



**CITY OF SOUTH PASADENA
FINANCE COMMISSION
REGULAR MEETING AGENDA**

**Commissioners to participate via
ZOOM Meeting ID: 894 5867 9083
Password: FINANCE
February 24, 2022, at 6:30 pm**

CALL TO ORDER:	Commission Chair Elsner
ROLL CALL:	Commissioners Tao, Findley, Wood, and City Treasurer Pia
COUNCIL LIAISON:	Council Member, Jack Donovan
STAFF PRESENT:	Interim Finance Director, Ken Louie

NOTICE OF PUBLIC PARTICIPATION AND ACCESSIBILITY

Pursuant to Government Code Section 54953, subdivision (e) (3), the Finance Commission may conduct its meetings remotely and be held via video conference. The Finance Commission may allow public participation to continue via live public comment conducted over ZOOM.

The Meeting will be available –

- Via web link: www.southpasadenaca.gov/financecommission

If you would like to comment on an agenda item, or make a general public comment, members of the public may submit their comments for Finance Commission’s consideration by one of the following options:

Option 1: Participants will be able to “raise their hand” using the Zoom icon during the meeting, and they will have their microphone un-muted during comment portions of the agenda to speak.

Option 2: Email your public comment(s) to fcpubliccomment@southpasadenaca.gov
Public Comments must be received by 6 p.m., February 23, 2022 to ensure adequate time to compile and post. Public Comment portion of the email is limited to 150 words. Please make sure to indicate: 1) your name; 2) what agenda item you are submitting public comment on, or if it is a general public comment.

ACTION/DISCUSSION

- 1. Selection of OPEB Trustee
- 2. Update on Investment Philosophy (verbal)
- 3. Selection of a Commission Chair and Vice Chair
- 4. Approval of Minutes for the December 16th Meeting

ADJOURNMENT

FUTURE FINANCE COMMISSION MEETINGS


March 31, 2022

Virtual

PUBLIC ACCESS TO AGENDA DOCUMENTS

Prior to meetings, agenda related documents are available for public inspection at, City Hall, 1414 Mission Street, South Pasadena, CA 91030. The complete agenda packet may also be viewed on the City’s website at: www.southpasadenaca.gov/financecommission

ACCOMMODATIONS



The City of South Pasadena wishes to make all of its public meetings accessible to the public. Meeting facilities are accessible to persons with disabilities. If special assistance is needed to participate in this meeting, please contact the City Clerk's Division at (626) 403-7230. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities. Hearing assistive devices are available in the Council Chamber. 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).

I declare under penalty of perjury that I posted this notice of agenda on the bulletin board in the courtyard of City Hall at 1414 Mission Street, South Pasadena, CA 91030, and on the City’s website as required by law.

Date 2/17/2022 Interim Finance Director Kenneth Louie



Finance Commission Agenda Report

DATE: February 24, 2022

FROM: Ken Louie, Interim Finance Director

SUBJECT: OPEB Trustee Selection

Recommendation

It is recommended that the Finance Commission approve the selection of an Other Post-Employment Benefits (OPEB) Section 115 Trustee – California Employers’ Retiree Benefit Trust (CERBT) a division of CalPERS.

Background

At the regular City Council meeting of February 2, 2022, the City Council voted unanimously to place \$1,215,000 into an OPEB Section 115 trust. Per a recent actuarial study, it was determined that the City has \$17.4 million in unfunded OPEB. These placed funds will be held in an interest-bearing trust to responsibly provide for these future liabilities. Section 115 irrevocable trusts allow cities to invest assets to fund future OPEB obligations. There is no minimum initial contribution, the City will not be required to make annual contributions and can make deposits at its discretion. Trusts of this nature have the wherewithal to achieve greater returns and better yields than other short-term instruments such as the Local Agency Investment Fund (LAIF).

What do Section 115 trusts do?

A Section 115 Irrevocable Trust will allow the City to establish a pension trust fund to accumulate, hold, and distribute plan assets for the exclusive provision of post-retirement benefit costs such as medical benefits provided by the City. Withdrawals of plan assets are not permitted for any other use than for post-retirement related costs paid by the City to retirees. Use of a Section 115 Irrevocable Trust, such as the CERBT, offers the City a means of accruing investment income from General Fund balances intended for payment of future liability.

