



**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, July 19, 2017, at 6:00 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: 2

**B. 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

**C. Initiation of Litigation**

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

Number of Cases: 1

**D. Real Property Negotiations**

CONFERENCE WITH REAL PROPERTY NEGOTIATION, Pursuant to Government Code Section 54956.8:

Property: Phase I Caltrans Surplus Properties

Negotiating Parties: Caltrans and City of South Pasadena,  
Elaine Aguilar, Interim City Manager

Under Negotiation: Price and Terms

*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.*  
07/13/2017 \_\_\_\_\_  
Date Desiree Jimenez,  
Deputy City Clerk

**NEW MEETING LOCATION:**

South Pasadena Unified School District  
Board Room  
1020 El Centro Street  
South Pasadena, CA 91030



**CITY OF SOUTH PASADENA  
CITY COUNCIL SPECIAL MEETING AGENDA**

**South Pasadena Unified School District Board Room  
1020 El Centro Street, South Pasadena, CA 91030**

**Wednesday, July 19, 2017, at 7:30 p.m.**

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

- CALL TO ORDER:** Mayor Michael A. Cacciotti
- ROLL CALL:** Councilmembers Robert S. Joe, Marina Khubesrian, M.D., Diana Mahmud; Mayor Pro Tem Richard D. Schneider, M.D.; and Mayor Michael A. Cacciotti
- INVOCATION:** Councilmember Khubesrian  
*\*In permitting a nonsectarian invocation, the City does not intend to proselytize, advance, or disparage any faith or belief. Neither the City nor the City Council endorses any particular belief or form of invocation.*
- PLEDGE OF ALLEGIANCE:** Councilmember Khubesrian
- 1. CLOSED SESSION ANNOUNCEMENTS:** A Closed Session Agenda has been posted separately

**PRESENTATIONS**

- 2. Presentation of a Certificate of Appreciation to the Colburn School Adult Wind Symphony for its Patriotic Concert Performance at Library Park**
- 3. Status Update Regarding the Metro Gold Line Extension Construction Authority**

**APPOINTMENTS**

**4. Appointment to the Los Angeles Community Choice Energy Board of Directors**

Recommendation

Appoint Kim Hughes as an Alternate Director to the Los Angeles Community Choice Energy Board of Directors.

**5. Commission Appointment**

Recommendation

Appoint Michael Lejeune to the Design Review Board to a three year term ending December 31, 2020.

**COMMUNICATIONS**

**6. 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.

**7. City Manager Communications**

**8. Merchant Minute**

**9. Reordering of and Additions to the Agenda**

**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**

**10. Minutes of the City Council Meetings of June 7, 2017, June 21, 2017, and July 10, 2017**

Recommendation

Approve the minutes of the June 7, 2017, June 21, 2017, and July 10, 2017 City Council Meetings.

**11. Prepaid Warrants, General City Warrants, and Payroll**

Recommendation

Approve the City of South Pasadena Prepaid Warrants Nos. 198859 through 199152 in the amount of \$3,166,947.89; General City Warrants Nos. 199153 through 199243 in the amount of \$381,306.20; Payroll dated June 30, 2017, in the amount of \$464,165.40, and Payroll dated July 14, 2017 in the amount of \$609,287.17.

**12. Monthly Investment Reports for May 2017**

Recommendation

Receive and file the Monthly Investment Reports for May 2017.

**13. Discretionary Fund Requests from Mayor Cacciotti, Mayor Pro Tem Schneider, Councilmember Joe, Councilmember Khubesrian, and Councilmember Mahmud for the Purpose of Purchasing Native Plants for the South Pasadena Nature Park**

Recommendation

Approve the discretionary fund requests by Mayor Cacciotti designating \$200, Mayor Pro Tem Schneider designating \$250, Councilmember Joe designating \$250, Councilmember Khubesrian designating \$250, and Councilmember Mahmud designating \$250 for the purpose of purchasing native plants for the South Pasadena Nature Park.

**14. Second Reading and Adoption of an Ordinance Amending the South Pasadena Municipal Code to Update the City of South Pasadena Historic Preservation Ordinance**

Recommendation

Adopt 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.”

**15. Second Reading and Adoption 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

Adopt 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.”

**16. Approve an Amended and Restated Agreement with Acorn Technology Corporation for Information Technology Services**

Recommendation

Approve an amended and restated agreement with Acorn Technology Corporation for Information Technology Services.

**17. Authorize the City Manager to Execute a Professional Services Agreement with Nelson Nygaard Consulting Associates for Transportation Consulting Services to Identify Projects for the Remaining Measure R Funds**

Recommendation

Authorize the City Manager to execute a Professional Services Agreement (PSA) with Nelson Nygaard Consulting Associates for transportation consulting services to identify appropriate transportation projects for the City of South Pasadena (City) from the remaining Measure R funds.

**18. Approval of a Letter to the Los Angeles County Metropolitan Transportation Authority Regarding Security on the Metro Gold Line**

Recommendation

Approve a letter to the Los Angeles County Metropolitan Transportation Authority regarding security on the Metro Gold Line.

**19. Award of Contract to Judge Netting, Inc., for the Construction of the Driving Range Fence for the Preparation of the Arroyo Seco Bicycle and Pedestrian Trail**

Recommendation

1. Accept a bid dated June 12, 2017, from Judge Netting Inc. for the construction of the driving range fence.
2. Authorize the City Manager to execute an agreement with Judge Netting, Inc. for the amount of \$153,600 and reject all other bids.
3. Appropriate a sum of \$153,600 from the Arroyo Seco Golf Course account.

**20. Award of Construction Contract to Clean Fuel Connection, Inc. to Upgrade the Compressed Natural Gas Station**

Recommendation

1. Accept a bid dated April 11, 2017, from Clean Fuel Connection, Inc. for the design and construction of the Compressed Natural Gas Station Upgrade Project and authorize the City Manager to enter into a contract with the Contractor for an amount of \$300,000.
2. Appropriate a sum of \$80,000 from Proposition C to Account No. 207-9000-9307-9307 and \$100,535 from the Sewer Reserve Fund to Account No. 210-9000-9307-9307.

**21. Acceptance of the Citywide Roof Replacement Project and Authorization to Release Retention Payment to Universal Coatings, Inc**

Recommendation

1. Accept the Citywide Roof Replacement Project as complete and authorize to record a Notice of Completion with the Los Angeles County Registrar-Recorder County Clerk.
2. Authorize release of retention payment to Universal Coatings, Inc. in the amount of \$5,654.66.

**22. Adoption of a Resolution Approving the Annual Auditor’s Report and Authorizing the Collection of the Library Special Tax for Fiscal Year 2017-18**

Recommendation

Adopt a resolution entitled “A Resolution of the City Council of the City of South Pasadena, California, approving the Annual Auditor’s Report and setting the rate of the Library Special Tax to finance Library Services for Fiscal Year 2017-18.”

**23. Authorization to Amend Contract with Southwest Pipeline & Trenchless Corporation for the Sewer Rehabilitation and Replacement Project Phase 2**

Recommendation

Authorize the City Manager to execute a contract amendment with Southwest Pipeline and Trenchless Corporation for additional work to the Sewer Rehabilitation and Replacement Project Phase 2 for a not-to-exceed amount of \$408,779.20.

**24. Authorization to Amend Contract with Valley Construction Management for the Construction Management and Inspection Services for the Sewer Rehabilitation and Replacement Project Phase 2**

Recommendation

Authorize the City Manager to execute a contract amendment with Valley Construction Management (Consultant) for additional professional services for the Sewer Rehabilitation and Replacement Project Phase 2 (Project) for a not-to-exceed amount of \$49,560.

**PUBLIC HEARING**

**25. Public Hearing Confirming Charges Assessed for the Abatement of Seasonal Growth of Hazardous Weeds on Respective Parcels of Land of Unimproved Private Properties Constituting a Fire Hazard**

Recommendation

Conduct a Public Hearing to hear any objections or protests from property owners related to the cost of abating the seasonal growth of hazardous weeds to prevent the spread of uncontrolled fires and confirm the weed clearance charges.

**ACTION/DISCUSSION**

**26. Consideration of Whether to Transition from an At-Large Electoral System to a District-Based Electoral System for Members of the City Council**

Recommendation

1. Adopt a resolution entitled "A Resolution of the City Council of the City of South Pasadena, California, declaring its intent to transition from at-large elections for City Council to district-based elections for City Council pursuant to Elections Code Section 10010."

OR

2. Authorize a response letter to plaintiff's counsel, Kevin Shenkman, asserting no violation of the California Voting Rights Act.

**27. First Reading and Introduction of an Ordinance to Amend the South Pasadena Municipal Code to Establish City Campaign Contribution Regulations**

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, adding a new Article XIV to Chapter 2 (Administration) to the South Pasadena Municipal Code establishing City Campaign Contribution Regulations."

**28. Discussion of the San Gabriel Valley Council of Governments' Integration of the Alameda Corridor East**

Recommendation

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

**29. Water Conservation Rebate Program for Fiscal Year 2017-18**

Recommendation

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

**30. Authorize the City Manager to enter into a Cooperative Agreement with the City of San Marino for the Sharing of Fire Department Command Staff**

Recommendation

1. Authorize the City Manager to enter into an Cooperative Agreement with the City of San Marino for the sharing of Fire Department Command Staff.

2. Authorize the City Manager to increase the number of full-time employees in the South Pasadena Fire Department by two (2) Division Chiefs.

**COUNCILMEMBERS COMMUNICATIONS (continued)****ADJOURNMENT****FUTURE CITY COUNCIL MEETINGS  
(OPEN SESSION)**

August 2, 2017	CANCELLED		
August 16, 2017	Regular City Council Meeting	Council Chamber	7:30 p.m.
September 6, 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](http://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](http://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](http://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.*

07/18/2017  
Date

  
Desiree Jimenez,  
Deputy City Clerk



This page intentionally left blank.

THE CITY OF SOUTH PASADENA EXPRESSES

# APPRECIATION



## The Colburn School Adult Wind Symphony

In appreciation of performing a patriotic concert in celebration of Independence Day (Fourth of July) at the South Pasadena Public Library Park and for dedicated commitment through a passion for the arts while promoting South Pasadena's reputation as an "arts town" and a cultural center



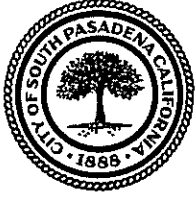
Dated this 19<sup>th</sup> day of July, 2017

\_\_\_\_\_  
Michael A. Cacciotti, Mayor

\_\_\_\_\_  
Evelyn G. Zneimer, City Clerk

AGENDA ITEM 2

This page intentionally left blank.



