

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, June 21, 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. Anticipated Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, Pursuant to Government Code Section 54956.9(d)(2):

Number of Anticipated Cases: 1

B. Initiation of Litigation

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

Number of Cases: 1

C. Labor Negotiations

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

City Negotiators:

City Manager Elaine Aguilar, Human Resources Manager

Mariam Lee Ko, City Attorney Teresa L. Highsmith, and

Attorney Steve Berliner

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.

06/15/2017

Date

Desiree Jimenez,

Deputy City Clerk



CITY OF SOUTH PASADENA CITY COUNCIL REGULAR MEETING AGENDA

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

Wednesday, June 21, 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: Mayor Pro Tem Schneider

*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: Mayor Pro Tem Schneider

1. CLOSED SESSION

ANNOUNCEMENTS: A Closed Session Agenda has been posted separately

PRESENTATIONS

2. <u>Presentation by the Sanitation District of Los Angeles County Regarding the Clearwater Tunnel Project</u>

COMMUNICATIONS

3. 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.

4. City Manager Communications

5. Reordering of and Additions to the Agenda

6. Merchant Minute

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 May 17, 2017

Recommendation

Approve the minutes of the May 17, 2017 City Council Meeting.

8. Prepaid Warrants, General City Warrants, and Payroll

Recommendation

Approve the City of South Pasadena Prepaid Warrants Nos. 198685 through 198737 in the amount of \$600,135.08; General City Warrants Nos. 198738 through 198858 in the amount of \$390,096.84; Payroll dated June 16, 2017, in the amount of \$501,983.61.

9. Monthly Investment Reports for April 2017

Recommendation

Receive and file the Monthly Investment Reports for April 2017.

10. Second Reading and Adoption of an Ordinance Amending South Pasadena Municipal Code Prohibiting Marijuana Businesses and Allowing for the Regulation of Cultivation for Personal Use

Recommendation

Adopt an ordinance entitled "An Ordinance of the City Council of the City of South Pasadena, California, prohibiting marijuana businesses, and regulating the cultivation of marijuana for personal use."

11. <u>Discretionary Fund Requests from Councilmember Joe for the Purpose of Computers for Seniors at the Senior Center, Educational Supplies for the Fire Department, Children's Summer Reading Program, Framing for the Shadow Box for the Ray Bradbury Conference Room at the Library</u>

Recommendation

Approve the discretionary fund requests by Councilmember Joe designating \$1000 for the purpose of purchase of computers for seniors at the Senior Center, \$500 for the purpose of educational supplies for the Fire Department, \$400 for the purpose of the children's summer reading program at the Library, and \$100 for the purpose of framing for the historical shadow box for the Ray Bradbury Conference Room at the Library.

12. <u>Discretionary Fund Request from Mayor Pro Tem Schneider in the Amount of \$850 for the Purpose of the South Pasadena Beautiful Arbor Committee</u>

Recommendation

Approve the discretionary fund request by Mayor Pro Tem Schneider designating \$850 for the purpose of the South Pasadena Beautiful Arbor Committee.

13. <u>Discretionary Fund Request from Councilmember Khubesrian in the Amount of \$800 for the Purpose of a Tower Garden at the Senior Center</u>

Recommendation

Approve the discretionary fund request by Councilmember Khubesrian designating \$800 for the purpose of Tower Garden at the Senior Center.

14. <u>Discretionary Fund Request from Mayor Cacciotti for the Purpose of an Eagle Scout Project</u>

Recommendation

Approve the discretionary fund request by Mayor Cacciotti for the purpose of an Eagle Scout Project.

15. <u>Approval of a Contract with Envicom Corporation for Environmental Consultant Services Associated with a 15-Unit Condominium Project at 181-187 Monterey Road</u>

Recommendation

Authorize the City Manager to execute a contract with Envicom Corporation for an amount not-to-exceed \$40,884.91 to perform environmental analysis in compliance with the California Environmental Quality Act for a 15-unit condominium complex at 181-187 Monterey Road.

16. <u>Approval of a One-Year Service Agreement with Intercare Holdings Insurance Services Inc.</u>, for the Administration of Workers' Compensation Claims

Recommendation

Approve a one-year service agreement with Intercare Holdings Insurance Services, Inc., for the administration of workers compensation claims.

17. <u>Contract Amendment with Great Match Consulting to Provide Supplemental Staffing</u> on an As-Needed Basis

Recommendation

Authorize the City Manager to execute a contract amendment with Great Match Consulting to extend the existing Agreement Term until June 30, 2018, and for an additional not-to-exceed amount of \$40,000 to provide supplemental staffing on an as-needed basis.

18. Adoption of a Resolution Authorizing Submittal of an Application to Participate in the Used Oil Payment Program

Recommendation

- 1. Adopt a resolution entitled "A Resolution of the City Council of the City of South Pasadena, California, authorizing submittal of an application to participate in the Used Oil Payment Program Cycle 8 (Fiscal Year 2017-18) and related authorizations."
- 2. Authorize the City Manager to execute all documents required to obtain the grant.

19. <u>Approval to Purchase a Caterpillar 914M Wheel Loader with Pin on Grapple Bucket from the Quinn Company</u>

Recommendation

Authorize the City Manager to purchase a Caterpillar 914M Wheel Loader with pin on grapple bucket from Quinn Company in an amount not-to-exceed \$149,194.13 and execute all related documents.

20. <u>Award of a Professional Services Agreement to KOA Corporation for Engineering Design Services of the Fair Oaks Avenue Traffic Signal Improvement Project</u>

Recommendation

- 1. Accept a proposal dated April 13, 2017, from KOA Corporation for engineering design services for the Fair Oaks Avenue Traffic Signal Improvement Project.
- 2. Reject all other proposals received.
- 3. Authorize the City Manager to execute an agreement with KOA Corporation for a not-to-exceed amount of \$97,000.

21. Approval of Covenant for 1214 Kolle Avenue (APN No. 5311-015-038)

Recommendation

Approve a covenant for the proposed single-family home at 1214 Kolle Avenue, and authorize the recordation of the Covenant with the Los Angeles County Registrar-Recorder/County Clerk's Office.

22. <u>Authorize a Letter of Opposition to Senate Bill 649 (Hueso) Wireless and Small Cell:</u> <u>Telecommunications Facilities</u>

Recommendation

Authorize a Letter of Opposition to Senate Bill 649 related to wireless and small cell: telecommunications facilities.

23. <u>Award of Contract to Climatec, LLC, to Perform an Energy and Water Resources</u> Investment Grade Audit

Recommendation

- 1. Accept a proposal dated April 13, 2017, from Climatec, LLC, to perform an energy and water resources investment grade audit.
- 2. Reject all other proposals received.
- 3. Authorize the City Manager to execute an agreement with Climatec on behalf of the City of South Pasadena.

ACTION/DISCUSSION

24. Discussion of City Public Safety Policy on Immigrant Status and Federal Enforcement

Recommendation

Take public comment on this agenda item and provide any additional direction to staff, including potential referral of this matter to the Public Safety Commission.

25. <u>First Reading and Introduction of an Ordinance Amending the South Pasadena</u> Municipal Code to Update the City of South Pasadena Historic Preservation Ordinance

Recommendation

Read by title only for first reading, waive further reading, and introduce an ordinance entitled "An Ordinance of the City Council of the City of South Pasadena, California, repealing and replacing Article IVH (Cultural Heritage Commission) of Chapter 2 (Administration) with a new Article IVH (Cultural Heritage Commission) of the South Pasadena Municipal Code to update the legal framework needed to protect the City's Cultural Resources."

26. <u>Discussion of the San Gabriel Valley Council of Governments' Integration of the Alameda Corridor East</u>

Recommendation

Provide direction regarding the San Gabriel Valley Council of Governments' integration of the Alameda Corridor East.

27. Water Conservation Rebate Program for Fiscal Year 2017-18

Recommendation

Approve the water conservation rebate program for Fiscal Year 2017-18.

28. Consideration of an Ordinance Approving the Joint Powers Agreement for Los Angeles Community Choice Energy and Authorizing the Implementation of a Community Choice Aggregation Program

Recommendation

Read by title only for first reading, waive further reading, and introduce an ordinance entitled "An Ordinance of the City Council of the City of South Pasadena, California, approving the Joint Powers Agreement for Los Angeles Community Choice Energy and authorizing the implementation of a Community Choice Aggregation Program."

COUNCILMEMBERS COMMUNICATIONS (continued)

ADJOURNMENT

FUTURE CITY COUNCIL MEETINGS (OPEN SESSION)

July 5, 2017 CANCELLED

July 19, 2017 Regular City Council Meeting Council Chamber 7:30 p.m.

August 2, 2017 CANCELLED

August 16, 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).

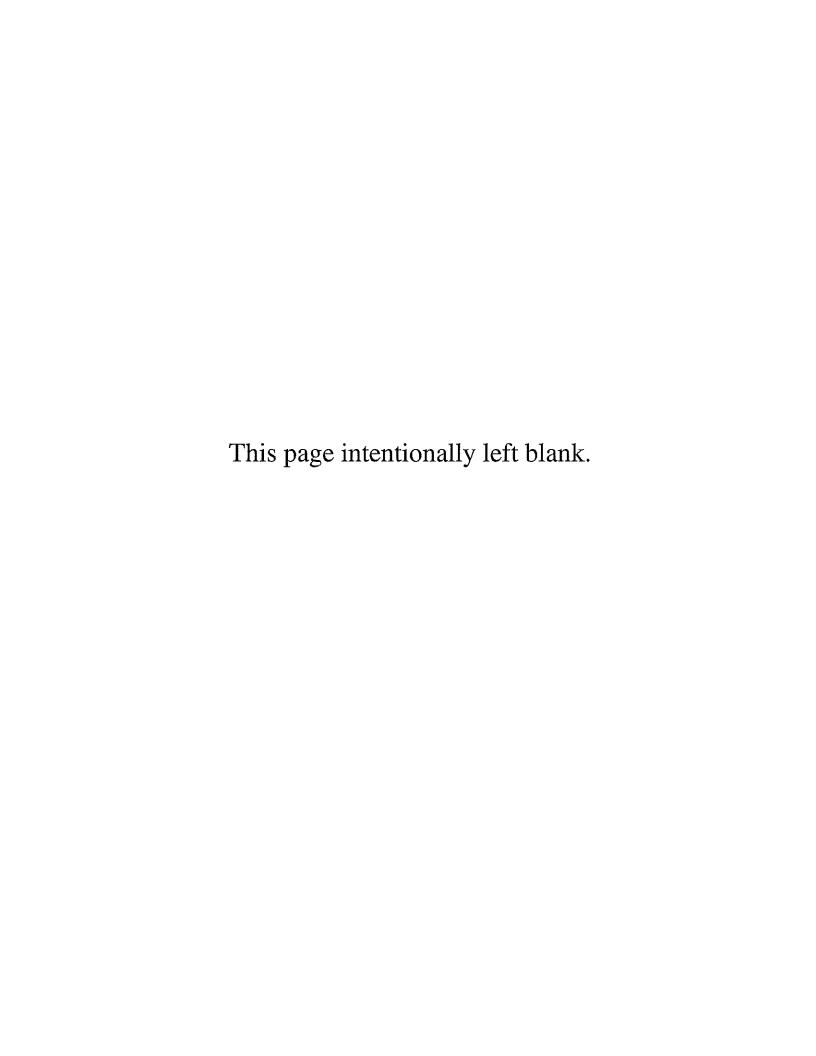
I declare under penalty of perjury that I posted this notice of agenda on the bulletin board in the courtyard of City Hall at 1414 Mission Street, South Pasadena, CA 91030, and on the City's website as required by law.

06/15/2017

Date

Desiree Jimenez,

Deputy City Clerk





Wednesday, May 17, 2017 Minutes of the Regular Meeting of the City Council

CALL TO ORDER

A Regular Meeting of the South Pasadena City Council was called to order by Mayor Cacciotti on Wednesday, May 17, 2017, at 7:43 p.m., in the Amedee O. "Dick" Richards, Jr., Council Chamber, located at 1424 Mission Street, South Pasadena, California.

ROLL CALL

Present:

Councilmembers Joe, Khubesrian, and Mahmud; Mayor Pro Tem Schneider; and

Mayor Cacciotti.

Absent:

None.

City Staff

Present:

Elaine Aguilar, Interim City Manager; Teresa L. Highsmith, City Attorney; Evelyn G. Zneimer, City Clerk; and Anthony J. Mejia, Chief City Clerk were present at Roll Call. Other staff members presented reports or responded to

questions as indicated in the minutes.

INVOCATION

Mayor Cacciotti gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Cacciotti led the Pledge of Allegiance.

CLOSED SESSION ANNOUNCEMENTS

1. Closed Session Announcements

The Regular Closed Session of the City Council of May 17, 2017, was called to order by Mayor Pro Tem Schneider 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 - LABOR NEGOTIATIONS, Pursuant to Government Code Section 54957.6:

City Negotiators:

City Manager Sergio Gonzalez, Human Resources Manager

Mariam Lee Ko, City Attorney Teresa L. Highsmith; and

Attorney Steve Berliner

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

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

Number of Cases: 1

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

PRESENTATIONS

2. Presentation of Certificates of Appreciation to the following Outgoing Commissioners:

Mayor Cacciotti announced Certificates of Appreciation to the following outgoing City of South Pasadena Commissioners:

- Eileen Cheng, Youth Commission
- Katherine Conte, Youth Commission
- Harry Lieberman, Public Safety Commission
- H. Alex Wing, Public Safety Commission

3. Presentation of a Proclamation Declaring May 21-27, 2017 as "Public Works Week" in the City of South Pasadena

Mayor Cacciotti presented a Proclamation to Kristine Courdy, Felipe Morales, and Richard Arriola, representing the South Pasadena Public Works Department, declaring May 21-27, 2017, as "Public Works Week" in the City of South Pasadena.

4. <u>Presentation of a Proclamation Commemorating 75th Anniversary of South Pasadena Police Reserves Program</u>

Mayor Cacciotti presented a Proclamation to <u>Police Chief Arthur Miller</u>, commemorating the 75th Anniversary of the South Pasadena Police Reserves Program.

The following individuals presented Certificates of Recognition to commemorate the 75th Anniversary of the South Pasadena Police Reserves Program:

Becky Cheng, on behalf of U.S. Congresswoman Judy Chu Yvette Kim, on behalf of State Senator Anthony Portantino Hector Rodriguez, on behalf of State Assemblymember Chris Holden

CITY COUNCIL COMMISSION LIAISON APPOINTMENTS

5. <u>City Council Liaison Appointments to the Library Board of Trustees and Public Safety Commission</u>

Following discussion, the City Council agreed to appoint: 1) Councilmember Mahmud, Councilmember Khubesrian, and Councilmember Joe to serve as the City Council Liaison to the Library Board of Trustees, Animal Commission, and Public Safety Commission, respectively, for a term ending December 31, 2017.

COMMUNICATIONS

6. Councilmembers Communications

Councilmember Joe displayed photos and reported on the Senior Center Mother's Day Luncheon.

Mayor Pro Tem Schneider reported that the Natural Resources and Energy Commission (NREC) recently discussed the proposed Community Choice Aggregation (CCA) Program for Los Angeles County; suggested that the General Plan evaluate whether a Commission should be responsible for addressing parking issues; encouraged City staff and the Transportation Commissions to evaluate the possibility of implementing safe pedestrian principles such as the Vision Zero Program to help eliminate pedestrian fatalities.

Councilmember Mahmud commended the volunteers and organizers on the success of the Eclectic Music Festival; expressed gratitude to the Youth Commission for conducting the Senior Center Tech Day once a month; encouraged residents to attend the Teen Concert at Garfield Park on May 19, 2017; stated that the City Council will likely receive recommendations from various City Commissions regarding the CCA at an upcoming City Council meeting.

Councilmember Khubesrian reported on her attendance at the Women Involved in South Pasadena Political Action (WISPPA) and National Women's Political Caucus meetings; requested that the City Council issue a Certificate of Appreciation to Brad Colerick for his efforts to coordinate the Eclectic Music Festival; spoke on the importance of the General Plan and the need for City Council to prioritize their use of the interim City Manager's time to allow her to focus on the General Plan update; suggested that the City Council agendize replacing membership with the Independent Cities Association with the Contract Cities Association.

Mayor Cacciotti displayed photos depicting the Eclectic Music Festival, recent Commission Meetings, and the street conditions on Lyndon Street.

7. City Manager Communications

City Manager Aguilar invited the community to the Sidewalk CPR event on June 1, 2017, and the Budget Hearing on June 7, 2017; introduced Sonia Cruz as the recently hired Assistant Finance Director.

8. Merchant Minute

Mayor Cacciotti introduced <u>Barbara Goldeen</u> and <u>John Selmer</u>, of Santa Fe Crafts Native American Gallery, who invited the community to visit their business, located on Mission Street; advised that they offer diverse collections of high quality handmade authentic Native American jewelry and art.

9. Reordering of and Additions to the Agenda

Councilmember Mahmud announced that La Cañada Flintridge Councilmember David Spence recently passed away and requested that the City Council adjourn tonight's meeting in his memory, second by Councilmember Joe.

City Manager Aguilar announced that Consent Calendar Item No. 14 will be deleted from the agenda at the request of City staff.

PUBLIC COMMENTS

Andy Au, South Pasadena resident, urged the City Council to prioritize street improvements on Lyndon Street; spoke on the poor pavement conditions on Lyndon Street, pointing out that the water and sewer system has leaked in the past.

Shlomo Nitzani, South Pasadena resident, spoke in support of Mr. Au comments and the need for street improvements on Lyndon and Pine Streets; spoke on the need for left turn pockets to be installed at various intersections; questioned whether the City has required Southern California Edison to conduct Electromagnetic Field (EMF) studies for the vault upgrades near his house; suggested that the City may benefit from district-based elections.

<u>Katie Longoria</u>, South Pasadena resident, announced that the Woman's Club will be conducting Operation Cookie to support veterans that are hospitalized, homeless, or wounded and requested that residents drop off cookies at the Clubhouse on May 24, 2017.

<u>Carmella Jones</u>, South Pasadena resident, requested that the City Council amend the Municipal Code to prohibit the burning of incense in multi-family housing units; voiced concerns that her neighbor is constantly burning incense which aggravates her asthma and allergy symptoms.

Mayor Cacciotti requested that consideration of amending the City's smoking ordinance to include incense be agendized for a future City Council meeting, seconded by Councilmember Khubesrian.

<u>Jonathan Eisenberg</u>, South Pasadena resident, stated that a group of local residents are interested in establishing a "Sister City" -like program between South Pasadena and another city which reflects more conservative political views; requested that the City Council provide resources to help establish such a relationship.

Councilmember Mahmud suggested that Mr. Eisenberg reach out to community organizations which may have an interest in launching such a program and to return to City Council if there is a need for formal City Council action.

<u>Richard Petty</u>, South Pasadena resident, stated that Lyndon Street has water, sewer, and street infrastructure from the original 1890s construction; urged the City Council to prioritize Lyndon Street for system upgrades and replacements.

Mayor Cacciotti recommended that the residents of Lyndon Street attend the meetings of the Public Works Commission so that it may recommend Lyndon Street for capital improvements in the future fiscal years.

<u>Janet Ferguson</u>, South Pasadena resident, voiced concern that her neighbor is purposely causing trees to die at 1746 Hanscom Drive; asserted that City staff is not taking the necessary steps to protect the trees; asserted that the City's permitting process has been manipulated to bypass the Natural Resources and Environmental Commission in relation to issuing tree removal permits.

Public Works Director Toor explained that the City arborist was present during the permitted removal of certain dead trees; advised that City staff has made over 10 trips to the subject property in response to complaints from Ms. Ferguson; stated that the City staff has not discovered any unusual or unpermitted activity.

Alan Ehrlich, South Pasadena resident, expressed gratitude to the City Council, Public Safety Commission, and Fire Department for their commitment to the Community Emergency Response Team.

<u>Elisabeth Emirhanian</u>, South Pasadena resident, stated that she lives near 1746 Hanscom Drive and opined that she has never witnessed pine trees die as quickly as the trees on the subject property.

CONSENT CALENDAR

MOTION BY COUNCILMEMBER JOE, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 5-0, to approve the Consent Calendar Item Nos. 10-13 and 15-17; with Item No. 18 pulled for separate discussion. Consent Calendar Item No. 14 was deleted from the agenda at the request of City staff.

10. Minutes of the City Council Meeting of May 3, 2017

MOTION BY COUNCILMEMBER JOE, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 5-0, to approve the minutes of the May 3, 2017 City Council Meeting.

11. Prepaid Warrants, General City Warrants, and Payroll

MOTION BY COUNCILMEMBER JOE, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 5-0, to approve the City of South Pasadena Prepaid Warrants Nos. 198223 through 198274 in the amount of \$188,757.57; General City Warrants Nos.198275 through 198400 in the amount of \$677,017.57; Payroll dated May 5, 2017, in the amount of \$494,212.60; Seated as the Successor Agency to the Community Redevelopment Agency, approve the Redevelopment Successor Agency Prepaid Warrants in the amount of \$86.50 (included in the above totals).

12. Monthly Investment Reports for March 2017

MOTION BY COUNCILMEMBER JOE, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 5-0, to receive and file the Monthly Investment Reports for March 2017.

13. Award of Contract With Axon Enterprise, Inc. for the Purchase of TASERS, Body Worn Cameras, and Digital Evidence Management Software System Utilizing State Grant Funds

MOTION BY COUNCILMEMBER JOE, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 5-0, to:

- 1. Authorize the City Manager to enter into a five-year contract with Axon Enterprise, Inc. for the purchase of Body Worn Cameras, Digital Evidence Management Software System, and TASERS in the amount of \$122,523.69.
- 2. Waive bidding requirements and authorize a single source purchase pursuant to South Pasadena Municipal Code Section 2.99-29 (11)(j) from Axon Enterprise, Inc.

14. Contract with Envicom Corporation to Cover Costs for Environmental Consultant Work Associated with a 15-Unit Condominium Project at 181-187 Monterey Road

This item was deleted from the agenda at the request of City staff.

15. <u>Acceptance of Project Completion and Authorization to File a Notice of Completion for Traffic Signal Improvement Project at Monterey Road and Via Del Rey</u>

MOTION BY COUNCILMEMBER JOE, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 5-0, to:

- 1. Accept the project improvements as complete and authorize the issuance of a Notice of Completion for the Traffic Signal Improvement Project.
- 2. Authorize release of retention payment to L.A. Traffic Signal Transportation, Inc., in the amount of \$3,364.55.

16. Award of Contract to Studio Spectrum, Inc., for the Library Community Room Audio Video System Upgrades

MOTION BY COUNCILMEMBER JOE, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 5-0, to:

- 1. Accept a bid dated May 2, 2017, from Studio Spectrum, Inc., for the Library Community Room Audio Video System Upgrades.
- 2. Reject all other bids received.
- 3. Authorize the City Manager to enter into a contract with Studio Spectrum, Inc., for a not-to-exceed amount of \$43,771.46 for the Project.

17. <u>Authorize Letters of Support for Senate Bills 541, 589, 633, and Assembly Bill 1180 Regarding Municipal Separate Storm Sewer Systems</u>

MOTION BY COUNCILMEMBER JOE, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 5-0, to:

- 1. Authorize a letter of support for Senate Bill (SB) 541(Allen) Stormwater Guidelines for Schools.
- 2. Authorize a letter of support for SB 589 (Hernandez) Municipal Separate Storm Sewer Systems: Financial Capability Analysis, as amended April 26, 2017.
- 3. Authorize a letter of support for SB 633 (Portantino) Use of Existing Infrastructure to Convey Stormwater.
- 4. Authorize a letter of support for Assembly Bill 1180 (Holden) Stormwater Permit Compliance Fund.

ITEMS REMOVED FROM THE CONSENT CALENDAR FOR DISCUSSION

18. <u>Authorize a Letter of Support for Assembly Constitutional Amendment 10 Which Lowers the Voting Age</u>

Chief City Clerk Mejia presented the staff report.

Councilmember Mahmud voiced opposition to Assembly Constitutional Amendment 10 (ACA 10) opining that 17-year-olds may not understand the significance of their votes, noting that students do not typically take a civics course until senior year of high school; pointed out that other states which has lowered the voting age included specific limitations; suggested that there are alternative methods to promote voting to young adults.

Councilmember Khubesrian opined that 17-year-olds are sophisticated and have a greater understanding of digital journalism and social media to assist in making informed decisions.

MOTION BY COUNCILMEMBER KHUBESRIAN, SECOND BY COUNCILMEMBER JOE, CARRIED 4-1 (COUNCILMEMBER MAHMUD VOTING NO), to authorize a Letter of Support for Assembly Constitutional Amendment 10 (ACA 10) which lowers the voting age from 18-years-old to 17-years-old.

ACTION/DISCUSSION

19. First Reading and Introduction of an Ordinance Prohibiting the Retail Sale of Commercially Bred Dogs, Cats, and Rabbits From Retail Pet Stores, Retail Businesses or Other Commercial Establishments within the City of South Pasadena

Police Captain Neff and Julie Bank, Pasadena Humane Society (PHS) President/CEO, presented the staff report and responded to City Council inquiries.

Mayor Cacciotti opened the Public Comment period.

The following speakers voiced support for the proposed ordinance:

Elizabeth Oreck, representing Best Friends Animal Society

Tracy Reiman, South Pasadena resident

Lisa Lange, South Pasadena resident

Veronica Ferrantelli, Pasadena resident

Ed Simpson, South Pasadena resident

Bianca Richards, South Pasadena resident

Erin Fleming, South Pasadena Animal Commissioner

Dale Bartlett, South Pasadena resident

Gretchen Robinette, South Pasadena resident

Elisabeth Emirhanian, South Pasadena resident

Monica Krieger, South Pasadena resident

Linnaea Scott, South Pasadena resident

Lela Bissner, South Pasadena resident

Jan Marshall, South Pasadena resident

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

Councilmember Khubesrian voiced support for the ordinance, noting that the Animal Commission should review the ordinance for future amendments to possible include other animal species that are bred in inhumane conditions; recommended that the Animal Commission and PHS work with local pet stores to promote the animal shelter's activities.

In response to City Council inquiry, Police Captain Neff advised that enforcement of the ordinance would be complaint-based and investigated by the Police, Code Enforcement, or PHS.

Councilmember Mahmud suggested that the Animal Commission review the sanctions for violation of the ordinance to determine whether the associated fines should be increased.

MOTION BY COUNCILMEMBER MAHMUD, SECOND BY MAYOR PRO TEM SCHNEIDER, CARRIED 5-0, to:

- 1. Introduce an ordinance entitled "An Ordinance of the City Council of the City of South Pasadena adding Section 5.22-2 to Article I of Chapter 5 (Animals and Fowl) and amending Section 5-22.1 (Mistreating Baby Fowl or Rabbits) of Chapter 5 (Animals and Fowl) of the South Pasadena Municipal Code to prohibit the sale of commercially bred dogs, cats, and rabbits in pet stores, retail businesses, or other commercial establishments in South Pasadena," and waive further reading.
- 2. Direct the Animal Commission to consider including other animals and increasing penalties for future City Council consideration.

20. <u>Direction Regarding Proposed Budget for Fiscal Year 2017-18</u>

Finance Director Batt narrated a PowerPoint presentation entitled "Fiscal Year 2017-18 Proposed Budget" and responded to City Council inquiries.

In response to City Council inquiry, Community Services Director Pautsch explained that the residents surrounding Garfield Park oppose the construction of a permanent band shell, citing concerns related to parking, noise, and loitering; stated that City staff will explore the possibility of purchasing a portable performance stage.

In response to City Council inquiry, Assistant to the City Manager Demirjian explained that Human Resources Division's Legal Services Account was increased due to ongoing labor negotiations, noting that unused funds can be reallocated during the Mid-Year Budget review.

In response to City Council inquiry, Public Works Director Toor advised that the Public Works Commission had considered Lyndon Street for improvements, but determined that other streets had a greater demand for repair. Mayor Cacciotti requested that Public Works staff attempt to patch Lyndon Street until resurfacing of the street can be funded.

Mayor Cacciotti opened the Public Comment period.

<u>Kim Hughes</u>, Public Works Commissioner, explained the evaluation process taken by the Public Works Commission in determining which streets to recommend for improvements; advised that Lyndon Street requires a complete reconstruction but does not have as high traffic volume as the streets recommended for repair.

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

Mayor Pro Tem Schneider spoke on the importance of funding the tree reserve. The City Council agreed that consideration of allocating funds towards the tree reserve could be considered at the Mid-Year Budget review.

The City Council discussed the impact to the City's cash flow forecast due to changes in the made by CalPERS related to pension costs; requested that the Finance Commission evaluate the City's cash flow forecast and potential sources of revenues.

Councilmember Joe requested that City staff begin evaluating the impacts to City operations if the Utility Users Tax (UUT) is repealed at the next General Municipal Election in 2018.

Mayor Cacciotti requested that City staff provide the City Council with a fleet inventory list, noting that replacement fleet vehicles should be clean-fueled vehicles.

During the course of discussion, the City Council noted minor corrections to the proposed budget. MOTION BY COUNCILMEMBER MAHMUD, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 5-0, to direct City staff to move forward with proposed Budget for Fiscal Year 2017-18 in regards to revenues, expenditures, supplemental and capital outlay requests, street improvement program, designated reserve funds, and undesignated reserve levels for Fiscal Year 2017-18, as amended.

ADJOURNMENT

Mayor Cacciotti adjourned the City Council Meeting at 10:58 p.m., in memory of David Spence, La Cañada Flintridge City Councilmember.

Evelyn G. Zneimer Michael A. Cacciotti

City Clerk Mayor

Minutes approved by the South Pasadena City Council on June 21, 2017.

7 -10

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:

June 21, 2017

TO:

Honorable Mayor and City Council

VIA:

Elaine Aguilar, Interim City Manager

FROM:

David Batt, Finance Director

SUBJECT:

Approval of Prepaid Warrants in the Amount of \$600,135.08

General City Warrants in the Amount of \$390,096.84 and Payroll

in the Amount of \$501,983.61

Recommendation

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

Fiscal Impact

Prepaid Warrants:

Warrant # 198685 – 198737 \$ 600,135.08

General City Warrants:

Warrant # 198738 – 198858 \$ 390,096.84

Payroll 06-16-17 \$ 501,983.61

RSA:

Prepaid Warrants \$
General City Warrants \$

Payroll 06-16-17 \$_

Total \$ 1,492,215.53

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.

Approval of Warrants June 21, 2017 Page 2 of 2

Attachments:

- 1.
- 2.
- Warrant Summary Prepaid Warrant List General City Warrant List 3.
- Payroll 06-16-17 4.
- Redevelopment Successor Agency Check Summary Total 5.

ATTACHMENT 1 Warrant Summary

City of South Pasadena		 .		
Demand/Warrant Register	Cond No.	Date	06.21.17	
Recap by fund	Fund No.	Dranaid	Amounts	D
General Fund	101	Prepaid	Written 204,721.36	Payroll
Insurance Fund	103	29,455.32	•	302,925.90
Street Improvement Program	103	131,650.65	1,170.00 55,772.34	
Facilities & Equip.Cap. Fund	105	6,454.03	13,969.50	
Local Transit Return "A"	205	51.00	18,595.20	7,796.93
Local Transit Return "C"	207	31.00	10,000.20	5,611.12
Sewer Fund	210	357.22	9,690.17	11,687.75
CTC Traffic Improvement	211	337.22	9,090.17	11,007.73
Street Lighting Fund	215	2,588.71	17,566.59	5,062.84
Public,Education & Govt Fund	217	2,500.71	17,500.55	5,002.04
Clean Air Act Fund	218			923.92
Business Improvement Tax	220		13.50	323.32
Gold Line Mitigation Fund	223		15.50	
Mission Meridian Public Garage	226			
Housing Authority Fund	228			
State Gas Tax	230	1,184.67	106.59	14,086.76
County Park Bond Fund	232	91.46	6,352.89	14,000.70
Measure R	233	31.40	0,552.09	
MSRC Grant Fund	238			
Bike & Pedestrian Paths	245		4,432.72	
BTA Grants	248		4,402.12	
Golden Streets Grant	249			
Capital Growth Fund	255			
CDBG	260		2,960.00	
Asset Forfeiture	270		2,900.00	
Police Grants - State	272			
Homeland Security Grant	274			
Park Impact Fees	275			
HSIP Grant	277			
Arroyo Seco Golf Course	295			
Sewer Capital Projects Fund	310		22,980.00	59.67
Water Fund	500	316,415.96	31,765.98	52,889.49
2016 Water Revenue Bonds Fund	505	310,413.90	31,703.50	52,009.49
Public Financing Authority	550			
Payroll Clearing Fund	700	111,886.06		100,939.23
ayron Olcaring rund	700	111,000.00		100,939.23
	Column Totals	600,135.08	390,096.84	501,983.61
	City Report Totals		1,492,215.53	
Barrie Carl	• •			
Recap by fund	Fund No.	Dronaid	Amounts Written	Davine
RSA	227	Prepaid -	vvritten -	Payroll -
	Column Totals	_	-	-
	RSA Report Totals		-	
			A	
		D	Amounts	Daniel II
		Prepaid 600,135.08	Written 390,096.84	Payroll 501,983.61
	Grand Report Total	=	1,492,215.53	

Michael A. Cacciotti, Mayor

David Batt, Finance Director

Evelyn J. Z. Evelyn & Zneimer, City Clerk

ATTACHMENT 2 Prepaid Warrant List

Voi	ded Checks
196949	\$37.50
197122	\$416.64
197717	\$160.00
198328	\$19.20
198464	\$344.80
198586	\$3,364,55

Accounts Payable

Check Detail

User:

Printed:

mfestejo 06/15/2017 - 8:55AM



Check Number Check Date		Amount
AFLA7010 - AFLAC Line Item Account 198685 06/01/2017 Inv P/R/E 5/14/17		
Line Item Date Line Item Description Optional Ins May-17	<u>Line Item Account</u> 700-0000-0000-2255-000	1,120.79
Inv P/R/E 5/14/17 Total		1,120.79
198685 Total:		1,120.79
FLA7010 - AFLAC Total:		1,120.79
AIR7777 - Air Resources Board Line Item Account 198699 06/08/2017 Inv P-37854-0617		
<u>Line Item Date</u> <u>Line Item Description</u> 03/28/2017	<u>Line Item Account</u> 101-6010-6410-8020-000	660.00
Inv P-37854-0617 Total		660.00
198699 Total:		660.00
AIR7777 - Air Resources Board Total:		660.00
MT0229 - Amtech Elevator Services Line Item Account 98700 06/08/2017		
Inv DVA08398916	•	
Line Item Date Line Item Description 08/22/2016 Citywide Elevator Maint. 9/16	<u>Line Item Account</u> 101-6010-6601-8120-000	378.80
Inv DVA08398916 Total		378.80
98700 Total:		378.80
MT0229 - Amtech Elevator Services Total:		378.80
AT&T5006 - AT & T U-Verse Line Item Account 198686 06/01/2017	•	

	96		
Inv 13046479			
Line Item Date 05/17/2017	<u>Line Item Description</u> 4/18-5/17/17	<u>Line Item Account</u> 500-6010-6710-8150-000	70.0
Inv 130464796 1	Total .		70.0
198686 Total:			70.0
190000 10.00.			
AT&T5006 - AT & T	TU-Verse Total:		70.0
	Cingular Wireless Line Item Account 06/08/2017		
Inv 28725893	38988×05		
Line Item Date	Line Item Description	Line Item Account	
05/19/2017 05/19/2017	PW Cell Phones 4/20-5/19/17 PW Cell Phones 4/20-5/19/17	500-6010-6710-8020-000 101-3010-3032-8150-000	116.3 508.1
05/19/2017	PW Cell Phones 4/20-5/19/17	210-6010-6501-8020-000	30.4
05/19/2017	PW Cell Phones 4/20-5/19/17	500-6010-6711-8020-000	163.7
Inv 28725893898	88x05 Total		818.6
198701 Total:			818.6
198701 Total:			818.6
	Cingular Wireless Total:		818.6
)IN4011 - AT&TC ATH0292 - Athens Di	isposal Company Line Item Account		<u></u>
)IN4011 - AT&TC ATH0292 - Athens Di	isposal Company Line Item Account 06/08/2017	·	<u></u>
XIN4011 - AT&TC ATH0292 - Athens Di 198702	isposal Company Line Item Account 06/08/2017	<u>Line Item Account</u> 500-0000-0000-5360-000	818.6
IN4011 - AT&T C ATH0292 - Athens Di 198702 (Inv. June 2017 Line Item Date	isposal Company Line Item Account 06/08/2017 7 <u>Line Item Description</u> Estimate Rubbish Fees June 2017		<u></u>
IN4011 - AT&TC ATH0292 - Athens Di 198702	isposal Company Line Item Account 06/08/2017 7 Line Item Description Estimate Rubbish Fees June 2017		275,334.7
IN4011 - AT&T C ATH0292 - Athens Di 198702	isposal Company Line Item Account 06/08/2017 7 Line Item Description Estimate Rubbish Fees June 2017		275,334.7
IN4011 - AT&T C ATH0292 - Athens Di 198702	isposal Company Line Item Account 06/08/2017 Line Item Description Estimate Rubbish Fees June 2017 Line Item Description Estimate Recycling Fees June 2017	500-0000-5360-000 Line Item Account	275,334.7 275,334.7
IN4011 - AT&T C ATH0292 - Athens Di 198702	isposal Company Line Item Account 06/08/2017 Line Item Description Estimate Rubbish Fees June 2017 Line Item Description Estimate Recycling Fees June 2017	500-0000-5360-000 Line Item Account	275,334.7 275,334.7 7,897.0
IN4011 - AT&T C ATH0292 - Athens Di 198702	isposal Company Line Item Account 06/08/2017 Line Item Description Estimate Rubbish Fees June 2017 Line Item Description Estimate Recycling Fees June 2017	500-0000-5360-000 Line Item Account	275,334.7 275,334.7 7,897.0
IN4011 - AT&T C ATH0292 - Athens Di 198702	isposal Company Line Item Account 06/08/2017 Line Item Description Estimate Rubbish Fees June 2017 Line Item Description Estimate Recycling Fees June 2017 Cotal Line Item Description Yard Waste Fees May 2017	Line Item Account 500-0000-5360-000 Line Item Account 500-0000-0000-5360-000	275,334.7 275,334.7 275,334.7 7,897.0
IN4011 - AT&T C ATH0292 - Athens Di 198702	isposal Company Line Item Account 06/08/2017 7 Line Item Description Estimate Rubbish Fees June 2017 Otal 7* Line Item Description Estimate Recycling Fees June 2017 Total 7 Line Item Description Yard Waste Fees May 2017	Line Item Account 500-0000-5360-000 Line Item Account 500-0000-0000-5360-000	275,334.7 275,334.7 275,334.7 7,897.0 7,897.0

heck Number Check Date		
Inv May 2017* Total		2,307.78
		(
98702 Total:		306,488.64
TH0292 - Athens Disposal Company Total:		306,488.64
JCC9368 - C.J. Concrete Construction Inc. Line Item Account 98703 06/08/2017		
Inv 4401		
<u>Line Item Date</u> <u>Line Item Description</u> 04/07/2017	<u>Line Item Account</u> 104-9000-9287-9287-000	128,286.10
Inv 4401 Total		128,286.10
98703 Total:		128,286.10
JCC9368 - C.J. Concrete Construction Inc. Total:		128,286.10
AL0627 - CA Franchise Tax Board Line Item Account 98725 06/15/2017 Inv P/R/E 6/11/17		
Line Item Date Line Item Description 06/13/2017 Garnishment	<u>Line Item Account</u> 700-0000-0000-2264-000	00.001
Inv P/R/E 6/11/17 Total		100.00
98725 Total:		100.00
AL0627 - CA Franchise Tax Board Total:		100.00
SD3010 - Ca. State Disbursement Unit Line Item Account 98726 06/15/2017 Inv P/R/E 6/11/17		
<u>Line Item Date</u> <u>Line Item Description</u> 06/13/2017 Garnishment	Line Item Account 700-0000-0000-2264-000	400.50
Inv P/R/E 6/11/17 Total		400.50
98726 Total:		400,50
SD3010 - Ca. State Disbursement Unit Total:		400.50
FA5680 - CAL PERS 457 PLAN Line Item Account 98727 06/15/2017		
Inv P/R/E 6/11/17	Y Sana Yan . A	
Line Item Date Line Item Description	Line Item Account	

Check Number	Check Date		Amount
06/13/2017	Deferred Comp	700-0000-0000-2260-000	4,467.19
Inv P/R/E 6/11/1	7 Total		4,467.19
198727 Total;			4,467.19
STA5680 - CAL PER	S 457 PLAN Total:		4,467.19
198687	overnment Inc Line Item Account 06/01/2017		
		Line Item Account	
<u>Line Item Date</u> 04/25/2017	Line Item Description Adobe Photoshop & Indesign Licenses	101-3010-3032-8530-000	400.00
Inv HQG3549 To	otal .		400.00
198687 Total:			400.00
CDW5246 - CDW Go	overnment Inc Total:		400.00
	iness Equipment Line Item Account 06/01/2017		
Line Item Date 03/11/2017	Line Item Description 3/1-31/17	Line Item Account 101-0000-0000-2990-024	227,17
Inv 53749830 To	otal		227.17
Inv 54044014	!		
<u>Line Item Date</u> 04/08/2017	<u>Line Item Description</u> 4/1-30/17	<u>Line Item Account</u> 101-0000-0000-2990-024	249.89
Inv 54044014 To	otal		249.89
Inv 54521964	,		
<u>Line Item Date</u> 05/06/2017	<u>Line Item Description</u> 5/1-31/17	<u>Line Item Account</u> 101-0000-0000-2990-024	249.89
Inv 54521964 To	otal		249.89
198688 Total:			726.95
CBSE6010 - Cell Bus	iness Equipment Total:		726.95
	Cindy Line Item Account 06/08/2017		

Check Number C	Check Date		Amount
Inv 6/8/17			
<u>Line Item Date</u> 06/06/2017	<u>Line Item Description</u> Honorarium Speaker 6/8/17	<u>Line Item Account</u> 101-0000-0000-2997-002	100.00
Inv 6/8/17 Total			100.00
198704 Total:			100.00
CDCH2997 - Chan, Cii	ndy Total:		100.00
	th Pasadena PD Petty Cash Line Item Account 6/08/2017		
Line Item Date	Line Item Description	<u>Line Item Account</u>	
06/07/2017	Reimb. Petty Cash	101-4010-4011-8200-000	48.66
06/07/2017	Reimb. Petty Cash	101-4010-4011-8100-000	70.00
Inv 6/7/17 Total		•	118.66
198705 Total:			118.66
SOU5402 - City of Sout	th Pasadena PD Petty Cash Total:		118.66
SOU5343 - City of Sout	th Pasadena PD Petty Cash Total: th Pasadena-Recreation Line Item Account 6/08/2017		118.66
SOU5343 - City of Sout	th Pasadena-Recreation Line Item Account 6/08/2017		118.66
30U5343 - City of Sout 198706 06 Inv 6/6/17 Line Item Date	th Pasadena-Recreation Line Item Account 6/08/2017 <u>Line Item Description</u>	<u>Line Item Account</u> 101-8030-8032-8264-000	
OU5343 - City of Sout 198706 06 Inv 6/6/17	th Pasadena-Recreation Line Item Account 6/08/2017	<u>Line Item Account</u> 101-8030-8032-8264-000 101-8030-8032-8020-000	118.66 16.57 106.69
OU5343 - City of Sout 198706 06 Inv 6/6/17 <u>Line Item Date</u> 06/06/2017	th Pasadena-Recreation Line Item Account 6/08/2017 <u>Line Item Description</u> Reimb. Petty Cash	101-8030-8032-8264-000	16.57
OU5343 - City of Sout 198706 06 Inv 6/6/17 <u>Line Item Date</u> 06/06/2017 06/06/2017	th Pasadena-Recreation Line Item Account 6/08/2017 Line Item Description Reimb. Petry Cash Reimb. Petry Cash	101-8030-8032-8264-000 101-8030-8032-8020-000	16.57 106.69
SOU5343 - City of Sout 198706 06 Inv 6/6/17 <u>Line Item Date</u> 06/06/2017 06/06/2017 06/06/2017 Inv 6/6/17 Total	th Pasadena-Recreation Line Item Account 6/08/2017 Line Item Description Reimb. Petry Cash Reimb. Petry Cash	101-8030-8032-8264-000 101-8030-8032-8020-000	16.57 106.69 552.95
SOU5343 - City of Sout 198706 06 Inv 6/6/17 Line Item Date 06/06/2017 06/06/2017 06/06/2017 Inv 6/6/17 Total	th Pasadena-Recreation Line Item Account 6/08/2017 Line Item Description Reimb. Petry Cash Reimb. Petry Cash	101-8030-8032-8264-000 101-8030-8032-8020-000	16.57 106.69 552.95 676.21
SOU5343 - City of Sout 198706 06 Inv 6/6/17 <u>Line Item Date</u> 06/06/2017 06/06/2017 06/06/2017 Inv 6/6/17 Total 198706 Total: SOU5343 - City of Sout	th Pasadena-Recreation Line Item Account 6/08/2017 Line Item Description Reimb. Petty Cash Reimb. Petty Cash Reimb. Petty Cash th Pasadena-Recreation Total:	101-8030-8032-8264-000 101-8030-8032-8020-000	16.57 106.69 552.95 676.21
OU5343 - City of Sout 198706 06 Inv 6/6/17 <u>Line Item Date</u> 06/06/2017 06/06/2017 06/06/2017 Inv 6/6/17 Total	th Pasadena-Recreation Line Item Account 6/08/2017 Line Item Description Reimb. Petty Cash Reimb. Petty Cash Reimb. Petty Cash Reimb. Petty Cash	101-8030-8032-8264-000 101-8030-8032-8020-000	16.57 106.69 552.95 676.21
SOU5343 - City of Sour 198706 06 Inv 6/6/17 <u>Line Item Date</u> 06/06/2017 06/06/2017 106/06/2017 Inv 6/6/17 Total 198706 Total: SOU5343 - City of Sour 198689 06	th Pasadena-Recreation Line Item Account 6/08/2017 Line Item Description Reimb. Petty Cash Reimb. Petty Cash Reimb. Petty Cash Reimb. Petty Cash th Pasadena-Recreation Total: th Pasadena-Sr.Center Line Item Account 6/01/2017 Line Item Description	101-8030-8032-8264-000 101-8030-8032-8020-000	16.57 106.69 552.95 676.21
OU5343 - City of Sour 198706 06 Inv 6/6/17 Line Item Date 06/06/2017 06/06/2017 106/06/2017 Inv 6/6/17 Total 198706 Total: OU5343 - City of Sour 198689 06 Inv 5/31/17 Line Item Date 05/31/2017	th Pasadena-Recreation Line Item Account 6/08/2017 Line Item Description Reimb. Petty Cash Reimb. Petty Cash Reimb. Petty Cash th Pasadena-Recreation Total: th Pasadena-Sr.Center Line Item Account 6/01/2017 Line Item Description Reimb. Petty Cash	101-8030-8032-8264-000 101-8030-8032-8020-000 101-8030-8032-8268-000 Line Item Account 205-8030-8025-8020-000	16.57 106.69 552.95 676.21 676.21
OU5343 - City of Sour 198706 06 Inv 6/6/17 Line Item Date 06/06/2017 06/06/2017 10/06/2017 Inv 6/6/17 Total 198706 Total: OU5343 - City of Sour 198689 06 Inv 5/31/17 Line Item Date 05/31/2017 05/31/2017	th Pasadena-Recreation Line Item Account 6/08/2017 Line Item Description Reimb. Petty Cash Reimb. Petty Cash Reimb. Petty Cash th Pasadena-Recreation Total: th Pasadena-Sr.Center Line Item Account 6/01/2017 Line Item Description Reimb. Petty Cash Reimb. Petty Cash Reimb. Petty Cash	Line Item Account 205-8030-8031-8020-000 101-8030-8032-8268-000	16.57 106.69 552.95 676.21 676.21
OU5343 - City of Sour 198706 06 Inv 6/6/17 Line Item Date 06/06/2017 06/06/2017 10/06/2017 Inv 6/6/17 Total OU5343 - City of Sour 198689 06 Inv 5/31/17 Line Item Date 05/31/2017 05/31/2017	th Pasadena-Recreation Line Item Account 6/08/2017 Line Item Description Reimb. Petty Cash Reimb. Petty Cash Reimb. Petty Cash th Pasadena-Recreation Total: th Pasadena-Sr.Center Line Item Account 6/01/2017 Line Item Description Reimb. Petty Cash	Line Item Account 205-8030-8031-8020-000 101-8030-8032-8268-000	16.57 106.69 552.95 676.21 676.21
OU5343 - City of Sour 198706 06 Inv 6/6/17 Line Item Date 06/06/2017 06/06/2017 10/06/2017 Inv 6/6/17 Total 198706 Total: OU5343 - City of Sour 198689 06 Inv 5/31/17 Line Item Date 05/31/2017 05/31/2017	th Pasadena-Recreation Line Item Account 6/08/2017 Line Item Description Reimb. Petty Cash Reimb. Petty Cash Reimb. Petty Cash th Pasadena-Recreation Total: th Pasadena-Sr.Center Line Item Account 6/01/2017 Line Item Description Reimb. Petty Cash Reimb. Petty Cash Reimb. Petty Cash	Line Item Account 205-8030-8031-8020-000 101-8030-8032-8268-000	16.57 106.69 552.95 676.21 676.21

Check Number Check Date		Amount
198689 Total:		229.84
SOU5401 - City of South Pasadena-Sr.Center Total:		229.84
		4.770
ATCR5011 - Corrao, Anthony Line Item Account 198707 06/08/2017 Inv 6/8/17		
Line Item Date Line Item Description 06/08/2017 Reimb. Paramedic License	<u>Line Item Account</u> 101-5010-5011-8200-000	200.00
Inv 6/8/17 Total		200.00
198707 Total:		200.00
ATCR5011 - Corrao, Anthony Total:		200.00
CPR0551 - CPRS District XIII Line Item Account 198708 06/08/2017		
Inv 1420		
Line Item Date Line Item Description 05/29/2017 2017 CPRS Sum Recreation Lea	Ader Training 5/20/17 Line Item Account 101-8030-8032-8268-000	60.00
Jnv 1420 Total		60.00
198708 Total:		60.00
CPR0551 - CPRS District XIII Total:		60.00
ELL1017 - Ellen's Silkscreening Line Item Account 198690 06/01/2017 Inv		
<u>Line Item Date</u> <u>Line Item Description</u> 03/28/2017 <u>Line Item Description</u> Camp Med Summer T-Shirts	<u>Line Item Account</u> 101-8030-8032-8268-000	1,552.13
Inv Total		1,552.13
198690 Total:		1,552.13
		<u></u>
ELL1017 - Ellen's Silkscreening Total:		1,552.13
IDES4010 - Gonzales, Idessa Line Item Account 198722 06/15/2017 Inv 6/9/17		
Line Item Date Line Item Description 06/12/2017 Reimb. Lunch for Volunteers Se	Line Item Account earch for Missing Child 6/9/17 101-4010-4011-8020-000	2,413.45

Check Number Check Date	•	Amount
Inv 6/9/17 Total		2,413.45
98722 Total:	•	2,413.45
DES4010 - Gonzales, Idessa Total:		2,413.45
AFR7000 - Hartford Line Item Account 98728 06/15/2017		
Inv P/R/E 6/11/17		
Line Item Date Line Item Description 06/13/2017 Life Insurance	<u>Line Item Account</u> 700-0000-0000-2254-000	830.25
Inv P/R/E 6/11/17 Total		830.25
98728·Total:		830.25
AFR7000 - Hartford Total:		830.25
WTP4420 - Hometown Pasadena Line Item Account 98709 06/08/2017 Inv R00392511		
<u>Line Item Date</u> <u>Line Item Description</u> 05/31/2017 Refund Overpayment Penalty Fee	<u>Line Item Account</u> 101-0000-0000-4420-000	19.20
Inv R00392511 Total		19.20
98709 Total:		19.20
WTP4420 - Hometown Pasadena Total:		19.20
2M1610 - ICMA Line Item Account 28729 06/15/2017 Inv P/R/E 6/11/17		
<u>Line Item Date</u> <u>Line Item Description</u> 06/13/2017	<u>Line Item Account</u> 700-0000-0000-2260-000	4,354.13
Inv P/R/E 6/11/17 Total		4,354.13
98729 Total:		4,354.13
CM1610 - ICMA Total:		4,354.13
ATS9203 - L.A. Traffic Signal Transportation Inc. Line Item Account 98710 06/08/2017		(
Inv 33-1666r		
Line Item Date Line Item Description	Line Item Account	

	m or or 11	104 0000 0003 0003 000	3 - 2 4 - 2
04/04/2017 Inv 33-1666r Total	Traffic Signal Improvement-Monterey Rd & Via Del Rey	104-9000-9203-9203-000	3,364.53 3,364.53
) 1110 33-10001 10(a1		,	5,50 1.5.
198710 Total:			3,364.55
LATS9203 - L.A. Traffi	c Signal Transportation Inc. Total:		3,364.55
	trar-Recorder Line Item Account 01/2017 DRXVAR		
<u>Line Item Date</u> 06/01/2017	Line Item Description Negative Declaration - 203 Cedar Crest/204 Mockingbird Lane	<u>Line Item Account</u> 101-7010-7011-8040-000	75.00
Inv 1796-HDP/DRX	KVAR Total.		75.00
198691 Total:			75.00
LOS2230 - L.A.C. Regis	trar-Recorder Total:		75.00
	ff's Dept. Line Item Account 15/2017 17		
Line Item Date 06/13/2017	Line Item Description Garnishment	<u>Line Item Account</u> 700-0000-0000-2264-000	100.00
Inv P/R/E 6/11/17 T	otal		100.00
198730 Total:			100.00
LAC3032 - L.A.C. Sheri	ff's Dept. Total:		100.00
	oressLanes Line Item Account 01/2017		
<u>Line Item Date</u> 03/21/2017	<u>Line Item Description</u> Express Lane Charge - Violation # T801778149917	<u>Line Item Account</u> 101-4010-4011-8020-000	27.00
Inv 1462758 Total			27.00
198692 Total:			27.00
	and Total		27.00
MEXL0000 - Metro Exp	itessealles tutai:		

Check Number Check Date		Amount
Inv R82076		
<u>Line Item Date</u> <u>Line Item Description</u> 05/26/2017 Refund Sum Camp Med	Line Item Account 101-0000-0000-5270-001	125.00
Inv R82076 Total		125.00
98693 Total:		125.00
MML5270 - Mitchell, Tamela Total:		125.00
TMR5270 - Moore, Portasha Line Item Account 98694 06/01/2017 Inv R82075		
<u>Line Item Date</u> <u>Line Item Description</u> 05/26/2017 Refund Sum Camp Med	Line Item Account 101-0000-0000-5270-001	112.00
Inv R82075 Total		112.00
98694 Total:		112.00
TMR5270 - Moore, Portasha Total:		112.00
PRJ8032 - Morant, John Line Item Account 98711 06/08/2017 Inv 6/6/17		(
Line Item Date Line Item Description 06/06/2017 2017 Summer Camp Med CPR Training	<u>Line Item Account</u> 101-8030-8032-8268-000	950.00
Inv 6/6/17 Total		950.00
8711 Total:		950.00
PRJ8032 - Morant, John Total:		950.00
RMZ7000 - Munoz, Valerie Line Item Account 08731 06/15/2017		
Inv P/R/E 6/11/17	,	
Line Item Date Line Item Description 06/13/2017 Garnishment	<u>Line Item Account</u> 700-0000-0000-2264-000	750.00
Inv P/R/E 6/11/17 Total	•	750.00
98731 Total:		750.00
RMZ7000 - Munoz, Valeric Total:		750.00
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	· · · · · · · · · · · · · · · · · · ·	nel Line Item Account		
19		6/15/2017		
)	Inv 6/9/17			
	Line Item Date	Line Item Description	Line Item Account	
	06/12/2017	Reimb. Fuel for PD Units Search for Missing Child 6/9/17	101-4010-4011-8105-000	147.03
	Inv 6/9/17 Total			147.03
	237 079, 17 10001			
19	8723 Total:			147.03
Nŧ	EF1111 - Neff, Micha	el Total:		147.03
.,_	1,01,1,11,11			
	G4590 - NUFIC Lin			
19		6/15/2017		
	Inv P/R/E 6/11	/17		
	Line Item Date	Line Item Description	Line Item Account	
	06/13/2017	A,D. & D. Ins.	700-0000-0000-2256-000	1,024.75
	Inv P/R/E 6/11/17	Total		1,024.75
	INV THEE OF THE			2,0-7110
19	8732 Total:			1,024.75
D.F.	ICAGOO NIVITADO			1,024.75
\range PE	G4590 - NUFIC Tot	ai:		1,024.75
/ PN	1HE6116 - Pape Mar	terial Handling Exchange Line Item Account		
		5/08/2017		
	Inv 6312272			
	Line Item Date	Line Item Description	Line Item Account	
	12/18/2016	Forklift Maint. Repair Svcs	215-6010-6201-8110-000	27.55
	12/18/2016	Forklift Maint. Repair Svcs	500-6010-6710-8110-000	27.53
	12/18/2016	Forklift Maint. Repair Svcs	101-6010-6601-8110-000	27.53
	12/18/2016	Forklift Maint. Repair Svcs	101-6010-6410-8110-000	27.53
	12/18/2016	Forklift Maint. Repair Svcs	210-6010-6501-8110-000	27.53
	12/18/2016	Forklift Maint. Repair Svcs	230-6010-6116-8110-000	27.53
	Inv 6312272 Total	•		165.20
	Inv 6312273			
	Line Item Date	Line Item Description	Line Item Account	
	12/18/2016	Forklift Maint. Repair Svcs	101-6010-6601-8110-000	27.85
	12/18/2016	Forklift Maint. Repair Sves	230-6010-6116-8110-000	27.85
	12/18/2016	Forklift Maint. Repair Svcs	210-6010-6501-8110-000	27.85
	12/18/2016	Forklift Maint. Repair Svcs	215-6010-6201-8110-000	27.82
	12/18/2016	Forklift Maint. Repair Sves	500-6010-6710-8110-000	27.85
	12/18/2016	Forklift Maint. Repair Svcs	101-6010-6410-8110-000	27.85
	Inv 6312273 Total			167.07
	Inv 6312889			
	Line Item Date	Line Item Description	Line Item Account	
_			AND AND LEVY MILE	
ΑP	-Check Detail (6/15/2	2017 - 8:55 AM)		Page 10

heck Number Chec	k Date		Amount
12/27/2016	Forklift Maint, Repair Svcs	500-6010-6711-8110-000	236.38
12/27/2016	Forklift Maint. Repair Sves	215-6010-6201-8110-000	236.39
12/27/2016	Forklift Maint. Repair Svcs	101-6010-6410-8110-000	236.39
12/27/2016	Forklift Maint, Repair Sves	210-6010-6501-8110-000	236.39
	Forklift Maint. Repair Svcs	101-6010-6601-8110-000	236.39
	Forklift Maint. Repair Svcs	230-6010-6116-8110-000	236.39
Inv 6312889 Total			1,418.33
Inv 6317362			
	Line Item Description	Line Item Account	25.00
	Forklift Maint. Repair Svcs	101-6010-6601-8110-000	35.00
03/02/2017	Forklift Maint. Repair Svcs	215-6010-6201-8110-000	35.00
03/02/2017	Forklift Maint. Repair Sves	500-6010-6710-8110-000	35.00
03/02/2017	Forklift Maint. Repair Svcs	101-6010-6410-8110-000	35.00
03/02/2017	Forklift Maint. Repair Svcs	230-6010-6116-8110-000	35.00
03/02/2017	Forklift Maint. Repair Svcs	210-6010-6501-8110-000	35.00
Inv 6317362 Total		·	210.00
3712 Total:			1,960.60
HE6116 - Pape Materia	il Handling Exchange Total:		1,960.60
	er & Power Line Item Account		,
98713 06/08. Inv 80176-1	/2017		(
	<u>Line Item Description</u> Water Usage 60 E. State Street 4/11-5/11/17	<u>Line Item Account</u> 500-6010-6711-8231-000	2,756.49
Inv 80176-1 Total			2,756.49
8713 Total:			2,756.49
P4465 - Pasadena Wate	er & Power Total:		2,756.49
R4770 - Pers Retiremen 8695 06/01.			
Inv P/R/E 5/28/17			
	Line Item Description Retirement Svc Period 5/15-5/28/17	<u>Line Item Account</u> 700-0000-0000-2240-000	87,599.47
Inv P/R/E 5/28/17 Total	al .		87,599.47
8695 Total:			87,599.47
ER4770 - Pers Retirement Total:			87,599.47

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Ch	eck Number (Check Date		Amount
19	8714 0 Inv R82301	06/08/2017		<u>, , , , , , , , , , , , , , , , , , , </u>
	Line Item Date	Line Item Description	Line Item Account	.50.00
	06/06/2017	Refund Park Rsvp Fee	101-0000-0000-5270-005	150.00
	Inv R82301 Total			150.00
198	8714 Total:			150.00
LL	RQ5270 - Rodrigue	ez, Lilliana Total:		150.00
		ity Manager's Assn. Line Item Account 06/01/2017		
	Inv 6/21/17			
	<u>Line Item Date</u> 05/31/2017	Line Item Description SGVCMA 2017 AnnualSpringWorkshop6/21/17-E.Aguilar & L.Det	<u>Line Item Account</u> 101-2010-2011-8090-000	100.00
	Inv 6/21/17 Total			100.00
198	8696 Total:			100.00
SG	CM2011 - S.G.V Ci	ity Manager's Assn. Total:		100.00
,		hters L-3657 Line Item Account		
<u> 198</u>	8733 0 Inv P/R/E 6/11	/6/15/2017 I/17		
	Line Item Date 06/13/2017	Line Item Description Assn. Dues	<u>Line Item Account</u> 700-0000-0000-2250-000	2,450.00
	Inv P/R/E 6/11/17	Total		2,450.00
	Inv P/R/E 6/11			
	<u>Line Item Date</u> 06/13/2017	Line Item Description Assn. Ins	<u>Line Item Account</u> 700-0000-0000-2252-000	180.74
	Inv P/R/E 6/11/17	* Total		180.74
198	8733 Total:			2,630.74
so	U5230 - S.P.Firefigl	hters L-3657 Total:		2,630.74
		. Line Item Account 6/15/2017		
	Inv P/R/E 6/11	/17		
()	<u>Line Item Date</u> 06/13/2017	Line Item Description Assn. Dues & Ins.	<u>Line Item Account</u> 700-0000-0000-2246-000	4,029.65
	Inv P/R/E 6/11/17	Total		4,029.65
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Inv 3-000-5677-90 Total

3-000-5677-90

Line Item Date

05/23/2017

Line Item Description

4/19-5/18/17

1,651.73

1,651.73

Line Item Account

500-6010-6711-8152-000

	21	Ting Itam Account	
<u>Line Item Date</u> 05/23/2017	Line Item Description 4/19-5/18/17	<u>Line Item Account</u> 101-6010-6410-8140-000	74
Inv 3-000-5950-21	Total	·	74
Inv 3-000-5950-	22		•
<u>Line Item Date</u> 05/23/2017	<u>Line Item Description</u> 4/19-5/18/17	<u>Line Item Account</u> 101-6010-6410-8140-000	46
Inv 3-000-5950-22	Total		46
Inv 3-000-7125-	63		
<u>Line Item Date</u> 05/23/2017	<u>Line Item Description</u> 4/19-5/18/17	<u>Line Item Account</u> 101-6010-6015-8140-000	2:
Inv 3-000-7125-63	Total		2
Inv 3-000-7125-	66		
<u>Line Item Date</u> 05/23/2017	<u>Line Item Description</u> 4/19-5/18/17	<u>Line Item Account</u> 500-6010-6711-8140-000	3:
Inv 3-000-7125-66	Total	•	3
Inv 3-000-7152-	57		
<u>Line Item Date</u> 05/23/2017	<u>Line Item Description</u> 4/19-5/18/17	<u>Line Item Account</u> 101-6010-6410-8140-000	2
Inv 3-000-7152-57	Total		2:
Inv 3-000-8455-	69		
Line Item Date 05/23/2017	<u>Line Item Description</u> 4/19-5/18/17	<u>Line Item Account</u> 215-6010-6115-8140-000	6
Inv 3-000-8455-69	Total		6
Inv 3-000-9969-	52		
<u>Line Item Date</u> 05/23/2017	<u>Line Item Description</u> 4/19-5/18/17	Line Item Account 101-6010-6410-8140-000	1:
05/23/2017	4/19-5/18/17	215-6010-6201-8140-000	1:
Inv 3-000-9969-52	Fotal		2
Inv 3-001-1810-	93		
<u>Line Item Date</u> 05/23/2017	<u>Line Item Description</u> 4/1-5/1/17	<u>Line Item Account</u> 101-6010-6410-8140-000	3
Inv 3-001-1810-93	T otal		3
Inv 3-001-1810-	94		
Line Item Date	Line Item Description	Line Item Account	

05/23/2017	4/19-5/18/17	500-6010-6711-8140-000	39.12
03/23/2017	4/17-3/10/17	500-0010-0711-5140-000	39.12
Inv 3-001-1810-94	. Total		39.12
Inv 3-001-1811	1-29		
<u>Line Item Date</u> 05/23/2017	<u>Line Item Description</u> 4/19-5/18/17	<u>Line Item Account</u> 101-6010-6601-8140-000	5,412.53
Inv 3-001-1811-29	Total		5,412.53
Inv 3-001-1811	1-44		
Line Item Date	Line Item Description	Line Item Account	
05/23/2017	4/19-5/18/17	101-6010-6410-8140-000	107.40
05/23/2017	4/19-5/18/17	215-6010-6201-8140-000	107.40
ínv 3-001-1811-44	Total		214.80
Inv 3-001-1811	1-45		
Line Item Date	Line Item Description	Line Item Account	
05/23/2017	4/19-5/18/17	101-6010-6410-8140-000	98.73
05/23/2017	4/19-5/18/17	. 215-6010-6201-8140-000	98.73
inv 3 -0 01-1811-45	5 Total	•	197.46
Inv 3-001-1811	1-48		
<u>Line Item Date</u> 05/23/2017	<u>Line Item Description</u> 4/19-5/18/17	<u>Line Item Account</u> 215-6010-6115-8140-000	46.30
Inv 3-001-1811-48	3 Total		46.30
Inv 3-001-1811	1-56		
<u>Line Item Date</u> 05/23/2017	<u>Line Item Description</u> 4/19-5/18/17	<u>Line Item Account</u> 215-6010-6115-8140-000	63.63
Inv 3-001-1811-56	5 Total		63.63
Inv 3-001-1811	1-58		
<u>Line Item Date</u> 05/23/2017	<u>Line Item Description</u> 4/1-5/1/17	<u>Line Item Account</u> 101-6010-6410-8140-000	33.54
Inv 3-001-1811-58	3 Total		33,54
(nv 3-001-1811	1-59 ·		
Line Item Date 05/23/2017	<u>Line Item Description</u> 4/19-5/18/17	<u>Line Item Account</u> 215-6010-6115-8140-000	42.25
Inv 3-001-1811-59		,	42.25
Inv 3-001-1811			
,		Line Item Account	
Line Item Date	<u>Line Item Description</u> 4/19-5/18/17	101-6010-6410-8140-000	

CI	ieck Number C	леск рате		Amount
	Inv 3-001-1811-63	3 Total		24.38
)	Inv 3-001-1811	1-67		
/	Line Item Date 05/23/2017	Line Item Description 4/19-5/18/17	. <u>Line Item Account</u> 215-6010-6115-8140-000	38.17
	Inv 3-001-1811-67	7 Total		38.17
	Inv 3-001-1811	1-68		
	<u>Line Item Date</u> 05/23/2017	Line Item Description 4/19-5/18/17	<u>Line Item Account</u> 101-8010-8011-8140-000	85.25
	Inv 3-001-1811-68	3 Total		85.25
	Inv 3-001-1811	1-69		
	<u>Line Item Date</u> 05/23/2017	Line Item Description 4/1-5/1/17	<u>Line Item Account</u> 215-6010-6201-8140-000	23.19
	Inv 3-001-1811-69	Total		23.19
	Inv 3-001-1811	1-75		
	<u>Line Item Date</u> 05/23/2017	Line Item Description 4/19-5/18/17	Line Item Account 215-6010-6115-8140-000	95.33
	Inv 3-001-1811-75	Total .		95.33
)	Inv 3-001-1811	1-76		
/	<u>Line Item Date</u> 05/23/2017	<u>Line Item Description</u> 4/19-5/18/17	Line Item Account 215-6010-6115-8140-000	59,43
	Inv 3-001-1811-76	5 Total		59.43
	Inv 3-001-1811	1-77		
	<u>Line Item Date</u> 05/23/2017	Line Item Description 4/19-5/18/17	<u>Line Item Account</u> 215-6010-6115-8140-000	42.64
	Inv 3-001-1811-77	'Total		42.64
	Inv 3-001-1811	-79		
	<u>Line Item Date</u> 05/23/2017	Line Item Description 4/19-5/18/17	<u>Line Item Account</u> 215-6010-6115-8140-000	37.62
	Inv 3-001-1811-79	Total		37.62
	Inv 3-001-1811	-80		
	<u>Line Item Date</u> 05/23/2017	Line Item Description 4/19-5/18/17	<u>Line Item Account</u> 215-6010-6115-8140-000	35.87
	Inv 3-001-1811-80	Total		35.87
)				

Inv 3-001-1811-8	6			
<u>Line Item Date</u> 05/23/2017	Line Item Description 4/19-5/18/17	t	<u>Line Item Account</u> 101-6010-6410-8140-000	23.31
Inv 3-001-1811-86 To	otal			23.31
Inv 3-001-1811-8	7			
<u>Line Item Date</u> 05/23/2017	Line Item Description 4/19-5/18/17		<u>Line Item Account</u> 500-6010-6711-8140-000	43.63
Inv 3-001-1811-87 To	otal			43.63
Inv 3-001-1811-8	9	·		
<u>Line Item Date</u> 05/23/2017 05/23/2017	<u>Line Item Description</u> 4/1-5/1/17 4/1-5/1/17	·	<u>Line Item Account</u> 101-6010-6410-8140-000 215-6010-6201-8140-000	16.77 16.77
Inv 3-001-1811-89 To	otal			33.54
Inv 3-001-1811-9	0			
<u>Line Item Date</u> 05/23/2017	Line Item Description 4/19-5/18/17		<u>Line Item Account</u> 215-6010-6115-8140-000	51.72
Inv 3-001-1811-90 To	otal			51.72
Inv 3-001-1811-9	1			(
<u>Line Item Date</u> 05/23/2017	<u>Line Item Description</u> 4/19-5/18/17	· ·	<u>Line Item Account</u> 215-6010-6115-8140-000	69.99
Inv 3-001-1811-91 To	otal			69.99
Inv 3-001-1811-9	2			
<u>Line Item Date</u> 05/23/2017	<u>Line Item Description</u> 4/19-5/18/17		<u>Line Item Account</u> 215-6010-6115-8140-000	14.73
Inv 3-001-1811-92 Te	otal			14.73
Inv 3-001-1811-9	3` .			
<u>Line Item Date</u> 05/23/2017	Line Item Description 4/19-5/18/17		<u>Line Item Account</u> 215-6010-6115-8140-000	51.03
Inv 3-001-1811-93 To	otal			51.03
Inv 3-001-1811-9	5			
<u>Line Item Date</u> 05/23/2017	<u>Line Item Description</u> 4/19-5/18/17		<u>Line Item Account</u> 101-6010-6410-8140-000	25.08
Inv 3-001-1811-95 To	otal			25.08
Inv 3-001-1811-9	8			(
Line Item Date	Line Item Description		Line Item Account	(

eck Number Che	ck Date		<u> </u>	Amou
05/23/2017	4/19-5/18/17		215-6010-6115-8140-000	14.
Inv 3-001-1811-98 To	otal			14.
Inv 3-001-1812-06	;		*	
<u>Line Item Date</u> 05/23/2017	<u>Line Item Description</u> 4/19-5/18/17		<u>Line Item Account</u> 101-6010-6410-8140-000	29.
Inv 3-001-1812-06 To	tal			29.
Inv 3-001-1812-07	,			
<u>Line Item Date</u> 05/23/2017	Line Item Description 4/19-5/18/17		<u>Line Item Account</u> 500-6010-6711-8140-000	28.
Inv 3-001-1812-07 To	tal			28.
Inv 3-001-1812-08	3			
	Line Item Description 4/19-5/18/17		<u>Line Item Account</u> 215-6010-6115-8140-000	63.
Inv 3-001-1812-08 To	tal			63.
Inv 3-001-1812-09	ı			
	Line Item Description 4/1-5/1/17		Line Item Account 101-6010-6410-8140-000	300
Inv 3-001-1812-09 To	tal			300.
Inv 3-001-1812-10	•			
	Line Item Description 4/19-5/18/17		<u>Line Item Account</u> 232-6010-6417-8140-000	67
Inv 3-001-1812-10 To	tal			67
Inv 3-001-1812-11				
	Line Item Description 4/19-5/18/17		<u>Line Item Account</u> 215-6010-6115-8140-000	31.
Inv 3-001-1812-11 To	tal	•		31.
Inv 3-001-1812-12	:			
	Line Item Description 4/19-5/18/17		<u>Line Item Account</u> 215-6010-6115-8140-000	28.
Inv 3-001-1812-12 To	tal			28.
Inv 3-001-1812-25				
	Line Item Description 4/19-5/18/17	·	<u>Line Item Account</u> 101-6010-6410-8140-000	24.
Inv 3-001-1812-25 To	tal			24.

Inv 3-001-1812-	26		
<u>Line Item Date</u> 05/23/2017	<u>Line Item Description</u> 4/19-5/18/17	<u>Line Item Account</u> 101-6010-6410-8140-000	801.03
nv 3-001-1812-26	Total		801.03
nv 3-001-1812-	27		
Line Item Date 05/23/2017	<u>Line Item Description</u> 4/19-5/18/17	Line Item Account . 215-6010-6115-8140-000	49.27
nv 3-001-1812-27	Total		49.27
nv 3-001-1812-	31		
Line Item Date 05/23/2017	<u>Line Item Description</u> 4/19-5/18/17	<u>Line Item Account</u> 101-6010-6410-8140-000	86.52
nv 3-001-1812-31	Total		86.52
nv 3-001-1812-	32		
Line Item Date 05/23/2017	<u>Line Item Description</u> 4/1-5/1/17	<u>Line Item Account</u> 101-6010-6410-8140-000	13.46
nv 3-001-1812-32	Total		13.46
nv 3-001-1812-	33		
Line Item Date 05/23/2017	<u>Line Item Description</u> 4/19-5/18/17	<u>Line Item Account</u> 500-6010-6711-8140-000	27.74
nv 3-001-1812-33	Total		27.74
nv 3-001-1812-	34		
<u> </u>	Line Item Description 4/19-5/18/17	<u>Line Item Account</u> 500-6010-6711-8152-000	41.63
nv 3-001-1812-34	Total		41.63
nv 3-001-1812-	35		
<u>Line Item Date</u> 05/23/2017	<u>Line Item Description</u> 4/19-5/18/17	<u>Line Item Account</u> 215-6010-6115-8140-000	16.23
nv 3-001-1812-35	Total		16.23
nv 3-001-1812-	36		
<u>Line Item Date</u> 05/23/2017	Line Item Description 4/19-5/18/17	<u>Line Item Account</u> 101-6010-6410-8140-000	88.44
nv 3-001-1812-36	Total		88.44
nv 3-001-1812-	38		
Line Item Date	Line Item Description	Line Item Account	(

eck Number C	heck Date		Amount
Inv 3-001-1812-38	Total		25.56
Inv 3-001-1812	:-39		
<u>Line Item Date</u> 05/23/2017	Line Item Description 4/19-5/18/17	<u>Line Item Account</u> 215-6010-6115-8140-000	54.02
Inv 3-001-1812-39	Total		54.02
Inv 3-001-9413	-97		
<u>Line Item Date</u> 05/23/2017	Line Item Description 4/19-5/18/17	<u>Line Item Account</u> 500-6010-6711-8152-000	2,437.43
Inv 3-001-9413-97	Total		2,437.43
Inv 3-002-4372	-43		
<u>Line Item Date</u> 05/23/2017	<u>Line Item Description</u> 4/19-5/18/17	<u>Line Item Account</u> 215-6010-6115-8140-000	65.82
Inv 3-002-4372-43	Total		65.83
Inv 3-002-4472	-77		
<u>Line Item Date</u> 05/26/2017	<u>Line Item Description</u> 4/26-5/25/17	<u>Line Item Account</u> 101-8010-8011-8140-000	2,200.74
Inv 3-002-4472-77	Total		2,200.74
Inv 3-002-4472	-78		ž.
Line Item Date 05/26/2017	<u>Line Item Description</u> 4/26-5/25/17	<u>Line Item Account</u> 101-8030-8021-8140-000	897.89
Inv 3-002-4472-78	Total		897.89
Inv 3-002-4473	-12		
<u>Line Item Date</u> 05/23/2017	<u>Line Item Description</u> 4/19-5/18/17	<u>Line Item Account</u> 500-6010-6711-8140-000	23.3
Inv 3-002-4473-12	Total		23.31
Inv 3-003-6653	-57		
<u>Line Item Date</u> 05/26/2017	<u>Line Item Description</u> 4/26-5/25/17	<u>Line Item Account</u> 101-6010-6410-8140-000	920.77
Inv 3-003-6653-57	Total		920.77

Inv 3-003-7341-83 Total

<u>Line Item Description</u> 4/1-5/1/17

Line Item Date 05/23/2017

11.56

11.56

<u>Line Item Account</u> 101-6010-6410-8140-000

ek i dinber en			Millodat
Inv 3-004-3214-5	58		
<u>Line Item Date</u> 05/23/2017	<u>Line Item Description</u> 4/19-5/18/17	<u>Line Item Account</u> 500-6010-6711-8140-000	37.47
Inv 3-004-3214-58 T	`otal		37.47
Inv 3-004-4562-5	56		
<u>Line Item Date</u> 05/23/2017	Line Item Description 4/19-5/18/17	<u>Line Item Account</u> 215-6010-6115-8140-000	64.45
Inv 3-004-4562-56 T	otal		64.45
Inv 3-011-4089-5	57		
<u>Line Item Date</u> 05/26/2017	Line Item Description 4/26-5/25/17	<u>Line Item Account</u> 215-6010-6115-8140-000	50.81
Inv 3-011-4089 - 57 T	`otal		50.81
Inv 3-016-0678-8	32		
<u>Line Item Date</u> 05/23/2017	Line Item Description 4/19-5/18/17	<u>Line Item Account</u> 215-6010-6201-8140-000	· 98.69
Inv 3-016-0678-82 T	otal		98.69
Inv 3-022-6051-1	5		
<u>Line Item Date</u> 05/23/2017	<u>Line Item Description</u> 4/19-5/18/17	<u>Line Item Account</u> 215-6010-6115-8140-000	84.09
Inv 3-022-6051-15 T	otal		84.09
Inv 3-022-6897-5	57		
<u>Line Item Date</u> 05/23/2017	<u>Line Item Description</u> 4/19-5/18/17	<u>Line Item Account</u> 215-6010-6115-8140-000	26.91
Inv 3-022-6897-57 T	otal		26.91
Inv 3-022-6897 - 7	72		
<u>Line Item Date</u> 05/25/2017	<u>Line Item Description</u> 4/28-5/30/17	<u>Line Item Account</u> 215-6010-6115-8140-000	23.09
Inv 3-022-6897-72 T	otal		23.09
Inv 3-022-6897-8	39		
<u>Line Item Date</u> 05/23/2017	Line Item Description 4/19-5/18/17	<u>Line Item Account</u> 215-6010-6115-8140-000	24.13
Inv 3-022-6897-89 T	otal		24.13
Inv 3-022-6897-9	99		_
<u>Line Item Date</u> 05/23/2017	<u>Line Item Description</u> 4/19-5/18/17	<u>Line Item Account</u> 215-6010-6115-8140-000	26.10

heck Number C	heck Date		Amount
Inv 3-022-6897-99	Total		26.10
Inv 3-022-6898	-05		
<u>Line Item Date</u> 05/23/2017	<u>Line Item Description</u> 4/19-5/18/17	<u>Line Item Account</u> 215-6010-6115-8140-000	. 23,73
Inv 3-022-6898 - 05	Total		23.73
7 2 000 (800	12	•	
Inv 3-022-6898		** *	
<u>Line Item Date</u> 05/23/2017	<u>Line Item Description</u> 4/19-5/18/17	<u>Line Item Account</u> 215-6010-6115-8140-000	26.77
Inv 3-022-6898-17	Total		26.77
Inv 3-022-6898	-28		
Line Item Date 06/01/2017	<u>Line Item Description</u> 5/1-31/17	<u>Line Item Account</u> 215-6010-6115-8140-000	23.83
Inv 3-022-6898-28	Total		23.8
Inv 3-023-6580	-86		
Line Item Date 05/26/2017	<u>Line Item Description</u> 4/26-5/25/17	<u>Line Item Account</u> 215-6010-6201-8140-000	24.36
Inv 3-023-6580-86	Total		24.36
Inv 3-023-7462	-29		
Line Item Date 05/25/2017	<u>Line Item Description</u> 4/28-5/30/17	<u>Line Item Account</u> 215-6010-6115-8140-000	131.98
Inv 3-023-7462-29	Total		131.98
Inv 3-023-7844	-31		
<u>Line Item Date</u> 05/26/2017	<u>Line Item Description</u> 4/26-5/25/17	<u>Line Item Account</u> 215-6010-6115-8140-000	23.62
Inv 3-023-7844-31	Total		23.62
Inv 3-023-8283	-79		
<u>Line Item Date</u> 05/26/2017	<u>Line Item Description</u> 4/26-5/25/17	<u>Line Item Account</u> 215-6010-6115-8140-000	28.06
Inv 3-023-8283-79	Total		28.06
Inv 3-026-3223	-65		
<u>Line Item Date</u> 05/27/2017	<u>Line Item Description</u> 4/28-5/30/17	<u>Line Item Account</u> 215-6010-6115-8140-000	31.81

Inv 3-026-3223-65 Total

31.81

		·	
Inv 3-028-7013-	82		
<u>Line Item Date</u> 05/26/2017	<u>Line Item Description</u> 4/26-5/25/17	<u>Line Item Account</u> 101-6010-6410-8140-000	98.26
Inv 3-028 -7 013-82	Total	•	98.26
Inv 3-028-7594-	32		
<u>Line Item Date</u> 05/26/2017	Line Item Description 4/26-5/25/17	<u>Line Item Account</u> 500-6010-6711-8152-000	2,525.13
(nv 3-028-7594-32	Total	•	2,525.13
inv 3-029-2458-	05		
<u>Line Item Date</u> 05/27/2017	<u>Line Item Description</u> 4/27-5/26/17	<u>Line Item Account</u> 101-8030-8031-8140-000	55.10
(nv 3-029-2458-05	Total		55.10
Inv 3-032-0513-	93		
<u>Line Item Date</u> 05/25/2017	Line Item Description 4/28-5/30/17	<u>Line Item Account</u> 215-6010-6115-8140-000	51.36
nv 3-032-0513-93	Total		51.36
nv 3-032-2521-	62		
<u>Line Item Date</u> 05/25/2017	<u>Line Item Description</u> 4/28-5/30/17	<u>Line Item Account</u> 215-6010-6201-8140-000	54.31
(nv 3-032-2521-62	Total		54.31
nv 3-032-4192-	98		
<u>Line Item Date</u> 05/27/2017	Line Item Description 4/26-5/25/17	<u>Line Item Account</u> 215-6010-6201-8140-000	47.97
nv 3-032-4192-98	Total		47.97
nv 3-035-3494-	19		
Line Item Date 05/31/2017	<u>Line Item Description</u> 4/28-5/30/17	<u>Line Item Account</u> 215-6010-6115-8140-000	51.86
nv 3-035-3494-19	Total		51.86
nv 3-035-6502-	21		
<u>Line Item Date</u> 05/25/2017	<u>Line Item Description</u> 4/28-5/30/17	<u>Line Item Account</u> 101-6010-6601-8140-000	255.39
inv 3-035-6502 - 21	Total		255.39
nv 3-037-6075-	39		_
Line Item Date	<u>Line Item Description</u> 4/28-5/30/17	· <u>Line Item Account</u> 215-6010-6115-8140-000	50.55

	er Check Date	Amoui
Inv 3-037-	6075-39 Total	50.:
Inv 3-0	45-8045-41	
Line Item 1 05/25/2017		<u>Line Item Account</u> 2-6010-6417-8140-000 24.:
Inv 3-045-	8045-41 Total	24.
198716 Total:		21,517.5
SOU6666 - So. (CA Edison Co. Total:	22,040.4
198736	uth Pasadena Part Time Employees Assn. Line Item Account 06/15/2017 /E 6/I 1/I7	
Inv P/R <u>Line Item I</u> 06/13/2017	Date Line Item Description	<u>Line Item Account</u> 0-0000-0000-2249-000 624.
00/15/2017	Assii. Dues	624.0
Inv P/R/E	5/1 1/17 Total	
Inv P/R/E (5/1 1/17 Total	624.0
198736 Total:	o/1 1/17 Total	624.6
198736 Total: EAP7000 - So		
198736 Total: EAP7000 - So SWRCB900 - S' 198717	uth Pasadena Part Time Employees Assn. Total: WRCB Accounting Office Line Item Account	
198736 Total: EAP7000 - So SWRCB900 - S' 198717	uth Pasadena Part Time Employees Assn. Total: WRCB Accounting Office Line Item Account 06/08/2017 -0133126 Date Line Item Description	
198736 Total: EAP7000 - So SWRCB900 - S' 198717 Inv SW Line Item 1 04/05/2017	uth Pasadena Part Time Employees Assn. Total: WRCB Accounting Office Line Item Account 06/08/2017 -0133126 Date Line Item Description	
198736 Total: EAP7000 - So SWRCB900 - S' 198717 Inv SW Line Item 1 04/05/2017	uth Pasadena Part Time Employees Assn. Total: WRCB Accounting Office Line Item Account 06/08/2017 -0133126 Date Line Item Description Storm Water Permit for Garfield Reservoir 4/1/17-3/31/18 500	Line Item Account 0-9000-9266-9266-000 527.0
198736 Total: EAP7000 - So SWRCB900 - S' 198717 Inv SW Line Item I 04/05/2017 Inv SW-01	uth Pasadena Part Time Employees Assn. Total: WRCB Accounting Office Line Item Account 06/08/2017 -0133126 Date Line Item Description Storm Water Permit for Garfield Reservoir 4/1/17-3/31/18 500	Line Item Account 0-9000-9266-9266-000 527.0
198736 Total: EAP7000 - So SWRCB900 - S' 198717 Inv SW Line Item I 04/05/2017 Inv SW-01 198717 Total: SWRCB900 - S'	uth Pasadena Part Time Employees Assn. Total: WRCB Accounting Office Line Item Account 06/08/2017 7-0133126 Date Line Item Description 7 Storm Water Permit for Garfield Reservoir 4/1/17-3/31/18 500 33126 Total WRCB Accounting Office Total: e, Gary Line Item Account 06/15/2017	Line Item Account 0-9000-9266-9266-000 527.0
198736 Total: SWRCB900 - So SWRCB900 - S' 198717 Inv SW Line Item I 04/05/2017 Inv SW-01 198717 Total: SWRCB900 - S' GSZE4010 - Szt 198724	uth Pasadena Part Time Employees Assn. Total: WRCB Accounting Office Line Item Account 06/08/2017 -0133126 Date Line Item Description Storm Water Permit for Garfield Reservoir 4/1/17-3/31/18 500 33126 Total WRCB Accounting Office Total: e, Gary Line Item Account 06/15/2017	Line Item Account 0-9000-9266-9266-000 527.0
198736 Total: EAP7000 - So SWRCB900 - S' 198717 Inv SW Line Item I 04/05/2017 Inv SW-01 198717 Total: SWRCB900 - S' GSZE4010 - Szc 198724 Inv 6/90 Line Item I	uth Pasadena Part Time Employees Assn. Total: WRCB Accounting Office Line Item Account 06/08/2017 -0133126 Date Line Item Description Storm Water Permit for Garfield Reservoir 4/1/17-3/31/18 33126 Total WRCB Accounting Office Total: e, Gary Line Item Account 06/15/2017 /// Date Line Item Description Reimb, Refreshments Search for Missing Child 6/9/17 101	Line Item Account 0-9000-9266-9266-000 527.0 527.0 527.0

	The state of the s		
GSZE4010 - Sze, Gary	y Total:	C	918.15
IM4011 - Time Warı	ner Cable Line Item Account		(
	06/08/2017 .		
Inv 008 00120	005		
Line Item Date	Line Item Description	Line Item Account	1.50
05/21/2017	Library 5/29-6/28/17	101-8010-8011-8180-000	1.58
Inv 008 0012005	Total		1.58
Inv 008 00701	93		
Line Item Date	Line Item Description	Line Item Account	
05/21/2017	Skate Park Cable 6/1-6/30/17	101-4010-4011-8110-000	-4.19
Inv 008 0070193	Total		-4.19
Inv 008 02249			
Line Item Date	Line Item Description	Line Item Account	_
05/28/2017	Internet Upgrade 6/8-7/7/17	101-3010-3032-8150-000	359.42
Inv 008 0224964	Total		359.42
98718 Total:			356.81
70/16 10041.			330.01
M4011 - Time Warı	ner Cable Total:		356.81
	et Line Item Account 06/08/2017		
Inv 2016-2017			
<u>Line Item Date</u> 06/06/2017	Line Item Description Dog Food for Barry & Lisu Covers for One Year Period	<u>Line Item Account</u> 101-4010-4011-8035-000	2,202.94
Inv 2016-2017 To	sta [2,202.94
Inv 2016-2017 10	nai		2,202.94
98719 Total:			2,202.94
RBP8035 - Urban Pe	et Total:	,	2,202.94
ERW6711 - Verizon	Wireless Line Item Account		
98720 0 Inv 978634120	06/08/2017 08		
Line Item Date	Line Item Description	Line Item Account	
05/23/2017	Mobile Broadband 4/24-5/23/17	101-3010-3032-8150-000	16.05
Inv 9786341208 7	[otal		16.05
	· Colui		10.05
			(
98720 Total:			16.05
P-Check Detail (6/15/	/2017 - 8:55 AM)		Page 25

8 - 30

E	RW6711 - Verizon	Wireless Total:		16.05
		dustries, Inc Line Item Account		
196	7098 06 103-1103979	5/01/201 7 9-1		
	<u>Line Item Date</u> 01/24/2017	Line Item Description FD Overhead Door Maint. Services	<u>Line Item Account</u> 105-9000-9230-9230-000	584.00
	Inv 03-1103979-1	Total		584.00
	Inv 03-1112678	3-1		
	<u>Line Item Date</u> 02/28/2017	<u>Line Item Description</u> Repairs to Overhead Doors @ FD	<u>Line Item Account</u> 105-9000-9230-9230-000	5,870.03
	Inv 03-1112678-1	Total		5,870.03
. 198	8698 Total:			6,454.03
vo	RT6116 - Vortex In	dustries, Inc Total:		6,454.03
	8737 06	cial Line Item Account 5/15/2017		
\bigcirc	Inv P/R/E 6/11/ Line Item Date 06/13/2017	Line Item Description Deferred Comp	<u>Line Item Account</u> 700-0000-0000-2260-000	2,207.59
	Inv P/R/E 6/11/17	Total		2,207.59
198	8737 Total:			2,207.59
INC	G1680 - Voya Financ	cial Total:		2,207.59
	8721 .06	erials Co. & Affiliates Line Item Account //08/2017		
	Inv 71432177 <u>Line Item Date</u> 04/21/2017 04/21/2017	Line Item Description Cold Mix & Concrete Sand Cold Mix & Concrete Sand	<u>Line Item Account</u> 500-6010-6710-8020-000 230-6010-6116-8020-000	857.90 857.90
	Inv 71432177 Tota			1,715.80
198	8721 Total:			1,715.80
V UI	L6601 - Vulcan Mat	erials Co. & Affiliates Total:		1,715.80

Total:

600,135.08

ATTACHMENT 3 General City Warrant List

Accounts Payable

Check Detail

User:

mfestejo

Printed:

06/15/2017 - 9:23AM





Check Number Check Date		Amount
AACL2021 - A & A C LLC Line Item Account 198738 06/21/2017 Inv 2017-INV0171		
<u>Line Item Date</u> <u>Line Item Description</u> 05/18/2017 Website & Social Media Consulting Svcs 4/17	<u>Line Item Account</u> & 5/17 101-2010-2021-8170-000	1,500.00
Inv 2017-INV0171 Total		1,500.00
98738 Total:		1,500.00
ACL2021 - A & A C LLC Total:		1,500.00
ACS4010 - AAA Container Sales & Rentals Line Item Account 98739 06/21/2017 Inv 2558		
Line Item Date 06/02/2017 Steel Container for PD Evidence Room	<u>Line Item Account</u> 101-4010-4011-8020-000	2,086.00
Inv 2558 Total	,	2,086.00
98739 Total:		2,086.00
ACS4010 - AAA Container Sales & Rentals Total:		2,086.00
SOP8030 - Aire Serv of Pasadena Line Item Account 98740 06/21/2017 Inv 53482430		•
Line Item Date Line Item Description 05/25/2017 City Hall Basement A/C Inspection	<u>Line Item Account</u> 101-6010-6601-8020-000	99.00
Inv 53482430 Total		99.00
Inv 53517319		
Line Item Date Line Item Description 05/09/2017 Library Window A/C Replacement Svc	<u>Line Item Account</u> 101-8010-8011-8120-000	3,000.00
Inv 53517319 Total		3,000.00
98740 Total:		3,099.00

ANCO2265 - AKD Consulfing Line Item Account 98741 9621/2017 thr			
198741 0.0212/017	ASOP8030 - Aire Serv of Pasadena Total:		3,099.0
Line Item Date Care Part City Water Facilities Capital ImprovementProjectMgmt Sve5/17 S00-6010-6711-8170-000 7,874			
198742 Total: 261.			
198741 Total: 7,874 AKDC9265 - AKD Consulting Total: 7,874 ALH0179 - Alhambra Car Wash Line Item Account 198742 0621/2017 Inv May 2017 Line Item Date Line Item Description 0606/2017 PD Car Washes 5/17 101-4010-4011-8190-000 261 Inv May 2017 Total 261 ALH0179 - Alhambra Car Wash Total: 261 ACMT2920 - All City Management Line Item Account 198743 0621/2017 Inv 48844 Line Item Date Line Item Description 05/10/2017 PD School Crossing Guard Sves 4/23-5/6/17 101-4010-4011-8180-000 6,884 Inv 48844 Total 6,884 ACMT2920 - All City Management Total: 6,884 ALL0197 - All Star Fire Equipment, Inc. Line Item Account 198744 06/21/2017 Inv 197737 Line Item Date 06/21/2017 Inv 197737 Line Item Date 1 Line Item Description 101-5010-5011-8020-000 379			7,874.0
AKDC9265 - AKD Consulting Total: 7,874. ALM0179 - Alhambra Car Wash Line Item Account 198742 06721/2017 Inv May 2017 Line Item Date Line Item Description	Inv CSP 2017-6 Total		7,874.0
ALH0179 - Albambra Car Wash Line Item Account 198742 06/21/2017 Line Item Date Line Item Description Of/06/2017 PD Car Washes 5/17 101-4010-4011-8100-000 261 Inv May 2017 Total 261 98742 Total: 261 ALH0179 - Albambra Car Wash Total: 261 ACMT2920 - All City Management Line Item Account 198743 06/21/2017 101-4010-4011-8180-000 6,884 198743 Total: 6,884 Line Item Date Line Item Description Line Item Account 198743 101-4010-4011-8180-000 6,884 198743 Total: 6,884 Liny 48844 Total 6,884 ACMT2920 - All City Management Total: 6,884 ACMT2920 - All City Management Total: 6,884 ACMT2920 - All City Management Total: 6,884 ALL0197 - All Star Fire Equipment, Inc. Line Item Account 198744 06/21/2017 101-101-101-101-101-101-101-101-101-101	198741 Total;		7,874.0
198742	AKDC9265 - AKD Consulting Total:		7,874.0
Line Item Date Color PD Car Washes 5/17 101-4010-4011-8100-000 261.			
101-4010-4011-8100-000 261	Inv May 2017		
98742 Total: 261. ALH0179 - Alhambra Car Wash Total: 261. ACMT2920 - All City Management Line Item Account 198743 06/21/2017 Inv 48844 Line Item Date 05/10/2017 PD School Crossing Guard Svcs 4/23-5/6/17 101-4010-4011-8180-000 6,884. Inv 48844 Total 6,884. 4CMT2920 - All City Management Total: 6,884. ACMT2920 - All City Management Total: 6,884. ALL0197 - All Star Fire Equipment, Inc. Line Item Account 198744 06/21/2017 Inv 197737 Line Item Date 06/21/2017 Inv 197737 Line Item Date Line Item Description Line Item Account 04/12/2017 FD Dept. Supplies 101-5010-5011-8020-000 379.		,	261.0
ALH0179 - Alhambra Car Wash Total: ACMT2920 - All City Management Line Item Account 198743 06/21/2017 Inv 48844 Line Item Date Line Item Description	Inv May 2017 Total		261.
ACMT2920 - All City Management Line Item Account 198743 06/21/2017 Inv 48844 Line Item Date Line Item Description 05/10/2017 PD School Crossing Guard Svcs 4/23-5/6/17 101-4010-4011-8180-000 6,884. Inv 48844 Total 6,884. ACMT2920 - All City Management Total: 6,884. ACMT2920 - All City Management Total: 6,884. ALL0197 - All Star Fire Equipment, Inc. Line Item Account 198744 06/21/2017 Inv 197737 Line Item Date Line Item Description 04/12/2017 Line Item Date Line Item Description 04/12/2017 FD Dept. Supplies 379.	198742 Total:		261.0
198743	ALH0179 - Alhambra Car Wash Total:		261.0
Inv 48844 Line Item Date Line Item Description Line Item Account 101-4010-4011-8180-000 6,884. Inv 48844 Total 6,884.			
DS/10/2017 PD School Crossing Guard Svcs 4/23-5/6/17 101-4010-4011-8180-000 6,884.			
198743 Total: 6,884. ACMT2920 - All City Management Total: 6,884. ALL0197 - All Star Fire Equipment, Inc. Line Item Account 198744 06/21/2017 Inv 197737 Line Item Date 04/12/2017 Line Item Description Line Item Account 04/12/2017 FD Dept. Supplies 101-5010-5011-8020-000 379.			6,884.0
ACMT2920 - All City Management Total: ALL0197 - All Star Fire Equipment, Inc. Line Item Account 198744 06/21/2017 Inv 197737 Line Item Date 04/12/2017 FD Dept. Supplies 6,884. Line Item Account 198744 101-5010-5011-8020-000 379.	Inv 48844 Total		6,884.
ALL0197 - All Star Fire Equipment, Inc. Line Item Account 198744 06/21/2017 Inv 197737 Line Item Date 04/12/2017 FD Dept. Supplies Line Item Date 101-5010-5011-8020-000 379.	198743 Total:		6,884.0
198744 06/21/2017 Inv 197737 Line Item Date Line Item Description Line Item Account 04/12/2017 FD Dept. Supplies 101-5010-5011-8020-000 379.	ACMT2920 - All City Management Total:		6,884.0
Line Item Date Line Item Description Line Item Account 04/12/2017 FD Dept. Supplies 101-5010-5011-8020-000 379.			
04/12/2017 FD Dept. Supplies 101-5010-5011-8020-000 379.	Inv 197737		
Inv 197737 Total 379.			379.:
	Inv 197737 Total		379.5

Check Number (Check Date		Amount
Inv 198015			•
Line Item Date 04/25/2017	<u>Line Item Description</u> FD Dept. Supplies	<u>Line Item Account</u> 101-5010-5011-8020-000	154.43
Inv 198015 Total	•		154.43
Inv. 198793			
Line Item Date 05/23/2017	Line Item Description FD Safety Equipment	<u>Line Item Account</u> 101-5010-5011-8134-000	646.46
Inv 198793 Total			646.46
Inv 198961			
Line Item Date 06/02/2017	<u>Line Item Description</u> FD Fire Extinguisher w/ Wall Mount Bracket	<u>Line Item Account</u> 101-5010-5011-8110-000	204.52
Inv 198961 Total			204.52
98744 Total:			1,384.95
LL0197 - All Star Fi	ire Equipment, Inc. Total:	•	1,384.95
	Elevator Services Line Item Account		
98745 0 Inv DVA0839	06/21/2017 98517		
<u>Line Item Date</u> 04/20/2017	<u>Line Item Description</u> Citywide Elevator Maint. 5/17	<u>Line Item Account</u> 101-6010-6601-8120-000	391.48
Inv DVA0839851	17 Total	•	391.48
Inv DVA0839	98617		
<u>Line Item Date</u> 05/22/2017	<u>Line Item Description</u> Citywide Elevator Maint. Svc 6/17	<u>Line Item Account</u> 101-6010-6601-8120-000	391.48
Inv DVA0839861	7 Total		391.48
98745 Total:	•		782.96
MT0229 - Amtech E	Clevator Services Total:		. 782.96
98746 0	Uniform Services Line Item Account 06/21/2017		
Inv 532468259	9 <u>Line Item Description</u>	Line Item Account	
Line Item Date		215-6010-6201-8132-000	7.90
05/25/2017	Uniform Svcs	000 0000 0000 000	
05/25/2017 05/25/2017	Uniform Svcs	230-6010-6116-8132-000	30.45
05/25/2017		230-6010-6116-8132-000 500-6010-6711-8132-000 101-6010-6601-8132-000	30.45 13.95 12.85

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Uniform Svcs	500-6010-6710-8132-000 2 215-6010-6310-8132-000
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	101-6010-6601-8132-000
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ate Line Item Description	Line Item Account
Uniform Svcs	101-6010-6601-8132-000
Uniform Svcs	210-6010-6501-8132-000 7
Uniform Svcs	230-6010-6116-8132-000 3
Uniform Svcs	215-6010-6310-8132-000 1
Uniform Svcs	500-6010-6710-8132-000 9
Uniform Svcs	215-6010-6201-8132-000 1
Uniform Svcs	500-6010-6711-8132-000
82 Total	. 25
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ark Uniform Services Total:	478
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	Linc Item Account
Refund Dropped Camp Class	101-0000-0000-5270-002
Total	15
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ur, Jessica Total:	150
* & Taylor Books Line Item Account	
r & Taylor Books Line Item Account 06/21/2017 589150	
06/21/2017	<u>Line Item Account</u>
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	eck Date		Amount
Inv 3021589150 Total	al		111.80
Inv 3021600918			,
<u>Line Item Date</u> 05/15/2017	Line Item Description Books	<u>Line Item Account</u> 101-8010-8011-8080-000	165.36
Inv 3021600918 Tota	al		165.36
Inv 4011901990			
<u>Line Item Date</u> 05/02/2017	Line Item Description Books	<u>Line Item Account</u> 101-8010-8011-8080-000	17.46
Inv 4011901990 Tota	al		17.46
Inv 4011914039			·
<u>Line Item Date</u> 05/16/2017	Line Item Description Books	<u>Line Item Account</u> 101-8010-8011-8080-000	11.17
Inv 4011914039 Tota	al		11.17
748 Total:			
	vlor Books Total: vlor Entertainment Line Item Account 21/2017		305.79
	lor Entertainment Line Item Account	<u>Line Item Account</u> 101-8010-8011-8080-000	305.79
0369 - Baker & Tay 0366 - Baker & Tay 749 06/2 Inv T58408010 Line Item Date	Plor Entertainment Line Item Account 21/2017 Line Item Description Dvds, CDs & Videos		
0369 - Baker & Tay 0366 - Baker & Tay 749 06/2 Inv T58408010 Line Item Date 05/04/2017	Plor Entertainment Line Item Account 21/2017 Line Item Description Dvds, CDs & Videos		305.79
10369 - Baker & Tay 10366 - Baker & Tay 149 06/2 Inv T58408010 Line Item Date 05/04/2017 Inv T58408010 Tota	Plor Entertainment Line Item Account 21/2017 Line Item Description Dvds, CDs & Videos		9.57 9.57
10369 - Baker & Tay 10366 - Baker & Tay 149 06/2 Inv T58408010 Line Item Date 05/04/2017 Inv T58408010 Total Inv T58609560 Line Item Date	Vor Entertainment Line Item Account 21/2017 Line Item Description Dvds, CDs & Videos Line Item Description Dvds, CDs & Videos	101-8010-8011-8080-000 Line Item Account	9.57 9.57 52.98
10369 - Baker & Tay 10366 - Baker & Tay 149 06/2 Inv T58408010 Line Item Date 05/04/2017 Inv T58408010 Tota Inv T58609560 Line Item Date 05/09/2017	Vor Entertainment Line Item Account 21/2017 Line Item Description Dvds, CDs & Videos Line Item Description Dvds, CDs & Videos	101-8010-8011-8080-000 Line Item Account	9.57 9.57 52.98
10369 - Baker & Tay 10366 - Baker & Tay 149 06/2 Inv T58408010 Line Item Date 05/04/2017 Inv T58408010 Total Inv T58609560 Line Item Date 05/09/2017 Inv T58609560 Total	Vor Entertainment Line Item Account 21/2017 Line Item Description Dvds, CDs & Videos Line Item Description Dvds, CDs & Videos	101-8010-8011-8080-000 Line Item Account	305.79 9.57
10369 - Baker & Tay 10366 - Baker & Tay 149 06/2 Inv T58408010 Line Item Date 05/04/2017 Inv T58408010 Tota Inv T58609560 Line Item Date 05/09/2017 Inv T58609560 Tota Inv T59278650 Line Item Date	Line Item Description Dvds, CDs & Videos Line Item Description Dvds, CDs & Videos Line Item Description Dvds, CDs & Videos Line Item Description Dvds, CDs & Videos	101-8010-8011-8080-000 <u>Line Item Account</u> 101-8010-8011-8080-000 <u>Line Item Account</u>	9.57 9.57 52.98 52.98
10369 - Baker & Tay 10366 - Baker & Tay 1749 06/2 Inv T58408010 Line Item Date 05/04/2017 Inv T58408010 Total Inv T58609560 Line Item Date 05/09/2017 Inv T58609560 Total Inv T59278650 Line Item Date 05/25/2017	Line Item Description Dvds, CDs & Videos Line Item Description Dvds, CDs & Videos Line Item Description Dvds, CDs & Videos Line Item Description Dvds, CDs & Videos	101-8010-8011-8080-000 <u>Line Item Account</u> 101-8010-8011-8080-000 <u>Line Item Account</u>	9.57 9.57 9.57 52.98 52.98

198750 06	rt Line Item Account /21/2017		
Inv 6/5/17	/21/201/		
	Time There December in	Line Item Account	
<u>Line Item Date</u> 06/05/2017	<u>Line Item Description</u> Reimb. PD Educational Classes	101-4010-4011-8020-000	900.0
Inv 6/5/17 Total		•	900.0
198750 Total:			900.0
56750 Total.			,,,,,
AR0382 - Bartl, Rober	rt Total:		900.0
AL0100 - CA Dental F	Buying Group Line Item Account		
	/21/2017		
Inv R05170709			
Line Item Date	Line Item Description	Line Item Account	
05/31/2017	FD Oxygen Cylinder Rental 5/17	101-5010-5011-8025-000	123.5
Inv R05170709 Tot	al .	•	123.5
111/105/70/05 101			
98751 Total:			123.5
AL0100 - CA Dental B	Suving Group Total:	·	123.5
	,		1
AL5236 - CA Linen Se	ervices Line Item Account		
AL5236 - CA Linen Se 98752 06/	,		
AL5236 - CA Linen Se 98752 06/ Inv 1402830	ervices Line Item Account /21/2017		
AL5236 - CA Linen Se 98752 06/ Inv 1402830 <u>Line Item Date</u>	ervices Line Item Account /21/2017 Line Item Description	<u>Line Item Account</u> 101-5010-5011-8020-000	
AL5236 - CA Linen Se 98752 06/ Inv 1402830	ervices Line Item Account /21/2017	<u>Line Item Account</u> 101-5010-5011-8020-000	
AL5236 - CA Linen Se 98752 06/ Inv 1402830 <u>Line Item Date</u>	ervices Line Item Account /21/2017 Line Item Description		126.5
2AL5236 - CA Linen Se 98752 06/ Inv 1402830 <u>Line Item Date</u> 05/29/2017 Inv 1402830 Total	ervices Line Item Account /21/2017 Line Item Description		126.5
AL5236 - CA Linen Se 98752 06/ Inv 1402830 <u>Line Item Date</u> 05/29/2017	ervices Line Item Account /21/2017 Line Item Description		126.5
AL5236 - CA Linen Se 98752 06/ Inv 1402830 <u>Line Item Date</u> 05/29/2017 Inv 1402830 Total Inv 1404945 <u>Line Item Date</u>	ervices Line Item Account /21/2017 Line Item Description FD Dept. Supplies Line Item Description	101-5010-5011-8020-000 <u>Line Item Account</u>	126.5 126.5
PAL5236 - CA Linen Se 98752 06/ Inv 1402830 <u>Line Item Date</u> 05/29/2017 Inv 1402830 Total Inv 1404945	ervices Line Item Account /21/2017 Line Item Description FD Dept. Supplies	101-5010-5011-8020-000	126.5 126.5
PAL5236 - CA Linen Se 98752 06/ Inv 1402830 <u>Line Item Date</u> 05/29/2017 Inv 1402830 Total Inv 1404945 <u>Line Item Date</u>	ervices Line Item Account /21/2017 Line Item Description FD Dept. Supplies Line Item Description	101-5010-5011-8020-000 <u>Line Item Account</u>	126.5 126.5
2AL5236 - CA Linen Sec 98752 06/ Inv 1402830 <u>Line Item Date</u> 05/29/2017 Inv 1402830 Total Inv 1404945 <u>Line Item Date</u> 06/05/2017	ervices Line Item Account /21/2017 Line Item Description FD Dept. Supplies Line Item Description	101-5010-5011-8020-000 <u>Line Item Account</u>	126.5 126.5
2AL5236 - CA Linen Sec 98752 06/ Inv 1402830 <u>Line Item Date</u> 05/29/2017 Inv 1402830 Total Inv 1404945 <u>Line Item Date</u> 06/05/2017	ervices Line Item Account /21/2017 Line Item Description FD Dept. Supplies Line Item Description	101-5010-5011-8020-000 <u>Line Item Account</u>	126.5 126.5
AL5236 - CA Linen Sec 98752 066 Inv 1402830 <u>Line Item Date</u> 05/29/2017 Inv 1402830 Total Inv 1404945 <u>Line Item Date</u> 06/05/2017 Inv 1404945 Total Inv 1404945 Total	Ervices Line Item Account /21/2017 Line Item Description FD Dept. Supplies Line Item Description FD Dept. Supplies	101-5010-5011-8020-000 <u>Line Item Account</u>	126.5 126.5
AL5236 - CA Linen Se 98752 06/ Inv 1402830 <u>Line Item Date</u> 05/29/2017 Inv 1402830 Total Inv 1404945 <u>Line Item Date</u> 06/05/2017 Inv 1404945 Total	ervices Line Item Account /21/2017 Line Item Description FD Dept. Supplies Line Item Description	101-5010-5011-8020-000 <u>Line Item Account</u> 101-5010-5011-8020-000	126.5 126.5 126.5
AL5236 - CA Linen Sec 98752 06// Inv 1402830 Line Item Date 05/29/2017 Inv 1402830 Total Inv 1404945 Line Item Date 06/05/2017 Inv 1404945 Total Inv 1407541 Line Item Date 06/12/2017	Ervices Line Item Account (21/2017 Line Item Description FD Dept. Supplies Line Item Description FD Dept. Supplies	101-5010-5011-8020-000 <u>Line Item Account</u> 101-5010-5011-8020-000 <u>Line Item Account</u>	126.5 126.5 126.5 126.5
2AL5236 - CA Linen Sec 98752 066 Inv 1402830 Line Item Date 05/29/2017 Inv 1402830 Total Inv 1404945 Line Item Date 06/05/2017 Inv 1404945 Total Inv 1407541 Line Item Date	Ervices Line Item Account (21/2017 Line Item Description FD Dept. Supplies Line Item Description FD Dept. Supplies	101-5010-5011-8020-000 <u>Line Item Account</u> 101-5010-5011-8020-000 <u>Line Item Account</u>	126.5 126.5 126.5 126.5
AL5236 - CA Linen Sec 98752 06// Inv 1402830 Line Item Date 05/29/2017 Inv 1402830 Total Inv 1404945 Line Item Date 06/05/2017 Inv 1404945 Total Inv 1407541 Line Item Date 06/12/2017	Ervices Line Item Account (21/2017 Line Item Description FD Dept. Supplies Line Item Description FD Dept. Supplies	101-5010-5011-8020-000 <u>Line Item Account</u> 101-5010-5011-8020-000 <u>Line Item Account</u>	126.5 126.5 126.5 126.5
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AL5236 - CA Linen Sec 98752 06// Inv 1402830 Line Item Date 05/29/2017 Inv 1402830 Total Inv 1404945 Line Item Date 06/05/2017 Inv 1404945 Total Inv 1407541 Line Item Date 06/12/2017 Inv 1407541 Total	Line Item Description FD Dept. Supplies Line Item Description FD Dept. Supplies Line Item Description FD Dept. Supplies Line Item Description FD Dept. Supplies	101-5010-5011-8020-000 <u>Line Item Account</u> 101-5010-5011-8020-000 <u>Line Item Account</u>	126.59 126.59 126.59

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CAME2015 - CA Mainte	enance & Environmental Line Item Account		
198753 06/	21/2017		()
Inv 25465			
Line Item Date	Line Item Description	Line Item Account	
05/15/2017	FD Performed AQMD Testing	101-2010-2011-8100-000	13.15
05/15/2017	FD Performed AQMD Testing	101-7010-7011-8100-000	13.15
05/15/2017	FD Performed AQMD Testing	101-4010-4011-8105-000	565.54
05/15/2017	FD Performed AQMD Testing	101-6010-6011-8100-000	13.15
05/15/2017	FD Performed AQMD Testing	101-5010-5011-8100-000	52.61
03/13/2017	1 D Tottoffind / Q. 100 Ling	101 3010 3011 0100-000	52.01
Inv 25465 Total			657.60
Inv 25466			
1114 25 100			
Line Item Date	Line Item Description	Line Item Account	
05/15/2017	Underground Storage Tank Inspection & Vapor Testing	101-6010-6601-8120-000	465.00
		ı	
Inv 25466 Total			465.00
Inv 25568			
.		7. 7.	
Line Item Date	Line Item Description	Line Item Account	100.00
06/01/2017	Underground Storage Tank Inspection May 17	101-6010-6015-8180-000	100.00
T 25560 TF 4 1			100.00
Inv 25568 Total			100.00
Inv 25569			
Line Item Date	Line Item Description	Line Item Account	()
06/01/2017	Monthly Underground Storage Tank Inspection May 17	101-6010-6011-8100-000	2,00
06/01/2017	Monthly Underground Storage Tank Inspection May 17	101-7010-7011-8100-000	2.00
06/01/2017	Monthly Underground Storage Tank Inspection May 17	101-5010-5011-8100-000	8.00
06/01/2017	Monthly Underground Storage Tank Inspection May 17	101-4010-4011-8105-000	86.00
06/01/2017	Monthly Underground Storage Tank Inspection May 17	101-2010-2011-8100-000	2.00
00/01/2017	Wollany Oliderground Biorage Tank Inspection Way 17	101-2010-2011-0100-000	2.00
Inv 25569 Total			100.00
1117 25505 Total			
100550 T			1 222 60
198753 Total:			1,322.60
CAME2015 CA Mainte	enance & Environmental Total:		1,322.60
CAMEZOIS - CA Mainte	enance & Environmental Total:		1,522.00
CAT 0950 - Cal Pland Ca	oils Inc. Line Item Account		
	21/2017		
Inv 58586			
IIIA 20200	·		
Line Item Date	Line Item Description	Line Item Account	
05/01/2017	Playground Sand	232-6010-6417-8110-000	1,310.38
Inv 58586 Total			1,310.38
Inv 58587			
		** • • • • • • • • • • • • • • • • • •	
Line Item Date	Line Item Description	Line Item Account	1.10.20
05/01/2017	Playground Sand	232-6010-6417-8110-000	1,110.38

Che	ck Number C	Check Date		Amount
	Inv 58587 Total			1,110.38
	Inv 59922			
	<u>Line Item Date</u> 05/02/2017	Line Item Description Playground Sand	<u>Line Item Account</u> 232-6010-6417-8110-000	1,410.38
	Inv 59922 Total			1,410.38
1987	754 Total:			3,831.14
CAL	.0950 - Cal Blend S	Soils Inc. Total:		3,831.14
CAN	10607 - Cantu Graj	phics Line Item Account		
1987		5/21/2017		
	Line Item Date 04/08/2017	Line Item Description Business License BLUE Trifold Forms	<u>Line Item Account</u> 101-3010-3011-8020-000	135.94
	Inv 1711 Total			135.94
	Inv 1762			
	<u>Line Item Date</u> 05/09/2017	Line Item Description FD Dept. Supplies	<u>Line Item Account</u> 101-5010-5011-8020-000	282.70
	Inv 1762 Total			282.70
	Inv 1789			
	Line Item Date 05/18/2017	<u>Line Item Description</u> FD Business Cards	<u>Line Item Account</u> 101-5010-5011-8020-000	43.45
	Inv 1789 Total			43.45
	Inv 1795			
	<u>Line Item Date</u> 05/25/2017	<u>Line Item Description</u> Library Envelopes	<u>Line Item Account</u> 101-8010-8011-8050-000	429.56
	Inv 1795 Total			429.56
	Inv 1803			
	<u>Line Item Date</u> 05/01/2017	<u>Line Item Description</u> Library Envelopes	<u>Line Item Account</u> 101-8010-8011-8050-000	195.75
	Inv 1803 Total			195.75
	Inv 1805			
	<u>Line Item Date</u> 05/31/2017	<u>Line Item Description</u> Finance Business Cards	<u>Line Item Account</u> 101-3010-3011-8020-000	173.78
	Inv 1805 Total	·		173.78

Check Number Ch	eck Date		Amount
Inv 1806			
<u>Line Item Date</u> 06/01/2017	<u>Line Item Description</u> Stickers for "City of Trees Sign" 18 Years	<u>Line Item Account</u> 101-6010-6410-8020-000	38.06
Inv 1806 Total			38.06
•			
98755 Total:			1,299.24
AN0607 - Cantu Grap	hics Total:		1,299.24
	ren & Company Line Item Account 21/2017		
Inv 66813	,		
<u>Line Item Date</u> 05/31/2017	<u>Line Item Description</u> Liability Claims Admin Fee 5/17	<u>Line Item Account</u> 103-2010-2501-8020-000	1,170.00
Inv 66813 Total			1,170.00
8756 Total:			1,170.00
VNC2501 - Carl Warı	ren & Company Total:		1,170.00
	tems Inc. Line Item Account 21/2017		
Inv 4324			
<u>Line Item Date</u> 05/24/2017	Line Item Description Sr. Center Meals w/ 5/8-12/17	<u>Line Item Account</u> 101-8030-8021-8180-000	1,701.26
Inv 4324 Total			1,701.26
Inv 4324 Total Inv 4330			1,701.26
	Line Item Description Sr. Center Meals w/ 5/15-19/17	<u>Line Item Account</u> 101-8030-8021-8180-000	1,701.26 1,814.12
Inv 4330 <u>Line Item Date</u>			
Inv 4330 <u>Line Item Date</u> 05/24/2017			1,814.12
Inv 4330 <u>Line Item Date</u> 05/24/2017 Inv 4330 Total			1,814.12
Inv 4330 Line Item Date 05/24/2017 Inv 4330 Total Inv 4341 Line Item Date	Sr. Center Meals w/ 5/15-19/17 Line Item Description	101-8030-8021-8180-000 <u>Line Item Account</u>	1,814.12 1,814.12
Inv 4330 <u>Line Item Date</u> 05/24/2017 Inv 4330 Total Inv 4341 <u>Line Item Date</u> 06/01/2017 Inv 4341 Total	Sr. Center Meals w/ 5/15-19/17 Line Item Description	101-8030-8021-8180-000 <u>Line Item Account</u>	1,814.12 1,814.12 1,291.62
Inv 4330 <u>Line Item Date</u> 05/24/2017 Inv 4330 Total Inv 4341 <u>Line Item Date</u> 06/01/2017	Sr. Center Meals w/ 5/15-19/17 Line Item Description Sr. Center Meals w/ 5/22-26/17	101-8030-8021-8180-000 <u>Line Item Account</u>	1,814.12 1,814.12 1,291.62 1,291.62

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AP-Check Detail (6/15/2017 - 9:23 AM)