Discussion/Analysis

Staff has identified and evaluated four renowned OPEB/Section 115 Irrevocable Trust providers with regards to the establishment of a City of South Pasadena trust. Prospective administrators were evaluated based on number of member agencies, assets under management, fee schedule, and annualized returns. Fees associated with a trust go towards management fees, administrative costs, and custodial services.

The quotes received were based on an initial \$1,215,000 deposit and were as follows:

Name	Fee	Est. Cost
CERBT - CalPERS	10 bpm	\$1,215
PARS-Pub. Agency Ret. Svcs.	60 bpm	\$7,290
Keenan Financial Svcs.	60 bpm	\$7,290
Public Financial Mgmt. *	-	-

*Public Financial Management did not submit.

Staff at this time is recommending the CERBT – CalPERS entity based on the following:

- Lowest annual cost
- Usage of CalPERS Investment Division
- Non-profit based
- CalPERS top 3 investors in California
- Ability to generate larger returns through diversity of investment
- Consistent low-cost model
- Largest Section 115 trust provider with \$17 billion in assets
- Over 600 unique employer contracts.

YEAR 1

Fee Rate in Basis Points (bps) and Annual Costs on Assets Under Management (AUM)					
AUM	10bps	20bps	25bps	30bps	60bps
\$1M	\$1K	\$2K	\$2.5K	\$3K	\$6K
\$10M	\$10K	\$20K	\$25K	\$30K	\$60K
\$34M	\$34K	\$68K	\$85K	\$102K	\$204K
\$55M	\$55K	\$110K	\$137.5K	\$165K	\$330K
\$89M	\$89K	\$178K	\$222.5K	\$267K	\$534K

YEAR 10

Fee Rate in Basis Points (bps) and Decade Costs on Assets Under Management (AUM)					
AUM	10bps	20bps	25bps	30bps	60bps
\$1M	\$10K	\$20K	\$25K	\$30K	\$60K
\$10M	\$100K	\$200K	\$250K	\$300K	\$600K
\$34M	\$340K	\$680K	\$850K	\$1.02M	\$2.04M
\$55M	\$550K	\$1.10M	\$1.375M	\$1.65M	\$2.30M
\$89M	\$890K	\$1.78M	\$2.225M	\$2.67M	\$5.34M

CERBT Fee Rate History:

Fiscal Year	Fee Rate in Basis Points
2007-08	2.00
2008-09	6.00
2009-10	9.00
2010-11	12.00
2011-12	12.00
2012-13	15.00
2013-14	13.00
2014-15	10.00
2015-16	10.00
2016-17	10.00
2017-18	10.00
2018-19	10.00
2019-20	10.00
2020-21	10.00
2021-22	10.00

Formalization Process

If the Finance Commission validates the staff recommendation, the following steps would then occur:

- 1) The City Council would adopt a resolution entering into an “Agreement and Election To Prefund Other Post Employments Through CalPERS”
- 2) The City Council would adopt a resolution to state the “Delegation of Authority to Request Disbursements” which would likely be the City Manager, Deputy City Manager and Director of Finance
- 3) Staff would work with the actuarial on the completion of various valuation forms.

A sample of both resolutions as well as a copy of the other forms for completion are attached to this report.

Fiscal Impact

The establishment of an OPEB Section 115 Irrevocable Trust will ensure that future liability is provided for at least in part. In future years, the City will have the option of contributing to this trust with the intent of reducing its unfunded liability. If and when the future need arises to seek financial assistance to pay current OPEB obligations, the City Manager, Deputy City Manager and Finance Director may draw down from the trust.

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

Attachments

Sample Resolution for Agreement and Election to Prefund, Sample Resolution for Delegation of Authority for Disbursements.