**City of South Pasadena  
Office of the Mayor**

# Memo

**Date:** July 19, 2017  
**To:** The Honorable City Council  
**From:** Mayor Michael A. Cacciotti *MA for MAC*  
**Re:** Appointment to the Los Angeles Community Choice Energy Board of Directors

---

With the City Council concurrence at the July 19, 2017 City Council Meeting, I propose to appoint the following to serve on an as-needed basis:

- **Kim Hughes to the Los Angeles Community Choice Energy Board of Directors as an Alternate Director**

Applications are on file at the City Clerk's Office, at City Hall, 2<sup>nd</sup> floor, 1414 Mission Street, South Pasadena, CA 91030.

Thank you.

This page intentionally left blank.





**City of South Pasadena  
Office of the Mayor**

# Memo

**Date:** July 19, 2017  
**To:** The Honorable City Council  
**From:** Mayor Michael A. Cacciotti *MA for MAC*  
**Re:** Commission Appointment

---

With the City Council concurrence at the July 19, 2017 City Council Meeting, I propose to appoint the following to a full three-year term ending December 31, 2020:

- **Michael Lejeune to the Design Review Board**

Applications are on file at the City Clerk's Office, at City Hall, 2<sup>nd</sup> floor, 1414 Mission Street, South Pasadena, CA 91030.

Thank you.

This page intentionally left blank.



**Wednesday, June 7, 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, June 7, 2017, at 7:45 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**

Councilmember Mahmud gave the invocation.

**PLEDGE OF ALLEGIANCE**

Councilmember Mahmud led the Pledge of Allegiance.

**CLOSED SESSION ANNOUNCEMENTS**

**1. Closed Session Announcements**

The Regular Closed Session of the City Council of June 7, 2017, was called to order by Mayor Pro Tem Schneider at 6:30 p.m.

William Sherman, South Pasadena resident, noted that the City of Rosemead recently hired an attorney to oppose the actions taken by the Metro Board in regard to the State Route 710 North Extension Project; suggested that the City Council expand its contract with Tony Rossmann to allow him to continue to work with the State Legislature to ensure that the tunnel project is terminated and funding is reallocated to alleviate local traffic congestion.

Harry Knapp, South Pasadena resident, recommended that the City Council leverage Tony Rossmann’s relationships with the State Legislature to ensure that the tunnel project is eliminated.

Odom Stamps, South Pasadena resident, urged the City Council to be cautious in assuming the tunnel project is completely eliminated and suggested that the City Council utilize Tony Rossmann’s services to eliminate future consideration of the tunnel project.

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

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

Number of Cases: 1

B. CONFERENCE WITH 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

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

Number of Cases: 1

City Attorney Highsmith reported that the City Council received briefings and provided direction to staff regarding the agendaized Closed Session Items, but did not take any reportable action; noted that Closed Session Item B was not discussed.

**PRESENTATIONS****2. Presentation by the Pasadena Humane Society on Available Animal Adoptions**

Julie Bank, Pasadena Humane Society (PHS) President/CEO, introduced a kitten that is now available for adoption; encouraged residents to visit the adoption center; noted that low cost vaccinations and spay and neuter services are available at the Shelter.

**3. Presentation by BikeSGV Regarding the 2017 626 Golden Streets Festival**

Wesley Reutimann, Executive Director of BikeSGV, displayed a video and reported on the success of the 2017 626 Golden Streets Festival.

**COMMISSION APPOINTMENTS****4. City Council Liaison Appointments to the Library Board of Trustees and Public Safety Commission**

MOTION BY COUNCILMEMBER KHUBESRIAN, SECOND BY COUNCILMEMBER JOE, CARRIED 5-0, to appoint John Lesak to the Cultural Heritage Commission for a full three-year term ending December 31, 2019.

**COMMUNICATIONS****5. Councilmembers Communications**

Councilmember Khubesrian spoke on the historic vote taken by the Metro Board of Directors to eliminate funding for the State Route 710 North Extension Project; commended the community and partner cities for their collaboration and alliance.

Mayor Pro Tem Schneider reported on his attendance at the Metro Board meeting, noting that the room burst into applause following the Board's vote to defund the tunnel project.

Councilmember Mahmud requested that the City Council agenda discussion of the integration of the San Gabriel Valley Council of Governments with the Alameda Corridor East Construction Authority, seconded by Councilmember Khubesrian; reported that the South Pasadena Tournament of Roses Committee will host its annual Cruz'n for Roses in September.

Mayor Cacciotti requested that the City Council agenda discussion of the City's Resolution of Inclusivity and Diversity, seconded by Councilmember Khubesrian; reported on and displayed photos of his recent activities throughout the community; advised that he signed his mayoral support for the Paris Climate Agreement goals.



**6. City Manager Communications**

City Manager Aguilar announced upcoming community events and introduced Rafael Casillas as the recently hired Deputy Public Works Director.

**7. Reordering of and Additions to the Agenda**

None.

**PUBLIC COMMENTS**

Ana Estevez, Baldwin Park resident, expressed gratitude to the organizations that have aided her in the search for her missing child, Aramazd Andressian Jr.; requested the City Council support her efforts by supplementing the reward for information and assisting with the distribution of his missing persons bulletin at public facilities, on social media, and with local news media.

Police Chief Miller advised the Los Angeles County Sheriff's Department is the lead agency for the investigation; stated that the investigation is ongoing and all leads are being pursued; noted there is no higher priority for our community and the City will continue to be vigilant.

At the request of Ana Estevez, the City Council directed City staff to move forward with posting the missing person bulletin for Aramazd Andressian Jr. at public facilities, on social media, and request support from the local news media.

Sam Burgess, South Pasadena resident, spoke on the history of efforts to extend the State Route 710 through South Pasadena; thanked the City Council for collaborating with neighboring cities to create the Five Cities Alliance.

Jeffrey Burke, Member of the Finance Commission, voiced concern that the City is projected to have structural budget deficit, pointing out the large CalPERS pension liability; advised that the Finance Commission recommends that the City Council take immediate action to shore up the City's finances, including eliminating funding for the proposed pocket parks; suggested that the pocket park project savings should be deposited into a pension reserve fund.

Gary Pia, City Treasurer and Member of the Finance Commission, conveyed support for Commissioner Burke's comments, opining there is no greater financial threat than the pension liability.

Stephen Beckham, South Pasadena resident, requested that the City Council extend the preferential parking district to Diamond Avenue and enforce 1-hour parking limits during school hours; stated that neighboring cities have parking restrictions near high schools.

Councilmember Khubesrian encouraged Mr. Beckham to attend future General Plan workshops, noting that the General Plan will comprehensively address parking, traffic, and circulation. Councilmember Mahmud advised Mr. Beckham to garner support from his neighbors and to obtain consensus prior to requesting a parking district.

Brandon Fox, South Pasadena resident, requested that the City Council restrict traffic from State Route 710 onto Fremont Street; stated that vehicle are speeding and have struck pets.

Mayor Pro Tem Schneider requested that staff evaluate traffic calming measures that could be implemented on Fremont Street. Councilmember Khubesrian advised that traffic mitigation funds will become available now that the SR-710 tunnel project has been eliminated, suggesting that Mr. Fox attend the meetings of the Freeway and Transportation Commission.

Erna Ohlsson, South Pasadena resident, spoke in favor of a SR-710 North Extension Project, opining that it would alleviate traffic congestion on Fremont Avenue.

Paul Yrisarri, South Pasadena resident, commended Senior Center staff for arranging for a senior citizen trip to the Getty Villa, noting that it was well planned and executed.

Ellen Wood, Member of the Finance Commission, spoke in support of Commissioner Burke's and Treasurer Pia's comments, citing the need to exercise fiscal restraint over discretionary spending.

Don Jones, South Pasadena resident, suggested that the City should have a celebration for the elimination of the SR-710 tunnel project.

Joseph Payne, representing the 4<sup>th</sup> of July Festival of Balloons Committee, described the poster contest depicting the "Freedom on the Road. Celebrating Route 66" theme and announced the winners; encouraged the community to attend the 4<sup>th</sup> of July festivities.

## **CONSENT CALENDAR**

MOTION BY COUNCILMEMBER KHUBESRIAN, SECOND BY COUNCILMEMBER JOE, CARRIED 5-0, to approve the Consent Calendar Item Nos. 8, 10-12, 14-16, and 18-19; with Item Nos. 9, 13, 17, and 20 pulled for separate discussion.

### **8. Prepaid Warrants, General City Warrants, and Payrolls**

MOTION BY COUNCILMEMBER KHUBESRIAN, SECOND BY COUNCILMEMBER JOE, CARRIED 5-0, to approve the City of South Pasadena Prepaid Warrants Nos. 198401 through 198495 in the amount of \$853,052.55; General City Warrants Nos. 198496 through 198684 in the amount of \$1,419,272.21; Payroll dated May 19, 2017 in the amount of \$475,414.62 and Payroll dated June 2, 2017 in the amount of \$439,794.60; Seated as the Successor Agency to the Community Redevelopment Agency, approve the Redevelopment Successor Agency Prepaid Warrants in the amount of \$382.50 (included in the above totals).

**10. Adoption of a Resolution Approving a Grant Application for the Arroyo Seco Bicycle and Pedestrian Trail from the California Climate Investments' Urban Greening Grant Program as a Pre-Requisite for the Grant Submittal**

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

- 1. Adopt Resolution No. 7516 entitled "A Resolution of the City Council of the City of South Pasadena, California, approving the application for grant funds for California Climate Investments Urban Greening Grant Program."
- 2. Authorize the City Manager or their designee to sign the application and all related grant documents.

**11. Adoption of a Resolution Determining and Establishing an Appropriations Limit for Fiscal Year 2017-18 in Accordance with Article XIII B of the California Constitution**

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

- 1. Choose the Los Angeles County population growth as the population adjustment factor for the Fiscal Year 2017-18 Appropriations Limit.
- 2. Choose the California per capita income as the price adjustment factor for the FY 2017-18 Appropriations Limit.
- 3. Adopt Resolution No. 7517 entitled "A Resolution of the City Council of the City of South Pasadena, California, determining and establishing an Appropriations Limit for Fiscal Year 2017-18 in accordance with Article XIII B of the California Constitution and Government Code Section 7910."