Check N	umber Cl	heck Date		Amount
198758 Inv	06 Spring 2017	6/21/2017 7		
	Item Date	Line Item Description	Line Item Account	
	0/2017	Field Instruction Social Work Program Spring 2017	101-8030-8021-8170-000	1,750.00
Inv S	Spring 2017 To	otal .		1,750.00
198 75 8 T	'otal:			1,750.00
NCVR818	80 - Cavalier, I	Nikki Total:		1,750.00
CBE5011	- CBE Los An	ngeles Line Item Account		
198759		/21/2017		
Inv	1897035			
	<u>Item Date</u> 0/2017	<u>Line Item Description</u> PW Copier Overages 4/20-5/19/17	<u>Line Item Account</u> 101-6010-6011-8020-000	50.88
Inv 1	1897035 Total			50.88
198 7 59 T	otal:			50.88
CBE5011	- CBE Los An	igeles Total:		50.88
ERE932	24 - Cerco Eng	ineering Line Item Account		
198760		/21/2017	÷	
Inv	Retention			
	Item Date 1/2017	Line Item Description Library Drainage Improvement Project - Retention	<u>Line Item Account</u> 101-9000-9324-9324-000	15,887.75
V4/1	1/201/	Liorary Diamage improvement Project - Retention	101-9000-9324-9324-000	13,007.73
Inv F	Retention Total	•		15,887.75
198760 T	otal:			15,887.75
CERE932	4 - Cerco Engi	ineering Total:		15,887.75
		ng Line Item Account		
198761	06/ 8128	/21/2017		
Inv				
	<u>Item Date</u> 2/2017	<u>Line Item Description</u> Comm. Svcs Envelopes	<u>Line Item Account</u> 101-8030-8021-8050-000	50.75
	2/2017	Comm. Svcs Envelopes	101-8030-8021-8050-000	50.75
05/22	2/2017	Comm. Svcs Envelopes	205-8030-8025-8050-000	50.75
Inv 8	3128 Total			152.25
Inv	8133			
	<u>Item Date</u> 5/2017	<u>Line Item Description</u> PD Blue Heavy Stock Cards - Print 2 Sides	<u>Line Item Account</u> 101-4010-4011-8050-000	489.38
		017 - 9:23 AM)	101 1010 1011 10000 000	Page 10

heck Number Chec	k Date		Amount
Inv 8133 Total			489.38
Inv 8137			· ·
	Line Item Description A/P 5 Part NCR Purchase Order Forms	<u>Line Item Account</u> 101-3010-3011-8020-000	668.81
Inv 8137 Total			668.81
Inv 8146			
	Line Item Description PD 1M Temporary Parking Permits	<u>Line Item Account</u> 101-4010-4011-8050-000	179.44
Inv 8146 Total			179.44
Inv 8149			
Line Item Date	Line Item Description Bunglow Heaven Posters	<u>Line Item Account</u> 101-8010-8011-8050-000	108.75
Inv 8149 Total	,		108.75
3761 Total:		•	1,598.63
P0755 - D & S Printing	Total:		1,598.63
VIN4010 - D.W. Investig 8762 06/21.	gations Line Item Account /2017		
Inv 01-2017			
	<u>Line Item Description</u> Background Investigation Svcs	<u>Line Item Account</u> 101-4010-4011-8170-000	400.00
Inv 01-2017 Total			400.00
3762 Total:		<	400.00
'IN4010 - D.W. Investig	gations Total:		400.00
SS8020 - Dept. of General S763 06/21. Inv 000001055191	ral Services Line Item Account /2017		
	Line Item Description Svcs Relating to Filings for Office of Admin Hearings - Employee	<u>Line Item Account</u> 101-2010-2013-8170-000	171.75
Inv 000001055191 Tot	tal .		171.75
			•
8763 Total:			171.75

Check Number Ch	neck Date		Amount
DGSS8020 - Dept. of Ge	eneral Services Total:		171.75
	& Associates Line Item Account /21/2017		
Line Item Date	Line Item Description	Line Item Account	
05/27/2017	CDBG Sidewalk Project Labor Compliance Svcs FY 16-17	260-9000-9264-9264-000	2,960.00
Inv 5/27/17 Total			2,960.00
198764 Total:			2,960.00
DCHO9264 - Diana Cho	& Associates Total:		2,960.00
DDLP8010 - Dr. Detail I 198765 06/	Ph.D Line Item Account 21/2017		
Inv 00064			
<u>Line Item Date</u> 05/30/2017	<u>Line Item Description</u> Library's Carpet First Floor Spot Cleaning Svcs	<u>Line Item Account</u> 101-8010-8011-8120-000	150.00
Inv 00064 Total			150.00
198765 Total:			150.00
DDLP8010 - Dr. Detail F	Ph.D Total:		150.00
	ards Paints Line Item Account 21/2017		
Inv 2026578145	21/2017		
<u>Line Item Date</u> 05/11/2017	<u>Line Item Description</u> 110 Fwy Bridge Paint	<u>Line Item Account</u> 101-6010-6601-8120-000	66.69
Inv 2026578145 Tot	al		66.69
198766 Total:			66.69
DUNN9257 - Dunn Edwa	ards Paints Total:		66.69
EAR1003 - Earley, Willia 198767 06/2 Inv 5/15-22/17	am Line Item Account 21/2017		
<u>Line Item Date</u> 05/30/2017	Line Item Description Reimb. PD Training Expenses	<u>Line Item Account</u> 101-4010-4011-8210-000	885.70
Inv 5/15-22/17 Total			885.70

Check Number Check Date		Amount
98767 Total:		885.70
AR1003 - Earley, William Total:		885.70
AII6010 - Elevator Advisors Int'l Inc. Line Item Account 98768 06/21/2017		
Inv 15877Revised		
Line Item Date Line Item Description 05/30/2017 Citywide Elevator Rehabilitation Project	<u>Line Item Account</u> 105-9000-9224-9224-000	3,232.00
Inv 15877Revised Total		3,232.00
98768 Total:		3,232.00
.II6010 - Elevator Advisors Int'l Inc. Total:		3,232.00
L1017 - Ellen's Silkscreening Line Item Account 8769 06/21/2017 Inv 63569		
Line Item DateLine Item Description06/06/2017FD CERT Supplies	<u>Line Item Account</u> 101-5010-5012-8520-000	381.06
Inv 63569 Total		381.06
Inv EE62751-B		
Line Item Date Line Item Description 06/06/2017 Comm. Svcs Dept. Polo Shirts w/ Embroideries	<u>Line Item Account</u> 101-8030-8031-8020-000	332.71
Inv EE62751-B Total		332.71
8769 Total:		713.77
L1017 - Ellen's Silkscreening Total:		713.77
API5011 - Empire Cleaning Supply Line Item Account 8770 06/21/2017		
Inv 961264	Yana	
<u>Line Item Date</u> <u>Line Item Description</u> 05/31/2017 FD Dept. Cleaing Supplies	<u>Line Item Account</u> 101-5010-5011-8020-000	597.20
Inv 961264 Total		597.20
8770 Total:		597.20
API5011 - Empire Cleaning Supply Total:	•	597.20
-Check Detail (6/15/2017 - 9:23 AM)		Page 13

198771 06	/21/2017		
Inv L0321245			
<u>Line Item Date</u> 05/24/2017	<u>Line Item Description</u> Water Quality Testing Svcs	<u>Line Item Account</u> 500-6010-6711-8170-000	3.0
Inv L0321245 Tota	1 .		3.0
Inv L0323410			
<u>Line Item Date</u> 05/23/2017	<u>Line Item Description</u> Water Quality Testing Svcs	<u>Line Item Account</u> 500-6010-6711-8170-000	85.0
Inv L0323410 Tota	·		85.0
Inv L0323634			
<u>Line Item Date</u> 05/23/2017	Line Item Description Water Quality Testing Svcs	<u>Line Item Account</u> 500-6010-6711-8170-000	127.0
Inv L0323634 Tota	1		127.0
198771 Total:			215.0
			· ·
EURO6710 - Eurofins E	Eaton Analytical Total:		215.00
l .	Bus Charter Inc. Line Item Account		215.00
DBC8025 - Fast Deer l			215.00
DBC8025 - Fast Deer 1	Bus Charter Inc. Line Item Account	<u>Line Item Account</u> 205-8030-8024-8180-000	215.00 1,091.4
TDBC8025 - Fast Deer 1 198772 06 Inv 132419 Line Item Date	Bus Charter Inc. Line Item Account /21/2017 <u>Line Item Description</u>	· · · · · · · · · · · · · · · · · · ·	
TDBC8025 - Fast Deer 1 198772 06 1nv 132419 Line Item Date 06/05/2017 Inv 132419 Total	Bus Charter Inc. Line Item Account /21/2017 <u>Line Item Description</u>	· · · · · · · · · · · · · · · · · · ·	1,091.4
TDBC8025 - Fast Deer 1 198772 06 Inv 132419 <u>Line Item Date</u> 06/05/2017 Inv 132419 Total 198772 Total:	Bus Charter Inc. Line Item Account /21/2017 Line Item Description Sr. Center Charter Bus to Lake Arrowhead 6/22/17	· · · · · · · · · · · · · · · · · · ·	1,091.4 1,091.4
TDBC8025 - Fast Deer I 198772 06 Inv 132419 Line Item Date 06/05/2017 Inv 132419 Total 198772 Total: FDBC8025 - Fast Deer I FED1109 - Federal Exp	Bus Charter Inc. Line Item Account /21/2017 Line Item Description Sr. Center Charter Bus to Lake Arrowhead 6/22/17 Bus Charter Inc. Total: ress Line Item Account /21/2017	· · · · · · · · · · · · · · · · · · ·	1,091.4 1,091.4 ————————————————————————————————————
TDBC8025 - Fast Deer I 198772 06 Inv 132419 Line Item Date 06/05/2017 Inv 132419 Total 198772 Total: FDBC8025 - Fast Deer I FED1109 - Federal Exp 198773 066	Bus Charter Inc. Line Item Account /21/2017 Line Item Description Sr. Center Charter Bus to Lake Arrowhead 6/22/17 Bus Charter Inc. Total: ress Line Item Account /21/2017	· · · · · · · · · · · · · · · · · · ·	1,091.4 1,091.4 ————————————————————————————————————
DBC8025 - Fast Deer 198772	Bus Charter Inc. Line Item Account /21/2017 Line Item Description Sr. Center Charter Bus to Lake Arrowhead 6/22/17 Bus Charter Inc. Total: ress Line Item Account /21/2017 8 Line Item Description PD Overnight Shipping	205-8030-8024-8180-000 Line Item Account	1,091.4 1,091.4 1,091.4
NDBC8025 - Fast Deer NOBC8025 - Fast Deer	Bus Charter Inc. Line Item Account /21/2017 Line Item Description Sr. Center Charter Bus to Lake Arrowhead 6/22/17 Bus Charter Inc. Total: ress Line Item Account /21/2017 8 Line Item Description PD Overnight Shipping	205-8030-8024-8180-000 Line Item Account	1,091.4

1	•		
	Waterworks #1083 Line Item Account 5/21/2017		
Inv 0591382	,		
<u>Line Item Date</u> 04/26/2017	<u>Line Item Description</u> Water Meter Stock Supplies	<u>Line Item Account</u> 500-0000-0000-1400-000	10,607.96
Inv 0591382 Total			10,607.96
198774 Total:			10,607.96
FWWS1400 - Ferguson	Waterworks #1083 Total:		10,607.96
198775 06	Communications Line Item Account 5/21/2017		
Inv 2024 <u>Line Item Date</u> 05/26/2017	<u>Line Item Description</u> FD Motorola Portable Radio Program & Updates	<u>Line Item Account</u> 101-5010-5011-8020-000	1,740.00
Inv 2024 Total			1,740.00
198775 Total:			1,740.00
FHCM5011 - Foothill (Communications Total:		1,740.00
	sical Therapy Line Item Account //21/2017	•	
Inv R00392444			
<u>Line Item Date</u> 05/30/2017	<u>Line Item Description</u> Refund Business License Overpayment	<u>Line Item Account</u> 220-0000-0000-5412-000	13.50
05/30/2017	Refund Business License Overpayment	101-0000-0000-4400-000	36.00
Inv R00392444 To	tal		49.50
198776 Total:	·		49.50
FPTY5412 - Forte Phys	sical Therapy Total:		49.50
	Throop Co. Line Item Account 5/21/2017		
Inv 01-730938-	00		
<u>Line Item Date</u> 05/30/2017	<u>Line Item Description</u> Sidewalk Repairs	<u>Line Item Account</u> 215-6010-6118-8020-000	449.65
Inv 01-730938-00	Total		449.65

Check Number	Check Date		Amount
Inv 01-7314	61-00	<u> </u>	
<u>Line Item Date</u> 06/05/2017	Line Item Description Sidewalk Repairs	Line Item Account 215-6010-6118-8020-000	214.78
Inv 01-731461-	•		214.78
01.721.7	77.00		
Inv 01-7317			
<u>Line Item Date</u> 06/08/2017	<u>Line Item Description</u> Sidewalk Repairs	<u>Line Item Account</u> 215-6010-6118-8020-000	214.7
Inv 01-731776-0	00 Total		214.7
Inv 01-7318	30-00		
<u>Line Item Date</u> 06/08/2017	Line Item Description Sidewalk Repairs	<u>Line Item Account</u> 215-6010-6118-8020-000	282.72
Inv 01-731830-0	90 Total		282.72
198777 Total:			1,161.93
THR5910 - George L	.Throop Co. Total:		1,161.93
GRA1244 - Graffitti	Control Systems Line Item Account		
	06/21/2017		
Inv SPAS05			
Line Item Date 05/31/2017	Line Item Description Citywide Graffiti Removal Svcs 5/17	<u>Line Item Account</u> 101-6010-6410-8262-000	1,225.00
Inv SPAS0517 T	`otal		1,225.00
198778 Total:			1,225.00
1987/8 Total:			1,225.00
GRA1244 - Graffitti	Control Systems Total:		1,225.00
GRA6601 - Grai nger 198779	Line Item Account 06/21/2017		
Inv 9440943			
<u>Line Item Date</u> 05/10/2017	Line Item Description Wilson Reservoir Pallet Jack for Crystal Salt	<u>Line Item Account</u> 500-6010-6711-8130-000	481.15
Inv 9440943703	Total		481.15
198779 Total:			481.15
GRA6601 - Grainger	Total:		481.15
) GLCI2997 - Graphic	Electric Inc. Line Item Account		
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Check Number Check Date		Amount
198780 06/21/2017 Inv 90300		
 -	Line Item Account	
Line Item Date Line Item Description 05/25/2017 Install Clipper Creek CS-100	205-8030-8024-8540-000	16,450.00
Inv 90300 Total		16,450.00
198780 Total:		16,450.00
GLC12997 - Graphic Electric Inc. Total:		16,450.00
GREA6116 - Great Match Consulting Line Item Account 198781 06/21/2017 Inv 1690003593		
Line Item Date Line Item Description 05/09/2017 Temp. for Sidewalk Repairs w/e 5/7.	<u>Line Item Account</u> 7/17 104-9000-9287-9287-000	1,975.68
Inv 1690003593 Total		1,975.68
Inv 1690003597		
Line Item Date Line Item Description 05/16/2017 Temp. for Sidewalk Repairs w/e 5/1-	4/17 Line Item Account 104-9000-9287-9287-000	1,811.04
Inv 1690003597 Total		1,811.04
Inv 1690003600	•	
<u>Line Item Date</u> <u>Line Item Description</u> 05/23/2017	Line Item Account 104-9000-9287-9287-000	1,975.68
Inv 1690003600 Total		1,975.68
Inv 1690003603		
<u>Line Item Date</u> 05/31/2017 <u>Line Item Description</u> Temp. for Sidewalk Repairs w/e 5/2	Line Item Account 104-9000-9287-9287-000	2,469.60
Inv 1690003603 Total		2,469.60
198781 Total:		8,232.00
GREA6116 - Great Match Consulting Total:	,	8,232.00
GRE1270 - Greg's Automotive Services Line Item Account 198782 06/21/2017 Inv 14208		
Line Item Date Line Item Description	Line Item Account	
05/11/2017 Water Unit# 3 Oil Change & Maint. Inv 14208 Total	. Svcs 500-6010-6711-8100-000	262.28
111V 17200 10tat		202.20

Check Number C	Check Date		Amount
198782 Total:			262.28
) GRE1270 - Greg's Aut	tomotive Services Total:		262.28
ISHN5270 - Hannon, I			
198783 0	6/21/2017		
Inv R82299			
<u>Line Item Date</u> 06/01/2017	<u>Line Item Description</u> Refund Dropped Individual Piano Class	<u>Line Item Account</u> 101-0000-0000-5270-002	210.00
Inv R82299 Total			210.00
198783 Total:			210.00
ISHN5270 - Hannon, I	ris Total:		210.00
	vare, LLC Line Item Account 6/21/2017		
Inv 0011160	0/21/2017		
<u>Line Item Date</u> 05/23/2017	<u>Line Item Description</u> Business License Software 6/1/17-5/31/18	<u>Line Item Account</u> 101-3010-3011-8180-000	5,135.57
Inv 0011160 Total			5,135.57
<i>)</i> ·			
198784 Total:			5,135.57
HDL3356 - HDL Softw	vare, LLC Total:	•	5,135.57
	y Auto Body Inc. Line Item Account 6/21/2017		
Inv 7799eda3			
<u>Line Item Date</u> 05/22/2017	<u>Line Item Description</u> PD Unit# 1407 Repair Outer Panell Add Clear Coat	<u>Line Item Account</u> 101-4010-4011-8100-000	831.60
Inv 7799eda3 Tota	1		831.60
198785 Total:			831.60
HQAB8100 - Hi Qualit	y Auto Body Inc. Total:		831.60
	t Strategies LLC Line Item Account 5/21/2017		
Inv 194			
	Line Item Description	Line Item Account	

Check Number Check Date			Amount
Inv 194 Total			4,000.00
8786 Total:			4,000.00
SL2021 - High Point Strategies LLC	Total:		4,000.00
PS4011 - Huntington Health Physics	ans Line Item Account		
8787 06/21/2017 Inv 9050			
Line Item Date Line Item De 06/05/2017 PD Booking	<u>scription</u> Approval for County Jail	<u>Line Item Account</u> 101-4010-4011-8170-000	400.00
Inv 9050 Total			400.00
8787 Total:			400.00
HPS4011 - Huntington Health Physic	ans Total:		400.00
GI5280 - ICG, Inc. Line Item Accou 98788 06/21/2017	ıt		
Inv 201722			
	scription Center Feasibility Study Svcs 5/17 Center Feasibility Study Svcs 5/17	<u>Line Item Account</u> 105-9000-9195-9195-000 105-9000-9195-9195-000	1,969.00, 8,768.50
Inv 201722 Total			10,737.50
98788 Total:			10,737.50
GI5280 - ICG, Inc. Total:			10,737.50
1 T4896 - Inter-Con Security Systems 198789 06/21/2017 Inv 424758	inc Line Item Account		
Inv 424758 <u>Line Item Date</u> <u>Line Item De</u>	ecrintion	Line Item Account	
	inforcement Svcs 5/17	101-4010-4011-8180-000	7,575.07
Inv 424758 Total			7,575.07
8789 Total:			7,575.07
T4896 - Inter-Con Security Systems	inc Total:		7,575.07
AR4011 - Jack's Auto Repair Line It	em Account		
98790 06/21/2017			

Ch	eck Number C	heck Date		Amount
-	Inv 15299			·
	<u>Line Item Date</u> 04/04/2017	<u>Line Item Description</u> PD Unit# 1407 Replace Water Pump, Engine/Transaxle Front Moun	<u>Line Item Account</u> 101-4010-4011-8100-000	1,421.91
	Inv 15299 Total			1,421.91
	Inv 15367			
	<u>Line Item Date</u> 06/01/2017	<u>Line Item Description</u> PD Unit# 0432 Replace Brake Pads, FrontA/C Control,SteeringShaf	<u>Line Item Account</u> 101-4010-4011-8100-000	954.09
	Inv 15367 Total	,		954.09
	Inv 15368			
	<u>Line Item Date</u> 05/24/2017	Line Item Description Transit Van# 75 45 Day Inspection Svcs	<u>Line Item Account</u> 205-8030-8025-8100-000	52.50
	Inv 15368 Total .			52.50
	Inv 15371			
	<u>Line Item Date</u> 06/01/2017	<u>Line Item Description</u> PD Unit# 1404 Replace Steering Gear & Rear Door Moulding	<u>Line Item Account</u> 101-4010-4011-8100-000	1,608.22
	Inv 15371 Total			1,608.22
	Inv 15375			
\bigcup	<u>Line Item Date</u> 05/31/2017	<u>Line Item Description</u> PD Unit # 1703 Oil Change	<u>Line Item Account</u> 101-4010-4011-8100-000	66.44
	Inv 15375 Total			66.44
	Inv 15382			
	<u>Line Item Date</u> 06/06/2017	Line Item Description PD Unit# 0416 Replace Starter Assembly, New Water Pump & Belt	<u>Line Item Account</u> 101-4010-4011-8100-000	577.17
	Inv 15382 Total			577.17
	Inv 15389			
	<u>Line Item Date</u> 06/08/2017	<u>Line Item Description</u> PD Unit# 0908 Oil Change & Maint.	<u>Line Item Account</u> 101-4010-4011-8100-000	81.83
	Inv 15389 Total			81.83
	Inv 15394		•	
	<u>Line Item Date</u> 06/12/2017	Line Item Description Transit Van #75 Oil Change Maint.	<u>Line Item Account</u> 205-8030-8025-8100-000	85.17
	Inv 15394 Total			85.17
198	3790 Total:		•	4,847.33

TIMECOGGO TITLE C	o Repair Total:		(
	oly Line Item Account /21/2017		
98/91 06 Inv 96602/1	/21/2017		
<u>Line Item Date</u> 04/20/2017	Line Item Description Citywide Irrigation Supplies	<u>Line Item Account</u> 101-6010-6410-8020-000	105.41
Inv 96602/1 Total	•		105.41
98791 Total:			105.41
HMS8020 - JHM Supp	oly Total:		105.41
HÁ307 - John L. Hunt	er Associates, Inc. Line Item Account		
	/21/2017 3217		
Inv SOPASNP0 <u>Line Item Date</u> 05/16/2017	Line Item Description FY 16-17 Environmental Compliance NPDES Consulting Svcs3/17	<u>Line Item Account</u> 101-6010-6015-8170-000	2,512.50
Inv SOPASNP0317	' Total		2,512.50
98792 Total:			2,512.50
HA307 - John L. Hunt	er Associates, Inc. Total:		2,512.50
*	ee Roasters Line Item Account /21/2017		
98793 06 Inv 41408	72112017		•
	Line Item Description FD Dept. Supplies	<u>Line Item Account</u> 101-5010-5011-8020-000	139.05
Inv 41408 <u>Line Item Date</u>	Line Item Description	· · · · · · · · · · · · · · · · · · ·	139.05 139.05
Inv 41408 <u>Line Item Date</u> 06/01/2017 Inv 41408 Total	Line Item Description	· · · · · · · · · · · · · · · · · · ·	
Inv 41408 <u>Line Item Date</u> 06/01/2017 Inv 41408 Total 198793 Total:	Line Item Description FD Dept. Supplies	· · · · · · · · · · · · · · · · · · ·	139.05
Inv 41408 <u>Line Item Date</u> 06/01/2017 Inv 41408 Total 198793 Total: CRS5011 - Jones Coffe	Line Item Description FD Dept. Supplies	· · · · · · · · · · · · · · · · · · ·	139.05
Inv 41408 <u>Line Item Date</u> 06/01/2017 Inv 41408 Total 198793 Total: ICRS5011 - Jones Coffe KAR1897 - Karbelnig, 1 198794 06	<u>Line Item Description</u> FD Dept. Supplies ee Roasters Total: Dr. Alan Line Item Account	· · · · · · · · · · · · · · · · · · ·	139.05

Check Number	Check Date		Amount
198794 Total:			700.00
KAR1897 - Karbelnig	Dr. Alen Tatel		700.00
			700100
198795	gan Line Item Account 16/21/2017		
Inv R82315	** **	Line Item Account	
<u>Line Item Date</u> 06/07/2017	<u>Line Item Description</u> Refund Cancelled Park Rsvp	101-0000-0000-5270-005	37.50
Inv R82315 Total			37.50
198795 Total:			37.50
MGNL5270 - Lee, Me	gan Total:		37.50
	assidy Whitmore Line Item Account 16/21/2017		
Inv 1928			
<u>Line Item Date</u> 05/17/2017	<u>Line Item Description</u> Webinar Training 6/14/17	<u>Line Item Account</u> 101-2010-2013-8200-000	70.00
Inv 1928 Total			70.00
198796 Total:			70.00
LCW7456 - Liebert C	assidy Whitmore Total:		70.00
LIFE822 - Life-Assist	Inc. Line Item Account		
198797 0 Inv 799565	6/21/2017		
Line Item Date 05/25/2017	Line Item Description FD Medical Supplies	<u>Line Item Account</u> 101-5010-5011-8025-000	2,968.80
Inv 799565 Total		•	2,968.80
198797 Total:			2,968.80
LIFE822 - Life-Assist	Inc. Total:		2,968.80
LIT7777 - Litwin, Lo u 198798 0	is Line Item Account 6/21/2017		
Inv 4/10/17	v	-	
Line Item Date 05/28/2017	<u>Line Item Description</u> PD Admin Hearing 4/10/17	<u>Line Item Account</u> 101-4010-4011-8180-000	135.00
AP-Check Detail (6/15)	2017 0 22 4345		Page 22
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heck Number Check Date		Amount
Inv 4/10/17 Total		135.00
Inv 5/8/17		
Line Item Date Line Item Description 05/28/2017 PD Admin Hearing 5/8/17	<u>Line Item Account</u> 101-4010-4011-8180-000	135.00
Inv 5/8/17 Total		135.00
98798 Total:		270.00
T7777 - Litwin, Louis Total:		270.00
DU1111 - Louie, Spencer Line Item Account 98799 06/21/2017 Inv 5/30/17		
Line Item Date Line Item Description 06/01/2017 Reimb. PD Training Expense	<u>Line Item Account</u> 101-4010-4011-8200-000	72.20
Inv 5/30/17 Total		72.20
8799 Total:		72.20
DU1111 - Louie, Spencer Total:		72.20
KEQ6601 - Mark Kitchen Equipment Line Item Account 18800 06/21/2017		
Inv 29826	•	
<u>Line Item Date</u> <u>Line Item Description</u> 05/07/2017 FD Equipment Maint.	<u>Line Item Account</u> 101-5010-5011-8110-000	150.00
Inv 29826 Total		150.00
Inv 29827		
<u>Line Item Date</u> <u>Line Item Description</u> 06/07/2017	<u>Line Item Account</u> 101-6010-6601-8120-000	338.06
Inv 29827 Total		338.06
98800 Total:		488.06
KEQ6601 - Mark Kitchen Equipment Total:		488.06
CM2352 - McMaster Carr Supply Co Line Item Account 08801 06/21/2017		
Inv 30320404 <u>Line Item Date</u> <u>Line Item Description</u> 05/17/2017 Wilson Reservoir Tubing for Chlorine Infusion System	<u>Line Item Account</u> 500-6010-6711-8020-000	34.07

98804 Total:

1,086.08

MOR2900 - Morrow & Holman	Plumbing Inc Total:		1,086.08 (
	Enterprises LLC Line Item Account		· ·
198805 06/21/2017 Inv 057254 I			
	tem Description	Line Item Account	
05/22/2017 Concr	ete Saw Blade for Walk Behind Equipment	500-6010-6710-8130-000	406.77
05/22/2017 Concr	rete Saw Blade for Walk Behind Equipment	101-0000-0000-2700-000	-31.85
Inv 057254 1 Total	•		374.92
198805 Total:			374.92
NADI6710 - National Diamond I	Enterprises LLC Total:		374.92
NGSI6010 - Natural Gas System 198806 06/21/2017	s Inc. Line Item Account		
Inv 4770			
<u>Line Item Date</u> <u>Line I</u>	tem Description	Line Item Account	
06/01/2017 CNG	Monthly Maint. 5/17	205-8030-8025-8100-000	375.00
Inv 4770 Total			375.00
198806 Total:	•		375.00
150000 101411			-
NGSI6010 - Natural Gas System	s Inc. Total:		375.00
CSNW5270 - Newman, Cassie L	ine Item Account		
198807 06/21/2017 Inv R82179			
	tam Description	Line Item Account	
	tem Description d Cancelled Park Rsvp	101-0000-0000-5270-005	37.50
Inv R82179 Total			37.50
198807 Total:			37.50
CSNW5270 - Newman, Cassic T	otal:		37.50
TRA2010 - Norman A. Traub A	ssoc. Line Item Account		
198808 06/21/2017 Inv 17073			
	tem Description	Line Item Account	
	tigation Svcs	101-2010-2013-8170-000	4,291.42
Inv 17073 Total			4,291.42

Check Number Check Date		Amount
198808 Total:		4,291.42
TRA2010 - Norman A. Traub Assoc. Total:		4,291.42
OREI6711 - O' Reilly Automotive Inc. Line Item Account		
198809 06/21/2017		
Inv 3213-429278		
<u>Line Item Date</u> <u>Line Item Description</u> 04/26/2017 PW ,Yard & Transit Vehicle Maint. Supplies	<u>Line Item Account</u> 205-8030-8025-8100-000	19.80
Inv 3213-429278 Total		19.80
198809 Total:		19.80
OREI6711 - O' Reilly Automotive Inc. Total:		19.80
OCL8011 - OCLC Inc. Line Item Account		
198810 06/21/2017 Inv 0000533428		
<u>Line Item Date</u> <u>Line Item Description</u> 05/31/2017 Cataloguing Sves	<u>Line Item Account</u> 101-8010-8011-8110-000	1,556.05
Inv 0000533428 Total		1,556.05
Inv 0000533428 Total		1,330.03
198810 Total:		1,556.05
OCL8011 - OCLC Inc. Total:		1,556.05
OFF4011 - Office Solutions Line Item Account	·	
198811 06/21/2017 Inv I-01169188		
Line Item Date Line Item Description	Line Item Account	
05/23/2017 PD Office Supplies	101-4010-4011-8020-000	243.17
Inv I-01169188 Total		243.17
Inv I-01169984		
<u>Line Item Date</u> <u>Line Item Description</u> 05/24/2017 PD Office Supplies	<u>Line Item Account</u> 101-4010-4011-8020-000	62.90
Inv I-01169984 Total		62.90
Inv I-01171015		
<u>Line Item Date</u> <u>Line Item Description</u> 05/25/2017 PD Office Supplies	<u>Line Item Account</u> 101-4010-4011-8000-000	139.78
05/25/2017 PD Office Supplies O5/25/2017 PD Office Supplies	101-4010-4011-8020-000	162.16
Inv I-01171015 Total		301.94
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Inv PCR-16545	56		
<u>Line Item Date</u> 05/26/2017	Line Item Description PD Office Supplies CREDIT	<u>Line Item Account</u> 101-4010-4011-8000-000	-39.92
Inv PCR-165456 T	Potal		-39.92
198811 Total:			568.09
DFF4011 - Office Solut	tions Total:		568.09
	Sumane Society Line Item Account 6/21/2017	·	
<u>Line Item Date</u> 06/05/2017	Line Item Description PD Animal Control Svcs 6/17	<u>Line Item Account</u> 101-4010-4011-8180-000	9,432.00
Inv June 2017 Tota			9,432.00
198812 Total:			9,432.00
HS4011 - Pasadena H	lumane Society Total:		9,432.00
	nce Truck Repair Line Item Account 6/21/2017		
Line Item Date 06/09/2017	<u>Line Item Description</u> FD Engine 81 Air Pressure Brake System	<u>Line Item Account</u> 101-5010-5011-8110-000	538.86
Inv 12420 Total			538.86
198813 Total:			538.86
TRC5010 - Performa	nce Truck Repair Total;		538.86
•			
	Court Reporters Inc. Line Item Account 6/21/2017		
98814 06	- · · · · · · · · · · · · · · · · · · ·	<u>Line Item Account</u> 101-7010-7011-8170-000	624.00
198814 06 Inv 93416 <u>Line Item Date</u>	6/21/2017 Line Item Description		624.00 624.00
198814 06 Inv 93416 <u>Line Item Date</u> 05/23/2017	6/21/2017 Line Item Description		

Check Number Che	ck Date		Amount
Inv 93572 Total			522.00
198814 Total:			1,146.00
PCRI7101 - Personal Cou	rt Reporters Inc. Total:		1,146.00
	Global Fin. Svc LLC Line Item Account /2017		
Inv 3101296639			
Line Item Date	Line Item Description	Line Item Account	
06/01/2017	Postage Meter Lease 6/30-9/29/17	101-5010-5011-8010-000	96.52
06/01/2017	Postage Meter Lease 6/30-9/29/17	101-6010-6011-8010-000	96.52
06/01/2017	Postage Meter Lease 6/30-9/29/17	500-3010-3012-8010-000	96.52
06/01/2017	Postage Meter Lease 6/30-9/29/17	101-7010-7011-8010-000	96.52
	Postage Meter Lease 6/30-9/29/17	101-2010-2021-8010-000	96.52
06/01/2017	Postage Meter Lease 6/30-9/29/17	101-2010-2011-8010-000	96.52
06/01/2017	Postage Meter Lease 6/30-9/29/17	101-1020-1021-8010-000	96.52
06/01/2017	Postage Meter Lease 6/30-9/29/17	101-2010-2013-8010-000	96.52
06/01/2017 06/01/2017	Postage Meter Lease 6/30-9/29/17 Postage Meter Lease 6/30-9/29/17	101-4010-4011-8010-000 101-3010-3011-8010-000	96.52 96.52
·		101 3010 3011 0010 000	
Inv 3101296639 Total			965.20
Inv 3101296988			
	<u>Line Item Description</u> Library Postage Meter Lease 3/30-6/29/17	<u>Line Item Account</u> 101-8010-8011-8155-000	303.43
Inv 3101296988 Total			303.43
198815 Total:			1,268.63
PBGF8031 - Pitney Bowes	Global Fin. Svc LLC Total:		1,268.63
PBBP8011 - Pitney Bowes	Purchase Power Line Item Account		
198816 06/21 Inv 800900000434	/2017 872	•	
	Line Item Description	Line Item Account	
	Library Postage Purchase Power Account-8000-9000-0043-4872	101-8010-8011-8010-000	515.93
Inv 800900000434872	? Total		515.93
198816 Total:			515.93
PBBP8011 - Pitney Bowes	Purchase Power Total:		515.93
A Company of the Comp	Reserve Account Line Item Account /2017		`
J			

Inv 1004206429			
Line Item Date	Line Item Description	Line Item Account	
05/19/2017	Library Postage Meter Supplies	101-8010-8011-8000-000	49.88
Inv 1004206429 To	tal		49.88
Inv 1004220646			
Line Item Date	Line Item Description	Line Item Account	
05/23/2017	Library Postage Meter Supplies	101-8010-8011-8000-000	199.63
Inv 1004220646 To	tal		199.63
98817 Total:			249.51
3PP8010 - Pitney Bowo	es Reserve Account Total:		249.51
	ot Inc. Line Item Account		
98818 06/3 Inv PD-34899	21/2017		
		I in Italy Assessed	
<u>Line Item Date</u> 05/18/2017	Line Item Description Sewer Video Van Unit# 363	<u>Line Item Account</u> 210-6010-6501-8020-000	163.51
Inv PD-34899 Total	L.		163.51
98818 Total:			163.51
DI417 - Plumbers Depo	ot Inc. Total:		163.51
	Solutions Corp. Line Item Account 21/2017		
Inv S82819-7318	869		
Line Item Date 04/20/2017	<u>Line Item Description</u> Citywide Generator Maint. Svcs	<u>Line Item Account</u> 101-6010-6601-8120-000	821.25
Inv S82819-731869	Total		821.25
Inv S82820-7318	876		,
Line Item Date	Line Item Description	Line Item Account	
04/20/2017	Citywide Generator Maint, Svcs	101-6010-6601-8120-000	821.25
Inv S82820-731876	Total		821.25
Inv S82820-7358	826		
Line Item Date	Line Item Description	Line Item Account	
04/24/2017	Citywide Generator Maint. Svcs	101-6010-6601-8120-000	687.60
Inv S82820-735826	Total		687.60

	Inv S82821-73	1881		
	<u>Line Item Date</u> 05/02/2017	<u>Line Item Description</u> Citywide Generator Maint. Svcs	<u>Line Item Account</u> 500-6010-6711-8110-000	1,610.98
	Inv S82821-73188	1 Total		1,610.98
198	8819 Total:			3,941.08
PP	SC5412 - Power Plu	s Solutions Corp. Total:		3,941.08
		nancial Consult.Svcs. Inc. Line Item Account 6/21/2017		
	Inv SPCA1608	-06		
	<u>Line Item Date</u> 05/09/2017	<u>Line Item Description</u> Water Rate Study 4/17	<u>Line Item Account</u> 500-6010-6711-8170-000	9,588.55
	Inv SPCA1608-06	Total		9,588.55
	Inv SPCA1610	-03		
	Line Item Date 03/15/2017	. <u>Line Item Description</u> Conduct Comprehensive Citywide Waste Water 2/17	<u>Line Item Account</u> 210-6010-6501-8180-000	4,555.00
	Inv SPCA1610-03	Total		4,555.00
	Inv SPCA1610-04			
\bigcup	Line Item Date 04/13/2017	Line Item Description Conduct Comprehensive Citywide Waste Water 3/17	<u>Line Item Account</u> 210-6010-6501-8180-000	2,672.98
	Inv SPCA1610-04	Total		2,672.98
	Inv SPCA1610	-05		
	Line Item Date 05/09/2017	Line Item Description Conduct Comprehensive Citywide Waste Water 4/17	<u>Line Item Account</u> 210-6010-6501-8180-000	2,196.50
	Inv SPCA1610-05	Total		2,196.50
198	8820 Total:			19,013.03
RF	CI8180 - Raftelis Fii	nancial Consult.Svcs. Inc. Total:		19,013.03
		a Associates Line Item Account		
198	8821 06 Inv 1605	5/21/2017		
	Line Item Date 06/01/2017	Line Item Description Consulting Svcs-Gen Plan/MSSP Updates 5/17	<u>Line Item Account</u> 101-0000-0000-2980-001	30,958.00
(· · \	Inv 1605 Total			30,958.00
	Inv 1605 Total			30,9

Check Number Ch	eck Date	·	Amount
198821 Total:			30,958.00
GWA2980 - Rangwala	Associates Total:		30,958.00
	s Supplies Distrib Line Item Account 21/2017		
Inv 1445923-00		'	
<u>Line Item Date</u> 05/30/2017	<u>Line Item Description</u> Thermostat Stock FD/PD Weight Room	<u>Line Item Account</u> 101-6010-6601-8120-000	204.26
Inv 1445923-00 Tot	al .	、	204.26
98822 Total:			204.26
Journal of the state of the sta		•	
EF6601 - Refrigeration	Supplies Distrib Total:		204.26
'	scape Architects-Planners Line Item Account 21/2017		
Line Item Date 05/25/2017	Line Item Description SWPPP Update	<u>Line Item Account</u> 245-9000-9387-9387-000	4,385.00
Inv 0517034 Total			4,385.00
Inv 0517035			
<u>Line Item Date</u> 05/25/2017 05/25/2017	Line Item Description SWPPP Update SWPPP Update	Line Item Account 101-8030-8031-8020-000 245-9000-9387-9387-000	92.28 47.72
Inv 0517035 Total			140.00
98823 Total:	·		4,525.00
HAL9158 - RHA Land	scape Architects-Planners Total:		4,525.00
	nd Moore, LLP Line Item Account 21/2017		
<u>Line Item Date</u> 06/01/2017	Line Item Description Legal Svcs 710 Fwy Extension 5/17	<u>Line Item Account</u> 101-2010-2021-8160-000	1,204.00
Inv May 2017 Total			, 1,204.00
98824 Total:			1,204.00
OS2021 - Rossmann a	nd Moore, LLP Total:		1,204.00

1	
06/01/2017 Refund Library Lost & Paid Material 101-0000-0000-5260-003	
	15.00
Inv R06211 Total	15.00
198825 Total:	15.00
YRSM5260 - Samano, Yuri Total:	15.00
SGVMC111 - San Gabriel Valley Medical Center Line Item Account 198826 06/21/2017 Inv 797136	
Line Item DateLine Item DescriptionLine Item Account05/12/2017PD Blood Alcohol w/Drawal- Adriana Marin101-4010-4011-8170-000	48.00
Inv 797136 Total	48.00
198826 Total:	48.00
GVMC111 - San Gabriel Valley Medical Center Total:	48.00
CYSN2920 - Sayon, Cynthia Line Item Account 198827 06/21/2017 Inv R82180	
Line Item DateLine Item DescriptionLine Item Account06/01/2017Refund WMB Deposit Rental 5/27/17 - Penalty for CleaningOvertin101-0000-0000-2920-000	215.00
Inv R82180 Total	215.00
198827 Total:	215.00
CYSN2920 - Sayon, Cynthia Total:	215.00
SCF1400 - SC Fuels Line Item Account 198828 06/21/2017 Inv 0893367	
Line Item Date Line Item Description Line Item Account	
06/01/2017 Fuel for City Vehicles . 101-5010-5011-8100-000 06/01/2017 Fuel for City Vehicles . 101-2010-2011-8100-000	459.17 114.79
06/01/2017 Fuel for City Vehicles 101-2010-2011-8100-000 101-2010-8100-000	114.79
06/01/2017 Fuel for City Vehicles 101-4010-4011-8105-000	4,936.12
06/01/2017 Fuel for City Vehicles 101-7010-7011-8100-000	114.80
Inv 0893367 Total	5,739.67

10030 Tatal.			5,739.67
3828 Total:			5,/39.6/\
F1400 - SC Fuels Tota	ıl:	,	5,739.67
98829 06/2	gn Systems, Inc. Line Item Account 21/2017		
Inv 211533		** *· .	
<u>Line Item Date</u> 06/01/2017	Line Item Description PD Maint. on Cameras 7/17	<u>Line Item Account</u> 101-4010-4011-8110-000	130.54
Inv 211533 Total			130.54
Inv 211534		,	
<u>Line Item Date</u> 06/01/2017	<u>Line Item Description</u> PD Maint, on Cameras 7/17	<u>Line Item Account</u> 101-4010-4011-8110-000	30.00
Inv 211534 Total	•		30.00
Inv 211535			
<u>Line Item Date</u> 06/01/2017	Line Item Description PD Maint, on Cameras 7/17	<u>Line Item Account</u> 101-4010-4011-8110-000	145.00
Inv 211535 Total			145.00
Inv 211536			(
<u>Line Item Date</u> 06/01/2017	Line Item Description PD Maint. on Cameras 7/17	<u>Line Item Account</u> 101-4010-4011-8110-000	113.00
Inv 211536 Total			113.00
8829 Total:			418.54
SI0107 - Security Desi	gn Systems, Inc. Total:	,	418.54
8830 06/2	est Mgmt Company Line Item Account 21/2017	• .	
Inv 9508		Line Item Account	•
<u>Line Item Date</u> 06/01/2017	Line Item Description Citywide Pest Control Svcs 5/17	101-6010-6601-8120-000	389.17
Inv 9508 Total	•		389.17
8830 Total:			389.17
Dente de la compa	est Mgmt Company Total:		389.17

AART8031 - SoSound Enter	tainment Total:		1,100.00
SCIV4011 - South Cities Inve 198835 06/21/20 Inv SPPD-17-2	estigations Line Item Account		. (
	ne Item <u>Description</u> ackground Investigation Fees	<u>Line Item Account</u> 101-4010-4011-8170-000	5,926.00
Inv SPPD-17-2 Total			5,926.00
98835 Total:			5,926.00
CIV4011 - South Cities Inve	estigations Total:		5,926.00
198836 06/21/20	edical Clinic Line Item Account		
<u>Line Item Date</u> <u>Li</u>	n <u>e Item Description</u> edical Exam Acct# 953970864	<u>Line Item Account</u> 101-2010-2013-8170-000	595.00
Inv 110145.0 Total			595.00
Inv 110278.0	The Decision	Ling Itom Appoint	/
	ne <u>Item Description</u> edical Exam Acet# 953970864 .	<u>Line Item Account</u> 101-2010-2013-8170-000	110.00
Inv 110278.0 Total		•	110.00
	ne Item <u>Description</u> edical Exam Acct# 953970864	<u>Line Item Account</u> 101-2010-2013-8170-000	110.00
Inv 110337.0 Total			110.00
	ne Item Description edical Exam Acct# 953970864	<u>Line Item Account</u> 101-2010-2013-8170-000	110.00
Inv 110349.0 Total	Colon Danie 7 South	101-2010-2013-0170-000	110.00
Inv 110396.0			
	ne Item Description edical Exam Acct# 953970864	<u>Line Item Account</u> 101-2010-2013-8170-000	110.00
Inv 110396.0 Total			110.00
Inv 110410.0		** *	1
	ne Item Description edical Exam Acct# 953970864	<u>Line Item Account</u> 101-2010-2013-8170-000	110.00

	T 4404400 D			110.00
ı	Inv 110410.0 Total		•	110.00
ı	Inv 110450.0			
	<u>Line Item Date</u> 04/25/2017	<u>Line Item Description</u> Medical Exam Acet# 953970864	<u>Line Item Account</u> 101-2010-2013-8170-000	110.00
	Inv 110450.0 Total			110.00
	Inv 110477.0			
	<u>Line Item Date</u> 04/21/2017	<u>Line Item Description</u> Medical Exam Acct# 953970864	<u>Line Item Account</u> 101-2010-2013-8170-000	110.00
	Inv 110477.0 Total			110.00
	Inv 110501.0			
	Line Item Date 04/28/2017	Line Item Description Medical Exam Acet# 953970864	<u>Line Item Account</u> 101-2010-2013-8170-000	110.00
	Inv 110501.0 Total			110.00
	Inv 110508.0			
	Line Item Date 04/28/2017	Line Item Description Medical Exam Acct.# 953970864	<u>Line Item Account</u> 101-2010-2013-8170-000	110.00
	Inv 110508.0 Total	·		110.00
)				
	Inv 110514.0		Fina Yearn Agnayant	
	<u>Line Item Date</u> 04/28/2017	Line Item Description Medical Exam Acct# 953970864	<u>Line Item Account</u> 101-2010-2013-8170-000	110.00
	Inv 110514.0 Total			110.00
	Inv 110515.0			
	<u>Line Item Date</u> 04/28/2017	Line Item Description Medical Exam Acet# 953970864	<u>Line Item Account</u> 101-2010-2013-8170-000	150.00
	Inv 110515.0 Total			150.00
	Inv 110522.0			
	Line Item Date 04/26/2017	<u>Line Item Description</u> Medical Exam Acct# 953970864	<u>Line Item Account</u> 101-2010-2013-8170-000	110.00
	Inv 110522.0 Total			110.00
	Inv 110523.0			
	Line Item Date	Line Item Description Medical Exam Acct. # 953970864	<u>Line Item Account</u> 101-2010-2013-8170-000	110.00
		Andrew Line II I I I I I I I I I I I I I I I I I	*** #010-#017-0110-000	
)	Inv 110523.0 Total			110.00

heck Number Chec	c Date		Amount
Inv 89939.0			
	<u>.ine Item Description</u> Medical Exam Acct# 953970864	<u>Line Rem Account</u> 101-2010-2013-8170-000	195.00
Inv 89939.0 Total			195.00
8836 Total:			2,260.00
MC2013 - St. George's N	fedical Clinic Total:	•	2,260.00
	Advantage Line Item Account		
8837 06/21/ Inv 3339725802	2017 .		
Inv 3339725802	•		
	ine Item Description	Line Item Account	20.12
05/12/2017	ibrary Office Supplies	101-8010-8011-8000-000	22.18
Inv 3339725802 Total			22.18
Inv 3340534587			
	ine Item Description Plan/Bldg Office Supplies	<u>Line Item Account</u> 101-7010-7011-8000-000	26.09
Inv 3340534587 Total	,		26.09
Inv 3340684494			(
	ine Item Description	<u>Line Item Account</u> 101-7010-7011-8000-000	32.24
05/21/2017 1 Inv 3340684494 Total	lan/Bldg Office Supplies	101-7010-7011-0000-000	32.24
			32.27
Inv 3340776516			
	<u>ine Item Description</u> .ibrary Office Supplies	<u>Line Item Account</u> 101-8010-8011-8000-000	99.82
Inv 3340776516 Total			99.82
Inv 3340776517	i .		
Line Item Date	ine Item Description	Line Item Account	
	W Office Supplies	101-6010-6601-8000-000	13.80
•	PW Office Supplies	101-6010-6011-8000-000	6.58
	PW Office Supplies	101-6010-6410-8000-000 230-6010-6116-8000-000	13.80
	PW Office Supplies PW Office Supplies	500-6010-6710-8000-000 500-6010-6710-8000-000	. 13.80 13.80
	W Office Supplies	215-6010-6201-8000-000	13.80
	W Office Supplies	500-6010-6711-8000-000	20.79
	W Office Supplies	210-6010-6501-8020-000	13.80
Inv 3340776517 Total			110.17
Inv 3340776518			(
		** * .	
Line Item Date I	ine Item Description	Line Item Account	

Check Number Check E	late		Amount
05/24/2017 Sr.	Center Office Supplies	101-8030-8021-8000-000	88.15
Inv 3340776518 Total		•	88.15
198837 Total:			378.65
STA5219 - Staples Business Ac	dvantage Total:		378.65
SUVA8022 - Sunset Vans Inc. 198838 06/21/201			
Inv 12144			
	e Item Description nsit Van# 75 - Preventative Maint. Svc	<u>Line Item Account</u> 205-8030-8025-8100-000	140.00
Inv 12144 Total			140.00
Inv 12145			
	: <u>Item Description</u> nsit Van# 74 - 60 Day Inspection Preventative Maint. Svc	<u>Line Item Account</u> 205-8030-8025-8100-000	330.54
Inv 12145 Total			330.54
198838 Total:			470.54
)			
) SUVA8022 - Sunset Vans Inc.	Total:		470.54
SCRR4010 - Superior Court of 198839 . 06/21/201	f CA, County of LA Line Item Account 7		
Inv May 2017	·		
	ttem Description rt Fees for May 2017	<u>Line Item Account</u> 101-0000-0000-4610-000	10,820.50
Inv May 2017 Total			10,820.50
198839 Total:			10,820.50
SCRR4010 - Superior Court of	f CA, County of LA Total:		10,820.50
SPWS8020 - SupplyWorks Lin 198840 06/21/201			
Inv 392469961 <u>Line Item Date Line</u>	Item Description	Line Item Account	•
	torial Supplies	101-6010-6601-8020-000	146.38
Inv 392469961 Total	-		146.38
N.			

202721684	:	***************************************	-
Inv 392721684	Line Item Description	Line Item Account	
<u>Line Item Date</u> 02/22/2017	Line Item Description Park Janitorial Supplies	232-6010-6417-8180-000	579.64
Inv 392721684 Total			579.64
inv 395269012	·		
<u>Line Item Date</u> 03/21/2017	Line Item Description Supplies	<u>Line Item Account</u> 101-8030-8021-8120-000	113.85
nv 395269012 Total			113.83
nv 395667538			
<u> </u>	Line Item Description Park Janitorial Supplies	<u>Line Item Account</u> 232-6010-6417-8180-000	189.4
nv 395667538 Total			189.4
nv 397719428			
Line Item Date 04/13/2017	Line Item Description Park Janitorial Supplies	<u>Line Item Account</u> 232-6010-6417-8180-000	725.4
nv 397719428 Total			725.4
nv 397719436			
Line Item Date 04/13/2017	Line Item Description Janitorial Supplies	<u>Line Item Account</u> 101-6010-6601-8020-000	725,4
nv 397719436 Total	·		725.4
nv 398224253			
Line Item <u>Date</u> 04/19/2017	Line Item Description Supplies	Line Item Account 101-6010-6601-8120-000	337.7
nv 398224253 Total			337.7
nv 400604856			
Line Item Date 05/12/2017	Line Item Description Park Janitorial Supplies	<u>Line Item Account</u> 232-6010-6417-8180-000	1,027.2
nv 400604856 Total			1,027,2
nv 401690771			
Line Item Date 05/24/2017	<u>Line Item Description</u> Library Janitorial Supplies	<u>Line Item Account</u> 101-8010-8011-8120-000	211.2
nv 40169 077 1 Total			211.2

Check Number Check Date		Amount
SPWS8020 - SupplyWorks Total:		4,056.31
OM4455 - Tom's Clothing & Uniforms Inc Line Item Account		
198841 06/21/2017		
Inv 10064		
<u>Line Item Date</u> <u>Line Item Description</u> 05/15/2017 PD Black Tie	<u>Line Item Account</u> 101-4010-4011-8134-000	7.61
Inv 10064 Total		7.61
198841 Total:		7.61
TOM4455 - Tom's Clothing & Uniforms Inc Total:		7.61
TRA5998 - Transtech Engineers Inc. Line Item Account 198842 06/21/2017 Inv 20171956		
Line Item Date Line Item Description 04/30/2017 Bldg Svcs & Plan Check Svcs 4/17	<u>Line Item Account</u> 101-7010-7011-8180-000	19,782.88
Inv 20171956 Total		19,782.88
Inv 20171957		
Line Item Date O4/30/2017 Line Item Description Bldg Svcs & Plan Check Svcs 4/17	<u>Line Item Account</u> 101-7010-7011-8180-000	12,167.90
Inv 20171957 Total		12,167.90
198842 Total:		31,950.78
TRA5998 - Transtech Engineers Inc. Total:		31,950.78
UCL6115 - UCLA Center for Prehospital Care Line Item Account 198843 06/21/2017 Inv 1834		
<u>Line Item Date</u> <u>Line Item Description</u> 06/05/2017 FD Paramedic Training 6/17	<u>Line Item Account</u> 101-5010-5011-8170-000	1,928.08
Inv 1834 Total		1,928.08
198843 Total:		1,928.08
UCL6115 - UCLA Center for Prehospital Care Total:		1,928.08
VND6710 - Underground Service Alert Line Item Account 98844 06/21/2017		
AD Cheel Detail (6/15/2017 0:22 AM)		P-20 40

Check Number Check Date		Amount
Inv 520170691		
<u>Line Item Date</u> <u>Line Item Description</u> 06/01/2017 Underground Service Alerts 5/17	<u>Line Item Account</u> 500-6010-6710-8020-000	159.00
Inv 520170691 Total		159.00
98844 Total:		159.00
IND6710 - Underground Service Alert Total:	•	159.00
JQMS8010 - Unique Mgmt Svcs Inc. Line Item Account 198845 06/21/2017 Inv 445687		
<u>Line Item Date</u> <u>Line Item Description</u> 06/01/2017 <u>Library Recovering Agency Svcs 5/17</u>	<u>Line Item Account</u> 101-8010-8011-8180-000	187.95
Inv 445687 Total		187.95
98845 Total:		187.95
JQMS8010 - Unique Mgmt Svcs Inc. Total:		187.95
POR4707 - United Site Services, Inc. Line Item Account 198846 06/21/2017 Inv 114-5367701		.(
<u>Line Item Date</u> <u>Line Item Description</u> 05/31/2017	<u>Line Item Account</u> 101-6010-6410-8020-000	402.15
Inv 114-5367701 Total		402.15
98846 Total:		402.15
OR4707 - United Site Services, Inc. Total:		402.15
SA6711 - USA Blue Book Line Item Account 98847 06/21/2017 Inv 255319		
Line Item Date 05/10/2017 Line Item Description Paint Brushes for Fire Hydrant Maint.	<u>Line Item Account</u> 500-6010-6710-8020-000	95.70
Inv 255319 Total		95.70
98847 Total:		95.70
(SA6711 - USA Blue Book Total:		95.70

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AP-Check Detail (6/15/2017 - 9:23 AM)

Inv 28260 Total

198850 Total:

/ VEWI8020 - Vision Electric Wholesale Inc. Total: 550.63

483.92

550.63

Inv 03-1142436-1 Total 595.1 198851 Total: 595.1 198851 Total: 595.1 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 198852 1		ndustries, Inc Line Item Account 06/21/2017		(
05/30/2017 PD Weekend Sve for Gate Malifunction 101-6010-6691-8120-000 595.	Inv 03-114243	36-1		
98851 Total:			· · · · · · · · · · · · · · · · · · ·	595.00
DRT6116 - Vortex Industries, Inc Total: ES4152 - West Coast Arborists, Inc. Line Item Account 28852 06/21/2017 Inv 126058 Line Item Date O5/15/2017 WMB Park Sve Prunning & Tree Removal Sves 5/1-15/17 101-6010-6410-8180-000 1,720. 205/15/2017 Street Trees Maint. Sves 5/1-15/17 215-6010-6310-8180-000 1,720. 205/15/2017 Tree Trimming Sves 5/1-15/17 215-6010-6310-8180-000 1,755. Inv 126058 Total 4,669. Inv 126059 Line Item Date Line Item Description Line Item Description C5/15/2017 Arborists Sves 5/1-15/17 215-6010-6310-8180-000 1,755. Inv 126059 Total 5,75/2017 Arborists Sves 5/1-15/17 215-6010-6310-8180-000 605. Inv 126059 Total 5,75/2017 Arborists Sves 5/1-15/17 215-6010-6310-8170-000 605. Inv 126059 Total 5,75/2017 Arborists Sves 5/1-15/17 215-6010-6310-8170-000 605. Inv 126059 Total 5,75/2017 Arborists Sves 5/1-15/17 101-6010-6310-8170-000 605. Inv 126059 Total 5,75/2017 Arborists Sves 5/1-15/17 101-6010-6310-8170-000 605. Inv 126059 Total 5,75/2017 Arborists Inc. Total: 5,274. See 5.74. See 5.74. See 5.74. See 6.75 Sves Coast Arborists, Inc. Total: 5,274. See 6.75 Sves Coast Arborists, Inc	Inv 03-1142436-1	Total		595.00
### ES4152 - West Coast Arborists, Inc. Line Item Account #### 126058 Line Item Date	98851 Total:			595.00
Name	ORT6116 - Vortex Is	ndustries, Inc Total:		595.00
OS/15/2017 WMB Park Sve Prunning & Tree Removal Sves 5/1-15/17 101-6010-6410-8180-000 1,720,	98852 0			
Line Item Date Line Item Date Control Line Item Date Control Line Item Line Line Item Line L	05/15/2017 05/15/2017 05/15/2017	WMB Park Svc Prunning & Tree Removal Svcs 5/1-15/17 Street Trees Maint. Svcs 5/1-15/17 Emergency Removals & Svc Requests 5/1-15/17	101-6010-6410-8180-000 215-6010-6310-8180-000 215-6010-6310-9181-000	833.00 1,720.00 361.00 1,755.00
Line Item Date Chine Item Description O5/15/2017 Arborists Svcs 5/1-15/17 215-6010-6310-8170-000 605.	Inv 126058 Total			4,669.00
OS/15/2017 Arborists Sves 5/1-15/17 215-6010-6310-8170-000 605.	Inv 126059			
98852 Total: 5,274.0 VES4152 - West Coast Arborists, Inc. Total: 5,274.0 UFG8267 - Wong, Pauline Line Item Account 98853 06/21/2017 Inv May 2017 Line Item Date Line Item Description 06/01/2017 Instructor Line Dance Class 101-8030-8032-8267-000 93. Inv May 2017 Total 93.0 98853 Total: 93.0 UFG8267 - Wong, Pauline Total: 93.0			· · · · · · · · · · · · · · · · · · ·	605.00
### ### ### ### ### ### ### ### ### ##	Inv 126059 Total			605.00
UFG8267 - Wong, Pauline Line Item Account 98853	98852 Total:			5,274.00
98853 06/21/2017 Inv May 2017 Line Item Date Line Item Description Line Item Account 06/01/2017 Instructor Line Dance Class 101-8030-8032-8267-000 93. Inv May 2017 Total 93. 98853 Total: 93.0 UFG8267 - Wong, Pauline Total: 93.0	ES4152 - West Coas	st Arborists, Inc. Total:		5,274.00
06/01/2017 Instructor Line Dance Class 101-8030-8032-8267-000 93.0	98853 0	06/21/2017		
98853 Total: 93.0 UFG8267 - Wong, Pauline Total: 93.0				93.60
JFG8267 - Wong, Pauline Total:	Inv May 2017 To	tal		93.60
	98853 Total:			93.60
TKW4460 - Wu, Kin Tak Line Item Account	UFG8267 - Wong, Pa	auline Total:		93.60
98854 06/21/2017				

Check Number C	heck Date		Amoui
Inv B141963		•	**
Line Item Date 06/05/2017	<u>Line Item Description</u> Refund Difference of Sr. Discount Parking Permit	<u>Line Item Account</u> 101-0000-0000-4460-000	45.0
Inv B141963 Total			45.0
198854 Total:			45.0
KTKW4460 - Wu, Kin	Tak Total:		45,0
PSYY3012 - Yee, Pansy 198855 06 Inv 6/8/17	Line Item Account 5/21/2017		
<u>Line Item Date</u> 06/08/2017	Line Item Description Refund Rebate	<u>Line Item Account</u> 500-3010-3012-8032-000	100.0
Inv 6/8/17 Total			100.0
198855 Total:			100.6
PSYY3012 - Yee, Pansy	Total:		100.
TNYU5260 - Yu, Tina L 98856 06 Inv R06212	ine Item Account /21/2017		
<u>Line Item Date</u> 05/30/2017	Line Item Description Refund Library Lost & Paid Material	<u>Line Item Account</u> 101-0000-0000-5260-003	18.
Inv R06212 Total			18.
198856 Total:			18.6
198856 Total: TNYU5260 - Yu, Tina T	`otal:		
TNYU5260 - Yu, Tina T RSBY2013 - Yudin, Ros	senberg Line Item Account /21/2017		18.0
TNYU5260 - Yu, Tina T RSBY2013 - Yudin, Ros 198857 06	senberg Line Item Account /21/2017	<u>Line Item Account</u> 101-2010-2013-8160-000	
TNYU5260 - Yu, Tina T RSBY2013 - Yudin, Ros 198857 06, Inv 1705-22000 Line Item Date	Senberg Line Item Account /21/2017 01 Line Item Description Payment for Forrey Case 5/17		18.
TNYU5260 - Yu, Tina T RSBY2013 - Yudin, Ros 198857 06 Inv 1705-22000 <u>Line Item Date</u> 05/15/2017	Senberg Line Item Account /21/2017 01 Line Item Description Payment for Forrey Case 5/17		1,424.

	al Copr. GPO Line Item Account 21/2017	,	
<u>Line Item Date</u> 05/25/2017	<u>Line Item Description</u> FD Defibrillator & Maint. Svcs	<u>Line Item Account</u> 101-5010-5011-8025-000	765.00
Inv 90020471 Total			765.00
198858 Total;			765.00
ZOLL8021 - Zoll Medic:	al Copr. GPO Total:		765.00
Total:			390,096.84

ATTACHMENT 4 Payroll 06-16-17

PAYROLL ACCOUNT RECONCILIATION City of South Pasadena for Payroll 06.16.17

Account Number	Account Name	06.21.17
101-0000-0000-1010-000	General Fund - Payroll cash Other Withholding Payables	610,821.90 \$ 307,896.00
101-0000-0000-1010-000	Net General Fund - Payroll Cash Insurance Adjustment	302,925.90
205-0000-0000-1010-000	Prop A - Payroll Cash	7,796.93
207-0000-0000-1010-000	Prop C - Payroll Cash	5,611.12
210-0000-0000-1010-000	Sewer Fund - Payroll Cash	11,687.75
211-0000-0000-1010-000	CTC Traffic Improvement	-
215-0000-0000-1010-000	Street Lighting & Landscape Asessment - PR Ca	5,062.84
218-0000-0000-1010-000	Clean Air Act	923.92
227-0000-0000-1010-000	CRA - Payroll Cash	
230-0000-0000-1010-000	State Gas Tax Fund - Payroll Cash	14,086.76
274-0000-0000-1010-000	Homeland Security Grant	-
310-0000-0000-1010-000	Sewer Capital Projects Fund	59.67
500-0000-0000-1010-000	Water Fund - Payroll Cash	52,889.49
700-0000-0000-2210-000	Internal Revenue Service	82,436.15
700-0000-0000-2230-000	Internal Revenue Service	18,503.08
Total Checks & Direct Depos	sits	501,983.61
Checks Direct Deposits I.R.S Payments	_	24,804.83 376,239.55 100,939.23
		501,983.61
To 700 Other PR Payable		684,135.55 307,896.00
ACH Payable	· -	376,239.55

ATTACHMENT 5 Redevelopment Successor Agency Check Summary Total

Redevelopment Successor Agency Check Summary Total

Agency Warrants

06.21.17

<u>Vendor</u> <u>Invoice #</u>

Check # Department

Description

Amount

No Items to be reported for this period.

RSA Report Total

\$

Michael A. Cacciotti, Agency Chair

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 Mahmud, Councilmember

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

COUNCIL AGENDA:

June 21, 2017

TO:

Honorable Mayor and City Council

VIA:

Elaine Aguilar, Interim City Manager

FROM:

Gary E. Pia, City Treasurer

David Batt, Finance Director

SUBJECT:

Monthly Investment Reports for April 2017

Recommendation

It is recommended that the City Council receive and file the monthly investment reports for April 2017.

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 remaining three Certificates of Deposit in the 2016 Water Revenue Bonds Project Fund matured during April. These funds are not being reinvested as they are being expended rapidly as the Garfield Reservoir Reconstruction project nears completion.

Legal Review

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

Monthly Investment Reports for April 2017 June 21, 2017 Page 2 of 2

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 April 2017

Exhibit A

City of South Pasadena

INVESTMENT REPORT April 30, 2017

Investment Balances at Month End

INSTITUTION NAME	MATURITY DATE	YIELD TO CALL OR MATURITY	(CENT DF FOLIO	COST	CURRENT MARKET VALUE *				
LOCAL AGENCY INVESTMENT FUNI LAIF City	D: ON DEMAND	0.884%		18.94%	14,148,200.24	14,148,200.24				
SUBTOTAL				18.94% _	14,148,200.24	14,148,200.24				
MORGAN STANLEY SMITH BARNEY Government Securities Corporate Bonds	See Exhibit B-1 See Exhibit B-1	1.559% 2.516%		15.74% 6.23%	11,753,587.94 4,655,026.76	11,701,269.26 4,641,590.03				
SUBTOTAL				21.97% _	16,408,614.70	16,342,859.29				
2016 WATER REVENUE BONDS Wells Fargo Govt. Securities	See Exhibit B-2	1.689%		59.09%	44,135,000.00	44,527,270.29				
SUBTOTAL				59.09%	44,135,000.00	44,527,270.29				
TOTAL INVESTMENTS				100.00% _	\$74,691,814.94	\$75,018,329.82				
BANK ACCOUNTS: Bank of the West Account Balance: Morgan Stanley Uninvested Cash Bala Morgan Stanley Unsettled Transaction BNY Mellon Uninvested Cash Balance Wells Fargo Escrow Fund Uninvested	s				\$4,456,143.73 \$60,484.79 \$0.00 \$4,282,851.41 \$1,668.76					
Required Disclosures:										
Average weighted maturity of the portf	olio		<u>188</u> DAYS							
Average weighted total yield to maturit	y of the portfolio		<u>1.568%</u>							
The City's investment liquidity is sufficient for it to meet its expenditure requirements for the next 180 days.										

Il 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 April 30, 2017

Morgan Stanley Investments

	worga	ın Stanley	Investments												
	Invest	ment	Issuer	CUSIP	Settlement Date	Par Value	Adjusted Premium	Adjusted Cost		YTM at Purchase	Market Value	Current YTM	Maturity Date	Days to Maturity	Unrealized Gain/Loss
1	Covit	Constition	LLC Transum Note	กราจวอกงก	12/29/2014	866,000.00	101.221	976 E71 1 <i>A</i>	2.7500/	1.268%	877,639.04	2.710%	2/28/2018	304	4.067.00
			U.S. Treasury Note			•		876,571.14			•				1,067.90
			U.S. Treasury Note	912828PY0		54,000.00	101.555	54,839.96			54,725.76		2/28/2018	304	(114.20)
			U.S. Treasury Note		10/14/2015	23,000.00	101.645	23,378.28			23,309.12		2/28/2018	304	(69.16)
			U.S. Treasury Note	912828PY0		325,000.00	101.725	330,573.81			329,368.00		2/28/2018	304	(1,205.81)
			U.S. Treasury Note	912828ST8		901,000.00	100.097	901,871.93			900,612.57	1.250%	4/30/2019	730	(1,259.36)
			U.S. Treasury Note	912828H52	3/6/2015	259,000.00	98.461	255,013.73			257,857.81	1.250%	1/31/2020	1,006	2,844.08
			U.S. Treasury Note	912828H52		35,000.00	99.566	34,848.24			34,845.65	1.250%	1/31/2020	1,006	(2.59)
			U.S. Treasury Note		10/14/2015	15,000.00	99.914	14,987.12			14,933.85	1.250%	1/31/2020	1,006	(53.27)
			U.S. Treasury Note	912828H52		97,000.00	100.866	97,840.06			96,572.23	1.250%	1/31/2020	1,006	(1,267.83)
			U.S. Treasury Note		11/24/2015	250,000.00	98.641	246,601.50			248,585.00	1.380%	1/31/2020	1,006	1,983.50
			U.S. Treasury Note	912828L32		74,000.00	101.146	74,848.24			73,581.16	1.380%	1/31/2020	1,006	(1,267.08)
			U.S. Treasury Note	912828L32		329,000.00	101.138	332,743.55			327,137.86	1.380%	1/31/2020	1,006	(5,605.69)
			U.S. Treasury Note	912828N89		498,000.00	99.469	495,354.62			493,119.60	1.380%	1/31/2021	1,372	(2,235.02)
14	Gov't.	Securities	U.S. Treasury Note	912828N89		150,000.00	101.056	151,584.47			148,530.00	1.380%	1/31/2021	1,372	(3,054.47)
			U.S. Treasury Note	912828N89		280,000.00	101.084	283,034.60	1.375%	1.079%	277,256.00	1.380%	1/31/2021	1,372	(5,778.60)
, 16	Gov't.	Securities	Fed. Home Loan Mtg. Corp. I Fed. Home Loan Mtg. Corp. I	N 3137EAEA3	5/25/2016	300,000.00	99.585	298,755.00	0.750%	0.974%	298,875.00	0.750%	4/9/2018	344	120.00
				N 3137EAEA3	7/7/2016	75,000.00	100.114	75,085.64	0.750%	0.628%	74,718.75	0.750%	4/9/2018	344	(366.89)
18	Gov't.	Securities	Fed. Home Loan Mtg. Corp.	3137EADK2	10/20/2015	309,000.00	100.073	309,224.53	1.250%	1.217%	307,967.94	1.250%	8/1/2019	823	(1,256.59)
			Fed. Home Loan Mtg. Corp.	3137EADK2	4/12/2016	309,000.00	100.619	310,912.23	1.250%	0.971%	307,967.94	1.250%	8/1/2019	823	(2,944.29)
20	Gov't.	Securities	Fed. Home Loan Mtg. Corp.	3137EADK2	7/7/2016	20,000.00	100.997	20,199.48	1.250%	0.802%	19,933.20	1.250%	8/1/2019	823	(266.28)
21	Gov't.	Securities	Fed. Home Loan Mtg. Corp.	3137EADK2	9/1/2016	345,000.00	100.608	347,098.25	1.250%	0.976%	343,847.70	1.250%	8/1/2019	823	(3,250.55)
22	Gov't.	Securities	Fed. Home Loan Mtg. Corp.	3137EADM8	9/28/2016	480,000.00	100.692	483,322.12	1.250%	0.960%	477,398.40	1.250%	10/2/2019	885	(5,923.72)
23	Gov't.	Securities	Fed. Home Loan Mtg. Corp.	3137EADR7	8/8/2016	500,000.00	100.963	504,814.71	1.375%	1.048%	497,690.00	1.380%	5/1/2020	1,097	(7,124.71)
24	Gov't.	Securities	Fed. Home Loan Bank	3130A8QS5	8/12/2016	665,000.00	99.305	660,378.25	1.125%	1.271%	647,696.70	1.150%	7/14/2021	1,536	(12,681.55)
25	Gov't.	Securities	Fed. National Mtg. Assn.	3135GOE33	12/23/2015	248,000.00	99.707	247,273.36	1.125%	1.241%	247,786.72	1.120%	7/20/2018	446	513.36
26	Gov't.	Securities	Fed. National Mtg. Assn.	3135GOE33	7/7/2016	70,000.00	100.583	70,408.07	1.125%	0.644%	69,939.80	1.120%	7/20/2018	446	(468.27)
27	Gov't.	Securities	Fed. National Mtg. Assn.	3135G0YM9	12/30/2014	275,000.00	100.580	276,593.93	1.875%	1.449%	277,400.75	1.850%	9/18/2018	506	806.82
28	Gov't.	Securities	Fed. National Mtg. Assn.	3135G0YM9	2/10/2015	219,000.00	100.806	220,764.30			220,911.87	1.850%	9/18/2018	506	147.57
			Fed. National Mtg. Assn.	3135G0YM9	9/24/2015	34,000.00	101.145	34,389.17	1.875%	1.038%	34,296.82	1.850%	9/18/2018	506	(92.35)
			Fed. National Mtg. Assn.	3135G0YM9		14,000.00	101,271	14,178.00			14,122.22	1.850%	9/18/2018	506	(55.78)
			Fed. National Mtg. Assn.	3135G0YM9	7/7/2016	160,000.00	101.634	162,613.80			161,396.80	1.850%	9/18/2018	506	(1,217.00)
			Fed. National Mtg. Assn.	3135G0YT4		231,000.00	100.136	231,314.62			232,263.57	1.610%	11/27/2018	576	948.95
			Fed. National Mtg. Assn.	3135G0YT4		30,000.00	100.816	30,244.65			30,164.10		11/27/2018	576	(80.55)
			Fed. National Mtg. Assn.	3135G0YT4		13,000.00	100.967	13,125.76			•		11/27/2018	576	(54.65)
			Fed. National Mtg. Assn.	3135G0YT4		90,000.00	101.474	91,326.52			90,492.30		11/27/2018	576	(834.22)
			Fed. National Mtg. Assn.	3135G0ZA4		630,000.00	100.542	633,413.20			635,852,70		2/19/2019	660	2,439.50
			Fed. National Mtg. Assn.	3135G0ZA4		19,000.00	101.216	19,230.96			19,176.51	1.850%	2/19/2019	660	(54.45)
			Fed. National Mtg. Assn.	3135G0ZA4		13,000.00	101.385	13,180.03			13,120.77		2/19/2019	660	(59.26)
			Fed. National Mtg. Assn.	3135G0ZA4	7/7/2016	200,000.00	102.066	204,132.49			201,858.00	1.850%	2/19/2019	660	(2,274.49)
			Fed. National Mtg. Assn.	3135G0ZA4	9/1/2016	100,000.00	101.654	101,654.06			100,929.00	1.850%	2/19/2019	660	(725.06)
			Fed. National Mtg. Assn.	3135G0ZA4 3135G0A78	1/4/2017	568,000.00	100.095	568,539.12			569.891.44	1.610%	1/21/2020	996	1,352.32
			Fed. National Mtg. Assn.	3135G0H55	7/7/2016	401,000.00	103.066	413,293.56			404,131.81		12/28/2020	1,338	(9,161.75)
			Fed. National Mtg. Assn.	3135G0J20	1/13/2017	747,000.00	98.488	735,705.36			737,535.51		2/26/2021	1,398	1,830.15
		\sim	•	3135G0Q89	3/2/2017	502,000.00	76	488,325.52			492,758.18		10/7/2021	1,030	4,432.66
74	GUV L	O c oui/	Fed. National Mtg. Assn.	212330008	31212011	302,000.00	()	400,020.02	1.0/0/0	1.550 /0	1 32,130.10	1.700/0	101112021	()	
	X	:\Investn\	Reports\FY 16-17\2017-04-30\Inv Rep	port April '17 - City	/.xls		\bigcirc								2



Morgan Stanley Investments

	Investment Type	Issuer	CUSIP	Settlement Date	Par Value	Adjusted Premium	Adjusted Cost	•	YTM at Purchase	Market Value	Current YTM	Maturity Date	Days to Maturity	Unrealized Gain/Loss
	Subtotal Gov't. S	ecurities			11,723,000.00		11,753,587.94	1.564%	1.271%	11,701,269.26	1.559%	•	902	(52,318.68)
45	Corporate Bond	United Technologies	913017BU2	12/30/2014	108,000.00	100.050	108,053.84	1.800%	1.198%	108,055.08	0.890%	6/1/2017	32	1.24
46	Corporate Bond	United Technologies	913017BU2	9/29/2015	10,000.00	100.065	10,006.50			10,005.10	0.890%	6/1/2017	32	(1.40)
47	Corporate Bond	United Technologies	913017BU2	10/16/2015	3,000.00	100.068	3,002.03	1.800%	0.980%	3,001.53	0.890%	6/1/2017	32	(0.50)
48	Corporate Bond	United Technologies	913017BU2	6/14/2016	41,000.00	100.073	41,030.05			41,020.91	0.890%	6/1/2017	32	(9.14)
49	Corporate Bond	Pepsico Inc.	713448DA3	1/20/2016	124,000.00	100.038	124,046.75	0.972%	1.707%	124,215.76	0.750%	10/13/2017	166	169.01
50	Corporate Bond	VISA	92826CAA0	4/8/2016	124,000.00	100.233	124,288.59	1.200%	0.822%	124,001.24	1.190%	12/11/2017	225	(287.35)
51	Corporate Bond	VISA	92826CAA0	6/14/2016	39,000.00	100.197	39,076.93	1.200%	0.880%	39,000.39	1.190%	12/11/2017	225	(76.54)
52	Corporate Bond		89417EAC3	12/21/2016	78,000.00	102.802	80,185.79	5.750%	1.212%	80,164.50	5.590%	12/15/2017	229	(21.29)
	Corporate Bond	BB&T Corp. (Callable)	05531FAM5	3/6/2017	164,000.00	100.092	164,150.75			164,106.60	1.440%	1/12/2018		(44.15)
	Corporate Bond	JP Morgan Chase & Co.	46625HJF8	1/5/2015	111,000.00	100.220	111,243.67	1.195%	1.133%	111,620.49	1.530%	1/25/2018		376.82
	Corporate Bond	•	46625HJF8	9/29/2015	8,000.00	100.181	•		1.195%	8,044.72	1.530%	1/25/2018		30.24
	Corporate Bond		46625HJF8		3,000.00	100.180	3,005.39			3,016.77	1.530%	1/25/2018		11.38
ر ة 7	Corporate Bond	Burlington North Santa Fe Apple Inc.	12189TBA1	8/8/2016	75,000.00	104.105	78,078.49			77,778.75	5.540%			(299.74)
58	Corporate Bond	Apple Inc.	037833AG5	1/20/2016	82,000.00	99.952	81,960.64			82,181.22	1.280%	5/3/2018		220.58
وتي	Corporate Bond	American Express Credit (Cali Boeing Capital Corp. (Callable	0258M0DW6	2/12/2016	125,000.00	99.739	124,673.75			125,563.75	1.640%			890.00
					59,000.00	102.112	60,245.91			60,018.93	2.850%	8/15/2018		(226.98)
	•	Boeing Capital Corp. (Callable		6/15/2016	20,000.00	102.356	20,471.10			20,345.40	2.850%	8/15/2018		(125.70)
	Corporate Bond	•	59156RAR9	6/17/2016	138,000.00	106.925	147,556.47			146,935.50	6.400%	8/15/2018		(620.97)
	Corporate Bond	Gilead Sciences, Inc.	375558BE2	12/9/2015	41,000.00	100.469	41,192.48			41,118.49	1.840%	9/4/2018		(73.99)
	Corporate Bond	Gilead Sciences, Inc.	375558BE2	6/14/2016	40,000.00	100.882	40,352.83			40,115.60	1.840%	9/4/2018		(237.23)
	Corporate Bond	Microsoft Corp.	594918BF0	6/27/2016	82,000.00	100.417	82,341.84			81,881.10	1.300%	11/3/2018		(460.74)
	Corporate Bond	Johnson & Johnson	478160BG8		81,000.00	100.682	81,552.05			81,424.44				(127.61)
	Corporate Bond	•		9/14/2015	112,000.00	100.194	112,216.90			112,656.32	2.080%	1/15/2019		439.42
	Corporate Bond	Bank of New York Mellon (Ca			6,000.00	100.584			1.751%	6,035.16	2.080%	1/15/2019		0.12
	Corporate Bond	Bank of New York Mellon (Ca			3,000.00	100.666	3,019.97		-	3,017.58	2.080%	1/15/2019		(2.39)
	Corporate Bond	Bank of New York Mellon (Ca			39,000.00	101.501	39,585.49			39,228.54	2.080%	1/15/2019		(356.95)
	Corporate Bond	Oracle Corp.	68389XAQ8		30,000.00	100.714	30,214.19			30,401.70	2.340% 2.340%	1/15/2019		187.51
	Corporate Bond	•	68389XAQ8		8,000.00	101.102	8,088.16		1.716% 1.574%	8,107.12				18.96
	Corporate Bond Corporate Bond	<u>.</u>	68389XAQ8 68389XAQ8	6/16/2015	3,000.00 39,000.00	101.342 102.016	39,786.35			3,040.17 39,522.21				(0.08)
	•	Oracle Corp.	494368BT9		82,000.00	102.016	82,355.94			81,806.48	2.340% 1.400%	2/15/2019		(264.14) (549.46)
	Corporate Bond	•	24422ESK6	1/6/2015	112,000.00	99.642	111,599.04			112,521.92		3/4/2019		922.88
	Corporate Bond Corporate Bond	John Deere Capital Corp. MasterCard, Inc.	57636QAA2	1/31/2017	81,000.00	100.754	81,610.77			81,605.88	1.980%	4/1/2019		(4.89)
	Corporate Bond	United Parcel Service	911312AK2		75,000.00	100.734	80,420.27			79,892.25	4.810%	4/1/2019		(528.02)
	Corporate Bond	John Deere Capital Corp.	24422ERR2		61,000.00	107.227	61,651.27			61,579.50	2.220%	4/17/2019		(71.77)
	•	US Bancorp (Callable)	91159HHB9	6/13/2016	61,000.00	101.714	62,045.36			61,550.83	2.180%			(494.53)
	•	US Bancorp (Callable)	91159HHB9	6/15/2016	20,000.00	101.714	20,337.00			20,180.60	2.180%	4/25/2019		(156.40)
	•	Caterpillar Financial	14912L6B2	7/1/2016	78,000.00	101.924	79,500.76			78,380.64		6/9/2019		(1,120.12)
	Corporate Bond	•	437076BE1	4/27/2015	32,000.00	101.924	32,332.79			32,256.00	1.980%	6/15/2019		(76.79)
	•	Home Depot Inc. (Callable)	437076BE1	9/29/2015	8,000.00	100.629	8,050.33			8,064.00	1.980%	6/15/2019		13.67
	•	Home Depot Inc. (Callable)	437076BE1		2,000.00	100.029	•		1.496%	2,016.00				(4.96)
00	corporate bond	Tionic Depot inc. (Callable)	HOTOTOLI	10/10/2013	2,000.00	101.040	2,020.30	2.000 /0	1.430/0	2,010.00	1.30070	0/10/2013	770	()

Exhibit B-1

Funds and Investments Held by Contracted (Third) Parties April 30, 2017

Morgan Stanley Investments

Investment	Issuer	CUSIP	Settlement	Par Value	Adjusted	Adjusted	Coupon	YTM at	Market Value	Current	Maturity	Days to	Unrealized
Type			Date		Premium	Cost		Purchase		YTM	Date	Maturity	Gain/Loss
	Home Depot Inc. (Callable)	437076BE1	6/14/2016	38,000.00	101.741	38,661.54	2.000%	1.167%	38,304.00	1.980%	6/15/2019	776	(357.54)
87 Corporate Bond	Paccar Financial Corp.	69371RN36	11/17/2016	83,000.00	98.949	82,127.67	.1.200%	1.594%	81,784.88	1.210%	8/12/2019	834	(342.79)
	Berkshire Hathaway Inc.	084670BL1	8/28/2015	111,000.00	100.659	111,731.97	2.100%	1.804%	111,917.97	2.080%	8/14/2019	836	186.00
89 Corporate Bond	Berkshire Hathaway Inc.	084670BL1	9/29/2015	7,000.00	100.991	7,069.39			7,057.89	2.080%	8/14/2019	836	(11.50)
90 Corporate Bond	Honeywell Internatoinal	438516BJ4	1/31/2017	82,000.00	99.468	81,563.76	1.400%	1.598%	81,406.32	1.410%	10/30/2019	913	(157.44)
91 Corporate Bond	Proctor & Gamble Co.	742718EG0	1/27/2015	105,000.00	100.781	105,819.75	1.900%	1.580%	105,852.60	1.880%	11/1/2019	915	32.85
•	Proctor & Gamble Co.	742718EG0	9/29/2015	13,000.00	100.685	13,089.11			13,105.56	1.880%	11/1/2019	915	16.45
93 Corporate Bond	Proctor & Gamble Co.	742718EG0	10/16/2015	3,000.00	101.041	3,031.24	1.900%	1.474%	3,024.36	1.880%	11/1/2019	915	(6.88)
94 Corporate Bond	Proctor & Gamble Co.	742718EG0	6/16/2016	40,000.00	101.991	40,796.59	1.900%	1.090%	40,324.80	1.880%	11/1/2019	915	(471.79)
95 Corporate Bond	Costco Wholesale Group	22160KAF2	8/8/2016	81,000.00	101.545	82,251.49	1.700%	1.100%	80,981.37	1.700%	12/15/2019	959	(1,270.12)
96 Corporate Bond	PNC Funding Corp.	693476BJ1	9/10/2015	101,000.00	107.534	108,608.84	5.125%	2.300%	109,216.35	4.730%	2/8/2020	1,014	607.51
97 Corporate Bond	4 .	693476BJ1	9/29/2015	6,000.00	107.706	6,462.37	5.125%	2.238%	6,488.10	4.730%	2/8/2020	1,014	25.73
98 Corporate Bond	PNC Funding Corp.	693476BJ1	10/16/2015	2,000.00	107.748	2,154.95	5.125%	2.223%	2,162.70	4.730%	2/8/2020	1,014	7.75
99 Corporate Bond	PNC Funding Corp.	693476BJ1	6/14/2016	34,000.00	108.752	36,975.56	5.125%	1.866%	36,765.90	4.730%	2/8/2020	1,,014	(209.66)
100 Corporate Bond	Comcast Corp.	20030NBA8	6/22/2015	98,000.00	107.704	105,549.74	5.150%	2.296%	106,817.06	4.720%	3/1/2020	1,036	1,267.32
101 Corporate Bond	Comcast Corp.	20030NBA8	9/29/2015	8,000.00	108.566	8,685.25	5.150%	2.023%	8,719.76	4.720%	3/1/2020	1,036	34.51
102 Corporate Bond	Comcast Corp.	20030NBA8	10/16/2015	2,000.00	108.859	2,177.18	5.150%	1.921%	2,179.94	4.720%	3/1/2020	1,036	2.76
103 Corporate Bond	Comcast Corp.	20030NBA8	6/14/2016	38,000.00	110.016	41,806.07	5.150%	1.523%	41,418.86	4.720%	3/1/2020	1,036	(387.21)
104 Corporate Bond	Cisco Systems Inc.	17275RAX0	6/22/2015	112,000.00	100.072	112,080.37	2.450%	2.297%	114,004.80	2.400%	6/15/2020	1,142	1,924.43
705 Corporate Bond	Cisco Systems Inc.	17275RAX0	9/29/2015	5,000.00	101.251	5,062.54	2.450%	2.034%	5,089.50	2.400%	6/15/2020	1,142	26.96
106 Corporate Bond	Cisco Systems Inc.	17275RAX0	10/16/2015	3,000.00	101.467	3,044.00	2.450%	1.963%	3,053.70	2.400%	6/15/2020	1,142	9.70
107 Corporate Bond	Cisco Systems Inc.	17275RAX0	6/15/2016	40,000.00	102.943	41,177.00	2.450%	1.482%	40,716.00	2.400%	6/15/2020	1,142	(461.00)
108 Corporate Bond	Wal-Mart	931142CU5	9/6/2016	76,000.00	107.338	81,576.83			80,322.12	3.420%	7/8/2020	•	(1,254.71)
109 Corporate Bond	Target Corp.	87612EAV8	5/19/2016	39,000.00	107,136	41,783.13	3.875%	1.582%	41,316.99	3.650%	7/15/2020	1,172	(466.14)
110 Corporate Bond	Target Corp.	87612EAV8	6/16/2016	36,000.00	107.283	38,622.02	3.875%	1.537%	38,138.76	3.650%	7/15/2020	-	(483.26)
111 Corporate Bond	United Health Group Inc.	91324PCM2	9/24/2015	53,000.00	101.451	53,769.23	2.700%	2.228%	54,194.09	2.640%	7/15/2020	•	424.86
112 Corporate Bond	United Health Group Inc.	91324PCM2	9/29/2015	7,000.00	101.684	7,117.90			7,157.71	2.640%	7/15/2020	•	39.81
113 Corporate Bond	United Health Group Inc.	91324PCM2	6/20/2016	18,000.00	103.356	18,604.09	2.700%	1.621%	18,405.54	2.640%	7/15/2020	1,172	(198.55)
114 Corporate Bond	Intel Corp.	458140AQ3	9/23/2015	56,000.00	100.803	56,449.59			57,136.24	2.400%	7/29/2020	-	686.65
115 Corporate Bond	Intel Corp.	458140AQ3	9/29/2015	3,000.00	101.066	3,031.97			3,060.87	2.400%	7/29/2020	1,186	28.90
116 Corporate Bond	Intel Corp.	458140AQ3	6/14/2016	20,000.00	102.769	20,553.74			20,405.80	2.400%	7/29/2020	•	(147.94)
117 Corporate Bond	State Street Corp.	857477AS2	6/13/2016	54,000.00	102.781	55,501.63			54,803.52	2.510%	8/18/2020	1,206	(698.11)
118 Corporate Bond	State Street Corp.	857477AS2	6/15/2016	24,000.00	102.872	24,689.17			24,357.12	2.510%	8/18/2020	-	(332.05)
119 Corporate Bond	The Walt Disney Co.	25468PDE3		60,000.00	100.510	60,305.71			60,457.20	2.130%	9/17/2020	•	151.49
120 Corporate Bond	The Walt Disney Co.	25468PDE3	6/20/2016	20,000.00	102.842	20,568.41			20,152.40	2.130%	9/17/2020		(416.01)
•	Coca-Cola Co.	191216BT6	6/16/2016	62,000.00	101.082	62,670.99			62,119.04		10/27/2020		(551.95)
122 Corporate Bond	Coca-Cola Co.	191216BT6	6/27/2016	19,000.00	101.577	19,299.57			19,036.48		10/27/2020		(263.09)
123 Corporate Bond	ACE INA Holdings Inc.	00440EAT4	6/6/2016	61,000.00	101.586	61,967.73			61,293.41	2.280%	11/3/2020	•	(674.32)
124 Corporate Bond	Chevron Corp. (Callable)	166764AY6	6/13/2016	55,000.00	102.156	56,185.91	,		55,61 1.05		11/17/2020	•	(574.86)
125 Corporate Bond	Chevron Corp. (Callable)	166764AY6	6/27/2016	25,000.00	102.350	25,587.43			25,277.75		11/17/2020	1,297	(309.68)
•	Gen. Electric Capital Corp.	36962G4Y7	.5/3/2016	109,000.00	110.363	120,295.47			118,847.06	4.240%	1/7/2021	1,348	(1,448.41)
•	Gen. Electric Capital Corp.	36962G4Y7	6/14/2016	34,000.00	110.586	37,599.39			37,071.56	4.240%	1/7/2021	1,348	(527.83)
•	Occidental Petroleum Corp. (674599BY0	5/20/2016	75,000.00	107.022	80,266.29			79,677.00	3.850%	2/1/2021	1,373	(589.29)
· ·	Exxon Mobil Corp. (Callable)	30231GAV4	6/24/2016	162,000.00	101.940	165,142.44			163,083.78	2.200%	3/1/2021	1,401	(2,058.66)
130 Corporate B	3M Co. (Callable)	88579YAU5	9/23/2016	65,000.00	(09	65,070.57	1.625%	1.599%	63,792.95	1.650%	9/19/2021	3	(1,277.62)
X:\Investr	/ Reports\FY 16-17\2017-04-30\Inv Rep	ort April '17 - City	.xls		\bigcup							\bigcup	4



Morgan Stanley Investments

Investment Type	Issuer	CUSIP	Settlement Date	Par Value	Adjusted Premium	Adjusted Cost	•	YTM at Purchase	Market Value	Current YTM	Maturity Date	Days to Maturity	Unrealized Gain/Loss
Subtotal Corporate	Bonds			4,553,000.00		4,655,026.76	2.629%	1.524%	4,641,590.03	2.516%		778	(13,436.73)
Money Market L Uninvested Cash	iquid Asset Fund			0.00 0.00					60,484.79	0.010% 0.020%		1 1	
Subtotal Cash & Ca	ash Equivalents					0.00			60,484.79			1	
Grand Totals				16,276,000.00		16,408,614.70	1.866%	1.343%	16,403,344.08	1.824%		864	(65,755.41)
Unsettled Transacti	ions										• • • • •		
Subtotal Unsettled	Transactions			0.00		0.00			0.00				0.00
Totals incl. Unsettle	ed Transactions			16,276,000.00		16,408,614.70			16,403,344.08				(65,755.41)
Totals per Bank Sta	atement	•		16,276,000.00		16,408,614.70			16,403,344.08				(65,755.41)

Exhibit B-2

Funds and Investments Held by Contracted (Third) Parties April 30, 2017

2016 Water Revenue Bonds

Investment Type	ssuer	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 Po	rtfolio		4,282,851.41	0.250%	4,282,851.41	0.250%		1
Subtotal Cash & Cash Equiv	alents		4,282,851.41	0.250%	4,282,851.41	0.250%		1_
Total Project Fund			4,282,851.41	0.250%	4,282,851.41	0.250%		1
Wells Fargo Escrow Fund			1,668.76	0.100%	1,668.76	0.100%		1_
Subtotal Cash & Cash Equiv	alents		1,668.76	0.100%	1,668.76	0.100%		1_
2 Gov't. Securities U.S. Treasu 3 Gov't. Securities U.S. Treasu 4 Gov't. Securities U.S. Treasu	ıry Note	11/10/2016 11/10/2016 11/10/2016	1,418,000.00 595,000.00 1,442,000.00	0.625% 0.875% 1.375%	1,415,787.92 593,649.35 1,445,331.02	0.625% 0.875% 1.375%	9/30/2017 3/31/2018 9/30/2018	153 335 518
5 Gov't, Securities U.S. Treasu 6 Gov't, Securities U.S. Treasu		11/10/2016 11/10/2016	592,000.00 40,088,000.00	1.625% 1.750%	596,049.28 40,476,452.72	1.625% 1.750%	3/31/2019 9/30/2019	700 88
Subtotal Securities			44,135,000.00	1.688%	44,527,270.29	1.689%		838
Total Escrow Fund			44,136,668.76	1.688%	44,528,939.05	1.689%		838

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
9	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
ī	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
9	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	73,246,265
	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	71,499,585
	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	71,229,735
	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	71,084,575
	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	72,604,964
	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	75,018,330
,	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:

June 21, 2017

TO:

Honorable Mayor and City Council

VIA:

Elaine Aguilar, Interim City Manager

FROM:

David G. Watkins, Director of Planning & Building Department (House Edwar Sissi, Assistant Planner)

SUBJECT:

Second Reading and Adoption of an Ordinance Amending South Pasadena Municipal Code Prohibiting Marijuana Businesses and

Allowing for the Regulation of Cultivation for Personal Use

Recommendation

It is recommended that the City Council read by title only for the second reading, waive further reading, and adopt the proposed ordinance (Attachment 1) that amends South Pasadena Municipal Code (SPMC) Section 36.350.240 (Medical Marijuana Dispensaries and Cultivation), SPMC Section 36.700.020 (Definitions), and Section 4.4 (Land Use) of Chapter 4.0 (Specific Plan Regulations) of Part 2 of the Mission Street Specific Plan.

Fiscal Impact

There is no fiscal impact associated with this proposed ordinance.

Environmental Analysis

This item is exempt from any California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section 15031(b)(3) – General Rule, which provides that CEQA applies only to projects that have the potential for causing a significant effect on the environment.

Commission Review and Recommendation

This matter was reviewed by the Planning Commission through a regularly scheduled Public Hearing held on March 27, 2017. The Planning Commission unanimously voted to recommend initiating the Zoning Code Amendment and to recommend that the City Council adopt the subject ordinance.

Background

On November 16, 2016, the City Council directed staff to amend the Zoning Code to prohibit retail distribution of recreational marijuana in South Pasadena.

The City Council's direction was in response to the new "Control, Regulate, and Tax Adult Use of Marijuana Act" (AUMA), a.k.a. Proposition 64, which was passed by California voters on

2nd Reading – Ordinance on Marijuana (ZCA-60) June 21, 2017 Page 2 of 2

November 8, 2016.

Analysis

The City Council conducted a first reading and introduced the ordinance at their June 7, 2017 meeting. An analysis can be found in the Staff Report dated June 7, 2017 (Attachment 2). If adopted, the ordinance will become effective in 31 days (July 22, 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.

Attachments:

- 1. City Council Ordinance Marijuana
- 2. City Council Agenda Report June 7, 2017 (without attachments)

ATTACHMENT 1 Ordinance - Marijuana

ORDIN	ANCE	NO.	

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, PROHIBITING MARIJUANA BUSINESSES, AND REGULATING THE CULTIVATION OF MARIJUANA FOR PERSONAL USE

WHEREAS, the federal Controlled Substances Act prohibits the manufacture, cultivation, distribution, and possession of marijuana; and

WHEREAS, on November 5, 1996, California voters approved Proposition 215, entitled the Compassionate Use Act, and thereby exempted patients and their primary caregivers from criminal prosecution or sanctions for certain uses and cultivation of marijuana for medical purposes (Health & Safety Code, § 11362.5); and

WHEREAS, on October 12, 2003, the California Legislature passed the Medical Marijuana Program, also known as California Senate Bill 420, (Health & Safety Code, § 11362.7 et seq.) which, among other provisions, established a voluntary program for the issuance of medical marijuana identification cards for qualified patients, set limits on the amount of medical marijuana any individual could possess, and provided an exemption from state criminal liability for persons "who associate within the State of California in order collectively or cooperatively to cultivate cannabis for medical purposes"; and

WHEREAS, the Compassionate Use Act and the Medical Marijuana Program did not remove the City of South Pasadena's authority to regulate, or even completely ban, land uses related to medical marijuana (City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc. (2013) 56 Cal.4th 729); and

WHEREAS, on October 9, 2015, the California Legislature passed the Medical Cannabis Regulation and Safety Act, also known as Senate Bill 643, Assembly Bill 266, and Assembly Bill 243, which, among other provisions, requires all persons or entities engaged in commercial medical marijuana activity to obtain both a state license and local approval through a license, permit, or other entitlement (Bus. & Prof. Code, § 19320; Health & Safety Code, § 11362.777); and

WHEREAS, on November 8, 2016, California voters passed Proposition 64, entitled the Control, Regulate, and Tax Adult Use of Marijuana Act (AUMA); and

WHEREAS, AUMA permits recreational use of marijuana by persons aged 21 years or older, and regulates personal and commercial activities related to such recreational use; and

WHEREAS, AUMA authorizes the City to regulate or completely prohibit the establishment or operation of marijuana businesses within its limits (Bus. & Prof. Code, § 26200); and

WHEREAS, AUMA authorizes the City to completely prohibit outdoor cultivation of marijuana unless the California Attorney General determines nonmedical use of marijuana in California is lawful under federal law, which determination the California Attorney General has not made to date (Health & Safety Code, § 11362.2); and

WHEREAS, AUMA authorizes the City to "reasonably regulate," but not "completely prohibit," cultivation of marijuana "inside a private residence, or inside an accessory structure to a private residence located upon the grounds of a private residence that is fully enclosed and secure" (Health & Safety Code, § 11362.2); and

WHEREAS, the South Pasadena Municipal Code (SPMC) currently prohibits medical marijuana dispensaries, but it permits private cultivation of marijuana for medical uses under specified conditions; and

WHEREAS, the SMPC provisions regarding marijuana were last amended prior to the AUMA's passage, and thus SPMC is silent on the subject of nonmedical marijuana; and

WHEREAS, the City Council does not wish to inhibit qualified patients' ability to cultivate marijuana for medical purposes but, at the same time, the City Council wishes to minimize the negative secondary impacts that inevitably accompany the proliferation of outdoor marijuana cultivation, including but not limited to, increased crime at grow sites, neighborhood concerns regarding odors, and related nuisances; and

WHEREAS, in light of the AUMA's passage, the City Council wishes to update the SPMC to prohibit all commercial marijuana activity, whether for medical or nonmedical purposes; to permit and regulate indoor cultivation of marijuana for medical or nonmedical personal use; and to permit and regulate outdoor cultivation of marijuana for medical use, but to prohibit outdoor cultivation of marijuana for nonmedical purposes.

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

SECTION 1. The City Council hereby determines that the foregoing findings are true and correct, and it incorporates them herein by reference.

SECTION 2. The City Council hereby finds that the proposed Code amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines § 15061(b)(3), which states the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. It

may be seen with certainty that there is no possibility this Zoning Code Amendment may have a significant effect on the environment.

SECTION 3. Pursuant to South Pasadena Municipal Code § 36.620.070 (Findings and Decision), the City Council hereby finds that the proposed Zoning Code Amendment below is consistent with the City's General Plan, would serve the public interest, health, safety, convenience, and general welfare, and is internally consistent with other applicable provisions of the City's Zoning Code (South Pasadena Muni. Code, Ch. 36).

SECTION 4. SPMC, Chapter 36 (Zoning), Article 3 (Site Planning and General Development Standards), § 36.350.240, is hereby amended to read as follows:

36.350.240 Marijuana Businesses and Cultivation.

- A. Purpose. Federal law prohibits the possession, sale, and distribution of marijuana. In order to serve the public health, safety, and welfare of the residents and businesses within the City, the purpose of this section is to prohibit cultivation of marijuana except as provided below, and the operation or establishment of marijuana businesses within the City.
- B. Definitions. For purposes of this section, the following definitions shall apply:
 - 1. "Commercial marijuana activity" includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, labeling, transportation, delivery, or sale of marijuana, marijuana accessories or marijuana products, whether for profit or not, and whether for medical or nonmedical purposes. "Commercial marijuana activity" does not include any activity by an entity that is otherwise in full compliance with this Code and other applicable law, and that qualifies as any of the following uses:
 - a. A clinic licensed pursuant to Health and Safety Code, Division 2, Chapter 1.
 - b. A health facility licensed pursuant to Health and Safety Code, Division 2, Chapter 2.
 - c. A residential care facility for persons with chronic life-threatening illness licensed pursuant to Health and Safety Code Division 2, Chapter 3.01.
 - d. A residential care facility for the elderly licensed pursuant to Health and Safety Code Division 2, Chapter 3.2.
 - e. A hospice or home health agency licensed pursuant to Health and Safety Code Division 2, Chapter 8.
 - 2. "Cultivation" means the planting, growing, harvesting, drying, curing, grading, or trimming of marijuana plants.

- 3. "Delivery" means the commercial transfer of marijuana or marijuana products to a customer. "Delivery" also includes the use by a retailer of any technology platform owned and controlled by the retailer, or independently licensed by the State, that enables customers to arrange for or facilitate the commercial transfer by a licensed retailer of marijuana or marijuana products.
- 4. "Distribution" means the procurement, sale, and transport of marijuana and marijuana products between entities licensed pursuant to Division 8, Chapter 3.5, or Division 10 of the Business & Professions Code.
- 5. "Identification card" means a document issued by the State of California that identifies a person authorized to use marijuana for medical purposes and the person's designated primary caregiver, if any.
- 6. "Manufacture" means to compound, blend, extract, infuse, or otherwise make or prepare a marijuana product.
- 7. "Marijuana" means all parts of the plant Cannabis sativa L., whether growing or not; the seeds thereof; the resin extracted from any part thereof; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Marijuana" does not include:
 - a. Industrial hemp, as defined in Health and Safety Code Section 11018.5; or
 - b. The weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other products.
- 8. "Marijuana accessories" means any equipment, products or materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, smoking, vaporizing, or containing marijuana, or for ingesting, inhaling, or otherwise introducing marijuana or marijuana products into the human body.
- 9. "Marijuana products" means marijuana that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing marijuana or concentrated cannabis and other ingredients.
- 10. "Medical purposes" shall have the same meaning it has in Health and Safety Code Section 11362.5, or as that section may be amended from time to time.
- 11. "Person" includes any individual, firm, copartnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.
- 12. "Primary caregiver" shall have the same meaning it has in Health and Safety Code Section 11362.7, or as that section may be amended from time to time.

- 13. "Qualified patient" means a person who is entitled to the protections of Health and Safety Code Section 11362.5.
- C. Prohibition of commercial marijuana activity. No person may engage in commercial marijuana activity in any zone or specific plan throughout the City of South Pasadena. No permit or any other applicable license or entitlement for use, including but not limited to the issuance of a business license, shall be approved or issued for the establishment, maintenance or operation of any commercial marijuana activity within the City limits of the City of South Pasadena.
- D. Prohibition of the cultivation of marijuana. The cultivation of marijuana is prohibited in all zones and specific plans throughout the City of South Pasadena. No permit or any other applicable license, including but not limited to the issuance of a business license, shall be approved or issued for the cultivation of marijuana within the City limits of the City of South Pasadena. Notwithstanding the foregoing, cultivation of marijuana is permitted under the following conditions:
 - Outdoor cultivation is permitted as long as it is solely for the personal use of a
 qualified patient, the volume cultivated is consistent with a physician's
 recommendation for that qualified patient, and it is conducted on the grounds
 of the primary residence of either the qualified patient or his or her primary
 caregiver.
 - a. Outdoor cultivation must be limited to an area not to exceed 32 square feet, measured by the aggregate area of vegetative growth of live marijuana plants on the premises.
 - b. Outdoor cultivation of marijuana shall not be visible from the public right of way, and it shall occur in an enclosed yard that is not accessible by minors, except any minors residing in the home of the qualified patient for whom the marijuana is being cultivated.
 - c. No qualified patient or his or her primary caregiver shall sell, distribute, donate, or provide marijuana to any other person.
 - d. Upon request by a peace officer or other qualified agent of the City, any person engaged in outdoor cultivation of marijuana shall present an identification card or other evidence that the marijuana being cultivated is for the personal use of a qualified patient.
 - 2. Indoor cultivation. Any person at least 21 years of age may cultivate marijuana inside his or her private residence or inside a fully enclosed and secure accessory structure on the grounds of that private residence.
 - a. Indoor cultivation shall not displace any required on-site parking, and it shall not be visible or detectible by the olfactory senses from the public right of way or other private property.

- b. No person may utilize lighting that exceeds 1,200 watts, employ an electric generator, or use gas products, including but not limited to carbon dioxide and butane, while cultivating marijuana indoors.
- c. Nothing in this section shall limit the right of an owner of a private residence to restrict the cultivation of marijuana within that residence, or on the grounds thereof, by tenants, licensees, or any other person with lawful access to that private residence.
- 3. Maximum cultivation. At any one time at any given private residence, the total indoor and outdoor cultivation permitted by this section shall not exceed six living marijuana plants. Qualified patients may exceed this maximum if doing so is consistent with their physician's recommendation.
- E. Cultivation and establishment, maintenance or operation of commercial marijuana activity declared a public nuisance. The cultivation of marijuana, except as authorized in this Section, and the establishment, maintenance or operation of a any commercial marijuana activity within the City limits of the City of South Pasadena is declared to be a public nuisance and may be abated by the City either pursuant to Chapter 24 (Nuisances) of the South Pasadena Municipal Code or any available legal remedies, including but not limited to civil injunctions.

SECTION 5. Section SPMC 36.700.020 (Definitions of Specialized Terms and Phrases) of Article 7 (Definitions) of Chapter 36 (Zoning) of the South Pasadena Municipal Code is hereby amended as follows:

M. Definitions, "M."

Marijuana. Definitions and terms related to marijuana and marijuana products are in Section 36.350.240.

Media Post production Facilities. Support facilities engaged in completing work on film, video, and sound recording productions. These include facilities for film, video, and sound editing and recording studios, foley stages, etc., optical, computer graphics, and other special effects units, film processing laboratories, etc.

Medical Services - Clinics. A facility other than a hospital where medical, dental, mental health, surgical and other personal health care services are provided on an outpatient basis, and that accommodates multiple licensed primary medical practitioners (i.e., doctors) and specialties, or four or more primary practitioners in a single specialty. Counseling services by other than medical doctors or psychiatrists are instead included under "Offices."

SECTION 6. Section 4.4 (Prohibited Facilities and Uses) of Chapter 4.0 (Land Use) of Part 2 (Specific Plan Regulations) the Mission Street Specific Plan is hereby amended as follows:

4. 4 Prohibited Facilities and Uses

The following facilities and uses are expressly prohibited in the Specific Plan Area:

- A. Drive-In or -Through Facilities, including restaurants, food stores, banks, cleaners and the like. A Drive-In or -Through Facility is any portion of a building or structure from which business is transacted, or is capable of being transacted, directly with a customer located in a motor vehicle during such business transaction.
- B. Walk-up-windows,-i.e.,-openings in walls or display windows of the-front facade through which food; or -other items may be passed. This provision does not apply to automatic teller machines which are permitted.
- C. Billboards
- D. Service stations (as defined in Section 36.162 of the Zoning-Code) in the Core Area.
- E. Car washes of any kind.
- F. Automobile repair uses on parcels that abut Mission Street.
- G. Marijuana <u>Businesses and Cultivation</u> (as defined in Section 36.350.240 of the Zoning Code).

With respect to the termination of nonconforming uses only (and not with respect to other site and building characteristics) as required by Section 36.803.1. of the Zoning Code, discontinuance of such use for a period of 6 months shall be deemed to constitute abandonment in the Specific Plan Area.

SECTION 7. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council declares it would have adopted this ordinance and each subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more subsections, phrases, or portions is declared invalid or unconstitutional.

SECTION 8. To the extent the provisions of this ordinance are substantially the same as previous provisions of the South Pasadena Municipal Code, these provisions shall be construed as continuations of those provisions and not as new enactments.

SECTION 9. This ordinance shall take effect 30 days after adoption. The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published or posted in accordance with law.

PASSED, APPROVED, AND	ND ADOPTED ON this day of, 2017.					
	Michael A. Cacciotti, Mayor					
ATTEST:	APPROVED AS TO FORM:					
Evelyn G. Zneimer, City Clerk	Teresa L. Highsmith, City Attorney					
(seal) Date:						
I HEREBY CERTIFY the foregoing the City of South Pasadena, California, 2017, by the following vote:	ordinance was duly adopted by the City Council of , at a regular meeting held on the 21 ST day of June,					
AYES:						
NOES:						
ABSENT:						
ABSTAINED:						
Evelyn G. Zneimer, City Clerk (seal)						

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ATTACHMENT 2

City Council Agenda Report – June 7, 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:

June 7, 2017

TO:

Honorable Mayor and City Council

VIA:

Elaine Aguilar, Interim City Manager

FROM:

David G. Watkins, Director of Planning & Building Department Mark

Edwar Sissi, Assistant Planner

SUBJECT:

First Reading and Introduction of an Ordinance Amending South Pasadena Municipal Code Prohibiting Marijuana Businesses and Allowing for the Regulation of Cultivation for

Personal Use

Recommendation

It is recommended that the City Council read by title only for the first reading, waive further reading, and introduce an ordinance (Attachment 1) that amends South Pasadena Municipal Code (SPMC) Section 36.350.240 (Medical Marijuana Dispensaries and Cultivation), SPMC Section 36.700.020 (Definitions), and Section 4.4 (Land Use) of Chapter 4.0 (Specific Plan Regulations) of Part 2 of the Mission Street Specific Plan.

Fiscal Impact

There is no fiscal impact associated with this Zoning Code Amendment.

Environmental Analysis

This item is exempt from any California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section 15031(b)(3) – General Rule, which provides that CEQA applies only to projects that have the potential for causing a significant effect on the environment.

Commission Review and Recommendation

This matter was reviewed by the Planning Commission through a regularly scheduled Public Hearing held on March 27, 2017. The Planning Commission unanimously voted to recommend initiating the Zoning Code Amendment (Attachment 2) and to recommend that the City Council adopt the subject ordinance (Attachment 3).

Background

On November 16, 2016, the City Council directed staff to amend the Zoning Code to prohibit retail distribution of recreational marijuana in South Pasadena.

ZCA 60 – Marijuana June 7, 2017 Page 2 of 3

The City Council's direction was in response to the new "Control, Regulate, and Tax Adult Use of Marijuana Act" (AUMA), a.k.a. Proposition 64, which was passed by California voters on November 8, 2016. The AUMA permits the adult use of marijuana by persons aged 21 years or older, and provides regulations for personal and commercial activities related to such non-medical use.

The AUMA also authorizes local governments to regulate or completely prohibit the establishment or operation of marijuana businesses within its jurisdiction including commercial cultivation. For personal cultivation, the AUMA authorizes cities to "reasonably regulate," but not "completely prohibit," cultivation of marijuana "inside a private residence, or inside an accessory structure to a private residence located upon the grounds of a private residence that is fully enclosed and secure." Under the AUMA, each residence may cultivate up to six marijuana plants for personal use without a license.

Commercial cultivation and marijuana affiliated businesses will require licensing by the state through various state departments including local government licensing, unless the local government expressly prohibits any or all commercial activities including commercial cultivation. The state is set to establish its licensing and regulatory processes by the year 2018. The state will not issue licenses to marijuana operators if the local government expressly prohibits the permitting of commercial marijuana operations. If a local government does not expressly prohibit commercial marijuana businesses and cultivation, the state may grant an operator a license which will be valid for one year.

Analysis

Pursuant to SPMC Section 36.350.240, the City of South Pasadena (City) prohibits the establishment and operation of medical marijuana dispensaries anywhere in South Pasadena, recognizing that federal law prohibits the possession, sale, and distribution of marijuana for any purpose.

This section of the SPMC was revised in January 2016 (Ordinance No. 2290) to include the prohibition of the cultivation of medical marijuana in all zoning districts in South Pasadena as a response to the Medical Marijuana Regulation and Safety Act (MMRSA) signed into law by Governor Brown in October 2015.

With the newly passed AUMA, the City now wishes to include the prohibition of commercial cultivation and commercial businesses related to non-medical marijuana. The new ordinance includes more comprehensive definitions and regulations in response to provisions granted by the AUMA and its broadening of marijuana usage to include non-medical marijuana for personal cultivation and use. The allowance of 32 square feet of outdoor cultivation for personal medical marijuana will still be allowed for qualified patients and/or their caregivers under this Zoning Code Amendment.

Legal Review

The City Attorney has reviewed this item.

ZCA 60 – Marijuana June 7, 2017 Page 3 of 3

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 notice in the *South Pasadena Review*.

Attachments:

- 1. Draft Ordinance
- 2. Planning Commission Resolution Initiating the Zoning Code Amendment
- 3. Planning Commission Resolution Recommending Adoption on the Zoning Code Amendment
- 4. Current South Pasadena Municipal Code Section 36.350.240
- 5. Draft Minutes of the March 27, 2017 Planning Commission Meeting (Item No. 2 Only)
- 6. Minutes of the November 16, 2016 City Council Meeting (Item No. 18 Only)
- 7. Control, Regulate, and Tax Adult Use of Marijuana Act (AUMA)

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:

June 21, 2017

TO:

Honorable Mayor and City Council

VIA:

Elaine Aguilar, Interim City Manager

FROM:

David Batt, Finance Director

SUBJECT:

Discretionary Fund Requests From Councilmember Joe for the

Purpose of Computers for Seniors at the Senior Center, Educational Supplies for the Fire Department, Children's

Summer Reading Program, Framing for the Shadow Box for the

Ray Bradbury Conference Room at the Library

Recommendation

It is recommended that the City Council approve the discretionary fund requests by Councilmember Joe designating \$1000 for the purpose of purchase of computers for seniors at the Senior Center, \$500 for the purpose of educational supplies for the Fire Department, \$400 for the purpose of the children's summer reading program at the Library, and \$100 for the purpose of framing for the historical shadow box for the Ray Bradbury Conference Room at the Library

Fiscal Impact

Funds are available in the Fiscal Year (FY) 2016-17 Budget.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

In September 2004, the City Council approved the creation of discretionary spending budgets which allow each councilmember the opportunity to fund projects or purchases that might not otherwise be funded in the approved budget. The City Council adopted the FY 2016-17 Budget with \$20,000 in the Discretionary Fund, \$4,000 designated for each councilmember. Discretionary funds must be used for a public purpose benefiting the City of South Pasadena.

On August 17, 2011, the City Council approved Resolution No. 7174, which established guidelines for discretionary budget accounts. The resolution states that all funds not expended during the fiscal year shall be carried over to subsequent fiscal years, up to a maximum carryover amount of \$10,000 per councilmember account. Said unallocated funds need not be encumbered by a purchase order in order to be carried over to the following fiscal year. The following table displays the current Discretionary Fund balances and excludes the requests being considered in this staff report.

Discretionary Fund Requests for Computers, Supplies, Children's Reading Program, and Framing

June 21, 2017 Page 2 of 3

Analysis

Councilmember Joe requested approval for, and received a second to place on a future City Council meeting agenda, the use of discretionary funds to purchase computers for seniors at the Senior Center; to purchase educational supplies for the Fire Department e.g. plastic fire helmets, sticker badges, and coloring books; to help cover the cost of the children's summer reading program at the Library; and to help cover the cost of framing for the historical shadow box that will be placed outside the Ray Bradbury Conference Room at the Library.

City Councilmembers Discretionary Funds Fiscal Year 2015/16									
		Cacciotti	<u>Joe</u>	Khubesrian	Mahmud	Schneider			
Date	Prior Year Balance >	\$6,228	\$6,950	\$6,000	\$5,000	\$7,700			
Pledged	Plus Current Year Balance >	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000			
	Total	10,228	10,950	10,000	9,000	11,700			
8/19/2015	Commemorative Coins		500						
1/6/2016	Monarch Butterfly Waystation				600				
2/3/2016	Special Needs Education Conference	200	200		300				
2/17/2016	Native Plants for the Nature Park		200			100			
3/2/2016	Artwork for the Public Works Building	200				(
5/18/2016	CERT Luncheon		100						
5/18/2016	SPACE Kinetic Sculpture Project			2,000		2,000			
6/15/2016	Community Garden Compost Bin	250							
	YTD Appropriations	650	1,000	2,000	900	2,100			
	Available at 6/30/16	\$9,578	\$9,950	\$8,000	\$8,100	\$9,600			

	City Councilmembers Discretionary Funds Fiscal Year 2016/17								
		Cacciotti	<u>Joe</u>	Khubesrian	Mahmud	<u>Schneider</u>			
Date	Prior Year Balance >	\$9,578	\$9,950	\$8,000	\$8,100	\$9,600			
Pledged	Plus Current Year Balance >	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000			
	Total	13,578	13,950	12,000	12,100	13,600			
10/19/2016	So. Pas. Beautiful Tree Planting					250			
12/21/2016	Offset Losses by TOR Committee	1,000	1,000	1,000	1,000	1,000			
4/19/2017	Ray Bradbury Mural at the Library	500	500	500	1,000	1,500			
5/3/2017	Sound Tech. Services at Teen Concert				700	·			
	YTD Appropriations	1,500	1,500	1,500	2,700	2,750			
	Available at 6/21/17	\$12,078	\$12,450	\$10,500	\$9,400	\$10,856			

Discretionary Fund Requests for Computers, Supplies, Children's Reading Program, and Framing
June 21, 2017
Page 3 of 3

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 *South Pasadena Review* and/or the *Pasadena Star-News*.

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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:

June 21, 2017

TO:

Honorable Mayor and City Council

VIA:

Elaine Aguilar, Interim City Manager

FROM:

David Batt, Finance Director

SUBJECT:

Discretionary Fund Request From Mayor Pro Tem Schneider in

the amount of \$850 for the Purpose of the South Pasadena

Beautiful Arbor Committee

Recommendation

It is recommended that the City Council approve the discretionary fund request by Mayor Pro Tem Schneider designating \$850 for the purpose of the South Pasadena Beautiful Arbor Committee.

Fiscal Impact

Funds are available in the Fiscal Year (FY) 2016-17 Budget.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

In September 2004, the City Council approved the creation of discretionary spending budgets which allow each councilmember the opportunity to fund projects or purchases that might not otherwise be funded in the approved budget. The City Council adopted the FY 2016-17 Budget with \$20,000 in the Discretionary Fund, \$4,000 designated for each councilmember. Discretionary funds must be used for a public purpose benefiting the City of South Pasadena.

On August 17, 2011, the City Council approved Resolution No. 7174, which established guidelines for discretionary budget accounts. The resolution states that all funds not expended during the fiscal year shall be carried over to subsequent fiscal years, up to a maximum carryover amount of \$10,000 per councilmember account. Said unallocated funds need not be encumbered by a purchase order in order to be carried over to the following fiscal year. The following table displays the current Discretionary Fund balances and excludes the requests being considered in this staff report.

Analysis

Mayor Pro Tem Schneider requested approval for, and received a second to place on a future City Council meeting agenda, the use of discretionary funds to provide seed money for the South Pasadena Beautiful Arbor Committee to begin outreach for a tree planting program and establish an Arbor Foundation which will continue the effort to plant and maintain trees year-round.

	City Councilmembers Discretionary Funds Fiscal Year 2015/16									
		<u>Cacciotti</u>	<u>Joe</u>	Khubesrian	Mahmud	Schneider				
Date	Prior Year Balance >	\$6,228	\$6,950	\$6,000	\$5,000	\$7,700				
Pledged	Plus Current Year Balance >	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000				
	Total	10,228	10,950	10,000	9,000	11,700				
8/19/2015	Commemorative Coins		500							
1/6/2016	Monarch Butterfly Waystation				600					
2/3/2016	Special Needs Education Conference	200	200		300					
2/17/2016	Native Plants for the Nature Park		200			100				
3/2/2016	Artwork for the Public Works Building	200								
5/18/2016	CERT Luncheon		100							
5/18/2016	SPACE Kinetic Sculpture Project			2,000		2,000				
6/15/2016	Community Garden Compost Bin	250				·				
	YTD Appropriations	650	1,000	2,000	900	2,100				
	Available at 6/30/16	\$9,578	\$9,950	\$8,000	\$8,100	\$9,600				

	City Councilmembers Discretionary Funds Fiscal Year 2016/17								
		Cacciotti	<u>Joe</u>	<u>Khubesrian</u>	<u>Mahmud</u>	<u>Schneider</u>			
Date	Prior Year Balance >	\$9,578	\$9,950	\$8,000	\$8,100	\$9,600			
Pledged	Plus Current Year Balance >	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000			
	Total	13,578	13,950	12,000	12,100	13,600			
10/19/2016	So. Pas. Beautiful Tree Planting					250			
12/21/2016	Offset Losses by TOR Committee	1,000	1,000	1,000	1,000	1,000			
4/19/2017	Ray Bradbury Mural at the Library	500	500	500	1,000	1,500			
5/3/2017	Sound Tech. Services at Teen Concert	•			700	ŕ			
	YTD Appropriations	1,500	1,500	1,500	2,700	2,750			
	Available at 6/21/17	\$12,078	\$12,450	\$10,500	\$9,400	\$10,850			

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 *South Pasadena Review* and/or the *Pasadena Star-News*.