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
TO PREFUND OTHER POST-EMPLOYMENT BENEFITS THROUGH
CalPERS**

WHEREAS (1) Government Code Section 22940 establishes in the State Treasury the Annuitants' Health Care Coverage Fund for the prefunding of health care coverage for annuitants (Prefunding Plan); and

WHEREAS (2) The California Public Employees' Retirement System (CalPERS) Board of Administration (Board) has sole and exclusive control and power over the administration and investment of the Prefunding Plan (sometimes also referred to as CERBT), the purposes of which include, but are not limited to (i) receiving contributions from participating employers and establishing separate Employer Prefunding Accounts in the Prefunding Plan for the performance of an essential governmental function (ii) investing contributed amounts and income thereon, if any, in order to receive yield on the funds and (iii) disbursing contributed amounts and income thereon, if any, to pay for costs of administration of the Prefunding Plan and to pay for health care costs or other post-employment benefits in accordance with the terms of participating employers' plans; and

WHEREAS (3) _____
(NAME OF EMPLOYER)

(Employer) desires to participate in the Prefunding Plan upon the terms and conditions set by the Board and as set forth herein; and

WHEREAS (4) Employer may participate in the Prefunding Plan upon (i) approval by the Board and (ii) filing a duly adopted and executed Agreement and Election to Prefund Other Post-Employment Benefits (Agreement) as provided in the terms and conditions of the Agreement; and

WHEREAS (5) The Prefunding Plan is a trust fund that is intended to perform an essential governmental function within the meaning of Section 115 of the Internal Revenue Code as an agent multiple-employer defined benefit plan as defined in Governmental Accounting Standards Board (GASB) Statements for Accounting and Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans (OPEB Standards) consisting of an aggregation of single-employer plans, with pooled administrative and investment functions;

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

SECTION 1.

A. Representation and Warranty

Employer represents and warrants that it is a political subdivision of the State of California or an entity whose income is excluded from gross income under Section 115 (1) of the Internal Revenue Code.

SECTION 2.

B. Adoption and Approval of the Agreement; Effective Date; Amendment

(1) Employer's governing body shall elect to participate in the Prefunding Plan by adopting this Agreement and filing with the CalPERS Board a true and correct original or certified copy of this Agreement as follows:

Filing by mail, send to: CalPERS
 CERBT (OPEB)
 P.O. Box 1494
 Sacramento, CA 95812-1494

Filing in person, deliver to: CalPERS Mailroom
 CERBT (OPEB)
 400 Q Street
 Sacramento, CA 95811

(2) Upon receipt of the executed Agreement, and after approval by the Board, the Board shall fix an effective date and shall promptly notify Employer of the effective date of the Agreement.

(3) The terms of this Agreement may be amended only in writing upon the agreement of both CalPERS and Employer, except as otherwise provided herein. Any such amendment or modification to this Agreement shall be adopted and executed in the same manner as required for the Agreement. Upon receipt of the executed amendment or modification, the Board shall fix the effective date of the amendment or modification.

(4) The Board shall institute such procedures and processes as it deems necessary to administer the Prefunding Plan, to carry out the purposes of this Agreement, and to maintain the tax-exempt status of the Prefunding Plan. Employer agrees to follow such procedures and processes.

SECTION 3.

C. Other Post-Employment Benefits (OPEB) Cost Reports and Employer Contributions

(1) Employer shall provide to the Board an OPEB cost report on the basis of the actuarial assumptions and methods prescribed by the Board. Such report shall be for the Board's use in financial reporting, and shall be prepared at least as often as the minimum frequency required by applicable GASB OPEB Standards. This OPEB cost report may be prepared as an actuarial valuation report or, if the employer is qualified under GASB OPEB Standards, may be prepared as an Alternative Measurement Method (AMM) report.

- (a) Unless qualified under GASB OPEB Standards, to provide an AMM report, Employer shall provide to the Board an actuarial valuation report. Such report shall be for the Board's use in financial reporting, and shall be prepared at least as often as the minimum frequency required by GASB OPEB Standards, and shall be:
 - 1) prepared and signed by a Fellow or Associate of the Society of Actuaries who is also a Member of the American Academy of Actuaries or a person with equivalent qualifications acceptable to the Board;
 - 2) prepared in accordance with generally accepted actuarial practice and GASB OPEB Standards; and,
 - 3) provided to the Board prior to the Board's acceptance of contributions for the valuation period or as otherwise required by the Board.