**12. Acceptance of Project Completion, Authorization to File a Notice of Completion for the Demonstration Garden, and Authorization to Release Retention Payment to Cerco Engineering**

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

- 1. Accept the Demonstration Garden as complete and authorize the issuance of a Notice of Completion with the Los Angeles County Registrar-Recorder/County Clerk.
- 2. Authorize release of retention payment to Cerco Engineering in the amount of \$5,422.

**14. Acceptance of Project Completion and Authorization to File a Notice of Completion for FY 2016-17 CDBG Sidewalk Replacement and ADA Access Ramp Project and Authorization to Release Retention Payment to CJ Concrete Construction, Inc.**

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

1. Accept the project improvements as complete and authorize the issuance of a Notice of Completion for the Fiscal Year 2016-17 Community Development Block Grant Sidewalk Replacement and ADA Access Ramp Project.
2. Authorize release of retention payment to CJ Concrete Construction Inc., in the amount of \$12,396.15.

**15. Adoption of Resolution Authorizing Signatories on City Bank Accounts and Related Banking Documents**

MOTION BY COUNCILMEMBER KHUBESRIAN, SECOND BY COUNCILMEMBER JOE, CARRIED 5-0, to adopt Resolution No. 7518 entitled "A Resolution of the City Council of the City of South Pasadena, California, authorizing investment of monies in the Local Agency Investment Fund."

**16. Resolution Approving the Application for Grant Funds for the Environmental Enhancement Mitigation Program Under Section 164.56 of the Streets and Highways Code for the South Pasadena Urban Reforestation Project**

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

1. Adopt Resolution No. 7519 entitled "A Resolution of the City Council of the City of South Pasadena, California, approving the application for grant funds for the Environmental Enhancement and Mitigation Program."
2. Authorize the City Manager or their designee to sign the application and all related grant documents.

**18. Award of Contract to Sully-Miller Contracting Company for the Construction of the Arroyo Seco Pedestrian and Bicycle Trail**

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

1. Accept a bid dated May 16, 2017, from Sully-Miller Contracting Company for the construction of the Arroyo Seco Pedestrian and Bicycle Trail.
2. Authorize the City Manager to execute an agreement with Sully-Miller Contracting Company for the amount of \$2,086,255.49.

*(Council action continued on next page)*

- 3. Appropriate a sum of \$380,000 of the State Transportation Program Local Fund for the Project.
- 4. Direct staff to initiate value engineering prior to the start of construction optimizing the use of available grant funds and return to the City Council with a request for supplemental funding, if necessary.
- 5. Reject all other bids.

**19. Award of a Professional Services Agreement with GK and Associates for Construction Management and Inspection for the Arroyo Seco Pedestrian and Bicycle Trail**

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

- 1. Accept a proposal dated May 16, 2017, from GK and Associates for Construction Management and Inspection for the Arroyo Seco Pedestrian and Bicycle Trail.
- 2. Authorize the City Manager to execute an agreement with GK and Associates for a not-to-exceed amount of \$99,765.
- 3. Reject all other proposals received.

**ITEMS REMOVED FROM THE CONSENT CALENDAR FOR DISCUSSION**

**9. Second Reading and Adoption of Ordinance to Add Section 5.22-2 To Article I Of Chapter 5, (Animals and Fowl) and Amending Sections 5-22.1 (Mistreating Baby Fowl or Rabbits) of Chapters 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**

The following speakers expressed gratitude to the City Council for adopting the proposed ordinance:

Bianca Richards, South Pasadena resident  
Gretchen Robinette, South Pasadena resident

MOTION BY COUNCILMEMBER MAHMUD, SECOND BY COUNCILMEMBER JOE, CARRIED 5-0, to adopt Ordinance No. 2313 entitled “An Ordinance of the City Council of the City of South Pasadena, California, 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.”



13. **Acceptance of Project Completion, Authorization to File a Notice of Completion for the Monterey Road Improvement Project, and Authorization to Release Retention Payment to Vido Samarzich Inc.**

Mayor Pro Tem Schneider stated that there is significant community interest in the future reconfiguration of Monterey Road, noting that an official decision on the reconfiguration has not yet been determined.

In response to City Council inquiry, Public Works Director Toor explained the project was under-budget due to the neighborhood's cooperation in relation to relocating walls and utility boxes.

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

1. Accept the Monterey Road Improvement Project as complete and authorize the issuance of a Notice of Completion with the Los Angeles County Registrar-Recorder/County Clerk.
2. Authorize release of retention payment to Vido Samarzich Inc., in the amount of \$59,102.

17. **Award of Contract with Castlerock Environmental, Inc., for the Interior Construction and Rehabilitation of the Eddie Park House**

In response to City Council inquiry, Community Services Director Pautsch displayed photos depicting the existing conditions and proposed improvements to the Eddie Park House.

Councilmember Mahmud suggested that staff work with a Cultural Heritage Commissioner and a Parks and Recreation Commissioner to ensure that the improvements will be compatible with the historic character of the building.

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

1. Accept price quote dated May 24, 2017, from Castlerock Environmental, Inc., for the interior construction and rehabilitation of the Eddie Park House.
2. Authorize the City Manager to enter into a contract with Contractor for a not-to-exceed amount of \$75,551.
3. Approve an appropriation in the amount of \$47,498 from Account No. 105-8031-8170 for the remaining balance including a 10% contingency.
4. Reject all other bids.

**20. Approval of a Letter to the Los Angeles County Metropolitan Transportation Authority Regarding Vote on the State Route 710 North Extension Project**

Coby King, President of High Point Strategies, commended the City Council for its efforts to defeat the SR-710 North Extension project; encouraged the City to work with its coalitions until the project is finally eliminated.

Councilmember Mahmud suggested that the letter be amended to include reference to the SR-110 Interchange Project.

In response to City Council inquiry, Public Works Director Toor provided an update on the SR-110 Interchange Project, noting that it is anticipated that additional project funding might become available in 2018.

The City Council agreed not to include reference to the SR-110 Interchange Project in the proposed letters, suggesting that a future, more comprehensive letter regarding priority transportation projects could include the SR-110 Interchange Project; noted minor corrections to the draft letter, pointing out that the letter should refer to a revised or amended motion and to notate the vote by all of the Metro Board Members.

MOTION BY MAYOR PRO TEM SCHNEIDER, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 5-0, to approve a letter to the Los Angeles County Metropolitan Transportation Authority regarding their vote on the State Route 710 North Extension Project, as amended.

**PUBLIC HEARINGS**

**21. Adoption of a Resolution Confirming an Annual Levy and Collection of Assessments for the Lighting and Landscaping Maintenance District for Fiscal Year 2017-18**

Public Works Director Toor presented the staff report.

Mayor Cacciotti opened and closed the Public Hearing, there being no one desiring to speak on this item.

In response to City Council inquiry, Public Works Director Toor advised that the Lighting and Landscaping Maintenance District (LLMD) was subsidized by over \$200,000 from the General Fund; stated that the City will need to seek alternate funding sources or implement reductions in service levels; noted that the contractors are seeking substantial rate increases due to rising minimum wage rates; stated that street lights are being replaced with LED lights and that full replacement is expected to take up to one year.

MOTION BY COUNCILMEMBER MAHMUD, SECOND BY COUNCILMEMBER JOE, CARRIED 5-0, to adopt Resolution No. 7520 entitled "A Resolution of the City Council of the City of South Pasadena, California, confirming the Fiscal Year 2017-18 annual levy and collection of assessments certain maintenance in an existing district pursuant to the provisions of Division 15, Part 2 of the Streets and Highways Code of the State of California."

**22. 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**

Planning and Building Director Watkins presented the staff report and responded to City Council inquiries.

Mayor Cacciotti opened and closed the Public Hearing, there being no one desiring to speak on this item.

Councilmember Schneider voiced concern that the proposed ordinance is broad and difficult to enforce, citing the section which prohibits the transportation, distribution, and delivery of marijuana.

City Attorney Highsmith advised that it is unclear how state regulations will address mobile marijuana dispensary businesses; noted that the adult-use of marijuana in a private residence will be legal and will not be a code enforcement issue.

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

1. Introduce 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."
2. Direct that the Police Department track complaints related to marijuana use.

**23. Approval of a Resolution Adopting the Fiscal Year 2017-18 Budget**

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

Mayor Cacciotti opened and closed the Public Hearing, there being no one desiring to speak on this item.

In response to City Council inquiry, Finance Director Batt explained the history and purpose of the Appropriations Limit, noting that the City is in compliance with the regulation.

The City Council acknowledged the concerns expressed by members of the Finance Commission, noting that the City will need to address its ongoing fiscal stability; pointed out that the pocket park funding has been held in reserves for years and the community has demonstrated significant interest in the development of these parks.

MOTION BY COUNCILMEMBER MAHMUD, SECOND BY MAYOR CACCIOTTI, CARRIED 5-0, to:

1. Adopt Resolution No. 7521 entitled "A Resolution of the City Council of the City of South Pasadena, California, adopting the Fiscal Year 2017-18 Budget."
2. Direct that a joint session of the City Council and Finance Commission be scheduled in the upcoming Fiscal Year to discuss the City's financial forecast.

#### **ACTION/DISCUSSION**

#### **24. Establishment of an Ad Hoc Advisory Committee for the Proposed Water and Sewer Rates**

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

Mayor Cacciotti opened and closed the Public Comment period, there being no one desiring to speak on this item.

MOTION BY COUNCILMEMBER MAHMUD, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 5-0, to appoint Councilmembers Joe and Mahmud to serve on an Ad Hoc Advisory Committee to review and to provide a recommendation on the proposed water and sewer rates.

#### **25. Approval of City Memberships to Regional, State, and National Organizations**

Assistant to the City Manager Demirjian presented the staff report and responded to City Council inquiries.

Mayor Cacciotti opened and closed the Public Comment period, there being no one desiring to speak on this item.

Following discussion, MOTION BY COUNCILMEMBER KHUBESRIAN, SECOND BY COUNCILMEMBER MAHMUD, CARRIED 5-0, to approve the roster of City Memberships to Regional, State, and National Organizations, with the following direction:

1. Discontinue membership with the Independent Cities Association.
2. Agendize a presentation by the SGV Economic Development Partnership, noting a particular interest in the online economic development toolkit.

**REPORTS****26. Update on the Council Ad Hoc Rent Stabilization Committee**

Management Analyst Castruita narrated a PowerPoint presentation entitled "Update on the Council Ad Hoc Rent Stabilization Committee" and responded to City Council inquiries.

Mayor Cacciotti opened the Public Comment period.

Linda Krausen, South Pasadena resident, voiced disappointment that a rent control ordinance would not affect a one-third of South Pasadena rental properties; expressed support for a rental review board with regulatory powers.