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:

June 21, 2017

TO:

Honorable Mayor and City Council

VIA:

Elaine Aguilar, Interim City Manager

FROM:

David Batt, Finance Director

SUBJECT:

Discretionary Fund Request From Councilmember Khubesrian

in the amount of \$800 for the Purpose of a Tower Garden at the

Senior Center

Recommendation

It is recommended that the City Council approve the discretionary fund request by Councilmember Khubesrian designating \$800 for the purpose of Tower Garden at the Senior Center.

Fiscal Impact

Funds are available in the Fiscal Year (FY) 2016-17 Budget.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

In September 2004, the City Council approved the creation of discretionary spending budgets which allow each councilmember the opportunity to fund projects or purchases that might not otherwise be funded in the approved budget. The City Council adopted the FY 2016-17 Budget with \$20,000 in the Discretionary Fund, \$4,000 designated for each councilmember. Discretionary funds must be used for a public purpose benefiting the City of South Pasadena.

On August 17, 2011, the City Council approved Resolution No. 7174, which established guidelines for discretionary budget accounts. The resolution states that all funds not expended during the fiscal year shall be carried over to subsequent fiscal years, up to a maximum carryover amount of \$10,000 per councilmember account. Said unallocated funds need not be encumbered by a purchase order in order to be carried over to the following fiscal year. The following table displays the current Discretionary Fund balances and excludes the requests being considered in this staff report.

Analysis

Councilmember Khubesrian requested approval for, and received a second to place on a future City Council meeting agenda, the use of discretionary funds to cover the cost of establishing a Tower Garden at the Senior Center. This initiative is a means of promoting a sustainable and healthy community as the vertical design, which uses 90% less space than traditional gardening, makes this a cleaner, simpler and more efficient way to grow fresh, healthy food and promote

Discretionary Fund Request for a Tower Garden at the Senior Center June 21, 2017
Page 2 of 3

healthy lifestyles. The aeroponics technology used by the Tower Garden, i.e. the process of growing plants in an air or mist environment without the use of soil, is in itself the most effective and efficient way to provide plants with the necessary nutrients, hydration and oxygen.

	City Councilmembers Discretionary Funds Fiscal Year 2015/16									
		<u>Cacciotti</u>	<u>Joe</u>	Khubesrian	Mahmud	<u>Schneider</u>				
Date	Prior Year Balance >	\$6,228	\$6,950	\$6,000	\$5,000	\$7,700				
Pledged	Plus Current Year Balance >	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000				
	Total	10,228	10,950	10,000	9,000	11,700				
8/19/2015	Commemorative Coins		500							
1/6/2016	Monarch Butterfly Waystation				600					
2/3/2016	Special Needs Education Conference	200	200		300					
2/17/2016	Native Plants for the Nature Park		200			100				
3/2/2016	Artwork for the Public Works Building	200								
5/18/2016	CERT Luncheon		100							
5/18/2016	SPACE Kinetic Sculpture Project			2,000		2,000				
6/15/2016	Community Garden Compost Bin	250		·						
	YTD Appropriations	650	1,000	2,000	900	2,100				
	Available at 6/30/16	\$9,578	\$9,950	\$8,000	\$8,100	\$9,600				

City Councilmembers Discretionary Funds Fiscal Year 2016/17								
		<u>Cacciotti</u>	<u>Joe</u>	<u>Khubesrian</u>	<u>Mahmud</u>	Schneider		
Date	Prior Year Balance >	\$9,578	\$9,950	\$8,000	\$8,100	\$9,600		
Pledged	Plus Current Year Balance >	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000		
	Total	13,578	13,950	12,000	12,100	13,600		
10/19/2016	So. Pas. Beautiful Tree Planting					250		
12/21/2016	Offset Losses by TOR Committee	1,000	1,000	1,000	1,000	1,000		
4/19/2017	Ray Bradbury Mural at the Library	500	500	500	1,000	1,500		
5/3/2017	Sound Tech. Services at Teen Concert				700			
	YTD Appropriations	1,500	1,500	1,500	2,700	2,750		
	Available at 6/21/17	\$12,078	\$12,450	\$10,500	\$9,400	\$10,850		

Legal Review

The City Attorney has not reviewed this item.

Discretionary Fund Request for a Tower Garden at the Senior Center June 21, 2017
Page 3 of 3

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*.

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CITY OF SOUTH PASADENA

INTER-OFFICE MEMORANDUM

Date: June 15, 2017

To: Honorable Mayor and Members of the City Council

Via: Elaine Aguilar, Interim City Manager

From: David Batt, Finance Director My for DBatt

Re: June 21, 2017 City Council Meeting Agenda Item No. 14 - Discretionary Fund

Request from Mayor Cacciotti for the Purpose of an Eagle Scout Project

This staff report will be provided to the City Council under separate cover.

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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:

June 21, 2017

TO:

Honorable Mayor and City Council

VIA:

Elaine Aguilar, Interim City Manager

FROM:

David G. Watkins, AICP, Director of Planning & Building

John Mayer, AICP, Senior Planner

SUBJECT:

Approval of a Contract for Environmental Consultant Services

Associated with a 15-Unit Condominium Project at 181-187

Monterey Road

Recommendation

It is recommended that the City Council authorize the City Manager to execute a contract with Envicom Corporation (Envicom) for an amount not-to-exceed \$40,884.91. The contract with Envicom is to perform environmental analysis (an Initial Study) in compliance with the California Environmental Quality Act (CEQA) for a 15-unit condominium complex at 181-187 Monterey Road (Project).

Fiscal Impact

There are no fiscal impacts. Code Solution (Applicant) will provide the funds for this contract. The applicant is financially responsible for any contract work that will exceed the amount budgeted for this consultant work.

Environmental Analysis

The purpose of this item is to approve a contract with an environmental consultant who will prepare CEQA analysis for a proposed condominium project.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

On April 15, 2016, the Applicant submitted plans to demolish three, single family homes (constructed in the 1940's), grade 18,660 cubic yards of hillside earth, remove 33 protected trees (27 are coastal live oaks), and build a 15-unit condominium complex on top of a parking garage. The Project would also involve the subdivision of three separate parcels (total 1.24 acres) into 15 condominium units. The General Plan Land Use designation for this site is Medium Density Residential and the corresponding Zoning District is Residential Medium Density (RM). The RM

Contract for Environmental Consultant for 181-187 Monterey Road June 21, 2017
Page 2 of 3

Zoning allows 6.1 - 14 units per acre; the maximum number of units allowed on the site is 17.

On February 27, 2017, the Planning staff completed a draft Initial Study, which is a CEQA document that describes the potential environmental effects of a proposed project (Attachment 2). Staff identified certain environmental issue areas that will need further analysis by an environmental consultant. On March 3, 2017, staff mailed a Request for Proposal (RFP) to 24 consulting firms to prepare a Mitigated Negative Declaration (MND)¹ of whom three responded.

The following three firms submitted proposals: Michael Baker International (\$59,385), Rincon Consultants, Inc. (\$45,080), and Envicom Corporation (\$48,963). All three firms were highly qualified and demonstrated ability to complete the environmental analysis and documentation within the timeframe given in the RFP. Envicom was selected as the top candidate for their efficient and thorough approach to analyzing the environmental issues. Laura Kaufman, Envicom's Project Director and her team have significant experience with similar multi-family projects in Southern California. Details about the team's experience may be found in Attachment 3, "Resumes." Staff subsequently requested that Envicom reduce the Scope of Work to only include a comprehensive Initial Study in order to later determine whether an MND or an Environmental Impact Report (EIR) would be required.

Analysis

Although staff prepared a draft Initial Study, Envicom will need to perform additional environmental assessments and prepare a comprehensive Initial Study which will explain the significance of the environmental effects. Once this is completed, the Applicant will be informed about the proper environmental document whether it will be an MND or an EIR. If the Initial Study concludes that an EIR is required, it will include measures to mitigate the significant impacts and project alternatives would be discussed.

The consultant will be expected to consider several environmental issues while completing this Initial Study including:

- Historic Resources: The Project site is developed with three single-family homes as follows: 181 Monterey Road (Built 1946), 185 Monterey Road (Built 1947), and 187 Monterey Road (Built 1948). Although the homes are not listed on the Inventory of Historic Resources, their age is greater than 50 years old and requires research to determine if they qualify as "historical resources" for the purposes of CEQA. This issue will require further analysis with a Historical Resource Evaluation report for each house.
- Biological Resources: A biological resource survey and further analysis will be needed to
 determine whether the proposed Project and the removal of the 33 trees will have impacts
 related to the community of coast live oak woodlands on a large portion of the Project site
 upslope.

¹ When an Initial study identifies potentially significant effects on the environment, an MND will include measures to reduce those effects or mitigate them to a point where they are no longer significant.

Contract for Environmental Consultant for 181-187 Monterey Road June 21, 2017
Page 3 of 3

- *Noise:* Construction noise include: the use of heavy equipment during Project grading and construction of framing and roofing. Long-term operational noise could result from increased traffic volumes.
- Greenhouse Gas (CHG) Emissions: The impacts from GHG emissions from construction and operation will need further analysis.

The contract (Attachment 1) includes the consultant's scope of services, which can be found in "Exhibit A." The consultant is required to prepare the Initial Study in full compliance with CEQA at a cost not-to-exceed \$40,884.91. In accordance with the terms of the contract, the Project applicant will deposit the \$40,884.91 into an account, before Envicom begins work. The consultant will be paid by the City from that account.

The Project requires a Design Review, a Hillside Development Permit, and a Tentative Tract Map approvals from the Planning Commission. According to Envicom's schedule, the Initial Study could be completed in three months or less. Once a determination is made on the appropriate environmental document, the Applicant will need to submit the additional funds to prepare it. The Cultural Heritage Commission will have an opportunity to review and comment on the impacts analyses regarding the demolition of the existing homes. The Natural Resources and Environmental Commission will also have an opportunity to review and comment on the removal of the protected trees. Those commission meetings will be scheduled during a 45-day public review period. Their comments will be included in the environmental documents that the Planning Commission will consider prior to a decision on the Project.

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.

Attachments:

- 1. Contract with Envicom
- 2. Draft Initial Study, 181-187 Monterey Road
- 3. Envicom Proposal

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ATTACHMENT 1 Contract with Envicom

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of South Pasadena / Envicom Corporation)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of South Pasadena, a California municipal corporation ("City"), and Envicom Corporation, a California Corporation ("Consultant").

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: to prepare a comprehensive Initial Study to determine the significance of the potential environmental effects, perform the environmental assessments, and prepare a Mitigated Negative Declaration and Mitigation Monitoring Program for a proposed 15-unit multi-family condominium project at 181-187 Monterey Road.
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 et seq.), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. DEFINITIONS

- 3.1. "Scope of Services": Such professional services as are set forth in Consultant's **June** 6, 2017 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. "Agreement Administrator": The Agreement Administrator for this project is John Mayer, Senior Planner. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim

- milestones. City reserves the right to change this designation upon written notice to Consultant
- 3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Forty-eight thousand, nine hundred and sixty-three Dollars and thirty-five cents (\$40,884.91).
- 3.5. "Commencement Date": June 22, 2017.
- 3.6. "Termination Date": June 22, 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 required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.

- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. Avoid Conflicts. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. Appropriate Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Laura Kaufman shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. Substitution of Personnel. Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. Notification of Organizational Changes. Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such

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

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. Compensation for Subcontractors. City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved markup as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. General. City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours

worked, a description of each labor charge, and the total amount due for labor charges.

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

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Consultant shall defend, indemnify, and hold the City, tis elected officials, officers, employees, and agents free and harmless form any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. No Agent Authority. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 10.3. Independent Contractor Status. Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. Indemnification of CalPERS Determination. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 Consultant to Indemnify City. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise,

Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 Waiver of Statutory Immunity. The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- Insurance Not a Substitute. City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
 - Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: 181-187 Monterey Road Condominium Project MND.
 - Documentation of Best's rating acceptable to the City.

- Original endorsements effecting coverage for all policies required by this Agreement.
- City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.
- 12.3. Coverage Amounts. Insurance coverage shall be at least in the following minimum amounts:

•	Professional Liability Insurance:	\$2,000,000 per occurrence,
		\$2,000,000 aggregate

• General Liability:

•	General Aggregate:	\$2	2,000,000
•	Products Comp/Op Aggregate	\$2	2,000,000
•	Personal & Advertising Injury	\$2	000,000
•	Each Occurrence	\$2	,000,000
•	Fire Damage (any one fire)	\$	100,000
•	Medical Expense (any 1 person)	\$	10,000

Workers' Compensation:

•	Workers' Compensation	Statutory Limits
•	EL Each Accident	\$1,000,000
•	EL Disease - Policy Limit	\$1,000,000
•	EL Disease - Each Employee	\$1,000,000

- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

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

- 12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. Worker's Compensation Insurance. Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this

Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

- 12.6. Automobile Liability Insurance. Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. Professional Liability Insurance or Errors & Omissions Coverage. The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. Claims-Made Policies. If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. Additional Insured Endorsements. The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. Failure to Maintain Coverage. In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.

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

John Mayer, AICP City of South Pasadena Planning and Building Department 1414 Mission Street South Pasadena, CA 91030 Telephone: (626) 403-7228 Facsimile: (626) 403-7221

With courtesy copy to:

Teresa L. Highsmith, Esq.
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd. Ste. 850
Pasadena, CA 91101

Telephone: (213) 542-5700 Facsimile: (213) 542-5710

If to Consultant

Laura Kaufman, AICP Envicom Corporation 4165 E. Thousand Oaks Blvd., Suite 290 Westlake Village, CA 91362 Telephone: (818) 879-4700

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of

Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

- 16.1. City Termination. City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. Consultant Termination. Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. Compensation Following Termination. Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. Integration of Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.

- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. Confidentiality. All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. Conflicts of Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. Non-assignment. Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.

- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. Non-Discrimination. Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. Waiver. No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. Excused Failure to Perform. Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. Remedies Non-Exclusive. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.

TO EFFECTUATE THIS AGREEMENT, representatives to execute this Agreement on the	the parties have caused their duly authorized dates set forth below.
"City" City of South Pasadena	"Consultant" Envicom Corporation
By:	By:
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:	•
ì	

18.12. Venue. The venue for any litigation shall be Los Angeles County, California and

resolving any dispute or enforcing any obligation arising under this Agreement.

Consultant hereby consents to jurisdiction in Los Angeles County for purposes of

EXHIBIT "A"

SCOPE OF SERVICES

Task 1: Administrative Draft Initial Study

Envicom Corporation will prepare an Initial Study pursuant to CEQA. To the extent feasible, the Initial Study will utilize the information to be provided by the City, such as available technical studies and project descriptive materials. Our Initial Study and supporting technical study analysis will rely upon additional project information, including information available in the public domain, project design materials such as site plans and renderings, and other application materials provided by the applicant or City. Consultant will expand the evaluation of each issue area in the City's preliminary Initial Study, as required by CEQA and the City, to include impact analyses and where necessary, identify where mitigation measures would be needed to avoid significant impacts. As discussed, Consultant would not provide the actual mitigation measures or a Mitigation Monitoring Program (MMP) at this time. The goal is just to identify whether there would be a need and if it appears that mitigation could be found to avoid those significant impacts. Consultant will add Tribal Cultural Resources as a separate CEQA Initial Study Checklist topic, as now required by Assembly Bill 52 and recent amendments to the CEQA Guidelines.

The project manager will confirm format and structure of the document with the City at the start of our work. Each evaluation will provide supporting documentation and reasoning to justify the CEQA conclusions, including citations to project technical studies and other data sources. Consultant would assume that the applicant-prepared studies (Arborist Report by Arsen Margossian, February 25, 2016, and Geologic and Soils Engineering Exploration Report by Irvine Geotechnical Inc., September 19, 2014) meet City standards and are adequate to support a CEQA analysis; however, as requested by the City, Envicom Corporation will review these documents (refer to the Technical Studies and Review section below) to confirm CEQA adequacy. Envicom Corporation will review the project materials provided and report on any comments or further data needs related to preparation of the Initial Study. Envicom Corporation will supply evaluations to address all CEQA resource topics; however, the following are anticipated to be the key issues for the project: 1) Air Quality and Greenhouse Gas Emissions, 2) Noise, 3) Cultural Resources, 4) Historic Resources, and based on City and public concern, 5) Oak Trees and Hillside Land Modification (related to Aesthetics, Biological Resources, and Land Use). These items are discussed in greater detail below (refer to Technical Studies section). Relevant project technical studies will be included as Appendices to the Initial Study.

Deliverables will include; Comments on Project Materials/Request for Further Data, as needed (memorandum or email format) for City review; Document Format Confirmation (via telephone or email); and Administrative Draft Initial Study (electronic format) for City review.

Task 2: Screencheck Draft Initial Study

Upon receipt of one (1) consolidated set of City comments on the Administrative Draft Initial Study, Envicom Corporation will prepare the Screencheck Draft Initial Study. Given our past experience with the City and our understanding of City requirements for CEQA documents, are expected to be light. The Deliverables include a Screencheck Draft initial Study (electronic format) for proofing and minor final comments by the City.

Task 3: Meetings/Management

Envicom Corporation's project manager will attend a kick-off meeting (which may occur in person or by phone). The project manager will distribute and oversee all work assignments among the Envicom Corporation team members, including sub-consultants. Weekly or daily check-ins with staff will occur, along with periodic check-ins with City staff. Communications will include the typical business formats of telephone, email and in person discussions, and issues of critical importance, such as data needs and other schedule-driving issues will be emphasized as priorities. The project manager will also rely on information from our time accounting and billing program to manage the work program and maintain the budget. Since this program is relatively straightforward and on a relatively short-term schedule (as described further below), Consultant would not anticipate the need for written status reports, though Consultant will provide these via email upon request.

Technical Studies and Review

Envicom Corporation will review the earlier referenced applicant-prepared Arborist Report, Sewer and Water Report, and Geologic and Soils Engineering Exploration Report for applicable CEQA content to respond to the CEQA Checklist and applicable significance thresholds. Consultant assumes that the City will review these studies to determine their technical adequacy whether they meet City permitting requirements. Our scope of work and cost estimate assume that these studies will be accurate, comprehensive, and meet City and industry standards. This scope of work assumes one (1) round of review, followed by a follow-up review to assure that Envicom

Corporation revisions/comments were adequately addressed.

Deliverables include: Comments on the provided Technical Reports (memorandum or email format) for City review; and Confirmation that Envicom Corporation comments were incorporated, or that further concerns remain (memorandum or email format) for City review.

Biological Resources Investigation

The biological resources scope of work includes a literature review, field survey, and response to the CEQA/City Environmental Checklist Form. An Envicom Corporation biologist will conduct a literature review, including the existing Special Status Species reports, California Natural Diversity Database (CNDDB), and other published materials regarding biological resources on the site and in the region. Upon completion of the literature review, a field survey will be conducted to compile the biological resources inventory, including vegetation communities, a list of species, and descriptions of plant communities, wildlife habitats, and special status species. The biologist will traverse the study area in sufficient detail to identify the important plant and animal associations present, and species observed (or their sign), will be documented. Field notes, photographs, and global positioning system (GPS) data will be used to prepare an existing conditions vegetation map. The results of this task will be incorporated into the Initial Study Biological Resources section, including our methodology and findings with respect to biological resources. For efficiency of budget and schedule and given the size of the project study, a standalone Biological Resources technical report is not deemed necessary for this scope of work, although some technical data may be appended to the Initial Study, if convenient to do so. The following tasks are included:

- Setting description of the site with maps and photographs.
- Physical Characteristics description of topography and previous site disturbance.
- Vegetation with reference to the plant species inventory, a description of the site's plant communities and their distribution on the site (including a map with major plant communities and other biological resources) and a list of species on-site.
- Wildlife a description of the animal species associated with those habitats, significant wildlife species or communities, and a list of species observed or expected on-site.
- Sensitive Resources lists of special status and sensitive habitats, plants, and animals observed or likely to occur in the study area, based on the results of the CNDDB search and field survey; and a description of any rare, threatened, or endangered species with potential to use the site.
- Impact Analysis based on the site plan and grading plan, our geographic information systems (GIS) specialist will overlay the proposed improvements onto the vegetation maps and quantify the anticipated impacts, and biologists will prepare an impact analysis, including recommendations for mitigation measures for impacts to biological resources.

Biological Resources Investigation Assumptions

The biological resources scope of work is based on the following assumptions.

- All relevant site plans and biological reports, studies, and exhibits prepared for the project shall be made available to the consultant team. If available, electronic files of site topography and aerial photographs for the site will also be provided to the consultant team.
- CAD data will be provided to Envicom Corporation and will be georeferenced in the NAD 83, State Plane Zone V Coordinate System.
- The applicant will provide the Arborist Report.
- Focused or protocol surveys for special-status species (e.g., rare plants), jurisdictional delineation, conceptual mitigation plan, or tree preservation plan would be provided under separate authorization if deemed necessary.
- The impact analysis will be prepared for one (1) version of the project description. Revisions to the project description may warrant additional costs to prepare the biological resources investigation.
- The scope of work does not include consultation with Resource Agencies.

Cultural Resources

Envicom Corporation will provide a cultural resources letter report to evaluate the potential of ground-disturbing activities at the project site to yield cultural resources, responsive to the CEQA Checklist and state definitions for cultural resource significance.

Although the project site includes three (3) residences, portions of the properties are in a natural state and have been developed (i.e., graded and/or paved). Therefore, a site visit by Envicom Corporation's cultural resources specialist and a cultural resources records search are

recommended. Envicom Corporation will contact the South Central Coastal Information Center (SCCIC), located at the campus of California State University Fullerton, and request a records search for previously-identified cultural resources and technical studies that have been completed within the project area. The records search encompasses the proposed project footprint, plus a 0.25-mile buffer study area around the project. By including the additional study area, a regional cultural resource context for the project can be provided.

To inform our cultural resources evaluation, Envicom Corporation will also contact the Native American Heritage Commission (NAHC) and request that they review their Sacred Lands Inventory to determine if tribal cultural resources are located within the project area. Again, 0.25-mile study area will be included to provide tribal cultural resource context for the project. The NAHC will also provide Envicom Corporation with a list of area-affiliated Tribal Group representatives. Envicom Corporation will prepare and send requests for cultural resource information from the Tribal Groups representatives identified by the NAHC (separate from City consultation under AB 52, though Consultant can coordinate efforts with the City if so desired).

Envicom Corporation will complete a cultural and built environment resource physical pedestrian survey of the proposed project area. The cultural survey identifies sites that have previously not been identified through past survey efforts, and which would therefore not be found in the record search of the project area. The survey will be conducted in accordance with Secretary of the Interior's Standards and Guidelines for Archaeological and Historic Preservation (48 FR 44716, Sept. 29, 1983). The survey will involve visual examination of the project area only and will not involve subsurface testing. Consultant does not anticipate finding cultural resources within the project area. However, if cultural resources are found, then a site recordation cost (out of scope) will be required for labor and materials to record the site to California Department of Parks and Recreation standards, as required by state law. Following completion of the records search and fieldwork, the cultural resources letter report will be prepared according to California State Historic Preservation Office (SHPO) guidelines and will describe the literature search findings. This proposal assumes that a negative findings report will be adequate for the proposed project. The cultural resources letter report and historic buildings resources evaluation will be the basis for the Initial Study cultural resources analysis and will be appended to the document.

Cultural Resources Assumptions

The cultural resources scope of work is based on the following assumptions:

- The applicant-provided Geologic and Soils Engineering Exploration Report by Irvine Geotechnical Inc. (or other reports and data provided by the City) will contain sufficient soils data on which to base the paleontological resources assessment.
- The NAHC outreach defined above is specifically to seek cultural resource information; it does not cover project or lead agency obligations under Assembly Bill-52. It is assumed that Senate Bill-18 compliance, also a City function, does not apply, as the project does not require a General Plan Amendment.
- This proposal assumes that the findings will be negative for cultural resources. If cultural resources are located within the project area, or if older cultural resources need to be updated, then a change order to record the cultural resources will be submitted. Discovered or updated

- cultural resources must be recorded and mapped using California Department of Parks and Recreation forms, for submittal to the lead agency and information centers.
- This proposal does not include tasks related to cultural site subsurface surveys (Phase Ib), site evaluations (Phase II), site data recovery (Phase III), or evaluation or data recovery plans, communications, or meetings related to such tasks.
- This proposal does not include costs for the formal evaluation of archaeological sites for eligibility and listing on a local, state or regional list or register of significant sites and places. If any of those services are required, a separate scope of work and cost will be submitted upon request based on the necessary level of effort.
- This proposal does not include meetings with the lead agency, Permitting Agencies, SHPO, or Native American Tribal Group representatives. If agency or Native American consultation is required, a separate scope of work and cost will be provided based on the necessary level of effort.
- Envicom will endeavor to perform the services and accomplish the objectives within the
 costs and schedule; however, the cost and schedule are based on our best judgment of the
 requirements known at the time of the proposal and can be influenced favorably or adversely
 by agency coordination needs and other circumstances. Envicom Corporation has assumed
 the cost for an expedited response for the records search from the SCCIC to accommodate
 the project schedule, but the SCCIC and NAHC schedule for responses are not in our control.
- The City or applicant will provide Envicom Corporation with copies of all known documentation relating to the physical and/or other conditions concerning the project site at the same time as authorization to proceed. It is assumed that Envicom Corporation can use and rely on the data and information contained in those documents. Envicom will not perform a technical review of such documents and will not be responsible for their content or accuracy.

Historic Resources Evaluation

As three (3) houses on parcels within the project site are older than 50 years of age, the City of South Pasadena requires evaluation of eligibility for listing the National Register of Historic Places (National Register), California Register of Historical Resources (California Register) and under the City of South Pasadena's local ordinance. To prepare the historic resource evaluation report, Historic Preservation Consulting (HPC), as consultants to Envicom Corporation, will conduct a field survey. HPC will photograph the exterior and interior of each building, as well as the setting. They will also gather information on the properties, consulting primary and secondary resources, including historic photographs, maps, drawings, newspapers, building permits, and other documentation. From this information the determination of the properties' potential eligibility for listing in the National Register, the California Register, or as a local landmark will be made. The report will be prepared in draft form for City review. One (1) consolidated set of City comments is assumed, from which a final report will be prepared. For the purposes of this proposal, Consultant assumes City comments will be minor. HPC's scope includes one (1) meeting with the City's Cultural Heritage Commission. The historic resources evaluation and cultural resources letter report will be the basis for the Initial Study cultural resources analysis and will be appended to the Initial Study.

Historic Resources Assumptions

The following materials are requested for the study:

- Copies of all building permits (both original and alterations)
- Chain of title (history of ownership)
- Any planning or related departmental files on the property
- Phase 1 Environmental Site Assessment, if available
- One (1) round of minor City/team comments is assumed.
- Findings of significance resources are not assumed for this proposal. If significance is found, additional scope of work may be required and would be assessed at that time.

Air Quality and Greenhouse Gas Emissions Analysis

Envicom Corporation will provide air quality and greenhouse gas emissions analyses in response to the CEQA/City Environmental Checklist Form. The technical analysis will be included in the Air Quality and Greenhouse Gas Emissions sections of the Initial Study. Technical materials may be appended to the Initial Study. The analyses will quantify project impacts for the construction and operational phases of the project. The analyses will follow the latest protocols established by the South Coast Air Quality Management District (SCAQMD) including pollutant emission estimations using the CalEEMod model. The impact analyses evaluate the appropriate CEQA Checklist questions and applicable SCAQMD thresholds, and will include mitigation measures, where necessary.

Air Quality and Greenhouse Gas Emissions Analysis Assumptions

- The applicant or City will provide information on the project's sustainability features for the greenhouse gas emissions analysis.
- The Air Quality and Greenhouse Gas Analysis will be prepared for one (1) version of the project description. Revisions to the project description or sustainability components may warrant additional costs.
- Envicom Corporation will rely on construction vehicle/equipment and duration of construction phase estimates provided by CalEEMod, unless project specific estimates for these items are provided by the applicant or project engineer. The operational emissions will be based on trip estimates provided by CalEEMod.

Noise Study

Working with Giroux and Associates, Envicom will provide an analysis of short-term construction noise as well as long-term operation noise impacts related to the proposed project. Noise levels with potential to impact the project site would come primarily from construction. Operational noise would occur primarily from vehicular traffic from the proposed 15-unit project traveling the adjacent and nearby streets. The need for project features and/or mitigation measures will be noted, where significant impacts are anticipated.

The noise study scope of work is as follows:

- Provide a quantified description of the existing noise conditions by establishing an existing
 baseline noise (CNEL noise metric) exposure profile using the Federal Highway
 Administration (FHWA) Model with the latest California vehicle noise curves (CALVENO)
 for freeway and arterial noise and the noise attenuation provided by intervening uses. Discuss
 existing ground-borne vibration conditions.
- Identify the regulatory framework for noise and ground-borne vibration, including applicable
 federal, state, and/or local regulations and/or standards and provide definitions of noisespecific terminology to inform the general public and make the subsequent discussion
 understandable to the layperson.
- Describe the criteria used to determine project noise and ground-borne vibration impacts for construction and operations from the State CEQA/City Environmental Checklist Form, direction provided in CEQA and applicable CEQA case law, and City-established thresholds.
- Evaluate the project's potential noise and ground-borne vibration impacts from construction and operation, where applicable, on sensitive receptors, based upon the significance criteria/thresholds.
- Evaluate the project's contribution to cumulative noise impacts within the City, with emphasis on potentially traffic-impacted street segments identified by the City. Discuss cumulative ground-borne vibration impacts, if any are anticipated.
- Establish a quantitative significance threshold for exposure to ground-borne vibration levels
 and on-site ground-borne vibration levels associated with site grading that may be
 experienced at sensitive receptor locations adjacent to the project site in the course of
 construction. Vibration attenuation and construction-related setback features for the proposed
 project will be assessed and any additional measures to reduce vibration levels experienced
 by nearby sensitive receptors will be recommended, where needed.
- Identify noise and ground-borne vibration attenuation by project structures or site
 characteristics, and identify if there is a potential need for project features or mitigation
 measures, considering project impacts measured against stated significance criteria and
 thresholds.
- Provide a residual impact statement.

The stand-alone noise study will be the basis for the Initial Study noise analysis and will be appended to the document.

Noise Study Assumptions

- Trips estimates will be based on CalEEMod information and the City will provide current traffic volume data and information regarding traffic-impacted street segments.
- A Noise Study will be prepared for one version of the project description. Revisions to the project description may warrant additional costs.

EXHIBIT "B"

COST TABLE - 181-187 Monterey Road Condominium Project Initial Study

COS1 TABLE - 181-187 Monterey Roat Task	Staff/Subconsultants	Hours	Rate	Cost
LABOR COSTS				
Task 1: Administrative Draft Initial Study Project Description	Laura Kaufman	6.0	190	1,140.00
Aesthetics/Visual Resources	Charles Colin	4.0	110	440.00
Agricultural and Forest Resources	Mitchel Morrison	1.0	95	95.00
Air Quality and Greenhouse Gas Emissions	See Envicom Technical S		23	55.00
Biological Resources	See Envicom Technical S			
Cultural Resources and Tribal Cultural Resources	Wayne Bischoff	4.0	135	540.00
	Mitchel Morrison	8.0	95	760.00
Geology and Soils	Mitchel Morrison	6.0	95	570.00
Hazards/Hazardous Materials	Charles Cohn	4.0	110	440.00
Hydrology/Water Quality	Charles Cohn	6.0	110	660.00
Land Use and Planning	Mitchel Morrison	6.0	95	570.00
Mineral Resources	Mitchel Morrison	1.0	95	95.00
Noise	Mitchel Morrison	6,0	95	570,00
Population and Housing	Amanda Miner	2.0	85	170.00
Public Services	Amonda Miner	6.0	85	510.00
Recreation	Amanda Miner	2.0	85	170.00
Transportation/Circulation	Charles Cohn	4.0	110	440.00
Utilities	Mitchel Morrison	6.0	95	570.00
Mandatory Findings Word Processing	Laura Kaufman Renee Mauro	0,5 8,0	190 [.] 70	95,00 560.00
Graphics	Chris Boyte	8.0 8.0	70 95	760.00
Direction, Review/Edit, QA/QC	Laura Kaufman	16.0	190	3,040.00
Direction, Review Buri, Qra QC	Panta Izuntutan	10.0	Subtotat	12,195.00
			2,-2,2,	12,20000
Task 2: Screencheck Draft Initial Study				
Revisions due to City Comments	Laura Kaufman	6.0	190	1,140.00
	Charles Cohn	6.0	110	660.00
	Mitchel Morrison	10.0	95	950.00
	Renee Mauro	6.0	70	420.00
	Chris Boyte	2.0	95 Subtotal	190.00 3,360.00
			SHOWAN	3,300.00
Task 3: Meetings/Management				
Project Management/Administration	Laura Kaufman	5.0	190	950.00
Kick-off Meeting/Other Project Conference Meetings	Laura Kaufman	5.0	190	950.00
Clerical (Mailing, Filing, Reproduction)	Renee Mauro	4.0	70 .	280.00
,	Roberta Ryniewicz	2.0	70	140.00
			Subtotal	2,320.00
•	INITIA	LSTUDY LAB	ORSUBTOTAL	17,875.00
				,
TECHNICAL STUDIES AND REVIEW				
Review of Applicant's Technical Studies	Laura Kaufman	4.0	190	760.00
Arborist Report Review	Erin Roberts	8.0	95	760.00
Water and Sewer Report Review	Mitchel Morrison	4.0	95	380.00
Geological Study Review	Mitchel Morrison	8.0	95 Subtotal	760.00 2,660.00
			SHURUHI	£1000.00
Envicom Technical Studies/Field Work				
Cultural Resources Letter Report	Envicom Corporation/W			1,900.00
Historic Resources Evaluation & One Mtg w/ Cult. Heritage Commission	Historic Preservation Co		ow, K. McGee	7,975.00
Biological Resources Investigation (in Initial Study section)	Envicom Corporation/Ty	ler Barns		4,350.00
Air Quality and Greenhouse Gas Emissions (in Initial Study sections)	Envicom Corporation			2,640.00
Noise Study	Circux & Associates			2.180.00
•			Subtotal	19,045.00
A CAMPANA A CAMPANAMA A CAMPA	TECHNICAL STUDI	ES/FIELD WO	RK SUBTOTAL	21,705.00
MATERIALS/DIRECT COSTS				1 224 24
Mileage, General Mailing, Delivery, Misc. Reproduction, Communications	MATERIALS	THERET CAS	TS SHRTOTAL	1,304,91
Mileage, General Mailing, Delivery, Misc. Reproduction, Communications	MATERIALS	DIRECT COS	TS SUBTOTAL	1,304.91
Mileage, General Mailing, Delivery, Misc. Reproduction, Communications	, MĀTERIALS	_	TS SUBTOTAL	

Notes:

- 1) Assumptions in the Scope Proposal shall apply.
 2) Envicom Corporation 2017 Fee Schedule and the assumptions in the proposal shall apply.
 3) Additional time for tasks, including meetings, can be provided on a time and materials basis with approval by the City (e.g., authorization for additional expenditure, contract amendment, or by shifting budget between line items upon mutual consent). Additional direct costs will also be cleared with the City and billed according to our standard rates.
- 4) Staff assignments are estimated, qualified staff may be substituted where necessary to adjust workloads and meet deadlines. We may shift budget between line items, upon mutual agreement, to avoid the need for contract amendments.

Envicom Project #57-726-001 3/20/2017, Revised 5/23/17

ATTACHMENT 2

Draft Initial Study, 181-187 Monterey Road

City of South Pasadena ENVIRONMENTAL CHECKLIST FORM

1. Project title:

Hillside Development Permit, Design Review, and Tentative Tract Map 73058 Project # 1748-HDP-DRX-TTM

2. Lead agency name/ address:

The City of South Pasadena Planning and Building Department 1414 Mission Street South Pasadena, CA 91030

3. Contact person and phone number:

John Mayer, AICP – Senior Planner City of South Pasadena (626) 403-7228 jmayer@southpasadenaca.gov

4. Project location:

181-187 Monterey Road (APN 5311-015-035, 5311-010-001, and 5311-010-002) City of South Pasadena, County of Los Angeles California, 91030

5. Project sponsor's name and address:

The Code Solution (c/o Louis Kim) 1125 West 6th Street, Suite 205 Los Angeles, CA 90017

6. General plan designation:

Medium Density Residential

7. Zoning:

RM—Residential Medium Density (6.1 – 14 dwelling units are permitted per acre)

8. Description of project:

The project involves demolition of three single family homes (constructed in the 1940's), 18,660 cubic yards of grading, removal of 33 protected trees (27 are coastal live oaks), and the construction of a 15-unit condominium complex and parking garage. The project would also involve the subdivision of three separate parcels into 15 condominiums.

9. Surrounding land uses and setting:

	Land Uses	Significant Features
On-site	Zoned Medium Density Residential	Three single family homes on three separate lots
North	Zoned High Density Residential	Multi-Family Complex
South	Undeveloped Land	Undeveloped hillside open space with an oak woodland community.
East	Zoned Medium Density Residential	Approved 9-unit condominium complex (not yet constructed)
West	Zoned Medium Density Residential	9-unit condominium complex

Environmental Checklist Form: Project # 1748-HDP-DRX-TTM Planning Commission Hearing Date: TBA

10. Other public agencies whose approval is required (e.g. permits, financing approval, or particular agreement):



Figure 1. The subject site is 1.24 acres consisting of three developed parcels in a multi-family residential neighborhood. A portion of a coastal live oak community of trees covers a large portion of the site.



Figure 2. Rendering of the proposed 15-unit project at 181-187 Monterey Road.

Environmental Checklist Form: Project # 1748-HDP-DRX-TTM

Planning Commission Hearing Date: TBA

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

involving at least one impact that is a "Potentially Significant Impact" as indicted by the checklist on the following pages. ☐ Land Use and Planning ☑ Biological Resources □ Public Services * ☐ Population and Housing ☐ Energy/Mineral Resources ☐ Utilities & Service Systems ☐ Geological Problems ☐ Hazards □ Aesthetics □ Water ☑ Noise ☑ Cultural Resources ☐ Mandatory Findings of ☑ Air Quality □ Recreation ☐ Transportation/Circulation Significance ☑ Greenhouse Gas **Emissions**

The environmental factors checked below would be potentially affected by this project,

EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e. g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e. g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as onsite, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect is significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Potentially Significant Unless Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section 17, "Earlier Analysis," may be cross-referenced).
- 5) Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063 (c) (3) (D). Earlier analyses are discussed in Section 17 at the end of the checklist.

Environmental Checklist Form: Project # 1748-HDP-DRX-TTM Planning Commission Hearing Date: TBA								
DETERMINATION	DETERMINATION:							
On the basis of this	s initial evaluation:							
	e project COULD NOT have a signi E DECLARATION will be prepared.		ct on the environment, and					
environmen measures d	though the proposed project could r t, there will not be a significant effect escribed on an attached sheet have NEGATIVE DECLARATION will be	t in this ca been add	use because the mitigation led to the project. A					
	e proposed project MAY have a sigr IRONMENTAL IMPACT REPORT i							
but at least of pursuant to measures b a "potentially ENVIRONM	e proposed project MAY have a signone effect 1) has been adequately a applicable legal standards, and 2) hased on earlier analysis as describe y significant impact" or " potentially signTAL IMPACT REPORT is required to be addressed.	inalyzed in as been a d on attac significant	an earlier document ddressed by mitigation hed sheets, if the effect is unless mitigated". An					
environment potentially s pursuant to	though the proposed project could he to there WILL NOT be a significant e ignificant effect (a) have been analy applicable standards, and (b) have left EIR, including revisions or mitigated project.	effect in thi zed adequ been avoid	s case because all lately in an earlier EIR ded or mitigated pursuant					
Signature:	Jhm Muyer n Mayer, AICP, Senior Planner	Date: For: <u>C</u>	02/27/17 City of South Pasadena					

Environmental Checklist Form: Project # 1748-HDP-DRX-TTM

Planning Commission Hearing Date: TBA

l	sues and Supporting Information ources	Sources	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
1.	LAND USE AND PLANNING. Would the proposal:					
a)	Conflict with general plan designation or zoning?	1,2				х
b)	Conflict with applicable environmental plans or policies adopted by agencies with jurisdiction over the project?	1, 2				x
c)	Be incompatible with the existing land use in the vicinity?	1,2,5				X
d)	Affect agricultural resources or operations (e.g. impact to soils or farmlands, or impacts from incompatible land uses)?	1				×
e)	Disrupt or divide the physical arrangement of an established community (including a low-income or minority community)?	1				×

The General Plan Land Use designation for this project site is Medium Density Residential and the corresponding Zoning District is Residential Medium Density (RM). The medium density residential land use category allows for the development of duplexes, triplexes, four-plexes and other attached dwellings at a density of 6-14 units per acre. The RM Zoning is consistent with that development range, which permits 6.1 – 14 units per acre. The proposal is to build fifteen (15) condominium units on a 1.24 acre lot, which yields 12 units per acre. The total proposed floor area is 24,982 square feet (0.46 Floor Area Ratio), which under the maximum F.A.R (0.50) that is permitted in the RM Zone. As a result, the project will not conflict with general plan designation or zoning

The project is a multi-family development and would not conflict with applicable environmental plans or policies adopted by agencies will jurisdiction over the project. The General Plan anticipates such development on this lot. As such, there will be no significant impact.

The project site is on the south side of Monterey Road (between Kolle Avenue to the west and Pasadena Avenue to the east. Existing land uses in the vicinity include single family homes, apartments, and condominiums. With respect to multi-family development on the south side of Monterey Road, the density (in terms of units per acre) range from 3 units per acre to 31 units per acre. The average density is 13.83 units per acre. Buildings that exceed the 14 units per acre threshold were built before the adoption of the 1998 General Plan. Parcels on the north side of Monterey Road are located in a higher density zoning district and are developed with single family and multi-family uses. As a result, the proposed project will be compatible with the existing land uses in the vicinity.

The project will not affect agricultural resources or operations because it is not located in an agricultural setting. The project is located in an urban neighborhood that is surrounded by residential development.

The project will not disrupt or divide the physical arrangement of an established community. It will be an urban in-fill project on a site that is currently vacant.

2.	POPULATION AND HOUSING. Would the proposal:				
a)	Cumulatively exceed official regional or local population projections?	1			×
b)	Induce substantial growth in an area either directly or indirectly (e.g. through projects in an undeveloped area or major infrastructure?	1			×
c)	Displace existing housing, especially affordable housing?	1			Х

Environmental Checklist Form: Project # 1748-HDP-DRX-TTM Planning Commission Hearing Date: TBA

Issues and Supporting Information Sources	Sources	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
----------------------------------------------	---------	--------------------------------------	--------------------------------------------------------------------	------------------------------------	--------------

The proposed project will not cause substantial impacts to local population projections, induce substantial growth, or displace existing housing.

The project proposes the development of 15 residential units. Therefore, project implementation could induce direct population growth in the area. The multi-family residential development would be located in an in-fill development area that has all utilities and services available. The density of the project is 12 units per acre. According to the California Department of Finance (using 2010 Census), the average household size in the City is 2.4 persons per household. This results in a projected population increase of 31 people. Although the project will induce population growth, the growth is not above General Plan build-out projections because the project does not exceed the General Plan density of 14 dwelling units per acre. Therefore, the population increase is not substantial when compared to the General Plan build-out projections and the availability of infrastructure and the necessary public services to serve the project.

The proposed project is to construct fifteen (15) new units, and is within the permitted density range of the General Plan and the Zoning Code. As such, there will be no significant impact to populations and housing.

3. GEOLOGIC PROBLEMS. Would the proposal result in or expose people to potential impacts involving:

a) Fault rupture?

California faults are classified as active, potentially active or inactive. Faults from past geologic periods of mountain building, but do not display any evidence of recent offset are considered "inactive" or "potentially active." Faults that have historically produced earthquakes or show evidence of movement within the Holocene (past 11,000 years) are considered "active faults." Active faults that are capable of causing large earthquakes may also cause ground rupture. The Alquist-Priolo Act of 1971 was enacted to protect structures from hazards associated with fault ground rupture. No known active faults cross the subject property and the site is not located within an Alquist-Priolo Fault Rupture Hazard Study Zone. The ground rupture hazard at the site is considered nil.

b) Seismic ground shaking?

According to the Geotechnical Investigative Report prepared for the project, Irvine Geotechnical Inc. states that seismic design parameters within the Building Code include amplification of the seismic forces on the structure depending on the soil type, distance to seismic source and intensity of shaking. The purpose of the code seismic design parameters is to prevent collapse of structures and loss of life during strong ground shaking. Cosmetic damage should be expected. The site is located within two kilometers of a known seismic source (Raymond fault).

The principal seismic hazard to the subject property and proposed project is strong ground shaking from earthquakes produced by local faults. Modern, well-constructed buildings are designed to resist ground shaking through the use of shear panels, moment-resisting frames and reinforcement. Additional precautions may be taken to protect personal property and reduce the chance of injury, including strapping water heaters and securing furniture and appliances. It is likely that the subject property will be shaken by future earthquakes produced in southern California.

The Selsmic Hazards Mapping Act requires a site investigation by a certified engineering geologist and/or civil engineer with expertise in geotechnical engineering, for projects sited within a hazard zone. The investigation is to include recommendations for a "minimum level of mitigation" that should reduce the risk of ground failure during an earthquake to a level that does not cause the collapse of buildings for human occupancy. The Seismic Hazards Mapping Act does not require mitigation to a level of no ground failure and/or no structural damage.

Seismic Hazard Zone delineations are based on correlation of a combination of factors, including: surface distribution of soil deposits; physical relief; depth to historic high groundwater; shear strength of the soils; and occurrence of past seismic deformation. The subject property is located within the United States Geologic Survey, Los Angeles Quadrangle. Seismic hazards within the Los Angeles Quadrangle were evaluated by the CGS in their report, "Seismic Hazard Zone Report for the Los Angeles 7.5-minute Quadrangle, Los Angeles County, California, Seismic Hazard Zone Report 029." According to the Seismic Hazard Zones Map, the subject property is not within an area that has been subject to, or may be subject to liquefaction. The site is mapped within an area of earthquake induced ground deformation.

Environmental Checklist Form: Project # 1748-HDP-DRX-TTM Planning Commission Hearing Date: TBA

Issues and Supporting Information Sources	Sources	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Seismic ground failure, including liquefaction?	1, 8				Х
d) Seiche, tsunami, or volcanic hazard?	1				Х
e) Landslides or mudflows?	1,8				х
f) Erosion, changes in topography or unstable soil conditions from excavation, grading or fill?	1,8			X	
f) Subsidence of the land?	8			Х	
h) Expansive soils?	. 8				Х
i) Unique geologic or physical features?	1				х

Environmental Checklist Form: Project # 1748-HDP-DRX-TTM

Planning Commission Hearing Date: TBA

Issues and Supporting Information Sources	Sources	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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Seismic ground failure, including liquefaction

According to the California Seismic Hazard Zone Report 029 map, the subject property is not within an area that has been subject to, or may be subject to liquefaction. The South Pasadena General Plan (Safety Element) indicates that the City is at a low risk of liquefaction.

Seiche, tsunami, or volcanic hazard

Given the location of the proposed project, the possibility of a seiche (seismic wave on the surface of a lake or landlocked bay) or tsunami (seismic sea wave) affecting the project site is low. The City of South Pasadena is not close enough to inland bodies of water or the Pacific Ocean to be inundated by either a seiche or tsunami.

Landslides or mudflows

The Irvine Geotechnical report indicates that the subject property is not within an area that has been subject to, or may be subject to liquefaction.

Erosion, changes in topography or unstable soil conditions from excavation, grading or fill

The proposed project will require 18,660 cubic yards of grading earth movement which will be subject to the City's regulations for the issuance of a grading permit. The Irvine Geotechnical report indicates that the uphill side of the building and development envelope will include significant retaining walls, which will support the toe of the steep ascending slope. Section A was prepared to show the highest and steepest topography on the site combined with the highest retaining walls.

The analysis contained in the Irvine Geotechnical report shows that the subject property and existing slopes will be grossly stable with a factor of safety in excess of 1.5 under static conditions and in excess of 1.1 under seismic conditions. The calculations use the shear tests of samples believed to represent the alluvial terrace and bedrock materials encountered during exploration. The cross section and geologic structure used are the most critical for the slopes analyzed.

Subsidence of the land

Fluctuations in the level of groundwater may occur due to variations in rainfall, temperature, irrigation, and other factors not evident at the time of the measurements reported in the Irvine Geotechnical Report. Fluctuations also may occur across the site. High groundwater levels can be extremely hazardous. Saturation of earth materials can cause subsidence or slippage of the site. If conditions encountered during construction appear to differ from those disclosed in the Irvine Geotechnical Report, the consultant consider the need for modifications. Compliance with the design concepts, specifications or recommendations during construction requires the review of the engineering geologist and geotechnical engineer during the course of construction.

Expansive

Provided that the recommendations contained in the Irvine Geotechnical Report are included in the design and implemented in the field, the proposed improvements will not be subject to geologic and geotechnical hazards associated with settlement, slippage, land sliding, expansive soils, liquefaction or chemical attack. According to the Irvine Geotechnical Report, construction of the project will not have an adverse effect on the existing structures or offsite properties.

Unique geologic or physical features

There are no known geologic or physical features on the subject site.

4.	WATER. Would the proposal result in:				
a)	Changes in absorption rates, drainage patterns, or the rate and amount of surface runoff?	1,5		Х	
b)	Exposure of people or property to water related hazards such as flooding?	1,5			Х

Environmental Checklist Form: Project # 1748-HDP-DRX-TTM

Planning Commission Hearing Date: TBA

	sues and Supporting Information ources	Sources	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
c)	Discharge into surface waters or other alteration of surface water quality (e.g. temperature, dissolved oxygen or turbidity?	1				x
d)	Changes in the amount of surface water in any water body?					Х
e)	Changes in currents, or the course or direction of water movements?	8				х
f)	Change in the quantity of ground waters, either through direct additions or withdrawals, or through interception of an aquifer by cuts or excavations or through substantial loss of groundwater recharge capability?	8				х
g)	Altered direction or rate of flow of groundwater?	8	=			Х
h)	Impacts to groundwater quality?	8				Х
i)	Substantial reduction in the amount of groundwater otherwise available for public water supplies?	8				х
j)	Storm Water system discharges from areas for materials storage, vehicle or equipment fueling, vehicle or equipment maintenance (including washing), waste handling, hazardous materials handling or storage delivery or loading docks, or other outdoor work areas?	1				×
k)	A significantly environmentally harmful increase in the flow rate or volume of storm water runoff?	1				х
I)	A significantly environmentally harmful increase in erosion of the project site or surrounding areas?					х
m)	Storm water discharges that would significantly impair the beneficial uses of receiving waters or areas that provide water quality benefits (e.g. riparian corridors, wetlands, etc.)?	1				X
n)	Harm to the biological integrity of drainage systems and water bodies?					Х

This proposal will not cause a change in surface water or groundwater. Groundwater was not encountered during Irvine's exploration. Seasonal fluctuations in groundwater levels may occur due to variations in climate, irrigation, and other factors not evident at the time of the exploration. Fluctuations in groundwater levels may also occur across the site. It will not change the currents, or the course of direction of water movements in either marine or fresh waters, as the project is not located in marine or fresh water setting. Furthermore, the entire City is located within Zone C, which designates areas of minimal flooding. As a result, there are no floodplain areas within the City that are pertinent to flood hazards. The city's street flood control storm drains are adequate to absorb the insignificant increase in water runoff. As a result, there will be no significant impacts on water.

5.	AIR QUALITY. Would the proposal:			
a)	Violate any air quality standard or contribute to an existing or projected air quality violation?	5	x	

Environmental Checklist Form: Project # 1748-HDP-DRX-TTM Planning Commission Hearing Date: TBA

Issues and Supporting Information Sources	Sources	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Expose sensitive receptors to pollutants	5		х		
c) Alter air movement, moisture, or temperature, or cause any change in climate?	5				x
d) Create objectionable odors?	5				Х

The proposed project pertains to the construction of a 15 unit condominium project including 18,660 cubic yards of grading. Construction of the proposed project would result in pollutant emissions from construction emissions as a result of site grading and construction of the three buildings, and related street improvements. Construction equipment used for the project includes: backhoe/loaders, a badger, an excavator, a crane, concrete mixer trucks, and pickup trucks. Construction activities are a source of fugitive dust (PM10 and PM2.5) emissions that may have a substantial, although temporary, impact on local air quality. In addition, fugitive dust may be a nuisance to those living in the project area. Fugitive dust emissions are associated with land clearing, excavation, cut and fill, and truck travel on unpaved roadways. Fugitive dust emissions vary substantially from day to day, depending on the level of activity, specific operations and weather conditions. Fugitive dust from grading and construction is expected to be short-term and would cease upon project completion.

Further analysis regarding the proposed project's impacts to air quality will be needed.

6. TRANSPORTATION/CIRCULATION. Would the proposal result in:

a)	Increased vehicle trips or traffic congestion?	1,5	х	
b)	Hazards due to safety from design features (e.g. sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?	5		Х
c)	Inadequate emergency accesses or access to nearby uses?	5		Х
d)	Insufficient parking capacity on-site or off-site?	2, 5		Х
e)	Hazards or barriers for pedestrians or bicyclists?	5		Х
f)	Conflicts with adopted policies supporting alternative transportation (e.g. bus turnouts, bicycle racks)?	5		X
g)	Rail, waterborne or air traffic impacts?	5		Х

The proposed project will not create any safety hazards related to design features (e.g. sharp curves or dangerous intersections) or incompatible uses. The proposed project is to build fifteen (15) new units. The project will not interfere with emergency accesses to nearby uses. The project site would have a stairway corridor on each side of the lot for fire department and emergency personnel access to the adjacent uses. There will be sufficient parking on site, below the buildings in a garage. Each unit will have 2 covered spaces and there will also be 8 parking spaces on-site for guests. The project would not conflict with adopted policies supporting alternative transportation, nor would it have impacts on rail, waterborne, or air traffic impacts because the proposed project is for the development of nine new dwelling units.

7. BIOLOGICAL Would the proposal result in:

a)	Endangered, threatened or rare species or their habitats (including but not limited to plants, fish, insects, animals or birds)?	7	. х	
b)	Locally designated species (e.g. heritage trees)?	7	×	

Environmental Checklist Form: Project # 1748-HDP-DRX-TTM

Planning Commission Hearing Date: TBA Potentially **Issues and Supporting Information** Potentially Less Than No Significant Sources Significant Significant Sources Impact Unless Issues Impact Mitigation Incorporated Locally designated natural communities (e.g. oak forest, coastal habitat, etc.)? 1 Х Wetland habitat (e.g. marsh, riparian and vernal pool? Х Wildlife dispersal or migration corridors? The project would involve the removal of 33 protected trees (27 are Coastal Live Oaks). There is a community of coast live oak woodlands on a large portion of the project site upslope and to the south. A biological resource survey and further analysis will be needed to determine whether the proposed project and the removal of the trees will have impacts related to the following: Trees that have a potential to contain special-status species habitat, potential to conflict with the state or federal Endangered Species Acts, result in the total or partial loss of a community of natural vegetation, have the potential to disrupt wildlife movement, wildlife migration, wildlife linkages, or other wildlife conflict with the Tree Protection Ordinance. 8. ENERGY AND MINERAL RESOURCES. Would the proposal: Х a) Conflict with adopted energy conservation plans? 1 $\overline{\mathbf{x}}$ Use non-renewable resources in a wasteful and inefficient manner? Х Result in the loss of availability of a known mineral resource that would be of future value to the region and the residents of the State? The proposal will not increase the demand of the existing energy sources or require new sources of energy or impact natural resources, and the project will not result in the use of water and energy in a wasteful manner. The proposed project is to build a 15-unit condominium complex, which will be subject to current water and energy-conservation regulations. As a result, this proposal will have no significant impact to energy and mineral resources. 9. HAZARDS. Would the proposal involve: a) A risk of accidental explosion or release of hazardous Х 1 substances (including, but not limited to: oil, pesticides, chemicals or radiation)? Х b) Possible interference with an emergency response plan or emergency evacuation plan? The creation of any health hazard or potential health hazard? Х Х Exposure of people to existing sources of potential health hazards? X Increased fire hazard in areas with flammable brush, grass of trees? The proposed project is to build a 15-unit condominium complex and it will not create a significant impact to the environment since there will be no discharge or hazardous substances in the area as a result of this proposal. As a result, there will be no significant impact to hazards.

10. NOISE. Would the proposal result in:

Environmental Checklist Form: Project # 1748-HDP-DRX-TTM

Planning Commission Hearing Date: TBA

Issues and Supporting Information Sources	Sources	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Increase in the existing noise levels?			Х		
b) Exposure of people to severe noise levels?			Х		

Potentially Significant Impact. Existing noise sources in the project area include traffic from surrounding roadways and from existing uses within and surrounding the project site. Existing sensitive receptors adjacent to the project site include residences to the north, east, and west. Sources of noise associated with the proposed project include noise generated during construction activities and noise generated during operation of the project. Construction noise includes: the use of heavy equipment during project grading and construction of framing and roofing Long-term operational noise could result from increased traffic volumes. This issue will require further analysis.

11. PUBLIC SERVICES. Would the proposal have an effect upon, or result in a need for new or altered government services in any of the following areas:

a)	Fire protection?	1		Х	
b)	Police protection?	1		Х	
c)	Schools?	1		Х	
d)	Maintenance of public facilities, including roads?	1		х	
e)	Other governmental services?	1		Х	

The proposal will not have an effect upon or result in a need for new or altered government services in the area including fire protection, police protection, schools, and the maintenance of public facilities including roads. The General Plan anticipates multi-family residential development on this property. As a result, this proposal will have no significant impacts on public services.

12. UTILITIES AND SERVICE SYSTEMS. Would the proposal result in a need for new systems or supplies, or substantial alterations to the following utilities:

L	alterations to the following utilities:			
a)	Power or natural gas?	1		Х
b)	Communications systems?	1		Х
c)	Local or regional water treatment or distribution facilities?	1	,	х
d)	Sewer or septic tanks?	1		х
e)	Storm water drainage?	1		х
f)	Solid waste disposal?	1		x
g)	Local or regional water supplies?	1		 x

The proposal will not result in a need for new system or substantial alterations to power or natural gas, communication system, local or regional water supplies and treatment or distribution facilities, sewer or septic tanks, and solid waste disposal. Southern California Edison (SCE) will provide electricity to the site, and Southern California Gas Company (SCGC) will provide natural gas. The SCE and SCGC have adequate capacity to serve the areas subject to the proposal. Also, the City of South Pasadena, and California Water Service Company (CWSC) provide water to the project site. The CWSC purchases water from the West Basin Water Association, which is a distributor for the Metropolitan Water District of Southern California (MWD). As a result, the proposal will not have any significant adverse impact.

Environmental Checklist Form: Project # 1748-HDP-DRX-TTM Planning Commission Hearing Date: TBA

Issues and Supporting Information Sources	Sources	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
13. AESTHETICS. Would the proposal:					
a) Affect a scenic vista or scenic highway?	1, 2, 5				х
b) Have a demonstrable negative aesthetic effect?	1, 2, 5				х
c) Create light or glare?	1, 2, 5				х

The proposed project will not affect any scenic vista, scenic highway, or create light or glare. However, to ensure that the design will be compatible with the existing context, the project is subject to approval of Design Review and a Hillside Development Permit before the Planning Commission, which must make required findings. The Commission will apply the City's design guidelines when considering the Hillside Development Permit and design review for the project. As a result of this proposal, there will be no significant impacts on aesthetics.

14. CULTURAL RESOURCES. Would the proposal:

a)	Disturb paleontological resources?		Х		
b)	Disturb archaeological resources?			-	х
c)	Affect historical resources?		X		
d)	Have the potential to cause a physical change, which would affect unique ethnic cultural values?				x
e)	Restrict existing religious or sacred uses within the potential impact area?				х

According to files at the City of South Pasadena, no paleontological resources are known to occur on the project site, and the site is not located in a sensitive area for these resources. Any site earth movement will be subject to conditions that require action should cultural resources be uncovered during grading.

The project site is developed with three single family homes as follows: 181 Monterey Road (Built 1946), 185 Monterey Road (Built 1947), 187 Monterey Road (Built 1948). Although the homes are not listed on the Inventory, their age is greater than 50 years old and requires research to determine if they qualify as "historical resources" for the purposes of the California Environmental Quality Act (CEQA). This issue will require further analysis with a Historical Resource Evaluation report for each house.

15. RECREATION. Would the proposal:

Į	a) Increase the demand for neighborhood or regional parks or other recreational facilities?	1		X	
	b) Affect existing recreational opportunities?			Х	

The proposed project will not result in an increase in the demand for recreational facilities since the proposal is to construct nine new dwelling units. The proposed project is within the permitted density range of the General Plan and the Zoning Code in an urban area where the recreational services are currently provided. In addition, the project will provide outdoor amenities, including balconies and patio areas.

It should also be noted that residential development projects in South Pasadena are required to pay a fair share fee for the provision and improvement of recreation facilities, in accordance with Chapter 16A of the City's Municipal Code. With payment of these fees, impacts would be less than significant.

Environmental Checklist Form: Project # 1748-HDP-DRX-TTM

Planning Commission Hearing Date: TBA

Issues and Supporting Information Sources	Sources	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact		
16. GREENHOUSE GAS EMISSIONS. Would the project:							
a) Generate greenhouse gas emissions, either directly or indirectly The proposed project will have some direct impacts (construction vehicles construction), but these impacts will not be significant.	and machine	ry) and indirect (m	anufacture of the bu	uilding materials us	sed in		
 b) Conflict with an applicable plan, policy or regulation adopted for The City does not currently have such a plan, policy or regulation. 	the purpose	of reducing the en	nissions of greenho	use gases?			
The proposed project would result in short-term greenhouse gas (GHG) emissions during construction activities and long-term direct and indirect emissions from occupation of the site. The construction and operation of the proposed project could result in significant impacts from the emission of GHGs. Operational activities would result in direct GHG emissions from traffic increases (mobile sources) and building heating (area sources), as well as indirect emissions, through electricity consumption, water use, and solid waste generation. The SCAQMD is responsible for improving air quality within the South Coast Air Basin, which includes assisting local governments in addressing climate change. The impacts from GHG emissions from construction and operation will be need further analysis.					acts from ing CAQMD		
17. MANDATORY FINDINGS OF SIGNIFICANCE.							
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	1				×		
Further analysis will be needed to determine this.							
b) Does the project have the potential to achieve short-term, to the disadvantage of long-term, environmental goals?	1				Х		
Further analysis will be needed to determine this.							
c) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of the past projects, the effects of other current projects, and the effects of probable future projects)	1		·		. X		
Further analysis will be needed to determine this.			_				
d) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?	1				X		
Further analysis will be needed to determine this.							

17. EARLIER ANALYSES.

Earlier analysis may be used where, pursuant to the tiring, program EIR, or other CEQA process, one or more effects have been adequately analyzed in an earlier EIR or Negative Declaration. Section 15063 (c) (3) (D). In this case a discussion should identify the following items:

Earlier analysis used. Identify earlier analyses and state where they are available for review.

Environmental Checklist Form: Project # 1748-HDP-DRX-TTM Planning Commission Hearing Date: TBA

None

b) Impacts adequately addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

Further analysis will be needed to determine this.

c) Mitigation measures. For effects that are "Less than Significant with Mitigation Incorporated," describe the mitigation measures, which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions of the project.

Further analysis will be needed to determine this.

1	City of South Pasadena, California, South Pasadena General Plan, adopted October 1998.
2	City of South Pasadena Chapter 36 Zoning Code
3	Seismic Hazard Zones, Official Map released: March 25, 1999.
4	South Coast Air Quality Management District. CEQA AIR Quality Handbook. Diamond Bar, California, April 1993
5	Project Plans (prepared by the Code Solution), October 2016
6	Not Used
7	Arborist Report prepared by Arsen Margossian, dated 02/25/16
8	Irvine Geotechnical Inc. Geologic and Soils Engineering Exploration, September 19, 2014

ATTACHMENT 3 Envicom Proposal



March 20, 2017 (Revised June 7, 2017)

City of South Pasadena, Planning & Building Department 1414 Mission Street South Pasadena, California 91030

Attn: Mr. John Mayer, Senior Planner

Subj: 181-187 Monterey Road Condominium Project Initial Study and Technical Studies

Proposal (Envicom Project # 57-726-001; City Project # 1748-HDP-DRX-TTM)

Dear Mr. Mayer:

Thank you for the opportunity to provide the City of South Pasadena (City) with California Environmental Quality Act (CEQA) consulting services. In response to the City's Request for Proposals (RFP), we offer the attached proposal to prepare CEQA documentation for the 181-187 Monterey Road Condominium Project for your consideration. We have included in this iteration, changes requested as a result of City discussions regarding the appropriate CEQA document. While we were previously asked to scope for a Mitigated Negative Declaration (MND), this iteration of our proposal provides an Initial Study as the final document. The City at that point will then discuss the findings of the Initial Study and determine the appropriate CEQA document.

As requested, our proposal below includes, A. Project Understanding, B. Project Personnel and Subconsultants, C. Scope of Services, D. Cost of Services, E. Schedule, F. Conflict of Interest Statement, G. Insurance Statement, and H. Relevant Project Experience and References.

A. PROJECT UNDERSTANDING

The Initial Study would address a proposal by The Code Solution (applicant) to build a 15-unit condominium complex, including a parking garage, on a 1.24-acre site located at 181-187 Monterey Road, southwest of the intersection of Monterey Road and Pasadena Avenue. The subject site is currently comprised of three (3) parcels and three (3) single-family homes that are greater than 50 years in age. Existing and planned land uses adjacent to and in the immediate vicinity of the project include single-family homes, apartments, and condominiums. We understand that project development would require a permit from the City to remove 33 protected trees, including 27 coast live oaks; a Hillside Development Permit for grading of 18,660 cubic yards in hillside terrain; Design Review; and Tentative Tract Map approval. The project would require demolition of the three (3) existing homes. As noted above, an Initial Study is required in order to determine the appropriate CEQA document.

B. PROJECT PERSONNEL AND SUBCONSULTANTS

Ms. Laura Kaufman, AICP, Director of Environmental Services, will serve as project manager for the 181-187 Monterey Road Condominium Project Initial Study. A professional team of environmental analysts, biologists/arborists, and cultural resources specialists will assist with the



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technical studies and Initial Study analysis. Staffing assignments are shown in the Cost Table under Cost of Services. Our subconsultants for this project will be Giroux & Associates for Noise, and the Historic Resources Evaluation for assessing the three (3) existing residential structures on the project site. Envicom Corporation and subconsultant resumes and qualifications are attached.

C. SCOPE OF SERVICES

Task 1: Administrative Draft Initial Study

Envicom Corporation will prepare an Initial Study pursuant to CEQA. To the extent feasible, the Initial Study will utilize the information to be provided by the City, such as available technical studies and project descriptive materials. Our Initial Study and supporting technical study analysis will rely upon additional project information, including information available in the public domain, project design materials such as site plans and renderings, and other application materials provided by the applicant or City. We will expand the evaluation of each issue area in the City's preliminary Initial Study, as required by CEQA and the City, to include impact analyses and where necessary, identify where mitigation measures would be needed to avoid significant impacts. As discussed, we would not provide the actual mitigation measures or a Mitigation Monitoring Program (MMP) at this time. The goal is just to identify whether there would be a need and if it appears that mitigation could be found to avoid those significant impacts.

We will add Tribal Cultural Resources as a separate CEQA Initial Study Checklist topic, as now required by Assembly Bill 52 and recent amendments to the CEQA Guidelines. The project manager will confirm format and structure of the document with the City at the start of our work. Each evaluation will provide supporting documentation and reasoning to justify the CEQA conclusions, including citations to project technical studies and other data sources.

We would assume that the applicant-prepared studies (Arborist Report by Arsen Margossian, February 25, 2016, and Geologic and Soils Engineering Exploration Report by Irvine Geotechnical Inc., September 19, 2014) meet City standards and are adequate to support a CEQA analysis; however, as requested by the City, Envicom Corporation will review these documents (refer to the Technical Studies and Review section below) to confirm CEQA adequacy. Envicom Corporation will review the project materials provided and report on any comments or further data needs related to preparation of the Initial Study.

Envicom Corporation will supply evaluations to address all CEQA resource topics; however, the following are anticipated to be the key issues for the project: 1) Air Quality and Greenhouse Gas Emissions, 2) Noise, 3) Cultural Resources, 4) Historic Resources, and based on City and public concern, 5) Oak Trees and Hillside Land Modification (related to Aesthetics, Biological Resources, and Land Use). These items are discussed in greater detail below (refer to Technical Studies section). Relevant project technical studies will be included as Appendices to the Initial Study.



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Deliverables:

- Comments on Project Materials / Request for Further Data, as needed (memorandum or email format) for City review
- Document Format Confirmation (via telephone or email)
- Administrative Draft Initial Study (electronic format) for City review

Task 2: Screencheck Draft Initial Study

Upon receipt of one (1) consolidated set of City comments on the Administrative Draft Initial Study, Envicom Corporation will prepare the Screencheck Draft Initial Study. Given our past experience with the City and our understanding of City requirements for CEQA documents, are expected to be light.

Deliverables:

• Screencheck Draft initial Study (electronic format) for proofing and minor final comments by the City

Task 3: Meetings/Management

Envicom Corporation's project manager will attend a kick-off meeting (which may occur in person or by phone). The project manager will distribute and oversee all work assignments among the Envicom Corporation team members, including subconsultants. Weekly or daily check-ins with staff will occur, along with periodic check-ins with City staff. Communications will include the typical business formats of telephone, email and in person discussions, and issues of critical importance, such as data needs and other schedule-driving issues will be emphasized as priorities. The project manager will also rely on information from our time accounting and billing program to manage the work program and maintain the budget. Since this program is relatively straightforward and on a relatively short-term schedule (as described further below), we would not anticipate the need for written status reports, though we will provide these via email upon request.

Technical Studies and Review

Review of Applicant's Technical Studies

Envicom Corporation will review the earlier referenced applicant-prepared Arborist Report, Sewer and Water Report, and Geologic and Soils Engineering Exploration Report for applicable CEQA content to respond to the CEQA Checklist and applicable significance thresholds. We assume that the City will review these studies to determine their technical adequacy whether they meet City permitting requirements. Our scope of work and cost estimate assume that these studies will be accurate, comprehensive, and meet City and industry standards. This scope of work assumes one (1) round of review, followed by a follow-up review to assure that Envicom Corporation revisions/comments were adequately addressed.



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Deliverables:

- Comments on the provided Technical Reports (memorandum or email format) for City review
- Confirmation that Envicom Corporation comments were incorporated, or that further concerns remain (memorandum or email format) for City review

Biological Resources Investigation

The biological resources scope of work includes a literature review, field survey, and response to the CEQA/City Environmental Checklist Form. An Envicom Corporation biologist will conduct a literature review, including the existing Special Status Species reports, California Natural Diversity Database (CNDDB), and other published materials regarding biological resources on the site and in the region. Upon completion of the literature review, a field survey will be conducted to compile the biological resources inventory, including vegetation communities, a list of species, and descriptions of plant communities, wildlife habitats, and special status species. The biologist will traverse the study area in sufficient detail to identify the important plant and animal associations present, and species observed (or their sign), will be documented. Field notes, photographs, and global positioning system (GPS) data will be used to prepare an existing conditions vegetation map.

The results of this task will be incorporated into the Initial Study Biological Resources section, including our methodology and findings with respect to biological resources. For efficiency of budget and schedule and given the size of the project study, a stand-alone Biological Resources technical report is not deemed necessary for this scope of work, although some technical data may be appended to the Initial Study, if convenient to do so. The following tasks are included:

- Setting description of the site with maps and photographs.
- Physical Characteristics description of topography and previous site disturbance.
- Vegetation with reference to the plant species inventory, a description of the site's plant communities and their distribution on the site (including a map with major plant communities and other biological resources) and a list of species on-site.
- Wildlife a description of the animal species associated with those habitats, significant wildlife species or communities, and a list of species observed or expected on-site.
- Sensitive Resources lists of special status and sensitive habitats, plants, and animals observed or likely to occur in the study area, based on the results of the CNDDB search and field survey; and a description of any rare, threatened, or endangered species with potential to use the site.
- Impact Analysis based on the site plan and grading plan, our geographic information systems (GIS) specialist will overlay the proposed improvements onto the vegetation maps and quantify the anticipated impacts, and biologists will prepare an impact analysis, including recommendations for mitigation measures for impacts to biological resources.



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Biological Resources Investigation Assumptions

The biological resources scope of work is based on the following assumptions.

- All relevant site plans and biological reports, studies, and exhibits prepared for the
 project shall be made available to the consultant team. If available, electronic files of site
 topography and aerial photographs for the site will also be provided to the consultant
 team.
- CAD data will be provided to Envicom Corporation and will be georeferenced in the NAD 83, State Plane Zone V Coordinate System.
- The applicant will provide the Arborist Report.
- Focused or protocol surveys for special-status species (e.g., rare plants), jurisdictional delineation, conceptual mitigation plan, or tree preservation plan would be provided under separate authorization if deemed necessary.
- The impact analysis will be prepared for one (1) version of the project description. Revisions to the project description may warrant additional costs to prepare the biological resources investigation.
- The scope of work does not include consultation with Resource Agencies.

Cultural Resources

Envicom Corporation will provide a cultural resources letter report to evaluate the potential of ground-disturbing activities at the project site to yield cultural resources, responsive to the CEQA Checklist and state definitions for cultural resource significance.

Although the project site includes three (3) residences, portions of the properties are in a natural state and have been developed (i.e., graded and/or paved). Therefore, a site visit by Envicom Corporation's cultural resources specialist and a cultural resources records search are recommended. Envicom Corporation will contact the South Central Coastal Information Center (SCCIC), located at the campus of California State University Fullerton, and request a records search for previously-identified cultural resources and technical studies that have been completed within the project area. The records search encompasses the proposed project footprint, plus a 0.25-mile buffer study area around the project. By including the additional study area, a regional cultural resource context for the project can be provided.

To inform our cultural resources evaluation, Envicom Corporation will also contact the Native American Heritage Commission (NAHC) and request that they review their Sacred Lands Inventory to determine if tribal cultural resources are located within the project area. Again, a 0.25-mile study area will be included to provide tribal cultural resource context for the project. The NAHC will also provide Envicom Corporation with a list of area-affiliated Tribal Group representatives. Envicom Corporation will prepare and send requests for cultural resource information from the Tribal Groups representatives identified by the NAHC (separate from City consultation under AB 52, though we can coordinate efforts with the City if so desired).



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Envicom Corporation will complete a cultural and built environment resource physical pedestrian survey of the proposed project area. The cultural survey identifies sites that have previously not been identified through past survey efforts, and which would therefore not be found in the record search of the project area. The survey will be conducted in accordance with Secretary of the Interior's Standards and Guidelines for Archaeological and Historic Preservation (48 FR 44716, Sept. 29, 1983). The survey will involve visual examination of the project area only and will not involve subsurface testing. We do not anticipate finding cultural resources within the project area. However, if cultural resources are found, then a site recordation cost (out of scope) will be required for labor and materials to record the site to California Department of Parks and Recreation standards, as required by state law.

Following completion of the records search and fieldwork, the cultural resources letter report will be prepared according to California State Historic Preservation Office (SHPO) guidelines and will describe the literature search findings. This proposal assumes that a negative findings report will be adequate for the proposed project. The cultural resources letter report and historic buildings resources evaluation will be the basis for the Initial Study cultural resources analysis and will be appended to the document.

Cultural Resources Assumptions

- The applicant-provided Geologic and Soils Engineering Exploration Report by Irvine Geotechnical Inc. (or other reports and data provided by the City) will contain sufficient soils data on which to base the paleontological resources assessment.
- The NAHC outreach defined above is specifically to seek cultural resource information; it does not cover project or lead agency obligations under Assembly Bill-52. It is assumed that Senate Bill-18 compliance, also a City function, does not apply, as the project does not require a General Plan Amendment.
- This proposal assumes that the findings will be negative for cultural resources. If cultural resources are located within the project area, or if older cultural resources need to be updated, then a change order to record the cultural resources will be submitted. Discovered or updated cultural resources must be recorded and mapped using California Department of Parks and Recreation forms, for submittal to the lead agency and information centers.
- This proposal does not include tasks related to cultural site subsurface surveys (Phase Ib), site evaluations (Phase II), site data recovery (Phase III), or evaluation or data recovery plans, communications, or meetings related to such tasks.
- This proposal does not include costs for the formal evaluation of archaeological sites for eligibility and listing on a local, state or regional list or register of significant sites and places. If any of those services are required, a separate scope of work and cost will be submitted upon request based on the necessary level of effort.
- This proposal does not include meetings with the lead agency, Permitting Agencies, SHPO, or Native American Tribal Group representatives. If agency or Native American consultation is required, a separate scope of work and cost will be provided based on the necessary level of effort.



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- Envicom will endeavor to perform the services and accomplish the objectives within the
 costs and schedule; however, the cost and schedule are based on our best judgment of the
 requirements known at the time of the proposal and can be influenced favorably or
 adversely by agency coordination needs and other circumstances. Envicom Corporation
 has assumed the cost for an expedited response for the records search from the SCCIC to
 accommodate the project schedule, but the SCCIC and NAHC schedule for responses are
 not in our control.
- The City or applicant will provide Envicom Corporation with copies of all known documentation relating to the physical and/or other conditions concerning the project site at the same time as authorization to proceed. It is assumed that Envicom Corporation can use and rely on the data and information contained in those documents. Envicom will not perform a technical review of such documents and will not be responsible for their content or accuracy.

Historic Resources Evaluation

As three (3) houses on parcels within the project site are older than 50 years of age, the City of South Pasadena requires evaluation of eligibility for listing the National Register of Historic Places (National Register), California Register of Historical Resources (California Register) and under the City of South Pasadena's local ordinance. To prepare the historic resource evaluation report, Historic Preservation Consulting (HPC), as consultants to Envicom Corporation, will conduct a field survey. HPC will photograph the exterior and interior of each building, as well as the setting. They will also gather information on the properties, consulting primary and secondary resources, including historic photographs, maps, drawings, newspapers, building permits, and other documentation. From this information the determination of the properties' potential eligibility for listing in the National Register, the California Register, or as a local landmark will be made. The report will be prepared in draft form for City review. One (1) consolidated set of City comments is assumed, from which a final report will be prepared. For the purposes of this proposal, we assume City comments will be minor. HPC's scope includes one (1) meeting with the City's Cultural Heritage Commission. The historic resources evaluation and cultural resources letter report will be the basis for the Initial Study cultural resources analysis and will be appended to the Initial Study.

Historic Resources Assumptions

- The following materials are requested for the study:
 - o Copies of all building permits (both original and alterations)
 - o Chain of title (history of ownership)
 - Any planning or related departmental files on the property
 - Phase 1 Environmental Site Assessment, if available
- One (1) round of minor City/team comments is assumed.
- Findings of significance resources are not assumed for this proposal. If significance is
 found, additional scope of work may be required and would be assessed at that time.



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Air Quality and Greenhouse Gas Emissions Analysis

Envicom Corporation will provide air quality and greenhouse gas emissions analyses in response to the CEQA/City Environmental Checklist Form. The technical analysis will be included in the Air Quality and Greenhouse Gas Emissions sections of the Initial Study. Technical materials may be appended to the Initial Study. The analyses will quantify project impacts for the construction and operational phases of the project. The analyses will follow the latest protocols established by the South Coast Air Quality Management District (SCAQMD) including pollutant emission estimations using the CalEEMod model. The impact analyses evaluate the appropriate CEQA Checklist questions and applicable SCAQMD thresholds, and will include mitigation measures, where necessary.

Air Quality and Greenhouse Gas Emissions Analysis Assumptions

- The applicant or City will provide information on the project's sustainability features for the greenhouse gas emissions analysis.
- The Air Quality and Greenhouse Gas Analysis will be prepared for one (1) version of the project description. Revisions to the project description or sustainability components may warrant additional costs.
- Envicom Corporation will rely on construction vehicle/equipment and duration of construction phase estimates provided by CalEEMod, unless project specific estimates for these items are provided by the applicant or project engineer. The operational emissions will be based on trip estimates provided by CalEEMod.

Noise Study

Working with Giroux and Associates, Envicom will provide an analysis of short-term construction noise as well as long-term operation noise impacts related to the proposed project. Noise levels with potential to impact the project site would come primarily from construction. Operational noise would occur primarily from vehicular traffic from the proposed 15-unit project traveling the adjacent and nearby streets. The need for project features and/or mitigation measures will be noted, where significant impacts are anticipated.

The noise study scope of work is as follows:

- Provide a quantified description of the existing noise conditions by establishing an
 existing baseline noise (CNEL noise metric) exposure profile using the Federal Highway
 Administration (FHWA) Model with the latest California vehicle noise curves
 (CALVENO) for freeway and arterial noise and the noise attenuation provided by
 intervening uses. Discuss existing groundborne vibration conditions.
- Identify the regulatory framework for noise and groundborne vibration, including
 applicable federal, state, and/or local regulations and/or standards and provide definitions
 of noise-specific terminology to inform the general public and make the subsequent
 discussion understandable to the layperson.



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- Describe the criteria used to determine project noise and groundborne vibration impacts
 for construction and operations from the State CEQA/City Environmental Checklist
 Form, direction provided in CEQA and applicable CEQA case law, and City-established
 thresholds.
- Evaluate the project's potential noise and groundborne vibration impacts from construction and operation, where applicable, on sensitive receptors, based upon the significance criteria / thresholds.
- Evaluate the project's contribution to cumulative noise impacts within the City, with emphasis on potentially traffic-impacted street segments identified by the City. Discuss cumulative groundborne vibration impacts, if any are anticipated.
- Establish a quantitative significance threshold for exposure to groundborne vibration
 levels and on-site groundborne vibration levels associated with site grading that may be
 experienced at sensitive receptor locations adjacent to the project site in the course of
 construction. Vibration attenuation and construction-related setback features for the
 proposed project will be assessed and any additional measures to reduce vibration levels
 experienced by nearby sensitive receptors will be recommended, where needed.
- Identify noise and groundborne vibration attenuation by project structures or site
 characteristics, and identify if there is a potential need for project features or mitigation
 measures, considering project impacts measured against stated significance criteria and
 thresholds.
- Provide a residual impact statement.

The stand-alone noise study will be the basis for the Initial Study noise analysis and will be appended to the document.

Noise Study Assumptions

- Trips estimates will be based on CalEEMod information and the City will provide current traffic volume data and information regarding traffic-impacted street segments.
- A Noise Study will be prepared for one version of the project description. Revisions to the project description may warrant additional costs.

D. COST OF SERVICES

Envicom Corporation's costs and relevant assumptions are provided in the attached Cost Table. Direct costs to be incurred include, but would not be limited to, materials and supplies, equipment usage, mileage, copying, delivery, mailing, and communications charges. Our billing rates are indicated on Envicom Corporation's 2017 Professional Fee Schedule (attached). Costs are invoiced monthly on a time and materials basis, not to exceed the total amount without prior authorization. Envicom Corporation's scope and cost proposal assumes:

• Envicom Corporation will provide an Initial Study and supporting technical analysis as indicated in our scope (Administrative Draft and a Screencheck for a total of two iterations). Following this, we would work with the City to determine an approach for the next steps, which may include project changes to avoid impacts and/or continuation with a (Mitigated) Negative Declaration or an Environmental Impact Report (EIR).



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- All relevant reports, studies, surveys, and exhibits prepared for the project shall be made available, including electronic files of site topography.
- The technical studies that are provided to us are to be adequate to support the CEQA analysis, requiring minimal comments by Envicom Corporation.
- Although not anticipated at this point, if warranted, additional technical studies would be provided under separate authorization.
- The project description and the scope work outlined herein will remain unchanged, and the project description will not substantively change after project initiation.
- The assumptions herein apply to the project timeline and depend upon timely provision of information and review comments.
- Envicom Corporation assumes that, by receipt of notice to proceed, full access to the property will be provided for field work, including keys to locked gates, if applicable.
- A traffic study will be provided to Envicom Corporation. Or, if not, to evaluate Transportation/Circulation, Envicom Corporation will rely upon the CalEEMod software used for the air quality analysis to estimate construction vehicle trips and operational trips generated by the project. We assume that the City will provide existing traffic volumes (or assumptions) for project area roadways.
- A Phase I Environmental Site Assessment is not included in this scope of work, but is recommended as a request to the applicant. If not available, Environmental Protection rely upon publicly available information from the California Environmental Protection Agency, Department of Toxic Substances Control (EnviroStor database), and State Water Resources Control Board (GeoTracker, waste management unit, and abatement order databases) for the evaluation of Hazards and Hazardous Materials.
- Our proposal assumes the analysis of issues beyond the key issues noted above will not require extensive analysis. The evaluation of public services and facilities will rely upon information / sources provided by the assigned City planner or a study from the applicant regarding the capacity and adequacy to serve the 15-unit project.
- Information to support the Initial Study Hydrology and Water Quality analysis (i.e., hydrology, water quality, flooding, and drainage issues) will be available in the Soils Engineering Exploration Report by Irvine Geotechnical Inc. from the applicant or in other studies / plans provided by the applicant (e.g., hydrology and drainage plan) to be provided. The hydrology and drainage plans would be reviewed and approved by the City and assumed to be adequate for CEQA purposes.
- Budgets may be shifted between line items, upon mutual agreement, to avoid the need for
 contract amendments. Budget amendments will be avoided to the extent possible, and
 budget would not be added without clear reasoning and mutual agreement. Additional
 tasks may be provided on a time and materials basis. Additional direct costs, such as
 additional document copies, may be provided upon request. See Envicom Corporation's
 2017 Professional Fee Schedule.



March 20, 2017 (Revised June 7, 2017)
Letter to Mr. John Mayer, Senior Planner
181-187 Monterey Road Condominium Project Initial Study Proposal
(Envicom Project # 57-726-001; City Project # 1748-HDP-DRX-TTM)
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E. SCHEDULE

The Initial Study will be completed according to the timeline chart in Table 1 below.

<u>Table 1</u>

Proposed Schedule - Monterey Road Condominium Project Initial Study

Tasks	Duration/Time Constraint	Dates
Administrative Draft Initial Study		Contract Authorization 6/7/17
Kick-off Meeting / Receive Applicant's Studies and Project Descriptive Materials (Application, Plans, etc.)	Following Contract Authorization	6/8/17
Envicom Field Work/ Tech Studies Preparation (Biological Resources, Cultural Resources, Historic Resources, and Noise)	Initiate Following Contract Authorization, Complete within 5 Wks	6/8/17 – 6/13/17
Envicom Comments on Applicant's Studies	Approx. 1.5 Wks After Receipt	6/21/17
Applicant Provides Revised Studies, if Necessary	Approx. 1 Wk from Receipt of Envicom Comments	6/28/17
Envicom Submits Draft Initial Study and Envicom Technical Studies to the City	Approx. 2 Wks from Completion of Envicom Technical Studies/Field Work (Assumes Applicant's Revised Technical Studies Received on Schedule)	6/27/17
City Review	Approx. 6 Business Days (includes time off for Independence Day Weekend)	7/11/17
Screencheck Draft Initial Study		
Envicom Revisions	Approximately 2 Wks	7/25/17
Discussions with City Staff on Recommended Next Steps / Type of CEQA Document	3 Business Days to allow for City Review of Screencheck	7/28/17

Notes: Based on an assumed contract initiation date. Schedule dates will be revised based on the actual contract authorization date, and individual tasks durations may vary based on weekends and holidays. Note that the Independence Day Holiday, Tuesday 7/4/17, falls within the schedule timeframe.

Envicom Corporation will work with the City to adhere to this or an updated agreed upon schedule that meets the City's needs. As stated in the table notes, the schedule is based on an assumed start date, which will be updated upon contract authorization date. Any changes in the project design, or delays in applicant-provided information, for example, could change the schedule.

F. CONFLICT OF INTEREST STATEMENT

Neither Envicom Corporation nor our subconsultants, Giroux & Associates and Historic Preservation Consultants, are currently involved with any work contracts with adjacent communities or with private developers doing work in the City of South Pasadena. We are not aware of any conflicts of interest related to this project.



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G. INSURANCE STATEMENT

Envicom Corporation carries the levels of Workman's Compensation, Commercial General Liability, and Professional Liability insurance defined in the RFP and will provide the necessary paperwork upon authorization.

H. RELEVANT PROJECT EXPERIENCE AND REFERENCES

Envicom Corporation is a full service environmental firm with long-standing expertise in environmental documentation and successful project compliance. We carry most environmental capabilities in-house, and rely on trusted firms to team with us on other select issues and permits. Envicom Corporation prepares environmental documentation in compliance with CEQA and the National Environmental Policy Act (NEPA). We assist our clients through the environmental review process with a practical, solutions-oriented approach. We develop individual strategies for projects based on the needs of the client, the proposed use and the regulatory environment. Technical accuracy, clarity, objectivity, and legal defensibility are the cornerstones of our documents.

Envicom Corporation has recent City of South Pasadena experience. We prepared 1200 Fair Oaks Hydrogen Fuel Station Project MND, as consultant to the City of South Pasadena, with Ms. Kaufman serving as Project Manager, reporting to John Mayer, Senior Planner with the City. City staff found the MND complete, and the City adopted the MND and approved the project. In addition, we regularly provide CEQA consulting services to other municipal agencies. Two such examples and the corresponding references are provided below. These references can attest to the quality of our work, project management capabilities, timeliness and adherence to budgets.

Oakwood Middle and High School MCUP Project MND

Project Manager: Laura Kaufman, AICP

Lead Agency Contact: Courtney Schoenwald, Los Angeles Department of City Planning, Valley Project Planning, (818) 374-9904 (Courtney.Schoenwald@lacity.org)

Client Contact: Kimberlina Whettam, Kimberlina Whettam & Associates, Entitlements Project Manager, (818) 427-2154 (kimberlina@kwhettam.com)

Description and Services Provided: Envicom Corporation prepared the MND, MMP, and response to comments and provided public hearing support. The project was a phased expansion of the Oakwood School's Middle and High School Campus, located at 11600 Magnolia Boulevard in the Valley Village Community of the City of Los Angeles. The project would provide facility upgrades including some building demolition and replacement on a 5.39-acre site in North Hollywood. The project addressed a critical pedestrian safety issue for the school, including a bridge to provide safe passage of students between school facilities on the north and south sides of Magnolia Boulevard. All environmental issues listed in the City's Initial Study Checklist were evaluated. Several issues were key for the project, including aesthetics and visual character, air quality from construction and adjacent freeway emissions, cultural resources effects of replacing a structure that previously housed a church as well as excavations for a new underground parking garage, hazards that could affect school students, and noise and



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traffic effects that could affect adjacent residents, especially during student drop-off and pick-up hours. Envicom prepared an MND and MMP for the proposed project including technical studies for noise, air quality, greenhouse gas emissions, assisted with public notices, and attended public hearings.

Agoura Landmark Light Industrial Project

Project Director: Laura Kaufman, AICP

Lead Agency Contact: Allison Cook, AICP, Assistant Planning Director, City of Agoura Hills Planning Department, (818) 597-7310 (ACook@ci.agoura-hills.ca.us)

Description and Services Provided: Envicom Corporation provided an MND, MMP and public hearing support. The proposed project was a light industrial development of 69,867 gross square feet of condominium light industrial space and related parking on a 5.17-acre site located at 29621 Agoura Road, immediately south of the U.S. 101 (Ventura) freeway. The project required an oak tree permit for the removal of seven (7) oak trees and encroachment into the root protection zone of 16 trees. Key issues were consistency with land use policy (zoning and General Plan), oak tree removals, potential construction noise impacts to an adjacent animal care facility, and California Department of Fish and Wildlife (CDFW) jurisdictional impacts.

Additional references and project experience examples can be provided upon request. An overview of our environmental analysis capabilities is provided on our website, in particular: http://envicomcorporation.com/environmental.htm and descriptions of representative projects are provided in the two (2) links at the bottom of that page.

We look forward to this opportunity to assist the City of South Pasadena again. Please let us know if you have any questions or require further information or clarifications.

Sincerely,

Laura Kaufman, AICP

Director of Environmental Services

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Attachments:

- Cost Table
- Envicom Corporation's 2017 Professional Fee Schedule
- Resumes



COST TABLE - 181-187 Monterey Road Condominium Project Initial Study

Task	Staff/Subconsultants	Hours	Rate	Cost
LABOR COSTS				
Task 1: Administrative Draft Initial Study				
Project Description	Laura Kaufman	6.0	190	1,140.00
Aesthetics/Visual Resources	Charles Cohn	4.0	110	440.00
Agricultural and Forest Resources Air Quality and Greenhouse Gas Emissions	Mitchel Morrison	1.0	95	95.00
Biological Resources	See Envicom Technical S See Envicom Technical S			
Cultural Resources and Tribal Cultural Resources	Wayne Bischoff	4.0	135	540.00
Cultural resources and 27 tout Cultural resources	Mitchel Morrison	8.0	95	760.00
Geology and Soils	Mitchel Morrison	6.0	95	570.00
Hazards/Hazardous Materials	Charles Cohn	4.0	110	440.00
Hydrology/Water Quality	Charles Cohn	6.0	110	660.00
Land Use and Planning	Mitchel Morrison	6.0	95	570.00
Mineral Resources	Mitchel Morrison	1.0	95	95.00
Noise	Mitchel Morrison	6.0	95	570.00
Population and Housing	Amanda Miner	2.0	85	170.00
Public Services	Amanda Miner	6.0	85	510.00
Recreation	Amanda Miner	2.0	85	170.00
Transportation/Circulation	Charles Cohn	4.0	110	440.00
Utilities	Mitchel Morrison	6.0	95	570.00
Mandatory Findings Word Processing	Laura Kaufman	0.5	190	95.00
Graphics	Renec Mauro	8.0	70 05	560.00
Direction, Review/Edit, OA/OC	Chris Boyte Laura Kaufman	0.8 0. 0 1	95 190	760.00
Direction, Reviewant, Qrage	Laura Naurman	10.0	Subtotal	3,040.00 12,195.00
			Shoioiai	12,193.00
Task 2: Screencheck Draft Initial Study				
Revisions due to City Comments	Laura Kaufman	6.0	190	1,140.00
	Charles Cohn	6.0	110	660.00
	Mitchel Morrison	10.0	95	950.00
	Rence Mauro	6.0	70	420.00
	Chris Boyte	2.0	95	190.00
			Subtotal	3,360.00
Task 3: Meetings/Management				
Project Management/Administration	Laura Kaufman	5.0	190	950.00
Kick-off Meeting/Other Project Conference Meetings	Laura Kaufman	5.0	190	950.00
Clerical (Mailing, Filing, Reproduction)	Rence Mauro	4.0	70 70	280.00
	Roberta Ryniewicz	2.0	70 Subtotal	140.00
			อนขาขาลเ	2,320.00
•	INITIAI	STUDY LABO	R SUBTOTAL	17,875.00
				,
TECHNICAL STUDIES AND REVIEW				
Review of Applicant's Technical Studies	Laura Kaufman	4.0	190.	760.00
Arborist Report Review	Erin Roberts	8.0	95	760.00
Water and Sewer Report Review	Mitchel Morrison	4.0	95	380.00
Geological Study Review	Mitchel Morrison	8.0	95	760.00
			Subtotal	2,660.00
Position W. A. de J. Co. 4th (1994) 1 331 - 3				
Envicom Technical Studies/Field Work Cultural Resources Letter Report	Punisam Camanata mr	uma Diseber		1.000.00
	Envicom Corporation/Wo		V 16-C	1,900.00
Historic Resources Evaluation & One Mtg w/ Cult. Heritage Commission Biological Resources Investigation (in Initial Study section)	Historic Preservation Co Envicom Corporation/Tyl		W. N. MCCHE	7,975.00 4.350.00
Air Quality and Greenhouse Gas Emissions (in Initial Study sections)		er Durns		4,350.00
Noise Study	Envicom Corporation Giroux & Associates			2,640.00 2,180.00
Home drady	OTTOIL & ASSOCIATES		Subtotal	19,045.00
	TECHNICAL STUDIE	S/FIELD WOR		21,705.00
MATERIALS/DIRECT COSTS				21,,03.00
Mileage, General Mailing, Delivery, Misc. Reproduction, Communications				1,304.91
الاستانية المستون الم		DIRECT COST	IS SUBTOTAL	1,304.91
			<u> </u>	_,
		INITIAL S	TUDY TOTAL	40,884.91

- Assumptions in the Scope Proposal shall apply.
 Envicom Corporation 2017 Fee Schedule and the assumptions in the proposal shall apply.
- 3) Additional time for tasks, including meetings, can be provided on a time and materials basis with approval by the City (e.g., authorization for additional expenditure, contract amendment, or by shifting budget between line items upon mutual consent). Additional direct costs will also be cleared with the City and billed according to our standard rates.
- 4) Staff assignments are estimated; qualified staff may be substituted where necessary to adjust workloads and meet deadlines. We may shift budget between line items, upon mutual agreement, to avoid the need for contract amendments.



Envicom Project #57-726-001 3/20/2017, Revised 5/23/17, Finalized 6/7/17



PROFESSIONAL FEE SCHEDULE January 1, 2017

Envicom Professional Fee Schedule applies to the following services:

- Environmental Studies (CEQA/NEPA)
- Environmental Constraints Analyses
- · Site Planning/Design
- Development Entitlements
- Biological Resource Studies

- ACOE/CDFW Jurisdictional Studies
- Trustee Agency Permit Procurement
- Habitat Restoration Plans
- Litigation Support
- Environmental Compliance

PERSONNEL

Principal	\$200.00
Director	\$135.00-190.00
Senior Associate	\$160.00
Senior Project Manager	\$130.00-\$140.00
Senior Biologist	\$115.00
Project Manager	\$100.00-\$110.00
Environmental Analyst/Staff Biologist	\$85.00-\$110.00
GIS/Mapping	\$95.00
Project Assistant/Production Specialist	\$65.00-\$85.00
Intern	\$50.00

Expert Witness testimony: One and one half times above listed rates (including depositions).

PROJECT-RELATED EXPENSES

A communication fee of three percent (3%) of total labor billings will be charged for in-house costs for phone, fax, e-mail, postage, personal computer use, interim working copy reproductions and records maintenance/retention. Travel expenses (hotels, meals, rental vehicles, etc.) are charged at cost plus ten percent (10%). Per Diem charge for subsistence may be negotiated in lieu of actual direct expenses for hotels/meals. Printing/Reproduction rates for black and white copies will be charged at \$0.15 per page and in-house color copies at \$2.40 per 8-1/2x11 and \$2.85 per 11x17 copy. Oversized copies and plots will be as quoted. Personal vehicle use will be at \$0.54 per mile. Out of pocket direct expenses identifiable to an assignment will be charged at cost plus ten percent (10%). Subcontractors and sub-consultants services billed at cost plus 10 percent (10%).

EQUIPMENT RATES

Envicom Corporation charges for consumable field materials and specialized equipment.

General Field Consumables (Stakes, Flagging, Plant and Tree Tags)	\$20.00/day
Field Animal Traps	\$35.00/day
Trimble GeoXT GPS	\$65.00/day
4 x 4 Trucks	\$25.00/hour

PAYMENT

Envicom Corporation invoices are submitted monthly and payment is due on or before the twenty-fifth (25th) day following the date of the invoice. Delays in timely payment of invoices may result in delay of work products.



RESUMES



Laura R. Kaufman, AICP

Director of Environmental Services

Ms. Kaufman has over 25 years of experience in the fields of urban planning and environmental compliance, specializing in the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). She provides project and staff management, designing and implementing compliance programs that are proficient in achieving project objectives in a thorough, legally compliant manner that is time and budget efficient. Through her experience and proven track record on hundreds of task orders and assignments, Ms. Kaufman has gained the knowledge to provide strategic and effective solutions to resolve complex project issues. Her work products have satisfied the standards of city, regional, state, and federal agencies, and been upheld under review by public- and private sector legal counsel.

Her project portfolio spans multiple business sectors, including local and regional government, energy, hospitals, educational institutions, parks, residential and mixed-use development, and other community development projects in locations throughout southern California. Ms. Kaufman provided CEQA services to the City of South Pasadena in 2015, preparing the 1200 Fair Oaks Avenue Hydrogen Fuel Station Project Mitigated Negative Declaration (MND). She has provided CEQA services, managing and overseeing numerous residential and mixed-use projects with residential components.

Ms. Kaufman is a member of the American Planning Association, and has maintained American Institute of Certified Planner (AICP) accreditation since 1993. She has prepared public agency CEQA instructional materials, including the City of Los Angeles Draft CEQA Thresholds Guide and an instructional CEQA presentation for the Los Angeles County Transportation Authority (Metro). She is a member of the Association of Environmental Professionals (AEP) and served on various AEP boards and committees from 2005 – 2015. Ms. Kaufman was AEP's LA County Chapter Director for three years (2012 through 2014), juror for the CEQA document awards, and a Session Chair at AEP Institute's The Future of CEQA symposium in 2015. She holds a B.S. in Urban Planning/Social Sciences from Michigan State University.

Representative Project Experience

1200 Fair Oaks Hydrogen Fuel Station MND, City of South Pasadena. Served as project manager for the project MND addressing the installation of a hydrogen fuel pump and associated hydrogen fuel equipment at an existing Arco Station at 1200 Fair Oaks, in the City of South Pasadena. The project was part of the California Energy Commission's program to encourage and partially fund hydrogen fuel infrastructure construction throughout the state. Issues of environmental and public importance included the safety of the facility, potential traffic flow and on-site congestion, noise from traffic and from operation of the hydrogen fuel compressor and other equipment, overall maintenance and oversight of the facility itself, and the maintenance and oversight overall service station, including aesthetic concerns from the public. The MND was adopted and the project approved, including design features added during the public hearing process to further reduce project impacts. The station was proposed under the state's California Fuel Cell Partnership, a collaborative of auto manufacturers, energy companies, fuel cell technology companies and government agencies.

Village at Los Carneros Residential Project I and II, City of Goleta. Project director for the early phase of the first EIR, and latter stages of the second EIR. The project site is located immediately south of the Union Pacific Railroad (UPRR) and the US 101 Freeway, west of Los Carneros Road. The project allowed 465 multi-family residences and amenities on a 43-acre site and included a zone change, minor CUP, lot line adjustment, updated Development Agreement, and repeal of the Raytheon Specific Plan. Development



included a park, bicycle path and recreation center, as well as archaeological preservation and biological resource areas [Environmentally Sensitive Habitat Areas (ESHA, ESHA/SPA upland buffer areas, and watercourse areas]. The EIR addressed a full range of issues, including the key issues of aesthetics, air quality (including a TAC health risk assessment), biological and cultural resources, water quality, land use and planning, noise, traffic and parking.

Palazzo Westwood Mixed Use Project EIR, Los Angeles (Westwood), CA. Project Manager for the Palazzo Westwood Project EIR, addressing a mixed-use development with approximately 350 residential apartments (415, sf) and 115,000 sf of commercial retail uses, including a grocery store, underlain with a subterranean parking garage on an urban site located southwesterly of the intersection of Weyburn and Tiverton Avenues, on the east and west sides of Glendon Avenue. The project site previously included a parking lot, vacant parcels (site of a demolished commercial retail building with parking on the west side of Glendon Avenue), a motion picture theater, and a vacant 42-unit apartment building (Glendon Manor), which was determined eligible for listing in the California Register. Key issues were aesthetics, construction air quality, cultural (historic) resources, geology, land use and traffic.

Agua Dulce Residential Tract Map Revision, Supplemental EIR, Unincorporated Los Angeles County. Project Manager for a Supplemental EIR evaluating impacts of an approximately 250 residential lot Tract Map revision (roughly 745 acres and 250 units of the approximately 900-acre, 320-unit Tract) proposed by B & C Land and Water, LLC in a rural community in the foothills below the Los Padres National Forest. The project included a wastewater reclamation plant serving 400 residential units (including off-site units) and completion of a portion of the regional trail system. Other issues of note were aesthetics, air quality, noise, and land use.

Malibu Bay Company Development Agreement (Project/Program) EIR, City of Malibu. Project Manger for this combined Project / Program EIR. The project included development of twelve sites totaling 110 acres in three separate geographic areas along the Malibu coast, proposing residential, commercial (retail, hotel and cinema) and recreational uses. Project issues included surface and groundwater quality (particularly in the Civic Center area, immediately upstream from Malibu Lagoon and the Pacific Ocean), aesthetics, cultural resources, hazardous materials, utilities and traffic. The process involved extensive City, third party, attorney and public review, including NOP scoping meetings, public workshops, and public hearings. While the EIR was certified and the project approved by the City Council, this controversial project did not pass the required ballet box voting process for large projects in the City.

Paradise Valley Specific Plan EIR, Riverside County. Project manager for the Program EIR addressing a Specific Plan new town proposed for the Shavers Valley, a portion of Eastern Coachella Valley, adjacent to the I-10 freeway ten miles east of Coachella. The Specific Plan would guide development of approximately 8,500 residential units, 1.38 million of commercial development and associated public facilities and infrastructure, including parks, trails, schools, and fire and sheriff facilities on a 2,000-acre development footprint within a 5,000-acre property ownership. The subject property will require the dedication of thousands of acres of land in open space conservation in compliance with Coachella Valley MSHCP. Self-sustaining features of the new town include a mix of land-uses to reduce external commuting, use of solar energy, and provision of electric car chargers in residential garages and at specified commercial locations. Key issues for the project are biological resources, traffic, noise, views from the freeway and nearby parks and other public places, air quality and greenhouse gas emissions. A Climate Action Plan (CAP) has been prepared for the project, tiering off Riverside County's CAP.





Wayne Bischoff, Ph.D.

Envicom Director of Cultural Resources

Dr. Bischoff has over 20 years' experience managing cultural resource projects and ensuring compliance with Section 106 of the National Historic Preservation Act (NHPA), the California Environmental Quality Act (CEQA), the National Environmental Protection Act (NEPA), and state, county, city, and local government cultural laws, guidelines, and procedures. He has managed cultural, paleontological, and built environment projects throughout Southern California, including the Counties of Los Angeles, Kern, Ventura, Imperial, San Diego, Orange, Santa Barbara, Riverside, and San Bernardino. Dr. Bischoff has been the principal or project manager for hundreds of cultural resource projects in California, including literature searches, surveys, evaluations, and data recoveries, built environment and historic architectural inventories, HABS projects, paleontological surveys, and historic structure evaluations.

Dr. Bischoff's project experience includes extensive experience with transmission lines, renewable energy projects, and public works projects, including storm and sewer projects, recharge basins, wetlands restoration, highways and bridges, dams and levees, park and trail development, and educational facilities. He also has broad experience with residential and commercial developments projects, Department of Defense projects (Army, Navy, Marines, and National Guard), telecommunication lines, and projects with Army Corps of Engineers (ACOE) and California Coastal Commission (CCC) oversight.

Dr. Bischoff has extensive experience with state and federal agencies, including the State Historic Preservation Office, the Bureau of Land Management (BLM), the GSA, the USDA, Fish and Wildlife, the California Public Utilities Commission (CPUC), the National Park Service (NPS), the U.S. Forest Service (USFS), Federal Highway Administration (FHA), and CALTRANS. He has also written sections of CEQA and NEPA documents, MNDs, and Memorandums of Agreements/Understanding (MOA/MOU), and is a Native American AB-52/SB-18 consultation expert. Dr. Bischoff has worked with all the Tribal Groups Southern California, and has provided Native American consultation for the City of Los Angeles, numerous project clients, and many cities and municipalities throughout Southern California.

Development Projects:

- Pepperdine University Archaeological Collections Inventory, Los Angeles, CA. Project Manager for assessing and inventorying the Pepperdine University Archaeological Collection for final storage (Spring 2016)
- Conrad N. Hilton Foundation Trails Project Cultural Assessment, Agoura Hills, Los Angeles
 County, CA. Project Manager for the assessment of new pedestrian access trails linking off-site office
 space with the Foundation campus buildings. (Spring 2016)
- Pepperdine University Campus Life Project: Cultural Resource Monitoring, Los Angeles, CA.
 Principal and Project Manager for cultural resource monitoring of Phase I of the Pepperdine Campus Life housing, facilities, and trail development project. (Spring 2016)



- Deer Lake Residential Development Cultural Monitoring, Simi Valley, Los Angeles, CA.
 Principal and Project Manager for the cultural monitoring of eight cultural resources within the project development boundary. Included the writing of a Construction Phase Management and Monitoring Plan. (Spring 2016)
- Pepperdine University Campus Life Project: Updated Cultural Resources Record Search.
 Principal and Project Manager for an updated record search and letter report for the Pepperdine Campus Life housing, facilities, and trail development project. (December 2015 January 2016)
- CA-LAN-321 Cultural Resource Phase II Evaluation, Agoura Hills, Los Angeles County, CA. Principal and Project Manager for the evaluation of CA-LAN-321, a large (8-acre core area) prehistoric Chumash regional ceremonial center that will be negatively impacted in part by construction of the Phase 3 building of the Conrad N. Hilton Foundation campus. This site has an overall size of over 80-acres, and was used by prehistoric Native Americans from 400 A.D. to the late 1700s. Evaluation tasks included the excavation of 51-test units, 60-shovel test pits, extensive surface collection, and surface feature mapping, as well as artifact analysis and the writing of a professional report of findings. Hundreds of prehistoric features and tens of thousands of artifacts were recovered, many of which have a prehistoric Chumash ceremonial context Chumash (June 2015 Current)
- Canyon Park Homes, Sylmar, Los Angeles County, CA. Native American Tribal Group consultation and pre-construction monitoring for this 80-acre residential property development, as well as EIR section writing. (February 2015 – Current)
- Paradise Valley Development Project Environmental Impact Report and Impact Statement, Riverside County, CA. Author of the cultural section for this EIR for a housing and mixed use development of over 2200-acres east of Indio, California. Also reviewed original techical documents, and incorporated legal and agency comments. Mitigation measures included the management and monitoring of dozens of cultural resources, sensitive soils, and paleontological resources. (October 2014 - Current)
- CA-LAN-321 Project Compliance Plans, and Native American and Lead Agency Consultation,
 Agoura Hills, Los Angeles County, CA. Tasks included the authoring of a cultural resource
 Treatment and Data Recovery Plan, a cultural resource Management Plan, and a Curation Plan for all
 artifacts, as well as the organization of meetings with the Chumash Tribal Groups and the Lead
 Agency. (April 2015 Current)
- Floral Canyon Residential Development Cultural Resource Survey, North Hollywood, CA. Principal and Project Manager for this Phase Ia cultural resource survey of an 8-acrea property. (September December 2015).
- Lynn Road Residentitial Development Project, Newbury Park, CA. Principal and Project Manager
 for the Phase Ia and Phase Ib survey of this 10-acre parcel. A large Middle-Period seasonal settlement
 was discovered, which required subsurface testing and extensive mapping of surface hearths, yucca
 roasters, and dwelling features. (September October 2015).
- Marinette Road Residential Development, Pacific Palisades, Los Angeles County, CA. Principal
 and project manager for this development project, which included a record search, site survey, Tribal
 Group scoping letters, and agency consultation. The major challenge was that the project property was
 within the Will Rogers State Monument and National Register site boundary. (February 2015 May
 2015)



- Hilton Property Phase 3 Construction Site Phase Ib Cultural Resources Survey, Agoura Hills,
 Los Angeles County, CA. Principal and Project manager for this extensive preliminary survey
 project, including excavation of over 200 shovel test pits and 4 test units to define the boundaries of a
 prehistoric ceremonial site of over 80-acres in size, used by Chumash Native Americans from 400
 A.D. to the late 1700s. Recordation of over 190-features and 11,500 artifacts. Second phase will
 include data recovery tasks and an ammended Environmental Impact Report. (February 2014 March
 2015)
- Blessed Theresa Church Construction, City of Winchester, Riverside County, CA. Cultural consultation including cultural/paleo monitoring issues. (April 2014 July 2014)
- Village at Los Carneros, City of Goleta, Santa Barbara County, CA. Reviewed all previous technical studies and wrote part of the cultural sections of the Environmental Impact Report for this residential house development project. (March 2014 – April 2014)
- 3121 Old Topanga Canyon Road Phase I Survey and Literature Search, City of Calabasas, Los Angles County, CA. Principal and Project manager for this residential development project, including NAHC letters, literature review, site survey, paleontolgoical survey and literature search, final technical report, and the writing of the cultural resources section of the Environmental Impact Report. (March 2013 – April 2013)
- Grove Lumber Facility Cultural and Paleontological Technical Studies, Thatcher Engineering, City of Perris, Riverside County, CA. Principal for the cultural technical studies for this development project, including cultural and paleontological record searches, NAHC letters, and a cultural study (October 2013 – October 2013)
- Newport Beach Yacht Club Evaluation, Community Development Department, City of Newport Beach, Orange County, CA. Principal for this historic architecture project involving the built environment evaluation of the Newport Beach Yacht House. (October 2013 October 2013)
- Blossom Plaza Historic Structure Evaluation, China Town, City of Los Angeles, CA. Principal
 for this historic architecture project involving the updating of technical reports and a standing structure
 evaluation. (July 2013 September 2013)
- Moreno Valley Residential Building Evaluation, City of Moreno Valley, Riverside, CA. Principal
 for the architectural assessment of the J. Langdon Ranch located at 11761 Davis Street, in the city of
 Moreno Valley, Riverside County, California. (April 2013)
- Indian Wells Tennis Court Development Project, Indian Wells, Riverside County, CA. Principal Provided technical review of the planning documents cultural section, as well as oversaw Native American Heritage Commission communication for this project to enhance the Indian Wells Tennis Garden complex. (December 2012 April 2013)
- Scripps Hospital Paleontological and Archaeological Monitoring, Worley-Parsons, City of Encinitas, CA. Principal Investigator. Dr. Bischoff managed QA/QC review, budgets, and professional standards for the cultural and paleontological monitoring of this large development project. (2011 - 2013)





Charles Cohn

Project Manager

Mr. Cohn is responsible for management and preparation of documents for California Environmental Quality Act (CEQA) analysis, regulatory permitting of projects within areas subject to jurisdictional oversight by State or Federal agencies, and monitoring and reporting of project activities for compliance with regulations and permit conditions. For CEQA documentation, Mr. Cohn has prepared analyses for Environmental Impact Reports (EIRs), Mitigated Negative Declarations (MNDs), and Initial Studies, generally for projects in Los Angeles, Ventura, and Santa Barbara Counties. He also performs air emissions modeling and analysis using the CalEEMod.2016.3.1 system to evaluate air quality impacts from proposed construction activities and various land uses. Mr. Cohn has prepared visual impact assessment technical reports for multi-family and hospitality/lodging uses. His regulatory permitting duties have included preparation of permit applications to obtain development entitlements from the Army Corps of Engineers, the Regional Water Quality Control Board, and the Department of Fish and Wildlife. He has also managed a long-term oak tree mitigation monitoring plan for a phased residential development.

Mr. Cohn has recently managed preparation of several MNDs for development of in-fill residential developments in the San Fernando Valley, including mixed-use developments with multi-family residential and commercial components, and single-family home tracts. Analysis of key issues include construction traffic and soil export haul route impacts, air quality and greenhouse gases, aesthetics and visual character, geology, hydrology, noise impacts, and hazardous materials. He has also prepared air quality and GHG emissions technical studies as stand-alone reports evaluating construction and operations impacts for development projects including multi-family residential and single-family home subdivisions. He has performed analysis for an MND in the City of South Pasadena for a proposed addition of a hydrogen fueling pump and associated storage equipment at an existing gasoline station at 1200 Fair Oaks Avenue evaluating various issues including hazards, noise, and access.

Representative Project Experience

1200 Fair Oaks Hydrogen Fuel Station MND, City of South Pasadena. Performed analysis of environmental impacts, reviewed technical studies, and prepared the project MND addressing the installation of a hydrogen fuel pump and associated hydrogen fuel equipment at an existing Arco Station at 1200 Fair Oaks, in the City of South Pasadena. The project was part of the California Energy Commission's program to encourage and partially fund hydrogen fuel infrastructure construction throughout the state. Issues of environmental and public importance included the safety of the facility, potential traffic flow and on-site congestion, noise from traffic and from operation of the hydrogen fuel compressor and other equipment, overall maintenance and oversight of the facility itself including aesthetic concerns from the public. The MND was adopted and the project approved, including design features added during the public hearing process to further reduce project impacts.

Woodland Hills 19-Unit Subdivision Project SMND. Served as project manager for the project Supplemental MND (SMND) to evaluate project impacts from a revised plan to develop a hillside property with a subdivision of 19 single-family residences in the Woodland Hills Community of the City of Los Angeles. Issues of environmental and public importance included aesthetics impacts regarding retaining walls, grading of slopes and soil export haul route traffic impacts, noise and air quality impacts associated with a nearby freeway, cultural resources, and hydrology/drainage patterns. The project's SMND public review period has expired with no substantial comments. A final decision on the project by the City is currently pending.



11301 and 11321 Camarillo Street Mixed-Use Project IS/ND. Served as project manager for the project Initial Study (IS) and Negative Declaration (ND) for a proposed five-story mixed-use development in the North Hollywood community of the City of Los Angeles, consisting of 60 dwelling units, 2,826 square feet of ground floor commercial space, and a subterranean parking level. Issues of environmental concern included air quality, freeway proximity, cultural resources, construction noise, and aesthetics. The public comment period for the IS/ND has expired and the City has issued a Notice of Determination (NOD) for the IS/ND. A final decision on the project is pending the expiration of the period for filing an appeal.

18401 Nordhoff Mixed-Use Project IS/MND. Served as project manager for the project IS/MND for a proposed five-story mixed-use development in the Northridge community of the City of Los Angeles, consisting of 146 apartment units, 2,000 square feet of commercial space and a subterranean parking level. Issues of environmental concern included aesthetics, cultural resources, construction noise and vibration, traffic, and project access. The IS/MND has been drafted and the public review period is expected to begin in March of 2017.

Malibu Institute Project EIR. Performed analysis of environmental issues associated with a proposed redevelopment of an existing golf course in the Santa Monica Mountains in the County of Los Angeles with educational and lodging/hospitality land uses as well as redeveloping the existing golf course. The project proposed develop a sports-oriented educational retreat that would include a remodeled 18-hole golf course currently operated as the Malibu Golf Club on a 650-acre Project site in the unincorporated Santa Monica Mountains area of Los Angeles County. The Project would develop a combined 224,287 square feet of structures for educational and meeting facilities, visitor-serving overnight accommodations, dining facilities, fitness center/spa, and associated support facilities, in addition to a 107-acre remodeled golf course. A visual resource impact assessment technical study was prepared by Mr. Cohn, which evaluated view impacts from designated scenic corridors and public open space trails. Environmental issue areas addressed by the EIR other than aesthetics included lighting, cultural and historical resources, biology, hydrology, hazards, noise, traffic, wildfire and emergency ingress/egress routes, and availability of public services and utilities.

Paradise Valley Specific Plan EIR, Riverside County. Performed analysis of environmental issues associated with the proposed Paradise Valley Specific Plan Program EIR, which would be located in the eastern portion of Coachella Valley in Riverside County. The Specific Plan would guide development of approximately 8,500 residential units, 1.38 million of commercial development and associated public facilities and infrastructure, including parks, trails, schools, and fire and sheriff facilities on a 2,000-acre development footprint within a 5,000-acre property ownership. Key issues for the project addressed by Mr. Cohn include traffic, noise, hazards, views from the freeway and nearby parks and other public places, hydrology and groundwater, air quality, and greenhouse gas emissions.





Mitchel D. Morrison, LEED Green Associate

Environmental Scientist/Planner

Mr. Morrison serves as an Environmental Scientist/Planner for Environm Corporation. He performs research and impact analysis for the preparation of California Environmental Quality Act (CEQA) compliance documents including Initial Studies, Mitigated Negative Declarations (MNDs), and Environmental Impact Reports (EIRs). He also prepares resource agency permit applications for development entitlements within the jurisdiction of the California Department of Fish and Wildlife (CDFW), the U.S. Army Corps of Engineers (ACOE), and the Regional Water Quality Control Board (RWQCB). Mr. Morrison's fieldwork responsibilities include water quality monitoring, construction site Best Management Practice (BMP) monitoring, and habitat restoration.

Mr. Morrison is currently preparing a MND for a proposed 69,000 square foot light industrial development in the City of Agoura Hills and recently prepared sections of an MND for a 192,000 square foot private school expansion in the North Hollywood community of the City of Los Angeles. He recently prepared applications for a ACOE Section 404 Nationwide Permit, RWQCB Section 401 Water Quality Certification, and a CDFW Section 1602 Streambed Alteration Agreement for Chumash Park, a recreational trail project in Simi Valley, a debris basin relocation project on the Malibu Campus of Pepperdine University, and for a routine maintenance of outfall structures project by the Public Works Department in the City of Ventura. He recently prepared the public services, utilities, recreation, and air quality sections of a Draft EIR for a private development of 172 new single-family residences in the Tujunga community of the City of Los Angeles. He also prepared the land use and planning, noise, public services, parks and recreation, water supply, and sewer sections of a programmatic EIR for a 1,800-acre master planned community in the County of Riverside. He prepared the Mitigation Monitoring and Reporting Program for the Pepperdine University Campus Life Project, a proposed 12 year phased infill project that would rehabilitate aged student housing, create a new Athletics/Events Center, upgrade an NCAA soccer field, create a town square, provide an Enhanced Recreation Area, and transition a surface parking lot into structured parking. He assisted in the preparation of the Malibu Institute EIR for a proposed 224,760 square foot sports-oriented educational retreat and remodeled golf course in the unincorporated Santa Monica Mountains Coastal Zone of the County of Los Angeles. Mr. Morrison also has experience with Coastal Commission permitting and compliance with a private rehabilitation center in the unincorporated Coastal Zone. His ongoing fieldwork in the Santa Monica Mountains includes the second through the fifth year of successful restoration of Ojai navarretia (Navarretia ojaiensis) at the Conrad N. Hilton Foundation Headquarters in Agoura Hills.

Prior to joining Envicom, Mr. Morrison launched Commversity, his own public policy consulting firm. He assisted Civic Center Group in the publication of two proactive Visioning Plans for the community of Northridge, Northridge Vision (2011), and the City of Malibu, Malibu Yesterday, Today, and Tomorrow (2012). Commversity provided urban and regional planning support to the San Fernando Valley Council of Governments, a multijurisdictional Joint Powers Authority (JPA) providing the first-ever regional representation to the 2.1 million residents of the San Fernando and Santa Clarita Valleys. Mr. Morrison earned a Bachelor of Arts from Carroll University in Waukesha, Wisconsin and a Master of Public Policy specialized in State & Local Policy from the Pepperdine School of Public Policy in Malibu, California. Mr. Morrison is a LEED Green Associate and serves as an elected Ventura County Representative on the Board of the Channel Counties Chapter of the Association of Environmental Professionals (AEP). He is an active member of the City of Malibu Community Emergency Response Team CERT.





