of the city, at his or her discretion, in the same manner as prescribed in subsection (a) of this section. A youth member on any commission shall serve only in an advisory capacity."

SECTION 2. Section 2.24 (Eligibility for membership) of Article IV (Board and Commissions-General Provisions) of Chapter 2 (Administration) is hereby amended in its entirety to read as follows:

"**2.24 Eligibility for membership.**

(a) All members of a board or commission shall be residents of the City of South Pasadena at the time of their appointment and continuously during their term of office. Membership shall terminate automatically if a member ceases to reside in the City. In addition, the member shall have a strong commitment and demonstrated ability to work in a collaborative manner with other board and commission members and city staff. Elected city officials and/or employees are not eligible for membership on any board or commission. No individual shall serve on more than one board or commission at the same time. Notwithstanding the aforementioned prohibition of serving on more than one board or commission at the same time, in the event that a committee or other body is merged with a board or commission or is redesignated as a board or commission, the city council may waive this prohibition for any incumbent members of said committee or body. Said waiver shall be in effect until expiration of the commissioner's term on either commission, whichever commission term expires first.

(b) To be eligible for appointment to any board or commission as a nonvoting youth member, the individual shall be between the ages of 14 and 18 years old and shall be a resident of the City of South Pasadena at the time of their appointment and continuously during their term of office. Notwithstanding, if the individual is a student at

South Pasadena High School, the individual is not required to be a resident but must be a currently enrolled student at the time of their appointment and continuously during their term of office. Membership shall terminate automatically if a member ceases to reside in the City or be enrolled as a student at South Pasadena High School if the member is not a resident of the City. The youth member shall be nonvoting member on all boards and commissions. In order to be considered for appointment, the individual shall provide written documentation of parental or guardian consent. No youth member shall serve on more than one board or commission at the same time."

SECTION 3. Section 2.25 ("Term of Office") of Article IV (Board and Commissions-General Provisions) of Chapter 2 (Administration) is hereby repealed in its entirety.

SECTION 4. A new Section 2.25A entitled "Term of office" shall be added to Article IV (Board and Commissions-General Provisions) of Chapter 2 (Administration) to read as follows:

"**2.25A Term of office.**

(a) A member may be appointed for a full term of three years or a lesser term of one or two years, but in no event shall a member serve more than a total of six years in an eight year period on the same commission. In calculating the six year period, this shall include any combination of an appointment for a full term(s) of three years or a lesser term of one or two years and an appointment of any length to fill an unscheduled vacancy of a member on the same commission.

(b) Terms may be staggered if the mayor and city council find it is necessary to ensure that no more than three members of a board or commission will expire in the same year.

(c) Each term shall commence on January 1st and end on December 31st regardless of when the individual is initially appointed. For example, if an individual is initially appointed to a full term of three years in March, the term is still considered a three year term even though a member serves only 2 years and nine months.

(d) For the purpose of term limitation, any individual who has served six years in an eight year period (if applicable) on a board or commission shall be eligible for reappointment to the same board or commission 12 months from the date said individual terminated service on that commission. This section does not preclude the individual from being appointed to a different board or commission.

(e) A member's term shall continue until he or she is replaced or reappointed, if eligible. The extension of that term shall count towards the member's 6 year term limit described herein.

(f) Unless otherwise provided for in this Article, a member may resign from a board or commission by submitting their resignation in writing (email acceptable) to the City Clerk's office."

SECTION 5. A new Section 2.25B entitled "Term of office-Youth Member" shall be added to Article IV (Board and Commissions-General Provisions) of Chapter 2 (Administration) to read as follows:

"**2.25B Term of office-Youth Member.**

(a) The term of office for a youth member of any board or commission shall be for one calendar year, commencing on January 1st and ending on December 31st. Notwithstanding, an appointment of a youth member to a board or commission may be for a partial term, however, that partial term shall end on December 31st and shall be considered a full one calendar year term regardless of the date of appointment.

(b) Youth members are limited to two calendar year terms on any one board or commission.

(c) A youth member may resign from a board or commission by submitting their resignation in writing (email acceptable) to the City Clerk's office."

SECTION 6. Section 2.26 (Terms of members-Filing vacancies) of Article IV (Board and Commissions-General Provisions) of Chapter 2 (Administration) is hereby amended in its entirety to read as follows:

"**2.26 Filling vacancies.**

(a) If an unscheduled vacancy occurs on a commission, such vacancy shall be filled by the mayor by appointment, with the approval of the city council, for the remainder of that member's term.

(b) The remaining term assumed by an individual to fill any vacancy shall be included towards the member's 6 year term limit described in Section 2.25A."