Deborah Lutz, South Pasadena resident, voiced opposition to the establishment of a rent control ordinance, pointing out that property owners are taking a financial risk and need flexibility to address future property maintenance.

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

During the course of discussion, the City Council noted: 1) that property owners are concerned that rent control regulations would be onerous and cause property owners to convert apartments into condos and single-family homes would become owner-occupied, 2) other cities that have adopted rent control regulations tend to be larger with more staff and financial resources, 3) the Housing Rights Center has been utilized multiple times by local tenants with positive outcomes, and 4) that the City Council could consider establishing a rent review committee in the future, if needed.

In response to City Council inquiry, City Attorney Highsmith explained the purpose and limitations of just cause eviction regulations, noting that tenants and landlords would continue to seek resolution through the courts.

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

1. Direct staff to agendize discussion of the services provided by the Housing Rights Center for a future City Council meeting.
2. Direct staff to agendize a 6-month update regarding the utilization of the Housing Rights Center's services by South Pasadena residents for a future City Council meeting.

**ADJOURNMENT**

Mayor Cacciotti adjourned the City Council Meeting at 11:40 p.m.

---

Evelyn G. Zneimer  
City Clerk

---

Michael A. Cacciotti  
Mayor

Minutes approved by the South Pasadena City Council on July 19, 2017.

This page intentionally left blank.



**Wednesday, June 21, 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, June 21, 2017, at 7:44 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 Pro Tem Schneider gave the invocation.

**PLEDGE OF ALLEGIANCE**

Mayor Pro Tem Schneider led the Pledge of Allegiance.

**CLOSED SESSION ANNOUNCEMENTS**

**1. Closed Session Announcements**

The Regular Closed Session of the City Council of June 21, 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 – ANTICIPATED LITIGATION, Pursuant to Government Code Section 54956.9 (d)(2):

Number of Cases: 1

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

Number of Cases: 1

- C. 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

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

**PRESENTATIONS**

- 2. **Presentation by the Sanitation District of Los Angeles County Regarding the Clearwater Tunnel Project**

Grace Robinson Hyde, Sanitation District of Los Angeles County Chief Engineer and General Manager, and Ray Trembley, Head of Facilities Planning Department, narrated a PowerPoint presentation entitled “Overview of Agency and Clearwater Program” and responded to City Council inquiries.

**COMMUNICATIONS**

- 3. **Councilmembers Communications**

Councilmember Khubesrian requested that the City Council agendaize consideration of hiring a transportation consultant to assist with prioritizing specific projects in the Long-Range Transportation Plan as well as to coordinate with the local coalitions in selecting such projects, seconded by Mayor Pro Tem Schneider.



Councilmember Mahmud reported successful upgrades to the Library's internet capacity and computer resources; encouraged residents to participate in the next compost and mulch giveaway; announced the upcoming Fourth of July festivities and urged the community to participate in annual fundraising events.

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

Mayor Cacciotti displayed photos and reported on the Annual Torch Run, Chinese-American Elected Officials event, and the mulch giveaway; commended staff for the progress on the Arroyo Seco Bicycle and Pedestrian Trail; requested that the City Council agendaize consideration of issuing a letter to the Metro Board regarding security concerns on the Metro Gold Line, seconded by Councilmember Mahmud.

#### **4. City Manager Communications**

City Manager Aguilar invited the community to attend the Movie in the Park event, the Arroyo Seco Bicycle and Pedestrian Trail groundbreaking on June 27, 2017, and upcoming General Plan Focus Group meetings.

Police Chief Miller and Sargent Craig Phillips, representing the South Pasadena Police Officers Association, announced the My ID Program intended to provide pertinent medical information to first responders.

#### **5. Merchant Minute**

Mayor Cacciotti introduced Sara Rose and Rebecca Orlandini, of SugarMynt Gallery, who invited the community to visit their business, noting that their Gallery highlights a variety of Los Angeles area artists in a relaxed atmosphere with a small-town vibe; noted that the Gallery offers wine and paint events every month and will be hosting a special Halloween event featuring the Mike Myers House located next door.

#### **6. Reordering of and Additions to the Agenda**

The City Council agreed to reorder the agenda to consider Item No. 28 (Community Choice Energy Program) immediately following Item No. 25 (Historic Preservation Ordinance).

### **PUBLIC COMMENTS**

Ron Rosen, South Pasadena resident, expressed concerns regarding two Golf Course buildings recommended for preservation by the Cultural Heritage Commission (CHC); encouraged the City Council to expedite the process for consideration of the CHC recommendation, suggesting that the buildings be ineligible for preservation.

Dillon Chang, South Pasadena resident, spoke regarding the historical designation of his home and requested that the City Council provide assistance with navigating the review process in the absence of consistent guidelines.

The City Council requested that City staff contract Mr. Chang regarding his property.

### **CONSENT CALENDAR**

MOTION BY COUNCILMEMBER KHUBESRIAN, SECOND BY COUNCILMEMBER JOE, CARRIED 5-0, to approve the Consent Calendar Item Nos. 7-14, 16-18, and 20-22; with Item Nos. 15, 19, and 23 pulled for separate discussion.

#### **7. Minutes of the City Council Meeting of May 17, 2017**

MOTION BY COUNCILMEMBER KHUBESRIAN, SECOND BY COUNCILMEMBER JOE, CARRIED 5-0, to approve the minutes of the May 17, 2017 City Council Meeting.

#### **8. Prepaid Warrants, General City Warrants, and Payroll**

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

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

MOTION BY COUNCILMEMBER KHUBESRIAN, SECOND BY COUNCILMEMBER JOE, CARRIED 5-0, to adopt Ordinance No. 2314 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. **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**

MOTION BY COUNCILMEMBER KHUBESRIAN, SECOND BY COUNCILMEMBER JOE, CARRIED 5-0, to 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. **Discretionary Fund Request from Mayor Pro Tem Schneider in the Amount of \$850 for the Purpose of the South Pasadena Beautiful Arbor Committee**

MOTION BY COUNCILMEMBER KHUBESRIAN, SECOND BY COUNCILMEMBER JOE, CARRIED 5-0, to approve the discretionary fund request by Mayor Pro Tem Schneider designating \$850 for the purpose of the South Pasadena Beautiful Arbor Committee.

13. **Discretionary Fund Request from Councilmember Khubesian in the Amount of \$800 for the Purpose of a Tower Garden at the Senior Center**

MOTION BY COUNCILMEMBER KHUBESRIAN, SECOND BY COUNCILMEMBER JOE, CARRIED 5-0, to approve the discretionary fund request by Councilmember Khubesian designating \$800 for the purpose of Tower Garden at the Senior Center.

14. **Discretionary Fund Request from Mayor Cacciotti for the Purpose of an Eagle Scout Project**

MOTION BY COUNCILMEMBER KHUBESRIAN, SECOND BY COUNCILMEMBER JOE, CARRIED 5-0, to approve the discretionary fund request by Mayor Cacciotti for the purpose of an Eagle Scout Project.

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

MOTION BY COUNCILMEMBER KHUBESRIAN, SECOND BY COUNCILMEMBER JOE, CARRIED 5-0, to approve a one-year service agreement with Intercare Holdings Insurance Services, Inc., for the administration of workers compensation claims.

17. **Contract Amendment with Great Match Consulting to Provide Supplemental Staffing on an As-Needed Basis**

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

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

- 1. Adopt Resolution No. 7522 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.

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

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

- 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 Kollé Avenue (APN No. 5311-015-038)**

MOTION BY COUNCILMEMBER KHUBESRIAN, SECOND BY COUNCILMEMBER JOE, CARRIED 5-0, to approve a covenant for the proposed single-family home at 1214 Kollé Avenue, and authorize the recordation of the Covenant with the Los Angeles County Registrar-Recorder/County Clerk's Office.

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

MOTION BY COUNCILMEMBER KHUBESRIAN, SECOND BY COUNCILMEMBER JOE, CARRIED 5-0, to authorize a Letter of Opposition to Senate Bill 649 related to wireless and small cell: telecommunications facilities.

**ITEMS REMOVED FROM THE CONSENT CALENDAR FOR DISCUSSION****15. Approval of a Contract with Envicom Corporation for Environmental Consultant Services Associated with a 15-Unit Condominium Project at 181-187 Monterey Road**

Following clarification, MOTION BY COUNCILMEMBER MAHMUD, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 5-0, to 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, noting reference to Mitigated Negative Declaration should be deleted.

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

Mayor Cacciotti noted that the Air Quality Management District (AQMD) may have grant funding available to assist in purchasing a cleaner-fueled loader and requested that City staff follow-up with AQMD prior to completing the purchase.

Public Works Director Toor noted that there is only a need for a small loader and alternative fueled loaders appear to be too large to be stationed at the Service Yard.

MOTION BY COUNCILMEMBER MAHMUD, SECOND BY COUNCILMEMBER JOE, CARRIED 5-0, to 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, subject to staff contacting AQMD regarding possible gap funding for the purchase of an appropriately-sized electric, hybrid, or alternative fuel loader and to provide Mayor Cacciotti with an update.

**23. Award of Contract to Climatec, LLC, to Perform an Energy and Water Resources Investment Grade Audit**

Councilmember Mahmud expressed concern that the proposed contract would obligate the City to contract with Climatec for implementation of the audit findings, without competitive bidding.

City Attorney Highsmith and Public Works Director Toor advised that the contract could be amended to clarify that the City will be under no obligations to utilize the services of Climatec for implementation of the audit findings.

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

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, subject to inclusion of City Attorney approved verbiage ensuring that the City will not be obligated to utilize Climatec for implementation of the audit findings.

**ACTION/DISCUSSION****24. Discussion of City Public Safety Policy on Immigrant Status and Federal Enforcement**

Police Chief Miller presented the staff report; explained that the Police Department does not inquire about a suspects or victims immigration status nor does it participate in immigration enforcement actions; noted that Immigration and Customs Enforcement (ICE) holds are typically serve on agencies operating jail facilities, point out that the City does not operate a jail facility; advised that the City does not have an existing cooperative agreement with ICE nor is there any intent to enter into such agreement; responded to City Council inquiries.

Mayor Cacciotti opened the Public Comment period.