Tyler Barns

Biologist/Environmental Specialist

Mr. Barns specializes in biological investigations and environmental evaluations for proposed and developed projects throughout southern California permitted under the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). He is proactive in meetings with project developers and site owner/operators to discuss regulatory concerns and policies affecting their property, and he effectively coordinates and negotiates with representatives of federal, state, and local agencies regarding permit compliance. His projects have included wetland delineation; habitat assessment; use of the Munsell soil classification system; special-status plant and wildlife surveys; avian surveys for nesting birds, eagles and other raptors, and western burrowing owl; remote sensing surveys; and geographic information system (GIS) mapping and evaluation. To facilitate project construction and compliance efforts, Mr. Barns has conducted preconstruction site surveys for wildlife, identified potential impacts in accordance with State and federal guidelines, and recommended the necessary avoidance and mitigation measures.

Mr. Barns' recent experience includes biological surveys, vegetation mapping, wetland delineations, and biological impact analyses for incorporated cities and unincorporated areas of Los Angeles County, including reports pursuant to the specific biological assessment requirements outlined in Section 22.44.1870 of the Santa Monica Mountains Local Implementation Plan (LIP). In addition to work within Los Angeles County, he as completed studies in Ventura, Kern, Kings, Merced, San Luis Obispo, Yuba, as well as San Francisco and its eight surrounding counties. He has also completed biological resources surveys, constraints analyses, and wetland delineations in Nevada, Arizona, Colorado, and parts of New England.

Mr. Barns has analyzed GIS data for biological resources, as part of the preparation of third-party EIRs and has managed first-party compliance monitoring. As an environmental monitor during construction, he has conducted nesting bird surveys and monitoring for sensitive species. Mr. Barns has experience surveying plant communities in coastal southern California ecosystems. He has attended protocol survey workshops recognized by the U.S. Fish and Wildlife Service (USFWS) for the threatened California desert tortoise (Gopherus agassizii) and the endangered southwestern willow flycatcher (Empidonax traillii extimus). He has training in wetland delineations through the Wetland Training Institute.

Throughout his tenure as an Environmental Specialist, Mr. Barns has participated in the development of numerous Initial Studies, Negative Declarations, Mitigated Negative Declarations, Environmental Assessments, Environmental Impact Reports, and Environmental Impact Statements consistent with the requirements of CEQA and NEPA.

Mr. Barns has a Master of Environmental Science with a focus on environmental research methods and analysis as well as ethical training from Oregon State University. He received a Bachelor of Science degree in Environmental Science from Humboldt State University with an emphasis in landscape ecosystems. In addition, Mr. Barns has a minor in Environmental Ethics and a GIS certificate.



Erin Roberts

Biologist / Restoration Ecologist / ISA Certified Arborist

Ms. Erin Roberts is a biologist, restoration ecologist, and ISA certified arborist (WE-10365A). She provides a variety of biological resource services, with a specialty in vegetation and bird surveys; the planning, design and implementation of vegetation and native tree restoration programs; and performing protected tree impact analyses and protected tree reports compliant with permitting agency requirements. Ms. Roberts has extensive experience providing construction monitoring services throughout the construction process and conducting springtime vegetation and bird surveys prior to initiation of the project development phase. As a restoration ecologist Ms. Roberts has drafted and overseen the implementation and the annual reporting for several Habitat Mitigation Monitoring Plans (HMMP), including the Ephemeral Drainage Restoration Plan for the BSVERCOM Residential Project in the City of Calabasas, the Mitigation Plan for the Arroyo Santa Rosa Channel Stabilization Project in coordination with the Ventura County Watershed Protection District, the Pepperdine University Enhanced Recreation Area Biological Resources Mitigation Plan, and the Rancho Simi Community Park Lagoon Maintenance Habitat Mitigation and Monitoring Plan and the Chumash Park Compensatory Mitigation Plan for the Rancho Simi Recreation and Parks District in the City of Simi Valley. As Envicom's certified arborist she has provided protected tree assessments, tree impact analyses, tree protection plans, protected tree construction monitoring, and protected tree reports pursuant to county and city protected tree ordinances and reporting guidelines for multiple sites in the region, including the Malibu Institute, 1555 Barrymore Drive, and SCL Corral Canyon Zones 1 and 2 Pole Replacement projects in Los Angeles County; the Conrad N. Hilton Foundation Campus Development and the Agoura Road Hotel projects in the City of Agoura Hills; Lynn Road near Kelly Road Residential Subdivision in the City of Thousand Oaks; and the Lake Sherwood Development Tracts 4192/4409 and the Upson Tract Lot 109 projects in unincorporated Ventura County.

As a project manger at Envicom, she has responsibility for biological site studies as a general biologist that includes site vegetation assessments, vegetation and native resources mapping and reporting. She is well qualified in quantification and implementation of invasive species removal programs, native plant propagation, planting programs, and EIS/EIR technical biology studies. Her previous expertise includes drafting and implementing restoration plans, native plant propagation, plant species mapping and population assessments using Arc GIS software. She also has worked closely with natural resource scientists, non-profit's, and private landowners. Ms. Roberts has managed public agency restoration projects, ranging from 5-220 acres throughout unincorporated Los Angeles County. She has regularly interacted with the public, trained teams of volunteers and interns in proper invasive species removal techniques and the installation of native plants.

Ms. Roberts' prior work experience was with the National Park Service (NPS) as a Restoration Biologist from 2008 – 2013. In this position she was responsible for restoration projects within the Santa Monica Mountains including projects located at Solstice Canyon, Zuma Canyon, and Medea Creek. Her responsibilities included lead field ecologist on grant acquisitions, plant restoration programming, success criteria goals, work methods, supervision of field crews/volunteers, date collection, planting specification and maintenance, that included collection of native seed for propagation of native plants. Additionally, she has helped draft park service protocols for invasive monitoring, treatment, and prioritization used during plant restoration programs and presented several of these findings at scientific symposia.

Ms. Roberts graduated with her Bachelors and Masters in Science, with an emphasis in Biology, from California State University, Northridge, where her thesis project focused on the spread and control of the invasive weed species *Euphorbia terracina*. She earned a Bachelor of Science degree in Biology with an emphasis in Environmental Sciences. She is a member of the International Society of Arboriculture, Society for Ecological Restoration, and the California Native Plant Society.





Christopher Boyte

Graphics Manager/GIS Specialist

Mr. Boyte has over 30 years of experience in graphic design. He serves as Envicom Corporation's graphics department manager and is responsible for the creation of effective analytical graphics and exhibits, technical illustrations, and presentation materials applied to the firm's environmental documents, display presentations, website design and maintenance, and marketing resources. Mr. Boyte is also one of the firms' Geographic Information Systems (GIS) specialists, providing a wide variety of specialty graphic applications and technical support to GIS technology including; aerial photography analysis and exhibits, detailed biological mapping, visual analysis, visual site renderings, including photographic simulations/renderings, CAD support, 3D modeling and renderings, and computer generated mapping.

Mr. Boyte has contributed to Environmental Impact Reports (EIRs) and other California Environmental Quality Act and National Environmental Policy Act documents, General Plans, Master Plans, Specific Plans, Permit Applications, and a multitude of biological resources existing conditions and mitigation and compliance reports. Mr. Boyte has contributed graphics and GIS services to: Pepperdine University; Hilton Foundation; Gulls Way California Coastal Commission Permit Application; Debs Park Master Framework Plan; Claremont Universities North Campus Master Plan EIR; Sunset Millennium EIR; Federal Express Valuation; Lake Sherwood Biological Studies and Permitting; Soka University Operational Phases; Los Angeles Unified School District v. Meruelo Maddux Highest and Best-Use Study; Pajaro Valley Unified School EIR; 24400 Calabasas Road Office Project; and the 6060 Center Drive Hughes Solar Access Study.

Mr. Boyte is highly experienced in a wide variety of computer applications on Macintosh and Windows PC systems including; ArcGIS 9.3, Adobe Photoshop, Illustrator, Acrobat, In-Design, DreamWeaver, and Flash. He is also adept in Microsoft Word, PowerPoint and Excel. In addition to his graphics and visual analysis work, Mr. Boyte has pioneered unique graphic techniques and has applied highly customized technical graphics for use in meetings and public displays/demonstrations. Mr. Boyte also oversees document preparation and provides web/internet design and support, marketing, and hardware/network maintenance services for the firm.

Prior to joining Envicom Corporation, Mr. Boyte owned his own graphic design business, Visuals Design, and was a freelance designer for several entertainment agencies in Southern California. His projects have included website design and maintenance, corporate identities, direct mailer design, advertising for national publications, video editing, package design and illustration.

Mr. Boyte holds a Bachelor of Science degree from California Polytechnic State University, San Luis Obispo in the Applied Art & Design major. He completed his certificate program for ArcGIS at Pierce College.



Amanda Miner

Environmental/GIS Analyst

Amanda Miner has over five years of work experience in the environmental and GIS fields for both the public and private sectors, and is an Overhead Resource Advisor certified through the National Interagency Fire Center. As an Environmental/GIS Analyst, Ms. Miner is responsible for environmental analysis of proposed projects permitted under NEPA/CEQA, as well as spatial analysis for relevant projects using GIS. Her experience includes fire management planning, avian and terrestrial carnivore ecology, biological assessment review, permitting and compliance, and adaptive management for conservation, as well as environmental modeling, geodatabase management, and spatial analysis for natural resources. Ms. Miner's field experience includes avian and wetland monitoring, invasive species monitoring and abatement, and site assessments for evaluating environmental permitting and habitat restoration compliance.

Ms. Miner's most recent experience includes the preparation of a Negative Mitigated Declaration (MND) for Oakwood School in North Hollywood, including analysis of key issues associated with transportation, hydrology, and hazards. She has performed analysis for MNDs for the City of Agoura Hills, including the Agoura Landmark development, and the Agoura Recreation Center Trail. Ms. Miner prepared coastal permit application materials for a private treatment clinic located in unincorporated Los Angeles County, and assisted in a visibility analysis for Pepperdine University. Prior to working for Envicom, Ms. Miner produced an extensive modeling and analysis study for the National Park Service (Santa Monica Mountains National Recreation Area) on defensible space needs and habitat conservation, which was recently used by Ventura County Planning Department to prepare their General Plan Update. This study is currently being submitted for pre-publication review. While in this position, Ms. Miner worked on fire management planning and served as a member of an interagency alliance for landscape-scale fire management planning. She provided management, digitization, and editing of the restoration ecology department's invasive species and treatment database, and prepared annual invasive species reporting.

As a consultant for Planning and Entitlement Services and the City of Oxnard, Ms. Miner recently provided an extensive Biological Assessment Review for Avalon Homes, a proposed coastal development in Ventura County. In the same capacity, Ms. Miner also performed project management assistance for an expedited online permitting program that will provide compliance with California's Title 24 energy law. In her position with California Department of Fish and Wildlife (CDFW), Ms. Miner independently monitored the breeding success of the endangered California Least Tern (Sterna antillarum browni) for Ventura County, along with other wetland avian species, culminating in official reports for statewide resource publication. Also, Ms. Miner performed numerous site assessments to evaluate permitting compliance as determined in mitigation agreements, achieving a high rate of response and cooperation. This position required extensive collaboration with the Army Corps of Engineers, US Fish and Wildlife, and Ventura County Flood Control, and provided substantial experience in interagency collaboration.

Ms. Miner has a Master of Science in Natural Resources from Virginia Tech, and a second Master of Science in Geographic Information Systems from Johns Hopkins University. Her academic studies have primarily focused on urban wildlife ecology and habitat connectivity, as well as fire ecology and planning. Long-term conservation planning for terrestrial carnivores has been a primary research focus for Ms. Miner, who completed a 3-month comprehensive training in a federally recognized adaptive management program for conservation. Using this skill set, she has produced extensive studies on the diel cycles of coyotes (Canis latrans) in response to urbanization, and African lion (Panthera leo) conservation in the face of rapid land conversion.



In addition to her M.S. degree, Ms. Miner has substantial GIS experience, particularly in spatial and network analysis, modeling, cartography, geodatabase architecture and data management. She has attended numerous professional GIS trainings, has completed 36 hours of Project Management training, and is a member of the Society for Conservation GIS, North American Cartographic Information Society, Association of Fire Ecology, and The Wildlife Society.



GIROUX & ASSOCIATES COMPANY QUALIFICATIONS

Giroux & Associates (G&A) has been providing aerometric assessment services (air quality, acoustics, meteorology, airborne hazards/toxics and airborne nuisance such as dust and odors) for over twenty (20) years. Within the last two decades, the firm has participated in over 1,500 environmental investigations. Specialized services include ambient pollution and noise monitoring, computerized air pollution and noise dispersion modeling, emissions source testing, inert tracer gas field studies, APCD/AQMD permit preparation and processing, expert witness testimony and regulatory agency liaison.

The firm has direct experience in the City of Glendora, having recently completed air quality and noise studies for an expansion of Citrus College parking space along Foothill Boulevard west of the proposed Foothill and Village Townhomes Project site. G&A has also extensively reviewed the Final EIR for the Gold Line Phase II Montclair to Foothill Extension as it relates to a possible relocation of the Maintenance and Operation Yard from its originally analyzed location.

General environmental program areas and specific types of experience include the following:

LAND USE PLANNING - Prepare air quality and noise sections for EAs, EIRs, NDs; develop impact mitigation and compliance monitoring plans; provide consistency analyses with regional air quality plans and applicable General Plan Noise Elements.

ROADWAYS & AIRPORTS - Perform air quality monitoring and modeling from line and area sources; evaluate transportation and air quality planning consistency; perform noise monitoring and impact modeling; evaluate noise abatement criteria and develop noise reduction plans through barriers or structural insulation requirements.

ESSENTIAL SERVICES - Analyze air quality and acoustic impacts from wastewater treatment plant and landfill operations; perform odor impact studies and certification of odor removal efficiencies in packed column scrubbers in wastewater treatment processes; perform risk screening analyses for treatment plants and landfills and for siting schools and hospitals in possible air toxic environments.

INDUSTRIAL PROJECTS - Perform computer dispersion estimates from industrial fuel combustion sources; prepare Prevention of Significant Deterioration (PSD) applications; prepare APCD/AQMD applications for Authority to Construct; perform noise standard compliance monitoring and modeling; assist in design of acoustical insulation and barriers for industrial sources such as rock plants, concrete block plants, liquid blending operations, steam ejectors from cooking evaporators; operate air quality monitoring stations near industrial sources such as mines and mills to determine mitigation effectiveness.

HANS D. GIROUX

SUMMARY OF QUALIFICATIONS AND EXPERIENCE

EDUCATION:

Bachelor of Arts in German Literature, University of California, 1965.

Bachelor of Science in Meteorology, University of Utah, 1966.

Graduate studies in Meteorology, University of Wisconsin, 1967-68.

Masters of Science in Meteorology, UCLA, 1972.

Candidacy for Doctorate in Meteorology, UCLA, 1974.

PROFESSIONAL EXPERIENCE:

Weather Forecaster, U.S. Air Force, Truax AFB, Madison, WI, 1966-67.

Staff Weather Officer/Chief Forecaster, McChord AFB, WA, 1968-69.

Teaching Assistant, Basic Meteorology/Advanced Dynamics, UCLA, 1969-71.

Research Assistant, California Marine Layer Structure, UCLA, 1971.

Research Assistant, Remote Air Pollution by Satellites, UCLA, 1972.

Research Assistant, Climatic Change - Aircraft Pollution, UCLA, 1973.

Instructor, Basic Meteorology, Cal State Northridge, 1972-74.

Air Pollution Meteorologist, S-Cubed, LaJolla, CA 1973-75.

Senior Meteorologist, Meteorology Research, Inc., Altadena, CA 1975-77.

Instructor, Weather for Flight Aircrews, Orange Coast College, 1976.

Instructor, Basic Meteorology, Golden West Community College, 1976-81.

Instructor, Basic Meteorology, Orange Coast College, 1977-81.

Consultant, Atmospheric Impact Processes, Irvine, CA, 1977-present.

PRINCIPAL PROFESSIONAL RESPONSIBILITIES:

Military:

Performed operational weather forecasting for jet aircrews; trained new personnel; responsible for ground safety, security, records administration, quality control, forecasting methodology research, and liaison with other base units; air defense battle staff weather officer; and deputy detachment commander.

University:

Conducted laboratory sessions; instructed students in the use of meteorological instrumentation; demonstrated weather analysis techniques; supervised student weather observation programs; gave lectures and tests.

Private:
Air Quality

Prepared air quality impact assessments for coal-fired, oil-fired, nuclear, geothermal and wind energy power generation systems; prepared impact assessments for transportation systems, industrial emissions sources, wastewater treatment plants, landfills, toxic disposal sites, oil processing facilities, mining operations, commercial, residential, institutional and recreational land uses, airports and harbors; conducted atmospheric gas tracer experiments; developed numerical airflow analyses; and conducted numerous meteorological and air quality data acquisition programs with a very strong emphasis in arid environments, geothermal development, odors and nuisance and in regional pollution impacts from Southern California urbanization.

Noise

Developed impact assessments for roadways sources, construction equipment, sand and gravel plants, wineries, industrial equipment, gas recovery plants, railroads, recreational activities and oil refineries; monitored ambient noise levels from above sources, calibrated highway traffic noise model (FHWA-RD-77-108), and calculated sensitive receptor noise exposures; wrote community noise ordinances, purchased monitoring equipment and trained city staff; performed noise mitigation studies including barrier design, location, equipment noise control, and residential building retrofits.

PROFESSIONAL REFERENCES

Dr. Don B. Blumenthal, President, Sonoma Technology, Inc., 707-527-9372

Mr. Tom J. Lockhart, CCM, Meteor. Standards Institute, 206-549-2179

Ms. Sylvia Salenius, Director, Env. Studies, P&D Technologies, 714-835-4447

Mr. Mike Tolmasoff, Director, No. Sonoma County APCD, 707-433-5911

Mr. Harry Dillon, Deputy Director, Imperial County APCD, 619-339-4314

Dr. Alan Eschenroeder, President, Alanova, Inc., 617-259-0886

Mr. Ken R. Richards, Senior Engineer, Consoer-Townsend Assoc., 615-244-8864

Mr. John Ledbetter. City of Berkeley Planning Dept., 510-644-6534

Ms. Barbara Reid, City of Chula Vista Planning Dept., 619-691-5091

JENNA SNOW



In January 2015, Jenna Snow launched an independent historic preservation consulting practice with offices in Los Angeles. With over fifteen years of professional experience, Ms. Snow has a strong and broad understanding of best historic preservation practice, including federal, state, and local regulations. Throughout her career, Ms. Snow has authored, co-authored, and/or served as project manager for over 100 historic preservation projects, including a wide variety of historic resource assessments, National Register nominations, and historic resources surveys. She regularly contributes to environmental impact reports, historic preservation certification applications, Section 106 reviews and other work associated with historic building rehabilitation and preservation planning.

EDUCATION

Columbia University in the City of New York, Master of Science in Historic Preservation, 2002

Brandeis University, Bachelor of Arts in Fine Arts, 1998

QUALIFICATIONS

Secretary of the Interior's Professional Qualifications Standards in Architectural History

LEED GA

AWARDS

Rosalind W. Levine Prize for excellence in Fine Arts, June 1998

COMMUNITY INVOLVEMENT

Secretary, South Carthay Historic Preservation Overlay Zone Board, 2011-2016

Pick Leader, Food Forward, 2011present

Los Angeles Conservancy ModCom Working Group, 2013-2014

Guest Editor, The Next American City, Fall 2006, Issue 12

New Orleans recovery team from Western Regional Office of the National Trust for Historic Preservation, February 2006

PROFESSIONAL EXPERIENCE

Jenna Snow, Historic Preservation Consulting, January 2015-present

Chattel, Inc., Los Angeles, CA, July 2002 - December 2014

International Council on Monuments and Sites, Transylvania Trust Foundation, Cluj-Napoca, Romania, Fall 2004

Neighborhood Preservation Center, New York, NY, Spring 2002

New York City Department of Design and Construction, Historic Preservation Office, New York, NY, Summer 2001

The Freedom Trail Foundation, Boston, MA, January 1999 - October 1999

SELECTED PROJECTS

Temple Ohave Israel – Prepared a National Register nomination for a 1919 synagogue located in a small town of western Pennsylvania. The synagogue, significant as an anchor for the small, but influential Jewish community of Brownsville, PA, was listed in the National Register in February 2016.

Frank's Camera – Completed a Historic Structures Report in support of a Mills Act Contract for a former S.H. Kress & Co., a five-and-dime-store. A contributor to the Highland Park-Garvanza Historic Preservation Overlay Zone, the building was constructed in 1928 and is undergoing a rehabilitation to convert the building to smaller retail spaces.

Louis Golan House – Prepared a Conformance Review Report for a single family residence constructed in 1956, designed by renown Los Angeles architect A. Quincy Jones. As a new guesthouse was proposed, the report required primary research at UCLA Special Collections to identify character-defining features of the house.

West Los Angeles Veteran's Affairs (Los Angeles, CA) – Prepared Section 106 review and consultation for the first of 11 buildings that are undergoing seismic retrofit and limited rehabilitation. The rehabilitation won a Los Angeles Conservancy award. Also prepared a successful National Register nomination for the whole campus, which was listed in November 2014. Work was done at Chattel, Inc. as a subconsultant to Leo A. Daly.

Boyle Hotel/Cummings Block (Los Angeles, CA) – Completed Investment Tax Credit Application and National Register nomination for 1898 hotel in Boyle Heights neighborhood of Los Angeles. The rehabilitation won a Los Angeles Conservancy award, as well as a National Preservation Honor Award. Work was done at Chattel, Inc. for the East Los Angeles Community Corporation.

Additional Projects:

City of Rancho Cucamonga General Plan Update (Rancho Cucamonga, CA) - Consulted on the City of Rancho Cucamonga General Plan Update, including completion of a historic resource survey and preparation of preservation goals and policies for the General Plan Historic Preservation Element. Prepared a historic context statement and surveyed approximately 400 properties over 50 years of age. The General Plan Update and historic resource survey was adopted by the City in 2010. Work was done at Chattel, Inc.

Residential Survey (Whittier, CA) - Prepared a historic context statement focusing on architectural contexts and themes connected with residential development in Whittier. Feld surveyed approximately 1,540 properties generally constructed prior to 1941 using an Access database incorporating GIS mapping to collect survey data in the field. The survey was prepared in close coordination with the City of Whittier staff and Historic Resources Commission and was adopted by the City of Whitter in 2015. Work was done with Chattel, Inc.

Historic Resources Survey Update (Hollywood, CA) - Served as the project manager for preparation of historic context statements and intensive-level historic resource survey. The survey were prepared in close coordination with the Los Angeles Office of Historic Resources to dovetail into SurveyLA. Surveyed approximately 3,000 properties, including property-specific research on approximately 400 of these properties. Attended several public hearings at both the beginning and end of the process, as well as presented at nearly a dozen neighborhood council meetings. Work was done with Chattel, Inc.

Judson Rives Building (Los Angeles, CA)—Completed Investment Tax Credit Application for a 1908 office building in downtown Los Angeles, a contributing resource to the Broadway Historic District that was converted to residential use. Work was done at Chattel, Inc.

Mob Museum (Las Vegas, NV)—Performed historic resources assessment and prepare a reuse feasibility analysis, in collaboration with cultural planner, for the former U.S. Post Office and Court House located downtown. Wrote grant application and subsequent reports. Consulted with local, state, and federal agencies to ensure conformance with Secretary's Standards. Work was done at Chattel, Inc. for the City of Las Vegas.

Hollywood Profession Building (Los Angeles, CA) - Completed Investment Tax Credit Application for a 1926 office building on Hollywood Boulevard. The building is significant not only for its distinctive Neo-Gothic style, but also with for its association with former United States President Ronald Reagan. The office building was converted to residential use. Work was done for Chattel, Inc. for CIM Group.

Kathryn McGee

kathryn@mcgeehistoric.com (949) 872-6737

Architectural Historian Historic Preservation Planner

Statement of Qualifications and Resume



Summary

Ms. McGee is an architectural historian based in Los Angeles. She has eight years of experience in the field of historic preservation consulting and launched an independent practice in 2015. Her work entails writing reports for environmental and local project review; preparing historic resource assessments and surveys; preparing technical reports for General Plan Updates; evaluating properties seeking or complying with Mills Act Contracts; and consulting on adaptive reuse and federal Investment Tax Credit projects.

Qualifications

- · Secretary of the Interior's Professional Qualifications Standards in Architectural History
- · LEED Accredited Professional with specialty in Neighborhood Development

Education

- USC Summer Program in Historic Preservation (2008)
- UC Irvine, Masters of Urban and Regional Planning (2008)
- UC Santa Barbara, Bachelor of Arts, Art History, emphasis in Architectural History, Minor in English (2006)
- UC Riverside Palm Desert, MFA in Creative Writing and Writing for the Performing Arts (2015)

Employment

- Independent Architectural Historian/Historic Preservation Consultant (2015-2016)
- Senior Associate, Chattel, Inc. Historic Preservation Consultants, Los Angeles (2008-2014)
- Urban Planning and Design Intern, MVE Architects, Irvine (2008)
- Program Coordinator, UC Irvine Office of Technology Alliances (2007)

Select Projects

- <u>Pacific Mutual Building</u>: Wrote memo evaluating compliance of this building on W. 6th Street in Downtown Los Angeles (constructed in phases, 1908-1937) with its Mills Act Contract, evaluating the rehabilitation, restoration, and maintenance plan, and extent of completed work. Work was completed in 2015.
- Historic Resource Evaluations in Venice: Prepared reports evaluating potential historic resources and compatibility of several new construction projects in historic districts in the Venice neighborhood of Los Angeles for purposes of environmental and local project review. Work was completed in 2015.
- Hollywood Redevelopment Project Area survey: Worked on historic resource survey of historic properties in Hollywood, conducted property specific research, and assisted in preparation of the appropriate Department of Parks and Recreation (DPR) forms. Work was done at Chattel, Inc. for the Community Redevelopment Agency of the City of Los Angeles.
- <u>SurveyLA</u>: Wrote historic context statement on cold storage facilities in Los Angeles as part of the City's
 ongoing citywide historic resources survey. Performed evaluation of properties in South and Southeast Los
 Angeles. Work was done at Chattel, Inc. for the City of Los Angeles Office of Historic Resources.
- LAC+USC Medical Center (General Hospital): Wrote mothballing and reuse plan for historic, 19-story 1930s hospital in East Los Angeles, based on interior historic resource survey. Used this study to evaluate and provide consultation on later plans to reuse the lower floor as a wellness center. Work was done at Chattel, Inc. for the Chief Executive Office and Department of Public Works of the County of Los Angeles.

Kathryn McGee | Architectural Historian and Historic Preservation Planner Statement of Qualifications and Resume

Select Projects (continued)

- Golden Gate Theater: Evaluated adaptive reuse of a 1928 movie palace in East Los Angeles as a CVS/Pharmacy for local permit and environmental review. Involved collaboration with project architect, developer and property owner, and County of Los Angeles Department of Regional Planning staff. Work was done at Chattel, Inc. for Charles Company.
- City of Rancho Cucamonga General Plan Update: Managed completion of an historic resource survey and prepared an historic context statement for purposes of the 2010 General Plan Update. Work was done at Chattel, Inc. for Hogle-Ireland and the City of Rancho Cucamonga.
- Gas Company Lofts: Worked on Federal Investment Tax Credit application for conversion of the former Southern California Gas Company Complex to residential units, with ground floor commercial. Work was done at Chattel, Inc. for CIM Group.
- Santa Barbara Mission: Managed multi-year preparation for and implementation of preservation projects under a \$1.3 million federal Save America's Treasures grant. Wrote Historic Structures Report prioritizing proposed rehabilitation and restoration work in support of grant project approvals. Presented findings to local Historic Landmarks Commission to secure local approvals. Work was done at Chattel, Inc., collaborating with California Missions Foundation, for Old Mission Santa Barbara, Inc.
- Jane B. Eisner Middle School: Wrote report on adaptive reuse of historic telephone company garage in Los
 Angeles as a charter school. Entailed collaboration with project architect to ensure reuse conformed with the
 Secretary of the Interior's Standards and public outreach. Work was done at Chattel, Inc. for Frederick Fisher
 and Partners Architects and Pueblo Nuevo Development.
- Santa Monica Post Office: Wrote report on history of building, identifying original materials and alterations
 for purposes of local landmark nomination. Presented findings to the City of Santa Monica Landmarks
 Commission. Work was done at Chattel, Inc. for Harding Larmore Kutcher & Kozal, LLP.
- <u>Village Trailer Park</u>: Evaluated proposed plans to demolish 1950s trailer park in Santa Monica. Prepared original history of the trailer park property type for environmental and project review. Work was done at Chattel, Inc. for Luzzatto Company.
- Olive View Medical Center: Managed completion of Section 106 review for new buildings to be constructed
 on this historic medical center campus. Buildings replaced those damaged in the Sayre Fire. Work involved
 archaeological and Native American consultation and was done at Chattel, Inc. for the County of Los Angeles.
- Villa Bonita: Completed a City of Los Angeles Historic-Cultural Monument nomination for this 1929 Spanish Colonial Revival apartment building in Hollywood. Work was done at Chattel, Inc. for the property owner.

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:

June 21, 2017

TO:

Honorable Mayor and City Council

VIA:

Elaine Aguilar, Interim City Manager

FROM:

Mariam Lee Ko, Human Resources Manager M

SUBJECT:

Approval of a One Year Service Agreement with Intercare

Holdings Insurance Services Inc. for the Administration of

Workers Compensation Claims

Recommendation

It is recommended that the City Council approve a one year service agreement with Intercare Holdings Insurance Services Inc. for the administration of workers compensation claims.

Fiscal Impact

Based on a history of workers compensation claim activities from the 2014 to 2016 and the average number of claims experienced annually within those two years, it is estimated that the cost for the administration of workers compensation claims for a period of one year should not exceed \$10,000. It is anticipated that the City of South Pasadena shall experience a significant savings in annual premium by securing a \$125,000 Self-Insured Retention on workers' compensation insurance from CSAC Excess Insurance Authority (CSAC EIA) in Fiscal Year 2017-18.

Commission Review and Recommendation

On April 27, 2017, the Finance Commission, that previously reviewed and supported a recommendation to change risk pools and secure insurance coverage from the CSAC EIA in 2014, received an update regarding plans in FY 2017-18 to maintain General Liability coverage at \$100,000 Self-Insured Retention (SIR) and change workers' compensation coverage from primary coverage to excess only coverage with a \$125,000 SIR.

Background

On May 7, 2014, the City Council took action and approved insurance placements with the CSAC EIA as it was estimated to produce a savings of approximately \$332,000 annually. The City Council also approved a \$100,000 SIR (\$100,000 deductible per an occurrence) in General Liability coverage and first dollar coverage (\$0 deductible per occurrence) workers' compensation coverage. In securing first dollar coverage workers' compensation coverage, the City was required by CSAC EIA to remain at this level of coverage for a period of three years.

Approval of a Workers Compensation Administration Service Agreement June 21, 2017 Page 2 of 2

This requirement expires June 30, 2017.

Subsequently, the City interviewed three third party administrators (TPA) of workers' compensation claims and selected Intercare Holdings Insurance Services Inc. as the City's TPA.

Analysis

Intercare Holdings Insurance Services Inc. is the City's current TPA of workers compensation claims and has been the City's claims administrator since July 1, 2014. Because it is the City's intent in FY 2017-18 to change from first dollar coverage to \$125,000 SIR, the lowest SIR available to CSAC EIA members, the City will be required to enter into a separate agreement with a TPA provider as rates for claims handling vary depending on level of coverage.

It is recommended that the City enter into a one year agreement with Intercare Holdings Insurance Services Inc. with two one-year options to renew at the same rate. A one year agreement will allow City staff time to evaluate claims, evaluate appropriate retention levels, and monitor quality of service provided by the TPA going forward.

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: Workers' Compensation Claims Administration Service Agreement

WORKERS' COMPENSATION CLAIMS ADMINISTRATION SERVICE AGREEMENT

This Service Agreement is effective July 1, 2017 by and between Intercare Holdings Insurance Services Inc., a California corporation ("IHI"), and City of South Pasadena, hereinafter called "Client", permissibly self-insured.

RECITALS

- A. Client is ceasing membership from the CSAC PWC program and changing its Workers' Compensation Program as a stand-alone self-insured employer.
- B. Client desires to have specific claims administration and cost containment services performed by IHI in accordance with applicable laws and regulations in connection with Client's Workers' Compensation Program.
- C. IHI has developed and manages certain healthcare management products and services including claims administration, telephonic case management, utilization review and bill review repricing.
- D. IHI is willing to provide such services on the terms and conditions hereinafter stated.

NOW THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained in this Agreement, the parties agree as follows:

AGREEMENT

- 1 <u>Terms.</u> This Service Agreement shall be for the period set forth below except as may be amended or canceled as hereinafter provided.
 - 1.1 This Agreement is effective July 1, 2017 through June 30, 2018 (the "Initial Term"). If this Agreement is not terminated or the term not modified in accordance with the provisions of this Agreement, Client shall have the right to exercise two separate one-year options (each described as a "Renewal Term") at the fees stated under Exhibit A Fee Schedule.
 - 1.2 Notwithstanding the foregoing, in the event CLIENT requests in writing that IHI continue to provide any services for claims reported hereunder after the expiration or cancellation hereof, this Agreement shall remain in effect to govern the parties' respective rights and obligations with respect to the services for claims reported.
- 2 <u>Definitions</u>. In addition to the various terms defined in the body of this Agreement, the following capitalized terms shall have the meanings given below:
 - 2.1 "Agreement" means this document and any amendments or schedules attached hereto from time to time including, without limitation, any amendments or schedules for terms and conditions that may have been renewed.
 - 2.2 "Allocated Loss Expenses" shall mean all costs, charges, or expenses of third parties incurred by IHI, its agents, employees or officers that are incurred in connection with or related to a

Claim including, without limitation, the following:

- 2.2.1 court costs, fees and expenses of attorneys, court reporters, investigators (including, without limitation, undercover operatives and detective services), experts and witnesses, and fees for obtaining diagrams, reports, documents, and photographs;
- 2.2.2 pre- and post-judgment interest paid as a result of litigation;
- 2.2.3 fees for service of process;
- 2.2.4 costs of legal transcripts of testimony taken at coroners' inquests or from criminal or civil proceedings;
- 2.2.5 costs of copies of any public records and/or medical records;
- 2.2.6 costs of independent medical examinations and/or evaluations for rehabilitation and/or to determine the extent of the Claimant's and/or the Client's liability;
- 2.2.7 costs of independent field examiners and related expenses to investigate a claim;
- 2.2.8 costs of all Cost Containment Services including but not limited to: medical bill review or adjudication including network related expenses and independent bill review fees; medical management expenses related to medical cost containment efforts including, without limitation, utilization review provided by clinical staff including peer review including fees associated with the request for Independent Medical Review; nurse case management including telephonic or field case management;
 - a. An RFA is defined as a Request For Authorization from a healthcare professional who is providing treatment to an injured worker or claimant in a Workers' Compensation case. A single medical report may have multiple RFA's. Some RFA's may be authorized by the Adjuster and others may be referred to a Utilization Review Organization ("URO") depending on the Client's Protocol and in such instances when the treatment plan may need to be delayed, modified or denied.
 - b. A Peer Advisor is a Licensed Healthcare Professional who is in the same licensing category (MD, DO, DC) as the provider requesting authorization for the treatment, who is trained in occupational medicine and can examine treatment plans and provide objective and unbiased determinations on the necessity of the treatment plan.
 - c. A Specialty Review is a utilization review conducted by a Peer Reviewer licensed

in the same field of specialization as the healthcare professional requesting the authorization for treatment. The distinction here is that the area of specialization of the Peer Advisor conducting the review must match the specialty of the healthcare professional requesting the treatment.

- 2.2.9 any other similar costs, fees or expenses reasonably chargeable to the investigation, negotiation, settlement or defense of a Claim or loss or to the protection of the subrogation rights of Client;
 - a. costs of interpreters;
 - b. costs of credit bureau and index reports;
 - c. costs related to the special investigation of fraudulent claims; and
 - d. safety and loss control services.
- 2.3 "Claim" means a request made by Client for the receipt of benefits under the Insurance Program.
- 2.4 "Claim File" means the administrative record of a Claim, including, without limitation, the accounting of expenses related to a Claim.
- 2.5 "Claimant" means any employee insured by Client and entitled to coverage under the Insurance Program.
- 2.6 "Qualified Claim" means a Claim entitled to receive benefits under the Insurance Program.
 - 2.6.1 "Indemnity Claim" means a Qualified Claim including, without limitation, one or more of the following elements:
 - a. the injured employee's time off work due to a compensable or potentially compensable injury meets the applicable jurisdictional waiting period;
 - b. coverage issues;
 - c. issues of compensability;
 - d. requires subrogation investigation;
 - e. modified duty is provided for more than 12 weeks, or which has or may result in any of the following benefits:
 - Temporary disability or salary in lieu thereof
 - ii. Permanent Disability
 - iii. Life Pension

- iv. Death Benefits
- v. Vocational Rehabilitation
- vi. Supplemental Job Displacement Voucher Benefits
- f. results in an award of either permanent partial or permanent total disability benefits regardless of whether the jurisdictional waiting period is met or not; and
- g. results in a Petition for Adjudication of Claim being filed before the applicable state agency even if no benefits are awarded.
- **2.6.2 "Future Medical Claim"** means a Qualified Claim including, without limitation, one or more of the following elements:
 - a. An Indemnity claim which has been concluded and resulted in an award of permanent partial or permanent total disability benefits along with a provision for "future medical treatment" provided the permanent partial or permanent total disability award has been satisfied and no ongoing indemnity payments is being paid;
 - **b.** An Indemnity claim, which has been resolved and is open only for purposes of administering the future medical provision of the award, provided the medical payment activity does not exceed three times per year.
- **2.6.3** "Medical Only Claim" means a Qualified Claim including, without limitation, one or more of the following elements:
 - a. a work-injury case that does not result in compensable lost time but results in medical treatment beyond first aid.
 - b. any workers' compensation claim where the only issue is payment of medical bills for reasonable and necessary care or treatment;
 - c. the total amount paid on the claim for medical care or treatment is \$3,000 or less;
 - d. no investigation is needed to determine compensability of the claim.
 - e. time off work due to a potentially compensable injury does not meet the jurisdictional waiting period;
 - f. there is no exposure for permanent partial or permanent total disability benefits; and
 - g. where modified duty is provided for no longer than 12 weeks
 - h. Indemnity benefits are not due or potentially due
 - i. Conversion Rule claim may be converted to indemnity if one or more of the following:

- i. Total cost of medical care exceeds \$3,000 and is not ready for immediate closure when the dollar amount pierces the threshold;
- ii. claim has been opened for 180 days or more; and
- iii. additional investigation is needed to determine compensability of claim even if injured worker is not losing time or additional investigation is needed to determine subrogation status.
- 2.6.4 "Asbestos Claim" means a Qualified Claim including, without limitation, one or more of the following elements:
 - a. Any Workers' Compensation claim resulting from a disease or illness caused by continuous exposure to some deleterious substance, microorganism or harmful substances in the course of employment provided Client is not the leading defendant.
- **2.6.5** "Services" means a collective reference to the products and/or services set forth in this Agreement to be provided by IHI.
- 2.6.6 **"Service Fees"** means a collective reference to the various fees to be paid by Client to IHI pursuant to this Agreement.
- 2.6.7 "Solvent" means, when used with respect to either party, that (a) such party is not "insolvent" within the meaning of 11 U.S.C. Section 101(32) and the cases interpreting the same; (b) such party is generally able to pay its debts as they become due; and (c) such party does not have unreasonably small capital to carry on such party's business as theretofore operated and all businesses in which such party is about to engage.
- 2.6.8 **"Insurance Program"** means the insurance program established by Client to provide workers' compensation benefits to employees of Client's employer members as set forth under the rules, ordinances and provisions of Client.
- 3 Services To Be Performed by IHI. IHI agrees to perform, and shall provide, each of the following Services on the terms set forth herein and in Exhibit A Fee Schedule attached hereto:
 - 3.1 Claims Administration Services. IHI shall:
 - 3.1.1 review each Claim received from Client and process each such Claim in accordance with the Insurance Program's statement of work;
 - 3.1.2 conduct an investigation of each reported Claim to determine on behalf of Client for each reported employee injury or illness those benefits, if any, that should be rendered under the Insurance Program. Any Claim believed to be fraudulent shall be referred to IHI's in-house special investigative unit for further investigation, and the unit shall with the prior approval of Client determine whether such Claim is required to be submitted to the applicable District Attorney's Office or United States

Attorney;

- 3.1.3 establish and maintain an electronic record file for each Claim;
- 3.1.4 maintain an average Caseload of 150 cases or less per Indemnity Adjuster. The average Indemnity caseload shall not exceed 150 cases in any given quarter. In the event that the frequency of new claims increases to a level that warrants the addition of staff to maintain the caseload requirements, IHI and Client shall agree to evaluate the caseload for a period of at least three consecutive months before adjusting the number of staff accordingly. Caseload shall be defined by the number of indemnity and future medical cases open on the last day of each calendar month.
- 3.1.5 arrange for and retain independent investigators or medical or other experts, to the extent deemed necessary or desirable by IHI, in connection with processing any Claim;
- 3.1.6 maintain an estimate of the total costs of all reasonable and foreseeable benefits payable and related expenses on each Qualified Claim based upon the facts and circumstances known at the time and update the same on regular and periodic basis;
- 3.1.7 pay medical and death benefits, temporary and permanent disability compensation and other losses and expenses on Qualified Claims (a) if, in the judgment of IHI, such payment would be prudent for Client and (b) pursuant to the terms of this Agreement or as may be approved by Client in its sole and absolute discretion;
- 3.1.8 perform reasonable and necessary administrative and clerical work in connection with Claims including the preparation of checks drawn on the account or accounts established by, or at the direction of, Client;
- 3.1.9 assist in connection with Client's selection of defense counsel to defend Qualified Claims or losses, if requested by Client;
- 3.1.10 assist Client's selected defense counsel in preparing the defense of litigated Claims, negotiating settlements, and pursuing subrogation or contribution actions;
 - a. oversee the treatment programs recommended for Claimants by physicians, medical specialists, and other health care providers by reviewing all reports prepared by such providers and maintaining such contact with such providers as may be appropriate in the judgment of IHI; and
 - b manage the medical treatment in accordance with Insurance Program;
- 3.1.11 prepare and file on behalf of Client all forms related to the processing of Claims that are required by the Insurance Program or government agencies except for MMSEA filings which shall remain the responsibility of the Client;

- 3.1.12 provide Client with standard computerized reports, including, but not limited to, monthly loss run and payment registers, and statistical reports; if additional reports, special reports, conversion or special programming or information is needed, the cost payable by Client for such additional items will be limited to costs actually incurred by IHI to prepare such items; Client may specify from the list of available reports which reports will be sent to them on a regular basis;
- 3.1.13 provide initial claims forms packets as deemed appropriate by IHI for efficient administration of Claims in compliance with the Insurance Program; and
- 3.1.14 comply with Client's service instruction guidelines for the administration of the Services as such Services are set forth in this Agreement.
- 3.2 <u>Medical Expense Control and Managed Care.</u> IHI shall provide information to ill or injured Claimants regarding the benefits available under the Insurance Program and counsel any Claimants who wish to obtain the assistance of third parties for work-related illnesses or injuries.
- 3.3 Claims Counseling. IHI shall:
 - 3.3.1 consult with key personnel of Client on the establishment and coordination of necessary procedures and practices to meet any needs of Client with respect to the administration and processing of Claims;
 - 3.3.2 participate in the orientation of Client's personnel who are directly or indirectly involved in the processing of Claims;
 - 3.3.3 provide information on changes or proposed changes in legislation, rules or regulations affecting the responsibility of Client with respect to Claims; and
 - 3.3.4 review the development of the Insurance Program periodically with representatives of Client in order to identify problems and recommend corrective action.
 - 3.3.5 provide training sessions annually to the Client including Basic Workers' Compensation Guidelines and Fraud Detection.
- 3.4 Medical Control Services. IHI shall:
 - 3.4.1 assist Client, where permitted, in the selection of (a) a medical provider network and panel of physicians or other health care providers to initially treat Claimants and (b) a medical provider network and panel of medical specialists to provide long-term or specialty care;

- 3.4.2 where appropriate, assist Client with the interpretation of medical reports to consider the circumstances under which an ill or injured Claimant, who desires to do so, could return to work in the shortest period of time;
- 3.4.3 endeavor to utilize telephonic medical case management services when warranted using IHI's Managed Care Division, InterMed; and
- 3.4.4 adjudicate medical/provider billings in accordance with a fee schedule comparable to the Official Medical Fee Schedule or Client's direct contract(s) with provider(s) using InterMed.
- 3.5 Medical Management Services. IHI, through its Managed Care Division, InterMed Cost Containment services, shall provide:
 - 3.5.1 new Claim intake and triage services;
 - 3.5.2 PPO network direction and negotiation;
 - 3.5.3 utilization review;
 - 3.5.4 surgical pre-certification;
 - 3.5.5 disability management; and
 - 3.5.6 telemedicine program if applicable.
- 3.6 Standard <u>Bill Review Services</u>. IHI, through its Managed Care Division, InterMed Cost Containment services, shall provide:
 - 3.6.1 line-by-line audit of all codes being billed;
 - 3.6.2 auto adjudication;
 - 3.6.3 outpatient audits, including all ambulatory surgical services;
 - 3.6.4 inpatient fee schedule audits and reviews;
 - 3.6.5 medical/legal line-by-line audits of all services; and
 - 3.6.6 comply with Statutory regulation by integrating data feeds from the bill review application and claims management system into the applicable jurisdiction's electronic data interface (EDI) feed to comply with the EDI mandate for medical bill/payments.

3.7 MMSEA Mandatory Reporting

- 3.7.1 Help Client comply with the MMSEA Section 111 Medicare Secondary Payer Mandatory Reporting Requirement by collecting the injured worker's legal name, social security number, gender, date of birth;
- 3.7.2 Assist in the completion of the Client's Responsible Reporting Entity ("RRE") set-up process with Benefit Coordination and Recovery Center ("BCRC") and testing to allow monthly eligibility query and determine a Medicare beneficiary's healthcare identification number ("HICN"); and
- 3.7.3 Enable Client to comply with the quarterly reporting requirement of eligible Medicare beneficiaries provided RRE appropriately complied with the registration process.
- 3.8 Additional <u>Services</u>. IHI shall periodically meet with Client and IHI shall agree to provide such additional claim administration services as may be required from time to time for such additional Service Fees as may be agreed upon.
- 3.9 <u>IHI shall be available to discuss the Program with CLIENT monthly and to provide standard loss reports at each of these meetings as may be reasonably requested.</u>
- 4 <u>Client Obligations to IHI</u>. Client agrees to undertake and perform all of the following tasks:
 - 4.1 Client shall pay IHI the fees and related expenses as provided herein per the terms of Exhibit A attached hereto and incorporated herein.
 - 4.2 encourage all employees to promptly report all relevant injuries or illnesses in writing to IHI;
 - 4.3 promptly forward the form Employer's Report of Injury or Illness or similar document, all letters, correspondence, or any other information, whether oral or written, received by Client which is or could be relevant to the efficient and proper handling of any Claim;
 - 4.4 fully cooperate with IHI in the performance of this Agreement;
 - 4.5 provide IHI with any necessary data within Client's possession or control to enable IHI to perform under this Agreement; and
 - 4.6 establish a zero balance account to pay claim related expenses in a timely manner.
 - 4.7 Client shall contract directly with a prescription benefit management service, and such provider shall be capable of providing electronic data which is compatible with IHI's electronic claims record system

- 5 Discretionary Disbursement Authority Limit of IHI.
 - 5.1 Disbursements. The aggregate limit on any discretionary payment by IHI for a Claim together with the individual Allocated Loss Expenses shall be \$ 2,500. Client may increase this amount at any time upon giving prior written notice to IHI. It is agreed that IHI shall have full financial authority and control in all matters pertaining to the payment, processing, investigation and administration of Claims within the limits established by this Section.
 - 5.2 Settlement Authority. IHI shall request authorization from Client prior to any settlement.
 - 5.3 IHI Funds. It is expressly understood that IHI shall not be required to (a) advance IHI's own funds to pay Claims or Allocated Loss Expenses or (b) perform any Services hereunder if Client fails to provide adequate funds or funds in a timely manner as herein set forth.

6 Termination and Cancellation

- 6.1 Termination.
 - 6.1.1 Breach. If IHI or Client fails to comply with or perform when due any term or condition of this Agreement, the other party shall notify the defaulting party of its default in writing, and the defaulting party shall have ninety days to cure the default; provided, however, notwithstanding the foregoing, Client shall be required to cure any default relating to the payment of Service Fees within thirty days of its due date. If the default is not so cured to a reasonable degree, the non-defaulting party may declare, in writing and without further notice, that this Agreement is terminated. Additionally, this Agreement shall terminate immediately, upon written notice of either party to the other party, in the event of the passage of a law or promulgation of a regulation or an action or investigation by any regulatory body which would (a) materially and adversely affect such party's rights and obligations hereunder or (b) prohibit the relationship between the parties or the operations of the parties hereunder.
 - 6.1.2 Without <u>Cause</u>. Client and IHI will have the right to terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate pursuant to this provision, specifying the date of termination. Client will pay to IHI the compensation earned for work or services performed and not previously paid for through the date of closing.
 - 6.1.3 No Effect. Termination of this Agreement shall have no effect on the rights and obligations of the parties arising out of any transaction occurring on or prior to the date of such termination. Client shall continue to fulfill its obligations to IHI under this Agreement that is pending on the date of termination. And IHI shall continue to fulfill its obligations to Client under this Agreement that are pending on the date of

termination.

- 6.1.4 Bankruptcy. Either party may terminate this Agreement immediately upon written notice to the other party in the event that (a) the other party files a petition for reorganization under the provisions of federal bankruptcy laws or similar laws of another jurisdiction, (b) a receiver of all or substantially all of the property of the other party is appointed and not removed within thirty days, (c) the other party's business is no longer Solvent or (d) the other party is convicted of fraud, embezzlement or other
- 6.1.5 Options on Termination. Once Services are commenced by IHI hereunder for a Claim, they shall continue until the Claim is finally closed or until this Agreement expires, cancels or terminates, whichever occurs first. In the event of any expiration, cancellation or termination of this Agreement, IHI will, upon request from Client and at Client's expense, promptly transfer all pending and closed Claims to either Client or another administrator.

6.1.6 Termination Transfer Policy.

- a. Post-Termination Processing of Claims. If requested by Client, IHI shall continue to process any qualified claims or losses remaining open at the termination plus any other claims received with occurrence dates that fall within the period or periods of this Agreement provided that the Client shall continue to make adequate funds available for the payment of such qualified claims or losses and any allocated loss expenses. The additional administrative fee(s) for this service shall be negotiated and agreed to prior to the effective date of termination.
- b. Post-Termination File Maintenance/Disposal. Upon cancellation of this Agreement, IHI shall deliver, at Client's sole cost, the files IHI has maintained for qualified claims or losses except those IHI will continue to process (but not including any computer hardware, firmware, software or proprietary information of IHI); provided, however, as follows:
 - i. Claims Data. Upon request of Client, IHI shall additionally provide file information using computer disks, flash drives, or secure file transfer protocol (SFTP). All data transfer will be encrypted using shared keys. The selection of usage of computer disks, flash drives, or SFTP shall be at the discretion of IHI. Such disks, flash drives, or SFTP transfer shall be produced at the sole expense of the Client.
 - ii. Continued Inspections. IHI or its agents, employees or attorneys shall continue to be entitled to inspect such files and make copies or extracts there from.
 - iii. Option to Retain or Destroy. IHI shall give Client thirty (30) days prior written notice of its intent to transfer files to Client. If Client does not agree to accept these files within such period, the files will be retained for an additional

- ninety (90) days or destroyed at IHI option. The Client shall have no recourse against IHI for failure to retain or the destruction of the files.
- iv. Client Records. On termination of this Agreement, IHI shall promptly surrender to the Client all records that in any way pertain to the business of the Client or to any of its members, including claims, files, invoices, manuals, and other written, printed, or computer-stored information pertaining to the Client. It is agreed that the Client owns all records that in any way pertain to the business of the Client. Client shall be responsible for all cost related to the transfer of records.
- 7 <u>Practice of Law</u>. It is understood and agreed that IHI shall not perform, and Client will not request performance of any services by IHI that may constitute the unauthorized practice of law.

8 Indemnification.

- 8.1 Each party shall indemnify, defend and hold the other party harmless from and against all claims, demands, actions, causes of action, liabilities, losses, damages, fines, fees, assessments, arbitrations, investigations, settlements, lawsuits or other proceedings, any and all appeals therefrom and the costs and expenses incurred in connection therewith, including attorney's fees, arising from or related to the sole negligence, error or omission, gross negligence or willful misconduct of the party under this Agreement.
- 8.2 Notice to Indemnifying Party. If a party (the "Indemnitee") receives written notice of any claim or the commencement of any action or proceeding with respect to which another party (the "Indemnifying Party") is obligated to provide indemnification, Indemnitee shall:
 - a. provide the Indemnifying Party written notice thereof,
 - b. tender control of the defense of the indemnified claim to the Indemnifying Party and once tender of control of the defense occurs, the indemnifying party shall make no settlement, compromise or otherwise resolve the claim in any manner which would injure in any way, the Indemnitee, and
 - c. not settle or otherwise resolve the indemnified claim without the prior written consent of the Indemnifying Party. In any event, the Indemnitee and the Indemnifying Party shall cooperate in the compromise of, or defense against, any such claim.
- 8.3 <u>Determination of Defense and Indemnity Obligations</u>. The Client and IHI agree that a determination of the defense and indemnity obligations as set forth in this Provision shall be based upon the following:
 - 8.3.1 If the conduct complained of involves any alleged act, error or omission, including any intentional tort, willful misconduct, negligence or gross negligence by Client or its affiliated companies, or its directors, officers, or employees, under the terms of this

Service Agreement, including any allegations, demands, actions, damage, loss, costs and/or expenses whatsoever, as specified above, under this Service Agreement Client shall defend and indemnify Intercare as set forth above. In such event, Client shall have the right to select, with the prior consent of Intercare, such consent not to be unreasonable withheld, the attorneys to conduct the defense and Client and such attorneys shall have the right to direct the conduct of said defense.

- 8.3.2 If the conduct complained of involves any alleged act, error, or omission, including any intentional tort, willful misconduct, negligence or gross negligence by Intercare or its directors, officers, or employees, arising out of or in any way related to Intercare's obligations under the terms of this Service Agreement, other than any action taken by Intercare for or at the specific direction of Client, including any allegations, demands, actions, damage, loss, costs and/or expenses whatsoever, as specified above, under this Agreement, Intercare shall defend and indemnify Client as set forth above. In such event Intercare shall have the right to select, with the prior consent of Client, such consent not to be unreasonably withheld, the attorneys to conduct the defense and Intercare and such attorneys shall have the right to direct the conduct of such defense.
- 8.3.3 If the alleged wrongful conduct cannot be determined from the allegations as pleaded, each party shall defend itself until the conduct complained of is clarified during the course of the litigation, at which time the defense and indemnity obligation shall promptly be determined in accordance with the terms of this provision; provided, however, in the event it is determined that one party is obligated to indemnify the other party, the party shall promptly reimburse other party for any fair and reasonable fees and expenses incurred by the other party up to the time of such determination.

9 IHI Claim Administration Standards.

- 9.1 Claim Files. All Claim Files shall be available for review by Client during business hours.
- 9.2 <u>Reports.</u> Subject to the accuracy of the information provided to IHI, IHI agrees that loss reports provided to Client shall be accurate in all material respects, including, but not limited to, total Claim value, payments made to date and allocation to the proper Client facility.
- 9.3 <u>Diary System</u>. IHI shall utilize a computer generated diary system to provide ongoing file maintenance and facilitate review.
- 9.4 <u>Service Instruction Guidelines</u>. IHI and Client shall develop and maintain a Service Instruction Guideline to supplement the contract as a working document outlining the ongoing service instructions to be followed by IHI and the claims team.
- 9.5 Prompt Payments. Client agrees to report all Claims to IHI within five days of Client's

knowledge of such Claim. IHI agrees to make every reasonable commercial effort to disburse disability payments within fourteen days of the date on which IHI receives a report indicating that disability payments are due.

- 9.6 <u>Reserve Analysis.</u> IHI agrees to complete a reserve analysis worksheet for each Indemnity Claim when initially reported. Full reviews may also be performed whenever additional material information is received by IHI. IHI's current policy is to reserve sufficient sums to cover all probable expenditures and in accordance with Self-Insured Plans Guidelines with respect to a Claim.
- 9.7 <u>Investigation.</u> IHI agrees that all compensability investigations will be performed and completed within ninety days of IHI's knowledge of the questionable Claim.
- 9.8 <u>Permits/Licenses</u>. IHI agrees to obtain and maintain all material permits and licenses as required by law for the performance of the Services.
- 9.9 Contact. IHI shall endeavor to complete three point contacts (physician, employer, and employee) by telephone or mail within two business days of receipt of a Claim.
- 10 <u>Insurance</u>. IHI shall maintain the following minimum insurance coverages during the term of this Agreement:
 - 10.1 Workers' compensation at the statutory minimums;
 - 10.2 Comprehensive general liability with a minimum of \$1,000,000 combined single limit per occurrence and no aggregate limit;
 - 10.3 Professional liability/errors and omissions insurance with limits of \$1,000,000 per claim; and
 - 10.4 Comprehensive liability umbrella providing \$4,000,000 coverage excess of primary.
- 11 <u>Waiver of Requirement to Exhaust Court Remedies</u>. Client hereby expressly waives application of the doctrines of exhaustion of remedies, abstention, or comity and all other rights that might otherwise require that claims against Client, to the extent related to or arising hereunder, be heard in any court or other forum.
- Agreement to Arbitration. The parties hereto agree that any dispute or claim that is directly or indirectly related to the Agreement, whether arising as a matter of tort, contract or otherwise, shall be resolved by binding arbitration under the commercial arbitration rules of the American Arbitration Association ("AAA"). An arbitration proceeding may be commenced only upon the filing with the AAA of a Statement of Claim (within the meaning of the AAA rules) and serving a copy thereof on the other party. The hearing on the arbitration shall be held in Los Angeles County, and commence and be completed no more than thirty days after the close of discovery, and the arbitrator shall render an award in writing within thirty days of the completion of the hearing,

which shall contain findings of facts and conclusions of law. Any arbitrator appointed hereunder may award interim injunctive relief before the final arbitration award. Any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator. Notwithstanding anything to the contrary in this Agreement of the applicable arbitration rules, in the event of a dispute subject to arbitration, each party shall bear its own fees and costs and the costs of arbitration shall be shared equally between the parties.

Consent to Federal Bankruptcy Jurisdiction. In the event that either party is not Solvent, such party agrees to and does hereby voluntarily and irrevocably submit itself to the subject matter jurisdiction, personal jurisdiction and service of process of the federal bankruptcy laws of the United States of America, as well as to the United States Bankruptcy Court of the Central District of California.

14 General Provisions.

14.1 <u>Notices</u>. All notices that may be or are required to be given under this Agreement shall be sent to the respective parties at the address set forth below. Either party may change the places to which such notices are to be sent from time to time by a written notice as herein provided:

Provider

Intercare Holdings Insurance Services, Inc. 6020 West Oaks, Suite 100 Rocklin, CA 95675

Attn: Chief Operating Officer

Client

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

Attention: Mariam Lee Ko, Human Resources Manager

14.2 <u>Force Majeure</u>. Except for payment obligations hereunder, no party shall be liable for failure to perform any of its obligations under this Agreement to the extent that such breach is caused by circumstances beyond such party's reasonable control, including, without limitation, acts of God, civil disturbances, natural disasters, or actions or decrees of governmental bodies. Upon the occurrence of any such event, the affected party immediately shall give notice to the other party and shall use reasonable commercial efforts to resume performance.

- 14.3 <u>Severability</u>. The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision. The provisions of this Agreement are severable and if any one or more such provisions shall be determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions thereof shall not in any way be affected or impaired thereby and shall nevertheless be binding between the parties hereto. Any such invalid, illegal or unenforceable provision or portion thereof shall be changed and interpreted so as to best accomplish the objectives of such provision or portion thereof within the limits of applicable law or applicable court decisions.
- 14.4 <u>Waiver</u>. A waiver of a breach of any term of this Agreement must be in writing and shall not be construed as a waiver of any succeeding breach of that term or as a waiver of the term itself. A party's performance after another's breach shall not be construed as a waiver of that breach. No failure or delay by a party to enforce or take advantage of any provision or right under this Agreement shall constitute a subsequent waiver of that provision or right, nor shall it be a waiver of any of the other terms and conditions of this Agreement.
- 14.5 <u>Assignment</u>. Neither party shall assign this Agreement or any rights hereunder, by law nor <u>otherwise</u>, without the other party's prior written consent; In the case of any permitted assignment or transfer of or under this Agreement, this Agreement or relevant provisions shall be binding upon, and inure to the benefit of, the successors, representatives, administrators and assigns of the parties hereto. All purported assignment or transfers in violation of this Section shall be null and void.
- 14.6 <u>Non-Solicitation</u>. After contract termination or cancellation of the Agreement for any reason, each party agrees to not solicit or hire any of the other party's employees for a period of twelve months post termination.
- 14.7 <u>Headings</u>. Headings used in this Agreement are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section or in any way affect this Agreement.
- 14.8 Records. Subject to section 7b(iii) herein, the parties hereto shall maintain adequate records relating to the business contemplated hereunder in accordance with their respective customary practices and applicable law. Such records shall be maintained for a period of at least three years. Each party hereto, their authorized representatives and appropriate federal and regulatory agencies will have the right, at all reasonable times and to the extent permitted by law, to inspect and duplicate all such records; provided, however, that such examinations shall be carried out in a manner that reasonably protects the confidentiality of individual medical information. The obligation to maintain such records and provide such information shall not terminate upon the termination of this Agreement. IHI agrees that it will not use the records of Client's policy holders in the marketing of any form of insurance coverage without Client's prior written consent.

- 14.9 Governing Law and Consent to Jurisdiction. The parties hereto agree that this Agreement shall be interpreted and construed in accordance with the laws of the State of California, and that the substantive law to be applied in any arbitration shall be the substantive law of said state, each without regard to conflict of laws principles. The parties further agree to and do hereby voluntarily submit themselves to the subject matter jurisdiction, personal jurisdiction, service of process, and venue of the AAA arbitration, as well as to the Superior Court of Los Angeles for the sole purpose of compelling arbitration or enforcing any arbitration award.
- 14.10 <u>Independent Contractors</u>. The parties to this Agreement are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement. No party has the authority to contract for or bind the others in any manner whatsoever. This Agreement confers no rights upon a party except those rights expressly granted herein.
- 14.11 Entire Agreement. This Agreement sets forth the entire understanding and agreement of the parties and any and all previous agreements or understandings, whether oral or written, that are inconsistent with or additional to any of the various terms and conditions herein set forth are hereby canceled and rendered null and void. No agreement or understanding to modify this Agreement shall be binding upon a party unless agreed to in writing by an officer of each party authorized to bind such party.
- 14.12 <u>Counterparts</u>. This Agreement may be executed in counterparts with the same force and effect as if each of the signatories had executed the same instrument. If the Agreement is executed in counterparts, no signatory hereto shall be bound until both parties named below have duly executed or caused to be executed a counterpart of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and date first above written.

City of South Pasadena	Intercare Holdings Insurance Services, Inc.
Ву	Ву
Elaine Aguilar	Agnes Hoeberling
Interim City Manager	Chief Operating Officer
Date	Date
	Ву
	Cheryl Mandich
	Corporate Controller
	Date

EXHIBIT A – FEE SCHEDULE

Services	Year 1	Option Year 2	Option Year 3
Claims Administration:	Annual Per Claim Fee		
Incident Only	\$25.00	\$26.00	\$27.00
Medical Only	\$160.00	165.00	\$170.00
Indemnity	\$1,375.00	\$1,416.00	\$1,466.00
Utilization Review:	Hourly Rates, billed in 15-minute increments		
Level 1 – Adjuster	No Charge	No charge	No charge
Level 2 – Nurse	\$95.00	\$98.00	\$100.00
Level 3 – Medical Advisor	\$225.00	\$232.00	\$240.00
Specialty Peer Review	\$300.00	\$309.00	320.00
Telephonic Case Management	\$95.00	\$98.00	\$100.00
Bill Review Services:			
Flat Fee inclusive of PPO Access Fee	\$16.00	\$16.50	\$17.00

Assumption:

- 1. The per claim annual fee assumes a new claim frequency of 12 claims minimum per year based on the last 3 year history.
- 2. Average caseload of 150 indemnity claim per adjuster.
- 3. Bundled program using InterMed Cost Containment Services, an Intercare sister-company for managed care services.

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:

June 21, 2017

TO:

Honorable Mayor and City Council

VIA:

Elaine Aguilar, Interim City Manager

FROM:

Paul Toor, Public Works Director

Kristine Courdy, P.E., Public Works Operations Manager

SUBJECT:

Award of a Contract Amendment with Great Match Consulting

to Provide Supplemental Staffing on an As-Needed Basis

Recommendation

It is recommended that the City Council authorize the City Manager to execute a contract amendment with Great Match Consulting to extend the existing Agreement Term until June 30, 2018 and for an additional not-to-exceed amount of \$40,000 to provide supplemental staffing on an as-needed basis.

Fiscal Impact

There are sufficient funds available in the Public Works Operations budget for the Fiscal Year 2017-18 to cover these services.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

The Public Works Department (Department) has initiated an aggressive maintenance program of its streets, storm drains, sewers, sidewalks, as well as the upkeep of its urban forestry. The Public Works Operation Division has limited staffing to address the day to day work load even though the ongoing Department practice is to cross train employees so they can fill in the gaps in various Divisions when necessary. There are times when supplemental staffing is needed, and from time to time, staff is faced with additional work that cannot be completed in a timely fashion with the current workforce.

In addition, it is essential to have a standby work force available to assist City of South Pasadena (City) staff in the event of heavy winds, rainfall, or for urgent repairs that may be necessary. By having the ability to call upon supplemental staffing on an as-needed basis, a valuable resource will be available.

Contract Amendment to Great Match Consulting for As-Needed Temporary Staffing Support June 21, 2017
Page 2 of 2

The City will only pay the hourly rate for any temporary worker hired, and Great Match Consulting will be responsible for all payroll taxes, workers' compensation insurance, along with all required deductions as required by law, as well as employee benefits. Records of all these deductions and benefits will be maintained by Great Match Consulting.

Analysis

In August 2015, staff contacted three (3) agencies that specialize in providing individuals who possess the desired skills required to assist the Department. This information was presented to the City Council on September 15, 2015, and the City Council approved an agreement with Great Match Consulting based on a favorable hourly rate and a proven track record with the City.

Great Match Consulting is responsible for all payroll related matters including all deductions as required by law. They will also handle all workers' compensation requirements, and will provide liability insurance naming the City as additionally insured on its insurance policy as set forth in the agreement attached herewith.

Their past performance in recruiting, screening, reference checking, and testing personnel have proven effective at providing City staff with individuals capable of undertaking and successfully completing the tasks required. Additionally, with offices located within South Pasadena, a quick response time to any requests that might arise is expected.

On October 5, 2016, the City Council approved a contract with Great Match Consulting to provide supplemental staffing on an as-needed basis. That contract was for services through June 30, 2017 and allowed a provision for a one year extension. The firm is willing to provide the services for FY 2017-18 at the same hourly rate under the same terms and conditions. Therefore, it is prudent and staff recommends that a contract amendment be executed with Great Match Consulting for continuing temporary staffing service on an as-needed basis.

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. Proposed Great Match Consulting Contract Amendment
- 2. Existing Great Match Consulting Agreement

ATTACHMENT 1

Proposed Great Match Consulting Contract Amendment

FIRST AMENDMENT TO AGREEMENT FOR SERVICES

THIS AMENDMENT ("Amendment") is made and entered into on the 21st day of June, 2017, by and between the CITY OF SOUTH PASADENA ("City") and GREAT MATCH CONSULTING ("Consultant").

RECITALS

WHEREAS, on October 5, 2016, the City and Consultant entered into an Agreement to provide as-needed interim staffing, in order to assist City crews with additional work as required; and

WHEREAS, the Term of the Agreement is through June 30, 2017, with the option of authorizing the City Manager to extend the agreement for one (1) extension of one (1) year under the same terms and conditions as prescribed in the Agreement; and

WHEREAS, the Payment for Services in the Agreement shall not exceed the authorized amount of \$40,000 unless the City has given specific advance approval in writing; and

WHEREAS, the City and Consultant desire to extend the agreement for one (1) additional year as authorized in the Agreement; and

WHEREAS, the Payment for Services for the extended term shall be increased by an amount not to exceed \$40,000 unless the CITY has given specific advance approval in writing.

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

- 1. PAYMENT FOR SERVICES. Section 4 of the Agreement still applies to this amendment, and all terms and conditions of this section remain intact. The total fee for these services shall not exceed the authorized amount of \$80,000 (which includes the compensation for the original scope of services of \$40,000, and the compensation for the additional scope of services in the amount of \$40,000.)
- 2. CONSULTANT SERVICES. That the scope of services of the Agreement remains the unchanged as part of this amendment.
- 3. TERM. The term of this Agreement shall be extended from June 30, 2017 to June 30, 2018 or when the work is satisfactorily completed, whichever occurs first, or unless extended by a supplemental amendment.

TO EFFECTUATE THIS AMENI representatives to execute this Amenda	DMENT , the parties have caused their duly authorized ment on the dates set forth below.		
"CITY"	"CONSULTANT"		
City of South Pasadena	Great Match Consulting		
By:			
Signature	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:	•		

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

4.

effect.

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ATTACHMENT 2Existing Great Match Consulting Agreement

AGREEMENT FOR SERVICES

THIS AGREEMENT ("Agreement") is made as of this 5th day of October, 2016 by and between the CITY OF SOUTH PASADENA ("City") and GREAT MATCH CONSULTING ("Consultant").

- CONSULTANT'S SERVICES. Consultant agrees to perform during the term of this
 Agreement, the tasks, obligations, and services set forth in the "Scope of Services"
 attached to and incorporated into this Agreement as Exhibit A (the "Services").
 Contractor shall not assign any employee with previously earned California Public
 Employees Retirement System ("CalPERS") retirement benefits to provide services
 to the City, or permit any of its employees to individually exceed an average of 19
 hours per week of service in the performance of this Agreement within a six month
 period.
- 2. TERM OF AGREEMENT. The term of this Agreement shall be from the effective date pursuant to Paragraph "38" of this Agreement and shall end on June 30, 2017 or when the work is satisfactorily completed, whichever occurs first, unless extended by a supplemental agreement. The executed agreement will be for a period of one year, and the City Manager may extend this agreement at his discretion for one (1) extension of one (1) year under the same terms and conditions.
- 3. FAMILIARITY WITH WORK. By execution of this Agreement, Consultant warrants that:
 - (1) It has thoroughly investigated and considered the work to be performed, based on all available information; and
 - (2) It carefully considered how the work should be performed; and
 - (3) It fully understands the difficulties and restrictions attending the performance of the work under this Agreement; and
 - (4) It has the professional and technical competency to perform the work and the production capacity to complete the work in a timely manner with respect to the schedule included in the scope of services.
- 4. PAYMENT FOR SERVICES. City shall pay for the services performed by Consultant pursuant to the terms of this Agreement, the compensation set forth in the "Schedule of Compensation" attached to and incorporated into this Agreement as Exhibit B The fees for services shall not exceed the authorized amount of \$40,000 unless the CITY has given specific advance approval in writing.
- 5. TIME FOR PERFORMANCE. Consultant shall not perform any work under this Agreement until (a) Consultant furnishes proof of insurance as required under

- Paragraph "8" of this Agreement. All services required by Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.
- 6. DESIGNATED REPRESENTATIVE. Consultant hereby designates Georginna Ramos as the Consultant Representative, and said Representative shall be responsible for job performance, negotiations, contractual matters, and coordination with the City. Consultant's professional services shall be actually performed by, or shall be immediately supervised by, the Consultant Representative.
- 7. HOLD HARMLESS; INDEMNIFICATION. Consultant hereby agrees to protect, indemnify and hold City and its employees, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees and other expenses incurred by the City arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of the negligent acts, recklessness or willful misconduct of Consultant in the performance of its services under this Agreement. This provision is not intended to create any cause of action in favor of any third party against Consultant or the City or to enlarge in any way the Consultant's liability but is intended solely to provide for indemnification of the City for liability for damages or injuries to third persons or property arising from Consultant's negligent performance hereunder.
- 8. INSURANCE. Consultant shall procure and maintain at all times during the term of this Agreement insurance as set forth in Exhibit "C" attached hereto. Proof of insurance shall consist of a Certificate of Insurance provided on IOS-CGL form No. CG 00 01 11 85 or 88 executed by Consultant's insurer and in a form approved by the City's City Attorney.
- LICENSES, PERMITS, AND FEES. Consultant shall obtain a City of South
 Pasadena Business License and any and all other permits and licenses required for the
 services to be performed under this Agreement.
- 10. INDEPENDENT CONTRACTOR STATUS. City and Consultant agree that Consultant, in performing the Services herein specified, shall act as an independent Contractor and shall have control of all work and the manner in which it is performed. Consultant shall be free to contract for similar services to be performed for other entities while under contract with City. Consultant is not an agent or employee of City, and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides for its employees. Consultant shall be responsible to pay and hold City harmless from any and all payroll and other taxes and interest thereon and penalties, therefore, which may become due as a result of services performed hereunder.

- 11. ASSIGNMENT. This Agreement is for the specific services with Consultant as set forth herein. Any attempt by Consultant to assign the benefits or burdens of this Agreement without written approval of City is prohibited and shall be null and void; except that Consultant may assign payments due under this Agreement to a financial institution.
- 12. STANDARD. Consultant agrees that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily provided by an experienced and competent professional organization rendering the same or similar services. Consultant shall re-perform any of said services, which are not in conformity with standards as determined by the City.
- 13. CONFIDENTIALITY. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that 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 written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.
- 14. RECORDS AND INSPECTIONS. Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Consultant shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours. Consultant shall also provide the City with a quarterly report documenting the the man power Consultant has assigned in compliance with Section 1 of this Agreement regarding limitations on PERS membership eligibility.
- 15. OWNERSHIP OF CONSULTANT'S WORK PRODUCT. All reports, documents, all analysis, computations, plans, correspondence, data, information, computer media, including disks or other written material developed and/or gathered 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. Such Material shall not be the subject of a copyright application by Consultant. Any re-use by City of any such materials on any project other than the project for which they were prepared shall be at the sole risk of City unless City compensates Consultant for such use. Such work product shall be transmitted to City within ten (10) days after a written request therefore. Consultant may retain copies of such products.
- 16. NOTICES. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:

City:

Sergio Gonzalez, City Manager

City of South Pasadena 1414 Mission Street

South Pasadena, CA 91030

Contractor:

Ms. Georginna Ramos 1510 Oxley Street #G SOTH Pasadena, CA, 91030

If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said changes.

- 17. TAXPAYER IDENTIFICATION NUMBER. Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service.
- 18. APPLICABLE LAWS, CODES AND REGULATIONS. Consultant shall perform all services described in accordance with all applicable laws, codes and regulations required by all authorities having jurisdiction over the Services. Consultant agrees to comply with prevailing wage requirements as specified in the California Labor Code, Sections 1770, et seq.
- 19. RIGHT TO UTILIZE OTHERS. City reserves the right to utilize others to perform work similar to the Services provided hereunder.
- 20. BENEFITS. Consultant will not be eligible for any paid benefits for federal, social security, state workers' compensation, unemployment insurance, professional insurance, medical/dental, California Public Employees Retirement System ("PERS") or fringe benefits offered by the City of South Pasadena.
- 21. PERS ELIGIBILITY INDEMNITY. 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 the 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.

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.
- 22. TRAVEL/EXPENSES. Any reimbursement expenses must be pre-authorized and shall be based upon the approved rates of L.A. County Auditor-Controller.
- 23. CONFLICT OF INTEREST. Consultant agrees that any conflict or potential conflict of interest shall be fully disclosed prior to execution of contract and Consultant shall comply with all applicable federal, state and county laws and regulations governing conflict of interest.
- 24. ECONOMIC INTEREST STATEMENT. Consultant hereby acknowledges that pursuant to Government Code Section 87300 and the Conflict of Interest Code adopted by City hereunder, Consultant is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advise under this Agreement, prior to the commencement of work.
- 25. POLITICAL ACTIVITY/LOBBYING CERTIFICATION. Consultant may not conduct any activity, including any payment to any person, officer, or employee of any governmental agency or body or member of Congress in connection with the awarding of any federal contract, grant, loan, intended to influence legislation, administrative rulemaking or the election of candidates for public office during time compensated under the representation that such activity is being performed as a part of this Agreement.
- 26. NON-DISCRIMINATION. 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, national origin, ancestry, age physical or mental handicap, medical condition, or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.
- 27. AUDIT OR EXAMINATION. Consultant shall keep all records of funds received from City and make them accessible for audit or examination for a period of three years after final payments are issued.
- 28. MODIFICATION OF AGREEMENT. This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties.
- 29. WAIVER. If at any time one party shall waive any term, provision or condition of this Agreement, either before or after any breach thereof, no party shall thereafter be deemed to have consented to any future failure of full performance hereunder.

- 30. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.
- 31. RIGHT TO TERMINATE. City may terminate this Agreement at any time, with or without cause, in its sole discretion, with thirty (30) days written notice.
- 32. EFFECT OF TERMINATION. Upon termination as stated in Paragraph "31" of this Agreement, City shall be liable to Consultant only for work performed by Consultant up to and including the date of termination of this Agreement, unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant shall be entitled to payment for work satisfactorily completed to date, based on proration of the monthly fees set forth in Exhibit "B" attached hereto. Such payment will be subject to City's receipt of a close-out billing.
- 33. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.
- 34. LITIGATION FEES. Should litigation arise out of this Agreement for the performance thereof, the court shall award costs and expenses, including attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule but shall award the full amount of costs, expenses and attorney's fees paid and/or incurred in good faith. "Prevailing Party" shall mean the party that obtains a favorable and final judgment or order from a court of law described in paragraph "33." This paragraph shall not apply and litigation fees shall not be awarded based on an order or otherwise final judgment that results from the parties' mutual settlement, arbitration, or mediation of the dispute.
- 35. SEVERABILITY. If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.
- 36. FORCE MAJEURE. The respective duties and obligations of the parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.
- 37. INTEGRATED AGREEMENT. This Agreement, together with Exhibits "A," "B" and "C" supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement

acknowledges that no representation by any party, which is not embodied herein, nor any other agreement; statement or promise not contained in this Agreement shall be valid and binding. Any modification of the Agreement shall be effective only if it is in writing and signed by all parties.

38. EFFECTIVE DATE. The effective date of this Agreement is the date the Notice to Proceed is received by Consultant, and shall remain in full force and effect until amended or terminated.

Dated: 10-5-16	"CITY"
	By: Sergio Gonzalez, City Manager
Dated: 10-5-2016	"CONSULTANT"
	By: Georginna Ramos

APPROVED AS TO FORM:

Teresa L. Highsmith, City Attorney

Evelyn G. Zneither, City Glerk

EXHIBIT "A"

SCOPE OF SERVICES

The work included as part of this agreement shall be for additional as-needed interim work, in order to assist City crews when additional staffing is required. The work shall consist of manual labor, and no special skills requiring licenses and/or certificates will be necessary. The temporary as-needed workers will only be called upon when additional work is created from unforeseen conditions, which necessitates additional labor to assist the City in maintaining its infrastructure and facilitates. Contractor shall not assign any employee with previously earned California Public Employees Retirement System ("CalPERS") retirement benefits to provide services to the City, or permit any of its employees to individually exceed an average of 19 hours per week of service in the performance of this Agreement within a six month period.

The description of work for these as-needed workers shall include but not limited to the following tasks: Assist City crews with storm drain cleaning, sidewalk repairs, removal of trash and removal of tree trimmings from City streets.

EXHIBIT "B"

SCHEDULE OF COMPENSATION

- I. AMOUNT OF COMPENSATION. For performing and completing all services pursuant to Exhibit "A" Scope of Services, is for a total amount not to exceed \$40,000.
- II. BILLING. At the end of each calendar month in which services are performed or expenses are incurred under this Agreement, Contractor shall submit an invoice to the City at the following address:

Public Works Director City of South Pasadena 1414 Mission Street South Pasadena, CA 91030

The invoice submitted pursuant to this paragraph shall show the:

- 1) Purchase order number;
- 2) Project name/description;
- 3) Name and hours worked by each person who performed services during the billing period;
- 4) The title/classification under which they were billed;
- 5) The hourly rate of pay;
- 6) Actual out-of-pocket expenses incurred in the performance of services; and,
- 7) Other such information as the City may reasonably require.
- III. METHOD OF PAYMENT. Payment to Contractor for the compensation specified in Section I, above, shall be made after the City Manager or designee determines that the billing submitted pursuant to Section II, above, accurately reflects work satisfactorily performed. City shall pay Contractor within thirty (30) days therefrom.

EXHIBIT "B"

SCHEDULE OF COMPENSATION

September 22, 2016

EXCLUSIVE RATES & TERMS FOR: City Of South Pasadena

Position

Mark Up

Labor Workers

Pay Rate \$14.00

Bill Rate \$20.58

The terms of this agreement will be effective upon signature of this agreement. If the State of California should approve of any additional increases to minimum wage and / or Worker's Compensation Insurance, the bill rate will also be modified accordingly.

Should Great Match Consulting provide a large volume of temporary employees and City Of South Pasadena decides to discontinue the business relationship; City Of South Pasadena will notify Great Match Consulting within 30 days, in writing, in order to avoid any financial burden.

ADDITIONAL BENEFITS OF UTILIZING GREAT MATCH CONSULTING

- Wake up calls to all new employees, to ensure employees are ready to work.
- Check in calls, to verify new employees have arrived in a timely manner
- Follow up calls, to ensure our clients are satisfied with employees sent.
- Personal Cellular phone numbers available, so that our clients may contact their representatives before or after office hours.
- Handle injuries and Worker's Compensation claims.
- Handle Unemployment Insurance and claims.
- Handle Payroll, federal and state taxes.
- Issue W-2 Forms.
- Handle garnishment of wages.
- Handle administrative tasks performed by employer.
- Employee paychecks, accurately, and in a timely manner.
- Special project recruitment and job fairs.
- Safety Belts, Safety Glasses and Gloves can be provided

EXHIBIT "C"

The Consultant shall maintain throughout the duration of the term of the Agreement, liability insurance covering the Consultant and, with the exception of Professional Liability Insurance, designating City including its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the Consultant's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the 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.

Professional Liability Insurance

\$1,000,000/\$2,000,000

General Liability:

a.	General Aggregate	\$2,	,000,000
b .	Products Comp/Op Aggregate	\$2,	,000,000
c.	Personal & Advertising Injury	\$ 1,	,000,000
d.	Each Occurrence	\$1,	,000,000
e.	Fire Damage (any one fire)	\$	50,000
f.	Medical Expense (any one person)	\$	5,000

Workers' Compensation:

a.	Workers' Compensation	Statutory Limits
b.	EL Each Accident	\$1,000,000
C.	EL Disease - Policy Limit	\$1,000,000
d.	EL Disease - Each Employee	\$1,000,000

Automobile Liability

Our employees are not allowed to drive \$1,000,000 _ company vectories.

a. Any vehicle, combined single limit \$1,000,000

The Consultant shall provide thirty (30) days advance notice to City in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to City thirty (30) days prior to the effective date of this Agreement. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, City shall have the right but not the duty to obtain replacement insurance and to charge the Consultant for any

premium due for such coverage. City has the option to deduct any such premium from the sums due to the Consultant.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by City 's Risk Manager. Consultant shall immediately advise City of any litigation that may affect these insurance policies.

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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:

June 21, 2017

TO:

Honorable Mayor and City Council

VIA:

Elaine Aguilar, Interim City Manager

FROM:

Lucy Demirjian, Assistant to the City Manager

Jenna Shimmin, Senior Management Analyst ()

SUBJECT:

Adoption of a Resolution Authorizing Submittal of an Application

to Participate in the Used Oil Payment Program

Recommendation

It is recommended that the City Council:

- 1. Adopt a resolution authorizing the submittal of a grant application to participate in the State of California Department of Resources Recycling and Recovery's (CalRecycle) Used Oil Payment Program (OPP); and
- 2. Authorize the City Manager to execute all documents required to obtain the grant.

Fiscal Impact

There is no impact to the General Fund as the expenditures will not exceed the available grant funds. The award amount for Fiscal Year (FY) 2017-18 is unknown at this time, however based on information received from CalRecycle, the City of South Pasadena (City) could reasonably expect to receive approximately \$7,000 to fund the program for the FY 2016-17.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

The California Oil Recycling Enhancement Act (Act) provides grant opportunities to local jurisdictions to help promote the recycling of used motor oil and motor oil filters, and for implementation of local used oil and filter collection programs. The present OPP replaces the Used Oil Block Grant Program (UBG). The FY 2017-18 is OPP Cycle 8. To apply for an OPP grant, the local jurisdiction must adopt a resolution of support.

CalRecycle Used Oil Block Grant Program Funding Cycle 8 Participation June 21, 2017
Page 2 of 2

Analysis

The City's local used motor oil drop off location is American Premium Gasoline located at 1200 Fair Oaks Avenue. This location is centrally located and convenient for City residents. Used motor oil funds are used to help educate do-it-yourselfer residents on the proper way to dispose of their used oil and filters.

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: Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AUTHORIZING SUBMITTAL OF AN APPLICATION TO PARTICIPATE IN THE USED OIL PAYMENT PROGRAM CYCLE 8 (FISCAL YEAR 2017-18) AND RELATED AUTHORIZATIONS

WHEREAS, pursuant to Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program; and

WHEREAS, if awarded a grant, the applicant will enter into a Grant Agreement with the California Integrated Waste Management Board for implementation of said grants.

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

SECTION 1. The City of South Pasadena City Council is authorized to submit an application to CalRecycle for any and all payment programs offered.

SECTION 2. The City Manager, or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment.

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 21st day of June, 2017.

•	Michael A. Cacciotti, Mayor		
ATTEST:	APPROVED AS TO FORM:		
Evelyn G. Zneimer, City Clerk (seal)	Teresa L. Highsmith, City Attorney		
Council of the City of South Pasadena day of June, 2017, by the following vo	oregoing resolution was duly adopted by the City a, California, at a regular meeting held on the 21 st ote:		
AYES:			
NOES:			
ABSENT:			
ABSTAINED:			
T. I. G. 7. I. G. G. G. I. I.			
Evelyn G. Zneimer, City Clerk			

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:

June 21, 2017

TO:

Honorable Mayor and City Council

VIA:

Elaine Aguilar, Interim City Manager

FROM:

Paul Toor, P.E., Public Works Director

Kristine Courdy, Public Works Operations Manager

SUBJECT:

Approval to Purchase a Caterpillar 914M Wheel Loader with Pin

on Grapple Bucket from the Quinn Company

Recommendation

It is recommended that the City Council authorize the City Manager to purchase a Caterpillar 914M Wheel Loader with pin on grapple bucket from Quinn Company in an amount not to exceed \$149,194.13 and execute all related documents.

Fiscal Impact

There are sufficient funds within the Fiscal Year (FY) 2016-17 Budget in the Street Maintenance Account No. 230-6116-8540 to purchase the Caterpillar 914M Wheel Loader.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

The City of South Pasadena (City) Street and Sewer Division (Division) is responsible for overseeing, maintaining, and repairing streets, sidewalk, and sewers. The Division maintains a fleet of vehicles and equipment to assist with these tasks. One of the vehicles is Unit #314, a 2005 Caterpillar (CAT) 420D backhoe loader assigned to the Division. This equipment is utilized throughout South Pasadena for various tasks, such as cleaning the City yard, breaking out sidewalks, curbs, and gutters, and cleaning up debris in the right-of-way. During certain tasks, such as cleaning up the City yard, the front mounted engine overheats which has resulted in substantial maintenance costs that may go up in future years. Therefore, a request was made and approved by the City Council to purchase a new loader in the FY 2016-17 Budget.

Analysis

Unit #314 is 12 years old with 3,255 running hours and has had frequent repairs due to engine overheating. The unit has a front mounted engine that gets clogged and damaged from regularly loading debris into the roll off bins at the City storage yard. The City storage yard requires frequent cleaning to make sure that debris does not accumulate and become unsightly or unmanageable. When Unit #314 is down for repairs, the Water Division's Unit #17, a 2008 Case

skip loader backhoe, is used to by the Street Division to clean the City storage yard. However, this unit also has a front engine motor that has the same limitations and potential for the engine to overheat as the Street Divisions Unit #314. It is critical for the Water Division to have an operational backhoe to respond to emergencies and regular maintenance of the water infrastructure. Therefore, it has been proposed to purchase a new loader and keep Unit #314 as back up equipment for Public Works. Staff was able to obtain proposals using the National Joint Powers Alliance (NJPA) pricing. NJPA is a public corporation or agency serving as a municipal contracting agency for government and education agencies. Among other areas of serving members, NJPA creates national cooperative contract purchasing solutions on behalf of its member agencies which include all government, education, and non-profit agencies nationwide.

The City is a member agency of the NJPA. The South Pasadena Municipal Code (SPMC) Chapter 2, Article XI, Section 2.99-29 (21) permits cooperative purchasing. The SPMC states that: "Nothing contained in this section shall prohibit the city from purchasing supplies, services or equipment, without complying with the herein bidding procedures, from a supplier who offers the same or better price, terms and/or conditions as the supplier previously offered as the lowest responsible bidder under competitive procurement process of the other agency meets or exceeds the standards of the City, is for like or greater quantities, included all known bidders and that, in the opinion of the purchasing agent, it is in the best interest of the City." Membership in NJPA allows local agencies to obtain products without separately going through the bidding process, as NJPA has already obtained a bid pricing through a competitive process.

After careful review and in order to maintain the consistency of the equipment already owned, staff is recommending the purchase of a CAT 914M Wheel Loader with a pin on grapple bucket through the Quinn Company. The City has done its due diligence by comparing the pricing from the Quinn Company to other vendor including John Deere. The pricing obtained from John Deere for an equivalent model, the 344K wheel loader, was \$151,026.56 in comparison to the Quinn Company pricing which is \$149,194.13. Staff also researched other agencies that have purchased similar CAT equipment with the Quinn Company. In January 2016, Whittier purchased a CAT 914K Wheel Loader (former model) for \$156,086 utilizing the NJPA contract. The purchasing of this equipment will help reduce maintenance costs while also providing the necessary tools needed for the tasks that are assigned.

On November 6, 2005, the City adopted a Low Emission Vehicle (LEV) purchasing policy. The policy outlines the City's commitment to replace a minimum of 50% of all heavy-duty vehicle replacements with low-emission certified vehicles. The engine in the proposed loader is compliant and certified with the Environmental Protection Agency (EPA). The City LEV Policy outlines the following for assessing Alternate-Fuel Vehicles Purchases:

"Staff will adhere to the following guideline when proposing the purchase of alternate-fuel vehicles: if the alternate-fuel vehicle is 10% more than the regular-fuel vehicle, this is acceptable; if the alternate-fuel vehicle is 10-20% more, staff must justify the purchase; and if the vehicle is more than 20% more, substantial justification will be required."

Approval to Purchase a Caterpillar 914M Wheel Loader with Pin on Grapple Bucket June 21, 2017
Page 3 of 3

Staff also explored the purchase of a hybrid electric loader instead of the proposed CAT 914M Wheel Loader. At present, there is no hybrid electric loader equivalent to this model. The City has the option to purchase the larger John Deere hybrid electric loader that is two times larger than the proposed model; however the cost for the larger loader is approximately \$320,000, substantially more than the proposed CAT loader.

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 *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments:

- 1. Caterpillar 914M Wheel Loader Quote
- 2. NJPA Contract Award Document

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ATTACHMENT 1 Caterpillar 914M Wheel Loader Quote



Quote 119371-02-1

June 7, 2017

CITY OF SOUTH PASADENA 825 MISSION ST SOUTH PASADENA California 91030-3214

Attention: Haitham Ali

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

NJPA #032515-CAT

CATERPILLAR INC. Model: 914M Wheel Loader with Pin on Grapple bucket

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Tony Mykris Governmental Sales Quinn Group Quote 119371-01

CATERPILLAR INC. Model: 914M Wheel Loader with Pin on Grapple bucket

STANDARD EQUIPMENT

POWERTRAIN

Cat C4.4 ACERT Engine

-Common rail fuel injection

-U.S. EPA Tier 4 Final/ EU Stage 4 Caterpillar NOx Reduction System

Fuel: Ultra Low Sulphur Diesel @ <15ppm

Engine Oil: Cj-4

Electric fuel pump with 4 micron

filtration

S.O.S port, transmission oil

Hydrostatic transmission, 20 km/h (12.5mpr/h Lube for life universal joints

Forward - Neutral - Reverse on joystick 100% locking differentials, whilst

movina

Air cleaner, radial seal, dual filters Cooling fan, hydraulic on demand Intergrated Cyclone pre-cleaner

HYDRAULICS

Two valve, single lever joystick Diagnostic pressure taps SOS port, hydraulic oil Variable displacement piston pump, hystat and implement.

ELECTRICAL

150 Amp alternator Single 850 CCA maintenance free battery Roading lights

12 volt direct electric starting Battery disconnect switch

OPERATOR ENVIRONMENT

ROPS/FOPS cab, pressurised and sound suppressed Hydraulic control lever lockout Electrohydraulic implement controls

Gauges

- Engine coolant temperature
- Hydraulic oil temperature
- Fuel level
- Speedometer
- Digital Hour meter
- DEF

Operator warning system indicators:

- Brake charge pressure low
- Engine malfunction
- Park brake applied

- Electrical system voltage flow
- Hydraulic oil filter bypass
- Action indicator

Seat

- Fabric or Vinyl
- adjustable height, backrest, armrest
- Seat belt, retractable

Heater/defroster

Wiper/washer (front and rear) Tinted front glass,laminated Adjustable steering column

Rear window defrost

Lockable Storage box with cup holder

Internal 12V power source External 12V power source

FLUIDS

Extended life coolant antifreeze

Cat Advanced Hydo 10

Quinn Group Quote 119371-01

Protected to -36C (-33F) hydraulic oil

OTHER STANDARD EQUIPMENT

Parallel lift, Optimised Z-Bar loader
Fenders, front and rear
Engine enclosure - lockable
Recovery hitch
Vandalism protection - locked service
points
REGIONAL STANDARDS(as required)

Chocks
bucket tooth or edge guard
Decals, roading speed
Reflectors, roading
Camara, rear view
Beacon

 CUSTOMER
 ...
 DATE

 City of So Pasadena
 NJPA #032515-CAT
 6/7/2017

Base Model	<u> Part #</u>	List Price
914M	457-1486	126,380
Options	_	
LANE 2 ORDER	OP-9002	0
ENGINE, C4.4, T4F, HRC	462-7420	0
POWERTRAIN, HI RIMPULL, 12 MPH	462-7113	560
VALVE, DRAIN, ECO	308-0189	154
LOADER ARR, PIN ON, STD LIFT	467-0398	0
HYDRAULICS, 3V/1L, STD LIFT	470-6214	3,145
3V QUICK DISCONNECT SCRW FIT	486-3774	299
BATTERY, HEAVY DUTY	462-7340	E
LIGHTS, ROADING, RH DIP	423-5544	740
PRODUCT LINK, CELLULAR PL240	508-0797	0
STEERING, STANDARD	464-9682	0
CAB, DELUXE, SINGLE BRAKE	463-2090	8,280
CAMER, REAR VIEW	504-4835	1,525
REAR VIEW MIRROR	504-4834	0
FEATURE PACKAGE, BASIC	471-6770	1,895
SEAT BELT, RETRACTABLE, 3"	236-8015	241
HEATER AND AIR CONDITIONER	462-7111	4,140
SECURITY SYSTEM, NONE	433-3258	0
TIRES, 17.5X25, FLEX, SOLID	443-7885	8,150
GUARD, HOSE, 3 VALVE	426-1433	0
GUARD, COUPLER HOSE, STD LIFT	435-0809	98
FENDERS, MUDFLAP	469-5853	620
ENGINE, COOLANT, STD	450-5406	206
HYDRAULIC OIL, STD	450-5405	1,130

Quinn Group			Quote 119371-01
INSTRUCTIONS, ANSI		476-2741	0
SERIALIZED TECH MEDIA KIT		421-8926	0
BEACON, ROTATING		260-5501	385
LIGHTS, CAB, WORKING LED		496-9971	815
ALARM, BACK-UP		474-1980	195
BLIND, REAR		279-0643	303
TOOL BOX		471-6921	610
PLATE, LICENSE		450-4690	259
TRANSPORT GROUP		423-6175	0
RUST REVENT APPL		OG-3273	147
Sub Total			160,277
Min. Member Disc 25%, DLR 3%	28.0%		(44,878)
Machine / Option Price	20.070		115,399
Work Tools / Attachments			
PIN ON GRAPPLE BUCKET		318-6523	20,565
CONNECTOR LINES		176-7287	899
STANDARD BOLT ON EDGE		2455MM	995
Sub Total			22,459
Minimum Member Disc 15%	15.0%		(3,369)
Work Tool / Attachments Price			19,090
Customer Invoice			445.000
Machine / Option Price			115,399
Work Tool / Attachments Price			19,090
Pre-Tax Total			134,490
Pre-Prep Total			134,490
Delivery			600
Machine Prep			900
Set Manuals			1,200
Total			137,190

Quinn Group		Quote 119371-01
NJPA Sell Price State Sales Tax (7.25%) County Sales Tax (1.5%) After Tax Balance	1	\$137,190.00 \$9,946.28 \$2,057.85 \$149,194.13
WARRANTY Standard Warranty: 12 Months Full Machine		
F.O.B/TERMS South Pasadena, Net 30 days		
Accepted by	on	
	Signature	

ATTACHMENT 2 NJPA Contract Award Document

Contract Award RFP 032515#

FORM D



Formal Offering of Proposal (To be completed Only by Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any subcontractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Caterpillar Inc.	Date: ichiyo.
Company Address: 100 NE Adams Street	
City:Peoria State: IL. Zip: 61629	
Contact Person: Mike Hynes Title: Governmental Acco	
Authorized Signature (ink only):	Mike Hynes_ (Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 032515 | HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

	Caterpillar, Inc Proposer's full legal name
-	Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.
	The effective start date of the Contract will be
	National Joint Powers Alliance® (NPA)
	NJPA Authorized signature NJPA Executive Director (Name printed or typed)
	Awarded this
	NJPA Authorized signature: NJPA Board Member (Name printed or typed)
	Executed this
	The state of the s
	Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.
	Vendor Name CATER P. WAR INC.
	Vendor Authorized signature: MKE HYNES (Name printed or typed)
	Title: GUERN MOULAL ACCOUNT MANAGER (Name printed or typed)
	Executed this

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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:

June 21, 2017

TO:

Honorable Mayor and City Council

VIA:

Elaine Aguilar, Interim City Manager #

FROM:

Paul Toor, P.E., Public Works Direct

Rafael Casillas, P.E., Deputy Public Works Director

Alex Chou, Associate Civil Engineer Ak

SUBJECT:

Award of a Professional Services Agreement to KOA

Corporation for Engineering Design Services of the Fair Oaks

Avenue Traffic Signal Improvement Project

Recommendation

It is recommended that the City Council:

- 1. Accept a proposal dated April 13, 2017, from KOA Corporation for engineering design services for the Fair Oaks Avenue Traffic Signal Improvement Project (Project);
- 2. Reject all other proposals received; and
- 3. Authorize the City Manager to execute an agreement with KOA Corporation (Consultant) for a not-to-exceed amount of \$97,000.

Fiscal Impact

This Project is funded by the State of California Department of Transportation (Caltrans) in the amount of \$47,500 plus Los Angeles County Metropolitan Transportation Authority (LACMTA) Proposition C in the amount of \$49,500 for engineering design services. The City of South Pasadena (City) will leverage Caltrans Federal-Aid as the local match contribution for LACMTA Proposition C. The City will submit reimbursement requests per Caltrans and LACMTA guidelines along with the Quarterly Progress and Expenditure reports.

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.

Award of Agreement for the Fair Oaks Avenue Traffic Signal Improvement Project June 21, 2017
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Background

In January 2017, the City Council approved Resolution No. 7495 to enter an agreement with Caltrans for the design of traffic signal improvements 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.

In April 2017, the City Council also approved Resolution No. 7511 to enter an agreement with LACMTA for the installation of the centralized CTS and installation of the fiber-optic communication system that will interconnect signalized intersections along Fair Oaks Avenue and also integrated with Los Angeles County's Information Exchange Network (IEN) servers to provide data sharing between adjacent cities, the County, Caltrans, and other participating agencies on the IEN.

The Consultant is responsible for completion of comprehensive designs that meet both Caltrans and LACMTA in which it will improve vehicle travel time, improve LACMTA bus signal priority, and signal interconnection along Fair Oaks Avenue enhances safety for the road users.

Analysis

The 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 the 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."

In March, 2017, a request for proposals (RFP) was sent to four consulting engineering firms experienced in engineering design services for the traffic signal improvements. The following proposal was received:

- KOA Corporation, Orange
- Minagar & Associates, Inc., Irvine

A review committee consisting of Public Works staff reviewed and ranked proposals. KOA Corporation was ranked as the best qualified firm to perform the services for this project, based on a combination of experience, scope of services, and Project understanding. Additionally, in

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September 2015, KOA Corporation completed citywide Traffic Signal Inventory report for the City. The inventory report identified existing conditions of the traffic signal systems and provided recommendation of any potential future signal system upgrades or replacement for the City.

Upon approval, it is anticipated that the consultant will complete the plans, specification and estimates for the project by May 2018. The Project is schedule for construction Fiscal Year 2018-19 identified in the Caltrans and LACMTA funding agreements.

KOA Corporation is an engineering firm based in Orange, California and specializing in providing traffic engineering, transportation planning, and other general civil engineering services to municipal agencies. They have provided similar engineering design services recently to the Cities of Azusa, Coachella, and Diamond Bar. Recently, KOA Corporation has recently completed the inspection and construction management for the Monterey Road Street Improvement Project.

Staff has checked KOA Corporation's references and has found them to be satisfactory. The fee proposed by the consultant fee is reasonable with respect to the proposed scope of services. Staff recommendation is to award this contract to KOA Corporation.

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.

Attachments:

- 1. Agreement
- 2. Location Map

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ATTACHMENT 1 Agreement

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

(City of South Pasadena / KOA Corporation)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of South Pasadena, a California municipal corporation ("City"), and KOA Corporation (Consultant").

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: Provide Professional Engineering Design Services for the Fair Oaks Avenue Traffic Signal Improvement Project.
- 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.

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- 3.2. "Scope of Services": Such professional services as are set forth in Consultant's <u>April 13, 2017</u> 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 Mr. 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 Ninety-seven Thousand and 00/100 Dollars (\$97,000).
- 3.6. "Commencement Date": June 21, 2017.
- 3.7. "Termination Date": June 20, 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.

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- 5.3. **Budgetary Notification**. Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Consultant shall perform all work to the 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. Ms. Min Zhou 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

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amount previously invoiced. All labor charges shall be itemized by employee name and classification or position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

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

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects including the design and preconstruction phases of a covered public works project. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless form any claim or liability 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.

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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

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- 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

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
 - Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: <u>Fair Oaks Avenue Traffic Signal Improvement Project.</u> Documentation of Best's rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - City reserves the right to obtain a full certified copy of any required insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.
- 12.3. Coverage Amounts. Insurance coverage shall be at least in the following minimum amounts:

Professional Liability Insurance: \$2,000,000 per occurrence,

\$4,000,000 aggregate

• General Liability:

General Aggregate: \$4,000,000
Products Comp/Op Aggregate \$4,000,000

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•	Personal & Advertising Injury	\$2	,000,000
•	Each Occurrence	\$2	,000,000
•	Fire Damage (any one fire)	\$	100,000
•	Medical Expense (any 1 person)	\$	10,000

Workers' Compensation:

•	Workers' Compensation	Statutory Limits
•	EL Each Accident	\$1,000,000
•	EL Disease - Policy Limit	\$1,000,000
•	EL Disease - Each Employee	\$1,000,000

- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

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

- 12.4. General Liability Insurance. Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 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, nonowned, 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.

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- 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: Fair Oaks Avenue Traffic Signal Improvement Project, 414 Mission Street, South Pasadena, CA 91030.

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- 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

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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

Mr. Paul Toor, P.E. City of South Pasadena Public Works Department 1414 Mission Street South Pasadena, CA 91030 Telephone: (626) 403-7240 Facsimile: (626) 403-7241

With courtesy copy to:

Teresa L. Highsmith, Esq.
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd., Ste. 850
Pasadena, CA 91101
Telephone: (213) 542-5700

Facsimile: (213) 542-5710

If to Consultant

Ms. Min Zhou KOA Corporation 2141 West Orangewood Avenue, Suite A Orange, CA 92868 Telephone: (310) 525-0684 Facsimile: (323) 260-4705

E-mail: mzhou@koacorp.com

15. SURVIVING COVENANTS

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

16. TERMINATION

- 16.1. City Termination. City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. Consultant Termination. Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.

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- 16.3. Compensation Following Termination. Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. Remedies. City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. Integration of Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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

18. GENERAL PROVISIONS

- 18.1. Confidentiality. All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. Conflicts of Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. No Third-Party Beneficiaries. Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment

Professional Services Agreement – Design Professionals
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Approved for Use 11/15/16

actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

- 18.8. Waiver. No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. Excused Failure to Perform. Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. Remedies Non-Exclusive. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. Attorneys' Fees. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

"City"	"Consultant"
City of South Pasadena	KOA Corporation
By:	By:
Printed:	Printed: MIN 2Hou
Title:	Printed: M/N 2Hou Title: Via President
. Date:	Date: 6/2/1)
Attest:	
By: Evelyn G. Zneimer, City Clerk	_
Date:	
Approved as to form:	
By:	·
Date:	

Professional Services Agreement – Design Professionals
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EXHIBIT AScope of Work

Summary of Scope of Professional Services

Project Description

The following is a general description of work anticipated to be included with the proposed projects. The City reserves the right to add or delete elements of work.

The consultant will provide professional services to prepare plans, specifications and estimates for the Fair Oaks Avenue Traffic Signal Improvements. The project consists of the implementation of traffic signal improvements to the existing signal equipment along the Fair Oaks Avenue corridor. 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. In addition, installation of the centralized CTS and installation of the fiber-optic communication system that will interconnect signalized intersections along Fair Oaks Avenue and also integrated with Los Angeles County's Information Exchange Network (IEN) servers to provide data sharing between adjacent cities, the County, Caltrans, and other participating agencies on the IEN.

Per the consultant's proposal, the task items and deliverables are project management, meetings, schedule, QA/QC, correspondences tracking, plans, specifications, estimates, design, data collection, signal timing, CaMUTCD review, coordination engineering support and construction support services. As defined in the professional services agreement section 3.2 scope of services, the proposal submitted by the consultant on April 13, 2017 is attached as Exhibit B and incorporated by reference.

EXHIBIT B

Fee Schedule and Work Plan

City of South Pasadena

Engineering Design Services for the Fair Oaks Avenue Traffic Signal Imp. Proj.

EXHIBIT A - FEE SCHEDULE

EAIRDIT A - PEL SCHEDOEL		KOA Corporation						TOTAL								
Task		Ryan Calad, PE Project Manager	Min Zhou, PE PIC	Walter Okitsu, PE, TE QA/QC	Eric Yang, PE, TE Senior Engineer	Scott Voight Senior Designer	John McCullough, PE Senior Engineer	Martin Varona, EIT Assistant Engineer	Wyatt Sing, EIT Assistant Engineer	Hours Labor Cost		орс	TOT PROJI COS	ЕСТ		
		billing rote*	\$155	\$200	\$190	\$155	\$130	\$170	\$110	\$100						
	TASK I	Project Management	16	4	4	4					28	\$	4,660	\$ 135	\$	4,795
]	Α	Project Meetings, Schedule, QA/QC, and Correspondance	16	4	4	4					28	\$	4,660	\$ 135	\$	4,795
	TASK 2	METRO Plans Specifications & Estimates (14 Sheets)	63	4	4	62		27	137		297	\$	40,595	\$ 390	\$	40,985
	Α	Building Review	7			6			7		20	\$	2,785	\$ 120	\$	2,905
	8	Data Collection, Utility Research & As-built									0	\$	-		\$	T
	С	Prepare Plans, Specifications and Estimates (60% Submittal)	24	\Box	1	24		12	60		122	\$	16,470	\$ 90	\$	16,560
۱.	D	Prepare Plans, Specifications and Estimates (85% Submittal)	16	Т	1	16		7	40		81	\$	10,940	\$ 90	\$	11,030
METRO	E	Prepare Plans, Specifications and Estimates (100%/Final Submittal)	8		1	8		4	24		46	\$	6,190	\$ 90	\$	6,280
≝	F	Construction Engineering Support Services	8	ī		8		4	6		28	\$	4,210		\$	4,210
	TASK 4	Signal Timing Analysis, Coordiantion, & Implementation	4	<u> </u>						28	32	\$	3,420	\$ 300	\$	3,720
	Α	Data Collection, Signal Timing and CA-MUTCD Review									0	\$	-		\$	-
	В	Optimized Timing and Implementation (AM, Midday, and PM Peak)									0	\$			\$	-
	С	Fine Tuning of Timing Plans									0	\$	-		\$	-
	D	"Before" and "After" Travel Time studies plus Electronic Copy	4							28	32	\$	3,420	\$ 300	\$	3,720
		METRO TOTAL TASK COST	83	8	8	66	0	27	137	28	357	\$	48,675	\$ 825	\$ 4	9,500
\vdash	TASK I	Project Management									0.	\$			\$	
	Α	Project Meetings, Schedule, QA/QC, and Correspondance	1								0	\$	-	\$ -	\$	-
	TASK 2	HSIP Plans, Specifications, and Estimates (12 sheets)	24	3	3		60		108	108	306	\$	35,370		\$	35,370
1	Α	Field Review & Survey	2				2		12	12	28	\$	3,090		\$	3,090
	В	Data Collection, Utility Research & As-built	2				2		8	8	20	\$	2,250		\$	2,250
1	С	Prepare Plans, Specifications and Estimates (60% Submittal)	4	1	1		24		40	40	110	\$	12,530		\$	12,530
1	D	Prepare Plans, Specifications and Estimates (85% Submittal)	4	ı	1	ļ	16		32	32	86	\$	9,810		\$	9,810
١.	E	Prepare Plans, Specifications and Estimates (100%/Final Submittal)	4	1	ı	<u> </u>	8	L	16	16	46	\$	5,410		\$	5,410
HSIP	F	Construction Engineering Support Services	8		<u> </u>	<u> </u>	8				16	\$	2,280		\$	2,280
T	TASK 3	Signal Timing & Coordiantion	24		ļ			ļ		66	90	\$	10,320			10,320
	Α	Data Collection, Signal Timing and CA-MUTCD Review	6		<u> </u>	 		ļ	ļ	20	26	\$	2,930		\$	2,930
1	В	Optimized Timing and Implementation (AM, Midday, and PM Peak)	8			<u> </u>	L	ļ		36	44	\$	4,840		\$	4,840
	A	Timing Plans	10			 	ļ			10	20	\$	2,550		\$	2,550
	D	"Before" and "After" Travel Time studies plus Electronic Copy	<u> </u>			—	ļ				0	\$			\$	
		HSIP TOTAL TASK COST		3	3	0	60	. 0	108	174	396	\$	45,690	\$ -		15,690
1	石製用さ	TIMHICGOUNE			4			A	建 業			43	建数二	3	\$.	1,810
1		HSIP TOTAL COST	A 34-70 Te						7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7				91 A.A.		\$ 4	17,500
_	• · · · · · · · · · · · · · · · · · · ·	The second secon									-			Grand Total		7 000

Proposed Grand Total \$ 97,000

Sub Consultants CD/A , S&K

OPTIONAL CONTRACT TASK ADD-ONS TOTAL ATMS Architectural, Mechanical, Eletrical Plans (8 sheets) 1,000 \$ 15,000 \$ 16,000



WORK TASKS

Task I - Project Management

It is expected that the majority of the project management will be accomplished through meetings, e-mails, and phone calls. KOA will be responsible for preparing agendas and minutes for all meetings and activities outlined in the RFP (kick-off meeting, 60% submittal meeting, 85% submittal meeting, and two public outreach meetings). We will meet with the affected parties to discuss issues pertinent to the analysis and design of the project. Project schedules shall be updated, itemizing all activities and subtasks to support project milestones. Schedules will be in the form of a chart and will show deliverables and other relevant data needed for the control of work.

Task II - Traffic Signal System & ATMS Plans, Specifications, and Estimates (PS&E)

Data Collection and Field Review

As-built plans will be obtained from the City. The information will be field-verified and updated accordingly. Underground and overhead utility information will be requested with all area utility companies. All improvement information obtained from the records will also be verified in the field, in conjunction with this review. Field Work includes:

- Identifying existing conduit, interconnect, communications (locations of pull boxes, type and size of wiring, cabinet requirements, etc.), and equipment.
- Identifying all existing traffic signal equipment, noting types/sizes of
 poles, mast arms, cabinets, pull boxes, vehicle heads, pedestrian heads,
 pedestrian push buttons, signs, EVP, etc.

Signal System Review

KOA will review the signal cabinet for each project intersections as well as verify them against as-built data and the 2015 Citywide Signal System inventory conducted by KOA. The signal system inventory review will include but will not be limited to the following items:

- Signal Timing and Operation Parameters (Timing Sheets)
- Signal Controller and Cabinet
- Vehicle Detection
- Traffic Signal Heads
- Pedestrian Countdown Heads
- Pedestrian Push Buttons
- Emergency Vehicle Preemption (EVP)
- Battery Backup
- Illuminated Street Name Sign

ADA Compliance Review

KOA will evaluate ADA compliance at all project intersections for applicable standards. Items to be documented for ADA requirements include

Task I Deliverables Work Plan Schedule, Updated at the Request of the City PM Meeting Agenda & Minutes.

PROPOSAL FOR ENGINEERING DESIGN SERVICES FOR THE FAIR OAKS AVENUE TRAFFIC SIGNAL IMPROVEMENT PROJECT, PROJECT NO. HSIPL-5071(020) CITY OF SOUTH PASADENA



pedestrian curb ramps (measured slope, detectable warning surface, etc), vertical and horizontal clearance from obstructions, and the location of crosswalk push buttons and push button mountings. The project intersections at Oak Street and Monterey Road are already included in the design cost. Any additional deficient conditions will be detailed in a technical memorandum to the City. The memorandum will include photos and associated construction costs. We will then work with the City to identify ADA deficiencies that can be addressed under this project scope of work.

Traffic Signal Improvement Plan Preparation (HSIP)

KOA will prepare an intersection base plan at 1"=20', for the nine HSIP project locations. The base plan will show centerlines, right-of-way lines, relevant utilities of record, and existing traffic controls. Existing traffic signal poles, equipment, notes, and schedules will be inventoried in the field and shown on each base plan. Proposed new or modified facilities will be designed and shown on the drawing to create a complete traffic signal plan. The plan set for these HSIP improvements are anticipated to include 12 sheets with one title sheet, one general notes and legends details sheet, nine intersection signal plan sheets, and one construction details sheet.

Traffic Signal Interconnect Plan (Metro)

The traffic signal interconnect plan will be shown at a scale of I"=40'. The project will use existing City conduits as part of the fiber optic communications network system, with minor intercepts and new segment extensions to connect back to City Hall. As an added bonus, KOA will also include the additional segment on Huntington Drive, to interconnect to the intersection of Fremont Avenue, Marengo Avenue, and Fletcher Avenue.

The work will provide details for fiber optic cable interconnection (trenching or boring), the siting of pull boxes, and fiber splicing inside vaults or fiber terminations at traffic signal cabinets. Detailed communication diagrams will be prepared showing how the proposed communication equipment will connect the traffic signal controllers and video detection system along the proposed routing to the City Hall ATMS. A fiber optic diagram will depict how each single mode fiber is being used and connected to the proposed system. Our plans will include:

- Title Sheet & General Notes 2 Sheets
- New Interconnect Conduit & Fiber Optic Plans 3 Sheets
- Fiber Optic Splice Detail Plans 2 Sheets
- Signal Interconnect Construction Details I Sheet

City Hall ATMS Plans (METRO)

We will prepare PS&E documents for the new City ATMS. The ATMS system architecture will be provided by KOA in detailed schematics totaling six (6) sheets including proposed rack configurations, the City network and IEN connection details, ITS equipment and IP configuration (3 sheets), and cabling



PROPOSAL FOR ENGINEERING DESIGN SERVICES FOR THE FAIR OAKS AVENUE TRAFFIC SIGNAL IMPROVEMENT PROJECT, PROJECT NO. HSIPL-SO71(020) CITY OF SOUTH PASADENA

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interconnection from the field to the ATMS server location (3 sheets).

Optional Aneeded architectural, mechanical, and electrical project design services are defined below:

- Preparation of Building Plans & Detail Sheets for Architectural Interior Improvements - 2 Sheets
- As-needed: Power Connection & Duct Connection for a New Split System HVAC Unit - 3 sheets
- As-needed: Design Calculation & Product Specifications for Electrical Connection - 3 Sheets

Task III - Deliverables

Engineering Cost Estimate and Bid Document

All plans will be drawn on standard 24" x 36" Mylar and will be prepared in conformance with applicable City design standards. KOA will prepare and submit plans, specifications, and quantity takeoff estimates at the 60%, 85% and 100% (Mylar) levels of completion. We will submit the design plans to the City for review prior to submittal to other public agencies. The comments from the City and Caltrans will be addressed properly. As needed, we will secure permits from Caltrans as part of this design effort. Engineering cost estimates and special provisions will be prepared and submitted for City review. We will use a recent bid document package as a reference to comply with the City's requirements and format.

Engineering Support during Bidding, Award & Construction Phase It is assumed that the City will be responsible for the preparation of the bid package; advertising and awarding the contract; and for distributing the contract documents to interested contractors. Unless otherwise requested, KOA will not provide construction management or construction inspection services and will only have a marginal role in assisting the City during the bid and construction phase. This includes answering questions from prospective bidders. Specific sub-tasks include:

- I. Bidding Services
- 2. Preconstruction Meeting
- 3. Review Inquiries, Submittals & Change Orders During Construction



Task 3 Deliverables

- Copy of Utility Research
 Documents (as-built plans & request letters)
- 2 Sets Hard Copy Preliminary PS&E at 60% & 85% Stage Submittals Along with Electronic Copies
- Final 100% PS&E Submittals in both Paper & Electronic Formats
- I Set Signed & Stamped Mylars
- Electronic Files in AutoCAD Format
- Copies of All Plans in PDF Format.
- Copy of Surveyor's Digital Control Points (as-needed)
- Final Copy of Project Specifications & Engineer's Estimate plus Electronic Copy.

PROPOSAL FOR ENGINEERING DESIGN SERVICES FOR THE FAIR OAKS AVENUE TRAFFIC SIGNAL IMPROVEMENT PROJECT, PROJECT NO. HSIPL-5071(020)
CITY OF SOUTH PASADENA



Task IV – Signal Timing Analysis, Coordination and Implementation Evaluate Existing Signal Timing Parameters

Traffic data will be conducted for the 12 project intersections that each include six hours of traffic turning movement counts to obtain the AM, midday, and PM peak periods. These counts will include pedestrians and bicyclists.

KOA will obtain existing intersection controller timing charts for the project intersections from the City. We will provide an evaluation of signal timing parameters based on CA MUTCD criteria. This evaluation will result in the development of compliant timing parameters that will be implemented during the new time of day coordination plans. Deliverables will include:

- Evaluation of intersection phase timings per CA MUTCD guidelines and City directive, presented in a technical memorandum format with analysis data provided in the appendices
 - Calculation table for pedestrian clearance and recommended yellow and all red time
 - Calculation table for bike minimum green time
 - Recommended "Phase Timing" summary based on evaluations
- Cycle length evaluation: Signal timing parameters and time of day coordination

Synchro Analysis and Optimized Signal Coordination

KOA will construct Synchro network models which will include the project intersections for three scenarios (AM, midday, and PM peak hours). Our model construction will cover intersection signal timing and operation, geometrics, phasing, detectors, vehicle volumes, pedestrian volumes, and prevailing roadway segment speeds. Synchro calibration will include comparison with observed existing operation (from "before" travel runs) to ensure it is accurately replicated. The performance statistics generated by Synchro (average delay, average speed, and number stops) for intersections and corridors will be used as benchmarks for the creation of optimized timing plans.

The creation of optimized timing plan models start with the implementation of previously computed updated CA MUTCD timing parameters. We will update the models based on the previously evaluated cycle length and operation groupings. KOA will then develop timing plans using an iterative process involving Synchro's modeling capabilities and our own experience for developing coordinated timing plans.

Final coordinated timing plan cycle lengths, intersection phasing, forceoff points, and offsets for each peak period will be presented to the City, showing the modeled improvement in performance from existing models. The Synchro networks will be submitted for review and comment to the City with time-space diagrams and other materials.

Task 4 Deliverables

- Before study report
- Before & After MOE Comparison report
- "Before" & "After" Video Production
- CA MUTCD Timing Memo
- Synchro Networks
- Controller Programming Sheets



PROPOSAL FOR ENGINEERING DESIGN SERVICES FOR THE FAIR OAKS AVENUE TRAFFIC SIGNAL IMPROVEMENT PROJECT, PROJECT NO. HSIPL-5071(020) CITY OF SOUTH PASADENA



Signal Timing Implementation

KOA will prepare final timing charts stamped by a licensed traffic engineer. Timing charts will include all base operational timing and coordination data, time-of-day programming, and any suggested changes in other timing operations. KOA staff will implement new timing plans into each project intersection from the new ATMS work station. KOA will review timings in the field and fine-tune as needed, based on observations obtained while driving through the corridors. These changes will likely include intersection offsets and other minor adjustments to refine the optimized timing plans. KOA will report these recommendations to the City in a technical memorandum with attachments, including revised Synchro time-space diagrams and controller timing sheets.