SECTION 7. Section 2.26 (Absences) of Article IV (Board and Commissions-General Provisions) of Chapter 2 (Administration) is hereby amended in its entirety to read as follows:

"**2.27 Absences.**

A board member or commissioner's seat will be deemed vacant whenever such board member or commissioner misses three consecutive meetings or misses one-third

or more of all regular meetings within any twelve-month period. Attendance of less than fifty percent of any meeting will be counted as an absence. If a meeting agenda has been posted and the meeting cannot be held due to lack of a quorum, those members not attending shall be considered absent for purposes of this section."

SECTION 8. Section 2.30 (Quorum) of Article IV (Board and Commissions-General Provisions) of Chapter 2 (Administration) is hereby amended in its entirety to read as follows:

"**2.30 Quorum.**

A majority of the total members of a board or commission shall constitute a quorum for the transaction of business."

SECTION 9. Section 2.36 (Creation) of Article IVA (Planning Commission) of Chapter 2 (Administration) is hereby amended in its entirety to read as follows:

2.36 Creation.

There is hereby created a city planning commission for the city pursuant to the provisions of the Planning and Zoning Law set forth in Government Code Section 65000, et. seq. The commission shall consist of [7] members.

SECTION 10. Section 2.37 of Article IVA (Planning Commission) of Chapter 2 (Administration) is hereby amended in its entirety to read as follows:

"**Section 2.37. Meetings.**

The planning commission shall hold one regular meeting each month on a date and time established by resolution. Special meetings, as necessary, may be called as provided for in Government Code Section 54956, or its successor statute."

SECTION 11. Section 2.38 (Authority to contract for services and assistance) of Article IVA (Planning Commission) of Chapter 2 (Administration) is hereby repealed in its entirety. A new Section 2.38 shall be added to read as follows:

"**Section 2.38. Intentionally Omitted.**"

SECTION 12. Section 2.40 of Article IVB (Public Safety Commission) of Chapter 2 (Administration) is hereby amended in its entirety to read as follows:

"2.40 Creation.

There is hereby created a public safety commission of the city. At least two of the members should have a background in public safety."

SECTION 13. Section 2.42 (Meetings) of Article IVB (Public Safety Commission) of Chapter 2 (Administration) is hereby amended in its entirety to read as follows:

"2.42 Meetings.

The public safety commission shall hold regular meetings every other month on a date and time established by resolution. Special meetings, as necessary, may be called as provided for in Government Code Section 54956, or its successor statute."

SECTION 14. Section 2.44 ("Creation") of Article IVC (Community Services Commission) of Chapter 2 (Administration) is hereby renumbered to Section 2.44A and shall be amended in its entirety to read as follows:

"**2.44A Creation.**

There is hereby created a community services commission. The commission shall consist of seven members."

SECTION 15. A new Section 2.44B ("Meetings") shall be added to Article IVC (Community Services Commission) of Chapter 2 (Administration) to read as follows:

"2.44B Meetings.

The community services commission shall hold regular meetings every other month on a date and time established by resolution. Special meetings, as necessary, may be called as provided for in Government Code Section 54956, or its successor statute."

SECTION 16. Section 2.45 ("Composition-School district representative) of Article IVC (Community Services Commission) of Chapter 2 (Administration) is hereby repealed in its entirety.

SECTION 17. A new Section 2.45 entitled “School district representative” shall be added to Article IVC (Community Services Commission) of Chapter 2 (Administration) to read as follows:

“**2.45 School district representative.**

The school district may appoint a nonvoting representative to advise the commission on issues related to city sponsored youth services and recreation activities. If appointed, the school district representative shall be considered as an advisory representative and not part of the seven member commission.”

SECTION 18. Section 2.47-5 (Meetings) of Article IVD (Public Works Infrastructure Commission) of Chapter 2 (Administration) is hereby repealed in its entirety.

SECTION 19. Section 2.47-1 of Article IVD (Public Works Infrastructure Commission) of Chapter 2 (Administration) is hereby amended in its entirety to read as follows:

“2.47-1 Creation.

There is hereby created a public works infrastructure commission.”

SECTION 20. Section 2.47-2 (Responsibilities) of Article IVD (Public Works Infrastructure Commission) of Chapter 2 (Administration) is hereby renumbered as Section 2.47-3.

SECTION 21. Section 2.47-3 (Limitations) of Article IVD (Public Works Infrastructure Commission) of Chapter 2 (Administration) is hereby renumbered as Section 2.47-4.

SECTION 22. Section 2.47-4 (Composition of Members) of Article IVD (Public Works Infrastructure Commission) of Chapter 2 (Administration) is hereby renumbered as Section 2.47-5.

SECTION 23. A new Section 2.47-2 entitled “Meetings” shall be added to Article IVD (Public Works Infrastructure Commission) of Chapter 2 (Administration) to read as follows:

“**2-47-2 Meetings.**

The public works infrastructure commission shall hold one regular meeting each month on a date and time established by resolution. Special meetings, as necessary, may be called as provided for in Government Code Section 54956, or its successor statute."