The following speakers requested that the City Council support adoption and implementation of policies which offer protections to residents regardless of immigration status:

Linda Krausen, South Pasadena resident

Anne Bagasao, South Pasadena resident

Abelardo de la Peña Jr., South Pasadena resident

Zahir Robb, South Pasadena resident

Dr. Pavitra Anand, South Pasadena resident

Ciena Valenzuela, South Pasadena resident

Megan Guerrero, South Pasadena resident

Ahilan Arulannthum, Director of Advocacy/Legal Director for ACLU of Southern California

Cambria Tortorelli, representing the Holy Family Catholic Church

Le Señora Christina, South Pasadena resident

Gilbert Saucedo, South Pasadena resident

Harry Knapp, South Pasadena resident

Carlos Sanchez, South Pasadena resident, expressed concerns regarding the level of misinformation contributing to the sense of fear in the community; encouraged the public to consider the existing checks and balances as it relates to immigration; urged the City Council to exercise caution when implementing new immigration policies.

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

Following discussion, MOTION BY COUNCILMEMBER KHUBESRIAN, SECOND BY COUNCILMEMBER MAHMUD, CARRIED 5-0, to:

1. Refer to the Public Safety Commission consideration of amending Policy 415 to clarify and align the policy with current practices and to evaluate City of Los Angeles Executive Directive No. 20 and City Attorney Report "Sanctuary City Litigation and Policies relating to the City's Undocumented Immigrant Population" for applicability, modification, and possible adoption in South Pasadena.
2. Establish a City Council Subcommittee of Councilmember Mahmud and Mayor Pro Tem Schneider to address immigration status related issues.

The City Council further directed that the Public Safety Commission meetings related to these discussions be advertised and held in the City Council Chambers during evening hours.

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

Senior Planner Mayer narrated a PowerPoint presentation entitled "Historic Preservation Ordinance" and responded to City Council inquiries.

Mayor Cacciotti opened the Public Comment period.

Richard Petty, South Pasadena resident, requested that the City Council refrain from terminating Mills Act contracts under the proposed ordinance as to avoid unintended financial complications for the recipients.

Glenn Duncan, South Pasadena resident, referenced updates that were approved by the Cultural Heritage Commission but omitted from the updated document; submitted printed copies detailing suggested amendments.

Marcello Vavala, representing the Los Angeles Conservancy, spoke in favor of and encouraged the City Council to support the updated Historic Preservation Ordinance.

Joanne Nuckols, South Pasadena resident, spoke in favor of the ordinance and encouraged the City Council to consider language revisions to strengthen and clarify the section addressing non-emergency demolition of a historic resource.

Ellen Wood, South Pasadena resident, urged the City Council to order an operational audit of policies and procedures relative to planning, building, and historic preservation to provide clarity and consistency.

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

MOTION BY COUNCILMEMBER MAHMUD, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 5-0, to 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," with the following modifications:

- a. Insertion of the following verbiage regarding Mills Act contracts: 1) The term of Mills Act Contracts shall be a minimum of 10 years unless a property owner issues a notice of non-renewal as provided below in section 2.68 e. 5); 2) Each Mills Act Contract shall provide that unless a notice of non-renewal is issued, a year shall be added automatically to the initial term on the anniversary date of the contract or such other date as specified in the contract; and 3) The owner shall have the right (per Government Code Section 50282) to appeal a notice of non-renewal.
- b. Delete reference to Potential Historic Districts and Preservation Planning Areas.
- c. Delete reference to "indirect" within the definition for alterations.

**26. Discussion of the San Gabriel Valley Council of Governments' Integration of the Alameda Corridor East**

This matter was continued to a future City Council meeting, without discussion.

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

This matter was continued to a future City Council meeting, without discussion.

**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**

Senior Management Analyst Shimmin narrated a PowerPoint presentation entitled "Los Angeles Community Choice Energy" and responded to City Council inquiries.

Mayor Cacciotti opened and closed the Public Comment period, there being no one desiring to speak on this item.

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, California, approving the Joint Powers Agreement for Los Angeles Community Choice Energy and authorizing the implementation of a Community Choice Aggregation Program."
2. Appoint Diana Mahmud to serve as the City's Director to the Joint Powers Authority.
3. Direct staff to solicit applications for interested parties, meeting the specified criteria, to serve at the alternate Director to the JPA for consideration by the Mayor and confirmation by the City Council

**ADJOURNMENT**

Mayor Cacciotti adjourned the City Council Meeting at 11:51 p.m.

---

Evelyn G. Zneimer  
City Clerk

---

Michael A. Cacciotti  
Mayor

Minutes approved by the South Pasadena City Council on July 19, 2017.





**Monday, July 10, 2017**  
**Minutes of the Special Meeting of the City Council**

**CALL TO ORDER**

A Special Meeting of the South Pasadena City Council was called to order by Mayor Cacciotti on Monday, July 10, 2017, at 7:30 p.m., in the City Manager's Conference Room, Second Floor, City Hall, located at 1414 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, and Teresa L. Highsmith, City Attorney were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

**PUBLIC COMMENTS**

None.

**CLOSED SESSION**

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

Number of Anticipated Cases: 1

**CLOSED SESSION ANNOUNCEMENTS**

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

**ADJOURNMENT**

Mayor Cacciotti adjourned the Special City Council Meeting at 9:15 p.m.

---

Evelyn G. Zneimer  
City Clerk

---



Michael A. Cacciotti  
Mayor

Minutes approved by the South Pasadena City Council on July 19, 2017.

# City of South Pasadena/ Redevelopment Successor Agency Agenda Report

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

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

COUNCIL AGENDA: July 19, 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 \$3,166,947.89  
 General City Warrants in the Amount of \$381,306.20 and Payroll  
 in the Amount of \$1,073,452.57**

### Recommendation

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

### Fiscal Impact

Prepaid Warrants:		
Warrant # 198859 – 199152		\$ 3,166,947.89
General City Warrants:		
Warrant # 199153 – 199243		\$ 381,306.20
Payroll 06-30-17		\$ 464,165.40
Payroll 07-14-17		\$ 609,287.17
RSA:		
Prepaid Warrants		\$
General City Warrants		\$
Payroll 06-30-17		\$
Payroll 07-14-17		\$
Total		\$ <u>4,621,706.66</u>

### 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.

Attachments:

1. Warrant Summary
2. Prepaid Warrant List
3. General City Warrant List
4. Payroll 06-30-17 and Payroll 07-14-17
5. Redevelopment Successor Agency Check Summary Total

**ATTACHMENT 1**  
**Warrant Summary**

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

Fund No.	Date 07.19.17 Amounts			
	Prepaid	Written	Payroll	
General Fund	101	1,130,585.32	144,666.22	554,173.12
Insurance Fund	103		4,000.00	
Street Improvement Program	104	8,233.66	3,951.36	
Facilities & Equip.Cap. Fund	105	3,982.48	153,558.84	
Local Transit Return "A"	205	20,379.94	151.84	16,008.29
Local Transit Return "C"	207	1,730.17	6,025.00	12,722.24
Sewer Fund	210	26,094.58	55.52	25,592.35
CTC Traffic Improvement	211			
Street Lighting Fund	215	34,723.60	16,036.11	10,696.14
Public,Education & Govt Fund	217			
Clean Air Act Fund	218			
Business Improvement Tax	220	48,200.00		
Gold Line Mitigation Fund	223			
Mission Meridian Public Garage	226	804.13		
Housing Authority Fund	228			
State Gas Tax	230	5,329.88	4,489.88	31,146.30
County Park Bond Fund	232	7,580.56	765.00	
Measure R	233	33,297.19		
MSRC Grant Fund	238			
Bike & Pedestrian Paths	245			
BTA Grants	248			
Golden Streets Grant	249			
Capital Growth Fund	255			
CDBG	260	5,644.25		
Asset Forfeiture	270			
Police Grants - State	272	27,012.36		
Homeland Security Grant	274			
Park Impact Fees	275	9,136.70		
HSIP Grant	277			
Arroyo Seco Golf Course	295			
Sewer Capital Projects Fund	310	213,876.51	23,685.00	246.78
Water Fund	500	1,242,990.71	23,921.43	107,799.86
2016 Water Revenue Bonds Fund	505			
Public Financing Authority	550			
Payroll Clearing Fund	700	347,345.85		315,067.49
<b>Column Totals</b>		<b>3,166,947.89</b>	<b>381,306.20</b>	<b>1,073,452.57</b>
<b>City Report Totals</b>			<b>4,621,706.66</b>	

Fund No.	Amounts			
	Prepaid	Written	Payroll	
RSA	227	-	-	-
<b>Column Totals</b>		-	-	-
<b>RSA Report Totals</b>				-
<b>Grand Report Total</b>			<b>4,621,706.66</b>	

Michael A. Cacciotti, Mayor

*David Batt*  
David Batt, Finance Director

Evelyn G. Zneimer, City Clerk

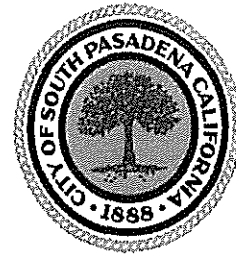
**ATTACHMENT 2**  
**Prepaid Warrant List**

<b>Voided Checks</b>	
<b>198631</b>	<b>\$353.00</b>
<b>198880</b>	<b>\$132.44</b>
<b>199015</b>	<b>\$6,000.00</b>
<b>199148</b>	<b>\$632.00</b>
<b>199149</b>	<b>\$2,207.59</b>
<b>199150</b>	<b>\$750.00</b>

# Accounts Payable

## Check Detail

User: mfestejo  
 Printed: 07/13/2017 - 11:19AM



Check Number	Check Date		Amount
<b>ABB5689 - Abbey Graphics Line Item Account</b>			
198882	06/22/2017		
Inv	9252		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/05/2017	Proclamation Paper,Cert.of Appreciations & Recognitions	101-1010-1011-8020-000	465.98
Inv 9252 Total			465.98
198882 Total:			465.98
<b>ABB5689 - Abbey Graphics Total:</b>			465.98
<b>ABOU5270 - Abourjeili, Alba Line Item Account</b>			
198914	06/29/2017		
Inv	R82739		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	Refund Cancelled Soccer Camp Class	101-0000-0000-5270-002	145.00
Inv R82739 Total			145.00
198914 Total:			145.00
<b>ABOU5270 - Abourjeili, Alba Total:</b>			145.00
<b>SPR6611 - Accela, Inc. #774375 Line Item Account</b>			
199088	07/03/2017		
Inv	INV-ACC30949		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/30/2017	Software Maint. 7/1/17 - 6/30/18	101-2010-2032-8180-000	27,000.00
05/30/2017	Software Maint. 7/1/17 - 6/30/18	500-3010-3012-8110-000	14,428.27
Inv INV-ACC30949 Total			41,428.27
199088 Total:			41,428.27
<b>SPR6611 - Accela, Inc. #774375 Total:</b>			41,428.27
<b>AFLA7010 - AFLAC Line Item Account</b>			
199134	07/13/2017		