- (b) If qualified under GASB OPEB Standards, Employer may provide to the Board an AMM report. Such report shall be for the Board's use in financial reporting, shall be prepared at least as often as the minimum frequency required by GASB OPEB Standards, and shall be:
 - 1) affirmed by Employer's external auditor, or by a Fellow or Associate of the Society of Actuaries who is also a Member of the American Academy of Actuaries or a person with equivalent qualifications acceptable to the Board, to be consistent with the AMM process described in GASB OPEB Standards;
 - 2) prepared in accordance with GASB OPEB Standards; and,
 - 3) provided to the Board prior to the Board's acceptance of contributions for the valuation period or as otherwise required by the Board.

(2) The Board may reject any OPEB cost report for financial reporting purposes submitted to it, but shall not unreasonably do so. In the event that the Board

determines, in its sole discretion, that the OPEB cost report is not suitable for use in the Board's financial statements or if Employer fails to provide a required OPEB cost report, the Board may obtain, at Employer's expense, an OPEB cost report that meets the Board's financial reporting needs. The Board may recover from Employer the cost of obtaining such OPEB cost report by billing and collecting from Employer or by deducting the amount from Employer's account in the Prefunding Plan.

(3) Employer shall notify the Board of the amount and time of contributions which contributions shall be made in the manner established by the Board.

(4) Employer contributions to the Prefunding Plan may be limited to the amount necessary to fully fund Employer's actuarial present value of total projected benefits, as supported by the OPEB cost report for financial reporting purposes acceptable to the Board. As used throughout this document, the meaning of the term "actuarial present value of total projected benefits" is as defined in GASB OPEB Standards. If Employer's contribution causes its assets in the Prefunding Plan to exceed the amount required to fully fund the actuarial present value of total projected benefits, the Board may refuse to accept the contribution.

(5) No contributions are required. Contributions can be made at any time following the effective date of the Agreement provided that Employer has first complied with the requirements of Paragraph C.

SECTION 4.

D. Administration of Accounts, Investments, Allocation of Income

(1) The Board has established the Prefunding Plan as an agent plan consisting of an aggregation of single-employer plans, with pooled administrative and investment functions, under the terms of which separate accounts are maintained for each employer so that the Employer's assets will provide benefits only under the Employer's post-employment benefit plan(s).

(2) All Employer contributions and assets attributable to Employer contributions shall be separately accounted for in the Prefunding Plan (Employer's Prefunding Account).

(3) Employer's Prefunding Account assets may be aggregated with prefunding account assets of other employers and may be co-invested by the Board in any asset classes appropriate for a Section 115 Trust.

(4) The Board may deduct the costs of administration of the Prefunding Plan from the investment income or Employer's Prefunding Account in a manner determined by the Board.

(5) Investment income shall be allocated among participating employers and posted to Employer's Prefunding Account as determined by the Board but no less frequently than annually.

(6) If Employer's assets in the Prefunding Plan exceed the amount required to fully fund the actuarial present value of total projected benefits, the Board, in compliance with applicable accounting and legal requirements, may return such excess to Employer.

SECTION 5.

E. Reports and Statements

(1) Employer shall submit with each contribution a contribution report in the form and containing the information prescribed by the Board.

(2) The Board shall prepare and provide a statement of Employer's Prefunding Account at least annually reflecting the balance in Employer's Prefunding Account, contributions made during the period and income allocated during the period, and such other information as the Board determines.

SECTION 6.

F. Disbursements

(1) Employer may receive disbursements not to exceed the annual premium and other costs of post-employment healthcare benefits and other post-employment benefits as defined in GASB OPEB Standards.

(2) Employer shall notify CalPERS in writing in the manner specified by CalPERS of the persons authorized to request disbursements from the Prefunding Plan on behalf of Employer.

(3) Employer's request for disbursement shall be in writing signed by Employer's authorized representative, in accordance with procedures established by the Board. The Board may require that Employer certify or otherwise establish that the monies will be used for the purposes of the Prefunding Plan.