SECTION 24. Section 2.56 ("Creation") of Article IVG (Natural Resources and Environmental Commission) of Chapter 2 (Administration) is hereby renumbered to Section 2.56A.

SECTION 25. A new Section 2.56B entitled "Meetings" shall be added to Article IVG (Natural Resources and Environmental Commission) of Chapter 2 (Administration) to read as follows:

"**2-56B Meetings.**

The natural resources and environmental commission shall hold regular meetings every other month on a date and time established by resolution. Special meetings, as necessary, may be called as provided for in Government Code Section 54956, or its successor statute."

SECTION 26. Section 2.60 ("Creation") of Article IVH (Cultural Heritage Commission) of Chapter 2 (Administration) is hereby renumbered to Section 2.60A.

SECTION 27. A new Section 2.60B entitled "Meetings" shall be added to Article IVH (Cultural Heritage Commission) of Chapter 2 (Administration) to read as follows:

"**2-60B Meetings.**

The cultural heritage commission shall hold regular meetings every other month on a date and time established by resolution. Special meetings, as necessary, may be called as provided for in Government Code Section 54956, or its successor statute."

SECTION 28. Section 2.70 ("Meetings) of Article IVI (Finance Commission) of Chapter 2 (Administration) is hereby amended in its entirety to read as follows:

"**2.70 Meetings.**

The finance commission shall hold one regular meeting each month on a date and time established by resolution. Special meetings, as necessary, may be called as provided for in Government Code Section 54956, or its successor statute.

SECTION 29. Section 2.72 ("Composition of members) of Article IVI (Finance Commission) of Chapter 2 (Administration) is hereby repealed in its entirety.

SECTION 30. Section 2.79-7 of Article IVL (Public Art Commission) of Chapter 2 (Administration) is hereby amended in its entirety to read as follows:

"2.79-7 Creation.

There is hereby created a public art commission."

SECTION 31. Section 2.79-11 (Meetings) of Article IVL (Public Arts Commission) of Chapter 2 (Administration) is hereby repealed in its entirety.

SECTION 32. Section 2.79-8 (Responsibilities) of Article IVL (Public Arts Commission) of Chapter 2 (Administration) is hereby renumbered as Section 2.79-9.

SECTION 33. Section 2.79-9 (Limitations) of Article IVL (Public Arts Commission) of Chapter 2 (Administration) is hereby renumbered as Section 2.79-10.

SECTION 34. Section 2.79-10 (Composition of members) of Article IVL (Public Arts Commission) of Chapter 2 (Administration) is hereby renumbered as Section 2.79-11.

SECTION 35. A new Section 2.79-8 entitled "Meetings" shall be added to Article IVL (Public Art Commission) of Chapter 2 (Administration) to read as follows:

"**2.79-8 Meetings.**

The public art commission shall hold one regular meeting each calendar quarter on a date and time established by resolution. Special meetings, as necessary, may be called as provided for in Government Code Section 54956, or its successor statute."

SECTION 36. **Uncodified Provision**.

Sections 2.24, 2.25A, 2.25B and 2.26 of Article IV (Boards and Commissions-General Provisions) of Chapter 2 (Administration) shall apply to those members in office on any Board or Commission as of January 1, 2025.

SECTION 37. **Uncodified Provision**.

A member currently in office on any Commission which has had its membership reduced from 7 members to 5 members shall continue to serve until their term expires notwithstanding that Ordinance No. 2406 has reduced the composition of the member's commission from 7 to 5 members. An appointment pursuant to Section 2.23 may not be made to such commission until there is a vacancy and when filled, the composition of the commission will not exceed 5 members.

SECTION 38. 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 39. Effective Date. The City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published in the manner prescribed by law, and this Ordinance shall become effective 30 days following its adoption.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Janet Braun, Mayor

ATTEST:

_____
Mark Perez, Acting Chief City Clerk

APPROVED AS TO FORM:

_____
Roxanne Diaz, City Attorney

LEGISLATIVE DIGEST OF ORDINANCE AMENDING THE PROVISIONS RELATED TO BOARDS AND COMMISSIONS

ARTICLE IV. BOARDS AND COMMISSIONS—GENERAL PROVISIONS

2.23 Composition, appointment and removal of members.

(a) 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. All members of any city board or commission shall be subject to removal at any time without cause by motion of the city council adopted by at least three affirmative votes of the city council. Upon appointment, commission members take the oath of office. All members of any city board or commission shall be required to undertake Brown Act training; failure to complete the training within six months of appointment is cause for removal.

(b) Youth Member~~In Addition~~. The mayor may appoint one nonvoting youth member to any board or commission of the city, at his or her discretion, in the same manner as prescribed in subsection (a) of this section. A youth member on any commission shall serve only in an advisory capacity.

