



**CITY OF SOUTH PASADENA
CITY COUNCIL CLOSED SESSION
REGULAR MEETING AGENDA**

**City Manager's Conference Room, Second Floor, City Hall
1414 Mission Street, South Pasadena, CA 91030**

Wednesday, January 18, 2017, at 6:30 p.m.

*The public may comment on Closed Session items prior to the City Council recessing to Closed Session.
In order to address the City Council on Closed Session items, please complete a Public Comment Card.
Time allotted per speaker: 3 minutes. The City Council will convene in Open Session at 7:30 p.m.*

CALL TO ORDER: Mayor Michael A. Cacciotti

ROLL CALL: Councilmembers Robert S. Joe, Marina Khubesrian, M.D.,
Diana Mahmud; Mayor Pro Tem Richard D. Schneider,
M.D.; and Mayor Michael A. Cacciotti

PUBLIC COMMENT PERIOD FOR CLOSED SESSION ITEMS ONLY

(Time limit is three minutes per person)

The City Council welcomes public input. Members of the public may address the City Council by completing a public comment card and giving it to the Chief City Clerk prior to the meeting. Pursuant to State law, the City Council may not discuss or take action on issues not on the meeting agenda (Government Code Section 54954.2).

CLOSED SESSION AGENDA ITEMS

A. Initiation of Litigation

CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION, Pursuant to Government Code Section 54956.9 (d)(4):

Number of Cases: 1

B. Labor Negotiations

CONFERENCE WITH LEGAL COUNSEL – LABOR NEGOTIATIONS, Pursuant to Government Code Section 54957.6:


City Negotiators: City Manager Sergio Gonzalez, Human Resources Manager Mariam Lee Ko, and City Attorney Teresa L. Highsmith

Represented Employee Organizations: Firefighters’ Association (FFA)
Police Officers’ Association (POA)
Public Service Employees’ Association (PSEA) Full Time Unit
PSEA– Part Time Unit

Unrepresented Employees: Management Employees

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.

01/12/2017
Date


Desiree Jimenez,
Deputy City Clerk



**CITY OF SOUTH PASADENA
CITY COUNCIL / REDEVELOPMENT SUCCESSOR AGENCY
JOINT REGULAR MEETING AGENDA**

**Amedee O. "Dick" Richards, Jr. Council Chamber
1424 Mission Street, South Pasadena, CA 91030**

Wednesday, January 18, 2017, at 7:30 p.m.

*In order to address the City Council, please complete a Public Comment Card.
Time allotted per speaker is three minutes.
No agenda item may be taken after 11:00 p.m.*

CALL TO ORDER: Mayor Michael A. Cacciotti

ROLL CALL: Councilmembers Robert S. Joe, Marina Khubesrian, M.D.,
Diana Mahmud; Mayor Pro Tem Richard D. Schneider,
M.D.; and Mayor Michael A. Cacciotti

INVOCATION: Councilmember Khubesrian
**In permitting a nonsectarian invocation, the City does not
intend to proselytize, advance, or disparage any faith or
belief. Neither the City nor the City Council endorses any
particular belief or form of invocation.*

PLEDGE OF ALLEGIANCE: Councilmember Khubesrian

**CLOSED SESSION
ANNOUNCEMENTS:** A Closed Session Agenda has been posted separately

PRESENTATIONS

1. Presentation of Certificates of Appreciation to Outgoing City Commissioners:

- West J. De Young, Cultural Heritage Commission
- Stephen Peters, Finance Commission
- Constance Lue, Library Board of Trustees
- Scott Kuhn, Natural Resources and Environmental Commission
- Queenie Taylor, Parks and Recreation Commission
- H. Alexander Wing, Public Safety Commission

COMMUNICATIONS

2. Councilmembers Communications

Time allotted per Councilmember is three minutes. Additional time will be allotted at the end of the City Council Meeting agenda, if necessary.

3. City Manager Communications

4. Merchant Minute

5. Reordering of and Additions to the Agenda

PUBLIC HEARING – This Public Hearing will be considered prior to the Public Comment in order to facilitate the tabulation of the ballots.

6. Public Hearing Regarding the Formation of the City of South Pasadena Landscape and Lighting Maintenance District No. 2016-1 Replacing the Existing District

Recommendation

1. Conduct a Public Hearing regarding the formation of the Landscape and Lighting Maintenance District No. 2016-1 to replace the Existing District as of Fiscal Year 2017-18 to provide for an annual levy and collection of assessment.
2. Close the Public Hearing and direct staff to tabulate the collected ballots in the Mayor’s Conference Room in public view.
3. Direct staff to report back the results of the tabulated ballots to the City Council on February 1, 2017 for appropriate action.

PUBLIC COMMENTS AND SUGGESTIONS

(Time limit is three minutes per person)

The City Council welcomes public input. Members of the public may address the City Council by completing a public comment card and giving it to the Chief City Clerk prior to the meeting. At this time, the public may address the City Council on items that are not on the agenda. 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.

OPPORTUNITY TO COMMENT ON CONSENT CALENDAR

In order to address the City Council, please complete a Public Comment card. Time allotted per speaker is three minutes. 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 an audience member 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.

CONSENT CALENDAR**7. Minutes of the City Council Meeting of January 4, 2017**Recommendation

Approve the minutes of the January 4, 2017 City Council Meeting.

8. Prepaid Warrants, General City Warrants, Redevelopment Successor Agency Check Summary, and PayrollRecommendation

Approve the City of South Pasadena Prepaid Warrants Nos. 196734 through 196771 in the amount of \$203,583.95; General City Warrants Nos. 196772 through 196895 in the amount of \$1,123,776.16 and Payroll dated January 13, 2017, in the amount of \$447,789.35.

9. Monthly Investment Reports for November 2016Recommendation

Receive and file the Monthly Investment Reports for November 2016 for the City Council.

10. Second Reading and Adoption of an Ordinance for Adoption of the City of South Pasadena adding a New Section 2.78.5 (Suspension of Library Privileges) to Article IVJ (Library Board of Trustees) of Chapter 2 (Administration) of the South Pasadena Municipal CodeRecommendation

Adopt an ordinance entitled “An Ordinance of the City Council of the City of South Pasadena, California, adding a new Section 2.78.5 (Suspension of Library Privileges) to Article IVJ (Library Board of Trustees) of Chapter 2 (Administration) of the South Pasadena Municipal Code.”

11. Second Reading and Adoption of an Ordinance to Amend Chapter 2 of the South Pasadena Municipal Code Concerning the Disposal of Surplus Real PropertyRecommendation

Adopt an ordinance entitled “An Ordinance of the City Council of the City of South Pasadena, California, adding Section 2.99-29b (Disposal of Surplus Real Property) of article XI (Purchasing) of Chapter 2 (Administration) of the South Pasadena Municipal Code relating to disposal of surplus real property.”

12. Award of Contract to J Lou Architects, Inc., for Architectural and Engineering Design Services for the War Memorial Building Improvement Project

Recommendation

1. Accept a proposal dated December 1, 2016, from J Lou Architects, Inc. for architectural and engineering design services for the War Memorial Building Improvement Project.
2. Reject all other proposals received.
3. Authorize the City Manager to execute an agreement with J Lou Architects, Inc., for a not-to-exceed amount of \$51,000.

13. Award of Contract to CJ Concrete Construction, Inc., for the FY 2016-17 CDBG Sidewalk Replacement and ADA Access Ramp Project

Recommendation

1. Accept a bid dated December 20, 2016, from CJ Concrete Construction Inc., for the construction of the FY 2016-17 Community Development Block Grant (CDBG) Sidewalk Replacement and ADA Access Ramp Project (Project) at various locations and authorize the City Manager to enter into a contract with CJ Concrete Construction Inc., for a not-to-exceed amount of \$230,100.
2. Reject all other bids received.

14. Review and Approval of the City Co-Sponsorship Policy with City Committees and South Pasadena Nonprofit Organizations

Recommendation

Review and approve the City of South Pasadena Co-Sponsorship Policy.

15. Approval of the Assistant Library Director Job Description and Adoption of a Resolution Establishing Positions, Salaries, and Benefits for Management Employees to Include the Classification and Salary of the Assistant Library Director

Recommendation

1. Approve the job description for Assistant Library Director.
2. Adopt a resolution entitled “A Resolution of the City Council of the City of South Pasadena, California, approving unrepresented management employees benefits listing and management salary schedule, superseding Resolution No. 7465.”

16. Adoption of a Resolution Approving a Program Supplemental Agreement for Federal-Aid Project No. 07-5071F15 for the Design of Traffic Signal Improvements on Fair Oaks Avenue

Recommendation

1. Authorize the City Manager to execute a Program Supplemental Agreement for Federal-Aid Project No. 07-5071F15 with the State of California Department of Transportation for the design of traffic signal improvements on Fair Oaks Avenue between Huntington Drive and Hope Street.
2. Adopt a resolution entitled, “A Resolution of the City Council of the City of South Pasadena, California, adopting Program Supplemental Agreement No. F017 to administering agency-state agreement for Federal-aid Projects No. 07-5071F15 for the design of traffic signal improvements funded by Highway Safety Improvement Program Cycle 7 grant funds.”

17. Authorize the City Manager to Execute Amendments to Four Professional Services Agreements: 1) Community Partners Bike San Gabriel Valley; 2) Aztlan Athletics; 3) Day One; and 4) Right of Way Inc; on Behalf of the Golden Streets Festival Working Group for Services Associated with the Planning and Hosting of the Golden Streets Festival

Recommendation

Authorize the City Manager to execute Amendments to four Professional Services Agreements: 1) Community Partners Bike San Gabriel Valley; 2) Aztlan Athletics; 3) Day One; and 4) Right of Way, Inc.; on behalf of the Golden Streets Festival Working Group for services associated with the planning and hosting of the Golden Streets Festival to be held on March 5, 2017.

18. Acceptance of Project Completion and Authorization to File a Notice of Completion for the Construction of the South Pasadena Dog Park Project

Recommendation

1. Accept the project improvements as complete and authorize the issuance of a Notice of Completion for the South Pasadena Dog Park Project.
2. Authorize payment of the retention to Kasa Construction Inc., in the amount of \$12,568.

PUBLIC HEARING (continued)

19. Public Hearing to Adopt a Resolution Approving the Community Development Block Grant (CDBG) Program for Fiscal Year 2017-18

Recommendation

Conduct a Public Hearing and adopt a resolution entitled “A Resolution of the City Council of the City of South Pasadena, California, authorizing the allocation of Community Development Block Grant (CDBG) funds for Fiscal Year 2017-18.”

ACTION/DISCUSSION

20. Adoption of Initial Study and Mitigated Negative Declaration for the Graves Reservoir Replacement Project

Recommendation

1. Approve the Initial Study and Mitigated Negative Declaration for the Graves Reservoir Replacement Project.
2. Adopt the Mitigation Monitoring and Reporting Program for the Project.
3. Authorize the preparation and filing of the Notice of Determination and Environmental Filing Fee Payment for the Project.

21. First Reading and Introduction of Ordinance to Amend Subsection (d) of Section 34.3 (Violations) of Chapter 34 (Trees and Shrubs) and Amending Subsection 21.7 (Harming or Removal of Trees, Turf, Etc.) of Chapter 21 (Parks) of the South Pasadena Municipal Code

Recommendation

Read by title only for first reading, waiving further reading, and introduce an ordinance entitled “An Ordinance of the City Council of the City of South Pasadena, California, amending Subsection (d) of Section 34.3 (Violations) of Chapter 34 (Trees and Shrubs) and amending Subsection 21.7 (Harming or Removal of Trees, Turf, etc.) of Chapter 21 (Parks) of the South Pasadena Municipal Code.”

22. Adoption of a Resolution to Establish a Complete Streets Policy for the City of South Pasadena

Recommendation

Adopt a resolution entitled “A Resolution of the City Council of the City of South Pasadena, California, to enact a complete streets policy.”

COUNCILMEMBERS COMMUNICATIONS (continued)

ADJOURNMENT

**FUTURE CITY COUNCIL MEETINGS
(OPEN SESSION)**

February 1, 2017	Regular City Council Meeting	Council Chamber	7:30 p.m.
February 15, 2017	Regular City Council Meeting	Council Chamber	7:30 p.m.
March 1, 2017	Regular City Council Meeting	Council Chamber	7:30 p.m.

PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS

Prior to meetings, City Council Meeting agenda packets are available at the following locations:

- City Clerk's Division, City Hall, 1414 Mission Street, South Pasadena, CA 91030;
- South Pasadena Public Library, 1100 Oxley Street, South Pasadena, CA 91030; and
- City website: www.southpasadenaca.gov/agendas

Agenda related documents provided to the City Council are available for public inspection in the City Clerk's Division, and on the City's website at www.southpasadenaca.gov/agendas. During the meeting, these documents will be available for inspection as part of the "Reference Binder" kept in rear of the City Council Chamber.

Regular meetings are broadcast live on Time-Warner Cable Channel 19 and AT&T Channel 99. Meetings are also streamed live via the internet at www.southpasadenaca.gov/agendas.

AGENDA NOTIFICATION SUBSCRIPTION

Individuals can be placed on an email notification list to receive forthcoming agendas by calling the City Clerk's Division at (626) 403-7230.

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.

01/12/2017

Date

A handwritten signature in blue ink that reads "Desiree Jimenez".

Desiree Jimenez,
Deputy City Clerk

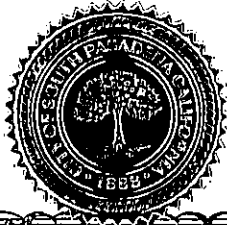
THE CITY OF SOUTH PASADENA EXPRESSES

APPRECIATION



West J. De Young
Cultural Heritage Commission
2011 - 2016

In appreciation of over five years of volunteer service on the South Pasadena Cultural Heritage Commission and dedicated commitment in recognizing the value of identifying, protecting, and preserving the City's landmarks and historic districts and enriching the South Pasadena community



Dated this 18th day of January, 2017

Michael A. Cacciotti, Mayor

Evelyn G. Zneimer, City Clerk

THE CITY OF SOUTH PASADENA EXPRESSES

APPRECIATION



Stephen Peters
Finance Commission
2012 - 2016

In appreciation of four years of volunteer service on the South Pasadena Finance Commission and dedicated commitment to assisting the City in matters of financial, budgetary, banking, accounting, licensing, and treasury management that impact the South Pasadena community



Dated this 18th day of January, 2017

Michael A. Cacciotti, Mayor

Evelyn G. Zneimer, City Clerk

THE CITY OF SOUTH PASADENA EXPRESSES

APPRECIATION



Constance Lue

Library Board of Trustees
2013 - 2016

In appreciation of over three years of volunteer service on the South Pasadena Library Board of Trustees and dedicated commitment to promoting public awareness of the South Pasadena Public Library's operations and exceptional service to the South Pasadena community



Dated this 18th day of January, 2017

Michael A. Cacciotti, Mayor

Evelyn G. Zneimer, City Clerk

THE CITY OF SOUTH PASADENA EXPRESSES

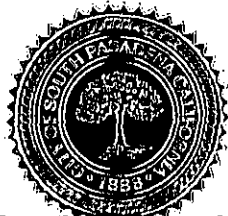
APPRECIATION



Scott Kuhn

Natural Resources and Environmental Commission
2011 - 2016

In appreciation of over five years of volunteer service and dedicated commitment to developing and supporting environmental and sustainable programs for the City, its residents and businesses while serving on the South Pasadena Natural Resources and Environmental Commission



Dated this 18th day of January, 2017

Michael A. Cacciotti, Mayor

Evelyn G. Zneimer, City Clerk

THE CITY OF SOUTH PASADENA EXPRESSES

APPRECIATION

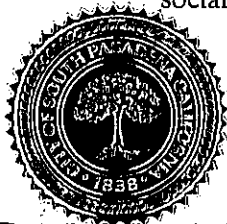


Queenie Taylor

Parks and Recreation Commission

2014 - 2016

In appreciation of over two years of volunteer service on the South Pasadena Parks and Recreation Commission and dedicated commitment to enhancing leisure opportunities, recreational, social and cultural needs of the South Pasadena community



Dated this 18th day of January, 2017

Michael A. Cacciotti, Mayor

Evelyn G. Zneimer, City Clerk

THE CITY OF SOUTH PASADENA EXPRESSES

APPRECIATION

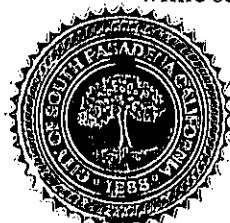


H. Alex Wing

Public Safety Commission

2012 - 2016

In appreciation of four years of volunteer service and dedicated commitment to improving the City's emergency response capability by coordinating volunteer citizens efforts such as the Community Emergency Response Team (CERT) Program, while serving on the South Pasadena Public Safety Commission



Dated this 18th day of January, 2017

Michael A. Cacciotti, Mayor

Evelyn G. Zneimer, City Clerk

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City of South Pasadena Agenda Report

Michael A. Cacciotti, Mayor
Richard D. Schneider, M.D., Mayor Pro Tem
Robert S. Joe, Councilmember
Marina Khubesian, M.D., Councilmember
Diana Mahmud, Councilmember

Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer

COUNCIL AGENDA: January 18, 2017

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager *SA*

FROM: Paul Toor, Public Works Director *PT*
Kristine Courdy, Public Works Operations Manager *KC*

SUBJECT: **A Public Hearing Regarding the Formation of the City of South Pasadena Landscape and Lighting Maintenance District No. 2016-1 Replacing the Existing District**

Recommendation

It is recommended that the City Council:

1. Conduct a Public Hearing regarding the formation of the Landscape and Lighting Maintenance District No. 2016-1 to replace the Existing District as of Fiscal Year (FY) 2017-18 to provide for an annual levy and collection of assessment.
2. Close the Public Hearing comment period and direct staff to tabulate the collected ballots in the Mayor's Conference Room in public view.
3. Direct staff to report back the results of the tabulated ballots to the City Council on February 1, 2017 for appropriate action.

Fiscal Impact

The Existing District establishes the funding mechanism to provide revenue to cover the operating and maintenance costs within the service boundaries of the District. For the FY 2015-16, the estimated revenue for the District is approximately \$900,000 and the expenditure is approximately \$1.1 Million. Current revenues generated by the Existing District are not adequate to fully fund maintenance of the urban forestry and street lights. In addition, staff is anticipating an increase in the urban forestry and ground maintenance services contract due to the potential increase in prevailing wage. In order to generate additional revenues and ensure compliance with Proposition 218 (Prop 218), it is being proposed to form a new assessment District that will replace the Existing District. If approved, the Proposed District will generate an addition of approximately \$300,000 annually to cover the expenditures for the maintenance of urban forestry and street lighting. If the Proposed District is not approved, supplemental funding will be needed to support the current maintenance and operating costs of the Existing District. The estimated cost for the Engineer's Report, preparation of Prop 218 material and other costs associated with the formation of the Proposed District is \$25,000. These funds are budgeted in the FY 2016-17 Budget under Street Lighting Professional Services Account No. 215-6201-8170.

AGENDA ITEM 6

Environmental Analysis

This item is exempt from any California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Class 20 in Section 15320 Changes in Organization of Local Agencies. Class 20 consists of changes in organization of reorganization of local governmental agencies where the changes do not change the geographical areas in which previously existing powers are exercised.

Commission Review and Recommendation

This matter was discussed by the Natural Resources and Environmental Commission (NREC) and has made a recommendation to the City Council to update the assessments recovering the District expenditures. Subsequently, the Finance Commission has reviewed the increase and proposed assessment and recommended approval to the City Council.

Background

The Landscaping and Lighting Act of 1972 (State of California Streets and Highways Section 22500) is a flexible tool used by local government agencies to form Landscaping and Lighting Districts for the purpose of financing the costs and expenses of operating and maintaining and servicing landscaping (including parks) and lighting improvements in public areas.

The City Council has previously approved the formation of the Existing District pursuant to the terms and provisions of the Landscaping and Lighting Act of 1972, designated as the City of South Pasadena Landscape and Lighting Maintenance District. The annual assessment for the Existing District provides revenues to cover the maintenance and operation of traffic signals, street lights, median landscaping, street tree trimming, and tree removals and replacements. The purpose of the District assessment is to create a revenue mechanism to offset the related expenditures. The costs are distributed by equitably assessing properties in accordance with special benefits received in compliance with Prop 218. The Existing District current expenditures exceed the revenue generated by the existing assessments. It is prudent to cover the cost of maintenance and operation of the District with the collected assessment revenues.

As a result of Prop 218, approved by the California voters in November 1996, public agencies are allowed to collect assessments established prior to the passage of Prop 218 or go through the ballot process to increase assessments after conducting a Public Hearing to levy increased assessments. Since 1997, the City elected to proceed with an exemption of Prop 218 that allows the renewal of the Existing District assessments without any increase.

There has been an increase of cost to provide services over the years which have increased the Existing District expenditures however, the revenues have stayed the same due to Prop 218 limitation. As a result, the street light, traffic signal, and tree maintenance have been deferred. In addition, due to combined drought and aging forestry, staff has observed a substantial number of dead and diseased trees along with an increase in the number of claims due to fallen tree branches. As District operations and maintenance costs have increased, either maintenance has been deferred or the City's General Fund has been used to subsidize a portion of the costs. It is prudent that the District generate sufficient revenue to be self-sustaining.

The City engaged the services of Harris & Associates (Consultant) to perform an analysis of the Existing District assessments and develop a recommendation to revise the assessments in line with the expenditures in compliance with Prop 218.

Analysis

The Consultant has reviewed the Existing District and determined that the assessments should be increased to cover the expenditures and the assessment zones need to be reevaluated. It is recommended the best approach to bring the district into Prop 218 compliance is to form a new Landscape and Lighting Maintenance District No. 2016-1 (Proposed District) to replace the Existing District.

The Proposed District would cover operation, servicing, and maintenance of landscaping, urban forestry, lighting and appurtenant facilities, including, but not limited to, personnel, electrical energy, utilities, materials, contracting services, and other items necessary for the satisfactory operation of these services.

The current assessment rates for a single family equivalent dwelling unit (EDU) ranges from \$71.26 to \$104.09 annually and the proposed rates range from \$85.56 to \$114.08 per EDU annually. The Finance Commission reviewed the proposed increase in assessments and has recommended approval to the City Council. A provision has been made to make appropriate adjustments in future assessments, at the discretion of the City Council, in line with the consumer price index.

As set forth by Lighting and Landscape Act of 1972 and Prop 218, the City has completed the following steps of establishing the Proposed District:

1. Adopt a Resolution of Initiation and Prepare an Engineer's Report: On August 17, 2016, the City Council adopted Resolution No.7475 to initiate formation of an assessment district and direct the Engineer to prepare and file a report in accordance with Streets and Highways Code.
2. Adopt a Resolution of Intent and Approve Engineer's Report: On November 16, 2016, the City Council adopted Resolution No. 7489, declaring the intention for the formation of the Landscape and Lighting Maintenance District No. 2016- 1 replacing the Existing District as of July 1, 2017 for FY 2017-18 to provide for an annual levy and collection of assessment, approve a Preliminary Engineer's Report and schedule the Public Hearing for January 18, 2017.
3. Send Notice of Public Hearing and Ballot: Developed a Notice of Public Hearing regarding the formation of the Proposed District, prepared a Ballot and sent both documents to the owner of record for each parcel on December 2, 2016, 45 days in advance of the Public Hearing.

The final steps to be completed for the Proposed District are:

1. Conduct Public Hearing and Direct Staff to Tabulate Ballots: The City Clerk's office has been collecting ballots and ballots are to be received through the close of the Public Hearing that is scheduled on January 18, 2017, at 7:30 p.m. After the Public Hearing comment period is closed, the City Council should direct staff to tabulate the ballots in the Mayor's Conference Room in public view. The results will be announced upon tabulation, and presented to the City Council at the next regularly scheduled City Council Meeting on February 1, 2017, at 7:30 p.m.
2. City Council Decision: If a majority of the submitted ballots endorse the formation of the Proposed District, the City Council may elect to establish the Landscape and Lighting Maintenance District No. 2016-1 and impose the new assessment, which will replace the Existing District. The new assessments will be collected through the Los Angeles County Office of the Assessor along with annual property tax bills effective in FY 2017-18. If a majority of the submitted ballots do not endorse formation of the Proposed District, the Existing District and assessments will remain.

Legal Review

The City Attorney has reviewed this item.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.



**Wednesday, January 4, 2017
Minutes of the Regular Meeting of the
Joint City Council/Redevelopment Successor Agency**

CALL TO ORDER

A Regular Meeting of the South Pasadena Joint City Council/Redevelopment Successor Agency was called to order by Mayor Cacciotti on Wednesday, January 4, 2017, at 7:33 p.m., in the Amedee O. "Dick" Richards, Jr., Council Chamber, located at 1424 Mission Street, South Pasadena, California.

ROLL CALL

Present: Councilmembers/Redevelopment Successor Agency Members Joe and Khubesrian; Mayor Pro Tem/Agency Vice Chair Schneider; and Mayor/Agency Chair Cacciotti.

Absent: Councilmembers/Redevelopment Successor Agency Member Mahmud.

City Staff

Present: Sergio Gonzalez, City Manager/Agency Executive Director; Teresa L. Highsmith, City Attorney/Agency Counsel; Anthony J. Mejia, Chief City Clerk/Chief Agency Secretary were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

INVOCATION

Mayor Pro Tem Schneider gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Schneider led the Pledge of Allegiance.

CLOSED SESSION ANNOUNCEMENTS

1. Closed Session Announcements

The Regular Closed Session of the City Council of January 4, 2017, was called to order by Mayor Cacciotti at 6:30 p.m.

The meeting convened into Closed Session to discuss the following items as listed on the Closed Session Regular Meeting Agenda:

A. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION, Pursuant to Government Code Section 54956.9 (d)(4):

Number of Cases: 1

B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS, Pursuant to Government Code Section 54956.8

Properties: 1500 El Centro Street (5315-003-901) and easement known as “Edison Lane” (No APN)

Agency Negotiators: City Manager Sergio Gonzalez; City Attorney Teresa L. Highsmith
Negotiating Party: Citizens Business Bank

Under Negotiation: Price and Terms of Payment

City Attorney Highsmith reported that the City Council provided direction to staff regarding the agendaized Closed Session Items, but did not take any reportable action.

COMMUNICATIONS

2. Councilmembers Communications

Councilmember Joe commended the South Pasadena Tournament of Roses Committee and volunteers for their contributions in planning, building, and decorating the 2017 South Pasadena Rose Parade Float, “Never Give Up.”

Councilmember Khubesian encouraged residents to attend the City’s “Snow Day” event at Garfield Park on January 21, 2017.

Mayor Cacciotti advised that he will be attending the South Coast Air Quality Management District (SCAQMD) meeting in Diamond Bar on January 6, 2017; spoke on his experience taking public transportation from South Pasadena to Diamond Bar, noting that it takes several hours; opined that students of Cal Poly Pomona and Mt. San Antonio College are reluctant to using public transportation due to a lack of direct connections.

3. City Manager Communications

City Manager Gonzalez announced that a Community Emergency Response Team (CERT) refresher course will be offered on January 14, 2017, at the Alhambra Fire Training Center; encouraged residents to apply to serve on the General Plan Advisory Committee and Focus Groups by January 27, 2017.

4. Reordering of and Additions to the Agenda

None.

PUBLIC COMMENTS

Shlomo Nitzani, South Pasadena resident, asserted that Charter Spectrum's digital cable rates are not competitive, noting that new customers are offered discounted rates; requested that the City Council re-negotiate the terms of the franchise agreement with Charter Spectrum.

CONSENT CALENDAR

MOTION BY COUNCILMEMBER KHUBESRIAN, SECOND BY MAYOR PRO TEM SCHNEIDER, CARRIED 4-0, to approve the Consent Calendar Item Nos. 5, 6, and 7; with Item No. 8 pulled for separate discussion; and Item No. 9 removed from the agenda.

5. Minutes of the City Council Meeting of December 7, 2016 and December 21, 2016

MOTION BY COUNCILMEMBER KHUBESRIAN, SECOND BY MAYOR PRO TEM SCHNEIDER, CARRIED 4-0, to approve the minutes of the December 7, 2016 and December 21, 2016 City Council Meetings.

6. Prepaid Warrants, General City Warrants, Redevelopment Successor Agency Check Summary, and Payroll

MOTION BY COUNCILMEMBER KHUBESRIAN, SECOND BY MAYOR PRO TEM SCHNEIDER, CARRIED 4-0, to approve the City of South Pasadena Prepaid Warrants Nos. 196565 through 196623 in the amount of \$380,659.92; General City Warrants Nos. 196624 through 196733 in the amount of \$864,232.66 and Payrolls dated December 30, 2016, in the amounts of \$432,654.33.

7. Adoption of a Resolution Authorizing Signatories on City Banking Accounts and Related Banking Documents

MOTION BY COUNCILMEMBER KHUBESRIAN, SECOND BY MAYOR PRO TEM SCHNEIDER, CARRIED 4-0, to adopt Resolution No. 7492 entitled "A Resolution of the City Council of the City of South Pasadena, California, authorizing signatures on City bank accounts with Bank of the West."

9. Acceptance of Project Completion and Authorization to File a Notice of Completion for the Construction of South Pasadena Dog Park Project

At the request of City Manager Gonzalez, this item was removed from the agenda.

ITEMS REMOVED FROM THE CONSENT CALENDAR FOR DISCUSSION**8. Adoption of a Resolution Revising the Master Schedule of Fees to Establish a Passport Execution and Photo Fees**

Chief City Clerk Mejia presented the staff report and responded to City Council inquiries.

Mayor Cacciotti opened the Public Comment period.

Bianca Richards, South Pasadena resident, questioned and received clarification that the City Clerk's Division will be accepting appointments for passport services by telephone.

There being no others desiring to speak on this item, Mayor Cacciotti closed the Public Comment period.

In response to City Council inquiry, City Manager Gonzalez advised that he evaluated the possibility of offering passport services, noting that it is a beneficial service for residents and will generate revenue. Councilmember Khubesrian opined that City staff should bring proposals to offer new services to the City Council for discussion.

MOTION BY COUNCILMEMBER KHUBESRIAN, SECOND BY COUNCILMEMBER JOE, CARRIED 4-0, to:

1. Adopt Resolution No. 7493 entitled "A Resolution of the City Council of the City of South Pasadena, California, revising the Master Schedule of Fees to establish Passport Execution and Photo Fees."
2. Direct staff to provide the City Council with a status update regarding the passport services program in six months.

ACTION/DISCUSSION**10. First Reading and Introduction of an Ordinance for Adoption of the City of South Pasadena adding a New Section 2.78.5 (Suspension of Library Privileges) to Article IVJ (Library Board of Trustees) of Chapter 2 (Administration of) The South Pasadena Municipal Code**

Director of Library, Arts and Culture Fjeldsted presented the staff report and responded to City Council inquiries.

In response to City Council inquiry, City Attorney Highsmith explained that attorney fees and court costs are not recoverable when seeking a restraining order, noting that a restraining order is limited to threatening behavior from the person being restrained; advised that the proposed ordinance is modeled after the City of Arcadia's ordinance.

In response to City Council inquiry, Police Chief Miller stated that the proposed ordinance will serve as a tool to aid police officers in removing disruptive persons from the Library.

Mayor Cacciotti opened the Public Comment period.

Bianca Richards, South Pasadena resident, voiced concern that persons removed for disruptive behavior will move into the adjacent neighborhoods; questioned whether mental health referrals or resources will be offered to such persons.

There being no others desiring to speak on this item, Mayor Cacciotti closed the Public Comment period.

In response to City Council inquiry, Police Chief Miller pointed out that the Police Department is participating in a pilot program with the Cities of Irwindale, Monrovia, and Arcadia to team up a police officer with a mental health clinician to address homelessness issues. The City Council requested that City staff provide an update regarding the pilot program at a future City Council meeting.

Mayor Cacciotti noted that a supplemental document with proposed ordinance edits has been submitted by Councilmember Mahmud.

MOTION BY COUNCILMEMBER KHUBESRIAN, SECOND BY COUNCILMEMBER JOE, CARRIED 4-0, to introduce an ordinance entitled "An Ordinance of the City of South Pasadena adding a new Section 2.78.5 (Suspension of Library Privileges) to Article IVJ. (Library Board of Trustees) of Chapter 2 (Administration) of the South Pasadena Municipal Code," with the amendments as outlined in the supplemental document, on file with the City Clerk.

11. First Reading and Introduction of an Ordinance to Amend Chapter 2 of the South Pasadena Municipal Code Concerning the Disposal of Surplus Real Property

Public Works Director Toor presented the staff report and responded to City Council inquiries.

In response to City Council inquiry, City Attorney Highsmith advised that pursuant to state law, the City Council is the decision-making body in determining whether City-owned real property is declared as surplus property; explained that there are statutory requirements related to prioritizing the sale of real property, such as offering to other governmental agencies.

Mayor Cacciotti opened the Public Comment period.

Shlomo Nitzani, South Pasadena resident, voiced opposition to the sale of public property.

There being no others desiring to speak on this item, Mayor Cacciotti closed the Public Comment period.

Mayor Cacciotti noted that a supplemental document with proposed ordinance edits has been submitted by Councilmember Mahmud.

Following discussion, MOTION BY COUNCILMEMBER KHUBESRIAN, SECOND BY COUNCILMEMBER JOE, CARRIED 4-0, to introduce an ordinance entitled "An Ordinance of the City Council of the City of South Pasadena, California adding Section 2.99-29b (Disposal of Surplus Real Property) of Article XI (Purchasing) of Chapter 2 (Administration) of the South Pasadena Municipal Code relating to disposal of surplus real property," with the amendments outlined in the supplemental document, on file with the City Clerk, and the following amendments made on the floor:

1. Section 299-29B(a) shall read as: "Prior to disposal by public sale of real property which has been declared surplus by the city council, the city manager or his designee shall:"
2. Section 299-29B(c) shall read as: If the parcel, which is has been declared surplus real property by the city council, is an uneconomic remnant such that it is not eligible for development under the current zoning, then the city manager may negotiate a fair market value sale price with the adjoining property owner without advertising the property for sale. Such a transaction shall review city council approval.
3. Section 299-29B(d) shall read as: "No area of the public right of way shall be sold or encumbered by a lease, easement or otherwise converted to private use without first complying with the vacation of public right-of-way procedure set forth in Streets and Highways Code Sections 8300 through 8363."

ADJOURNMENT

Mayor Cacciotti adjourned the Joint City Council/Redevelopment Successor Agency meeting at 8:45 p.m.

Evelyn G. Zneimer
City Clerk



Michael A. Cacciotti
Mayor

Minutes approved by the South Pasadena City Council on January 18, 2017.

City of South Pasadena/ Redevelopment Successor Agency Agenda Report

Michael A. Cacciotti, Mayor/Agency Chair
 Richard D. Schneider, M.D., Mayor Pro Tem/Agency Vice Chair
 Robert S. Joe, Council/Agency Member
 Marina Khubesrian, M.D., Council/Agency Member
 Diana Mahmud, Council/Agency Member

Evelyn G. Zneimer, City Clerk/Agency Secretary
 Gary E. Pia, City Treasurer

COUNCIL AGENDA: January 18, 2017
 TO: Honorable Mayor and City Council
 VIA: Sergio Gonzalez, City Manager 
 FROM: David Batt, Finance Director 
 SUBJECT: **Approval of Prepaid Warrants in the Amount of \$203,583.95
 General City Warrants in the Amount of \$1,125,666.16 and Payroll
 in the Amount of \$447,789.35**

Recommendation

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

Fiscal Impact

Prepaid Warrants:

Warrant # 196734 – 196771 \$ 203,583.95

General City Warrants:

Warrant # 196772 – 196895 \$ 1,123,776.16

Payroll 01-13-17 \$ 447,789.35

RSA:

Prepaid Warrants \$

General City Warrants \$ 1,890.00

Payroll 01-13-17 \$

Total \$ 1,777,039.46

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Legal Review

The City Attorney has not reviewed this item.

Public Notification of Agenda Item

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

AGENDA ITEM 8

Attachments:

1. Warrant Summary
2. Prepaid Warrant List
3. General City Warrant List
4. Payroll 01-13-17
5. Redevelopment Successor Agency Check Summary Total

ATTACHMENT 1
Warrant Summary

**City of South Pasadena
Demand/Warrant Register
Recap by fund**

Fund No.	Date 01.18.17 Amounts		
	Prepaid	Written	Payroll
General Fund	42,806.61	492,149.06	262,955.47
Insurance Fund			
Street Improvement Program		267,004.10	
Facilities & Equip.Cap. Fund		30,000.00	
Local Transit Return "A"		340.75	5,776.99
Local Transit Return "C"		15,480.36	5,337.94
Sewer Fund	58.70	5,373.63	13,779.85
CTC Traffic Improvement			
Street Lighting Fund	2,248.99	3,345.31	5,379.79
Public,Education & Govt Fund			
Clean Air Act Fund			
Business Improvement Tax			
Gold Line Mitigation Fund			
Mission Meridian Public Garage			
Housing Authority Fund			
State Gas Tax	58.70	164.17	14,060.69
County Park Bond Fund	105.30	13,233.66	
Measure R		29,956.76	
MSRC Grant Fund			
Bike & Pedestrian Paths			
BTA Grants			
Golden Streets Grant			
Capital Growth Fund			
CDBG		6,023.92	
Asset Forfeiture			
Police Grants - State		2,413.24	
Police Subventions-CLEEP			
Homeland Security Grant			
Park Impact Fees			
HSIP Grant			
Public Library Fund Grant			
Arroyo Seco Golf Course			
Sewer Capital Projects Fund		144,151.95	119.34
Water Fund	39,023.10	114,139.25	55,058.95
Public Financing Authority			
Payroll Clearing Fund	119,282.55		85,320.33
Redev.Oblig.Retirement Fund	927		
Column Totals	203,583.95	1,123,776.16	447,789.35
City Report Totals		1,775,149.46	

Fund No.	Amounts			
	Prepaid	Written	Payroll	
RSA	227	-	1,890.00	-
Column Totals	-	1,890.00	-	-
RSA Report Totals		1,890.00		
Amounts				
Prepaid				
Written				
Payroll				
	203,583.95	1,125,666.16	447,789.35	
Grand Report Total		1,777,039.46		

Michael A. Cacciotti, Mayor

David Batt, Finance Director

ATTACHMENT 2
Prepaid Warrant List

Voided Checks	
195028	\$3,240.00
196281	\$200.00
196469	\$2,608.00
196705	\$3,139.00

Accounts Payable

Check Detail

User: mfestejo
 Printed: 01/12/2017 - 8:59AM



Check Number	Check Date		Amount
ATGC8530 - Acorn Technology Corp. Line Item Account			
196744	01/05/2017		
Inv	22167		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/01/2016	IT Monitoring Svcs 11/16 - Managed IT	101-3010-3032-8170-000	697.50
Inv	22167 Total		697.50
Inv	22167*		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/01/2016	IT Monitoring Svcs 11/16 - Managed IT Adjustment	101-3010-3032-8170-000	367.50
Inv	22167* Total		367.50
Inv	22167-1531		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/01/2016	IT Monitoring Svcs 11/16 - PD Open Ticket Report	101-4010-4011-8170-000	340.00
Inv	22167-1531 Total		340.00
Inv	22167-1532		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/01/2016	IT Monitoring Svcs 11/16 - PD Squad Cars	101-4010-4011-8170-000	330.00
Inv	22167-1532 Total		330.00
Inv	22167-1533		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/01/2016	IT Monitoring Svcs 11/16 - Temp & Flood Monitor	101-3010-3032-8170-000	135.00
Inv	22167-1533 Total		135.00
Inv	22167-1535		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/01/2016	IT Monitoring Svcs 11/16 - CENIC Installation	101-8010-8011-8020-000	112.50
Inv	22167-1535 Total		112.50
Inv	22167-1538		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/01/2016	IT Monitoring Svcs 11/16 - PD Encrypted Wireless Comm.	101-4010-4011-8170-000	275.00
Inv	22167-1538 Total		275.00

Inv 22167-1540

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/01/2016	IT Monitoring Svcs 11/16 - Copier Consolidation	101-3010-3032-8170-000	355.00

Inv 22167-1540 Total 355.00

Inv 22167-1541

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/01/2016	IT Monitoring Svcs 11/16 - PD Palantir Project	101-4010-4011-8170-000	62.50

Inv 22167-1541 Total 62.50

Inv 22167-1542

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/01/2016	IT Monitoring Svcs 11/16 - PD AlienVault Install	101-4010-4011-8170-000	112.50

Inv 22167-1542 Total 112.50

Inv 22167-1543

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/01/2016	IT Monitoring Svcs 11/16 - General City	101-3010-3032-8170-000	6,780.00
12/01/2016	IT Monitoring Svcs 11/16 - General Police	101-4010-4011-8170-000	1,827.50

Inv 22167-1543 Total 8,607.50

Inv 22167-1544

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/01/2016	IT Monitoring Svcs 11/16 - PD Dispatch Upgrade	101-4010-4011-8170-000	1,797.50

Inv 22167-1544 Total 1,797.50

196744 Total: 13,192.50

ATGC8530 - Acorn Technology Corp. Total: 13,192.50

IRCS5200 - Acosta, Irene Line Item Account

196745 01/05/2017

Inv R00386376

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/29/2016	Refund 1746 & 1750 Hanscom Dr. Project Fees	101-0000-0000-5200-002	3,240.00

Inv R00386376 Total 3,240.00

196745 Total: 3,240.00

IRCS5200 - Acosta, Irene Total: 3,240.00

AFLA7010 - AFLAC Line Item Account

Check Number	Check Date		Amount
196755	01/12/2017		
Inv	P/R/E 12/11/16		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/10/2017	Optional Ins Dec-16	700-0000-0000-2255-000	1,070.74
Inv P/R/E 12/11/16 Total			1,070.74
196755 Total:			1,070.74
AFLA7010 - AFLAC Total:			1,070.74
AIR6010 - Airgas USA LLC Line Item Account			
196734	12/29/2016		
Inv	9056944892		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/31/2016	Yard Forklift Propane	101-6010-6601-8020-000	58.70
10/31/2016	Yard Forklift Propane	500-6010-6710-8020-000	58.67
10/31/2016	Yard Forklift Propane	500-6010-6711-8020-000	58.70
10/31/2016	Yard Forklift Propane	101-6010-6410-8020-000	58.70
10/31/2016	Yard Forklift Propane	210-6010-6501-8020-000	58.70
10/31/2016	Yard Forklift Propane	230-6010-6116-8020-000	58.70
Inv 9056944892 Total			352.17
196734 Total:			352.17
AIR6010 - Airgas USA LLC Total:			352.17
AT&T5006 - AT & T U-Verse Line Item Account			
196746	01/05/2017		
Inv	130464796		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/17/2016	11/18-12/17/16	500-6010-6710-8150-000	70.00
Inv 130464796 Total			70.00
196746 Total:			70.00
AT&T5006 - AT & T U-Verse Total:			70.00
CTN4011 - AT&T --Cingular Wireless Line Item Account			
196735	12/29/2016		
Inv	879338213x1223		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/15/2016	FD Cell Phones 11/16-12/15/16	101-3010-3032-8150-000	90.33
Inv 879338213x1223 Total			90.33

Check Number	Check Date		Amount
196735 Total:			90.33
CIN4011 - AT&T --Cingular Wireless Total:			90.33
CAL0629 - CA Franchise Tax Board Line Item Account			
196756	01/12/2017		
Inv	P/R/E 12/11/16		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/10/2017	Garnishment	700-0000-0000-2264-000	400.00
Inv P/R/E 12/11/16 Total			400.00
196756 Total:			400.00
CAL0629 - CA Franchise Tax Board Total:			400.00
CSD3010 - Ca. State Disbursement Unit Line Item Account			
196757	01/12/2017		
Inv	P/R/E 12/11/16		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/10/2017	Garnishment	700-0000-0000-2264-000	400.50
Inv P/R/E 12/11/16 Total			400.50
196757 Total:			400.50
CSD3010 - Ca. State Disbursement Unit Total:			400.50
STA5680 - CAL PERS 457 PLAN Line Item Account			
196758	01/12/2017		
Inv	P/R/E 12/11/16		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/10/2017	Deferred Comp	700-0000-0000-2260-000	4,756.90
Inv P/R/E 12/11/16 Total			4,756.90
196758 Total:			4,756.90
STA5680 - CAL PERS 457 PLAN Total:			4,756.90
CAV831 - Cavanaugh & Associates Line Item Account			
196736	12/29/2016		
Inv	1/9-13/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/23/2016	PD Training Registration- Ofcr. Smith	101-4010-4011-8210-000	538.00

Check Number	Check Date		Amount
Inv 1/9-13/17 Total			538.00
196736 Total:			538.00
CAV831 - Cavanaugh & Associates Total:			538.00
SOU5402 - City of South Pasadena PD Petty Cash Line Item Account			
196747	01/05/2017		
Inv 1/4/17			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/04/2017	Reimb. Petty Cash	101-4010-4011-8200-000	182.26
01/04/2017	Reimb. Petty Cash	101-4010-4011-8010-000	56.40
Inv 1/4/17 Total			238.66
196747 Total:			238.66
SOU5402 - City of South Pasadena PD Petty Cash Total:			238.66
CPS0551 - CPRS Line Item Account			
196737	12/29/2016		
Inv 1/25/17			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/27/2016	Playground Maint. Academy-A. Kim & L. Hakobian	101-8030-8031-8090-000	55.00
12/27/2016	Playground Maint. Academy-A. Kim & L. Hakobian	101-8030-8032-8090-000	55.00
Inv 1/25/17 Total			110.00
196737 Total:			110.00
CPS0551 - CPRS Total:			110.00
DLFS8300 - De Lage Landen Line Item Account			
196738	12/29/2016		
Inv 52127126			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/31/2016	2nd Fl. Copier Lease 11/15-12/14/16	101-6010-6011-8300-000	127.58
10/31/2016	2nd Fl. Copier Lease 11/15-12/14/16	101-3010-3032-8300-000	127.58
10/31/2016	2nd Fl. Copier Lease 11/15-12/14/16	101-1020-1021-8300-000	127.58
Inv 52127126 Total			382.74
196738 Total:			382.74
DLFS8300 - De Lage Landen Total:			382.74

Check Number	Check Date	Amount
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HAC6711 - Hach Company Line Item Account

196739 12/29/2016

Inv 10175579

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/01/2016	Reagent C1-17 Chlorine Analyser for City's Pump Stations	500-6010-6711-8020-000	724.31

Inv 10175579 Total 724.31

196739 Total: 724.31

HAC6711 - Hach Company Total:

724.31

HAFR7000 - Hartford Line Item Account

196759 01/12/2017

Inv P/R/E 12/11/16

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/10/2017	Life Insurance	700-0000-0000-2254-000	850.50

Inv P/R/E 12/11/16 Total 850.50

196759 Total: 850.50

HAFR7000 - Hartford Total:

850.50

ICM1610 - ICMA Line Item Account

196760 01/12/2017

Inv P/R/E 12/11/16

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/10/2017	Deferred Comp	700-0000-0000-2260-000	4,611.94

Inv P/R/E 12/11/16 Total 4,611.94

196760 Total: 4,611.94

ICM1610 - ICMA Total:

4,611.94

LAC3032 - L.A.C. Sheriff's Dept. Line Item Account

196761 01/12/2017

Inv P/R/E 12/11/16

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/10/2017	Garnishment	700-0000-0000-2264-000	100.00

Inv P/R/E 12/11/16 Total 100.00

196761 Total: 100.00

Check Number	Check Date	Amount
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LAC3032 - L.A.C. Sheriff's Dept. Total: 100.00

BRYL3012 - Lee, Barney Line Item Account

196740 12/29/2016
 Inv 11/8/16

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
11/08/2016	Refund Rebates	500-3010-3012-8032-000		200.00

Inv 11/8/16 Total 200.00

196740 Total: 200.00

BRYL3012 - Lee, Barney Total: 200.00

VRMZ7000 - Munoz, Valerie Line Item Account

196762 01/12/2017
 Inv P/R/E 12/11/16

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
01/10/2017	Garnishment	700-0000-0000-2264-000		750.00

Inv P/R/E 12/11/16 Total 750.00

196762 Total: 750.00

VRMZ7000 - Munoz, Valerie Total: 750.00

PEG4590 - NUFIC Line Item Account

196763 01/12/2017
 Inv P/R/E 12/11/16

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
01/10/2017	A.D. & D. Ins	700-0000-0000-2256-000		1,044.25

Inv P/R/E 12/11/16 Total 1,044.25

196763 Total: 1,044.25

PEG4590 - NUFIC Total: 1,044.25

OSHS6101 - Orchard Business/SYNCB Line Item Account

196764 01/12/2017
 Inv 030962

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
11/28/2016	Supplies	101-4010-4011-8100-000		2.89

Inv 030962 Total 2.89

Check Number	Check Date		Amount
Inv 035878			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/07/2016	Supplies	101-6010-6601-8020-000	108.64
Inv 035878 Total			108.64
Inv 036931			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/12/2016	Supplies	101-4010-4011-8020-000	31.05
Inv 036931 Total			31.05
Inv 037464			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/14/2016	Supplies	101-6010-6410-8020-000	122.91
Inv 037464 Total			122.91
Inv 039778			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/23/2016	Supplies	101-6010-6601-8134-000	52.78
Inv 039778 Total			52.78
Inv 044983			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/30/2016	Supplies	101-6010-6601-8020-000	227.55
Inv 044983 Total			227.55
Inv 045265			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/01/2016	Supplies	101-8030-8032-8020-000	15.81
Inv 045265 Total			15.81
Inv 051977			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/21/2016	Supplies	101-4010-4011-8020-000	78.40
Inv 051977 Total			78.40
Inv 053370			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/29/2016	Supplies	500-6010-6710-8020-000	7.90
Inv 053370 Total			7.90
Inv 059621			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/07/2016	Supplies	101-6010-6601-8020-000	45.53

Check Number	Check Date		Amount
Inv 059621		Total	45.53
Inv 157655			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/16/2016	Supplies	101-6010-6601-8020-000	101.41
Inv 157655		Total	101.41
Inv 159906			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/30/2016	Supplies	500-6010-6711-8020-000	24.78
Inv 159906		Total	24.78
Inv 991593			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/21/2016	Supplies CREDIT	101-4010-4011-8020-000	-3.10
Inv 991593		Total	-3.10
196764 Total:			816.55
OSHS6101 - Orchard Business/SYNCB Total:			816.55
PER4770 - Pers Retirement Line Item Account			
196765	01/12/2017		
Inv	P/R/E 12/11/16		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/10/2017	Retirement Svc Period 12/26/16-1/8/17	700-0000-0000-2240-000	93,422.14
Inv P/R/E 12/11/16		Total	93,422.14
196765 Total:			93,422.14
PER4770 - Pers Retirement Total:			93,422.14
PFIP1022 - Professional Interpreting LLC Line Item Account			
196748	01/05/2017		
Inv	8/15/16		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/30/2016	Lighting & Landscape Maint. Translation Svcs	101-1020-1022-8170-000	1,040.00
Inv 8/15/16		Total	1,040.00
196748 Total:			1,040.00

Check Number	Check Date	Amount
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PFIP1022 - Professional Interpreting LLC Total: 1,040.00

VIRB8267 - Robles, Vivian Line Item Account

196766 01/12/2017

Inv Oct/Nov 2016

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/10/2017	Instructor Line Dance Classes	101-8030-8021-8267-000	616.00

Inv Oct/Nov 2016 Total 616.00

196766 Total: 616.00

VIRB8267 - Robles, Vivian Total: 616.00

ROS2021 - Rossmann and Moore, LLP Line Item Account

196749 01/05/2017

Inv Nov 2016REVISED

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/27/2016	Legal Svcs 710 Fwy Extension 11/16	101-2010-2021-8160-000	3,440.00

Inv Nov 2016REVISED Total 3,440.00

196749 Total: 3,440.00

ROS2021 - Rossmann and Moore, LLP Total: 3,440.00

SOU5230 - S.P.Firefighters L-3657 Line Item Account

196767 01/12/2017

Inv P/R/E 12/11/16

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/10/2017	Assn. Dues	700-0000-0000-2250-000	2,800.00

Inv P/R/E 12/11/16 Total 2,800.00

Inv P/R/E 12/11/16*

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/10/2017	Ins	700-0000-0000-2252-000	180.74

Inv P/R/E 12/11/16* Total 180.74

196767 Total: 2,980.74

SOU5230 - S.P.Firefighters L-3657 Total: 2,980.74

SOU5435 - S.P.P. O. A. Line Item Account

196768 01/12/2017

Check Number	Check Date		Amount
Inv	P/R/E 12/11/16		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/10/2017	Assn. Dues & Ins	700-0000-0000-2246-000	4,029.25
Inv P/R/E 12/11/16 Total			4,029.25
196768 Total:			4,029.25
SOU5435 - S.P.P. O. A. Total:			4,029.25
SOU5451 - S.P.Public Srvc Empl. Ass'n Line Item Account			
196769	01/12/2017		
Inv	P/R/E 12/11/16		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/10/2017	Assn. Dues & Svc Fee	700-0000-0000-2248-000	1,647.00
Inv P/R/E 12/11/16 Total			1,647.00
196769 Total:			1,647.00
SOU5451 - S.P.Public Srvc Empl. Ass'n Total:			1,647.00
SOU5250 - S.P.Review Line Item Account			
196741	12/29/2016		
Inv	5608		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/10/2016	Public Notice-Fire Code 2016	101-1020-1021-8040-000	88.00
Inv 5608 Total			88.00
Inv	5609		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/10/2016	Public Notice-Ordinance #2404	101-1020-1021-8040-000	48.00
Inv 5609 Total			48.00
Inv	5610		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/10/2016	Public Notice-Ordinance #2405	101-1020-1021-8040-000	60.00
Inv 5610 Total			60.00
Inv	5637		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/25/2016	Public Notice-Ordinance #2304	101-1020-1021-8040-000	64.00
Inv 5637 Total			64.00

Check Number	Check Date		Amount
Inv	5645		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/28/2016	Public Notice-Vote By Mail 11/3/16 Ads	101-1020-1022-8040-000	252.00
Inv 5645 Total			252.00
196741 Total:			512.00
SOU5250 - S.P.Review Total:			512.00
MCST4010 - Smith, Michael Line Item Account			
196742	12/29/2016		
Inv	1/9-13/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/23/2016	Reimb. PD Training Expenses	101-4010-4011-8210-000	900.28
Inv 1/9-13/17 Total			900.28
196742 Total:			900.28
196750	01/05/2017		
Inv	1/9-13/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/30/2016	Reimb. PD Training Expenses	101-4010-4011-8210-000	692.38
Inv 1/9-13/17 Total			692.38
196750 Total:			692.38
MCST4010 - Smith, Michael Total:			1,592.66
SOU6666 - So. CA Edison Co. Line Item Account			
196751	01/05/2017		
Inv	3-000-5677-90		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	500-6010-6711-8152-000	1,517.65
Inv 3-000-5677-90 Total			1,517.65
Inv	3-000-5950-21		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	101-6010-6410-8140-000	77.71
Inv 3-000-5950-21 Total			77.71
Inv	3-000-5950-22		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	101-6010-6410-8140-000	235.21

Check Number	Check Date		Amount
Inv 3-000-5950-22	Total		235.21
Inv 3-000-7125-63			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	101-6010-6015-8140-000	23.40
Inv 3-000-7125-63	Total		23.40
Inv 3-000-7125-66			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	500-6010-6711-8140-000	36.87
Inv 3-000-7125-66	Total		36.87
Inv 3-000-7152-57			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	101-6010-6410-8140-000	26.45
Inv 3-000-7152-57	Total		26.45
Inv 3-000-8455-69			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	215-6010-6115-8140-000	67.04
Inv 3-000-8455-69	Total		67.04
Inv 3-000-9969-52			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	215-6010-6201-8140-000	13.15
12/21/2016	11/17-12/17/16	101-6010-6410-8140-000	13.14
Inv 3-000-9969-52	Total		26.29
Inv 3-001-1810-93			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/1-12/1/16	101-6010-6410-8140-000	36.59
Inv 3-001-1810-93	Total		36.59
Inv 3-001-1810-94			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	500-6010-6711-8140-000	34.70
Inv 3-001-1810-94	Total		34.70
Inv 3-001-1810-98			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	500-6010-6711-8152-000	27,558.05
Inv 3-001-1810-98	Total		27,558.05

Inv 3-001-1811-29

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	101-6010-6601-8140-000	4,796.84