Check Number	Check Date		Amount
Inv	P/R/E 6/11/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/05/2017	Optional Ins. Jun-17	700-0000-0000-2255-000	1,120.79
Inv P/R/E 6/11/17 Total			1,120.79
199134 Total:			1,120.79
<b>AFLA7010 - AFLAC Total:</b>			1,120.79
<b>AGIA8032 - AGI Academy Line Item Account</b>			
198915	06/29/2017		
Inv	Spring 2017		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/16/2017	Instructor Computer Adventure Class	101-8030-8032-8267-000	114.40
Inv Spring 2017 Total			114.40
198915 Total:			114.40
<b>AGIA8032 - AGI Academy Total:</b>			114.40
<b>ALAL5011 - Alert-All Corp. Line Item Account</b>			
198916	06/29/2017		
Inv	217060014		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/07/2017	FD Dept. Supplies	101-5010-5011-8020-000	217.50
Inv 217060014 Total			217.50
Inv	217060282		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2017	FD Supplies-Fire Hat, Badge Stickers, Coloring Books & Brochures	101-1010-1011-8021-000	499.70
Inv 217060282 Total			499.70
198916 Total:			717.20
<b>ALAL5011 - Alert-All Corp. Total:</b>			717.20
<b>ACMT2920 - All City Management Line Item Account</b>			
198917	06/29/2017		
Inv	49203		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/24/2017	PD School Crossing Guard Svcs 5/7-5/20/17	101-4010-4011-8180-000	6,884.01
Inv 49203 Total			6,884.01

Check Number	Check Date		Amount
Inv 49450			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/06/2017	PD School Crossing Guard Svcs 5/21-6/3/17	101-4010-4011-8180-000	6,231.74
Inv 49450 Total			6,231.74
198917 Total:			13,115.75
<b>ACMT2920 - All City Management Total:</b>			13,115.75
<b>ALL0197 - All Star Fire Equipment, Inc. Line Item Account</b>			
198918	06/29/2017		
Inv 198984			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/31/2017	FD Dept. Supplies	101-5010-5011-8020-000	83.72
Inv 198984 Total			83.72
Inv 199310			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/14/2017	FD Dept. Supplies	101-5010-5011-8020-000	299.06
Inv 199310 Total			299.06
198918 Total:			382.78
199070	06/30/2017		
Inv 130651			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2017	FD Vehicle Equipment Supplies	105-5010-5011-8540-000	3,982.48
Inv 130651 Total			3,982.48
199070 Total:			3,982.48
<b>ALL0197 - All Star Fire Equipment, Inc. Total:</b>			4,365.26
<b>ALLI3041 - Alliant Insurance Svcs Inc. Line Item Account</b>			
199089	07/03/2017		
Inv 614682			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/05/2017	FY 2017-2018 ACIP Crime Renewal	101-3010-3041-8191-000	2,109.00
Inv 614682 Total			2,109.00
199089 Total:			2,109.00

ALLI3041 - Alliant Insurance Svcs Inc. Total:	2,109.00
-----------------------------------------------	----------

AMZN8030 - Amazon/SYNCB Line Item Account

198919            06/29/2017

Inv 005580632121

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/09/2017	Supplies	101-8030-8032-8020-000	71.05

Inv 005580632121 Total	71.05
------------------------	-------

Inv 039590062683

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/07/2017	Supplies	101-8030-8032-8020-000	39.75

Inv 039590062683 Total	39.75
------------------------	-------

Inv 039592007086

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/07/2017	Supplies	101-8030-8032-8268-000	150.54

Inv 039592007086 Total	150.54
------------------------	--------

Inv 135729454082

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/27/2017	Supplies	101-8030-8031-8110-000	282.74

Inv 135729454082 Total	282.74
------------------------	--------

Inv 167351479026

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/05/2017	Supplies	101-8030-8032-8268-000	15.47

Inv 167351479026 Total	15.47
------------------------	-------

Inv 167352936629

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/29/2017	Supplies	101-8030-8032-8268-000	924.13

Inv 167352936629 Total	924.13
------------------------	--------

Inv 167354695065

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/01/2017	Supplies	101-8030-8032-8268-000	73.56

Inv 167354695065 Total	73.56
------------------------	-------

Inv 167356147037

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/05/2017	Supplies	101-8030-8032-8268-000	180.81

Check Number	Check Date		Amount
Inv 167356147037		Total	180.81
Inv 271321430031			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/08/2017	Supplies	101-8030-8032-8020-000	29.99
Inv 271321430031		Total	29.99
Inv 287105498159			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/02/2017	Supplies	101-8030-8032-8020-000	23.37
Inv 287105498159		Total	23.37
Inv 287105498159*			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/02/2017	Supplies	101-7010-7011-8020-000	488.29
Inv 287105498159*		Total	488.29
198919	Total:		2,279.70
AMZN8030 - Amazon/SYNCB	Total:		2,279.70
AME0229 - Ameritas Line Item Account			
198902	06/29/2017		
Inv P/R/E	6/25/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2017	Vision Jul-17	700-0000-0000-2268-000	3,235.20
Inv P/R/E	6/25/17	Total	3,235.20
198902	Total:		3,235.20
AME0229 - Ameritas	Total:		3,235.20
AMT0229 - Amtech Elevator Services Line Item Account			
198920	06/29/2017		
Inv DVA31992001			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/07/2017	CityHall Elevator Upgrade - Emergency Light/Battery	101-6010-6601-8020-000	357.00
Inv DVA31992001		Total	357.00
198920	Total:		357.00
AMT0229 - Amtech Elevator Services	Total:		357.00

**ARA0260 - Aramark Uniform Services Line Item Account**

198921              06/29/2017

Inv 532519286

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/15/2017	Uniform Svcs	101-6010-6601-8132-000	16.88
06/15/2017	Uniform Svcs	215-6010-6310-8132-000	11.18
06/15/2017	Uniform Svcs	215-6010-6201-8132-000	11.18
06/15/2017	Uniform Svcs	500-6010-6710-8132-000	155.71
06/15/2017	Uniform Svcs	500-6010-6711-8132-000	18.17
06/15/2017	Uniform Svcs	230-6010-6116-8132-000	31.45
06/15/2017	Uniform Svcs	210-6010-6501-8132-000	11.18

Inv 532519286 Total 255.75

Inv 532536387

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	Uniform Svcs	101-6010-6601-8132-000	14.79
06/22/2017	Uniform Svcs	215-6010-6310-8132-000	9.09
06/22/2017	Uniform Svcs	230-6010-6116-8132-000	29.36
06/22/2017	Uniform Svcs	500-6010-6710-8132-000	31.70
06/22/2017	Uniform Svcs	215-6010-6201-8132-000	9.09
06/22/2017	Uniform Svcs	500-6010-6711-8132-000	16.08
06/22/2017	Uniform Svcs	210-6010-6501-8132-000	9.09

Inv 532536387 Total 119.20

198921 Total: 374.95

**ARA0260 - Aramark Uniform Services Total:** 374.95

**ARCA9255 - Arcadis US Inc. Line Item Account**

198922              06/29/2017

Inv 0840089

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/10/2017	Const. Mgmt & Inspect. Svcs 3/6-4/2/17	500-9000-9266-9266-000	21,911.63

Inv 0840089 Total 21,911.63

198922 Total: 21,911.63

**ARCA9255 - Arcadis US Inc. Total:** 21,911.63

**ATT58010 - AT & T Line Item Account**

198877              06/20/2017

Inv 020 660 6590001

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/25/2017	626 799-4617	101-3010-3032-8150-000	352.47

Inv 020 660 6590001 Total 352.47

Inv 051 895 9433001

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/10/2017	323 254-5005	500-6010-6710-8150-000	76.82

Inv 051 895 9433001 Total 76.82

Inv 051 895 9434001

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/10/2017	323 254-5778	500-6010-6710-8150-000	76.82

Inv 051 895 9434001 Total 76.82

Inv 051 895 9452001

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/10/2017	626 441-1191	101-3010-3032-8150-000	1,105.40

Inv 051 895 9452001 Total 1,105.40

Inv 051 895 9453001

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/10/2017	626 441-2876	101-3010-3032-8150-000	89.48

Inv 051 895 9453001 Total 89.48

Inv 051 895 9454001

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/10/2017	626 441-4358	500-6010-6710-8150-000	196.75

Inv 051 895 9454001 Total 196.75

Inv 051 895 9845001

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/24/2017	626 441-4602	101-3010-3032-8150-000	115.00

Inv 051 895 9845001 Total 115.00

Inv 051 895 9846001

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/24/2017	626 441-6301	101-3010-3032-8150-000	58.97

Inv 051 895 9846001 Total 58.97

Inv 051 895 9847001

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/24/2017	626 441-9413	101-3010-3032-8150-000	115.00

Inv 051 895 9847001 Total 115.00

Inv 051 895 9855001

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
-----------------------	------------------------------	--------------------------	--

---

Check Number	Check Date		Amount
05/24/2017	626 799-2095	101-3010-3032-8150-000	152.97
Inv 051 895 9855001 Total			152.97
Inv 051 895 9856001			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/24/2017	626 799-2407	101-3010-3032-8150-000	159.51
Inv 051 895 9856001 Total			159.51
Inv 051 895 9857001			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/24/2017	626 799-2452	101-3010-3032-8150-000	115.00
Inv 051 895 9857001 Total			115.00
Inv 051 895 9858001			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/24/2017	626 799-2841	101-3010-3032-8150-000	115.00
Inv 051 895 9858001 Total			115.00
Inv 051 895 9859001			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/24/2017	626 799-2856	101-3010-3032-8150-000	115.00
Inv 051 895 9859001 Total			115.00
Inv 051 895 9925001			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/25/2017	626 799-2870	101-3010-3032-8150-000	115.00
Inv 051 895 9925001 Total			115.00
Inv 051 895 9926001			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/25/2017	626 799-3075	101-3010-3032-8150-000	133.95
Inv 051 895 9926001 Total			133.95
Inv 051 931 1675001			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/07/2017	626 441-0675	101-3010-3032-8150-000	38.41
Inv 051 931 1675001 Total			38.41
Inv 051 931 2387001			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/01/2017	626 403-1352	101-3010-3032-8150-000	38.41
Inv 051 931 2387001 Total			38.41