2.24 Eligibility for membership.

(a) All members of a board or commission shall be residents of the City of South Pasadena at the time of their appointment and continuously during their term of office. Membership shall terminate automatically if a member ceases to reside in the City. In addition, the member shall have ~~To be eligible for appointment or retention on any board or commission, a citizen must be and must maintain his or her status as a resident of the city , with~~ a strong commitment and demonstrated ability to work in a collaborative manner with other board and commission members and city staff. Elected city officials and/or~~/~~ employees are not eligible for membership on any board or commission. No individual shall serve on more than one board or commission at the same time. Notwithstanding the aforementioned prohibition of serving on more than one board or commission at the same time, in the event that a committee or other body is merged with a board or commission or is redesignated as a board or commission, the city council may waive this prohibition for any incumbent members of said committee or body. Said waiver shall be in effect until expiration of the commissioner's term on either commission, whichever commission term expires first.

(b) To be eligible for appointment to any board or commission as a nonvoting youth member, the individual shall be between the ages of 14 and 18 years old and shall be ~~a citizen must be and must maintain his or her status as~~ a resident of the C~~c~~ity of South Pasadena at the time of their appointment and continuously during their term of office. Notwithstanding, if the individual is a student at South Pasadena High School, the individual is not required to be a resident but must be a currently enrolled student at the

time of their appointment and continuously during their term of office. ~~and be between the ages of 14 and 18 years old~~. Membership shall terminate automatically if a member ceases to reside in the City or be enrolled as a student at South Pasadena High School if the member is not a resident of the City. The youth member shall be nonvoting member on all boards and commissions. In order to be considered for appointment, the individual shall provide written documentation of parental or guardian consent. No youth member shall serve on more than one board or commission at the same time.

2.25A Term of office.

(a) A member may be appointed for a full term of three years or a lesser term of one or two years, but in no event shall a member serve more than a total of six years in an eight year period on the same commission. In calculating the six year period, this shall include any combination of an appointment for a full term(s) of three years or a lesser term of one or two years and an appointment of any length to fill an unscheduled vacancy of a member on the same commission.

(b) Terms may be staggered if the mayor and city council find it is necessary to ensure that no more than three members of a board or commission will expire in the same year.

(c) Each term shall commence on January 1st and end on December 31st, regardless of when the individual is initially appointed. For example, if an individual is initially appointed to a full term of three years in March, the term is still considered a three year term even though a member serves 2 years and nine months.

(d) For the purpose of term limitation, any individual who has served six years in an eight year period (if applicable) on a board or commission shall be eligible for reappointment to the same board or commission 12 months from the date said individual terminated service on that commission. This section does not preclude the individual from being appointed to a different board or commission.

(e) A member's term shall continue until he or she is replaced or reappointed, if eligible. The extension of that term shall count towards the member's 6 year term limit described herein.

(f) Unless otherwise provided for in this Article, a member may resign from a board or commission by submitting their resignation in writing (email acceptable) to the City Clerk's office.

~~Resignations from commissions must be submitted in writing (email acceptable)~~.

~~(a) The term of office for boards and commissions shall be for three years (full term) commencing on January 1st and ending on December 31st. Notwithstanding, an appointment to a board or commission may be for a partial term of one year or two years,~~

~~if the mayor and city council find that it is necessary to do so in order to stagger the terms so that the terms of no more than three members of said commission or board will expire in the same year. Said partial term appointment shall be treated in the same manner as an appointment to an unexpired term. A commissioner is allowed to serve a full term and two partial terms of varying lengths consecutively, as long as the total years of consecutive service on one commission does not exceed six years~~

2.25B Term of office-Youth Member.

(a~~b~~) The term of office for a ~~nonvoting~~ youth member of any board or commission shall be for one calendar year, commencing on January 1st and ending on December 31st. ~~school year, commencing on September 2nd and ending on June 30th.~~ Notwithstanding, an appointment of a youth member to a board or commission may be for a partial term, however, that partial term shall end on December 31st and shall be considered a full one calendar term regardless of the date of appointment.~~.~~

(b) Youth ~~nonvoting~~ members are limited to two calendar ~~one~~-year terms ~~i~~on any one board or commission. ~~.~~

(c) A youth member may resign from a board or commission by submitting their resignation in writing (email acceptable) to the City Clerk's office.

2.26 ~~Terms of members—~~Filling vacancies.

~~The term of office of each board member or commissioner shall be for the appointed term three years or until their respective successors are appointed and qualify, and a commissioner may serve for not more than two consecutive full terms. An individual who previously served a total of six consecutive years on one commission shall not be eligible to serve on that commission.~~

(a) If an unscheduled vacancy occurs on a commission, such vacancy ~~If a vacancy occurs otherwise than by expiration of a term, it~~ shall be filled by the mayor by appointment, with the approval of the city council, ~~by appointment~~ for the remainder of that member's term. ~~unexpired portion of the term. Resignations from commissions must be submitted in writing (email acceptable).~~

(b) The remaining term assumed by an individual to fill any vacancy shall be included towards the member's 6 year term limit described in Section 2.25A.