"Before" & "After" Study Analysis

KOA will conduct "before" and "after" studies along Fair Oaks Avenue using the floating car method with Tru-Traffic TS/PP software. KOA will complete a minimum of four floating car runs in each direction during the weekday AM and PM peak hours.

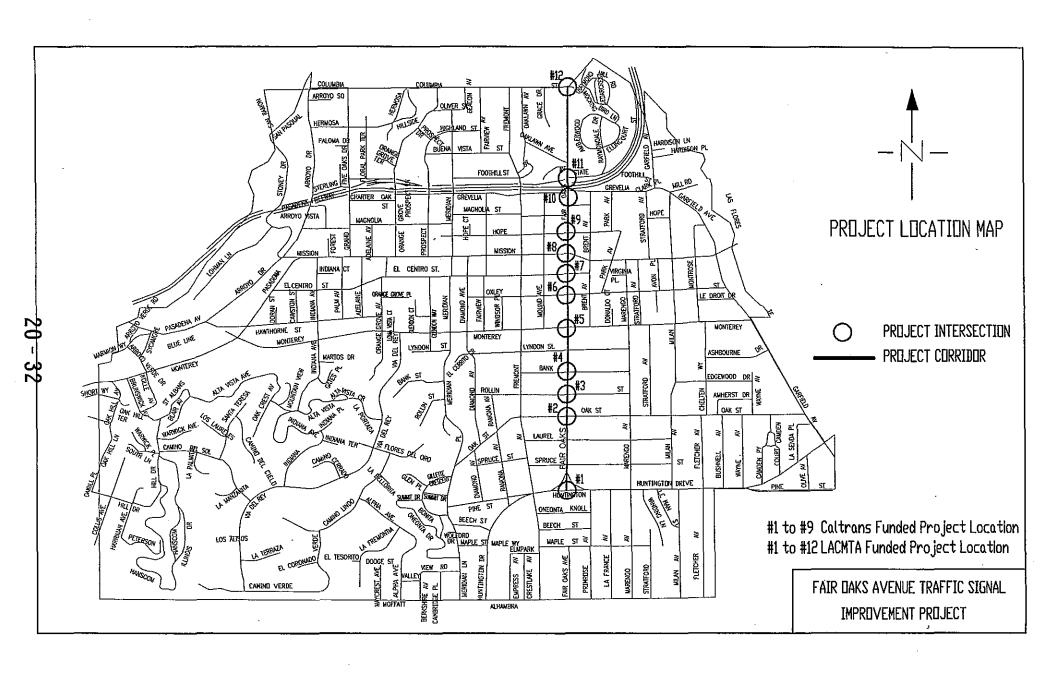
We will provide initial findings of the "before" study report to the City. The report will consist of key MOE metrics for each corridor, including average travel speed, average travel time, and number of stops. This will be presented in a technical memorandum, with appendix materials, including large-format plots of time-space diagrams of each corridor and other travel data reports.

KOA will prepare an "after" report to document the changes in travel conditions along the study corridors after implementation of the recommended timing plans. "After" study travel time surveys will be conducted in the same manner as the "before" travel time surveys. We will compare MOEs utilized in the "before" study with those from the "after" optimized model travel time runs to show the project's net improvement in average travel time, stops, and delay. The report will present the "before" and "after" summaries for emissions reductions (GHG, CO, NOx, etc.) and the anticipated annual financial benefits (savings from fuel consumption, travel time, and vehicle maintenance).



PROPOSAL FOR ENGINEERING DESIGN SERVICES FOR THE FAIR OAKS AVENUE TRAFFIC SIGNAL IMPROVEMENT PROJECT, PROJECT NO. HSJPL-5071(020) City of South Pasadena

ATTACHMENT 2 Location Map



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:

June 21, 2017

TO:

Honorable Mayor and City Council

VIA:

Elaine Aguilar, Interim City Manager

FROM:

Paul Toor, P.E., Public Works Director

Rafael Casillas P.E., Deputy Public Works Director

Alex Chou, Associate Civil Engineer

SUBJECT:

Approval of Covenant for 1214 Kolle Avenue (APN No. 5311-

015-038)

Recommendation

It is recommended that the City Council approve a Covenant (Attachment 1) for the proposed single-family home at 1214 Kolle Avenue, and authorize the recordation of the Covenant with the Los Angeles County Registrar-Recorder/County Clerk's Office.

Fiscal Impact

There is no fiscal impact to the City.

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 reviewed by the Planning Commission at its meeting of March 23, 2015. The Planning Commission adopted P.C. Resolution No. 15-08 approving Design Review and the Hillside Development Permit for Project No. 1763-HDP-DRX.

Background

This matter concerns the demolition of 1,235 square foot one-story ranch style house for the construction of a new two-story, 2,709 square foot modern style house at 1214 Kolle Avenue (APN No. 5311-015-038). The applicant desires to expand the existing driveway due to narrowness and steepness for better ingress and egress between the house and street. This driveway expansion requires removal of a portion of the existing retaining wall and construction of new retaining wall adjacent to new driveway and connects to existing retaining wall in the public right-of-way. According to the Conditions of Approval contained in the Hillside Development Permit for Project

Approval of Covenant for 1214 Kolle Avenue June 21, 2017 Page 2 of 2

No. 1763-HDP-DRX approved by the Planning Commission on March 23, 2015, the applicant is required to prepare a Covenant.

Analysis

The purpose of the Covenant is to grant permission to the applicant for construction of new retaining wall adjacent to propose driveway that will permanently encroach upon the public right-of-way. The applicant shall also indemnify the City of South Pasadena of all liability associated with the use of the public right-of-way for private purposes.

The Covenant was reviewed and found to be in compliance with the P.C. Resolution No. 15-08 (Attachment 2). All Conditions of Approval will have been satisfied, will be bonded for, or will be completed prior to issuance of the Certificate of Occupancy. The Covenant is ready to be recorded upon the City Council's acceptance.

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. Covenant
- 2. Planning Commission Resolution No. 15-08

ATTACHMENT 1 Covenant

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Public Works Department City of South Pasadena 1414 Mission Street South Pasadena, CA 91030

	COVENANT	

Regarding Real Property

This covenant is made and entered into as of the _____ day of June, 2017, by and among the undersigned, <u>George Yang and Ellen Yang</u> (the "Record Owners") and the City of South Pasadena, a municipal corporation (the "City") with respect to the following facts:

RECITALS:

The Record Owners hereby represent and warrant that they are the owners of the record of the following described real property located at 1214 Kolle Avenue in the City of South Pasadena, County of Los Angeles, State of California. The property is identified by the Los Angeles County of Assessor's Parcel Number: 5311-015-038 ("the Property) and more particularly and legally described as follows:

KOLLE TRACT # 2 LOT 4 AND NW 25 FT MEASURED AT R/A TO NW LINE OF LOT 5

- A. The Property is located on 1214 Kolle Avenue, which fronts a portion of public right-of-way in the City of South Pasadena (the "City") and the State of California.
- B. The Property is currently in very derelict condition and the Record Owners are desirous of erecting a new single family residence on their Property, which will dramatically improve the surrounding area and positively affect the neighboring property values.
- C. The Record Owners plan on making this new house and community their home and will move in upon completion of the project.
- D. Because the existing driveway is dangerously narrow and steep, the new house will have an expanded and graded driveway, providing for safer and better ingress and egress between the house and Kolle Avenue.
- E. The new driveway will access Kolle Avenue which will encroach upon the public right-of-way in front of the proposed house.
- F. A new retaining wall will also be erected, replacing the old retaining wall, to maintain the soil integrity and stability. (Collectively, C-F will be referred to as "improvements".)
- G. On March 23, 2014, the City Planning Commission approved Record Owners' application for Design Review and a Hillside Development Permit, which was subject to certain conditions of approval listed in Exhibit A.
- H. One condition of approval in Exhibit A by the Department of Public Work was to "[p]repare and submit a covenant for the proposed removal and replacement of the existing retaining wall

- located adjacent to the driveway and within public right of way for City's review and approval." (March 24, 2015, Notice of Decision, Exhibit A, Condition #12.)
- I. The portion of the City right-of-way in which the above referenced encroachments will be located is more particularly described in Exhibit B (Plat) and C (Legal Description) ("City Property").
- J. Use of the public right-of-way should not be construed as a grant of the public land or an actual or implied easement. The construction of any improvements on the City Property, including landscaping, shall be considered a revocable encroachment, pursuant to the conditions set forth below:

COVENANT:

NOW, THEREFORE, in consideration of the foregoing and as a condition of the issuance of the necessary permits and certificates in connection therewith, the Record Owners covenant, promise, and agree, on behalf of themselves, and on behalf of the Record Owners' heirs, representatives, successor-in-interests, and assigns, for the benefit of the City, the City's Property, and the Record Owner's Property, to adhere to the following provisions:

- 1. The City does hereby grant a revocable encroachment over the public right of way ("City's Property") adjacent to the Record Owner's Property for the aforementioned Improvements, with the following conditions:
- 2. Record Owners and/or their successors-in-interest shall maintain the City's Property as follows:
 - Any portion of the private Improvements that is acting as an integral structural component of the public roadway shall not be modified without prior written approval of the Public Works Department; and
 - b. The sloped area and its landscape cover shall be maintained to the satisfaction of the City. The City shall notify the Record Owners of any unsatisfactory condition in writing. If the unsatisfactory condition is not corrected within thirty (30) days of the date of notice, the City may provide for the necessary repairs and charge the Record Owners or their successors-in-interest for the cost plus expenses.
- 3. After a public hearing before the City Council of the City of South Pasadena ("City Council"), of which the Record Owners and/or their successors-in-interest were given reasonable notice and had an opportunity to be heard, if the City Council finds based on a reasonable basis that the removal of said improvements and the encroachment are necessary, the Record Owners and/or their successors-in-interest shall, at their sole expense, remove the improvements and the encroachment and all portions of the public right-of-way shall be vacated by the Record Owners and their successors-in-interest within one hundred twenty (120) days of being provided with the notice of the City Council's decision requiring the removal of the encroachment. All notices required herein shall be effectuated by mail to the last known address of the owner of record or personally delivered by the City to the Record Owners, their successors in interest, or any tenant of the property located at 1214 Kolle Avenue, South Pasadena, California. The decision of the City Council regarding removal of any part of the

- revocable encroachment, and Record Owners and/or their successors-in-interest waive all appeal rights and judicial review of any City decision to revoke the revocable encroachment.
- 4. In case of an emergency to any public owned utility, the City reserves the right to enter said public right-of-way (City Property) immediately and repair damages and shall remain harmless from claims and/or damages by reason of such entry.
- 5. The Record Owners and/or their successors-in-interest shall indemnify, hold harmless, and defend the City, City Council, and each member thereof, and every officer, employee, and agent of the City, from any liability or financial loss arising from any third party damage or injury resulting from their use of the public right-of-way (City Property) and the Record Owners' negligence or failure to perform pursuant to this Covenant. Except where the City has acted grossly negligent or with willful misconduct, the Record Owners and/or their successors-in-interest further waive all claims against the City for damages to the Record Owner's Property or personal property in, on, or about the public right-of-way, and for injury to persons in or about the public right-of-way (City Property).
- 6. In the event of any claim for which the City seeks indemnification from the Record Owners, the City will timely notify the Record Owners of the claim. The City may choose to control its own defense or to and give the Record Owners the right to control and direct the defense at Record Owners' sole expense, including the right to settle any such claim. The City shall give reasonable cooperation to the Record Owners for the defense of same.
- 7. Should any provision, section, paragraph, sentence, or word of this Covenant be rendered or declared invalid or ineffective by any final action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, or words of this covenant shall remain in full force and effect.
- 8. It is the intention that this shall constitute a covenant running with the land regarding the Record Owner's Property. This covenant shall be enforceable by and shall inure to the benefit of the City and the City's successors and assigns, and shall be jointly and severally binding upon the Record Owners, and each of the Record Owners' heirs, representatives, successors and assigns and/or their successors-in-interest.
- 9. This covenant shall remain in effect until (a) released in writing by the City Manager, based upon submittal of a request, applicable fees, and evidence to the satisfaction of the Director of Public Works that this covenant is no longer required; or (b) released in writing by the order of the City Council upon determination by the City Council that this covenant is no longer required.
- 10. This covenant shall be recorded in the Office of the County Recorder for the County of Los Angeles.

[NEXT PAGE]

Executed the day of	, 2017.
CITY OF SOUTH PASADENA:	
By Michael A. Cacciotti, Mayor	
RECORD OWNERS:	
ByGeorge C. Yang	By
APPROVED AS TO CONTENT:	
By Paul Toor, P.E. Public Works Director	
APPROVED AS TO FORM:	
By Teresa L. Highsmith City Attorney	
ATTEST:	
By Evelyn G. Zneimer City Clerk	

SEE NOTARIZED ATTACHMENT



CITY OF SOUTH PASADENA

1414 MISSION STREET, SOUTH PASADENA, CA 91030
Tel: 626.403,7210 - Fax: 626.403-7211

WWW.CI.SOUTH-PASADENA.CA.US

NOTICE OF DECISION

March 24, 2015

Overhaul Architecture Daniel Terrasi 530 S. Lake Avenue, No 380 Pasadena, CA 91101

SUBJECT:

1763-HDP-DRX

PROJECT ADDRESS:

1214 Kolle Avenue, South Pasadena

Dear Ms. Terrasi

NOTICE IS HEREBY GIVEN THAT on Monday, March 23, 2015, the City of South Pasadena Planning Commission approved applications for Design Review and a Hillside Development Permit to demolish a 1,235 square foot, one-story Ranch style house for the construction of a new two-story, 2,709 square foot Modern style house at 1214 Kolle Avenue, South Pasadena.

Said permit is subject to the following conditions of approval: See attached Exhibit "A".

Please note that this approval must be exercised within twelve (12) months from the effective date of approval. The effective date will be the 15th day following the decision date (5PM on April 7, 2015) if no appeal has been filed. This zoning approval is considered "exercised" on the date the construction plans are submitted to the Building Official for "plan check" review and the requisite plan check fees are paid. If this approval cannot be exercised by the expiration date, you must submit an application for an extension by March 28, 2015. An extension may be granted pursuant to SPMC Section 36.420.040 (Time Limits and Extensions). All rights granted by this approval may be revoked if the exercise of this approval is contrary to the conditions of approval or is in violation of the Zoning Code.

The Effective Decision Date of this approval is: April 7, 2015.

The Expiration Date of this approval is: April 7, 2016.

Any interested person may appeal this decision in writing to the City Council fifteen (15) calendar days from the date of the decision and must be accompanied by an \$815.00 appeal fee. Assuming no appeal is filed, the planning approval is valid for one (1) year from the effective date of approval.

Please note that you may submit the approved plans to the Building Division for "plan check" prior to the expiration date of the appeal period, however a building permit will not be issued within the appeal period. In the event an appeal is filed, your project will be put on indefinite hold until all planning process has been exhausted. Please note that if any changes occur during the appeal process, you will be required to resubmit revised plans and fees to the Building Division.

If you have any questions regarding this notice, please contact the Planning & Building Department at (626) 403-7220. Prior to the submittal of plans to the Building Division, please note that this letter along with property owner's acknowledgment below MUST be attached to the plans.

Sincerely,

John Mayer Senior Planner

c:

Property Owner

Property Owner's Acknowledgment of Approval

I understand that my construction project was approved on the condition that it will be built to exactly match the plans that the Planning Commission approved on: MARCH 23, 2015. If I decide to make any changes to those plans (i.e. materials, windows, doors, treatments, etc) during construction, I will seek approval from the Planning Department before making these changes.

•		
Ellen Yang Property Owner	Date	
George Yang Property Owner	Date	

EXHIBIT "A" CONDITIONS OF APPROVAL Hillside Development Permit and Design Review PROJECT NO. 1763-HDP-DRX

DEPARTMENT OF PLANNING AND BUILDING CONDITIONS

Planning Division

Project Conditions:

- 1. Approval by the Planning Commission does not constitute a building permit or authorization to begin any construction. An appropriate permit issued by the South Pasadena Building Division must be obtained prior to construction, enlargement, relocation, conversion or demolition of any building or structure on any of the properties involved with the Design Review and Hillside Development Permit.
- 2. All other requirements of any law, ordinance, or regulation of the State of California, City of South Pasadena, and any other government entity shall be complied with.
- 3. This Design Review and Hillside Development Permit is granted for the land and land use as described in the application and any attachments thereto, as shown on the development plans submitted to and approved by the Planning Commission on March 23, 2015
- 4. This Design Review and Hillside Development Permit and all rights hereunder shall terminate within twelve (12) months of the effective date of the Design Review and Hillside Development Permit unless otherwise conditioned and/or unless the use approved under the Design Review and Hillside Development Permit is commenced or an extension is granted based on a written request submitted to the Planning and Building Department prior to the expiration of the twelve month (12) period pursuant to Section 36.420 of the South Pasadena Municipal Code.
- Compliance with and execution of all conditions listed herein shall be necessary prior to
 obtaining any occupancy inspection clearance and/or prior to obtaining any occupancy
 clearance.
- 6. The applicant and each successor in interest to the property which is the subject of this project approval, shall defend, indemnify and hold harmless the City of South Pasadena and its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul any approval of the City, City Council or City Planning Commission concerning this use.
- 7. The construction shall be kept free of all loose materials resembling trash and debris in excess of that material used for immediate construction purposes. Such excess may include, but is not limited to: the accumulation of debris, garbage, lumber, scrap metal, concrete, asphalt, piles of earth, salvage materials, abandoned or discarded furniture, appliances or other household fixtures.
- 8. The hours of construction shall be limited to 8:00 a.m. to 7:00 p.m., Monday through Saturday and 10:00 a.m. to 7:00 p.m. on Sunday.

Building and Safety Division Conditions:

Project Conditions

9. The second sheet of building plans is to list all City of South Pasadena conditions of approval and is to include a "sticky-back" photocopy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check. Conditions are required from the following departments: Planning, Building, Fire, Police, Public Works and Code Enforcement.

Standard Conditions:

- 10. The initial plan check fee will cover the initial plan check and one recheck only. Additional review required beyond the first recheck shall be paid for on an hourly basis in accordance with the current fee schedule.
- 11. The second sheet of the building plans is to list all City of South Pasadena conditions approved from each department and/or division. This information shall be incorporated into the plans prior to the first submittal for plan check.

DEPARTMENT OF PUBLIC WORKS CONDITIONS

Project Conditions

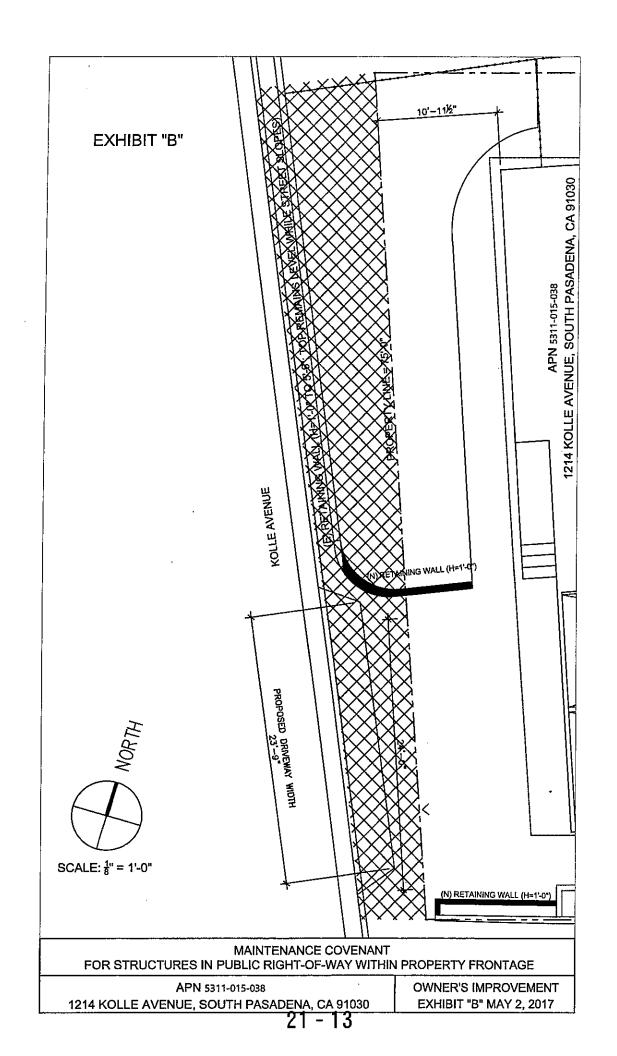
- 12. Prepare and submit a covenant for the proposed removal and replacement of the existing retaining wall located adjacent to the driveway and within public right of way for City's review and approval.
- 13. Provide a traffic sight distance study prepared by a licensed civil engineer for vehicular ingress and egress to the project.
- 14. Video inspect existing sewer lateral for obstructions and remove any obstructions observed. Provide a copy of the inspection video of the cleared pipe for review.
- 15. Provide L.A. County Sanitation District Fee Receipt/Clearance prior to connection to the City's sewer.
- 16. The applicant shall remove a minimum of 1" of existing asphalt pavement to centerline of Kolle Ave. fronting the property and replace in kind.
- 17. Submit a drainage/site improvement plan prepared by a licensed civil engineer.
- 18. Replace all broken, damaged or out of grade sidewalk or curb and gutter, asphalt/concrete, in front of the site to the satisfaction of the City Engineer.
- 19. The property owner shall provide a haul route and staging plan for review and approval to the Public Works Department prior to issuance of a building permit.

Project Conditions

- 20. Comply with all plan check corrections, revisions and conditions.
- 21. Replace all broken, damaged, or out-of—grade sidewalk, curb and gutter, painted curb markings, asphalt concrete damaged or disturbed during construction to the satisfaction of the City Engineer. Such items shall be repaired or restored to the documented condition found prior to the start of construction activity.
- 22. Any storage or occupation of the public right-of-way shall be subject to an encroachment permit and the monthly permit fee.

FIRE DEPARTMENT CONDITIONS

- 23. Project construction shall be in accordance with all applicable standards of the California Code of Regulations Title 19, the 2013 California Building Code, and the 2013 California Fire Code including class A roofing, spark arrestors, and smoke alarms.
- 24. During the time of construction, no mechanical equipment or trucks shall be located within 3'-0" of a fire hydrant except as otherwise or approved.



"Exhibit C Legal Description"

The following described property in the City of South Pasadena, County of Los Angeles, State of California.

Assessor Parcel Number: 5311-015-038

BEING A SURVEY OF LOT 4 AND A PORTION OF LOT 5 OF KOLLE TRACT NO. 2, IN THE CITY OF SOUTH PASADENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 121 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

County of Los Angeles)
On Time 05, 2017	_ before me, _M.C. Nieuwenhuis, Notary Public
,	(insert name and title of the officer)
personally appeared George	C. Yang, Ellen Y. Yang satisfactory evidence to be the person(s) whose name(s) is/are
who proved to me on the basis of	satisfactory evidence to be the person(s) whose name(s) is/are

subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ///

(Seal)

M. C. NIEUWENHUIS
Commission # 2108564
Notary Public - Galifornia
Los Angeles County
My Comm. Expires Apr 25, 2019

- Covenant

ATTACHMENT 2 P.C. Resolution No. 15-08

P.C. RESOLUTION NO. 15-08

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SOUTH PASADENA APPROVING AN APPLICATION FOR DESIGN REVIEW AND HILLSIDE DEVELOPMENT PERMIT (PROJECT NO. 1763-HDP-DRX) TO DEMOLISH A ONE-STORY, RANCH STYLE HOUSE AND CONSTRUCT A NEW TWO-STORY, 2,709 SQUARE FOOT, MODERN STYLE HOUSE LOCATED AT 1214 KOLLE AVENUE.

WHEREAS, on October 31, 2014, the applicant, Danielle Terrasi (on behalf of the property owners, Ellen and George Yang) submitted applications for Design Review and a Hillside Development Permit to build a 994 square foot addition to a one-story home. The project adds a new second story and introduces a modern architectural style theme for the home at 1214 Kolle Avenue; and

WHEREAS, on November 13, 2014, the applications were deemed incomplete due to missing information; and

WHEREAS, on November 24, 2014, the applications were deemed complete; and

WHEREAS, Staff determined that the proposed project is Categorically Exempt from the provisions of the California Environmental Quality Act (CEQA), under Article 19, Section 15301 (Existing Facilities) of the California Guidelines for Implementation of the CEQA. Specifically, the project involves an addition to an existing structure where the area in which the project is located is not environmentally sensitive; and

WHEREAS, after notices issued pursuant to the requirements of South Pasadena Municipal Code, the Planning Commission held a duly noticed public hearing on December 15, 2014 at which time all interested parties were given the opportunity to be heard and present evidence. On December 15, 2014, the Planning Commission continued this matter, with the applicant's concurrence, so that the applicant could address concerns raised by the Planning Commission; and

WHEREAS, on January 21, 2015, the applicant submitted a new plan that involves demolition of the 1,235 square foot, one-story Ranch style house for the construction of a new two-story, 2,709 square foot Modern style house (the "project"); and

WHEREAS, on February 19, 2015, the project was deemed complete; and

WHEREAS, after notices issued pursuant to the requirements of South Pasadena Municipal Code, the Planning Commission held a duly noticed public hearing on March 23, 2015 at which time all interested parties were given the opportunity to be heard and present evidence.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF SOUTH PASADENA DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1: Pursuant to the provisions of the California Environmental Quality Act, Public Resources Code Section 21000 et. seq. ("CEQA"), and the State's CEQA Guidelines, the Planning Commission finds that the project is Categorically Exempt from the provisions of the California Environmental Quality Act (CEQA), under Article 19, Section 15303 (Existing Facilities) of the California Guidelines for Implementation of the CEQA. Specifically, the project involves an addition to an existing structure where the area in which the project is located is not environmentally sensitive. This project has been determined not to have a significant impact on the environment..

SECTION 2: The proposed project is consistent with all four applicable findings to approve Design Review of the project, as follows:

- a. Is consistent with the General Plan, any adopted design guidelines and any applicable design criteria for specialized areas (e.g., designated historic or other special districts, plan developments, or specific plans);
 - The proposed project is consistent with the General Plan and the City's adopted design guidelines for enhancing existing non-historic homes. The new house is designed with consideration of the character and scale of the existing development in the vicinity. The mass and scale of the house are well proportioned and in keeping with other two-story homes in the neighborhood.
- b. Will adequately accommodate the functions and activities proposed for the site, will not unreasonably interfere with the use and enjoyment of neighboring, existing, or future developments, and will not create adverse pedestrian or traffic hazards.
 - The layout of the proposed house would adequately accommodate the functions and activities proposed for the site. The purpose of the project is to demolish the existing 1,235 square foot, single family home in order to build a larger, two-story home with a modern architectural style. The house would be built on the existing building pad. The driveway would be widened from 11'-6" to 24'-0" to accommodate a third parking space. The project would also fit within the required setbacks and height limit. The design and layout of this project would not unreasonably interfere with the use and enjoyment of neighboring, existing, or future developments, and will not create adverse pedestrian or traffic hazards.
- c. Is compatible with the existing character of the surrounding neighborhood and all reasonable design efforts have been made to maintain the attractive, harmonious, and orderly development contemplated by this Section, and the General Plan.

Single family homes in the vicinity have modern features including flat roof lines, metal framed windows, stucco walls, and a minimal use of exterior details. The proposed house has complementary features including a sand float stucco, (medium textured) finish and red wood cedar elements. The design also would add mass and height to the existing conditions of the property; however, the arrangement of the roof angled volumes, the combination of stucco and wood, the windows and wall openings help to break up that massing. The overall design of the project will maintain the attractive, harmonious, and orderly development contemplated by this Section, and the General Plan.

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d. Provides a desirable environment for its occupants and neighbors, and is aesthetically of good composition, colors, materials, and texture, that would remain aesthetically appealing with a reasonable level of maintenance and upkeep.

The proposed house features Modern-style treatments including: aluminum -framed windows, sand float stucco, and red cedar wood siding elements. These materials have been approved in the past and are known to be appealing with a reasonable level of maintenance and upkeep.

SECTION 3: The Commission finds that the proposed project is consistent with all five applicable findings to grant the Hillside Development Permit for the project pursuant to South Pasadena Municipal Code Section 36.410.065, as follows:

1. The proposed use complies with the requirements of Division 36.340 (Hillside Protection) and all other applicable provisions of this Zoning Code.

The proposed project is located within a Residential Low Density zoning district. The proposed project satisfies the design guidelines as outlined in the findings listed above. The design is consistent with the design standards as stated in the South Pasadena Zoning Code, Section 36.340.040 (Hillside Development Design Guidelines). The proposed project also meets or exceeds the minimum development standard requirements as outlined in the 'Zoning Code Considerations and Analysis' section of this report.

2. The proposed use is consistent with the General Plan and any applicable Specific Plan.

The South Pasadena General Plan (Section 2.5G) outlines the goals for Hillside Development. Goal No. 19 of the General Plan is to ensure that new development within the hillside areas of South Pasadena does not adversely impact the character of the City. The proposal is to demolish a 1,235 square foot house for the construction of a new two-story house. The proposal is consistent with the findings for Design Review. Meeting that criteria and satisfying those findings are necessary for ensuring compatibility with the neighborhood's architectural characteristics and hillside context.

3. The establishment, maintenance, or operation of the use would not, under the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the neighborhood of the proposed use.

The proposed use is a new, two-story single-family residence in a Single Family zoning district. As such, the establishment, maintenance and operation of the use is anticipated and permitted by the General Plan and Zoning Code. It would be consistent with adjoining residential uses as it will be constructed within the parameters allowed by the City's Zoning and Building Codes, including the provision of a two-car garage and one open guest parking space. Furthermore, the applicant is subject to the review by the City's Building, Fire, Public Works, Planning and Building Departments. Such compliance is necessary prior to obtaining occupancy clearance. Therefore, it would not be detrimental to the health, safety or general

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welfare of adjoining neighbors.

4. The use, as described and conditionally approved, would not be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City.

The proposed project would be compatible with the neighborhood context. Structures in the neighborhood are one and two-story single family homes. Therefore, the proposed use and improvements to the subject lot would not be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City.

5. The design, location, operating characteristics, and size of the proposed use would be compatible with the existing and future land uses in the vicinity, in terms of aesthetics, character, scale, and views protection.

The Design Review findings outlined above indicate that the proposed project design, location, operation characteristics, and size are compatible with the existing and future land uses in the vicinity in terms of aesthetics, character, scale and view protection. The building's design complements the character of the hillside in that it conforms to the maximum height limit of 24'-0" and the massing is broken into components.

SECTION 4: For the foregoing reasons and based on the information and findings included in the Staff Report, and provided during the public hearing, the Planning Commission of the City of South Pasadena hereby approves the application for Design Review, and the Hillside Development Permit (Project No. 1763-HDP-DRX) related to the proposed project at 1214 Kolle Avenue.

SECTION 5: Any interested person may appeal this decision or any portion of this decision to the City Council. Pursuant to the South Pasadena Municipal Code, any such appeal must be filed with the City, in writing, and with the appropriate appeal fee, no later than fifteen (15) days, following the date of the Planning Commission's final action.

SECTION 6: The Secretary shall certify that the foregoing Resolution was adopted by the Planning Commission of the City of South Pasadena at a duly noticed regular meeting held on the 23rd day of March 2015.

PASSED, APPROVED, AND ADOPTED this 23rd day of March 2015, by the following vote:

AYES:

DAVIS, GEORGE & TOM

NOES:

NONE

ABSENT:

DAHL & MORRISH

ABSTAIN: NONE

-SIGNATURES TO FOLLOW ON NEXT PAGE-

Richard Tom, Secretary

ATTEST:

Anthony George, Commissioner

EXHIBIT "A" CONDITIONS OF APPROVAL Hillside Development Permit and Design Review PROJECT NO. 1763-HDP-DRX

DEPARTMENT OF PLANNING AND BUILDING CONDITIONS

Planning Division

Project Conditions:

- 1. Approval by the Planning Commission does not constitute a building permit or authorization to begin any construction. An appropriate permit issued by the South Pasadena Building Division must be obtained prior to construction, enlargement, relocation, conversion or demolition of any building or structure on any of the properties involved with the Design Review and Hillside Development Permit.
- 2. All other requirements of any law, ordinance, or regulation of the State of California, City of South Pasadena, and any other government entity shall be complied with.
- 3. This Design Review and Hillside Development Permit is granted for the land and land use as described in the application and any attachments thereto, as shown on the development plans submitted to and approved by the Planning Commission on March 23, 2015
- 4. This Design Review and Hillside Development Permit and all rights hereunder shall terminate within twelve (12) months of the effective date of the Design Review and Hillside Development Permit unless otherwise conditioned and/or unless the use approved under the Design Review and Hillside Development Permit is commenced or an extension is granted based on a written request submitted to the Planning and Building Department prior to the expiration of the twelve month (12) period pursuant to Section 36.420 of the South Pasadena Municipal Code.
- Compliance with and execution of all conditions listed herein shall be necessary prior to obtaining any occupancy inspection clearance and/or prior to obtaining any occupancy clearance.
- 6. The applicant and each successor in interest to the property which is the subject of this project approval, shall defend, indemnify and hold harmless the City of South Pasadena and its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul any approval of the City, City Council or City Planning Commission concerning this use.
- 7. The construction shall be kept free of all loose materials resembling trash and debris in excess of that material used for immediate construction purposes. Such excess may include, but is not limited to: the accumulation of debris, garbage, lumber, scrap metal, concrete, asphalt, piles of earth, salvage materials, abandoned or discarded furniture, appliances or other household fixtures.
- 8. The hours of construction shall be limited to 8:00 a.m. to 7:00 p.m., Monday through

Saturday and 10:00 a.m. to 7:00 p.m. on Sunday,

Building and Safety Division Conditions:

Project Conditions

9. The second sheet of building plans is to list all City of South Pasadena conditions of approval and is to include a "sticky-back" photocopy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check. Conditions are required from the following departments: Planning, Building, Fire, Police, Public Works and Code Enforcement.

Standard Conditions:

- 10. The initial plan check fee will cover the initial plan check and one recheck only. Additional review required beyond the first recheck shall be paid for on an hourly basis in accordance with the current fee schedule.
- 11. The second sheet of the building plans is to list all City of South Pasadena conditions approved from each department and/or division. This information shall be incorporated into the plans prior to the first submittal for plan cheek.

DEPARTMENT OF PUBLIC WORKS CONDITIONS

Project Conditions

- 12. Prepare and submit a covenant for the proposed removal and replacement of the existing retaining wall located adjacent to the driveway and within public right of way for City's review and approval.
- 13. Provide a traffic sight distance study prepared by a licensed civil engineer for vehicular ingress and egress to the project.
- 14. Video inspect existing sewer lateral for obstructions and remove any obstructions observed. Provide a copy of the inspection video of the cleared pipe for review.
- 15. Provide L.A. County Sanitation District Fee Receipt/Clearance prior to connection to the City's sewer.
- 16. The applicant shall remove a minimum of 1" of existing asphalt pavement to centerline of Kolle Ave. fronting the property and replace in kind.
- 17. Submit a drainage/site improvement plan prepared by a licensed civil engineer.
- 18. Replace all broken, damaged or out of grade sidewalk or curb and gutter, asphalt/concrete, in front of the site to the satisfaction of the City Engineer.
- 19. The property owner shall provide a haul route and staging plan for review and approval to the Public Works Department prior to issuance of a building permit.

Project Conditions

20. Comply with all plan check corrections, revisions and conditions.

21 - 23

- 21. Replace all broken, damaged, or out-of—grade sidewalk, curb and gutter, painted curb markings, asphalt concrete damaged or disturbed during construction to the satisfaction of the City Engineer. Such items shall be repaired or restored to the documented condition found prior to the start of construction activity.
- 22. Any storage or occupation of the public right-of-way shall be subject to an encroachment permit and the monthly permit fee.

FIRE DEPARTMENT CONDITIONS

- 23. Project construction shall be in accordance with all applicable standards of the California Code of Regulations Title 19, the 2013 California Building Code, and the 2013 California Fire Code including class A roofing, spark arrestors, and smoke alarms.
- 24. During the time of construction, no mechanical equipment or trucks shall be located within 3'-0" of a fire hydrant except as otherwise or approved.

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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:

June 21, 2017

TO:

Honorable Mayor and City Council

VIA:

Elaine Aguilar, Interim City Manager 4

FROM:

Anthony J. Mejia, Chief City Clerk

SUBJECT:

Authorize a Letter of Opposition to Senate Bill 649 (Hueso)

Wireless and Small Cell: Telecommunications Facilities

Recommendation

It is recommended that the City Council authorize a Letter of Opposition to Senate Bill 649 (SB 649) related to wireless and small cell: telecommunications facilities.

Fiscal Impact

There is no fiscal impact.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

On June 14, 2017, Councilmember Joe requested, and received a second by Mayor Cacciotti, to authorize a letter of opposition to SB 649.

On February 17, 2017, SB 649 was introduced by Senator Ben Hueso from San Diego. SB 649 was amended by Senator Hueso and has since been heard in the Senate Energy, Utilities and Communications Committee, Senate Governance and Finance Committee, and Senate Appropriations Committee. On May 31, 2017, the Senate passed SB 649 and ordered the bill to the Assembly. As currently proposed, SB 649 would dictate that "small cell" sites are permitted "by right" without local discretionary review in all zoning districts, including residential districts. The League of California Cities (LCC) is opposed to SB 649 and has asked cities to express their opposition to the bill as well.

Analysis

SB 649 preempts local authority by requiring local governments to make available sites they own for the installation of "small cell" sites, thereby giving control of public property to private telecommunications companies, while also precluding local governments from leasing or licensing publicly-owned property. This proposal shifts local land use authority away from local government

Letter of Opposition to SB 649 – Wireless and Small Cell: Telecommunications Facilities June 21, 2017
Page 2 of 2

and places said authority with private interest companies not required to take public input into account when making decisions.

SB 649 provides a de facto exemption to the California Environmental Quality Act (CEQA) for the installation of such facilities and precludes consideration by the public of the aesthetic, nuisance impacts, and other environmental impacts of these facilities.

Local governments typically encourage new technology because of its potential to improve the quality of life for their residents. However, this proposal excludes the public from decisions that could affect the aesthetics of their community and quality of the environment by requiring local governments to approve "small cells" in all land use zones including residential and public right-of-way zones. Although SB 649 sets limits on the size of antennae and equipment at a given site, it does not consider the possible cumulative effects of multiple installations within a given neighborhood or area of a city.

The City currently has regulations in place regarding placement of wireless facilities in the public right-of-way which could be preempted by SB 649.

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 *South Pasadena Review* and/or the *Pasadena Star-News*.

Upon posting of the May 17, 2017 City Council Agenda, the agenda and staff report were transmitted to members of the City's Youth Commission.

Attachments:

- 1. Draft Letter of Opposition to SB 649
- 2. SB 649 Legislation Text
- 3. League of California Cities Flyer on SB 649

ATTACHMENT 1Letter of Opposition

OFFICE OF THE CITY COUNCIL

1414 MISSION STREET, SOUTH PASADENA, CA 91030
TEL: (626) 403-7210 • FAX: (626) 403-7211

WWW.SOUTHPASADENACA.GOV

June 21, 2017

The Honorable Chris Holden, Assembly Member California State Capitol P.O. Box 942849
Sacramento, CA 94249

Re: Senate Bill 649 (Hueso) Wireless and Small Cell: Telecommunications Facilities - Notice of Opposition

Dear Assembly Member Holden:

The City of South Pasadena opposes Senate Bill 649 (SB 649), which would prohibit local discretionary review of "small cell" wireless antennas, including equipment collocated on existing structures or located on new "poles, structures, or non-pole structures," including those within the public right-of-way and buildings. In essence, your legislation preempts adopted local land use plans by mandating that "small cells" be allowed in all zones as a use by-right. Not only is this a *de facto* exemption to the California Environmental Quality Act (CEQA) for installation of such facilities, but it essentially precludes any consideration by the public of the aesthetic, nuisance, and environmental impacts of these facilities, all of which are of particular importance when the proposed location of facilities is within a residential zone.

SB 649 also unconstitutionally preempts local authority by requiring local governments to make available sites they own for the installation of a "small cell." While the city may place "fair and reasonable terms and conditions" on the use of city property, the proposal does not provide the city with any discretion to deny a "small cell" to be located on city property except for fire department sites. In effect, this measure unconstitutionally gives control of public property to private telecommunications companies, while also precluding local governments from leasing or licensing publicly owned property.

SB 649 would also limit the rent a local government can charge a wireless company to place a small cell on public property to a "cost-based" fee. Not only does this give favorable treatment to one industry over others who are paying the appropriate market rate for access to city property, but it deprives the public from receiving fair-market value for the use of their property.

While local government is typically supportive of new technology, especially if it has the potential to dramatically improve the quality of life for their residents, SB 649 goes too far by requiring local governments to approve "small cells" in all land use zones, including residential zones, through a ministerial permit, thereby shutting the public out of decisions that could affect the aesthetics of their community and the quality of their environment.

For the reasons discussed above, the City of South Pasadena opposes SB 649.

Sincerely,

Michael A. Cacciotti

Mayor

Richard D. Schneider, M.D.

Mayor Pro Tem

Robert S. Joe Councilmember Marina Khubesrian, M.D. Councilmember

Diana Mahmud Councilmember

cc;

Honorable Anthony Portantino, State Senator

Honorable Ben Hueso, State Senator

Jeff Kiernan, League Regional Public Affairs Manager

Meg Desmond, League of California Cities

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ATTACHMENT 2Senate Bill 649 Legislation Text

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SB-649 Wireless telecommunications facilities. (2017-2018)

SHARE THIS:

Date Published: 05/02/2017 09:00 PM

AMENDED IN SENATE MAY 02, 2017

AMENDED IN SENATE MARCH 28, 2017

CALIFORNIA LEGISLATURE--- 2017-2018 REGULAR SESSION

SENATE BILL

No. 649

Introduced by Senator Hueso
(Principal coauthor: Assembly Member Quirk)
(Coauthor: Senator Dodd)

February 17, 2017

An act to amend Section 65964 of, and to add Section 65964.2 to, the Government Code, relating to telecommunications.

LEGISLATIVE COUNSEL'S DIGEST

SB 649, as amended, Hueso. Wireless telecommunications facilities.

Under existing law, a wireless telecommunications collocation facility, as specified, is subject to a city or county discretionary permit and is required to comply with specified criteria, but a collocation facility, which is the placement or installation of wireless facilities, including antennas and related equipment, on or immediately adjacent to that wireless telecommunications collocation facility, is a permitted use not subject to a city or county discretionary permit.

This bill would provide that a small cell is a permitted use,—not subject only to a specified permitting process adopted by a city or—county—discretionary—permit, county, if the small cell meets specified requirements. By imposing new duties on local agencies, this bill would impose a state-mandated local program. The bill would authorize a city or county to require an-administrative—permit encroachment permit or a building permit, and any additional ministerial permits, for a small cell, as specified. The bill would define the term "small cell" for these purposes.

Under existing law, a city or county, as a condition of approval of an application for a permit for construction or reconstruction of a development project for a wireless telecommunications facility, may not require an escrow deposit for removal of a wireless telecommunications facility or any component thereof, unreasonably limit the duration of any permit for a wireless telecommunications facility, or require that all wireless telecommunications facilities be limited to sites owned by particular parties within the jurisdiction of the city or county, as specified.

This bill would require permits for these facilities to be renewed for equivalent durations, as specified.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature finds and declares that, to ensure that communities across the state have access to the most advanced wireless communications technologies and the transformative solutions that robust wireless connectivity enables, such as Smart Communities and the Internet of Things, California should work in coordination with federal, state, and local officials to create a statewide framework for the deployment of advanced wireless communications infrastructure in California that does all of the following:

- (a) Reaffirms local governments' historic role and authority with respect to wireless communications infrastructure siting and construction generally.
- (b) Reaffirms that deployment of telecommunications facilities in the rights-of-way is a matter of statewide concern, subject to a statewide franchise, and that expeditious deployment of telecommunications networks generally is a matter of both statewide and national concern.
- (c) Recognizes that the impact on local interests from individual small wireless facilities will be sufficiently minor and that such deployments should be a permitted use statewide and should not be subject to discretionary zoning review.
- (d) Requires expiring permits for these facilities to be renewed so long as the site maintains compliance with use conditions adopted at the time the site was originally approved.
- (e) Requires providers to obtain all applicable building or encroachment permits and comply with all related health, safety, and objective aesthetic requirements for small wireless facility deployments on a ministerial basis.
- (f) Grants providers fair, reasonable, nondiscriminatory, and nonexclusive access to locally owned utility poles, street-lights, streetlights, and other suitable host infrastructure located within the public right-of-way and in other local public places such as stadiums, parks, campuses, hospitals, transit stations, and public buildings consistent with all applicable health and safety requirements, including Public Utilities Commission General Order 95.
- (g) Provides for full recovery by local governments of the costs of attaching small wireless facilities to utility poles, street-lights, streetlights, and other suitable host infrastructure in a manner that is consistent with existing federal and state laws governing utility pole attachments generally.
- (h) Permits local governments to charge wireless permit fees that are falr, reasonable, nondiscriminatory, and cost based.
- (i) Advances technological and competitive neutrality while not adding new requirements on competing providers that do not exist today.
- SEC. 2. Section 65964 of the Government Code is amended to read:
- **65964.** As a condition of approval of an application for a permit for construction or reconstruction for a development project for a wireless telecommunications facility, as defined in Section 65850.6, a city or county shall not do any of the following:
- (a) Require an escrow deposit for removal of a wireless telecommunications facility or any component thereof. However, a performance bond or other surety or another form of security may be required, so long as the amount of the bond security is rationally related to the cost of removal. In establishing the amount of the security, the city or county shall take into consideration information provided by the permit applicant regarding the cost of removal.
- (b) Unreasonably limit the duration of any permit for a wireless telecommunications facility. Limits of less than 10 years are presumed to be unreasonable absent public safety reasons or substantial land use reasons. However, cities and counties may establish a build-out period for a site. A permit shall be renewed for an equivalent duration unless the city or county makes a finding that the wireless telecommunications facility does not comply

with the codes and permit conditions applicable at the time the permit was initially approved.

- (c) Require that all wireless telecommunications facilities be limited to sites owned by particular parties within the jurisdiction of the city or county.
- **SEC. 3.** Section 65964.2 is added to the Government Code, to read:
- **65964.2.** (a) A small cell shall be a permitted use—net subject *only* to a *permitting process adopted by a* city or county—discretionary permit pursuant to subdivision (b) if it satisfies the following requirements:
- (1) The small cell is located in the public right-of-way in any zone or in any zone that includes a commercial or industrial use.
- (2) The small cell complies with all applicable—state federal, state, and local health and safety—regulations. regulations, including compliance with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.).
- (3) The small cell is not located on a fire department facility.
- (b) (1) A city or county may require that the small cell be approved pursuant to—a single administrative—permit a building permit or its functional equivalent in connection with placement outside of the public right-of-way or an encroachment permit or its functional equivalent issued consistent with Sections 7901 and 7901.1 of the Public Utilities Code for the placement in public rights-of-way, and any additional ministerial permits, provided that—the permit is all permits are issued within the time frames timeframes required by state and federal law.
- (2) An-administrative-permit-Permits issued pursuant to this subdivision may be subject to the following:
- (A) The same administrative permit requirements as for similar construction projects and applied in a nondiscriminatory manner.
- (B) The submission of A requirement to submit additional information showing that the small cell complies with the Federal Communications Commission's regulations concerning radio frequency emissions referenced in Section 332(c)(7)(B)(iv) of Title 47 of the United States Code.
- (C) A condition that the applicable permit may be rescinded if construction is not substantially commenced within one year. Absent a showing of good cause, an applicant under this section may not renew the permit or resubmit an application to develop a small cell at the same location within six months of recision.
- (D) A condition that small cells no longer used to provide service shall be removed at no cost to the city or county.
- (E) Compliance with building codes, including building code structural requirements.
- (F) A condition that the applicant pay all electricity costs associated with the operation of the small cell.
- (G) A condition to comply with feasible design and collocation standards on a small cell to be installed on property not in the right-of-way.
- (3) The administrative permit-Permits issued pursuant to this subdivision shall not be subject to:
- (A) Requirements to provide additional services, directly or indirectly, including, but not limited to, in-kind contributions from the applicant such as reserving fiber, conduit, or pole space.
- (B) The submission of any additional Information other than that required of similar construction projects, except as specifically provided in this section.
- (C) Limitations on routine maintenance or the replacement of small cells with small cells that are substantially similar, the same size or smaller.
- (D) The regulation of any-antennas micro wireless facilities mounted on-cable-strands, a span of wire,
- (c) A city or county shall not preclude the leasing or licensing of its vertical infrastructure located in public right-of-way or public utility easements under the terms set forth in this paragraph. Vertical infrastructure shall be made available for the placement of small cells under fair and reasonable fees, terms, and-conditions and offered on a nondiscriminatory basis-for-small-cells. Fees-shall be cost-based, and shall not exceed the lesser of either of the-following: conditions, which may include feasible design and collocation standards. A city or county may

reserve capacity on vertical infrastructure if the city or county adopts a resolution finding, based on substantial evidence in the record, that the capacity is needed for projected city or county uses. Fees shall be tiered or flat and within a range of \$100 to \$850 per small cell per year, indexed for inflation from the effective date of this section.

(1) The costs of ownership of the percentage of the volume of the capacity of the vertical infrastructure rendered unusable by a small cell.

- (2)The rate produced by applying the formula adopted by the Federal Communications Commission for telecommunications pole attachments in Section 1.1409(e)(2) of Part 47 of the Code of Federal Regulations.
- (d) A city or county shall not-unreasonably discriminate-in-the-leasing or licensing-of against the deployment of a small cell on property owned by the city or county and shall make space available on property not located in the public right-of-way owned-or-operated by the city or county for installation of a small cell. A city or county shall authorize the installation of a small cell on property owned or controlled by the city or county not located within the public right-of-way to the same extent the city or county permits access to that property for under terms and conditions that are no less favorable than the terms and conditions under which the space is made available for comparable commercial projects or uses. These installations shall be subject to reasonable and nondiscriminatory rates, terms, and conditions, which may include feasible design and collocation standards.
- (e) Nothing in this section shall be construed to alter, modify, or amend any franchise or franchise requirements under state or federal law.

(e)

- (f) For purposes of this section, the following terms have the following meanings:
- (1) (A) "Small cell" means a wireless telecommunications facility, as defined in Section 65850.6, using licensed or unlicensed spectrum that meets the following qualifications:
- (i) Any individual antenna, All antennas on the structure, excluding the associated equipment, is individually no more than three cubic-feet in volume, and all antennas on the structure total no more than six cubic feet in volume, whether in a single array or separate.
- (ii) (I) The associated equipment on pole structures does not exceed 21 cubic feet for poles that can support fewer than three providers or 28 cubic feet for pole collocations that can support at least three providers, or the associated equipment on nonpole structures does not exceed 28 cubic feet for collocations that can support fewer than three providers or 35 cubic feet for collocations that can support at least three providers, provided that any individual piece of associated equipment or pole structures do not exceed nine cubic feet.
- (II) The following types of associated ancillary equipment are not included in the calculation of equipment volume:
- (ia) Electric meters and any required pedestal.
- (ib) Concealment elements.
- (ic) Any telecommunications demarcation box.
- (id) Grounding equipment.
- (ie) Power transfer switch.
- (if) Cut-off-Cutoff switch.
- (ig) Vertical cable runs for the connection of power and other services.
- (B) "Small cell" includes a micro wireless facility that is no larger than 24 inches long, 15 inches in width, 12 inches in height, and that has an exterior antenna, if any, no longer than 11 inches.

(B)

- (C) "Small cell" does not include—communications—infrastructure—extending—beyond—the_telecommunications demarcation box. either of the following:
- (i) Coaxial or fiber optic cables that do not exclusively provide service to that small cell.

- (ii) Wireless facilities placed in any historic district listed in the National Park Service Certified State or Local Historic Districts or in any historical district listed on the California Register of Historical Resources or placed in coastal zones subject to the jurisdiction of the California Coastal Commission.
- (2) (A) "Vertical Infrastructure" means all poles or similar facilities owned or controlled by a city or county that are in the public right-of-way or public utility easements and meant for, or used in whole or in part for, communications service, electric service, lighting, traffic control,-signage, or similar functions.
- (B) For purposes of this paragraph, the term "controlled" means having the right to allow subleases or sublicensing. A city or county may impose feasible design or collocation standards for small cells placed on vertical infrastructure, including the placement of associated equipment on the vertical infrastructure or the ground.
- (g) Existing agreements regarding the leasing or licensing of vertical infrastructure entered into prior to the' effective date of this section remain in effect, subject to applicable termination provisions. The operator of a small cell may accept the rates of this section for small cells that are the subject of an application submitted after the agreement is terminated pursuant to the terms of the agreement.
- (h) Nothing in this section shall be construed to impose an obligation to charge a use fee different than those authorized by Part 2 (commencing with Section 9510) of Division 4.8 of the Public Utilities Code on a local publicly owned electric utility.

4

- (i) The Legislature finds and declares that small cells, as defined in this section, have a significant economic impact in California and are not a municipal affair as that term is used in Section 5 of Article XI of the California Constitution, but are a matter of statewide concern.
- **SEC. 4.** No reimbursement is required by this act pursuant to Section 6 of Article XIIIB of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

22 - 12 6/14/17, 3:54 PM

ATTACHMENT 3League of California Cities Fact Sheet

(Control of the Service of Servic

 PROMISE: The wireless industry promises SB 649 will allow locals to keep their discretion over "small cell" installations in their communities.

REALITY: SB 649 only gives complete discretion over small cell installation in coastal zones and historic districts, while the rest of <u>California's communities</u> lose their full ability to:

- Negotiate any public benefit such as access for police, fire, or library services.
- ➤ Require regular maintenance, repair, or replacement of broken small cells.
- Reserve pole space for public safety or energy efficiency technology such as police cameras or solar panels.
- Negotiate a market rate lease with wireless carriers for installation of their private equipment on public taxpayer funded property.
- ➤ Generate flexible revenue to pay for services such as police, fire, parks, and pension obligations.
- ➤ Allow for public input for the location and design of "small cells" even if right outside their homes or in communities attempting to improve their aesthetic character in key residential or business areas.
- 2. PROMISE: The wireless industry promises SB 649 will help deliver the most advanced "small cell" technology with "sufficiently minor" impacts on local governments-justifying their push to remove local discretion and community input.

REALITY: SB 649's "small celis" aren't so small. Using the least restrictive regulations, SB 649 allows for large, unsightly, and nearly unlimited installations in public spaces (6 cubic feet for antennas and 21 cubic feet for on pole equipment)—all without community input or local approval. Communities will also be burdened and unable to control the amount and size of the following "anciliary" equipment since it's excluded from the bill's small cell definition:

- > Electric meters and any required pedestal.
- > Concealment elements.
- Any telecommunications demarcation box.

- > Grounding equipment.
- > Power transfer switch.
- > Cutoff switch.
- Vertical cable runs for the connection of power and other services.
- **3. PROMISE:** The wireless industry promises SB 649 will assist in the rapid deployment of 5G technology, create thousands of jobs, and prepare California for the future.

REALITY: In reality, SB 649:

- ➤ Cannot promise communities 5G capable technology because the standards for 5G are still being developed and is not readily available for deployment today.
- ➤ Does not require "small cells" to meet any technological standard such as 5G, 4G, or any quality or reliability standards, leaving uncertain exactly what is being "streamlined."
- Does not require the wireless industry to build out their networks to unserved or underserved communities, instead rewards the industry for existing deployment patterns.
- Instead of creating jobs, SB 649 actually limits the ability for communities (non-coastal or historic areas), especially those that have been historically marginalized or struggled to attract business, to improve the aesthetics of their neighborhoods and business corridors.
- ➤ Sets a dangerous precedent of limiting the ability for local governments to leverage use of their public property to negotiate a public benefit and generate flexible revenue for essential government services, further eroding local dollars and adding additional pressure to raise taxes or reduce services.
- Removes local input and any incentive for local governments and the wireless industry to collaborate on the deployment of the most advanced technology, likely resulting in costly litigation throughout the state.



1400 K Street, Suite 400 Sacramento, California 95814 Phone: (916) 658-8200

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:

June 21, 2017

TO:

Honorable Mayor and City Council

VIA:

Elaine Aguilar, Interim City Manager

FROM:

Paul Toor, Public Works Director

Kristine Courdy, Public Works Operations Manager

Jenna Shimmin, Senior Management Analyst

SUBJECT:

Award of Contract to Climatec, LLC to Perform an Energy and

Water Resources Investment Grade Audit

Recommendation

It is recommended that the City Council:

- 1. Accept a proposal dated April 13, 2017 from Climatec, LLC (Climatec) to perform an energy and water resources investment grade audit (Project);
- 2. Reject all other proposals received; and
- 3. Authorize the City Manager to execute an agreement with Climatec on behalf of the City of South Pasadena (City).

Fiscal Impact

Climatec, the Consultant, offered to conduct the investment grade audit at no charge to the City and without obligation to do project development or implementation with Climatec. The Consultant will be compensated for their services if in case the City elects to proceed with project implementation with Climatec.

Commission Review and Recommendation

This matter has been not reviewed by any Commission.

Background

The City Council has shown an interest in enhancing City facilities and saving money through improvements to City energy consuming equipment. In 2015, the Renewable Energy Council (REC) was formed to investigate the potential environmental and economic benefits of using renewable energy, such as solar, at City facilities. In June 2016, the REC presented a report to the City Council regarding the opportunities for the City to save energy and money by replacing inefficient equipment with state of the art, energy efficient equipment, and identified opportunities for solar projects in the City. An energy and water audit is necessary in developing projects and initiatives, which, once implemented, would conserve energy and water, reduce utility expenses, and reduce facility maintenance expenses.

Award of Contract for an Energy and Water Resources Investment Grade Audit June 21, 2017
Page 2 of 3

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."

A Request for Proposal (RFP) was developed for a Consultant to engage in a multi-phase project consisting of an energy and water resources investment grade audit as the first phase and a future phase to include developing and implementing a comprehensive package of City approved energy and water savings measures. In February 2017, the RFP was advertised in the South Pasadena Review, the City website, and was also directly sent to fourteen firms with previous experience in performing investment grade audits for municipalities. Proposals were received from the following four (4) firms:

- Climatec, Van Nuys
- Opterra, Pasadena
- Ameresco, Brea
- Siemens, Cypress

A committee consisting of staff and one REC member reviewed and ranked all of the proposals and after reviewing the proposals and interviewing all the vendors, Climatec was ranked as the best qualified firm to perform the services, based on a combination of experience, scope of services and Project understanding.

Climatec is a best-value energy partner based in Van Nuys, California who specializes in providing facility building technologies and energy solutions. Their exclusive project team is specifically experienced in reducing energy consumption through innovative approaches. They have provided similar investment grade audits for Cities of Beverly Hills, Fountain Valley, Blythe and San Leandro. Staff has checked Climatec references and has found them to be satisfactory. Staff is recommending to award this contract for the Project, which is essentially cost fee, to Climatec.

The first phase is the investment grade audit that Climatec's is essentially proposing to perform

Award of Contract for an Energy and Water Resources Investment Grade Audit June 21, 2017
Page 3 of 3

at no cost. After the investment grade audit is complete, staff will evaluate the proposed energy conservation measures and recommend implementation of specific measures based on the projected cost savings. The Consultant is offering the audit free of charge in anticipation of performing the project implementation; however there is no commitment for the City to proceed with the project implementation in the proposed professional services agreement.

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: Climatec Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of South Pasadena / Climatec)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of South Pasadena, a California municipal corporation ("City"), and Climatec ("Consultant").

2. RECITALS

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

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

3. **DEFINITIONS**

- 3.1. "Scope of Services": Such professional services as are set forth in Exhibit A and incorporated herein by this reference.
- 3.2. "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

- 3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is zero Dollar (\$0).
- 3.5. "Commencement Date": June 21, 2017.
- 3.6. "Termination Date": December 31, 2017

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. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.4. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a 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.).
- 5.5. 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.

- 5.6. 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. Leo Salas 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.
- 5.7. **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.
- 5.8. **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.
- 5.9. Notification of Organizational Changes. Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.10. Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

6.1. General Prohibition. This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or

- transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. Compensation for Subcontractors. City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved markup as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. General. City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. As the Consultant is providing the investment grade audit at no cost to the City, there will not be any compensation for the work to be performed under this agreement. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. Invoices. Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.

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

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Consultant shall defend, indemnify, and hold the City, tis elected officials, officers, employees, and agents free and harmless form any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. No Agent Authority. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

- 10.3. Independent Contractor Status. Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. Indemnification of CalPERS Determination. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 Consultant to Indemnify City. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.
- 11.4 Attorneys Fees. Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

- 11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 Waiver of Statutory Immunity. The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7 Indemnification by Subcontractors. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8 Insurance Not a Substitute. City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1. Insurance Required. Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
 - Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: South Pasadena Investment Grade Audit
 - Documentation of Best's rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.
- 12.3. Coverage Amounts. Insurance coverage shall be at least in the following minimum amounts:
 - Professional Liability Insurance:

\$1,000,000 per occurrence,

General Liability:

•	General Aggregate:	\$2,000,000
•	Products Comp/Op Aggregate	\$2,000,000
•	Personal & Advertising Injury	\$1,000,000
•	Each Occurrence	\$1,000,000
•	Fire Damage (any one fire)	\$ 100,000
•	Medical Expense (any 1 person)	\$ 10,000

Workers' Compensation:

•	Workers' Compensation	Statutory Limits
•	EL Each Accident	\$1,000,000
•	EL Disease - Policy Limit	\$1,000,000
•	EL Disease - Each Employee	\$1,000,000

Automobile Liability

Any vehicle, combined single limit \$1,000,000

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

- 12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. Worker's Compensation Insurance. Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, nonowned, and hired automobiles and, trucks.
- 12.7. Professional Liability Insurance or Errors & Omissions Coverage. The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

- 12.8. Claims-Made Policies. If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. Additional Insured Endorsements. The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. Failure to Maintain Coverage. In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. Notices. Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired 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: Paul Toor, Public Works Director, South Pasadena, CA 95945.
- 12.12. Consultant's Insurance Primary. The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 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 deductables 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

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

With courtesy copy to:

Teresa L. Highsmith, Esq.
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd. Ste. 850
Pasadena, CA 91101
Telephonou (213) 542-5700

Telephone: (213) 542-5700 Facsimile: (213) 542-5710

If to Consultant

Thomas Jackson 18002 Cowan Suite 200 Irvine, CA 92614 Telephone: (949) 474-0955 Facsimile: (949) 474-0956

15. SURVIVING COVENANTS

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

16. TERMINATION

- 16.1. City Termination. City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.

- 16.3. Compensation Following Termination. Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. Integration of Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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

18. GENERAL PROVISIONS

- 18.1. Confidentiality. All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. Conflicts of Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the

following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

- 18.8. Waiver. No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. Excused Failure to Perform. Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. Remedies Non-Exclusive. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. Attorneys' Fees. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

TO EFFECTUATE THIS AGREEMENT representatives to execute this Agreement on the second s	Γ, the parties have caused their duly authorized the dates set forth below.
"City" City of South Pasadena	"Consultant" Climatec
By:	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 Work

The Consultant will evaluate and propose applicable Energy Conservation Measures (ECM's) including but not limited to:

- Heating ventilation & air conditioning (HVAC) system optimization, retrofit, upgrade or replacement
- · Interior and exterior lighting retrofit or replacement
- Outside, street, and area lighting retrofit or replacement
- Open standards wireless platform and applications to control, dim, monitor, and help
 maintain street lighting LED retrofit investment, plus enable a platform for future City
 applications such as parking, automated meter reading, charging stations, traffic, etc.
- Building Automation System (BAS) installation, upgrade, or expansion leveraging existing technology
- Building envelope upgrades
- Renewable Energy options such as solar and onsite battery storage
- Infrastructure improvements that reduce energy and/or reduce operating costs
- Other training, remote monitoring services, and on-going support services that will
 ensure objectives of program are met over the term of the agreement

All proposed Energy Conservation Measures must be provided on a turn-key basis, including all necessary permits, engineering, design, installation, commissioning, delivery, training, warranty service, and regulatory compliance. The Consultant will be responsible for performing the following investment-grade-audit:

Phase 1: Energy and Water Audit

- Conduct a comprehensive investment-grade audit of City facilities and infrastructure, including, but not limited to, buildings, parks, water facilities, and city-owned street lights. The investment grade audit shall identify and analyze all opportunities for water and energy cost savings;
- Conduct a comprehensive feasibility analysis of distributed generation opportunities for City facilities, including solar PV and solar arrays, and any other economically and environmentally viable distributed generation (DG) solutions. The City has identified several city facilities as possible locations for a solar array, but no specific studies for this site (or other potentials citywide for solar PV) have been made;
- Perform an analysis of the information gathered and determine whether improvements can be implemented to reduce energy and water consumption, or increase efficiency to generate cost savings;

- Prepare a detailed report summarizing the results of the energy and water audit and analysis, and DG feasibility study, including all costs and benefits of each individual measure analyzed;
- Make recommendations for viable energy and water projects in City facilities based on the audit/analyses and the goals of the program. Recommendations including but not limited to energy and water savings measures, cost and payback shall be broken down for each City facility by energy and water savings measure;
- During this phase Consultant shall develop schematic designs to obtain preliminary budgets. Consultant shall prepare preliminary estimate of project payback and identify potential funding sources for the project.
- Prepare and conduct presentations to City, and provide support to City staff for presentation to the City Commissions and City Council, summarizing activities, analyses, and recommendations of the energy and water audit. It is anticipated that there will be up to three (3) presentations during this audit phase.

The Consultant shall perform the following tasks:

- A. Project Kick-Off Meeting: Introduce staff, provide any background information/data needs of the Consultant, confirm work order and tasks to be performed, prioritize the facilities, and discuss expectations, reporting requirements and the communications process.
- B. Report on Current and Potential City Energy and Water Efficiencies; and On-site Generation Options:
 - 1. Analyze and report on energy efficiency (electricity and natural gas) and water usage at all City facilities, providing an analysis of building systems, equipment, operations, and operational procedures for optimal performance, include the following thorough assessments:
 - a. Existing equipment;
 - b. Equipment replacement, repair, or rehabilitation;
 - c. Potential alternative processes;
 - d. Proposed energy and water efficiency and conservation projects;
 - e. Equipment controls;
 - f. Lighting (internal/external for buildings/parks and remaining non-LED street lights);
 - g. HVAC equipment;
 - h. Well equipment;
 - i. Automation;
 - j. Space utilization and programming;

- k. Pumps;
- 1. Non Computerized Irrigation Systems (CIS) Irrigation Controllers;
- m. Building envelope performance with evaluation for cooling/heat gain or loss, transmission and leakage. The site visit will include: review of historical data of existing energy usage, meeting with the facilities' staff, touring the facilities, identifying all major lighting, HVAC equipment and systems, determining occupancy schedules, energy use patterns, etc.
- n. Solar potential, alternative fuel sources, and identifying facility or occupancy changes that could affect energy/water use; and
- o. Each proposed project will be discussed on a facility-by-facility basis with separate savings and cost. All project cost analysis shall include cost of materials, lifecycle analysis, labor, engineering design, permits, project management, commissioning of the measures, and staff training.
- Conduct a feasibility review for onsite power generation using fuel cells, micro-turbines, heat recovery systems, solar photovoltaic cells, solar water heating and cogeneration, including, without limitation, serving some or all of the City's electrical load with onsite generation options or other efforts as applicable.
- 3. Identify any other cost efficient energy/water-efficient equipment, on-site power generation, heat recovery or renewable energy systems that would provide a benefit to the City.
- 4. Conduct an assessment of City usage and policies as they affect energy/water usage and cost.
- 5. Identify suitable enterprise software programs that could be used for monitoring and reporting the energy consumption and GHG emissions.
- 6. Develop and provide a template/matrix that can subsequently be used by the City for future facility energy/water evaluations and audits.
- 7. Summarize pre-existing energy/water conditions at City facilities and quantify energy/water savings that are projected to be realized as a result of future projects and projects that may be in progress.
- 8. Provide a comprehensive list of specific energy/water efficiency projects to be considered during the next three to five years, including descriptions of the projects, job creation and/or retention, GHG reduction benefits, any restrictions or limitations, and permits required, with a cost/benefit analysis prepared for all potential energy/water efficiency projects proposed for implementation.
- 9. Provide a comprehensive list of potential revenue and funding sources/grants/incentive programs or rebates, including regional programs, that could result in revenue to the City to offset rising energy and water costs, including a description of the funding source/program, the method for applying for those funds, any requirements or limitations (such as matching funds from the City), and the estimated funds the City could receive.
- 10. For all proposed recommendations, provide a full lifecycle economic assessment with and without available federal, state or utility company

rebates, including estimated installation cost, cost of maintenance, insurance, and all other costs.

The City retains the final decision on which potential projects to ultimately implement (some or all), and the prioritization/timing for project implementation. The City further retains the exclusive right to modify the project list prioritization and whether or not a potential project is ultimately contracted for implementation.

The objectives of this project are to identify energy and water saving solutions through a citywide audit. The Consultant shall develop a comprehensive package of energy and water savings measures and related City infrastructure improvements with zero capital outlay from the City that will pay for themselves over time from cost savings, and continue to reduce operational costs to the City once paid for. The ultimate goal for the City is to have the services and capital improvements financed through an energy performance and/or water use contract which can accomplish the following:

- Achieves significant long-term cost savings through reduced energy and water use, and related operating cost savings;
- Achieves an annual guarantee for cost savings for each year of the contract;
- Turn-key project design and implementation of improvements and updates to the City's infrastructure;
- · Upgrades old and/or inefficient systems;
- Maintains consistent and reasonable levels of occupant comfort;
- · Maintains building functionality and compatibility with existing equipment;
- Improves utilization of technology to achieve optimum performance and savings;
- Provides additional benefits that directly result from energy related services and capital improvements, reduced maintenance needs, improved indoor air quality, building improvements, etc.;
- · Minimizes financial and technical risk to the City;
- Provides training to employees on maintenance and repair of equipment and controls;
- Provides comprehensive funding solutions; and
- Provides on-going annual metrics for use in reporting on the City's Benchmarking Policy (to be completed by July 2017).
- Create and fund innovative programs or measures within the overall project that create benefits and contribute to the City's goals and objectives related to:
 - o Greenhouse gas reduction and carbon mitigation
 - o Economic development within the City
 - o Community workforce training and development
- Publicity, branding and marketing of the City as a leader in energy and environmental stewardship.

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 Malmud, Councilmember

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

COUNCIL AGENDA:

June 21, 2017

TO:

Honorable Mayor and City Council

VIA:

Elaine Aguilar, Interim City Manager

FROM:

Arthur Miller, Chief of Police

Mike Neff, Captain

SUBJECT:

Discussion of City Public Safety Policy on Immigrant Status and

Federal Enforcement

Recommendation

It is recommended that the City Council take public comment on this agenda item and provide any additional direction to staff, including potential referral of this matter to the Public Safety Commission.

Fiscal Impact

There is no fiscal impact associated with this item.

Commission Review and Recommendation.

This matter was not reviewed by a Commission.

Background

In response to concerns expressed by several residents regarding treatment of minorities and immigrants on a nationwide basis, on December 21, 2016, the City Council unanimously adopted a Resolution Re-Affirming the City of South Pasadena's Commitment to Diversity and to Safeguarding the Civil Rights, Safety and Dignity of All Our City Residents. A copy of that resolution is attached to this staff report.

Since the City of South Pasadena adopted Resolution No. 7491, various cities in California, including the City of Pasadena, have taken action to withdraw from any existing Cooperative Agreements with the federal Immigration and Customs Enforcement Agency (ICE) and identify themselves of "Sanctuary" cities regarding immigration status enforcement.

At the May 3, 2017 City Council Meeting, Councilmember Khubesrian, requested and received a second on her motion to agendize a discussion of resident concerns on the City's existing public safety policies regarding cooperation with federal enforcement of immigration status for the May 17, 2017 City Council agenda.

Discussion of City Public Safety Policy on Immigrant Status and Federal Enforcement June 21, 2017
Page 2 of 3

Analysis

The City of South Pasadena Police Department is funded by local tax revenues (such as local property taxes and the UUT) within the City's general fund. The City's Police Department is not paid to investigate and enforce federal law violations regarding the ICE, nor do federal officers have the authority to demand this, absent the existence of a Cooperative Agreement with ICE. Cooperative Agreements with ICE establish protocols for assisting federal agents to capture and hold immigrants who are living in the U.S. illegally and who are accused of serious crimes. These Cooperative Agreements also provide reimbursement to the local agency which contracts with ICE for reimbursement of police officer time (including overtime) spent in assistance of federal agents and holding arrestees at local jails for a period of time not to exceed 48 hours (excluding Saturdays, Sundays and holidays), pursuant to a detainer issued by a federal immigration officer (a so-called "ICE hold" or Form I-247.)

The City of South Pasadena has never had a Cooperative Agreement with ICE; accordingly, our police department does not participate in any ICE operations which may take place in South Pasadena, nor does any South Pasadena police officer play any role in any arrest or detention of an ICE arrestee.

The City of South Pasadena does not have a detention facility (jail); arrests made by the City's police officers for violations of local or state laws are booked at the jails in Alhambra or Pasadena. As a result, the City of South Pasadena would not be the recipient of any "ICE hold" request regarding anyone detained in jail in either Pasadena or Alhambra, nor has the City of South Pasadena ever received such a request. Any 48-hour "ICE hold" would be issued to the detention facility itself.

Because the City of South Pasadena has never had a Cooperative Agreement with ICE, does not participate in any ICE operations or play any role in any ICE arrests or detentions, and is not subject to any "ICE hold" request, South Pasadena does not participate in any of the conduct regarding enforcement of immigration status for which some residents have expressed concern. The designation of "Sanctuary City" is not applicable to South Pasadena or any city which does not assist ICE with their enforcement of immigration status through a Cooperative Agreement and which is not subject to any "ICE hold" request due to the absence of a detention facility or jail.

For all these reasons, Resolution No. 7491 reaffirms the City of South Pasadena's commitment to diversity and safeguarding of civil rights for all of our residents is an appropriate and existing policy which extends to all residents of South Pasadena regardless of immigration status.

Legal Review

The City Attorney has reviewed this item.

Discussion of City Public Safety Policy on Immigrant Status and Federal Enforcement June 21, 2017
Page 3 of 3

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 No. 7491

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RESOLUTION NO. 7491

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AFFIRMING THE CITY OF SOUTH PASADENA'S COMMITMENT TO DIVERSITY AND TO SAFEGUARDING THE CIVIL RIGHTS, SAFETY AND DIGNITY OF ALL OF OUR RESIDENTS

WHEREAS, the City of South Pasadena believes that diversity of backgrounds, perspectives, and experiences of the American people – native and immigrant – makes our nation, communities, bonds between neighbors, and economies richer and stronger; and

WHEREAS, the City of South Pasadena is committed to protecting the civil rights and liberties of all of our residents, partnering with our community leaders to foster a positive dialogue and to speak against human injustices and abuses, and welcoming immigrants to our community; and

WHEREAS, the City of South Pasadena values all of its residents and recognizes the rights of individuals to live their lives with dignity, free of discrimination and intimidation because of their race, color, religion, national origin, sex, gender identity, immigration status, disability, housing status, economic status, or other social status; and

WHEREAS, the City Council stands firm with all our residents and will work with community to protect against acts of violence, intimidation and discrimination that are rooted in fear, ignorance, prejudice, and hate; and

WHEREAS, fostering a relationship of trust, respect, and open communication between City officials and residents is essential to the City's mission of delivering efficient public services in partnership with our community which ensures public safety, a prosperous economic environment, opportunities for our youth, and a high quality of life for all residents.

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

SECTION 1. The City of South Pasadena declares it the public policy of the City to be inclusive and to respect the inherent worth of every person, without regard to a person's race, color, religion, national origin, sex, gender identity, immigration status, disability, housing status, economic status, political affiliation, or cultural practices.

RESOLUTION NO. 7491

Page 2

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

PASSED, APPROVED AND ADOPTED ON this 21st day of December, 2016.

Michael A. Cacciotti, Mayor

ATTEST:

APPROVED AS TO FORM:

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 21st day of December, 2016, by the following vote:

AYES:

Joe, Khubesrian, Mahmud, Schneider, and Mayor Cacciotti

NOES:

None

ABSENT:

None

ABSTAINED: None

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:

June 21, 2017

TO:

Honorable Mayor and City Council

VIA:

Elaine Aguilar, Interim City Manager

FROM:

David G. Watkins, AICP, Director of Planning & Building John Mayer, AICP, Saniar Planting

John Mayer, AICP, Senior Planner

SUBJECT:

First Reading and Introduction of an Ordinance Amending the

South Pasadena Municipal Code to Update the City of South

Pasadena Historic Preservation Ordinance

Recommendation

It is recommended that the City Council read by title only for first reading, waive further reading, and introduce an ordinance (Attachment 1) that repeals Article IVH (Cultural Heritage Commission) of Chapter 2 (Administration) of the South Pasadena Municipal Code (SPMC) with a new Article IVH (Preservation Ordinance) to update and strengthen the legal framework needed to protect the City of South Pasadena's (City) Cultural Resources.

Fiscal Impact

There is no fiscal impact associated with this Preservation Ordinance.

Environmental Analysis

This item is exempt from the California Environmental Quality Act (CEQA) based on State CEQA Guidelines Section 15308, Class 8 which consists of actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for the protection of the environment.

Commission Review and Recommendation

On June 6, 2017, the Cultural Heritage Commission (CHC) unanimously recommended adoption of the proposed Preservation Ordinance.

Background

In 2007, the State Office of Historic Preservation awarded the City with a grant to help fund revisions to the ordinance. South Pasadena is a Certified Local Government (CLG) which means that the City is eligible for Federal grants, and technical assistance. Staff retained the services of Historic Resources Group (HRG) to review the current ordinance for possible legal issues,

Proposed Preservation Ordinance June 21, 2017 Page 2 of 6

antiquated content and inconsistent standards. HRG prepared a diagnosis report of those issues and used that information to draft a new ordinance. Since 2008, the CHC has tailored the draft ordinance in a way that will help the CHC with its decision making and it will help the public by having a clear understanding of the CHC's purpose and its processes.

On November 19, 2014, staff presented a draft of the Preservation Ordinance to the City Council during a study session. Staff subsequently worked with the City Attorney and the CHC to make some clarifications that the City Council identified at the study session. On November 12, 2015, the public was invited to a special meeting of the CHC to learn about the Preservation Ordinance. Staff created a webpage so that the public can access the entire ordinance. On November 19, 2015, the CHC recommended adoption of the Preservation Ordinance.

On December 16, 2015, the City Council held a second study session to review the Preservation Ordinance. The City Council detected some confusion between some of the technical terms in the ordinance and inconsistencies with the references to defined terms. The City Council was scheduled to hold a Public Hearing to introduce the new ordinance for first reading on February 17, 2016. However, it was continued to a future date so staff could make additional edits to the new ordinance. The City Council also requested procedures for the demolition of older buildings not listed on the Inventory or previously surveyed, reflecting concerns that buildings are not properly evaluated before they are approved for demolition. Staff wanted to ensure that some of the recommendations of HRG's 2017 Survey Report are consistent with the proposed Preservation Ordinance.

On April 20, 2017, the CHC considered a recommendation on the proposed ordinance. At that meeting, members of the South Pasadena Preservation Foundation (SPPF) identified a list of concerns and suggested edits that they wanted to discuss with the CHC. The CHC selected a subcommittee to meet with the SPPF members and discuss these concerns.

On Tuesday, May 23, 2017, the CHC's subcommittee met with representatives of the SPPF. Some of the changes were minor edits to the "Definitions" section, including the one for "Alteration" which could mean changes to the interior of designated landmarks (i.e. the Rialto Theater.) Citizens in the field of construction were added to the list of potential commissioners who would be qualified to serve on the CHC. The criteria that the CHC uses to approve projects were strengthened to include bulletins, technical briefs, and other instructive materials that the National Parks Service makes available for the treatment of historic properties. The SPPF also wanted Mills Act contracts to run in perpetuity instead of an automatic renewal after six years. Such properties tend to have expensive maintenance costs. They preferred that this "automatic sunset clause" be optional for the City in cases involving a specific preservation project, such as a seismic retrofit.

On June 6, 2017, the CHC held a special meeting to review the changes and discussed them with the SPPF. The CHC also worked with the City's Building Official to draft language regarding the review of construction work that may be necessary in connection with a structure that poses an

Proposed Preservation Ordinance June 21, 2017 Page 3 of 6

imminent threat to life, limb, or property. The proposed ordinance would require that the Building Official consider demolition as the final course of action, used only when bracing, shoring, or isolation of a structure is not feasible to abate an imminent threat. The CHC is recommending that this section also include a consultation process with the Planning and Building Department and the CHC's Chairperson; see Section 2.66, Paragraphs three and four (Page 33). Staff is concerned that codifying this consultation process would impede the City's decision making process when faced with an emergency situation. The CHC ultimately recommended adoption of the proposed ordinance, which included the SPPF comments.

Analysis

The current preservation ordinance, Article IVH (Cultural Heritage Commission) of Chapter 2 (Administration) of the SPMC has been an effective tool for implementing the City's historic preservation efforts since 1992. The proposed ordinance would repeal and replace that part of the SPMC in order to address several deficiencies and current preservation issues. The main purpose of this revised ordinance is to strengthen the City's legal framework needed to assure continued protection of its historic character and scale.

Properties over 45 Years Old

Anyone requesting to demolish a building or structure that is 45 years old or older which has not been identified as a Cultural Resource would need to file a "notice of intent to demolish" with the Planning Division. A project applicant would also need to make a deposit with the City that would cover the costs of hiring an architectural historian to prepare a Historic Resource Evaluation (HRE). An HRE contains in-depth information about a property and is used to determine if a structure is an historical resource under CEQA. It also assesses the impacts to a historical resource (Attachment 2). The HRE and plans for the replacement project would be presented to the CHC at a duly noticed public hearing. The property would also be posted with a notice of intent to demolish.

The CHC would determine whether the property to be demolished meets the national, state, or local criteria for designation. If the property is eligible, the CHC would recommend to the City Council that it be added to the Inventory. If the City Council adds the property to the Inventory, and the applicant wishes to proceed with demolition, they would need to apply for a Certificate of Appropriateness and make an additional deposit for the necessary CEQA documentation. Demolition of a historical resource is a significant impact to the environment.

The CEQA process would facilitate a discussion about alternatives which could include relocation of the structure or building. Pages 29 and 30 of the Proposed Ordinance (paragraphs 10 and 11) describe the findings the CHC would need to make in order to approve the demolition, or relocation as an alternative to demolition. These procedures are similar to other cities that impose historic evaluations of properties over 45 years old. See Attachment 3 for a summary of other cities procedures.

Proposed Preservation Ordinance June 21, 2017 Page 4 of 6

Preservation Planning Districts

The proposed Preservation Ordinance acknowledges the recommendations of HRG's 2017 Survey Report and its identification of "planning districts". These are areas that are not eligible for historic district status, but do retain broad characteristics that reflect important periods of the City's development. The proposed Preservation Ordinance includes a definition of a "Preservation Planning District" on Page 8. Under the "Enumerated Powers" section, the CHC is given the review authority of properties within Preservation Planning Districts (Page 11).

Proposed Preservation Ordinance

The proposed Preservation Ordinance includes the following sections:

- <u>Purpose Statement (Section 2.58)</u>: establishes the City's reasons for enacting preservation laws. It explains the City's preservation goals so that everyone clearly understands why South Pasadena preserves historic buildings and what it hopes to accomplish by regulating the look of new construction.
- <u>Definitions (Section 2.59A)</u>: includes a concise set of definitions of terms that are used throughout the Preservation Ordinance.
- <u>Enabling Authority (Section 2.59B)</u>: identifies the legal authority by which the City is able to regulate historic buildings and historic areas. It includes a discussion on the state and federal legal framework for preservation in California.
- <u>Cultural Heritage Commission (Section 2.61)</u>: identifies the entity charged with administering and enforcing the ordinance (the CHC). Since South Pasadena is a Certified Local Government through the State Office of Historic Preservation, the City must comply with certain requirements in order to maintain that status. The ordinance must have an "adequate and qualified historic preservation review commission."
- <u>Powers and Duties of the Commission (Section 2.62)</u>: gives the CHC broad powers to discuss and review all matters related to historic preservation. It also gives latitude for the City Council, to send historic preservation related items to the CHC for review and follow-up.
- <u>Register of Landmarks and Historic Districts (Section 2.63)</u>: Landmarks and Historic
 Districts are officially designated by the City Council as being worthy of public interest
 and protection. This section of the ordinance outlines the procedure for registering a
 landmark and historic district.
- <u>Inventory of Cultural Resources (Section 2.64)</u>: This is the formal adopted list of properties that are determined historically significant through a systematic survey and evaluation of buildings within the City. The proposed ordinance has provisions for compiling and regularly updating an accurate and complete survey of potential historic resources. This is considered one of the best ways to ensure that the City's CEQA determinations are legally adequate, and it also serves as an excellent planning tool in general.

- <u>Certificate of Appropriateness Alteration and Demolition (Section 2.65)</u>: A Certificate of Appropriateness is a permit that the CHC grants to a property owner who submits plans to alter, demolish, relocate, or remove a building or structure that is listed on the Inventory. The Proposed Ordinance has precise, tailored standards that the CHC can now use for the various applications that are submitted for review. The new review criteria will be useful for property owners who need to know how a project should be designed so that it meets the CHC's expectations. It also allows the courts to judge the validity of the CHC's decisions.
- Certificate of Appropriateness Not Required Work Related to Public or Safety (Section 2.66): This section includes provisions for the review of demolitions that are necessary in order to protect the interest of public health and safety. The proposed ordinance would require that the Building Official consider alternatives to demolition, to the greatest extent possible, when work must be done to prevent a structure from collapsing. Such alternatives would include securing the premises, securing the building, bracing of the structure, shoring, or similar work to stabilize the structure. Once stabilized, the owner or person in control of the property would need the CHC's approval for a plan to address the substandard condition.

The CHC is recommending that this section also include a consultation process with the Planning and Building Department and the CHC. Staff is concerned that codifying this consultation process would impede the City's decision making process when faced with an emergency situation.

- <u>Enforcement and Penalties (Section 2.67)</u>: This section includes enforcement provisions designed to protect cultural resources from demolition, inappropriate alterations, and failure by an owner to maintain them.
- <u>Historic Preservation Incentives (Section 2.68)</u>: This section includes provisions for the Mills Act contract. It allows a tax reduction for a property owner who agrees to perform certain restoration and maintenance tasks over a ten-year period. New language in the proposed ordinance would ensure that the Mills Act incentive is being applied in an appropriate way, that there is follow up and enforcement of the Mills Act contracts, and that an annual report will be provided to the City Council regarding the status of Mills Act contracts.
- <u>Severability of Provisions (Section 2.69)</u>: Severability refers to a provision that states if parts of the ordinance are held to be unenforceable, the remainder of the ordinance should still apply.

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

Proposed Preservation Ordinance June 21, 2017 Page 6 of 6

City's website and/or notice in the South Pasadena Review.

Attachments:

- 1. Draft Ordinance
- 2. HRE Outline
- 3. Survey of Cities, Demolition Procedures (45 Years or Older)

ATTACHMENT 1 Draft Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
REPEALING AND REPLACING ARTICLE IVH
(CULTURAL HERITAGE COMMISSION) OF
CHAPTER 2 (ADMINISTRATION) WITH A NEW
ARTICLE IVH (CULTURALHERITAGE
COMMISSION) OF THE SOUTH PASADENA
MUNICIPAL CODE TO UPDATE THE LEGAL
FRAMEWORK NEEDED TO PROTECT
THE CITY'S CULTURAL RESOURCES

WHEREAS, on February 19, 1992, the City Council adopted Ordinance No. 2004, which amended Chapter 2 of the South Pasadena Municipal Code related to the Cultural Heritage Commission (Commission); and

WHEREAS, the purpose of the formation of the Commission under Chapter 2, Article IVH of the South Pasadena Municipal Code is to promote the public health, safety, and general welfare by providing for the identification, protection, enhancement, perpetuation, and use of Improvements, buildings, structures, signs, objects, features, sites, places, landscape and areas within South Pasadena that reflect special elements of the City of South Pasadena's (City) architectural, artistic, cultural, engineering, aesthetic, historical, political, and social heritage (Cultural Heritage Ordinance); and

WHEREAS, on April 27, 2006, the Commission and staff determined that the Cultural Heritage Ordinance needs to be evaluated and revised in order to address current preservation issues and better achieve the City's preservation goals; and

WHEREAS, on October 1, 2007, the State Office of Historic Preservation awarded the City with a grant to partially fund draft revisions to the Cultural Heritage Ordinance; and

WHEREAS, on October 28, 2008, Historic Resources Group (Consultant), who meets the Secretary of the Interior's Professional Qualification Standards, completed a review of the current Cultural Heritage Ordinance and prepared a draft revised ordinance that addressed possible legal issues, antiquated content, and inconsistent language; and

WHEREAS, on August 21, 2014, the Commission completed its review and fine tuning of the Consultant's draft revised ordinance that was prepared by and has recommended approval of a new Cultural Heritage Ordinance (new Ordinance); and

WHEREAS, on November 19, 2014, the City Council held a study session to review the new Ordinance. At that time, the City Council directed staff to work with the Commission to make some additional clarifications and address inconsistencies; and

WHERAS, on November 12, 2015, the Commission held a special meeting for the public to learn about the changes contained in the new Ordinance; and

WHERAS, on November 19, 2015, the Commission recommended that the City Council adopt the new Ordinance; and

WHEREAS, on February 17, 2016, the City Council held a properly noticed Public Hearing introducing the new Ordinance for first reading. At that time, the item was continued to a future date so that staff can make some additional refinements to the new Ordinance; and

WHERAS, on June 6, 2017, the Commission recommended that the City Council adopt the new Ordinance including additional provisions that would allow the Commission to review any proposed demolition of structures that are not listed on the Inventory of Historic Resources and are greater than 45 years old; and

WHEREAS, on June 21, 2017, the City Council held a properly noticed Public Hearing introducing the new Ordinance for first reading.

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

SECTION 1. The City Council hereby finds that the Cultural Heritage Ordinance will not have a direct and significant impact on the environment, so is exempt under Section 15308, Class 8 of the CEQA Guidelines which consists of actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the Maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for the protection of the environment.

SECTION 2. That Article IVH (Cultural Heritage Commission) of Chapter 2 (Administration) of the South Pasadena Municipal Code is hereby repealed in it's entirely and replaced with the following new IVH (Cultural Heritage Commission):

ARTICLE IVH. CULTURAL HERITAGE COMMISSION

2.58A Title. This article shall be known as the "Cultural Heritage Ordinance."

2.58B - Purpose. The purpose of the Cultural Heritage Ordinance is to promote the public health, safety, and general welfare by providing for the identification, protection, enhancement, perpetuation, and use of Improvements, buildings, structures, signs, objects, features, Sites, places, landscapes and areas representing the City's architectural,

artistic, cultural, engineering, aesthetic, historical, political, social, and other heritage as provided herein. This ordinance is anticipated to achieve the following within the City of South Pasadena:

A. Sense of Place

- 1. To preserve, maintain, and safeguard the City's heritage and character as embodied and reflected in the Sites, structures, and neighborhoods that serve as significant reminders of the city's social, educational, cultural and architectural history;
- 2. To foster civic and neighborhood pride, a sense of identity based on the recognition and use of Cultural Resources, and continuity of the city's historic character, scale, and small town atmosphere in all future construction; and
- 3. To encourage Maintenance and Preservation of areas that are associated with a historic event, activity, or persons that contribute to the historic character of districts, neighborhoods, Landmarks, historic structures, and artifacts.

B. Physical Setting

- 1. To preserve diverse and harmonious architectural styles, reflecting phases of the City's history and to encourage complementary contemporary design and construction;
- 2. To identify as early as possible, and resolve conflicts between the Preservation of Cultural Resources and alternative uses of the subject property; and
- 3. To conserve valuable material and energy resources by ongoing historic or adaptive new use and;

C. Education

- 1. To promote the use and enjoyment of private and public historic structures, districts, and Cultural Resources as appropriate for the appreciation, general welfare, and recreation of the people of the City;
- 2. To foster pride in the ownership of City historic or Cultural Resources;
- 3. To encourage public knowledge, understanding, and appreciation of our cultural and environmental heritage;

D. Economic

- 1. To stabilize and enhance neighborhoods and property values and increase economic and financial benefits to the City and its inhabitants:
- 2. To adopt incentives that promotes the Preservation and rehabilitation of historic structures.

2.59A Definitions.

A. Definitions, "A."

Accessory Dwelling Unit means an attached or detached residential dwelling unit which provides independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An Accessory Dwelling Unit includes an efficiency unit, as defined by Section 17958.1 of the Health and Safety Code, and a manufactured home, as defined by Section 18007 of the Health and Safety Code.

Alteration means any construction or direct/indirect physical change to a Cultural Resource including: the exterior of a building, structure, site, or object; the designated interior of a Landmark property (including Character-Defining interior features not described in original landmark documentation, but subsequently discovered and documented; a Historic District; a potential Historic District; or a Preservation Planning District which may have a significant adverse effect on Character-Defining features of a Cultural Resource. Alteration shall also include new construction of additions, but not include ordinary maintenance and repairs.

Architectural Historian means an architectural historian who meets the Secretary of the Interior's Professional Qualifications Standards in architectural history as defined by the National Park Service.

B. Definitions, "B"

<u>Building Official means the City of South Pasadena officer or other designated</u> <u>authority charged with the administration and enforcement of the building, housing, electrical, plumbing, and related codes.</u>

C. Definitions, "C"

California Environmental Quality Act (CEQA) shall refer to the State of California law requiring public agencies to study, document and consider the potential environmental effects of a proposed action prior to allowing the action to occur. Collectively, the provisions of CEQA are codified in Public Resources Code Section 21000 et seq. and in the State of California CEQA Guidelines, as described in the California Code of Regulations, Title 14, Chapter 3, Section 15000 et seq.

California Office of Historic Preservation (also known as the Office of Historic Preservation or OHP) means the agency that carries out the provisions of the National Historic Preservation Act of 1966, as amended, and related State and Federal laws and regulations pertaining to the Preservation of historic and archaeological resources. It carries out the National Park Service's historic Preservation programs including nominating historic properties to the National Register of Historic Places and qualifying local programs for the Certified Local Government program. It also

administers the State's Preservation programs such as the California Register of Historical Resources (see Public Resources Code §§ 5020, et seq.).

California Register of Historical Resources shall refer to the authoritative and comprehensive listing and guide to California's significant Cultural Resources, including historic (built environment) and prehistoric (archeological and paleontological) resources. The California Register of Historical Resources is defined in the State of California Public Resources Code Section 5024.1 and in the California Code of Regulations, Title 14, Chapter 11.5, Sections 4850 et seq.

Certificate of Appropriateness, or Certificate means the permit granted on the finding by the Cultural Heritage Commission that the application for Demolition, Alteration, or relocation of a Cultural Resource is in accordance with the City's Design Guidelines, the Secretary of the Interior Standards for the Treatment of Historic Properties, and other applicable criteria as provided in Section 2.65).

<u>Certified Local Government Program</u> is a national program designed to encourage the direct participation of a local government in the identification, registration, and preservation of historic properties located within the jurisdiction of the local government.

Character-Defining Features are those visual aspects and physical elements that comprise the appearance of a historical building or property and are significant to its historical, architectural and cultural values, including the overall shape of the historical building or property, its materials, craftsmanship, decorative details, interior spaces and features, as well as the various aspects of its Site and environment.

Civil Engineer means any individual registered by the State of California to practice civil engineering pursuant to the State of California Business and Professions Code, Chapter 7, Section 6702. Civil Engineers who consult on and prepare plans related to Cultural Resources in South Pasadena shall have demonstrated experience working with projects involving historic buildings and structures.

Contributing Resource or Contributor means a property or feature, including all buildings, structures, objects, and/or Sites that contribute to the historic significance of a designated or potential Historic District.

<u>Cultural Heritage Commission or Commission means the Cultural Heritage Commission of the City of South Pasadena established by this article.</u>

Cultural Resource shall refer to historic (built environment) and prehistoric (archeological and paleontological) resources that are significant in the history of the city, region, state or nation. Cultural Resources include built or natural resources listed on or eligible for listing on: the National Register, California Register, South Pasadena Inventory of Cultural Resources, or South Pasadena Register of Landmarks and Historic Districts. Cultural Resources can include property Improvements, buildings, structures, objects, Sites, Historic Districts, signage, other manmade or natural features, and any resource within the categories of Historical Resources

defined by CEQA Guideline [California Code of Regulations Title 14] Section 15064.5(a), as it may be amended from time to time.

D. Definitions, "D"

<u>Demolition</u> means the destruction or removal in whole or part of any physical structure.

<u>Design Guidelines</u> means the approved City of South Pasadena Residential Design Guidelines and the City of South Pasadena Commercial Design Guidelines as they may be amended from time to time.

<u>Director</u> is the City of South Pasadena Director of Planning and Building, or designee of the Director referred to in this ordinance as the "Director".

E. Definitions, "E"

Emergency means any sudden or unexpected occurrence demanding immediate action to address structural failure, collapse, or Imminent Threat to public safety.

Engineering Evaluation means an evaluation of a building or structure performed under the direction of a Historic Architect, a Structural Engineer, or a Civil Engineer with demonstrated experience working with projects involving historic buildings and structures.

- F. Definitions, "F" No specialized terms beginning with "F" are used at this time.
- G. **Definitions**, "G" No specialized terms beginning with "G" are used at this time.

H. Definitions, "H"

<u>Historian</u> shall refer to a historian who meets the Secretary of the Interior's <u>Professional Qualifications Standards in history as defined by the National Park Service.</u>

Historic Architect means a licensed architect who meets the Secretary of the Interior's Professional Qualifications Standards in historic architecture as that term is defined by the National Park Service.

<u>Historic Context</u> means a broad pattern of historical development in a community or its region that is organized by theme, place, and time and which may be represented by historic resources.

Historic District means any area or Site containing a number of Improvements or natural features that have a special character, historical/aesthetic value or interest, or that represent one or more architectural periods or styles typical of a period of the City's history and which constitute a distinct section of the City that has been designated a Historic District by the South Pasadena City Council. A Historic District shall have a significant concentration, linkage, or continuity of Sites, buildings, structures, objects, or other features that are united in terms of historic development,

architecture, or aesthetics. A Historic District may contain both Contributing Resources and non-contributing resources.

Historic Integrity means the authenticity of a property's historic identity, evidenced by the survival of physical characteristics that existed during the property's prehistoric or historic period of significance. For properties listed in or eligible for inclusion in the South Pasadena Inventory of Cultural Resources, Historic Integrity is the composite of seven aspects: location, design, setting, materials, workmanship, feeling, and association. Historic Integrity enables a property to continue reflecting and conveying its historic significance. Not only must a property resemble its historic appearance, but it must also retain physical materials, design features, and aspects of construction dating from the period when it attained significance.

I. Definitions, "I"

Imminent Threat means the existence of any condition within, or affecting, a structure that, in the opinion of the authority having jurisdiction, would qualify such building or structure as dangerous to the extent that the life, health, property or safety of the public, the structure's occupants, or those performing necessary Repair, stabilization or shoring work, are in immediate peril due to conditions affecting the building or structure. Potential hazards to persons using, or Improvements within, the public right-of-way may not be construed to be "Imminent Threats" solely for that reason if the hazard can be mitigated by shoring, stabilization, barricades or temporary fences.

Improvement means any building, structure, parking facility, fence, gate, wall, landscape, work of art or other object affixed to and constituting a physical betterment of real property, or any part of such betterment.

- J. **Definitions, "J"** No specialized terms beginning with "J" are used at this time.
- K. **Definitions, "K"** No specialized terms beginning with "K" are used at this time.

L. Definitions, "L"

Landmark is any Cultural Resource that has been designated by the South Pasadena City Council in accordance with the listing procedures of Section 2.63 in the South Pasadena Municipal Code.

M. Definitions, "M"

Maintenance means any work done to an Improvement or natural resource to preserve it or keep it in its existing condition.

N. Definitions, "N"

National Register of Historic Places means the official Federal inventory of districts, Sites, buildings, structures, and objects significant in American history,

architecture, engineering, archaeology, and culture. The National Register is maintained by the Secretary of the Interior under the authority of the Historic Sites Act of 1935 and the National Historic Preservation Act of 1966 (54 U.S.C. Section 100101 et seq., 36 C.F.R. Sections 60, 63).

Non-Ductile Concrete Structure shall refer to concrete-frame buildings constructed before January 1977 that were built with limited amounts of steel reinforcing in columns and walls. Limited steel reinforcing creates brittle connections and columns, making Non-Ductile Concrete buildings susceptible to movement and failure during strong earthquakes.

O. <u>Definitions</u>, "O" No specialized terms beginning with "O" are used at this time.

P. Definitions, "P"

Potential Threat shall refer to a pre-existing structural condition that is vulnerable to damage during an earthquake. Building types commonly prone to a Potential Threat include: Unreinforced Masonry Buildings, Soft-Story Buildings, and Non-Ductile Concrete Buildings.

Preservation means the act or process of applying measures necessary to sustain the existing form, integrity, and materials of a Historic Resource. It includes the preliminary measures to protect and stabilize a property, and generally focuses on the on-going Maintenance and Repair of historic materials and features rather than extensive replacement or new construction.

<u>Preservation Contractor</u> shall refer to a licensed contractor with a minimum of five years of experience of completed work similar in material, design, and extent to that indicated for a proposed project and a record of successful in-service performance.

Preservation Planning District is an area identified by its broad characteristics and provides neighborhood character including: building heights, setbacks, massing, open space, repetition of building and streetscape elements, trees and landscaping.

Primary Record or DPR 523 Series Form is the accepted format created by the State of California Department of Parks and Recreation for the purposes of identifying, documenting, and evaluating Cultural Resources.

Q. <u>Definitions</u>, "Q" No specialized terms beginning with "Q" are used at this time.

R. Definitions, "R"

Repair means the fixing of a deteriorated or damaged part of an existing Improvement or natural resource in a manner that is consistent with the existing materials and appearance.

Reconstruction means the act or process of depicting, by means of new construction, the form, features, and detailing of a non-surviving site, landscape, building, structure, or object for the purpose of replicating its appearance at a specific period of

time and in its historic location. Reconstruction re-creates a vanished or non-surviving historic feature with new materials.

Rehabilitation means making a compatible use of a Cultural Resource through repair, alterations, and additions while preserving those portions or features that convey it's historical, cultural, or architectural values. Rehabilitation retains the Cultural Resource as it has evolved by maintaining and repairing historic features, while allowing additions and alterations for contemporary and future uses.

Restoration means accurately depicting the form, features, and character of a property as it appeared at a particular time by means of removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project. Restoration depicts an appearance that existed during the historic property's most significant period by removing later additions and rebuilding or replanting earlier features.

S. Definitions, "S"

Site means a parcel or adjoining parcels under single ownership or single control, considered a unit for the purposes of development or other use.

Soft-Story Structure shall refer to a multi-story building with large openings on one or more of the exterior wall lines, most commonly on the first floor. Examples of large openings include tuck-under parking, multiple garage doors, and large retail windows.

South Pasadena Inventory of Cultural Resources or Inventory means the official list of properties that are located within the City of South Pasadena including:

Landmarks and Historic District properties designated by the City Council pursuant to Section 2.63, properties listed on the California Register, and properties that are identified through the survey process pursuant to Section 2.64 and listed as being eligible for special consideration in local planning.

South Pasadena Register of Landmarks and Historic Districts means the list of Landmarks and Historic Districts designated by the City of South Pasadena City Council pursuant to Section 2.63.

Structural Engineer means any individual registered by the State of California to practice structural engineering and to use the title Structural Engineer pursuant to the State of California Business and Professions Code, Chapter 7, Section 6701.

Structural Engineers who consult on and prepare plans related to Cultural Resources in South Pasadena shall have demonstrated experience working on projects involving historic buildings and structures.

T. **Definitions, "T"** No specialized terms beginning with "T" are used at this time.

U. Definitions, "U"

Unreinforced Masonry (URM) Building shall refer to a type of building where load-bearing wall, non-load-bearing walls, and/or other building components are constructed of masonry materials, such as brick, concrete, block/cinderblock, adobe, and/or hollow clay tile. Typically built before 1933, the masonry material contains little or no reinforcing materials, is not sufficiently thick, and/or lacks bracing connections to floor and roof framing. URM is prone to damage in strong earthquakes. 2.59B - Enabling Authority.

California Government Code Section 37361 enables city legislative bodies to provide for "the protection, enhancement; perpetuation, or use of places, Sites, buildings, structures, works of art, and other objects having a special character or special historical or aesthetic interest or value."

2.60 - Creation.

There is hereby created a Cultural Heritage Commission of the City of South Pasadena.

2.61 - Cultural Heritage Commission.

- A. Composition and Appointment of Members. Five (5) Commissioners shall be appointed pursuant to Section 2.23 of Article IV. Boards and Commissions General Provisions. All members shall have an expressed interest in, and knowledge of the cultural heritage of the city. Members shall be chosen from among:
 - 1. Professionals in the disciplines of architecture, history, planning, construction, archeology, land economics, real estate or a related discipline to the extent such professionals are available in the community. At least two (2) members are encouraged to be appointed from among professionals in the disciplines of historic preservation, history, architecture, and architectural history, prehistoric and historic archeology, folklore, cultural anthropology, curation, conservation, construction, landscape architecture, or related disciplines such as urban planning, American studies, American civilization, or cultural geography to the extent that such professionals are available in the community; and
 - 2. Such other persons as have demonstrated special interest, experience, or knowledge of the history, architecture or cultural heritage of the City as will provide for an adequate and qualified Commission.
 - 3. In order to permit the Commission flexibility in performing its duties in as efficient a manner as possible, the Commission may adopt criteria under which the chair, acting alone, or a subcommittee of the full Commission, may implement and administer the policies of the Commission on a case by case basis.

2.62 - Powers and duties of the Commission.

- A. General Powers. The Commission shall be an advisory board to advise the City Council, Planning Commission, Parks and Recreation Commission, all City departments and the City Manager on all matters relating to the identification, protection, retention, and Preservation of Landmarks and Historic Districts in the City. The Commission shall have the power to appoint an advisory panel of volunteer experts as may be necessary to assist in the exercise of its duties.
- B. Enumerated Powers. The Commission shall have the following powers and duties in addition to those otherwise provided in this article:
 - 1. Review and Approval
 - a. Approve or disapprove in whole or in part applications for Certificates of Appropriateness and their related environmental assessments under CEQA regarding the Demolition, Alteration or relocation of a Landmark or an Improvement or natural feature within a Historic District, a potential Historic District, a Preservation Planning District, or a structure or building listed on the Cultural Heritage Inventory approved and adopted by the City Council;
 - b. Review all applications for permits, environmental assessments, environmental impact reports, environmental impact statements, and other similar CEQA documents set forth in this article, pertaining to all Cultural Resources;
 - c. Render advice and guidance, upon the request of property owner(s) or occupants, on procedures for inclusion of a building, structure, Improvement, or Site on the local Inventory, state or national register;
 - d. Render advice and guidance, upon the request of property owner(s) on proposals for any Restoration, Alteration, decoration, landscaping or Maintenance of any Landmark or Historic District;
 - e. Review and advise upon the conduct of land use, housing and redevelopment, municipal Improvement, and other types of planning and programs undertaken by any agency of the City, the County, or State, as they relate to Cultural Resources; and
 - f. Review and provide recommendations to City Council regarding requested and existing Mills Act contracts.

2. Identify Cultural Resources

a. Compile and maintain a current South Pasadena Inventory of Cultural
Resources that includes all Sites, natural features, buildings and structures that
are potentially eligible for Landmark or Historic District status or that may
warrant special consideration in local planning. Copies of the Inventory shall
be transmitted to the City Clerk and City Manager, and to the departments of
Planning and Building, Parks and Recreation, Public Works and other
appropriate departments and governmental or civic agencies;

- b. Compile and maintain for City Council approval a current South Pasadena Register of Landmarks & Historic Districts. The Register shall contain a description of the Landmark or Historic District on the Register and its reason for inclusion therein. Copies of the Register shall be transmitted to the City Clerk and City Manager, and to the departments of Planning and Building, Parks and Recreation, Public Works and other appropriate departments and governmental or civic agencies;
- c. Recommend to the City Council that certain areas, places, buildings, structures, natural features, works of art or similar objects having a significant historical, cultural, architectural, community or aesthetic value as part of the heritage of the City be designated as Landmarks, or that areas be designated Historic Districts;
- d. Submit annually a recommended budget to the City Council covering services, supplies, equipment and other expenses appropriate for the performance of its duties; and
- e. The Cultural Heritage Commission shall establish criteria and conduct or cause to be conducted a comprehensive survey of Cultural Resources within the boundaries of the city, and publicize and periodically update survey results.

3. Establish Criteria and Standards

- a. Adopt specific criteria for the designation of Landmarks and Historic Districts subject to approval by the City Council:
- b. Adopt written standards to be used by the Commission in reviewing applications for permits to construct, change, alter, modify, remodel, remove, demolish or affect any qualified Cultural Resource.

4. Community Outreach

- a. Encourage public understanding and involvement in architectural, archaeological and environmental heritage through educational programs such as lectures, tours, walks, reports or publications, films, open houses and special events;
- b. Explore means for the protection, retention and use of any designated or potential Landmark and Historic District including, but not limited to, appropriate legislation and financing, such as encouraging independent funding organizations or private, local, state or federal assistance; and
- c. Encourage private efforts to acquire property and raise money on behalf of cultural and historical Preservation; however, the Commission is specifically denied the power to acquire any property or interest therein for or on behalf of itself or the City.

5. Promote Preservation Objectives

- a. Promote the use of Historic Preservation incentives;
- b. Participate in the Certified Local Government Program and carry out any responsibilities delegated to it under that program;
- c. Recommend and encourage the protection, enhancement, appreciation, and use of Cultural Resources which have not been designated as Landmarks or Historic Districts and take such steps as it deems desirable to recognize such Cultural Resources including, but not limited to, listing, certificates, letters or plaques;
- d. Confer recognition upon the owner of designated Landmarks or Historic

 Districts by means of certificates, plaques or markers and, from time to time,
 recommend that the City Council issue commendations to such owners who
 have rehabilitated their property in an exemplary manner;
- e. Recommend to the City Council the purchase or acceptance of fee or other interests in property for purposes of Cultural Resource Preservation;
- f. Investigate and report to the City Council on the use of various Federal, State, local or private funding sources and mechanisms available to promote Cultural Resource Preservation in the City;
- g. Work closely with the City Council, City Attorney, City Manager and staff, and other Commissions in order to assure that changes to the City's physical environment will be orderly and will not damage the cultural or historical integrity of the City;
- h. Cooperate with local, County, State and Federal governments in the pursuit of the objectives of historic preservation; and
- i. Perform any other functions that may be designated by resolution or motion of the City Council.

2.63 Register of Landmarks and Historic Districts.

- A. Listing Landmarks and Historic Districts on the South Pasadena Register of Landmarks and Historic Districts. The Commission shall have the responsibility to recommend to the City Council the adoption of ordinances or resolutions designating Improvements, Sites or natural features as Landmarks or Historic Districts and thereby encouraging their Preservation, protection, enhancement, rehabilitation or perpetuation. The Commission shall prepare and transmit a report of its recommendation to the Council on the historical and architectural significance of the Improvement, Site or natural feature to be designated as follows:
 - 1. The Report's statement of significance shall clearly state the reasons the property meets the City's criteria with brief facts that explain the way in which the property was important to the local, state or national history during the period of significance. It would also include significant themes and Historic Contexts to which the property relates.

- 2. In addition to a statement of significance the report shall provide written findings stating the reasons the Landmark or Historic District qualifies for designation on the South Pasadena Register of Landmarks and Historic Districts. These findings shall include:
 - a. that the designation of Landmark or Historic District is consistent with one or more of the purposes set forth in Section 2.58B above; and,
 - b. that the Landmark or Historic District meets one or more of the criteria for designation listed in Section 2.63(B) herein; and,
 - c. that the Landmark or Historic District possesses Historic Integrity of location, design, setting, materials, workmanship, feeling, or association.
- 3. When considering an application for a Historic District or a Landmark, the Historic Resource(s) shall be identified on a Primary Record or DPR 523 Series Form(s) and included as part of the Commission's report. The application shall include a context statement supporting a finding establishing the relation between the physical environment of the Landmark or Historic District and its history. The context statement shall represent the history of the area by theme, place, and time. It shall define the various historic factors which shaped the development of the area. It shall define a period of significance for the Historic District and relate historic features to that period of significance. It may include, but not be limited to, Historical activities or events, associations with Historic personages, architectural styles and movements, master architects, designers, building types, building materials, landscape design, or pattern of physical development that influenced the character of the Landmark or Historic District at a particular time in history. Using this information, the survey shall identify those buildings, structures, landscaping, or Contributing Resources.
- 4. <u>In addition to the required findings in subsection 2.63(A)(2) when recommending approval of a Historic District, the Commission shall also find that:</u>
 - a. The proposed district boundaries are appropriate because a significant concentration, linkage, or continuity of Sites, buildings, structures, or objects united historically or aesthetically by plan or physical development are present within the district. A district derives its importance from being a unified entity or a theme, even though it may be composed of a wide variety of resources (organized around a theme). Thematic districts are not required to have physical or contiguous boundaries.
 - b. The identity of the district results from the interrelationship of its resources which conveys a visual sense of the overall historic environment or be an arrangement of historically or functionally related properties.
 - c. The district contains a number of Contributing Resources that add to the historic architectural qualities or historic associations for which a district is

- significant because they existed during the period of significance and, possess Historic Integrity reflecting the district's character at that time.
- d. With respect to the designation of a local district that is not listed on the California Register of Historical Resources, but was identified in a local survey, not less than sixty percent of all affected owners of the proposed Historic District must consent to such designation. Each parcel or lot shall be entitled to only one vote per parcel. By way of example only, if the proposed Historic District were composed of twenty parcels, then the owners of twelve parcels would be required to consent to the designation.
- e. With respect to the designation of a Historic District that is listed on the California Register of Historical Resources, not less than fifty percent plus one of all affected owners of the proposed Historic District must consent to such designation. Each parcel or lot shall be entitled to only one vote per parcel. By way of example only, if the proposed Historic District were composed of twenty parcels, then eleven property owners would be required to oppose the designation.
- 5. <u>In recommending approval of a Historic District, the Cultural Heritage</u>

 <u>Commission may recommend conditions to be included in Design Guidelines, as appropriate to further the purpose of this section.</u>
- B. <u>Designation Criteria for Landmarks and Historic Districts</u>. Criteria and standards for the designation of Landmarks and Historic Districts shall include any or all of the following, as applicable:
 - 1. Its character, interest or value as a part of the heritage of the community;
 - 2. Its location as a Site of a significant historic event;
 - 3. <u>Its identification (such as the residence, ownership, or place of occupation, etc.)</u> with a person, persons or groups who significantly contributed to the culture and development of the City, state or United States;
 - 4. <u>Its exemplification of a particular architectural style of an era of history of the City;</u>
 - 5. Its exemplification of the best remaining architectural type in a neighborhood;
 - 6. <u>Its identification as the work of a person or persons whose work has influenced the heritage of the City, the state or the United States;</u>
 - 7. <u>Its embodiment of elements of outstanding attention to architectural design, engineering, detail design, detail, materials or craftsmanship;</u>
 - 8. <u>It is either a part of or related to a square, park or other distinctive area which should be developed or preserved according to a plan based on a historic cultural or architectural motif;</u>

- 9. <u>Its unique location or singular physical characteristic representing an established and familiar visual feature of a neighborhood;</u>
- 10. Its potential for yielding information of archaeological interest; or

11.

- 12. <u>In designating a Historic District, its significance as a distinguishable</u> neighborhood or area whose components may lack individual distinction.
- C. <u>Designation Procedure</u>. Landmarks and Historic Districts shall be established by the <u>City Council in the following manner:</u>
 - 1. The Commission, upon its own initiative or upon the written request of any person or City agency, may recommend the designation of any Cultural Resource in the City as a Landmark or Historic District.
 - 2. The Commission shall appoint a subcommittee of two members (the "Landmark subcommittee") to review all applications for consideration of an Improvement, Site or natural feature as a Landmark or Historic District. The Landmark subcommittee shall review the application materials and make a preliminary written recommendation, based on such documentation as it may require, as to whether the Commission shall consider the Improvement, Site or natural feature for appropriate designation. The Landmark subcommittee, as soon as practicable and prior to the hearing on designation, shall:
 - a. With respect to the proposed designation of a Landmark, exercise its best efforts to meet with the owner to obtain such owner's written consent of the proposed designation; and
 - b. With respect to the proposed designation of a Historic District, shall have obtained the consent of affected owners in accordance with Section 2.63(A)(4)(d) or (e). The aforementioned consent shall be obtained by sending a ballot and an impartial opinion of the City Attorney to every parcel owner in said district, as to the effect of the designation on the parcels located in the proposed district. The ballot shall provide the owner with the option to consent to or to oppose the proposed Historic District designation.
 - 3. If the Landmark subcommittee determines that the Improvement, Site or natural feature, which is the subject of the application, merits consideration by the Commission, it shall recommend that the Commission place the application upon its agenda for its next regularly scheduled meeting for consideration of such designation.
 - 4. The Commission shall notify the Director of the pendency of the consideration.

 No applications for Design Review shall be accepted by the Planning and

 Building Department to construct, alter or demolish any property that is not on the

 South Pasadena Inventory of Historical Resources within a proposed Historic

 District, subsequent to the date of notice to the Director by the Commission, while

- proceedings are pending on such designation; provided, however, that after one hundred eighty days have elapsed from the date of the notice, if final action on such designation has not been completed, the applications for Design Review may be accepted by the Planning and Building Department.
- 5. The Commission shall send written notice by certified mail to each directly affected owner of a proposed designation as a Landmark or Historic District of the date, place, time and purpose of the hearing to consider such designation, at least twenty (20) days prior to the date of the hearing, and shall publish notice of such hearing at least once in a newspaper of general circulation in the City not less than ten days prior to such hearing.
- 6. The Commission shall provide an opportunity to be heard to each affected owner and other interested members of the public. The Commission may, if necessary, continue the consideration of designation to its next regularly scheduled meeting.
- 7. The Commission shall, within fifteen (15) days of its hearing regarding designation or of any continued hearing on the designation, recommend approval in whole or in part, or disapproval in whole or in part of the application, in writing to the City Council.
- 8. The affected owner(s) may object to the decision of the Commission by filing with the City Clerk a written statement setting forth their objection prior to the hearing before the City Council.
- 9. The City Council, upon receipt of the recommendation, shall set the matter for hearing within thirty days of the date of filing of the Commission recommendation with the City Clerk. The Council shall cause written notice of the Council hearing to be given by registered mail to each affected owner and shall provide a reasonable opportunity for the owner to be heard at the Council hearing. The City Council shall render its decision thereon within thirty days after the close of the hearing of the City Council.
- 10. The City shall notify the affected owner in writing of the final action of the City Council with respect to the proposed designation and shall give such owner written notice of any further action which it takes with respect to such designation.
- 11. Failure to send any notice by mail to any affected owner where the address of such owner is not a matter of public record shall not invalidate any proceedings in connection with the proposed designation. The Commission and City Council may also give such other notice as they may deem desirable and practicable.
- 12. <u>Upon designation by the City Council, the City Clerk shall record the City Council's declaration in the office of the County Recorder of the County.</u>

2.64 Inventory of Cultural Resources

A. The City shall establish and maintain an Inventory of Cultural Resources as follows:

- 1. The Inventory. The City shall maintain an official list of properties known as the South Pasadena Inventory of Cultural Resources ("Inventory") that it has determined, upon recommendation by the Cultural Heritage Commission and approved by City Council, to be historically significant through the systematic Inventory and evaluation of buildings within its jurisdiction.
 - a. The Inventory was first established with the passage of City Council
 Resolution No. 6286 and has been subsequently revised upon any subsequent
 updates by the South Pasadena City Council.
 - b. The Inventory shall be reviewed every five years, and revised if necessary, to ensure that the document remains up to date according to current Preservation planning practice.
- 2. Inclusions. The official list of properties located on the Inventory is located in the City Hall and includes those properties that are located within the City of South Pasadena that are Landmark and Historic District properties, historic properties listed on the California Register, properties that are listed as being eligible for special consideration in local planning to assure continuity of the City's historic character, scale, and small town atmosphere for all projects, and Properties that the City determines to be historically significant based on the criteria for additions as outlined in Section 2.64(A)(3), below.
- 3. Listing property on the Inventory. A property owner may submit a written application for inclusion of his/her property on the Inventory to the Commission. The application shall provide photographic evidence, an evaluation by an Architectural Historian including the current Primary Record or DPR 523 Series Form to record historic resources, and such further information as the Commission may require. Written notice of such an application for addition and the time and place of a public hearing before the Commission shall be provided to property owners within a three hundred foot radius of the subject property not less than ten days prior to the hearing.
 - a. If the Commission finds that there is substantial evidence that the property reasonably meets national, state or local criteria for historical significance, and that it has been so evaluated by an Architectural Historian, it shall recommend to the City Council that the property be included on the Inventory of Cultural Resources. The City Council shall consider the recommendation and may, at its discretion, request further information from the applicant and hold a public hearing. The City Council may, by resolution, determine that the property be included on the Inventory of Cultural Resources.
- 4. De-Listing property from the Inventory. An owner of a property listed on the Inventory of Cultural Resources may submit a written application to the Commission requesting removal from the Inventory. The application shall provide evidence and supporting documentation regarding the lack of historic significance of the Cultural Resource, including photographic evidence of its

current condition, an evaluation by an Architectural Historian, and such further information as the Commission may require. Written notice of such an application for de-listing and the time and place of a public hearing before the Commission shall be provided to property owners within a three hundred foot radius of the subject not less than ten days prior to the hearing. If the Commission finds:

- a. That the Cultural Resource lacks significance as defined under national, state, and local criteria for historical significance; or
- b. That the Cultural Resource has lost its Historic Integrity due to irreversible Alterations.