(4) Requests for disbursements that satisfy the requirements of paragraphs (2) and (3) will be processed monthly.

(5) CalPERS shall not be liable for amounts disbursed in error if it has acted upon the written instruction of an individual authorized by Employer to request disbursements. In the event of any other erroneous disbursement, the extent of CalPERS' liability shall be the actual dollar amount of the disbursement, plus interest at the actual earnings rate but not less than zero.

(6) No disbursement shall be made from the Prefunding Plan which exceeds the balance in Employer's Prefunding Account.

SECTION 7.

G. Costs of Administration

Employer shall pay its share of the costs of administration of the Prefunding Plan, as determined by the Board.

SECTION 8.

H. Termination of Employer Participation in Prefunding Plan

- (1) The Board may terminate Employer's participation in the Prefunding Plan if:
 - (a) Employer gives written notice to the Board of its election to terminate;
 - (b) The Board finds that Employer fails to satisfy the terms and conditions of this Agreement or of the Board's rules or regulations.
- (2) If Employer's participation in the Prefunding Plan terminates for any of the foregoing reasons, all assets in Employer's Prefunding Account shall remain in the Prefunding Plan, except as otherwise provided below, and shall continue to be invested and accrue income as provided in Paragraph D.
- (3) After Employer's participation in the Prefunding Plan terminates, Employer may not make contributions to the Prefunding Plan.
- (4) After Employer's participation in the Prefunding Plan terminates, disbursements from Employer's Prefunding Account may continue upon Employer's instruction or otherwise in accordance with the terms of this Agreement.
- (5) After the Employer's participation in the Prefunding Plan terminates, the governing body of the Employer may request either:
 - (a) A trustee to trustee transfer of the assets in Employer's Prefunding Account; provided that the Board shall have no obligation to make such transfer unless the Board determines that the transfer will satisfy applicable requirements of the Internal Revenue Code, other law and accounting standards, and the Board's fiduciary duties. If the Board determines that the transfer will satisfy these requirements, the Board shall then have one hundred fifty (150) days from the date of such determination to effect the transfer. The amount to be transferred shall be the amount in the Employer's Prefunding Account as of the date of the transfer (the "transfer date") and shall include investment earnings up to an investment earnings allocation date preceding the transfer date. In no event shall the investment earnings allocation date precede the transfer date by more than 150 days.
 - (b) A disbursement of the assets in Employer's Prefunding Account; provided that the Board shall have no obligation to make such disbursement unless the Board determines that, in compliance with the Internal Revenue Code, other law and accounting standards, and the Board's fiduciary duties, all of Employer's obligations for payment of post-employment health care benefits and other post-employment benefits and reasonable administrative costs of the Board have been satisfied. If the Board determines that the disbursement will satisfy these requirements, the

Board shall then have one hundred fifty (150) days from the date of such determination to effect the disbursement. The amount to be disbursed shall be the amount in the Employer's Prefunding Account as of the date of the disbursement (the "disbursement date") and shall include investment earnings up to an investment earnings allocation date preceding the disbursement date. In no event shall the investment earnings allocation date precede the disbursement date by more than 150 days.

(6) After Employer's participation in the Prefunding Plan terminates and at such time that no assets remain in Employer's Prefunding Account, this Agreement shall terminate.

(7) If, for any reason, the Board terminates the Prefunding Plan, the assets in Employer's Prefunding Account shall be paid to Employer after retention of (i) amounts sufficient to pay post-employment health care benefits and other post-employment benefits to annuitants for current and future annuitants described by the employer's current substantive plan (as that term is used in GASB OPEB Standards), and (ii) amounts sufficient to pay reasonable administrative costs of the Board.

(8) If Employer ceases to exist but Employer's Prefunding Plan continues to exist and if no provision has been made by Employer for ongoing payments to pay post-employment health care benefits and other post-employment benefits to annuitants for current and future annuitants, the Board is authorized to and shall appoint a third party administrator to carry out Employer's Prefunding Plan. Any and all costs associated with such appointment shall be paid from the assets attributable to contributions by Employer.