Check Number	Check Date		Amount
Inv 051 931 2422001			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/01/2017	626 441-8174	101-3010-3032-8150-000	38.41
Inv 051 931 2422001 Total			38.41
Inv 051 931 2423001			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/01/2017	626 799-4049	101-3010-3032-8150-000	38.41
Inv 051 931 2423001 Total			38.41
Inv 051 931 2428001			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/01/2017	818 244-0587	101-3010-3032-8150-000	38.41
Inv 051 931 2428001 Total			38.41
Inv 051 931 2429001			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/01/2017	818 244-9465	101-3010-3032-8150-000	38.41
Inv 051 931 2429001 Total			38.41
Inv 051 931 2873001			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/16/2017	626 799-0905	101-3010-3032-8150-000	919.69
Inv 051 931 2873001 Total			919.69
198877 Total:			4,243.29
198883	06/22/2017		
Inv 000009738854			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/27/2017	9391036942 4/27-5/26/17	101-3010-3032-8150-000	142.47
Inv 000009738854 Total			142.47
Inv 000009738855			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/27/2017	9391036943 4/27-5/26/17	101-3010-3032-8150-000	142.74
Inv 000009738855 Total			142.74
198883 Total:			285.21
198884	06/22/2017		
Inv 051 931 1804001			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	



Check Number	Check Date		Amount
05/12/2017	626 403-6412 4/12-5/12/17	101-3010-3032-8150-000	500.65
Inv 051 931 1804001 Total			500.65
198884 Total:			500.65
ATT58010 - AT & T Total:			5,029.15
AT&T5006 - AT & T U-Verse Line Item Account			
199126	07/05/2017		
Inv	130464796		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/17/2017	5/18-6/17/17	500-6010-6710-8150-000	70.00
Inv 130464796 Total			70.00
199126 Total:			70.00
AT&T5006 - AT & T U-Verse Total:			70.00
CIN4011 - AT&T --Cingular Wireless Line Item Account			
198859	06/15/2017		
Inv	287269956155x05		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/06/2017	PD Mobile Devices 4/7-5/6/17	101-3010-3032-8150-000	585.82
Inv 287269956155x05 Total			585.82
198859 Total:			585.82
198923	06/29/2017		
Inv	287014917916x06		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/08/2017	City Mobile Devices 5/9-6/8/17	101-3010-3032-8150-000	420.00
06/08/2017	City Mobile Devices 5/9-6/8/17	500-6010-6710-8150-000	53.38
Inv 287014917916x06 Total			473.38
Inv	287269956155x06		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/06/2017	PD Mobile Devices 5/7-6/6/17	101-3010-3032-8150-000	1,232.80
Inv 287269956155x06 Total			1,232.80
Inv	879338213x0623		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/15/2017	FD Cellphones 5/16-6/15/17	101-3010-3032-8150-000	91.94

Check Number	Check Date		Amount
		Inv 879338213x0623 Total	91.94
		198923 Total:	1,798.12
		CIN4011 - AT&T --Cingular Wireless Total:	2,383.94
		AXON4010 - Axon Enterprise Inc. Line Item Account	
198924	06/29/2017	Inv SI1485149	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		05/26/2017      PD Tasers & Accessories      272-4010-4018-8520-000	5,210.73
		Inv SI1485149 Total	5,210.73
		Inv SI1485231	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		05/30/2017      PD Axon Bodycams & Equipment      272-4010-4018-8520-000	21,389.47
		Inv SI1485231 Total	21,389.47
		198924 Total:	26,600.20
		AXON4010 - Axon Enterprise Inc. Total:	26,600.20
		JAAZ5270 - Azahar, Julia Line Item Account	
198925	06/29/2017	Inv R82740	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		06/22/2017      Refund Cancelled Soccer Camp Class      101-0000-0000-5270-002	145.00
		Inv R82740 Total	145.00
		198925 Total:	145.00
		JAAZ5270 - Azahar, Julia Total:	145.00
		BAK0369 - Baker & Taylor Books Line Item Account	
198926	06/29/2017	Inv 3021650433	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		06/09/2017      Books      101-8010-8011-8080-000	162.74
		Inv 3021650433 Total	162.74
		Inv 4011940526	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		06/14/2017      Books      101-8010-8011-8080-000	365.32

Inv 4011940526 Total		365.32
----------------------	--	--------

198926 Total:		528.06
---------------	--	--------

BAK0369 - Baker & Taylor Books Total:		528.06
---------------------------------------	--	--------

**BAK0366 - Baker & Taylor Entertainment Line Item Account**

198927            06/29/2017

Inv B51496920

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/25/2017	Dvds, CDs & Videos	101-8010-8011-8080-000	22.00

Inv B51496920 Total		22.00
---------------------	--	-------

Inv T59318930

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/25/2017	Dvds, CDs & Videos	101-8010-8011-8080-000	3.53
05/25/2017	Dvds, CDs & Videos	101-8010-8011-8080-000	3.29
05/25/2017	Dvds, CDs & Videos	101-8010-8011-8080-000	136.42

Inv T59318930 Total		143.24
---------------------	--	--------

Inv T59475250

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/30/2017	Dvds, CDs & Videos	101-8010-8011-8080-000	32.62

Inv T59475250 Total		32.62
---------------------	--	-------

Inv T59477900

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/30/2017	Dvds, CDs & Videos	101-8010-8011-8080-000	12.07

Inv T59477900 Total		12.07
---------------------	--	-------

Inv T59639730

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/05/2017	Dvds, CDs & Videos	101-8010-8011-8080-000	74.87

Inv T59639730 Total		74.87
---------------------	--	-------

Inv T59775620

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/06/2017	Dvds, CDs & Videos	101-8010-8011-8080-000	24.93

Inv T59775620 Total		24.93
---------------------	--	-------

Inv T59829110

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/07/2017	Dvds, CDs & Videos	101-8010-8011-8080-000	52.98

Check Number	Check Date		Amount
Inv T59829110	Total		52.9
Inv T59875950			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/08/2017	Dvds, CDs & Videos	101-8010-8011-8080-000	18.74
Inv T59875950	Total		18.74
Inv T60161820			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/15/2017	Dvds, CDs & Videos	101-8010-8011-8080-000	40.73
Inv T60161820	Total		40.73
198927	Total:		422.18
<b>BAK0366 - Baker &amp; Taylor Entertainment Total:</b>			422.18
<b>BAK9999 - Baker &amp; Taylor Inc. Line Item Account</b>			
199090	07/03/2017		
Inv NS17060165			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/05/2017	Electronics Svcs 8/1/17 - 7/31/18	101-8010-8011-8080-000	2,660.00
Inv NS17060165	Total		2,660.00
199090	Total:		2,660.00
<b>BAK9999 - Baker &amp; Taylor Inc. Total:</b>			2,660.00
<b>BCCC3010 - BankCard Center Line Item Account</b>			
198878	06/20/2017		
Inv 5680			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/24/2017	FD CERT Supplies & Equipment - Walmart.com	101-5010-5012-8520-000	459.08
Inv 5680	Total		459.08
Inv 5680A			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/15/2017	Playground Supervision Kit for School Age - Nat.Program Playgrou	101-8030-8032-8268-000	125.00
Inv 5680A	Total		125.00
Inv 5680AA			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/18/2017	PD Joint Agency Operation Food & Refreshments - Lucky Boy	101-4010-4011-8020-000	77.21

Check Number	Check Date		Amount
Inv 5680AA Total			77.21
Inv 5680AB			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/17/2017	PD Joint Agency Operation Food & Refreshments - Starbucks	101-4010-4011-8020-000	31.90
Inv 5680AB Total			31.90
Inv 5680AC			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/17/2017	PD Joint Agency Operation Food & Refreshments - Vons	101-4010-4011-8020-000	59.12
Inv 5680AC Total			59.12
Inv 5680AD			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/17/2017	Council Dinner 5/17/17 - La Fiesta Grande	101-1010-1011-8090-000	129.09
Inv 5680AD Total			129.09
Inv 5680AE			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/17/2017	PD Reserve 75th Year Proclamation Refreshments - Vons	101-4010-4011-8090-000	91.66
Inv 5680AE Total			91.66
Inv 5680AF			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/23/2017	PD Supplies - Homedepot.com	101-4010-4011-8020-000	200.24
Inv 5680AF Total			200.24
Inv 5680AG			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/26/2017	CM Office Mini Refrigerator - Target.com	101-2010-2011-8020-000	173.99
Inv 5680AG Total			173.99
Inv 5680AH			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/24/2017	PD Special Enforcement Team Supplies - Filmtools	101-4010-4011-8020-000	340.26
Inv 5680AH Total			340.26
Inv 5680AI			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/22/2017	CM, Councilmember, Holden's Office Lunch Mtg - Aro	101-1010-1011-8090-000	22.49
Inv 5680AI Total			22.49

Check Number	Check Date		Amount
Inv 5680AJ			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/22/2017	CC Conf. Hotel Bonaventure - A.Mejia	101-1020-1021-8090-000	957.70
Inv 5680AJ Total			957.70
Inv 5680AK			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/23/2017	DropBox Busn. for Assorted City Dept. - DropBox	101-3010-3032-8180-000	90.00
Inv 5680AK Total			90.00
Inv 5680AL			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/01/2017	Sr. Center Monthly NetFlix Fee - NetFlix.com	101-8030-8021-8020-000	28.29
Inv 5680AL Total			28.29
Inv 5680AM			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/25/2017	Passport Application Fees - USPS.com	101-0000-0000-5255-000	224.20
Inv 5680AM Total			224.20
Inv 5680B			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/11/2017	LOCC Policy Committee Mtg 6/9/17 Flight Southwest-A.Mejia	101-2010-2011-8090-000	236.40
Inv 5680B Total			236.40
Inv 5680C			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/04/2017	Health Fair Ads - LA Times Media Group	101-0000-0000-2994-001	144.00
Inv 5680C Total			144.00
Inv 5680D			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/01/2017	Demo Gardens Bike Racks - Dero Bike Racks	275-9000-9190-9190-000	387.89
Inv 5680D Total			387.89
Inv 5680E			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/30/2017	Charrette Explainer Ads - Facebook	101-7010-7011-8020-000	30.95
Inv 5680E Total			30.95
Inv 5680F			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/04/2017	HR NeoGov Conf. Flight Southwest-J.Chiu & R.Herrera	101-2010-2013-8090-000	363.90