The Commission shall make a recommendation to the City Council that the Cultural Resource be de-listed from the Inventory. The City Council shall consider the recommendation and may, in its discretion, request further information from the applicant and hold an additional public hearing. The City Council may, by resolution, determine that the Cultural Resource be de-listed from the Inventory.

- 5. <u>Initiation by Commission</u>. Listing and De-Listing properties from the Inventory may also be initiated by a majority vote of the members of the Commission. Should the Commission initiate the addition of a Cultural Resource to the Inventory, or de-listing of a Cultural Resource from the Inventory, written notice of the time and place of a public hearing before the Commission shall be given to the owner of said property or Cultural Resource, and to property owners within a three hundred foot radius of said property or Cultural Resource, at least ten days prior to the hearing.
 - a. Recommendations to the City Council as to such addition or deletion shall be made by the Commission upon making the applicable findings set forth in Sections 2.64(A)(3) or (4), above. The City Council shall consider the recommendation and may, in its discretion, request further information and hold an additional public hearing. The council may, by resolution, determine that the property be listed to or de-listed from the Inventory.
- 6. <u>Deletion from Inventory.</u> A Cultural Resource shall be deleted from the Inventory upon complete destruction of that Cultural Resource pursuant to a duly issued Certificate of Appropriateness for such destruction by the City.

2.65 Certificate of Appropriateness – Alteration and Demolition

A. Purpose. This section sets forth the process for obtaining a Certificate of Appropriateness ("Certificate") from the Commission, for the purpose of authorizing proposed work that may affect Cultural Resources (as defined by this ordinance), non-Contributors within the boundaries of federal, state, and local Historic Districts and potential Historic Districts within the City of South Pasadena, and all properties within the boundaries of Preservation Planning Districts.

No person shall proceed with Demolition, Alteration, or relocation of such resources, or new construction affecting such resources, without first obtaining a Certificate.

Approval of such work shall be required even if no other permits or entitlements are required by the City, and the Commission's approval or denial of the proposed work shall be deemed a discretionary action under CEQA (California Code of Regulations, Title 14, § 15002(i)).

- B. Intent. It is the intent of the City of South Pasadena that Cultural Resources will not be the subject of Demolition, Alteration or relocation unless an Imminent Threat, as determined by the Building Official pursuant to Section 2.66, exists. Review of all applications for a Certificate of Appropriateness shall comply with all applicable state and federal laws and regulations, including without limitation, the California Environmental Quality Act, the National Historic Preservation Act and the National Environmental Policy Act.
- C. Actions Requiring a Certificate of Appropriateness. The following actions shall require a Certificate of Appropriateness from the Commission. Performance of any work that falls within the provisions of this article without a Certificate of Appropriateness is prohibited:
 - 1. Alteration, Demolition, relocation of, or new construction affecting the South Pasadena Register of Landmarks and Historic Districts; the South Pasadena Inventory of Cultural Resources; potential Historic Districts, Preservation Planning Districts, and any other Cultural Resources; and
 - 2. Any other project referred to the Commission by the City Council, Planning Commission, or City staff.
- D. Exemptions from Requirements for Certificate of Appropriateness. The following items of construction, work, or labor on an Improvement or Natural Feature are deemed not to be an Alteration for the purposes of this article and shall not require a Certificate of Appropriateness:
 - 1. Painting of any residential or commercial building;
 - 2. Ordinary Maintenance and Repair which does not require a building permit;
 - 3. <u>Landscaping, including sprinkler system work, that does not affect a Character-Defining Feature;</u>
 - 4. Paving work that does not affect a Character-Defining Feature;
 - 5. All Alterations which are entirely interior and do not affect the exterior of an Improvement, except for designated interiors of a Landmark property (including Character-Defining interior features not described in original landmark documentation, but subsequently discovered and documented);
 - 6. All Alterations affecting an existing or proposed Accessory Dwelling Unit; and

7. Replacement of existing screens and awnings with the same or substantially consistent materials, form, and shape.

E. Procedures for a Certificate of Appropriateness

- 1. Emergency Actions. The procedures in Section 2.65 shall not apply to Demolition, Alteration, and relocation requests pertaining to Improvements that need expedited evaluation due to an Imminent Threat in the interest of the public health or safety (see Section 2.66).
- 2. Application. The owner or authorized representative proposing a discretionary project that may affect: a Cultural Resource, a non-Contributing Resource within the boundaries of federal, state, and local Historic Districts, a non-Contributing Resource within the boundaries of potential Historic Districts, or any property within the boundaries of Preservation Planning Districts shall file an application for a Certificate of Appropriateness on forms provided by the City's Planning and Building Department for such purpose. The application must be accompanied by any fee required by the City.
- 3. Properties 45 Years or Older. A Certificate of Appropriateness may be required for demolition of a building or structure that is 45 years or older, and not identified as a Cultural Resource. The purpose of this paragraph is to ensure that such buildings and structures are properly evaluated prior to their Demolition or removal.
 - a. Applicability. Any proposed project submitted to the Planning and Building Department that includes the Demolition or removal of a building or structure that was constructed at least 45 years prior to the date of application for such project shall file a notice of intent to demolish in a form approved by the Director. The determination as to whether a property is a Cultural Resource shall require a deposit by the applicant to cover City costs associated with hiring a historic consultant and/or an Architectural Historian; and/or a deposit to cover the costs associated with the preparation of an Initial Study, Environmental Impact Report, Mitigated Negative Declaration or Negative Declaration.
 - b. Procedure. The Director or his/her designee shall review the project involving demolition and confirm that the following materials have been provided including: an intensive level Historic Resources Evaluation (HRE) that follows the practices established by the California Office of Historic Preservation shall be prepared for the property; plans for the replacement development project consistent with the standards and requirements of the applicable zoning district; and photo verification that the property has been posted with a notice of intent to demolish. Upon receipt of the filing materials, the Director or his/her designee will schedule the demolition application for the next available Commission Meeting.

- c. Notice. Public notification shall be provided to the applicant, to all owners of real property as shown on the County's latest equalized assessment roll, and to all legal occupants located within a 300-foot radius of the subject parcel upon which the intent to demolish is requested.
- d. <u>Determination by Commission.</u> The Commission will make a determination as to whether the property could potentially meet national, state, or local criteria for designation if the property is not already listed as a Cultural Resource.
 - 1) If the Commission determines, upon review of the filing materials and testimony, that the property is not eligible at the federal, state, or local level, the project involving demolition shall proceed through the City's application process without any further restrictions under this Chapter.
 - 2) If the Commission determines that the property is potentially eligible at the federal, state, or local level, the property shall be added to the Inventory and the provisions of Section 2.65(E), the Procedures for a Certificate of Appropriateness, shall apply to the proposed demolition. If any such resources are potentially affected by a project, the City shall require preparation of the appropriate CEQA documentation.
- 4. Minor Project Review. A Certificate of Appropriateness may be obtained by going through a minor project review if it involves: Demolition or relocation of non-Character-Defining Features; non-contributing additions, garages, accessory structures or incompatible and previously replaced windows, doors or siding material; any undertaking that does not change exterior features such as re-roofing if the proposed roofing material is comparable in appearance, color and profile to the existing or original roofing material; replacement of windows and doors if the proposed replacements are of the same materials, form, color, and location as the existing or original windows and doors; an addition of less than 200 square feet proposed for the side or rear elevations (not visible from the public right-of-way) and does not materially alter the features or have an adverse effect on the Historic Integrity of a Cultural Resource; minor changes to a previously approved Certificate; or any other undertaking determined by the Director or his/her designee to not materially alter the features or have an adverse effect on the integrity of a Cultural Resource.
 - a. Requirements. The required application materials for minor project review shall include, without limitation: a written narrative of the proposed project, a vicinity map, a site plan, exterior elevations drawn to scale, a window and door schedule, and photographs of the structure and the neighborhood.
 - b. Review Process. After the Certificate of Appropriateness application for minor project review is deemed complete by the Director or his/her designee, the Commission's Chairperson (the "Chair"), or his/her designee shall evaluate the application to determine its eligibility for Minor Project Review.

If the proposed project meets the eligibility criteria for minor project review, the Commission's Chairperson, or his/her designee may elect to do one of the following:

- 1) Approve the Certificate of Appropriateness. If the proposed minor project is deemed consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties and the City of South Pasadena's adopted Design Guidelines, the Commission's Chairperson or his/her designee ma approve the proposed project;
- 2) <u>Consent Calendar.</u> If the Chair, or his/her designee, determines that the proposed minor project needs additional review by the Commission, he or she may elect to place it on the Commission's next meeting agenda. Such project shall be noticed pursuant to Section 2.65(E)(7), Public Notice Requirements, as a consent calendar item on that agenda; or
- 3) Deny the Certificate of Appropriateness. If the proposed minor project is deemed to be inconsistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties and the City's adopted Design Guidelines, the Chair or his/her designee may elect to refer the proposed project to the entire Commission through the Certificate of Appropriateness (Major Project Review) procedure pursuant to Section 2.65(E)(5), below.
- 5. <u>Major Project Review. The Certificate of Appropriateness application must be accompanied by any fee as required by the City of South Pasadena and documentation as the Commission shall require, including without limitation:</u>
 - a. Written narrative. A written narrative of the project indicating the manner and the extent in which the proposed project is consistent with the Secretary of the Interior Standards for the Treatment of Historic Properties and the City of South Pasadena's adopted Design Guidelines.
 - b. Landscaping plan. A plan that accurately and clearly displays the following: existing trees on the project Site that are subject to this City's adopted Tree Ordinance as set forth in SPMC Chapter 34; species of all trees and their appropriate trunk diameter, height, and condition; proposed final disposition of all existing trees; the extent and location of all proposed vegetation; species and planting sizes of all proposed landscaping along with the provisions for irrigation and ongoing Maintenance; an irrigation plan; and indication of all hardscape along with the exterior of all structures and amenities, including colors and materials keyed to a materials and colors board as appropriate.
 - c. Site of plot plan. A Site or plot plan drawn at an appropriate scale that reflects the proposed project including: areas of Alteration and, or Demolition, property lines, and all recorded or proposed easements and public rights of way. The site plan shall also indicate the footprint of buildings on adjacent properties.

- d. Floor plan. Building floor plans and building sections at a scale of at least one eighth inch equals one foot.
- e. <u>Elevations.</u> Exterior elevations specifying all exterior materials with critical dimensions and existing Character-Defining Features clearly indicated.
- f. Exterior finishes. Materials, colors, and finishes clearly indicated on elevation drawings and keyed to a materials and colors board including light reflectance values, a clear indication of the appearance, location, and light effects of all exterior lighting fixtures, and a two-point perspective rendering showing proposed structures with profile drawings of the adjoining structures from an eye level elevation.
- g. Window and door schedule. All doors and windows labeled with symbols that correspond to the labeling on the floor plans and elevations. The door and window schedule is a table containing the following information: existing and new window and door sizes, window and door manufacturer information, exterior finish, fabrication material, operational type, glazing information, divided lite details, and window muntins details when applicable.
- h. Photographs. Photographs of the Site and its surroundings to document the existing conditions and provide a complete understanding of the property and its neighborhood context. This includes photographs of the Site and adjacent properties for a distance of 300 feet from each end of the principal street frontage, as well as properties opposite the subject and adjacent properties. The photos shall be mounted color prints, supplied from continuous views along the principal streets, along with a key map provided indicating the relationship of all views to the parcels, streets, and related features.
- i. Other documentation. Documentation as may be required to understand the history of previous construction on the property including but not limited to: a series of Site plans illustrating the chronological order of construction of permitted and non-permitted work, the construction or removal of Character Defining Features, or building permits.
- j. Scale Model. Although not a mandatory requirement, a three-dimensional scale model, a perspective view, or other similar types of graphic information may be recommended for a complete understanding of a proposed project.

The application shall be filed with the Director or his/her designee who shall transmit the same to the Commission upon receipt of a complete application, as determined pursuant to the Permit Streamlining Act.

6. Timing of Review. If the proposed project is exempt from the California

Environmental Quality Act, the Commission shall have sixty (60) days from the
date of receipt of a complete application from the Director, or his/her designee
within which to grant or deny the Certificate. A continuance may be granted
pursuant to the Permit Streamlining Act. If any action under this article is subject

- to the provisions of CEQA, the time in which such action must be taken shall be extended in order to allow time to comply with CEQA; provided, however, that such action is taken within the time limits imposed by the Permit Streamlining Act. The Cultural Heritage Commission will be advisory to the Planning Commission on requested variances for properties on the Register of Landmarks and Historic Districts and the South Pasadena Inventory of Cultural Resources.
- 7. Public Notice Requirements. All projects requiring a Certificate of
 Appropriateness and subject to the Commission's approval shall require public
 notification. The City shall, no later than ten (10) days prior to the hearing, give
 notice of a public hearing indicating the place, date, and time of the Cultural
 Heritage Commission meeting and shall include a brief description of the
 proposed project. Public notification shall be provided as follows:
 - a. Hearing Notice to Applicant and Owners. Public notification shall be provided to the applicant, to all owners of real property as shown on the County's latest equalized assessment roll, and to all legal occupants located within a 300-foot radius of the subject parcel upon which a Certificate is requested.
 - b. Hearing Notice to Owners of Historic District Properties. Public notification for any project proposed within a Historic District or a district listed on the California Register shall be as follows: the public notification described in subsection "a" above, plus the owners of real property as shown on the County's latest equalized assessment roll and to all legal occupants of each property located within that Historic District or district listed on the California Register.
- 8. Certificate of Appropriateness Criteria. The following criteria shall apply to all Alteration, Demolition, and relocation requests that do not involve an Emergency, or an expedited evaluation in the interest of the public health or safety. The Commission shall determine whether to approve or deny the issuance of the Certificate based upon the following criteria:

a. Local Criteria

- 1) The purpose of this article as set forth in Section 2.58B.
- 2) City of South Pasadena Zoning Code.
- 3) City of South Pasadena Residential and Commercial Design Guidelines, particularly: the Design Guidelines for alterations and additions to historic residences; the Design Guidelines for new residential buildings in established neighborhoods that apply to non-Contributors, the Design Guidelines for enhancing existing non-historic residences that apply to non-Contributors and properties within a Preservation Planning District, and the Design Guidelines for commercial areas.

- 4) The historic and architectural value and significance of the Improvement or natural feature and whether any affected Improvement or natural feature is listed in or eligible for listing in the South Pasadena Register of Landmarks and Historic Districts; the California Register of Historical Resources; or the National Register of Historic Places, or is otherwise a Cultural Resource.
- 5) The qualities of the Improvement or natural feature including their relation to the street or public way and to other Improvements and natural features, the texture, material and color of the Improvement in question or its appurtenant fixtures, and the relationship of such features to similar features of other Cultural Resources nearby.
- 6) The designated Historic District including the impact of any proposed Demolition, Alteration, relocation, or new construction on the criteria and standards adopted by the City Council for Historic District designation.
- 7) With respect to proposed relocations or Demolitions, review of the replacement structure to be considered by the Cultural Heritage Commission and Planning Commission concurrently with the relocation or Demolition permit request. A building permit for the replacement structure must be obtained before a Cultural Resource is relocated or demolished.
- 8) With respect to proposed Demolitions, the Commission shall consider whether the Improvement or natural feature is of such unusual or uncommon design, texture or materials that it could not be reproduced or be reproduced only with great difficulty and expense or whether retention of such would substantially aid in preserving and protecting the Cultural Resource, or the Historic District.
- 9) Any applicable report from a Historic Architect or Civil Engineer regarding the feasibility of the proposed work, or feasibility of the Commission's suggestions for project revision, subject to peer review by a City consultant.
- 10) The Certificate of Appropriateness application and all written and oral testimony submitted, including any evaluations of the property and proposed project by an Architectural Historian.
- 11) Whether the owner applied for a Certificate of Economic Hardship in accordance with subsection (6)(C).

b. National and State Criteria

- 1) Secretary of the Interior's Standards for the Treatment of Historic Properties and the associated guidelines.
- The National Park Service and its Preservation Briefs, Tech Notes, and Bulletins

- 3) The California Environmental Quality Act (CEQA) and its implementing Guidelines and whether the project is consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties, and is therefore exempt from CEQA under Class 31, which applies to "projects limited to Maintenance, Repair, stabilization, Rehabilitation, Restoration, Preservation, conservation or reconstruction of Cultural Resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (1995), Weeks and Grimmer." (CEQA Guideline [Cal. Code Regs. Title 14] § 15331).
- 4) The California Environmental Quality Act (CEQA) and its implementing Guidelines and whether the project would normally qualify for a categorical exemption from CEQA, but the project is subject to CEQA because the project "may cause a substantial adverse change in the significance of a historical resource." (CEQA Guideline § 15300.2(f) [Exception for Historical Resources]; CEQA Guideline § 15064.5(b) [Determining the Significance of Impacts on Historical and Unique Archeological Resources; definition of "substantial adverse change in the significance of a historical resource"].
- 5) State Historical Building Code (Title 24, Part 8 of California Code of Regulations).
- Density Bonuses. Pursuant to California Government Code § 65915, a density bonus requested for a housing development shall not be granted if the City finds that, among other things, the "concession or incentive would have a specific adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households." The Commission shall consider the provisions of Government Code § 65915, as it may be amended from time to time, in its review of proposed projects, and in any recommendations made to the Planning Commission.
- 9. <u>Certificate of Appropriateness Conditions.</u> The Commission may condition its approval on any of the following:
 - a. Subsequent review of specific items by the Planning Commission;
 - b. <u>Documentation appropriate to the project, consistent with the Historic American Buildings Survey/Historic American Engineering Record/Historic</u>

- American Landscapes Survey (HABS/HAER/HALS) standards of the Department of the Interior;
- c. Retention of one or more facades or elements;
- d. Suspension of a Certificate of Appropriateness for one hundred and eighty (180) days to allow the owner to take steps as it deems necessary to preserve or restore the Cultural Resource, including acquisition of the property (if moving the resource to another location), or removing and saving parts or Character-Defining Features from the resource;
- e. In the case of an approved Demolition or relocation of a Cultural Resource or Improvement, building permits shall first be issued for the replacement project on the current location, prior to the demolition or relocation of a Cultural Resource or Improvement to another location;
- f. <u>In the case of an approved Demolition or relocation, all CEQA documentation</u> has been reviewed and approved by the appropriate review authority;
- g. In the case of an approved Demolition or relocation, any Mills Act contract formerly existing on the property shall no longer be in force, pursuant to the cancellation terms in the contract;
- h. In the case of an approved Demolition, the owner shall repay to the City any Preservation grants or loans the owner previously accepted from the City as incentives to help preserve the resource;
- i. Any other conditions the Commission deems appropriate on a case-by-case basis.
- 10. <u>Certificate of Appropriateness Findings</u>. <u>The Certificate of Appropriateness shall be denied if the Commission cannot make the required findings listed below</u>
 - a. <u>Mandatory Findings</u>. In order to approve a Certificate of Appropriateness, the Commission shall make all of the mandatory findings as follows:
 - 1) The project is consistent with the goals and policies of the General Plan.
 - 2) The project is consistent with the goals and policies of this Article.
 - 3) The project is consistent with the applicable criteria identified in Section 2.65(E)(8) which the Commission applies to Alterations, Demolitions, and relocation requests.
 - b. <u>Project-Specific Findings.</u> In order to approve a Certificate of Appropriateness, the Commission shall make at least three of the Project Specific Findings listed below:
 - 1) The project removes inappropriate Alterations of the past;
 - 2) The project is appropriate to the size, massing, and design context of the historic neighborhood.

- 3) In the case of an addition or enlargement, the project provides a clear distinction between the new and historic elements of the Cultural Resource or Improvement;
- 4) The project restores original historic features in accordance with the Secretary of the Interior Standards for the Treatment of Historic Properties;
- 5) The project adds substantial new living space (for example: a second story toward the rear of a residence) while preserving the single story [architectural style or building type] character of the streetscape;
- 6) The project enhances the appearance of the [residence or building] without adversely affecting its original design, character, or heritage;
- 7) The project will not adversely affect the character of the Historic District or any potential Historic District or Preservation Planning District in which the property is located; and/or
- 8) The project will be compatible with the appearance of existing Improvements on the Site and the new work will be compatible with the massing, size, scale, and Character-Defining Features to protect the Historic Integrity of the property and its environment.
- 9) The Project is consistent with the Secretary of the Interior Standards for the Treatment of Historic Properties, and is therefore exempt form CEQA under Class 31, which applies to "projects limited to Maintenance, Repair, stabilization, rehabilitation, restoration, Preservation, conservation or reconstruction of historical resources in a manner consistent with the Secretary of the Interior Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstruction Historic Buildings (1995), Weeks and Grimmer." (CEQA Guideline [Cal. Code Regs. Title 14] § 15331.)
- 10) Relocation as an alternative to Demolition of the Cultural Resource is appropriate because of the following: CEQA analysis has been conducted and the owner has provided substantial evidence, as defined in CEQA (Public Resources Code § 21080(e)), demonstrating that no feasible alternative exists that would avoid a significant adverse impact on the resource; Relocation is required to prevent destruction of the resource at its current location; the new location is compatible with the Cultural Resource's original character and use; upon relocation, the resource retains its historic features and compatibility in orientation, setting, and general environment; if re-located within the City of South Pasadena, the receiving location is appropriately zoned; the relocation is part of a definitive series of actions that will assure Preservation of the Cultural Resource.

- 11) Demolition of the Cultural Resource is appropriate because of one or all of the following: *i*. CEQA analysis has been conducted and the owner has provided substantial evidence, as defined in CEQA (Public Resources Code § 21080(e)), demonstrating that no feasible alternative exists that would avoid a significant adverse impact on the resource; *ii*. the owner is approved for a Certificate of Economic Hardship; *iii*. the size, massing and scale of the replacement structure is harmonious with other Improvements and natural features that contribute to the Historic District, the potential Historic District, or the neighborhood character; and *iv*. the replacement structure contributes to the integrity of the Historic District or neighborhood.
- 12) In the case of a structure that poses an Imminent Threat and is unsafe to occupy, the Commission shall make one or all of the following findings to approve a Demolition of a Cultural Resource: *i*. The building has experienced severe structural damage and there is substantial evidence to support this conclusion from at least two sources (e.g., Structural Engineer, Civil Engineer, or architect); or *ii*. No economically reasonable, practical, or viable measures could be taken to adaptively use, rehabilitate, or restore the building or structure on its existing site and there is substantial evidence to support this conclusion from at least two sources (e.g., Structural Engineer, Civil Engineer, or architect); or *iii*.a compelling public interest justifies demolition.
- 11. Expiration of Certificate of Appropriateness. A Certificate of Appropriateness shall lapse and become void eighteen (18) months (or shorter period if specified as a condition of approval) from the date of final approval, unless a building permit (if required) has been issued and the work authorized by the Certificate has commenced prior to such expiration date and is diligently pursued to completion. Upon application by the property owner before the expiration of a Certificate of Appropriateness, the Commission may extend the expiration date of the Certificate for an additional period of up to twelve (12) months. The Commission may approve, approve with conditions, or deny any request for extension.
- 12. <u>Revocation or Modification of Certificate of Appropriateness. A Certificate of Appropriateness may be revoked or modified for any of the following reasons:</u>
 - a. Noncompliance with any terms or conditions of the Certificate;
 - b. Noncompliance with any provisions of this article; or
 - c. A finding of fraud or misrepresentation used in the process of obtaining the Certificate.

Proceedings to revoke or modify a Certificate may be initiated by motion of the Commission or City Council. Once revocation proceedings have been initiated and written notice provided to the property owner, all work being done in reliance

upon such Certificate or associated permits shall be immediately suspended until a final determination is made regarding the revocation.

The decision to revoke or modify a Certificate of Appropriateness shall be made by the Commission following a public hearing, with written notice provided to the property owner at least ten (10) days prior thereto. The Commission's decision may be appealed to the City Council, as provided below.

- 13. Appeal of a Certificate of Appropriateness. Any person aggrieved by the Commission's approval or denial of a Certificate of Appropriateness may appeal the Commission's decision to the City Council.
 - a. Within fifteen (15) calendar days from the effective date of the Commission's decision, the appellant shall file his/her written letter of appeal and shall pay a filing fee as required by the City of South Pasadena, as determined by resolution of the City Council, with the City Clerk.
 - b. Within the appeal period identified in paragraph "a" above, a member of the Council may request to review a decision of the Commission. A request for review may be initiated by any two members of the Council and shall be filed in writing to the Office of the City Clerk. The request shall not state that an error has been made or otherwise suggest that the two Council members seeking review have predetermined the matter to be heard by the Council.
 - c. The appeal shall set forth the grounds relied on by the appellant. Upon receipt of the written letter of appeal and payment of the applicable filing fee, the City Clerk shall place the matter upon the City Council agenda for a regularly scheduled meeting of the Council in accordance with Section 2.65(E)(7), Public Notice Requirements, of this section.
 - d. Within sixty (60) days following the filing of a written appeal, or as soon as practicable, the City Council shall conduct a public hearing to review the decision of the Commission. At any time prior to its final decision, the Council may refer the matter back to the Commission for further consideration. The council shall set the matter for hearing and shall give written notice by certified mail addressed to the owner, of the time and place for the hearing, at least ten days prior to the date thereof.
 - e. At the time set for the hearing, the appellant and any other interested parties shall be given a reasonable opportunity to be heard in order to show cause why the decision of the Commission should be reversed or modified. The City Council may reverse or affirm wholly or partly, or may modify the decision of the Commission, and may impose such conditions as the facts warrant, and its decision shall be final. Any hearing may be continued from time to time.
- 14. Certificate of Economic Hardship. In considering the appropriateness of either Demolition or Alteration, the Commission shall approve or conditionally approve a Certificate of Appropriateness if it finds that such Cultural Resource cannot be

remodeled or rehabilitated in a manner which would allow a reasonable use of or reasonable return on investment from the property to the owner.

If the project is subject to CEQA, the Certificate of Economic Hardship shall not be granted until all CEQA review has been conducted in accordance with law.

- a. <u>Documentation.</u> The Commission may solicit expert testimony or require that the owner submit any or all of the following information before the Commission makes a determination on the application for a Certificate of Economic Hardship:
 - 1) Past and current use of the property;
 - 2) Proposed future use of the property;
 - 3) Original purchase price and date purchased;
 - 4) Current assessed value of the property;
 - 5) Estimated market value of the property, evaluated by an independent party experienced with appraising Cultural Resources, prepared within three (3) months before submitting the application for a Certificate of Economic Hardship to the Commission: in its current condition, after completion of the proposed project, after any changes recommended by the Commission, and, in the case of proposed Demolition after renovation of the existing property for continued use
 - 6) <u>Current outstanding mortgage debt encumbering the property identifying</u> principal balance, interest rate, and monthly payment amounts;
 - 7) For income-producing property, its immediate past three-year history of income and expenses;
 - 8) Form of ownership or operation of the property, whether sole proprietorship, for profit or not-for-profit corporation, limited partnership, limited liability company, joint venture or other;
 - 9) An estimate of the cost of the proposed project estimate of any additional cost that would be incurred to comply with the recommendations of the Commission;
 - 10) A report from a Historic Architect or Structural Engineer with experience in rehabilitation as to the structural soundness of any structures on the property and their suitability for rehabilitation;
 - 11) In the case of proposed Demolition, an estimate from an Historic

 Architect, developer, real estate consultant, appraiser or other real estate

 professional experienced in rehabilitation, as to the economic feasibility of
 rehabilitation or reuse of the existing structure on the property;

- 12) Such other information of applicant or principal investors in the property, considered necessary by the Commission to determine if there is a reasonable return to the owner;
- 13) Evidence that the owner has made serious efforts to sell or rent the property to no avail, and has taken advantage of all available financial and land use incentives

2.66 Certificate of Appropriateness Not Required - Conditions Posing an Imminent Threat to Life, Limb, or Property

- A. Intent. It is the intent of the City of South Pasadena to limit Demolition of any Cultural Resources to the final course of action in an Emergency, used only when other efforts are not feasible to abate an Imminent Threat.
- B. Necessary Work in Connection with an Imminent Threat. Where the Building Official has determined that a structure regulated by the California Building Code may pose an Imminent Threat to life, limb, or property, the Building Official shall consider the following criteria and procedures prior to issuing an order to abate the Imminent Threat:
 - 1. The extent to which the condition of the building(s) or structure(s) is immediately dangerous within the meaning of the South Pasadena Municipal Code;
 - 2. The extent to which there are any feasible alternatives to Demolition of a Cultural Resource that will adequately protect the health and safety of the public including, but not limited to the following, securing the building, securing the property, bracing of the structure, shoring, or equivalent similar action.
 - Such actions may be ordered by the Building Official to abate an Imminent Threat and no Certificate of Appropriateness shall be required.
 - 3. If the Building Official identifies the need to permit a Demolition of a Cultural Resource, and after considering the first priority of protecting the public health and safety, the Building Official shall notify the Director at the earliest feasible opportunity regarding the potential impact on a Cultural Resource and the necessary steps to abate any Imminent Threat to the public health or safety. Upon the Director's receipt of notice from the Building Official, the Director shall notify the Commission's Chairperson (the "Chair"), or his/her designee for the purpose of discussing the conditions and alternatives identified in subsection (B)(2).
 - 4. If the Director determines, following the consultation with the Building Official and the Commission's Chair, that all or some portion of a Demolition of a Cultural Resource is necessary to abate an Imminent Threat to the public health or safety, the Director is authorized to approve the Demolition upon factoring in any feasible alternative to Demolition in whole or in part, as the least invasive corrective measure identified during the consultation.

- 5. As soon as feasible under the circumstances, the Director, or his/her designee shall present to the Commission a summary of any actions taken pursuant to this subsection B.
- 6. Where the Building Official has determined that the Imminent Threat has been abated and the structure has been determined by the Building Official to be in a state of disrepair as defined in the Municipal Code, then the substandard condition(s) shall be abated through the Certificate of Appropriateness process for Alterations or Demolitions pursuant to Section 2.65.

2.67 Enforcement and Penalties.

- A. <u>Unpermitted Work without a Certificate</u>. Demolition, relocation, Alteration or removal of any Improvement, Site or natural feature subject to the provisions of this article without obtaining a Certificate of Appropriateness is a misdemeanor and is further hereby expressly declared to be a nuisance.
- B. Obligations and Consequences upon failure to obtain a Certificate of Appropriateness. Unpermitted work, without the approval of a Certificate of Appropriateness pursuant to the requirements of this article, shall be addressed as follows:
 - 1. The Director or his/her designee shall give notice to the owner of record by certified or registered mail of the specific Demolition or Alteration work that was made without first obtaining a Certificate of Appropriateness. The owner or person in charge of the structure shall apply within thirty (30) days for a Certificate of Appropriateness
 - 2. <u>In reviewing the unpermitted Alterations, Demolition, relocation, or removal, the Commission shall either:</u>
 - a. Approve the Certificate of Appropriateness pursuant to the criteria specified in Section 2.65 herein; or
 - b. Deny the Certificate of Appropriateness and require that the inappropriate Alteration(s) or Demolition be abated pursuant to Section 2.68(C), herein.
 - 3. If the property owner fails to apply for a Certificate of Appropriateness or abatement of the Public Nuisance pursuant to Section 2.68(C), herein is not possible, the matter shall be referred to the City Prosecutor for further action.
- C. Abatement of Nuisance. Any work undertaken for which a Certificate of
 Appropriateness is required but was not obtained shall be deemed a nuisance. Such
 nuisance shall be abated by reconstructing or restoring the property to its original
 condition prior to the performance of work in violation of this article in the following
 manner:

- 1. Covenant to Reconstruct Within One Year. Within thirty days (30) days of the effective date of the Commission's denial of a Certificate of Appropriateness, the owner of the property shall execute and record a covenant in favor of the City to do such reconstruction or restoration within one year of the effective date of the Commission's decision to deny a Certificate of Appropriateness. The form of the covenant shall be subject to approval by the City Attorney, and shall run with the land.
- 2. Time Extension on Covenant. Upon application to the Commission, the time may be extended on a Covenant to reconstruct if the owner shows the work cannot reasonably be performed within one year.
- 3. City Action. If the owner refuses to execute and record such covenant, then the City may cause such reconstruction or restoration to be done, and the owner shall reimburse the City for all costs incurred in doing the work. The cost of the work performed by the City shall constitute a lien against the property on which the work is performed. Restoration or reconstruction may only be required when plans or other evidence is available to effect the reconstruction or restoration to the satisfaction of the Director.
- D. Additional Penalty. With respect to a violation of this article on a Landmark or an Improvement within a Historic District, or a on a building or structure listed on the Inventory of Cultural Resources, no building or construction-related permits shall be issued for a period of five (5) years following the date of Demolition or complete reconstruction pursuant to Subsection "C" herein, whichever occurs last, for property on which Demolition has been done in violation of this article. No permits or use of the property as a parking area shall be allowed during the five years if plans or other evidence for reconstruction or restoration of a demolished structure do not exist, or if the reconstruction or restoration is not completed for any reason. Permits which are necessary for public safety or welfare in the opinion of the Director may be issued.

For purposes of this section, the date of Demolition shall be presumed to have occurred on the date the City has actual knowledge of the Demolition, and the owner shall have the burden of proving an earlier date, if entitlement to an earlier date is claimed. The date of complete reconstruction shall be the date that a certificate of occupancy is issued by the City.

- E. Failure to Maintain. The owner, lessee, or other person in actual charge of a Landmark, building, structure or Improvement within a Historic District, or structure listed on the Inventory of Cultural Resources shall comply with all applicable codes, laws and regulations governing the Maintenance of property. It is the intent of this subsection to preserve from deliberate or inadvertent neglect the exterior features of buildings, and the interior portions thereof when such Maintenance is necessary to prevent deterioration and decay of the exterior.
 - 1. Notice. The Director shall cause notice of the applicability of this section to be made by certified mail to the person shown as the owner on the rolls of the tax

- assessor, and on any other person known to have an interest in the property, as soon as practicable after having knowledge that the provisions of this section are applicable to the property. The date the City first had actual knowledge of the Demolition shall be stated in the notice.
- 2. Consequences for a Failure to Maintain. All Landmarks, buildings, structures or Improvements within a Historic District, or listed on the Inventory of Cultural Resources shall be preserved against decay and deterioration and shall be free from structural defects through prompt corrections of any of the following defects including, but not limited to:
 - a. Facades which may fall and injure members of the public or property;
 - b. <u>Deteriorated or inadequate foundation, defective or deteriorated flooring or floor supports, deteriorated walls or other vertical structural supports;</u>
 - c. <u>Members of ceilings, roofs, ceiling and roof supports or other horizontal</u> members which sag, split or buckle due to defective material or deterioration;
 - d. <u>Deteriorated or ineffective waterproofing of exterior walls, roofs, foundations or floors, including broken windows or doors;</u>
 - e. <u>Defective or insufficient weather protection for exterior wall covering, including lack of paint or weathering due to lack of paint or other protective covering;</u>
 - f. Any fault or defect in the building which renders it not properly watertight or structurally unsafe.
 - g. Electrical and plumbing systems; and
 - h. Prevention of infestation.

If the owner refuses upon thirty (30) days' written notice by City to correct or undertake the Maintenance of a Landmark, building, structure or Improvement within a historic district, or a property listed on the Inventory of Cultural Resources, then the City may cause such Repair or work to be done, and the owner shall reimburse the City for all costs incurred in doing such work. The cost of the work performed by the City shall constitute a special assessment lien against the property on which the work is performed.

F. Appeal of Decision. The decision of the Director that this section is applicable to property may be appealed by the affected owner to the Cultural Heritage Commission which shall hold a hearing on such appeal within sixty (60) days of its filing with the City Clerk's Office, and which shall render a decision on the appeal within thirty (30) days of the close of the hearing on the appeal. The decision of the Commission may be appealed to the City Council in accordance with the procedures for appeal in Section 2.65(E)(13).

G. Remedies Cumulative. The remedies available to the City are cumulative. The City's exercise of civil remedies shall be in addition and not in lieu of any criminal prosecution and penalty.

2.68 Historic Preservation Incentives.

- A. By enactment of this section, the City desires to foster Preservation of South Pasadena's Cultural Resources.
- B. The following incentives shall be made available to qualifying properties that undergo Maintenance or Alteration work that is consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties. This work includes rehabilitation for continual use of Historic Buildings and Sites, Preservation and Maintenance of Character-Defining Features, and restoration of historical resources that have been significantly altered over time.
 - 1. Contracts. The City Council authorizes the use of contracts pursuant to California Government Code Section 50280 et seq., known as "Mills Act Contracts." Such contracts may be entered into at the sole discretion of the City Council based on the recommendations of the Cultural Heritage Commission in a form to be approved by the City Attorney. The intent of such contracts shall be the continued Preservation of historical properties.
 - a. Purpose. The purpose of this section is to implement State law (Government Code Sections 50280-50290), allowing the approval of Mills Act Contracts by establishing a uniform procedure for the owners of qualified historic properties within the City to enter into contracts with the City. The City Council finds that the Mills Act Contract will support the goals and objectives in the Historic Preservation Element of the General Plan with regards to incentivizing the Maintenance and Preservation of Cultural Resources. The Council further finds that entering into a Mills Act Contract is an effective incentive to further the City's Preservation goals to rehabilitate, preserve, restore, and maintain qualifying Cultural Resources.
 - b. Limitations on Eligibility. Mills Act Contracts are limited to the following qualifying properties: Landmarks; Contributing properties of local Historic Districts; properties listed on the National Register; properties listed on the California Register; and properties that the Commission, with concurrence of the City Council, may identify as appropriate for a Mills Act Contract. The granting of new Mills Act Contracts shall be limited to a maximum of four (4) properties each year. That limit does not apply to eligible properties that would benefit from the incentive to do Seismic Retrofit work to abate a potential threat to public safety.
 - c. Criteria. In considering the merits of a proposed Mills Act Contract, the Commission shall use the following criteria in making a recommendation to the City Council:

- 1) <u>Financial Investment</u>. The estimated tax benefit is not expected to exceed the applicant's proposed financial investment in the Cultural Resource over the first ten (10) years of the contract.
- 2) Public Benefit. The proposed Mills Act Contract features a work plan that will provide a benefit to the public by: rehabilitating the property for continued occupancy or adaptive reuse; improved viability through systems upgrades and structural reinforcement upgrades; preserving and maintaining the Character-Defining Features of the property, and/or restoring Character-Defining Features of the property that have been significantly altered or removed over time.
- Maintenance or Alteration work that was previously completed or initiated before the contract is approved, unless it can be shown that the completed work was necessary in the interest of the public health or safety following involuntary damage or destruction caused by fire, Act of Nature, or any other casualty.
- 4) <u>Limitations on Maintenance</u>. The estimated tax benefit will not be used for routine Maintenance work except for exemplary or exceptional properties that have financially burdensome Maintenance requirements.
- 5) Limitations on Interior Work. The estimated tax benefit will not be used for work within the interior of a Cultural Resource unless the Commission determines the following exceptions should be made: the interior work is necessary to improve the structural integrity of the property; the interior work is necessary to preserve and maintain Character Defining Features within the Cultural Resource that are specifically identified as part of the official Landmark nomination; and/or the interior work is necessary to preserve and maintain Character-Defining Features of the property that were discovered subsequent to its Landmark designation. The Commission must first determine that those interior features are character defining based on substantial evidence provided by the applicant.
- 6) Limitations on Landscaping. The estimated tax benefit will not be used for landscaping work unless it will be used for specific landscape features that were identified as part of the official Landmark nomination.
- d. Required Provisions. The required provisions of a Mills Act contract shall be those required by State law Government Code Sections 50281 and 50282 including the following specifications:
 - 1) <u>Conformance with National Standards</u>. The contract agreement is to assist in the Preservation of the qualifying property; therefore, Restoration and Rehabilitation of the property shall conform to the rules and regulations of the State of California Office of Historic Preservation (Department of

- <u>Parks and Recreation) and the United States Secretary of the Interior's Standards for the Treatment of Historic Properties.</u>
- 2) <u>Inspections</u>. The owner shall agree to allow periodic examination of the interior and exterior of the premises by the County Assessor, the Department of Parks and Recreation, the State Board of Equalization, and the City, as may be necessary to verify the owner's compliance with the contract agreement, and to provide any information requested to ensure compliance with the contract agreement.
 - Each Mills Act Contract shall also provide that after five years, and every five years thereafter, the City, County of Los Angeles (County), or City and County shall have the option to inspect the premises to determine the property owner's compliance with the contract.
- 3) Reports. The owner shall agree to submit evidence to the City in accordance with the reporting schedule specified in the Mills Act Contract (and at a minimum every three years) to confirm that Preservation tasks were completed in accordance with the time line stipulated in the Mills Act Contract.
- 4) Non-Renewal. If recommended by the Commission and approved by the City Council, a notice of nonrenewal may be issued six (6) years into the duration of the contract. The procedure for notice of non-renewal by the owner or the City shall be in accordance with Government Code Section 50282 as it may be amended from time to time.
- 5) Binding Effect of Contract. The contract shall be binding on all successors-in-interest of the owner to the benefits and burdens of the contract. The contract shall stipulate escrow instructions that require a review and re-evaluation of the property every three years.
- 6) Cancellation. The Mills Act Contract shall state that the City may cancel the contract after a duly noticed public hearing if it determines that the owner has breached any of the conditions of the contract or has allowed the property to deteriorate to the point that it no longer meets the significance criteria under which it was designated (Government Code Sections 50284 and 50285).
- 7) Cancellation Fee. The contract shall state that if the City cancels the contract as provided herein, the owner shall pay the State of California a cancellation fee of twelve and one-half percent of the full assessed value of the property at the time of cancellation, as determined by the County Assessor without regard to any restriction on the property imposed by the Mills Act Contract.

The contract shall also provide that in the event Preservation, rehabilitation, or restoration becomes infeasible due to damage caused by

natural disaster (e.g., earthquake, fire, flood, etc.), the City may cancel the contract without requiring the owner to pay the State of California the above-referenced cancellation fee as a penalty. However, in this event, a contract shall not be cancelled by the City unless the City determines, after consultation with the State of California Office of Historic Preservation, in compliance with Public Resources Code Section 5028, that Preservation, rehabilitation, or restoration is infeasible.

- e. Administration of Mills Act Contracts. The Commission shall have the responsibility to recommend to the City Council the approval of Mills Act Contract proposals. The Commission shall prepare and transmit a report of its recommendation to the Council on the merits of each proposal.
 - 1) Review Timing of New Mills Act Contracts. After January 1st of each year, or as soon as reasonably possible, but in no event later than March 31st of that year, the Commission shall accept proposals for Mills Act Contracts. After April 1st of each year, or as soon as reasonably possible, but in no event later than June 30th of that year, the Commission shall review proposals for Mills Act Contracts. After June 30th of each year, or as soon as reasonably possible, but in no event later than September 30th of that year, the Commission shall make a recommendation to the City Council of no more than four (4) new Mills Act Contract proposals.
 - 2) Notification to OHP. The City shall provide written notice of the contract to the State of California Office of Historic Preservation within 180 days of entering into the contract.
 - 3) Review Timing of Current Mills Act Contracts. After June 30th of each year, or as soon as reasonably possible, but in no event later than September 30th of that year, the Commission shall review the progress made towards the completion of Preservation work stipulated in the Mills Act Contracts that are scheduled for review that year and Mills Act Contracts that are ten (10) years or older.
 - 4) Review Criteria for Cancellation of Mills Act Contracts. In considering a recommendation to cancel a Mills Act Contract, the Commission shall determine whether the owner has breached any of the conditions of the contract or has allowed the property to deteriorate to the point that it no longer meets the significance criteria under which it was designated.
 - 5) Review Criteria for Notice of Non-Renewal. In considering a recommendation to issue a Notice of Non-Renewal of a Mills Act Contract, the Commission shall use the following criteria in making a recommendation to the City Council: i.) The owner has provided substantial evidence to the Commission that, although progress has been made towards meeting certain obligations of the contract, the owner cannot fulfill the remaining requirements of the contract due to reasons

beyond the owner's control; or *ii*.) The owner has not complied with the terms of the Mills Act Contract, and/or has failed to document evidence of the ongoing preservation maintenance required by the contract, including any changes in the contracted work schedule necessitated by factors beyond the owner's control, or *iii*. The Commission has determined that the quality of the work is insufficient to achieve the long-term preservation objectives of the Mills Act Contract agreement.

Upon receipt by the owner of a notice from the City of nonrenewal, the owner may make a written protest of the notice of nonrenewal (Government Code Sections 50282). The City may, at any time prior to the renewal date, withdraw the notice of nonrenewal.

- 6) Annual Report to City Council. The Commission shall prepare and transmit a report of its review of current Mills Act Contracts as part of its annual report to the City Council.
- 7) <u>Identification of Properties</u>. The Commission may proactively survey the City and identify properties that may benefit from a Mills Act Contract. The Commission may, if it finds that it is in the best interest of the City, contact the property owner directly and recommend that a Mills Act Contract be pursued.

2.69 Severability of Provisions.

Should any section or provision of this article be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this article as a whole or any section thereof other than the section or provision specifically declared to be invalid.

SECTION 3. 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.

Signatures to follow on next page.

PASSED, APPROVED, AND ADOPTED ON this 19th day of July, 2017.

•	
	Michael A. Cacciotti, Mayor
ATTEST:	APPROVED AS TO FORM:
Evelyn G. Zneimer, City Clerk (seal) Date:	Teresa L. Highsmith, City Attorney
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 19 th day of July, 2017, by the following vote: AYES: NOES:	
ABSENT:	
ABSTAINED:	
Evelyn G. Zneimer, City Clerk (seal)	

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ATTACHMENT 2 Historic Resources Evaluation (HRE) Outline

HISTORIC RESOURCE EVALUATION REPORT (HRER)

Recommended Outline for Due Diligence Evaluations

1. Introduction

- a. Location: Address, Cross Streets, and Neighborhood
- b. Assessor Parcel Number(s) and Lot Size
- c. Current Historic Resource Status
 - i. List any previous historic designation or inclusion in a previous historic resource survey

2. Building and Property Description

- a. Exterior Architectural Description
 - i. Describe each elevation in detail
 - ii. Identify architectural style, materials, features, and character-defining features (list).
 - iii. Illustrate with current photographs, including overview images and detail photos of prominent features or less visible areas.
- b. Interior Architectural Description (as needed)
 - Document extant interior character-defining features, in particular in historically publicly accessible interior spaces, such as entrance lobbies, auditorium spaces, etc.
- c. Artwork and Distinctive Craftsmanship
 - i. Document any artwork, murals or distinctive craftsmanship

3. Site History

- Include a narrative description of the earliest known development of the site through the present day. Reference Sanborn Fire Insurance maps and other archival materials.
- Provide known or estimated construction dates of all major features (buildings, outbuildings, landscape, site features, etc.).
- iii. Provide a list of building permits in a table format. Discuss all visible alterations even if building permit are not available.
- iv. Identify any prominent individuals or community members associated with the property

4. Focused Neighborhood Context

- a. Discuss the initial development of the area through the present day. The focus of description should be the period during which the property has occupied the site.
- Identify any important events, trends or patterns associated with the development of the area.

- c. Illustrate with any available historical photographs, maps (including full sheet Sanborn Fire Insurance Maps) or other materials.
- d. Consider ordering the historic aerial/Sanborn Map packages from EDR in order to save time and maximize results (EDRnet.com)

5. Architect/Builder/Landscape Architect

- a. Provide biographies for all design professionals associated with the property.
- b. Determine if the architect, builder or landscape architect qualifies as a master. If so, include a brief description of their career and cite examples of important works.
- c. If no design professional was identified, state the research methodology conducted.

6. National Register, California Register, and Local Register Significance Evaluation

- a. Individual Significance Analysis
 - Criteria A/1: Provide an explanation of why the property is or is not associated with the initial development of the neighborhood or other significant development trends or patterns as identified in the neighborhood context.
 - ii. Criteria B/2: Provide an explanation of why the property is or is not associated with significant persons identified in the owner/occupant history.
 - iii. Criteria C/3: Provide an explanation of why the building is or is not a good example of a type, period, or method of construction; has high artistic values; or is the work of a master.
 - 1. Provide a comparative analysis of the buildings with similar property types.
 - 2. If the building was designed or constructed by a master architect or builder, explain whether the subject building is or is not significant within the context of their career.
 - iv. Include local criteria in analysis
- b. Historic District Analysis (if required)¹
 - i. Determine if any nearby eligible historic districts have been previously identified by the City.
 - ii. If property fits within an eligible historic district:
 - 1. Provide an inventory and analysis of construction dates, building types, and architectural styles present in the inventory area.
 - 2. Provide information about related landscapes features and street improvements located with the survey area.

¹ District analysis to be determined in consultation with City staff and CHC

3. Include photographs of the block faces. Individual pictures of each building are not necessary, but photographs need to be labeled with address and block face (e.g., 1700 block, south side).

7. **Integrity** (if required)

- a. Only include if the property is found to be significant
- b. Analyze the property under each of the seven aspects of integrity. Provide a statement for each aspect and a summary of integrity overall.
- c. If a building lacks integrity, provide an explanation of how and why in detail. Reference materials such as building permits, historical photographs, site inspection, original drawings, etc.
- d. If located within an eligible or designated district, provide a brief discussion of integrity of district.

8. Character-Defining Features (if required)

- a. Only include if the property is found to be significant
- b. Include a list of character-defining features for the individual resource and/or historic district.
- c. Include character-defining features involving site plan features, landscape, hardscape, spatial relationships between buildings and landscape, circulation corridors, etc.
- 9. Bibliography of Works Cited and Archives Consulted

ATTACHMENT 3 Survey of Cities, Demolition Procedures (45 Years or Older)

Director makes a preliminary determination as to whether the property me criteria based on a qualified architectural historian's report for properties over 45 Exception for properties in areas that were surveyed in the last 5 years. Director must notify owner in 30 days about eligibility for listing If potentially eligible, an intensive-level Historic resource Evaluation is done Following Review and approval by Commission, property is then added to the Certificate of Demolition which applies to all historic resources. Santa Monica Notice of Intent to Demolish an un-listed building over 40 years or older is Director and posted on the property. Within 7 days, a notice of requested demolition is transmitted to the commis application form, site plan, photographs of the building, photo verification propentice, If an application for designation of the property is not received within 75 days f application, it may be approved subject to compliance with all other legal require If an application for landmark status is received, the application for demolition processed in accordance with the requirements for other historic properties San Louis Obispo If an unlisted property is over 50 years old, the Director shall determine in potential historic resource. If Director determines that it's a potential historic resource, the Director sends the an Architectural Review If Director determines that it's not a potential historic resource, applicant must documentation of the structure and evidence that the owner tried to have the built a 90 day period. Sierra Madre No single family home or duplex older than 75 years shall be demolis discretionary demolition permit.	
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Discretionary Demolition permit shall be accompanied by a written historic survey by a qualified historic preservation consultant, an application for repla and a sign posted on site identifying the request for demolition.	
Discretionary Demolition permit can be issued if the structure is not on the leligible for listing or not a contributor to a district or potential district.	local list or not
Discretionary Demolition permit cannot be issued until all environmental (CF been conducted that will allow the demolition (and replacement project) to proce	7 /

Whittier

If non-listed buildings, structures, or objects over 50 years old (or 45 years old when associated with a non-exempt CEQA development), the potential resource must be evaluated to determine if it meets the City's definition of a "historic resource" and CEQA's definition of a "historical resource".

To make the determination, a historic resource evaluation/report is required by an independent historic resource consultant that meets National Secretary of the Interior Standards.

The Report and Certificate of Appropriateness for demolition is forwarded to the commission.

If report shows that it meets the criteria to be a historic resource, then an EIR is undertaken due to the adverse change to the historic resource.

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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:

June 21, 2017

TO:

Honorable Mayor and City Council

VIA:

Elaine Aguilar, Interim City Manager

FROM:

Margaret Lin, Principal Management Analyst ML

SUBJECT:

Discussion of the San Gabriel Valley Council of Governments'

Integration of the Alameda Corridor East

Recommendation

It is recommended that the City Council discuss and provide direction regarding the San Gabriel Valley Council of Governments' (SGVCOG) integration of the Alameda Corridor East (ACE).

Fiscal Impact

There are no fiscal impacts.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Background

In 1998, the SGVCOG created ACE as a subsidiary to address traffic congestion associated with goods movement from the San Pedro Ports. ACE has secured over \$1.6 billion in funding to construct grade separations throughout the southern portion of the San Gabriel Valley. ACE functions independently and reports to its own Board of Directors and Chief Executive Officer. ACE will conclude their current work by 2023.

The SGVCOG created the ACE/Large Capital Projects Ad Hoc Committee to evaluate the possibility of expanding the COG's capacity to include those of ACE and build large capital projects. The Ad Hoc Committee provided a recommendation to the SGVCOG Governing Board to restructure and include ACE as a division of the SGVCOG. The Executive Committee has reviewed the recommendations and provided modifications for the Governing Board's consideration. The Governing Board may take action at their July 20, 2017 Meeting.

Analysis

On November 9, 2016, Los Angeles County Voters approved Measure M; a new sales tax measure to fund a Los Angeles County Traffic Improvement Plan. SGVCOG is estimated to receive \$20.7 million per year in local return allocations from Measure M. Significant Measure

M funding will be passed through eight programs:

- 1. Active Transportation \$231 million
- 2. Bus System Improvements \$55 million
- 3. First/Last Mile and Complete Streets \$198 million
- 4. Highway Demand Management \$231 million
- 5. Goods Movement \$33 million
- 6. Highway Efficiency \$534 million
- 7. Intelligent Transportation Systems/Technology \$66 million
- 8. Subregional Equity \$199 million

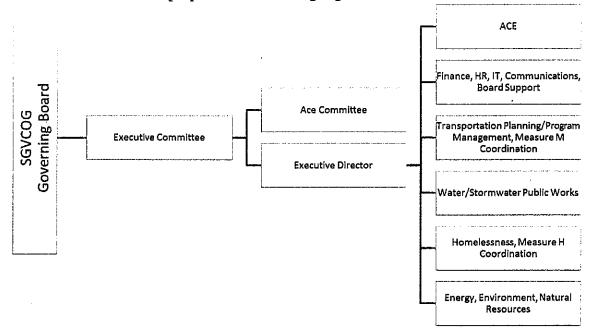
In addition, the SGVCOG will receive an additional \$1 billion for the Foothill Gold Line Extension project to Claremont.

The Ad Hoc Committee and Executive Committee have proposed the following recommendations to the Governing Board:

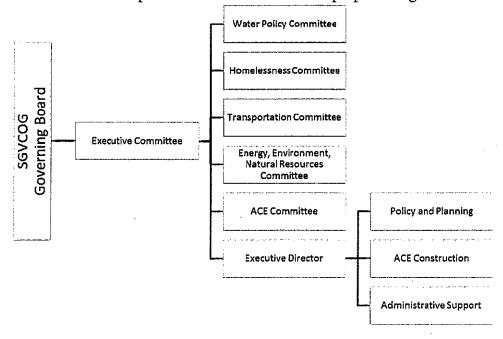
- 1. Keep ACE, and do not allow it to expire upon completion of its mission in six years.
 - Executive Committee: Agrees
- Expand ACE's jurisdiction so it can undertake projects throughout the San Gabriel Valley (SGV).
 - Executive Committee: Agrees
- 3. Modify the existing ACE Board to include representatives from five districts in the SGV. In addition, the current ACE Board Members will remain as voting members of the ACE Board until the ACE projects within their respective cities have been completed.
 - Executive Committee: Agrees, with the modification that the ACE Board be renamed the ACE Committee to reflect the equivalent organizational alignment with other committees of SGVCOG.
- 4. The new ACE Board will have similar responsibilities as the previous ACE Board.
 - Executive Committee: Agrees, except that the new ACE Committee will not have management or personnel responsibilities.
- 5. The new ACE Board will report to the Governing Board, with communications to the Executive Committee.
 - Executive Committee: Agrees, except that the ACE Committee will communicate through the Executive Committee while reporting to the Governing Board.
- 6. ACE Construction management staff will be maintained as a separate management unit.
 - Executive Committee: Disagrees, recommending instead that the SGVCOG and ACE be combined into one organization with one Executive Director, and that ACE will be a SGVCOG division reporting to the Executive Director.
- 7. Transfer all non-project staff (i.e. administrative staff) of ACE to become SGVCOG staff.
 - Executive Committee: Disagrees, and instead recommends that all ACE staff become SGVCOG employees, reporting to the SGVCOG Executive Director.
- 8. Review the organizational structure and responsibilities in 18 months.

• Executive Committee: Disagrees, and instead recommends that the Governing Board approve the merger of COG and ACE into one organization, with full implementation of staff integration to occur no later than July 1, 2018.

The Ad Hoc Committee has proposed the following organizational chart:



The Executive Committee has provided modifications to the proposed organizational chart:



Approval of the proposed restructuring would enable the SGVCOG to implement and build large

Discussion of the SGVCOG Integration of ACE June 21, 2017
Page 4 of 4

capital projects such as:

- Gold Line Foothill Extension to Claremont
- State Route (SR) 71 Gap from Interstate (I) 10 to Rio Rancho Road
- SR-57/SR-60 Interchange Improvements
- Gold Line Eastside Extension
- I- 605/I-10 Interchange
- SR-60/I-605 Interchange HOV Connectors

The City of South Pasadena (City) is currently a member of both the SGVCOG and the Arroyo Verdugo Subregion (AVS). However, the City, along with the Cities of Pasadena and La Cañada Flintridge, would receive its Measure M funds through the AVS. While the proposed ACE Board/Committee would provide representation for the City in one of its five districts, the City would not benefit from ACE's construction capabilities through the SGVCOG. There is the possibility of ACE providing services to the AVS. Additional discussions between the AVS and SGVCOG/ACE would need to occur to ensure that the cities with dual membership are not paying twice for the same services.

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 *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments:

- SGVCOG Report Executive Committee Recommendation Regarding COG/ACE Organizational Structure
- 2. SGVCOG Report ACE/Large Capital Projects Ad Hoc Committee Final Report

ATTACHMENT 1

SGVCOG Report – Executive Committee Recommendation Regarding COG/ACE Organizational Structure

DATE:

June 15, 2017

TO:

SGVCOG Governing Board

FROM:

Phil Hawkey, Executive Director

RE:

Executive Committee Recommendation regarding COG/ACE organizational

structure

RECOMMENDED ACTION:

Approve the alternative recommendation to immediately proceed with the merging of COG/ACE into an integrated SGVCOG

EXECUTIVE SUMMARY:

After an extensive strategic planning process for the SGVCOG in February, 2016, the future of the Alameda Corridor East Construction Authority (ACE), (which is a subsidiary of the SGVCOG) was identified as a top priority issue, since ACE is scheduled to expire in about six years when its current mission is completed. The Ad Hoc ACE/Large Capital Projects Committee was appointed in June 2016 by SGVCOG President Gene Murabito to study the relationship between SGVCOG and ACE and to explore combining the COG and ACE into an integrated organization that could both plan and implement capital projects.

In its interim report issued in January 2017, the Ad Hoc Committee recommended that the SGVCOG develop a plan for integrating ACE as an integral part of the COG to allow for the potential of the newly configured ACE to construct capital projects throughout the San Gabriel Valley as may be specifically approved by the Governing Board. The decision was made by the Governing Board in January to merge ACE fully into COG. The following language was approved:

- Develop a multi-year plan to integrate ACE, as an ongoing integral part of the SGVCOG, to allow for potential future capacity to construct capital projects in the San Gabriel Valley pending future specific direction from the Governing Board. Report back within six months;
- o Direct ACE and SGVCOG staff to further integrate administrative functions; and
- Consult with legal counsel of ACE and SGVCOG to identify necessary changes to SGVCOG JPA and Bylaws.

The Ad Hoc Committee was directed by the Governing Board in January to further study the integration of SGVCOG and ACE and to report back to the Governing Board within six months.

The Ad Hoc Committee has been working since January and has now made its final recommendations, as follows:

- 1. Keep ACE, and do not allow it to expire upon completion of its mission in six years.
- 2. Expand ACE's jurisdiction so it can undertake projects throughout the SGV.

- 3. Modify the existing ACE Board to include representatives from five districts in the SGV, the president of the SGVCOG, and a county supervisor who represents a part of the SGV. In addition, the current ACE Board members will remain as voting members of the ACE Board until the ACE projects within their respective cities have been completed.
- 4. The new ACE Board will have similar responsibilities as the previous ACE Board.
- 5. The new ACE Board will report to the Governing Board, with communication to the Executive Committee.
- 6. ACE construction management staff will be maintained as a separate management unit.
- Transfer all non-project staff (i.e. administrative staff) of ACE to become SGVCOG staff.
- 8. Review the organizational structure and responsibilities in 18 months.

The Executive Committee, at its meeting on June 5, directed by a unanimous motion (with one member absent), that an alternative proposal be submitted to the Governing Board that would modify the recommendation of the Ad Hoc Committee, as follows:

- 1. Keep ACE, and do not allow it to expire upon completion of its mission in six years. **Executive Committee: Agrees**
- 2. Expand ACE's jurisdiction so it can undertake projects throughout the SGV.

Executive Committee: Agrees

3. Modify the existing ACE Board to include representatives from five districts in the SGV, the president of the SGVCOG, and a county supervisor who represents a part of the SGV. In addition, the current ACE Board members will remain as voting members of the ACE Board until the ACE projects within their respective cities have been completed.

Executive Committee: Agrees, with the modification that the ACE Board be re-named the ACE Committee to reflect the equivalent organizational alignment with other Committees of the SGVOCOG.

- 4. The new ACE Board will have similar responsibilities as the previous ACE Board.
 - Executive Committee: Agrees, except that the new ACE Committee will not have management or personnel responsibilities.
- 5. The new ACE Board will report to the Governing Board, with communication to the Executive Committee.

Executive Committee: Agrees, except that the ACE Committee will communicate through the Executive Committee while reporting to the Governing Board.

- 6. ACE construction management staff will be maintained as a separate management unit. Executive Committee: Disagrees, recommending instead that the COG and ACE be combined into one organization with one Executive Director, and that ACE will be a SGVCOG division reporting to the Executive Director.
- 7. Transfer all non-project staff (i.e. administrative staff) of ACE to become SGVCOG staff.

Executive Committee: Disagrees, and instead recommends that all ACE staff become SGVCOG employees, reporting to the SGVCOG Executive Director.

8. Review the organizational structure and responsibilities in 18 months.

Executive Committee: Disagrees, and instead recommends that the Governing Board approve the merger of COG and ACE into one organization, with full implementation of staff integration to occur no later than July 1, 2018.

This recommendation should be discussed by the Governing Board as part of the discussion of the Recommendation from the Ad Hoc Committee. These recommendations are being presented to the Governing Board for discussion on June 15 so that the Board can direct staff on the action item that will be brought to the July 20 Governing Board meeting for approval.

ATTACHMENTS:

Attachment A – Executive Committee alternative report presenting modifications of the Ad Hoc Committee Final Report

Attachment B – the Executive Committee recommended organizational chart

Executive Committee Alternative Recommendation as a modification of the Report of the Ad Hoc ACE/ Large Capital Projects Committee

BACKGROUND:

ACE was created by the SGVCOG in 1998 as a subsidiary of the SGVCOG, with a narrow mission to address the traffic congestion caused by the expansion of freight rail traffic from the Ports of Los Angeles and Long Beach. For the past 18 years, ACE has had great success in securing more than \$1.6 billion in funding to construct grade separations to facilitate freight railroad movement through the southern portion of the San Gabriel Valley.

The mission of the ACE project is approaching completion in the next few years, and the SGVCOG must determine next steps. The expertise and excellent reputation of the ACE organization presents an opportunity to address an expanded and new scope of projects, but there are inherent risks and costs with this type of new endeavor.

In addition, with the passage of Measure M in Los Angeles County in November 2016, the SGVCOG will be responsible for guiding the allocation and implementation of over \$2 billion in capital projects and programs. The SGVCOG will either need to expand its capacity to handle these funds, or allow Metro to manage the funds in a manner guided by the advice of the SGVCOG.

As part of its Strategic Planning process in early 2016, the SGVCOG Governing Board identified the need to conduct an assessment about the future of ACE and the role of the SGVCOG in planning, funding, and constructing large capital projects. As a result, SGVCOG President Gene Murabito formed an ad hoc committee with the purpose of studying and fully exploring these issues.

Existing Structure

ACE is a subsidiary unit of the SGVCOG, operating under the Joint Powers Authority (JPA) that created the SGVCOG. However, ACE operates as a quasi-independent agency reporting to the ACE Board of Directors. ACE has a separate Chief Executive Officer, who reports to the ACE Board, and all ACE employees report to the Chief Executive Officer. As specified in the SGVCOG JPA and bylaws, the SGVCOG Governing Board is responsible for approving ACE's scope of projects and annual budget but all other functions are delegated to the ACE Board of Directors. including approving contracts, property acquisition, hiring of staff, and setting compensation of ACE employees. The ACE Board of Directors is comprised of the following members (all of which have, or did have, at least one ACE project within their jurisdiction):

- LA County
- El Monte
- Industry
- Montebello
- Pomona
- San Gabriel

Additionally, the SGVCOG President or his/her designee serves on the Board as a voting member.

The SGVCOG also has a memorandum of understanding (MOU) with ACE to have ACE staff provide technical assistance related to transportation planning. Under this MOU, the CEO of ACE is compensated by SGVCOG to periodically perform the functions of the Transportation Director for the SGVCOG. This role was most active in the development of the mobility matrix, as well in the communications with Metro and Caltrans on behalf of the SGVCOG. This work by the CEO of ACE as the Transportation Director of SGVCOG entails only a few hours a month and compensation from the SGVCOG is paid to ACE, which offsets the compensation that the CEO receives from ACE.

Two additional MOUs were approved by the SGVCOG Governing Board in early 2016 to allow ACE staff to provide administrative/HR, IT and financial management support services. ACE is fully reimbursed for these labor costs.

AD HOC COMMITTEE PURPOSE, MEMBERS, AND PROCESS:

The Ad Hoc Committee was comprised of the following members:

- John Fasana, Councilmember, City of Duarte, Chair
- Gene Murabito, former Mayor of Glendora and SGVCOG President
- Terry Tornek, Mayor, City of Pasadena
- Victoria Martinez, Vice Mayor, City of El Monte
- Jack Hadjinian, Councilmember, City of Montebello
- Cynthia Sternquist, Mayor, City of Temple City and SGVCOG President
- Cruz Baca, Councilmember, City of Baldwin Park
- Sam Pedroza, Councilmember, City of Claremont
- Linda Lowry, City Manager, City of Pomona
- David Liu, Public Works Director, City of Diamond Bar
- Javier Hernandez, Transportation Deputy, LA County District #1
- Dave Perry, Transportation Deputy, LA County District #5

Phil Hawkey, Executive Director of SGVCOG and Mark Christoffels, CEO of ACE, were advisory to the Ad Hoc Committee. SGVCOG staff Marisa Creter, Eric Wolf and Christian Cruz also assisted the work of the Ad Hoc Committee.

The ACE/ Large Capital Projects Ad Hoc Committee was tasked with assessing the future of the SGVCOG and whether it should be primarily a planning agency or should it also have the internal capacity to implement and build large capital projects. A key issue concerned the future of ACE and whether it should dissolve upon completion of its mission or be restructured as a division of the SGVCOG that would be responsible for the construction of large capital projects in the San Gabriel Valley.

Two alternative future roles considered were as follows:

 The SGVCOG should focus on being a planning agency that concentrates on assessing the needs of the San Gabriel Valley, developing proposals and plans that address those needs, pursuing grants and funding sources to pay for programs and capital projects, including transportation and capital improvements, and collaborating with appropriate agencies to construct the large capital improvements;

OR

2. The SGVCOG should expand its organizational capacity from strictly a policy and planning agency, to become a construction agency as well. In addition to planning for transportation and large capital projects, the SGVCOG might take responsibility for managing the implementation of, and even constructing, these projects. These projects might include new highway construction, bridges, freeway interchanges, and bicycle paths, as well as non-transportation projects (e.g. storm water facilities). The Committee considered several variations of each alternative.

In the early months of the Ad Hoc Committee work, the committee discussed four case studies (SR-57/SR-60 Interchange, Greenway Network, SR-71 Completion, and I-605 Hot Spots) as a means of considering the role the SGVCOG and the ACE could play in construction planning and management. Considerable attention was paid to the issues of liability and risk management involved with construction. The experience of ACE demonstrated that prudent management with comprehensive insurance can protect the organization. The legal structure of the Joint Powers Authority makes it a stand-alone legal entity for which the member cities of the JPA are protected from legal liability.

The issue of CalPERS liability for the ACE organization was studied by the Ad Hoc Committee, especially in recognition that ACE may terminate when its mission is completed in 6 years. A review of audit reports concluded that more than adequate funds have been set aside at ACE to adequately cover its CalPERS obligations.

The committee also reviewed other Council of Government structures in California and determined that there are a wide variety of different COG organizational and governance models, with each organized to meet specific regional needs, as well as funding and partnership opportunities.

CONTEXT: OPPORTUNITIES AND CHALLENGES:

Measure M funding

With the passage of Measure M, the L.A County transportation tax measure, San Gabriel Valley transportation projects and programs identified and prioritized by SGVCOG will receive more than \$2 billion in local sales tax funds over the coming decades, in addition to the \$1 billion that is allocated for the completion of the Foothill Gold Line.

Significant Measure M funding will be passed through eight programs established by the SGVCOG expressly for San Gabriel Valley projects:

- (1) Active Transportation (\$231 million)
- (2) Bus System Improvement (\$55 million)
- (3) First/Last Mile and Complete Streets (\$198 million)
- (4) Highway Demand Management (\$231 million)
- (5) Goods Movement (\$33 million)
- (6) Highway Efficiency (\$534 million)
- (7) ITS/Technology (\$66 million)
- (8) Subregional Equity (\$199 million)

Over the course of the ad hoc committee's work, it became apparent that whatever organizational form emerges from the effort, it must include added capacity for the SGVCOG to manage the Measure M funding assigned to the San Gabriel Valley and to secure matching funds, as needed to complete project budgets. Thus, the recommendation to create a position of Transportation Planner/Program Manager was approved by the Governing Board in February 2017, with the expectation that the position will be funded from Measure M funds.

Partner Agencies

Representatives from the Ad Hoc Committee met with key staff from L.A. Metro, including CEO Phil Washington. During that meeting, Metro staff referenced the Measure M Program Management Plan (PMP) that was presented to the Metro Board in October 2016. Metro indicated that the SGVCOG's proposal to take a more active role in planning, programming, and constructing projects and programs was consistent with the PMP, and Metro was supportive of subregional efforts that would facilitate projects being completed on-time and within budget.

A separate meeting was held with lead staff at Caltrans Region 7 on January 31, 2017 to identify possible roles for SGVCOG regarding constructing Caltrans transportation projects. The Caltrans leadership expressed their support for the expanded role of the SGVCOG, through a restructured ACE, that would do major capital projects throughout the San Gabriel Valley. Caltrans encouraged the development of a MOU between Caltrans and SGVCOG that would facilitate ACE and Caltrans working together on planning, designing and building improvements to state highways and related facilities.

GUIDING PRINCIPLES:

The Ad Hoc Committee gave time to establish some overriding principles that should guide any future actions of the SGVCOG in addressing the needs of the San Gabriel Valley. Guiding Principles were created and approved by the Ad Hoc Committee, against which the committee's recommended future SGVCOG structure was evaluated.

The Ad Hoc Committee developed Guiding Principles intended to define the core elements of the organizational structure and operating requirements of any new agency or division within the SGVCOG that would take on planning, programming, and construction projects. The following guiding principles were approved by the Committee:

Threshold Criteria & Member Benefit

- SGVCOG action will result in a measurable benefit to the region and member cities and/or non-action will result in a measurable disadvantage or loss to the San Gabriel Valley region.
- Collaborative relationships with impacted communities, LA Metro, Caltrans, LA County and/or other entities are explored before SGVCOG acts to plan or implement a program or project.
- Majority support from SGVCOG members is secured before a major program or project is undertaken.

Liability & Risk

- Structures are in place, including proper insurance and indemnification, to ensure there is
 no financial exposure or increased legal liability to member cities as a result of SGVCOG
 taking action.
- Prior to a project getting underway, agreements have been defined for long term ownership and maintenance of the completed project. by a responsible entity.

Financial Impact

- SGVCOG may pursue funding for planning activities that may, or may not, result in programs or capital projects, but could fund staff costs.
- SGVCOG will not proceed to implement a program or project without securing all funding sources necessary to complete each distinct phase of a project.
- Member agencies may volunteer to fund a program, project, or study through an assessment in which only the participating members benefit from the work.
- SGVCOG may secure short term financing to fund start-up costs or accelerate a program or project with approval of a majority of SGVCOG members.

Legal Authority & Project Oversight

- Action will conform to SGVCOG's existing legal authority. If it does not, all legal risks and changes to authority will be identified before taking action.
- Project oversight may be performed by a new organization (such as a separate JPA) created by SGVCOG that could plan, program, or implement projects in the San Gabriel Valley, and the SGVCOG might enter into agreements with this organization for the completion of those programs or projects.

EXECUTIVE COMMITTEE MODIFICATION OF AD HOC COMMITTEE RECOMMENDATIONS:

The key recommendations of the Executive Committee, as modifications of the recommendations of the Ad Hoc Committee are:

- 1. Keep ACE: (Executive Committee Approves): The Ad Hoc Committee recognizes the success of ACE over the past 18 years in planning, funding and constructing over \$1.6 billion in grade separation improvements. With the passage of Measure M, and the availability of new state transportation funds, there will be resources for many projects in the San Gabriel Valley. If the SGVCOG can demonstrate the capacity to plan as well as to implement projects, the San Gabriel Valley will be able to accelerate the construction of projects that are important to our region.
- 2. Expand ACE's jurisdiction so it can undertake projects throughout the SGV: (Executive Committee Approves): Any new project would require the approval of the majority of the Governing Board (currently there are 35 members of SGVCOG). The process for determining projects will be:
 - A potential program of projects will be developed through a collaborative planning
 process that will include a SGVCOG Technical Advisory Committee, LA County,
 Caltrans, and Metro, and other cities or agencies that might be affected by a
 project. This program of projects will be reviewed by the SGVCOG's
 Transportation Committee and submitted to the Governing Board for approval.

- The Governing Board shall have the sole authority to consider, approve, and assign funding to future projects to be undertaken by ACE, and the ACE Board shall not have the authority to act on a project until the project is assigned to them by the Governing Board. SGVCOG staff will have the authority to spend time and money to plan projects in anticipation of presentation to the Governing Board for approval.
- 3. Modify the existing ACE Board: (Executive Committee Approves, except the name will be ACE Committee). The new ACE Committee would include one representative from each of five districts in the SGV (the same districts as used by the City Manager TAC), the president of the SGVCOG and one county supervisor. Existing Board members will continue on the ACE Board as long as ACE projects are under construction in their cities.

The structure of the new ACE Committee will be as follows:

- The ACE Committee shall include one member from each of the five districts as used by the City Manager Steering Committee as follows:
 - Northeast: Azusa, Claremont, Glendora, La Verne, San Dimas
 - Southeast: Covina, Diamond Bar, Industry, La Puente, Pomona, Walnut
 - Central: Baldwin Park, El Monte, Rosemead, South El Monte, Irwindale, West Covina
 - Southwest: Alhambra, Montebello, Monterey Park, San Gabriel, South Pasadena, Temple City
 - Northwest: Arcadia, Bradbury, Duarte, La Canada Flintridge, Monrovia, Pasadena, San Marino, Sierra Madre
 - The members shall be appointed by the Governing Board through a nomination process and serve for two years. Members may be re-appointed for up to three terms.
 - The ACE Committee shall also include the SGVCOG Governing Board President or a designee, and a County Supervisor who represents all or a portion of the San Gabriel Valley (i.e. District 1, 4 or 5)
 - Current ACE Board members will remain as voting members of the ACE Committee until the ACE projects within their respective cities have been completed.
 - With the exception of the County Supervisor, ACE Committee appointees must be current SGVCOG delegates.
- 4. The new ACE Committee will have similar responsibilities as the previous ACE Board: The ACE Committee will be designated the authority to approve of contracts, change orders, and eminent domain. (Delete: "and compensation for ACE employees.") The other change from their current authority is that that inter-agency agreements will be approved by the Governing Board.
- 5. The new ACE Committee will communicate with the Executive Committee while reporting (delete: "report") to the Governing Board: As is current practice, the ACE Committee would report regularly to the SGVCOG Governing Board and communicate its activities to the Executive Committee.
- 6. (Delete the entire following paragraph: "ACE construction management will be maintained as a separate management unit: ACE would operate under the authority of a Chief Executive Officer, who would report to the ACE Board. The ACE organization

will include only the project related ACE staff, under the Chief Executive Officer, with the non-project related ACE employees being transferred under the COG.")

New Paragraph: The COG and ACE will be combined into one organization with one Executive Director, and ACE will be a SGVCOG division reporting to the Executive Director.

- 7. (Delete the entire following paragraph: "Transfer the all non-project staff (i.e. administrative staff) of ACE to become SGVCOG staff: All current ACE staff that is not directly involved with project management will transfer to be employees of the COG and report to the COG Executive Director. This includes the employees who work in human resources, finance, purchasing, records management, information technology, marketing and government relations, totaling about two-thirds of the employees of ACE, out of a total of 24 employees. Since the ACE compensation plan is structured differently than the COG compensation plan, extensive work will need to be done to integrate the two organizations. The remaining ACE employees who are directly involved in project management will continue as employees of ACE, reporting to the Chief Executive Officer of ACE. The employees of ACE that are transferred to become COG employees will continue to provides support services to ACE through a MOU whereby ACE will pay COG for the services provides for the administrative, financial, IT, HR, purchasing support of ACE.)" (Add New paragraph: All ACE staff become SGVCOG employees, reporting to the SGVCOG Executive Director.
- 8. (Delete the entire following paragraph: Review the organizational structure and responsibilities in 18 months: After operating for 18 months with a split administration of COG and ACE, the Governing Board will review the organizational structure and determine if ACE and COG should be combined into one organization with a single Executive Director.) New paragraph: The Governing Board should approve the merger of COG and ACE into one organization, with full implementation of staff integration to occur no later than July 1, 2018.

ORGANIZATIONAL STRUCTURE:

The recommended organizational structure, (Delete: "split administration between ACE and COG"), is shown on Attachment A as the Executive Committee Recommended Option.

(Delete the following sentence: "The alternative structure that might be considered by the Governing Board at the end of 18 months is shown on Attachment B as Future Option.")

TIMETABLE:

- July 20, 2017: Governing Board approval of the agenda report describing the restructuring of COG/ACE and other recommendations in the report.
- March 1, 2018: Approval of JPA amendments by at least 50% plus one of the legislative bodies of the members, followed by approval amendments to the SGVCOG bylaws by the

- Governing Board, which requires 50% plus one approval of the total membership of the COG (35 members).
- July 1, 2018: New ACE Committee takes effect as defined in the approved report with the structure and responsibilities as described in the amended JPA and bylaws.
- July 1, 2018: All ACE administrative staff are fully transitioned to become SGVCOG employees.
- **December 2018:** Governing Board approval of initial list of projects that may be undertaken by ACE in the San Gabriel Valley.
- (Delete the following sentence: "January 1, 2020: Governing Board reviews organizational structure and decides whether to combine ACE and COG into one organization under the Executive Director.")

IMPLEMENTATION:

The process to implement the recommendations included in this report will involve several steps, including:

- Joint Powers Authority (JPA) amendment: Amendments to the JPA requires approval of 50% plus one of the legislative bodies of the total membership of the SGVCOG. Currently there are 35 members of the SGVCOG. Necessary changes to the JPA include the following:
 - Section 4(b) (common powers), subsection (15) will need to be amended with respect to borrowing and incurring indebtedness/issuing bonds, as this power is restricted solely to fund the ACE project.
 - O Section 27 of the JPA deals with the ACE Board structure and authority, as well as the authority of ACE to hire employees, enter into contracts, purchase property, utilize eminent domain and other powers. Language will need to be added that expands the jurisdiction of ACE to serve the entire San Gabriel Valley.

Amendments to the JPA will be required (Delete: "in the first phase of implementation of this report") to modify the structure and jurisdiction of the ACE Committee. (Delete the following sentence: "A subsequent amendment to the JPA will be required to fully integrate the ACE/COG organizations.")

- By-Laws Amendments: require a vote of 50% plus one of the total voting membership of the SGVCOG Governing Board. Necessary changes to the SGVCOG bylaws include the following:
 - Article IV, regarding the Executive Director, will need to be amended, when appropriate, to clarify Article IV B which indicates that the Executive Director shall supervise employees, "except for those employees and consultants working for the ACE Construction Authority".
 - o The Finance Committee (Article VI C) will require revision as it refers to the selection of auditor with ACE assistance.
 - Article IX, dealing with ACE, will need to be revised to conform to the new structure approved by the Board. This involves scope of responsibility, powers, make-up of the Board, meeting and voting process, and the role of the Chief Executive Officer in managing the work of ACE and the employees.
 - Article IX, dealing with ACE, will need to be amended to reflect that the SGVCOG Governing Board will have the authority to approve inter-agency agreements.

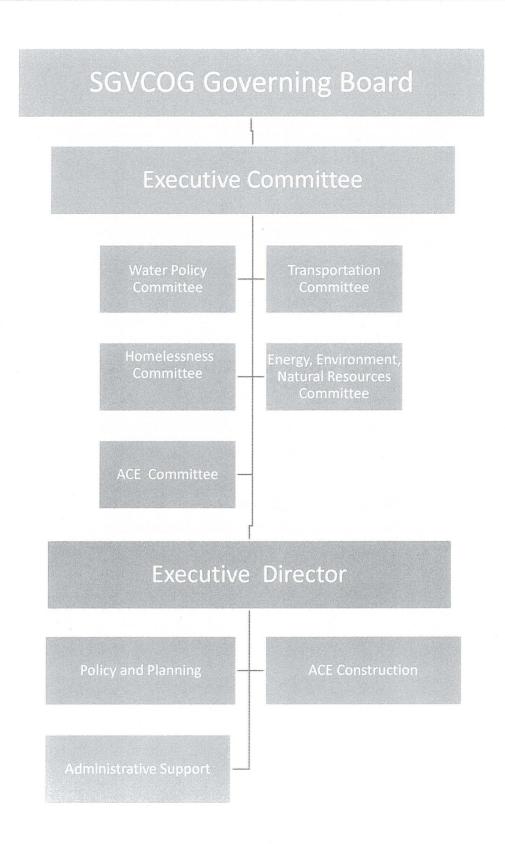
- Amendments to the By-Laws will be required (Delete: "in the first phase of implementation of this report, and additional amendments will be needed to the By-Laws") to fully implement (Delete: "subsequent") integration of ACE/COG organizations.
- Budget Amendments and MOUs: require approval of the Governing Board. Budget amendments_will be needed to reflect the transfer of costs from ACE to COG. (Insert: "ACE project revenues and costs will continue to be separately accounted for, but within the overall accounting system of the SGVCOG. (Delete the following: when non-construction employees of ACE are transferred to be employees of the COG. Other operating costs will need to be adjusted to reflect the expanded operation of the COG. New MOUs will need to be developed between COG and ACE, since under the new structure the administrative and finance employees will be employed by COG but most of their work will be done to support ACE.")
- Staff integration of ACE (Delete: "administrative") staff to become COG employees: (Delete: "this includes the transition of nearly two-thirds of ACE employees to become COG employees.") It will require careful attention to address the anxiety of employees in dealing with relationship and cultural changes. Since the ACE compensation plan and work schedule is structured differently than the COG compensation plan and work schedule, extensive work will need to be done to blend the two organizations into a shared culture. (Delete the following sentence: "If a second phase of organizational change is implemented between ACE and COG after 18 months, then a subsequent change management support program will also be needed.")
- Development of short and long range programs and projects: With the approval of the SGVCOG Governing Board to expand the jurisdiction of ACE to serve the San Gabriel Valley, it will be appropriate for the ACE (Insert: "and COG") staff to develop a list of construction projects that might be undertaken by ACE. This list of potential projects would be reviewed by the ACE Committee and submitted to the Governing Board for approval. In addition, each individual construction project, along with its funding plan, will be presented to the Governing Board for approval prior to proceeding with construction. Undertaking work to do preliminary construction concepts, and securing financing sources, is considered part of the operating responsibilities of (Insert: "COG") and ACE.
- Project/Program agreements with LA Metro and Caltrans: requires approval of the SGVCOG Governing Board. These agreements will define the ongoing working relationships between SGVCOG/ACE and LA Metro and Caltrans. Additional individual agreements will be developed for specific projects that are done in collaboration with LA Metro, Caltrans, as well as any local government or agency that might be involved with a project.

CONCLUSION:

This report is being presented with the (Delete: "endorsement") recommendation of the (Delete: "Ad Hoc ACE/Large Capital Projects") Executive Committee and presented for information and discussion at the June 15 Governing Board meeting. A decision and vote on these recommendations, or as they may be modified, will be made at the Governing Board meeting on July 20, 2017.

To the extent that the action taken by the Governing Board on July 20 requires changes in the Joint Powers Authority (JPA) and the By-Laws, it is anticipated that the new language will be submitted to the Governing Board at its meeting on September 21. The effective date of many of the changes in this report approved by the Governing Board will not take effect until the JPA and By-Laws are changed.

- John Fasana, Councilmember, City of Duarte Chair
- Gene Murabito, former Mayor of Glendora and President SGVCOG
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- David Liu, Public Works Director, City of Diamond Bar
- Javier Hernandez, Transportation Deputy, LA County District #1
- Dave Perry, Transportation Deputy, LA County District #5



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ATTACHMENT 2

SGVCOG Report – ACE/Large Capital Projects Ad Hoc Committee Final Report

DATE:

June 15, 2017

TO:

SGVCOG Governing Board

FROM:

Phil Hawkey, Executive Director

RE:

ACE/LARGE CAPITAL PROJECTS AD HOC COMMITTEE FINAL

REPORT

RECOMMENDED ACTION:

Discuss and provide direction to staff.

BACKGROUND:

The attached report represents the consensus recommendation of the ACE/Large Capital Projects Ad Hoc Committee. It is being presented initially for information and discussion at the June 15 Governing Board meeting and to give direction to staff on preparation of the final report and recommendations that will be considered at the July 20 Governing Board meeting. Staff will present an updated report for possible action at the July 20 Governing Board meeting reflecting the direction given at the June meeting.

This report is an outcome that emanated from the SGVCOG Strategic Planning process in early 2016, where the SGVCOG Governing Board identified the need to assess of the role of ACE and the SGVCOG in planning, funding, and constructing large capital projects. These discussions prompted the SGVCOG President, Gene Murabito to form an ad hoc committee to study and explore these issues. The Ad Hoc ACE/Large Capital Projects Committee was tasked with assessing the future of the SGVCOG and whether it should be primarily a planning agency or should it also have the internal capacity to implement and build large capital projects. Related to this, it was also tasked with providing recommendations as to whether ACE should dissolve upon completion of its mission in six years or should be restructured as a division of the SGVCOG that would be responsible for the construction of large capital projects in the San Gabriel Valley.

With the passage of Measure M, San Gabriel Valley transportation projects and programs will receive more than \$2 billion in local sales tax funds over the coming decades, in addition to the \$1 billion being allocated to the Foothill Gold Line project. Significant Measure M funding will be passed through eight programs established by the SGVCOG. Over the course of the Ad Hoc Committee's work, it became apparent that whatever organizational form emerged from the effort, it must include added capacity for the SGVCOG to manage the Measure M funding.

The Ad Hoc Committee reports represents a significant restructuring of SGVCOG/ACE, and is designed to strengthen the ability of the SGVCOG to serve the needs and provide leadership to the San Gabriel Valley.

ATTACHMENTS:

Attachment A – ACE Ad Hoc Committee Final Report, including organization charts recommended by the ACE Ad Hoc Committee, as well as a second option discussed by the committee

Report of the Ad Hoc ACE/ Large Capital Projects Committee

EXECUTIVE SUMMARY:

The Ad Hoc ACE/Large Capital Projects Committee was appointed in June 2016 by SGVCOG President Gene Murabito to study the relationship between SGVCOG and ACE (Alameda Corridor-East Construction Authority) and to explore combining the COG and ACE into one organization that could both plan and implement capital projects. The Ad Hoc Committee undertook the following activities:

- Studied the history of the SGVCOG and ACE;
- Evaluated the issues of risks and liability involved with construction;
- Examined the liabilities of PERS for both ACE and SGVCOG;
- Explored four case studies of major projects that might benefit from a more active role by the SGVCOG in construction;
- · Compared how other COGs operate; and
- Developed guiding principles to identify core issues that should influence any decision about the future of the SGVCOG.

With the passage of Measure M in November 2016, the San Gabriel Valley region is now guaranteed to receive over \$2 billion in funding over the next 40 years, including hundreds of millions of dollars for transportation programs to be administered through the SGVCOG. In addition, the Foothill Gold Line will receive over \$1 billion to complete the Gold Line to Claremont. It is important to note that the Measure M funds are intended to be leveraged in securing matching state, federal or other funds. These matching funds will be needed to complete most, if not all, of the SGVCOG's priority projects.

In its interim report issued in January 2017, the Ad Hoc Committee recommended to the Governing Board that the SGVCOG expand its organizational capacity by creating a transportation planning division and hire a transportation planner/program manager to coordinate the implementation of Measure M transportation programs in the San Gabriel Valley. The Ad Hoc Committee also recommended that the SGVCOG develop a plan for integrating ACE as an integral part of the COG to allow for the potential of the newly configured ACE to construct capital projects throughout the San Gabriel Valley as may be specifically approved by the Governing Board. The Ad Hoc Committee was directed by the Governing Board to further study the integration of SGVCOG and ACE and to report back to the Governing Board within six months.

At its meeting on May 1, 2017, the Ad Hoc Committee approved the following recommendations:

- 1. Keep ACE.
- 2. Expand ACE's jurisdiction so it can undertake projects throughout the SGV, with the requirement that the Governing Board must approve each project undertaken by ACE with a majority vote of the total membership of SGVCOG.
- 3. Modify the existing ACE Board to include one representative from each of five districts in the SGV (the same districts as used by City Manager TAC), the President of the COG and one county supervisor. Existing ACE Board members will continue serving on the ACE Board as long as ACE projects are under construction in their cities.
- 4. The new ACE Board will have similar responsibilities as the previous ACE Board for approval of contracts, change orders, eminent domain, compensation for ACE employees. The sole change in authority would be that under the new structure, inter-agency

- agreements, which are currently approved by the ACE Board, would be approved by the SGVCOG Governing Board.
- 5. The new ACE Board will report to the Governing Board, with communication to the Executive Committee.
- 6. ACE will be maintained as a separate management unit under the authority of a Chief Executive Officer (CEO), who would report to the ACE Board. The ACE organization would only employ staff working directly on ACE projects. Those staff would report to the ACE CEO. All non-project staff that currently work for ACE would be transferred to the SGVCOG and report to the SGVCOG Executive Director.
- 7. All non-project staff, including administrative staff, that currently work for ACE would be transferred to the SGVCOG and report to the SGVCOG Executive Director.
- 8. Review the organizational structure and responsibilities in 18 months

BACKGROUND:

ACE was created by the SGVCOG in 1998 as a subsidiary of the SGVCOG, with a narrow mission to address the traffic congestion caused by the expansion of freight rail traffic from the Ports of Los Angeles and Long Beach. For the past 18 years, ACE has had great success in securing more than \$1.6 billion in funding to construct grade separations to facilitate freight railroad movement through the southern portion of the San Gabriel Valley.

The mission of the ACE project is approaching completion in the next few years, and the SGVCOG must determine next steps. The expertise and excellent reputation of the ACE organization presents an opportunity to address an expanded and new scope of projects, but there are inherent risks and costs with this type of new endeavor.

In addition, with the passage of Measure M in Los Angeles County in November 2016, the SGVCOG will be responsible for guiding the allocation and implementation of over \$2 billion in capital projects and programs. The SGVCOG will either need to expand its capacity to handle these funds, or allow Metro to manage the funds in a manner guided by the advice of the SGVCOG.

As part of its Strategic Planning process in early 2016, the SGVCOG Governing Board identified the need to conduct an assessment about the future of ACE and the role of the SGVCOG in planning, funding, and constructing large capital projects. As a result, SGVCOG President Gene Murabito, formed an ad hoc committee with the purpose of studying and fully exploring these issues.

Existing Structure

ACE is a subsidiary unit of the SGVCOG, operating under the Joint Powers Authority (JPA) that created the SGVCOG. However, ACE operates as a quasi-independent agency reporting to the ACE Board of Directors. ACE has a separate Chief Executive Officer, who reports to the ACE Board, and all ACE employees report to the Chief Executive Officer. As specified in the SGVCOG JPA and bylaws, the SGVCOG Governing Board is responsible for approving ACE's scope of projects and annual budget but all other functions are delegated to the ACE Board of Directors, including approving contracts, property acquisition, hiring of staff, and setting compensation of ACE employees. The ACE Board of Directors is comprised of the following members (all of which have, or did have, at least one ACE project within their jurisdiction):

LA County

- El Monte
- Industry
- Montebello
- Pomona
- San Gabriel

Additionally, the SGVCOG President or his/her designee serves on the Board as a voting member.

The SGVCOG also has a memorandum of understanding (MOU) with ACE to have ACE staff provide technical assistance related to transportation planning. Under this MOU, the CEO of ACE is compensated by SGVCOG to periodically perform the functions of the Transportation Director for the SGVCOG. This role was most active in the development of the mobility matrix, as well in the communications with Metro and Caltrans on behalf of the SGVCOG. This work by the CEO of ACE as the Transportation Director of SGVCOG entails only a few hours a month and compensation from the SGVCOG is paid to ACE, which offsets the compensation that the CEO receives from ACE.

Two additional MOUs were approved by the SGVCOG Governing Board in early 2016 to allow ACE staff to provide administrative/HR, IT and financial management support services. ACE is fully reimbursed for these labor costs.

COMMITTEE PURPOSE, MEMBERS, AND PROCESS:

The Ad Hoc Committee was comprised of the following members:

- John Fasana, Councilmember, City of Duarte, Chair
- Gene Murabito, former Mayor of Glendora and SGVCOG President
- Terry Tornek, Mayor, City of Pasadena
- Victoria Martinez, Vice Mayor, City of El Monte
- Jack Hadjinian, Councilmember, City of Montebello
- Cynthia Sternquist, Mayor, City of Temple City and SGVCOG President
- Cruz Baca, Councilmember, City of Baldwin Park
- Sam Pedroza, Councilmember, City of Claremont
- Linda Lowry, City Manager, City of Pomona
- David Liu, Public Works Director, City of Diamond Bar
- Javier Hernandez, Transportation Deputy, LA County District #1
- Dave Perry, Transportation Deputy, LA County District #5

Phil Hawkey, Executive Director of SGVCOG and Mark Christoffels, CEO of ACE, were advisory to the Ad Hoc Committee. SGVCOG staff Marisa Creter, Eric Wolf and Christian Cruz also assisted the work of the Ad Hoc Committee.

The ACE/ Large Capital Projects Ad Hoc Committee was tasked with assessing the future of the SGVCOG and whether it should be primarily a planning agency or should it also have the internal capacity to implement and build large capital projects. A key issue concerned the future of ACE and whether it should dissolve upon completion of its mission or be restructured as a division of the SGVCOG that would be responsible for the construction of large capital projects in the San Gabriel Valley.

Two alternative future roles considered were as follows:

- 1. The SGVCOG should focus on being a planning agency that concentrates on assessing the needs of the San Gabriel Valley, developing proposals and plans that address those needs, pursuing grants and funding sources to pay for programs and capital projects, including transportation and capital improvements, and collaborating with appropriate agencies to construct the large capital improvements;
- 2. The SGVCOG should expand its organizational capacity from strictly a policy and planning agency, to become a construction agency as well. In addition to planning for transportation and large capital projects, the SGVCOG might take responsibility for managing the implementation of, and even constructing, these projects. These projects might include new highway construction, bridges, freeway interchanges, and bicycle paths, as well as non-transportation projects (e.g. stormwater facilities). The Committee considered several variations of each alternative.

In the early months of the Ad Hoc Committee work, the committee discussed four case studies (SR-57/SR-60 Interchange, Greenway Network, SR-71 Completion, and I-605 Hot Spots) as a means of considering the role the SGVCOG and the ACE could play in construction planning and management. Considerable attention was paid to the issues of liability and risk management involved with construction. The experience of ACE demonstrated that prudent management with comprehensive insurance can protect the organization. The legal structure of the Joint Powers Authority makes it a stand-alone legal entity for which the member cities of the JPA are protected from legal liability.

The issue of CalPERS liability for the ACE organization was studied by the Ad Hoc Committee, especially in recognition that ACE may terminate when its mission is completed in 6 years. A review of audit reports concluded that more than adequate funds have been set aside at ACE to adequately cover its CalPERS obligations.

The committee also reviewed other Council of Government structures in California and determined that there are a wide variety of different COG organizational and governance models, with each organized to meet specific regional needs, as well as funding and partnership opportunities.

CONTEXT: OPPORTUNITIES AND CHALLENGES:

Measure M funding

With the passage of Measure M, the L.A County transportation tax measure, San Gabriel Valley transportation projects and programs identified and prioritized by SGVCOG will receive more than \$2 billion in local sales tax funds over the coming decades, in addition to the \$1 billion that is allocated for the completion of the Foothill Gold Line.

Significant Measure M funding will be passed through eight programs established by the SGVCOG expressly for San Gabriel Valley projects:

- (1) Active Transportation (\$231 million)
- (2) Bus System Improvement (\$55 million)
- (3) First/Last Mile and Complete Streets (\$198 million)
- (4) Highway Demand Management (\$231 million)
- (5) Goods Movement (\$33 million)
- (6) Highway Efficiency (\$534 million)

- (7) ITS/Technology (\$66 million)
- (8) Subregional Equity (\$199 million)

Over the course of the ad hoc committee's work, it became apparent that whatever organizational form emerges from the effort, it must include added capacity for the SGVCOG to manage the Measure M funding assigned to the San Gabriel Valley and to secure matching funds, as needed to complete project budgets. Thus, the recommendation to create a position of Transportation Planner/Program Manager was approved by the Governing Board in February 2017, with the expectation that the position will be funded from Measure M funds.

Partner Agencies

Representatives from the Ad Hoc Committee met with key staff from L.A. Metro, including CEO Phil Washington. During that meeting, Metro staff referenced the Measure M Program Management Plan (PMP) that was presented to the Metro Board in October 2016. Metro indicated that the SGVCOG's proposal to take a more active role in planning, programming, and constructing projects and programs was consistent with the PMP, and Metro was supportive of subregional efforts that would facilitate projects being completed on-time and within budget.

A separate meeting was held with lead staff at Caltrans Region 7 on January 31, 2017, to identify possible roles for SGVCOG regarding constructing Caltrans transportation projects. The Caltrans leadership expressed their support for the expanded role of the SGVCOG, through a restructured ACE, that would do major capital projects throughout the San Gabriel Valley. Caltrans encouraged the development of a MOU between Caltrans and SGVCOG that would facilitate ACE and Caltrans working together on planning, designing and building improvements to state highways and related facilities.

GUIDING PRINCIPLES:

The Ad Hoc Committee gave time to establish some overriding principles that should guide any future actions of the SGVCOG in addressing the needs of the San Gabriel Valley. Guiding Principles were created and approved by the Ad Hoc Committee, against which the committee's recommended future SGVCOG structure was evaluated.

The Ad Hoc Committee developed Guiding Principles intended to define the core elements of the organizational structure and operating requirements of any new agency or division within the SGVCOG that would take on planning, programming, and construction projects. The following guiding principles were approved by the Committee:

Threshold Criteria & Member Benefit

- SGVCOG action will result in a measurable benefit to the region and member cities and/or non-action will result in a measurable disadvantage or loss to the San Gabriel Valley region.
- Collaborative relationships with impacted communities, LA Metro, Caltrans, LA County and/or other entities are explored before SGVCOG acts to plan or implement a program or project.
- Majority support from SGVCOG members is secured before a major program or project is undertaken.

Liability & Risk

- Structures are in place, including proper insurance and indemnification, to ensure there is no financial exposure or increased legal liability to member cities as a result of SGVCOG taking action.
- Prior to a project getting underway, agreements have been defined for long term ownership and maintenance of the completed project. by a responsible entity.

Financial Impact

- SGVCOG may pursue funding for planning activities that may, or may not, result in programs or capital projects, but could fund staff costs.
- SGVCOG will not proceed to implement a program or project without securing all funding sources necessary to complete each distinct phase of a project.
- Member agencies may volunteer to fund a program, project, or study through an assessment in which only the participating members benefit from the work.
- SGVCOG may secure short term financing to fund start-up costs or accelerate a program or project with approval of a majority of SGVCOG members.

Legal Authority & Project Oversight

- Action will conform to SGVCOG's existing legal authority. If it does not, all legal risks and changes to authority will be identified before taking action.
- Project oversight may be performed by a new organization (such as a separate JPA) created by SGVCOG that could plan, program, or implement projects in the San Gabriel Valley, and the SGVCOG might enter into agreements with this organization for the completion of those programs or projects.

AD HOC COMMITTEE RECOMMENDATIONS:

The key recommendations of the Ad Hoc Committee are:

- 1. Keep ACE: The Ad Hoc Committee recognizes the success of ACE over the past 18 years in planning, funding and constructing over \$1.6 billion in grade separation improvements. With the passage of Measure M, and the availability of new state transportation funds, there will be resources for many projects in the San Gabriel Valley. If the SGVCOG can demonstrate the capacity to plan as well as to implement projects, the San Gabriel Valley will be able to accelerate the construction of projects that are important to our region.
- 2. Expand ACE's jurisdiction so it can undertake projects throughout the SGV: Any new project would require the approval of the majority of the Governing Board (currently there are 35 members of SGVCOG). The process for determining projects will be:
 - A potential program of projects will be developed through a collaborative planning
 process that will include a SGVCOG Technical Advisory Committee, LA County,
 Caltrans, and Metro, and other cities or agencies that might be affected by a
 project. This program of projects will be reviewed by the SGVCOG's
 Transportation Committee and submitted to the Governing Board for approval.
 - The Governing Board shall have the sole authority to consider, approve, and assign funding to future projects to be undertaken by ACE, and the ACE Board shall not have the authority to act on a project until the project is assigned to them by the Governing Board. SGVCOG staff will have the authority to spend time and money to plan projects in anticipation of presentation to the Governing Board for approval.

3. Modify the existing ACE Board: The new ACE Board would include one representative from each of five districts in the SGV (the same districts as used by the City Manager TAC), the president of the SGVCOG and one county supervisor. Existing Board members will continue on the ACE Board as long as ACE grade separation projects are under construction in their cities.

The structure of the new ACE Board will be as follows:

- The ACE Board shall include one member from each of the five districts as used by the City Manager Steering Committee as follows:
 - Northeast: Azusa, Claremont, Glendora, La Verne, San Dimas
 - Southeast: Covina, Diamond Bar, Industry, La Puente, Pomona, Walnut
 - Central: Baldwin Park, El Monte, Rosemead, South El Monte, Irwindale, West Covina
 - Southwest: Alhambra, Montebello, Monterey Park, San Gabriel, South Pasadena, Temple City
 - Northwest: Arcadia, Bradbury, Duarte, La Canada Flintridge, Monrovia, Pasadena, San Marino, Sierra Madre
 - The members shall be appointed by the Governing Board through a nomination process and serve for two years. Members may be re-appointed for up to three terms.
 - The ACE Board shall also include the SGVCOG Governing Board President or a designee, and a County Supervisor who represents all or a portion of the San Gabriel Valley (i.e. District 1, 4 or 5)
 - Current ACE Board members will remain as voting members of the ACE Board until the ACE grade separation projects within their respective cities have been completed.
 - With the exception of the County Supervisor, ACE Board appointees must be current SGVCOG delegates.
- 4. The new ACE Board will have similar responsibilities as the previous ACE Board: The ACE Board will be delegated the authority to approve of contracts, change orders, eminent domain, and compensation for ACE employees. Inter-agency agreements will be approved by the Governing Board.
- 5. The new ACE Board will report to the Governing Board: As is current practice, the ACE Board would report regularly to the SGVCOG Governing Board and communicate its activities to the Executive Committee.
- 6. ACE construction management will be maintained as a separate management unit: ACE would operate under the authority of a Chief Executive Officer, who would report to the ACE Board. The ACE organization will include only the project related ACE staff, under the Chief Executive Officer, with the non-project related ACE employees being transferred under the COG.
- 7. Transfer the all non-project staff (i.e. administrative staff) of ACE to become SGVCOG staff: All current ACE staff that are not directly involved with project management will transfer to be employees of the COG and report to the COG Executive Director. This includes the employees who work in human resources, finance, purchasing, records management, information technology, marketing and government relations, totaling about two-thirds of the employees of ACE, out of a total of 24 employees. Since the ACE compensation plan is structured differently than the COG compensation plan, extensive work will need to be done to integrate the two organizations. The remaining ACE employees who are directly involved in project

- management will continue as employees of ACE, reporting to the Chief Executive Officer of ACE. The employees of ACE that are transferred to become COG employees will continue to provide support services to ACE through a MOU whereby ACE will pay COG for the services provided for the administrative, financial, IT, HR, purchasing support of ACE.
- 8. Review the organizational structure and responsibilities in 18 months: After operating for 18 months with a split administration of COG and ACE, the Governing Board will review the organizational structure and determine if ACE and COG should be combined into one organization with a single Executive Director.

ORGANIZATIONAL STRUCTURE:

The recommended organizational structure, with the split administration between ACE and COG, is shown on Attachment A as the Recommended Option. The alternative structure that might be considered by the Governing Board at the end of 18 months is shown on Attachment B as Future Option.

TIMETABLE:

- July 20, 2017: Governing Board approval of the agenda report describing the restructuring of COG/ACE and other recommendations in the report.
- March 1, 2018: Approval of JPA amendments by at least 50% plus one of the legislative bodies of the members, followed by approval amendments to the SGVCOG bylaws by the Governing Board, which requires 50% plus one approval of the total membership of the COG (35 members).
- July 1, 2018: New ACE Board takes effect as defined in the approved report with the structure and responsibilities as described in the amended JPA and bylaws.
- July 1, 2018: ACE administrative staff are fully transitioned to become SGVCOG employees.
- December 2018: Governing Board approval of initial list of projects that may be undertaken by ACE in the San Gabriel Valley.
- January 1, 2020: Governing Board reviews organizational structure and decides whether to combine ACE and COG into one organization under the Executive Director.

IMPLEMENTATION:

The process to implement the recommendations included in this report will involve several steps, including:

- Joint Powers Authority (JPA) amendment. Amendments to the JPA requires approval of 50% plus one of the legislative bodies of the total membership of the SGVCOG. Currently there are 35 members of the SGVCOG. Necessary changes to the JPA include the following:
 - Section 4(b) (common powers), subsection (15) will need to be amended with respect to borrowing and incurring indebtedness/issuing bonds, as this power is restricted solely to fund the ACE project.
 - o Section 27 of the JPA deals with the ACE Board structure and authority, as well as the authority of ACE to hire employees, enter into contracts, purchase property,

utilize eminent domain and other powers. Language will need to be added that expands the jurisdiction of ACE to serve the entire San Gabriel Valley.

Amendments to the JPA will be required in the first phase of implementation of this report to modify the structure and jurisdiction of the ACE Board. A subsequent amendment to the JPA will be required to fully integrate the ACE/COG organizations.

- By-Laws Amendments. Amending the bylaws requires a vote of 50% plus one of the total voting membership of the SGVCOG Governing Board. Necessary changes to the SGVCOG bylaws include the following:
 - o Article IV, regarding the Executive Director, will need to be amended, when appropriate, to clarify Article IV B which indicates that the Executive Director shall supervise employees, "except for those employees and consultants working for the ACE Construction Authority."
 - o The Finance Committee (Article VI C) will require revision as it refers to the selection of auditor with ACE assistance.
 - o Article IX, dealing with ACE, will need to be revised to conform to the new structure approved by the Board. This involves scope of responsibility, powers, make-up of the Board, meeting and voting process, and the role of the Chief Executive Officer in managing the work of ACE and the employees.
 - o Article IX, dealing with ACE, will need to be amended to reflect that the SGVCOG Governing Board will have the authority to approve inter-agency agreements.

Amendments to the By-Laws will be required in the first phase of implementation of this report, and additional amendments will be needed to the By-Laws to fully implement a subsequent full integration of ACE/COG organizations.

- Budget Amendments and MOUs. These amendments require approval of the Governing Board. Budget amendments will be needed to reflect the transfer of costs from ACE to COG when non-construction employees of ACE are transferred to be employees of the COG. Other operating costs will need to be adjusted to reflect the expanded operation of the COG. New MOUs will need to be developed between COG and ACE, since under the new structure the administrative and finance employees will be employed by COG but most of their work will be done to support ACE.
- Staff integration of ACE administrative staff to become COG employees. This includes the transition of nearly two-thirds of ACE employees to become COG employees. It will require careful attention to address the anxiety of employees in dealing with relationship and cultural changes. Since the ACE compensation plan and work schedule is structured differently than the COG compensation plan and work schedule, extensive work will need to be done to blend the two organizations into a shared culture. If a second phase of organizational change is implemented between ACE and COG after 18 months, then a subsequent change management support program will also be needed.
- Development of short and long range programs and projects. With the approval of the SGVCOG Governing Board to expand the jurisdiction of ACE to serve the San Gabriel Valley, it will be appropriate for the ACE staff to develop a list of construction projects that might be undertaken by ACE. This list of potential projects would be reviewed by the ACE Board and submitted to the Governing Board for approval. In addition, each individual construction project, along with its funding plan, will be presented to the Governing Board for approval prior to proceeding with construction. Undertaking work to do preliminary construction concepts, and securing financing sources, is considered part of the operating responsibilities of ACE. Attachment C is a flow chart which summarizes the proposed process.

Project/Program agreements with LA Metro and Caltrans. Interagency agreements
require the approval of the SGVCOG Governing Board. These agreements will define the
ongoing working relationships between SGVCOG/ACE and LA Metro and Caltrans.
Additional individual agreements will be developed for specific projects that are done in
collaboration with LA Metro, Caltrans, as well as any local government or agency that
might be involved with a project.

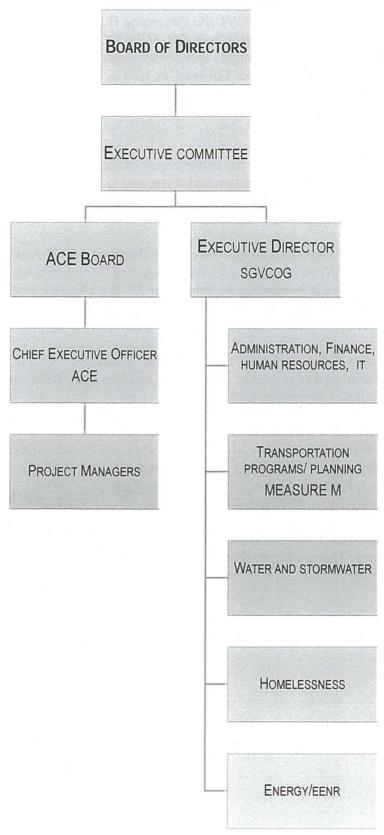
CONCLUSION:

This report is being presented with the endorsement of the Ad Hoc ACE/Large Capital Projects Committee and presented for information and discussion at the June 15 Governing Board meeting. A decision and vote on these recommendations, or as they may be modified, will be made at the Governing Board meeting on July 20, 2017.

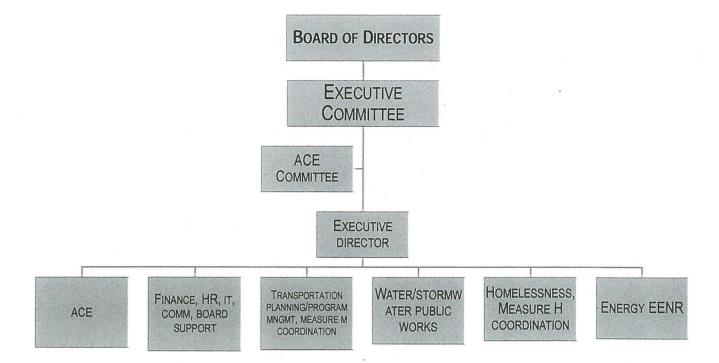
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- David Liu, Public Works Director, City of Diamond Bar
- Javier Hernandez, Transportation Deputy, LA County District #1
- Dave Perry, Transportation Deputy, LA County District #5

Recommended by Ad Hoc Committee



Future Option



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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:

June 21, 2017

TO:

Honorable Mayor and City Council

VIA:

Elaine Aguilar, Interim City Manager

FROM:

Lucy Demirjian, Assistant to the City Manager

Jenna Shimmin, Senior Management Analysty

SUBJECT:

Water Conservation Rebate Program for Fiscal Year 2017-18

Recommendation

It is recommended that the City Council approve the water conservation rebate program for Fiscal Year (FY) 2017-18.

Fiscal Impact

The adopted FY 2017-18 Budget includes \$150,000 for Water Use Efficiency Fee Projects (Account No. 500-3010-3012-8032), of this \$105,000 is being allocated for various water conservation rebate programs. This is an increase of \$50,000 from FY 2016-17.

Commission Review and Recommendation

This matter was not reviewed by a commission at the time of this report. However, it is on the Natural Resources and Environmental Commission's June 19, 2017 agenda.

Background

In FY 2016-17, no funds were allocated for the residential rebate program. Going forward it is recommended to allocate \$15,000 for a residential rebate program, \$25,000 for a residential turf removal program, and \$25,000 for a commercial rebate program (as outlined below). The latter two being new programs and account for a \$50,000 increase to the Water Efficiency Fee Projects budget from FY 2016-17 Budget.

In prior fiscal years, \$40,000 has been allocated for supplementing additional Metropolitan Water District residential rebates, with nothing allocated for commercial rebates. On average, \$23,000 of these funds were expended each year.

Analysis

Currently, the City of South Pasadena (City) supplements an additional \$150 per ultra HE (high efficiency) toilet (\$190 total rebate) and \$165 per HE washing machine (\$250 total rebate), with a maximum of \$40,000 for Metropolitan Water District's residential rebate program. For the first time, in FY 2016-17, the City added \$4,000 in additional funds towards commercial ultra HE toilets. Over

the last few years, residential participation has maintained a level less than the allotted \$40,000 (roughly \$23,000/year), coupled with an increase in demand for commercial ultra HE toilets, it is recommended to allocate \$23,000 towards the residential program and \$17,000 towards the commercial program FY 2017-18.

	Proposed Management Se Environmental Prog FY 2017-1	ram					
Acct	Title & Detail		FY 16/17		Proposed	D	ifference
	Water Efficiency/Utility Bill	ing (!	500-3010-301	2)			
8032	Water Efficiency Fee Projects	\$	100,000.00	\$	150,000.00	\$	50,000.00
	Residential Water Audits	\$	25,000.00	\$	25,000.00		
	Met Additional Rebate Funding - Residential	\$	40,000.00	\$	23,000.00		
	Met Additional Rebate Funding - Commercial	\$	4,000.00	\$	17,000.00		
	Turf Removal Rebate Programs	\$		\$	25,000.00		
	Residential Rebate Program	\$	-	\$	15,000.00		
	Commercial Rebate Program	\$	₩.	\$	25,000.00		
	Other (nonspecified residential rebates)	\$	31,000.00	\$	-		

The Environmental Programs Division is requesting approval of the rebate program for Fiscal FY 2017-18 (new programs are noted in red in the charts below). The proposed program includes drought tolerant plants, drip conversion parts, and showerheads, as well as a turf rebate program.

Nearly all of the current rebate program participation is for HE toilets, with minimal requests for sprinkler rebates. Because Metropolitan Water District has expressed no intention of reopening their turf rebate program, and there has been significant interest from residents, it is beneficial for the City to implement a program of its own. However, Metropolitan Water District will continue providing its rebate program for HE washers, weather based irrigation controllers, soil moisture sensors, rain barrels, and cisterns.

All of the below rebates are in line with, or exceed the amounts offered by neighboring agencies.

Applications and guidelines for rebate programs will be available on the City's website.

Proposed Residential Rebate Program FY 17-18:

Device	City's Funding	Total Amount	Total Budget
Turf Removal	\$1/sq.ft.	\$1/sq.ft.	\$25,000
Drought Tolerant Plants	\$250	\$250	
Drip Conversion Showerheads (<2.5GPM)	\$150 \$25	\$150 \$25	\$15,000
HE Toilets (1.28GPF)	\$100	\$100	
Rotating Sprinkler Nozzle (>15)	\$2/each	\$2/each	
	Total R	esidential	\$40,000

Water Conservation Rebate Program FY 2017-18 June 21, 2017 Page 3 of 3

Proposed Commercial Rebate Program FY 17-18:

0	Device	MWD' s Fundin g	City's Funding	Total Amount	Total Budget
0	Premium HET (1.08)	\$40	\$150	\$190	\$10,000
Comm	Turf Removal	\$0	\$1/sq.ft.	\$1/sq.ft.	\$7,500
M	Drought Tolerant Plants	\$0	\$600	\$600	\$7,500
C.	Drip Conversion	\$0	\$250	\$250	
<u>n</u> .	HE Toilets (1.28GPF)	\$0	\$100	\$100	
	Rotating Sprinkler Nozzle (>15)	\$0	\$2/ea	\$2/ea	
			Total Co	mmercial	\$25,000

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 *South Pasadena Review* and/or the *Pasadena Star-News*.

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CITY OF SOUTH PASADENA

INTER-OFFICE MEMORANDUM

Date: June 15, 2017

To: Honorable Mayor and Members of the City Council

Via: Elaine Aguilar, Interim City Manager

From: Jennifer Shimmin, Senior Management Analyst Dy for JS

Re: June 21, 2017 City Council Meeting Agenda Item No. 28 - Consideration of an

Ordinance Approving the Joint Powers Agreement for Los Angeles Community Choice Energy and Authorizing the Implementation of a Community Choice

Aggregation Program

This staff report will be provided to the City Council under separate cover.



City of South Pasadena Management Services Department

Memo

Date:

June 19, 2017

To:

The Honorable City Council

From:

Jennifer Shimmin, Senior Management Analyst TAS

Re:

June 21, 2017 City Council Meeting – Agenda Item No. 28 First Reading and Introduction of an Ordinance Approving the Joint Powers Agreement

for Los Angeles Community Choice Energy and Authorizing the

Implementation of a Community Choice Aggregation Program

Attached is the Staff Report for Agenda Item No. 28 – First Reading and Introduction of an Ordinance Approving the Joint Powers Agreement for Los Angeles Community Choice Energy and Authorizing the Implementation of a Community Choice Aggregation Program.

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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:

June 21, 2017

TO:

Honorable Mayor and City Council

VIA:

Elaine Aguilar, Interim City Manager

FROM:

Lucy Demirjian, Assistant to the City Manager

Jennifer Shimmin, Senior Management Analyst

SUBJECT:

First Reading and Introduction of an Ordinance Approving the Joint Powers Agreement for Los Angeles Community Choice Energy and Authorizing the Implementation of a Community

Choice Aggregation Program

Recommendation

It is recommended that the City Council read by title only for first reading, waving further reading, and introduce an ordinance approving the Joint Powers Agreement for Los Angeles Community Choice Energy (LACCE) and authorizing the implementation of a community choice aggregation program in the City of South Pasadena.

Fiscal Impact

The LACCE has the potential to provide significant cost savings to residents, businesses and the City of South Pasadena by providing lower utility rates. With this would come a decrease in Franchise Fee and UUT revenues. There is potential the decreased General Fund revenues would be partially offset by the decrease in costs to the General Fund for the municipality's own energy use.

There is no upfront costs to join the CCA, outside of some minor staff time, as the County is providing up to \$10 million for a startup loan that will be recovered in the CCA rates.

Commission Review and Recommendation

This matter was reviewed by the Renewable Energy Council (REC) and the Finance Commission.

The REC recommended, with a unanimous vote, that the Council approve the ordinance. The Finance Commission voted three in favor, one opposed and one abstaining, to recommend that the Council approve the ordinance.

Los Angeles Community Choice Energy Ordinance Adoption June 21, 2017 Page 2 of 4

Background

Community Choice Aggregation (CCA), authorized in California under AB 117 (2002) and SB 790 (2011), allows local governments, including counties and cities, to purchase electricity in the wholesale power market and sell it to their residents and businesses at competitive rates as an alternative to electricity provided by an investor owned utility (IOU). CCA is not a municipal utility, as the IOU will continue to provide transmission and distribution services, power line maintenance, and even customer billing services. The goal of a CCA is to offer the local public more choices about where their energy comes from. Electricity customers in jurisdictions that become part of the CCA are automatically enrolled, but have the right to opt out and continue to get power purchased by the IOU (Southern California Edison in this case).

In California, Marin Clean Energy was the first CCA program, followed by Sonoma Clean Power. They have been able to save their customers money on electricity costs, while also providing higher levels of renewable energy content. Other areas, including Lancaster, San Francisco, and San Mateo County, have formed, or are in the process of forming, CCA programs as well. Once created, the LACCE would not only be the first CCA program in Southern California, but would also be the largest in California.

The LACCE team has formed a Task Force made up of municipal, labor, and industry stakeholders to help guide development and governance of a regional CCA. LACCE's business plan states that the program will be able to save money for customers on power that meets California's current renewable portfolio standard, while providing up to 100% renewable electricity from sources such as solar, wind, bioenergy, geothermal, and hydroelectric. It is currently projected that a 50% renewable energy content will cost less than SCE rates, which provide a lower renewable energy content. The higher content levels will most likely cost the same, if not more than SCE rates.

Analysis

This analysis evaluates the cost and resulting rates of operating LACCE, and compares these rates to an updated rate forecast for SCE. The analysis begins with a 20-year forecast of electrical loads and customers, incorporates several power supply resource portfolio options, and allows for the sensitivity testing of input assumptions.

LACCE customers will see no obvious changes in electric service other than a lower price and increased renewable resources in their power supply resource mix. Customers will pay the power supply charges set by LACCE and no longer pay the costs of SCE power supply. In addition to paying LACCE's power supply rate, LACCE customers will pay the SCE delivery (wires) rate and all other non-power supply related charges on the SCE bill to include Franchise Fees and Utility User Taxes.

LACCE will establish rates sufficient to recover all costs related to operation of the CCA. It is anticipated that LACCE's rate designs initially will mirror the structure of SCE's rates so that rates similar to SCE's can be provided to LACCE's customers. In setting rates, the financial analysis assumes a phased-in schedule and assumes that the implementation costs are largely financed via a start-up loan.