2.27 Absences.

A board member or commissioner's seat will be deemed vacant whenever such board member or commissioner~~, without excuse,~~ misses three consecutive meetings or misses one-third or more of all regular meetings within any twelve-~~six-~~month period. ~~To obtain an excused absence, commissioners must notify commission staff, who will then inform the city clerk's office.~~ Attendance of less than fifty percent of any meeting will be counted as an absence. If a meeting agenda has been posted and the meeting cannot be held due to lack of a quorum, those members not attending shall be considered absent for purposes of this section.

2.28 Compensation.

The members of all boards and commissions shall serve without compensation for their services as such, but may receive reimbursement for necessary traveling and other expenses incurred on official duty when such expenditures have been authorized. The city shall include in its annual budget such appropriations of funds as in its opinion shall be sufficient for the proper and efficient functioning of such commission.

2.29 Appointment to salaried office.

No member of any board or commission of the city shall be eligible for appointment to any salaried office in the service of the city unless such board member or commissioner has resigned as a board member or commissioner prior to his appointment to the salaried position.

2.30 Quorum.

A majority of the total members of a board or commission shall constitute a quorum for the transaction of business. ~~With the exception of the public works infrastructure commission, the public safety commission, the community services commission, and the natural resources and environmental commission, three members of any board or commission shall constitute a quorum. In the event that vacancies exist on a five-member body, three members must be in attendance to achieve a quorum and in the case of a seven-member body, four members must be in attendance to achieve a quorum. Four members shall constitute a quorum for the public works infrastructure commission, public safety commission, the community services commission, and the natural resources and environmental commission.~~

2.31 Organization.

All boards and commissions shall, at their first regular meeting after January 1st of each year, or as soon as reasonably possible, but in no event later than March 31st of that year, elect a chair and vice-chair from among its appointed members to serve for a term of one year. The persons selected as chair and vice-chair shall serve no more than two consecutive one-year terms as chair or vice-chair, respectively. The vice-chair shall serve as chair in the chair's absence. Commissions shall select a secretary, who may or may not be chosen from the membership of the commission. Copies of signed minutes are to be filed with the city clerk's office. All proceedings are open to the public.

Periodically, in order to insure that commissions are functioning as efficiently as possible, and to assess whether commissions still warrant expenditure of limited resources, the city council will conduct assessments of the commissions and their processes.

2.32 Cooperation of city officers and employees.

All officers and employees of the city shall cooperate fully with and render all reasonable assistance to all city boards and commissions.

2.33 Not to incur obligations, expend revenues or commit city.

Unless otherwise authorized in this article, no commission or board shall have the power, without the consent of the city council, to incur financial obligations, nor to pledge the credit of the city, nor expend the revenues of the city for any purpose whatever, nor to commit the city, its council, officers and employees to any course of action, decision or procedure.

2.34 City council and staff liaisons.

The mayor shall appoint a councilmember as liaison to each board and commission. Liaisons are free to attend meetings as their schedules allow. The council liaison role is that of non-voting observer; the liaison does not participate in or direct commission activities. The council liaison shares council decisions and policies with the commission, and reports commission activities, issues, and requests to the council.

Each commission shall be assigned a staff liaison to assist in coordinating the commission's activities. The staff liaison is expected to provide assistance and support to the commission; provide information about relevant city policies and procedures; provide guidance and direction; develop meeting agendas in collaboration with the chair; assist the secretary with the minutes or other official documentation of the commission; facilitate communication between the commission and council; and keep the city manager informed of commission activities. With limited staff resources, the city expects commissioners to assume most of the responsibilities of carrying out the commission's mission.

2.35 Rules for transaction of business—Records.

Commissions shall keep records of its minutes, resolutions, findings, determinations, and recommendations, which records shall be public records. Commissions shall render annually to city council a full written report of its work during the preceding fiscal year. A summary is presented at a city council meeting. The commission shall also submit, from time to time, such reports as the city council may require. Commission members are expected to complete educational programs on the Brown Act, ethics, and other topics. Costs for such programs will be assumed by the city.

ARTICLE IVA. PLANNING COMMISSION

2.36 Creation.

There is hereby created a city planning commission for the city pursuant to the provisions of the Planning and Zoning Law set forth in Government Code Section 65000, et. seq. The commission shall consist of [7] members. ~~"The Planning Act" adopted in 1929 by the legislature of the state and subsequently amended.~~

2.37 ~~Monthly m~~Meetings.

The planning commission shall hold ~~at least~~ one regular meeting ~~in~~ each month ~~with the exception of November and December.~~ on a date and time established by resolution. Special meetings, as necessary, may be called as provided for in Government Code Section 54956, or its successor statute.