(9) If Employer should breach the representation and warranty set forth in Paragraph A., the Board shall take whatever action it deems necessary to preserve the tax-exempt status of the Prefunding Plan.

SECTION 9.

I. General Provisions

(1) Books and Records.

Employer shall keep accurate books and records connected with the performance of this Agreement. Employer shall ensure that books and records of subcontractors, suppliers, and other providers shall also be accurately maintained. Such books and records shall be kept in a secure location at the Employer's office(s) and shall be available for inspection and copying by CalPERS and its representatives.

(2) Audit.

- (a) During and for three years after the term of this Agreement, Employer shall permit the Bureau of State Audits, CalPERS, and its authorized

representatives, and such consultants and specialists as needed, at all reasonable times during normal business hours to inspect and copy, at the expense of CalPERS, books and records of Employer relating to its performance of this Agreement.

- (b) Employer shall be subject to examination and audit by the Bureau of State Audits, CalPERS, and its authorized representatives, and such consultants and specialists as needed, during the term of this Agreement and for three years after final payment under this Agreement. Any examination or audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement. Employer shall cooperate fully with the Bureau of State Audits, CalPERS, and its authorized representatives, and such consultants and specialists as needed, in connection with any examination or audit. All adjustments, payments, and/or reimbursements determined to be necessary by any examination or audit shall be made promptly by the appropriate party.

(3) Notice.

- (a) Any notice, approval, or other communication required or permitted under this Agreement will be given in the English language and will be deemed received as follows:
 1. Personal delivery. When personally delivered to the recipient. Notice is effective on delivery.
 2. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice. Notice is effective three delivery days after deposit in a United States Postal Service office or mailbox.
 3. Certified mail. When mailed certified mail, return receipt requested. Notice is effective on receipt, if delivery is confirmed by a return receipt.
 4. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, Notice is effective on delivery, if delivery is confirmed by the delivery service.
 5. Telex or Facsimile Transmission. When sent by telex or fax to the last telex or fax number of the recipient known to the party giving notice. Notice is effective on receipt, provided that (i) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (ii) the receiving party delivers a written

confirmation of receipt. Any notice given by telex or fax shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a nonbusiness day.

6. E-mail transmission. When sent by e-mail using software that provides unmodifiable proof (i) that the message was sent, (ii) that the message was delivered to the recipient's information processing system, and (iii) of the time and date the message was delivered to the recipient along with a verifiable electronic record of the exact content of the message sent.

Addresses for the purpose of giving notice are as shown in Paragraph B.(1) of this Agreement.

- (b) Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- (c) Any party may change its address, telex, fax number, or e-mail address by giving the other party notice of the change in any manner permitted by this Agreement.
- (d) All notices, requests, demands, amendments, modifications or other communications under this Agreement shall be in writing. Notice shall be sufficient for all such purposes if personally delivered, sent by first class, registered or certified mail, return receipt requested, delivery by courier with receipt of delivery, facsimile transmission with written confirmation of receipt by recipient, or e-mail delivery with verifiable and unmodifiable proof of content and time and date of sending by sender and delivery to recipient. Notice is effective on confirmed receipt by recipient or 3 business days after sending, whichever is sooner.

(4) Survival

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of their Agreement shall survive the termination of this Agreement until such time as all amounts in Employer's Prefunding Account have been disbursed.

(5) Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and

signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

(6) Necessary Acts, Further Assurances

The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

SECTION 10. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this XXth day of XXXX, 2022.

Michael A. Cacciotti, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Munoz
Deputy City Clerk

Andrew Jared, City Attorney

CITY OF SOUTH PASADENA

**CITY CLERK'S DIVISION
CERTIFICATION OF RESOLUTION**

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

I, Christina Munoz, Deputy City Clerk of the City of South Pasadena, do hereby certify that Resolution No. _____, was duly and regularly approved and adopted at a Regular meeting of the City Council on this XXth day of XXXX, 2022, by the following votes as the same appears on file and of record in the Office of the City Clerk.