Los Angeles Community Choice Energy Ordinance Adoption June 21, 2017 Page 3 of 4

Updated rates are calculated based on the following power Supply scenarios:

- Renewable Portfolio Standard (RPS) Bundled LACCE rates with the same share (28 percent) of renewables as SCE's current power supply.
- 50% Green Bundled Rate LACCE rates with 50 percent renewable power.
- 100% Green Bundled Rates LACCE rates with 100 percent renewable power

Resulting Rates:

Exhibit 1 provides the updated estimated rates for each portfolio scenario for the Conservative

case.

Exhibit 1 Conservative Case Indicative Rate Comparison in C/kWh					
Rate Class	Customer Type	SCE Bundled Rate*	LACCE RPS Bundled Rate	LACCE 50% Green Bundled Rate	LACCE 100% Green Bundled Rate
Residential	Domestic	17.2	16.3	16.5	18.3
GS-1	Commercial	16.6	15.8	16.0	17.7
GS-2	Commercial	15.7	14.9	15.1	16.7
GS-3	Industrial	14.2	13.5	13.7	15.1
PA-2	Public Authority	12.4	11.8	11.9	13.2
PA-3	Public Authority	10.8	10.3	10.4	11.5
TOU-8 Secondary	Domestic	12.6	12.0	12.1	13.4
TOU-8 Primary	Commercial	11.5	10.9	11.1	12.3
TOU-8 Substation	Industrial	7,5	7.1	7.2	8.0
Total LACCE Rate Savings			5.2%	4.0%	(6.2%)

^{*}SCE bundled average rate based on Table 3 in Advice 3515-E-A.

Exhibit 2 provides the updated estimated rates for each portfolio scenario assuming increased participation.

Exhibit 2 Most Likely Case Indicative Rate Comparison in C/kWh					
Rate Class	Customer Type	SCE Bundled Rate*	LACCE RPS Bundled Rate	LACCE 50% Green Bundled Rate	LACCE 100% Green Bundled Rate
Residential	Domestic	17.2	16.3	16.5	18.4
GS-1	Commercial	16.6	15.8	15.9	17.7
GS-2	Commercial	15.7	14.9	15,1	15.8
GS-3	Industrial	14.2	13.5	13.6	15.2
PA-2	Public Authority	12.4	11.8	11.9	13.2
PA-3	Public Authority	10.8	10.3	10,4	11.5
TOU-8 Secondary	Domestic	12.6	12.0	12.1	13.5
TOU-8 Primary	Commercial	11.5	10.9	11.0	12.3
TOU-8 Substation	Industrial	7.5	7.1	7.2	8.0
Total LACCE Rate Savings			5.3%	4.1%	(6.3%)

^{*}SCE bundled average rate based on Table 3 in Advice 3515-E-A.

Los Angeles Community Choice Energy Ordinance Adoption June 21, 2017 Page 4 of 4

LACCE customers are likely to see rates that on average are between 5.2% and 5.3% lower than SCE in the portfolio meeting RPS standards, 4.0% to 4.1% lower than SCE with 50% renewable power supply and 6.2% to 6.3% higher than SCE with 100% renewable power supply.

CCA Power Products

The following figure compares the power products offered by each IOU with those offered by the CCA's operating in their service territory. "Renewable share" refers to the percentage of each provider's power supply that is sourced from RPS-eligible generation resources. "GHG-Free Share" includes all power from the "renewable share" category as well as the share of power sourced from GHG-free but RPS-ineligible resources such as nuclear and large hydroelectric power. Finally, the "alternative products" category lists the "opt-up" options available through each provider. These are premium products that customers voluntarily pay a premium to receive. Acronyms in the figure are as follows:

Acronym	Name	Organization Type
PG&E	Pacific Gas and Electric	Investor-Owned Utility
MCE	Marin Clean Energy	Community Choice Aggregation
SCP	Sonoma Clean Power	Community Choice Aggregation
CPSF	Clean Power San Francisco	Community Choice Aggregation
PCE	Peninsula Clean Energy	Community Choice Aggregation
SCE	Southern California Edison	Investor-Owned Utility
LCE	Lancaster Choice Energy	Community Choice Aggregation

Organization	Renewable Share	GHG-Free Share	Alternative Products
PG&E	30%	60%	50% RPS, 100% RPS
MCE	52%	76%	100% RPS, 100% Local Solar
SCP	36%	77%	100% RPS
CPSF	40%	63%	100% RPS
PCE	50%	75%	100% RPS
SVCE	50%	100%	100% RPS
SCE	25%	33%	50% RPS, 100% RPS
LCE	35%	35%	100% RPS

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. Ordinance
- 2. Los Angeles Community Choice Energy Authority Joint Powers Agreement
- 3. LACCE March 3, 2017 Public Meeting Presentation
- 4. CCA Rates and Power Supply Comparison Report
- 5. LA Times Article "Public energy programs offer lower rates at first"

ATTACHMENT 1 Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, APPROVING THE JOINT POWERS AGREEMENT FOR LOS ANGELES COMMUNITY CHOICE ENERGY AND AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM

WHEREAS, the City of South Pasadena (City) has been actively investigating options to provide electric services to constituents within its service area with the intent of achieving greater local involvement over the provisions of electric services and promoting competitive and renewable energy; and

WHEREAS, on September 24, 2002, the Governor signed into law Assembly Bill 117 (Stat. 2002, ch. 838; see California Public Utilities Code Section 366.2; hereinafter referred to as the Act), which authorizes any California city or county, whose governing body so elects, to combine the electricity load of its residents and businesses in a community-wide electricity aggregation program known as Community Choice Aggregation; and

WHEREAS, the Act expressly authorizes participation in a Community Choice Aggregation (CCA) program through a joint powers agency, and to this end the County of Los Angeles (County) has been participating since 2015 in the evaluation of a CCA program for the County and the cities and towns within it; and

WHEREAS, through Docket No. R.03-10-003, the California Public Utilities Commission has issued various decisions and rulings addressing the implementation of Community Choice Aggregation programs, including the recent issuance of a procedure by which the California Public Utilities Commission will review "Implementation Plans," which are required for submittal under the Act as the means of describing the Community Choice Aggregation program and assuring compliance with various elements contained in the Act; and

WHEREAS, representatives from the City along with representatives of its JPA partners have developed the Los Angeles Community Choice Energy Authority Joint Powers Agreement (Joint Powers Agreement) (attached hereto as Exhibit A) in order to accomplish the following:

(a) To form a Joint Powers Authority (JPA) known as "Los Angeles Community Choice Energy" (LACCE) and

(b) To specify the terms and conditions by which participants may participate as a group in energy programs, including but not limited to the preliminary implementation of a Community Choice Aggregation program.

WHEREAS, representatives from the City along with its partner JPA members have developed a Business Plan (attached hereto as Exhibit B) that describes the formation of Los Angeles Community Choice Energy and the Community Choice Aggregation program to be implemented by and through the LACCE Authority; and

WHEREAS, a final Implementation Plan will be submitted for review and adoption by the Board of Directors of the LACCE Authority as soon after the formation of the Authority as reasonably practicable; and

WHEREAS, as described in the Business Plan, Community Choice Aggregation by and through the LACCE Authority appears to provide a reasonable opportunity to accomplish all of the following:

- (a) To provide greater levels of local involvement in and collaboration on energy decisions,
- (b) To increase significantly the amount of renewable energy available to LACCE energy customers,
- (c) To provide initial price stability, long-term electricity cost savings and other benefits for the community, and
- (d) To reduce greenhouse gases that are emitted by creating electricity for the community.

WHEREAS, the Act requires Community Choice Aggregation program participants to individually adopt an ordinance (CCA Ordinance) electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in the LACCE Authority; and

WHEREAS, the Joint Powers Agreement expressly allows the City to withdraw its membership in the LACCE Authority (and its participation in the Community Choice Aggregation Program) prior to the actual implementation of a Community Choice Aggregation Program through Program Agreement.

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

SECTION 1. 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 19th day of July, 2017.

	Michael A. Cacciotti, Mayor			
ATTEST:	APPROVED AS TO FORM:			
Evelyn C. Zacineau City Class	Toward I III and the Attack			
Evelyn G. Zneimer, City Clerk (seal) Date:	Teresa L. Highsmith, City Attorney			
	oregoing ordinance was duly adopted by the City a, California, at a regular meeting held on the 19 th ote:			
NOES:				
ABSENT:				
ABSTAINED:				
Evelyn G. Zneimer, City Clerk (seal)				

ATTACHMENT 2

Los Angeles Community Choice Energy Authority Joint Powers Agreement Draft

LOS ANGELES COMMUNITY CHOICE ENERGY AUTHORITY

JOINT POWERS AGREEMENT

This Joint Powers Agreement (the "Agreement"), effective as of	, is made and
entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, A	Article 1 (Section 6500
et seq.) of the California Government Code relating to the joint exercise of	of powers among the
public agencies set forth in Exhibit A.	

RECITALS

- 1. The Parties are public agencies sharing various powers under California laws, including but not limited to the power to purchase, supply, and aggregate electricity for themselves and their inhabitants.
- 2. In 2006, the State Legislature adopted AB 32, the Global Warming Solutions Act, which mandates a reduction in greenhouse gas emissions in 2020 to 1990 levels. The California Air Resources Board is promulgating regulations to implement AB 32 which will require local government to develop programs to reduce greenhouse emissions.
- 3. The purposes for the Initial Participants (as such term is defined in Section 2.3 below) entering into this Agreement include addressing climate change by reducing energy related greenhouse gas emissions and securing energy supply and price stability; energy efficiencies and local economic benefits, such as jobs creation, community energy programs; and local power development. It is the intent of this Agreement to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including but not limited to solar and wind energy production.
- 4. The Parties desire to establish a separate public agency, known as the Los Angeles Community Choice Energy Authority ("Authority"), under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) ("Act") in order to collectively study, promote, develop, conduct, operate, and manage energy programs.
- 5. The Initial Participants have each adopted an ordinance electing to implement through the Authority a Community Choice Aggregation program pursuant to California Public Utilities Code Section 366.2 ("CCA Program"). The first priority of the Authority will be the consideration of those actions necessary to implement the CCA Program.
- 6. By establishing the Authority, the Parties seek to:
- (a) Develop an electric supply portfolio with overall lower greenhouse gas intensity and lower greenhouse gas (GHG) emissions than Southern California Edison ("SCE"), and one that supports the achievement of the parties' greenhouse gas reduction goals and the comparable goals of all participating jurisdictions;

- (b) Establish an energy portfolio that encourages the use and development of costeffective local renewable and distributed energy resources and that discourages the use unbundled renewable energy credits;
- (c) Promote an energy portfolio that incorporates energy efficiency and demand response programs and pursues ambitious energy consumption reduction goals;
- (d) Provide electricity rates that are lower or at worst competitive with those offered by SCE for similar products;
- (e) Offer differentiated energy options (e.g. 33% or 50% qualified renewable) for default service, and a 100% renewable content option in which customers may "opt-up" and voluntarily participate;
 - (f) Achieve quantifiable economic benefits to the region;
- (g) Recognize the value of current workers in existing jobs that support the energy infrastructure of Los Angeles County and Southern California (e.g. union and prevailing wage jobs, local workforce development, apprenticeship programs, and local hire). The Authority, as a leader in the shift to clean energy, commits to ensuring it will take steps to minimize any adverse impacts to these workers to ensure a "just transition" to the new clean energy economy;
- (h) Support a stable, skilled workforce through such mechanisms as project labor agreements, collective bargaining agreements, or community benefit agreements, or other workforce programs that are designed to avoid work stoppages, ensure quality, and benefit local residents by delivering cost-effective clean energy programs and projects (e.g. new energy programs and increased local energy investments);
- (i) Promote supplier and workforce diversity, including returning veterans and those from disadvantaged and under-represented communities, to better reflect the diversity of the region;
- (j) Promote personal and community ownership of renewable resources, spurring equitable economic development and increased resilience, especially in low income communities;
- (k) Provide and manage its energy portfolio and products in a manner that provides cost savings to customers and promotes public health in areas impacted by energy production;
- (l) Ensure that low-income households and communities are provided with affordable and flexible energy options, including the provision of energy discounted rates to eligible low-income households;
- (m) Recognize and address the importance of healthy communities, including those disproportionately affected by air pollution and climate change;

- (n) Use program revenues to provide energy-related programs and services; and
- (o) Create an administering Authority that is financially sustainable, responsive to regional priorities, well-managed, and a leader in fair and equitable treatment of employees.

1. **DEFINITIONS**

- 1.1 "AB 117" means Assembly Bill 117 (Stat. 2002, Ch. 838, codified at Public Utilities Code Section 366.2), which created Community Choice Aggregation.
- 1.2 "Act" means the Joint Exercise of Powers Act of the State of California (Chapter 5, Division 7, Title 1 of the Government Code commencing with Section 6500).
- 1.3 "Agreement" means this Joint Powers Agreement.
- 1.4 "Authority" means Los Angeles Community Choice Energy Authority.
- 1.5 "Authority Document(s)" means document(s) duly adopted by the Board by resolution or motion implementing the powers, functions and activities of the Authority, including but not limited to the Operating Policies and Procedures, the annual budget, and plans and policies.
- 1.6 "Board" means the Board of Directors of the Authority.
- 1.7 "Community Choice Aggregation" or "CCA" means an electric service option available to cities, counties, and other public agencies pursuant to Public Utilities Code Section 366.2.
- 1.8 "CCA Program" means the Authority's program relating to CCA that is principally described in Section 2.4 (Purpose) of this Agreement.
- 1.9 "Days" shall mean calendar days unless otherwise specified by this Agreement.
- 1.10 "Director" means a member of the Board representing a Party, including up to two alternate Directors appointed in accordance with Sections 4.1 (Board of Directors) and 4.2 (Appointment and Removal of Directors) of this Agreement.
- 1.11 "Effective Date" means the date on which the Agreement shall become effective and the Authority shall exist as a separate public agency, as further described in Section 2.1 (Effective Date and Term) of this Agreement.
- 1.12 "Initial Costs" means all costs incurred by the Authority relating to the establishment and initial operation of the Authority, such as the hiring of the executive, technical, and any administrative staff, any required accounting, administrative, technical and legal services in support of the Authority's initial formation activities or in support of the negotiation, preparation and approval of

- power purchase agreements. The Board shall determine the termination date for the Initial Costs.
- 1.13 "Initial Participants" means, for purpose of this Agreement, the County of
 Los Angeles, and the cities of _______, and any
 other Parties joining in accordance with Section 2.3 (Initial Participants) of this
 Agreement.
- 1.14 "Operating Policies and Procedures" means the rules, regulations, policies, bylaws and procedures governing the operation of the Authority.
- 1.15 "Parties" means, collectively, the signatories to this Agreement that have satisfied the conditions in Section 2.3 (Initial Participants) or Section 2.5 (Addition of Parties) of this Agreement, such that they are considered members of the Authority.
- 1.16 "Party" means, singularly, a signatory to this Agreement that has satisfied the conditions in Section 2.3 (Initial Participants) or Section 2.5 (Addition of Parties) of this Agreement, such that it is considered a member of the Authority.
- 1.17 "Public Agency" as defined in the Act includes, but is not limited to, the federal government or any federal department or agency, this state, another state or any state department or agency, a county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission of this state or another state, a federally recognized Indian tribe, or any joint powers authority formed pursuant to the Act.

2. <u>FORMATION OF LOS ANGELES COMMUNITY CHOICE ENERGY</u> AUTHORITY

- 2.1 Effective Date and Term. This Agreement shall become effective and the Authority shall exist as a separate public agency on the date this Agreement is executed by the County of Los Angeles and at least one other public agency after the adoption of the ordinances required by Public Utilities Code Section 366.2(c)(12). The Authority shall provide notice to the Parties of the Effective Date. The Authority shall continue to exist, and this Agreement shall be effective, until the Agreement is terminated in accordance with Section 8.3 (Mutual Termination) of this Agreement, subject to the rights of the Parties to withdraw from the Authority.
- 2.2 Formation of the Authority. Under the Act, the Parties hereby create a separate joint exercise of power agency which is named Los Angeles Community Choice Energy Authority. Pursuant to Sections 6506 and 6507 of the Act, the Authority is a public agency separate from the Parties. The debts, liabilities or obligations of the Authority shall not be debts, liabilities or obligations of the individual Parties unless the governing body of a Party agrees in writing to assume any of the debts, liabilities or obligations of the Authority. The jurisdiction of the

Authority shall be all territory within the geographic boundaries of the Parties; however the Authority may, as authorized under applicable law, undertake any action outside such geographic boundaries as is necessary and incidental to the accomplishment of its purpose.

- 2.3 Initial Participants. In addition to Parties executing this Agreement on or prior to the Effective Date, any incorporated municipality, county, or other eligible public agency may become a Party and recognized as an Initial Participant provided during the first 180 days after the Effective Date it executes this Agreement and delivers an executed copy of this Agreement and a copy of the adopted ordinance required by Public Utilities Code Section 366.2(c)(12) to the Authority. All Initial Participants to this Agreement shall be required to commence electric service as soon as practicable, as determined by the Board.
- 2.4 **Purpose.** The purpose and objectives of this Agreement are to establish the Authority, to provide for its governance and administration, and to define the rights and obligations of the Parties. This Agreement authorizes the Authority to provide a means by which the Parties can more effectively develop and implement sustainable energy initiatives that reduce energy demand, increase energy efficiency, and advance the use of clean, efficient, and renewable resources in the region for the benefit of the Parties and their constituents, including, but not limited to, establishing and operating a Community Choice Aggregation program.
- 2.5 Addition of Parties. After 180 days from the Effective Date any incorporated municipality, county, or other public agency may become a Party to this Agreement if all of the following conditions are met:
 - 2.5.1 The adoption of a resolution of the Board admitting the public agency to the Authority;
 - 2.5.2 The adoption by an affirmative vote of the Board satisfying the requirements described in Section 4.10 (Board Voting) of this Agreement, of a resolution authorizing membership into the Authority and establishing its pro rata share of organizational, planning and other pre-existing expenditures, and describing additional conditions, if any, associated with membership;
 - 2.5.3 The adoption by the public agency of an ordinance required by Public Utilities Code Section 366.2(c)(12) and approval and execution of this Agreement and other necessary program agreements by the public agency;
 - 2.5.4 Payment of the membership payment, if any; and
 - 2.5.5 Satisfaction of any reasonable conditions established by the Board.

Pursuant to this Section 2.5 (Addition of Parties), all parties shall be required to commence electric service as soon as is practicable, as determined by the Board, as a condition to becoming a Party to this Agreement.

2.6 Continuing Participation. The Parties acknowledge that membership in the Authority may change by the addition, withdrawal and/or termination of Parties. The Parties agree to participate with such other Parties as may later be added, as described in Section 2.5 (Addition of Parties) of this Agreement. The Parties also agree that the withdrawal or termination of a Party shall not affect this Agreement or the remaining Parties' continuing obligations under this Agreement.

3. POWERS

- 3.1 General Powers. The Authority shall have the powers common to the Parties and which are necessary or convenient to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 3.4 (Limitation on Powers) of this Agreement. As provided in the Act, the Authority shall be a public agency separate and apart from the Parties.
- 3.2 **Specific Powers.** The Authority shall have all powers common to the Parties and such additional powers accorded to it by law. The Authority is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to, each of the following:
 - 3.2.1 make and enter into contracts;
 - 3.2.2 employ agents and employees, including but not limited to an Executive Director;
 - 3.2.3 acquire, contract, manage, maintain, and operate any buildings, works or improvements;
 - 3.2.4 acquire property by eminent domain, or otherwise, except as limited under Section 6508 of the Act, and to hold or dispose of any property;
 - 3.2.5 lease any property;
 - 3.2.6 sue and be sued in its own name;
 - 3.2.7 incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers authorized by law pursuant to Government Code Section 53850 et seq. and authority under the Act;
 - 3.2.8 issue revenue bonds and other forms of indebtedness;

- 3.2.9 apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state or local public agency;
- 3.2.10 form independent corporations or entities, if necessary to carry out energy supply and energy conservation programs at the lowest possible cost or to take advantage of legislative or regulatory changes;
- 3.2.11 submit documentation and notices, register, and comply with orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;
- 3.2.12 adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority ("Operating Policies and Procedures"); and
- 3.2.13 make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer the CCA Program and other energy programs, including the acquisition of electric power supply and the provision of retail and regulatory support services.
- 3.3 Additional Powers to be Exercised. In addition to those powers common to each of the Parties, the Authority shall have those powers that may be conferred upon it as a matter of law and by subsequently enacted legislation.
- 3.4 **Limitation on Powers.** As required by Section 6509 of the Act, the powers of the Authority are subject to the restrictions upon the manner of exercising power possessed by the County of Los Angeles.
- 3.5 **Obligations of the Authority.** The debts, liabilities, and obligations of the Authority shall not be the debts, liabilities, and obligations of the Parties unless the governing body of a Party agrees in writing to assume any of the debts, liabilities, and obligations of the Authority. In addition, pursuant to the Act, no Director shall be personally liable on the bonds or subject to any personal liability or accountability by reason of the issuance of bonds.
- 3.6 Compliance with the Political Reform Act and Government Code Section 1090. The Authority and its officers and employees shall comply with the Political Reform Act (Government Code Section 81000 et seq.) and Government Code Section 1090 et seq. The Board shall adopt a Conflict of Interest Code pursuant to Government Code Section 87300. The Board may adopt additional conflict of interest regulations in the Operating Policies and Procedures.

4. GOVERNANCE

4.1 **Board of Directors.** The governing body of the Authority shall be a Board of Directors ("Board") consisting of one director for each Party appointed in accordance with Section 4.2 (Appointment and Removal of Directors) of this

Agreement. The Board, in consultation with the Executive Director, may determine at any time to consider options to reduce the size of the Board if it determines that the efficient functioning and operation of the Board would be improved by having a smaller number of Directors. Any such change to the size of the Board would require amendment of this Joint Powers Agreement in accordance with Section 4.11 (Special Voting).

- 4.2 **Appointment and Removal of Directors.** The Directors shall be appointed and may be removed as follows:
 - 4.2.1 The governing body of each Party shall appoint and designate in writing one regular Director who shall be authorized to act for and on behalf of the Party on matters within the powers of the Authority. The governing body of each Party shall appoint and designate in writing up to two alternate Directors who may vote on matters when the regular Director is absent from a Board meeting. The person appointed and designated as the regular Director shall be an elected or appointed member of the governing body of the Party. The persons appointed and designated as the alternate Directors may be an elected or appointed member of the governing body of the Party, an appointed member of an advisory body of the Party, a staff member of the Party or a member of the public who meets the criteria below. All Directors and alternates shall be subject to the Board's adopted Conflict of Interest Code.
 - (a) Any alternate Director that is a member of the public must have demonstrated knowledge in energy-related matters through significant experience in either: 1) an electric utility or company, agency, or nonprofit providing services to a utility, 2) a regulatory agency or local government body overseeing an electric utility or a company, agency, or nonprofit providing services to such an agency, 3) an academic or nonprofit organization engaged in research and/or advocacy related to the electric sector.
 - 4.2.2 The Operating Policies and Procedures, to be developed and approved by the Board in accordance with Section 3.2.12 (Specific Powers), shall specify the reasons for and process associated with the removal of an individual Director for cause. Notwithstanding the foregoing, no Party shall be deprived of its right to seat a Director on the Board and any such Party for which its Director and/or alternate Directors have been removed may appoint a replacement.
- 4.3 Terms of Office. Each regular and alternate Director shall serve at the pleasure of the governing body of the Party that the Director represents, and may be removed as Director by such governing body at any time. If at any time a vacancy occurs on the Board, the affected Party shall appoint to fill the position of

the previous Director within 90 days of the date that such position becomes vacant.

- 4.4 **Purpose of Board.** The general purpose of the Board is to:
 - 4.4.1 Provide structure for administrative and fiscal oversight;
 - 4.4.2 Retain an Executive Director to oversee day-to-day operations;
 - 4.4.3 Retain legal counsel;
 - 4.4.4 Identify and pursue funding sources;
 - 4.4.5 Set policy;
 - 4.4.6 Maximize the utilization of available resources; and
 - 4.4.7 Oversee all Committee activities.
- 4.5 **Specific Responsibilities of the Board.** The specific responsibilities of the Board shall be as follows:
 - 4.5.1 Identify Party needs and requirements;
 - 4.5.2 Formulate and adopt the budget prior to the commencement of the fiscal year;
 - 4.5.3 Develop and implement a financing and/or funding plan for ongoing Authority operations;
 - 4.5.4 Retain necessary and sufficient staff and adopt personnel and compensation policies, rules and regulations;
 - 4.5.5 Adopt rules for procuring supplies, equipment, and services;
 - 4.5.6 Adopt rules for the disposal of surplus property;
 - 4.5.7 Establish standing and ad hoc committees as necessary to ensure that the interests and concerns of each Party are represented and to ensure operational, technical, and financial issues are thoroughly researched and analyzed;
 - 4.5.8 The setting of retail rates for power sold by the Authority and the setting of charges for any other category of retail service provided by the Authority;
 - 4.5.9 Termination of the CCA Program;

- 4.5.10 Address any concerns of consumers and customers;
- 4.5.11 Conduct and oversee Authority audits at intervals not to exceed three years;
- 4.5.12 Arrange for an annual independent fiscal audit;
- 4.5.13 Adopt such bylaws, rules and regulations as are necessary or desirable for the purposes hereof; provided that nothing in the bylaws, rules and regulations shall be inconsistent with this Agreement;
- 4.5.14 Exercise the Specific Powers identified in Sections 3.2 and 4.6 except as the Board may elect to delegate to the Executive Director; and
- 4.5.15 Discharge other duties as appropriate or required by statute.
- 4.6 **Startup Responsibilities.** The Authority shall have the duty to do the following within one year of the Effective Date of the Agreement:
 - 4.6.1 To adopt an implementation plan prepared by the County of Los Angeles, pursuant to Public Utilities Code Section 366.2(c)(3), for electrical load aggregation;
 - 4.6.2 To prepare a statement of intent, pursuant to Public Utilities Code Section 366.2(c)(4), for electrical load aggregation;
 - 4.6.3 To encourage other qualified public agencies to participate in the Authority;
 - 4.6.4 To obtain financing and/or funding as is necessary or desirable;
 - 4.6.5 To evaluate the need for, acquire, and maintain insurance.
- 4.7 Meetings and Special Meetings of the Board. The Board shall hold at least one regular meeting per year but the Board may provide for the holding of regular meetings at more frequent intervals. The date, hour and place of each regular meeting shall be fixed by resolution or ordinance of the Board. Regular meetings may be adjourned to another meeting time. Special meetings of the Board may be called in accordance with the provisions of Government Code Section 54956. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law.
- 4.8 **Brown Act Applicable.** All meetings of the Board shall be conducted in accordance with the provisions of the Ralph M. Brown Act (Government Code Section 54950, et seq.).
- 4.9 **Quorum; Approvals.** A majority of the Directors shall constitute a quorum, except that less than a quorum may adjourn from time to time in accordance with

law. The affirmative votes of a majority of the Directors who are present at the subject meeting shall be required to take any action by the Board.

4.10 Board Voting.

- 4.10.1 Percentage Vote. Each Director shall have one vote. Action of the Board on all matters shall require an affirmative vote of a majority of all Directors who are present at the subject meeting, except when a supermajority vote is expressly required by this Agreement. When a supermajority vote is required under Section 4.11 (Special Voting), action of the Board shall require an affirmative vote of the specified supermajority of all Directors who are present at the subject meeting. All votes taken pursuant to this Section 4.10.1 shall be referred to as a percentage vote. Notwithstanding the foregoing, in the event of a tie in a percentage vote, the Board can break the tie and act upon an affirmative voting shares vote as described in section 4.10.2 (Voting Shares Vote).
- 4.10.2 Voting Shares Vote. In addition to and immediately after an affirmative percentage vote three or more Directors may request that a vote of the voting shares shall be held. In such event, the corresponding voting shares, as described in section 4.10.3, of all Directors voting in order to take an action shall exceed 50%, or such other higher voting shares percentage expressly required by this Agreement or the Operating Policies and Procedures of all Directors who are present at the subject meeting. All votes taken pursuant to this Section 4.10.2 shall be referred to as a voting shares vote. In the event that any one Director has a voting share that equals or exceeds that which is necessary to disapprove the matter being voted on by the Board, at least one other Director shall be required to vote in the negative in order to disapprove such matter. When a voting shares vote is held, action by the Board requires both an affirmative percentage vote and an affirmative voting shares vote.
- 4.10.3 **Voting Shares Formula.** When a voting shares vote is requested by three or more Directors, voting shares of the Directors shall be determined by the following formula:

(Annual Energy Use/Total Annual Energy) multiplied by 100, where (a) "Annual Energy Use" means (i) with respect to the first two years following the Effective Date, the annual electricity usage, expressed in kilowatt hours ("kWh"), within the Party's respective jurisdiction and (ii) with respect to the period after the second anniversary of the Effective Date, the annual electricity usage, expressed in kWh, of accounts within a Party's respective jurisdiction that are served by the Authority and (b) "Total Annual Energy" means the sum of all Parties' Annual Energy Use.

4.11 Special Voting.

- 4.11.1 Except as provided below, matters that require Special Voting as described in this Section shall require 72 hours prior notice to any Brown Act meeting or special meeting. Two-thirds vote (or such greater vote as required by state law) of the appointed Directors shall be required to take any action on the following:
 - (a) Change the designation of Treasurer or Auditor of the Authority;
 - (b) Issue bonds or other forms of debt;
 - (c) Exercise the power of eminent domain, subject to prior approval by the passage of an authorizing ordinance or other legally sufficient action by the affected Party; and
 - (d) Amend this Agreement or adopt or amend the bylaws of the Authority. At least 30 days advance notice shall be provided for such actions. The Authority shall also provide prompt written notice to all Parties of the action taken and enclose the adopted or modified documents.

5. INTERNAL ORGANIZATION

- 5.1 Chair and Vice Chair. For each fiscal year, the Board shall elect a Chair and Vice Chair from among the Directors. The term of office of the Chair and Vice Chair shall continue for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair. The Chair shall be the presiding officer of all Board meetings, and the Vice Chair shall serve in the absence of the Chair. The Chair shall sign all contracts on behalf of the Authority, and shall perform such other duties as may be imposed by the Board. In the absence of the Chair, the Vice-Chair shall sign contracts and perform all of the Chair's duties. The office of the Chair or Vice Chair shall be declared vacant and a new selection shall be made if: (a) the person serving dies, resigns, or the Party that the person represents removes the person as its representative on the Board, or (b) the Party that he or she represents withdraws from the Authority pursuant to the provisions of this Agreement. Upon a vacancy, the position shall be filled at the next regular meeting of the Board held after such vacancy occurs or as soon as practicable thereafter. Succeeding officers shall perform the duties normal to said offices.
- 5.2 Secretary. The Board shall appoint a Secretary, who need not be a member of the Board, who shall be responsible for keeping the minutes of all meetings of the Board and all other office records of the Authority.
- 5.3 **Treasurer.** The Board shall appoint a qualified person to act as the Treasurer, who need not be a member of the Board. Unless otherwise exempted from such

requirement, the Authority shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6506 of the Act. The Treasurer shall act as the depositary of the Authority and have custody of all the money of the Authority, from whatever source, and as such, shall have all of the duties and responsibilities specified in Section 6505.5 of the Act. The Board may require the Treasurer to file with the Authority an official bond in an amount to be fixed by the Board, and if so requested the Authority shall pay the cost of premiums associated with the bond. The Treasurer shall report directly to the Board and shall comply with the requirements of treasurers of incorporated municipalities. The Board may transfer the responsibilities of Treasurer to any person or entity as the law may provide at the time.

- 5.4 Auditor. The Board shall appoint a qualified person to act as the Auditor, who shall not be a member of the Board. The Board may require the Auditor to file with the Authority an official bond in an amount to be fixed by the Board, and if so requested the Authority shall pay the cost of premiums associated with the bond.
- 5.5 Executive Director. The Board shall appoint an Executive Director for the Authority, who shall be responsible for the day-to-day operation and management of the Authority and the CCA Program. The Executive Director may exercise all powers of the Authority, except those powers specifically reserved to the Board including but not limited to those set forth in Section 4.5 (Specific Responsibilities of the Board) of this Agreement or the Operating Policies and Procedures, or those powers which by law must be exercised by the Board. The Executive Director may enter into and execute any Energy Contract, in accordance with criteria and policies established by the Board.
- 5.6 Bonding of Persons Having Access to Property. Pursuant to the Act, the Board shall designate the public officer or officers or person or persons who have charge of, handle, or have access to any property of the Authority exceeding a value as established by the Board, and shall require such public officer or officers or person or persons to file an official bond in an amount to be fixed by the Board.
- 5.7 Other Employees/Agents. The Board shall have the power by resolution to hire employees or appoint or retain such other agents, including officers, loan-out employees, or independent contractors, as may be necessary or desirable to carry-out the purpose of this Agreement.
- 5.8 Privileges and Immunities from Liability. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents or employees of a public agency when performing their respective functions shall apply to the officers, agents or employees of the Authority to the same degree and extent while engaged in the performance of any of the functions and other duties of such officers, agents or employees under this

- Agreement. None of the officers, agents or employees directly employed by the Board shall be deemed, by reason of their employment by the Authority to be employed by the Parties or by reason of their employment by the Authority, to be subject to any of the requirements of the Parties.
- 5.9 Commissions, Boards and Committees. The Board may establish any advisory commissions, boards and committees as the Board deems appropriate to assist the Board in carrying outs its functions and implementing the CCA Program, other energy programs and the provisions of this Agreement. The Board may establish rules, regulations, policies, bylaws or procedures to govern any such commissions, boards, or committees and shall determine whether members shall be compensated or entitled to reimbursement for expenses.
 - 5.9.1 The Board shall establish the following Advisory Committees:
 - (a) Executive Committee. The Board shall establish an executive committee consisting of a smaller number of Directors. The Board may delegate to the Executive Committee's such authority as the Board might otherwise exercise, except that the Board may not delegate authority regarding certain essential functions, including but not limited to, approving the fiscal year budget or hiring or firing the Executive Director, and other functions as provided in the Operating Policies and Procedures. The Board may not delegate to the Executive Committee or any other committee its authority under Section 3.2.12 to adopt and amend the Operating Policies and Procedures.
 - (b) Finance Committee. The Board shall establish a finance committee consisting of a smaller number of Directors. The primary purpose of the Finance Committee is to review and recommend to the Board:
 - (1) A funding plan;
 - (2) A fiscal year budget;
 - (3) Financial policies and procedures to ensure equitable contributions by Parties;
 - (4) Such other responsibilities as provided in the Operating Policies and Procedures, including but not limited to policies, rules and regulations governing investment of surplus funds, and selection and designation of financial institutions for deposit of Authority funds.
 - (c) Community Advisory Committee. The Board shall establish a community advisory committee comprised of members of the

- public representing key stakeholder communities. The primary purpose of the Community Advisory Committee shall be to provide a venue for ongoing citizen support and engagement in the operations of the Authority.
- (d) Meetings of the Advisory Committees. All meetings of the Advisory Committees shall be held in accordance with the Ralph M. Brown Act. For the purposes of convening meetings and conducting business, unless otherwise provided in the bylaws, a majority of the members of the Advisory Committee shall constitute a quorum for the transaction of business, except that less than a quorum or the secretary of each Advisory Committee may adjourn meetings from time-to-time. As soon as practicable, but no later than the time of posting, the Secretary of the Advisory Committee shall provide notice and the agenda to each Party, Director and Alternate Directors.
- (e) Officers of Advisory Committees. Unless otherwise determined by the Board, each Advisory Committee shall choose its officers, comprised of a Chairperson, a Vice-Chairperson and a Secretary.

6. <u>IMPLEMENTATION ACTION AND AUTHORITY DOCUMENTS</u>

- 6.1 Preliminary Implementation of the CCA Program.
 - 6.1.1 **Enabling Ordinance.** In addition to the execution of this Agreement, each Party shall adopt an ordinance in accordance with Public Utilities Code Section 366.2(c)(12) for the purpose of specifying that the Party intends to implement a CCA Program by and through its participation in the Authority.
 - 6.1.2 Implementation Plan. The Authority shall cause to be prepared and secure Board approval of an Implementation Plan meeting the requirements of Public Utilities Code Section 366.2 and any applicable Public Utilities Commission regulations as soon after the Effective Date as reasonably practicable.
 - 6.1.3 **Termination of CCA Program.** Nothing contained in this Section 6 or this Agreement shall be construed to limit the discretion of the Authority to terminate the implementation or operation of the CCA Program at any time in accordance with any applicable requirements of state law.
- Authority Documents. The Parties acknowledge and agree that the affairs of the Authority will be implemented through various documents duly adopted by the Board through Board resolution or minute action, including but not necessarily limited to the Operating Policies and Procedures, the annual budget, and specified plans and policies defined as the Authority Documents by this Agreement. The

Parties agree to abide by and comply with the terms and conditions of all such Authority Documents that may be adopted by the Board, subject to the Parties' right to withdraw from the Authority as described in Section 8 (Withdrawal and Termination) of this Agreement.

7. FINANCIAL PROVISIONS

7.1 **Fiscal Year.** The Authority's fiscal year shall be 12 months commencing July 1 and ending June 30. The fiscal year may be changed by Board resolution.

7.2 Depository.

- 7.2.1 All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Party or any other person or entity.
- 7.2.2 All funds of the Authority shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of the Authority shall be open to inspection and duplication by the Parties at all reasonable times. The Board shall contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Authority, which shall be conducted in accordance with the requirements of Section 6506 of the Act.
- 7.2.3 All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board in accordance with its Operating Policies and Procedures. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the prior approval of the Board.

7.3 Budget and Recovery Costs.

- 7.3.1 **Budget.** The initial budget shall be approved by the Board. The Board may revise the budget from time to time as may be reasonably necessary to address contingencies and unexpected expenses. All subsequent budgets of the Authority shall be prepared and approved by the Board in accordance with the Operating Policies and Procedures.
- 7.3.2 Funding of Initial Costs. Subject to the approval of the Board of Supervisors, the County of Los Angeles has agreed to provide up to \$10 million for funding Initial Costs in establishing the Authority and implementing the CCA Program. In the event that the CCA Program becomes operational, the County of Los Angeles shall be reimbursed for the Initial Costs. The County and the Authority will execute an agreement specifying the terms and conditions of the Initial Costs provided by the

County, including but not limited to: (a) Repayment of this amount, which shall be first priority in relation to all other indebtedness of the Authority; and (b) authorization for the County Auditor-Controller to conduct an audit of the Authority's books and records (including personnel records, as necessary) and/or investigation, following reasonable advance notice from the County, to ensure compliance with the terms and conditions of the agreement. The Authority may establish a reasonable time period over which such costs are recovered. In the event that the CCA Program does not become operational, the County shall not be entitled to any reimbursement of the Initial Costs they have paid from the Authority or any other Party.

- 7.3.3 **Program Costs.** The Parties desire that, to the extent reasonably practicable, all costs incurred by the Authority that are directly or indirectly attributable to the provision of electric services under the CCA Program, including the establishment and maintenance of various reserve and performance funds, shall be recovered through charges to CCA customers receiving such electric services.
- 7.3.4 General Costs. Costs that are not directly or indirectly attributable to the provision of electric services under the CCA Program, as determined by the Board, shall be defined as general costs. General costs shall be shared among the Parties on such bases as the Board shall determine pursuant to the Authority documents.
- 7.4 **Contributions.** Parties are not required under this Agreement to make any financial contributions. Consumers may subscribe as customers of the Authority pursuant to the Act and outside of this Agreement and through their on-bill selections.
 - 7.4.1 A Party may, in the appropriate circumstance, and when agreed-to:
 - (a) Make contributions from its treasury for the purposes set forth in this Agreement;
 - (b) Make payments of public funds to defray the cost of the purposes of the Agreement and Authority;
 - (c) Make advances of public funds for such purposes, such advances to be repaid as provided by written agreement; or
 - (d) Use its personnel, equipment or property in lieu of other contributions or advances.
 - (e) No Party shall be required to adopt any tax, assessment, fee or charge under any circumstances.

- 7.5 Accounts and Reports. The Treasurer shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any trust agreement entered into with respect to the proceeds of any bonds issued by the Authority. The books and records of the Authority in the hands of the Treasurer shall be open to inspection and duplication at all reasonable times by duly appointed representatives of the Parties. The Treasurer, within 180 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Parties.
- 7.6 Funds. The Treasurer shall receive, have custody of and/or disburse Authority funds in accordance with the laws applicable to public agencies and generally accepted accounting practices, and shall make the disbursements required by this Agreement in order to carry out any of the purposes of this Agreement.

8. <u>WITHDRAWAL AND TERMINATION</u>

8.1 Withdrawal

- 8.1.1 Withdrawal by Parties. Any Party may withdraw its membership in the Authority, effective as of the beginning of the Authority's fiscal year, by giving no less than 180 days advance written notice of its election to do so, which notice shall be given to the Authority and each Party. Withdrawal of a Party shall require an affirmative vote of the Party's governing board.
- 8.1.2 Amendment. Notwithstanding Section 8.1.1 (Withdrawal by Parties) of this Agreement, a Party may withdraw its membership in the Authority upon approval and execution of an amendment to this Agreement provided that the requirements of this Section 8.1.2 are strictly followed. A Party shall be deemed to have withdrawn its membership in the Authority effective 180 days after the Board approves an amendment to this Agreement if the Director representing such Party has provided notice to the other Directors immediately preceding the Board's vote of the Party's intention to withdraw its membership in the Authority should the amendment be approved by the Board.
- 8.1.3 Continuing Liability; Further Assurances. A Party that withdraws its membership in the Authority may be subject to certain continuing liabilities, as described in Section 8.4 (Continuing Liability; Refund) of this Agreement, including, but not limited to, Power Purchase Agreements. The withdrawing Party and the Authority shall execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Party from membership in the Authority. The Operating Policies and Procedures shall prescribe the rights if any of a withdrawn Party to continue to participate in those Board

discussions and decisions affecting customers of the CCA Program that reside or do business within the jurisdiction of the Party.

- 8.2 **Involuntary Termination.** This Agreement may be terminated with respect to a Party for material non-compliance with provisions of this Agreement or the Authority Documents upon an affirmative vote of the Board in which the minimum percentage vote and percentage voting shares, as described in Section 4.10 (Board Voting) of this Agreement, shall be no less than 67% excluding the vote and voting shares of the Party subject to possible termination. Prior to any vote to terminate this Agreement with respect to a Party, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Party whose termination is proposed at least 30 days prior to the regular Board meeting at which such matter shall first be discussed as an agenda item. The written notice of proposed termination shall specify the particular provisions of this Agreement or the Authority Documents that the Party has allegedly violated. The Party subject to possible termination shall have the opportunity at the next regular Board meeting to respond to any reasons and allegations that may be cited as a basis for termination prior to a vote regarding termination. A Party that has had its membership in the Authority terminated may be subject to certain continuing liabilities, as described in Section 8.4 (Continuing Liability; Refund) of this Agreement. In the event that the Authority decides to not implement the CCA Program, the minimum percentage vote of 67% shall be conducted in accordance with Section 4.10 (Board Voting) of this Agreement.
- 8.3 **Mutual Termination.** This Agreement may be terminated by mutual agreement of all the Parties; provided, however, the foregoing shall not be construed as limiting the rights of a Party to withdraw its membership in the Authority, and thus terminate this Agreement with respect to such withdrawing Party, as described in Section 8.1 (Withdrawal) of this Agreement.
- 8.4 Continuing Liability; Refund. Upon a withdrawal or involuntary termination of a Party, the Party shall remain responsible for any claims, demands, damages, or liabilities arising from the Party's membership in the Authority through the date of its withdrawal or involuntary termination, it being agreed that the Party shall not be responsible for any claims, demands, damages, or liabilities arising after the date of the Party's withdrawal or involuntary termination. In addition, such Party also shall be responsible for any costs or obligations associated with the Party's participation in any program in accordance with the provisions of any agreements relating to such program provided such costs or obligations were incurred prior to the withdrawal of the Party. The Authority may withhold funds otherwise owing to the Party or may require the Party to deposit sufficient funds with the Authority, as reasonably determined by the Authority, to cover the Party's liability for the costs described above. Any amount of the Party's funds held on deposit with the Authority above that which is required to pay any liabilities or obligations shall be returned to the Party.

- 8.5 **Disposition of Authority Assets.** Upon termination of this Agreement and dissolution of the Authority by all Parties, and after payment of all obligations of the Authority, the Board:
 - 8.5.1 May sell or liquidate Authority property; and
 - 8.5.2 Shall distribute assets to Parties in proportion to the contributions made by the existing Parties.

Any assets provided by a Party to the Authority shall remain the asset of that Party and shall not be subject to distribution under this section.

9. <u>MISCELLANEOUS PROVISIONS</u>

- 9.1 **Dispute Resolution.** The Parties and the Authority shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. Before exercising any remedy provided by law, a Party or the Parties and the Authority shall engage in nonbinding mediation or arbitration in the manner agreed upon by the Party or Parties and the Authority. The Parties agree that each Party may specifically enforce this section 9.1 (Dispute Resolution). In the event that nonbinding mediation or arbitration is not initiated or does not result in the settlement of a dispute within 60 days after the demand for mediation or arbitration is made, any Party and the Authority may pursue any remedies provided by law.
- 9.2 Liability of Directors, Officers, and Employees. The Directors, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, officer, or employee. The Authority shall defend, indemnify and hold harmless the individual current and former Directors, officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by Government Code Section 995 et seq. Nothing in this section shall be construed to limit the defenses available under the law, to the Parties, the Authority, or its Directors, officers, or employees.
- 9.3 Indemnification of Parties. The Authority shall acquire such insurance coverage as is necessary to protect the interests of the Authority, the Parties and the public. The Authority shall defend, indemnify and hold harmless the Parties and each of their respective governing board members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts and omissions of the Authority under this Agreement.
- 9.4 **Notices.** Any notice required or permitted to be made hereunder shall be in writing and shall be delivered in the manner prescribed herein at the principal

place of business of each Party. The Parties may give notice by (1) personal delivery; (2) e-mail; (3) U.S. Mail, first class postage prepaid, or a faster delivery method; or (4) by any other reasonable method deemed appropriate by the Board.

Upon providing written notice to all Parties, any Party may change the designated address or e-mail for receiving notice.

All written notices or correspondence sent in the described manner will be deemed given to a party on whichever date occurs earliest: (1) the date of personal delivery; (2) the third business day following deposit in the U.S. mail, when sent by "first class" mail; or (3) the date of transmission, when sent by e-mail or facsimile.

- 9.5 **Successors.** This Agreement shall be binding upon and shall inure to the benefit of the successors of each Party.
- 9.6 Assignment. Except as otherwise expressly provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the advance written consent of all of the other Parties, and any attempt to assign or delegate such rights or duties in contravention of this Section 9.6 shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. This Section 9.6 does not prohibit a Party from entering into an independent agreement with another agency, person, or entity regarding the financing of that Party's contributions to the Authority, or the disposition of the proceeds which that Party receives under this Agreement, so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the Parties under this Agreement.
- 9.7 Severability. If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement were adjudged invalid or void by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall remain in full force and effect to the maximum extent permitted by law.
- 9.8 **Governing Law.** This Agreement is made and to be performed in the State of California, and as such California substantive and procedural law shall apply.
- 9.9 **Headings.** The section headings herein are for convenience only and are not to be construed as modifying or governing the language of this Agreement.
- 9.10 Counterparts. This Agreement may be executed in any number of counterparts, and upon execution by all Parties, each executed counterpart shall have the same force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

- 9.11 **No Third Party Beneficiaries.** This Agreement and the obligations hereunder are not intended to benefit any party other than the Authority and its Parties, except as expressly provided otherwise herein. No entity that is not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.
- 9.12 **Filing of Notice of Agreement.** Within 30 days after the Effective Date, or amendment thereto, the Secretary shall cause to be filed with the Secretary of State the notice of Agreement required by the Act.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed and attested by its proper officers thereunto duly authorized, its official seals to be hereto affixed, as follows:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

	COUNTY OF LOS ANGELES
	By Sachi A. Hamai Chief Executive Officer
APPROVED AS TO FORM:	
MARY C. WICKHAM County Counsel	
By Senior Deputy County Counsel	·
	CITY OF
	By Mayor
ATTEST:	
By City Clerk	

Exhibit A - Members

The following entities are Parties of the Los Angeles Community Choice Energy Authority:

- 1. County of Los Angeles
- 2. City of _____



June 30, 2016

Mr. Howard Choy County of Los Angeles Energy Management Division 1100 N. Eastern Avenue Los Angeles, CA 90063

SUBJECT: County of Los Angeles Community Choice Energy (LACCE) Business Plan

Dear Mr. Choy:

Please find attached EES Consulting, Inc.'s (EES) Community Choice Energy Business Plan (Plan) for the County of Los Angeles (County). This Plan represents the work product of EES and Bki in evaluating the prudency of implementing a Community Choice Energy organization for the County.

We want to thank you and your staff for your assistance in preparing this Plan. It has been a pleasure working with you on this project.

Please contact me directly if there are questions or if we may be of any further assistance.

Very truly yours,

Lay & Solle

Gary Saleba President

570 Kirkland Way, Suite 100 Kirkland, Washington 98033

Telephone: 425 889-2700 Facsimile: 425 889-2725

www.eesconsulting.com

A registered professional engineering and management services corporation

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Background

The California legislature passed AB 117 in 2002 (amended in 2011 by SB 790) allowing all Cities, Counties, or groups of Cities and Counties to provide an electric power supply source to customers within their jurisdictions that are currently served by Southern California Edison, Pacific Gas & Electric or San Diego Gas & Electric. Community Choice Aggregation (CCA) or Community Choice Energy (CCE) is a customer opt-out program where the CCA provides power supply and behind the meter services, and the incumbent IOUs provide transmission and distribution (wires) service.

This Business Plan (Plan) evaluates the prudency of forming a CCA within the County of Los Angeles (County), the Los Angeles Community Choice Energy (LACCE). The proposed LACCE will provide power supply and behind the meter services, and Southern California Edison (SCE) will provide transmission and distribution services. Customers are part of the LACCE program until they proactively opt-out. This Plan estimates LACCE's power supply costs, administrative costs, electric loads, and future retail rates and compares LACCE's rates to the incumbent SCE. These forecast rates are compared to determine if the proposed LACCE can offer competitive rates, better products and superior customer service while also improving the environment and creating local jobs.

Description of LACCE

The proposed LACCE may include the unincorporated areas of the County and a number of Cities within the County. The unincorporated County average annual energy is 440 aMW (average Megawatts) and 900 MW peak while the total County potential service area average annual energy is estimated at 3,000 aMW and 7,000 MW peak. Energy consumption for the entire County area served by SCE is equal to more than 30 percent of SCE's total retail load.

For this Plan, it is assumed that service will be offered to customers in three phases. Phase 1 will include the County's own municipal facilities residing within the unincorporated County areas. In Phase 2, all customers located in the unincorporated County will be included in LACCE. Finally, service to customers from the Cities within the County will begin under Phase 3. Exhibit ES-1 summarizes this phased approach to forming LACCE, and the number of customers and amount of load attendant with each phase.

	Exhibit ES-1 Participation Schedule							
Phase	Start	Eligibility	Customer Accounts	Peak Load (MW)	Average Load aMW	LACCE Annual Revenues		
Phase 1	January 2017	LA County Facilities within Unincorporated Area	1,728	40	20	\$25M		
Phase 2	July 2017	All Customers in Unincorporated LA County	306,930	900	440	\$180M		
Phase 3	To Be Determined	All Individual Cities	1,497,747	7,000	3,000	\$1,200M		

Depending on the interest from Cities located in the County, Phase 1 and Phase 2 may also include customers from individual Cities. However, because of the number of Cities and the size of their associated loads, a phasing of implementation was assumed for this Plan. This phasing strategy enables LACCE to manage any start-up and operational issues before full scale operations are undertaken. In addition, this phasing strategy will allow LACCE's third party electricity suppliers, scheduling agents and data management entities to ramp up power supply procurement and bill processing over several months. Because it is not yet clear which Cities are interested in joining LACCE, this Plan explores the prudency of the first two phases being undertaken over a 20-year forecast period. It is anticipated that the results of this Plan are scalable as additional Cities join LACCE. Adding more customers than assumed in the Plan will increase revenues and further reduce LACCE rates.

By the end of Phase 2, LACCE is projected to serve a potential of over 300,000 retail customers and have annual electricity sales potential of over 3,800 GWh (Gigawatt-hours). Annual revenues to LACCE during Phase 2 operations are projected to be approximately \$180 million.

Governance

The feasibility, analysis and development of LACCE is currently being conducted by the Office of Sustainability within the County's Internal Services Department. While LACCE could, in theory, be an organization operated within the County's existing governance, it is anticipated that a JPA will be formed to provide the legal structure of LACCE. A JPA provides a more flexible framework for LACCE and historically has been the preferred structure for an organization like LACCE. Additionally, a JPA provides financial risk mitigation for its local government members.

Given the above, a key next step in the formation of LACCE is the creation of the JPA (created when two jurisdictions agree to join the JPA). Initiating LACCE operations will then require a governing authority to execute service contracts for LACCE formation and operations.

Alternatively, while a JPA is being finalized and implemented, the Office of Sustainability could manage Phase I operations of LACCE, if directed by the Board of Supervisors.

Risks

All businesses face risks and uncertainty. For LACCE, the major risks will be operational and regulatory. These risks are dealt with extensively later in the Plan. In summary, the Plan concludes that these risks are manageable and that no reasonable set of circumstances will result in LACCE's rates being higher than SCE's for comparable products.

Plan Results

This Plan evaluates the cost and resulting rates of operating LACCE, and compares these rates to a rate forecast for SCE. The analysis begins with a 20-year forecast of electrical loads and customers, incorporates several power supply resource portfolio options, and allows for the sensitivity testing of input assumptions. LACCE customers will see no obvious changes in electric service other than a lower price and increased renewable resources in their power supply resource mix. Customers will pay the power supply charges set by LACCE and no longer pay the costs of SCE power supply.

In addition to paying LACCE's power supply rate, LACCE customers will pay the SCE delivery (wires) rate and all other non-power supply related charges on the SCE bill to include Franchise Fees and Utility User Taxes.

LACCE will establish rates sufficient to recover all costs related to operation of the CCE. It is anticipated that LACCE's rate designs initially will mirror the structure of SCE's rates so that rates similar to SCE's can be provided to LACCE's customers. In setting rates, the Plan's financial analysis assumes the customer phase-in schedule noted above and assumes that the implementation costs are largely financed via a start-up loan.

The first consequence for forming LACCE is the retail rate impact as illustrated on ES-2. ES-2 shows SCE's current total bundled rates of 28 percent renewable power compared to three LACCE rate options. Bundled rates are the "all in" price for electricity delivered to the customer's meter. The Plan's Resource Portfolio Standard (RPS) rate assumes renewable energy is 28 percent of LACCE's initial power supply portfolio and increased per the State's RPS mandate.

For reference, the column headers noted on ES-2 are summarized below.

- RPS Bundled LACCE rates with the same share (28 percent) of renewables as SCE's current power supply.
- 50% Green Bundled Rate LACCE rates with 50 percent renewable power.
- 100% Green Bundled Rates LACCE rates with 100 percent renewable power.

A rate schedule comparison of LACCE's rates and SCE's rates follows.

Exhibit ES-2 Indicative Rate Comparison in ¢/kWh						
Rate Class	Customer Type	SCE Bundled Rate*	LACCE RPS Bundled Rate	LACCE 50% Green Bundled Rate	LACCE 100% Green Bundled Rate	
Residential	Domestic	17.1	16.2	16.4	18.2	
GS-1	Commercial	16.6	15.7	15.9	17.7	
GS-2	Commercial	15.8	15.0	15.2	16.9	
GS-3	Industrial	14.5	13.8	13.9	15.5	
PA-2	Public Authority	12.6	12.0	12.1	13.4	
PA-3	Public Authority	10.4	9.9	10.0	11.1	
TOU-8 Secondary	Domestic.	13.1	12.4	12.6	14.0	
TOU-8 Primary	Commercial	11.7	11.1	11.2	12.5	
TOU-8 Substation	Industrial	7.5	7.1	7.2	8.0	
Total LACCE Rate Savings			5.4%	4.1%	(6.3%)	

^{*}SCE bundled average rate based on Table 3 in Advice 3319-E-A.

As can be seen above, the LACCE RPS residential rate is 0.9¢/kWh or 5.4 percent lower than what SCE currently offers with an equal amount of renewable power (28 percent). The LACCE residential rate with 50 percent renewable power (compared to SCE's 28 percent) is 0.7¢/kWh or 4.1 percent lower for roughly twice the amount of green renewable power. The LACCE residential rate with 100 percent green power (compared to SCE's 28 percent) is 1.1¢/kWh or 6.3 percent higher, but this additional amount comes with almost four times more renewable power than the comparable SCE rate.

As an alternative to its standard rates with 28 percent renewable power, SCE also offers rates which feature 50 percent and 100 percent renewable power. For the residential customers, SCE estimates energy costs to be 3.5 cents per kWh higher for each kWh served on the green rate. The LACCE rates for 50 percent and 100 percent renewable power for residential customers are therefore estimated at 12-13% percent lower than SCE's.

The rates calculated under this Plan are for comparison to SCE rates only. Under formal operations, the LACCE governance will determine the actual rates to be offered to customers. For example, LACCE may decide to offer the 50% renewables rate as the base tariff to customers if the environmental benefits far outweigh a minor difference in cost compared to the RPS base case.

Finally, it should be noted that these rate comparisons assume all savings will go towards rate reductions. It is likely that the LACCE governing body may opt to place some of these savings into a financial reserve account for use at other times when needed and/or to accelerate the payoff of start-up and initial operations financing.

Renewable Energy Impacts

A second consequence of forming LACCE will be an anticipated increase in the proportion of energy supplied by renewable resources used by LACCE customers. The Plan includes procurement of renewable energy sufficient to meet 50 percent or more of LACCE customer's electricity needs at start up. The majority of this renewable energy will be met by renewable energy purchased on the wholesale market or newly constructed renewable resources. By 2020, SCE must procure a

minimum of 33 percent of its customers' annual electricity usage from renewable resources due to the State's RPS mandate and the Energy Action Plan requirements of the California Public Utilities Commission (CPUC). In contrast, LACCE customers will target 50 percent renewable power by 2017, which will come from new and some local renewable resources.

Energy Efficiency Programs

A third consequence of the Program will be an increase in energy efficiency program investments and activities. The existing energy efficiency programs administered by SCE will not change as a result of LACCE. LACCE customers will continue to pay the Public Goods Charges to SCE. This charge funds energy efficiency programs for all customers, regardless of power supply provider. The energy efficiency programs ultimately planned by LACCE will be in addition to the level of energy efficiency investment currently provided by SCE. Thus, LACCE has the potential to increase energy savings with an attendant reduction in emissions due to expanded energy efficiency programs.

LACCE will likely establish a program which offers a combination of retail tariffs, rebates, incentives and other bundled offerings intended to increase customer participation in demand-side management programs including: renewable distributed generation, energy storage, energy efficiency, demand response, electric vehicle charging, and other clean energy benefits defined as Distributed Energy Resources (DER). LACCE will work with State agencies and SCE to promote deployment of DERs in specific and targeted locations throughout SCE's distribution grid, and preferably within the County, in order to help support efficient grid operations and maintenance as part of the development of the future "smart grid."

The Southern California Regional Energy Network (SoCalREN), administered by the Office of Sustainability and authorized by the California Public Utilities Commission (CPUC) as an independently administered energy efficiency program in 2012, will serve as a platform for providing the services described above as it already receives funding under the CPUC's Energy Efficiency Program and is active in current CPUC proceedings designed to accelerate the implementation of local DERs.

Economic Development

The fourth consequence of LACCE will be significant economic development. So far, the analyses contained in this Plan focused on the direct effects of forming LACCE. However, in addition to these direct effects, the formation of LACCE will create indirect economic effects. These include increased local investments, increased disposable income due to bill savings, and improved environmental and health conditions.

Exhibit ES-3 shows the economic impact resulting from \$20 million in electric bill savings across the County. The \$20 million rate savings represents the estimated bill savings per year achievable by LACCE once Phase 3 operations begin. Based upon a macroeconomic input/output model employed for this Plan, it is estimated that these savings will create approximately 211 additional jobs in the County and over \$9.6 million in labor income. It is also estimated that the total value added will be approximately \$15.9 million and output close to \$24.2 million.

Exhibit ES-3 \$20 Million Rate Savings Effects on County Economy						
Impact Type Employment Labor Income Total Value Added Output						
Direct Effect	98.3	\$3,674,939	\$5,376,863	\$7,099,612		
Indirect Effect	10.4	\$608,838	\$1,057,593	\$1,677,591		
Induced Effect	102.1	\$5,319,262	\$9,472,599	\$15,391,851		
Total Effect	210.7	\$9,603,040	\$15,907,056	\$24,169,054		

In addition to increased economic activity due to electric bill savings, potential local projects can also create job and economic growth within the County. As an example of the macroeconomic activity caused by local DER deployment, this Plan assumes the installation of 50 crystalline silicon, fixed mount solar systems with nameplate capacities of 1 MW each for a total capacity of 50 MW. Overall, the building of a 50 MW solar project is projected to create \$87 million in earnings and \$188 million in output (GDP) in the local economy along with 1,636 jobs during construction and 14 full-time jobs ongoing. It is anticipated that LACCE will ultimately install a number of larger local solar projects such as the one described. LACCE will need between 2,000 – 3,000 MW of solar at build-out. As such, the total economic benefit of LACCE's renewable resource could be 40-60 times those estimated above. Local clean projects development under LACCE may serve as a platform for accelerating local hiring programs and job training programs for underserved labor sectors and communities.

Green House Gas Impacts

The fifth consequence of forming LACCE will be significant environment benefits. The share of renewable power in SCE's power supply portfolio is currently 28 percent¹ and is scheduled to shift to 33 percent by 2020. LACCE is committed to reductions in greenhouse gas emissions. If LACCE achieves its 50 percent RPS target at start-up, GHG emissions reductions attributable to LACCE operations in 2019 will range from 289,080 to 505,890 tons CO₂ equivalent (CO₂e) per year relative to SCE's projected resource mix over the same period. Exhibit ES-4 details these reductions.

Exhibit ES-4 Baseline Comparison of GHG Reduction by LACCE						
	2017	2018	2019			
Forecast Renewables (50% Renewables) LACCE (MWH) – Phase 2	1,438,275	1,459,854	1,459,854			
LACCE RPS (MWH) – Phase 2	730,029	737,154	737,154			
Additional Green Power (MWH)	708,246	722,700	722,700			
CO2 reduction – Low (Metric Tons of CO₂e)	283,298	289,080	289,080			
CO2 reduction – High (Metric tons of CO₂e)	495,772	505,890	505,890			

¹ http://www.cpuc.ca.gov/RPS_Homepage/

These reductions in GHG emissions associated with LACCE operations are significant. Assuming only Phase 2 loads (all unincorporated County loads) are being met by LACCE, CO₂e emissions associated with in-County electricity use will be reduced by 1-2 percent. At full Phase 3 build-out, CO₂ emissions associated with in-County electricity use will be reduced roughly 12-25 percent by LACCE operations.

Summary

This Plan concludes that the formation of a CCA in Los Angeles County is financially prudent and will yield considerable benefits for the County's residents and businesses. These benefits include at least a 4 percent lower rate for electricity than is charged by SCE and roughly twice the amount of renewable resource deployment. With the achievement of Phase 2 operations, LACCE will reduce GHG emissions by as much as 500,000 tons of CO₂e per year, add hundreds of jobs, generate over \$24 million in additional GDP, and give the County and its residents local control over their power supply and distributed energy resource programs. At full build-out (Phase 3), LACCE will reduce in-County generation-related greenhouse gases by as much as 25 percent and total GHGs in the County by 6%. Finally, there is no reasonable set of risk-related circumstances that will result in LACCE's rates being higher than SCE's rates for comparable products.

Background

California's legislature passed AB 117 in 2002 (amended in 2011 by SB 790) allowing all Cities, Counties, or groups of Cities and Counties to provide electric service to customers currently served by Investor-Owned Utilities (IOUs). Community Choice Aggregation (CCA) is the legislative organization empowered to provide this service. A CCA is a customer opt-out program where the CCA provides power supply and behind the meter services, and the incumbent IOU provides transmission and distribution (wires) service. This legislation states that CCA will enable California to experience more competitive electricity rates, a more renewable power supply mix, and growth in local resources and associated economic activity. Currently, there are five CCAs operating in California and these utilities offer competitive rates for power supply that have a higher percentage of renewable resources. They have also proven to promote local economic activity and their associated benefits.

Several other California Cities and Counties are currently evaluating the feasibility of CCA formation within their jurisdictions. This information can be found in Appendix A.

There are several potential benefits of the CCA model in addition to competitive rates. Other benefits include local control over energy resources selection including renewable local projects, energy efficiency and a reduction in greenhouse gases (GHG). In addition, CCAs can minimize power supply rates and maximize renewable energy utilization with the attendant local jobs in the local community.

Objective

This Business Plan (Plan) evaluates the feasibility of forming a CCA within the County of Los Angeles (County) named the Los Angeles Community Choice Energy (LACCE). The proposed CCA will provide power supply and behind the meter services, and Southern California Edison (SCE) will provide transmission and distribution (wires) services. This Plan estimates LACCE's power supply costs, administrative costs, electric loads, and future retail rates for the proposed LACCE and incumbent Investor-Owned Utility (IOU), Southern California Edison (SCE). These forecast rates are compared to determine if the proposed LACCE can offer competitive rates, better products and superior customer service. A sound financial and operational foundation for LACCE must be achievable before the other desirable attributes of a CCA can be enjoyed.

LACCE Description

LACCE, as proposed, may include the unincorporated areas of the County and a number of Cities within the County. Unincorporated County average annual energy use is 440 aMW with a 900 MW peak while the total Plan area average annual energy use is estimated at 3,000 aMW with a 7,000 MW peak. Energy consumption for the entire LACCE area equals more than 30 percent of SCE's current retail loads.

COUNTY OF LOS ANGELES - CCE BUSINESS PLAN

For this Plan, it is assumed that service will be offered to customers in three phases. Phase 1 will include the County's own facilities residing within the unincorporated County areas. In Phase 2, all customers located in the unincorporated County will be included into LACCE. Finally, service to customers from the Cities within the County will begin under Phase 3 and after LACCE is completely operational. However, Cities that are ready to participate early will be eligible under Phases 1 and 2. Exhibit 1 summarizes this phased approach to starting LACCE and the amount of load attendant with each phase.

	Exhibit 1 Participation Schedule						
Customer Peak Load Load Phase Start Eligibility Accounts (MW) (MWa) R							
Phase 1	January 2017	LA County Facilities within Unincorporated Area	1,728	40	20	\$25M	
Phase 2	July 2017	All Customers in Unincorporated LA County	306,930	900	440	\$180M	
Phase 3	To Be Determined	All Individual Cities	1,497,747	7,000	3,000	\$1,200M	

Customer Participation Schedule

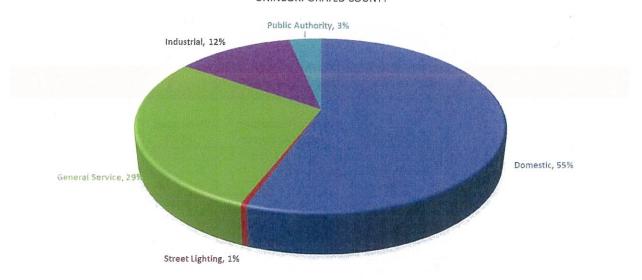
Depending on the interest from Cities located in the County, Phase 1 and Phase 2 may include customers from individual Cities; however, because of the number of Cities and the size of their associated loads, a phasing strategy is assumed for this Plan. This phasing strategy enables LACCE to address any start-up and operational issues before full scale operations are undertaken. In addition, this strategy will allow LACCE's third party electricity suppliers, scheduling agents and data managers to ramp up their activities over several months.

Because it is not yet clear when Cities will join LACCE, this Plan explores the feasibility of only the first two phases. It is anticipated that the results of this Plan are scalable as additional Cities join LACCE. However, a few of the key statistics and benefits that LACCE provides have also been noted under full-scale participation of Phase 3. Additional load from other Cities will increase LACCE's revenues and lower overall rates.

By the end of Phase 2, LACCE is projected to serve a potential of over 300,000 retail customers and have annual electricity sales potential of over 3,800 GWh. Annual LACCE revenues at Phase 2 buildout are projected to be \$180 million. At full build-out for the entire County, gross revenues of \$1.2 billion are forecast. The breakdown of projected sales in Phase 2 by major customer class is shown in the following Exhibit 2.

Exhibit 2
Retail Energy Share by Rate Class

RETAIL ENERGY SHARE BY RATE CLASS UNINCORPORATED COUNTY



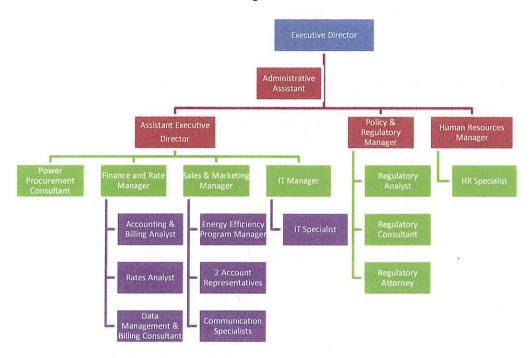
Summary of LACCE's Proposed Governance and Operations

In the future, LACCE will likely be operated under the terms of a Joint Powers Agreement (JPA), which will promote, develop, and conduct electricity-related projects and programs for the County's residences and businesses. The JPA agreement will dictate the governance provisions of LACCE. A description of LACCE operations and governance is described below.

LACCE activities will be overseen by the JPA's Board of Directors (Board). This Board will have primary responsibility for managing all aspects of LACCE programs. Operations of LACCE programs will be the responsibility of an Executive Director, appointed by LACCE's Board. The Executive Director will manage staff, contractors and third party providers, in accordance with the general policies established by the Board. LACCE has responsibilities over the functional areas of Finance, Legal/Regulatory, and Operations. LACCE will utilize a combination of internal staff and contactors. Certain specialized functions are needed within LACCE operations, namely those of electric supply and customer billing management.

If LACCE transitions most of its administrative and operational responsibilities to internally staffed positions sometime during Phase 2 operations, LACCE will have a full time staff of approximately 15 – 20 employees to perform its responsibilities, primarily related to program and contract management, legal and regulatory, finance and accounting, energy efficiency, marketing and customer service. Technical functions associated with managing and scheduling power suppliers and those related to retail customer billings will likely be performed by an experienced third party contractor. The proposed organization chart for LACCE is provided below.

Exhibit 3
Organization Chart



It is estimated that LACCE will need a bridge loan of roughly \$10 million to initiate LACCE and provide the working capital needed in Phase 1. Working capital requirements will increase to approximately \$40 million for Phase 2. Options for acquiring this funding are described later in the Plan.

Plan Methodology

This Plan evaluates the cost and resulting rates of operating LACCE and compares these rates to a SCE rate forecast. This pro forma 20-year feasibility analysis models the following cost components:

- Power Supply Costs:
 - Wholesale purchase
 - Renewable purchases
 - Procurement of resource adequacy capacity
 - · Other power supply and charges
- Non-Power Supply Costs:
 - Start-up costs
 - LACCE staffing and administration costs
 - Consulting support
 - SCE and regulatory charges
 - Financing costs

- Pass-Through Charges from SCE:
 - · Transmission and distribution charges
 - Power Cost Indifference Adjustment (PCIA) Charge
 - Other SCE non-bypassable charges

The modeled information above is used to determine the retail rates for LACCE. LACCE rates are then compared to the SCE projected rates for LACCE service area.

Plan Uncertainties

The results of this Plan are subject to uncertainties. These uncertainties are evaluated in the Plan's sensitivity analysis. The list below provides a discussion of the key uncertainties of this Plan.

- Market Price Forecasts Market prices (and forecasts) are continually changing. The market price forecasts for electricity and natural gas utilized in this Plan are based on the best currently available information regarding future natural gas and electricity prices, and have been confirmed by recent wholesale power transactions in southern California. These types of forecasts vary over time. Thus, a range of market price forecasts are evaluated in the Plan's sensitivity analysis.
- Rate Forecasts The Plan forecasts both LACCE and SCE rates over a 20-year study period. These forecasts are based on current information regarding inflation and other cost drivers. Unexpected impacts on rates are discussed in more detail in the Plan's sensitivity analysis.
- Forecasted Load and Customer Growth The Plan bases the load forecasts on customer growth. Each of these forecasts includes a level of uncertainty. To illustrate the load uncertainty, low, medium, and high load forecasts are developed for the Plan's sensitivity analysis.
- Regulatory Risks -- Unforeseen changes in legislation (California Public Utility Commission, State legislation and Federal Energy Regulatory Commission) may impact the results of this Plan.
 Sensitivities on these risks are also provided.

This sensitivity analysis shows that LACCE rate could be greater than SCE rates if:

- The PCIA becomes larger by orders of magnitude
- LACCE loads are much less than forecast
- Wholesale market prices are much less than current experience

Each of these three scenarios has a low risk of actually occurring. For example, wholesale market prices for natural gas/electricity are at all-time lows. The probability of any significant further lowering of these prices is judged to be very small. The PCIA level should be fairly stable going forward as regulatory remedies are in play to stabilize the PCIA. Additionally, the CCA vigilance in this area has increased markedly. A relatively high customer opt-out percentage has been assumed in this Plan as compared to those experienced by operating CCAs. It is very unlikely LACCE loads will not meet or exceed those assumed in the Plan. Finally, the California legislature promulgates energy legislation with some regularity. Most recently, SB 350 was passed which requires periodic filings by all utilities to document their respective power procurement strategies and requires all utilities to procure a large amount of power with contract terms greater than 10 years. While these

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new requirements may be viewed as overly prescriptive, they apply to all utilities and should not affect the relative competitiveness of LACCE vis-à-vis SCE.

Plan Organization

This Plan is organized into the following main sections:

- Load Requirements
- Power Supply Strategy and Costs
- LACCE Cost of Service
- Products, Services, Rates Comparison and Environmental/Economic Considerations
- Sensitivity Analysis
- Summary and Recommendations

These Appendices are referenced throughout the balance of this Plan.

Load Requirements

Rates paid by LACCE customers will vary depending on load levels, power supply mix, power purchase strategy, stranded costs estimated via SCE's Power Cost Indifference Adjustment (PCIA), and ultimately LACCE's implementation strategy. This section of the Plan provides an overview of the forecast LACCE load levels. The other key areas noted above will be detailed in the remaining sections of the Plan.

LACCE JPA Membership Participation Rates

For the purpose of this Plan, it has been assumed that the development of LACCE will occur using a three-phase implementation structure. Phase 1 will include the County's own facilities within the unincorporated County. Phase 2 will enroll all customers in the unincorporated County, while Phase 3 opens enrollment to all interested Cities within the County. Because the timing of Phase 3 is uncertain, this Plan examines the feasibility of a LACCE covering only unincorporated LA County (Phases 1 and 2). However, individual Cities could participate in LACCE starting in Phase 1 or Phase 2, if desired. This will require notification to LACCE of a City wishing to join that is early enough for proper power supply and data management issues to be resolved.

Exhibit 4 summarizes this phased approach to starting LACCE and the amount of load attendant with each phase.

	Exhibit 4 Implementation Schedule							
Customer Peak Load Load Phase Start Eligibility Accounts (MW) (MWa) R								
Phase 1	January 2017	LA County Facilities within Unincorporated Area	1,728	40	20	\$25M		
Phase 2	July 2017	All Customers in Unincorporated LA County	306,930	900	440	\$180M		
Phase 3	To Be Determined	All Individual Cities	1,497,747	7,000	3,000	\$1,200M		

LACCE Customer Participation Rates

Before customers are served by LACCE, they will receive two notices from LACCE that will provide information needed to understand the terms and conditions of service from LACCE and explain how customers can opt-out, if desired. These notices will be provided 60 and 30 days before CCA launch. All customers that do not follow the opt-out process specified in the customer notices will be automatically enrolled into LACCE. Customers automatically enrolled will continue to have their electric meters read and will be billed for electric service by SCE. LACCE bill processed by SCE will show separate charges for power supply procured by LACCE, all other charges related to delivery of the electricity and other utility charges that will continue to be assessed.

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Subsequent to commencement of service, customers will be given two additional opportunities to opt-out and return to SCE at 60 and 30 days after LACCE's launch. Customers that opt-out between the initial switchover date and the close of the post enrollment opt-out period will be responsible for LACCE charges for the time they are served by LACCE but will not otherwise be subject to any charges for leaving LACCE. Customers that have not opted-out within sixty days of switchover to LACCE service will be deemed to have elected to become a participant in LACCE.

This Plan anticipates an overall customer participation rate of 100 percent during Phase 1, as service is being offered to County facilities. For Phase 2, it is assumed that approximately 75 percent of residential customers and 65 percent of non-residential customers will remain with LACCE. These opt-out assumptions are conservative estimates when compared to participation rates in other CCAs. For operating CCAs in California, roughly 85 percent of the applicable customers have stayed with the CCA. A sensitivity analysis is performed around this retail customer participation rate assumption to illustrate the impact on LACCE rates of higher and lower participation rates.

Historical Consumption

SCE provided historical customer consumption and data for the County areas served by SCE. This SCE data included non-coincident and coincident peak demands for the different rate classes plus monthly kWh energy consumption. This data included information from all 82 CCA-eligible Cities within the County plus the County's unincorporated areas. These data inputs provided the basis for LACCE load forecasts. Exhibit 5 summarizes the rate schedules included in the SCE-provided data.

Exhibit 5							
	Rate Schedules Included in SCE Load Data						
	Included Rate						
Rate Class	Schedules	Rate Schedule Description					
Residential	DOM-S/M	Domestic Service – Single-Family Dwelling or individually metered Single-Family Dwelling in a Multifamily Accommodation					
	DOM-M/M	M/M Domestic Service – Multifamily Accommodation – Residenti Hotel – Qualifying RV Park					
DOM-S/M-CARE Domestic Service – California Alternate Rates							
Small General Service	TOU-GS-1	Time-of-Use – General Service (< 20 kW)					
Medium General Service	TOU-GS-2	Time-of-Use – General Service – Demand Metered (20 – 200 kW)					
Large General Service	TOU-GS-3	Time-of-Use – General Service – Demand Metered (200 – 500 kW)					
Industrial/Large Power	TOU-8-PRI	Time-of-Use – General Service – Large – Primary Transmission					
	TOU-8-SEC	Time-of-Use – General Service – Large – Secondary Transmission					
	TOU-8-SUB	Time-of-Use – General Service – Large - Subtransmission					
Small/Medium Agricultural and Pumping	TOU-PA-2	Time-of-Use Agricultural & Pumping Small to Medium					
Large Agricultural and Pumping	TOU-PA-3	Time-of-Use – Agricultural & Pumping – Large					
Street Lighting	LS-1	Street and Highway Lighting – Unmetered Service – Company- Owned					
Traffic Control	TC-1	Traffic Control Service					

Based on this data, there are 1,497,747 SCE electric customers within the County served by SCE. Annual energy consumption for all of these customers was 26,290 GWh. Bundled customers (full service) make up over 99 percent of total customer accounts and comprise approximately 86 percent of the total energy use. Direct access customers account for only 0.7 percent of customers, but use nearly 16 percent of the annual energy. Exhibit 6 summarizes historic energy consumption and customer accounts for SCE customers within the County.

Exhibit 6 Summary of Load Data by Customer Type						
Customer Customer Accounts Annual Energy Use Energy Use Customer Category Accounts (% of total) (MWh) (% of total)						
SCE - Bundled Customers	1,497,747	99.3%	26,290,996	85.5%		
Direct Access Customers	10,588	0.7%	4,465,290	14.5%		
Total	1,508,335	100.0%	30,756,286	100.0%		

Direct access customers purchase their power supply and other services from an electric service provider (ESP), rather than the incumbent utility. In California, eligibility for DA enrollment is currently limited to retail non-residential customers and enrollment is based on an annual lottery.² Customers classified as taking service under direct access arrangements were not included in this Plan, as it is assumed that these customers will remain with their current ESPs. Exhibit 7 shows consumption and customer counts by rate class for SCE's bundled customers in the County.

Exhibit 7 Summary of Bundled Load Data by Rate Class						
Rate Class	Customer Accounts	Customer Accounts (% of total)	Annual Energy Use (MWh)	Energy Use (% of total)		
Residential	1,242,505	83%	7,721,755	29.0%		
Small General Service	200,197	13%	2,368,901	9.0%		
Medium General Service	35,591	2%	5,344,593	20.0%		
Large General Service	2,630	0.2%	2,656,395	10.0%		
Industrial/Large Power	1,112	0.1%	7,372,587	28.0%		
Small/Medium Agricultural and Pumping	2,098	0.1%	289,617	1.1%		
Large Agricultural and Pumping	226	0.02%	215,097	0.8%		
Street Lighting	8,195	0.5%	300,571	1.1%		
Traffic Control	5,193	0.3%	21,290	0.1%		
Total	1,497,747	100.0%	26,290,996	100.0%		

Customers located in CCA-eligible Cities within the County account for approximately 80 percent of SCE customers and 85 percent of annual energy usage in all of the County. Potential customers and energy consumption by location are shown in Exhibit 8.

² S.B. 286 (CA, 2015-2016 Reg. Sess.)

Exhibit 8 Summary of Bundled Load Data by Location						
Location within LA County	Customer Accounts	Customer Accounts (% of total)	Annual Energy Use (MWh)	Energy Use (% of total)		
Cities	1,190,816	80%	22,448,984	85%		
Unincorporated 306,930		20%	3,841,822	15%		
Total County	1,497,747	100%	26,290,996	100%		

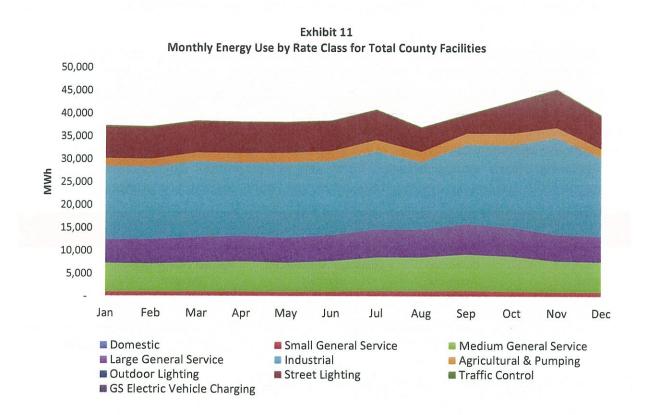
In addition to the SCE consumption data, SCE provided annual consumption, annual revenue and annual peak demands for County-owned buildings served by SCE. Exhibit 8 summarizes the energy consumption and customer counts for County facilities located in the Cities and unincorporated areas of the County. This data provides the basis for Phase 1 of LACCE's Implementation Plan. Exhibit 9 shows that there are 3,358 total eligible County facilities in the County and these customers use approximately 472,892 MWh of energy per year. The number of County accounts are distributed nearly equally between Cities and unincorporated County areas, yet County buildings in Cities account for over two thirds of annual County electrical consumption.

Exhibit 9 Summary of LA County Facility Load Data by Location						
Location	Customer Accounts	Customer Accounts (% of total)	Annual Energy Use (MWh)	Energy Use (% of total)		
Cities	1,630	49%	298,027	63%		
Unincorporated	1,728	51%	174,865	37%		
Total	3,358	100%	472,892	100%		

Exhibit 10 shows energy consumption and customer distribution by rate class for all County-owned facilities. General service customers account for over half of the County customers (55 percent) and 35 percent of County loads.

Exhibit 10 Summary of LA County Facility Load Data by Rate Schedule							
Rate Class	Customer Accounts	Customer Accounts (% of total)	Annual Energy Use (MWh)	Energy Use (% of total)			
Domestic	71	2%	359	< 1%			
Small General Service	1,361	361 41% 13,428					
Medium General Service	432	13%	81,666	17%			
Large General Service	63	2%	69,606	15%			
Industrial	30	1%	202,514	43%			
Agricultural & Pumping	202	< 1%	25,650	5%			
Outdoor Lighting	11	< 1%	20	< 1%			
Street Lighting	340	10%	77,358	16%			
Traffic Control	847	25%	2,290	< 1%			
General Service Electric Vehicle Charging	1	< 1%	0.2	< 1%			
Total	3,358	100%	472,892	100%			

Since the County facilities data included annual totals only, assumptions were made to estimate monthly energy and monthly peak demands. Load profiles have been created, based on monthly loads for each rate schedule, from SCE-provided data. Load profiles were assigned to County facilities based on rate schedule. The resulting monthly energy distribution is illustrated in Exhibit 11. Monthly energy and customer estimates, by rate class and facility location, were used to adjust SCE data to avoid double-counting customers and energy when developing load forecasts.



Forecast Consumption and Customers

Upon enrollment of customers in each of LACCE's implementation phases, customers will be switched over to service with LACCE on their next regularly scheduled meter read date. Forecast loads are needed to estimate LACCE revenue and power supply costs. A range of load forecasts have been developed at the rate class level for each phase of LACCE's operations.

Average energy use per customer for residential and general service customers has been normalized to remove any abnormal weather impacts from the historic energy data. Going forward, projections for customers enrolled in LACCE and retail energy consumption have been forecast to increase at 1.5 percent per year. This forecast is based on the mid-case electricity demand forecasts for the SCE planning area, as reported to the California Energy Commission (CEC).³ Hourly electric

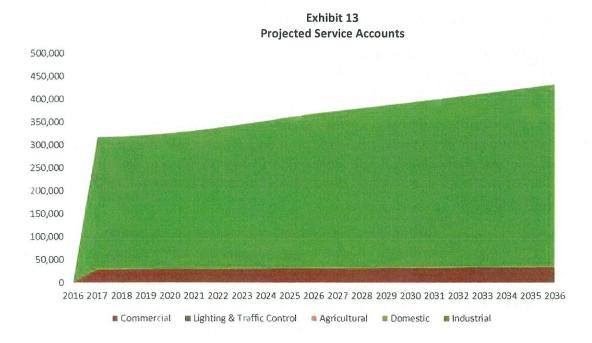
³ Southern California Edison. *California Energy Demand 2015 Revised - Mid Demand Case*. December 2015. Sacramento, CA: California Energy Commission.

consumption and peak demands have been estimated based on SCE's hourly load profiles for each customer classification.

The number of accounts served by LACCE at the beginning of each phase is shown in Exhibit 12.

Exhibit 12 Projected Customer Enrollments					
Program Customers	Phase 1	Phase 2			
Domestic	43	286,656			
Commercial	925	27,902			
Industrial	10	135			
Street Lighting & Traffic	686	1,288			
Ag & Pump	64	986			
Total	1,728	306,903			

The forecast of service accounts (customers) served by LACCE for each of the next ten years is shown in Exhibit 13, which reflects an estimated annual growth of 1.5 percent and excludes other Cities.



The LACCE forecast of kWh sales reflects the roll-out and customer enrollment schedule shown above. The annual electricity needed to serve LACCE retail customers increases from just over 50 GWh in the first year to over 3,134 GWh by 2025. Annual energy requirements are shown below in Exhibit 14.

Exhibit 14 Projected Annual Energy Requirements									
	2017	2018	2019	2020	2021	2022	2023	2024	2025
Retail Sales (MWh)	1,646,785	2,873,075	2,894,927	2,921,864	2,952,194	2,995,937	3,040,110	3,085,547	3,134,997
Losses (MWh) Total Load	105,353	198,565	200,173	202,091	204,226	207,276	210,312	213,442	216,846
Requirements (MWh)	1,752,137	3,071,640	3,095,099	3,123,954	3,156,421	3,203,213	3,250,422	3,298,989	3,351,843

Renewable Resource Requirement

In addition to estimating the potential retail loads and customers, current legislation requires that a certain percent of annual retail electric sales be supplied from qualified renewable energy resources.

SBX1-2 passed in April, 2011 established a 33 percent Renewable Portfolio Standard (RPS) requirement by 2020 with certain procurement targets prior to 2020. SBX1-2 also defined three types of renewable categories (or Buckets) that can be used to meet the RPS target.

Bucket 1 – Renewable resources located in California or out-of-state renewable resources that can meet strict scheduling requirement ensuring deliverability into California. According to SBX1 2 there are no limits on Bucket 1 renewable resources.

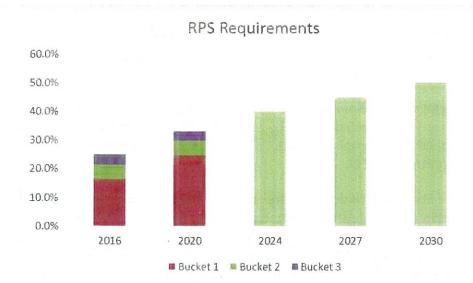
Bucket 2 – Bucket 2 renewable resources are firmed or shaped renewable resources not necessarily delivered to California, but an equivalent amount of energy is delivered from a different non-renewable resource and then bundled with Renewable Energy Certificates (RECs). Bucket 2 resources are limited to annual maximum of 20 percent of total RPS procurement through 2016 and 15 percent through 2020.

Bucket 3 – Bucket 3 consists of unbundled Renewable Energy Certificates (RECs) which are separated from the actual electric energy. Bucket 3 resources are limited to an annual maximum of 15 percent of total RPS procurement through 2016 and 10 percent through 2020.

In addition, SB350 increased the RPS requirement to 50 percent by 2030. At this time, the amount of REC's that can be used to meet the 50 percent RPS requirement has not been finalized.

Exhibit 15 provides an overview of the RPS requirements until 2030.

Exhibit 15
California RPS Requirements as a Percent of Total Power Supply



LACCE's Plan has been developed assuming LACCE will meet a 50 percent RPS target as soon as possible through contracts, distributed generation and local resources.

LACCE will exceed SCE's renewable energy percentage from the first day of its operations when it meets its 50 percent goal. LACCE will therefore significantly exceed the minimum RPS requirements and significantly exceed the renewable power share provided by SCE.

Resource Adequacy Requirements

In addition to determining the renewable resource requirement, LACCE will also need to demonstrate it has sufficient physical power supply capacity to meet its projected peak demand plus a 15 percent planning reserve margin. This requirement is in accordance with resource adequacy regulation administered by the CPUC and the California Energy Commission (CEC).

The CPUC's resource adequacy standards applicable to LACCE require a demonstration one year in advance that LACCE has secured physical capacity for 90 percent of its projected peak demand for each of the five months May through September, plus a minimum 15 percent reserve margin. On a month-ahead basis, LACCE must demonstrate 100 percent of the peak load plus a minimum 15 percent reserve margin.

The Plan's load forecast estimates capacity needs, including resource capacity requirements, to be used for the power supply cost forecasting.

Power Supply Strategy and Costs

This section of the Plan provides a discussion of the power supply resource cost forecasts, potential power supply strategies that could be implemented by LACCE and provides portfolio pricing based on the loads projected for LACCE.

LACCE will be charged with developing both short (one and two-year) and long-term (five to twenty years) resource plans. LACCE will develop the resource plan under the guidance provided by the Joint Power Agency (JPA), in compliance with California law, and other requirements of California regulatory bodies (CPUC and CEC).

Long-term resource planning includes load forecasting and supply planning on a 10- to 20-year time horizon. LACCE's planners will develop integrated resource plans that meet their supply objectives and balance cost, risk, and environmental considerations. Integrated resource planning considers demand side energy efficiency and demand response programs as well as traditional supply options. LACCE will require a planning function even if the day-to-day supply operations are contracted to third parties. This will ensure that local preferences regarding the future composition of supply and demand resources are planned for, developed and implemented.

Resource Strategy

LACCE should seek to maximize the use of local, cost-effective renewable generation resources in its resource plan. The ability to invest capital in power supply and demand-side resources using tax-exempt financing is an important factor in LACCE's ability to increase the use of renewable energy while offering rates that are competitive with SCE. Power purchases from renewable and non-renewable resources will supply the remaining majority of the resource mix. LACCE's electric portfolio will be managed by a third party electric supplier, at least during the initial implementation period. Through a power services agreement, LACCE will obtain full service requirements electricity for its customers, including providing for all electric, ancillary services and the scheduling arrangements necessary to provide delivered electricity.

Resource Costs

For this Plan, individual resource costs are estimated and other energy providers based on current market condition, recent power supply contracts for renewable energy as well as a review of the applicable regulatory requirements.

Market Purchases

Natural gas-fired power plants are typically the marginal power supply resource that sets the electricity market price in southern California and elsewhere in the Western Energy Coordinating Council (WECC) footprint. WECC guides power supply resources west of the Rocky Mountains. As the market price of electricity is usually set by the cost of the marginal unit, a wholesale market price forecast has been developed using a forecast of natural gas prices and the projected relationship between gas price and electricity price (also defined as market-implied heat rates or

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spark spreads). The projected market-implied heat rates reflect the average efficiency of gas-fired power plants in California. Projected heat rates are based on historic market-implied heat rates which are calculated by dividing historic southern California (SP15) wholesale market prices by historic southern California natural gas prices. A natural gas price forecast has been developed based on NYMEX forward gas prices for the Henry Hub trading hub and southern California basis differentials. Projected market heat rates have then been applied to the southern California natural gas price forecast to calculate a wholesale electric market price forecast for southern California.

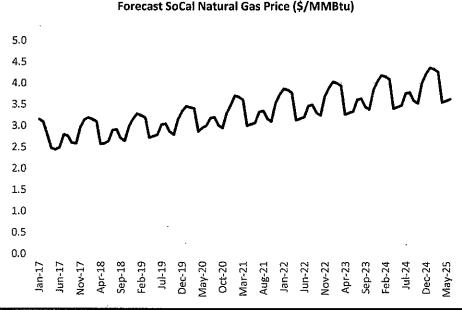
The following steps have been taken to produce the wholesale electric market price forecast:

- 1. Forward prices for natural gas at Henry Hub are available through June 2025. A 3.5 percent annual growth rate is assumed after June 2025.
- 2. The southern California basis differential is used to adjust the Henry Hub forward prices to southern California prices. Southern California forward natural gas prices are equal to NYMEX forward prices (Henry Hub) plus the southern California basis. The southern California basis forward curve is available through December 2020. After December 2020, the monthly southern California basis is assumed to increase at 4 percent.
- 3. Projected monthly market-implied heat rates are multiplied by forecast southern California natural gas prices to calculate forecast southern California wholesale market prices.
- 4. Projected heat rates are based on historic heat rates (southern California wholesale electricity prices divided by SoCal natural gas prices).
- 5. Monthly market-implied heat rates are held constant in all years.
- 6. Forecast southern California prices are benchmarked against other market price forecasts.

Based on the methodology detailed above, southern California wholesale market prices are projected to escalate annually at an average rate of 3.9 percent over 2017 through 2036.

Exhibit 16

Exhibit 16 shows the forecast southern California natural gas prices.



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Exhibit 17 shows the resulting monthly southern California wholesale electric market price forecast. The levelized value of market prices over the study period is \$39.5/MWh (2016 \$) assuming a 4 percent discount rate.

269-13 Nov-17 Sep-18 Jul-19 Nov-22 Nov-22 Nov-22 Nov-22 Nov-22 Nov-22 Nov-22 Sep-23 Jul-24 Nov-25 Nov-25 Nov-25 Nov-27 Nov-27 Nov-27 Nov-27 Nov-27 Nov-27 Nov-27 Nov-28 Jul-29 Nov-27 Nov-27 Nov-27 Nov-27 Nov-27 Nov-27 Nov-28 Jul-29 Nov-27 Nov-27 Nov-27 Nov-27 Nov-27 Nov-27 Nov-28 Jul-29 Nov-27 Nov-27 Nov-27 Nov-27 Nov-27 Nov-27 Nov-28 Nov-27 Nov-27 Nov-27 Nov-27 Nov-27 Nov-27 Nov-27 Nov-28 Nov-27 Nov-27 Nov-27 Nov-28 Nov-27 Nov-27 Nov-28 Nov-28 Nov-29 Nov-32 Nov-32

Exhibit 17
Forecast Southern California Wholesale Market Prices (\$/MWh)

Wholesale power prices have been used to calculate balancing market purchases and sales. When LACCE's loads are greater than its resource capabilities, LACCE's scheduling agent will schedule balancing purchases and LACCE will incur balancing market purchase costs. When LACCE's loads are less than its resource capabilities, LACCE's scheduling agent will transact balancing sales and LACCE will receive market sales revenue. Balancing market purchases and sales can be transacted on a monthly, daily and hourly pre-schedule basis.

Renewable Energy

The wholesale market prices shown above are for "brown" power (i.e., this product does not come with any renewable energy credit (REC) attributes). The costs of renewable resources vary greatly. Wind and solar levelized project costs vary from \$35 to \$60/MWh. Geothermal project costs can vary from \$70 to \$100/MWh. The availability of off-shore wind and ocean power in the marketplace is fairly minimal and, as such, these resources were not included in the assessment of renewable energy market prices.

Based on a survey of renewable resources currently in operation and new projects coming on-line, a base case renewable energy market price of \$42/MWh has been determined. Renewable energy prices may increase in the future as the demand for renewable energy increases due to California's RPS. However, renewable prices are being driven down by solar project costs which have declined sharply over the past few years and are expected to continue to decrease over the next 10 to 20

years. Again, the renewable energy prices have been independently confirmed by current market tenders in southern California.

Projected power costs in this Plan are calculated using the base case renewable energy market price of \$42/MWh. The amount of renewable energy purchased will be assumed to be equal to the RPS requirements in the base case. A higher case of 50 and 100 percent renewable energy will also be considered later in this Plan. In the "100 percent renewables" case the renewable energy market price was increased to \$52/MWh. The \$42/MWh price was based on an assumption that renewable purchases would be served almost exclusively with the output from solar projects. In the "100 percent renewables" case a higher price was assumed in recognition that a more diverse, and therefore more expensive, renewable energy portfolio would be needed. As such, the \$52/MWh is a blend of projected solar, geothermal and wind project costs. This is a conservative assumption as 100 percent solar power procurement is likely an achievable objective for LACCE.

Renewable Energy Credits (RECs)

As noted earlier, California load serving entities must purchase renewable energy or attributes that meet certain eligibility requirements across three categories or buckets. Each of the buckets represents a different type of renewable energy and can be used to meet a specific percent of the total. The shares of each bucket also changes over time. The three buckets and the type of energy included in each bucket can be summarized as follows:

- Bucket 1: In-state renewable generation
- Bucket 2: Firmed and shaped renewable energy products from a generator that has its first point of interconnection with a California Balancing Authority (such as the CAISO)
- Bucket 3: Energy is not included with the RECs (also known as unbundled RECs)

Under the current guidelines, the amount of RECs procured through Buckets 1 and 2 is limited and decreases over time. Historically, the first bucket has been the most expensive type of energy to purchase and load serving entities were only procuring the minimum they need to meet the RPS requirement. However, with the decrease in solar project costs, Bucket 1 has become relatively less expensive (compared to Buckets 2 and 3).

RECs are not viewed as good for the development of new projects. In addition, the REC market is not as liquid as it once was. For the Plan's base case, unbundled REC prices are assumed to increase from \$10/REC in 2017 to \$20 in 2036 (3.7 percent annual escalation). Due to the decline in solar project costs (to near \$40/MWh), the cost of unbundled RECs to meet RPS requirements and wholesale market purchases to meet load are negligible. Due to this shift in market dynamics, Bucket 3 RECs are no longer the least expensive option (as they were historically).

The Plan assumes that LACCE will not rely on REC purchases to meet RPS requirements. The REC market can, however, be used to balance RPS requirements with renewable energy acquisitions. If LACCE is short of RECs in a given compliance year, RECs could be purchased to meet the requirements. If the CCE is long on RECs in a given compliance year, surplus RECs could be sold.

Transmission

LACCE will pay the CAISO for transmission congestion and ancillary services. Transmission congestion occurs when there is insufficient capacity to meet the demands of all transmission customers. Congestion refers to a shortage of transmission capacity to supply a waiting market, and is marked by systems running at full capacity and still being unable to serve the needs of all customers. The transmission system is not allowed to run above its rated capacities. Congestion is managed by the CAISO by charging congestion charges in the day-ahead market. Congestion charges can be managed through the use of Congestion Revenue Rights (CRR). CRRs are financial instruments made available through a CRR allocation, a CRR auction, and a secondary registration system. CRR holders manage variability in congestion costs. The CCE's congestion charges will depend on the transmission paths used to bring resources to load. As such, the location of generating resources used to serve LACCE load will impact these congestion costs.

The Grid Management Charge (GMC) is the vehicle through which the CAISO recovers its administrative and capital costs from the entities that utilize the CAISO's services. LACCE's Grid Management Charges are expected to near \$0.5/MWh.

The CAISO performs annual studies to identify the minimum local resource capacity required in each local area to meet established reliability criteria. Load serving entities receive a proportional allocation of the minimum required local resource capacity by transmission access charge area, and submit resource adequacy plans to show that they have procured the necessary capacity. Depending on these results of the annual studies, there may be costs associated with local capacity requirements for LACCE.

Because generation is delivered as it is produced and, particularly with respect to renewables can be intermittent, deliveries need to be firmed using ancillary services to meet LACCE's load requirements. Ancillary services will need to be purchased from the CAISO. Regulation and operating reserves are described below.

- Regulation Service: Regulation service is necessary to provide for the continuous balancing of resources with load and for maintaining scheduled interconnection frequency at 60 cycles per second (60 Hertz). Regulation and frequency response service is accomplished by committing on-line generation whose output is raised or lowered (predominantly through the use of automatic generating control equipment) and by other non-generation resources capable of providing this service as necessary to follow the moment-by-moment changes in load.
- Operating Reserves Spinning Reserve Service: Spinning reserve service is needed to serve load immediately in the event of a system contingency. Spinning reserve service may be provided by generating units that are on-line and loaded at less than maximum output and by non-generation resources capable of providing this service.
- Operating Reserves Non-Spinning Reserve Service: Non-spinning reserve service is available within a short period of time to serve load in the event of a system contingency. Non-spinning reserve service may be provided by generating units that are on-line but not providing power, by quick-start generation or by interruptible load or other non-generation resources capable of providing this service.

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Based on a survey of ancillary service costs currently paid by CAISO participants, LACCE's ancillary service costs are estimated to be near \$5/MWh. The Plan's base case will assume the CCE's ancillary service costs are \$5/MWh in 2017, escalating by 1.5 percent annually thereafter. Serving a greater percentage of load with renewables will likely result in increased grid congestion and higher ancillary service costs. For this reason, the ancillary service costs have been increased in the 50 percent and 100 percent renewables cases included in this Plan. For the 50 percent renewables case, ancillary service costs are assumed to be \$5.5/MWh in 2017, escalating by 1.5 percent. For the 100 percent renewables case, ancillary service costs are assumed to be \$8/MWh in 2017, escalating by 2.5 percent.

Power Management/Scheduling Agent

Given the likely complexity of LACCE's resource portfolio, LACCE will want to rely on a reputable scheduling agent to economically manage LACCE's power purchases and wholesale market transactions. LACCE's resource portfolio will ultimately include market purchases, shares of some relatively large power supply projects, as well as shares of smaller, most likely renewable, resources with intermittent output. Managing a diverse resource portfolio with metered loads that will be heavily influenced by distributed generation will be one of the most important functions of LACCE. As such, LACCE needs a dependable, established scheduling agent with a proven track record in the industry. LACCE's scheduling agent will be one of its most important business partners.

LACCE should initially contract with a third party with the necessary experience (and balance sheet) to perform most of LACCE's portfolio operation requirements. This will include the procurement of energy and ancillary services, scheduling coordinator services, and day-ahead and real-time trading. Portfolio operations encompass the activities necessary for wholesale procurement of electricity to serve end use customers. These activities include the following:

- Electricity Procurement assemble a portfolio of electricity resources to supply the electric needs of LACCE customers.
- Risk Management standard industry risk management techniques will be employed to reduce exposure to the volatility of energy markets and insulate customer rates from sudden changes in wholesale market prices.
- Load Forecasting develop accurate load forecasts, both long term for resource planning, and short-term for the electricity purchases and sales needed to maintain a balance between hourly resources and loads.
- Scheduling Coordination scheduling and settling electric supply transactions with the CAISO.

LACCE should approve and adopt a set of protocols that will serve as the risk management tools for LACCE and any third party involved in LACCE portfolio operations. Protocols will define risk management policies and procedures, and a process for ensuring compliance throughout the organization. During the initial start-up period, the chosen full requirements electric suppliers will bear the majority of risks and be responsible for their management. Development of protocols can

take place during the first few months of LACCE operations to cover electricity procurement activities.

A scheduling agent provides day-ahead and real-time power and transmission scheduling services. Scheduling agents bear the responsibility for accurate and timely load forecasting and resource scheduling including wholesale power purchases and sales required to maintain hourly load/resource balances. A scheduling agent needs to provide the marketing expertise and analytical tools required to optimally dispatch LACCE's surplus resources on a monthly, daily and hourly basis.

Inside each hour, the CAISO Energy Imbalance Market (EIM) takes over load/resource balancing duties. The EIM automatically balances loads and resources every fifteen minutes and dispatches the least-cost resources every 5-minutes. The EIM allows balancing authorities to share reserves, and more reliably and efficiently integrate renewable resources across a larger geographic region.

Within an hour, metered energy (i.e. actual usage) may differ from supplied power due to hourly variations in resource output or unexpected load deviations. Deviations between metered energy and supplied power are accounted for by the EIM. The imbalance market is used to resolve imbalances between supply and demand. The EIM deals only with energy, not ancillary services or reserves (which are addressed in the next section).

The EIM optimally dispatches participating resources to maintain load/resource balance in real-time. The EIM uses the CAISO's real-time market which uses Security Constrained Economic Dispatch (SCED). SCED finds the lowest cost generation to serve the load taking into account operational constraints such as limits on generators or transmission facilities. The five-minute market automatically procures generation needed to meet future imbalances. The purpose of the five-minute market is to meet the very short term load forecast. Dispatch instructions are effectuated through the Automated Dispatch System (ADS).

The CAISO is the market operator that runs and settles EIM transactions. LACCE's scheduling agent will submit LACCE's load and resource information to the market operator. EIM processes are running continuously for every fifteen-minute and five-minute intervals, producing dispatch instructions and prices.

Participating resource scheduling coordinators submit energy bids to let the market operator know that they are available to participate in the real-time market to help resolve energy imbalances. Resource schedulers may also submit an energy bid to declare that resources will increase or decrease generation if a certain price is struck. An energy bid is comprised of a megawatt value and a price. For every increase in megawatt level, the settlement price also increases.

The CAISO calculates financial settlements based on the difference between schedules and actual meter data, and bid prices during each hour. Locational Marginal Prices (LMP) are used in settlement calculations. The LMP is the price of a unit of energy at a particular location at a given time. LMPs are influenced by nearby generation, load level, and transmission constraints and losses.

LACCE's scheduling agent will need to forecast LACCE's hourly loads as well as LACCE's hourly resources including shares of any hydro, wind, solar and other resources in which LACCE is a

participant/purchaser. Forecasting the output of hydro, wind and solar projects involves more variables than forecasting loads. Scheduling agents already have models set up to forecast accurately hourly hydro, wind and solar generation. Accurate load and resource forecasting will be a key element in assuring LACCE's power supply costs are minimized.

A scheduling agent also needs to provide monthly checkout and after-the-fact reconciliation services. This requires scheduling agents to agree on the amount of energy purchased and/or sold and the purchase costs and/or sales revenue associated with each counterparty with which LACCE transacted in a given month.

Based on conversations with scheduling agents currently working the CAISO footprint, the estimated cost of scheduling services is in the \$1 to \$2/MWh range. For the base case, the Plan has assumed a cost of \$1.5/MWh or \$2.4 million in 2017 after Phase 2 is operational and escalating at 2.5 percent annually.

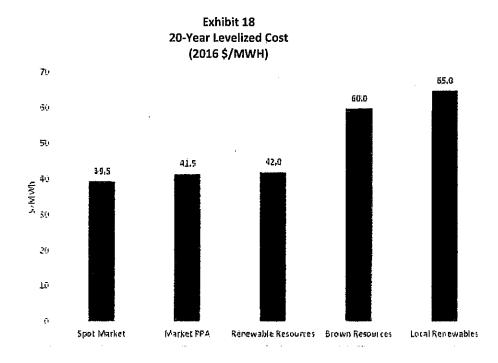
Resource Portfolios

In order to develop pricing options for LACCE customers and evaluate the impact of varying levels of renewable resources in LACCE's portfolios, three resource portfolios were developed: RPS Portfolio, 50 percent renewable portfolio and 100 percent renewable portfolio.

Resource Options

For each of the resource portfolios, a combination of resources has been assumed in order to meet the renewable target, resource adequacy targets, and ancillary and balancing requirements.

Exhibit 18 shows the 20-year levelized resource costs included in this Plan.



COUNTY OF LOS ANGELES - CCE BUSINESS PLAN

Exhibit 18 above includes both spot market and market PPA costs. It is assumed that these costs are primarily for natural gas resources although the specific resource source cannot be determined from a spot market purchase. Market PPA costs are slightly greater than spot market costs in recognition of the cost of the PPA supplier absorbing the market price risk associated with providing a long-term PPA contract price.

The capacity factor for market PPA purchases is assumed to be 100 percent (flat monthly blocks of power). The capacity factor for renewable resources and local renewables is assumed to be 33 percent. The capacity factor for non-renewable resources is assumed to be 80 percent. As noted above, the cost of renewable resources was increased from \$42/MWh to \$52/MWh in the 100 percent renewables case in recognition of the need for a more diverse mix of renewable resources. Again, this higher price may be mitigated if large solar projects continue to be pursued in California.

As shown above, the base case 20-year levelized cost of renewable resources is comparable to the 20-year levelized cost of market purchases. The cost of solar projects has declined significantly over the past few years. The \$42/MWh projection is based on the cost of relatively new solar projects that reflect the decreased costs, on a \$/watt basis, of solar projects and the extension of the Federal production tax credit. The \$/watt is expected to continue to decrease in future years. As such, the cost of the output of solar projects is expected to continue to decrease.

On a \$/watt basis, the cost of smaller scale solar projects is greater than the cost of large scale solar projects. The \$65/MWh cost associated with local renewables reflects this trend. The advantage of local renewable projects is lower transmission costs and less stress on the congested transmission grid.

Portfolio 1: Meet Current RPS Requirements (Baseline Portfolio, similar to current SCE resource mix)

In the first portfolio, LACCE will meet the State RPS requirements shown below:

2017-19: 25 percent

■ 2020-23: 33 percent

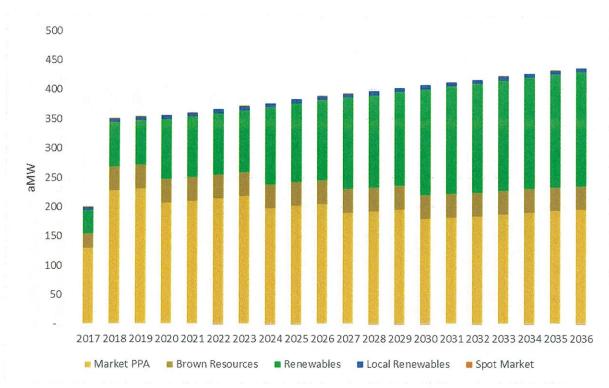
2024-26: 40 percent

2027-29: 45 percent

2030 - 50 percent

As shown above, due to the decrease in the cost of solar projects, the projected cost of renewables is only slightly greater than the cost of market power and less than the cost of greenfield brown resources (e.g. natural gas fired generation). Exhibit 19 shows the power supply portfolio used to serve load in Portfolio 1.

Exhibit 19
Portfolio 1: Meet RPS Requirements

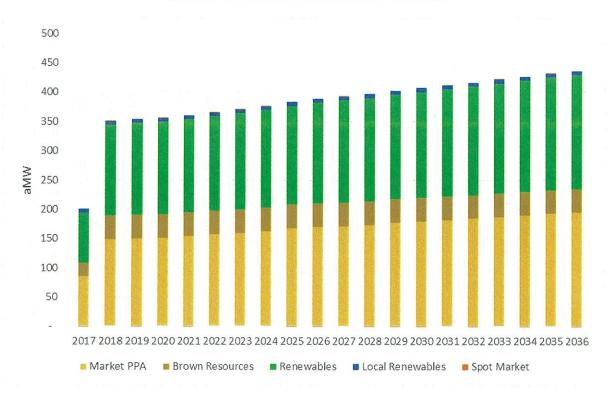


The green bars increase each year along with California's RPS requirements. The costs associated with this portfolio could be reduced if it was assumed that more power was purchased from market PPAs instead of brown resources. The percent of non-renewable energy purchased via market PPAs, as opposed to brown resources, is the same in each of the three portfolios.

Portfolio 2: Serve 50% of Retail Load with Renewables Starting on Day 1

In this portfolio, the 50 percent renewable energy purchase requirement in the RPS is effectively moved up from 2030 to January 1, 2017. The amount of power purchased from the relatively expensive (\$65/MWh 20-year levelized cost) local renewables is held constant at 20 MW with a 33 percent capacity factor in each of the three portfolios. As shown below in Exhibit 20 the green bars showing renewable energy purchases in 2017 through 2029 increased compared to those shown above in Exhibit 19.

Exhibit 20
Portfolio 2: Serve 50% of Retail Load with Renewables

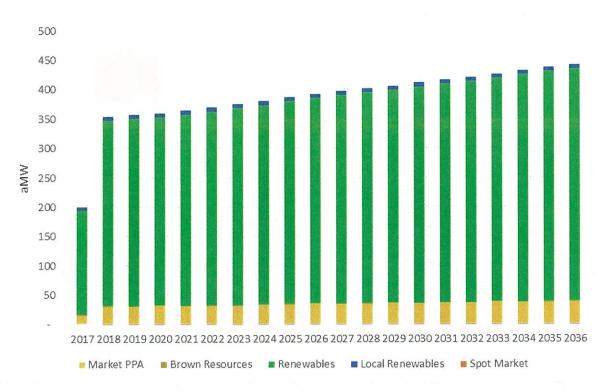


The percentage of non-renewable energy purchased from the more expensive brown resources is approximately the same as Portfolio 1. In all three portfolios, approximately 15 percent of non-renewable energy is purchased from brown resources, which has a base case 20-year levelized cost of \$60/MWh. In all three portfolios, 85 percent of non-renewable energy is purchased at the lower \$41.5/MWh levelized cost associated with market PPA purchases.

Portfolio 3: Serve 100% of Retail Load with Renewables Starting on Day 1

In this portfolio retail loads are served entirely with renewable energy purchases. It is also assumed that 50 MW of local renewable energy projects will be pursued in Phase 3. Exhibit 21 below shows the resource mix used to serve load in Portfolio 3.

Exhibit 21
Portfolio 3: Serve 100% of Retail Load with Renewables



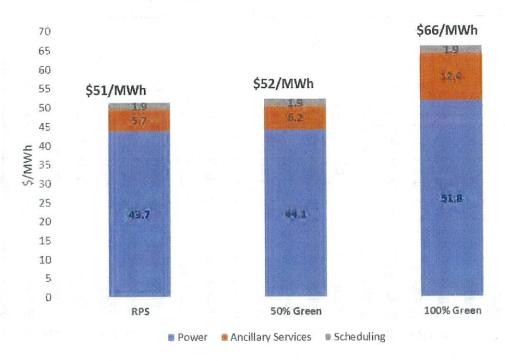
There is a small amount of market PPA and brown resource power included in Portfolio 3 due to distribution and transmission system losses and balancing requirements. The renewable energy requirements in the State's RPS are based on retail energy sales. To be consistent, it was assumed that the 100 percent renewable energy target would only apply to retail energy sales. The same concept applies to Portfolios 1 and 2. For example, renewable energy purchases in Portfolio 2 are equal to 50 percent of projected retail energy sales in all years.

Non-renewable resources will be needed in Portfolio 3 to serve load during hours when renewable resources are not capable of generating power (e.g. when the wind is not blowing or the sun is not shining). Purchasing an amount of renewable generation that is equal to 100 percent of LACCE's retail load will likely result in over-supply in on-peak hours when solar projects are generating power and under-supply in off-peak hours when solar projects are not generating. As such, on-peak energy may need to be exchanged for off-peak energy. The cost of exchanging or firming some of the solar generation into off-peak blocks of energy is reflected in higher ancillary service costs in Portfolio 3.

20-Year Levelized Portfolio Costs

The 20-year levelized costs have been calculated based on the base case assumptions detailed above regarding resource costs and resource compositions under the three portfolios. Exhibit 22 shows a breakdown of power, ancillary service and scheduling costs associated with each portfolio.

Exhibit 22 20-year Levelized Base Case Portfolio Costs (\$/MWh)



As shown above in Portfolios 1 and 2, power costs are fairly similar across the three portfolios. There is not a large variance in power costs in these two portfolios because the majority of power is supplied by market PPA and renewable energy purchases in each portfolio. The projected costs of renewable energy and market PPA purchases are very close. Exhibit 18 shows that at \$42/MWh the projected 20-year levelized cost of renewables is only \$0.5/MWh greater than the projected 20-year levelized cost of market PPA purchases at \$41.5/MWh.

Total costs under Portfolio 3 are approximately \$15/MWh greater than Portfolios 1 and 2. The costs of renewables have been assumed to be \$10/MWh greater in Portfolio 3 than in Portfolios 1 and 2 in recognition of the need for a more diverse mix of renewable resources. This translates into greater power costs (the blue bar) for Portfolio 3.

Each portfolio assumes that 15 percent of non-renewable energy is purchased from brown, natural gas-fired resources with a projected 20-year levelized cost of \$66/MWh. However, since more non-renewable energy is purchased in Portfolio 1 it has the highest percentage of brown resource purchases. In Portfolio 1, 9 percent of power purchases are brown resource purchases, compared to 8 percent in Portfolio 2 and 1 percent in Portfolio 3.

LACCE Cost of Service

This section of the Plan describes the financial pro forma analysis and cost of service for LACCE. It includes estimates of start-up costs, staffing and administrative costs, consultant costs, power supply costs, and SCE charges. In addition, it provides an estimate of start-up working capital and longer-term financial needs.

Cost of Service for LACCE Operations

The first category of the pro forma analysis is the cost of service for LACCE operations. To estimate the overall costs associated with LACCE operations, the following components have been included:

- Power Supply Costs
- Non-Power Supply Costs
 - Start-up costs
 - LACCE staffing and administration costs
 - Consulting Support
 - SCE and regulatory charges
 - Financing costs
- Pass-Through Charges from SCE
 - Transmission and distribution charges
 - · Power Cost Indifference Adjustment (PCIA) Charge
 - Other non-bypassable charges

Once the costs of LACCE operations have been determined, the total costs can be used to develop LACCE rates to be compared to SCE's projected rates.

Power Supply Costs

A key element of the cost of service analysis is the assumption that electricity will be procured under a power purchase arrangement (PPA) for both renewable and non-renewable power until local LACCE resources can be developed. Power supply must be obtained by LACCE's procurement contractor prior to commencing operations. The products required from the third party procurement are energy, capacity, renewable energy, load forecasting and scheduling coordination.

The calculated starting cost of electric power supply, including the cost of the scheduling coordinator and all regulatory power requirements, is between \$43 and \$62 per MWh. This price represents the price needed for a full requirements electricity contract. The variation in price is a function of the desired level of renewable resources.

Non-Power Supply Costs

While power supply costs make up the majority of costs associated with operating LACCE (roughly 80 percent), there are several additional cost components that must be considered in the pro forma financial analysis. These additional non-power supply costs are noted below. This calculation assumed LACCE non-power supply costs began accumulating in June of 2016.

Startup Activities and Costs

Monthly costs associated with LACCE start-up and phasing of customer enrollments include expenditures for program staff/contract staff, associated infrastructure, contractor costs and fees payable to SCE by LACCE. The estimated startup costs include capital expenditures and one-time expenses as well as ongoing expenses that will be accrued before significant revenues from LACCE operations are realized. These cost components are quantified in Exhibit 23 and Exhibit 24 below.

Exhibit 23 Monthly Start-Up Cost Summary							
	Pre-Start Pre-Start						
	June	July	Aug	Sept	Oct	Nov	Dec
Start-Up Costs							
Infrastructure	\$0	\$0	\$45,000	\$35,000	\$25,000	\$25,000	\$25,000
Consultants	\$70,000	\$100,000	\$120,000	\$120,000	\$120,000	\$130,000	\$130,000
Staffing	\$0	\$0	\$45,000	\$55,000	\$55,000	\$55,000	\$55,000
Utility Trans.							
Fee	\$0	\$0	\$0	\$780	\$0	\$0	\$2,938
Total Start-Up	\$70,000	\$100,000	\$210,000	\$210,780	\$200,000	\$210,000	\$212,938

Exhibit 24 Start-Up Costs Summarized by Phase					
		Phase 2			
	Total Pre-Start Costs	2017	2018		
Start-Up Costs					
Infrastructure	\$155,000	\$160,000	\$230,000		
Consultants	\$790,000	\$715,000	\$715,000		
Staffing	\$265,000	\$380,000	\$1,215,000		
Utility Trans. Fee	\$3,718	\$1,132,892	\$230,000		
Total Start-Up	\$1,213,718	\$2,387,892	\$2,390,000		

Other costs related to starting up LACCE's program will be the responsibility of LACCE's contractors. These include capital requirements paid by others, customer information system costs, electronic data exchange system costs, call center costs, and billing administration/settlements systems costs. The costs payable by LACCE are contained in Exhibit 24.

Estimated Staffing Costs

Staffing is a key component of the start-up. Staff will be added incrementally to match workloads involved in forming LACCE, managing contracts, and initiating customer outreach/marketing during the pre-operations period.

Exhibit 25 provides the estimated staffing budgets for the startup period (Phase 1 and Phase 2 of LACCE implementation). Staffing budgets include direct salaries and benefits. For start-up, it is

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anticipated that LACCE will employ one assistant Executive Director and one manager of policy and regulatory affairs. The remaining functions will be performed by consultants. Exhibit 25 details the anticipated staffing of LACCE.