Inv 3-001-1811-29 Total 4,796.84

Inv 3-001-1811-44

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	215-6010-6201-8140-000	97.90
12/21/2016	11/17-12/17/16	101-6010-6410-8140-000	97.89

Inv 3-001-1811-44 Total 195.79

Inv 3-001-1811-45

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	215-6010-6201-8140-000	34.44
12/21/2016	11/17-12/17/16	101-6010-6410-8140-000	34.44

Inv 3-001-1811-45 Total 68.88

Inv 3-001-1811-48

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	215-6010-6115-8140-000	40.98

Inv 3-001-1811-48 Total 40.98

Inv 3-001-1811-56

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	215-6010-6115-8140-000	59.16

Inv 3-001-1811-56 Total 59.16

Inv 3-001-1811-58

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/1-12/1/16	101-6010-6410-8140-000	32.51

Inv 3-001-1811-58 Total 32.51

Inv 3-001-1811-59

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	215-6010-6115-8140-000	37.12

Inv 3-001-1811-59 Total 37.12

Inv 3-001-1811-63

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	101-6010-6410-8140-000	23.75

Inv 3-001-1811-63 Total 23.75

Check Number	Check Date		Amount
Inv 3-001-1811-67			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	215-6010-6115-8140-000	33.90
Inv 3-001-1811-67 Total			33.90
Inv 3-001-1811-68			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	101-8010-8011-8140-000	87.55
Inv 3-001-1811-68 Total			87.55
Inv 3-001-1811-69			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/1-12/1/16	215-6010-6201-8140-000	22.70
Inv 3-001-1811-69 Total			22.70
Inv 3-001-1811-75			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	215-6010-6115-8140-000	89.71
Inv 3-001-1811-75 Total			89.71
Inv 3-001-1811-76			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	215-6010-6115-8140-000	51.43
Inv 3-001-1811-76 Total			51.43
Inv 3-001-1811-77			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	215-6010-6115-8140-000	37.63
Inv 3-001-1811-77 Total			37.63
Inv 3-001-1811-79			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	215-6010-6115-8140-000	35.45
Inv 3-001-1811-79 Total			35.45
Inv 3-001-1811-80			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	215-6010-6115-8140-000	30.43
Inv 3-001-1811-80 Total			30.43
Inv 3-001-1811-86			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	101-6010-6410-8140-000	26.04

Check Number	Check Date		Amount
Inv 3-001-1811-86	Total		26.04
Inv	3-001-1811-87		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	500-6010-6711-8140-000	42.85
Inv 3-001-1811-87	Total		42.85
Inv	3-001-1811-89		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/1-12/1/16	101-6010-6410-8140-000	16.25
12/21/2016	11/1-12/1/16	215-6010-6201-8140-000	16.26
Inv 3-001-1811-89	Total		32.51
Inv	3-001-1811-90		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	215-6010-6115-8140-000	46.61
Inv 3-001-1811-90	Total		46.61
Inv	3-001-1811-91		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	215-6010-6115-8140-000	65.21
Inv 3-001-1811-91	Total		65.21
Inv	3-001-1811-92		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	215-6010-6115-8140-000	14.44
Inv 3-001-1811-92	Total		14.44
Inv	3-001-1811-93		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	215-6010-6115-8140-000	60.61
Inv 3-001-1811-93	Total		60.61
Inv	3-001-1811-95		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	101-6010-6410-8140-000	27.80
Inv 3-001-1811-95	Total		27.80
Inv	3-001-1811-98		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	215-6010-6115-8140-000	16.14
Inv 3-001-1811-98	Total		16.14

Check Number	Check Date		Amount
Inv	3-001-1812-06		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	101-6010-6410-8140-000	40.05
Inv 3-001-1812-06 Total			40.05
Inv	3-001-1812-07		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	500-6010-6711-8140-000	29.01
Inv 3-001-1812-07 Total			29.01
Inv	3-001-1812-08		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	215-6010-6115-8140-000	55.41
Inv 3-001-1812-08 Total			55.41
Inv	3-001-1812-09		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/1-12/1/16	101-6010-6410-8140-000	291.68
Inv 3-001-1812-09 Total			291.68
Inv	3-001-1812-10		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	232-6010-6417-8140-000	79.85
Inv 3-001-1812-10 Total			79.85
Inv	3-001-1812-11		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	215-6010-6115-8140-000	33.02
Inv 3-001-1812-11 Total			33.02
Inv	3-001-1812-12		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	215-6010-6115-8140-000	32.33
Inv 3-001-1812-12 Total			32.33
Inv	3-001-1812-25		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	101-6010-6410-8140-000	26.94
Inv 3-001-1812-25 Total			26.94
Inv	3-001-1812-26		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	101-6010-6410-8140-000	763.56

Check Number	Check Date	Amount
Inv 3-001-1812-26	Total	763.56
Inv 3-001-1812-27		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
12/21/2016	11/17-12/17/16	215-6010-6115-8140-000
57.37		
Inv 3-001-1812-27	Total	57.37
Inv 3-001-1812-31		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
12/21/2016	11/17-12/17/16	101-6010-6410-8140-000
45.66		
Inv 3-001-1812-31	Total	45.66
Inv 3-001-1812-32		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
12/21/2016	11/1-12/1/16	101-6010-6410-8140-000
13.22		
Inv 3-001-1812-32	Total	13.22
Inv 3-001-1812-33		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
12/21/2016	11/17-12/17/16	500-6010-6711-8140-000
43.53		
Inv 3-001-1812-33	Total	43.53
Inv 3-001-1812-34		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
12/21/2016	11/17-12/17/16	500-6010-6711-8152-000
3,720.13		
Inv 3-001-1812-34	Total	3,720.13
Inv 3-001-1812-35		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
12/21/2016	11/17-12/17/16	215-6010-6115-8140-000
15.93		
Inv 3-001-1812-35	Total	15.93
Inv 3-001-1812-36		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
12/21/2016	11/17-12/17/16	101-6010-6410-8140-000
91.36		
Inv 3-001-1812-36	Total	91.36
Inv 3-001-1812-38		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
12/21/2016	11/17-12/17/16	101-6010-6410-8140-000
25.11		
Inv 3-001-1812-38	Total	25.11

Check Number	Check Date		Amount
Inv 3-001-1812-39			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	215-6010-6115-8140-000	52.15
Inv 3-001-1812-39 Total			52.15
Inv 3-001-9413-97			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	500-6010-6711-8152-000	2,329.65
Inv 3-001-9413-97 Total			2,329.65
Inv 3-002-4372-43			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	215-6010-6115-8140-000	69.10
Inv 3-002-4372-43 Total			69.10
Inv 3-002-4472-77			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/23/2016	11/22-12/22/16	101-8010-8011-8140-000	1,653.07
Inv 3-002-4472-77 Total			1,653.07
Inv 3-002-4472-78			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/23/2016	11/22-12/22/16	101-8030-8021-8140-000	643.79
Inv 3-002-4472-78 Total			643.79
Inv 3-002-4473-12			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	500-6010-6711-8140-000	26.04
Inv 3-002-4473-12 Total			26.04
Inv 3-003-6653-57			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/23/2016	11/22-12/22/16	101-6010-6410-8140-000	738.81
Inv 3-003-6653-57 Total			738.81
Inv 3-003-7341-83			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/1-12/1/16	101-6010-6410-8140-000	11.32
Inv 3-003-7341-83 Total			11.32
Inv 3-004-3214-58			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	500-6010-6711-8140-000	35.47

Check Number	Check Date		Amount
Inv 3-004-3214-58	Total		35.47
Inv 3-004-4562-56			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	215-6010-6115-8140-000	62.91
Inv 3-004-4562-56	Total		62.91
Inv 3-011-4089-57			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/23/2016	11/22-12/22/16	215-6010-6115-8140-000	52.95
Inv 3-011-4089-57	Total		52.95
Inv 3-016-0678-82			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	215-6010-6201-8140-000	95.06
Inv 3-016-0678-82	Total		95.06
Inv 3-022-6051-15			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	215-6010-6115-8140-000	87.34
Inv 3-022-6051-15	Total		87.34
Inv 3-022-6897-57			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	215-6010-6115-8140-000	24.66
Inv 3-022-6897-57	Total		24.66
Inv 3-022-6897-72			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/23/2016	11/22-12/22/16	215-6010-6115-8140-000	24.19
Inv 3-022-6897-72	Total		24.19
Inv 3-022-6897-89			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	215-6010-6115-8140-000	23.89
Inv 3-022-6897-89	Total		23.89
Inv 3-022-6897-99			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	215-6010-6115-8140-000	23.89
Inv 3-022-6897-99	Total		23.89

Check Number	Check Date		Amount
Inv	3-022-6898-05		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	215-6010-6115-8140-000	23.27
Inv 3-022-6898-05 Total			23.27
Inv	3-022-6898-17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	11/17-12/17/16	215-6010-6115-8140-000	27.94
Inv 3-022-6898-17 Total			27.94
Inv	3-022-6898-28		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/23/2016	11/22-12/22/16	215-6010-6115-8140-000	23.40
Inv 3-022-6898-28 Total			23.40
Inv	3-023-6580-86		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/23/2016	11/22-12/22/16	215-6010-6201-8140-000	27.51
Inv 3-023-6580-86 Total			27.51
Inv	3-023-7462-29		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/23/2016	11/22-12/22/16	215-6010-6115-8140-000	168.67
Inv 3-023-7462-29 Total			168.67
Inv	3-023-7844-31		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/23/2016	11/22-12/22/16	215-6010-6115-8140-000	24.68
Inv 3-023-7844-31 Total			24.68
Inv	3-023-8283-79		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/23/2016	11/22-12/22/16	215-6010-6115-8140-000	29.00
Inv 3-023-8283-79 Total			29.00
Inv	3-026-3223-65		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/23/2016	11/22-12/22/16	215-6010-6115-8140-000	35.08
Inv 3-026-3223-65 Total			35.08
Inv	3-028-7013-82		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/23/2016	11/22-12/22/16	101-6010-6410-8140-000	118.43

Check Number	Check Date		Amount
		Inv 3-028-7013-82 Total	118.43
		Inv 3-028-7594-32	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		12/23/2016 11/22-12/22/16 500-6010-6711-8152-000	2,154.57
		Inv 3-028-7594-32 Total	2,154.57
		Inv 3-029-2458-05	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		12/23/2016 11/22-12/22/16 101-8030-8031-8140-000	49.07
		Inv 3-029-2458-05 Total	49.07
		Inv 3-032-0513-93	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		12/23/2016 11/22-12/22/16 215-6010-6115-8140-000	51.74
		Inv 3-032-0513-93 Total	51.74
		Inv 3-032-2521-62	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		12/23/2016 11/22-12/22/16 215-6010-6201-8140-000	89.41
		Inv 3-032-2521-62 Total	89.41
		Inv 3-032-4192-98	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		12/23/2016 11/22-12/22/16 215-6010-6201-8140-000	58.93
		Inv 3-032-4192-98 Total	58.93
		Inv 3-033-3452-62	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		12/23/2016 11/22-12/22/16 500-6010-6710-8140-000	350.22
		Inv 3-033-3452-62 Total	350.22
		Inv 3-035-3494-19	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		12/23/2016 11/22-12/22/16 215-6010-6115-8140-000	46.15
		Inv 3-035-3494-19 Total	46.15
		Inv 3-035-6502-21	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		12/23/2016 11/22-12/22/16 101-6010-6601-8140-000	197.91
		Inv 3-035-6502-21 Total	197.91

Check Number Check Date Amount

Inv 3-037-6075-39

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/23/2016	11/22-12/22/16	215-6010-6115-8140-000	62.70

Inv 3-037-6075-39 Total 62.70

Inv 3-045-8045-41

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/23/2016	11/22-12/22/16	232-6010-6417-8140-000	25.45

Inv 3-045-8045-41 Total 25.45

196751 Total: 50,498.58

SOU6666 - So. CA Edison Co. Total: 50,498.58

CEAP7000 - South Pasadena Part Time Employees Assn. Line Item Account

196770 01/12/2017

Inv P/R/E 12/11/16

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/10/2017	Assn. Dues	700-0000-0000-2249-000	376.00

Inv P/R/E 12/11/16 Total 376.00

196770 Total: 376.00

CEAP7000 - South Pasadena Part Time Employees Assn. Total: 376.00

SICO8032 - The Sign Company Line Item Account

196743 12/29/2016

Inv 9291

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/06/2016	AGZA Signage for All Parks	101-8030-8031-8120-000	3,589.37

Inv 9291 Total 3,589.37

196743 Total: 3,589.37

SICO8032 - The Sign Company Total: 3,589.37

TIM4011 - Time Warner Cable Line Item Account

196752 01/05/2017

Inv 008 0070193

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	Skate Park Cable 1/1-1/31/17	101-4010-4011-8110-000	73.96

Inv 008 0070193 Total 73.96

Inv 008 0224964

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/28/2016	Internet Upgrade 1/8-2/7/17	101-3010-3032-8150-000	359.42

Inv 008 0224964 Total 359.42

196752 Total: 433.38

TIM4011 - Time Warner Cable Total: 433.38

VERW6711 - Verizon Wireless Line Item Account

196753 01/05/2017

Inv 9777559358

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/23/2016	Mobile Broadband 11/24-12/23/16	101-3010-3032-8150-000	16.15

Inv 9777559358 Total 16.15

196753 Total: 16.15

VERW6711 - Verizon Wireless Total: 16.15

ING1680 - Voya Financial Line Item Account

196771 01/12/2017

Inv P/R/E 12/11/16

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/10/2017	Deferred Comp	700-0000-0000-2260-000	2,842.59

Inv P/R/E 12/11/16 Total 2,842.59

196771 Total: 2,842.59

ING1680 - Voya Financial Total: 2,842.59

RSBY2013 - Yudin, Rosenberg Line Item Account

196754 01/05/2017

Inv 116-2200001

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/15/2016	Legal Svcs 10/17-11/9/16	101-2010-2013-8160-000	2,608.00

Inv 116-2200001 Total 2,608.00

196754 Total: 2,608.00

RSBY2013 - Yudin, Rosenberg Total: 2,608.00

Check Number Check Date

Amount

Total:

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203,583.95
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ATTACHMENT 3
General City Warrant List

Accounts Payable

Check Detail

User: mfestejo
 Printed: 01/12/2017 - 9:40AM



Check Number	Check Date		Amount
AEAH8021 - AED Institute of America Inc. Line Item Account			
196772	01/18/2017		
Inv	122516P3		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/25/2016	Library AED Complete Pkg	101-8010-8011-8020-000	2,352.75
Inv 122516P3 Total			2,352.75
196772 Total:			2,352.75
AEAH8021 - AED Institute of America Inc. Total:			2,352.75
AKDC9265 - AKD Consulting Line Item Account			
196773	01/18/2017		
Inv	CSP 2017-1		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/03/2017	City's Water Facilities Capital Improvement Project MgmtSvc12/16	500-6010-6711-8170-000	6,612.00
Inv CSP 2017-1 Total			6,612.00
196773 Total:			6,612.00
AKDC9265 - AKD Consulting Total:			6,612.00
ACMT2920 - All City Management Line Item Account			
196774	01/18/2017		
Inv	46281		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/07/2016	PD School Crossing Guard Svcs 11/6-19/16	101-4010-4011-8180-000	4,174.56
Inv 46281 Total			4,174.56
Inv	46591		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	PD School Crossing Guard Svcs 12/4-17/16	101-4010-4011-8180-000	6,889.03
Inv 46591 Total			6,889.03
196774 Total:			11,063.59

CMT2920 - All City Management Total:		11,063.59
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AMT0229 - Amtech Elevator Services Line Item Account

196775 01/18/2017

Inv DVA08398C16

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/21/2016	Citywide Elevator Maint. Svcs 12/16	101-6010-6601-8120-000	378.80

Inv DVA08398C16 Total		378.80
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196775 Total:		378.80
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AMT0229 - Amtech Elevator Services Total:

378.80

ARA0260 - Aramark Uniform Services Line Item Account

196776 01/18/2017

Inv 532101913

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/29/2016	Uniform Svcs	215-6010-6310-8132-000	8.07
12/29/2016	Uniform Svcs	500-6010-6710-8132-000	32.82
12/29/2016	Uniform Svcs	500-6010-6711-8132-000	14.12
12/29/2016	Uniform Svcs	215-6010-6201-8132-000	8.07
12/29/2016	Uniform Svcs	230-6010-6116-8132-000	30.62
12/29/2016	Uniform Svcs	210-6010-6501-8132-000	8.07
12/29/2016	Uniform Svcs	101-6010-6601-8132-000	13.02

Inv 532101913 Total		114.79
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Inv 532119080

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/05/2017	Uniform Svcs	210-6010-6501-8132-000	8.07
01/05/2017	Uniform Svcs	215-6010-6310-8132-000	8.07
01/05/2017	Uniform Svcs	500-6010-6710-8132-000	32.82
01/05/2017	Uniform Svcs	230-6010-6116-8132-000	30.62
01/05/2017	Uniform Svcs	500-6010-6711-8132-000	14.12
01/05/2017	Uniform Svcs	101-6010-6601-8132-000	13.02
01/05/2017	Uniform Svcs	215-6010-6201-8132-000	8.07

Inv 532119080 Total		114.79
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196776 Total:		229.58
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ARA0260 - Aramark Uniform Services Total:

229.58

ARM0253 - Armstrong Lock & Safe Co. Line Item Account

196777 01/18/2017

Inv 5863

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
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Check Number	Check Date		Amount
12/12/2016	PD Repair Safe	101-4010-4011-8120-000	95.00
Inv 5863 Total			95.00
196777 Total:			95.00
ARM0253 - Armstrong Lock & Safe Co. Total:			95.00
ARSF1010 - Arroyo Seco Foundation Line Item Account			
196778	01/18/2017		
Inv R14281			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/22/2016	Refund Community Room Insurance Deposit	101-0000-0000-2927-001	250.00
Inv R14281 Total			250.00
196778 Total:			250.00
ARSF1010 - Arroyo Seco Foundation Total:			250.00
ASCAP11 - ASCAP Line Item Account			
196779	01/18/2017		
Inv 500602714			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/06/2017	Musical License Renewal Fee - Local Govt Base Fee	101-8030-8032-8264-000	341.00
Inv 500602714 Total			341.00
196779 Total:			341.00
ASCAP11 - ASCAP Total:			341.00
AUDI8011 - Audio Editions Line Item Account			
196780	01/18/2017		
Inv 1616907			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/14/2016	Books on Cassette & CDs	101-8010-8011-8080-000	44.03
Inv 1616907 Total			44.03
196780 Total:			44.03
AUDI8011 - Audio Editions Total:			44.03
BAK0369 - Baker & Taylor Books Line Item Account			
196781	01/18/2017		

Inv 4011772548

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/02/2016	Books	101-8010-8011-8080-000	1,436.75

Inv 4011772548 Total 1,436.75

Inv 4011775081

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/07/2016	Books	101-8010-8011-8080-000	293.47

Inv 4011775081 Total 293.47

Inv 4011778389

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/09/2016	Books	101-8010-8011-8080-000	1,554.24

Inv 4011778389 Total 1,554.24

196781 Total: 3,284.46

BAK0369 - Baker & Taylor Books Total: 3,284.46

BBSW9399 - Banner Bank Line Item Account

196782 01/18/2017

Inv #7

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/06/2016	Southwest Pipeline & Trenchless Corp.-Escrow Acct.# 1171	310-9000-9399-9399-000	6,034.60

Inv #7 Total 6,034.60

196782 Total: 6,034.60

BBSW9399 - Banner Bank Total: 6,034.60

BFWB4011 - Baxter's Frame Works & Badge Frame Line Item Account

196783 01/18/2017

Inv 32214

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/15/2016	PD Printed & Laminated ID Cards for Organizational Chart	101-4010-4011-8020-000	533.31

Inv 32214 Total 533.31

196783 Total: 533.31

BFWB4011 - Baxter's Frame Works & Badge Frame Total: 533.31

BOA7777 - Board of Equalization Line Item Account

Check Number	Check Date		Amount
196784	01/18/2017		
Inv	SR AP017300007		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/09/2017	2016 Sales Tax	101-0000-0000-2700-000	5,155.00
Inv SR AP017300007 Total			5,155.00
196784 Total:			5,155.00
BOA7777 - Board of Equalization Total:			5,155.00
BORD8267 - Bordeaux, Janet Line Item Account			
196785	01/18/2017		
Inv	Dec 2016		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/06/2017	Instructor Line Dance Class	101-8030-8021-8267-000	50.40
Inv Dec 2016 Total			50.40
196785 Total:			50.40
BORD8267 - Bordeaux, Janet Total:			50.40
CAL5236 - CA Linen Services Line Item Account			
196786	01/18/2017		
Inv	1354978		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/02/2017	FD Dept. Supplies	101-5010-5011-8020-000	147.16
Inv 1354978 Total			147.16
196786 Total:			147.16
CAL5236 - CA Linen Services Total:			147.16
CPO4011 - CA Peace Officers Ass'n. Line Item Account			
196787	01/18/2017		
Inv	30250		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/13/2016	2017 Membership Renewal - Cpt. Solinsky	101-4010-4011-8060-000	125.00
Inv 30250 Total			125.00
196787 Total:			125.00
CPO4011 - CA Peace Officers Ass'n. Total:			125.00

CPC4011 - CA Police Chiefs Ass'n Line Item Account

96788 01/18/2017

Inv 7094

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/01/2017	PD Membership Renewal - Associates - Cpt. Mike Neff	101-4010-4011-8060-000	145.00

Inv 7094 Total 145.00

196788 Total: 145.00

CPC4011 - CA Police Chiefs Ass'n Total: 145.00

CPP4010 - CA Public Parking Ass'n Line Item Account

196789 01/18/2017

Inv 17-001

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/03/2017	2017 CPPA Membership Mike Neff & Lisa Bleecker	101-4010-4011-8060-000	135.00

Inv 17-001 Total 135.00

Inv 17-002

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/03/2017	2017 CPPA Membership Mike Neff & Lisa Bleecker	101-4010-4011-8060-000	135.00

Inv 17-002 Total 135.00

196789 Total: 270.00

CPP4010 - CA Public Parking Ass'n Total: 270.00

CAN0607 - Cantu Graphics Line Item Account

196790 01/18/2017

Inv 1511

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/16/2016	PD Busn. Cards	101-4010-4011-8050-000	87.09

Inv 1511 Total 87.09

Inv 1512

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	Transit Pre/Post & Fuel Inspection Sheet Pads	205-8030-8025-8050-000	190.75

Inv 1512 Total 190.75

Inv 1516

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/28/2016	Finance Color Copies	101-3010-3011-8050-000	21.58

Check Number	Check Date		Amount
Inv 1516 Total			21.58
Inv 1517			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/28/2016	PD Busn. Cards	101-4010-4011-8050-000	43.55
Inv 1517 Total			43.55
196790 Total:			342.97
CAN0607 - Cantu Graphics Total:			342.97
CAT0700 - Catering Systems Inc. Line Item Account			
196791	01/18/2017		
Inv 4149			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/01/2016	Sr. Center Meals w/ 11/21-23/16	260-8030-8023-8180-000	1,545.02
Inv 4149 Total			1,545.02
Inv 4170			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/27/2016	Sr. Center Meals w/ 12/12-16/16	260-8030-8023-8180-000	911.24
Inv 4170 Total			911.24
Inv 4171			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/27/2016	Sr. Center Meals w/ 12/15/16	260-8030-8023-8180-000	1,260.00
Inv 4171 Total			1,260.00
Inv 4178			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/27/2016	Sr. Center Meals w/ 12/19-23/16	260-8030-8023-8180-000	1,095.16
Inv 4178 Total			1,095.16
Inv 4186			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/05/2017	Sr. Center Meals w/ 12/27-30/16	260-8030-8023-8180-000	940.50
Inv 4186 Total			940.50
196791 Total:			5,751.92
CAT0700 - Catering Systems Inc. Total:			5,751.92
CRIM4010 - Chaidez, Hector Line Item Account			

Check Number	Check Date		Amount
196792	01/18/2017		
Inv	191616535		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/02/2017	PD Predictive Policing Svcs 12/16	101-4010-4011-8170-000	2,080.00
Inv 191616535 Total			2,080.00
196792 Total:			2,080.00
CRIM4010 - Chaidez, Hector Total:			2,080.00
ESSC3012 - Charities, Esperanza Line Item Account			
196793	01/18/2017		
Inv	1/9/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/09/2017	Refund Rebate	500-3010-3012-8032-000	178.00
Inv 1/9/17 Total			178.00
196793 Total:			178.00
ESSC3012 - Charities, Esperanza Total:			178.00
UCY4610 - Chenying, Kuo Line Item Account			
196794	01/18/2017		
Inv	222133809		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/10/2017	Refund Citation	101-0000-0000-4610-000	96.00
Inv 222133809 Total			96.00
196794 Total:			96.00
KUCY4610 - Chenying, Kuo Total:			96.00
GLE2563 - City of Glendale Line Item Account			
196795	01/18/2017		
Inv	GLN0000007111		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/02/2017	PD ICIS Roamer Fees Jan- Mar 2017	101-4010-4011-8180-000	1,275.00
Inv GLN0000007111 Total			1,275.00
Inv	GLN0000007121		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/02/2017	FD Verdugo Fire Dispatch Svcs 1/1-6/30/17	101-5010-5011-8180-000	58,628.50
Inv GLN0000007121 Total			58,628.50

Check Number Check Date Amount

196795 Total: 59,903.50

GLE2563 - City of Glendale Total: 59,903.50

CLMA8032 - City of La Mirada Line Item Account

196796 01/18/2017

Inv 1/25/17

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/06/2017	Concert Share 2017-Anthony Kim	101-8030-8021-8264-000	10.00

Inv 1/25/17 Total 10.00

196796 Total: 10.00

CLMA8032 - City of La Mirada Total: 10.00

CMII4011 - CMI, Inc. Line Item Account

196797 01/18/2017

Inv 830153

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/28/2016	PD 1 Box of Mouthpieces	101-4010-4011-8020-000	60.49

Inv 830153 Total 60.49

196797 Total: 60.49

CMII4011 - CMI, Inc. Total: 60.49

CDPS1020 - Code Publishing Inc. Line Item Account

196798 01/18/2017

Inv 54891

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/21/2016	SP Municipal Code Codification Svcs Ord. # 2301-2303	101-1020-1021-8170-000	113.70

Inv 54891 Total 113.70

196798 Total: 113.70

CDPS1020 - Code Publishing Inc. Total: 113.70

COM6601 - Community Controls Line Item Account

196799 01/18/2017

Inv AAAO342759

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/29/2016	PD Preventative Maint. on 2 Gates	101-4010-4011-8120-000	125.00

Check Number	Check Date		Amount
		Inv AAAO342759 Total	125.00
		196799 Total:	125.00
		COM6601 - Community Controls Total:	125.00
		COM0699 - Compressed Air Specialties Inc Line Item Account	
		196800 01/18/2017	
		Inv 00030748	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		12/12/2016 FD Replacement Knob-Line Valve 101-5010-5011-8110-000	28.21
		Inv 00030748 Total	28.21
		196800 Total:	28.21
		COM0699 - Compressed Air Specialties Inc Total:	28.21
		CTCT2011 - Constant Contact Inc. Line Item Account	
		196801 01/18/2017	
		Inv VCFPZWCABS17	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		01/05/2017 Prepay Monthly Svcs for e-Neighbors Newsletter 12 Months Svcs 101-2010-2011-8180-000	546.00
		Inv VCFPZWCABS17 Total	546.00
		196801 Total:	546.00
		CTCT2011 - Constant Contact Inc. Total:	546.00
		COO0695 - Cook Fire Extinguisher Co Line Item Account	
		196802 01/18/2017	
		Inv 918104	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		12/15/2016 FD Fire Extinguishers Svcs 101-5010-5011-8020-000	117.70
		Inv 918104 Total	117.70
		196802 Total:	117.70
		COO0695 - Cook Fire Extinguisher Co Total:	117.70
		CRDA1021 - Corodata Records Management Line Item Account	
		196803 01/18/2017	

Inv DN1137363

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/31/2016	Off Site Records Mgmt Svcs 10/16	101-1020-1021-8170-000	34.00

Inv DN1137363 Total 34.00

Inv RS4275915

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/31/2017	Off Site Records Mgmt Svcs 10/16	101-1020-1021-8170-000	227.59

Inv RS4275915 Total 227.59

196803 Total: 261.59

CRDA1021 - Corodata Records Management Total: 261.59

CPS0551 - CPRS Line Item Account

196804 01/18/2017

Inv 002682

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/20/2016	CPRS Agency Membership & Individual Memberships	101-8030-8021-8060-000	180.00
12/20/2016	CPRS Agency Membership & Individual Memberships	101-8030-8031-8060-000	645.00
12/20/2016	CPRS Agency Membership & Individual Memberships	101-8030-8032-8060-000	315.00

Inv 002682 Total 1,140.00

196804 Total: 1,140.00

CPS0551 - CPRS Total: 1,140.00

DSP0755 - D & S Printing Line Item Account

196805 01/18/2017

Inv 9984

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	Water 2016 Environmental Newsletter Flyers	500-3010-3012-8032-000	163.50

Inv 9984 Total 163.50

196805 Total: 163.50

DSP0755 - D & S Printing Total: 163.50

DMBC2920 - Del Mar Birth Center Line Item Account

196806 01/18/2017

Inv R77374

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/06/2017	Refund Youth House Deposit 12/16/16	101-0000-0000-2920-000	250.00

Check Number	Check Date		Amount
		Inv R77374 Total	250.00
		196806 Total:	250.00
		DMBC2920 - Del Mar Birth Center Total:	250.00
		ASHD8267 - Delery, Ashley Line Item Account	
		196807 01/18/2017	
		Inv Dec 2016	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		01/07/2017 Instructor Pep Up Your Life Classes 101-8030-8021-8267-000	211.20
		Inv Dec 2016 Total	211.20
		196807 Total:	211.20
		ASHD8267 - Delery, Ashley Total:	211.20
		AMDC8267 - Delgado, Ana Maria Line Item Account	
		196808 01/18/2017	
		Inv Dec 2016	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		01/06/2017 Instructor Yoga Classes 101-8030-8021-8267-000	182.40
		Inv Dec 2016 Total	182.40
		196808 Total:	182.40
		AMDC8267 - Delgado, Ana Maria Total:	182.40
		DEM0777 - Demco Line Item Account	
		196809 01/18/2017	
		Inv 6030206	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		12/20/2016 Library Technical Svcs Supplies 101-8010-8011-8020-000	268.67
		Inv 6030206 Total	268.67
		196809 Total:	268.67
		DEM0777 - Demco Total:	268.67
		DIG0800 - Digital Telecommunications Corp Line Item Account	
		196810 01/18/2017	
		Inv 26017	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	

Check Number	Check Date		Amount
01/01/2017	Telephone Line Svcs 2/17	101-3010-3032-8150-000	825.00
Inv 26017 Total			825.00
196810 Total:			825.00
DIG0800 - Digital Telecommunications Corp Total:			825.00
DPL4011 - D-Prep, LLC Line Item Account			
196811	01/18/2017		
Inv 2/13-16/17			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/04/2017	PD Training Registration - Cpl. Bernal	101-4010-4011-8210-000	390.00
Inv 2/13-16/17 Total			390.00
196811 Total:			390.00
DPL4011 - D-Prep, LLC Total:			390.00
EAG7777 - Eagle Messenger Services Line Item Account			
196812	01/18/2017		
Inv 41968			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/02/2017	Audit Shipping Charges	101-3010-3011-8020-000	55.50
Inv 41968 Total			55.50
196812 Total:			55.50
EAG7777 - Eagle Messenger Services Total:			55.50
EBS1007 - EBSCO Subscription Services Line Item Account			
196813	01/18/2017		
Inv 0403169			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/30/2016	Magazine Subscriptions Renewals 7/2016 - 6/2017	101-8010-8011-8030-000	295.00
Inv 0403169 Total			295.00
196813 Total:			295.00
EBS1007 - EBSCO Subscription Services Total:			295.00
ECMS5010 - ECMS Line Item Account			
196814	01/18/2017		

Check Number	Check Date		Amount
Inv	INV2228		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/27/2016	FD Turnout Cleaning & Repairs	101-5010-5011-8134-000	182.03
Inv INV2228 Total			182.03
196814 Total:			182.03
ECMS5010 - ECMS Total:			182.03
ERVH2920 - El Rancho Vista Healthcare Line Item Account			
196815	01/18/2017		
Inv	R77376		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/06/2017	Refund WMB Deposit Rental 12/17/16	101-0000-0000-2920-000	325.00
Inv R77376 Total			325.00
196815 Total:			325.00
ERVH2920 - El Rancho Vista Healthcare Total:			325.00
EMPI5011 - Empire Cleaning Supply Line Item Account			
196816	01/18/2017		
Inv	928030		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/28/2016	FD Dept. Cleaing Supplies	101-5010-5011-8020-000	1,225.02
Inv 928030 Total			1,225.02
196816 Total:			1,225.02
EMPI5011 - Empire Cleaning Supply Total:			1,225.02
EURO6710 - Eurofins Eaton Analytical Line Item Account			
196817	01/18/2017		
Inv	L0290008		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/28/2016	Water Quality Testing Svcs	500-6010-6711-8170-000	2,254.00
Inv L0290008 Total			2,254.00
Inv	L0296170		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/22/2016	Water Quality Testing Svcs	500-6010-6711-8170-000	48.00
Inv L0296170 Total			48.00

Check Number	Check Date		Amount
Inv	L0297162		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/23/2016	Water Quality Testing Svcs	500-6010-6711-8170-000	127.00
Inv L0297162 Total			127.00
Inv	L0297163		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/23/2016	Water Quality Testing Svcs	500-6010-6711-8170-000	85.00
Inv L0297163 Total			85.00
Inv	L0297682		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/29/2016	Water Quality Testing Svcs	500-6010-6711-8170-000	85.00
Inv L0297682 Total			85.00
196817 Total:			2,599.00
EURO6710 - Eurofins Eaton Analytical Total:			2,599.00
EBNX4010 - Everbridge (Nixle) Line Item Account			
196818	01/18/2017		
Inv	M31502		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/29/2016	Nixle Engage Renewal Svcs 12/16/16-12/15/17	101-4010-4011-8170-000	4,042.75
Inv M31502 Total			4,042.75
196818 Total:			4,042.75
EBNX4010 - Everbridge (Nixle) Total:			4,042.75
FED1109 - Federal Express Line Item Account			
196819	01/18/2017		
Inv	5-660-97659		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/30/2016	Plan/Bldg Overnight Shipping	101-7010-7011-8010-000	30.63
Inv 5-660-97659 Total			30.63
196819 Total:			30.63
FED1109 - Federal Express Total:			30.63

THR5910 - George L.Throop Co. Line Item Account

196820 01/18/2017

Inv 01-718372-00

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/13/2016	Strawhats & Wood for Sidewalk Repairs	230-6010-6116-8020-000	98.43

Inv 01-718372-00 Total 98.43

196820 Total: 98.43

THR5910 - George L.Throop Co. Total:

98.43

GKAS9000 - GK & Associates Line Item Account

196821 01/18/2017

Inv 16-094

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/31/2016	Construction Mgmt & Inspection Svcs Improvement Project 12/16	104-9000-9203-9203-000	10,800.00

Inv 16-094 Total 10,800.00

196821 Total: 10,800.00

GKAS9000 - GK & Associates Total:

10,800.00

HATC8025 - Halls Auto Tech Center Line Item Account

196822 01/18/2017

Inv 261117141

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/27/2016	Transit Van# 75 45 Day Maint. Svcs & Wheel Chair Inspections	205-8030-8025-8100-000	75.00

Inv 261117141 Total 75.00

Inv 261117178

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/05/2017	Transit Van# 74 45 Day Maint. Svcs & Wheel Chair Inspections	205-8030-8025-8100-000	75.00

Inv 261117178 Total 75.00

196822 Total: 150.00

HATC8025 - Halls Auto Tech Center Total:

150.00

HAR9203 - Hardy & Harper, Inc. Line Item Account

196823 01/18/2017

Inv 43329

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/15/2016	Preventative Maint. Projects @ Various Locations	101-9000-9203-9203-000	229,930.45

Check Number	Check Date		Amount
Inv 43329 Total			229,930.45
196823 Total:			229,930.45
HAR9203 - Hardy & Harper, Inc. Total:			229,930.45
HYBS8180 - Haynes Building Services LLC Line Item Account			
196824	01/18/2017		
Inv 32200			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/01/2016	Citywide Janitorial Services 12/16	232-6010-6417-8020-000	665.78
12/01/2016	Citywide Janitorial Services 12/16	101-6010-6601-8020-000	9,680.64
Inv 32200 Total			10,346.42
196824 Total:			10,346.42
HYBS8180 - Haynes Building Services LLC Total:			10,346.42
HQAB8100 - Hi Quality Auto Body Inc. Line Item Account			
196825	01/18/2017		
Inv 13000			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/01/2016	PD Unit# 1201 Repairs	101-4010-4011-8100-000	1,780.58
Inv 13000 Total			1,780.58
196825 Total:			1,780.58
HQAB8100 - Hi Quality Auto Body Inc. Total:			1,780.58
HPSL2021 - High Point Strategies LLC Line Item Account			
196826	01/18/2017		
Inv 171a			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2016	Consulting Fees for AGZA & Measure M Release 9/16 & 10/16	101-2010-2011-8272-000	2,250.00
10/05/2016	Consulting Fees for AGZA & Measure M Release 9/16 & 10/16	101-2010-2021-8170-000	450.00
Inv 171a Total			2,700.00
196826 Total:			2,700.00
HPSL2021 - High Point Strategies LLC Total:			2,700.00
HRC2011 - Housing Rights Center Line Item Account			
196827	01/18/2017		

Check Number	Check Date		Amount
Inv #4			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/12/2016	Consulting Svcs Housing Mediation & Educational OutreachSvc10/	101-2010-2011-8180-000	888.18
Inv #4 Total			888.18
196827 Total:			888.18
HRCS2011 - Housing Rights Center Total:			888.18
PTHS4460 - Hsiao, Peter Line Item Account			
196828	01/18/2017		
Inv R3609			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/28/2016	Refund Unused M/M Preferential Permit	101-0000-0000-4460-000	8.00
Inv R3609 Total			8.00
196828 Total:			8.00
PTHS4460 - Hsiao, Peter Total:			8.00
HUN4011 - Huntington Hospital Line Item Account			
196829	01/18/2017		
Inv 687950057 Pat.#			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/09/2016	PD Booking Approval-John C. Dutchman	101-4010-4011-8170-000	2,439.00
Inv 687950057 Pat.# Total			2,439.00
196829 Total:			2,439.00
HUN4011 - Huntington Hospital Total:			2,439.00
ICG15280 - ICG, Inc. Line Item Account			
196830	01/18/2017		
Inv 201702			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/04/2017	Community Center Feasibility Study Svcs Nov/Dec 2016	105-9000-9195-9195-000	30,000.00
Inv 201702 Total			30,000.00
196830 Total:			30,000.00
ICG15280 - ICG, Inc. Total:			30,000.00

Check Number	Check Date		Amount
INF4110 - Information Today, Inc. Line Item Account			
196831	01/18/2017		
Inv	1619657-B2		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	Literary Market Place Directory for Reference Desk	101-8010-8011-8080-000	404.53
Inv 1619657-B2 Total			404.53
196831 Total:			404.53
INF4110 - Information Today, Inc. Total:			404.53
ING6010 - Ingersoll Rand Company Industrial Technologies Line Item Account			
196832	01/18/2017		
Inv	30568567		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/09/2016	Emergency Repair Tank/System @ Wilson Rsvr Pump Station	500-6010-6710-8110-000	1,019.41
Inv 30568567 Total			1,019.41
196832 Total:			1,019.41
ING6010 - Ingersoll Rand Company Industrial Technologies Total:			1,019.41
INT4896 - Inter-Con Security Systems Inc Line Item Account			
196833	01/18/2017		
Inv	423744		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/09/2017	PD Parking Enforcement Svcs 12/16	101-4010-4011-8180-000	1,761.76
Inv 423744 Total			1,761.76
196833 Total:			1,761.76
INT4896 - Inter-Con Security Systems Inc Total:			1,761.76
IPCUS010 - IPC USA Inc. Line Item Account			
196834	01/18/2017		
Inv	163545391		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/29/2016	Fuel for FD Vehicles	101-5010-5011-8100-000	6,639.19
Inv 163545391 Total			6,639.19
196834 Total:			6,639.19

IPCU5010 - IPC USA Inc. Total: 6,639.19

SRIS5260 - Israelsen, Sarah B. Line Item Account

196835 01/18/2017

Inv R06147

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/16/2016	Refund Lost & Paid Library Material	101-0000-0000-5260-003	17.00

Inv R06147 Total 17.00

196835 Total: 17.00

SRIS5260 - Israelsen, Sarah B. Total: 17.00

JSAR4011 - Jack's Auto Repair Line Item Account

196836 01/18/2017

Inv 15143

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	PD Unit# 0908 Replace Evaporator Expansion Valve	101-4010-4011-8100-000	384.84

Inv 15143 Total 384.84

Inv 15146

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/21/2016	PD Unit# 1406 Replace A/C Hose Comp to Condensor	101-4010-4011-8100-000	344.74

Inv 15146 Total 344.74

Inv 15157

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/09/2017	PD Unit# 0431 Replace Detection Pump	101-4010-4011-8100-000	454.49

Inv 15157 Total 454.49

Inv 15174

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/09/2017	PD Unit# 1115 Replace Fuel Pump, Throttle Body Assembly & St	101-4010-4011-8100-000	1,548.97

Inv 15174 Total 1,548.97

Inv 15178

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/09/2017	PD Unit# 1406 Replace Headlamp Bulbs	101-4010-4011-8100-000	69.94

Inv 15178 Total 69.94

196836 Total: 2,802.98

Check Number	Check Date		Amount
JSAR4011 - Jack's Auto Repair Total:			2,802.98
JHA307 - John L. Hunter Associates, Inc. Line Item Account			
196837	01/18/2017		
Inv	SOPASNP1116		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/20/2016	FY 16-17 Environmental Compliance NPDES Consulting Svcs11/16	101-6010-6015-8170-000	3,070.00
Inv SOPASNP1116 Total			3,070.00
196837 Total:			3,070.00
JHA307 - John L. Hunter Associates, Inc. Total:			3,070.00
JCRS5011 - Jones Coffee Roasters Line Item Account			
196838	01/18/2017		
Inv	40569		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/04/2017	FD Dept. Supplies	101-5010-5011-8020-000	139.05
Inv 40569 Total			139.05
196838 Total:			139.05
JCRS5011 - Jones Coffee Roasters Total:			139.05
KAR1897 - Karbelnig, Dr. Alan Line Item Account			
196839	01/18/2017		
Inv	12/30/16		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/01/2017	Pre-Employment Psychological Evaluation	101-4010-4011-8170-000	300.00
Inv 12/30/16 Total			300.00
Inv 12/30/16*			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/01/2017	Pre-Employment Psychological Evaluation	101-4010-4011-8170-000	300.00
Inv 12/30/16* Total			300.00
196839 Total:			600.00
KAR1897 - Karbelnig, Dr. Alan Total:			600.00
KASA9190 - KASA Construction Inc. Line Item Account			
196840	01/18/2017		

Check Number Check Date Amount

Inv #4

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/31/2016	Dog Park Project	232-9000-9190-9190-000	12,567.88

Inv #4 Total 12,567.88

196840 Total: 12,567.88

KASA9190 - KASA Construction Inc. Total: 12,567.88

KOAC6010 - KOA Line Item Account

196841 01/18/2017

Inv 0000003

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/28/2016	Const.Mgmt & Inspection Svc-Monterey Rd Street Improve 10/31-11/2	104-9000-9203-9203-000	13,200.00

Inv 0000003 Total 13,200.00

196841 Total: 13,200.00

KOAC6010 - KOA Total: 13,200.00

LACA4011 - L.A.C. Police Chief's Association Line Item Account

196842 01/18/2017

Inv 2017

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/02/2016	PD 2017 Membership Dues	101-4010-4011-8060-000	500.00

Inv 2017 Total 500.00

196842 Total: 500.00

LACA4011 - L.A.C. Police Chief's Association Total: 500.00

LOS2230 - L.A.C. Registrar-Recorder Line Item Account

196843 01/18/2017

Inv 15301

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/04/2017	Notice of Exemption - Library Drainage Improvement Project	101-6010-6011-8020-000	75.00

Inv 15301 Total 75.00

196843 Total: 75.00

LOS2230 - L.A.C. Registrar-Recorder Total: 75.00

Check Number	Check Date		Amount
LAW6711 - Lawn Mower Corner Line Item Account			
196844	01/18/2017		
Inv	3455		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/17/2016	Adaptor Cable	101-6010-6410-8020-000	108.99
Inv 3455 Total			108.99
Inv	4436		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/04/2017	Seed & Seed Cover	101-6010-6410-8020-000	331.32
Inv 4436 Total			331.32
196844 Total:			440.31
LAW6711 - Lawn Mower Corner Total:			440.31
ZZLI3012 - Li, Zhen Zhen Line Item Account			
196845	01/18/2017		
Inv	1/9/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/09/2017	Refund Rebate	500-3010-3012-8032-000	100.00
Inv 1/9/17 Total			100.00
196845 Total:			100.00
ZZLI3012 - Li, Zhen Zhen Total:			100.00
LIFE822 - Life-Assist Inc. Line Item Account			
196846	01/18/2017		
Inv	778833		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/26/2016	FD Medical Supplies	101-5010-5011-8025-000	2,071.54
Inv 778833 Total			2,071.54
196846 Total:			2,071.54
LIFE822 - Life-Assist Inc. Total:			2,071.54
JNLG4660 - Lustig, Jonah Line Item Account			
196847	01/18/2017		
Inv	1606755		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/16/2016	Refund Partial Parking Permit	101-0000-0000-4460-000	12.50

Check Number	Check Date		Amount
		Inv 1606755 Total	12.50
		196847 Total:	12.50
		JNLG4660 - Lustig, Jonah Total:	12.50
		MLHL3010 - Moss, Levy & Hartzheim LLP Line Item Account	
		196848 01/18/2017	
		Inv 7202	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		12/31/2016 Completion of City Audit Svcs 6/30/16 500-3010-3012-8170-000	3,980.00
		12/31/2016 Completion of City Audit Svcs 6/30/16 227-7200-7210-8170-000	1,890.00
		12/31/2016 Completion of City Audit Svcs 6/30/16 101-3010-3041-8170-000	5,970.00
		Inv 7202 Total	11,840.00
		196848 Total:	11,840.00
		MLHL3010 - Moss, Levy & Hartzheim LLP Total:	11,840.00
		NETM4010 - NetMotion Line Item Account	
		196849 01/18/2017	
		Inv	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		12/28/2016 PD Mobility License, Maint & Support 2017 101-4010-4011-8100-000	7,988.27
		Inv Total	7,988.27
		196849 Total:	7,988.27
		NETM4010 - NetMotion Total:	7,988.27
		OFF4011 - Office Solutions Line Item Account	
		196850 01/18/2017	
		Inv I-01069802	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		12/02/2016 PD Office Supplies 101-4010-4011-8000-000	361.84
		Inv I-01069802 Total	361.84
		Inv I-01072582	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		12/07/2016 PD Office Supplies 101-4010-4011-8000-000	782.34
		Inv I-01072582 Total	782.34

Check Number Check Date Amount

Inv I-01073573

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/08/2016	PD Office Supplies	101-4010-4011-8000-000	195.69

Inv I-01073573 Total 195.69

Inv I-01074254

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/09/2016	PD Office Supplies	101-4010-4011-8000-000	366.15

Inv I-01074254 Total 366.15

Inv I-01074495

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/09/2016	PD Office Supplies	101-4010-4011-8000-000	460.35

Inv I-01074495 Total 460.35

Inv I-01081238

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/22/2016	PD Office Supplies	101-4010-4011-8000-000	348.61

Inv I-01081238 Total 348.61

196850 Total: 2,514.98

OFF4011 - Office Solutions Total: 2,514.98

PIDT4010 - Pacific Institute of Defensive Tactics Line Item Account

196851 01/18/2017

Inv 1/30-2/3/17

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/09/2017	PD Training Registration- Cpl. Salcido	101-4010-4011-8210-000	554.00

Inv 1/30-2/3/17 Total 554.00

196851 Total: 554.00

PIDT4010 - Pacific Institute of Defensive Tactics Total: 554.00

JTPK4610 - Park, Jonathan S. Line Item Account

196852 01/18/2017

Inv R140300

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/28/2016	Refund 2 Unused Annual ONP Permits	101-0000-0000-4610-000	200.00

Inv R140300 Total 200.00

Check Number	Check Date		Amount
196852 Total:			200.00
JTPK4610 - Park, Jonathan S. Total:			200.00
PHS4011 - Pasadena Humane Society Line Item Account			
196853	01/18/2017		
Inv	Jan 2017		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/05/2017	PD Animal Control Svcs 1/17	101-4010-4011-8180-000	10,124.50
Inv Jan 2017 Total			10,124.50
196853 Total:			10,124.50
PHS4011 - Pasadena Humane Society Total:			10,124.50
PSNS7101 - Pasadena Star News Line Item Account			
196854	01/18/2017		
Inv	900041829		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/29/2016	FD Newspaper Subscription Renewal	101-5010-5011-8080-000	132.97
Inv 900041829 Total			132.97
196854 Total:			132.97
PSNS7101 - Pasadena Star News Total:			132.97
CTPZ7000 - Perez, Christopher A. Line Item Account			
196855	01/18/2017		
Inv	12/1-2/16		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/29/2016	Refund PD Training Expense	101-4010-4011-8200-000	62.44
Inv 12/1-2/16 Total			62.44
196855 Total:			62.44
CTPZ7000 - Perez, Christopher A. Total:			62.44
PCRI7101 - Personal Court Reporters Inc. Line Item Account			
196856	01/18/2017		
Inv	83150		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/07/2016	Transcribing Svcs-SP PC Mtg 11/30/16	101-7010-7011-8170-000	600.00

Check Number	Check Date		Amount
Inv 83150	Total		600.00
Inv 83461			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/13/2016	Transcribing Svcs SP CC Mtg 12/7/16	101-7010-7011-8170-000	526.50
Inv 83461	Total		526.50
196856 Total:			1,126.50
PCRI7101 - Personal Court Reporters Inc. Total:			1,126.50
PHOE4610 - Phoenix Group Information Systems Line Item Account			
196857	01/18/2017		
Inv 112016184			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/15/2016	PD Citation/Permit Processing 11/16	101-0000-0000-4460-000	113.90
12/15/2016	PD Citation/Permit Processing 11/16	101-0000-0000-4610-000	1,185.34
Inv 112016184	Total		1,299.24
Inv 112016917			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/15/2016	PD Parking Citation Rolls	101-4010-4011-8000-000	1,425.72
Inv 112016917	Total		1,425.72
Inv 112016921			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/15/2016	PD Parking Citation Printer	101-4010-4011-8020-000	1,967.29
Inv 112016921	Total		1,967.29
196857 Total:			4,692.25
PHOE4610 - Phoenix Group Information Systems Total:			4,692.25
PDI417 - Plumbers Depot Inc. Line Item Account			
196858	01/18/2017		
Inv PD-33398			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/12/2016	Microfilmed Powder Free Latex Disposable Gloves	210-6010-6501-8020-000	2,066.64
Inv PD-33398	Total		2,066.64
Inv PD-33402			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/12/2016	Sewer Equipment	210-6010-6501-8020-000	3,286.35

Check Number	Check Date	Amount
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Inv PD-33402 Total		3,286.35
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196858 Total:		5,352.99
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PDI417 - Plumbers Depot Inc. Total:		5,352.99
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PODV8267 - Podvoll, Candace Line Item Account

196859 01/18/2017

Inv Dec 2016

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/06/2017	Instructor Meditation Class	101-8030-8021-8267-000	107.20

Inv Dec 2016 Total		107.20
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196859 Total:		107.20
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PODV8267 - Podvoll, Candace Total:		107.20
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POS8787 - Postmaster Line Item Account

196860 01/18/2017

Inv Permit# 183

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/29/2016	Sr. Center Newsletter Bulk Mail Permit# 183 Renewal	101-8030-8021-8010-000	500.00

Inv Permit# 183 Total		500.00
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196860 Total:		500.00
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POS8787 - Postmaster Total:		500.00
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PCLS6711 - Process Solutions Inc. Line Item Account

196861 01/18/2017

Inv INV0001039

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/08/2016	Replace Gear Pump for Wilson Rsvr Chlorine Generation System	500-6010-6711-8110-000	3,995.78

Inv INV0001039 Total		3,995.78
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196861 Total:		3,995.78
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PCLS6711 - Process Solutions Inc. Total:		3,995.78
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DRDP8030 - Prothero, Dr. Donald R. Line Item Account

196862 01/18/2017

Inv 1/20/17

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
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Check Number	Check Date		Amount
01/09/2017	Sr. Center Lecture 1/20/17	101-8030-8021-8267-000	100.00
Inv 1/20/17 Total			100.00
196862 Total:			100.00
DRDP8030 - Prothero, Dr. Donald R. Total:			100.00
PVP7777 - PVP Communications, Inc. Line Item Account			
196863	01/18/2017		
Inv 121480			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/15/2016	PD Motorcycle Helmets w/ Accessories	101-4010-4011-8134-000	1,639.74
Inv 121480 Total			1,639.74
196863 Total:			1,639.74
PVP7777 - PVP Communications, Inc. Total:			1,639.74
RIV7779 - Riviera, Dino Alcaraz Line Item Account			
196864	01/18/2017		
Inv 211134042			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/16/2016	Refund Citation	101-0000-0000-4610-000	5.00
Inv 211134042 Total			5.00
196864 Total:			5.00
RIV7779 - Riviera, Dino Alcaraz Total:			5.00
SGCM2011 - S.G.V City Manager's Assn. Line Item Account			
196865	01/18/2017		
Inv 1/18/17			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/04/2017	1/17 Lunch Meeting	101-2010-2011-8060-000	30.00
Inv 1/18/17 Total			30.00
196865 Total:			30.00
SGCM2011 - S.G.V City Manager's Assn. Total:			30.00
SGV5685 - S.G.V. Medical Center Line Item Account			
196866	01/18/2017		

Check Number Check Date Amount

Inv 787587



<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/02/2016	PD Blood Alcohol w/Drawal-Siani Mak	101-4010-4011-8170-000	48.00

Inv 787587 Total 48.00

196866 Total: 48.00

SGV5685 - S.G.V. Medical Center Total: 48.00

SOU5250 - S.P.Review Line Item Account

196867 01/18/2017

Inv 5683

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/08/2016	Public Notice ZCA 2nd Dwelling Units	101-7010-7011-8040-000	64.00

Inv 5683 Total 64.00

Inv 5695

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/19/2016	Legal Notice - FY 16-17 Sidewalk Replacement	260-9000-9264-9264-000	272.00

Inv 5695 Total 272.00



196867 Total: 336.00

SOU5250 - S.P.Review Total: 336.00

SAL7789 - Salcido, Juan Line Item Account

196868 01/18/2017

Inv 1/30-2/3/17

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/09/2017	Reimb. PD Training Expenses	101-4010-4011-8210-000	1,007.01

Inv 1/30-2/3/17 Total 1,007.01

196868 Total: 1,007.01

SAL7789 - Salcido, Juan Total: 1,007.01

SAN4958 - San Marino Security System Line Item Account

196869 01/18/2017

Inv 00104201

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/02/2017	Sr. Center Monitoring System Annual Payment	101-8030-8021-8180-000	396.00

Inv 00104201 Total 396.00

Inv 00104202

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/02/2017	Library Monitoring Systems Jan-Dec 2017	101-8010-8011-8120-000	396.00

Inv 00104202 Total 396.00

Inv 00105117

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/02/2017	Monitoring OrangeGrove Rec,WMB & Garfield YH Jan-Mar 2017	101-8030-8031-8180-000	681.00
01/02/2017	Monitoring OrangeGrove Rec,WMB & Garfield YH Jan-Mar 2017	101-8030-8032-8180-000	207.00

Inv 00105117 Total 888.00

196869 Total: 1,680.00

SAN4958 - San Marino Security System Total: 1,680.00

SYSC8267 - Schiada, Sylvia Line Item Account

196870 01/18/2017

Inv Dec 2016

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/06/2017	Instructor Water Color Class	101-8030-8021-8267-000	25.00