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**

Christina Munoz
Deputy City Clerk

A majority vote of Employer's Governing Body at a public meeting held on the _____ day of the month of _____ in the year _____, authorized entering into this Agreement.

Signature of the Presiding Officer: _____

Printed Name of the Presiding Officer: _____

Name of Governing Body: _____

Name of Employer: _____

Date: _____

BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
ARNITA PAIGE
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

<p>To be completed by CalPERS</p> <p>The effective date of this Agreement is: _____</p>

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
CalPERS - DELEGATION OF AUTHORITY TO REQUEST
DISBURSEMENTS**

WHEREAS, The City of South Pasadena would like to enter an agreement with CalPERS regarding the OPEB Prefunding Plan; and

WHEREAS, CalPERS requires the City to fill and sign the Delegation of Authority to Request Disbursement form;

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

SECTION 1. (Employee Title) will have the authority to request on behalf of the Employer disbursements from the Other Post Employment Prefunding Plan and to certify as to the purpose for which the disbursed funds will be used.

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

PASSED, APPROVED AND ADOPTED ON this XXth day of XXXX, 2022.

Michael A. Cacciotti, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Munoz

Andrew Jared, City Attorney

Deputy City Clerk

CITY OF SOUTH PASADENA
CITY CLERK'S DIVISION
CERTIFICATION OF RESOLUTION

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

I, Christina Munoz, Deputy City Clerk of the City of South Pasadena, do hereby certify that Resolution No. _____, was duly and regularly approved and adopted at a Regular meeting of the City Council on this XXth day of XXXX, 2022, by the following votes as the same appears on file and of record in the Office of the City Clerk.

AYES:

NOES:

ABSENT:

ABSTAIN:

Christina Munoz
Deputy City Clerk

City of South Pasadena Finance Commission

Minutes for Regular Meeting of:

December 16, 2021 6:30 P.M.

HYBRID –

Location: City Council Chamber: 1424 Mission St, South Pasadena, CA 91030

Broadcast via ZOOM conference call

- I. Roll Call
 - Commission Chair Elsner – Present
 - Commission Vice-Chair Choi – Present
 - Commissioner Findley – Present
 - Commissioner Tao – Present (joined for Item # 3)
 - Commissioner Wood – Absent
 - City Treasurer Pia – Present
 - City Council Liaison Donovan – Present
 - Interim Finance Director, Ken Louie – Present
 - Finance Manager Trinh - Present
 - Accounting Manager Trashian - Present
- II. General Public Comment - None
- III. Action/Discussion
 1. Sales Tax Update
 - i. Motion by Commissioner Findley to receive and file the Sales Tax Update, Second by Commission Vice-Chair Choi. Approved 3-0.
 2. Fees Update
 - i. Motion by Commissioner Findley to approve recommendations 1-3, Second by Vice-Chair Choi. Approved 3-0
 - ii. Motion by Commissioner Findley to approve the use of the current Fire Inspection fees for Non-Profit Business Licenses, Second by Vice-Chair Choi. Approved 3-0
 3. Investment Strategy
 - i. Motion by Commissioner Findley to transfer \$16 million of the LAIF Balance to Zion’s Bank to be invested in Corporate and Treasury Bonds, Second by Commission Vice-Chair Choi. Approved 4-0
 4. Review and Approve CY 2022 Calendar & Workplan
 - i. Motion by Commissioner Findley to approve the Calendar, Second by Commission Vice Chair Choi. Approved 4-0
 - ii. Motion by Commissioner Findley to approve the Workplan, Second by Commission Vice Chair Choi. Approved 4-0
 5. Finance Dept Policy and Procedures update (verbal– no action required)
 6. FY 2021 ACFR Status (verbal – no action required)
 7. Elect Commission Chair and Vice Chair
 - i. Moved to January 2022 regular meeting
 8. Approval of the revised minutes from the October 7th meeting
 - i. Motion by Commissioner Findley to approve the minutes, Second by Commission Vice-Chair Choi. Approved 4-0
- IV. Communications
 1. Commission Vice Chair Choi – Stepping down from the Commission

Next regular meeting – January 27, 2022

Meeting Adjourned at 7:49PM