2.38 Intentionally Omitted.~~Authority to contract for services and assistance. The planning commission may enter into contracts with planning consultants and other specialists for such services as it may require and for necessary clerical assistance, but such contracts shall first be approved by the city council.~~

2.39 Powers and duties generally.

The planning commission shall act as a consulting and advisory board to the council of the city and shall make investigations and recommendations in an advisory capacity, either upon its own initiative or upon the request of the city council, of matters pertaining to a civic center, subdivisions, zoning, parks and boulevards, beautification of the city and in general such other subjects as have to do with the orderly and consistent physical development of the city.

The commission shall also have all the powers and duties of a board of zoning adjustment.

Such powers include the power to hear and decide:

(a) Applications for conditional uses or other permits when the zoning ordinance provides therefor and establishes criteria for determining such matters.

(b) Applications for variances from the terms of the zoning ordinance when the following circumstances are found to apply:

(1) That any variance granted shall be subject to such conditions as will assure that the adjustment thereby authorized shall not constitute a grant of special privilege inconsistent with the limitations upon other properties in the vicinity and zone in which subject property is situated;

(2) That because of special circumstances applicable to subject property, including size, shape, topography, location or surroundings, the strict application of the zoning ordinance is found to deprive subject property of privileges enjoyed by other properties in the vicinity and under identical zone classification.

ARTICLE IVB. PUBLIC SAFETY COMMISSION

2.40 Creation~~, composition and member training~~.

There is hereby created a public safety commission ~~for~~ of the city. ~~, consisting of seven adult members, who shall be appointed pursuant to SPMC 2.23.~~ At least two of the ~~seven~~ members should have a background in public safety.

2.41 Ex officio members.

The chief of police of the city and the chief of the fire department of the city shall be ex officio members of the public safety commission. They shall not have the power to vote.

2.42 Meetings.

The public safety commission shall hold regular meetings every other month on a date and time established by resolution. ~~a maximum of 10 regular meetings per calendar year. The commission shall adopt a schedule of meetings each year, consistent with this section.~~ Special meetings, as necessary, may be called as provided for in Government Code Section 54956, or its successor statute. ~~by a majority of the commission as needed, if approved by the council liaison.~~

2.43 Powers and duties generally.

Commission meetings shall serve as a forum for community discussion and make recommendations to the city council and the respective chiefs on policy regarding public safety matters, including emergency preparedness, to build upon strong community trust with the police and fire departments by promoting transparency, accountability, and

information sharing with the community. The commission shall have the following powers and duties:

(a) To engage with the community by maintaining an ongoing dialogue with community members and community organizations.

(b) To review and comment on police and fire department policies, procedures, practices and to advise on the setting of goals for the departments that reflect community values.

(c) To review and comment on regular updates presented by the police chief and fire chief on the departments' customer service programs, community-oriented programs, trends, statistics, and prevention programs.

(d) To review and monitor regular reported data, at least once a quarter, on police use of force, arrests, citations, field interviews, requests for service, and mutual aid requests, to the extent legally permitted.

(e) To review and monitor regular reported data, at least once a quarter, on fire, medical, rescue, collision and other calls for service, and mutual aid requests, to the extent legally permitted.

(f) To provide a forum to address concerns, complaints, and commendations regarding the police and fire departments and to receive progress reports on investigations and critical incidents, when legally possible.

(g) To review and provide recommendations on traffic and pedestrian safety and traffic enforcement.

(h) To review and provide recommendations on school and community care facility safety, such as the school resource officer, crossing guards, and outreach programs.

(i) To review and provide recommendations on disaster planning, emergency preparedness, crisis management, and public health emergencies.

(j) To review and comment on annual reports presented by the police chief and fire chief on the departments' best practices, statistics, recruitment, training, retention, trends, and prevention initiatives. These annual reports will subsequently be presented to the city council with feedback and recommendations from the commission.

(k) To receive, review and comment on an annual report on homeless issues presented by the police chief after the annual homeless count takes place.

ARTICLE IVC. COMMUNITY SERVICES COMMISSION

2.44A Creation.

There is hereby created a community services commission.~~and established a community services commission of the city to address the city's senior citizen, youth, and general population's needs for recreational and other services.~~ The commission shall consist of seven members.

2.44B Meetings.

The community services commission shall hold regular meetings every other month on a date and time established by resolution. Special meetings, as necessary, may be called as provided for in Government Code Section 54956, or its successor statute.

~~**2.45 Composition – School district representative.**~~

~~The commission shall consist of seven members who shall be appointed pursuant to SPMC 2.23. To encourage representation of the senior community, one or more members shall be age 55 or older. To encourage representation of the youth community, one or more members shall be between the ages of 14 and 18The school district may appoint a nonvoting representative to advise the commission on issues related to city sponsored youth services and recreation activities.~~

2.45 School district representative.

The school district may appoint a nonvoting representative to advise the commission on issues related to city sponsored youth services and recreation activities. If appointed, the school district representative shall be considered as an advisory representative and not part of the seven member commission.