Inv Dec 2016 Total 25.00

196870 Total: 25.00

SYSC8267 - Schiada, Sylvia Total: 25.00

SER6856 - Service Pro Pest Mgmt Company Line Item Account

196871 01/18/2017

Inv 6471

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/01/2016	Citywide Pest Control Svcs 12/16	101-6010-6601-8120-000	389.17

Inv 6471 Total 389.17

196871 Total: 389.17

SER6856 - Service Pro Pest Mgmt Company Total: 389.17

SHO6666 - Shono, Jean Line Item Account

196872 01/18/2017

Inv Dec 2016

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/06/2017	Instructor Knitting Class	101-8030-8021-8267-000	24.00

Check Number	Check Date		Amount
		Inv Dec 2016 Total	24.00
		196872 Total:	24.00
		SHO6666 - Shono, Jean Total:	24.00
		REP6115 - Siemens Industry Inc. Line Item Account	
196873	01/18/2017		
Inv	5610041900		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/13/2016	Traffic Signal Maint. for 11/16	215-6010-6115-8180-000	2,163.63
	Inv 5610041900 Total		2,163.63
Inv	5620014875		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/13/2016	Traffic Signal Response Call Outs 11/16	215-6010-6115-8180-000	1,140.40
	Inv 5620014875 Total		1,140.40
	196873 Total:		3,304.03
	REP6115 - Siemens Industry Inc. Total:		3,304.03
		PGBS4610 - Soo, Park Gab Line Item Account	
196874	01/18/2017		
Inv	211134795		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/10/2017	Refund Citation	101-0000-0000-4610-000	108.00
	Inv 211134795 Total		108.00
	196874 Total:		108.00
	PGBS4610 - Soo, Park Gab Total:		108.00
		SWTL9399 - Southwest Pipeline & Trenchless Corp. Line Item Account	
196875	01/18/2017		
Inv	#7		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/06/2016	Swr Rehab. & Replacement Project Construction Svcs	310-9000-9399-9399-000	114,657.35
	Inv #7 Total		114,657.35
	196875 Total:		114,657.35

SWTL9399 - Southwest Pipeline & Trenchless Corp. Total:

114,657.35

STA5219 - Staples Business Advantage Line Item Account

196876 01/18/2017

Inv 3323088777

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/01/2016	PD Office Supplies	101-4010-4011-8000-000	49.46

Inv 3323088777 Total 49.46

Inv 3323168199

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/02/2016	PD Office Supplies	101-4010-4011-8000-000	539.34

Inv 3323168199 Total 539.34

Inv 3323324802

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/03/2016	Library Office Supplies	101-8010-8011-8000-000	182.53

Inv 3323324802 Total 182.53

Inv 3323324809

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/03/2016	Library Office Supplies	101-8010-8011-8000-000	24.24

Inv 3323324809 Total 24.24

Inv 3323324811

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/03/2016	PD Office Supplies	101-4010-4011-8000-000	107.91

Inv 3323324811 Total 107.91

Inv 3323635791

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/08/2016	Library Office Supplies	101-8010-8011-8000-000	296.87

Inv 3323635791 Total 296.87

Inv 3324149424

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/14/2016	Library Office Supplies	101-8010-8011-8000-000	32.04

Inv 3324149424 Total 32.04

Inv 3324149440

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/14/2016	Sr. Center Office Supplies	101-8030-8021-8020-000	7.07
12/14/2016	Sr. Center Office Supplies	101-8030-8021-8000-000	37.23

Check Number	Check Date		Amount
		Inv 3324149440 Total	44.30
		Inv 3324260340	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/15/2016	PD Office Supplies	101-4010-4011-8000-000	149.07
		Inv 3324260340 Total	149.07
		Inv 3324354333	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/16/2016	Yard Office Supplies	101-6010-6601-8020-000	4.50
12/16/2016	Yard Office Supplies	230-6010-6116-8020-000	4.50
12/16/2016	Yard Office Supplies	215-6010-6201-8020-000	4.50
12/16/2016	Yard Office Supplies	500-6010-6711-8020-000	4.50
12/16/2016	Yard Office Supplies	215-6010-6310-8020-000	4.50
12/16/2016	Yard Office Supplies	500-6010-6710-8020-000	4.50
12/16/2016	Yard Office Supplies	101-6010-6410-8020-000	4.50
12/16/2016	Yard Office Supplies	210-6010-6501-8020-000	4.50
12/16/2016	Yard Office Supplies	101-6010-6410-8000-000	12.98
		Inv 3324354333 Total	48.98
		Inv 3324507758	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/17/2016	Plan/Bldg Office Supplies	101-7010-7011-8000-000	273.07
		Inv 3324507758 Total	273.07
		Inv 3324904363	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/23/2016	Finance Office Supplies	101-3010-3011-8000-000	141.92
12/23/2016	Mgmt Svcs Office Supplies	101-2010-2011-8020-000	26.42
12/23/2016	Plan/Bldg Office Supplies	101-7010-7011-8000-000	94.53
		Inv 3324904363 Total	262.87
		Inv 3325038269	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/24/2016	Plan/Bldg Office Supplies	101-7010-7011-8000-000	12.20
		Inv 3325038269 Total	12.20
		Inv 3325398087	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/30/2016	Mgmt Svcs Office Supplies	101-2010-2011-8020-000	7.49
12/30/2016	Mgmt Svcs Office Supplies	101-2010-2011-8000-000	3.38
12/30/2016	Finance Office Supplies	101-3010-3011-8000-000	347.00
		Inv 3325398087 Total	357.87
		Inv 3326398882	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

Check Number	Check Date		Amount
01/06/2017	FD Drawer Lateral File Cabinet	101-5010-5011-8000-000	622.04
Inv 3326398882 Total			622.04
196876 Total:			3,002.79
STA5219 - Staples Business Advantage Total:			3,002.79
SCRR4010 - Superior Court of CA, County of LA Line Item Account			
196877	01/18/2017		
Inv	Dec 2016		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/06/2017	Court Fees 12/16	101-0000-0000-4610-000	5,601.50
Inv Dec 2016 Total			5,601.50
196877 Total:			5,601.50
SCRR4010 - Superior Court of CA, County of LA Total:			5,601.50
SPWS8020 - SupplyWorks Line Item Account			
196878	01/18/2017		
Inv	386427686		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/13/2016	Comm. Svcs Janitorial Supplies	101-6010-6601-8120-000	337.65
Inv 386427686 Total			337.65
Inv	387600240		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/28/2016	Library Janitorial Supplies	101-8010-8011-8120-000	290.02
Inv 387600240 Total			290.02
Inv	388025603		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/04/2017	Comm. Svcs Janitorial Supplies	101-6010-6601-8120-000	240.20
Inv 388025603 Total			240.20
196878 Total:			867.87
SPWS8020 - SupplyWorks Total:			867.87
SWRCB900 - SWRCB Accounting Office Line Item Account			
196879	01/18/2017		

Check Number	Check Date		Amount
Inv	WD-0119579		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/01/2016	Annual Waste Discharge Permit Fee Index No# 284213	101-6010-6015-8020-000	2,088.00
Inv WD-0119579 Total			2,088.00
Inv	WD-0119843		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/01/2016	Annual Waste Discharge Permit Fee Index No# 284477	101-6010-6015-8020-000	8,980.00
Inv WD-0119843 Total			8,980.00
196879 Total:			11,068.00
SWRCB900 - SWRCB Accounting Office Total:			11,068.00
NCTM2920 - Tom, Nancy Line Item Account			
196880	01/18/2017		
Inv	R77375		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/06/2017	Refund Youth House Deposit 12/17/16	101-0000-0000-2920-000	250.00
Inv R77375 Total			250.00
196880 Total:			250.00
NCTM2920 - Tom, Nancy Total:			250.00
TOM4455 - Tom's Clothing & Uniforms Inc Line Item Account			
196881	01/18/2017		
Inv	5947		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/12/2016	PD Uniforms & Boots for Motor Officer	101-4010-4011-8134-000	970.10
Inv 5947 Total			970.10
196881 Total:			970.10
TOM4455 - Tom's Clothing & Uniforms Inc Total:			970.10
TRA5998 - Transtech Engineers Inc. Line Item Account			
196882	01/18/2017		
Inv	20162781		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/01/2016	Bldg Svcs & Plan Check Svcs 10/16	101-7010-7011-8180-000	21,233.76
Inv 20162781 Total			21,233.76

Inv 20162782

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/01/2016	Bldg Svcs & Plan Check Svcs 10/16	101-7010-7011-8180-000	11,695.61

Inv 20162782 Total 11,695.61

Inv 20162783

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/01/2016	Soils Review Report- 1327 Indiana Ave.	101-0000-0000-2970-001	412.50

Inv 20162783 Total 412.50

Inv 20162784

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/01/2016	FD Fire Code Adoption Svcs	101-5010-5011-8020-000	518.38

Inv 20162784 Total 518.38

Inv 20162785

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/01/2016	October 2016 Svcs for Code Adoption	101-7010-7011-8180-000	638.00

Inv 20162785 Total 638.00

Inv 20162844

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/12/2016	Bldg Svcs & Plan Check Svcs 11/16	101-7010-7011-8180-000	18,786.38

Inv 20162844 Total 18,786.38

Inv 20162845

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/12/2016	November 2016 Svcs for Code Adoption	101-7010-7011-8180-000	2,432.38

Inv 20162845 Total 2,432.38

Inv 20162852

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/12/2016	Bldg Svcs & Plan Check Svcs 11/16	101-7010-7011-8180-000	10,712.05

Inv 20162852 Total 10,712.05

196882 Total: 66,429.06

TRA5998 - Transtech Engineers Inc. Total: 66,429.06

UPP7789 - Upper S.G.Mun. Water Dist. Line Item Account

196883 01/18/2017

Check Number	Check Date		Amount
Inv	SoPas-071216		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/12/2016	Water Conservation Rebate Program 4/1-6/30/16	500-3010-3012-8032-000	5,965.00
Inv SoPas-071216 Total			5,965.00
Inv	SoPas-122916		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/12/2016	Water Conservation Rebate Program 7/1-9/30/16	500-3010-3012-8032-000	3,990.00
Inv SoPas-122916 Total			3,990.00
196883 Total:			9,955.00
UPP7789 - Upper S.G.Mun. Water Dist. Total:			9,955.00
VCMT6010 - Valley Construction Mgmt Line Item Account			
196884	01/18/2017		
Inv	SD0625-9		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/02/2017	Swr Rehab. & Replacement ProjectConst. Mgmt & InspectionSvc12	310-6010-6501-8170-000	23,460.00
Inv SD0625-9 Total			23,460.00
196884 Total:			23,460.00
VCMT6010 - Valley Construction Mgmt Total:			23,460.00
CTAV2920 - Vaughan, Christina Line Item Account			
196885	01/18/2017		
Inv	R77377		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/06/2017	Refund Sr. Center Deposit Rental 12/17/16	101-0000-0000-2920-000	250.00
Inv R77377 Total			250.00
196885 Total:			250.00
CTAV2920 - Vaughan, Christina Total:			250.00
VMIS8011 - Venmill Industries Line Item Account			
196886	01/18/2017		
Inv	63578		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/19/2016	Library Repair Kit Combo-Packs	101-0000-0000-2700-000	-13.50
12/19/2016	Library Repair Kit Combo-Packs	101-8010-8011-8020-000	163.49
Inv 63578 Total			149.99

Check Number	Check Date	Amount
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196886 Total:		149.99
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VMIS8011 - Venmill Industries Total:		149.99
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VERW6711 - Verizon Wireless Line Item Account

196887 01/18/2017

Inv 9775631063

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2016	Water Dept. Tablet & Ipad Data Svcs 10/20-11/19/16	500-6010-6711-8150-000	149.14

Inv 9775631063 Total		149.14
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196887 Total:		149.14
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VERW6711 - Verizon Wireless Total:		149.14
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VSHI9185 - Vido Samarzich, Inc. Line Item Account

196888 01/18/2017

Inv Revised #3

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/09/2017	Monterey Road Street Improvement Project 12/16	500-9000-9300-9300-000	31,065.00
01/09/2017	Monterey Road Street Improvement Project 12/16	233-9000-9354-9354-000	29,956.76

Inv Revised #3 Total		61,021.76
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Inv Revised #4

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/06/2017	Fletcher Ave. Street Improvement Project 12/16	104-9000-9203-9203-000	243,004.10
01/06/2017	Fletcher Ave. Street Improvement Project 12/16	500-9000-9300-9300-000	44,658.55

Inv Revised #4 Total		287,662.65
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196888 Total:		348,684.41
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VSHI9185 - Vido Samarzich, Inc. Total:		348,684.41
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VIPI3032 - Vision Technology Solutions Line Item Account

196889 01/18/2017

Inv 33970

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/19/2016	Web Hosting for 12/16	101-3010-3032-8180-000	231.52

Inv 33970 Total		231.52
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196889 Total:		231.52
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VIPI3032 - Vision Technology Solutions Total: 231.52

VRTO4011 - Vortex Optics Line Item Account

196890 01/18/2017

Inv 681831A

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/22/2016	PD Razor Binocular & Spotting Scope	272-4010-4018-8520-000	2,413.24
12/22/2016	PD Razor Binocular & Spotting Scope	101-0000-0000-2700-000	-199.26

Inv 681831A Total 2,213.98

196890 Total: 2,213.98

VRTO4011 - Vortex Optics Total: 2,213.98

WAUS6116 - WAUSAU Tile Inc. Line Item Account

196891 01/18/2017

Inv 510178

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/30/2016	Steel Benches & Trash Receptacles	207-9000-9220-9220-000	15,480.36

Inv 510178 Total 15,480.36

196891 Total: 15,480.36

WAUS6116 - WAUSAU Tile Inc. Total: 15,480.36

WES4152 - West Coast Arborists, Inc. Line Item Account

196892 01/18/2017

Inv 121008

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/30/2016	Arborists Svcs 11/16-30/16	101-6010-6410-8170-000	605.00

Inv 121008 Total 605.00

Inv 121612

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/15/2016	Arborists Svcs 12/1-15/16	101-6010-6410-8170-000	605.00

Inv 121612 Total 605.00

196892 Total: 1,210.00

WES4152 - West Coast Arborists, Inc. Total: 1,210.00

WES6711 - Western Water Works Support Ctr. Line Item Account

196893 01/18/2017

Check Number	Check Date		Amount
Inv	433113-00		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/11/2016	Water Distribution Couplings & Gate Valves	500-0000-0000-1400-000	6,944.72
Inv 433113-00 Total			6,944.72
Inv	434961-00		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/30/2016	Various Brass Fittings & Adapters for Citywide Repairs	500-0000-0000-1400-000	2,616.27
Inv 434961-00 Total			2,616.27
196893 Total:			9,560.99
WES6711 - Western Water Works Support Ctr. Total:			9,560.99
PUFG8267 - Wong, Pauline Line Item Account			
196894	01/18/2017		
Inv	Dec 2016		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/05/2017	Instructor Line Dance Class	101-8030-8032-8267-000	93.60
Inv Dec 2016 Total			93.60
196894 Total:			93.60
PUFG8267 - Wong, Pauline Total:			93.60
ALZG5260 - Zhang, Ailin Line Item Account			
196895	01/18/2017		
Inv	R06139		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/29/2016	Refund Lost & Paid Library Material	101-0000-0000-5260-003	18.00
Inv R06139 Total			18.00
196895 Total:			18.00
ALZG5260 - Zhang, Ailin Total:			18.00
Total:			1,125,666.16

ATTACHMENT 4
Payroll 01-13-17

PAYROLL ACCOUNT RECONCILIATION
City of South Pasadena
for Payroll 01.13.17

Account Number	Account Name	01.18.17
101-0000-0000-1010-000	General Fund - Payroll cash	544,697.89
	Other Withholding Payables	\$ 281,742.42
<hr/>		
101-0000-0000-1010-000	Net General Fund - Payroll Cash	262,955.47
	Insurance Adjustment	-
205-0000-0000-1010-000	Prop A - Payroll Cash	5,776.99
207-0000-0000-1010-000	Prop C - Payroll Cash	5,337.94
210-0000-0000-1010-000	Sewer Fund - Payroll Cash	13,779.85
211-0000-0000-1010-000	CTC Traffic Improvement	-
215-0000-0000-1010-000	Street Lighting & Landscape Assessment - PR C:	5,379.79
218-0000-0000-1010-000	Clean Air Act	-
227-0000-0000-1010-000	CRA - Payroll Cash	
230-0000-0000-1010-000	State Gas Tax Fund - Payroll Cash	14,060.69
274-0000-0000-1010-000	Homeland Security Grant	-
310-0000-0000-1010-000	Sewer Capital Projects Fund	119.34
500-0000-0000-1010-000	Water Fund - Payroll Cash	55,058.95
700-0000-0000-2210-000	Internal Revenue Service	68,728.17
700-0000-0000-2230-000	Internal Revenue Service	16,592.16
Total Checks & Direct Deposits		447,789.35
Checks		28,666.56
Direct Deposits		333,802.46
I.R.S Payments		85,320.33
		<hr/> 447,789.35
To 700		615,544.88
Other PR Payable		281,742.42
ACH Payable		<hr/> 333,802.46

ATTACHMENT 5
Redevelopment Successor Agency Check Summary Total

Redevelopment Successor Agency Check Summary Total


Agency Warrants 01.18.17

<u>Vendor</u>	<u>Invoice #</u>	<u>Check #</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>
Moss,Levy & Hartzheim LLP	7202	196848	227.7200.7210.8170.000	Completion of City Audit Svcs 6/30/16	\$ 1,890.00

RSA Report Total \$ 1,890.00

Michael A. Cacciotti, Agency Chair

Evelyn G. Zneimer, Agency Secretary


David Batt, Agency Treasurer

City of South Pasadena Agenda Report

Michael A. Cacciotti, Mayor
Richard D. Schneider, M.D., Mayor Pro Tem
Robert S. Joe, Councilmember
Marina Khubesrian, M.D., Councilmember
Diana Malimud, Councilmember

Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer

COUNCIL AGENDA: January 18, 2017
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *JA*
FROM: Gary E. Pia, City Treasurer
David Batt, Finance Director *DB*
SUBJECT: **Monthly Investment Reports for November 2016**

Recommendation

It is recommended that the City Council receive and file the monthly investment reports for November 2016.

Fiscal Impact

None.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

As required by law, a monthly investment report, including water bond funds, is presented to the City Council disclosing investment activities, types of investments, dates of maturities, amounts of deposits, rates of interest and, for securities with a maturity of more than 12 months, current market values.

The reports reflect all investments at the above-referenced date and are in conformity with the City of South Pasadena's (City) Investment Policy as stated in Resolution No. 7476. Copies of the resolution are available at the City Clerk's office. The investments herein provide sufficient cash flow liquidity to meet the estimated expenditures, as required in the investment policy.

Analysis

There were no significant changes in the City's investments held by Morgan Stanley from the prior month. The proceeds of the City's 2016 Water Revenue Bonds are shown in the new escrow account with Wells Fargo Bank, and are invested in U.S. Treasury Notes. The remaining project funds from the 2009 Public Financing Authority Water Revenue Bonds are being held by BNY Mellon Bank, and are expected to be fully expended by the end of June 2017.

9

Legal Review

The City Attorney has not been asked to review this item.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachment: City Investment Reports for November 2016

Exhibit A

City of South Pasadena

INVESTMENT REPORT
November 30, 2016

Investment Balances at Month End

INSTITUTION NAME	MATURITY DATE	YIELD TO CALL OR MATURITY	PERCENT OF PORTFOLIO	COST	CURRENT MARKET VALUE *
LOCAL AGENCY INVESTMENT FUND:					
LAIF City	ON DEMAND	0.678%	12.58%	9,113,090.80	9,113,090.80
SUBTOTAL			12.58%	9,113,090.80	9,113,090.80
MORGAN STANLEY SMITH BARNEY					
Government Securities	See Exhibit B-1	1.488%	16.14%	11,697,172.11	11,624,525.60
Corporate Bonds	See Exhibit B-1	2.445%	6.45%	4,675,274.38	4,643,696.13
SUBTOTAL			22.59%	16,372,446.49	16,268,221.73
2016 WATER REVENUE BONDS					
BNY Mellon CD's	See Exhibit B-2	0.772%	3.09%	2,238,000.00	2,238,000.00
Wells Fargo Govt. Securities	See Exhibit B-2	1.680%	61.74%	44,737,000.00	45,626,952.47
SUBTOTAL			64.83%	46,975,000.00	47,864,952.47
TOTAL INVESTMENTS			100.00%	\$72,460,537.29	\$73,246,265.00

BANK ACCOUNTS:

Bank of the West Account Balance:	\$3,069,616.38
Morgan Stanley Uninvested Cash Balance:	\$22,340.92
Morgan Stanley Unsettled Transactions	\$0.00
BNY Mellon Uninvested Cash Balance	\$4,600,619.88
BNY Mellon 2016 Bonds Cost of Issuance Fund	\$6,682.55

Required Disclosures:

Average weighted maturity of the portfolio 191 DAYS

Average weighted total yield to maturity of the portfolio 1.546%

The City's investment liquidity is sufficient for it to meet its expenditure requirements for the next 180 days.

Investments are in conformity with the City Investment Policy.

* Current market valuation is required for investments with maturities of more than twelve months.

Exhibit B-1

Funds and Investments
Held by Contracted (Third) Parties
November 30, 2016

Morgan Stanley Investments

Investment Type	Issuer	CUSIP	Settlement Date	Par Value	Adjusted Premium	Adjusted Cost	Coupon Rate	YTM at Purchase	Market Value	Current YTM	Maturity Date	Days to Maturity	Unrealized Gain/Loss	
1	Gov't. Securities	U.S. Treasury Note	912828NG1	12/26/2014	533,000.00	100.908	537,842.14	2.750%	0.914%	538,473.91	1.360%	5/31/2017	182	631.77
2	Gov't. Securities	U.S. Treasury Note	912828NG1	9/24/2015	44,000.00	101.055	44,464.25	2.750%	0.621%	44,451.88	1.360%	5/31/2017	182	(12.37)
3	Gov't. Securities	U.S. Treasury Note	912828NG1	10/14/2015	15,000.00	101.091	15,163.68	2.750%	0.549%	15,154.05	1.360%	5/31/2017	182	(9.63)
4	Gov't. Securities	U.S. Treasury Note	912828NG1	6/20/2016	217,000.00	101.072	219,325.86	2.750%	0.588%	219,228.59	1.360%	5/31/2017	182	(97.27)
5	Gov't. Securities	U.S. Treasury Note	912828PY0	12/29/2014	866,000.00	101.824	881,798.94	2.750%	1.268%	884,844.16	2.690%	2/28/2018	455	3,045.22
6	Gov't. Securities	U.S. Treasury Note	912828PY0	9/24/2015	54,000.00	102.327	55,256.34	2.750%	0.868%	55,175.04	2.690%	2/28/2018	455	(81.30)
7	Gov't. Securities	U.S. Treasury Note	912828PY0	10/14/2015	23,000.00	102.461	23,565.92	2.750%	0.761%	23,500.48	2.690%	2/28/2018	455	(65.44)
8	Gov't. Securities	U.S. Treasury Note	912828PY0	6/20/2016	325,000.00	102.566	333,339.95	2.750%	0.677%	332,072.00	2.690%	2/28/2018	455	(1,267.95)
9	Gov't. Securities	U.S. Treasury Note	912828H52	3/6/2015	259,000.00	98.461	255,013.73	1.250%	1.577%	257,290.60	1.250%	1/31/2020	1,157	2,276.87
10	Gov't. Securities	U.S. Treasury Note	912828H52	9/24/2015	35,000.00	99.566	34,848.24	1.250%	1.353%	34,769.00	1.250%	1/31/2020	1,157	(79.24)
11	Gov't. Securities	U.S. Treasury Note	912828H52	10/14/2015	15,000.00	99.914	14,987.12	1.250%	1.270%	14,901.00	1.250%	1/31/2020	1,157	(86.12)
12	Gov't. Securities	U.S. Treasury Note	912828H52	6/20/2016	97,000.00	100.995	97,964.76	1.250%	0.930%	96,359.80	1.250%	1/31/2020	1,157	(1,604.96)
13	Gov't. Securities	U.S. Treasury Note	912828L32	11/24/2015	250,000.00	98.641	246,601.50	1.375%	1.672%	247,530.00	1.380%	1/31/2020	1,157	928.50
14	Gov't. Securities	U.S. Treasury Note	912828L32	6/20/2016	74,000.00	101.286	74,951.73	1.375%	1.024%	73,268.88	1.380%	1/31/2020	1,157	(1,682.85)
15	Gov't. Securities	U.S. Treasury Note	912828L32	9/28/2016	329,000.00	101.277	333,200.48	1.375%	1.027%	325,749.48	1.380%	1/31/2020	1,157	(7,451.00)
16	Gov't. Securities	U.S. Treasury Note	912828N89	3/15/2016	498,000.00	99.469	495,354.62	1.375%	1.488%	490,589.76	1.390%	1/31/2021	1,523	(4,764.86)
17	Gov't. Securities	U.S. Treasury Note	912828N89	6/20/2016	150,000.00	101.170	151,755.60	1.375%	1.087%	147,768.00	1.390%	1/31/2021	1,523	(3,987.60)
18	Gov't. Securities	U.S. Treasury Note	912828N89	9/28/2016	280,000.00	101.201	283,362.63	1.375%	1.079%	275,833.60	1.390%	1/31/2021	1,523	(7,529.03)
19	Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EADJ5	11/22/2016	1,059,000.00	100.216	1,061,285.45	1.000%	0.671%	1,060,736.76	0.990%	4/9/2018	495	(548.69)
20	Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EAEA3	5/25/2016	300,000.00	99.585	298,755.00	0.750%	0.974%	298,806.00	0.750%	4/9/2018	495	51.00
21	Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EAEA3	7/7/2016	75,000.00	100.165	75,123.48	0.750%	0.628%	74,701.50	0.750%	4/9/2018	495	(421.98)
22	Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EADK2	10/20/2015	309,000.00	100.086	309,265.44	1.250%	1.217%	307,708.38	1.250%	8/1/2019	974	(1,557.06)
23	Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EADK2	4/12/2016	309,000.00	100.732	311,261.87	1.250%	0.971%	307,708.38	1.250%	8/1/2019	974	(3,553.49)
24	Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EADK2	7/7/2016	20,000.00	101.180	20,236.03	1.250%	0.802%	19,916.40	1.250%	8/1/2019	974	(319.63)
25	Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EADK2	9/1/2016	345,000.00	100.719	347,482.00	1.250%	0.976%	343,557.90	1.250%	8/1/2019	974	(3,924.10)
26	Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EADM8	9/28/2016	480,000.00	100.810	483,886.42	1.250%	0.960%	477,456.00	1.250%	10/2/2019	1,036	(6,430.42)
27	Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EADR7	8/8/2016	500,000.00	101.094	505,471.27	1.375%	1.048%	496,635.00	1.380%	5/1/2020	1,248	(8,836.27)
28	Gov't. Securities	Fed. Home Loan Bank	3130A8QS5	8/12/2016	665,000.00	99.305	660,378.25	1.125%	1.271%	643,779.85	1.160%	7/14/2021	1,687	(16,598.40)
29	Gov't. Securities	Fed. National Mtg. Assn.	3135G0TG8	12/30/2014	151,000.00	98.924	149,375.24	0.875%	1.229%	150,771.99	0.870%	2/8/2018	435	1,396.75
30	Gov't. Securities	Fed. National Mtg. Assn.	3135G0TG8	9/8/2015	282,000.00	99.909	281,743.38	0.875%	0.913%	281,574.18	0.870%	2/8/2018	435	(169.20)
31	Gov't. Securities	Fed. National Mtg. Assn.	3135G0TG8	9/24/2015	50,000.00	100.006	50,003.24	0.875%	0.869%	49,924.50	0.870%	2/8/2018	435	(78.74)
32	Gov't. Securities	Fed. National Mtg. Assn.	3135G0TG8	10/14/2015	20,000.00	100.090	20,018.01	0.875%	0.798%	19,969.80	0.870%	2/8/2018	435	(48.21)
33	Gov't. Securities	Fed. National Mtg. Assn.	3135G0TG8	7/7/2016	240,000.00	100.317	240,760.12	0.875%	0.606%	239,637.60	0.870%	2/8/2018	435	(1,122.52)
34	Gov't. Securities	Fed. National Mtg. Assn.	3135GOE33	12/23/2015	248,000.00	99.707	247,273.36	1.125%	1.241%	248,215.76	1.120%	7/20/2018	597	942.40
35	Gov't. Securities	Fed. National Mtg. Assn.	3135GOE33	7/7/2016	70,000.00	100.781	70,546.81	1.125%	0.644%	70,060.90	1.120%	7/20/2018	597	(485.91)
36	Gov't. Securities	Fed. National Mtg. Assn.	3135G0YM9	12/30/2014	275,000.00	100.752	277,068.77	1.875%	1.449%	278,544.75	1.850%	9/18/2018	657	1,475.98
37	Gov't. Securities	Fed. National Mtg. Assn.	3135G0YM9	2/10/2015	219,000.00	101.046	221,290.68	1.875%	1.875%	221,822.91	1.850%	9/18/2018	657	532.23
38	Gov't. Securities	Fed. National Mtg. Assn.	3135G0YM9	9/24/2015	34,000.00	101.487	34,505.54	1.875%	1.038%	34,438.26	1.850%	9/18/2018	657	(67.28)
39	Gov't. Securities	Fed. National Mtg. Assn.	3135G0YM9	10/14/2015	14,000.00	101.652	14,231.26	1.875%	0.946%	14,180.46	1.850%	9/18/2018	657	(50.80)
40	Gov't. Securities	Fed. National Mtg. Assn.	3135G0YM9	7/7/2016	160,000.00	102.124	163,397.84	1.875%	0.684%	162,062.40	1.850%	9/18/2018	657	(1,335.44)
41	Gov't. Securities	Fed. National Mtg. Assn.	3135G0YT4	12/26/2014	231,000.00	100.172	231,396.79	1.625%	1.537%	233,046.66	1.610%	11/27/2018	727	1,649.87
42	Gov't. Securities	Fed. National Mtg. Assn.	3135G0YT4	9/24/2015	30,000.00	101.029	30,308.81	1.625%	1.100%	30,265.80	1.610%	11/27/2018	727	(43.01)
43	Gov't. Securities	Fed. National Mtg. Assn.	3135G0YT4	10/14/2015	13,000.00	101.221	13,158.77	1.625%	1.003%	13,115.18	1.610%	11/27/2018	727	(43.59)
44	Gov't. Securities	Fed. National Mtg. Assn.	3135G0YT4	7/7/2016	90,000.00	101.52	91,675.80	1.625%	0.681%	90,797.40	1.610%	11/27/2018	727	(878.40)

Funds and Investments
Held by Contracted (Third) Parties
November 30, 2016

Morgan Stanley Investments

Investment Type	Issuer	CUSIP	Settlement Date	Par Value	Adjusted Premium	Adjusted Cost	Coupon Rate	YTM at Purchase	Market Value	Current YTM	Maturity Date	Days to Maturity	Unrealized Gain/Loss
45 Gov't. Securities	Fed. National Mtg. Assn.	3135G0ZA4	12/30/2014	630,000.00	100.665	634,189.88	1.875%	1.568%	638,656.20	1.840%	2/19/2019	811	4,466.32
46 Gov't. Securities	Fed. National Mtg. Assn.	3135G0ZA4	9/24/2015	19,000.00	101.493	19,283.73	1.875%	1.190%	19,261.06	1.840%	2/19/2019	811	(22.67)
47 Gov't. Securities	Fed. National Mtg. Assn.	3135G0ZA4	10/14/2015	13,000.00	101.702	13,221.20	1.875%	1.096%	13,178.62	1.840%	2/19/2019	811	(42.58)
48 Gov't. Securities	Fed. National Mtg. Assn.	3135G0ZA4	7/7/2016	200,000.00	102.541	205,081.62	1.875%	0.717%	202,748.00	1.840%	2/19/2019	811	(2,333.62)
49 Gov't. Securities	Fed. National Mtg. Assn.	3135G0ZA4	9/1/2016	100,000.00	102.033	102,033.07	1.875%	0.946%	101,374.00	1.840%	2/19/2019	811	(659.07)
50 Gov't. Securities	Fed. National Mtg. Assn.	3135G0H55	7/7/2016	401,000.00	103.408	414,665.49	1.875%	1.019%	402,912.77	1.860%	12/28/2020	1,489	(11,752.72)
Subtotal Gov't. Securities				11,616,000.00		11,697,172.11	1.594%	1.088%	11,624,525.60	1.488%		847	(72,646.51)
51 Corporate Bond	Duke Energy Carolinas	26442CAL8	1/5/2015	108,000.00	100.031	108,033.81	1.750%	0.941%	108,034.56	0.870%	12/15/2016	15	0.75
52 Corporate Bond	Duke Energy Carolinas	26442CAL8	9/29/2015	10,000.00	100.035	10,003.45	1.750%	0.857%	10,003.20	0.870%	12/15/2016	15	(0.25)
53 Corporate Bond	Duke Energy Carolinas	26442CAL8	6/20/2016	45,000.00	100.052	45,023.58	1.750%	0.400%	45,014.40	0.870%	12/15/2016	15	(9.18)
54 Corporate Bond	BB&T Corp.	05531FAK9	1/12/2015	108,000.00	100.298	108,321.49	2.150%	1.178%	108,226.80	1.070%	3/22/2017	112	(94.69)
55 Corporate Bond	BB&T Corp. (Callable)	05531FAK9	9/29/2015	10,000.00	100.293	10,029.29	2.150%	1.194%	10,021.00	1.070%	3/22/2017	112	(8.29)
56 Corporate Bond	BB&T Corp. (Callable)	05531FAK9	10/16/2015	4,000.00	100.335	4,013.40	2.150%	1.057%	4,008.40	1.070%	3/22/2017	112	(5.00)
57 Corporate Bond	BB&T Corp. (Callable)	05531FAK9	6/15/2016	42,000.00	100.323	42,135.46	2.150%	1.057%	42,088.20	1.070%	3/22/2017	112	(47.26)
58 Corporate Bond	United Technologies	913017BU2	12/30/2014	108,000.00	100.299	108,323.03	1.800%	1.198%	108,346.68	1.790%	6/1/2017	183	23.65
59 Corporate Bond	United Technologies	913017BU2	9/29/2015	10,000.00	100.390	10,038.97	1.800%	1.016%	10,032.10	1.790%	6/1/2017	183	(6.87)
60 Corporate Bond	United Technologies	913017BU2	10/16/2015	3,000.00	100.407	3,012.21	1.800%	0.980%	3,009.63	1.790%	6/1/2017	183	(2.58)
61 Corporate Bond	United Technologies	913017BU2	6/14/2016	41,000.00	100.440	41,180.29	1.800%	0.916%	41,131.61	1.790%	6/1/2017	183	(48.68)
62 Corporate Bond	Pepsico Inc.	713448DA3	1/20/2016	124,000.00	100.072	124,089.78	0.972%	1.707%	124,334.80	1.220%	6/1/2018	548	245.02
63 Corporate Bond	VISA	92826CAA0	4/8/2016	124,000.00	100.389	124,482.01	1.200%	0.822%	124,110.36	1.190%	12/11/2017	376	(371.65)
64 Corporate Bond	VISA	92826CAA0	6/14/2016	39,000.00	100.329	39,128.48	1.200%	0.880%	39,034.71	1.190%	12/11/2017	376	(93.77)
65 Corporate Bond	JP Morgan Chase & Co.	46625HJF8	1/5/2015	111,000.00	100.343	111,380.79	1.195%	1.133%	111,752.58	1.760%	1/25/2018	421	371.79
66 Corporate Bond	JP Morgan Chase & Co.	46625HJF8	9/29/2015	8,000.00	100.283	8,022.63	1.195%	1.195%	8,054.24	1.760%	1/25/2018	421	31.61
67 Corporate Bond	JP Morgan Chase & Co.	46625HJF8	10/16/2015	3,000.00	100.281	3,008.42	1.195%	1.210%	3,020.34	1.760%	1/25/2018	421	11.92
68 Corporate Bond	Burlington North Santa Fe	12189TBA1	8/8/2016	75,000.00	106.053	79,539.76	5.750%	1.009%	79,044.75	5.450%	3/15/2018	470	(495.01)
69 Corporate Bond	Medtronic, Inc	585055BA3	11/23/2016	82,000.00	99.961	81,968.02	1.375%	1.404%	81,885.20	1.370%	4/1/2018	487	(82.82)
70 Corporate Bond	Apple Inc.	037833AG5	1/20/2016	82,000.00	99.952	81,960.64	1.130%	0.703%	82,190.24	1.120%	5/3/2018	519	229.60
71 Corporate Bond	American Express Credit	0258M0DW6	2/12/2016	125,000.00	99.739	124,673.75	1.497%	1.228%	125,657.50	1.480%	7/31/2018	608	983.75
72 Corporate Bond	Boeing Capital Corp. (Callabl	097014AM6	10/22/2015	59,000.00	102.787	60,644.57	2.900%	1.242%	60,397.71	2.830%	8/15/2018	623	(246.86)
73 Corporate Bond	Boeing Capital Corp. (Callabl	097014AM6	6/15/2016	20,000.00	103.110	20,622.07	2.900%	1.054%	20,473.80	2.830%	8/15/2018	623	(148.27)
74 Corporate Bond	Metlife, Inc.	59156RAR9	6/17/2016	138,000.00	109.138	150,610.92	6.817%	1.374%	149,420.88	6.290%	8/15/2018	623	(1,190.04)
75 Corporate Bond	Gilead Sciences, Inc.	375558BE2	12/9/2015	41,000.00	100.613	41,251.49	1.850%	1.495%	41,189.83	1.840%	9/4/2018	643	(61.66)
76 Corporate Bond	Gilead Sciences, Inc.	375558BE2	6/14/2016	40,000.00	101.153	40,461.28	1.850%	1.185%	40,185.20	1.840%	9/4/2018	643	(276.08)
77 Corporate Bond	Microsoft Corp.	594918BF0	6/27/2016	82,000.00	100.531	82,435.49	1.300%	1.020%	81,881.92	1.300%	11/3/2018	703	(553.57)
78 Corporate Bond	Johnson & Johnson	478160BG8	11/23/2016	81,000.00	100.858	81,694.66	1.650%	1.217%	81,523.26	1.640%	12/5/2018	735	(171.40)
79 Corporate Bond	Bank of New York Mellon (Ca	06406HCP2	9/14/2015	112,000.00	100.240	112,268.83	2.100%	1.984%	112,621.60	2.080%	1/15/2019	776	352.77
80 Corporate Bond	Bank of New York Mellon (Ca	06406HCP2	9/29/2015	6,000.00	100.724	6,043.44	2.100%	1.751%	6,033.30	2.080%	1/15/2019	776	(10.14)
81 Corporate Bond	Bank of New York Mellon (Ca	06406HCP2	10/16/2015	3,000.00	100.825	3,024.75	2.100%	1.702%	3,016.65	2.080%	1/15/2019	776	(8.10)
82 Corporate Bond	Bank of New York Mellon (Ca	06406HCP2	6/14/2016	39,000.00	101.863	39,726.76	2.100%	1.208%	39,216.45	2.080%	1/15/2019	776	(510.31)
83 Corporate Bond	Oracle Corp.	68389XAQ8	12/30/2014	30,000.00	100.957	30,286.98	2.375%	1.947%	30,436.50	2.340%	1/15/2019	776	149.52
84 Corporate Bond	Oracle Corp.	68389XAQ8	9/29/2015	8,000.00	101.367	8,109.32	2.375%	1.716%	8,116.40	2.340%	1/15/2019	776	7.08
85 Corporate Bond	Oracle Corp.	68389XAQ8	10/16/2015	3,000.00	101.664	3,049.92	2.375%	1.574%	3,043.65	2.340%	1/15/2019	776	(6.27)

Exhibit B-1

Funds and Investments
Held by Contracted (Third) Parties
November 30, 2016

Morgan Stanley Investments

Investment Type	Issuer	CUSIP	Settlement Date	Par Value	Adjusted Premium	Adjusted Cost	Coupon Rate	YTM at Purchase	Market Value	Current YTM	Maturity Date	Days to Maturity	Unrealized Gain/Loss	
86	Corporate Bond	Oracle Corp.	68389XAQ8	6/16/2016	39,000.00	102.503	39,976.15	2.375%	1.177%	39,567.45	2.340%	1/15/2019	776	(408.70)
87	Corporate Bond	Kimberly-Clark Corp.	494368BT9	10/31/2016	82,000.00	100.534	82,437.91	1.400%	1.154%	81,594.92	1.400%	2/15/2019	807	(842.99)
88	Corporate Bond	John Deere Capital Corp.	24422ESK6	1/6/2015	112,000.00	99.642	111,599.04	1.950%	2.040%	112,479.36	1.940%	3/4/2019	824	880.32
89	Corporate Bond	United Parcel Service	911312AK2	10/31/2016	75,000.00	108.776	81,581.71	5.125%	1.294%	80,841.00	4.750%	4/1/2019	852	(740.71)
90	Corporate Bond	John Deere Capital Corp.	24422ERF2	10/22/2015	61,000.00	101.290	61,786.83	2.250%	1.694%	61,619.15	2.220%	4/17/2019	868	(167.68)
91	Corporate Bond	US Bancorp (Callable)	91159HHB9	6/13/2016	61,000.00	102.068	62,261.42	2.200%	1.321%	61,505.69	2.180%	4/25/2019	876	(755.73)
92	Corporate Bond	US Bancorp (Callable)	91159HHB9	6/15/2016	20,000.00	102.033	20,406.64	2.200%	1.336%	20,165.80	2.180%	4/25/2019	876	(240.84)
93	Corporate Bond	Caterpillar Financial	14912L6B2	7/1/2016	78,000.00	102.299	79,793.56	2.100%	1.172%	78,266.76	2.090%	6/9/2019	921	(1,526.80)
94	Corporate Bond	Home Depot Inc.	437076BE1	4/27/2015	32,000.00	101.240	32,396.94	2.000%	1.500%	32,340.48	1.970%	6/15/2019	927	(56.46)
95	Corporate Bond	Home Depot Inc. (Callable)	437076BE1	9/29/2015	8,000.00	100.750	8,060.01	2.000%	1.697%	8,085.12	1.970%	6/15/2019	927	25.11
96	Corporate Bond	Home Depot Inc. (Callable)	437076BE1	10/16/2015	2,000.00	101.250	2,024.99	2.000%	1.496%	2,021.28	1.970%	6/15/2019	927	(3.71)
97	Corporate Bond	Home Depot Inc. (Callable)	437076BE1	6/14/2016	38,000.00	102.078	38,789.58	2.000%	1.167%	38,404.32	1.970%	6/15/2019	927	(385.26)
98	Corporate Bond	Paccar Financial Corp.	69371RN36	11/17/2016	83,000.00	98.949	82,127.67	1.200%	1.594%	81,580.70	1.220%	8/12/2019	985	(546.97)
99	Corporate Bond	Berkshire Hathaway Inc.	084670BL1	8/28/2015	111,000.00	100.777	111,862.21	2.100%	1.804%	111,982.35	2.080%	8/14/2019	987	120.14
100	Corporate Bond	Berkshire Hathaway Inc.	084670BL1	9/29/2015	7,000.00	101.168	7,081.75	2.100%	1.656%	7,061.95	2.080%	8/14/2019	987	(19.80)
101	Corporate Bond	Proctor & Gamble Co.	742718EG0	1/27/2015	105,000.00	100.908	105,953.18	1.900%	1.580%	105,772.80	1.880%	11/1/2019	1,066	(180.38)
102	Corporate Bond	Proctor & Gamble Co.	742718EG0	9/29/2015	13,000.00	100.797	13,103.60	1.900%	1.619%	13,095.68	1.880%	11/1/2019	1,066	(7.92)
103	Corporate Bond	Proctor & Gamble Co.	742718EG0	10/16/2015	3,000.00	101.211	3,036.34	1.900%	1.474%	3,022.08	1.880%	11/1/2019	1,066	(14.26)
104	Corporate Bond	Proctor & Gamble Co.	742718EG0	6/16/2016	40,000.00	102.318	40,927.21	1.900%	1.090%	40,294.40	1.880%	11/1/2019	1,066	(632.81)
105	Corporate Bond	Costco Wholesale Group	22160KAF2	8/8/2016	81,000.00	101.787	82,447.18	1.700%	1.100%	81,060.75	1.690%	12/15/2019	1,110	(1,386.43)
106	Corporate Bond	PNC Funding Corp.	693476BJ1	9/10/2015	101,000.00	108.627	109,712.86	5.125%	2.300%	109,417.34	4.730%	2/8/2020	1,165	(295.52)
107	Corporate Bond	PNC Funding Corp.	693476BJ1	9/29/2015	6,000.00	108.826	6,529.53	5.125%	2.238%	6,500.04	4.730%	2/8/2020	1,165	(29.49)
108	Corporate Bond	PNC Funding Corp.	693476BJ1	10/16/2015	2,000.00	108.873	2,177.46	5.125%	2.223%	2,166.68	4.730%	2/8/2020	1,165	(10.78)
109	Corporate Bond	PNC Funding Corp.	693476BJ1	6/14/2016	34,000.00	110.030	37,410.26	5.125%	1.866%	36,833.56	4.730%	2/8/2020	1,165	(576.70)
110	Corporate Bond	Comcast Corp.	20030NBA8	6/22/2015	98,000.00	108.795	106,618.95	5.150%	2.296%	107,206.12	4.750%	3/1/2020	1,187	587.17
111	Corporate Bond	Comcast Corp.	20030NBA8	9/29/2015	8,000.00	109.785	8,782.77	5.150%	2.023%	8,751.52	4.750%	3/1/2020	1,187	(31.25)
112	Corporate Bond	Comcast Corp.	20030NBA8	10/16/2015	2,000.00	110.122	2,202.43	5.150%	1.921%	2,187.88	4.750%	3/1/2020	1,187	(14.55)
113	Corporate Bond	Comcast Corp.	20030NBA8	6/14/2016	38,000.00	111.453	42,352.11	5.150%	1.523%	41,569.72	4.750%	3/1/2020	1,187	(782.39)
114	Corporate Bond	Cisco Systems Inc.	17275RAX0	6/22/2015	112,000.00	100.081	112,090.66	2.450%	2.297%	112,986.72	2.420%	6/15/2020	1,293	896.06
115	Corporate Bond	Cisco Systems Inc.	17275RAX0	9/29/2015	5,000.00	101.412	5,070.60	2.450%	2.034%	5,044.05	2.420%	6/15/2020	1,293	(26.55)
116	Corporate Bond	Cisco Systems Inc.	17275RAX0	10/16/2015	3,000.00	101.656	3,049.67	2.450%	1.963%	3,026.43	2.420%	6/15/2020	1,293	(23.24)
117	Corporate Bond	Cisco Systems Inc.	17275RAX0	6/15/2016	40,000.00	103.325	41,330.09	2.450%	1.482%	40,352.40	2.420%	6/15/2020	1,293	(977.69)
118	Corporate Bond	Wal-Mart	931142CU5	9/6/2016	76,000.00	108.277	82,290.32	3.625%	1.267%	80,305.40	3.430%	7/8/2020	1,316	(1,984.92)
119	Corporate Bond	Target Corp.	87612EAV8	5/19/2016	39,000.00	108.038	42,134.81	3.875%	1.582%	41,460.90	3.640%	7/15/2020	1,323	(673.91)
120	Corporate Bond	Target Corp.	87612EAV8	6/16/2016	36,000.00	108.205	38,953.62	3.875%	1.537%	38,271.60	3.640%	7/15/2020	1,323	(682.02)
121	Corporate Bond	United Health Group Inc.	91324PCM2	9/24/2015	53,000.00	101.633	53,865.32	2.700%	2.228%	53,767.97	2.660%	7/15/2020	1,323	(97.35)
122	Corporate Bond	United Health Group Inc.	91324PCM2	9/29/2015	7,000.00	101.895	7,132.65	2.700%	2.153%	7,101.43	2.660%	7/15/2020	1,323	(31.22)
123	Corporate Bond	United Health Group Inc.	91324PCM2	6/20/2016	18,000.00	103.780	18,680.36	2.700%	1.621%	18,260.82	2.660%	7/15/2020	1,323	(419.54)
124	Corporate Bond	Intel Corp.	458140AQ3	9/23/2015	56,000.00	100.902	56,505.08	2.450%	2.192%	56,736.40	2.410%	7/29/2020	1,337	231.32
125	Corporate Bond	Intel Corp.	458140AQ3	9/29/2015	3,000.00	101.197	3,035.92	2.450%	2.108%	3,039.45	2.410%	7/29/2020	1,337	3.53
126	Corporate Bond	Intel Corp.	458140AQ3	6/14/2016	20,000.00	103.114	20,622.86	2.450%	1.571%	20,263.00	2.410%	7/29/2020	1,337	(359.86)
127	Corporate Bond	State Street Corp.	857477AS2	6/13/2016	54,000.00	103.121	55,685.58	2.550%	1.679%	54,508.14	2.520%	8/18/2020	1,357	(1,177.44)
128	Corporate Bond	State Street Corp.	857477AS2	6/15/2016	24,000.00	103.224	24,773.64	2.550%	1.651%	24,225.84	2.520%	8/18/2020	1,357	(547.80)
129	Corporate Bond	The Walt Disney Co.	25468PDE3	11/27/2015	60,000.00	100.570	60,342.01	2.150%	1.993%	60,151.80	2.140%	9/17/2020	1,387	(190.21)
130	Corporate Bond	The Walt Disney Co.	25468PDE3	6/20/2016	20,000.00	100.574	20,636.83	2.150%	1.287%	20,050.60	2.140%	9/17/2020	1,387	(586.23)

**Funds and Investments
Held by Contracted (Third) Parties
November 30, 2016**

Morgan Stanley Investments

Investment Type	Issuer	CUSIP	Settlement Date	Par Value	Adjusted Premium	Adjusted Cost	Coupon Rate	YTM at Purchase	Market Value	Current YTM	Maturity Date	Days to Maturity	Unrealized Gain/Loss
131 Corporate Bond	Coca-Cola Co.	191216BT6	6/16/2016	62,000.00	101.208	62,748.68	1.875%	1.555%	61,548.02	1.880%	10/27/2020	1,427	(1,200.66)
132 Corporate Bond	Coca-Cola Co.	191216BT6	6/27/2016	19,000.00	101.760	19,334.36	1.875%	1.410%	18,861.49	1.880%	10/27/2020	1,427	(472.87)
133 Corporate Bond	ACE INA Holdings Inc.	00440EAT4	6/6/2016	61,000.00	101.768	62,078.62	2.300%	1.822%	60,924.36	2.300%	11/3/2020	1,434	(1,154.26)
134 Corporate Bond	Chevron Corp. (Callable)	166764AY6	6/13/2016	55,000.00	102.401	56,320.48	2.419%	1.789%	55,391.60	2.400%	11/17/2020	1,448	(928.88)
135 Corporate Bond	Chevron Corp. (Callable)	166764AY6	6/27/2016	25,000.00	102.617	25,654.15	2.419%	1.733%	25,178.00	2.400%	11/17/2020	1,448	(476.15)
136 Corporate Bond	Gen. Electric Capital Corp.	36962G4Y7	5/3/2016	109,000.00	111.495	121,529.83	4.625%	1.709%	118,668.30	4.240%	1/7/2021	1,499	(2,861.53)
137 Corporate Bond	Gen. Electric Capital Corp.	36962G4Y7	6/14/2016	34,000.00	111.745	37,993.20	4.625%	1.650%	37,015.80	4.240%	1/7/2021	1,499	(977.40)
138 Corporate Bond	Occidental Petroleum Corp. (C	674599BY0	5/20/2016	75,000.00	107.768	80,826.09	4.100%	2.140%	79,675.50	3.850%	2/1/2021	1,524	(1,150.59)
139 Corporate Bond	Exxon Mobil Corp. (Callable)	30231GAV4	6/24/2016	162,000.00	102.143	165,471.89	2.222%	1.697%	161,599.86	2.220%	3/1/2021	1,552	(3,872.03)
140 Corporate Bond	3M Co. (Callable)	88579YAU5	9/23/2016	65,000.00	100.119	65,077.03	1.625%	1.599%	63,326.90	1.660%	9/19/2021	1,754	(1,750.13)
Subtotal Corporate Bonds				4,557,000.00		4,675,274.38	2.586%	1.493%	4,643,696.13	2.445%		892	(31,578.25)
Money Market	Liquid Asset Fund			0.00						0.010%		1	
Uninvested Cash				0.00					22,340.92	0.020%		1	
Subtotal Cash & Cash Equivalents						0.00			22,340.92			1	
Grand Totals				16,173,000.00		16,372,446.49	1.877%	1.203%	16,290,562.65	1.759%		859	(104,224.76)
Unsettled Transactions													
Subtotal Unsettled Transactions				0.00		0.00			0.00				0.00
Totals incl. Unsettled Transactions				16,173,000.00		16,372,446.49			16,290,562.65				(104,224.76)
Totals per Bank Statement				16,173,000.00		16,372,446.49			16,290,562.65				(104,224.76)

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Exhibit B-2

Funds and Investments
Held by Contracted (Third) Parties
November 30, 2016

2016 Water Revenue Bonds

Investment Type	Issuer	Settlement Date	Par Value	Coupon Rate	Market Value	Current YTM	Maturity Date	Days to Maturity
BNY Mellon Project Fund								
1 Cash			0.00	0.010%	0.00	0.010%		1
2 Morgan Stanley Treasury Portfolio			4,600,619.88	0.250%	4,600,619.88	0.250%		1
Subtotal Cash & Cash Equivalents			4,600,619.88	0.250%	4,600,619.88	0.250%		1
3 CDARS - CD	Triumph Bank	5/15/2015	249,000.00	0.600%	249,000.00	0.600%	12/15/2016	15
4 CDARS - CD	American Express Centurion	6/30/2015	249,000.00	0.800%	249,000.00	0.800%	12/27/2016	27
5 CDARS - CD	Mercantile Commerce Bank	6/26/2015	249,000.00	0.800%	249,000.00	0.800%	12/27/2016	27
6 CDARS - CD	MB Financial Bank	6/29/2015	249,000.00	0.700%	249,000.00	0.700%	12/29/2016	29
7 CDARS - CD	Access Bank	6/30/2015	249,000.00	0.700%	249,000.00	0.700%	12/30/2016	30
8 CDARS - CD	Everbank	10/16/2015	249,000.00	0.750%	249,000.00	0.750%	1/17/2017	48
9 CDARS - CD	BMO Harris Bank	10/7/2015	248,000.00	0.900%	248,000.00	0.900%	4/7/2017	128
10 CDARS - CD	Capital One Bank	10/7/2015	248,000.00	0.850%	248,000.00	0.850%	4/7/2017	128
11 CDARS - CD	Capital One National Assn.	10/7/2015	248,000.00	0.850%	248,000.00	0.850%	4/7/2017	128
Subtotal CDs			2,238,000.00	0.772%	2,238,000.00	0.772%		62
Total Project Fund			6,838,619.88	0.421%	6,838,619.88	0.421%		21

Wells Fargo Escrow Fund

1 Cash			843.13	0.100%	843.13	0.100%		1
Subtotal Cash & Cash Equivalents			843.13	0.100%	843.13	0.100%		1
2 Gov't. Securities U.S. Treasury Note		11/10/2016	602,000.00	1.000%	603,432.76	1.000%	3/31/2017	121
3 Gov't. Securities U.S. Treasury Note		11/10/2016	1,418,000.00	0.625%	1,417,007.40	0.625%	9/30/2017	304
4 Gov't. Securities U.S. Treasury Note		11/10/2016	595,000.00	0.875%	595,719.95	0.875%	3/31/2018	486
5 Gov't. Securities U.S. Treasury Note		11/10/2016	1,442,000.00	1.375%	1,455,295.24	1.375%	9/30/2018	669
6 Gov't. Securities U.S. Treasury Note		11/10/2016	592,000.00	1.625%	601,596.32	1.625%	3/31/2019	851
7 Gov't. Securities U.S. Treasury Note		11/10/2016	40,088,000.00	1.750%	40,953,900.80	1.750%	9/30/2019	1,034
Subtotal Securities			44,737,000.00	1.679%	45,626,952.47	1.680%		978
Total Escrow Fund			44,737,843.13	1.679%	45,627,795.60	1.680%		978

Exhibit C

City of South Pasadena
Investment Report

Summary of Invested Funds -- Last Day of the Month

MONTH	FY 2007-08	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17
6-6 JULY	13,890,011	18,506,000	20,273,657	13,579,652	11,604,558	14,003,563	17,332,153	20,958,651	26,306,572	28,541,631
AUGUST	12,821,952	17,256,000	20,608,628	12,099,372	11,595,476	13,043,563	17,330,985	12,658,088	26,294,151	28,405,544
SEPTEMBER	12,830,016	16,766,000	17,292,659	11,000,410	11,582,026	11,783,420	16,331,557	19,715,369	22,058,959	27,049,892
OCTOBER	12,648,943	16,266,000	17,297,628	10,757,440	10,575,907	11,795,960	13,841,158	17,221,779	22,325,114	27,023,005
NOVEMBER	12,813,000	15,646,000	16,621,046	10,499,526	8,992,178	11,800,260	13,836,635	17,221,849	22,287,418	25,381,313
DECEMBER	15,063,000	18,756,000	18,487,198	10,634,416	10,185,282	11,805,140	16,837,192	20,603,990	22,253,300	73,246,265
JANUARY	17,143,000	20,582,573	20,210,860	12,629,088	9,186,793	11,816,031	18,846,359	26,309,319	27,399,997	
FEBRUARY	17,684,000	20,284,404	19,519,072	12,619,768	9,184,331	13,818,580	18,845,663	26,260,788	30,108,605	
MARCH	16,654,000	19,715,013	18,448,613	12,610,790	9,126,552	13,319,038	13,145,894	26,315,158	28,939,924	
APRIL	18,784,000	22,169,776	19,317,280	12,605,200	11,130,863	17,327,604	13,153,853	26,326,876	28,276,276	
MAY	20,209,000	23,010,520	16,191,609	12,595,623	11,128,155	19,327,983	23,452,878	26,310,240	28,429,928	
JUNE	20,014,000	23,385,906	15,871,761	12,581,680	10,275,475	19,323,510	22,452,628	29,289,712	26,594,581	

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City of South Pasadena Agenda Report

Michael A. Cacciotti, Mayor
Richard D. Schneider, M.D., Mayor Pro Tem
Robert S. Joe, Councilmember
Marina Khubesrian, M.D., Councilmember
Diana Mahmud, Councilmember

Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer

COUNCIL AGENDA: January 18, 2017

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager *SG*

FROM: Steve Fjeldsted, Director of Library, Arts, and Culture *SF*

SUBJECT: **Second Reading and Adoption of an Ordinance of the City of South Pasadena adding a New Section 2.78.5 (Suspension of Library Privileges) to Article IVJ (Library Board of Trustees) of Chapter 2 (Administration of) The South Pasadena Municipal Code**

Recommendation

It is recommended that the City Council read by title only for second reading, waiving further reading, and adopt the proposed ordinance entitled "An Ordinance of the City Council of the City of South Pasadena, California, adding a new section 278.5 (Suspension of Library Privileges) to Article IVJ (Library Board of Trustees) of Chapter 2 (Administration of) The South Pasadena Municipal Code."