Exhibit 25 Staffing Plan					
Number of Staff	Pre Start-Up	2017	2018		
Executive Director	0	1	1		
Assistant Executive Director	1	1	1		
Legal, Policy & Regulatory Manager	1	1	1		
Regulatory Analyst	0	1	1		
Administrative Assistant	0	1	1		
Finance & Rates Manager	0	1	1		
Rates Analyst	0	1	1		
Accounting & Billing Analyst	0	1	1		
Human Resources Manager	0	1	1		
HR Specialist	0	1	1		
Sales & Marketing Manager	0	1	1		
Energy Efficiency Program Manager	0	0	1		
Account Representatives	0	0	1		
Communication Specialists	0	0	1		
IT Manager	0	1	1		
IT Specialist	0	0	1		
Total Number of Employees	2	12	17		
Total Staffing Costs	\$45,000*	\$1,595,000	\$3,396,600		

^{*}Represents only partial year.

Based on this staffing plan, LACCE will initially employ 2 staff members. Once LACCE has expanded its service area to the unincorporated County and operated for one year, it is anticipated that staffing will increase to approximately 17 employees. These positions to be hired by LACCE over the first two years are described below:

Executive Director

The Executive Director will be responsible for overseeing LACCE operation and ensuring that the vision of the JPA Board is followed. The Executive Director will ultimately be responsible for all LACCE programs, finances and communication programs plus be accountable to the Board.

Assistant Executive Director

The Assistant Executive Director will oversee the day to day operation of LACCE. In particular, this staff position will work closely with outside consultants, and oversee hedging and power procurement, resource portfolio strategy, CAISO settlements and other financial planning and rate setting analysis. Behind the meter LACCE programs will also be coordinated through this position.

Policy and Regulatory Manager

The Policy and Regulatory Manager will oversee the legal and regulatory functions of LACCE. This position will work closely with the CPUC and State/Federal legislators. LACCE will require ongoing regulatory representation to file resource plans, resource adequacy compliance, compliance with

California RPS, and overall representation on issues that will impact LACCE and its customers. LACCE will maintain an active role at the CPUC, CEC, FERC and the California legislature.

Finance and Rates Manager

The Finance and Rates Manager oversees LACCE's budgets and accounting functions. In addition, this person will develop annual budgets, rates and credit policies for approval by the Board. Managing the overall financial aspects of LACCE is expected to be a significant work activity.

Sales and Marketing Manager

The Sales and Marketing Manager is responsible for the enrollment and notification of new customers. In addition, this staff person will market LACCE, and provide on-going communication with LACCE's communities and customers. A significant amount of customer service and key account representation will be necessary in addition to regular marketing services. This position will be the point person for the outsourced data management and customer service consultants.

Administrative Assistance

The staffing plan assumes a full-time administrative assistance will be added during the pilot phase to provide administrative assistance to management.

Future Staff

As additional customers join LACCE, duties can be shifted from third-party consultants to in-house staff if internal staffing is more cost effective.

Estimated Infrastructure Costs

Infrastructure or overhead needed to support the organization includes computers and other equipment, office furnishings, office space and utilities. These expenses are estimated at \$155,000 during program pre-startup. Office space and utilities are ongoing monthly expenses that will begin to accrue before revenues from program operations commence and are therefore assumed to be financed as shown in Exhibit 26 and Exhibit 27.

Exhibit 26 Monthly Estimated Infrastructure Costs							
	Pre-Start						
	June	July	Aug	Sept	Oct	Nov	Dec
Infrastructure Costs							
Computers	\$0	\$0	\$10,000	\$5,000	\$0	\$0	\$0
Furnishings	\$0	\$0	\$10,000	\$5,000	\$0	\$0	\$0
Office Space	\$0	\$0	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Utilities/Other							
Office Supplies	\$0	\$0	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Total Start-Up	\$0	\$0	\$45,000	\$35,000	\$25,000	\$25,000	\$25,000

Exhibit 27 Estimated Infrastructure Cost by Phase						
		Phase 1	Phase 2			
	Total Pre-Start Costs	2017	2018			
Infrastructure Costs						
Computers	\$15,000	\$5,000	\$40,000			
Furnishings	\$15,000	\$5,000	\$40,000			
Office Space	\$75,000	\$90,000	\$90,000			
Utilities/Other Office Supplies	\$50,000	\$60,000	\$60,000			
Total Infrastructure Costs	\$155,000	\$160,000	\$230,000			

It is estimated that the per employee start-up cost is approximately \$10,000. This expense covers computer and furniture needs. An additional annual expense of \$180,000 for office space, and approximately \$120,000 per year in office supplies and utilities costs is expected.

Utility Implementation and Transaction Charges

The estimated costs payable to SCE for services related to LACCE start-up include costs associated with initiating service with SCE, processing of customer opt-out notices, customer enrollment, post enrollment opt-out processing, and billing fees. These distribution utilities fees are explicitly stated in the relevant SCE tariffs.

Customers who establish service with LACCE will be automatically enrolled in the program and have sixty days from the date of enrollment to customer opt-out of the program. Such customers will be provided with two opt-out notices within this sixty-day post enrollment period. The first notice will be mailed to customers approximately sixty days prior to the date of automatic enrollment. A second notice will be sent approximately thirty days later. As required by CPUC regulations, LACCE will use SCE's opt-out processing service. Following automatic enrollment, two additional opt-out notices will be provided within the sixty-day period following customer enrollment. It is estimated that the charges for the opt-out notices will be approximately \$10,000 for 2016 and \$3.1 million for 2017, as shown in Exhibit 28 and Exhibit 29.

		Mon	Exhibi othly Utility To	t <mark>28</mark> ransaction Fe	es		
	Pre-Start						
	June	July	Aug	Sept	Oct	Nov	Dec
Enrollment Charges	\$0	\$0	\$780	\$0	\$0	\$2,938	\$6,203
Ongoing Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total SCE Transaction Fee	\$0	\$0	\$780	\$0	\$0	\$2,938	\$6,203

Exhibit 29 Utility Transaction Fees by Phase					
		Phase 2			
	Total Pre-Start Costs	2017	2018		
Enrollment Charges	\$9,921	\$1,128,588	\$1,212,268		
Ongoing Charges	0	4,305	779,791		
Total SCE Transaction Fees	\$9,921	\$1,132,892	\$1,992,059		

Estimates of Third Party Consultant Costs

Contractor costs include outside assistance for advertising, legal services, resource and financial planning, implementation support, customer enrollment, customer service, and payment processing/accounts receivable and verification. The latter three will be provided by LACCE's customer account services provider, and these preliminary estimates will be refined as the services and costs provided by the selected contractor are negotiated. Exhibit 30 and Exhibit 31 show the estimated contractor costs during the startup period.

Exhibit 30 Monthly Estimated Consultant Costs							
	Pre-Start Pre-Start						
	June	July	Aug	Sept	Oct	Nov	Dec
Legal/Regulatory	\$20,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Communication	\$0	\$0	\$0	\$0	\$0	\$10,000	\$10,000
Data Management	\$0	\$0	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Financial Consulting	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Total Consultant Costs	\$70,000	\$100,000	\$120,000	\$120,000	\$120,000	\$130,000	\$130,000

Exhibit 31 Estimated Consultant Costs by Phase					
		Phase 2			
	Total Pre-Start Costs	2017	2018		
Legal/Regulatory	\$320,000	\$250,000	\$250,000		
Communication	\$20,000	\$200,000	\$200,000		
Data Management	\$100,000	\$12,960	\$2,377,248		
Financial Consulting	\$350,000	\$265,000	\$265,000		
Total Consultant Costs	\$790,000	\$727,960	\$3,092,248		

The estimate for each of the services is based on costs experienced by other CCEs.

Cash Flow Analysis and Working Capital

This cash flow analysis estimates the level of working capital that will be required until full operation of LACCE is achieved. For the purposes of this analysis, it is assumed that LACCE pre-operations begin in June 2016 and continue through the end of 2016. In general, the components of the cash flow analysis can be summarized into two distinct categories: (1) Cost of LACCE operations, and (2) Revenues from LACCE operations. The cash flow analysis identifies and provides monthly estimates for each of these two categories. A key aspect of the cash flow analysis is to focus primarily on the monthly costs and revenues associated with LACCE and specifically account for the transition or "Phase-In" of LACCE customers. The cash flow analysis assumes the phase-In schedule for LACCE as described previously.

The cash flow analysis also provides estimates for revenues generated from LACCE operations or from electricity sales to customers. In determining the level of revenues, the cash flow analysis assumes the customer phase-in schedule noted above, and assumes that LACCE provides a discount of 4.0 percent from the existing rates for each customer class, where pre-operations run from June 1, 2016 to December 31, 2016. Thereafter, Phase 1 starts in January 2017 and Phase 2 starts in July 2017.

The results of the cash flow analysis provide an estimate of the level of working capital required for LACCE to move through the pre-operations period. This estimated level of working capital is determined by examining the monthly cumulative net cash flows (revenues minus cost of operations) based on assumptions for payment of costs by LACCE, along with an assumption for when customer payments will be received. The cash flow analysis assumes that customers will make payments within 60 days of the service month, and that LACCE will make payments to suppliers within 30 days of the service month. This analysis is somewhat conservative because customer payments begin to come in soon after the bill is issued, and most are received before the due date. At the same time, some customer payments are received well after the due date. The 30-day net lag is a conservative assumption for cash flow purposes.

For purposes of determining working capital requirements related to power purchases, LACCE will be responsible for providing the working capital needed to support electricity procurement unless the electricity provider can provide the working capital as part of the contract services. In addition, LACCE will be obligated to meet working capital requirements related to program management. For this Plan, it is assumed that this working capital requirement is included in the short term financing associated with start-up funding.

A summary of working capital needs is presented below on Exhibit 32.

Exhibit 32						
Working Capital Needs						
	2016	2017				
Working Capital	\$6,500,000	\$42,000,000				

Total Financing Requirements

The start-up of the LACCE program will require a significant amount of capital for three major functions: (1) staffing and contractor costs; (2) program initiation; and (3) working capital. Each of these anticipated requirements is discussed below.

Staffing costs for the pre-implementation period (June 2016 through December 2016) are estimated to be approximately \$265,000. Contractor costs for the same time period are estimated to be approximately \$790,000. These costs include: advertising/communications, consulting, legal, and data management.

LACCE initiation costs include the infrastructure that LACCE will require (office space, utilities, computers) as well as the distribution utility fees for initiating LACCE. Infrastructure costs are estimated to be approximately \$155,000 and the distribution utility fees are estimated to be approximately \$1,140,000.

The Public Utilities Code requires demonstration of insurance or posting of a bond sufficient to cover reentry fees imposed on customers that are involuntarily returned to SCE service under certain circumstances. In addition, SCE requires a bond equivalent to two months of transaction fees.

During the start-up and pilot periods, the total financing requirements are estimated to be approximately \$10 million, increasing to approximately \$40 million following enrollment of unincorporated County customers. The first \$10 million is needed in early summer of 2016.

Financing Plan

The initial start-up funding will be provided via short-term financing. LACCE will recover the principal and interest costs associated with the start-up funding via subsequent retail rates. It is anticipated that the start-up costs will be fully recovered within the first two years of LACCE operations.

The anticipated start-up and working capital requirements for LACCE through Phase 1 are approximately \$10 million. Once the LACCE program is up and running, these costs would be recovered through retail rates. Actual recovery of these costs will be dependent on third-party electricity purchase prices and decisions regarding initial rates for Phase 1 customers.

Additional financing will be needed at the beginning of Phase 2. Depending on market conditions and payment terms established with the third-party suppliers, the loan may need to be increased to approximately \$42 million for the start of Phase 2. This number will be refined as the LACCE program becomes operational, and bids are received from power providers.

Appendix B contains a preliminary discussion from Public Financial Management, Inc. (PFM) on the options available to LACCE for funding the first two phases of LACCE operations. Based on this information, the Plan's financial analysis assumes that LACCE can obtain a loan for the first \$10 million with a term of 2 years at a rate of 5.5 percent. The second loan for \$42 million is assumed for a 20-year term at 5.5 percent.

Products, Services, Rates Comparison and Environmental/Economic Impacts

This section of the Plan provides a comparison of service and rates between SCE and LACCE. Rates are evaluated based on total LACCE electric total bundled rates as compared to SCE's total bundled rates. Total bundled electric rates include the rates charged by LACCE, including non-bypassable charges, plus SCE's delivery charges. This section also includes the environmental impacts based on the reduction in Green House Gases (GHG), and the economic development impact on local jobs and overall economic activity created by LACCE programs.

Rates Paid by SCE Bundled Customers

The average customer weighted SCE rates have been calculated based on current rate schedules and LACCE's projected customer mix. SCE's current 2016 rates and surcharges have been applied to customer load data aggregated by major rate schedules to form the basis for the SCE rate forecast.

The average SCE delivery rate, which is paid by both SCE bundled customers and LACCE bundled customers, has been calculated based on the forecasted customer mix for LACCE. For future years, the SCE rate forecast assumes the delivery costs will increase by 2 percent per year, a conservative assumption given the history of SCE rate increases.

Similarly, the current average power supply rate component for SCE bundled customers has been calculated based on the estimated LACCE customer mix. The SCE power supply rate component has been forecast to increase based on SCE's most recent filings and incorporating the increased RPS requirement mandated by SB 350. In the 2015/2016 Energy Resource Recovery Account (ERRA) filing, SCE reduced overall power supply rates due to lower than anticipated fuel and purchase power, over collection in balancing accounts, and adjustment of GHG costs and allowance revenues. Some of these adjustments are one time only and of short duration while others are due to the current energy market in California. For 2017, SCE rates have been normalized to remove the one-time impact of over collection of balancing accounts and other onetime adjustments. Finally, the SCE power supply rates have been projected to increase based on the renewable and non-renewable market price forecast, regulatory requirement for RPS, storage requirement(s) and resource adequacy objectives.

Rates Paid by LACCE Customers

It is anticipated that LACCE's rate designs will initially mirror the structure of SCE's rates so that similar rates can be provided to LACCE's customers. In determining the level of LACCE rates, the financial analysis assumes the customer phase-in schedule noted above and that the implementation phase costs are financed via a start-up loan.

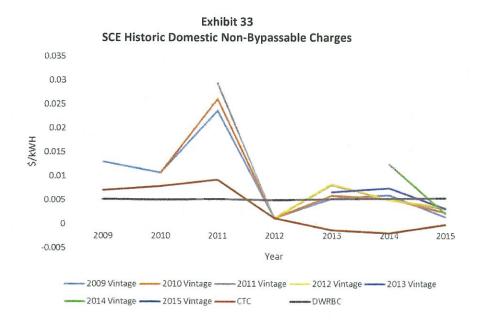


In addition to paying LACCE's power supply rate, LACCE customers will pay the SCE delivery rate and several non-bypassable charges. The calculation of the delivery rate is described earlier. The non-bypassable charges that are payable to SCE by LACCE customers include:

- Power Cost Indifference Adjustment (PCIA)
- Department of Water Resources Bond Charge (DWRBC)
- Competition Transition Charge (CTC)
- Generation Municipal Surcharge (or Franchise Charge)

The DWRBC is the charge to recover the interest and principle of the California Department of Water and Resources (DWR) bonds. The CTC is the ongoing charge which recovers the above market costs of utility generation. The PCIA is a charge that is designed to keep bundled customers indifferent when other customers leave bundled service. The PCIA is calculated annually by subtracting the market price of wholesale power from the incumbent utility's average cost of power supply based on a methodology determined by the CPUC.⁴

Exhibit 33 provides the historic values of the PCIA, CTC and DWRBC for the residential customer class (domestic schedule). It is important to note that the non-bypassable charges differ by the vintage of a CCA. The vintage of the CCA depends on when the CCA provides a binding notice of intent to SCE.



Note that CARE and medical base line customers do not pay the DWRBC or PCIA charges.

For this Plan, it is assumed in the base case that the PCIA charges are based on the differential between SCE's generation cost and market prices. If the difference between SCE's power costs and

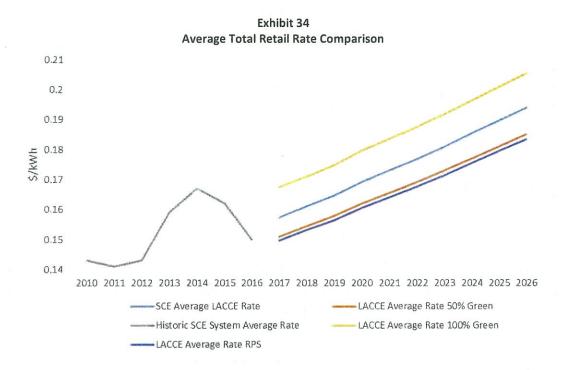
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⁴ See D.-6-07-030 as modified by D. 11-12-018.

market prices declines, then the PCIA will decline. The PCIA increases if the difference between market price and SCE generation costs increases. For this Plan, the PCIA is forecast to increase initially due to the end of offsetting credits that expire in 2018. Post-2018, the PCIA is expected to grow based on the inverse of the market price growth rate. As market prices increase, SCE's surplus resources become more cost effective and the PCIA therefore decreases.

Rate Impacts

Based on LACCE's projected power supply costs/operating costs and SCE's power supply/delivery costs, forecasts of LACCE and SCE total rates have been developed. These rates are illustrated below on Exhibit 34.



As can be seen above, LACCE RPS residential rate with an equal amount of renewable power (28 percent) to what SCE currently offers is .9¢/kWh or 5.4 percent lower than SCE's 2017 rates. LACCE residential rate with 50 percent renewable power (compared to SCE's 28 percent) is .7¢/kWh or 4.1 percent lower than SCE's rates for roughly twice the amount of green renewable power. LACCE residential rate with 100 percent green power (compared to SCE's 28 percent) is 1.1¢/kWh or 6.3 percent higher, but this additional amount comes with almost four times more renewable power than the comparable SCE rate. These rate calculations assume all bill savings associated with forming LACCE will be refunded to the residences and businesses within the County. Based upon final LACCE policy direction, some of these savings could be retained by LACCE to build up financial reserves and/or build more local renewable energy projects.

As an alternative to its standard rates with 28 percent renewable power, SCE also offers rates which feature 50 percent and 100 percent renewable power. For the residential customers, SCE estimates energy costs to be 3.5 cents per kWh higher for each kWh served on the green rate. The LACCE

rates for 50 percent and 100 percent renewable power for residential customers are therefore estimated at 12-13 percent lower.

Based on these assumed LACCE discounts off the comparable SCE rate, Exhibit 35 provides a comparison of the indicative bundled rates for LACCE's products compared to the current SCE rate.

Exhibit 35 Indicative Rate Comparison (\$/kWh)						
Rate Class	SCE Bundled Rate*	LACCE RPS Bundled Rate	LACCE 50% Green Bundled Rate	LACCE 100% Green Bundled Rate		
Residential	17.1	16.2	16.4	18.2		
GS-1	16.6	15.7	15.9	17.7		
GS-2	15.8	15.0	15.2	16.9		
GS-3	14.5	13.8	13.9	15.5		
PA-2	12.6	12.0	12.1	13.4		
PA-3	10.4	9.9	10.0	11.1		
TOU-8 Secondary	13.1	12.4	12.6	14.0		
TOU-8 Primary	11.7	11.1	11.2	12.5		
TOU-8 Substation	7.5	7.1	7.2	8.0		
Total LACCE Rate Savings (Increases)		5.4%	4.1%	(6.3%)		

^{*}SCE bundled average rate based on Table 3 in Advice 3319-E-A.

A financial proforma in support of these rates can be referenced in Appendix C.

Local Resources/Behind the Meter LACCE Programs

LACCE should plan to establish a Net Energy Metering ("NEM") program for qualified customers in their service territory to encourage Distributed Energy Resources (DER). In addition, LACCE will work with State agencies and SCE to promote deployment of DER within LACCE's service territory, with the goal of maximizing use of the available incentives that are funded through current utility distribution rates and public goods surcharges.

LACCE should also establish a program which offers a combination of retail tariffs, rebates, incentives and other bundled offerings intended to increase customer participation in demand-side programs including: renewable distributed generation, energy storage, energy efficiency, demand response, electric vehicle charging, and other clean energy benefits defined as Distributed Energy Resources (DER). LACCE will work with State agencies and SCE to promote deployment of DERs in specific and targeted locations throughout SCE's distribution grid in order to help support efficient grid operations and maintenance as part of development of the future "smart grid.".

Additionally, LACCE will pursue energy efficiency programs at a faster pace than SCE. Below are ongoing activities undertaken by the SoCalREN under two current proceedings at the CPUC which are leading to a transformation of the energy industry.

Under the CPUC's current Energy Efficiency Proceeding (R. 13-11-005), the SoCalREN has already been established as an independent administrator of energy efficiency funding provided from Southern California Edison and Southern California Gas Company ratepayers. The current proceeding seeks to establish energy efficiency programs under a "Rolling Portfolio" funding cycle

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which could provide stable, predictable program funding for up to 10 years. The "Rolling Portfolio" concept will allow energy efficiency program administrators, like the SoCalREN, to conduct more strategic planning, development and implementation of programs.

Under the CPUC's current Distribution Resource Plans (R.14-08-013), and Distributed Energy Resources (R. 14-10-003) Proceedings, the SoCalREN is a proceeding participant seeking to help establish resource programs which are comprehensive (i.e., include all demand side management resources such as energy efficiency, storage, demand reduction, distributed generation) and which are compensated for multiple benefits that they produce (energy efficiency, real-time grid operations benefits, reduced grid operations and maintenance expenses, and greenhouse gas reductions). Each of these proceedings examine different aspects of creating, integrating and funding distributed energy resources.

CCEs, as entities that can provide wholesale power and design retail rates without lengthy and expensive regulatory proceedings, and as entities that can design and implement other end-user programs using wholesale power or other revenues, are uniquely positioned to be valued partners of investor-owned utilities who would retain their role as distribution grid operators. CCEs program and rate flexibilities can perfectly complement utilities efforts to maximize grid operations and flexibility in a world where behind the meter (and ahead of the meter) distributed generation, energy storage, thermal storage, electric vehicle charging, demand reduction and energy efficiency will increase dramatically. CCEs can partner with utility grid operators in aggregating and financing locational-specific distributed resources in grid areas of specific needs as well in assisting IOUs in investing in these distributed resources.

The SoCalREN is already funded and operational, and is an active participant in these new proceedings. This is advantageous in that any new CCE would typically have to apply for energy efficiency or other CPUC funding under regulated proceedings.

Impact of Resource Plan on Greenhouse Gas (GHG) Emissions

The amount of renewable power in SCE's power supply portfolio is 28 percent⁵ and will rise to 33 percent by 2020. LACCE is committed to reductions in greenhouse gas emissions. Based on the power supply strategy described previously, GHG emission reductions resulting from the formation of LACCE are estimated to range from 289,080 to 505,890 tons CO_2e per year by 2019 assuming a 50 percent RPS target is achieved. The baseline for comparison is the projected resource mix used by SCE in the same time period. Exhibit 36 details these reductions.

⁵ http://www.cpuc.ca.gov/RPS_Homepage/

Exhibit 36 Baseline Comparison of GHG Reduction by LACCE						
	2017	2018	2019			
Forecast Renewables (50% Renewables) LACCE (MWH) – Phase 2	1,438,275	1,459,854	1,459,854			
LACCE RPS (MWH) – Phase 2	730,029	737,154	737,154			
Additional Green Power	708,246	722,700	722,700			
CO2 reduction – Low (Metric Tons of CO₂e)	283,298	289,080	289,080			
CO2 reduction – High (Metric tons of CO2e)	495,772	505,890	505,890			

These reductions in GHG emissions associated with LACCE operations are significant. Assuming only Phase 2 loads (all unincorporated County loads) are being met by LACCE, CO₂e emissions associated with in-County electricity use will be reduced by 1-2 percent. At full Phase 3 build-out, CO₂ emissions associated with in-County electricity use will be reduced roughly 12-25 percent by LACCE operations.

Economic Development

The analyses contained in this Plan of forming LACCE has focused only on the direct effects of this formation. However, in addition to direct effects, indirect microeconomic effects are also encountered.

The indirect effects of creating LACCE include the effects of increased commerce and improved environmental and health conditions. Within this Plan, an Input/Output (IO) analysis is undertaken to analyze these indirect effects. The IO model turns on the assumption that forming LACCE will lead to lower energy rates for their customers. Three types of impacts are analyzed in the IO model. These are described below.

Local Investment – LACCE will likely choose to implement programs to incentivize investments in local distributed energy resources (DER). Participants in LACCE may pursue local clean DER. These resources can be behind the meter or community projects where several customers participate in a centrally located project. This demand for local resources will lead to an increase in the manufacturing and installation of DER and lead to an increase in employment the manufacturing and construction sectors.

Increased Disposable Income — Establishing LACCE will lead to reduced customer rates for energy, more disposable income for individuals and greater revenues for businesses. These cost savings would then lead to more investment by individuals and businesses for personal or business purposes. This increase in spending will then lead to increased employment for multiple sectors such as retail, construction, and manufacturing.

Environmental and Health Impacts – With the creation of LACCE, other non-commerce indirect effects will occur. These may be largely environmental such as improved air quality or improved human health due to LACCE adopting mainly renewable energy sources versus continuing use of traditional energy sources. This resource strategy significantly reduces GHG emissions compared with SCE's current resource mix. While the change in GHG emissions is not modeled directly in

economic development models used in this Plan, the reduction of these GHGs may be captured in indirect effects projected by the models.

Input-Output Modeling (IO modeling)

IO modeling is a quantitative analysis representing relationships (dependence) between industries in an economy. IO models are based on the implicit assumption that each basic sector has a multiplier, or ripple effect, on the wider economy because each sector purchases goods and services to support that sector. IO modeling estimates the inter-industry transactions and uses those transactions to estimate the economic impacts of any change to the economy.

The IO model used in the Plan, IMPLAN, displays the economic impacts of changes in rates into four categories: employment, labor income, value added, and output. Employment is the number of jobs gained or lost. Labor income involves the increase in salaries and wages for current and newly gained or lost employees. Value added, similar to Gross Domestic Product (GDP), is the payment to labor and capital used in production of a particular industry.

IO models are made up of matrices of multipliers between each industry present in an economy. Each column shows how an industry is dependent on other industries for both its inputs to production and outputs. The tables of multipliers can be used to estimate the effects in changes in spending for various industries, household consumption, or labor income. Both positive and negative impacts can be measured using IO modeling. IO modeling produces results broken down into several categories. Each of these is described below:

- **Direct Effects** Increased purchases of inputs used to produce final goods and services purchased by residents. Direct effects are the input values in an IO model, or first round effects.
- Indirect Effects Value of inputs used by firms affected by direct effects (inputs). Economic activity that supports direct effects.
- Induced Effects Results of Direct and Indirect effects (calculated using multipliers). Represents economic activity from household spending.
- Total Effects Sum of Direct, Indirect, and Induced effects.
- Total Output Value of all goods and services produced by industries.
- Value Added Total Output less value of inputs, or the Net Benefit/Impact to an economy.
- Employment Number of additional/reduced full time employment resulting from direct effects.

This study uses value added and employment figures to represent the total additional economic impact for each Project Alternative. IMPLAN has been used in this Plan to gauge the impacts on the County of retail rate reductions associated with forming LACCE. These impacts are discussed in detail below.

Increase in Disposal Income Associated with Rate Reduction Impacts

Exhibit 37 shows the effects \$20 million in rate savings will have on the County's economy. The \$20 million rate savings represents the minimum bill savings per year achievable by LACCE once Phase 3 operations begin. Direct effects from reduced rates are expected to add 98 jobs. Indirect effects

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are expected to add about 10 jobs. The induced effects of the project create approximately 211 jobs in the County with over \$9.6 million in labor income. It is also projected that the total value added will be approximately \$15.9 million and output close to \$24.2 million. Exhibit 37 details the macroeconomics on the County of the anticipated LACCE customer bill reductions.

		Exhibit 37		
	\$20 Million Rate	Savings Effects on Co	unty Economy	
Impact Type	Employment	Labor Income	Total Value Added	Output
Direct Effect	98.3	\$3,674,939	\$5,376,863	\$7,099,612
Indirect Effect	10.4	\$608,838	\$1,057,593	\$1,677,591
Induced Effect	102.1	\$5,319,262	\$9,472,599	\$15,391,851
Total Effect	210.7	\$9,603,040	\$15,907,056	\$24,169,054

These savings are based on the economic construct that households will spend some share of the increased disposable income on more goods and services. This increased spending on goods and services will then lead to producers either increasing the wages of their current employees or hiring additional employees to handle the increased demand. This in turn will give the employees a larger disposable income which they spend on goods and services and thus repeating the cycle of increased demand. Again, these macroeconomic impacts shown on Exhibit 37 could be 6-7 times greater at Phase 3 build-out.

DER Development Impacts

The economic impacts of DER development are estimated using the Jobs and Economic Development Impact (JEDI) model. JEDI estimates the effects of DER development on construction industries and the local economy. JEDI was initially developed by the National Renewable Energy Laboratory to demonstrate the economic benefits associated with constructing and operating wind and photovoltaic systems in the United States. JEDI has since been expanded to analyze similar economic impacts for various energy sources such as biofuels, coal, concentrating solar power, geothermal, marine and hydrokinetic power, and natural gas. A primary goal of JEDI is that it is being used as a tool for system developers, renewable energy advocates, government officials, decision makers, and others to easily identify the local economic impacts associated with constructing and operating these systems on the economy as a whole, whether through direct and indirect effects.

Users input general information about a particular energy project, such as the project location, the type of system being installed, nameplate capacity, annual operations and maintenance costs, and others. JEDI has default but modifiable data regarding various aspects of each energy system type, such as equipment costs, tax parameters, and labor costs. JEDI then uses the input general information and the data, default or modified, to run calculations on the types of economic effects produced by the proposed project. This model can output projected direct job creation by industry, indirect job and business increases due to the project, projected operation costs, and more.

In order for JEDI to provide information, it must be populated with detailed data for the assumed DER project. Projected system data, type of solar cell, nameplate capacity (kW), and the number of systems. As an example of the macroeconomic activity caused by local DER deployment, this Plan assumes the installation of a 50 crystalline silicon, fixed mount solar systems with nameplate

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capacities of 1 MW each for a total capacity of 50 MW. It is anticipated that LACCE will ultimately install a number of larger local solar projects such as the one described above. Exhibit 38 describes the macroeconomic impacts of constructing only one of these local solar projects.

	Exhibit 38		
Projected Solar Sys	tems Impacts or	1 County's Economy	
Description	Jobs	Earnings, \$000	Output (GDP), \$000
During Construction and Installation Period	· ·		
*Project Development and Onsite Labor Impacts			
Construction and Installation Labor	342.5	\$22,182	
Construction and Installation			
Related Services	374.3	\$20,007	
Subtotal	716.8	\$42,189	\$67,620
*Module and Supply Chain Impacts			
Manufacturing Impacts	0.0	\$0	\$0
Trade (Wholesale and Retail)	79.4	\$4,425	\$12,887
Finance, Insurance and Real Estate	0.0	\$0 ·	\$0
Professional Services	53.9	\$2,326	\$6,908
Other Services	141.4	\$15,048	\$42,364
Other Sectors	317.1	\$10,656	\$19,428
Subtotal	591.7	\$32,455	\$81,587
Induced Impacts	326.7	\$13,067	\$39,092
Total Impacts	1,635.3	\$87,710	\$188,298
During Operating Years			
*Onsite Labor Impacts			
PV Project Labor Only	9.2	\$555	\$555
*Local Revenue and Supply Chain Impacts	2.7	\$145	\$458
*Induced Impacts	1.9	\$74	\$221
Total Impacts	13.8	\$774	\$1,235

Exhibit 38 shows the construction and ongoing effects of building 50, 1 MW solar power systems. It is projected that roughly 1,635 jobs will be created during construction and installation. Of this total, about 719 jobs will be directly involved in construction and installation while roughly 592 jobs will be indirectly involved with the building of the project. Induced impacts of the construction and installation will create approximately 327 jobs. These induced effects may include anything from increased employment in restaurants, retail, education, and others. Overall, the building of this one solar project is projected to create \$87 million in earnings and \$188 million in output (GDP) in the local economy along with 1,636 jobs during construction and 14 full-time jobs ongoing. LACCE will need 2,000 – 3,000 MW of solar power plants at Phase 3 build-out so the potential employment impact on the County could be very significant.

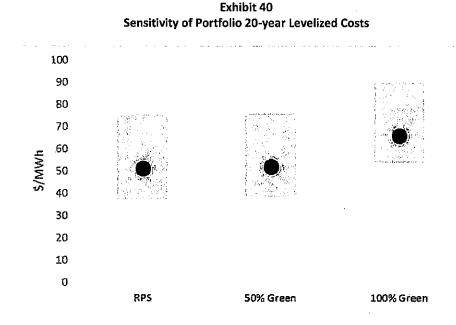
Sensitivity Analysis

The aforementioned economic analysis provides the base case analysis of forming LACCE. This base case is predicated on numerous assumptions and estimates that influence the overall results. This section of the Plan will provide the range of impacts that could result from changes in the most significant variables. In addition, this section will address risks that cannot be quantified, but should be addressed and mitigated to the maximum amount possible. Each key assumption is discussed, a band of uncertainty is established and LACCE's rate impacts associated with factoring in this uncertainty is developed for each key variable.

Since resource costs are based on forecast natural gas, wholesale market and renewable market prices, it is prudent to look at the sensitivity of the 20-year levelized cost calculation to fluctuations in these projections. Exhibit 39 below shows a summary of low, base, and high resource costs.

	Low, Ba			Exhibit 39 Low, Base and High 20-year Levelized Resource Costs (\$/MWh)							
Case	Market PPA	Portfolio 1 and 2 Renewables	Portfolio 3 Renewables	Brown Resources	Local Renewables						
Low Case	25.0	32	40	45	45						
Base Case	41.5	42	52	60	65						
High Case	70.0	62	76	80	85						

The 20-year levelized costs of each portfolio has been calculated using the range of resource costs shown above. The base case costs are depicted by the black dots in Exhibit 40.



Portfolio 3, which relies on renewable energy purchases to serve all retail loads, has the highest projected costs that range from a low of \$54/MWh to a high of \$90/MWh. The low case for Portfolio 3 (\$54/MWh) is greater than the base case for both Portfolios 2 and 3. The likelihood of solar costs

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increasing to the point that 20-year levelized costs are near \$62/MWh seems unlikely. All signs point to decreases in solar equipment costs on a \$/watt basis. There have been significant decreases in solar costs over the past few years. Given the financial incentives targeted at the solar industry as well as the continuing advances in technology, it seems very unlikely that solar costs will increase over the next 10 to 20 years.

The potential for market PPA prices to increase to the high case of \$70/MWh has a much higher likelihood. Wholesale market prices are dependent on many factors the most notable of which are natural gas prices. Natural gas prices are at historic lows and wholesale market prices have followed. However, natural gas prices are subject to variety of local, national and international forces that could drastically alter the current market place. For one, increased regulation of the natural gas industry with respect to the deployment of fracking technology could cause decreases in natural gas supplies and commensurate increases in natural gas prices. If natural gas prices increased, it is highly likely that electric wholesale market prices would also increase.

When evaluating risks, it is important to note that power supply costs are approximately 79 percent of the total CCE costs, SCE non-bypassable charges account for 13 percent and CCE operating costs account for 8 percent of total CCE revenue requirement.

Loads and Customer Participation Rates

The Plan bases the 20-year load forecasts on expected load growth, load profiles and participation rates. In order to evaluate the potential impact of varying loads, low, medium, and high load forecasts have been developed for the sensitivity analysis. SCE made available load shape profiles by customer class for the entire SCE service area. These load profiles were applied to all customer loads despite the varying climate zones within the County.

Another assumption that can impact the costs of LACCE are the customer participation rates. This Plan uses a conservative participation rate as the base case. A higher participation rate will increase energy sales relative to the base case and decrease the fixed costs paid by each customer. On the other hand, a reduced participation rate will increase the fixed costs to LACCE participants. Sensitivity to changes in projected loads has been tested for the high and low load forecast scenarios. For the sensitivity analysis, the high case assumes an additional 10 percent participation rate, while the low case assumes the participation rate is reduced by 50 percent. The low case assumes a 0 percent growth in energy and customers after 2017, while the high scenario assumes a 5 percent growth in energy and customers.

SCE Rates and Surcharges

The base case forecast of SCE rates assumes delivery rates increase at 2 percent per year and generation rates increase approximately 2.0 percent based on the projected market prices and renewable resource growth rates.

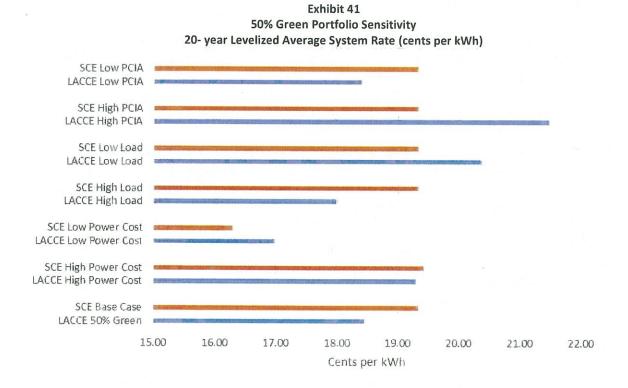
There are numerous factors that could impact SCE's rates in addition to the market price impacts described above. Regulatory changes, plant or technology retirements or additions, and the long-term impact of the Aliso Canyon leak all can impact SCE rates in the future. To address these

uncertainties, sensitivity to the SCE results has been modeled assuming a high and low SCE generation growth rate of 5 percent and 1.5 percent respectively.

The level of the PCIA and the amount of franchise surcharges will impact the cost competiveness of LACCE. In order to be cost-effective, LACCE power supply costs plus PCIA and other surcharges must be lower than SCE's generation rates. Over time, the PCIA will vary, but it is expected that it will decline as market prices increase. The PCIA reflects SCE's own resources and signed contracts. Once the contracts expire, the related PCIA will disappear. Sensitivity to the PCIA has been modeled in the high case by assuming the PCIA would increase to reflect a historic high of 2.5 cents per kWh and remain flat for the 20-year analysis period. For the low case, it was assumed that the PCIA decreases by 50 percent in year 1 and remains flat for the 20-year analysis period.

Sensitivity Results

Exhibit 41 provides the results of the sensitivity analysis for the 50% Green Scenario, which is the most likely portfolio for LACCE to pursue. This sensitivity shows that the biggest risk to LACCE is if the PCIA increases to historic levels, LACCE does not achieve sufficient customer participation or if market prices fall significantly below their current historical low level.



This sensitivity analysis shows that LACCE rate could be greater than SCE rates if:

- The PCIA becomes larger by orders of magnitude
- LACCE loads are much less than forecast
- Wholesale market prices are much less than current experience

Each of these three scenarios has a low risk of actually occurring. For example, wholesale market prices for natural gas/electricity are at all-time lows. The probability of any significant further lowering of these prices is judged to be very small. The PCIA level should be fairly stable going forward as regulatory remedies are in play to stabilize the PCIA and the CCA vigilance in this area has increased markedly. Finally, a relatively high customer opt-out percentage in this Plan has been assumed when compared to those experienced by operating CCAs. It is very unlikely LACCE loads will not meet or exceed those assumed in this Plan.

Risks

Regulatory Risks

Regulatory issues continue to arise that may impact the competitiveness of LACCE. However, California's operating CCAs have worked hard to address any potentially detrimental changes through effective lobbying and technical support.

New legislation can also impact LACCE. For example, new legislation that recently affected CCAs are SB 350 and AB 1110. In addition, there are several changes that impact CCEs regarding power supply procurement and contracting. The CCE-specific changes reflected in SB 350 are generally positive, providing for ongoing autonomy with regard to resource planning and procurement. CCEs must be aware, however, of the long term contracting requirement associated with renewable energy procurement.

Regulatory risks also include the potential for utility generation costs to be shifted to non-bypassable and delivery charges. LACCE will need to continually monitor and lobby at the Federal, State and local levels to ensure fair and equitable treatment related to non-bypassable charges.

Participating Cities

LACCE has the possibility of being one of the largest utilities in California. As such, it is prudent to proceed with caution and implement LACCE's enrollment incrementally. The proposed phase-in approach allows for LACCE to hire staff and consultants incrementally, and ensure the power supply procurement, billing and data management process are smooth and with limited issues. This Plan demonstrates that if LACCE does not add any Cities to its service area, it is still cost competitive with SCE projected rates. As additional Cities are added, it is expected that LACCE rates will be reduced even more when compared to SCE's.

Schedule

A schedule for LACCE start-up is provided below.

			_	os Ang	eles C	Los Angeles Community Choice Energy (LACCE)	nity Ch	oice El	nergy (LACCE								
				Pħ	se 1 S	Phase 1 Summary Milestone Schedule	ry Mile	stone	Schedu	ıle					i			
		2015			!				20	2016							2017	
Task Name	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	lul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Task Force Meetings	•		•			•	•	•	•	<	\rightarrow	\rightarrow	\ \	\rightarrow	<	\rightarrow	\Diamond	\Diamond
Acquire SCE Data (three phases)		Order	dex	♦ 181.	. 2nd	Final												
Business Plan								Draft.		\ 	Final							
JPA Governing Documents							(1) (5) (4)			ľ	Final							
Board Approves Ordinance/Resolution										Ÿ	Authorization	ıtian						
Implementation Plan/Statement of Intent											Submit to CPUC	cPUC					•	
JPA Formation										V:				M	Complete		-	
Marketing and Outreach																		
Negotiate Financing/Line of Credit												П						
Energy Services/Data Management								RFQ	\Diamond			Contracts				-		
CPUC Certification and Launch Date Set													V	Certification by CPUC	on by CPUC			
Cities Opt-In for Municipal Buildings		i										\	> Deadline					
Negotiate Power Contracts													\mathbb{Y}	Contracts				
Finalize Cost of Service and Rates					_										_			
Execute SCE Service Agreement*											\Diamond							
Integration with SCE																ĺ		
Initial Opt-Out Notices													Ys.	YE.		Ì		
Phase 1 Service Begins																Phase 1 Launch	unch	
Final Opt-Out Notices																Şıst		Şug Ç

COUNTY OF LOS ANGELES — CCE BUSINESS PLAN

Summary and Recommendations

Rate Impacts and Comparisons

The first impact associated with forming LACCE will be lower electricity bills for LACCE customers. LACCE customers should see no obvious changes in electric service other than the lower price and more renewable power procurement. Customers will pay the power supply charges set by LACCE and no longer pay the higher costs of SCE power supply.

Given this Plan's findings, LACCE's rate setting can establish a goal of providing rates that are lower than the equivalent rates offered by SCE even under the 50 percent renewable portfolio. Under the 100 percent renewable portfolio, LACCE customers will pay 6.3 percent more for their power, but will receive roughly four times as much renewable energy compared to the SCE product. The projected LACCE and SCE rates are illustrated in Exhibit 42.

	Exhibit 42 Indicative Rate Comparison (\$/kWh)								
Rate Class	SCE Bundled Rate*	LACCE RPS Bundled Rate	LACCE 50% Green Bundled Rate	LACCE 100% Green Bundled Rate					
Residential	17.1	16.2	16.4	18.2					
GS-1	16.6	15.7	15.9	17.7					
GS-2	15.8	15.0	15.2	16.9					
GS-3	14.5	13.8	13.9	15.5					
PA-2	12.6	12.0	12.1	13.4					
PA-3	10.4	9.9	10.0	11.1					
TOU-8 Secondary	13.1	12.4	12.6	14.0					
TOU-8 Primary	11.7	11.1	11.2	12.5					
TOU-8 Substation	7.5	7.1	7.2	8.0					
Total LACCE Rate Savings		5.4%	4.1%	(6.3%)					

^{*}SCE bundled average rate based on Table 3 in Advice 3319-E-A.

As an alternative to its standard rates with 28 percent renewable power, SCE also offers rates which feature 50 percent and 100 percent renewable power. For the residential customers, SCE estimates energy costs to be 3.5 cents per kWh higher for each kWh served on the green rate. The LACCE rates for 50 percent and 100 percent renewable power for residential customers are therefore estimated at 12-13% percent lower than SCE's.

Once LACCE gives notice to SCE that it will commence service, LACCE customers will not be responsible for costs associated with SCE's future electricity procurement contracts or power

plant investments. This is a distinct advantage to LACCE customers as they will now have local control of power supply costs through LACCE.

Renewable Energy Impacts

A second consequence of forming LACCE will be an increase in the proportion of energy generated and supplied by renewable resources. The Plan includes procurement of renewable energy sufficient to meet 50 percent or more of LACCE's electricity needs. The majority of this renewable energy will be met by new renewable resources. By 2020, SCE must procure a minimum of 33 percent of its customers' annual electricity usage from renewable resources due to the state Renewable Portfolio Standard and the Energy Action Plan requirements of the CPUC. In contrast, LACCE will target 50 percent renewable by 2017 and these resources will likely be new renewable resources.

Energy Efficiency Impacts

A third consequence of forming LACCE will be an increase in energy efficiency program investments and activities. The existing energy efficiency programs administered by SCE are not expected to change as a result of forming LACCE. LACCE customers will continue to pay the public goods charges to SCE which funds energy efficiency programs for all customers, regardless of supplier. The energy efficiency programs ultimately planned for LACCE will be in addition to the level of investment that would continue in the absence of LACCE. Thus, LACCE has the potential for increased energy investment and savings with an attendant further reduction in emissions due to expanded energy efficiency programs.

Economic Development Impacts

The fourth consequence of forming LACCE will be enhanced local economic development. The analyses contained in this Plan has focused primarily on the direct effects of this formation. However, in addition to direct effects, indirect economic effects are also encountered. The indirect effects of creating LACCE include the effects of increased local investments, increased disposable income due to bill savings and improved environmental and health conditions.

Exhibit 43 shows the effects \$20 million in electric bill savings will have on the County's economy. The \$20 million rate savings represents the minimum bill savings per year achievable by LACCE once in full operation. It is estimated that the electric bill savings can create approximately 211 additional jobs in the County with over \$9.6 million in labor income. It is also projected that the total value added will be approximately \$15.9 million and output close to \$24.2 million.

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⁶ CCAs may be liable for a share of unbundled stranded costs from new generation, but would then receive associated Resource Adequacy credits.

	\$20 Million Rate	Exhibit 43 Savings Effects on Co	ounty Economy	
Impact Type	Employment	Labor Income	Total Value Added	Output
Direct Effect	98.3	\$3,674,939	\$5,376,863	\$7,099,612
Indirect Effect	10.4	\$608,838	\$1,057,593	\$1,677,591
Induced Effect	102.1	\$5,319,262	\$9,472,599	\$15,391,851
Total Effect	210.7	\$9,603,040	\$15,907,056	\$24,169,054

These savings are based on the economic construct that households will spend some share of the increased disposable income on more goods and services. This increased spending on goods and services will then lead to producers either increasing the wages of their current employees or hiring additional employees to handle the increased demand. This in turn will give the employees a larger disposable income which they spend on goods and services and thus repeating the cycle of increased demand.

In addition to increased economic activity due to electric bill savings, potential local projects can also create job and economic growth in the local economy. As an example of the macroeconomic activity caused by local DER deployment, this Plan assumes the installation of fifty crystalline silicon, fixed mount solar systems with nameplate capacities of 1 MW each for a total capacity of 50 MW. Overall, the building of this one solar project is projected to create \$87 million in earnings and \$188 million in output (GDP) in the local economy along with 1,636 jobs during construction and 14 full-time jobs ongoing. It is anticipated that LACCE will ultimately install a number of larger local solar projects such as the one described. At full Phase 3 build-out, the positive economic impacts could be 6-7 times larger than those calculated for Phase 2 operations.

Impact of Resource Plan on Greenhouse Gas (GHG) Emissions

The fifth consequence of forming LACCE will be reduced GHG emissions. The amount of renewable power in SCE's power supply portfolio is 28 percent⁷ and will rise to 33 percent by 2020. LACCE is committed to reductions in greenhouse gas emissions. Based on power supply strategy described previously, the estimated GHG emission reductions are forecast to range from 289,080 to 505,890 tons CO₂e per year by 2019 assuming a 50 percent RPS target is achieved. The baseline for comparison is the resource mix used by SCE versus the resource mix that will be utilized by LACCE. Exhibit 44 details these reductions.

⁷ http://www.cpuc.ca.gov/RPS_Homepage/

Baseline Comp	Exhibit 44 arison of GHG Redu	ction by LACCE	
	2017	2018	2019
Forecast Renewables (50% Renewables) LACCE (MWH) – Phase 2	1,438,275	1,459,854	1,459,854
LACCE RPS (MWH) – Phase 2	730,029	737,154	737,154
Additional Green Power	708,246	722,700	722,700
CO2 reduction – Low (Metric Tons of CO₂e)	283,298	289,080	289,080
CO2 reduction – High (Metric tons of CO ₂ e)	495,772	505,890	505,890

These reductions in GHG emissions associated with LACCE operations are significant. Assuming only Phase 2 loads (all unincorporated County loads) are being met by LACCE, CO₂e emissions associated with in-County electricity use will be reduced by 1-2 percent. At full Phase 3 build-out, CO₂ emissions associated with in-County electricity use will be reduced roughly 12-25 percent by LACCE operations.

Summary

This study concludes that the formation of a CCA in Los Angeles County is financially feasible and would yield considerable benefits for all participating County residents and businesses. These benefits could include 4.1 percent lower rates for electricity that is supplied by roughly twice the amount of renewable resources as SCE. LACCE will reduce GHG emissions by as much as 500,000 tons of CO₂e per year by serving only the County's unincorporated areas. At full build-out, a 2 percent rate reduction (a fraction of the total reduction possible) will add 211 jobs, generate over \$24.2 million in additional GDP, and give the County and its residents greater control over their power supply and energy efficiency programs. The positive impacts on the County and its inhabitants of forming LACCE are so significant that this effort should be pursued. No likely combination of sensitivities will change this recommendation.

Appendix A – Cities/Counties Evaluating CCA Feasibility

	CCA Name	Service Area	Start Date	IOU
Operational				
	Marin Clean Energy	Marin County, Napa County, part of Contra Costa and Solano Counties	May 2010	PG&E
	Sonoma Clean Power	Sonoma County	May 2014	PG&E
	Lancaster Choice Energy	City of Lancaster	May 2015	SCE
	Clean Power San Francisco	City of San Francisco	May 2016	PG&E
	Peninsula Clean Energy	San Mateo County	June 2016	PG&E
Exploring/In Process				
	East Bay Community Energy	Alameda County	,	PG&E
	TBD	Butte County		PG&E
	TBD	City of San Jose		PG&E
	TBD	Contra Costa County		PG&E
	TBD	Humboldt County		PG&E
	LA Community Choice Energy	LA County		SCE
	TBD	Mendocino County		PG&E
	TBD	Monterey County		PG&E
	TBD	Placer County		PG&E
	TBD	Riverside County		SCE
	TBD	San Benito County		PG&E
	TBD	San Bernardino County		SCE
	TBD	San Diego County		SDG&E
	TBD	San Luis Obispo County		PG&E
	TBD	Santa Barbara County		SCE/PG&E
	Silicon Valley Clean Energy	Santa Clara County		PG&E
	TBD	Santa Cruz County		PG&E

Appendix B – CCA Funding Options Prepared by Public Financial Management, Inc.

This Appendix C is provided by Public Financial Management, Inc., the energy programs financial advisor to the Office of Sustainability hired to assist in LACCE start-up activities.

LACCE has funding requirements at each Phase of the program, including initial start-up costs as well as working capital necessary to bridge the timing lag between initial power purchases and the receipt of customer revenues. The complexity and availability of funding opportunities is influenced by the nature of each Phase of the program and the core structural features of the LACCE program itself. The discussion that follows reviews the current state of the financial marketplace for CCA programs and the funding options available to LACCE for each Phase of the program, as well as an overview of how other California CCAs have approached start-up and launch phase funding requirements.

Overview of Funding Requirements

<u>Start-Up/Phase 1</u> – Start-Up and Phase 1 funding requirements are estimated to be approximately \$10 million. This amount consists of initial capital needs for infrastructure to establish the CCA as well as working capital to fund initial power procurement related expenses and bridge the timing lag between payment deadlines and the receipt of the first customer revenues. Phase 1 is expected to launch January 1, 2017, but funds will be required pre-launch starting on or about July 1, 2016 or later if some start-up costs can continue to be covered by initial County funding to develop the Business Plan.

Phase 2 — Phase 2 is scheduled to launch six months after Phase 1 on or about July 1, 2017. Phase 2 funding requirements are estimated to be approximately \$40 million largely oriented towards working capital and credit support for power procurement expenses. Similar to the Phase 1 timing, financing will be required several months prior to the launch of Phase 2. The lending community will view both Phase 1 and Phase 2 as having elevated risk profiles, given the start-up nature of the enterprise and uncertainty with respect to customer opt-out rates. On a relative basis, Phase 1 carries additional funding risk as a result of risks associated with failure to launch and untested revenue estimates, while the risk profile of Phase 2 should benefit from a limited history of successful collections and operating results as well as the ability to cure any preliminary start-up issues during the Phase 1 limited launch.

Current CCA Funding Landscape

The CCA market is rapidly expanding with increasingly proven success. To date, there are four operational CCAs in California with varying degrees of operating histories; however, all four CCAs have demonstrated the ability to generate positive operating results. As a result, power providers have kept pace and expanded their comfort level with CCA counterparty risks, offering

COUNTY OF LOS ANGELES — CCE BUSINESS PLAN

elongated and more flexible repayment terms for initial power purchases. The same cannot yet be said for the financial marketplace. To date, the financial counterparties who have gotten comfortable with CCA counterparty risk are very limited with only 3 to 5 banks currently offering credit to CCAs in the startup phase. The early adopters were community banks in the CCA service territory. In recent months a mix of regional and large national banks have shown increased levels of interest, particularly towards CCAs with (i) longer operating track-records and (ii) larger service territories. This expanded financial counterparty base should give LACCE comfort that it will have access to a deeper pool of potential financial counterparties than previous programs.

This is especially important since the LACCE program will dwarf all programs launched to date with respect to load served and potential customer base and thus require greater dollars.

Why are banks hesitant to lend to CCAs? LACCE will be formed as a Joint Action Agency (JPA) which is a proven organizational construct within California. Hundreds of JPAs have been created in CA and used to access billions in capital dollars over the decades. In particular, public power utilities in Southern California have sold billions of dollars of tax-exempt bonds and have had access to bank credit support in the form of letters and lines of credit. The key differentiating feature between all of these entities and a CCA is a monopoly right to a revenue stream to repay their creditors. Based on the existing legislative construct, CCAs have opt-out risk which gives creditors pause for concern. This is the fundamental reason why the financial marketplace has yet to get comfortable with CCAs on a broad-based basis.

As CCAs have successfully launched across the state and a more robust data set of opt-out history becomes available, the financial community has been more comfortable to provide credit support to CCAs. As more and larger opportunities such as LACCE, San Francisco, San Mateo County and San Diego potentially become available it is driving the financial community to respond and adapt. To date, the financial community as a whole has essentially been unaware of the growing CCA opportunity. Additional outreach and large scale public procurement efforts will continue to educate the marketplace.

With respect LACCE, funding requirements for start-up, Phase 1 and Phase 2 will be difficult funds to procure from a third party lender without some form of credit support (discussed below). The lending community will view the Start-up/Phase 1 \$10MM investment as high-risk because the CCA has yet to launch and begin collecting revenues which would be available to repay the lender. This investment is viewed much like an investment in any other start-up company that may not get off the ground. Phase 2 needs become a bit less risky as an operating history is established, but this history will be very limited and a significant amount of risk still exists for any lender. Future phases will reap the benefits of early Phase success and a reduced risk profile as LACCE demonstrates a record of operating results.

As a result of these funding challenges, all programs that have launched to date and those in development have relied on a sponsoring municipality to provide support for obtaining these needed funds. This support has come in varied forms which are summarized in Exhibit B-1 below:

		ibit B-1 of Support
Existing CCAs	Start-Up Funding Requirement ¹	Funding Sources
MCE Clean Energy	\$2- \$5 million	Startup loan from the County of Marin, individual investors, and local community bank loan.
Sonoma Clean Power	\$4 - \$6 million	Loan from Sonoma County Water Authority as well as loans from a local community bank secured by a Sonoma County general fund guarantee.
CleanPower SF	~\$5 million	Appropriations from the Hetch Hetchy reserve (SFPUC).
Lancaster Choice CCA	~\$2 million	Loan from the City of Lancaster general fund.
Peninsula Clean Energy	\$10 - \$12 million	San Mateo County has stated a willingness to fund a \$6MM escrow to secure lenders.

¹ Source: Respective entity websites and publicly available information.

Funding Option Review

LACCE will have more options than the initial CCA efforts in the state; however, the fundamental marketplace developments described above will nevertheless influence LACCE's financing alternatives. This is a very dynamic and rapidly evolving market so what is written here will likely be different and perhaps more favorable when LACCE moves toward launch.

A review of the current state of options for obtaining funds for these initial phases is detailed below:

<u>Direct Loan from LA County</u> – LACCE can approach LA County for a loan to fund all or a portion of the Start-up/Phase 1 and Phase 2 needs. The County would be secured by the CCA revenues once launched. LA County could expect to be repaid in one to three years for this investment based on the history of other operational CCAs. LA County would likely assess a risk-appropriate rate for such a loan which is likely higher than the County earns for funds otherwise invested. This rate is estimated to be 4.0 percent to 6.0 percent.

Phase 1 needs are wholly County-contained risks in that the CCA is serving power to County facilities. This is a very controlled risk for the County in that it is essentially both the lender and the creditor. The opt-out risk is completely in the County's control. While untested, it is possible that a lender other than the County could be found to fund these needs. Should the County be willing to offer up additional credit protection in the form of a 3-year agreement to not opt-out of the CCA, then external funding sources may be more readily available. The loan at that point would be no different than a loan to the County's general fund, which has ample access to bank credit, given its high investment grade credit ratings and strong credit profile.

Phase 2 needs are broader and exposed to opt-out risk of customers beyond the County's control. A direct loan from the County would be the easiest and most reliable approach to funding for LACCE Phase 2. The County will need to assess such risk appropriately and, if it decides to fund a loan, should fund at levels that reflect such risk. This has ranged 4.0 percent to 6.0 percent as

noted above. To date, the tenor of such loans has been relatively short, albeit with somewhat flexible repayment terms. The County would have other vehicles described below to support the CCA while limiting its risk.

<u>Collateral Arrangement from LA County</u> – As an alternative to a direct loan from the County, the County could establish an escrow account to backstop a lender's exposure to the CCA. The County would agree to deposit funds in an interest-bearing escrow account which the lender could tap should the CCA fail to pay the lender directly.

The escrow would be interest bearing on behalf of the County so to the extent funds are not used the County is not forgoing interest earnings or principal. The amount of deposit required is negotiable with the lenders but could be as high as 50 percent of the loan needs or \$12.5 million to \$20 million for Phase 2. This limits the County's exposure to 50 percent vs 100 percent direct exposure with a loan. This arrangement will attract interest form the existing CCA lending community and likely bring additional competition via a lending procurement effort.

<u>Loan from a Financial Institution without Support</u> — Market appetite for this option at such an early stage of the CCA is untested. To date, only CCAs with a more extensive 2 to 3-year operating history have been able to move away from a supported funding arrangement. LACCE should nonetheless explore this option.

<u>Vendor Funding</u> – LACCE can pursue arrangements with its power suppliers to eliminate or reduce the need for or size of funding for the initial Phases. This could come in a number of forms such as a "lockbox" approach with one power provider or a "credit-sleeving" approach with a power marketer. However, this approach is less transparent and the associated cost may outweigh the benefit of eliminating or reducing the need for a bank facility. It has been a very viable approach for the first CCA programs, but with the expansion of the marketplace it may not be required.

Revenue Bond Financing – This is not a feasible option at this point given the start-up nature of the enterprise. Once the CCA is more established (3 to 5 years) and can obtain a credit rating this could be an avenue to explore for future capital needs. Other CCAs with a longer operating history will likely explore and establish this marketplace before LACCE.

Summary

Funding for the LACCE program is available and viable in various forms as the financial marketplace continues to evolve for CCAs. The program should explore all options to determine which alternatives or combination of alternatives delivers the lowest cost funding.

Phase 1 needs are best supported by LA County as the sole impacted CCA participant. There are options beyond this, but each involves a significant amount of risk for the counterparty and thus likely to be available at a higher cost for LACCE.



Phase 2 needs will greatly benefit from an LA County pledge, but the marketplace may allow alternatives as noted above.

Appendix C – Proforma Analyses

2023 14 County Community Choice Aggregation Financial Proforma Portfolio - 50% Renewable Londots

Load Date	Jan - June	July-Dec	2018	\$10Z	2020	2021	2022	2023	\$202	202	2026	2027	202	2029	2030	2031	2032	2033	2034	2035	2016
Customer Accounts																					
Domestic	2	279,478	286,656	287,449	290,158	72,422	299,063	305,491	312,692	320,160	328.122	335,746	342,378	347.105	352.978	358 B49	364 820	170 941	217.715	293 543	250 025
Commercial	526	27,673	27,902	28,199	28,489	28,718	28,942	29,276	29,511	29,754	30,031	30,222	30.514	30.809	31.107	31.408	31,713	12.018	30,00	17.641	429.55
Industrial	91	135	135	135	135	Ę	ă	134	13	ā	134	136	134	4	15	133	133	Æ	121	FEL	133
Lighting & Traffic Control	989	1,288	1,288	1,288	1,288	1,288	1,288	1,285	1,288	1,288	1,268	1,285	2,288	1738	1.288	1.288	1788	1.288	1288	1 25	1288
Agricultural	25	584	986	989	391	984	266	1,000	1,003	1,005	1,008	1,011	1,014	1,017	1,020	1,023	1.025	1.028	1.031	1.034	1.037
Total Customers	1,728	309,558	316,966	312,060	321,061	325,412	330,424	337,189	344,628	352,341	360,583	368,401	374,328	380,353	386,477	392,701	350,02E	405,459	411,995	418,639	425,393
Energy Soles (MWh)																					
Domestic	98	825,737	1,486,894	1,500,905	1,522,211	1546.971	1,580,223	1.617.470	1.656.100	1.697.285	1,736,773	1,765,859	1.795.484	1,825,607	1865234	1 887 376	1919 040	1 951 236	1 982 671	3017 356	0001000
Commercial	23,544	439,958	829,452	836,747	843,298	849,674	859,196	865.918	872.855	880.765	886 220	894 557	907.956	911.464	920.047	978.716	12 P 2 P 2 P	946.313	455,243	654,420	175 570
Industrial	42,848	222,120	415,784	415,082	413,882	412,796	413,483	413,405	412,993	413,065	412,935	412,645	412,357	412.063	411,779	411.491	411,203	410.915	410.628	410.341	410.054
Ughting & Traffic Control	12,604	19,547	38,444	38,444	38,444	38,444	38,444	38,446	38,444	38,444	38,444	38,444	38,444	33.444	38.444	38.444	38,444	38.464	38,444	38,444	38.444
Agricultural	4,917	55,425	103,471	103,750	104,029	104,310	104,591	104,573	105,156	105,439	105,724	106,009	106.295	106.582	106.870	107,159	107.448	107.739	108 030	108 322	108 615
Total Energy Sales (MWh)	83,958	1,562,787	2,873,075	2,894,927	2,921,864	2,952,194	2,995,937	3,040,110	3,085,547	3,134,997	3,180,045	3,217,509	3,255,546	3,794,165	3,333,375	3,373,185	3,413,606	3,454,546	3,495,316	3,538,625	3.581.583
	2012	2017																			
CCE Operating Costs	Jan - June	July - Dee	8102	2019	2020	2021	2022	2023	2024	2025	2026	202	8702	2029	2030	2031	2032	2033	2034	2035	2036
Power Supply	\$5,115,141	578,575,785	147,670,090 \$	\$151,208,630	\$78,575,785 \$147,670,090 \$151,208,630 \$155,034,198 \$1.	\$159,257,906	\$ 852,715,518	\$ 865,552,591 \$	\$ 682,130,2128	181,154,265 \$1	\$186,972,696 \$1	ž	\$ 048,255,840	\$204,691,824 \$2	5211,012,300 \$2	5217,680,878 522	5224,618,939 523	2 60	2	5	255.387.886
Billing & Data Management	\$12,960	\$2,321,688	54,754,496	\$4,770,904	\$4,815,913	\$4,881,173	\$4,956,358	\$5,057,834	\$5,169,415	\$5,285,118	\$5,408,747	\$5,526,017	\$5,614,925	\$5,705,295	\$5,797,151	\$5,890,517 \$	55,985,418 \$	_	_		D68,086,86
SGE Fees	\$1,106,742	\$230,000	\$1,559,583	\$1,564,964	\$1,579,727	\$1,601,133	\$1,625,793	\$1,659,077	51,695,676	\$1,733,627	\$1,774,177	51,812,641	\$1,841,803	\$1,871,445	\$1,901,574	_			\$2,027,124	\$2,059,813	2,093,040
Technical Services	\$715,000	\$715,000	\$1,430,000	\$1,430,000	\$1,430,000	\$1,430,000	\$1,430,000	\$1,430,000	51,430,000	\$1,430,000	\$1,430,000	51,430,000	\$1,430,000	\$1,430,000	\$1,430,000	_		_		\$2,430,000	1,430,000
Staffing	2380,000	\$1,255,000	\$3,396,600	\$3,464,532	\$3,533,823	\$3,604,499	\$3,676,589	\$3,750,121	\$3,825,123	\$3,901,626	\$3,979,658	\$4,059,251	\$4,140,436	\$4,223,245	\$4,307,710	_			_	\$4,756,060	\$4,851,181
General & Administrative expenses	\$160,000	\$230,000	\$356,000	\$312,120	\$318,362	\$324,730	\$331,224	\$337,849	\$344,606	\$351,498	\$358,528	\$365,698	\$373,012	\$380,473	\$388,002	_				\$428,474	\$437,043
Debt Service (CCE Bands & Start-up Costs)	53,514,532	\$3,514,532	\$7,029,064	\$3,514,532	\$3,514,532	\$3,514,532	\$3,514,532	\$3,514,532	\$3,514,532	\$3,514,532	\$3,514,532	\$3,514,532	\$3,514,532	\$3,514,532	\$3,514,532	\$3,514,532 \$			\$3,514,532 \$	\$3,514,532	3,514,532
Start-Up Capital	(\$2,000,000)	8	8	8	8	8	æ	8	S	\$		\$	\$	3	_	_	_	8	S,	8	8
Uncollectibles			\$953,462	\$954,270	\$974,531	\$997,343	\$1,024,971		\$1,000,666	\$1,032,673	\$1,063,290	\$1,092,187	\$1,122,723	\$1,155,747	\$1,188,726	\$1,223,367 \$	\$1,259,378 \$	\$1,296,514 \$	\$1,335,729 \$	\$1,376,632	\$1,418,720
Total Operating Costs	\$6,062,973	\$87,302,553 \$1	\$167,149,294 \$167,219,951 \$171,201,087	\$167,219,951	\$171,201,087	\$175,611,316	\$180,877,005 \$186,253,651		\$192,041,806 \$	\$198,403,338 \$2	5204,501,628 \$2	\$210,269,662 \$2	\$ 275,076,212	\$22,972,560 \$2	έÀ	35,461,199 \$24	\$243,657,094 \$25	\$25, 091,819, \$25	\$258,919,144 \$26	\$267,098,274 \$2	\$275,513,292
Other Revenues	1	8	8		8	S			S					8	95	Şo		0\$	S	æ	S
Total CCE Revenue Requirement	\$6,062,973	\$87,302,553 \$167,149,294 \$167,219,951	167,149,294		\$171,201,067 \$1	75,611,316	\$180,877,005 \$	\$186,253,651 \$	\$192,041,806 \$	\$198,403,338 \$2	\$204,501,628 \$2	\$210,269,662 \$2	\$216,370,272 \$3	22,972,560 \$2	\$222,972,560 \$229,540,074 \$236,461,199	35,461,199 \$24	\$243,657,094 \$25	525 661,670,1258	\$258,519,344 \$267,098,274 \$275,513,292	,098.274 \$2	5,513,292
Average CCE Rate (\$/kWh)		\$0.0530	\$0.0582	\$0.0578	\$0.0586	\$650'0\$	\$0.0504	\$0.0613	\$0.0622	\$0.0633	\$0.0643	\$0.0654	\$0.0665	\$20.0677	\$0.0689	\$0.0721	\$0.0714	\$0.0727	\$0.0741	\$200\$	\$0.0769
Average SCE Generation Rate (\$/kWh)		\$0.0684	\$0.0692	\$0.0709	\$0.0734	\$0.0750	\$0.0767	\$p.0785	\$0,0805	\$0.0823	\$0.0541	8590'05	\$0.0875	\$690.0\$	\$0.0908	9260'0\$	\$0.0946	\$0.0965	\$0.0986	\$0.1008	\$0.1029
Total CCE Charges	Chec 17m	(13 307 637	OLY 200 FC	200 SEC 802 SEC	50.00	W. 12000	231 (11)	aca na co	400 100 07		rat one up	200000	100 100 00	207		l				ĺ	
CCF Receive Recuirement		597 300 CC3	167 149 794	130 014 734	15. 150 105 125 125 005 125 150 155 155 155 155 155 155 155 155 15	215 215				ě					٠	e ara'esh'se	C 250,174,556	\$ PCU,U34,050	* ************************************	/ ca, and // ca	53,543,576
Total CCE Generation Revenue Regulrement	\$6.778.244 \$1	00.610.186	191,645,765	121 808 177	\$6.778.244 \$100.610.186 \$191.645.765 \$191.000.177 \$195.000.777 \$2	305 C37 CK		1		1	1						1	- 1	-		C31C 150 C30
							1	1				H	1					1			
Bundled SCE Revenues Total CCE Customer Bill Revenues (Dower Supply and Delivery)		246,000,134 \$	\$452,690,313 \$476,602,301 \$494,417,741 \$441,864,780 \$456,8694,6472,216,577	\$476,602,301	\$13,222,230 \$246,000,134 \$462,690,313 \$476,602,301 \$494,417,741 \$5; \$13,601,67 \$235,915,037 \$443,865,380 \$456,860,505 \$472,236,527 \$40	10,735,421	\$550,026,448 \$ \$506,943,967 \$	5550,333,342 5	5572,141,453 St cene Attached	5534,470,424 S6	\$616,770,113 \$6	\$637,141,478 \$6 6607,770,036 \$6	\$658,526,273 \$6	5680,869,244 57	\$702,056,698 \$7.	\$725,605,074 \$75	\$750,044,967 \$77	\$775,447,673 \$80		\$829,294,440 \$8	\$857,637,876
			\$18,825,033	\$19,732,707			-	•											5782708.485 \$40		541.964.598
Percent Savings	4.1%			4.1%	¥57		_							76.7							76.4
	,																				

	2017 20	2017																	
Load Data	Jan - June July	July - Dec 2018	8102	2020	2021	2202	2023	2024	2025	2026	2027	202 202	102 6202	1505 0505	2692	2033	PEUC	100	9600
Customer Accounts																		cm3	ENZ
Domestic	₽	279,478 284	286,656 287,449	449 290,158	58 294.277	7 299,063	305.491	312.692	320160	428.122	335 746	341 378	247 105	50 63	20 074 031	ALC 010		·	
Commercial	925	27.673	27.902					30 54	70.75	.00			•	,		•	a	,	•
Industrial	8		1	i				320		10000	2777	er or	50.505					2	32,957
Lighting & Traffic Control	989		•	•				1	1	1	ξ,	4	5	5	5				
Aericultural	3				7700	9	9 9	9977	7,788	1,488	1,288	1,288	1,288	1,788	1,288	1,288			
Total Customers	l.	ļ		1	ľ		۱	244	SW17	1,000	TOTAL								
		l	l	ļ	l	I		77,07	20220	364,363	309,901	374,926	380,334	385,417	392,701 39	399,028 402	405,459 411,995	418,639	19 475,393
Energy Soles (MWh)																			
Domestic	86	825.737 1.48	1.486.894 1.500.905	11522231	1546971	1 580 223	1 617 470	1 656 100	1 647 785	1 736 772	1 725 950	707 204			200 000	•			
Commercial	23,544	,						R72 RCE	880 7FS	685 220	894 553	4	4	-7	_	(312)040 1/33(-	٧.	••
Industrial		_						647 000	442 DEE	1000									
Jehting & Traffic Control								777	20,444	14,000	415,040	30 444	17,000	411,179	411,491 41	4	•		•
Agricultural	4.917	-		•		_		105 156	105,430	VET. 301	500	•	•	•					
Total Energy Sales (MWh)	l	ļ	1	7	~	7	**	3.085,547	3134.997	3.580.045		ľ.	-	1	ľ	l	106,030 2,454,646 3,406,316	300 108,322	108,615
	202, 20	2017										1	١		ı	ı	ı	1	
CCE Operating Costs	Jan-June hufty.	May - Dec 2018	1 2019	2020	202	2022	5023	2024	2025	3036	,	202	DE20 0007	300	rear h	2033	1	-	1000
Power Supply	\$5,110,839 \$74,0	\$74,072,864 \$139,247,657		\$143,573,115 \$149,887,088	3	5	\$156.177.870	98	187	ļ,		Ę	18	282	15	F	18		13
Billing & Data Management	\$12,960 \$2,3	\$2,321,688 \$4,75	\$4,754,496 \$4,770,904	504 \$4,815,913		3 \$4.956.358	\$5,057,834	\$5,169,415										_	
SCE Fees		\$230,000 \$1,559	\$1,559,583 \$1,564,964	51,579,727		3 \$1,625,733	\$1,659,077	\$1,695,676	\$1,733,627						_				
Fechnical Services	\$715,000	\$715,000 \$1,430	51,430,000 51,430,000				\$1,430,000	\$1,430,000	\$1,430,000										
Staffing	\$380,000 \$1,7	162,215,000 \$3,391	53,396,600 \$3,464,532	53,533,823	53,604,499	9 \$3,676,589	\$3,750,121	\$3,825,123	53,901,626		_					_			
General & Administrative expenses	\$150,000 \$2	\$230,000 \$350	\$356,000 \$312,120	120 \$318,362	52 5324 730	5331,224	\$337,849	\$344,606	\$351.498										
Debt Service (CCE Bonds & Start-up Costs)	\$3,514,532 \$3,5	'n	57,029,064 \$3,514,532	532 \$3,514,532	5	**	\$3,514,532	\$3,514,532	\$3,514,532	-	Š	-		-		•	Ü	•	•
Start-Up Capital	(000'000'55)	8	8	8	35 \$8	S	S	8	8										
Uncollectibles	558,577	\$478,034 \$913	\$911,349 \$916,092	092 \$948,795	95 \$974,337	7 \$1,004,684	5954,867	\$988,866	\$1,021,928		51.084.828 51		\$1,149,683 \$1.1			\$1.247.546 \$1.284.797	197 (11)	\$1.466.7	51 405 017
Total Operating Costs	\$6,058,650 \$82,7	\$82,777,118 \$158,684,749 \$159,546,259 \$166,028,241 \$170,987,026	4,749 \$159,545,	259 \$166,028,2	41 5170,987,02	6 \$176,839,620	\$182,882,150	\$ 189,670,154 \$	\$196,243,610 \$2	8	ı			S	\$	S	S	15	S
Other Revenues	8	s	s	8	S.	33	8	2	3	a	8	S			1				
fotal CCE Revenue Requirement	\$6,058,650 \$82,7	\$82,777,118 \$158,684,749 \$159,546,259	4,749 \$159,546,	259 \$166,028,2	\$155,028,241 \$170,987,026	5 \$176,839,620	\$176,839,620 \$182,882,150	\$189,670,154	\$189,670,154 \$196,243,610 \$202,856,466 \$208,790,381	02,855,466 \$20				5227,296,195 \$234,148,558	18,558 \$241,27	8,895 \$248,724	\$241,278,895 \$248,724,126 \$256,499,951	951 \$264,612,900 \$272,960,008	5272.96
Average CCE Bate (S/RWh)			\$0.0552 \$0.0551	es1 \$000es			\$0.0602	\$190'0\$	\$0.0626	\$0.0638	\$0.0649	\$0.0661 \$	50.0673 5	50.0682 \$0	3,0694 \$0	\$0,0707 \$0.	\$0.0720 \$0.0	\$0.0734 \$0.0748	292005
Average SCE Generation Rate (S/KWh)		50,0684 \$0.	\$0.0692 \$0.0709	709 \$0.0734	34 \$0.0750		\$2,00\$	\$0.0805	\$0.0823	\$0.0841	\$0.0658	\$0.0875			\$0.0926 \$0				
Total CCE Charges																			
XCE Non-typassable Charges	\$715,270 \$13,3	\$13,307,632 \$24,491	\$24,496,470 \$24,588,226	226 \$24,679,691	31 \$24,854,670	0 \$25,142,156	59,046,076	\$9,091,988	\$9,163,882	\$ 117,617,65	\$9,259,956 \$9	59,297,027 59.3	\$9,332,491 \$9,3	\$63.393,772 \$94.	\$9.435,616 \$9.47	\$9.477.832 \$9.520.DS4	ACS CR 542 824	758 MON 92	7 69,649,378
CCE Revenue Requirement	\$6,058,650 \$82,7	777,118 \$158,68	1,749 \$159,546.	7.59 \$166,028,2	41 \$170,987,02		Š	\$189,670,154	196,243,610 \$2	٧ì				٧	S	R R95 \$748 772	Ÿ	Ü	ü
Total CCE Generation Revenue Requirement	\$6,773,920 \$96,0	596,084,750 \$183,181,219 \$184,134,485 \$190,707,932 \$195,841,697	1,219 \$184,134,	485 \$190,707,9.	32 \$195,841,69		\$191,928,225	\$198,762,142 \$	205,407,491 \$2	12,076,187 \$21	5,050,337 5224		86,250 \$236,6	39,967 \$243.5	14,175 5250,75	6,728 \$258,24	180 \$266.062		
Bundled SCE Revenues		124 Secusia See 105 COS 325 SEE COS 535 AEL COO 3852	. COS 375, ELEC	7 719 8498 105	41 (510735.42		CPE EEE USSS	LCD 029 453 453 141 475	20 1000000	COLE TYRITY CES	CC27 141 478 CGC0	0 000 016 313 0000	0 0000 244 0000 000	22 Oct 0 000 000 000 000	F20 640 G2C3 647 G02 G44	6 Table 443 673	C11 (000 064 From		
Fotal CCE Customer Bill Revenues (Power Supply and Delivery)	\$12,507,756	\$232,000,1502 \$25,707,5522	0,502 \$450,715,892	892 \$466,905,427	127 \$482,029,638		\$518,808,581	\$ 629,989,629 \$									7445 \$752 RD2.338		
Sevings		\$13,292,812 \$24,789,811	1811 \$25,886,409	109 \$27,512,314	16 \$28,705,783	\$30.078.674	447 524 759	C22 111 111 4	Czd Cwy son Ca										
												253,152,842 740,1					223 549,052,230	30 55 009 396	

2017 2017 Jan - June July - Dec LA County Community Choice Aggregation Financial Proforma Portfolio - 100% Renewable

Customer Accounts Domestic	,	1		1		2000 000	LJS GUL	100		00,000								100		:	1
Domestic	:		-		-00	2000	100 001	100	200	0000		1						10000			
	ç	279,472	200	287,449	20,15		233,013	300,431	317,032	30.00	377 275	335,746	341.378	347,105	352,928	358,849	364,870	370,591	11	38.75	389.978
Commercial	576	27,673	27,902	28,199	28,489	28,718	28,942	29,276	115,62	15. 15.	30,031	30,222	30,514	30,809	31,107	31,408	31,711	32,018	32,328	32,641	32,957
Industrial	22	135	135	135	133	Ħ	25.	134	2	ā	M	ጃ	134	134	13	133	27	133	133	133	133
Lighting & Traffic Control	989	1,288	1,288	1,288	1,288	1,288	1,288	1,288	1,288	1,269	1,288	1,268	1,288	1,288	1,288	1,288	1,288	1,288	1,288	1,288	1.288
Agricultural	2	384	386	686	166	26	26	1,000	1,003	1,005	1,008	1,011	1,014	1,017	3,020	1,023	1,025	1,028	1,031	1,034	1,037
Total Customers	1,728	309,558	316,966	318,060	321,061	325,412	330,424	337,189	344,628	352,341	360,583	368,401	374,328	380,353	385,477	392,701	399,028	405,459	411,995	418,639	425,393
Energy Sales (MWh)																					
Domestic	86	825,733	1.485.894	1.500.905	1,522,211	1.546.971	1,580,223	1.617.470	1.656.100	1 643,285	1 736 703	1765 859	1 795 684	1 825 603	1 856 234	1 897 476	1 010 040	3461 336	1 483 471	2017.256	2051000
Commercial	22.546	836 669	828 482	835.747	843 298	7C3 67K	301.00	865 918	177 855	257.038	DCC 388	C25 708	903 965	911 454	20000	21,580	177 / 120	DAE 313	476 200	1967.90	11.0
Indistrial	378.63	200	A15.78A	415.083	013.810	412.796	412.483	412,405	413 993	A13 DCK	213 635	A13 C4C	200,200	412000	320,000	270'170	114,100	410,015	255,245	440.241	440.064
Uzhting & Traffic Control	12 604	19.547	38.444	38 444	38.444	38.444	38 444	38,444	39.444	35.444	38 444	77 10	38.444	18 664	28 444	18 444	18,444	38 444	28 444	38 444	38 444
Agricultural	4.917	55,425	103,471	103,750	104,029	104,310	104.591	104,873	105,156	105,439	105,724	106,009	106.295	106.582	106.870	107.159	107,448	107,739	108.030	108.322	108.615
Total Energy Sales (MWh)	83,998	1,562,787	2,873,075	2,894,927	2,921,864	2,952,194			3,065,547	3,134,997	3,180,045	3,217,509	3,255,546	3,294,165	3,333,375	3,373,165	3,413,606	3,454,646	3,496,316	3,538,625	3581.583
	2027	Z017																			
CCE Operating Costs	lan-June Ju	Jufy - Dee	2018	2019	2020	2021	2202	2023	2024	2025	2026	7202	2028	2029	2030	2031	2032	2033	2034	2035	9036
	\$6,007,321 \$10	\$106,068,728, \$19	\$198,408,928 \$20	\$202,450,106 \$204,500,269	74,500,269 \$20	\$208,252,418 \$21	\$212,887,455 \$213	5217,705,763 \$22	522, 563,531 \$22	\$227,944,748 \$2:	\$233,140,721 \$2	\$237,747,727	\$242,462,617 \$2	\$247,687,985 \$	\$252,644,070 \$:	\$258,072,774 \$2	\$265,233,933 \$2	\$269,375,999 \$2	5274,892,693 \$2	\$ 280,588,647 \$	\$286,983,057
Billing & Data Management	\$12,960 \$	\$2,321,688	\$4,754,496	\$4,770,904	\$4,815,913 \$	\$4,881,173 \$	\$ 856,356,45	55,057,834 \$1	\$5,169,415 \$	\$5,285,118	\$5,408,747	\$5,526,017	\$5,614,925	\$5,705,295	\$5,797,151	\$5,890,517	\$5,985,418	\$6,081,830	\$6,179,928	\$6,279,589	\$5,380,890
SZE Fees	\$1,106,742	\$230,000	\$1,559,583	\$1,564,964	\$ 127,672,12	\$1,601,133 \$	1,625,793 \$1	1,659,077 \$1	\$1,635,676 \$	\$1,733,627	\$1,774,177	\$1,812,641	\$1,841,803	\$1,871,445	\$1,901,574	\$1,532,198	\$1,963,325	\$1,994,965	52,027,124	\$2,059,813	\$2,093,040
Technical Services	\$715,000	\$715,000	\$2,430,000	52,430,000 \$	51,430,000 5	\$1,430,000 \$	٠.	1,430,000 \$1	٠.	\$1,430,000	\$1,430,000	\$1,430,000	\$1,430,000	\$1,430,000	\$1,430,000	\$1,430,000	\$1,430,000	\$1,430,000	51,430,000	\$1,430,000	\$1,430,000
Staffing		**	\$3,396,500	\$3,464,532	\$ 533,533,53	\$ 604,499 \$	\$3,676,589 \$3	3,750,121 \$	\$ 621,228,63	\$3,902,626	\$3,979,658	\$4,059,251	\$4,140,436	\$4,223,245	\$4,307,710	\$4,393,864	\$4,481,742	\$4,571,376	\$4,662,804	\$4,756,060	\$4,851,181
General & Administrative expenses	\$160,000	\$230,000	\$356,000	\$312,120	\$318,362	\$324,730	\$331,224	\$337,849	\$344,606	\$351,498	\$358,528	\$365,698	\$373,012	\$380,473	\$388,082	\$395,844	\$403,761	\$411,836	\$420,072	\$428,474	\$437,043
Debt Service (CCE Bonds & Start-up Costs)	\$3,514,532 \$	\$3,514,532	\$7,029,064	\$3,514,532	53,514,532 5	53,514,532 \$	•	3,514,532 \$2	\$3,514,532 \$	\$3,514,532	\$3,514,532	\$3,514,532	\$3,514,532	\$3,514,532	\$3,514,532	\$3,514,532	\$3,514,532	\$3,514,532	\$3,514,532	\$3,514,532	\$3,514,532
Start-Up Capital 459	(2000'000'55	S.	\$	8	8	8	ዴ	8	s	8	8	8	3,	8	3,	8	S	8	\$	8	8
Uncollectibles	\$63,059	\$638,013		\$1,205,477	\$1,221,862 \$	\$1242.366 \$	\$1,267,821	\$1,212,506 \$1		\$1,266,625	\$1,294,130	\$1,318,577	\$1,343,372	\$1,370,727		\$1,425,327	\$1,452,453	\$1,484,503	51,513,447	\$1,545,310	\$1,576,696
Total Operating Costs \$	\$6,959,614 \$114,932,961		\$218,141,826 \$21	\$217,712,635	\$220,914,488 \$22	24,860,850 \$22	£229,689,773 \$234	5234,667,682 5239	5239,781,057 524	5245,427,774 52	5250,900,493 \$2	25 EE6'E11'SSZ\$	\$260,720,698 \$2	\$ 206,183,703 \$	\$ 500,085,175	5277,055,055	\$282,465,162 \$2	5288.865.091 \$2	\$294,640,601 \$3	\$301,002,425 \$	\$307,266,439
	8	\$0	S	8	8		S	S	\$	S	S		\$	\$	\$	S	S	\$	os:	\$	8
Total CCE Revenue Requirement	\$6,959,614 \$1.	\$6,959,614 \$114,932,961 \$218,141,826 \$217,712,635 \$220,914,488 \$2	18,141,826 \$2	17,712,635 \$2,	70,914,488 \$2,		4,860,850 \$229,689,773 \$234,667,682 \$239,781,057 \$245,427,774 \$250,900,493	4,667,682 \$23	19,781,057 524	5,427,774 52	50 900 493 \$2	\$255,773,933 \$2	50,720,698 \$.	56,183,703 \$	271,380,003 \$. \$ 250,550,77	\$260,720,698 \$266,183,703 \$271,380,003 \$277,055,055 \$282,465,162 \$288,865,091 \$294,640,601	58,865,091 \$2	94,640,601 \$3	\$301,002,425 \$307,266,439	07,266,439
Average CCE Rate (S/kWh)		\$0.0638	\$0.0759	\$0.0752	\$0,0756	\$0.0762	\$0.0767	\$0.0772	\$0.0777	\$0.0783	\$0.0789	\$0.0795	\$0.0801	\$0.0808	\$0.0814	\$0.0821	\$0.0827	\$0.0836		\$50.0851	\$0.0858
Average SCE Generation Rate (\$/kWh)		\$0.0684	\$0,0692	\$0,0709	\$0.0734	\$0.0750	\$0,0767	\$0.0785	\$0.0805	\$0.0823	\$0.0841	50.0858	\$0.0875	\$0.0894	\$0.0908	\$0,0926	\$0.0946	\$960'0\$	\$0.0985	\$0,1008	\$0.1029
Total CCE Charges																					
ĸ	\$715,270 \$13,307,632	3307,632 \$	\$24,496,470 \$3	\$24,588,226 \$3	\$24,579,591 \$2	4,854,670	\$25,142,156 \$3	\$9,046,076 \$9	\$ 386,180,88	\$9,163,842	122,612,65		59,797,027		\$9,393,772	\$9,435,616	\$9,477,832		\$9,562,324		\$9,649,378
CCE Revenue Requirement	\$6,959,614 \$1.	\$6,959,614 \$114,932,961 \$218,141,826 \$217,712,635 \$220,914,488 \$22	18,141,826 \$2	17,712,635 \$2.	10,914,488 \$23	4,860,850	\$229,689,773 \$234,667,682	4,667,682 \$23.	\$239,781,057 \$24	\$245,427,774 \$250,900,493 \$255,773,933	50,900,493 \$2	55,773,933 \$2	\$260,720,698 \$2	\$266,183,703 \$:	271,380,003 \$:	\$271,380,003 \$277,055,055 \$282,465,162	782,465,162 \$2	\$288,865,091 \$2	\$294,640,601 \$3	\$301,002,425 \$	\$307,266,439
Total CCE Generation Revenue Requirement	57,674,884 \$1.	57,674,884 \$128,240,593 \$242,638,296 \$242,300,861 \$245,594,178 \$24	42,638,296 \$2	12,300,861 \$2	15,594,178 \$24	9,715,521	\$254,831,936 \$244,713,758 \$244,813,204 \$254,891,656 \$180,120,214 \$265,033,859 \$215,031,773 \$275,516,193 \$280,773,774 \$286,895,671 \$291,942,995 \$294,395,145 \$310,607,952 \$310,607,602	3,713,758 \$24.	18,873,045 \$25	54,591,656 \$2	50,120,214 \$2	65,033,889 \$2	70,017,725 \$2	\$ 516,193 \$	280,773,774 \$	86,490,671 \$.	91,942,995 \$2	98,385,145 \$3	04,202,925 \$3		\$316,915,817
	52 0EC,222,EJ		52,690,313 \$4;	76,602,301 540	MA17,741 \$51	0,735,421															\$857,647,876
Customer Bill Revenues (Power Supply and Delivery,					\$524,785,738 \$54	1,823,722															\$904,154,380
		24) [027/2514]			(156/196/054)			[532,911,274] [533]	_			_	_	c) [eaz'te/'85c)		S) (are/reg/oss)	7 (180° 47' 184)		A 72 TO 18	-	tor are and
Percent Savings	409	K P	Ķ.	¥7.9	6.1%	-6.1%	ę,	¥0,	X S	X 6.17	×8.5.	X	×	¥.7.5	¥9.5	.56%	¥9%	100	X 1	1	444

Appendix D – Glossary

aMW: Average annual Megawatt. A unit of energy output over a year that is equal to the energy produced by the continuous operation of one megawatt of capacity over a period of time (8,760 megawatt-hours).

Basis Difference (Natural Gas): The difference between the price of natural gas at the Henry Hub natural gas distribution point in Erath, Louisiana, which serves as a central pricing point for natural gas futures, and the natural gas price at another hub location (such as for Southern California).

Brown Power: Electricity generated from non-renewable sources or that does not come with a Renewable Energy Credit (REC).

Buckets: Buckets 1-3 refer to different types of renewable energy contracts according to the Renewable Portfolio Standards requirements. Bucket 1 are traditional contracts for delivery of electricity directly from a generator within or immediately connected to California. These are the most valuable and make up the majority of the RECS that are required for LSEs to be RPS compliant. Buckets 2 and 3 have different levels of intermediation between the generation and delivery of the energy from the generating resources.

Bundled Customers: Electricity customers who receive all their services (transmission, distribution and supply) from the Investor-Owned Utility.

CAISO: The California Independent System Operator. The organization responsible for managing the electricity grid and system reliability within the former service territories of the three California IOUs.

California Clean Power (CCP): A private company providing wholesale supply and other services to CCEs.

California Energy Commission (CEC): The state regulatory agency with primary responsibility for enforcing the Renewable Portfolio Standards law as well as a number of other, electric-industry related rules and policies.

California Public Utilities Commission (CPUC): The state agency with primary responsibility for regulating IOUs, as well as Direct Access (ESP) and CCE entities.

Capacity Factor: the ratio of an electricity generating resource's actual output over a period of time to its potential output if it were possible to operate at full nameplate capacity continuously over the same period. Intermittent renewable resources, like wind and solar, typically have lower capacity factors than traditional fossil fuel plants because the wind and sun do not blow or shine consistently.

COUNTY OF LOS ANGELES — CCE BUSINESS PLAN

CCEAC: Community Choice Energy Advisory Committee - a committee formed to advise the City of Davis on the best options for pursuing a CCE.

Climate Zone: A geographic area with distinct climate patterns necessitating varied energy demands for heating and cooling.

Coincident Peak: Demand for electricity among a group of customers that coincides with peak total demand on the system.

Community Choice Aggregation: Method available through California law to allow Cities and Counties to aggregate their citizens and become their electric generation provider.

Community Choice Energy: A City, County or Joint Powers Agency procuring wholesale power to supply to retail customers.

Community Choice Partners: A private company providing services to CCEs in California.

Congestion Revenue Rights (CRRs): Financial rights that are allocated to Load Serving Entities to offset differences between the prices where their generation is located and the price that they pay to serve their load. These rights may also be bought and sold through an auction process. CRRs are part of the CAISO market design.

Demand Response (DR): Electric customers who have a contract to modify their electricity usage in response to requests from a utility or other electric entity. Typically, will be used to lower demand during peak energy periods, but may be used to raise demand during periods of excess supply.

Direct Access: Large power consumers which have opted to procure their wholesale supply independently of the IOUs through an Electricity Service Provider.

EEI (Edison Electric Institute) Agreement: A commonly used enabling agreement for transacting in wholesale power markets.

Electric Service Providers (ESP): An alternative to traditional utilities. They provide electric services to retail customers in electricity markets that have opened their retail electricity markets to competition. In California the Direct Access program allows large electricity customers to optout of-utility-supplied power in favor of ESP-provided power. However, there is a cap on the amount of Direct Access load permitted in the state.

Electric Tariffs: The rates and terms applied to customers by electric utilities. Typically have different tariffs for different classes of customers and possibly for different supply mixes.

Enterprise Model: When a City or County establish a CCE by themselves as an enterprise within the municipal government.

Federal Tax Incentives: There are two Federal tax incentive programs. The Investment Tax Credit (ITC) provides payments to solar generators. The Production Tax Credit (PTC) provides payments to wind generators.

Feed-in Tariff: A tariff that specifies what generators who are connected to the distribution system are paid.

Forward Prices: Prices for contracts that specify a future delivery date for a commodity or other security. There are active, liquid forward markets for electricity to be delivered at a number of Western electricity trading hubs, including NP15 which corresponds closely to the price location which the City of Davis will pay to supply its load.

Implied Heat Rate: A calculation of the day-ahead electric price divided by the day-ahead natural gas price. Implied heat rate is also known as the 'break-even natural gas market heat rate,' because only a natural gas generator with an operating heat rate (measure of unit efficiency) below the implied heat rate value can make money by burning natural gas to generate power. Natural gas plants with a higher operating heat rate cannot make money at the prevailing electricity and natural gas prices.

Integrated Resource Plan: A utility's plan for future generation supply needs.

Inter-continental Exchange (ICE): The main electronic trading platform for trading wholesale electricity and gas contracts in the United States. (Also handles trading in other commodities and securities.)

Investor-Owned Utility: For profit regulated utilities. Within California there are three IOUs - Pacific Gas and Electric, Southern California Edison and San Diego Gas and Electric.

ISDA (International Swaps and Derivatives Association): Popular form of bilateral contract to facilitate wholesale electricity trading.

Joint Powers Agency (JPA): A legal entity comprising two or more public entities. The JPA provides a separation of financial and legal responsibility from its member entities.

Lancaster Choice Energy (LCE): The most recent California CCE to go-live, exclusively serving the City of Lancaster in Southern California.

LEAN Energy (Local Energy Aggregation Network): A not-for-profit organization dedicated to expanding Community Choice Aggregation nationwide.

Load Forecast: A forecast of expected load over some future time horizon. Short-term load forecasts are used to determine what supply sources are needed. Longer-term load forecasts are used for budgeting and long-term resource planning.

Marginal Unit: An additional unit of power generation to what is currently being produced. At and electric power plant, the cost to produce a marginal unit is used to determine the cost of increasing power generation at that source.

MCE: Formerly Marin Clean Energy - the first CCE in California serving Cities within and the Counties of Marin and Napa.

MRTU: CAISO's Market Redesign and Technology Upgrade. The redesigned, nodal (as opposed to zonal) market that went live in April of 2009.

Net Energy Metering: The program and rates that pertain to electricity customers who also generate electricity, typically from rooftop solar panels.

Non-Coincident Peak: Energy demand by a customer during periods that do not coincide with maximum total system load.

NP15: Refers to a wholesale electricity pricing hub - North of Path 15 - which roughly corresponds to PG&E's service territory. Forward and Day-Ahead power contracts for Northern California typically provide for delivery at NP15. It is not a single location, but an aggregate based on the locations of all the generators in the region.

On-Bill Repayment (OBR): Allows electric customers to pay for financed improvements such as energy efficiency measures through monthly payments on their electricity bills.

Operate on the Margin: Operation of a business or resource at the limit of where it is profitable.

Opt-Out: Community Choice Aggregation is, by law, an opt-out program. Customers within the borders of a CCE are automatically enrolled within the CCE unless they proactively opt-out of the program.

Power Cost Indifference Adjustment (PCIA): A charge applied to customers who leave IOU service to become Direct Access or CCE customers. The charge is meant to compensate the IOU for costs that it has previously incurred to serve those customers.

PPA (Power Purchase Agreement): The standard term for bilateral supply contracts in the electricity industry.

Renewable Energy Credits (RECs): The renewable attributes from RPS-qualified resources which must be registered and retired to comply with RPS standards.

Resource Adequacy (RA): The requirement that a Load-Serving Entity own or procure sufficient generating capacity to meet its peak load plus a contingency amount (15 percent in California) for each month.

RPS (Renewable Portfolio Standards): The state-based requirement to procure a certain percentage of load from RPS-certified renewable resources.



Scheduling Coordinator: An entity that is approved to interact directly with CAISO to schedule load and generation. All CAISO participants must be or have an SC.

Scheduling Agent: A person or service that forecasts and monitors short term system load requirements and meets these demands by scheduling power resource to meet that demand.

Sonoma Clean Power (SCP): A CCE serving Sonoma County and Sonoma County Cities.

Spark Spread: The theoretical grow margin of a gas-fired power plant from selling a unit of electricity, having bought the fuel required to produce this unit of electricity. All other costs (capital, operation and maintenance, etc.) must be covered from the spark spread.

Supply Stack: Refers to the generators within a region, stacked up according to their marginal cost to supply energy. Renewables are on the bottom of the stack and peaking gas generators on the top. Used to provide insights into how the price of electricity is likely to change as the load changes.

Weather Adjusted: Normalizing energy use data based on differences in the weather during the time of use. For instance, energy use is expected to be higher on extremely hot days when air conditioning is in higher demand than on days with comfortable temperature. Weather adjustment normalizes for this variation.

Western Electric Coordinating Council (WECC): The organization responsible for coordinating planning and operation on the Western electric grid.

Wholesale Power: Large amounts of electricity that are bought and sold by utilities and other electric companies in bulk at specific trading hubs. Quantities are measured in MWs, and a standard wholesale contract is for 25 MW for a month during heavy-load or peak hours (7am to 10 pm, Mon-Sat), or light-load or off-peak hours (all the other hours).

WSPP (Western States Power Pool) Agreement: Common, standardized enabling agreement to transact in the wholesale power markets.

			3	s Ange	Los Angeles Community Choice Energy (LACCE)	nmunit	ty Cho	ice Ene	rgy (L	ACCE)								
				Phas	Phase 1 Summary Milestone Schedule	nmary	Miles	tone Sc	hedul	_ a								
		2015							2016	16							2017	
Task Name	೦೮	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	lan	Feb	Mar
Task Force Meetings	▼		♦		•		•	•		 \tau \tau \tau \tau \tau \tau \tau \tau	♦	♦	♦	\	♦	\	\$	\
Acquire SCE Data (three phases)		Ord	rder 🔷 1st	t 🔷 2nd	•	Final									 	<u> </u>	<u>, </u>	·
Business Plan								Draft 🔷		Ŷ	Final							
JPA Governing Documents										ľ	Final		-					
Board Approves Ordinance/Resolution										ľ	Authorization	a						
Implementation Plan/Statement of Intent											Submit to CPUC	PUC	<u> </u>					
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* Includes all required forms and Binding Letter of Intent.

Start-Up LACCE Cash Needs	Needs for CY 2016	016				
	August	September	October	November	December	Total
IOU Fees (including Billing)	\$780	0\$	\$0	\$2,938	\$6,203	\$9,921
Consultants						
PFM	\$25,000	\$25,000	\$25,000	\$25,000	\$0	\$100,000
Legal/Regulatory	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Financial	\$25,000	\$25,000	\$25,000	\$25,000	\$50,000	\$150,000
Advertising/Communication				\$10,000	\$10,000	\$20,000
Services	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$100,000
Staffing	\$45,000	\$55,000	\$55,000	\$55,000	\$55,000	\$265,000
General & Admin	\$45,000	\$35,000	\$25,000	\$25,000	\$25,000	\$155,000
CPUC Bond	\$0	\$100,000	\$0	\$0	\$0	\$100,000
SCE Bond (Phase 1 & 2)	\$0	\$259,930	\$0	\$0	\$0	\$259,930
Total Budget	\$210,780	\$569,930	\$200,000	\$212,938	\$216,203	\$1,409,851

ATTACHMENT 3

LACCE March 3, 2017 Public Meeting Presentation

os Angeles Community Choice Energy (LACCE)

Public Meeting March 3, 2017

Welcome

Gary Gero, Chief Sustainability Officer County of Los Angeles

Today's Agenda

► Brief Overview of LACCE

► Technical Discussion with County's expert consultants ▶ Review of the Draft Joint Powers Agreement

◆ Overview of the Schedule

▶ Questions & Answers



Investor-Owned Utility

Community Choice Aggregation 10W Purchases Power,

Sets Raites, & Provides CCA Purchases Power, **Customer Programs**

Vransmission Lines 1000 Medinitedins

100 Maintains

Reading and Billing 1000 Provides Meter Services

Publicly-Owned Utility

POW Purchases Power, Sets Raites, & Provides Customer Programs

Uransmission Lines POU Medinitedins

POW Provides Meter Readling and Billting

Reading and Billling Services

10W Provides Meter

<u> 1</u>21

Sets Raites, Provides

Customer Programs

Potential LACCE Program Offerings

- 1. Green Tiers (cities may choose their own default option):
- v. 30% renewables
- . 50% renewables
- c. 100% renewables
- 2. Customer Programs
- 4. Net Energy Metering/Feed In Tariffs
- . Energy Efficiency and Demand Response
 - . Electric Vehicle Programs
-). Business Development rates
- Local Renewable Energy Resource Development Distributed Energy Resources (DER)

LACCE Benefits: Rates

Rate dass	SCE Bundled Rate	LACCE RPS Bundled Rate	SCE 50% Green	LACCE 50% Green Bundled Rate	SCE 100% Green	LACCE 100% Green Bundled Rate	
Residential	17.1	16.2	18.85	16.4	20.6	18.2	
Small (commercial	16.6	15.7	18.35	15.9	20.1	17.7	
Medium Gommeratell	15.8	15	17.55	15.2	19.3	16.9	
large ලංකාං පැලේව	14.5	13.8	16.25	13.9	18	15.5	
Small (Public Authority)	12.6	12	14.35	12.1	16.1	13.4	
lenga Public Authority	10.4	9.9	12.15	10	13.9	11.1	
Small Undustriel	13.1	12.4	14.85	12.6	16.6	14	
Medium industritel	11.7	11.1	13.45	11.2	15.2	12.5	
ीडाएड किर्माडी	7.5	7.1	9.25	7.2	11	œ	1
jiotal Modela Retra Sevlings මහන SG i Stenderd Rete		5.4%		4.1%		-6.3%	
savlings Over comparable SG3 Rete		5.4%		13%		12%	•
							•

Los Angeles Community Choice Energy LACCE Benefits: Economic Development

Total Electricity Savings

- A 5.4% rate reduction saves LACCE customers \$20 million/year
- This \$20 million rate reduction is estimated to create 200 new jobs in LA County.
- In aggregate, these benefits could add \$16 million to the County's economy.

Power Supply Construction Projects

- Construction of one 50 MW solar project in County could create 1,500 jobs during construction and 15 full-time permanent jobs.
- LACCE will need many of these local energy generation projects at full build-out.

LACCE Benefits: Customer Choice and Local Control

Customer Choice

CCAs offer customers new options (CCA rate offerings), without removing old options (SCE)

Having both CCA and SCE products gives customers choice

Local Control

CCAs enable communities to invest locally; ratepayer funds can be used to support local projects instead of being sent to SCE

customer programs (e.g., energy efficiency, solar incentives, EV CCAs have local control over their power supply, rates, and incentives, etc.)

▶ New additions to the LACCE consultant team

Introductions and Discussion

► Barbara Boswell - former Executive Director of Lancaster Clean Energy (LCE)

▶ Bill Carnahan - former Executive Director of the Southern California Public Power Authority (SCPPA)

Los Angeles Community Choice Energy LACCE Joint Powers Agreement (JPA) **Overview**

▶ Negotiating Process

Recitals

■ Governance

▶ Board of Directors

▼ Voting Structure

Special Voting

▶ Committees

Los Angeles Community Choice Energy LACCE JPA Negotiating Process

▶ In December 2016, we held a public workshop to get ideas and input on elements of an LACCE JPA

Since January 2017, the County has held negotiating sessions with interested cities every two weeks · Over 50 cities expressed interest in participating in LACCE, and dozens actively participated in the JPA negotiations Cities were encouraged to bring up any issue or point of contention they wished. Many did and we held robust discussions.

The draft JPA reflects the broad consensus of the County and cities.

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INTEREST IN LACEE Hawthorne Paramount Amosa Bezeth Pico Rivera Hidden Hills Redondo Bea	try ठेळते ada	ගම pod kle aach	ដែ ood oo oo oo ood ood ood ood ood ood o	/Penty pello alik ale SEstatos
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LACCE JPA: Recitals

- The starting point of negotiation was the Recital language used in the JPA that governs East Bay Community Energy (EBCE) in Alameda County
- Most of the EBCE language was kept, but some modifications were made based on discussions with cities
- The LACCE Recitals reflect the County and cities commitment to lower cost, greener, and more local energy, and stable and skilled local workforce.

Los Angeles Community Choice Energy LACCE JPA: Recital Examples

(GHG) emissions than SCE, and one that supports the achievement of the parties' greenhouse gas reduction goals and the comparable goals of all Develop an electric supply portfolio with overall lower greenhouse gas participating jurisdictions

energy infrastructure of Los Angeles County and Southern California (e.g. union and prevailing wage jobs, and local workforce development). The Authority, as a leader in the shift to a clean energy, commits to ensuring Recognize the value of current workers in existing jobs that support the it will take steps to minimize any adverse impacts to these workers to ensure a "just transition" to the new clean energy economy

affordable and flexible energy options, including the provision of energy Ensure that low-income households and communities are provided with discounted rates to eligible low-income households

LACCE JPA: Board of Directors

must be an elected official or member of the governing Each member of the JPA shall appoint a Director, who board of that jurisdiction

 Members are allowed to appoint up to two Alternate Directors.

▶ Alternate Directors may be:

Elected official

► Appointed official (commissioners)

Staff member

▶ Member of the public, provided they meet certain qualifications

Alternate Director: Member of the Public

Any alternate Director that is a member of the public must have demonstrated knowledge in energy-related matters through significant experience in either: A

1) an electric utility or company, agency, or nonprofit providing services

2) a regulatory agency or local government body overseeing an electric utility or a company, agency, or nonprofit providing services to such an A

3) an academic or nonprofit organization engaged in research and/or advocacy related to the electric sector. A

LACCE JPA: Voting Structure

One member, one vote.

Most items require a simple majority of the Directors present to vote in the affirmative for approval.

▶ Some items require a 2/3s majority vote.

Directors may ask for a "weighted vote" in which a members' voting share is weighted based on the size of their electricity

To initiate a weighted vote, at least three Directors must request it.

Los Angeles Community Choice Energy LACCE JPA: Special Voting Requirements

Specific items require a supermajority of Directors (2/3) to vote in the affirmative for approval: Change the designation of the Treasurer or Auditor of the Authority

Issue bonds or other forms of debt

Exercise eminent domain

Amend of the JPA

Adopt or amend the bylaws

Remove a member for cause

Los Angeles Community Choice Energy ▶ Negotiations resulted in two required, standing LACCE Board to form any other committees it ▶ Permissive language is included to allow the LACCE JPA: Committees

deems necessary

► Executive Committee

committees

▶ Finance Committee

LACCE JPA: Permissive Committee Language Los Angeles Community Choice Energy

Section 5.9:

implementing the CCA Program, other energy programs and the provisions committees and shall determine whether members shall be compensated of this Agreement. The Board may establish rules, regulations, policies, Commissions, Boards and Committees. The Board may establish any advisory commissions, boards and committees as the Board deems bylaws or procedures to govern any such commissions, boards, or appropriate to assist the Board in carrying outs its functions and or entitled to reimbursement for expenses.

LACCE JPA: Standing Committees Executive Committee

Policies and Procedures. The Board may not delegate to the Executive delegate authority regarding certain essential functions, including but Committee or any other committee its authority under Section 3.2,12 not limited to, approving the fiscal year budget or hiring or firing the Executive Director, and other functions as provided in the Operating committee consisting of a smaller number of Directors. The Board may delegate to the Executive Committee's such authority as the Board might otherwise exercise, except that the Board may not **Executive Committee.** The Board shall establish an executive to adopt and amend the Operating Policies and Procedures.

LACCE JPA: Standing Committees
Finance Committee

Finance Committee. The Board shall establish a finance committee consisting of a smaller number of Directors. The primary purpose of the Finance Committee is to review and recommend to the Board:

▶ A funding plan;

A fiscal year budget;

▶ Financial policies and procedures to ensure equitable contributions by Parties;

Such other responsibilities as provided in the Operating Policies and Procedures.

JPA and Enrollment Schedule

▶ March 13, 2017 - Written comments due from the public

public comments, make revisions to the LACCE JPA based on ▶ By end of March 2017 - County and cities meet to review those comments, and make any other changes as needed. 28 - 140

cities begin process of adopting enabling ordinance and JPA to Board report presented to Board of Supervisors (date tbd) and April 2017 - LACCE JPA, enabling ordinance, and supporting join LACCE.

Fall 2017 - Initial LACCE participants finalized.

Implementation Schedule

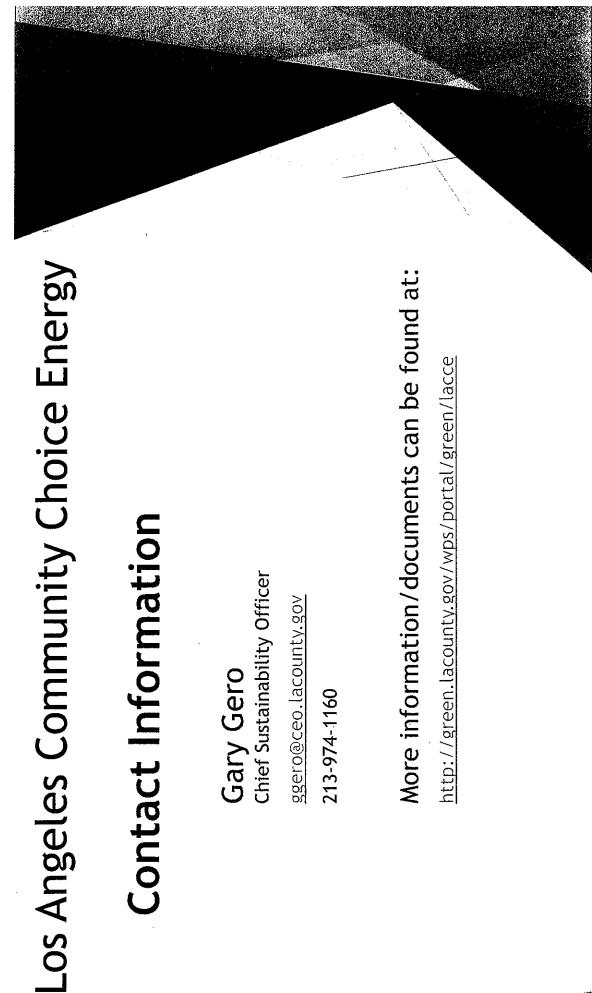
▶ To ensure a smooth launch and rollout, the LACCE team has had discussions with SoCal Edison to determine the best approach.

₽ Phased rollout:

- ▶ Phase 1, January 2018 (about 2,000 accounts)
- Los Angeles County municipal facilities
- ▶ Phase 2, July 2018 (about 200,000 accounts)
- City municipal facilities
- City and County commercial and industrial customers
- Phase 3, January 2019 (about 1.5 Million accounts)
- City and County residential customers



QUESTIONS & ANSWERS



Contact Information

Gary Gero

Chief Sustainability Officer

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213-974-1160

More information/documents can be found at:

http://green.lacounty.gov/wps/portal/green/lacce

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ATTACHMENT 4 CCA Rates and Power Supply Comparison Report



March 29, 2017

CCA Rates and Power Supply Comparison

CCA Power Products

The following figure compares the power products offered by each IOU with those offered by the CCA's operating in their service territory. "Renewable share" refers to the percentage of each provider's power supply that is sourced from RPS-eligible generation resources. "GHG-Free Share" includes all power from the "renewable share" category as well as the share of power sourced from GHG-free but RPS-ineligible resources such as nuclear and large hydroelectric power. Finally, the "alternative products" category lists the "opt-up" options available through each provider. These are premium products that customers voluntarily pay a premium to receive. Acronyms in the figure are as follows:

Acronym	Name	Organization Type	
PG&E	Pacific Gas and Electric	Investor-Owned Utility	
MCE	Marin Clean Energy	Community Choice Aggregation	
SCP	Sonoma Clean Power	Community Choice Aggregation	
CPSF	Clean Power San Francisco	Community Choice Aggregation	
PCE	Peninsula Clean Energy	Community Choice Aggregation	
SCE	Southern California Edison	Investor-Owned Utility	
LCE	Lancaster Choice Energy	Community Choice Aggregation	

Organization	Renewable Share	GHG-Free Share	Alternative Products
PG&E	30%	60%	50% RPS, 100% RPS
MCE	52%	76%	100% RPS, 100% Local Solar
SCP	36%	77%	100% RPS
CPSF	40%	63%	100% RPS
PCE	50%	75%	100% RPS
SVCE	50%	100%	100% RPS
SCE	25%	33%	50% RPS, 100% RPS
LCE	35%	35%	100% RPS

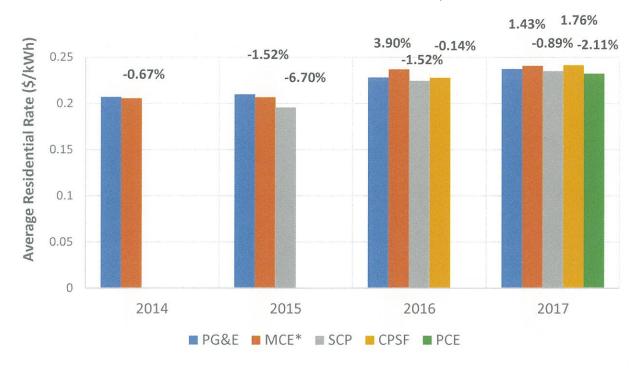
CCA-IOU Rates Comparison

The following figure compares rates of each CCA with their incumbent IOU over the period from 2014-2017. The comparison is made for an average single-family residential customer with a monthly energy usage of 467 kWh. Data is sourced from "Joint Rate Comparisons" issued jointly by the CCA and IOU each year. Each of these comparisons is provided as a snapshot during each year. However, rate changes are made periodically throughout the year, but are not always accompanied by publicly issued rate comparisons. Notably, customers of Marin Clean Energy (MCE) have enjoyed rates that are lower than PG&E 70% of the time MCE has been in operation (MCE has been operational since 2010, but rate

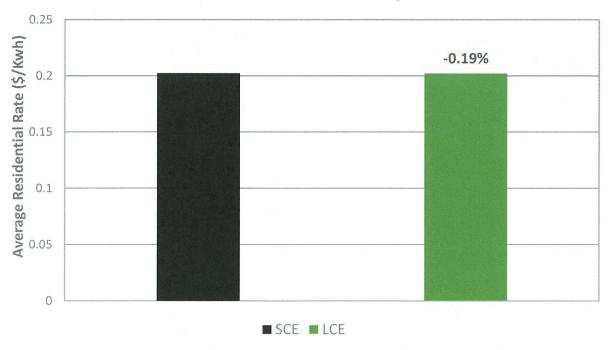
¹ Weisz, Dawn. San José City Council Meeting, 3/21/2017. Transcript page. 59, accessed on 3.29.2017 at: http://sanjose.granicus.com/DocumentViewer.php?file=sanjose_dbff294038b3a25959a7d6a127b97e6d.pdf&view=1

comparisons for the years 2010-2014 are not available). Data labels indicate the percentage difference between the CCA's rates and the IOU's for the given year.

PG&E-CCA Historic Rate Comparison



SCE-CCA Historic Rate Comparison



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ATTACHMENT 5

LA Times Article "Public energy programs offer lower rates – at first"

Public energy programs offer lower rates — at first

Cost advantage from operations such as what L.A. County has OKd tends to decline.

April 30, 2017 By Ivan Penn

Southern California Edison customers looking to cure their power-bill pain might find some relief in Los Angeles County's new government-run energy program — but the track records of similar public energy efforts show that the initial cost advantage doesn't last.

From California to Massachusetts, the kinds of community energy programs that L.A. County approved this month lowered electricity bills 5% to 40% when they began.

But after an initial honeymoon period, the savings have tended to shrink.

In many cases, the electricity-cost difference between the old utility and the newer competing public program has declined to a few cents a month on customers' bills. In some cases, the cost advantage for the new rivals has disappeared altogether.

And California's investor-owned utilities just tossed another complication into the mix.

Customers who leave the traditional utilities are required to pay a fee for electricity bought on their behalf that no longer is needed, and now the utilities — Southern California Edison, San Diego Gas & Electric and Pacific Gas & Electric — want to increase it, according to a proposal filed with regulators Tuesday. Increasing the fee included with each month's bill would further reduce any cost difference.

Still, proponents of the government-run operations, called Community Choice Aggregation programs, or CCAs, contend that they offer benefits to all electricity users beyond cost savings.

The public programs replace some of the functions performed by traditional, investor-owned utilities such as Edison.

The government-run operations take on the role of purchasing power as well as developing their own sources of electricity, such as by placing solar panels atop roofs or canopies on parking lots.

In doing so, they compete against the utilities in securing power contracts and finding suitable spots for developing sustainable power projects.

But Edison, SDG&E and PG&E still must collect money from all utility customers to pay for maintenance of power lines, substations and other resources that help make up the electric grid.

"They're responsible for system reliability," said Steve Hoffman, a retired president of power company NRG West. "All of those costs are still going to be borne by CCA customers."

Much of the economic benefit to consumers comes from the utility — government-run or investorowned — that can secure the best deal and save consumers money.

But there's an additional benefit: As the government-run energy programs push for more clean energy, Edison and other investor-owned utilities increasingly must consider that consumers might want wider use of solar or wind power rather than fossil fuel sources such as natural gas or coal.

"CCAs do provide pressure on the utilities," Hoffman said.

How well is public power performing?

About half a dozen states allow community choice aggregation programs, including California, Illinois, Massachusetts, New Jersey, Ohio and Rhode Island.

In Illinois, utility customers participate in the government programs at a higher rate than in any other state. About 60% of the state's utility customers are enrolled in community energy programs, down from as high as 80% when the initial savings was a third of the cost at the investor-owned utility.

Illinois offers utility customers broad flexibility to switch between the investor-owned utilities and the government-run programs.

As older, higher-priced contracts ended, investor-owned utilities negotiated better deals that let them offer more competitive prices to retail customers.

"Basically, [the investor-owned utilities] had a high-note mortgage and refinanced it at a lower rate," said Mark Pruitt, principal at the Illinois Community Choice Aggregation Network.

Chicago was the biggest Illinois town to join the public power push. But only two years later, in 2015, city officials decided to get out of the business of supplying energy and returned about 750,000 households, or about 2 million people, to the investor-owned utility because prices had become more competitive.

Scott Tess, environmental sustainability manager for Urbana, Ill., said the majority of the utility customers in the college town are enrolled in the government program. He said it sometimes is difficult to see savings from month to month because electricity usage and prices fluctuate.

"There are quarters of the year where we haven't competed as well," Tess said. "It's actually hard to see \$5 or \$10 savings per month. It's actually year to year that you see the savings."

Greening the Cape

In Cape Cod, Mass., where Maggie Downey runs Cape Light Compact, the nation's oldest community choice aggregation program, about 65% of ratepayers have stayed with the public energy plan even though it isn't always the cheapest.

Over the 15 years that the Cape Light Compact has operated, a residential customer would have paid on average about \$6.30 more a year for electricity but also would have gotten increasingly clean options, culminating with the recent introduction of a 100% renewable energy selection.

"It brings in more choices," said Downey, whose program serves 207,000 customers. "We never say we're the lowest price. If we bought today, the price could change. The price could go up."

Giving customers the ability to choose clean energy is one of the major benefits of community energy programs, beyond any potential savings, proponents argue.

In Marin County

About 255,000 utility customers are part of California's oldest community energy program that began in Marin County in May 2010. That's 83% of the eligible customers in the service area.

Over the life of the program, electricity costs for those customers were cheaper than PG&E about 70% of the time.

"Right now, our rates are barely less than theirs," said Jamie Tuckey, a spokeswoman for the program in Northern California, dubbed MCE. "But it's less."

The typical MCE residential customer pays about \$97.75 a month for electricity from 50% renewable energy sources such as solar power, which means the program already meets the state's mandate that utilities get half their power from clean sources by 2030.

That compares with a typical PG&E customer bill of \$98.30 a month for an electricity mix of about 33% from renewable sources, including about 13% from solar.

MCE and PG&E also offer 100% clean energy options. MCE's 100% clean energy program increases monthly costs by about \$4 to a typical residential bill, while PG&E's comparable program adds about \$13.

"We've seen their rates reduce. They're also even offering 100% renewable option," Tuckey said.

"I think a lot of that," she said, "is spurred by the competition that CCAs are creating in California." ivan.penn@latimes.com