2.46 Powers and duties.

The powers and duties of the community services commission shall be to:

(a) Act in advisory capacity to the city council and director of and the community services department in all matters pertaining to activities promoting the health, interests and well-being of the city's senior citizen and youth populations, and all matters pertaining to parks and public recreation;

(b) Recommend policies for the control, management, and use of community services facilities, subject to review of the community services director and approval by the city council;

(c) Recommend the acquisition, use and relinquishment of community services facilities and services for city council consideration;

(d) Advise the city council on development of recreation areas, facilities, programs and improved recreation services;

(e) Recommend the adoption of standards on organizations, personnel, areas and facilities, program and financial support;

(f) Take periodic inventories of community recreation services that exist or may be needed and interpret the needs of the public to the city council and to the director of the community services department;

(g) Inform the public of the policies and functions of community services programs as directed by the city council.

(h) Inform, advise and cooperate with boards of education and boards of school trustees of school districts comprising a part of the city or being immediately adjacent to the city to the extent that such information, advice and cooperation shall be proper and desirable in preparing, revising or carrying out the programs of the city's community services department.

ARTICLE IVD. PUBLIC WORKS INFRASTRUCTURE COMMISSION

2.47-1 Creation.

There is hereby created a ~~seven-member~~ public works infrastructure commission.

2.47-2 Meetings.

The public works infrastructure commission shall hold one regular meeting each month on a date and time established by resolution. Special meetings, as necessary, may be called as provided for in Government Code Section 54956, or its successor statute.

2.47-~~3~~2 Responsibilities.

It shall be the responsibility of the public works infrastructure commission to serve in an advisory capacity to the city council on the following:

(a) Policy matters related to infrastructure, including water, sewer, stormwater, power, transportation, streets, sidewalks, buildings, parks, and city facilities and properties;

(b) Transportation mobility policy matters, including traffic management plans, transit, multimodal transportation and active transportation, evolving transportation and mobility technologies, parking management, and regional transportation matters;

(c) Federal, state, regional and local infrastructure funding and planning;

(d) Utility management, including water, sewer, power, and stormwater;

(e) Providing input on infrastructure policies and plans, such as the city's capital improvement program, and public works comprehensive planning documents, such as those related to water, sewer, stormwater, power, transportation, streets, sidewalks, buildings, parks, and city facilities and properties.

The public works infrastructure commission shall also serve as a forum for community input on public works infrastructure topics.

2.47-~~4~~3 Limitations.

The public works infrastructure commission may discharge its responsibilities in the manner and means selected by it, except as follows:

(a) Unless expressly authorized to do so by the city council, it shall not represent itself to be, nor in any way act for or on behalf of, the city council, nor shall it have authority to commit the officers, employees or staff of the city in any manner to any course of action. To the contrary, it shall act as a study center and clearinghouse for advisory action to the city council; and

(b) It shall not encroach upon any area preempted by state or federal law; and

(c) It shall forward all of its findings and recommendations to the city manager and the city council.

2.47-~~5~~4 Composition of members.

All members shall have an expressed interest in and knowledge of public works projects and programs, methods and procedures, policies, or infrastructure. The city shall make a concerted effort to recruit at least one registered civil engineer and one registered traffic engineer, both with active licenses, and professionals with expertise in other areas such as traffic engineering, structural engineering, architecture, landscape architecture, water, stormwater, sewers, mobility planning, transportation infrastructure, contracting or construction, construction law, or construction management and inspection.

~~**2.47-5 Meetings.**~~

~~The public works infrastructure commission shall hold up to one regular meeting each month and may call special meetings as provided in Government Code Section 54956~~

ARTICLE IVG. NATURAL RESOURCES AND ENVIRONMENTAL COMMISSION

2.56A Creation.

There is hereby created a natural resources and environmental commission.

2.56B Meetings.

The natural resources and environmental commission shall hold regular meetings every other month on a date and time established by resolution. Special meetings, as necessary, may be called as provided for in Government Code Section 54956, or its successor statute.

2.57 Powers and duties.

The powers and duties of the natural resources and environmental commission shall be to:

(a) Act in advisory capacity to the city council in all matters pertaining to energy, science and technology, and natural resources and the environment, and to cooperate with other governmental agencies and civic groups in the advancement of the planning, programming, use and conservation of energy and natural resources, as well as the preservation of the environment;

(b) Formulate and propose policies on the use, reuse, recycling and preservation of natural resources, for approval by the city council;

(c) Recommend the adoption of standards on organizations, personnel, areas and facilities, program and financial support;

(d) Make periodic inventories of natural resources that exist or may be needed and interpret the needs of the public to the city council;

(e) Aid in coordinating the regulation of use and reuse of natural resources with the programs or other governmental agencies and voluntary organizations;

(f) Inform the public of the policies of the use, reuse, recycling and preservation of natural resources as directed by the city council;

(g) Formulate, for recommendation to the city council, urban forestry management policies, including management of trees on public or private property;

(h) Issue tree removal permits and tree trimming permits pursuant to Chapter 34 of this code.