Fiscal Impact

No fiscal impact results from this ordinance.

Commission Review and Recommendation

This matter was reviewed as a Discussion Item by the Library Board of Trustees at their December 14, 2016 meeting. It was approved as an Action Item by the Library Board of Trustees at their January 12, 2017 meeting.

Background

In 2006, the Library Board of Trustees approved the Library Code of Conduct providing rules for Library visitors to help ensure an appropriate atmosphere for visitors and staff. Since then, the Library Code of Conduct has been posted around the facility and on the City website. When necessary, Library staff refers to The Library Code of Conduct to visitors to help maintain an environment conducive to reading, researching, studying, and learning. The Library Code of Conduct has been updated occasionally with the approval of the Library Board of Trustees when new issues or concerns have arisen.

The Library Code of Conduct enables the Library Director or a designee during his or her

Suspension of Library Privileges Ordinance

January 18, 2017

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absence to ask a Library visitor to leave for a serious violation. For safety and enforcement reasons, and when necessary, the Police are sometimes called to assist in informing the disruptive Library visitor to leave the premises. Quite often, the offending Library visitor will return the next day or sometime soon thereafter. In a couple of extreme cases, the Library Director has needed to go to court to seek a Restraining Order to prevent dangerous Library visitors from returning after they have been asked to leave repeatedly for serious Library Code of Conduct violations.

During the latter part of 2016, a discussion among numerous Library Directors ensued on the "All Directors" online listserv of the Southern California Library Cooperative (SCLC) and various Library Codes of Conduct were shared and discussed. The online discussion also included a conversation about the ability of public libraries to ban unruly library visitors for extended periods of time for flagrant disregard of the respective Library Code of Conduct. Two Library Directors reported that they had the ability to ban serious offenders for extended periods of time. Documentation to this effect was shared by the Library Director with the South Pasadena City Attorney who researched the situation and drafted a New Section of the City of South Pasadena Ordinance that would enable the Library Director or a designee to ban and suspend the Library privileges of seriously disruptive patrons without having to go to court to seek a Restraining Order.

On January 4, 2017 the First Reading and Introduction of the Ordinance for Adoption adding a New Section 2.78.5 (Suspension of Library Privileges) to Article IVJ (Library Board of Trustees) of Chapter 2 (Administration of The South Pasadena Municipal Code. Around the same time, edits were received from the City Council and they have been incorporated into the Ordinance and the Library Code of Conduct. It was approved by the Library Board of Trustees as an Action Item during their January 12, 2017 meeting.

Analysis

The ability to ban patrons for serious and/or repeated infractions of the Library Code of Conduct would enable the Library to better maintain an appropriate clean, safe, and accommodating environment for the benefit of Library users. It would also help keep first-time, repeat, or serious offenders away from the Library for an extended period of time without the necessity of waiting for a court date so that the Library's Restraining Order may be heard. Seeking a Restraining Order is very time consuming and requires a much higher standard of proof than a relatively short term banning of the disruptive visitor. The Library would be well served with the ability to ban a patron for more than a day without the necessity of going to court and seeking a Restraining Order.

Legal Review

The City Attorney has reviewed this item and drafted ordinance language.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its

Suspension of Library Privileges Ordinance

January 18, 2017

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inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments:

1. Ordinance Adding a New Section 2.78.5 (Suspension of Library Privileges) to Article IVJ (Library Board of Trustees) of Chapter 2 (Administration) of the South Pasadena Municipal Code
2. Library Code of Conduct

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ATTACHMENT 1
Ordinance

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
ADDING A NEW SECTION 2.78.5 (SUSPENSION OF LIBRARY
PRIVILEGES) TO ARTICLE IVJ (LIBRARY BOARD OF
TRUSTEES) OF CHAPTER 2 (ADMINISTRATION) OF
THE SOUTH PASADENA MUNICIPAL CODE**

WHEREAS, the South Pasadena Public Library has experienced problems with visitors disrupting Library staff and disturbing other visitors endeavoring to enjoy the privileges of the Library; and

WHEREAS, the disruptions at the South Pasadena Public Library have led to a need to suspend the privileges of the Library for said disruptive individuals; and

WHEREAS, Library staff has found that a withdrawal of consent for a subject individual prohibiting him or her from attending the library for a short period of time, may not be sufficiently effective to deter the disruptive conduct of all disruptive individuals; and

WHEREAS, the courts in the United States have found libraries to be limited public forums in that certain expressive activity may be legitimately prohibited on library premises and library restrictions need only be reasonable and not an effort to suppress expression merely because public officials oppose the speaker's view; and

WHEREAS, pursuant to California Education Code section 18919, the board of library trustees of a municipal library may make and enforce all rules, regulations, and bylaws necessary for the administration, government, and protection of the libraries under its management, and all property belonging thereto; and

WHEREAS, California Education Code section 18960 provides that every municipal library established pursuant to the Code shall be forever free to the inhabitants and nonresident taxpayers of the municipality, subject always to such rules, regulations, and bylaws as may be made by boards of library trustees. The section further states that any person who violates any library rule, regulations, or bylaw may be fined or excluded from the privileges of the library; and

WHEREAS, the City Council wishes to provide procedures to restrict Library access for disruptive individuals by way of a progressive suspension, and where warranted, expulsion from the Library for sufficiently disruptive conduct and by establishing an appeals procedure for such suspensions and expulsions.

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

SECTION 1. A new Section 2.78.5 (Suspension of Library Privileges) is added to Article IVJ (Library Board of Trustees) to Chapter 2 (Administration) to read as follows:

2-78.5 Suspension or Expulsion for Violation of Library Rules.

- (a) No person shall willfully disrupt the orderly operation of the Library of the City of South Pasadena or violate any rule adopted by resolution of the City Council or bylaw, rule or regulation adopted by the Library Board of Trustees to protect the orderly operation of the Library. All such polices, rules and regulations are referred to collectively as "Library Rules."
- (b) The Library Director or the "staff member in charge" of maintaining order and securing compliance with the Library rules may notify a person that their Library privileges, including the ability to occupy the Library premises has been suspended and then may order such person to leave the Library premises whenever there is reasonable cause to believe that such person has willfully violated such Library rules. For purposes of this Section, "Library premises" includes the Library and Library Park, except for the entry way to the Senior Center and the area within the Senior Center.
 - (i) A suspended Library privilege shall automatically be reinstated at the end of twenty-four (24) hours unless within that time such person is notified by the Library Director or said designated person that consent shall not be reinstated for a specified period, not exceeding fourteen (14) days.
 - (ii) In addition, expulsion(s) from the Library premises and suspension of all privileges of the Library may be imposed against a person whose conduct is sufficiently disruptive to merit expulsion or suspension of privileges for a period of fifteen (15) days or more.
 - (iii) Expulsion and suspension of privileges up to thirty (30) days may be imposed whenever there is reasonable cause to believe that a person has done any of the following:
 1. Engaged in loud or disruptive conversations, talking, singing, or other disruptive, noisy, or boisterous behavior; or
 2. Behaved in a manner which reasonably can be expected to disturb other patrons, volunteers, or Library staff; or

3. Violated the Standards of Behavior adopted by the Library Board of Trustees or the City Council from time to time as posted in a conspicuous location in the Library such as near the front door and public service area.
- (iv) Expulsion and suspension of privileges of up to one hundred eighty (180) days may be imposed whenever there is reasonable cause to believe that a person has done any of the following:
1. Violated Library Rules and been expelled for a period of thirty (30) days each on two (2) or more occasions within the prior twelve (12) months; or
 2. Engaged in any behavior, conduct, or activity which may damage Library property or pose a written, oral or physical threat to other patrons, volunteers, or Library staff, as reasonably determined by the Library Director, or designee, and refused or failed to cease such behavior, conduct, or activity when requested by Library staff.
- (v) Expulsion and suspension of privileges of up to one (1) year may be imposed whenever there is reasonable cause to believe that a person has done any of the following:
1. Seriously threatened verbally or physically, seriously harassed verbally or physically, or aggressively or annoyingly stared at or followed, other patrons, volunteers, or Library staff about the Library premises, as reasonably determined by the Library Director, or designee; or
 2. Destroyed, defaced, or illegally removed Library materials or property in violation of California Education Code section 1991; or
 3. Behaved in any manner prohibited by federal, state, or local law.
- (vi) Only the Library Director or the "staff member in charge" of maintaining order and securing compliance with the Library rules may expel a person from the Library premises; only the Library Director or person designated in writing by the Library Director may suspend all privileges of the Library, for the foregoing periods, as befitting the person's conduct.

- (c) Appeals of suspension of less than 30 days. Any person expelled from the Library for a period of thirty (30) days or less may appeal the expulsion to the City Manager, whose decision regarding the appeal shall be final and conclusive.
- (d) Appeal of suspension or expulsion for more than 30 days. Any person expelled from the Library for a period of more than thirty (30) days may appeal the expulsion to the Library Board of Trustees. Such appeal must be submitted in writing to the Library Board of Trustees no later than thirty (30) calendar days following the issuance of the notice of expulsion to the appellant. The Library Board of Trustees shall render its decision in writing to the appellant to uphold or overturn the expulsion, with a copy to the Library Director no later than forty-five (45) calendar days following completion of the Board's hearing on the appeal. The decision of the Library Board of Trustees shall be final and conclusive.
- (e) Notwithstanding any provision herein to the contrary, a notice of expulsion or suspension of privileges shall remain in effect during the period of any appeal thereof.
- (f) Any person who willfully violates any rule adopted and posted in accordance with this Section or who willfully enters or remains in the Library premises during the period for which consent has been withdrawn or the individual has been expelled is guilty of a misdemeanor.

SECTION 2. SEVERABILITY. If any provision, section, paragraph, sentence or word of this Ordinance, or the application thereof to any person or circumstance, is rendered or declared invalid by any court of competent jurisdiction, the remaining provisions, sections, paragraphs, sentences or words of this ordinance, and their application to other persons or circumstances, shall not be affected thereby and shall remain in full force and effect and, to that end, the provisions of this ordinance are severable.

SECTION 3. CEQA. This Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to 14 Cal. Code Regs. Section 15378(b)(5) as an agency organizational or administrative activity that produces no physical changes to the environment.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect thirty days after its passage and adoption pursuant to California Government Code section 36937.

SECTION 5. This ordinance shall take effect thirty (30) days after its final passage and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

PASSED, APPROVED, AND ADOPTED this 18th day of January, 2017.

Michael A. Cacciotti, Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

Date: _____

I HEREBY CERTIFY the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 18th day of January, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

ATTACHMENT 2
Library Code of Conduct

LIBRARY CODE OF CONDUCT

Some basic rules to make our Library enjoyable and useful for everyone.

The users of the South Pasadena Public Library have the right to expect the facility to be a clean, safe, and accommodating place for reading, writing, doing homework or research, drawing, browsing for Library materials; quietly conferring with others, including Library staff; and attending programs and meetings. Visitors are urged to report disruptive behavior so that appropriate steps can be taken. We thank our valued visitors for their cooperation.

Respect toward the Library, Its Staff, and Other Visitors is required at all times. Everyone has a right to quality library services and an atmosphere that is safe and free of disturbances from others. These position policies include:

- Shoes and shirts must be worn in order to protect health and safety.
- Visitors shall refrain from loud talking and shouting.
- Eating, drinking, and chewing gum are not allowed in the Library. Capped water bottles are acceptable.
- Damaging or destroying Library materials, furniture, equipment, or other property is prohibited.
- The Library is a smoke-free environment. Vaping, e-cigarettes or other uses of tobacco are not allowed inside the Library.
- No unruly behavior, such as running, jumping, hitting, wrestling, throwing things, or other aggressive actions or statements.
- No use of sports equipment in the Library.
- Skateboards, roller skates, and scooters must be in a backpack or skate bag (available at the Checkout Desk).
- Sleeping (except for children under the age of four years) is not permitted in the Library.
- Loitering is not allowed in the Library or on its property. The public must leave at closing time except when using the Community Room after hours. For purposes of this policy, Loitering is defined as remaining in the Library building or Library grounds for a protracted time without any Library-related purpose, including reading, studying, writing, researching, drawing, looking at or checking out materials, visiting the Friends Bookstore, using a computer or attending a Library approved or scheduled meeting, program or event.
- Commercial solicitation, selling, and panhandling are prohibited.
- Animals are prohibited, except for trained and certified service animals for the disabled, or animals used in Library programs.
- Verbal or physical abuse or sexual harassment of Library users or staff is prohibited.
- No illegal behavior of any type.
- No more than 4 people per table. No chair may be occupied by more than one person. Each person at a table is to be seated while at the table.
- Seating infants or children on desks, counters or tables is a safety hazard and not permitted.

- Placing feet on tables, tipping back in chairs and scratching or any other activity which defaces, mars or otherwise damages Library furniture, facilities or equipment is considered abuse and is not permitted.
- No person may sit or lie upon Library furniture or carpeting while wearing clothing that is soiled in such a manner that it is likely to soil or stain the furniture or carpeting.
- A person whose personal hygiene is offensive, including odors, so as to disturb a reasonable person and interfere with or impair the ability of other visitors to use the Library facilities will be asked to leave the Library.
- Public restrooms are not to be used as bathing facilities.
- Individuals may not reserve seats and may not leave their Library materials unattended for more than 15 minutes. Library materials left longer than the time limit may be removed by staff. The Library is not responsible for the loss of any personal possessions.
- No tampering with or destroying computer equipment or files.
- Weapons are not allowed in the Library or on Library premises. This includes, but not limited to, guns and knives.

PLEASE ALSO REFER TO “INTERNET AND WI-FI ACCEPTABLE USE POLICY”

Bicycles, Skateboards, Scooters, etc.

- Bicycles are not allowed in the Library. They should be locked in the bike rack outside.
- Skateboarding, roller skating, or riding scooters are not permitted in the Library or on Library grounds.
- Sleeping Bags, bedrolls, blankets, large boxes, shopping carts, and large backpacks are not allowed in the Library.

Harmful Substances

- No possessing, being under the influence of, or using alcohol or controlled substances including, but not limited to, marijuana in any form, on Library premises.

Personal Appliances

- Personal appliances such as smartphones or cellphones, tablets, computers, cassette players, laptops, and calculators may be used as long as the noise level is low and use does not interfere with others.
- Cellphones and pagers should be turned off or switched to a low or non-audible signal and answered outside the Library.

Printed Postings, Political Campaigning, and Religious Proselytizing

- No printed matter can be posted or given out inside the Library without staff permission.
- Political campaigning and religious proselytizing are not permitted inside the Library proper, although meetings in the Community Room sponsored by outside organizations are not subject to this policy.
- Gathering signatures for petitions within the Library is prohibited.

Children Under 11

- Children under 11 must be accompanied by an adult. Staff is not responsible for unattended children. Parents are responsible for ensuring the appropriate behavior of their children while they are in the Library.

PERSONS UNABLE OR UNWILLING TO STOP UNACCEPTABLE CONDUCT WILL BE ASKED TO LEAVE

After proper warning to desist, the Library Director or designee may exclude for the duration of the business day any person violating these rules and standards.

The Library Director may suspend any person's use of the Library for repeated violations of this policy for periods of up to one year, pursuant to SPMC § 2-78.5

City of South Pasadena Agenda Report

Michael A. Cacciotti, Mayor
Richard D. Schneider, M.D., Mayor Pro Tem
Robert S. Joe, Councilmember
Marina Khubesrian, M.D., Councilmember
Diana Mahmud, Councilmember

Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer

COUNCIL AGENDA: January 18, 2017

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager *JA*

FROM: Paul Toor, P.E., Public Works Director *PT*
Leaonna DeWitt, Public Works Assistant *LD*

SUBJECT: **Second Reading and Adoption of an Ordinance to Amend Chapter 2 of the South Pasadena Municipal Code Concerning the Disposal of Surplus Real Property**

Recommendation

It is recommended that the City Council read by title only for second reading, waiving further reading, and adopt the proposed ordinance entitled "An Ordinance of the City Council of the City of South Pasadena, California, adding section 2.99-29B (Disposal of Surplus Real Property) of Article XI (Purchasing) of Chapter 2 (Administration) of the South Pasadena Municipal Code Relating to Disposal of Surplus Real Property."

Fiscal Impact

There is no fiscal impact associated with this item.

Commission Review and Recommendation

The matter was not reviewed by a commission.

Background

On January 4, 2017, the City Council conducted a first reading and introduced the ordinance. The proposed ordinance will establish a process to dispose of and will determine whether the property is, no longer beneficial to the City and how to properly dispose of the real property. If adopted, the ordinance will become effective in 30 days (February 18, 2017).

Legal Review

The City Attorney has reviewed this item.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments:

1. City Council Ordinance
2. City Council Agenda Report, January 4, 2017

AGENDA ITEM 11

ATTACHMENT 1
City Council Ordinance



ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
ADDING SECTION 2.99-29B (DISPOSAL OF SURPLUS
REAL PROPERTY) OF ARTICLE XI (PURCHASING)
OF CHAPTER 2 (ADMINISTRATION) OF THE
SOUTH PASADENA MUNICIPAL CODE RELATING
TO DISPOSAL OF SURPLUS REAL PROPERTY**

SECTION 1. Section 2.99-29B (Purchase and sale of real property) is added to Article XI (Purchasing) of Chapter 2 (Administration) to read as follows:

“2.99-29B Disposal of surplus real property.

- (a) Prior to disposal by public sale of real property which has been declared surplus by the city council, the city manager or his designee shall:
1. Provide written notice to public agencies in the manner prescribed by Government Code Section 54220 et seq. and
 2. Submit the proposed sale and disposition of the property to the planning commission for a determination of conformance to the general plan, pursuant to Government Code Section 65402.
- (b) For all surplus real property not purchased by a public agency pursuant to Government Code Section 54222:
1. Surplus real property shall require city council approval for final agreement of the sale.
 2. Conveyance of surplus real property shall be made to the highest responsible bidder who most closely meets the terms and conditions of the notice inviting bids. The city council may set a minimum acceptable bid amount and may reject any and all bids presented.
 3. In cases where the city wishes the surplus property to be developed or used in a manner to support specified economic development, retail, industrial or housing goals and policies, the notice inviting bids shall require bidders to specify end-uses for the property and the city may specify deadlines for the accomplishment of the end-use. Preference shall be given to the bid with the highest monetary purchase price which most closely accomplishes the end-use goals. As to all cases, the city and the purchaser shall enter into a purchase agreement approved by the city council.
 4. Unless otherwise specified in the notice to bidders, sale of surplus property shall be completed in an escrow of the city's choice. All successful bids shall be incorporated into a sale and purchase agreement to be approved by the city council.

5. The successful bidder shall close escrow as specified in the purchase agreement.
 6. All bidders' deposits shall be retained until escrow closes. If the apparent purchaser fails to complete the transaction and to close escrow, then the city may enter into a purchase agreement with the next lowest monetary bidder who most closely meets the requirements of subsection 3 of this section and retain the original apparent purchaser's deposit.
 7. No city official, officer or employee shall bid or be financially interested in any bid for surplus real property sold in accordance with these procedures.
- (c) If the parcel, which has been declared surplus real property by the city council, is an uneconomic remnant such that it is not eligible for development under the current zoning, then the city manager may negotiate a fair market value sale price with the adjoining property owner without advertising the property for sale. Such a transaction shall require city council approval.
- (d) No area of the public right of way shall be sold or encumbered by a lease, easement, or otherwise converted to private use without first complying with the vacation of public right-of-way procedure set forth in Streets and Highways Code Sections 8300 through 8363.

SECTION 2. SEVERABILITY. If any provision, section, paragraph, sentence or word of this ordinance, or the application thereof to any person or circumstance, is rendered or declared invalid by any court of competent jurisdiction, the remaining provisions, sections, paragraphs, sentences or words of this ordinance, and their application to other persons or circumstances, shall not be affected thereby and shall remain in full force and effect and, to that end, the provisions of this ordinance are severable.

SECTION 3. CEQA. This ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. Section 15378(b)(5) as an agency organizational or administrative activity that produces no physical changes to the environment.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect thirty days after its passage and adoption pursuant to California Government Code Section 36937.

SECTION 5. This ordinance shall take effect thirty (30) days after its final passage and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

PASSED, APPROVED, AND ADOPTED this 18th day of January, 2017.

Michael A. Cacciotti, Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

Date: _____

I HEREBY CERTIFY the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 18th day of January, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

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ATTACHMENT 2
City Council Agenda Report, January 4, 2017

City of South Pasadena Agenda Report

Michael A. Cacciotti, Mayor
Richard D. Schneider, M.D., Mayor Pro Tem
Robert S. Joe, Councilmember
Marina Khubesrian, M.D., Councilmember
Diana Mahmud, Councilmember

Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer

COUNCIL AGENDA: January 4, 2017

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager *SG*

FROM: Paul Toor, P.E., Public Works Director *PT*
Leonna DeWitt, Public Works Assistant *LD*

SUBJECT: **First Reading and Introduction of an Ordinance to Amend Chapter 2 of the South Pasadena Municipal Code Concerning the Disposal of Surplus Real Property**

Recommendation

It is recommended that the City Council read by title only for first reading, waiving further reading, and introduce an ordinance entitled "An Ordinance of the City Council of the City of South Pasadena, California, adding section 2.99-29B (Disposal of Surplus Real Property) of Article XI (Purchasing) of Chapter 2 (Administration) of the South Pasadena Municipal Code Relating to Disposal of Surplus Real Property."

Fiscal Impact

There is no fiscal impact associated with this item.

Commission Review and Recommendation

The matter was not reviewed by a commission.

Background

The City of South Pasadena Municipal Code (SPMC) does not have a policy or guidelines in place to dispose of real property, in the event it is no longer needed by the City. The proposed ordinance will establish a process to dispose of and will determine whether the property is, no longer beneficial to the City and how to properly dispose of the real property.

Analysis

The proposed ordinance would add SPMC Section 2.99 to allow proper disposition of surplus real property. Prior to disposal of surplus property by public sale, the City Manager or his designee must offer the surplus property to other public agencies and submit to the Planning Commission for a determination of conformance to the General Plan.

Real property not purchased by a public agency, will require City Council approval for final agreement of sale; conveyance shall be made to the highest responsible bidder; the sale shall be completed in an escrow, and the successful bidder shall enter into a sale and purchase agreement approved by the City Council. All bidders' deposits shall be retained until escrow closes and if

AGENDA ITEM 11

Amendments to SPMC Related to Disposal of Surplus Property

January 4, 2017

Page 2 of 2

the purchaser fails to complete the transaction, the City may enter into a purchase agreement with the next highest bidder. No City official, officer, or employee can bid or be financially involved in any surplus real property.

If the property is not buildable under the current zoning regulations, the City Manager or his designee has authority to negotiate a sale at fair market value with the adjoining property owner without advertising the property for sale. No area of the public right-of-way can be sold or leased unless the property is first abandoned or vacated as set forth in Streets and Highways Code Sections 8300 through 8363.

Legal Review

The City Attorney has reviewed this item.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments: Ordinance

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA
ADDING SECTION 2.99-29B (DISPOSAL
OF SURPLUS REAL PROPERTY) OF ARTICLE XI (PURCHASING)
OF CHAPTER 2 (ADMINISTRATION)
OF THE SOUTH PASADENA MUNICIPAL CODE
RELATING TO DISPOSAL OF SURPLUS REAL PROPERTY**

SECTION 1. Section 2.99-29B (Purchase and sale of real property) is added to Article XI (Purchasing) of Chapter 2 (Administration) to read as follows:

"2.99-29B Disposal of surplus real property.

- (a) Prior to disposal of surplus real property by public sale, the city manager shall:
1. Provide written notice to public agencies in the manner prescribed by Government Code Section 54220 et seq. and
 2. Submit the proposed sale and disposition of the property to the planning commission for a determination of conformance to the general plan, pursuant to Government Code section 65402.
- (b) For all surplus real property not purchased by a public agency pursuant to Government Code section 54222:
1. Surplus real property shall require city council approve for final agreement of the sale.
 2. Conveyance of surplus real property shall be made to the highest responsible bidder who most closely meets the terms and conditions of the notice inviting bids. The city council may set a minimum acceptable bid amount and may reject any and all bids presented.
 3. In cases where the city wishes the surplus property to be developed or used in a manner to support specified economic development, retail, industrial or housing goals and policies, the notice inviting bids shall require bidders to specify end-uses for the property and the city may specify deadlines for the accomplishment of the end-use. Preference shall be given to the bid with the highest monetary purchase price which most closely accomplishes the end-use goals. As to all cases, the city and the purchaser shall enter into a purchase agreement approved by the city council.
 4. Unless otherwise specified in the notice to bidders, sale of surplus property shall be completed in an escrow of the city's choice. All successful bids shall be incorporated into a sale and purchase agreement to be approved by the city council.

5. The successful bidder shall close escrow as specified in the purchase agreement.
 6. All bidders' deposits shall be retained until escrow closes. If the apparent purchaser fails to complete the transaction and to close escrow, then the city may enter into a purchase agreement with the next lowest monetary bidder who most closely meets the requirements of subsection 3. of this section and retain the original apparent purchaser's deposit.
 7. No city official, officer or employee shall bid or be financially interested in any bid for surplus real property sold in accordance with these procedures.
- (c) If the parcel which is surplus real property is an uneconomic remnant such that it is not buildable for itself under the current zoning, then the city manager may negotiate a fair market value sale price with the adjoining property owner without advertising the property for sale.
- (d) No area of the public right of way shall be sold or encumbered by a lease or otherwise converted to private use without first complying with the vacation of public right-of-way procedure set forth in Streets and Highways Code Sections 8300 through 8363.

SECTION 2. SEVERABILITY. If any provision, section, paragraph, sentence or word of this Ordinance, or the application thereof to any person or circumstance, is rendered or declared invalid by any court of competent jurisdiction, the remaining provisions, sections, paragraphs, sentences or words of this ordinance, and their application to other persons or circumstances, shall not be affected thereby and shall remain in full force and effect and, to that end, the provisions of this ordinance are severable.

SECTION 3. CEQA. This Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to 14 Cal. Code Regs. Section 15378(b)(5) as an agency organizational or administrative activity that produces no physical changes to the environment.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect thirty days after its passage and adoption pursuant to California Government Code section 36937.

SECTION 5. This ordinance shall take effect thirty (30) days after its final passage and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

PASSED, APPROVED, AND ADOPTED this 18th day of January, 2017

Michael A. Cacciotti, Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

Date: _____

I HEREBY CERTIFY the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 18th day of January 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

City of South Pasadena Agenda Report

Michael A. Cacciotti, Mayor
Richard D. Schneider, M.D., Mayor Pro Tem
Robert S. Joe, Councilmember
Marina Khubesrian, M.D., Councilmember
Diana Mahmud, Councilmember

Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer

COUNCIL AGENDA: January 18, 2017

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager *AG*

FROM: Paul Toor, Public Works Director *PT*
Thomas Amare, Assistant Civil Engineering *TA*

SUBJECT: **Award of Contract to J Lou Architects, Inc. for Architectural and Engineering Design Services for War Memorial Building Improvement Project**

Recommendation

It is recommended that the City Council:

1. Accept a proposal dated December 1, 2016, from J Lou Architects, Inc. for architectural and engineering design services for the War Memorial Building Improvement (Project).
2. Reject all other proposals received.
3. Authorize the City Manager to execute an agreement with J Lou Architects, Inc. for a not-to-exceed amount of \$51,000.00.

Fiscal Impact

Funding for this Project is available in the Fiscal Year (FY) 2016-17 Budget. The Project was funded from War Memorial Building Waterproofing / Rehab Account No. 105-9000-9258-9258.

Environmental Analysis

This item is exempt from any California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section requirements under Section 21084 of the Public Resources Code, in accordance with Article 19, Section 15301, Class (1) "existing facilities."

Commission Review and Recommendation

This matter was not reviewed by a Commission. However, the Cultural Heritage Commission (CHC) will be consulted in draft and final design stages.

Background

War Memorial Park is located on Fair Oaks Avenue and provides a site for the two-story 12,000 square feet War Memorial Building (Building). The Building was built in 1921 and is identified as a City Cultural Heritage landmark. The main floor of the building includes a kitchen and large multi-purpose room for dancing, meetings, banquets. The underground floor consists of smaller rooms,

storage, and restroom facilities. The Building is not fully utilized due to some issues with a lower level wall that has cracks, high moisture content, or seepage especially during the rainy season. The water intrusion is caused by seepage coming from the exterior of the Building.

The Project consists of providing full architectural and engineering services required for restoration and repairs for the historic structures of the Building. All renovation work shall be designed in accordance with the requirements of the National Parks Service and local Historic Preservation guidelines.

Analysis

Government Code Section 4526 states that professional services contracts are to be awarded based on qualifications rather than on price:

Notwithstanding any other provision of law, selection by a state or local agency head for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

In addition, South Pasadena Municipal Code Section 2.99-29(12) states that “contracts for services of specially trained and professional persons or businesses shall be exempt from bidding. If possible, quotes from three qualified vendors shall be obtained prior to the award of a contract.”

On November 1, 2016, a Request for Proposals was mailed to several engineering firms with previous experience in designing of historical buildings. Proposals were received from the following three (3) firms:

- J Lou Architects, Inc., Pasadena
- Architectural Resources Group, Pasadena
- Steven Fader Architects, Los Angeles

A committee consisting of Public Works staff reviewed and ranked all of the proposals and after reviewing the proposals, J Lou Architects, Inc. was ranked as the best qualified firm to perform the services, based on a combination of experience, scope of services and Project understanding.

J Lou Architects, Inc. is an architectural firm based in Pasadena, California, and specializing on historic preservation, community revitalization and general contractor. They have provided similar architectural and engineering design services such as; Hotel Normandie, Los Angeles; Doran Gardens, Glendale; Herkirmer Arms Apartment, Pasadena; Hudson Lofts, Los Angeles. Staff has checked J Lou Architect, Inc. references and has found them to be satisfactory. The fee proposed by the consultant is reasonable with respect to the proposed scope of services. Staff recommendation is

Award of Architectural & Engineering Design Services Contract for War Memorial Building Improvement Project .

January 18, 2017

Page 3 of 3

to award this contract to J Lou Architect, Inc.

It is anticipated that the design and project construction will be done by August 2018.

Legal Review

The City Attorney has reviewed this item.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments:

1. Agreement
2. Location Map

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ATTACHMENT 1
Agreement

**PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN PROFESSIONALS**

(City of South Pasadena / J Lou Architect)

1. IDENTIFICATION

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

2. RECITALS

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

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

3. DEFINITIONS

- 3.1. "Design Professional": A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 *et seq.*, (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 *et seq.*, (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 *et seq.*, or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 *et seq.*
- 3.2. "Scope of Services": Such professional services as are set forth in Consultant's December 1, 2016 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.

- 3.3. "Agreement Administrator": The Agreement Administrator for this project is Paul Toor, Public Works Director. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant
- 3.4. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.5. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is FIFTY ONE THOUSAND Dollars (\$51,000.00).
- 3.6. "Commencement Date": February 6, 2017
- 3.7. "Termination Date": August 6, 2018

4. TERM

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

5. CONSULTANT'S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures

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

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

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

7. COMPENSATION

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

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

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects including the design and preconstruction phases of a covered public works project. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from 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 that arises out of, pertains to, or relates to 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. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

- 11.4 **Consultant to Defend City.** The duty to defend shall be a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by City, City and its officers, employees, agents, and volunteers, immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.
- 11.5 **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.
- 11.6 **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.
- 11.7 **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.
- 11.8 **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.
- 11.9 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 11.10 **Civil Code.** The parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section 11 complies therewith.

12. INSURANCE

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

- 12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage

or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Public Works Department, 1414 Mission Street, South Pasadena, CA 91030.
- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to

provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

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

- 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

Public Works Director
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7240
Facsimile: (626) 403-7241

If to Consultant

Jingbo Lou
J Lou Architect, Inc.
26 E Colorado Blvd., Suite # 1
Pasadena, CA 91105
Telephone: (626) 395-9600
Facsimile: (626) 395-9601

With courtesy copy to:

Teresa L. Highsmith, Esq.
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, PC
300 South Grand Ave., Ste. 2700
Los Angeles, CA 90071-3137
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

15. SURVIVING COVENANTS

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

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on 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.

- 17.7. **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.
- 17.8. **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.
- 17.9. **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.
- 17.10. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 17.11. **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.
- 17.12. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 17.13. **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.

- 17.14. **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.
- 17.15. **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.
- 17.16. **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.
- 17.17. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.
- 17.18. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

“City”
City of South Pasadena

“Consultant”
J Lou Architect, Inc.

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Evelyn G. Zneimer, City Clerk

Date: _____

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: _____

EXHIBIT A
Scope of Services



SCOPE OF WORK

Project Description:

The project consists of providing full architectural and engineering services required for restoration and repairs to those historic structures. All work shall be designed in accordance with the requirements of the National Parks Service and local Historic preservation guidelines.

Scope of Services:

J Lou Architect will provide architectural design service for the restoration and rehabilitation. The scope of work includes, preliminary code research and programming assistance, investigate site conditions, surrounding structures and relevant elements, investigate schematic restoration and rehabilitation design options including building historic architectural elements, site circulation and access, building structural elements that could impact the restoration rehabilitation cost, and submit Conceptual Design Package for City's approval.

Detail scope of services and listing of current hourly rate for the engineering design service are referenced in the original proposal dated December 1, 2016.

SCOPE OF SERVICES

J Lou Architect will provide the following architectural design services for the restoration and rehabilitation of War Memorial Building

A. Site and Building Survey (4 weeks)

Work in this phase to include:

- Preliminary code research and programming assistance.
- Investigate site conditions, surrounding structures and relevant elements.
- Investigate schematic restoration and rehabilitation design options including building historic architectural elements, site circulation and access, building structural elements that could impact the restoration rehabilitation cost.
- Submit Conceptual Design Package for City's approval

Deliverables:

- CAD existing site plan scale 1/16" = 1'
- CAD existing building floor plans scale 1/8" = 1'
- CAD existing building elevations scale 1/8" = 1'
- CAD existing building sections scale 1/8" = 1'

B. Schematic Building Rehabilitation and Restoration Design (4 weeks)

1. After the City's approval of the site and building survey submittal, J Lou Architect shall prepare and incorporate any adjustments made by the City into the Building Survey Documents. The work in this phase to include:

- Research pertinent codes and restrictions according to The Secretary of the Interior Standards.
- Review consultant reports and survey information.
- Coordinate with consulting engineers to provide system analyses and recommendations.
- Assist City in going through the Entitlement process, at the schematic design level, by preparing materials and attending meetings.
- Preliminary cost estimate and project schedule.
- Submit the Schematic Rehabilitation and Restoration Design Package to City for approval.

2. Deliverables:

- Schematic site plan
- Schematic floor plans
- Schematic building elevations
- Schematic sections
- Schematic building details
- One color rendering drawing
- Preliminary selection of building materials
- Preliminary cost estimate report
- Preliminary project schedule

C. Design Development (6 weeks)

- Material finishing schedules
- Window and door schedules
- Window and door details
- Electrical, Plumbing and HVAC plans and details
- Title-24 Calculations
- Structural plans and details
- Structural Calculations

E. Bidding and Negotiation

(2 weeks)

J Lou Architect, following the City's approval of the Construction Documents and of the latest estimate of the Construction Cost, shall assist the City in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

F. Construction Contract Administration

(52 weeks)

J Lou Architect will provide the following Construction Contract Administration service:

- Attending monthly project meeting per City's request
- Review and approve shop drawings
- Review and respond to RFI's
- Review and respond to Change Order Requests
- Review construction draws when requested by the City
- Provide architectural punch list at the completion of construction

SCOPE OF SERVICES (cont.)

Based on the approved Schematic Rehabilitation and Restoration Design Documents and any adjustments by the City, J Lou Architect shall prepare for the City's approval, the Design Development Documents which include drawings listed below as to describe the size and character of the Project and coordinate architectural, structural, mechanical and electrical systems.

Design Development Deliverables: (drawn electronically, AutoCad)

- Site plan Scale: 1/16" = 1'-0"
- Building floor plans Scale: 1/8" = 1'-0"
- Building elevations Scale: 1/8" = 1'-0"
- Building Sections Scale: 1/8" = 1'-0"
- Main Wall Sections Scale: 1" = 1'-0"
- Enlarged Room Plans Scale: 1/2" = 1'-0"
- Material selections (colors, floor & wall finishes)
- Reflected Ceiling Plan Scale: 1/4" = 1'-0"
- Light Fixture selection
- Door hardware selection
- D.D estimate and schedule
- Structural plans and details
- Electrical, plumbing and HVAC plans
- Title-24 Calculations

D. Construction Documents and Permit

(10 weeks)

Once the City approves the Design Development package, J Lou Architect will continue with the Project, obtaining any modifications as required. J Lou Architect will coordinate with structural, Mechanical, Plumbing, Electrical, Civil engineering to prepare architectural component of the "permit set" drawings as specified below and submit them to both the City of South Pasadena Building Department for permits and to three general contractors for final bidding. J Lou Architect will make any corrections required by the City.

Construction Document Deliverables:

- Project information, general notes and ADA notes
- Dimensioned Site Plan Scale: 1/6" = 1'-0"
- Dimensioned building floor plans Scale: 1/8" = 1'-0"
- Dimensioned building elevations Scale: 1/8" = 1'-0"
- Reflected ceiling plans Scale: 1/4" = 1'-0"
- Enlarged room plans Scale: 1/2" = 1'-0"
- Interior elevations Scale: 1/2" = 1'-0"
- Stair and Balcony plans and sections Scale: 1/2" = 1'-0"
- Building Sections Scale: 1/8" = 1'-0"
- Exterior wall sections Scale: 3/8" = 1'-0"
- Building details Scale: per drawing

J Lou Architect - COMPENSATION

A. For the Architect's services as described under SCOPE OF SERVICE, compensation shall be computed as a stipulated sum of \$190,000. This fee consists of the following phases and shall be divided as follows:

	EDDIE HOUSE	WAR MEMORIAL
Site and building survey:	\$15,000	\$10,000
Schematic building rehabilitation and restoration design:	\$15,000	\$10,000
Design Development:	\$30,000	\$10,000
Construction Documents:	\$50,000	\$10,000
Biding & Negotiation:	\$ 4,000	\$ 1,000
Construction Contract Administration:	\$25,000	\$10,000
Total:	\$190,000	

B. Payments on account of services rendered and for Reimbursable Expenses incurred per Article-4c shall be made monthly upon presentation of the Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

C. Reimbursable Expense:

Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by J Lou Architect directly related the Project, as identified in the following clauses:

- Expense of faxing, telephone, plotting, reproductions, postage, file and processing, delivery and handling of drawings, specifications, and other documents.
- Travel and mileage expenses.
- Expense of any professional rendering, finished models, and mock-ups required by the client other than specified and listed in this contract.
- Fees paid for securing review and / or approval of authorities having jurisdiction over the project.
- The Expenses of project insurance policies or increased on existing professional or general liability policies.

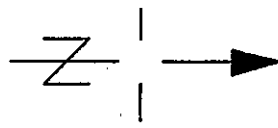
Any consultants, upon written approval by the client, that are contracted directly by the Architect.

J LOU ARCHITECT 2016-2017 STANDARD HOURLY RATES

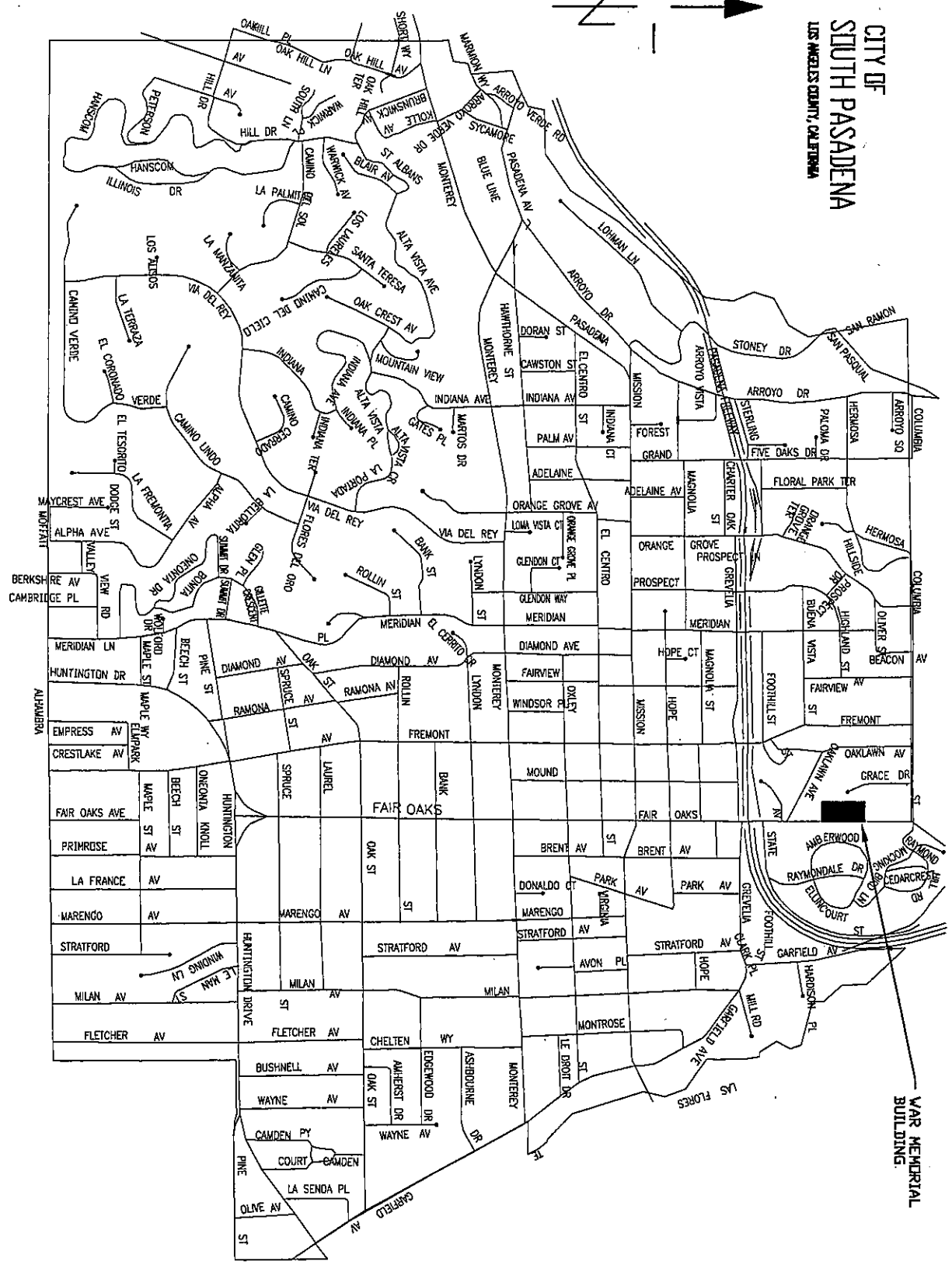
FEE SCHEDULE

Principal Architect	\$250
Project Architect	\$180
Architect	\$150
Draftsman	\$100
Clerical	\$ 80

ATTACHMENT 2
Location Map



CITY OF
SOUTH PASADENA
LOS ANGELES COUNTY, CALIFORNIA



WAR MEMORIAL
BUILDING.

City of South Pasadena Agenda Report

Michael A. Cacciotti, Mayor
Richard D. Schneider, M.D., Mayor Pro Tem
Robert S. Joe, Councilmember
Marina Khubesian, M.D., Councilmember
Diana Mahmud, Councilmember

Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer

COUNCIL AGENDA: January 18, 2017

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager *SG*

FROM: Paul Toor, Public Works Director *PT*
Thomas Amare, Assistant Civil Engineering *TA*

SUBJECT: **Award of Contract to CJ Concrete Construction, Inc. for the FY 2016-17 CDBG Sidewalk Replacement and ADA Access Ramp Project**

Recommendation

It is recommended that the City Council:

1. Accept a bid dated December 20, 2016, from CJ Concrete Construction Inc., for the construction of the FY 2016-17 Community Development Block Grant (CDBG) Sidewalk Replacement and ADA Access Ramp Project (Project) at various locations and authorize the City Manager to enter into a contract with CJ Concrete Construction Inc., for a not-to-exceed amount of \$230,100.
2. Reject all other bids received.

Fiscal Impact

There are sufficient funds available in the Fiscal Year 2016-17 Budget for the construction of this Project. The Project will be funded from the CDBG Account No. 260-9000-9264 and in the General Fund Account No. 104-9000-9287-9287.

Environmental Analysis

This Project is exempt from any California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section requirements under Section 21084 of the Public Resources Code, in accordance with Article 19, Section 15301, Class (1) "existing facilities."

Commission Review and Recommendation

This Project has not been reviewed by a Commission.

Background

The Project consists of reconstructing approximately 24,000 square feet of localized sidewalk and 19 ADA Access Ramp repairs on Brunswick Ave. (Saint Albans to Monterey Rd.), Fremont Ave. (Foothill St. to Columbia St.), Fairview Ave. (Buena Vista St. to Columbia St.), Glendon Way

(Monterey Rd. to Lyndon St.), Hope St. (Mound St. to Meridian Ave.), Montrose Ave. (Monterey Rd. to Garfield Ave.), Palm Ave. (Hawthorne St. to Mission St.), Prospect Ave. (Mission St. to Buena Vista St.), and Windsor Ave. (Monterey Rd to Oxley St.). On November 30, 2016, the Community Development Commission (CDC), which is the CDBG administering agency, reviewed and approved the project documents.

Analysis

On December 8, 2016, the Project was advertised for bids. In compliance with the Public Contract Code, the Project was advertised in the South Pasadena Review newspaper and also in various construction publications including F.W. Dodge, Daily Construction Service, Bid Net, and Contractors Information Network.

On December 20, 2016, the City Clerk's Division received and opened twelve (12) bids with the result as follows:

Contractor	Bid Amount
CJ Concrete Construction, Inc., <i>Santa Fe Spring</i>	\$230,100
Kalban, Inc., <i>Santa Clarita</i>	\$259,870
Hardy & Harper, Inc., <i>Santa Ana</i>	\$313,000
Minco Construction, <i>Gardena</i>	\$313,800
EBS General Engineering, <i>Corona</i>	\$339,500
Nobest Inc., <i>Westminster</i>	\$339,500
Martinez Concrete, Inc., <i>Azusa</i>	\$343,685
Toro Enterprises, Inc., <i>Oxnard</i>	\$347,800
Gentry General Engineering, Inc., <i>Rancho Cucamonga</i>	\$380,000
CT&T Concrete Paving, Inc., <i>Diamond Bar</i>	\$387,700
EC Construction, <i>South El Monte</i>	\$425,580
Victor Concrete, Inc., <i>Riverside</i>	\$1,092,600
<i>Engineer's Estimate</i>	<i>\$371,500</i>

Staff has checked the CJ Concrete Construction Inc.'s (Contractor) references, and their work was verified to be of good quality. The contractor has satisfactorily completed similar project for other agencies, such as the Cities of Long Beach, Ontario, Garden Grove, Lakewood, Cerritos, Orange, and Costa Mesa. The Contractor also previously completed the FY 2016-17 CDBG Sidewalk Replacement Project in the City of South Pasadena. The Contractor's license has been verified to be currently valid and in good standing. Staff's recommendation is to award the Project to CJ Concrete Construction, Inc. If the project is awarded tonight, it is anticipated that construction will begin in February 2017 and will be completed by March 2017.

Legal Review

The City Attorney has reviewed this item.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda on the City's web site and/or notice in the *South Pasadena Review*.

Attachments:

1. Agreement
2. Location Map

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ATTACHMENT 1
Agreement

CONSTRUCTION CONTRACT / AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of ___, 2017, by and between CITY OF SOUTH PASADENA, a municipal corporation of the State of California, hereinafter referred to as "CITY" and CJ CONCRETE CONSTRUCTION, INC., "CONTRACTOR."

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. Contract Documents. The complete contract and agreement ("AGREEMENT") consists of the Contract Documents, which includes all of the following documents incorporated herein by this reference: Approved Plans and Specifications (**CDBG Project No. 601776-16**), Notice Inviting Bids, Instructions to Bidders, Information for Bidders, Contractor's Bid Proposal, this Contract/Agreement, Standard Specifications, Special Provisions, Reference Specifications, the documents in the Appendix, if any, and all mutually agreed-upon modifications and amendments thereto.

2. Scope of Services. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: FY 2016-17 Sidewalk Replacement and ADA Access Ramp Project all in accordance with the Contract Documents and Contractor's Proposal dated December 20, 2016.

CONTRACTOR agrees to perform all the work and furnish all the materials at his own cost and expense necessary to construct and complete in a good and workman-like manner and to the satisfaction of the City Engineer of the CITY, the Work of Improvement in accordance with the plans, specifications, and Contract Documents (the "Specifications") therefore prepared by City's Engineering Department and adopted by the City Council.

3. Compensation. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum Two Hundred Thirty Thousand and One Hundred Dollars (\$230,100).

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

4. Time for Completion. CONTRACTOR agrees to commence construction of the Work of Improvement within fifteen (15) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within forty five (45) calendar days from the date the Notice to Proceed is issued.

5. Time is of the Essence. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following

sum: Five Hundred Dollars (\$500.00) for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

6. Prevailing Wages Required. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, \$200.00 for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California.

7. 8-Hour Day. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of \$200.00 for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

8. Workers Compensation. CONTRACTOR, by executing this Agreement hereby certifies:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

9. Bonds. CONTRACTOR shall, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or \$1,000, whichever is greater.

10. Arbitration. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by Contractor, for the response to such

claims by the Agency, for a mandatory meet and confer conference upon the request of Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

11. Prompt Payment. This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

12. Securities for Retentions. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR upon Agency's confirmation of CONTRACTOR'S satisfactory completion of this AGREEMENT. At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

13. Registration with DIR. Pursuant to Labor Code § 1725.5, CONTRACTOR and any subcontractor must be registered with the California Department of Industrial Relations for any bid proposal and prior to performing any work. Further, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

14. Subcontractor Eligibility. This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

15. Apprentices. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

16. Records. CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to CITY under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to CONTRACTOR under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of CITY. In addition, pursuant to Government Code Section 8546.7, 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 the Agreement.

17. Indemnity. To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless CITY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any alleged act, omission, fault or negligence of CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT. CONTRACTOR shall not be entitled to any refund of attorneys' fees, defense costs and expenses in the event that it is adjudicated to have been non-negligent.

CONTRACTOR shall not be required to defend or indemnify CITY for liabilities caused by the sole active negligence or willful misconduct of CITY.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY MANAGER and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

CONTRACTOR

BY _____

(Title)

CITY OF SOUTH PASADENA

Sergio Gonzalez, CITY MANAGER

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, CITY CLERK

Teresa Highsmith, CITY ATTORNEY

SCOPE OF WORK

Project Description:

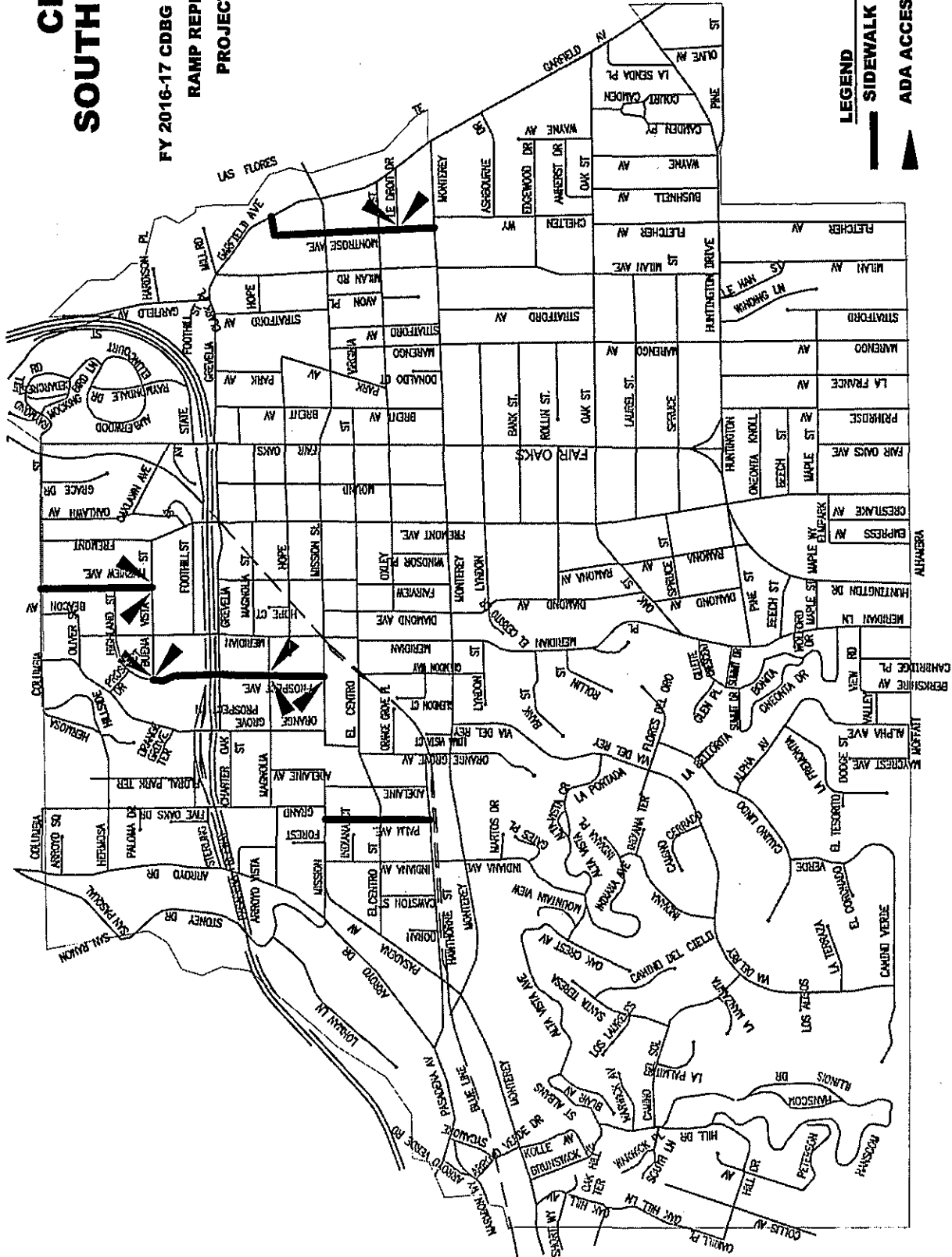
The work to be completed shall consist of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and contract documents. The general items of work include removal of existing concrete sidewalk, excavation and haul-off, installation of 24,000 SF of new concrete sidewalk, installation of access ramp at nineteen (19) locations, resetting of property line survey tags, and other items not mentioned that are required by the Plans and Specifications.

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ATTACHMENT 2
Location Maps

CITY OF SOUTH PASADENA

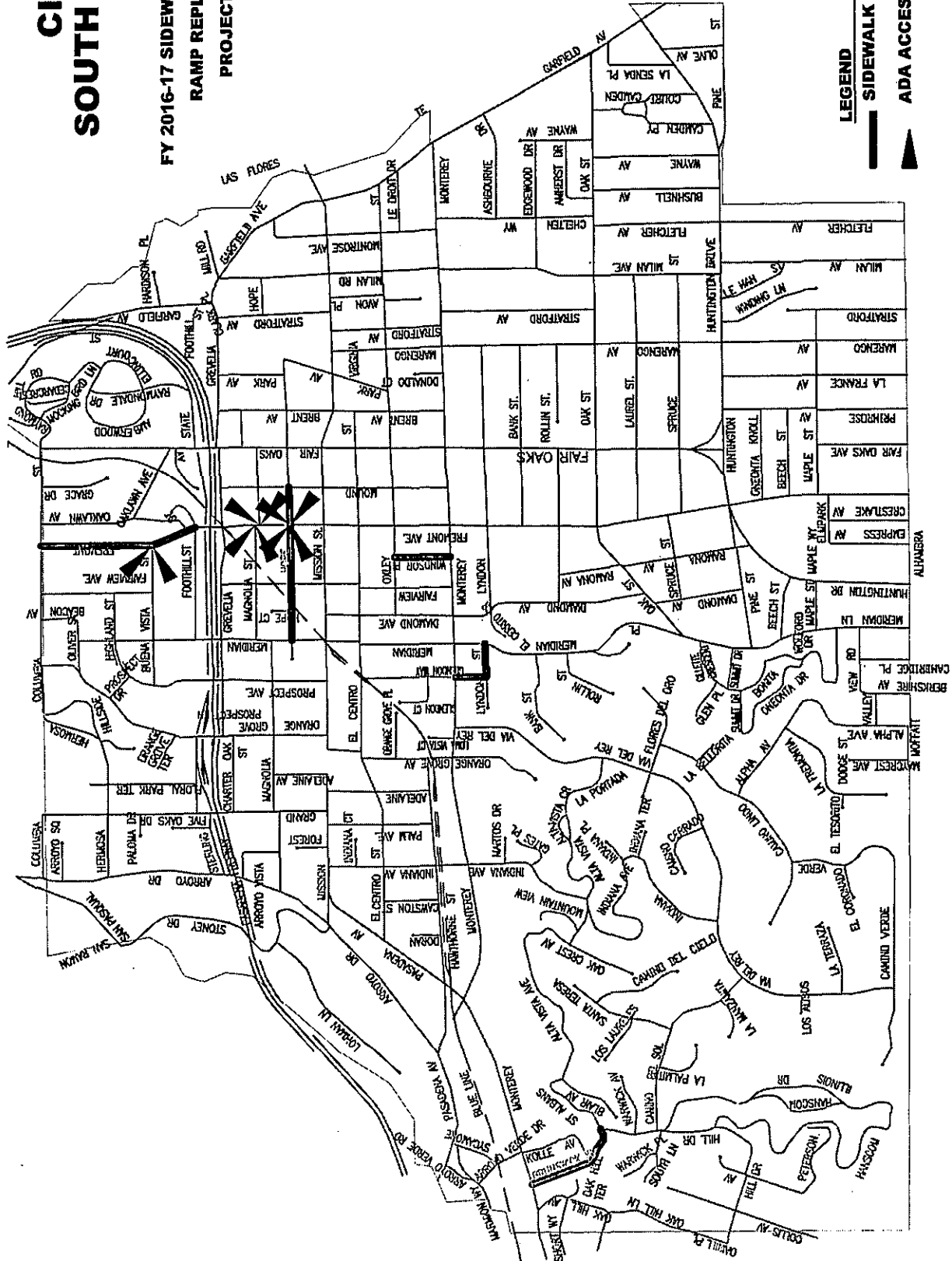
FY 2016-17 CDBG SIDEWALK AND ADA ACCESS
RAMP REPLACEMENT PROJECT
PROJECT LOCATION MAP



LEGEND
 — SIDEWALK REPLACEMENT AREA
 ▲ ADA ACCESS RAMP REPLACEMENT AREA

CITY OF SOUTH PASADENA

FY 2016-17 SIDEWALK AND ADA ACCESS RAMP REPLACEMENT PROJECT PROJECT LOCATION MAP



LEGEND
 ───────── SIDEWALK REPLACEMENT AREA
 ▲ ACCESS RAMP REPLACEMENT AREA

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City of South Pasadena Agenda Report

Michael A. Cacciotti, Mayor
Richard D. Schneider, M.D., Mayor Pro Tem
Robert S. Joe, Councilmember
Marina Khubesrian, M.D., Councilmember
Diana Mahmud, Councilmember

Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer

COUNCIL AGENDA: January 18, 2017
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *SG*
FROM: Sheila Pautsch, Community Services Director *SP*
SUBJECT: **Review and Approval of the City Co-Sponsorship Policy with
City Committees and South Pasadena Nonprofit Organizations**

Recommendation

It is recommended that the City Council review and approve the City of South Pasadena (City) Co-Sponsorship Policy (Policy).

Fiscal Impact

By enacting the Co-Sponsorship Policy, the City will reduce overtime costs within the Police, Fire, Public Works, and Community Services Departments. The fee based policy will require nonprofit organizations to incur the cost of retaining staff assistance for the benefit of their functions.

Commission Review and Recommendation

This matter was last reviewed and adopted by the Parks and Recreation Commission (Commission) at their February 2015 meeting. The Commission recommended that the City Council review and provide direction regarding the Policy.

Background

Recognizing the value of partnering with local organizations and the benefits to the community while still upholding its fiscal responsibilities, the City Council approved the Policy during the March 4, 2015 Council Meeting. The purpose of the Policy is to provide additional structure and guidance for imposing or waiving applicable fees, as well as approving co-sponsorships.

Additionally, the City approved a list of co-sponsored nonprofit organizations and their events which qualified for a fee waiver under the approved Policy. Since its inception, one event, the Rotary Chili Cook off, was added.

APPROVED BY: 14

Analysis

In reviewing the approved 2016 list of events, only one (1) organization has approached the City for Co-sponsorship, out of 17 organizations. For 2017, there are four (4) events that require street closures; including reoccurring events such as the 4th of July/Festival of Balloons parade, Classic Car Show, Color Festival, and Tiger Run/Walk. The Farmer's Market is a continuous Thursday afternoon street closure.

Since the implementation of the Policy in 2016, a few items that have been brought to the attention of the City: increase in insurance rates by insurance provider (street closures are not approved without proper insurance), addition of the polystyrene and plastic bag ban ordinance, location of pick-up and drop-off of banner, banner location requests (no banner is to be hung along Fair Oaks Avenue from Thanksgiving through the new year), and banner installation for South Pasadena nonprofit organizations only.

Insurance changes

The City's insurance provider is recommends an update to the City's Policy by increasing the general liability and per occurrence insurance, as well as include a hold harmless agreement clause and endorsement. Each event will be reviewed and assessed for appropriate levels of coverage. Organizations may purchase insurance through the City. Moreover, insurance must be provided from the co-sponsored organization and not a third party involved in the event. Accurate certificate of insurance is required prior to receiving street closure approval.

Enforcement of polystyrene/plastic bag ban

Additionally, the updated Policy now includes the enforcement of the polystyrene and plastic bag ban ordinance. This ordinance prohibits nonprofit organizations and associated vendors from using and or distributing any styrofoam or plastic bags during events located on City property. This update will ensure nonprofit organizations and vendors alike are in accordance with City policies starting January 1, 2018.

Restrictions on hanging street banners

Due to the many competing requests for street banners to be hung at particular locations for a certain periods of time, it is recommended that banners be hung no more than two to three weeks prior to the event dates and take the place where another banner is taken down. This will reduce staff time. If an organization chooses to request a different location, the banner fee will not be waived. Banners should be delivered four weeks prior to the event to avoid last minute installations. With the purchase of new holiday decorations, no banners will be hung on Fair Oaks Avenue between Thanksgiving through the new year. Additionally, due to the high volume of requests to hang banners, it is recommended that only South Pasadena organizations be approved to have banners hung in the City.

If the recommendations are added to the Policy, staff will be able to address similar issues in the future. The Policy and list of events and organizations will be brought back annually for City Council review and approval.

Legal Review

The City Attorney has reviewed this item.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments

1. Revised City Co-Sponsorship Policy and List of Co-Sponsored Nonprofit Organizations or City Committees Events

City of South Pasadena / Co-Sponsorship Policy

Introduction:

The City of South Pasadena (City) routinely receives requests from nonprofit organizations, service clubs, and others requesting to co-sponsor various activities, or to waive temporary use permit fees and /or rental fees for the use of City facilities. Examples of these activities include public music performances, art exhibitions, cultural, service club, sporting and school events.

Recognizing the value of partnering with local organizations and the benefits to the community while still upholding its fiscal responsibilities, the City has established the following policy to direct when fees may be waived or co-sponsorship approved.

Policy:

Fees may be waived or reduced when co-sponsored by the City when the City Council makes a determination that the program or event: 1) is of significant value to the community or to a significant portion of its residents; and 2) is within the scope of services normally provided by the City.

Before recommending approval, the City Manager, or his/her designee, will also consider factors including but not limited to: 1) benefit to the City; 2) proposed event location and time of day; and 3) impact on the surrounding neighborhood, City staff and resources.

While individuals, organizations, agencies, and private enterprises within South Pasadena may qualify for fee waivers or co-sponsorship based on meeting this policy's criteria, the City does not guarantee all requests will be accommodated. The City Council, or its designee, may determine not to provide support, due to lack of adequate funds or other resources, or when the request represents a conflict of interest or is not in the best interest of the City.

Activities specifically prohibited from City co-sponsorship or waiver of fees include those that: 1) enhance private business; 2) held on behalf of, in support of, or in opposition to any political candidate or ballot measure or advocate a political position; 3) advocate or promote adult – oriented businesses; or 4) solicit criminal activity. Religious organizations, companies or groups may obtain fee waivers or co-sponsorships if the proposed program, event, or project neither promotes religious messages nor advocates for or promotes religious beliefs.

All resources to be provided by the City in co-sponsorship of an event or program shall be within current funding allocations, and expenditures shall not result in a reduction of other City services. The City Council periodically approves the City Fee Schedule. Fee waivers may be reflected in reduced revenue totals at fiscal year-end.

City of South Pasadena / Co-Sponsorship Policy

The City reserves the right to assess all activities at any time to ensure all rules, regulations, conditions of use, City and health and safety laws are not violated. Co-sponsorships and fee waivers can be revoked at any time effective immediately, if the recipient agency or organization fails to comply with this policy or any other local, state or federal regulations.

Qualifications for those seeking fee waivers or co-sponsorship:

1. Must be a valid non-profit or community service organization based within the City of South Pasadena (proof of non-profit status is required if applicable);
2. All of the following criteria shall be demonstrated by the applicant:
 - a. Consistent with the City's economic, social, or recreational goals;
 - b. Free and open to the public, unless otherwise authorized by the City Council (or its designee);
 - c. Demonstrate community pride and involvement; and
 - d. Not have a religious or political purpose.

Co-sponsorship may include fee waiver or reduction for any of the following:

1. Use of a facility;
2. Temporary Use Permit;
3. Street Banner;
4. Tent Permit;
5. Encroachment Permit; and/or
6. Street Closure and /or traffic control plan.

Co-sponsorship does not include the following:

1. Staff costs;
2. Refundable security deposit;
3. Outdoor use of any city equipment such as tables, chairs, Public Address Systems, canopies; and
4. Insurance.

Procedures:

The following information should be submitted by the non-profit organizations when requesting use of City streets, right-of-ways, and other City properties. The request must be made in writing, at least 60 days prior to event and must include details of the event, including, but not limited to:

1. Name and mailing address of organization making request;
2. City facility, property, or street requested for use;
3. Proof of non-profit status if applicable;
4. Description and purpose of event;
5. Time of event and time access to the site is needed;

City of South Pasadena / Co-Sponsorship Policy

6. Proposed street closure or traffic control plan, prepared and stamped by a registered engineer (if applicable); and any and all street closures related to events, must be preapproved, via traffic control plans, by the Public Works Department. Moreover, no entity, under any circumstance, other than the City of South Pasadena may execute traffic control plans within the City's Limits. Proper insurance must accompany the Stamped Street Closure Plan for final approval.
7. Concession information, including whether food or drink will be sold;
8. List of equipment that will be brought in for the event;
9. List of event sponsors and their role (if any);
10. A description of the benefits the non-profit will receive and the benefit the City or its residents will receive from the event;
11. Detailed description of any support needed from City staff, including police, fire or public works (**NOTE: These costs will be the responsibility of the event organizers. Any hours designated for the set-up of approved nonprofit organization events, during regular business hours, will be at the expense of the nonprofit and must be approved by the City Manager or his/her designee.**)
12. City equipment and supplies will not be available for use or rent unless the facility that is being used houses these items such as tables and chairs. The following will not be used or rented for outdoor use: Audio visual, Public Address System, Tables, Chairs, Canopies, or Electrical Outlets. Use of City vehicles for nonprofit organization use is prohibited.

Alcohol:

The South Pasadena Municipal Code allows liquor on the premises (wine, beer, whiskey, etc.) under special conditions. Obtain an Alcohol Beverage & Control (ABC) permit by calling the ABC (626) 927-1060. See City Staff for additional info on ABC requirements. Alcohol may not be sold or served to minors. Failure to comply, monitor and enforce this law is grounds for terminating the activity and forfeiting all deposits, fees and co-sponsorship. Injuries caused to any person or damage to City premises, shall be the sole responsibility of the organizations, its sponsor or the adult representative. Alcohol may not be served or sold during set-up time. Service for any alcoholic beverage must end one hour before the time stated on the contract for the event to end. Alcohol is only permitted in the rented facility (Senior Center and War Memorial Building only) Alcohol may not be served or consumed in parking lots, public patio areas, or outside grounds adjacent to rented facility. For Library Community Room, please see the Library Administration for Alcohol Policy. (<http://www.ci.south-pasadena.ca.us/index.aspx?page=261>)

The following conditions apply once fee waiver and or co-sponsorship is approved:

1. Appropriate recognition of the City as co-sponsor of or contributor to the event or program will be provided on all promotional materials and at all events and programs. The City Manager or his/her designee must approve promotional materials, the event/program schedule and activities. If the City is not recognized for its contributions to the event/program, the organization

could potentially lose future co-sponsorship opportunities with the City. For further clarification see the South Pasadena Municipal Code Chapter 2 Administration, Article I In General, Section 2.6-5 (Adoption of City Seal).

2. No fliers, posters, banners or signage can be placed, posted or distributed on City parks, City facilities, on street pole or on sandwich boards throughout the city without the approval of the City Manager or his/her designee. Street Banner and encroachment permits fees are waived but must be obtained through the City. For further clarification see the South Pasadena Municipal Code Chapter 3 (Advertising).

3. All non-profits must complete a Facility Use Permit with the Recreation Division of Community Services Department. Conditions may be placed on the use to minimize impacts to facilities or costs to the City, or to restore facilities to pre-event conditions.

~~4. Proof of General Liability Insurance with the City additionally insured for \$1 million per occurrence as well as a hold harmless agreement must accompany the Facility Use Permit.~~

4. Proof of General Liability Insurance and Endorsements with the City additionally insured as well as a hold harmless agreement will be required for each event. The insurance coverage will be determined on a case by case basis between the City, non-profit organization and Insurance Advisor.

5. A refundable security deposit is required. Deposit amounts are set to ensure proper clean up and cover the City's costs for remediation of any damage or loss. If the full deposit is not accompanied with the Facility Use Permit by the specified date, the facility request shall be cancelled and approval withdrawn. Security Deposits will be refunded within four (4) to six (6) weeks of the event or activity, if standards have been met. Security Deposits will not be waived.

6. Applicants are responsible for payment of the full cost of materials, labor, replacement, repairs, or damages related to the event, project or program, regardless of the amount. If damage occurs and the complete remediation costs the City less than the amount of the deposit, the difference shall be refunded.

7. Secure necessary additional permits, e.g., vendors need business license, from food sales need County Health Department permits, and alcohol use permits.

City Policy Pertaining to Styrofoam and Plastic Carryout Bags:

The City prohibits the use and sale of expanded polystyrene food services ware by food providers within the city and in City facilities, City-managed concessions, City sponsored or co-sponsored events, city permitted events and all franchisees, contractor and vendor doing business with the city. (South Pasadena Ordinance No. 2305, SPMC 16.40-.46)

The City prohibits the use or distribution of plastic carryout bags at any facility, any event held on City property, or at any City sponsored event. (South Pasadena Ordinance No. 2269, SPMC 16.31-.39).

Street Banner:

Street Banners will be hung in accordance with the event which will average two to three weeks prior to the event. Location requests cannot be made as the banner will be hung where another banner is coming down. If the applicant chooses to request a banner location, the banner fee will not be waived.

City of South Pasadena / Co-Sponsorship Policy

All banners must be delivered to the Public Works Department at the City Yard located at 825 Mission Street (not City Hall) at least four weeks prior to the event and picked up one week after the event from the same location.

No banners will be hung on Fair Oaks Avenue between Thanksgiving and the new year as City Holiday decorations will be placed in these two locations.

Street Banner will only be approval for South Pasadena organizations.

The attached "Exhibit A" is a list of current co-sponsored organizations or City committees and events that have been approved in the past. If any new organizations request co-sponsorship by the City, that request will come to the City Council for approval. If an existing organization would like to amend their current request, that request will also be brought to City Council for approval.

This Policy and list of events and organizations will be approved annually by the City Council.

This Policy is subject to interpretation. The City Council designates the City Manager or his/her designee in conjunction with the Department Head to interpret the Policy when items are not specifically addressed in the Policy.

Attached: Exhibit A – List of Current Co-Sponsored Organizations or City Committees and Events for 2016

Edited January 2017 for review
Approved by City Council on February 17, 2016
Edited January 2016 for review
Approved by City Council: March 4, 2015

City of South Pasadena / Co-Sponsorship Policy

Exhibit A

Co-Sponsored Nonprofit Organization and City Committees Events

South Pasadena Chamber of Commerce	Farmers' Market (Street Closure) Eclectic Music Festival (Banner) Art Crawl (Banner)	Every Thursday May 3 times a year
American Cancer Society	Relay for Life (Facility and Banner)	TBA
South Pasadena High School Boosters	Tiger Run/Walk (Street Closure and Banner) Booster Bash (Banner)	December September
Air Quality Management District	Clean Air Car Show and Green Living Expo (Facility and Banner)	July
Chinese American Club	Moon Festival (Facility and Banner)	September
Vecinos de South Pasadena	Dia de los Muertos (Facility)	October
South Pasadena Educational Foundation	Parti Gras (Golf Course) Color Festival (Street Closure and Banner) Fall Fundraiser (Banner) Summer School (Banner)	May or June March October May
South Pasadena Kiwanis Club	4 th of July Pancake Breakfast (Facility) Shred Day (Banner)	July April
South Pasadena Little League	Baseball and softball fields, storage and facilities for meetings (Facility & Banner)	February - December
American Youth Soccer Association	Soccer fields, storage and facilities for meetings (Facility & Banner)	August - March
Holy Family Catholic School and Church	Field rental – flag football (Facility)	August - November
The Place of South Pasadena	Mid-level of Orange Grove (Facility)	School Year
Boy Scouts	Troop meetings at various facilities	Year Round
Girl Scouts	Troop Meetings at various facilities	Year Round
South Pasadena Beautiful	Garden Tour (Banner)	April
Rotary Club of South Pasadena	Taste of South Pasadena (Banner) Chili Cook off (Facility)	April November
The Institute for the Redesign of Learning	Abilities Job Fair (Facility and Banner)	October

City Committee Events

4 th of July/Festival of Balloons Committee	Festival of Balloons daylong event	July
South Pasadena Tournament of Roses Committee	Classic Car Show (Street Closure & Banner) Float Building and Storage Crunch Time Party (Facility) Spring Event (Facility)	September Year around December April

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City of South Pasadena Agenda Report

Michael A. Cacciotti, Mayor
Richard D. Schneider, M.D., Mayor Pro Tem
Robert S. Joe, Councilmember
Marina Khubesrian, M.D., Councilmember
Diana Mahmud, Councilmember

Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer

COUNCIL AGENDA: January 18, 2017
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *JA*
FROM: Mariam Lee Ko, Human Resources Manager *MLK*
SUBJECT: **Approval of the Assistant Library Director Job Description and Adoption of a Resolution Establishing Positions, Salaries, and Benefits for Management Employees to Include the Classification and Salary of the Assistant Library Director**

Recommendation

It is recommended that the City Council:

1. Approve the job description for Assistant Library Director.
2. Adopt a resolution approving a new Unrepresented Management Employees Benefits Listing and Management Salary Schedule superseding Resolution No. 7465.

Fiscal Impact

The fiscal impact of this action will range from \$116,793 to \$153,142, inclusive of all salaries and benefits for the position of Assistant Library Director. Within Fiscal Year 2016-17, the South Pasadena Public Library has experienced a savings in personnel costs due to the vacancies of a Senior Librarian, Reference Librarian, and Library Clerk II positions.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

On March 10, 2016, the Library Board of Trustees approved a Library Operations Study which included recommendations pertaining to Library operations, administration and staffing, and structure. Subsequently, the City Council received and filed the Library Operations Study – Final Report at their meeting of May 4, 2016.

This resolution supersedes Resolution No. 7465, which was adopted on June 15, 2016 and previously established and listed the benefits and salary schedule for Unrepresented Management Employees.

Analysis

The resolution establishing positions, salaries, and benefits for Unrepresented Management Employees includes:

Approval of Assistant Library Director Job Description and Resolution Establishing Positions,
Salaries and Benefits of Management Employees

January 18, 2017

Page 2 of 2

1. The addition of a classification entitled Assistant Library Director; and
2. The additional listing of a salary range within Exhibit B, the Management Salary Schedule, for the classification of Assistant Library Director.

In examining the benefits and compensation package, responsibilities and duties, salaries for the same classification in similar size and demographic cities and the City of South Pasadena's own internal relationships for particular unrepresented management classifications, it is proposed that the salary range for this At-Will Management classification be established below:

Assistant Library Director

Step A	Step B	Step C	Step D	Step E	Step F	Step G
\$7,075	\$7,429	\$7,800	\$8,190	\$8,600	\$9,029	\$9,481

Legal Review

The City Attorney has reviewed this item.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly-noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments:

1. Assistant Library Director Job Description
2. Resolution Approving the Unrepresented Management Employees Benefits Listing and Management Salary Schedule Superseding Resolution No. 7465

ATTACHMENT 1
Assistant Library Director Job Description

ASSISTANT LIBRARY DIRECTOR

Purpose

Under general supervision of the the Director of Library, Arts, and Culture, the Assistant Library Director performs a broad range of management and administrative library functions, and oversees many aspects of a multi-faceted public library program. May serve as Acting Director of Library, Arts & Culture in the absence of the Director. The Assistant Library Director shall embrace change while providing coordination and leadership to update the broad range of high quality services, both traditional and technological, for community members of all ages and backgrounds.

Distinguishing Characteristics

This position is an At-Will Management classification and is distinguished by its high level of management and administrative functions.

Examples of Duties

The duties listed below are examples of the work 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:

- Oversees and evaluates the performance and output of four library divisions: Children's Services, Adult Services, Administrative Office, and Technical Services, and their supervisors and recommends disciplinary actions as may be required.
- Assists in the implementation of the recommendations of the Library Operations Study and Library Strategic Plan.
- Provides technical support to staff and public.
- Helps develop and implement technological and other efficiency improvements to library services.
- Writes articles, announcements, and reports about library projects and programs, including but not limited to the Library Operations Study and Library Strategic Plan.
- Assists in the coordination of the recruitment, hiring, training, and utilization of staff and volunteers.
- Supervises the evaluation and discipline of employees and evaluates and recommends discipline for subordinate employees.
- Participates in the preparation of the Library Budget and the monitoring of expenditures.
- Plans and supervises training for staff.
- Participates in the screening and interviewing of applicants for vacancies.
- Represents the library to a wide variety of community groups and for meetings of the City Council, Library Board of Trustees, Management Team, the Friends of the Library Board, the Southern California Library Cooperative, the California State Library, and others.
- Develops and coordinates grant and other special initiative projects, stays abreast of developments in the library science field.

- Coordinates library programs and events to meet community needs, and performs related outreach, publicity, and marketing measures. Coordinates library activities and linkage with other City department(s) and outside public agencies.
- Assists in the development of library policies and procedures and their updates and revisions, and compiles periodic statistics.

Employment Standards

Education/Experience:

A Master's Degree from an American Library Association accredited college or university in Library Science or Library & Information Science, and at least three years of management and/or administrative library experience that includes progressively responsible supervisory experience.

Knowledge of:

- Professional public library principles and current best practices, technological innovations, management principles and cost-efficient practices and methods applicable to the efficient and effective administration of library services.
- Effective administrative and supervisory principles and practices in personnel management.
- Outstanding customer service fundamentals.
- Library grants development, administration, budgets, and reporting.

Ability to:

- Work on multiple concurrent projects independently and with a high degree of proficiency and meet deadlines.
- Perform complex and highly varied tasks requiring research and independent knowledge.
- Exercise good judgment and make sound decisions.
- Communicate clearly and concisely, both verbally and in writing, to a wide audience consisting of members of the public, other employees and public officials.
- Work cooperatively and collaboratively with a variety of groups to continue to build community support for the Library.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This is essentially a desk job. Physical demands include occasional lifting and pushing of objects up to 50 lbs., some reaching, bending, walking, stooping, squatting, climbing, balancing, and kneeling.

Special Requirements:

Possession of a valid Class "C" California Driver License and a satisfactory driving record.

Working Conditions

Environment is generally clean with limited exposure to conditions such as dust, fumes, odors, or noise. Computer terminal is used on a daily basis. Requires traveling throughout the Community and outside the City for meetings, and the attendance of occasional night meetings.

FLSA Status

Exempt

ATTACHMENT 2

Resolution Approving the Unrepresented Management
Employees Benefits Listing and Management Salary
Schedule Superseding Resolution No. 7465

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
APPROVING UNREPRESENTED MANAGEMENT
EMPLOYEES BENEFITS LISTING AND MANAGEMENT
SALARY SCHEDULE, SUPERSEDING
RESOLUTION NO. 7465**

WHEREAS, the City Council has set a priority to establish salaries at a level that both attracts and retains the most qualified staff while carefully managing scarce resources; and

WHEREAS, the City Manager has reviewed the compensation package applicable to the managers and has evaluated it in the context of the current fiscal environment; and

WHEREAS, the City Council finds that the compensation adjustments set forth in this resolution are reasonable, and address the recruitment, retention and fiscal needs of the City; and

WHEREAS, the resolution shall reflect the addition of an Assistant Library Director classification and salary.

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

SECTION 1. This resolution shall supersede Resolution No. 7465 and "Exhibit A," the benefit listing all Unrepresented Management Employees and "Exhibit B," the Management Salary Schedule, both attached hereto, shall be approved.

SECTION 2. Furthermore, the Management Salary Schedule shall be effective the first full pay period following the adoption of this resolution.

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

PASSED, APPROVED AND ADOPTED ON this 18th day of January, 2017.

Michael A. Cacciotti, Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 18th day of January, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

EXHIBIT A

MANAGEMENT BENEFITS

The following shall be the classifications, compensation and benefit plan for management employees:

SECTION 1. TERM

The following established classifications, salaries and benefits of employment for management employees shall be in effect upon adoption by the City Council.

SECTION 2. CLASSIFICATIONS

Police Chief
Public Works Director
Fire Chief
Deputy Fire Chief
Assistant City Manager
Finance Director
Community Services Director
Planning & Building Director
Police Captain
Director of Library, Arts & Culture
Deputy Director of Public Works
Fire Division Chief
Principal Management Analyst
Assistant to the City Manager
Human Resources Manager
Chief City Clerk
Assistant Finance Director
Assistant Library Director
Public Works Operations Manager
Water Operations Manager
Executive Assistant
Community Services Supervisor

SECTION 3. SALARY

The salaries for management employees shall be those contained in Exhibit B, "Management Salary Schedule."

SECTION 4. RETIREMENT

A. The City agrees to participate in the California Public Service Employees' Retirement System (CalPERS). Classic CalPERS safety

members (Police Chief, Fire Chief, Deputy Fire Chief, Fire Division Chief and Police Captains) i.e., those that do not qualify as “new” members under the California Public Employees’ Pension Reform Act of 2013 (“PEPRA” or “AB 340”) shall participate in the 2%@50 plan with single highest year compensation. Per AB 340, new CalPERS safety members shall participate in the 2.7%@57 plan with the highest average annual pensionable compensation earned during a period of 36 consecutive months rather than single highest year. For all non-safety Management employees, Classic CalPERS members shall participate in the 2%@55 plan with single highest year final compensation and per AB 340, new members shall participate in the 2.0%@62 plan with highest average annual pensionable compensation earned during a period of 36 consecutive months.

B. Classic members are statutorily subject to a member contribution rate of 7% (nonsafety) or 9% (safety) of compensation and shall pay that rate. New members shall pay 50% of normal cost (as determined by CalPERS) as their member contribution.

C. The City’s plan shall provide the sick leave conversion benefit.

SECTION 5. RETIRED EMPLOYEE’S MEDICAL COVERAGE

Employees who became annuitants prior to July 1, 2012 shall receive City payment of 100% of the medical insurance premium for the retired employee only, with said payment not exceeding the premium requirement for insurance programs offered through CalPERS, both prior to and after becoming Medicare eligible. All employees who retire on and after July 1, 2012, shall receive a City retiree medical contribution as prescribed in Government Code Section 22892, as that amount may from time to time be adjusted upward and/or downward. As of July 1, 2015, said amount for Management employees is \$715.00 monthly.

SECTION 6. DEFERRED COMPENSATION

The City shall pay the equivalent of 1% of each management employees’ salary into a deferred compensation plan.

SECTION 7. SICK LEAVE

A. Sick leave shall be earned at the rate of eight (8) hours per month of service to the City.

B. Management employees may accrue unlimited sick leave.

C. At the employee’s termination, the accumulated sick leave hours shall have no cash value.

SECTION 8. CONVERSION TO CALPERS SERVICE CREDIT

Upon retirement, employees may convert unused accumulated sick leave to service credits based on the formula set forth by CalPERS. According to CalPERS, in order to receive sick leave credit, the employees' retirement date must be within 120 days from the date of separation from the City.

SECTION 9. BEREAVEMENT LEAVE

A. Bereavement leave shall be granted by the City Manager for the death of a spouse, parents, step-parents, child, step-child, grandparents, grandchildren, brothers, and/or sisters, for three work days per each fiscal year.

B. Additional occurrences shall be deducted from the employee's own sick leave.

C. Bereavement leave may be used not only for attendance at funerals, but for time spent in assisting in the preparation of funerals.

SECTION 10. MANAGEMENT LEAVE

A. Employees shall receive 80 hours of management leave each fiscal year.

B. Employees may cash out up to sixty (60) hours of unused Management Leave during a fiscal year. Consistent with the City's practice of granting Administrative or Management Leave prospectively, cash out of unused Management Leave is an annual compensation benefit for management staff, and as such will be distributed prospectively during the course of each fiscal year in accordance with this resolution.

C. Beginning July 1, 2014, employees can cash out up to thirty (30) hours of Management Leave, should they elect to do so, during a special payroll that will occur between the first and second regular payrolls in July of each year, and may cash out another thirty (30) hours of Management Leave, should they elect to do so, during a special payroll that will occur between the first and second regular payrolls in December of each year.

D. Unused or non-cashed out management leave may not at any time be carried over to the next fiscal year.

SECTION 11. VACATION

17. Vacation shall be accrued based on the years of service as follows:

1 – 5 years	120 hours
6 – 10 years	128 hours
11 – 15 years	136 hours
16 – 20 years	152 hours
Over 20 years	160 hours

B. Employees who have achieved more than twenty years of service with the City as of the date of this resolution and whose vacation benefits are subject to the terms of this resolution as of July 7, 1999 shall be allowed to accrue vacation pursuant to the schedule contained in City Council Resolution No. 6558.

C. Employees with twenty years of service with South Pasadena and who are appointed to management positions after July 7, 1999 shall receive vacation benefits in accordance with the provisions of Section 11A above.

D. Employees subject to this resolution shall endeavor to take annual vacation leave equal to the time accrued. An employee's accrued vacation shall be capped at two years' worth of vacation hours. Employees will cease accruing vacation hours until the accrued hours fall below the maximum accumulation allowed. Employees may carry over up to two (2) years accumulation of vacation time.

SECTION 12. HOLIDAYS

A. Employees shall receive the following eleven paid holidays per fiscal year:

1. January 1 – New Year's Day
2. 3rd Monday in January – Martin Luther King, Jr. Birthday
3. 3rd Monday in February – President's Day
4. Last Monday in May – Memorial Day
5. July 4 – Independence Day
6. 1st Monday in September – Labor Day
7. 2nd Monday in October – Columbus Day
8. November 11 – Veteran's Day
9. 4th Thursday in November – Thanksgiving Day
10. Friday after Thanksgiving – Substitute for Admission's Day
11. December 25 – Christmas Day

If a holiday falls on a Saturday, the previous Friday shall be deemed the holiday and City Hall will be closed. If a holiday falls on a Sunday, the following Monday shall be deemed the holiday and City Hall will be closed.

B. Management employees shall receive two (2) floating holidays per fiscal year. Floating holidays may not be carried over to the next fiscal year.

SECTION 13. INSURANCE

A. City paid medical insurance coverage is provided up to \$715 per month.

B. City paid dental coverage is provided up to \$75 per month.

C. City paid vision care coverage is provided up to \$20 per month.

- D. City paid life insurance policy in the sum of \$50,000 provided.
- E. City paid accidental death & dismemberment insurance policy in the sum of \$50,000 provided. Additional coverage up to \$500,000 available at employee's expense.

SECTION 14. LONG TERM DISABILITY

A. For full-time employees who have been employed by the City for six months, the City shall provide long-term disability coverage under a self-insured status. The City may require reasonable proof of the disabling illness and retains the right to define "long term disability." The City will pay two-thirds of the employee's monthly salary effective the day disability is approved and for the duration the employee continues to be disabled or for one year, whichever is less.

B. There is a 30-day elimination period during which the employee must use his or her accrued sick leave. If the employee has less than 30 days of accrued sick leave, the employee may choose to use other accrued leave or take the remaining days unpaid.

C. Benefits shall be paid for one year for the approved disability. The City Manager may, upon review of the nature of the disability, grant up to one additional year of disability benefits.

D. The City shall continue to pay all of the insurance premiums listed in Section 13 during the City-recognized period of long term disability.

SECTION 15. UNIFORMS

Full-time Fire Chief, Police Chief and Police Captains shall receive \$1,000 annually for the cleaning of and maintenance of their uniforms. Full-time Deputy Fire Chief and Fire Division Chief shall receive \$675 annually for the cleaning of and maintenance of their uniforms.

SECTION 16. TECHNOLOGY STIPEND

At the authorization of the City Manager, employees may receive a technology stipend up to \$80 per a month. This benefit shall be disbursed to the qualifying employee on a quarterly basis. The technology stipend offered shall have two tiers or levels of benefits. The level of benefit amount shall be authorized by the City Manager and may be adjusted at any time. Qualifying employees may also opt-out of receiving this benefit by submitting a written request.

SECTION 17. WORK SCHEDULE

9/80 work schedule available.

EXHIBIT B

MANAGEMENT SALARY SCHEDULE

	A	B	C	D	E	F	G
Police Chief	\$10,231	\$10,743	\$11,280	\$11,844	\$12,436	\$13,058	\$13,711
Public Works Director	\$9,788	\$10,277	\$10,791	\$11,331	\$11,897	\$12,492	\$13,117
Fire Chief	\$9,403	\$9,873	\$10,367	\$10,885	\$11,429	\$12,001	\$12,601
Deputy Fire Chief	\$9,391	\$9,861	\$10,354	\$10,871	\$11,415	\$11,986	\$12,585
Assistant City Manager	\$9,335	\$9,802	\$10,292	\$10,806	\$11,347	\$11,914	\$12,510
Finance Director	\$8,894	\$9,338	\$9,805	\$10,295	\$10,810	\$11,351	\$11,918
Community Services Director	\$8,894	\$9,338	\$9,805	\$10,295	\$10,810	\$11,351	\$11,918
Planning & Building Director	\$8,376	\$8,795	\$9,234	\$9,696	\$10,181	\$10,690	\$11,224
Police Captain	\$8,330	\$8,747	\$9,184	\$9,643	\$10,125	\$10,632	\$11,163
Director of Library, Arts & Culture	\$7,919	\$8,314	\$8,730	\$9,167	\$9,625	\$10,106	\$10,612
Deputy Director of Public Works	\$7,911	\$8,307	\$8,722	\$9,158	\$9,616	\$10,097	\$10,602
Fire Division Chief *	\$7,829	\$8,221	\$8,632	\$9,064	\$9,517	\$9,993	\$10,492
Principal Management Analyst	\$7,654	\$8,037	\$8,439	\$8,861	\$9,304	\$9,769	\$10,258
Assistant to the City Manager	\$7,654	\$8,037	\$8,439	\$8,861	\$9,304	\$9,769	\$10,258
Human Resources Manager	\$7,654	\$8,037	\$8,439	\$8,861	\$9,304	\$9,769	\$10,258
Chief City Clerk	\$7,654	\$8,037	\$8,439	\$8,861	\$9,304	\$9,769	\$10,258
Assistant Finance Director	\$7,654	\$8,037	\$8,439	\$8,861	\$9,304	\$9,769	\$10,258
Assistant Library Director	\$7,075	\$7,429	\$7,800	\$8,190	\$8,600	\$9,029	\$9,481
Public Works Operations Manager	\$6,612	\$6,942	\$7,289	\$7,654	\$8,036	\$8,438	\$8,860
Water Operations Manager	\$6,612	\$6,942	\$7,289	\$7,654	\$8,036	\$8,438	\$8,860
Executive Assistant	\$5,319	\$5,585	\$5,865	\$6,158	\$6,466	\$6,789	\$7,128
Community Services Supervisor	\$4,477	\$4,701	\$4,936	\$5,183	\$5,442	\$5,714	\$6,000
*Special arrangement for additional hours	\$45.16/hr	\$47.42/hr	\$49.79/hr	\$52.28/hr	\$54.90/hr	\$57.64/hr	\$60.52/hr

Effective the first full pay period following adoption of the resolution –
Effective January 23, 2017

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City of South Pasadena Agenda Report

Michael A. Cacciotti, Mayor
Richard D. Schneider, M.D., Mayor Pro Tem
Robert S. Joe, Councilmember
Marina Khubesrian, M.D., Councilmember
Diana Mahmud, Councilmember

Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer

COUNCIL AGENDA: January 18, 2017
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *SG*
FROM: Paul Toor, P.E., Public Works Director *PT*
Alex Chou, Associate Civil Engineer *AC*
SUBJECT: **Adoption of a Resolution Approving a Program Supplemental Agreement for Federal-Aid Project No. 07-5071F15 for the Design of Traffic Signal Improvements on Fair Oaks Avenue**

Recommendation

1. Authorize the City Manager to execute a Program Supplemental Agreement (Supplemental Agreement) for Federal-Aid Project No. 07-5071F15 (Project) with the State of California Department of Transportation (Caltrans) for the design of traffic signal improvements on Fair Oaks Avenue between Huntington Drive and Hope Street.
2. Adopt a resolution entitled, "A Resolution of the City Council of the City of South Pasadena, California, adopting Program Supplemental Agreement No. F017 to administering agency-state agreement for Federal-aid Projects No. 07-5071F15 for the design of traffic signal improvements funded by Highway Safety Improvement Program Cycle 7 grant funds."

Fiscal Impact

The estimated cost for the Project is \$315,000 which includes \$47,500 for the engineering design. The Supplemental Agreement is for the design phase of the Project. There are no matching funds required for this Project. The City of South Pasadena (City) will submit reimbursement request to Caltrans after the completion of the engineering design.

Environmental Analysis

This item is exempt from any California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section 21084 of the Public Resources Code, in accordance with Article 19, Section 15301, Class 1 "existing facilities."

Commission Review and Recommendation

This matter was not reviewed by a Commission.

AGENDA ITEM **10**

Resolution to Approve a Program Supplemental Agreement for Design of Traffic Signal Improvements on Fair Oaks Avenue

January 18, 2017

Page 2 of 2

Background

In October 2016, the City submitted a grant application to fund a project to improve nine (9) traffic signals on Fair Oaks Avenue between Huntington Drive and Hope Street. The traffic signal improvements include improving signal timing, providing software updates to existing signal controllers, improving the traffic and pedestrian signal heads, safety lighting, and implementation of advance loop detections.

On December 9, 2016, the City received a finance letter granting award in the amount of \$47,500 and the Authorization to Proceed to pursue engineering design for the Project.

Analysis

Prior to receiving any federal-aid or state funds from the Federal-aid Highway Program for a local project, it is essential that the City execute an Administering Agency – State Agreement for Federal-Aid Projects (Master Agreement) and a Program Supplement (Supplemental Agreement) that amends a Master Agreement to describe the phases, costs and special conditions that apply to a specific project. A Supplemental Agreement must be executed for each individual project, prior to processing of any invoices seeking reimbursement.

Caltrans requires agencies to adopt a resolution identifying the Project and the official authorized to execute the Supplemental Agreement. This Supplemental Agreement is only for the design of the Project. A separate Supplemental Agreement will be forthcoming for the construction of the Project, which is anticipated in October 2017.

Legal Review

The City Attorney has reviewed this item.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments:

1. Resolution
2. Master Agreement Administering Agency-State Agreement for Federal-Aid Project No. 07-5071F15
3. Program Supplement No. F017
4. Location Map

ATTACHMENT 1
Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
ADOPTING PROGRAM SUPPLEMENTAL AGREEMENT NO. F017
TO ADMINISTERING AGENCY-STATE AGREEMENT FOR
FEDERAL-AID PROJECTS NO. 07-5071F15 FOR THE DESIGN
OF TRAFFIC SIGNAL IMPROVEMENTS FUNDED BY
HIGHWAY SAFETY IMPROVEMENT PROGRAM
CYCLE 7 GRANT FUNDS**

WHEREAS, on October 12, 2016, the City of South Pasadena (City) submitted a grant application for Cycle 7 of the Highway Safety Improvement Program (HSIP) for the Traffic Signal Improvements (Project) on Fair Oaks Avenue between Huntington Drive and Hope Street; and

WHEREAS, on December 9, 2016, the City received authorization to proceed with preliminary engineering design; and

WHEREAS, a Program Supplemental Agreement, which amends the Master Agreement to describe the phases, costs, and special conditions that apply to a specific project, must be executed prior to processing of any invoices seeking reimbursement on the Project.

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

SECTION 1. The City, as a condition to the payment by the state of any funds for this Project, accepts and will comply with the special covenants or remarks set forth on Program Supplemental Agreement No. F017.

SECTION 2. The City Manager, or his/her designee, to conduct all negotiations, and to execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of the aforementioned Project.

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

PASSED, APPROVED AND ADOPTED ON this 18th day of January, 2017.

Michael A. Cacciotti, Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 18th day of January, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

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ATTACHMENT 2

Master Agreement Administering Agency-State
Agreement for Federal-Aid Project No. 07-5071F15

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
FEDERAL-AID PROJECTS

07 City of South Pasadena

District Administering Agency

Agreement No. 07-5071F15

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

RECITALS:

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and

2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and

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

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific "Authorization/Agreement Summary", herein referred to as "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).
2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).
3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".

9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.

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

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

13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty (180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

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

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.
2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.
3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.
4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

ARTICLE III - MAINTENANCE AND MANAGEMENT

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

2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

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

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).
2. STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).
10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.

12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.

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

15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

19. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq, shall be used to determine the allowability of individual PROJECT cost items.

20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

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

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

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

ARTICLE V
AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.
4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205.
5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.
6. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contract over \$10,000, or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions 5, 6, 17, 19 and 20 of ARTICLE IV; FISCAL PROVISIONS, and provisions 1, 2, and 3 of this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS.

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

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with the LOCAL ASSISTANCE PROCEDURES.

ARTICLE VI - FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:

A. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, to any person for influencing or attempting to influence an officer or employee of any STATE or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any STATE or federal contract, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.

B. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.

C. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE VII - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all state funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and the relevant Federal Regulations.
2. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
3. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE or the federal government.
4. Each project-specific E-76 or E-76 (AMOD), PROGRAM SUPPLEMENT and Finance Letter shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.
5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
6. ADMINISTERING AGENCY warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the work actually performed, or in STATE's discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
7. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or Federal Transit Administration (FTA) that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.
9. ADMINISTERING AGENCY hereby certifies that it does not have nor shall it acquire any financial or business interest that would conflict with the performance of PROJECT under this AGREEMENT.

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

11. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

12. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.

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

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

15. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding allocation such that substantial performance is significantly endangered.

16. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

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

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

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

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

City of South Pasadena

By _____

By _____

Chief, Office of Project Implementation
Division of Local Assistance

City of South Pasadena
Representative Name & Title
(Authorized Governing Body Representative)

Date _____

Date _____

EXHIBIT A

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

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

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

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

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

EXHIBIT B

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT B

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) Compliance with Regulations: ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

~~(b) cancellation, termination or suspension of the Agreement, in whole or in part.~~

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

~~* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.~~

APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

~~*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.~~

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ATTACHMENT 3
Program Supplement No. F017

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
 1120 N STREET
 P.O. BOX 942874, MS# 1
 Sacramento, CA 94274-0001
 TTY: 711
 (916) 654-3883
 Fax (916) 654-2408

December 9, 2016

Mr. Paul Toor
 Public Works Director
 City of South Pasadena
 1414 Mission Street
 South Pasadena, CA 91030

File: 07-LA-0-SPAS

HSIPL-5071(020)

On Fair Oaks Avenue between
 Huntington Drive and Hope Street.

CITY OF S O U T H P A S A D E N A
 R E C E I V E D

DEC 14 2016

PUBLIC WORKS DEPT

Dear Mr. Toor:

Enclosed are two originals for both the Administering Agency-State Agreement No. 07-5071F15, Program Supplement Agreement No. 017-F and an approved Finance Letter for the subject project. Please retain the signed Finance Letter for your records.

The Master Agreement has been revised to incorporate the various changes in regulations and policies.

Please sign both copies of these two Agreements and return them to this office, Office of Local Assistance - MS1 within 90 days from receipt of this letter. If the signed Agreements are not received back in this office within 90 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. **ATTACH YOUR LOCAL AGENCY'S CERTIFIED AUTHORIZING RESOLUTION THAT CLEARLY IDENTIFIES THE PROJECT AND THE OFFICIAL AUTHORIZED TO EXECUTE THE AGREEMENT.** A fully executed copy of the agreements will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreements are fully executed.

The State budget authority supporting the encumbered funds is only available for liquidation up to specific deadlines. These deadlines are shown on the attached Finance Letter as the "Reversion Date". Please ensure that your invoices are submitted at least 60 days prior to the reversion date to avoid any lapse of funds. If your agency is unable to seek reimbursement by this date you may request an extension through a Cooperative Work Agreement (CWA). A CWA is subject to final approval of the State Department of Finance. If approved, the CWA may extend the deadline for up to two years.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,

JOHN HOOLE, Chief
 Office of Project Implementation - South
 Division of Local Assistance

Enclosure

c: DLA AE Project Files
 (07) DLAE - Steve Novotny

PROGRAM SUPPLEMENT NO. F017
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 07-5071F15

Adv Project ID **Date:** December 1, 2016
0717000141 **Location:** 07-LA-0-SPAS
 Project Number: HSIPL-5071(020)
 E.A. Number:
 Locode: 5071

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on _____ and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

On Fair Oaks Avenue between Huntington Drive and Hope Street.

TYPE OF WORK: Improve signal timing, provide software updates to existing signal controllers, advance loop detection **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	ZS30	\$47,500.00	LOCAL	OTHER
\$47,500.00			\$0.00	\$0.00

CITY OF SOUTH PASADENA

By _____
Title _____
Date _____
Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

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

Accounting Officer *[Signature]* Date 12/1/16 \$47,500.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual,

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

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

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

SPECIAL COVENANTS OR REMARKS

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

SPECIAL COVENANTS OR REMARKS

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

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

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

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

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

SPECIAL COVENANTS OR REMARKS

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

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

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

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.

DEPARTMENT OF TRANSPORTATION
 DIVISION OF ACCOUNTING
 LOCAL PROGRAM ACCOUNTING BRANCH

FINANCE LETTER

Date: 12/06/2016
 D_CO_RT: 07-LA-0-SPAS
 Project No: HSIPL-5071(020)
 Adv Project Id: 0717000141
 Period of Performance End Date: 07/31/2017
 Agreement End Date: 04/30/2019

EA No:

Attention: City of South Pasadena

FINANCE ITEMS	PRO RATA OR LUMP SUM	TOTAL COST OF WORK	FEDERAL PART. COST	FED. REIMB. %	FEDERAL ZS30	LOCAL
Agency Preliminary Engineering	Lump Sum	\$47,500.00	\$47,500.00	100.00%	\$47,500.00	\$0.00
Totals:		\$47,500.00	\$47,500.00	0.00%	\$47,500.00	\$0.00

Participation Ratio: 100.00%

This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature: 
 Title: SENIOR TRANSPORTATION ENGINEER

For questions regarding finance letter, contact:

Printed Name : ROBERT NGUYEN
 Telephone No: 916-651-8913

Remarks: This Finance Letter is prepared based on City's FL dated on 10/26/16

ACCOUNTING INFORMATION

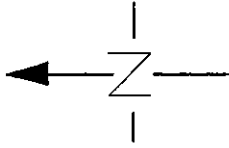
HSIPL-5071(020)

Cooperative Work Agreement

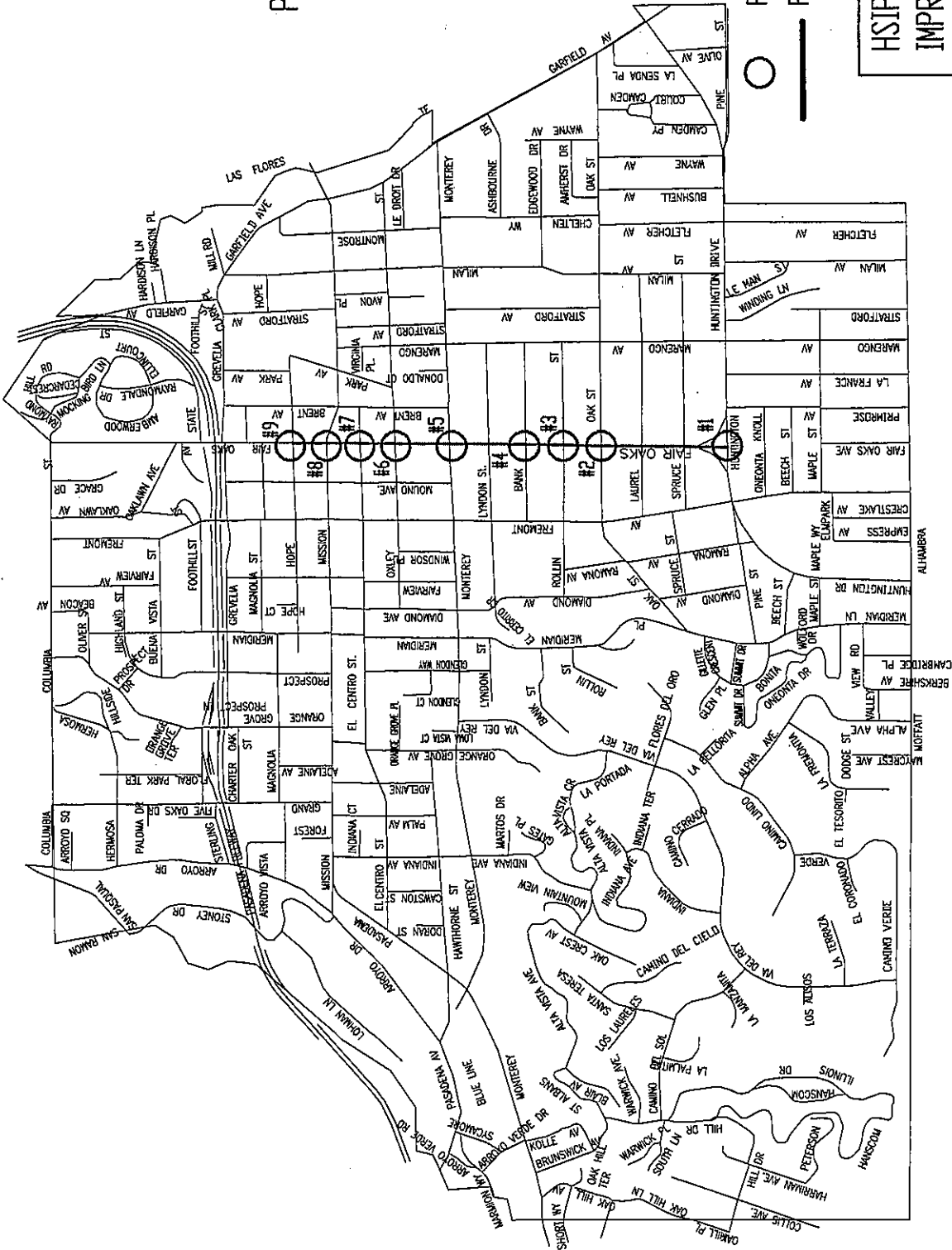
ADV. PROJECT ID	APPROP. UNIT	STATE PROG.	FED/STATE	ENCUMBRANCE AMOUNT	APPROP YEAR	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVERSION DATE	APPROVED AMOUNT	EXPIRATION DATE
0717000141	17102F	2030010550	F	\$47,500.00	1617	\$0.00	\$47,500.00	06/30/22		

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ATTACHMENT 4
Location Map



PROJECT LOCATION MAP



○ PROJECT INTERSECTION
— PROJECT CORRIDOR

HSIP TRAFFIC SIGNAL
IMPROVEMENT PROJECT

City of South Pasadena Agenda Report

Michael A. Cacciotti, Mayor
Richard D. Schneider, M.D., Mayor Pro Tem
Robert S. Joe, Councilmember
Marina Khubesrian, M.D., Councilmember
Diana Mahmud, Councilmember

Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer

COUNCIL AGENDA: January 18, 2017

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager *JA*

FROM: Margaret Lin, Principal Management Analyst *ML*
Samuel Zneimer, Management Analyst *SZ*

SUBJECT: **Authorize the City Manager to Execute Amendments to Four Professional Services Agreements: 1) Community Partners Bike San Gabriel Valley; 2) Aztlan Athletics; 3) Day One and 4) Right of Way Inc; on Behalf of the Golden Streets Festival Working Group for Services Associated with the Planning and Hosting of the Golden Streets Festival**

Recommendation

It is recommended that the City Council authorize the City Manager to execute Amendments to four Professional Services Agreements (PSAs): 1) Community Partners Bike San Gabriel Valley (BikeSGV); 2) Aztlan Athletics; 3) Day One; and 4) Right of Way, Inc.; on behalf of the Golden Streets Festival Working Group (GSFWG) for services associated with the planning and hosting of the Golden Streets Festival to be held on March 5, 2017.