ARTICLE IVH. CULTURAL HERITAGE COMMISSION

2.60A Creation.

There is hereby created a cultural heritage commission of the city of South Pasadena.

2.60B Meetings.

The cultural heritage commission shall hold one regular meeting each month on a date and time established by resolution. Special meetings, as necessary, may be called as provided for in Government Code Section 54956, or its successor statute.

ARTICLE IVI. FINANCE COMMISSION

2.69 Creation.

There is hereby created a finance commission.

2.70 Meetings.

The finance commission shall hold one regular meeting each month on a date and time established by resolution. Special meetings, as necessary, may be called as provided for in Government Code Section 54956, or its successor statute. ~~may hold a maximum of 10 regular meetings per calendar year. The commission shall adopt a schedule of meetings each year, consistent with this section.~~

2.71 Powers and duties.

The powers and duties of the finance commission shall be to:

(a) Provide high-level oversight and advice to the city council, city treasurer and finance director regarding financial matters affecting the city including, but not limited to, investments, budget development and monitoring, revenue development, taxation, debt financing, and internal controls;

(b) Formulate and propose policies on financial matters for approval by the city council;

(c) Recommend the adoption of standards on organizations, personnel, areas and facilities, program and financial support;

(d) Make periodic inventories of financial services that exist or may be needed and interpret the needs of the public to the city council;

(e) Aid in coordinating the financial services with the programs of other governmental agencies and voluntary organizations;

(f) Inform the public of the policies and functions of the financial programs as directed by the city council.

~~**2.72 Composition of members.**~~

~~The initial composition of the finance commission will consist of the five currently serving members of the finance committee, and their term lengths will be staggered as follows: one member will serve one year and then be eligible for two consecutive three-year terms, two members will serve two years and then be eligible for two consecutive three-year terms, and the remaining two members will serve three years and be eligible for one additional consecutive three-year term. Future appointments will be made by the mayor pursuant to SPMC 2.23 (Composition, appointment and removal of members).~~

ARTICLE IVL. PUBLIC ART COMMISSION

2.79-7 Creation.

There is hereby created a ~~five-member~~ public art commission.

2.79-8 Meetings.

The public art commission shall hold one regular meeting each calendar quarter on a date and time established by resolution. Special meetings, as necessary, may be called as provided for in Government Code Section 54956, or its successor statute.

2.79-~~9~~8 Responsibilities.

It shall be the responsibility of the public art commission:

(a) To act in an advisory capacity to the city council in all matters pertaining to public art or art in public places;

(b) To review and approve proposed public art projects associated with the city's Civic Center Art Gallery, public art program, and public art development fee; and

(c) To provide policy recommendations on public art projects and programs as directed by the city manager or the city council, including but not limited to artwork placed in public places or incorporated into public buildings, art education programs, or art display programs or performances.

2.79-~~9~~10 Limitations.

The public art commission may discharge its responsibilities in the manner and means selected by it, except as follows:

(a) Unless expressly authorized to do so by the city council, it shall not represent itself to be, nor in any way act for or on behalf of, the city council, nor shall it commit the officers, employees or staff of the city in any manner to any course of action; to the contrary, it shall act as a study center and clearinghouse for advisory action to the city council; and

(b) It shall not encroach upon any area preempted by state or federal law; and

(c) It shall forward all of its findings and recommendations to the city manager and the city council prior to public release.

2.79-1~~0~~1 Composition of members.

All members shall have an expressed interest in and knowledge of public art projects, methods, and procedures.

~~**2.79-11 Meetings.**~~

~~The public art commission shall hold up to one regular meeting each quarter, on an as-needed basis. The chair may call for a special meeting if needed with concurrence of the commission.~~

UNCODIFIED PROVISIONS

Sections 2.24, 2.25A, 2.25B and 2.26 of Article IV (Boards and Commissions-General Provisions) of Chapter 2 (Administration) adopted by Ordinance No. 2406 shall apply to those members in office on any Board or Commission as of January 1, 2025.

A member currently in office on any Commission which has had its membership reduced from 7 members to 5 members shall continue to serve until their term expires notwithstanding that Ordinance No. 2406 has reduced the composition of the member's commission from 7 to 5 members. An appointment pursuant to Section 2.23 may not be made to such commission until there is a vacancy and when filled, the composition of the commission will not exceed 5 members.