Fiscal Impact

The City of South Pasadena (City) is utilizing grant funding from Los Angeles County Metropolitan Transportation Authority (Metro) and Mobile Source Air Pollution Reduction Review Committee (MSRC) to pay for all of the PSAs. Metro authorized an additional \$200,000 in funding for the event after it was postponed. The additional \$200,000 does not require a 20% match as the original funding required.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

On the February 3, 2016, the City Council approved the original PSAs for BikeSGV, Day One and Aztlan Athletics to provide planning and hosting services; and on March 30, 2016, approved the PSA for Right of Way, Inc. for traffic control services for the Golden Streets Festival scheduled for June 26, 2016. However, due to poor air quality and concern for neighboring cities affected by the San Gabriel Complex fire, the event was postponed. The new date for the Golden

Streets Festival is March 5, 2017.

Analysis

The original PSAs were sufficient for the production of the Golden Streets Festival if the event had taken place on June 26, 2016; due to the postponement occurring only days before the event, many of the services (advertisement, marketing, deployment of traffic control devices and all preplanning for the event) were already provided and funds expended. While the majority of funds for each agreement have been spent there will be carryover funds from the original agreements for the amended PSAs. Much of the planning and coordination between the participating cities has been finalized; however, additional marketing and coordination is necessary to reschedule and host the event on March 5, 2017. The Scope of Work (SOW) or "Exhibit A" for each consultant can be found within the original PSAs.

The additional grant funds authorized by Metro and the remaining MSRC funds are sufficient to pay for the remaining services.

Professional Service Agreement Amounts and Services				
Organization	Original PSA Amount	PSA Amendment Amount	Total	Service
BikeSGV	\$122,557.00	\$32,830.97	\$155,387.97	Project management, design, materials development, outreach, community engagement, media/social media, evaluation
Aztlan Athletics	\$72,672.75	\$30,056.75	\$102,729.50	Logistics, hub infrastructure, portable restrooms, EMS staffing, printing (banners, flyers, posters, volunteer t-shirts), setup/breakdown
Day One	\$68,175.00	\$69,003.00	\$137,178.00	Route activation including coordination and reimbursement for local artist participation; marketing, media/social media, volunteer TAP cards
Right of Way, Inc.	\$149,609.60	\$64,230.40	\$213,840.00	Traffic Control Services
Total	\$413,014.35	\$196,121.12	\$609,135.47	

Legal Review

The City Attorney has reviewed this item.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments:

1. Amendment to the Professional Services Agreement for BikeSGV
2. Approved Professional Services Agreement for BikeSGV
3. Amendment to the Professional Services Agreement for Day One
4. Approved Professional Services Agreement for Day One
5. Amendment to the Professional Services Agreement for Azltan Athletics
6. Approved Professional Services Agreement for Azltan Athletics
7. Amendment to the Professional Services Agreement for Right of Way, Inc
8. Approved Professional Services Agreement for Right of Way, Inc

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ATTACHMENT 1
Amendment to the Professional Services Agreement
for BikeSGV

FIRST AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT ("Amendment") is made as of this 18th day of January, 2017, by and between the CITY OF SOUTH PASADENA ("City") and Community Partners, dba Bike San Gabriel Valley, a non-profit public charity ("Consultant").

RECITALS

WHEREAS, on February 11, 2016, the City and Consultant entered into an Agreement for Professional Services ("Agreement") for Consultant to perform project management, outreach, community engagement, media/social media, materials and evaluation on behalf of the Golden Streets Festival Working Group, as set forth in Exhibit A ("Scope of Services"), at a total cost of \$122,557.00; and

WHEREAS, the Golden Streets Festival ("Event") was scheduled to occur on June 26, 2016 and during the period of the Agreement Consultant expended efforts and expenses to meet and satisfy the terms of the Agreement for the June 26, 2016 Event; and

WHEREAS, due to significant wildfires in and around the area, negatively impacting air quality, the Event was postponed until March 5, 2017; and

WHEREAS, due to the delay in completion of performance of services, Consultant costs have increased, necessitating an amendment to the Agreement to provide for additional compensation; and

WHEREAS, both parties desire to amend the February 2016 Agreement to provide for completion of the original Scope of Services set form in Exhibit A of the Agreement.

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

1. DEFINITIONS. Section 3.2 of the Agreement is hereby amended to add \$32,830.97 in additional compensation for the performance of all services set forth in Exhibit A to the Agreement, for a total not to exceed price of \$155,387.97.

2. DEFINITIONS. Section 3.4 of the Agreement is amended to read as follows:

"Termination Date": March 31, 2017

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

Dated: _____

“CITY”

By: _____
Sergio Gonzalez, City Manager

Dated: _____

“CONSULTANT”

By: _____
Name/Title

APPROVED AS TO FORM:

By: _____
Teresa L. Highsmith, City Attorney

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ATTACHMENT 2
Approved Professional Services Agreement for
BikeSGV

PROFESSIONAL SERVICES AGREEMENT
(City of South Pasadena / Bike San Gabriel Valley)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of South Pasadena, a California municipal corporation ("City"), and Bike San Gabriel Valley (BikeSGV) a non-profit public charity ("Consultant").

Community Partners 160

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: Project management, outreach, community engagement, media/social media, materials and evaluation on behalf of the Golden Streets Festival Working Group.
- 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.

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

3. DEFINITIONS

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's *January 12, 2016* proposal to City attached hereto as Exhibit A and incorporated herein by this reference. As provided in Exhibit A Scope of Services, Consultant will coordinate its services with those provided by Aztlan Athletics and Day One; however, services provided by Aztlan Athletics and Day One are not included in this Agreement. Neither Aztlan Athletics nor Day One are subcontracted to Consultant for purposes of this Agreement. Any services provided by Aztlan Athletics or Day One regarding the Golden Streets Festival are understood by Consultant to be provided to City under separate Agreement.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's *January 12, 2016* fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement.
- 3.3 "Commencement Date": *2/11/2016*.
- 3.4 "Termination Date": *10/30/2016*.

4. **TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall terminate at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 18 ("Termination") below.

5. **CONSULTANT'S SERVICES**

- 5.1 Time is of the essence in Consultant's performance of services under this Agreement.
- 5.2 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. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of \$122,557 unless specifically approved in advance and in writing by City. Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached 80% of the maximum amount payable. Consultant shall concurrently inform the Agreement Administrator of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work would exceed the maximum amount payable.
- 5.3 Consultant shall obtain a City business license prior to commencing, and maintain said license for the duration of, performance under this Agreement.
- 5.4 Consultant shall perform all work to the highest professional 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 the Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code Section 1090, and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.5 Consultant represents that it has advised City in writing prior to the date of signing of this Agreement of any known relationships with a third party, City Council members, or employees which would (1) present a conflict of interest entering into or rendering of services under this Agreement, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.
- 5.6 Consultant agrees not to accept any employment during the term of this Agreement from any other person, firm or corporation where such employment is a conflict of interest or where such employment is likely to lead to a conflict of interest between City's interest and the interests of such person, firm or

corporation or any other third party. Consultant shall immediately inform City, throughout the term of this Agreement, if any employment contemplated may develop into a conflict of interest, or a potential conflict of interest

- 5.7 Consultant represents that it 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. **Wesley Reutimann** 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 Consultant has represented to the City that key personnel will perform and coordinate the 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 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.
- 5.10 Consultant shall be responsible to City for all services to be performed under this Agreement. All subconsultants shall be approved by the Agreement Administrator and their billing rates identified in the Approved Fee Schedule, Exhibit B. City shall pay Consultant for work performed by its subconsultants (including labor) only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments or other compensation to all subconsultants performing services under this Agreement. City shall not be liable for any payment or other compensation for any subconsultants.
- 5.11 Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.
- 5.12 This Agreement is subject to prevailing wage law, for all work performed under the Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Consultant acknowledges that prevailing wage determinations are available for the performance of inspection and survey work.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis for the services performed pursuant to this Agreement. Each invoice shall identify the maximum amount payable, services rendered during the billing period and the amount due, for this invoice, and total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, corresponding hourly rate, hours worked, description of each labor charge, and total amount due for labor charges. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant except as otherwise required by law. Consultant shall include a copy of each subconsultant invoice for which reimbursement is sought.
- 6.3 Payments for any services requested by City and not included in the Scope of Services may be made to Consultant by City on a time-and-materials basis using Consultant's Approved Fee Schedule and without amendment of this Agreement, so long as such payment does not cause the maximum amount payable to be exceeded.
- 6.4 Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

7. 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. 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.

8. RELATIONSHIP OF PARTIES

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

Under no circumstances shall Consultant look to the City as his 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 Public Employees Retirement System (PERS) 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.

9. AGREEMENT ADMINISTRATOR

In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator. For purposes of this Agreement, City designates Paul Toor as the Agreement Administrator. City reserves the right to change this designation upon written notice to Consultant. All services under this Agreement shall be performed at the request of the Agreement Administrator, who will establish the timetable for completion of services and any interim milestones.

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property 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 any of 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 or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage as is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to 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.
- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 11 and any amount due City from Consultant arising from Consultant's failure either to

(i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

- 10.4 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, its officers, agents, employees and volunteers.
- 10.5 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 by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 10.7 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 PERS to be eligible for enrollment in PERS 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 PERS 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.
- 10.8 Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement.
- 11.2 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.
- 11.3 Insurance required under this Agreement shall be of the types set forth below, with minimum coverage as described:
 - 11.3.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
 - 11.3.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
 - 11.3.3 Worker's Compensation insurance as required by the laws of the State of California.
 - 11.3.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.4 Consultant shall require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement provided however, that the Agreement Administrator may waive the provision of Errors and Omissions Insurance by subconsultants.
- 11.5 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.6 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium thereon at Consultant's expense.

- 11.7 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.8 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.9 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.10 The insurance provided by Consultant 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.
- 11.11 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.12 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.13 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 11 of this Agreement.
- 11.14 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 the Agreement.
- 11.15 Consultant may be self-insured under the terms of this Agreement only with

express written approval from the City

11.15.1 All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability.

11.15.2 Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

11.16 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 right to exercise later.

12. MUTUAL COOPERATION

12.1 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.

12.2 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.

13. CONFIDENTIALITY

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

14. RECORDS AND INSPECTIONS

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. City shall further have the right to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

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 the Agreement.

15. 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.

16. 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:

Sergio Gonzalez
City of South Pasadena
1414 Mission Street
South Pasadena CA 91030
Telephone: (626) 403-7240 x210
Facsimile: (626) 403-7241

If to Consultant:

Wesley Reutimann
Bike San Gabriel Valley
10900 Mulhall Street
El Monte, CA 91731
Telephone: (626) 453-3700
Facsimile:

With courtesy copy to:
Teresa L. Highsmith, Esq.
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, P.C.
300 South Grand Avenue, Suite 2700
Los Angeles, CA 90071-3137
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

17. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 11, Section 12, Paragraph 13.2 and Section 14 of this Agreement shall survive the expiration or termination of this Agreement.

18. TERMINATION

18.1 City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days' written notice to City. 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.

- 18.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then 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.

19. GENERAL PROVISIONS

- 19.1 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.
- 19.2 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 19.3 This Agreement shall be binding on the successors and assigns of the parties.
- 19.4 Except as expressly stated herein, there is no intended third party beneficiary of any right or obligation assumed by the parties.
- 19.5 Time is of the essence for each and every provision of this Agreement.
- 19.6 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 19.7 The 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 section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. 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).

- 19.8 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, 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.
- 19.9 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.
- 19.10 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 of 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 of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. 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.
- 19.11 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 in its amended form shall be enforceable. 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 thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 19.12 This Agreement shall be governed and construed in accordance with the laws of the State of California.

- 19.13 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 by City and Consultant.
- 19.14 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. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to 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. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; 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.

EXHIBIT A SCOPE OF WORK



Bike San Gabriel Valley
Jeff Seymour Family Center
10900 Mulhall St.
El Monte, CA 91731
(626) 453-3700 x1810
www.bikeSGV.org

BikeSGV SCOPE OF WORK 626 GOLDEN STREETS

Event Name
626 Golden Streets

Event Date & Time
Sunday, June 26, 2016 (8am-2pm)

INTRODUCTION:

The City of South Pasadena will partner with BikeSGV and the cities of San Marino, Arcadia, Monrovia, Duarte, Irwindale, Azusa and Los Angeles County to host a multi-jurisdiction open streets festival to celebrate the opening of the Foothill Gold Line Extension. The almost 20 mile route was selected to incorporate the San Gabriel River Bike Path and 5 new Gold Line stations. To further enhance the participant experience, BikeSGV project staff will invite local non-profit organizations, businesses, and others to participate via temporary art activities, walking tours, health screenings, fitness challenges, yoga/zumba, live music and more at activity hubs in communities along the route.

RESPONSIBLE PARTIES:

The Cities of South Pasadena, San Marino, Arcadia, Monrovia, Duarte, Irwindale, Azusa and Los Angeles County will be responsible for street closures, vehicle detour plans, and public safety. Partner cities will also assist BikeSGV with information dissemination.

Non-profit partner Aztlan Athletics will support event outreach, logistics and staging. Non-profit partner Day One will facilitate route activation, family-friendly arts activities, and health and wellness activities along the route. BikeSGV will be responsible for overall working group coordination, event pre-planning, materials development, route notification, and event production.

SCOPE OF WORK:

1. Regional Coordination and Event Fundraising

Task 1.1 Regional Working Group

- Launch, facilitate and support regional working group and local planning meetings with project partners, community stakeholders, city staff and residents
- Finalize route with Partner City staff

Task 1.2 Regional Needs Coordination

- Assess individual city needs and coordinate consolidation of specific event wide requirements for lead city (e.g., event insurance, portable restroom rentals, traffic control rentals, water stations, pedestrian barriers, etc)

Task 1.3 Technical Advisory Meetings

- Host monthly Technical Advisory Meetings to discuss and guide event implementation. Invite key stakeholders to participate in meetings

Task 1.4 Event Fundraising

- Assist City of South Pasadena and project partners secure additional grant and private funding to cover the cost of event planning and execution

Task	Deliverable
1.1	<i>Meeting agendas and minutes</i>
1.2	<i>Matrix of regional event needs, costs and bids</i>
1.3	<i>Meeting agendas and minutes</i>
1.4	<i>Matrix of submitted/completed grant proposals</i>

2. Community Engagement and Outreach

Task 2.1 Event Materials and Website

- Create event print and online information materials
- Create event website
- Create event logo

Task 2.2 Community Outreach Plan and Engagement Meetings

- Develop and execute a complete marketing and community outreach plan
- Coordinate and facilitate local resident at least one informational meeting/planning workshop/community ride in each participating city

Task 2.3 Social Media Engagement and Information Dissemination

- Inform public of event via social media (Twitter, Facebook, Instagram)
- Manage event website and social media notifications
- Distribute hard copy event informational materials to partners and at public events in project and surrounding communities

Task 2.4 Video Production and Editing

- Produce 1-2 minute promotional video leading up to event for social media, website, YouTube
- Shoot four (15s) videos for dissemination on Instagram/Facebook
- Shoot the day of the event and produce 1-2 minute event video

Task 2.5 Route Notification

- Notify residents and businesses along route 2-3 months before event, in coordination with non-profit partner Aztlan Athletics

Task 2.6 Volunteer Recruitment and Coordination

- Setup online volunteer registration and recruit volunteers
- Develop volunteer matrix, plan and event map

Task 2.7 Press Outreach

- Develop press outreach plan
- Conduct media outreach in weeks before event

Task	Deliverable
2.1	<i>Copies of developed materials, event website and logo</i>
2.2	<i>Community outreach plan and meeting photos</i>
2.3	<i>Online record of social media engagement and website management</i>
2.4	<i>Copies of produced video available online/social media</i>
2.5	<i>Route notification plan</i>
2.6	<i>Copy of volunteer recruitment plan and confirmed volunteer matrix</i>
2.7	<i>Copies of press outreach plan and earned media</i>

3. Route Activation, Events and Activities Coordination

Task 3.1 Non-profit, Business and Community Group Coordination

- Recruit and coordinate with local non-profit organizations and businesses to assist with route activation and event hubs

Task 3.2 Hub Locations and Schedule

- Assist cities in identifying hub locations
- Facilitate development of hub themes, layout, and operating times

Task 3.3 Public Transit Access

- Coordinate with Metro and public transit agencies to facilitate access to the event (e.g., Foothill Transit)

Task 3.4 Permits and Procedures

- Identify and coordinate all required event permits (e.g., hub space use)

Task	Deliverable

3.1	List of partnering non-profits, businesses noting activities/services
3.2	List of hub locations, themes, opening hours
3.3	Copy of public transit access plan
3.4	Matrix of permits

4. Event Day Coordination

Task 4.1 Day-of-Event Plan and Coordination

- Develop day-of-event action plan
- Provide staff across route to troubleshoot and oversee setup, implementation and breakdown

Task 4.2 Activity Zone Setup/Breakdown

- Develop final activity zone plans/maps
- Coordinate activity zone setup/breakdown

Task 4.3 Volunteer Management

- Manage event volunteers at volunteer centers at each site

Task 4.4 Press Conference

- Organize press conference with Metro, City staff, partners and sponsors to kick-off event

Task 4.5 Bicycle Valet Services

- Provide free bicycle valet at 2 activity hubs (e.g., South Pasadena, Azusa)

Task	Deliverable
4.1	Copy of action plan
4.2	Hub photos
4.3	Volunteer lists/plans for each hub
4.4	Press conferences photos
4.5	Bicycle valet photos

5. Data Collection and Evaluation

Task 5.1 Data Collection Plan

- Develop a data collection plan that includes:
 - Economic impact
 - Number of participants

■ Surveys

Task 5.2 Final Event Report

- Produce a final report and event summary with data analysis, testimonials and lesson's learned

Task 5.3 Event Documentation

- Complete all required paperwork and administrative tasks

Task	Deliverable
5.1	<i>Data Collection Plan</i>
5.2	<i>Final report</i>
5.3	<i>Final event documentation</i>

BikeSGV Line-Item Budget

Staffing	Hours	S/hr	Total	Notes
Project Manager	460	\$75	\$34,500	Overall project management (Avg. 20hrs/wk x 24 weeks = 480hrs)
Community Relations Specialist (bi-lingual Spanish-English)	220	\$65	\$14,300	Community presentations, engagement meetings, inquiry calls, issues (Avg 10hrs/wk x 24 weeks = 240hrs)
Project Coordinator (bilingual Chinese-English)	120	\$50	\$6,000	Event material design, hubs coordination, general logistics
Outreach Coordinator	180	\$45	\$8,100	Overall route notification planning, coordination of assistants and outreach team
Outreach Assistant 1	170	\$40	\$6,800	bi-lingual Spanish-English
Outreach Assistant 2	170	\$40	\$6,800	
Social Media/Website Coordinators	120	\$40	\$4,800	English-Chinese-Spanish language (Avg 5hrs/wk x 24 weeks = 120hrs)
Press/Earned Media Coordinator	120	\$40	\$4,800	(Avg 5hrs/wk x 24 weeks = 120hrs)
Volunteer Coordinator	120	\$40	\$4,800	(Avg 5hrs/wk x 24 weeks = 120hrs)
Total Staffing (10 persons)	1680		\$90,900	
General Costs	Cost	Unit		
Free bicycle valet services (event day)	\$1,500	2	\$3,000	Includes rack rentals for 2 valet stations; 8 staff (\$15/hr x 10hrs)
Free bicycle mechanic services (event day)	\$800	4	\$3,200	Inc. spare tubs, repair materials (\$100 x 8hrs x 4 stations = \$3200)
Website development + maintenance			\$1,000	
Materials translation (Spanish-Chinese)			\$1,500	
Printing (meeting materials, flyers, info sheets)			\$1,250	
Social media advertising			\$3,000	Sponsored/targeted posts on social media
Promotional and event video production/editing			\$4,000	
Total General Costs			\$16,950	
Subtotal			\$107,850	
Indirect/Admin (13.6364%)			\$14,707	
TOTAL			\$122,557	

Project Partner Focus Areas		BikeSGV	Aztlan	Day One
1. Project Coordination and Facilitation				
1.1	Launch and facilitate regional working group and local planning meetings with project partners, community stakeholders, city staff and residents	X		
1.2	Assess individual city needs and coordinate consolidation of specific event wide requirements for lead city (e.g., event insurance, portable restroom rentals, traffic control rentals, water stations, pedestrian barriers, etc)	X	X	
1.3	Host monthly Technical Advisory Meetings to discuss and guide event implementation. Invite key stakeholders to participate in meetings	X		
1.4	Assist City of South Pasadena and project partners secure additional grant and private funding to cover the cost of event planning and execution	X		
2. Community Engagement and Outreach				
2.1	Develop event informational materials, logo and website	X		
2.2	Develop community outreach plan and host engagement meetings/activities	X		
2.3	Conduct social media outreach	X	X	X
2.4	Develop promotional videos	X		
2.5	Notify residents and businesses along route 2-3 months before event	X	X	
2.6	Setup online volunteer registration and recruit volunteers	X	X	X
2.7	Develop press outreach plan and conduct media outreach	X		
3. Route Activation, Events and Activities Coordination				
3.1	Recruit and coordinate local organizations, community groups and businesses to assist with route activation and event hubs	X		X
3.2	Finalize hub locations, schedule, themes, layout, and operating times with partner cities	X	X	X
3.3	Coordinate with Metro and municipal transit service operators to provide access to the event	X		
3.4	Follow all permitting procedures and guidelines (e.g., City, Caltrans)	X		
3.5	Provide wellness activities and events along route		X	X
4. Event Day Coordination/Management				
4.1	Develop event-day action plan	X	X	
4.2	Set-up and breakdown activity zones/hub areas	X	X	X
4.3	Manage volunteers	X	X	X
4.4	Host press conference	X		
4.5	Provide bicycle valet services	X		

6. Project Summary and Close-Out				
5.1	Data Analysis & Evaluation	X		
5.2	Project Summary Report	X		
5.3	Complete requisite forms and documentation	X		

Aggregated Partner and Consolidated Costs

Partner Costs		Notes
<i>BikeSGV</i>	\$122,557	Project management, design, materials development, outreach, community engagement, media/social media, evaluation
<i>Aztlan Athletics Foundation</i>	\$72,672	Logistics, hub infrastructure, portable restrooms, EMS staffing, printing (banners, flyers, posters, volunteer t-shirts), setup/breakdown
<i>Day One</i>	\$58,175	Route activation including coordination and reimbursement for local artist participation; marketing (\$35,000); volunteer TAP cards
Total Partner Costs \$263,404		
Consolidated Costs (So. Pasadena)		
SoPas Project Admin (5%)	\$16,000	Project administration
Insurance	\$30,000	Comprehensive event liability insurance inc. participant coverage
Soft closure staffing (Non-PD)	\$10,000	CA Conservation Corps
Remainder	\$596	
Total consolidated	\$56,596	
TOTAL	\$320,000	MSRC Award: \$320,000

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

“City”
City of South Pasadena

By: [Signature]
City Manager

Date: 2/3/16

“Consultant”
~~Wesley Reutimann~~ MAHIE FUNAHASHI

By: [Signature]
Project Director CFD, COMMUNITY PARTNERS

Date: 2/11/16

Attest:

By: [Signature]
City Clerk

Date: 02/03/2016

Approved as to form:

By: [Signature]
Teresa L. Highsmith, City Attorney

Date: 02/03/2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p>
<p>City of South Pasadena and its officers, employees, agents and volunteers</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

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ATTACHMENT 3
Amendment to the Professional Services Agreement
for DayOne

FIRST AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT ("Amendment") is made as of this 18th day of January, 2017, by and between the CITY OF SOUTH PASADENA ("City") and Day One, a non-profit organization ("Consultant").

RECITALS

WHEREAS, on February 8, 2016, the City and Consultant entered into an Agreement for Professional Services ("Agreement") for Consultant to perform services in support of the Golden Streets Festival, including route activation and coordination and reimbursement for local artist participation on behalf of the Golden Streets Festival Working Group, as set forth in Exhibit A ("Scope of Services"), at a total cost of \$68,175.00; and

WHEREAS, the Golden Streets Festival ("Event") was scheduled to occur on June 26, 2016 and during the period of the Agreement Consultant expended efforts and expenses to meet and satisfy the terms of the Agreement for the June 26, 2016 Event; and

WHEREAS, due to significant wildfires in and around the area, negatively impacting air quality, the Event was postponed until March 5, 2017; and

WHEREAS, due to the delay in completion of performance of services, Consultant costs have increased, necessitating an amendment to the Agreement to provide for additional compensation; and

WHEREAS, both parties desire to amend the February 2016 Agreement to provide for completion of the original Scope of Services set forth in Exhibit A of the Agreement.

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

1. DEFINITIONS. Section 3.2 of the Agreement is hereby amended to add \$69,003.00 in additional compensation for the performance of all services set forth in Exhibit A to the Agreement, for a total not to exceed price of \$137,178.00.

2. DEFINITIONS. Section 3.4 of the Agreement is amended to read as follows:

"Termination Date": March 31, 2017

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

Dated: _____

“CITY”

By: _____
Sergio Gonzalez, City Manager

Dated: _____

“CONSULTANT”

By: _____
Name/Title

APPROVED AS TO FORM:

By: _____
Teresa L. Highsmith, City Attorney

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ATTACHMENT 4
Approved Professional Services Agreement for
DayOne

PROFESSIONAL SERVICES AGREEMENT
(City of South Pasadena / Day One)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of South Pasadena, a California municipal corporation ("City"), and Day One a non-profit organization ("Consultant").

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: Route activation including coordination and reimbursement for local artist participation on behalf of the Golden Streets Festival Working Group.
- 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.

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

3. DEFINITIONS

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's *January 11, 2016* proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's *January 11, 2016* fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement.
- 3.3 "Commencement Date": 2/8/14.
- 3.4 "Termination Date": 7/8/16.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall terminate at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 18 ("Termination") below.

5. CONSULTANT'S SERVICES

- 5.1 Time is of the essence in Consultant's performance of services under this Agreement.
- 5.2 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. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of \$68,175 unless specifically approved in advance and in writing by City. Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached 80% of the maximum amount payable. Consultant shall concurrently inform the Agreement Administrator of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work would exceed the maximum amount payable.
- 5.3 Consultant shall obtain a City business license prior to commencing, and maintain said license for the duration of, performance under this Agreement.
- 5.4 Consultant shall perform all work to the highest professional 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 the Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code Section 1090, and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.5 Consultant represents that it has advised City in writing prior to the date of signing of this Agreement of any known relationships with a third party, City Council members, or employees which would (1) present a conflict of interest entering into or rendering of services under this Agreement, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.
- 5.6 Consultant agrees not to accept any employment during the term of this Agreement from any other person, firm or corporation where such employment is a conflict of interest or where such employment is likely to lead to a conflict of interest between City's interest and the interests of such person, firm or corporation or any other third party. Consultant shall immediately inform City, throughout the term of this Agreement, if any employment contemplated may develop into a conflict of interest, or a potential conflict of interest.
- 5.7 Consultant represents that it 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. Christy Zamani 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 Consultant has represented to the City that key personnel will perform and coordinate the 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 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.
- 5.10 Consultant shall be responsible to City for all services to be performed under this Agreement. All subconsultants shall be approved by the Agreement Administrator and their billing rates identified in the Approved Fee Schedule, Exhibit B. City shall pay Consultant for work performed by its subconsultants (including labor) only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments or other compensation to all subconsultants performing services under this Agreement. City shall not be liable for any payment or other compensation for any subconsultants.
- 5.11 Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.
- 5.12 This Agreement is subject to prevailing wage law, for all work performed under the Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Consultant acknowledges that prevailing wage determinations are available for the performance of inspection and survey work.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis for the services performed pursuant to this Agreement. Each invoice shall identify the maximum

amount payable, services rendered during the billing period and the amount due, for this invoice, and total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, corresponding hourly rate, hours worked, description of each labor charge, and total amount due for labor charges. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant except as otherwise required by law. Consultant shall include a copy of each subconsultant invoice for which reimbursement is sought.

6.3 Payments for any services requested by City and not included in the Scope of Services may be made to Consultant by City on a time-and-materials basis using Consultant's Approved Fee Schedule and without amendment of this Agreement, so long as such payment does not cause the maximum amount payable to be exceeded.

6.4 Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

7. 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. 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.

8. RELATIONSHIP OF PARTIES

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

Under no circumstances shall Consultant look to the City as his 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 Public Employees Retirement System (PERS) 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.

9. AGREEMENT ADMINISTRATOR

In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator. For purposes of this Agreement, City designates

Paul Toor as the Agreement Administrator. City reserves the right to change this designation upon written notice to Consultant. All services under this Agreement shall be performed at the request of the Agreement Administrator, who will establish the timetable for completion of services and any interim milestones.

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property 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 any of 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 or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage as is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to 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.
- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 11 and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 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, its officers, agents, employees and volunteers.

- 10.5 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 by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 10.7 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 PERS to be eligible for enrollment in PERS 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 PERS 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.
- 10.8 Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement.

- 11.2 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.
- 11.3 Insurance required under this Agreement shall be of the types set forth below, with minimum coverage as described:
- 11.3.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 11.3.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 11.3.3 Worker's Compensation insurance as required by the laws of the State of California.
- 11.3.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.4 Consultant shall require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement provided however, that the Agreement Administrator may waive the provision of Errors and Omissions Insurance by subconsultants.
- 11.5 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.6 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium thereon at Consultant's expense.
- 11.7 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

- 11.8 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.9 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.10 The insurance provided by Consultant 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.
- 11.11 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.12 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.13 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 11 of this Agreement.
- 11.14 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 the Agreement.
- 11.15 Consultant may be self-insured under the terms of this Agreement only with express written approval from the City
- 12.15.1 All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability.
- 12.15.2 Policies containing any SIR provision shall provide or be endorsed to

provide that the SIR may be satisfied by either the named insured or the City.

- 11.16 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 right to exercise later.

12. MUTUAL COOPERATION

- 12.1 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.
- 12.2 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.

13. CONFIDENTIALITY

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

14. RECORDS AND INSPECTIONS

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. City shall further have the right to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

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 the Agreement.

15. 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.

16. 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:

Sergio Gonzalez
City of South Pasadena
1414 Mission Street
South Pasadena CA 91030
Telephone: (626) 403-7240 x210
Facsimile: (626) 403-7241

If to Consultant:

Christy Zamani
Day One
175 North Euclid Avenue
Pasadena, CA 91101
Telephone: (626) 229-9750
Facsimile: (626)765-6239

With courtesy copy to:

Teresa L. Highsmith, Esq.
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, P.C.
300 South Grand Avenue, Suite 2700
Los Angeles, CA 90071-3137
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

17. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 11, Section 12, Paragraph 13.2 and Section 14 of this Agreement shall survive the expiration or termination of this Agreement.

18. TERMINATION

- 18.1 City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days' written notice to City. 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.
- 18.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then 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.

19. GENERAL PROVISIONS

- 19.1 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.
- 19.2 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 19.3 This Agreement shall be binding on the successors and assigns of the parties.
- 19.4 Except as expressly stated herein, there is no intended third party beneficiary of any right or obligation assumed by the parties.
- 19.5 Time is of the essence for each and every provision of this Agreement.
- 19.6 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 19.7 The 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 section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. 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).
- 19.8 The waiver by City or Consultant of any breach of any term, covenant or

condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, 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.

- 19.9 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.
- 19.10 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 of 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 of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. 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.
- 19.11 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 in its amended form shall be enforceable. 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 thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 19.12 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 19.13 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

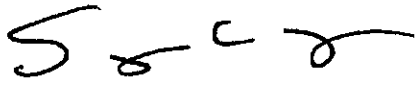
herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

- 19.14 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. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to 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. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; 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.

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

"City"

City of South Pasadena

By: 
City Manager

Date: 2/3/16

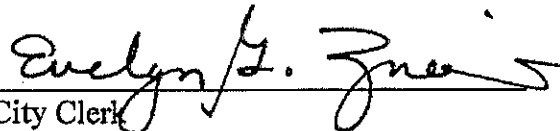
"Consultant"

Day One

By: 
Executive Director

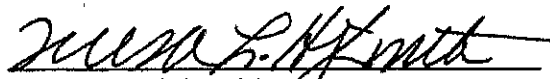
Date: 2/8/14

Attest:

By: 
City Clerk

Date: 02/03/2016

Approved as to form:

By: 
Teresa L. Highsmith, City Attorney

Date: 02/03/2016

EXHIBIT A
SCOPE OF WORK



January 11, 2016

City of South Pasadena
1414 Mission St.
South Pasadena 91030

**Re: 626 Golden Streets Healthy Event Planning, Arts Activation, and Marketing Services –
Proposal and Line-Item Budget**

As a community-based, non-profit agency committed to improving the health and well-being of San Gabriel Valley residents, Day One has been a strong supporter of “open streets” and the extension of the Foothill Gold Line. Indeed, we recognize the power of such events to support our core mission of advancing public health, empowering youth and igniting change.

626 Golden Streets has tremendous potential to show local residents how active and public transportation can be used in tandem to traverse communities and explore new neighborhoods. As a youth-serving agency, Day One is especially excited by the opportunity to engage local youth in the event planning and production process, elements that are integrated into our proposed services and central to our organizational DNA.

Sincerely,

Christy Zamani
Executive Director, Day One
175 n. euclid ave.
pasadena, ca 91101
p 626.229.9750 f 626.765.6239
www.goDayOne.org

EVENT SERVICES AND ROUTE ACTIVATION

Day One, in coordination with Bike SGV, will support the 626 Golden Streets event by facilitating and coordinating route activation, which will include family-friendly arts activities, musical performers, and health and wellness activities along the route. Specific activities and services include, but are not limited to, the following.

1) Working Group and Planning Meetings

- Project staff participation at working group and city planning meetings
- *Deliverable: sign-in sheet*

2) Arts Engagement and Activation Plan

- Reach out to, coordinate and partner with local youth-serving arts organizations to integrate fun, family-friendly arts activities along the event route
- Recruit and schedule local musical acts to perform at activity hubs along the event route
- *Deliverable: final plan*

3) Healthy Family Zones

- Plan and host 3 healthy activity zones across the route that include free activities as well as fruit-infused hydration stations
- *Deliverable: photos of family zones*

4) Media Marketing and Volunteer Incentives

- Coordinate and purchase media time to market the event (e.g., KPCC, SGVT)
- Coordinate purchase of custom event TAP cards (or similar incentives) for event volunteers
- *Deliverable: media and volunteer incentive purchase invoices and receipts*

Day One Line-Item Budget (626 Golden Streets)

Planning Staff	Hours	\$/hr	Total	Details
Project Manager	120	\$50	\$6,000	Route activation, artist coordination, and health zone planning
Project Assistant	60	\$30	\$1,800	Project outreach and youth coordination
Total Staffing	180		\$7,800	
Event Services and Arts Activation				
	Cost	Units		
Arts Organization Sub-contracting	\$12,000	-	\$12,000	Funding for local arts organizations to activate sections of the route and hubs with art activities (e.g., Light Bringer Project - organizer of Pasadena Chalk Festival + Doo Dah Parade)
Musical performers	\$3,500	-	\$3,500	Sub-contract local musical acts and performers for hubs
Healthy Family Zones	\$1,500	3	\$4,500	Facilitation of at least 3 activity zones across route including fruit-infused hydration stations
Branded Event Tap Cards	\$5	500	\$2,500	\$5/card (500 cards) for volunteers, promotion
Media Marketing	\$35,000	-	\$35,000	KPCC, Clear Channel, San Gabriel Valley Tribune, Spanish/Chinese language stations, etc
Total General Costs			\$57,500	
SUBTOTAL			\$57,500	
Admin (5%)			\$2,875	
TOTAL			\$68,175	

ATTACHMENT 5

**Amendment to the Professional Services Agreement
for Azlan Athletics**

FIRST AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT ("Amendment") is made as of this 18th day of January, 2017, by and between the CITY OF SOUTH PASADENA ("City") and Aztlan Athletics Foundation, LLC, ("Consultant").

RECITALS

WHEREAS, on February 9, 2016, the City and Consultant entered into an Agreement for Professional Services ("Agreement") for Consultant to provide support services to the "Golden Streets Festival, including, but not limited to logistics, hub infrastructure, portable restrooms, EMS staffing, printing (banners, flyers, posters, volunteer t-shirts), setup/breakdown on behalf of the Golden Streets Festival Working Group, as set forth in Exhibit A ("Scope of Services"), at a total cost of \$72,672.75; and

WHEREAS, the Golden Streets Festival ("Event") was scheduled to occur on June 26, 2016 and during the period of the Agreement Consultant expended efforts and expenses to meet and satisfy the terms of the Agreement for the June 26, 2016 Event; and

WHEREAS, due to significant wildfires in and around the area, negatively impacting air quality, the Event was postponed until March 5, 2017; and

WHEREAS, due to the delay in completion of performance of services, Consultant costs have increased, necessitating an amendment to the Agreement to provide for additional compensation; and

WHEREAS, both parties desire to amend the February 2016 Agreement to provide for completion of the original Scope of Services set forth in Exhibit A of the Agreement.

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

1. DEFINITIONS. Section 3.2 of the Agreement is hereby amended to add \$30,056.75 in additional compensation for the performance of all services set forth in Exhibit A to the Agreement, for a total not to exceed price of \$102,729.50.

2. DEFINITIONS. Section 3.4 of the Agreement is amended to read as follows:

"Termination Date": March 31, 2017

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

Dated: _____

“CITY”

By: _____

Sergio Gonzalez, City Manager

Dated: _____

“CONSULTANT”

By: _____

Jose Zavala, CEO

APPROVED AS TO FORM:

By: _____

Teresa L. Highsmith, City Attorney

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ATTACHMENT 6
Approved Professional Services Agreement for
Azlan Athletics

PROFESSIONAL SERVICES AGREEMENT
(City of South Pasadena / Aztlan Athletics Foundation)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of South Pasadena, a California municipal corporation ("City"), and Aztlan Athletics Foundation a limited liability company ("Consultant").

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: logistics, hub infrastructure, portable restrooms, EMS staffing, printing (banners, flyers, posters, volunteer t-shirts), setup/breakdown on behalf of the Golden Streets Festival Working Group.
- 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.

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

3. DEFINITIONS

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's *January 12, 2016* proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's *January 12, 2016* fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement.
- 3.3 "Commencement Date": 2/9/16.
- 3.4 "Termination Date": 7/8/16.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall terminate at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 18 ("Termination") below.

5. **CONSULTANT'S SERVICES**

- 5.1 Time is of the essence in Consultant's performance of services under this Agreement.
- 5.2 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. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of \$72,672 unless specifically approved in advance and in writing by City. Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached 80% of the maximum amount payable. Consultant shall concurrently inform the Agreement Administrator of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work would exceed the maximum amount payable.
- 5.3 Consultant shall obtain a City business license prior to commencing, and maintain said license for the duration of, performance under this Agreement.
- 5.4 Consultant shall perform all work to the highest professional 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 the Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code Section 1090, and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.5 Consultant represents that it has advised City in writing prior to the date of signing of this Agreement of any known relationships with a third party, City Council members, or employees which would (1) present a conflict of interest entering into or rendering of services under this Agreement, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.
- 5.6 Consultant agrees not to accept any employment during the term of this Agreement from any other person, firm or corporation where such employment is a conflict of interest or where such employment is likely to lead to a conflict of interest between City's interest and the interests of such person, firm or corporation or any other third party. Consultant shall immediately inform City, throughout the term of this Agreement, if any employment contemplated may develop into a conflict of interest, or a potential conflict of interest
- 5.7 Consultant represents that it 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. **Jose Zavala** 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 Consultant has represented to the City that key personnel will perform and coordinate the 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 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.
- 5.10 Consultant shall be responsible to City for all services to be performed under this Agreement. All subconsultants shall be approved by the Agreement Administrator and their billing rates identified in the Approved Fee Schedule, Exhibit B. City shall pay Consultant for work performed by its subconsultants (including labor) only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments or other compensation to all subconsultants performing services under this Agreement. City shall not be liable for any payment or other compensation for any subconsultants.
- 5.11 Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.
- 5.12 This Agreement is subject to prevailing wage law, for all work performed under the Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Consultant acknowledges that prevailing wage determinations are available for the performance of inspection and survey work.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis for the services

performed pursuant to this Agreement. Each invoice shall identify the maximum amount payable, services rendered during the billing period and the amount due, for this invoice, and total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, corresponding hourly rate, hours worked, description of each labor charge, and total amount due for labor charges. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant except as otherwise required by law. Consultant shall include a copy of each subconsultant invoice for which reimbursement is sought.

- 6.3 Payments for any services requested by City and not included in the Scope of Services may be made to Consultant by City on a time-and-materials basis using Consultant's Approved Fee Schedule and without amendment of this Agreement, so long as such payment does not cause the maximum amount payable to be exceeded.
- 6.4 Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

7. 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. 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.

8. RELATIONSHIP OF PARTIES

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

Under no circumstances shall Consultant look to the City as his 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 Public Employees Retirement System (PERS) 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.

9. AGREEMENT ADMINISTRATOR

In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator. For purposes of this Agreement, City designates Paul Toor as the Agreement Administrator. City reserves the right to change this designation upon written notice to Consultant. All services under this Agreement shall be performed at the request of the Agreement Administrator, who will establish the timetable for completion of services and any interim milestones.

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property 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 any of 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 or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage as is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to 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.
- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 11 and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 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, its officers, agents, employees and volunteers.

- 10.5 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 by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 10.7 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 PERS to be eligible for enrollment in PERS 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 PERS 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.
- 10.8 Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or

damages to property that may arise from or in connection with Consultant's performance of this Agreement.

- 11.2 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.
- 11.3 Insurance required under this Agreement shall be of the types set forth below, with minimum coverage as described:
 - 11.3.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
 - 11.3.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
 - 11.3.3 Worker's Compensation insurance as required by the laws of the State of California.
 - 11.3.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.4 Consultant shall require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement provided however, that the Agreement Administrator may waive the provision of Errors and Omissions Insurance by subconsultants.
- 11.5 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.6 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium thereon at Consultant's expense.
- 11.7 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds.

Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

- 11.8 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.9 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.10 The insurance provided by Consultant 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.
- 11.11 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.12 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.13 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 11 of this Agreement.
- 11.14 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 the Agreement.
- 11.15 Consultant may be self-insured under the terms of this Agreement only with express written approval from the City
 - 11.15.1 All self-insured retentions (SIR) must be disclosed to the City for

approval and shall not reduce the limits of liability.

11.15.2 Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

11.16 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 right to exercise later.

12. MUTUAL COOPERATION

12.1 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.

12.2 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.

13. CONFIDENTIALITY

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

14. RECORDS AND INSPECTIONS

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. City shall further have the right to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

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 the Agreement.

15. 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.

16. 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:

Sergio Gonzalez
City of South Pasadena
1414 Mission Street
South Pasadena CA 91030
Telephone: (626) 403-7240 x210
Facsimile: (626) 403-7241

If to Consultant:

Jose Zavala
Aztlán Athletics Foundation
1000 Fremont Avenue, Suite #218
South Pasadena, CA 91030
Telephone: (626) 755-8489
Facsimile:

With courtesy copy to:

Teresa L. Highsmith, Esq.
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, P.C.
300 South Grand Avenue, Suite 2700
Los Angeles, CA 90071-3137
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

17. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 11, Section 12, Paragraph 13.2 and Section 14 of this Agreement shall survive the expiration or termination of this Agreement.

18. TERMINATION

19.1 City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days' written notice to City. 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.

- 19.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then 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.

19. GENERAL PROVISIONS

- 19.1 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.
- 19.2 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 19.3 This Agreement shall be binding on the successors and assigns of the parties.
- 19.4 Except as expressly stated herein, there is no intended third party beneficiary of any right or obligation assumed by the parties.
- 19.5 Time is of the essence for each and every provision of this Agreement.
- 19.6 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 19.7 The 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 section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the

construction of this Agreement. 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).

- 19.8 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, 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.
- 19.9 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.
- 19.10 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 of 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 of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. 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.
- 19.11 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 in its amended form shall be enforceable. 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 thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 19.12 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 19.13 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 by City and Consultant.

- 19.14 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. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to 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. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; 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.

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

"City"
City of South Pasadena

"Consultant"
Jose Zavala

By: [Signature]
City Manager

By: [Signature]
CEO

Date: 2/3/16

Date: 2/9/16

Attest:

By: [Signature]
City Clerk

Date: 02/03/2016

Approved as to form:

By: [Signature]
Teresa L. Highsmith, City Attorney

Date: 02/03/2016

EXHIBIT A SCOPE OF WORK

Aztlan Athletics TrainRun ½ Marathon and 626 Golden Streets Wellness Hub Logistics (June 26, 2016) Scope of Work and Benefits

Overview:

This scope of work is designed to coordinate, manage, and support the execution of the community wellness health hubs at the 626 Golden Streets event. Aztlan Athletics will utilize its existing experienced coordinators and logistics managers to oversee each hub (8), in conjunction with BikeSGV, DayOne, and other secured event volunteers. In addition, Aztlan Athletics will provide 1000 complementary TrainRun ½ marathon registrations to all youth under 18 years as part of the overall wellness and sustainability campaign through its foundation (Aztlan Athletics Foundation).

SCOPE OF WORK DETAILS

A. Hub Logistics

1. Up to 20' x 20' stage at South Pasadena, Duarte, and Azusa hubs.
2. Generators as backup at hubs with no live electrical outlets.
3. Installation of event and sponsors banners on standard stands and booths
4. Set-Up and breakdown of 10x10 booths, tables and chairs
5. Logistics Coordinator to oversee hub set-up and breakdown starting on Saturday June 25, 2016 and meet periodically with designated volunteers' coordinators to review roles and responsibilities.
6. Walkie-Talkie communications between coordinators and managers from DayOne, BikeSGV, and Aztlan Athletics.
7. Logistics team review and action planning meetings
8. Facilitation of at least 2 on-site walk-through sessions
9. Installation of bicycle racks at hubs to manage media and crowd control
10. Provision of sound technicians at major hubs (So. Pasadena, Duarte, Azusa)
11. Coordination project city representatives to finalize hub logistics, incorporate any additional programming, and make use of existing equipment.

B. 626 Golden Streets Volunteer T-Shirts:

- 500 event t-shirts, 4 color process, for all event volunteers and coordinators.
- Note: Logos and/or sponsors artwork must be printable "Camera Ready" file.

C. Media Publication & School Based Marketing

- 626 Golden Streets event media marketing material, including marketing banners, postcards, and posters
 - 60- 3x10 banners.
 - 10 4x20 double-sided street banners to install at designated public streets and/or hosted locations.

- 3000 11x17 Full Color Posters to be installed at local businesses throughout the route.
- 60,000 4"x6" double-sided postcards to be used for distributions at select events.

Relevant Operational Agreement Guidelines and Cost: (Total: \$53,297.75)

➤ Equipment Details Included

- 8x8 stage, 10x10, 20x20
- PA systems and DJ's (3 units). Note: Additional PA & Sound Systems will be available for additional charge if needed.
- 20x10 Finish Line Truss (3)
- Walkie-talkies (30)
- 20x30 Arch Balloon (2)
- 85 Booths (Additional booths available and can be added in subsequent invoice at same costs).
- 85 tables
- 130 chairs
- Consultation and media production equipment (cameras and video recording at each hub).
- Use of 6 Aztlan Athletics existing events for marketing and outreach (Placing fliers in goody bags, installation of posters, and banners)
- School-based outreach and local wellness club engagement (Starting Feb 1st 2016).
- Water & First Aid Station Booths (8)
- Customized video production to provide to sponsors

Projection Budget

1/10/2016

EVENT 626 Golden Streets - TrainRun 1/2 Marathon, Community Wellness Health Hubs

DATE: 26-Jun-16

NOTE: Budget based on supporting logistics at Community Wellness Health Hubs, in conjunction with Tr

EVENT MANAGEMENT: Azlan Athletics
1000 Fremont Avenue, Suite 218
So. Pasadena, CA 91030

TRANSPORTATION EQUIP	1,803.25
SUPPORT STAFF (DIRECTORS, COORDINATORS, ETC)	21,322.00
MARKETING MATERIAL AND OUTREACH MATERIALS	12,800.00
SET UP AND BREAKDOWN (HUBS)	7,200.00
MEDIA (T-SHIRT PRODUCTION & BANNERS & POSTERS)	4,950.00
EQUIPMENT	9,737.50
HUB RENTALS	14,860.00
SUB-TOTAL:	<u>72,672.75</u>
TOTAL OPERATIONAL COST:	\$72,672.75

Note: Additional booths, tables, and other equipment will be invoiced 3 weeks prior

Bid includes all Community Wellness Health Hubs for 626 Golden Streets, in conjunction with TrainRun 1/2 Marathon & Booms 50K. Booths will be utilized for sponsors, vendors, and community partners who are confirmed through Day One, BikeSGV, or Azlan Athletics

CODE	DESCRIPTION	QTY	UNIT	UNIT COST	BUDGET
TRANSPORTATION EQUIPMENT					
A01	26 Foot Stake Trucks	3	UNIT	380.00	1,140.00

A 02	Sliding Side Step Truck	1 UNIT	150.00	150.00
A 03	GEM Electric Golf Cars (FIRST AID SU	1 UNIT	450.00	450.00
A 04	Fuel	23 Gallons	2.75	63.25
TOTAL:				1,803.25

SUPPORT STAFF (Director, Coordinators, etc)

B 01	Director - Jose Zavala-Aztlán Athletics	236 HOURS	55.00	15,730.00
B 02	Administrative Support	12 HOURS	16.00	192.00
B 03	Hub Coordinators	6 ALLOW	650.00	3,900.00
B 05	School Outreach	6 Stipend - Youth Engagement	250.00	1,500.00
TOTAL:				21,322.00

EVENT OUTREACH MATERIAL

C 01	Banners	60 UNIT	82.00	4,950.00
C 02	Posters (11x17)	3000 UNIT	0.75	2,250.00
C 03	Fliers (4"x 6")	60000 UNIT	0.06	3,600.00
C 04	Volunteer T-Shirts	500 UNIT	4.00	2,000.00
TOTAL:				12,800.00

SET UP AND BREAK DOWN TEAMS

E 01	South Pasadena/San Marino Team	4 FEE-	450.00	1,800.00
E 02	LA County/Arcadia Team	4 FEE	450.00	1,800.00
E 03	Monrovia/Duarte Team	4 FEE	450.00	1,800.00
E 02	Inverndale/Azusa Team	4 FEE	450.00	1,800.00
TOTAL:				7,200.00

COMMUNICATIONS, TECHS, ENTERTAINMENT

F 01	Walkie Talkies (10 per health Hub)	30 FLAT FEE	15.00	450.00
F 02	Drivers	3 FLAT FEE	250.00	750.00
F 03	Sound Techs	3 UNIT	250.00	750.00
F 04	Overnight Media/ PR Managers	6 FLAT FEE	500.00	3,000.00
TOTAL:				4,950.00

HUB EQUIPMENT

G 01	Generators (Aztlán Athletics)	6 UNIT	75.00	450.00
G 02	Booths 10x10	85 UNIT	45.00	3,825.00
G 03	Tables	85 UNIT	7.50	637.50
G 04	Chairs	130 UNIT	2.50	325.00
G 05	PA System & DJ (2000 Watts)	3 UNIT	650.00	1,950.00
G 06	Stages (2x3, 10x10, and 30x30)	3 ALLOW	500.00	1,500.00
G 07	Signage Truss (10 x 20)	3 ALLOW	350.00	1,050.00
TOTAL:				9,737.50

HUB RENTALS AND SERVICES

H 01	Portable restrooms	100 UNIT	65.00	6,500.00
H 02	ADA compliant restrooms	4 UNIT	150.00	1,200.00
H 03	Hand washing stations	24 UNIT	65.00	1,560.00
H 04	EMS staffing (1 booth per hub + roving)	20 UNIT	120.00	2,400.00
H 05	Trash/Recycling at Hubs	40 UNIT	35.00	1,400.00
H 06	Volunteer refreshments	300 UNIT	6.00	1,800.00
TOTAL:				14,860.00



ICGINC0-01

IRMAJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0252636 United Agencies P.O. Box 7488 La Verne, CA 91750-7488	CONTACT NAME: Lisa Ferrault, CISR	
	PHONE (A/C No. Ext.): (909) 593-7776	FAX (A/C No.): (909) 593-5477
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Arch Insurance Company		11150
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

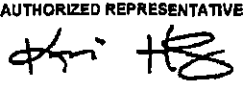
ICG Inc.
4195 Chino Hills Pkwy Ste222
Chino Hills, CA 91709

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	INSUR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional E&O			PAAEP0013000	12/13/2015	12/13/2016	
A	Professional E&O			PAAEP0013000	12/13/2015	12/13/2016	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED PER CG8810 (04/13).
 VIA EMAIL: SPautsch@SouthPasadenaCA.gov

CERTIFICATE HOLDER SHEILA PAUTSCH COMMUNITY SERVICES DIRECTORS CITY OF SOUTH PASADENA 1102 OXLEY STREET SOUTH PASADENA, CA 91030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ATTACHMENT 7
Amendment to the Professional Services Agreement
for Right of Way, Inc

FIRST AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT ("Amendment") is made as of this 18th day of January, 2017, by and between the CITY OF SOUTH PASADENA ("City") and Right of Way, Inc. a California corporation ("Consultant").

RECITALS

WHEREAS, on April 6, 2016, the City and Consultant entered into an Agreement for Professional Services ("Agreement") for Consultant to perform traffic control services in support of the Golden Streets Festival, as set forth in Exhibit A ("Scope of Services"), at a total cost of \$149,609.60; and

WHEREAS, the Golden Streets Festival ("Event") was scheduled to occur on June 26, 2016 and during the period of the Agreement Consultant expended efforts and expenses to meet and satisfy the terms of the Agreement for the June 26, 2016 Event; and

WHEREAS, due to significant wildfires in and around the area, negatively impacting air quality, the Event was postponed until March 5, 2017; and

WHEREAS, due to the delay in completion of performance of services, Consultant costs have increased, necessitating an amendment to the Agreement to provide for additional compensation; and

WHEREAS, both parties desire to amend the April 2016 Agreement to provide for completion of the original Scope of Services set form in Exhibit A of the Agreement.

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

1. DEFINITIONS. Section 3.2 of the Agreement is hereby amended to add \$64,230.40 in additional compensation for the performance of all services set forth in Exhibit A to the Agreement, for a total not to exceed price of \$213,840.00.

2. DEFINITIONS. Section 3.4 of the Agreement is amended to read as follows:

"Termination Date": March 31, 2017

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

Dated: _____

“CITY”

By: _____
Sergio Gonzalez, City Manager

Dated: _____

“CONSULTANT”

By: _____
Name/Title

APPROVED AS TO FORM:

By: _____
Teresa L. Highsmith, City Attorney

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ATTACHMENT 8

Approved Professional Services Agreement for Right
of Way, Inc

PROFESSIONAL SERVICES AGREEMENT
(City of South Pasadena / *Right of Way Inc.*)

1. IDENTIFICATION

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

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: Traffic Control for the Golden Streets Festival to be held on June 26, 2016.
- 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.

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

3. DEFINITIONS

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's March 31, 2016 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's 1/11/16 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement.
- 3.3 "Commencement Date": March 31, 2016.
- 3.4 "Termination Date": June 27, 2016.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall terminate at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 18 ("Termination") below.

5. CONSULTANT'S SERVICES

- 5.1 Time is of the essence in Consultant's performance of services under this Agreement.
- 5.2 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. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of \$149,609.60 unless specifically approved in advance and in writing by City. Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached 80% of the maximum amount payable. Consultant shall concurrently inform the Agreement Administrator of Consultant's estimate of total expenditures required to complete is current assignments before proceeding, when the remaining work would exceed the maximum amount payable.
- 5.3 Consultant shall obtain a City business license prior to commencing, and maintain said license for the duration of, performance under this Agreement.
- 5.4 Consultant shall perform all work to the highest professional 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 the Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code Section 1090, and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.5 Consultant represents that it has advised City in writing prior to the date of signing of this Agreement of any known relationships with a third party, City Council members, or employees which would (1) present a conflict of interest entering into or rendering of services under this Agreement, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.
- 5.6 Consultant agrees not to accept any employment during the term of this Agreement from any other person, firm or corporation where such employment is a conflict of interest or where such employment is likely to lead to a conflict of interest between City's interest and the interests of such person, firm or corporation or any other third party. Consultant shall immediately inform City, throughout the term of this Agreement, if any employment contemplated may develop into a conflict of interest, or a potential conflict of interest
- 5.7 Consultant represents that it 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. Margaret Lin 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 Consultant has represented to the City that key personnel will perform and coordinate the 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 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.
- 5.10 Consultant shall be responsible to City for all services to be performed under this Agreement. All subconsultants shall be approved by the Agreement Administrator and their billing rates identified in the Approved Fee Schedule, Exhibit B. City shall pay Consultant for work performed by its subconsultants (including labor) only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments or other compensation to all subconsultants performing services under this Agreement. City shall not be liable for any payment or other compensation for any subconsultants.
- 5.11 Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.
- 5.12 This Agreement is subject to prevailing wage law, for all work performed under the Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Consultant acknowledges that prevailing wage determinations are available for the performance of inspection and survey work.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis for the services performed pursuant to this Agreement. Each invoice shall identify the maximum

amount payable, services rendered during the billing period and the amount due, for this invoice, and total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, corresponding hourly rate, hours worked, description of each labor charge, and total amount due for labor charges. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant except as otherwise required by law. Consultant shall include a copy of each subconsultant invoice for which reimbursement is sought.

- 6.3 Payments for any services requested by City and not included in the Scope of Services may be made to Consultant by City on a time-and-materials basis using Consultant's Approved Fee Schedule and without amendment of this Agreement, so long as such payment does not cause the maximum amount payable to be exceeded.
- 6.4 Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

7. 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. In particular, Consultant acknowledges that prevailing wage determinations are available for the performance of inspection and survey work. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

8. 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. 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.

9. RELATIONSHIP OF PARTIES

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

Under no circumstances shall Consultant look to the City as his 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 Public Employees Retirement System (PERS) 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.

10. AGREEMENT ADMINISTRATOR

In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator. For purposes of this Agreement, City designates Margaret Lin as the Agreement Administrator. City reserves the right to change this designation upon written notice to Consultant. All services under this Agreement shall be performed at the request of the Agreement Administrator, who will establish the timetable for completion of services and any interim milestones.

11. INDEMNIFICATION

- 11.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 11.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property 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 any of 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 or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage as is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to 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.

- 11.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 11 and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 11.4 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, its officers, agents, employees and volunteers.
- 11.5 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 by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 11.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 11.7 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 PERS to be eligible for enrollment in PERS 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 PERS 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.
- 11.8 Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation,

benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

12. INSURANCE

- 12.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement.
- 12.2 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.
- 12.3 Insurance required under this Agreement shall be of the types set forth below, with minimum coverage as described:

[The risk for each agreement should be evaluated and the insurance limits should correspond to such risk as determined by the City's Risk Manager.]

- 12.3.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

****ALTERNATE LANGUAGE:**

Comprehensive General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage. ***[If consultant is a limited liability company, insert "General Liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds."]***

- 12.3.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 12.3.3 Worker's Compensation insurance as required by the laws of the State of California.

- 12.3.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 12.4 Consultant shall require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement provided however, that the Agreement Administrator may waive the provision of Errors and Omissions Insurance by subconsultants.
- 12.5 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 12.6 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium thereon at Consultant's expense.
- 12.7 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 12.8 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 12.9 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 12.10 The insurance provided by Consultant 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.
- 12.11 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

- 12.12 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 12.13 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 11 of this Agreement.
- 12.14 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 the Agreement.
- 12.15 Consultant may be self-insured under the terms of this Agreement only with express written approval from the City
- 12.15.1 All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability.
- 12.15.2 Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.
- 12.16 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 right to exercise later.

13. MUTUAL COOPERATION

- 13.1 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 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. CONFIDENTIALITY

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

15. RECORDS AND INSPECTIONS

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. City shall further have the right to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

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 the Agreement.

16. 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.

17. 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:

City of South Pasadena
1414 Mission Street
South Pasadena CA 91030
Telephone: (626) 403-7240 x____
Facsimile: (626) 403-7241

If to Consultant:

Right of Way Inc.
150 E. Arrow Highway
California, 91773
Telephone: (626) 930-9292
Facsimile: (626) 930-9220

With courtesy copy to:
Teresa L. Highsmith, Esq.
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, P.C.
300 South Grand Avenue, Suite 2700
Los Angeles, CA 90071-3137

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

18. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 11, Section 12, Paragraph 13.2 and Section 14 of this Agreement shall survive the expiration or termination of this Agreement.

19. TERMINATION

19.1 City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days' written notice to City. 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.

19.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then 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.

20. GENERAL PROVISIONS

20.1 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.

- 20.2 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.
- 20.3 This Agreement shall be binding on the successors and assigns of the parties.
- 20.4 Except as expressly stated herein, there is no intended third party beneficiary of any right or obligation assumed by the parties.
- 20.5 Time is of the essence for each and every provision of this Agreement.
- 20.6 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 20.7 The 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 section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. 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).
- 20.8 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, 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.
- 20.9 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.
- 20.10 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 of 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 of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term,

covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. 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.

- 20.11 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 in its amended form shall be enforceable. 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 thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 20.12 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 20.13 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 by City and Consultant.
- 20.14 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. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to 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. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; 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.

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

"City"
City of South Pasadena

"Consultant"
Right of Way Inc.,

By: [Signature]

By: [Signature] GM.
Name, Level of Officer e.g., Vice President

Date: 3-30-16

Date: 4-6-16

By: [Signature]
Name, Level of Officer e.g., Vice President

Date: 4-6-16

Attest:

By: [Signature]
Deputy City Clerk

Date: March 30, 2016

Approved as to form:

By: [Signature]
Teresa L. Highsmith, City Attorney

Date: 3-30-16

Scope of Work

The Scope of Work that consultants will include as a minimum in their proposal shall consist of, but not be limited to the following tasks. Proposers are encouraged to add to these tasks as deemed necessary.

1. Create Traffic Control and Implementation plans for the 626 Golden Streets Festival open streets event that meets the attached plan requirements and notes.
2. Seek approvals from each jurisdiction involved in the event in coordination with the California Department of Transportation (CALTRANS), Los Angeles Metropolitan Transportation Authority (Metro), and Los Angeles County Department of Public Works for the event.
3. Place at least (12) Changeable Message Signs (CMS) along the route at least two weeks prior to the event to notify the public event day, times, and other pertinent information.
4. Conduct a total of nine (9) meetings in preparation of the event; one (1) kick-off meeting with all jurisdictions involved with the event. Seven (7) individual jurisdictional meetings. One (1) joint jurisdiction review and event preparation meeting.
5. Provide draft Traffic Control and Implementation Plans to local jurisdictions during their individual meetings for edit and review by appropriate staff.
6. Coordinate with City Staff and other consultants working on 626 Golden Street Event.
7. Have an Event Coordinator present for the entire event; including set-up and breakdown.

Deliverables

1. One (1) hardcopy set and one (1) set of electronic approved Traffic Control Plans per Jurisdiction
2. One (1) hardcopy set and one (1) set of electronic approved Implementation Plan per Jurisdiction

Project Schedule

The following is a list of tentative project milestones that the consultant will be expected to meet:

Milestone	Date
Award of Contract	March 2016
Kick-off Meeting	April 2016
Local Jurisdiction Meetings	May 2016
Joint Jurisdiction Review Meeting	Early June 2016
Event Day	June 26, 2016



Right of Way, Inc.

150 E. Arrow Hwy.
San Dimas, CA 91773

Phone : 626-930-9292 Fax : 626-930-9220

Estimate

Date	Estimate #
1/11/2016	10302

Billing Address:
South Pasadena Management Department Attn: Margaret Lin 1414 Mission Street South Pasadena, CA 91030

Customer Contact:
South Pasadena Management Department Attn: Margaret Lin 1414 Mission Street South Pasadena, CA 91030 Email: mlin@southpasadenaca.gov

Map Page	Sales Rep	P.O. No.
	Matt Coumans	

Description	Qty	Rate	Total
Project Location: Traffic Control for Specific Event Routes in Arcadia, Azusa, Duarte, Irwindale, Monrovia, San Marino and South Pasadena - Provided Items; TC Plans, Equipment Rental and Labor for Various Closures Project Description: 626 Golden Streets Festival			0.00
City Encroachment/Street Use Permit - (Provided By Client)	0	0.00	0.00
Site Review - Preliminary Planning Meetings	1	3,375.00	3,375.00
Traffic Control Drawing - (Plans Based on Proposed Route) *	25	1,375.00	34,375.00
- Traffic Plans Based M.U.T.C.D. with PE or TE Stamp			
Install and Removal "No Parking" Signs - (Route Requirements) *	1	3,520.00	3,520.00
Traffic Control Equipment Rental - (Daily Rate) *	1	35,000.00	35,000.00
- Standard Cones, Barricades and Closure Signs - Pending Drawings			
Arrow Board - (Daily Rate) *	14	75.00	1,050.00
CMS Message Board - (Weekly Rate) *	14	495.00	6,930.00
Traffic Control Equipment Pre-Stage - (Commence; June 20, 2016) **	1	12,000.00	12,000.00
Traffic Control Labor - Event Staff - (June 26, 2016 - 18 Traffic Technicians) **	1	30,000.00	30,000.00
- Cost May Very Pending Labor Requirements			
Traffic Control Equipment Post Removal - (Completion; June 30, 2016) **	1	12,000.00	12,000.00
Vehicle Rental and Environmental Fees	1	11,359.60	11,359.60

We acknowledge and accept the terms and conditions that are contained in the RFP along with all exhibits and attachments, dated February 17th, 2016

*Prices are estimated and subject to change

Subtotal
Sales Tax (9.0%)
Total



Right of Way, Inc.

150 E. Arrow Hwy.
San Dimas, CA 91773

Phone : 626-930-9292 Fax : 626-930-9220

Estimate

Date	Estimate #
1/11/2016	10302

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Map Page	Sales Rep	P.O. No.
	Matt Coumans	

Description	Qty	Rate	Total
<p>** Traffic Control Overtime Rate Consist of The Regular Pay and One Half ** ** All Traffic Control Labor for Sunday or That Exceeding 12 Hours or More Will Be Billed at Double The Regular Wages ** * Note: Please allow a minimum of (31-45) business days prior to this project, for scheduling, permit process and or sign orders. This project may require coordination with MTA, night work and noise variance approvals, fees and processing time may vary. The Various City's May Require Additional Site Maintenance and or Security. Estimate Excludes After Hours Site Maintenance Services, Please Call for Rates. All permits and drawings are subject to change and City approval. All project/site changes may effect rates. Any damaged or lost equipment will be billed to lessee/contractor at replacement value. Additional move in fees may vary pending labor requirements. Labor & Permit Rates for Saturday, Sunday and or Holidays may vary. Aztlan Athletics may require the usage of standard traffic control signs and barricades in addition to the contracted amount. ACCEPTANCE OF PROPOSAL: Right of Way Inc. is hereby authorized to perform the services described in the above proposal for which the undersigned agrees to pay the amount stated in said proposal, and according to the terms therefore.</p> <p>Date: _____ Print Authorized Agent / Title: _____ Signature: _____ Project / Job No. _____ Purchase Order No. _____ Contract No. _____</p> <p>** This proposal is valid for 60 days from the bid date above. **</p> <p>*Prices are estimated and subject to change</p>			0.00
			0.00
	Subtotal		\$149,609.60
	Sales Tax (9.0%)		\$0.00
	Total		\$149,609.60

NON-COLLUSION DECLARATION

TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state]."

Signature DATE

Printed Name of Signatory

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: _____

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)

City of South Pasadena Agenda Report

Michael A. Cacciotti, Mayor
Richard D. Schneider, M.D., Mayor Pro Tem
Robert S. Joe, Councilmember
Marina Khubesian, M.D., Councilmember
Diana Mahmud, Councilmember

Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer

COUNCIL AGENDA: January 18, 2017

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager *SG*

FROM: Paul Toor, P.E., Public Works Director *PT*
Thomas Amare, Civil Engineering Assistant *TA*

SUBJECT: **Acceptance of Project Completion and Authorization to File a Notice of Completion for the Construction of the South Pasadena Dog Park Project**

Recommendation

It is recommended that the City Council:

1. Accept the project improvements as complete and authorize the issuance of a Notice of Completion for the South Pasadena Dog Park Project (Project); and
2. Authorize payment of the retention to Kasa Construction Inc., (Contractor) in the amount of \$12,568.

Environmental Analysis

On July 6, 2016, the City Council approved a resolution adopting environmental studies with a Mitigated Negative Declaration (MND) for the Project.

Fiscal Impact

Funding for the Project was made available in Account No. 232-9000-9091-9091-000 through the Los Angeles Regional Park and Open Space District Proposition A and in Account No. 275-9000-9190-000 through the Park Facilities Impact Fees.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

On July 6, 2016, the City Council approved the Dog Park Project during the regular meeting as a part of the Fiscal Year (FY) 2014-15 adopted budget. The Project consists of developing a 0.53-acre vacant site owned by the City. Scope of work for the Project was to develop a Dog Park with separate small and large dog play areas along with other appurtenances as per approved plan and specifications.

AGENDA ITEM 18

The original contract amount was \$236,415 and the final contract amount is \$251,358, an increase of 6.3%. Increase in the contract amount is primarily due to staff initiated changes such as increasing the fence height from 6' to 8' on the north side of the park, expanding the Dog Park 3' on north side and 2' on east side of the Park, adding another dog entrance, widening the driveway, etc. On November 5, 2016, the ground breaking ceremony was held and the Dog Park is now fully functional.

Legal Review

The City Attorney has reviewed this item.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachment: Notice of Completion

ATTACHMENT 1
Notice of Completion

RECORDING REQUESTED BY:

City of South Pasadena

AND WHEN RECORDED MAIL TO:

City of South Pasadena- PW

1414 Mission Street

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

A.P.N.:

Order No.:

Escrow No.:

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

- 1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.
- 2. The FULL NAME of the OWNER is City of South Pasadena
- 3. The FULL ADDRESS of the OWNER is 1414 Mission Street, South Pasadena, CA 91030
- 4. The NATURE OF THE INTEREST or ESTATE of the undersigned is: _____ in fee.
- 5. The FULL NAMES and FULL ADDRESSES of ALL PERSONS, if any, WHO HOLD SUCH INTEREST or ESTATE with the undersigned as JOINT TENANTS or as TENANTS IN COMMON are:

NAMES

ADDRESSES

N/A

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

NAMES

ADDRESSES

N/A

- 7. A work of improvement on the property hereinafter described was COMPLETED October 6, 2016 (Substantial Completion)
- 8. The work of improvement completed is described as follows:

Dog Park Project

- 9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is: Kasa Construction, Inc.

- 10. The street address of said property is 650 Stoney Drive, South Pasadena, CA 91030

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

Date: January 18, 2017

(Signature of Owner or agent of owner)
Paul Toor, City of South Pasadena

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

Date and Place

(Signature of owner named in paragraph 2)

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

January 18, 2017 South Pasadena
Date and Place

(Signature of person signing on behalf of owner)
Paul Toor, City of South Pasadena

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City of South Pasadena/ Redevelopment Successor Agency Agenda Report

Michael A. Cacciotti, Mayor/Agency Chair
Richard D. Schneider, M.D., Mayor Pro Tem/Agency Vice Chair
Robert S. Joe, Council/Agency Member
Marina Khubesrian, M.D., Council/Agency Member
Diana Mahmud, Council/Agency Member

Evelyn G. Zneimer, City Clerk/Agency Secretary
Gary E. Pia, City Treasurer

COUNCIL AGENDA: January 18, 2017
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *JA*
FROM: Jeannie Chiu, Management Analyst *JC*
SUBJECT: **Public Hearing to Adopt a Resolution Approving the Community Development Block Grant (CDBG) Program for the Fiscal Year 2017-18**

Recommendation

It is recommended that the City Council conduct a Public Hearing and adopt a resolution to approve the Community Development Block Grant (CDBG) Program for the Fiscal Year (FY) 2017-18.

Fiscal Impact

The Los Angeles Community Development Commission (LACDC) has released preliminary funding levels for FY 2017-18 and the City of South Pasadena (City) CDBG allocation is estimated to be \$119,805. The annual allocation may be adjusted by the LACDC based on the final United States Department of Housing and Urban Development (HUD) allocation.

The two recommended programs are:

- | | | |
|----|------------------------------|--------------|
| 1. | Senior Nutrition Program | \$17,970.75 |
| 2. | Sidewalk Replacement Program | \$101,834.25 |

Environmental Analysis

The Sidewalk Replacement Program is exempt from any California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section requirements under Section 21084 of the Public Resources Code, in accordance with Article 19, Section 15301, Class (1) "existing facilities."

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

In 1974, Congress initiated the CDBG program in the Housing and Community Development Act. The program is federally funded and administered by HUD. The City, as a non-entitlement

community, receives an annual allocation of CDBG funds from the LACDC. The funds are restricted to benefit persons of low and moderate income and other limited programs in compliance with other Federal regulations. Historically, the City has used CDBG funds to construct Americans with Disabilities Act (ADA) accessibility improvements, rehabilitate owner-occupied residences of income-eligible residents, and support the Senior Nutrition Program.

Analysis

According to the LACDC, it is estimated that the City will have a total budget of \$119,805 for FY 2017-18. The City is required to provide an opportunity for the public to comment on the proposed use of these funds. The Public Hearing held tonight will satisfy this requirement. The following is a description of the proposed programs per the Federal program classification:

- A. **Public Service Program**
Program cap – the maximum amount of CDBG funds available for this program is limited to 15% of the FY 2017-18 allocation or \$17,970.75.
 - **Senior Nutrition Program – Proposed allocation of \$17,970.75**
The City has allocated 100% of available Public Service funding to its Senior Nutrition Program. CDBG funds are used to partially support the program that provides over 14,000 nutritious hot meals to seniors at the South Pasadena Senior Center and to homebound seniors.

- B. **Low/Moderate Income Program**
Program cap – the amount of CDBG funds for this program is limited to the current year allocation and funds carried over from previous years, less the cost of the Public Service Program or \$101,834.25.
 - **Sidewalk Replacement Program – Proposed allocation of \$101,834.25**
This new project include installation of nine (9) ADA Access Ramps and replace approximately 7,650 sq. ft. of damaged sidewalk along portions of Monterey Road, from Fair Oaks Avenue to Garfield Avenue. (See Attachment 2 – Project Location Map). These will be localized repairs. The project will provide ADA accessibility to sidewalk in need of repair.

Legal Review

The City Attorney has reviewed this item.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Public Hearing to Adopt FY 17-18 Community Development Block Grant Program

January 18, 2017

Page 3 of 3

Attachments:

1. Resolution Approving The City of South Pasadena's Community Block Development Grant Program (CDBG) for FY 2017-18
2. Project Location Map

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ATTACHMENT 1
Resolution Approving The City of South Pasadena's
Community Block Development Grant Program
(CDBG) for FY 2017-18

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
AUTHORIZING THE ALLOCATION OF COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) FUNDS
FOR FISCAL YEAR 2017-18**

WHEREAS, since 1974, the Community Development Block Grant (CDBG) Program has operated to provide local governments the resources to meet the needs of persons of low-and moderate-income; and

WHEREAS, the City of South Pasadena contracts with the Los Angeles County Community Development Commission for the disbursement of CDBG Funds, through the Small Cities Program; and

WHEREAS, in FY 2017-18 City of South Pasadena will receive an estimated total of \$119,805 in CDBG funds and \$0 in previous year unallocated funds, for a total of \$119,805; and

WHEREAS, the City Council has conducted a Public Hearing, with the required prior noticing to provide the public and opportunity to comment on the programs proposed for the Fiscal Year CDBG Funds Program.

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

SECTION 1. The City Council approves the CDBG Program Budget for FY 2017-18 and instructs staff to submit the necessary document and a copy of this Declaration to the Los Angeles County Community Development Commission. The proposed projects are:

- | | |
|---|--------------|
| 1. Senior Nutrition Program | \$17,970.75 |
| 2. FY 2017-18 Sidewalk Replacement
and ADA Access Ramp Project | \$101,834.38 |

SECTION 2. The City Council authorizes City staff to adjust the Program budget as necessary throughout the Fiscal Year. This includes, but is not limited to, allocating amounts on a per project basis, adjusting project budgets, implementing new or cancelling existing activities, to allow for the timely expenditure of CDBG-funds.

SECTION 3. This resolution shall take effect from and after the date of its passage and adoption.

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

PASSED, APPROVED AND ADOPTED ON this 18th day of January, 2017.

Michael A. Cacciotti, Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 18th day of January, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

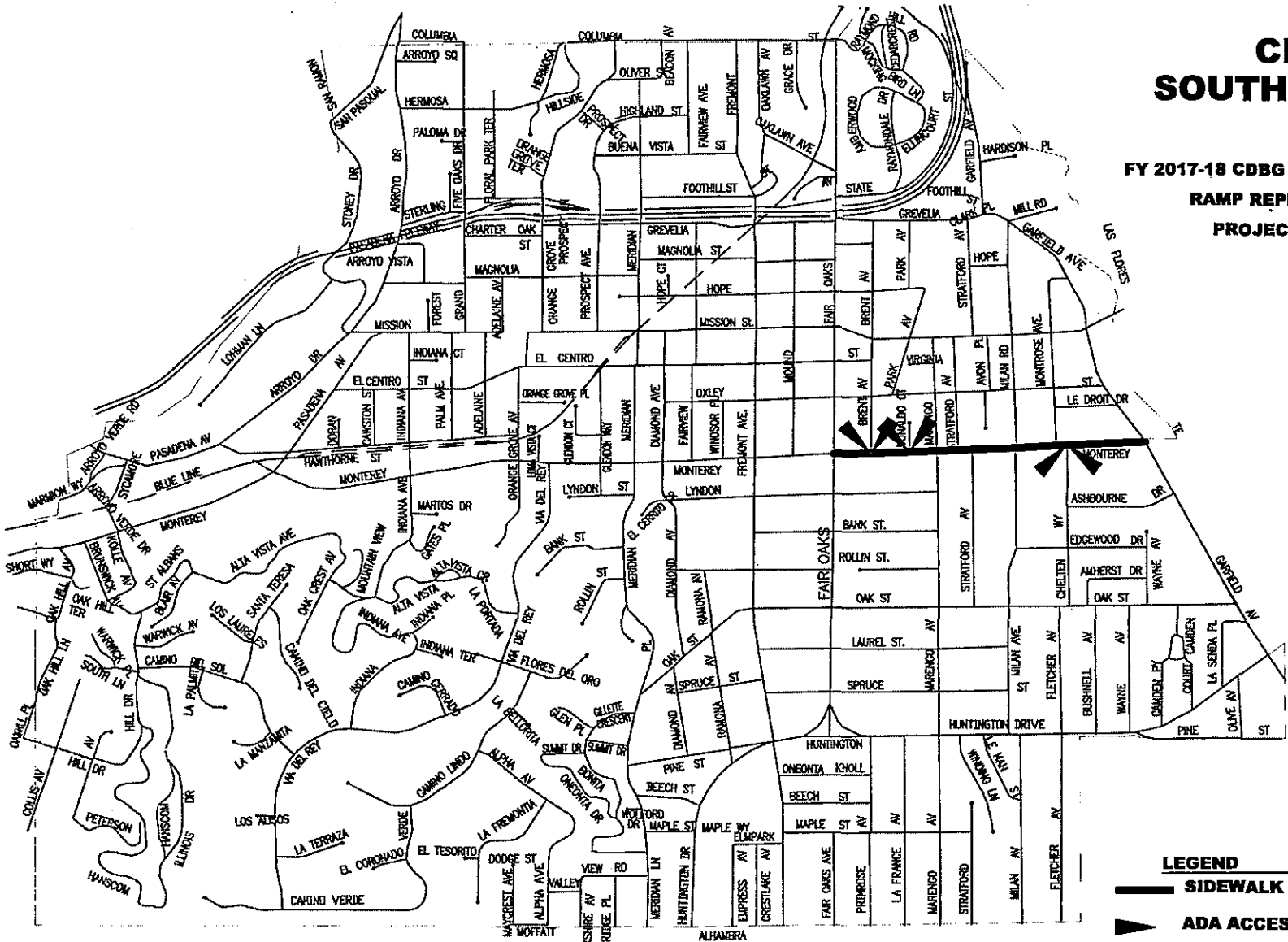
Evelyn G. Zneimer, City Clerk
(seal)

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ATTACHMENT 2
Project Location Map

CITY OF SOUTH PASADENA

FY 2017-18 CDBG SIDEWALK AND ADA ACCESS RAMP REPLACEMENT PROJECT PROJECT LOCATION MAP



- LEGEND**
-  **SIDEWALK REPLACEMENT AREA**
 -  **ADA ACCESS RAMP REPLACEMENT AREA**

City of South Pasadena Agenda Report

Michael A. Cacciotti, Mayor
Richard D. Schneider, M.D., Mayor Pro Tem
Robert S. Joe, Councilmember
Marina Khubesrian, M.D., Councilmember
Diana Mahmud, Councilmember

Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer

COUNCIL AGENDA: January 18, 2017
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *SA*
FROM: Paul Toor, P.E., Public Works Director *PT*
SUBJECT: **Adoption of Initial Study and Mitigated Negative Declaration for the Graves Reservoir Replacement Project**

Recommendation

It is recommended that the City Council:

1. Approve the Initial Study and Mitigated Negative Declaration for the Graves Reservoir Replacement Project (Project).
2. Adopt the Mitigation Monitoring and Reporting Program for the Project.
3. Authorize the preparation and filing of the Notice of Determination and Environmental Filing Fee Payment for the Project.

Fiscal Impact

There are adequate funds budgeted in Account No. 500-9266 to cover the filing fee costs which includes \$2,210.25 to cover the cost of the California Department of Fish and Wildlife, California Environmental Quality Act (CEQA) review fee for Mitigated Negative Declaration as well as \$75 Los Angeles County Registrar-Recorder/County Clerk (County Clerk) filing fee.

Environmental Analysis

Environmental review under CEQA was conducted for the Project. Based on the analysis presented in the Initial Study for the Project, a Mitigated Negative Declaration is recommended as the appropriate CEQA document.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

On September 2, 2015, the City Council approved a contract with MWH Americas (MWH) for final design of the Project. As part of their scope of services, MWH was tasked with preparing an Initial Study for the Project per CEQA guidelines.

An Initial Study and Mitigated Negative Declaration (IS/MND) was published for this Project. Since

the Project will be funded through the State Revolving Fund (SRF) administered through the State Water Resources Control Board (SWRCB), the CEQA documents for this Project were prepared in compliance with SWRCB guidelines for SFR projects (CEQA-Plus requirements). Since SRF funding includes federal monies from the U.S. Environmental Protection Agency (EPA), the CEQA-Plus requirements satisfy applicable federal environmental regulations.

Fifteen copies of the Initial Study were provided to the State Clearinghouse for distribution to state agencies. Seven additional copies were distributed directly to agencies and interested parties, including the SWRCB. A Notice of Intent (NOI) to adopt a Mitigated Negative Declaration was filed with the County Clerk on April 1, 2016, and the NOI was published in the *Pasadena Star-News* on April 5, 2016. The NOI was distributed to residents adjacent to the Project site and to six agencies and interested parties. The public review period for the CEQA document was April 4, 2016 through May 3, 2016. During the review period, comments were received from the California Department of Transportation, the City of San Marino, the City of South Pasadena, and four residents from the City of San Marino. Responses to all comments are included in the final Mitigated Negative Declaration. A summary of comments received, issues raised and appropriate responses are enclosed herewith as exhibit "A".

Analysis

The City of South Pasadena is the lead agency for the proposed Project, in accordance with Section 15050 of the California Environmental Quality Act (CEQA) Guidelines. As the lead agency, the City of South Pasadena has used the Initial Study to identify environmental effects associated with the proposed Project and to determine the appropriate CEQA compliance document. The IS/MND and Mitigated Monitoring and Reporting Program for the proposed Project have been prepared in Compliance with Section 15063, Section 15071, and Section 21081.6 of the CEQA Guidelines and applicable City of South Pasadena requirements and policies.

The Notice of Determination will be filed in accordance with Section 15075 of the CEQA Guidelines and City of South Pasadena requirements and policies. The City of South Pasadena, as the lead agency, has evidence before it including the information in the IS/MND, which indicates that the Project, with mitigation incorporated, will have a less than significant impact on the environment.

Legal Review

The City Attorney has not reviewed this item.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *Pasadena Star-News*.

A copy of the IS/MND has been electronically transmitted to the City Council. A copy of the IS/MND is also made available in the City Clerk's Office for public review.

Attachment: Exhibit "A"

EXHIBIT "A"

Commenter	Issues Raised	Responses
<p>Ms. Dianna Watson Mr. Alan Lin California Department of Transportation 100 S. Main Street, MS 16 Los Angeles, California 90012</p>	<ul style="list-style-type: none"> • Stormwater • Oversized vehicle permit 	<ul style="list-style-type: none"> • Best management practices (BMPs) to reduce erosion and protect stormwater quality will be implemented by the construction contractor. • The construction contractor will apply for a permit for the use of oversized vehicles on State highways, as applicable.
<p>Mr. Michael A. Cacciotti, Mayor Pro Tem City of South Pasadena 1414 Mission Street South Pasadena, CA 91030</p>	<ul style="list-style-type: none"> • Solar power 	<ul style="list-style-type: none"> • Electric demand for the new facility is not specifically known; however, since newer, more energy efficient equipment would be installed, it is anticipated that demand would be reduced. • The technical and economic feasibility of solar power at the site would require additional investigation. However, the reservoir will be designed with a solar-ready roof, such that the structure could support the anticipated load of solar panels, if any are proposed in the future.
<p>Mr. Aldo Cervantes, Planning and Building Director City of San Marino 2200 Huntington Drive San Marino, California 91108-2639</p>	<ul style="list-style-type: none"> • Air quality • Water supply for dust suppression • Stoneman School • Noise 	<ul style="list-style-type: none"> • With implementation of mitigation measure AQ-1, dust emissions associated with project construction will be controlled. • San Marino water supply would not be used during construction. • Impacts to immediately adjacent residences were described in the Initial Study. Stoneman School is located 0.1 miles from the Graves Reservoir site. • With closed windows (10 to 15 dB reduction) and noise mitigation (mufflers, equipment placement away from receptors, as feasible, and sound walls or acoustic blankets at the construction site; >20 dB reduction depending on wall thickness, height and placement), noise levels at Stoneman School would be below the 52 dB standard when measured within any classroom. • Noise levels generated during construction will be mitigated as necessary to be consistent with San Marino City Code Sections 14.04.04, 14.04.05, and 14.014.12. • When the documents are available, the City of South Pasadena will provide the Noise Mitigation Plan and Construction Management Plan to the City of San Marino.
<p>Ms. Marie Magrdchian Mr. Mickey Magrdchian 1355 Pasqualito Drive San Marino, California 91108</p>	<ul style="list-style-type: none"> • Air Quality • Noise • Traffic • Hazardous Materials • Stoneman School 	<ul style="list-style-type: none"> • Mitigation measures will be implemented during construction to reduce impacts on air quality, noise, hazardous materials and traffic to less than significant levels. • Impacts to nearby properties were addressed in the Initial Study. • Schools near the project site will be notified prior

Commenter	Issues Raised	Responses
		<p>to the start of construction</p> <ul style="list-style-type: none"> • A 24-hour hotline will be available for residents and City of San Marino personnel to report any issues related to construction activities at the Graves Reservoir site. • A neighborhood meeting will also be held prior to the start of construction to address concerns residents or City staff may have regarding the project.
<p>Ms. Michele Lumley 420 Pilgrim Place San Marino, California 91108-2341</p>	<ul style="list-style-type: none"> • Air quality • Water supply for dust suppression • Noise • Delaying the project 	<ul style="list-style-type: none"> • With implementation of mitigation measure AQ-1, dust emissions associated with project construction will be controlled. • San Marino water supply would not be used during construction. • Mitigation measures Noise-1 through -5 will reduce impacts on noise to less than significant levels. • Delay of the project would result in the structure deteriorating further, and could result in system interruption.
<p>Ms. Erin Lamb 1375 Pasqualito Drive San Marino, California 91108</p>	<ul style="list-style-type: none"> • Impacts on the community • Visual impacts • Track-out of nails and other metal objects 	<ul style="list-style-type: none"> • Mitigation measures will be implemented during construction to minimize impacts on air quality, cultural resources, noise, traffic and hazardous materials, and reduce impacts on the community. • The project includes replacement of trees disturbed during construction. • The replacement reservoir is the same height as the existing structure, and surrounded by a vegetated berm on all sides. • Minimal carpentry is required, therefore track-out of nails is not envisioned.
<p>Yu Hu Via email: 710285883@qq.com 2138 South El Molino Avenue 2150 South El Molino Avenue San Marino, California 91108</p>	<ul style="list-style-type: none"> • Air quality • Noise • Traffic • Does not agree with replacement decision 	<ul style="list-style-type: none"> • Mitigation measures will be implemented to reduce impacts on air quality, noise, and traffic to less than significant levels. • Delay of the project would result in the structure deteriorating further, and could result in system interruption.

City of South Pasadena Agenda Report

Michael A. Cacciotti, Mayor
Richard D. Schneider, M.D., Mayor Pro Tem
Robert S. Joe, Councilmember
Marina Khubesrian, M.D., Councilmember
Diana Mahmud, Councilmember

Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer

COUNCIL AGENDA: January 18, 2017

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager *SA*

FROM: Paul Toor, Public Works Director *PT*
Kristine Courdy, Public Works Operations Manager *KC*

SUBJECT: **First Reading and Introduction of Ordinance to Amend Subsection (d) of Section 34.3 (Violations) of Chapter 34 (Trees and Shrubs) and Amending Subsection 21.7 (Harming or Removal of Trees, Turf, Etc.) of Chapter 21 (Parks) of the South Pasadena Municipal Code**

Recommendation

It is recommended that the City Council introduce an ordinance entitled "An Ordinance of the City Council of the City of South Pasadena, California, amending Subsection (d) of Section 34.3 (Violations) of Chapter 34 (Trees and Shrubs) and amending Subsection 21.7 (Harming or Removal of Trees, Turf, Etc.) of Chapter 21 (Parks) of the South Pasadena Municipal Code," and waive further reading.

Fiscal Impact

South Pasadena Municipal Code (SPMC) amendments to Subsection (d) of Section 34.3 of Chapter 34 and Subsection 21.7 of Chapter 21 are expected to have less than significant financial impact overall.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

The City of South Pasadena (City) has been a Tree City USA for over 17 years. One of the requirements in achieving that status is that the City must have a Tree Care Ordinance. Adopted on February 20, 1991, Ordinance No. 1991 enacted SPMC Sections 34.1 through 34.10, referred to as the Tree Ordinance. The Tree Ordinance has been modified several times, most recently on October 17, 2012, under Ordinance No. 2237.

The City Council established the rules and regulations for Public Parks within the City under Ordinance No. 729 on November 13, 1929, currently SPMC Chapter 21. On June 6, 1990 under Ordinance No. 1983, Subsection 21.7 (Removal of trees, turf, etc.) was amended to read "It is

unlawful for any person to cut or remove any, tree, wood, turf, rock, sand, gravel or earth, or to pick flowers in any park.”

The City Tree Ordinance, SPMC Chapter 34, and Park Rules, SPMC Chapter 21, aims to protect all trees within the City. There have been reports of hanging piñatas, objects, signs and swings from trees on public property. In order to preserve public trees it is being proposed to amend the SPMC Section 34.3 and Subsection 21.7 to clearly state that it is unlawful for any person to harm City trees.

Analysis

The proposed ordinance would modify SPMC Subsection (d) of Section 34.3 (Violation) of Chapter 34 (Trees and Shrubs) to clearly state that it is a violation to harm by any means, damage or cause to be damaged to any tree including but not limited to any significant, mature, heritage or native species tree located within the City.

The proposed ordinance would also modify SPMC Subsection 21.7 (Harming or Removal of Trees, Turf, Etc.) of Chapter 21 (Parks) to clearly state that it is a violation to harm by any means, damage or cause to be damaged to any park tree or any tree located on public property.

Legal Review

The City Attorney has reviewed this item.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City’s website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments: Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
AMENDING SUBSECTION (d) OF SECTION 34.3 (VIOLATIONS)
OF CHAPTER 34 (TREES AND SHRUBS) AND AMENDING
SUBSECTION 21.7 (HARMING OR REMOVAL OF TREES,
TURF, ETC.) OF CHAPTER 21 (PARKS) OF THE
SOUTH PASADENA MUNICIPAL CODE

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

SECTION 1. Subsection (d) of Section 34.4 Violations of Chapter 34 (Trees and Shrubs) is amended to read as follows: *(new words or phrases are underlined; deletions are indicated by being stricken through)*

34.4 Violations.

(d) It is unlawful for any person to harm by any means, damage or cause to be damaged any significant or mature heritage tree, significant or mature Oak tree, or significant of mature tree, mature tree, heritage tree or native species tree located within the city.

SECTION 2. Section 21.7 (Removal of trees, turf, etc.) of Chapter 21 (Parks) is amended to read as follows: *(new words or phrases are underlined; deletions are indicated by being stricken through)*

21.7 Harming of trees, turf, etc.

- (a) It is unlawful for any persons to cut or remove any tree, wood, turf, rock, sand, gravel or earth or to pick any flowers in any park
- (b) It is unlawful for any person to harm any park tree or any tree located on public property by cutting, exposing to deleterious substances, burning, allowing wire to constrict the bark, disfiguring by any means of graffiti, nailing or tacking of a sign or other construction material or structure into the bark or branches of a tree, hanging of piñatas or striking a tree with any object, hanging of swings, lanterns or other ornamentation or devices; or otherwise climbing upon any tree for purposes other than authorized maintenance.

SECTION 3. SEVERABILITY. If any provision, section, paragraph, sentence or word of this ordinance, or the application thereof to any person or circumstance, is rendered or declared invalid by any court of competent jurisdiction, the remaining

provisions, sections, paragraphs, sentences or words of this ordinance, and their application to other persons or circumstances, shall not be affected thereby and shall remain in full force and effect and, to that end, the provisions of this ordinance are severable.

SECTION 4. CEQA. This ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. Section 15378 (b)(5) as an agency organizational or administrative active that produces no physical changes to the environment.

SECTION 5. EFFECTIVE DATE. This ordinance shall take effect thirty (30) days after its passage and adoption pursuant to California Government Code Section 36937.

SECTION 6. This ordinance shall take effect thirty (30) days after its final passage, and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

PASSED, APPROVED, AND ADOPTED ON this ___ day of ___, 2017.

Michael A. Cacciotti, Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

Date: _____

I HEREBY CERTIFY the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 18th day of January, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

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City of South Pasadena Agenda Report

Michael A. Cacciotti, Mayor
Richard D. Schneider, M.D., Mayor Pro Tem
Robert S. Joe, Councilmember
Marina Khubesrian, M.D., Councilmember
Diana Mahmud, Councilmember

Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer

COUNCIL AGENDA: January 18, 2017
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *SG*
FROM: Margaret Lin, Principal Management Analyst *ML*
Samuel Zneimer, Management Analyst *SZ*
SUBJECT: **Adoption of a Resolution to Establish a Complete Streets Policy
for the City of South Pasadena**

Recommendation

It is recommended that the City Council adopt a resolution to establish a Complete Streets Policy for the City of South Pasadena.

Fiscal Impact

There is no fiscal impact to establish the policy.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

Complete Streets Policies (CSPs) have been adopted by many transportation agencies, states, counties and cities. CSPs are designed to help establish a safer and more convenient street environment for all types of users, including: pedestrians, bicyclists, public transit, motorists, and others. CSPs help guide planners, engineers, and decision-makers consider the needs of all users when evaluating available treatments for a project and can lead to the development of superior project designs that facilitate a multi-modal network for walking, biking and driving. The City of South Pasadena (City) has already integrated numerous elements of CSPs within the existing 1999 General Plan; however, the City does not have an adopted CSP.

In 2014, the Los Angeles County Metropolitan Transportation Authority (Metro) adopted a CSP to establish new standards and guidelines for all Metro projects, including any grant funding used to build projects. As part of the Metro CSP, all agencies applying for grant funding must have an adopted standalone CSP or an integrated CSP within their General Plan.

AGENDA ITEM

22

Analysis

Adopting a CSP will help codify some existing practices and also provides guidance to all projects in the City. The proposed CSP includes guiding principles for network connectivity, compliance requirements and exceptions, design, context sensitivity, performance measures, and implementation. Adoption of the proposed CSP will allow the City to provide interim project guidance and allow the City to become eligible for Metro or other agencies' grant opportunities. The City is currently undergoing a General Plan update which will include substantial revisions to the Circulation Element and integrate the proposed CSP.

Legal Review

The City Attorney has reviewed this item.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

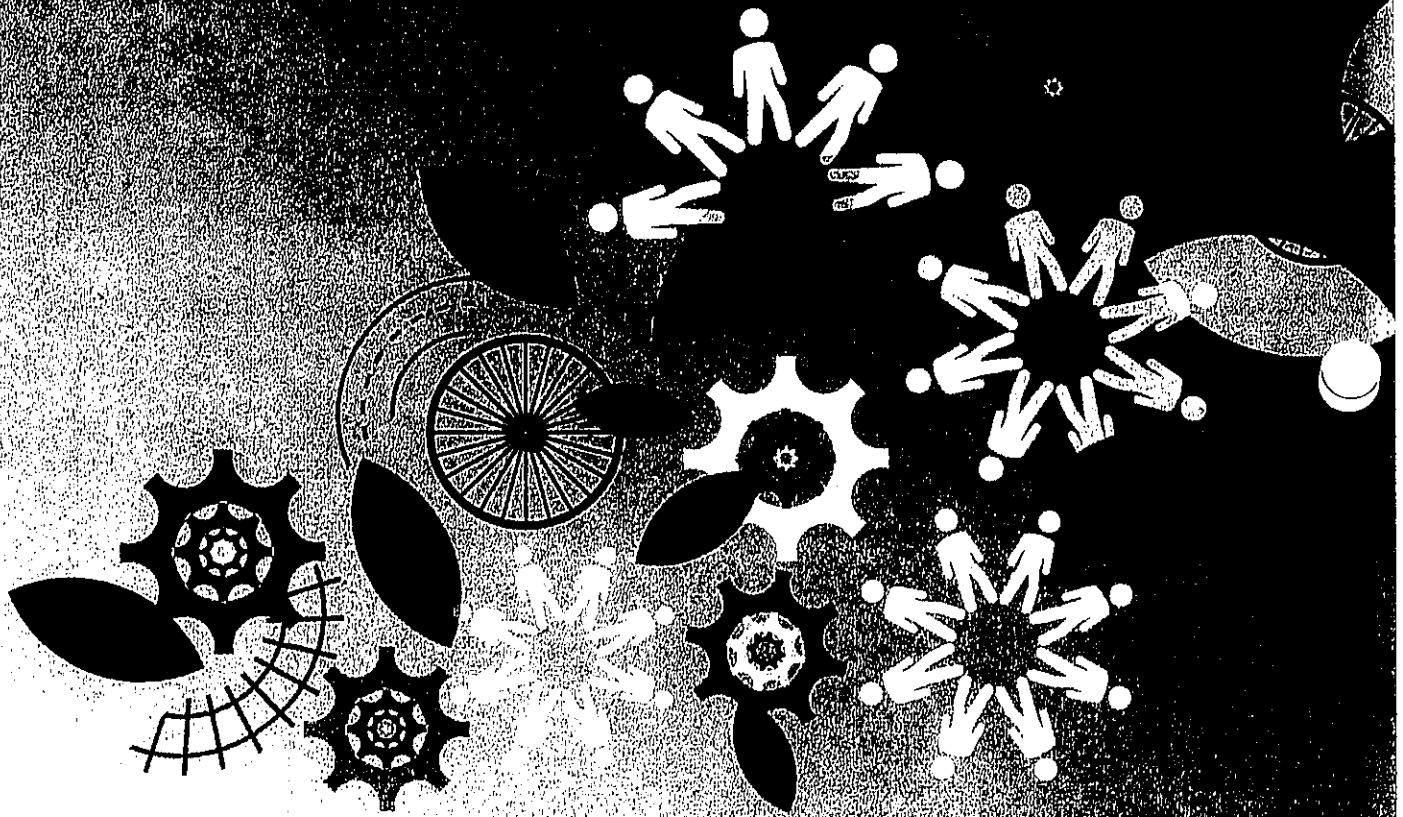
Attachments:

1. Metro Complete Streets Policy
2. Resolution Establishing a Complete Streets Policy for the City
3. Proposed Complete Streets Policy

ATTACHMENT 1
Metro Complete Streets Policy

Metro Complete Streets Policy

October 2014



Metro

BOARD OF DIRECTORS

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John Fasana	Second Vice Chair Council Member, City of Duarte
Michael Antonovich	Los Angeles County Supervisor, Fifth Supervisorial District
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Diane DuBois	Council Member, City of Lakewood
Jacquelyn Dupont-Walker	City of Los Angeles Appointee
Don Knabe	Los Angeles County Supervisor, Fourth Supervisorial District
Paul Krekorian	Council Member, City of Los Angeles
Gloria Molina	Los Angeles County Supervisor, First Supervisorial District
Ara Najarian	Council Member, City of Glendale
Pam O'Connor	Mayor, City of Santa Monica
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EXECUTIVE STAFF

Arthur T. Leahy, Chief Executive Officer
Martha Welborne, Chief Planning Officer
Calvin Hollis, Managing Executive Officer
Diego Cardoso, Executive Officer
Shahrzad Amiri, Executive Officer

STAFF

Tham Nguyen, Transportation Planning Manager
Silva Mardrussian, Transportation Planning Manager
Steven Mateer, Transportation Planner
Janna Smith, Transportation Planner
Jingyi Fan, Intern
Clare Kelley, Intern

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Metro’s Role in Supporting Complete Streets: Opportunities	14
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Implementation	17
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LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
COMPLETE STREETS POLICY
EXECUTIVE SUMMARY

The Los Angeles County Metropolitan Transportation Authority (Metro) has developed this Complete Streets Policy (Policy) to establish a standard of excellence for multimodal design. As transportation planner and coordinator, designer, funder, builder and transit operator, Metro has the opportunity to help advance state, regional and local efforts to create a more “complete” and integrated transportation network that serves all users and supports environmental sustainability. The term “Complete Streets” describes a comprehensive, integrated transportation network with infrastructure and design that allows safe and convenient travel along and across streets for all users, including pedestrians, users and operators of public transit, bicyclists, persons with disabilities, seniors, children, motorists, users of green modes¹, and movers of commercial goods. Complete Streets is a high level policy direction that helps redefine how transportation agencies approach streets and highways so that the outcome is a transportation system that balances the needs of all users, regardless of age, ability, or mode of transportation. Through continued and incremental changes in capital projects, regular maintenance, and operations work, the street network will gradually become safer and more accessible for travelers of all ages and abilities.

The Policy advances the vision provided in Metro’s Countywide Sustainability Planning Policy and Implementation Plan and the Metro Board’s Active Transportation Agenda. It is a tool to help guide Metro to better coordinate within the various functions and departments of the agency and between partner organizations that have influence or jurisdiction over the public realm. It identifies opportunities and actions where Metro can support local Complete Streets implementation.

GOAL

The Policy demonstrates Metro’s ongoing commitment to improving mobility in the region and ensuring that streets form a comprehensive and integrated transportation network promoting safe and convenient travel for all users while preserving flexibility, recognizing community context, and using design guidelines and standards that support best practices. The Policy is intended to achieve the following goals:

- Maximize the benefits of transit service and improve access to public transit by making it convenient, safe, and attractive for users;
- Maximize multi-modal benefits and efficiencies;
- Improve safety for all users on the transportation network;
- Facilitate multi-jurisdictional coordination and leverage partnerships and incentive programs to achieve a “complete” and integrated transportation system that serves all users;
- Establish active transportation improvements as integral elements of the countywide transportation system;
- Foster healthy, equitable, and economically vibrant communities where all residents have greater mobility choices.

OUTREACH

Since September 2013, Metro staff has conducted extensive outreach to solicit input in the development of the Complete Streets Policy. Internal feedback was obtained from Metro Planning,

¹ Green modes refer to a growing category of clean mobility options that include active transportation, rideshare, transit, and clean fueled vehicles.

Complete Streets Policy

Operations and Construction Departments, as well as input from agency partners, including the Metro Technical Advisory Committee and its Subcommittees, the California Department of Transportation (Caltrans), Southern California Association of Governments (SCAG), Councils of Governments, and other stakeholders. On February 12, 2014, Metro convened a stakeholder workshop to solicit input that drew over 250 participants, consisting of representatives from local and regional government, Metro staff from various departments, transit operators, the private sector, health sector, nonprofits, advocates, and other stakeholders. The Policy was subsequently released for stakeholder review and comments and a second workshop was convened on August 19, 2014, which over 280 participants attended to provide input to the draft Policy.

COMPLETE STREETS POLICY STATEMENT

Principles

The following principles guide Metro's core commitments to include the needs of all users, regardless of how they travel, into the everyday decision-making process:

1. Complete Streets Serving All Users and Modes. Metro expresses its commitment to work with partner agencies and local jurisdictions to plan and fund Complete Streets that provide safe, comfortable, and convenient travel along and across streets (including streets, roads, transit facilities, highways, bridges, and other portions of the transportation system) through a comprehensive, integrated transportation network that serves all categories of users, including pedestrians, users and operators of public transit, bicyclists, persons with disabilities, seniors, children, motorists, users of green modes, and movers of commercial goods. It may not be effective to modify all streets to accommodate all modes equally. Modal priorities may need to be established for key arterials based on context sensitive evaluations, public feedback, and a review of relevant data. Some streets may be prioritized for transit travel, others for walking, bicycling, vehicle travel, goods movement, or other types of modes. Some streets may have robust facilities that accommodate all modes; however, a number of streets might not contain all these features due to physical right of way constraints, connection with local context and local demand, and other considerations. However, all streets will allow for safe travel within an integrated transportation network.

2. Context Sensitivity. In planning and implementing transportation projects, Metro departments, partner agencies, and funding recipients will maintain sensitivity to local conditions in both residential and business districts as well as urban, suburban, and rural areas, and will work with residents, merchants, and other stakeholders to ensure that a strong sense of place ensues. Improvements that will be considered shall contribute to safe travel for all users and be consistent with best practices.

3. Complete Streets Routinely Addressed by All Departments. All relevant departments at Metro, partner agencies, and funding recipients will work towards making Complete Streets practices a routine part of everyday operations; approach every relevant project, program, and practice as an opportunity to improve streets and the transportation network for all categories of users; and work in coordination with other departments, agencies, and jurisdictions to maximize opportunities for Complete Streets, connectivity, and cooperation.

4. All Projects and Phases. Complete Streets infrastructure sufficient to enable reasonably safe travel along and across the right of way for each category of users will be incorporated into all planning, funding, design, approval, and implementation processes for any transit and highway planning and design, new construction, reconstruction, retrofits, rehabilitations, and capital grant programs, except that specific infrastructure for a given category of users may be excluded if an exception is approved via the process set forth in the "Exceptions" section of this Policy. Even for projects with limited scope, opportunities to implement incremental improvements leading to long-term accommodations

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for all users shall be incorporated. In new Metro corridor projects, intermodal connectivity elements shall be an intrinsic part of the project's scope in environmental documents, to the extent required, and project definition for construction.

Implementation

1. Design. Metro will design and evaluate projects using the latest design standards and innovative design options, with a goal of balancing user needs. Metro strongly encourages partner agencies and Metro fund recipients to use the best design guidelines and standards to foster safe travel for all users.

2. Network/Connectivity. Metro will work with partner agencies and local jurisdictions to incorporate Complete Streets infrastructure into transit and highway planning and design, new construction, reconstruction, retrofits, rehabilitations, and Metro capital grant programs to improve the safety and convenience of all users, with the particular goal of creating a connected network of facilities accommodating each category of users, and increasing connectivity across jurisdictional boundaries and for anticipated future transportation investments. Transportation facilities are long-term investments that shall anticipate likely future demand for walking, bicycling, and transit facilities and not preclude the provision of future improvements. These facilities should address the need for pedestrians and bicyclists to cross corridors as well as travel along them; this may include, but is not limited to, addressing the need along an adjacent corridor. Even where pedestrians and bicyclists may not commonly use a particular travel corridor that is being improved or constructed, key points should be identified for cross corridor accessibility. Therefore, the design of intersections, interchanges and bridges shall accommodate bicyclists and pedestrians in a manner that is safe, accessible, and convenient.

3. Implementation Next Steps. Metro will take the following specific next steps to implement this Complete Streets Policy:

- A. Plan Consultation and Consistency: Maintenance, planning, and design of projects affecting the transportation system will be consistent with local bicycle, pedestrian, transit, multimodal, goods movement and other relevant plans.
- B. Stakeholder Consultation: Develop and/or clearly define a process to allow for continued stakeholder involvement on projects and plans including, but not limited to, local bicycle and pedestrian advisory groups, transit riders and operators, accessibility advisory groups, automobile interests, movers of commercial goods, businesses, residents, emergency responders, and/or other stakeholders, as defined necessary to support implementation of this Complete Streets Policy by Metro. Consultation with these stakeholders is part of the overall project outreach effort.
- C. As identified in Table 2.

4. Performance Measures. Metro will develop additional performance metrics and track progress toward achieving sustainability policies and priorities, including Complete Streets implementation, which will be included in the annual Sustainability Report developed by the Countywide Planning and Development Department. In addition, all relevant capital grant funding recipients shall perform evaluations of how well the streets and transportation network planned, designed, implemented, and funded by Metro are serving each category of users by collecting baseline data and collecting follow-up data after project implementation. This requirement has been incorporated into the 2015 Call for Projects cycle and will apply to all subsequent capital grant funding program cycles.

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Exceptions

Metro is committed to considering all users of the roadway during conception and development of projects led by the agency. The exceptions below apply to Metro's capital grant programs for projects in which Metro does not directly control and are implemented by local jurisdictions. Projects that seek Complete Streets exceptions within upcoming Metro capital grant funding program cycles must be documented with supporting data that indicates the reasons for the decision and are limited to the following:

1. Non-motorized users are prohibited on the roadway by law (e.g., specific freeways and expressways that prohibit pedestrian and bicycle travel as specified by local or state law). In this case, key points should be identified for cross corridor accessibility. The design of intersections, interchanges and bridges shall accommodate bicyclists and pedestrians in a manner that is safe, accessible, and convenient.
2. Scarcity of population, travel and attractors, both existing and future, indicate an absence of need for such accommodations.
3. Detrimental environmental or social impacts outweigh the need for these accommodations.
4. Cost of accommodations is excessively disproportionate to the cost of the project, as set forth in the Federal Highway Administration (FHWA) Accommodating Bicycle and Pedestrian Travel http://www.fhwa.dot.gov/environment/bicycle_pedestrian/guidance/design_guidance/design.cfm.

The recommendation for exceptions will be made by the lead staff responsible for the application evaluation of the grant funding program. However, the exceptions will be considered by the Metro Board of Directors as part of the review for award of funding. The exceptions shall be documented and included in the funding recommendation report to the Metro Board of Directors and posted on Metro's Complete Streets webpage.

INTRODUCTION

The Los Angeles County Metropolitan Transportation Authority (Metro) has developed this Complete Streets Policy (Policy) to establish a standard of excellence for multimodal design. A Complete Streets approach views all transportation improvements as opportunities to create safe, more accessible streets for all users, including public transit users and operators, pedestrians, bicyclists, children, persons with disabilities, seniors, motorists, users of green modes², and movers of commercial goods. As transportation planner and coordinator, designer, funder, builder and transit operator, Metro has the opportunity to help advance state, regional and local efforts to create a more “complete” and integrated transportation network that serves all users and supports environmental sustainability. Metro has been entrusted with expanding the County’s transit system and planning highway improvements over the next decades that will support the public’s interest in more travel choices.

As a Regional Transportation Planning Agency, Metro does not own or operate many elements of the region’s transportation system, particularly the public rights of way. However, the agency is responsible for programming a significant portion of the County’s transportation funds and for the planning and funding of the regional transit system and highway corridors. In this capacity, Metro approaches implementation of regional policies through a combination of financial investments based on policy-driven funding criteria; by providing a policy framework and guidance to local agencies; and through collaboration with local jurisdictions and regional, state, and federal partners to advance the region’s transportation agenda. In addition, Metro operates an extensive and expanding transit network within the County. Although the streets and infrastructure that comprise the first/last mile, the portion of the journey where transit passengers get to a

² Green modes refer to a growing category of clean mobility options that include active transportation, rideshare, transit, and clean fueled vehicles.

transit stop or from the transit stop to their final destination, fall outside the boundaries of Metro’s jurisdiction and control, these elements remain critical components of an effective public transportation system. Metro recognizes that the planning and coordinated development of Complete Streets infrastructure not only can improve regional transportation effectiveness but also provides benefits for local governments in the areas of infrastructure cost savings; public health; and environmental sustainability and acknowledges the benefits and value for the public health and welfare of reducing vehicle miles traveled and increasing transportation choices.

GOAL

The Complete Streets Policy demonstrates Metro’s ongoing commitment to improving mobility in the region and ensuring that streets form a comprehensive and integrated transportation network promoting safe and convenient travel for all users while preserving flexibility, recognizing community context, and using design guidelines and standards that support best practices. The Policy is intended to achieve the following goals:

- Maximize the benefits of transit service and improve access to public transit by making it convenient, safe, and attractive for users;
- Maximize multi-modal benefits and efficiencies;
- Improve safety for all users on the transportation network;
- Facilitate multi-jurisdictional coordination and leverage partnerships and incentive programs to achieve a “complete” and integrated transportation system that serves all users;
- Establish active transportation improvements as integral elements of the countywide transportation system;
- Foster healthy, equitable, and economically vibrant communities where all residents have greater mobility choices.

BACKGROUND

The Policy is to further the vision laid out in the Metro Board-adopted Countywide

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Sustainability Planning Policy and Implementation Plan, which guides the integration of sustainability in the agency's planning functions. The Policy will further advance the Board's Active Transportation Agenda, which includes short and long term strategies for leveraging urban design, partnerships and project development to create environments that promote walking, bicycling, transit use, and public health.

POLICY CONTEXT

Federal

Federal, state, regional, and local policies have echoed the need for accommodating all users of the roadway. The U.S. Department of Transportation Policy Statement on Bicycle and Pedestrian Accommodation Regulations and Recommendations supports the development of fully integrated active transportation system networks, which foster safer, more livable, family-friendly communities; promote physical activity and health; and reduce vehicle emissions and fuel use. The policy encourages transportation agencies to go beyond the minimum requirements and to proactively provide convenient, safe, and context-sensitive facilities that accommodate people of all ages and abilities, including people too young to drive, people who cannot drive, and people who choose not to drive. Furthermore, Federal Transit Law specifies that all pedestrian improvements located within one-half mile and all bicycle improvements located within three miles of a public transportation stop or station have a de facto physical and functional relationship to public transportation.

State and Regional

The State of California has emphasized the importance of Complete Streets by enacting the California Complete Streets Act of 2008 (AB 1358), which requires that when cities or counties make substantive revisions to the circulation elements of their general plans, they identify how they will provide for the mobility needs of all users of the roadways. The California Department of Transportation's Deputy Directive 64-R1 emphasizes all transportation improvements as opportunities to improve safety, access, and mobility for all

travelers in California and recognizes bicycle, pedestrian, and transit modes as integral elements of the transportation system. The California Global Warming Solutions Act of 2006 (AB 32) sets a mandate for the reduction of greenhouse gas emissions in the state, and the Sustainable Communities and Climate Protection Act of 2008 (SB 375) requires emissions reductions through coordinated regional planning that integrates transportation, housing, and land-use policy. Achieving the goals of these laws will require significant increases in travel by public transit, bicycling, and walking. Strategies to support greenhouse gas emissions targets in support of SB 375 were adopted by the Southern California Association of Governments in the 2012-2035 Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS). In 2013, the State enacted SB 743, which eliminates level of service (LOS) metrics for projects within Transit Priority Areas. Under SB 743, the Governor's Office of Planning and Research has been tasked with developing alternative criteria to LOS. Particularly within areas served by transit, the alternative criteria must promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses.

The Metro Board has been a champion for sustainability and supportive of federal and state policy initiatives to address climate change and promote sustainable transportation. In April 2011, the Board directed staff to develop a Health and Active Transportation Agenda, which includes short and long term strategies for leveraging urban design, partnerships and project development to create environments that promote walking and biking, transit use, and public health. This was followed in July 2012 by the Board's adoption of the Metro/SCAG Joint-Work Program to support the RTP/SCS and advance sustainable transportation options. In December 2012, the Board adopted the Countywide Sustainability Planning Policy and Implementation Plan to guide the integration of sustainability in the agency's planning functions. In April 2014, the Board adopted the



Figure 1. Complete Streets are streets for everyone. They are designed and operated to enable safe access for all users. Photos (1-4 from left): Dan Burden, Walkable and Livable Communities Institute. Photo on right: Metro.

First Last Mile Strategic Plan, which outlines a specific infrastructure improvement strategy designed to facilitate easy, safe, and efficient access to the Metro system. In June 2014, the Board approved the expansion of membership on Metro's legislatively mandated Technical Advisory Committee to include two voting members and alternates representing active transportation, one for bicycle issues and one for pedestrian issues, and one ex-officio (non-voting) and alternate representing public health issues.

The development of a Metro Complete Streets Policy is a continuation of the agency's commitment to supporting an integrated multimodal transportation system. The Policy complements a number of Metro Board-adopted policies and directives, including, but not limited to, the following:

- Developing an Active Transportation Finance Strategy Motion, July 2014;
- First Last Mile Strategic Plan and Planning Guidelines, April 2014;
- Countywide Sustainability Planning Policy and Implementation Plan, December 2012;
- Metro/ SCAG Joint-Work Program, July 2012;
- Transit Service Policy, July 2012;
- Active Transportation Agenda, November 2011;
- Health and Active Transportation Motion, April 2011 (Item #17);
- Enhanced MTA Bicycle Policies and Programs Motion, September 2010; and

- Bicycle Transportation Strategic Plan, June 2006.

Local Jurisdictions

Within Los Angeles County, a number of local jurisdictions have adopted policies and resolutions or updated the circulation element of the General Plan, or in the process of doing so, to support Complete Streets and advance the health, safety, welfare, economic vitality, and environmental well-being of their communities as summarized in Attachment 1.

Historically, the streets throughout Los Angeles County carried a world-class transit system consisting of streetcars, light rail, and buses that connected cities throughout the County and between neighboring regions in Southern California. These streets accommodated many different modes of transportation. Through policies and investments that prioritized the movement of automobiles, the streets became more incomplete and limited transportation choices by making walking, bicycling, and taking public transportation inconvenient and unattractive. Although many arterials have infrastructure for automobiles and transit, most have sidewalks, and some have bicycle lanes, the challenge lies with the quality of those facilities, rather than the mere presence of these elements, and whether they are integrated into a seamless network. For example, streets may have elements for different users. However, sidewalks may be broken. Street crossings may be lengthy and dangerous. Sidewalks may

lack curb ramps for ADA access. There may be bicycle lanes, but those lanes may be poorly designed or may not be integrated into a bicycle network, leaving gaps in the system that create unsafe conditions for bicyclist trying to travel from point A to point B. Therefore, improvements can be made to better facilitate transit, pedestrian, and bicycle travel across the transportation system. Given the increasingly congested nature of our roadways, getting more productivity out of the existing road and public transportation systems is vital to increasing mobility.³

DEFINING COMPLETE STREETS

The term “Complete Streets” describes a comprehensive, integrated transportation network with infrastructure and design that allows safe and convenient travel along and across streets for all users, including pedestrians, users and operators of public transit, bicyclists, persons with disabilities, seniors, children, motorists, users of green modes, and movers of commercial goods. The California Department of Transportation defines a Complete Street as “a transportation facility that is planned, designed, operated, and maintained to provide safe mobility for all users, including bicyclists, pedestrians, transit riders, and motorists appropriate to the function and context of the facility.”⁴ Complete Streets is a high level policy direction that helps redefine how transportation agencies approach streets and highways so that the default outcome is a transportation system that balances the needs of all users, regardless of age, ability, or mode of transportation. Through continued and incremental changes in capital projects, regular maintenance and operations work, the street network gradually becomes safer and more accessible for travelers of all ages and abilities.

³ National Complete Streets Coalition. <http://www.smartgrowthamerica.org/complete-streets/complete-streets-fundamentals/complete-streets-faq/>

⁴ California Department of Transportation. (October 2008). Deputy Directive 64-R1: Complete Streets – Integrating the Transportation System.

Since communities have different context, needs, and characteristics, Complete Streets is a flexible, comprehensive planning and design approach to transportation. There is no specific design prescription; each street is unique and its design reflects the context of the community and street network. Each street project is considered within the context of the overall transportation system.

Some streets may be prioritized for pedestrian travel, others for transit, bicycling, motorists, or goods movement. Some streets will have robust facilities that accommodate all modes; however, many streets might not contain all those features due to physical right of way constraints and other considerations. A Complete Street in a suburban setting will look very different from a highly urbanized area. But all streets will allow for safe travel within an integrated network.

Completes Streets Policies Across the U.S.

Over 600 jurisdictions throughout the United States have adopted Complete Streets policies, which can take the form of ordinances, resolutions, inclusion in general plans, policies adopted by city and county councils, rewrites to design guidelines, internal memos from directors of transportation agencies, and executive orders from elected officials. According to the National Complete Streets Coalition, which has been compiling decades of research and practice on this topic, an ideal Complete Streets policy includes the following ten elements:

1. Includes a vision for how and why the community wants to complete its streets.
2. Specifies that ‘all users’ includes pedestrians, bicyclists and transit passengers of all ages and abilities, as well as trucks, buses and automobiles.
3. Applies to both new and retrofit projects, including design, planning, maintenance, and operations, for the entire right of way.
4. Makes any exceptions specific and sets a clear procedure that requires high-level approval of exceptions.

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5. Encourages street connectivity and aims to create a comprehensive, integrated, connected network for all modes.
6. Is adoptable by all agencies to cover all roads.
7. Directs the use of the latest and best design criteria and guidelines while recognizing the need for flexibility in balancing user needs.
8. Directs that Complete Streets solutions will complement the context of the community.
9. Establishes performance standards with measurable outcomes.
10. Includes specific next steps for implementation of the policy.

Additional information on each policy element is available at <http://www.smartgrowthamerica.org/complete-streets/changing-policy/policy-elements>.

CHALLENGES

Numerous cities and authorities have jurisdiction over the public realm throughout the county. The development of an integrated transportation network that serves all users requires collaboration among the many custodians of the transportation system. Challenges to implementing Complete Streets projects include concerns about increased project cost, limited funding availability, auto-centric policies and guidelines, concerns about impacts on congestion, first and last mile challenges to connect to transit, potential operational conflicts between transit operations and bicycle facilities, provision for goods movement, coordination between land use and transportation, and the need for educating transportation professionals and decision makers to implement Complete Streets.

Cost and Funding

The concern about increased project cost and limited funding availability were mentioned as barriers to implementing Complete Streets. Although a Complete Streets approach can ultimately save agencies money over the long run, there can be upfront costs for educating transportation staff, updating internal agency

CASE STUDY: Managing Traffic in the Sacramento Region. The City of Sacramento uses the opportunity presented by regular road maintenance work to add missing crosswalks and bicycle lanes and reduce exceedingly wide lanes to improve road safety for all travel modes in many neighborhoods. This has proven to be a cost-effective way to create more complete streets over time. On several streets receiving new treatments, the City has seen total collisions drop by 32% and even sharper reductions in bicycle and pedestrian crashes.

Source: National Complete Streets Coalition and Local Government Commission. (2012) It's a Safe Decision: Complete Streets in California.

CASE STUDY: A Low Cost Complete Streets Project Helps Improve a Neighborhood in San Diego. The City added a mid-block street crossing with a wide, high-visibility crosswalk and a pedestrian refuge island on Adams Avenue, for a total cost of \$20,000 in a lower-income neighborhood. According to Andy Hamilton, President of WalkSanDiego, the project has "made a huge difference calming the traffic for two blocks; giving a whole neighborhood better access to its only park." On another low cost project, the City spent \$4,500 to enhance safety and calm traffic through the application of paint and the installation of a few bollards at the 50th and University Avenue intersection.



Photo: Andy Hamilton

Source: National Complete Streets Coalition and Local Government Commission. (2012) It's a Safe Decision: Complete Streets in California.

procedures and processes, designing and constructing Complete Streets treatments. However, cost savings can be achieved by creating more efficiency in how roadway funds

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are spent so that all modes are considered during the initiation of project planning and design rather than retrofitting the project in the future, which can be more costly. In some instances, the cost of developing a Complete Street can be high; however, many Complete Streets improvements can also be modest in size and low cost. With a Complete Streets approach, every time work is done to the street, it is made better for more users. This means that small and routine tasks such as restriping and updating signal timing, not just the larger construction and reconstruction projects, provide opportunities to implement Complete Streets. Many small, low-cost improvements can, when thoughtfully implemented over time, create a much friendlier and safer environment for everyone.

Within Los Angeles County, various federal, state, and local funding sources are available to implement complete streets, as shown in Table 1. Additional offsets can be achieved by timing and coordinating complete streets implementation with routine roadway maintenance, street repaving, retrofits, and other capital improvement projects; re-prioritizing projects and allocating funds to projects that improve overall mobility; and pursuing grant opportunities and new funding sources.

Policies

The streets in Los Angeles County once carried an extensive transit system and accommodated different modes of transportation. However, policies and funding over the course of the twentieth century began prioritizing a singular mode, as automobiles became more prevalent. Streets were retrofitted or built that facilitated automobile travel but provided limited transportation options for other modes, such as walking, bicycling, and taking public transportation, which became inconvenient and unattractive travel choices. When more single-occupancy vehicles use the roadway, it can create congestion that ultimately affects the travel time for transit, making it less convenient. Conflicts with existing plans and policies pose challenges for implementation of Complete

Streets. For example, each local jurisdiction has an adopted General Plan, which includes a circulation element. Many of these plans were developed prior to the California Complete Streets Act of 2008 and primarily focus on prioritizing auto travel. Although a number of

Table 1. Potential Funding Sources for Complete Streets in Los Angeles County

Local
Propositions A Local Return
Proposition C Local Return
Proposition C 25%
Measure R Local Return
Transportation Development Act Article 3
Transportation Development Act Article 8
Developer Mitigation Fees
Gas Tax
ExpressLanes Net Toll Revenue
State
Active Transportation Program
Cap and Trade
Federal
Congestion Mitigation and Air Quality Program
Regional Surface Transportation Program
Surface Transportation Program Local
Urbanized Area Formula Grant (5307)
Enhanced Mobility of Seniors and Individuals with Disabilities (5310)
Formula Grants for Rural Areas (5311)

jurisdictions within the county have updated their circulation elements to be consistent with state law, many local jurisdictions have yet to do so. This is complicated by the fact that local jurisdictions may face tight budgetary constraints.

Prior to the passage of SB 743, the analyses of environmental impacts under the California Environmental Quality Act (CEQA) focused on the delay that vehicles experience at intersections and on roadway segments. Many jurisdictions currently use auto delay standards, such as level of service (LOS), to assess potential traffic impacts during a project's environmental review. Mitigation for LOS impacts typically involves reducing project size or adding motor vehicle capacity. Without affecting project demand, reducing the size of

the project simply transfers development, and its associated traffic, elsewhere. When infill projects are reduced in size, development may be pushed to less transportation-efficient locations, which results in greater total travel. Meanwhile, adding motor vehicle capacity may induce additional vehicle travel, which negatively impacts the environment and human health. It also negatively impacts other modes of transportation, lengthening pedestrian crossing distances, adding delay and risk to pedestrian travel, displacing bicycle and dedicated transit facilities, and adding delay and risk to those modes of travel. Tradeoffs frequently occur between automobile convenience and the provision of safe and efficient facilities for active modes and users of transit. LOS metrics mischaracterize transit, bicycle, and pedestrian improvements as being detrimental to transportation, since any improvements for other modes that might inconvenience motorists is characterized as an impediment to transportation.⁵ In response to SB 743, the Governor's Office of Planning and Research (OPR) has issued draft guidance that proposes the use of vehicle miles traveled as the performance measure for transportation impacts of a project under CEQA, shifting the focus to reduction of greenhouse gas emissions, creation of multimodal networks, and promotion of a mix of land uses.^{6,7} A project's effect on automobile delay does not

⁵ State of California Governor's Office of Planning and Research. (2013). Preliminary Evaluation of Alternative Methods of Transportation Analysis. <http://www.opr.ca.gov/docs/PreliminaryEvaluationTransportationMetrics.pdf>

⁶ State of California Governor's Office of Planning and Research. (2013). Preliminary Evaluation of Alternative Methods of Transportation Analysis. <http://www.opr.ca.gov/docs/PreliminaryEvaluationTransportationMetrics.pdf>

⁷ State of California Governor's Office of Planning and Research. (2014). Updating Transportation Impacts Analysis in the CEQA Guidelines: Preliminary Discussion Draft of Updates to the CEQA Guidelines Implementing Senate Bill 743 (Steinberg, 2013). http://www.opr.ca.gov/docs/Final_Preliminary_Discussion_Draft_of_Updates_Implementing_SB_743_080614.pdf

constitute a significant environmental impact. The comment period for the draft OPR guideline has been extended until November 21, 2014. Jurisdictions with policies that focus primarily on the automobile may conflict with those of a Complete Streets Policy.

Transit Operations in the Context of Complete Streets

There are a number of challenges with improving first and last mile connections to transit in Los Angeles County. In many situations, especially along higher traveled corridors, right-of-way is limited and already encumbered. Providing robust access facilities could potentially put strain on other complementary travel modes. For example, providing protected bike lanes on a heavily used transit access route may affect vehicular throughput and bus operations in some instances. Coordination is a challenge since there are many custodians of the public realm.⁸ In some instances, lane reallocations to accommodate bicycle facilities have not been coordinated with bus operators ahead of time, leading to transit operational conflicts resulting from these new facilities. Although Metro is committed to the continuous improvement of an efficient and effective transportation system for the County, the agency does not own or have jurisdictional control over transit access routes beyond the immediate footprint of station facilities. In addition, the physical environment poses a challenge for transit users, including the lengthy distance and time to access stations, broken sidewalks, and hazardous street crossings.⁹

All these challenges can be addressed through thoughtful consideration, strategic planning, engineering, design and, most importantly, active coordination.¹⁰ Metro is currently developing guidelines to coordinate with local

⁸ Los Angeles County Metropolitan Transportation Authority and Southern California Association of Governments. (2014). First Last Mile Strategic Plan and Planning Guidelines. http://media.metro.net/docs/sustainability_path_design_guidelines.pdf

⁹ Ibid

¹⁰ Ibid

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jurisdictions early in the process to avoid and resolve potential transit operational conflicts as local agencies implement Complete Streets.

Provision for Goods Movement

Movers of commercial goods are another important user of the transportation system, as they provide significant economic benefits to Los Angeles County and enable goods, primarily by truck, to travel to and from warehouses, to local retail stores, businesses, and homes.

To operate, trucks require adequate intersection width and parking/loading zones to deliver their goods. Furthermore, implementing bicycle and pedestrian projects on arterials with high truck volume could inadvertently create and/or increase conflicts between those modes. Therefore, provision for goods movement and coordination with goods movement stakeholders will be essential when planning for Complete Streets improvements. In doing so, potential conflicts between trucks and other users can be minimized or avoided.

Land Use and Transportation

Coordination and integration of land use and transportation are critical to facilitating healthy, sustainable, livable communities. Land use decisions affect the transportation system and can increase travel options for people to access opportunities, employment, services, goods, and other resources and improve the quality of their lives.¹¹ In turn, transportation investments and decisions may affect land use development demand, choices, and patterns.¹²

Metro, in most instances, does not have direct authority over land use, which is overseen by local jurisdictions. However, Metro recognizes the importance of the relationship between transportation and land use and encourages

¹¹ U.S. Department of Transportation Federal Highway Administration. Coordinating Land Use and Transportation: What is the Role of Transportation?

http://www.fhwa.dot.gov/planning/processes/land_use/

¹² Ibid

local agencies to adopt land use regulations that improve access to transit and support sustainable transportation. Complementary Metro policies that address land use include the Countywide Sustainability Planning Policy and Implementation Plan and Joint Development Policy. Metro is currently developing a Transit Oriented Development (TOD) Toolkit to serve as a resource for local jurisdictions interested in implementing transit supportive land use regulatory changes. In addition, Metro's TOD Planning Grant Program provides funding to local jurisdictions to accelerate the adoption of local land use regulations that will increase access to transit and improve utilization of public transit.

Training and Education

Since a Complete Streets approach represents a change from "business as usual," ongoing training and education is necessary to ensure that planners, engineers, and partner agencies learn how to incorporate appropriate design elements into road projects, as well as have a thorough understanding of new processes and procedures. Community leaders need to understand how the general policy goals will manifest into actual projects implemented on the ground. Communication with the public will be an essential element to ensure that the street project reflects the context, needs, and desires of the community. Transportation professionals should be able to convey how the project benefits residents, businesses, and other stakeholders nearby.

METRO'S ROLE IN SUPPORTING COMPLETE STREETS: OPPORTUNITIES

The Complete Streets Policy builds upon projects and programs already underway at Metro to increase mobility options, improve air quality and health, and strengthen the economy in Los Angeles County jurisdictions. It is a tool to help guide Metro to better coordinate within the various functions and departments of the agency and between partner organizations that have influence or jurisdiction over the public realm. To maximize the benefits of significant transportation investments within the county over the next decades, concerted effort and

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active collaboration within the organization and among partner agencies are necessary to create a fully integrated transportation system that serves all users.

A review of policies, plans and practices across a number of Metro departments and functional areas (e.g., Planning, Engineering and Construction, Joint Development, Operations), as well as input from Metro staff and external stakeholders, revealed opportunities to further enhance the existing activities underway at Metro to support Complete Streets. Two of the agency's major functions that have significant influence over the public realm include corridor planning and transportation funding. Opportunities to enhance these efforts, as well as other activities and programs, are discussed below and in Table 2.

Corridor Planning

Metro, in collaboration with local jurisdictions, plans, designs and constructs transit corridor projects that will significantly expand the transit network throughout the county over the next decades. There have been instances where key intermodal connectivity elements, such as bus layover and first/last mile facilities were removed from a project's scope during post-planning phases of project implementation. For example, a critical bus layover facility was removed from the project definition of a Metro rail project as a "value engineering" decision. Although the facility may still be funded or implemented, possibly as a separate project, a clearer statement in the project definition may have more strongly supported its implementation. A statement of this type is critical at the beginning of the planning phase, such as during the development of the Purpose and Need Statement, and further emphasized at the completion of the planning phase. Intermodal connectivity elements provide a means by which a new transit project, or transit-oriented developments built by developers through Metro's Joint Development Program, becomes useful to passengers beyond the immediate transit corridor area, and is therefore

fundamental to the overall success of the project.¹³

In new projects, these issues can be addressed by better defining intermodal connectivity elements as an intrinsic part of the project's scope during project planning and in environmental documents, to the extent required, and project definition for construction. Key sections of environmental documents where Metro can better specify the intermodal connectivity elements are in the Purpose and Need Statement, Project Definition, Basis of Design, and Mitigation Measures.¹⁴ For transit projects currently underway or already in operation, Metro has developed a First Last Mile Strategic Plan to outline a specific infrastructure improvement strategy designed to facilitate easy, safe, and efficient access to the Metro system.

Transportation Funding

Metro is responsible for the distribution of local, state and federal transportation funds in Los Angeles County. Over the next ten years, transportation funds available to local jurisdictions through local return sales tax revenue (i.e., Proposition A, Proposition C, Measure R), gas tax, and federal STP-L are estimated to reach over \$10 billion.¹⁵ These funds are used by local jurisdictions throughout the County for transportation projects and distributed on a per capita basis. In addition, Metro uses a Call for Projects process for programming regional funds to cities, the County, and local agencies. Opportunities exist to leverage these sources to incentivize partner agencies to develop projects that serve all users of the roadway and to promote greater efficiency in how transportation funds are used, for example to:

¹³ Los Angeles County Metropolitan Transportation Authority. (2013). Review of Policies, Plans and Practices Related to Transit Service Planning and Delivery.

¹⁴ Ibid

¹⁵ Los Angeles County Metro Transportation Authority. (2014). Board Report: 2014 Short Range Transportation Plan. Appendix G.. http://media.metro.net/board/items/2014/07_july/20140724rbmitem25.pdf

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- encourage agencies to coordinate complete streets implementation with routine roadway maintenance, street repaving, retrofits, widenings;
- consider all users during project planning and design to avoid costly retrofits in the future;
- re-prioritize projects that provide the greatest mobility benefits.

Other agencies with a similar funding role as Metro have addressed this through project selection and funding. For example, the Metropolitan Transportation Commission (MTC) administers the One Bay Area grant program in the San Francisco Bay Area to support the Sustainable Communities Strategies. Local jurisdictions can meet the Complete Streets requirements by either adopting a Complete Streets Resolution that incorporates MTC's elements or a General Plan that complies with the California Complete Streets Act of 2008.¹⁶

Local jurisdictions throughout the County have used grants awarded through the Call for Projects Program to fund regionally significant projects that improve multimodal corridors, enhance streetscape, improve linkages to transit and spur innovations. An increasing share of Call for Projects funds over the last ten years has been used to promote active transportation projects. Since the 2011 Call for Projects cycle, Metro has included an impact checklist in applications to encourage applicants to document how the needs of pedestrians and bicyclists were considered in the process of planning and/or designing the proposed project. Within the Regional Surface Transportation Improvements modal category, a significant number of points have been assigned to encourage multimodal projects. With each cycle of the program, Metro continues to refine the application and process

¹⁶ Co, Sean. (2012). Memorandum: One Bay Area Grant: Complete Streets Required Elements. <http://www.mtc.ca.gov/funding/onebayarea/CompleteStreetsResoOBAG2.pdf>

to encourage multimodal projects that benefit the region.

However, opportunities exist to further enhance the program to:

- encourage high quality design,
- improve integration between modes,
- reduce modal conflicts (e.g., projects that widen roadways to increase vehicle capacity should also address how lengthening the crossing distance impacts pedestrians and transit passengers crossing the streets),
- avoid piecemeal or inefficient investments,
- maximize person throughput, and
- streamline application process for multimodal projects that provide the greatest mobility benefits.

Opportunities exist to eliminate such conflicting effects by:

- providing more rigorous performance criteria to select projects that improve mobility and access for all modes and increase person throughput,
- prioritizing projects that are designed to mitigate modal conflicts,
- training project evaluation staff to distinguish between complete streets versus incomplete streets projects,
- providing additional tools to increase coordination between Modal Leads and improving tracking of all projects to ensure that those awarded under different modal categories located in the same corridor are not cancelling the benefits of each other (e.g., a road-widening project to increase automobile throughput would not be funded in the same corridor as a traffic calming streetscape project).

Opportunities to support Complete Streets were also identified in other functional areas and programs at Metro, including Joint Development, Transit Project Delivery, and Operations, which are summarized in Table 2.

COMPLETE STREETS POLICY STATEMENT

Principles

The principles below guide Metro's core commitments to include the needs of all users, regardless of how they travel, into the everyday decision-making process.

1. Complete Streets Serving All Users and Modes. Metro expresses its commitment to work with partner agencies and local jurisdictions to plan and fund Complete Streets that provide safe, comfortable, and convenient travel along and across streets (including streets, roads, transit facilities, highways, bridges, and other portions of the transportation system) through a comprehensive, integrated transportation network that serves all categories of users, including pedestrians, users and operators of public transit, bicyclists, persons with disabilities, seniors, children, motorists, users of green modes, and movers of commercial goods. It may be ineffective to enhance all streets to accommodate all modes equally. Modal priorities may need to be established for key arterials based on context sensitive evaluations, public feedback, and a review of relevant data. Some streets may be prioritized for transit travel, others for walking, bicycling, vehicle travel, goods movement, or other types of modes. Some streets may have robust facilities that accommodate all modes; however, a number of streets might not contain all these features due to physical right of way constraints, connection with local context, and other considerations. However, all streets will allow for safe travel within an integrated transportation network.

2. Context Sensitivity. In planning and implementing transportation projects, Metro departments, partner agencies, and funding recipients will maintain sensitivity to local conditions in both residential and business districts as well as urban, suburban, and rural areas, and will work with residents, merchants, and other stakeholders to ensure that a strong sense of place ensues. Improvements that will be considered shall contribute to safe travel for all users and be consistent with best practices,

such as the Metro First/Last Mile Strategic Plan, NACTO Urban Street Design Guide, NACTO Urban Bikeway Design Guide, Los Angeles County Model Design Manual for Living Streets, or equivalent.

3. Complete Streets Routinely Addressed by All Departments. All relevant departments at Metro, partner agencies, and funding recipients will work towards making Complete Streets practices a routine part of everyday operations; approach every relevant project, program, and practice as an opportunity to improve streets and the transportation network for all categories of users; and work in coordination with other departments, agencies, and jurisdictions to maximize opportunities for Complete Streets, connectivity, and cooperation.

4. All Projects and Phases. Complete Streets infrastructure sufficient to enable reasonably safe travel along and across the right of way for each category of users will be incorporated into all planning, funding, design, approval, and implementation processes for any transit and highway planning and design, new construction, reconstruction, retrofits, rehabilitations, and capital grant programs, except that specific infrastructure for a given category of users may be excluded if an exception is approved via the process set forth in the "Exceptions" section of this policy. Even for projects with limited scope, opportunities to implement incremental improvements leading to long-term accommodations for all users shall be incorporated. In new Metro corridor projects, intermodal connectivity elements shall be an intrinsic part of the project's scope in environmental documents, to the extent required, and project definition for construction.

Implementation

1. Design. Metro will design and evaluate projects using the latest design standards and innovative design options, with a goal of balancing user needs. Metro strongly encourages partner agencies and Metro fund recipients to use the best design guidelines and standards to foster safe travel for all users.

Complete Streets Policy

2. Network/Connectivity. Metro will work with partner agencies and local jurisdictions to incorporate Complete Streets infrastructure into transit and highway planning and design, new construction, reconstruction, retrofits, rehabilitations, and Metro capital grant programs to improve the safety and convenience of all users, with the particular goal of creating a connected network of facilities accommodating each category of users, and increasing connectivity across jurisdictional boundaries and for anticipated future transportation investments. Transportation facilities are long-term investments that shall anticipate likely future demand for walking, bicycling, and transit facilities and not preclude the provision of future improvements. These facilities should address the need for pedestrians and bicyclists to cross corridors as well as travel along them; this may include, but is not limited to, addressing the need along an adjacent corridor. Even where pedestrians and bicyclists may not commonly use a particular travel corridor that is being improved or constructed, key points should be identified for cross corridor accessibility. Therefore, the design of intersections, interchanges and bridges shall accommodate bicyclists and pedestrians in a manner that is safe, accessible, and convenient.

3. Implementation Next Steps. Metro will take the following specific next steps to implement this Complete Streets Policy:

- A. Plan Consultation and Consistency: Maintenance, planning, and design of projects affecting the transportation system will be consistent with local bicycle, pedestrian, transit, multimodal, and other relevant plans.
- B. Stakeholder Consultation: Develop and/or clearly define a process to allow for continued stakeholder involvement on projects and plans including, but not limited to, local bicycle and pedestrian advisory groups, transit riders and operators, accessibility advisory groups, automobile interests, movers of commercial goods,

businesses, residents, emergency responders, and/or other stakeholders, as defined necessary to support implementation of this Complete Streets policy by Metro. Consultation with these stakeholders is part of the overall project outreach effort.

- C. As identified in Table 2.

4. Performance Measures. Metro will develop additional performance metrics and track progress toward achieving sustainability policies and priorities, including Complete Streets implementation, which will be included in the annual Sustainability Report developed by the Countywide Planning and Development Department. In addition, all relevant capital grant funding recipients shall perform evaluations of how well the streets and transportation network planned, designed, implemented, and funded by Metro are serving each category of users by collecting baseline data and collecting follow-up data after project implementation. This requirement has been incorporated into the 2015 Call for Projects cycle and will apply to all subsequent capital grant funding program cycles.

Table 2. Complete Streets Implementation Plan

Category	Initiation Timeframe
1. Education and Technical Assistance	
1.1 Provide education and training for policy makers, elected officials, planners, engineers, and the general public on the benefits, needs, and implementation of Complete Streets.	Ongoing
1.2 Encourage the use of best practices in Complete Streets design, such as NACTO Urban Street Design Guide, NACTO Urban Bikeway Design Guide, Los Angeles County Model Design Manual for Living Streets, and other guidelines and standards that promote a standard of excellence for multimodal design.	Ongoing
1.3 Develop and maintain Complete Streets website to provide agencies and interested stakeholders with relevant information, resources, and best-practices to implement Complete Streets. Provide information on local, state, and federal grant opportunities related to Complete Streets promotion, planning, design and construction. Provide access to timely and informative data, information, and research.	Ongoing
1.4 Create and publish performance metrics that can be used to help local jurisdictions prioritize projects for funding, and to evaluate projects once they have been completed.	0 – 2 years
1.5 Explore strategies to provide technical assistance to low-resourced cities, including providing applicable templates, exploring partnership opportunities, pursuing grant opportunities, and connecting agencies to other local organizations and expert sources, where applicable.	0 – 2 years
1.6 Metro will highlight best practices to assist local jurisdictions in the development of design guidelines and policies.	0 – 2 years
1.7 Metro recognizes the potential for transportation infrastructure to support a variety of sustainability goals, including reducing water and energy impacts, as established in the Sustainable Design Program in the Call for Projects. In implementing Complete Streets, local jurisdictions may wish to consider and incorporate storm water management and other components supporting environmental function. Metro is currently completing an Urban Greening Plan and Toolkit along with opportunity analysis and research. Metro will compile the results of this effort, along with other informational resources, to provide guidance on incorporating green infrastructure into roadway improvements. Metro's Plan and Toolkit will be complete by January 2016, and guidance pertinent to this policy will be compiled by July 2016.	Ongoing
1.8 Assemble Complete Streets Working Group, which may consist of experts with Complete Streets knowledge and expertise, local agency representatives, Metro representatives, and other stakeholders who can provide technical assistance and input for planning and development of Complete Streets.	0 – 2 years
1.9 Assist local agencies to seek opportunities and partnerships to implement demonstration projects to showcase best practices and case studies and to highlight Complete Streets implementation in a variety of context.	0 – 5 years
1.10 Developing a Transit Oriented Development (TOD) Toolkit to serve as a resource for local jurisdictions interested in implementing transit supportive land use regulatory changes. The TOD Toolkit will include an	Ongoing

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Category	Initiation Timeframe
assessment of best practices for sustainable, transit-oriented land use planning. Best practices related to land use, density, diversity of uses, parking (vehicle and bicycle), bicycle/pedestrian amenities and linkages, public facilities and infrastructure, and general principles of sustainable neighborhood design will be developed. In addition, the TOD Toolkit will include a review of best practices for community engagement, as well as tools for assessing the economic and environmental benefits of transit supportive development.	
2. Joint Development	
2.1 Include appropriate text in Requests for Proposals to ensure excellence in multimodal design and access.	0 – 1 year
2.2 Work with local jurisdictions to incentivize developer mitigations to address first and last mile solutions, consistent with the First Last Mile Strategic Plan.	0 – 2 years
3. System Connectivity, Integration, and Performance	
3.01 Develop Active Transportation Strategic Plan to identify strategies to improve and expand the active transportation network and improve first/last mile access to transit; provide guidance to Metro and partner organizations in setting regional active transportation policies and guidelines to meet transportation goals and targets in support of the Regional Transportation Plan/Sustainable Community Strategies and other future planning efforts; engage local government and other stakeholders to identify key regional active transportation projects and programs within Los Angeles County through a collaborative stakeholder process and explore strategies to expedite implementation.	0 – 2 year
3.02 Better design street treatments around freeway on and off ramps in highway corridor projects to facilitate safer and convenient access for pedestrians and bicyclists who must cross these corridors. Ensure project team members have staff skilled and experienced to address multimodal and complete streets planning and design by providing training to Metro staff members involved in project and/or as part of criteria during consultant team selection.	0 – 5 year
3.03 Seek opportunities to implement first and last mile connections to transit.	Ongoing
3.04 Seek opportunities to include transit improvements, pedestrian and bicycle facilities, and other first and last mile components onto new or retrofit Metro capital projects, transit and highway corridor planning and design, and Metro facilities to maximize efficiencies, when appropriate.	0 – 5 years
3.05 Conduct periodic bicycle and pedestrian counts at various locations to determine needs and opportunities for improving pedestrian and bicycle travel and access to transit.	0 – 2 years
3.06 Partner with local jurisdictions and agencies to expedite implementation of high priority active transportation projects.	0 – 4 years
3.07 Expand bicycle parking at Metro stations and stops, including creating bicycle hubs, increasing bicycle parking, implementing bike share, and providing other bicycle facilities.	Ongoing
3.08 Develop online interactive map to facilitate countywide network planning and coordination. The map(s) will provide overview of priority routes for various modes, as identified through local and regional plans, including local bicycle, pedestrian, transit, multimodal, goods movement and other relevant plans.	0 – 3 years



Category	Initiation Timeframe
<p>3.09 Develop performance metrics and track progress toward achieving sustainability policies and priorities, including Complete Streets implementation, which will be included in the annual Sustainability Report developed by the Countywide Planning and Development Department. In addition, Metro is currently updating the Long Range Transportation Plan and will be developing an Active Transportation Strategic Plan, both of which will be exploring robust performance metrics related to health, access, bicycle and pedestrian travel, safety (e.g., collisions), among other measures.</p>	<p>Ongoing</p>
<p>3.10 Determine how the Policy will apply to Metro corridor planning projects in various stages of development.</p> <ul style="list-style-type: none"> • For new projects that Metro plan and design, this means including intermodal connectivity and first and last mile elements as part of the project scope during planning and in environmental documents; having a budget set-aside for construction of these facilities; having team members skilled and experienced to address multimodal and Complete Streets planning and design, including Metro staff and consultant team members; and ensuring that even if pedestrians and bicyclists cannot travel on freeway or highway corridors, they should still be able to cross these facilities safely and conveniently. • For projects that are currently underway or already in operation, the Metro Board of Directors adopted the First Last Mile Strategic Plan, which outlines a specific infrastructure improvement strategy to facilitate easy, safe, and efficient access to the Metro system. Pilot projects have already been identified and will be implemented; first last/mile projects will also be prioritized in future Call for Projects, including the 2015 Call for Projects applications; and Metro will continue to explore existing and new funding sources to implement the First Last Mile Strategic Plan. 	<p>0 – 2 years</p>
<p>4. Corridor Projects</p>	
<p>4.1 During project planning phase, define intermodal connectivity elements as an intrinsic part of the project's scope during project planning and in environmental documents, to the extent required, and project definition for construction. Key sections within environmental documents where intermodal connectivity elements can be better specified include: Purpose and Need Statement, Project Definition, Basis of Design, and Mitigation Measures. Ensure project team members have staff skilled and experienced to address multimodal and Complete Streets planning and design by providing training to Metro staff members involved in project and/or as part of criteria during consultant team selection.</p>	<p>0 – 5 years</p>
<p>4.2 Identify hot spot corridors and facilitate transportation improvements across jurisdictions.</p>	<p>0 – 5 years</p>
<p>4.3 During project design phase (following environmental clearance) and during construction for new projects, ensure that Complete Streets and first and last mile solutions are integrated into project scope, design, and implementation. Provide relevant directive drawing(s) and appropriate budget set aside in Life of Project for construction of these facilities. Ensure project team members have staff skilled and experienced to address multimodal and Complete Streets design and implementation by providing training to Metro staff members involved in project and/or as part of criteria during consultant team selection.</p>	<p>0 – 5 years</p>
<p>4.4 Establish standard Complete Streets language for capital projects, as necessary, in Request for</p>	<p>0 – 2 years</p>

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Category	Initiation Timeframe
Proposals/Request for Qualifications	
4.5 During construction for new projects, identify opportunities for maintaining access to bicycle and pedestrian facilities or provide appropriate detours.	Ongoing
4.6 Develop Intermodal Connectivity Guidelines to provide guidance to project team members and/or consultants for development and incorporation of key intermodal elements into project scope during planning and development for Metro Corridor Planning Projects. Where applicable, update Metro design criteria to reflect intermodal connectivity elements and first last mile integration.	0 – 3 years
5. Operations	
5.1 Establish Preferred Strategies for Developing Bicycle and Bus Infrastructure guidelines that can be communicated to local jurisdictions for early coordination to avoid and resolve potential operational conflicts as local agencies implement Complete Streets. Establish a seamless process to coordinate Complete Streets implementation with transit operations.	0 – 2 years
5.2 Continue to enhance education and training for bicyclists, pedestrians, bus operators, and other roadway users to improve awareness and safer interactions between these users of the roadway.	Ongoing
5.3 Explore opportunities to add additional bicycle accommodations on buses and trains.	Ongoing
5.4 Identify key locations and responsibility to evaluate the outcome of Complete Streets implementation and opportunities for improvements to accommodate all users of the roadway and track before and after performance measures, such as person throughput, bus/bike collision, bike/pedestrian/vehicle collision, bus speed, run time.	0 – 3 years
6. Funding	
6.1 Since the 2011 Call for Projects cycle, Metro has included an impact checklist in applications to encourage applicants to document how the needs of pedestrians and bicyclists were considered in the process of planning and/or designing the proposed project. The impact checklist will be further refined and included in the development of a Complete Streets project initiation checklist for use by Metro and local agencies that receive funding through any Metro capital grant program, including Call for Projects and ExpressLanes Net Toll Revenue Re-Investment Grant Program, to ensure that project sponsors have considered all users during project planning, design, and construction.	0 – 1 year
6.2 Require that by January 1, 2017, cities and the County shall have an adopted Complete Streets policy, an Adopted City Council Resolution supporting Complete Streets, or an adopted General Plan consistent with the Complete Streets Act of 2008 in order to be eligible for the next cycle of Metro capital grant funding programs, including the 2017 and subsequent Call for Projects and ExpressLanes Net Toll Revenue Re-Investment Grant Program cycles, to reduce barriers and conflicts related to policy and implementation. Develop customizable Complete Streets Policy sample to assist local agencies comply with requirements. Jurisdictions will be encouraged to adapt the elements and language of the sample policy to meet their own circumstances and plans. These conditions for funding eligibility apply to new grant funding cycles and will not be retroactive.	0 – 1 year
6.3 Provide Complete Streets training for all Modal Leads, project evaluation team members, and project	0 – 1 year

Category	Initiation Timeframe
managers involved with any Metro capital grant funding program, including Call for Projects and ExpressLanes Net Toll Revenue Re-Investment Grant Program.	
6.4 Develop appropriate performance criteria to prioritize projects that achieve Complete Streets goals and improve mobility options in the Call for Projects, ExpressLanes Net Toll Revenue Re-Investment Grant Program, and other Metro capital grant programs. The criteria should help to further enhance the program to encourage high quality design, improve integration between modes, reduce modal conflicts (e.g., projects that widen roadways to increase vehicle capacity should also address how lengthening the crossing distance impacts pedestrians and transit passengers crossing the streets), avoid piecemeal or inefficient investments, and maximize person throughput.	0 – 2 years
6.5 Increase coordination between Modal Leads and develop geo-spatial inventory of projects that can be easily tracked across modes and funding years for projects funded in Metro capital grant programs, including Call for Projects and ExpressLanes Net Toll Revenue Re-Investment Grant Program.	0 – 2 years
6.6 With each cycle of the Call for Projects, Metro continues to refine the application and process to encourage multimodal projects that benefit the region. Metro will seek opportunities to further streamline the Call for Projects application and process to promote and encourage multimodal projects that serve multiple types of users and contribute to an integrated transportation system.	0 – 2 years
6.7 Within the Call for Projects, program local or state funds for bike and pedestrian improvements of \$500,000 or less, when funding is available, and leverage larger grants from federal sources for bigger projects in order to reduce the resource-intensive administration that accompanies federal funds.	0 – 2 years
6.8 Continue Transit Oriented Development Planning Grant to encourage local agencies to accelerate the adoption of local land use regulations that will increase access to transit and improve utilization of public transit.	0 – 2 years
7. Goods Movement	
7.1 Work with local jurisdictions to identify a network of strategic arterial truck routes. These routes may be less desirable for full Complete Streets treatment; however, accommodations for other users of the roadways or provision for parallel bicycle and/or pedestrian facilities should be considered, where feasible. Local jurisdictions are encouraged to refer to this plan to help coordinate planning to minimize potential operational conflicts between different users of the roadway.	0 – 2 years
7.2 Encourage local jurisdictions to consider truck access when implementing complete streets projects and balancing user needs, as appropriate.	0 – 2 years
8. Procedures and Process	
8.1 Develop an internal procedure that can enhance interdepartmental coordination and communication to facilitate Complete Streets planning and implementation.	0 – 1 year
8.2 Assemble an internal working group to address Complete Streets planning and implementation within various Metro functional units.	0 – 1 year
9. Policy Updates	

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Category	Initiation Timeframe
9.1 Review and consider updates to the Complete Streets Policy at least every five years.	

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Exceptions

Metro is committed to considering all users of the roadway during conception and development of projects led by the agency. The exceptions below apply to Metro's capital grant programs for projects in which Metro does not directly control and are implemented by local jurisdictions. Projects that seek Complete Streets exceptions within upcoming Metro capital grant funding program cycles must be documented with supporting data that indicates the reasons for the decision and are limited to the following:

1. Non-motorized users are prohibited on the roadway by law (e.g., specific freeways and expressways that prohibit pedestrian and bicycle travel as specified by local or state law). In this case, key points should be identified for cross corridor accessibility. The design of intersections, interchanges and bridges shall accommodate bicyclists and pedestrians in a manner that is safe, accessible, and convenient.
2. Scarcity of population, travel and attractors, both existing and future, indicate an absence of need for such accommodations.
3. Detrimental environmental or social impacts outweigh the need for these accommodations.
4. Cost of accommodations is excessively disproportionate to the cost of the project, as set forth in the Federal Highway Administration (FHWA) Accommodating Bicycle and Pedestrian Travel http://www.fhwa.dot.gov/environment/bicycle_pedestrian/guidance/design_guidance/design.cfm.

The recommendation for exceptions will be made by the lead staff responsible for the application evaluation of the grant funding program. However, the approval for exceptions will be considered by the Metro Board of Directors as part of the review for award of funding. The exceptions shall be documented and included in the funding recommendation report to the Metro Board of

Directors and posted on Metro's Complete Streets webpage.

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ATTACHMENT 2

**Resolution Establishing a Complete Streets Policy for
the City**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
TO ENACT A COMPLETE STREETS POLICY**

WHEREAS, the term “Complete Streets” describes a comprehensive, integrated transportation network with infrastructure and design that allows safe and convenient travel along and across streets for all users, including pedestrians, bicyclists, persons with disabilities, motorists, movers of commercial goods, users and operators of public transportation, seniors, children, youth, and families; and

WHEREAS, the City of South Pasadena (City) acknowledges the benefits and value for the public health and welfare of reducing vehicle miles traveled and increasing transportation by walking, bicycling, and public transportation, which can help address a wide variety of challenges, including pollution, climate change, traffic congestion, social isolation, obesity, physical inactivity, limited recreational opportunities, sprawl, safety, and excessive expenses; and

WHEREAS, the City recognizes that the planning and coordinated development of Complete Streets infrastructure provides benefits for local governments in the areas of infrastructure cost savings, public health and environmental sustainability; and

WHEREAS, sedentary lifestyles and limited opportunities to integrate exercise into daily activities are factors contributing to increased obesity among adults and children and the consequences of obesity, such as diabetes, heart disease, stroke, high blood pressure, high cholesterol, certain cancers, asthma, low self-esteem, reduced academic performance, depression, and other debilitating diseases; and

WHEREAS, the State of California has emphasized the importance of Complete Streets by enacting the California Complete Streets Act of 2008 (known as AB 1358), which requires that when cities or counties revise general plans, they identify how they will provide for the routine accommodation of all users of the roadways, as well as through Deputy Directive 64, in which the California Department of Transportation explained that it “views all transportation improvements as opportunities to improve safety, access, and mobility for all travelers in California and recognizes bicycle, pedestrian, and transit modes as integral elements of the transportation system”; and

WHEREAS, the California Global Warming Solutions Act of 2006 (known as AB 32) sets a mandate for the reduction of greenhouse gas emissions in California to slow the onset of human-induced climate change, and the Sustainable Communities and Climate Protection Act of 2008 (known as SB 375) requires emissions reductions through coordinated regional planning that integrates transportation, housing, and land-use policy,

and achieving the goals of these laws will require significant increases in travel by public transit, bicycling, and walking; and

WHEREAS, numerous California counties, cities, and agencies have adopted Complete Streets policies and legislation in order to further the health, safety, welfare, economic vitality, and environmental well-being of their communities; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (Metro), through its Metro Complete Streets Policy, requires that all jurisdictions address complete streets policies at the local level through the adoption of a complete streets policy resolution, which should include the “Elements of an Ideal Complete Streets Policy” developed by the National Complete Streets Coalition, or through a general plan that complies with the California Complete Streets Act of 2008 to be eligible for Metro Capital Grant funds; and

WHEREAS, the City therefore, in light of the foregoing benefits and considerations, wishes to improve its commitment to Complete Streets and desires that its streets form a comprehensive and integrated transportation network promoting safe, equitable, and convenient travel for all users while preserving flexibility, recognizing community context, and using the latest and best design guidelines and standards.

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

SECTION 1. That the City adopts the Complete Streets Policy attached hereto as “Exhibit A”, and made part of this resolution, and that said exhibit is hereby approved and adopted.

SECTION 2. That the substantial revision of the City’s General Plan shall incorporate Complete Streets policies and principles consistent with the California Complete Streets Act of 2008 (AB 1358) and with the Complete Streets Policy adopted by this resolution.

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

PASSED, APPROVED AND ADOPTED ON this 18th day of January, 2017.

Michael A. Cacciotti, Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 18th day of January, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

ATTACHMENT 3
Proposed Complete Streets Policy

South Pasadena Complete Streets Policy

The objective of this policy is to establish guiding principles and practices so transportation improvements are planned, designed, constructed, operated and maintained to encourage walking, bicycling, and transit use while promoting safe operations for all users.

The City of South Pasadena will create a safe and efficient transportation system that promotes the health and mobility of all South Pasadena citizens and visitors by providing high quality pedestrian, bicycling, and transit access to all destinations throughout the city, and will design its streets for people, with beauty and amenities. The City of South Pasadena will provide for the needs of drivers, transit users, bicyclists, and pedestrians of all ages and abilities in all planning, design, construction, reconstruction, retrofit, operations, and maintenance activities and products.

The City of South Pasadena will enhance the safety, access, convenience, and comfort of all users of all ages and abilities. The City understands that children, seniors, and persons with disabilities will require special accommodations.

Street Network Connectivity

(A) The City of South Pasadena will design, operate and maintain a transportation network that provides a connected network of facilities accommodating all modes of travel.

(B) The City will actively look for opportunities to repurpose rights-of-way to enhance connectivity for pedestrians, bicyclists, and transit.

(C) The City will focus non-motorized connectivity improvements to services, schools, parks, civic uses, regional connections and commercial uses.

Jurisdiction

(A) This Complete Streets Policy is intended to cover all development in the public domain and all street improvement within South Pasadena.

(B) Every City Department including Management Services, Public Works, Planning and Building, Community Services, and Public Safety, will follow the policy.

(C) The City requires all developers and builders to obtain and comply with the City's standards.

(D) The City requires agencies that South Pasadena has permitting authority over, including, but not limited to, water agencies, electrical utilities, gas and petroleum utilities, communications utilities, and service contractors to comply with this policy.

(E) The City will work closely with Los Angeles County, California Department of Transportation, the Los Angeles County Metropolitan Transportation Authority, and the Southern California Association of Governments to promote compliance.

Phases

The City of South Pasadena will apply this Complete Streets policy to all roadway projects, including those involving new construction, reconstruction, retrofits, repaving, rehabilitation, or changes in the allocation of pavement space on an existing roadway, as well as those that involve new privately built roads and easements intended for public use. Complete Streets may be achieved through single projects or incrementally through a series of smaller improvements or maintenance and operation activities over time.

Exception

Complete Streets principles and practices will be included in street construction, reconstruction, repaving, and rehabilitation projects, as well as other plans and manuals, except under one or more of the following conditions:

(A) A project involves only ordinary or emergency maintenance activities designed to keep assets in serviceable condition such as mowing, cleaning, sweeping, spot repair, concrete joint repair, or pothole filling, or when interim measures are implemented on temporary detour or haul routes.

(B) The City Council exempts a project due to excessive and disproportionate cost of establishing a bikeway, walkway or transit enhancement as part of a project.

(C) The Director of Public Works determines the construction is not practically feasible or cost effective because of significant or adverse environmental impacts to waterways, flood plains, remnants of native vegetation, wetlands, or other critical areas, or due to impacts on neighboring land uses, including impact from right of way acquisitions.

(D) Unless otherwise determined by the City Council, the City Manager or Director of Public Works determines it is not practically feasible or cost effective to implement the provisions of this policy through public or private project design or manuals or other plans.

Design

Additionally, South Pasadena City Council declares it is the City of South Pasadena's policy to:

(A) Incorporate established Complete Streets Design Guidelines into planning, funding, design, construction, operation, and maintenance of new and modified streets in South Pasadena while remaining flexible to the unique circumstances of different streets where sound engineering and planning judgment will produce context sensitive designs.

(B) Incorporate Complete Streets Design Guidelines' principles into all City plans, manuals, rules, regulations and programs as appropriate.

(C) Provide well-designed pedestrian accommodations on all streets and crossings. Pedestrian accommodations can take numerous forms, including but not limited to traffic signals, roundabouts, bulb-outs, curb extensions, sidewalks, buffer zones, shared-use pathways, and perpendicular curb ramps, among others.

(D) Provide well-designed bicycle accommodations along all streets. Bicycle accommodations can take numerous forms, including but not limited to the use of bicycle boulevards, striping, slow streets, low auto volume streets, traffic calming, signs, and pavement markings, among others.

(E) Where physical conditions warrant, landscaping shall be planted whenever a street is newly constructed, reconstructed, or relocated.

Context Sensitivity

(A) The City of South Pasadena will plan its streets in harmony with the adjacent land uses and neighborhoods.

(B) The City will solicit input from local stakeholders during the planning process.

(C) The City will integrate natural features, such as waterways, and other topography into design of our streets.

(D) The City will design streets with a strong sense of place. We will use architecture, landscaping, streetscaping, public art, signage, etc. to reflect the community and neighborhood.

(E) The City will coordinate street improvements with merchants along retail and commercial corridors to develop vibrant and livable districts.

(F) The City will practice sustainable storm water management strategies.

Performance Measures

The City will evaluate this Complete Streets Policy using the following performance measures:

1. Total miles of on-street bikeways defined by streets with clearly marked or signed bicycle accommodation
2. Number of new complaint curb ramps
3. Number of new street trees planted along City streets
4. Number and severity of pedestrian-vehicle and bicycle-vehicle crashes
5. Number of pedestrian-vehicle and bicycle-vehicle fatalities

The City will identify funds and create a methodology to collect data related to those performance measures.

Implementation

(A) **Advisory Group.** The City will establish an inter-departmental advisory committee to oversee the implementation of this policy. The committee will include members of Public Works, Planning and Building, Management Services, and Public Safety Departments from the City of South Pasadena.

(B) **Inventory.** The City will maintain a comprehensive inventory of the pedestrian and bicycling facility infrastructure integrated with the City's database and will prioritize projects to eliminate gaps in the sidewalk and bikeways networks.

(C) **Capital Improvement Project Prioritization.** The City will reevaluate Capital Improvement Projects prioritization to encourage implementation of bicycle, pedestrian, and transit improvements.

(D) **Revisions to Existing Plans and Policies.** The City of South Pasadena will incorporate Complete Streets principles into: the City's General Plan, Specific Plans, Urban Design Element; and other plans, manuals, rules, regulations and programs.

(E) **Other Plans.** The City will prepare, implement, and maintain a Bicycle Master Plan, a Pedestrian Master Plan, and/or Active Transportation.

(F) **Storm Water Management.** The City will prepare and implement a plan to transition to sustainable storm water management techniques along our streets.

(G) **Staff Training.** The City will train pertinent City staff on the content of the Complete Streets principles and best practices for implementing the policy.

(H) **Coordination.** The City will utilize inter-departmental project coordination to promote the most responsible and efficient use of fiscal resources for activities that occur within the public right of way.

(I) **Funding.** The City will actively seek sources of appropriate funding to implement Complete Streets.

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