Check Number	Check Date		Amount
		Inv 5680F Total	363.90
		Inv 5680G	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		04/27/2017      General Plan Food/Refreshments - Baja Fresh      101-7010-7011-8020-000	146.74
		Inv 5680G Total	146.74
		Inv 5680H	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		04/27/2017      General Plan Food/Refreshments - Pavilions      101-7010-7011-8020-000	37.55
		Inv 5680H Total	37.55
		Inv 5680I	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		04/27/2017      General Plan Food/Refreshments - Shakers      101-7010-7011-8020-000	11.75
		Inv 5680I Total	11.75
		Inv 5680J	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		04/28/2017      General Plan Food/Refreshments - Chef Sonia's      101-7010-7011-8020-000	41.55
		Inv 5680J Total	41.55
		Inv 5680K	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		04/27/2017      General Plan Food/Refreshments - Starbucks      101-7010-7011-8020-000	15.95
		Inv 5680K Total	15.95
		Inv 5680L	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		05/03/2017      2017 Subdivision Map Act Book - ACEC CA      101-7010-7011-8060-000	32.64
		Inv 5680L Total	32.64
		Inv 5680M	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		05/05/2017      Employee Appreciation Lunch Desserts - La Monarca Bakery      101-2010-2013-8020-000	216.00
		Inv 5680M Total	216.00
		Inv 5680N	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		05/11/2017      NewFaces SGV Lunch Mtg-CHM SGV - M.Khubesrian & M.Lin      101-1010-1011-8090-000	100.00
		Inv 5680N Total	100.00

Check Number	Check Date		Amount
Inv 5680O			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/12/2017	Online Scheduling App. - WhenToWork Inc.	101-8030-8032-8020-000	330.00
Inv 5680O Total			330.00
Inv 5680P			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/11/2017	Library Books - CA Locos	101-8010-8011-8080-000	94.52
Inv 5680P Total			94.52
Inv 5680Q			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/17/2017	Health Fair Supplies - Smart N Final	101-0000-0000-2994-001	141.54
Inv 5680Q Total			141.54
Inv 5680R			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/15/2017	FD Supplies - Plumbing Wholesale	101-5010-5011-8020-000	261.17
Inv 5680R Total			261.17
Inv 5680S			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/10/2017	Comm. Svcs Supplies - Smart N Final	101-0000-0000-2994-001	100.00
05/10/2017	Comm. Svcs Supplies - Smart N Final	101-8030-8021-8020-000	33.08
Inv 5680S Total			133.08
Inv 5680T			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/11/2017	Comm. Svcs Supplies - Michaels	101-8030-8021-8020-000	44.53
Inv 5680T Total			44.53
Inv 5680U			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/11/2017	Comm. Svcs Supplies - Pavilions	101-0000-0000-2994-001	90.87
Inv 5680U Total			90.87
Inv 5680V			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/11/2017	HR Water Oral Panel Lunch - Gus's BBQ	101-2010-2013-8020-000	92.06
Inv 5680V Total			92.06
Inv 5680W			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	



Check Number	Check Date		Amount
05/05/2017	Employee Appreciation Lunch Catering - Cafe Bravo	101-2010-2013-8020-000	416.92
Inv 5680W Total			416.92
Inv 5680X			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/10/2017	AWWA Membership - AWWA.org - J. Shimmin	500-3010-3012-8060-000	262.00
Inv 5680X Total			262.00
Inv 5680Y			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/03/2017	Council Dinner 5/3/17 - Patakan	101-1010-1011-8090-000	106.30
Inv 5680Y Total			106.30
Inv 5680Z			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/17/2017	PD Joint Agency Operation Food & Refreshments - Lucky Boy	101-4010-4011-8020-000	208.26
Inv 5680Z Total			208.26
198878 Total:			6,956.80
198879	06/20/2017		
Inv 0244			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/28/2017	PD Det. Joe Johnson Fuel Expenses	101-4010-4011-8020-000	470.90
Inv 0244 Total			470.90
Inv 0244A			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/28/2017	PD Det. Joe Johnson -Hotel 5/23-25/17 Homewood Suites	101-4010-4011-8020-000	179.33
Inv 0244A Total			179.33
198879 Total:			650.23
198881	06/20/2017		
Inv 0236			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/11/2017	HR Fire Paramedics Oral Panel Lunch 5/11/17-Gus's BBQ	101-2010-2013-8020-000	132.44
Inv 0236 Total			132.44
198881 Total:			132.44
<b>BCCC3011 - BankCard Center Total:</b>			<b>7,739.47</b>

Check Number	Check Date		Amount
<b>BBSW9399 - Banner Bank Line Item Account</b>			
198928	06/29/2017		
Inv #13			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/05/2017	Southwest Pipeline & Trenchless Corp.-Escrow Acct.# 1171	310-9000-9399-9399-000	10,643.83
Inv #13 Total			10,643.83
198928 Total:			10,643.83
<b>BBSW9399 - Banner Bank Total:</b>			10,643.83
<b>BLBA8010 - Bibliotheca, LLC Line Item Account</b>			
199091	07/03/2017		
Inv SI0026965-US			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/12/2017	Support & Maint. Library's Security System 7/1/17 - 6/30/18	101-8010-8011-8110-000	3,726.46
Inv SI0026965-US Total			3,726.46
199091 Total:			3,726.46
<b>BLBA8010 - Bibliotheca, LLC Total:</b>			3,726.46
<b>ZAMR7000 - Billingslea, Jr., Thomas H. Line Item Account</b>			
198903	06/29/2017		
Inv P/R/E 6/25/17			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2017	Garnishment Jul-17	700-0000-0000-2264-000	805.40
Inv P/R/E 6/25/17 Total			805.40
198903 Total:			805.40
<b>ZAMR7000 - Billingslea, Jr., Thomas H. Total:</b>			805.40
<b>WON6400 - Bob Wondries Ford Line Item Account</b>			
198929	06/29/2017		
Inv 539118			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/07/2017	PD Unit# 1407 Repair Rear View Camera	101-4010-4011-8100-000	856.57
Inv 539118 Total			856.57
198929 Total:			856.57

Check Number	Check Date		Amount
<b>WON6400 - Bob Wondries Ford Total:</b>			856.57
<b>DABN8267 - Bohan, Diana Line Item Account</b>			
198930	06/29/2017		
Inv	June 2017		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2017	Instructor Yoga Class	101-8030-8021-8267-000	200.00
Inv June 2017 Total			200.00
198930 Total:			200.00
<b>DABN8267 - Bohan, Diana Total:</b>			200.00
<b>TEKN8267 - Bowen, Timothy D. Line Item Account</b>			
198931	06/29/2017		
Inv	Summer 2017		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	Instructor STEM w/Lego Classes	101-8030-8032-8267-000	2,706.00
Inv Summer 2017 Total			2,706.00
198931 Total:			2,706.00
<b>TEKN8267 - Bowen, Timothy D. Total:</b>			2,706.00
<b>BRO0447 - Brodart Co. Line Item Account</b>			
199071	06/30/2017		
Inv	471138		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/26/2017	Library Supplies	101-8010-8011-8020-000	1,214.96
Inv 471138 Total			1,214.96
199071 Total:			1,214.96
<b>BRO0447 - Brodart Co. Total:</b>			1,214.96
<b>BUR4018 - Burro Canyon Shooting Park Line Item Account</b>			
198932	06/29/2017		
Inv	1312		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/15/2017	PD Range Fees for 6/8/17	101-4010-4011-8200-000	130.00
Inv 1312 Total			130.00

Check Number	Check Date		Amount
198932 Total:			130.00
<b>BUR4018 - Burro Canyon Shooting Park Total:</b>			130.00
<b>CJCC9368 - C.J. Concrete Construction Inc. Line Item Account</b>			
198885	06/22/2017		
Inv 4241			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/28/2017	Sidewalk Replacement & ADA Access Ramp Project	260-9000-9264-9264-000	5,644.25
Inv 4241 Total			5,644.25
198885 Total:			5,644.25
199072	06/30/2017		
Inv 4266			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/13/2017	Sidewalk Replacement & ADA Access Ramp Project	104-9000-9287-9287-000	6,751.90
Inv 4266 Total			6,751.90
199072 Total:			6,751.90
<b>CJCC9368 - C.J. Concrete Construction Inc. Total:</b>			12,396.15
<b>CCCA2010 - CA Contract Cities Association Line Item Account</b>			
199092	07/03/2017		
Inv SoPas2017			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/01/2017	July 2017 - June 2018 CCCA City Membership Dues	101-1010-1011-8060-000	3,309.00
Inv SoPas2017 Total			3,309.00
199092 Total:			3,309.00
<b>CCCA2010 - CA Contract Cities Association Total:</b>			3,309.00
<b>CAL0627 - CA Franchise Tax Board Line Item Account</b>			
198904	06/29/2017		
Inv P/R/E 6/25/17			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2017	Garnishment Jul-17	700-0000-0000-2264-000	100.00
Inv P/R/E 6/25/17 Total			100.00
198904 Total:			100.00

Check Number      Check Date Amount

---

199135      07/13/2017

Inv P/R/E 7/9/17

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/11/2017	Garnishment	700-0000-0000-2264-000	100.00

Inv P/R/E 7/9/17 Total 100.00

199135 Total: 100.00

---

**CAL0627 - CA Franchise Tax Board Total:** 200.00

**CAL5236 - CA Linen Services Line Item Account**

198933      06/29/2017

Inv 1409691

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/19/2017	FD Dept. Supplies	101-5010-5011-8020-000	127.12

Inv 1409691 Total 127.12

Inv 1411857

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2017	FD Dept. Supplies	101-5010-5011-8020-000	126.59

Inv 1411857 Total 126.59

198933 Total: 253.71

---

**CAL5236 - CA Linen Services Total:** 253.71

**CAME2015 - CA Maintenance & Environmental Line Item Account**

198934      06/29/2017

Inv 25593

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/09/2017	Performed SB 989 Testing	101-6010-6015-8180-000	763.68

Inv 25593 Total 763.68

Inv 25594

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/09/2017	Performed SB 989 Testing & Resealed Lids	101-4010-4011-8105-000	662.65
06/09/2017	Performed SB 989 Testing & Resealed Lids	101-6010-6011-8100-000	15.41
06/09/2017	Performed SB 989 Testing & Resealed Lids	101-7010-7011-8100-000	15.41
06/09/2017	Performed SB 989 Testing & Resealed Lids	101-5010-5011-8100-000	61.64
06/09/2017	Performed SB 989 Testing & Resealed Lids	101-2010-2011-8100-000	15.41

Inv 25594 Total 770.52

Check Number	Check Date		Amount
198934 Total:			1,534.20
<b>CAME2015 - CA Maintenance &amp; Environmental Total:</b>			1,534.20
<b>CPC4011 - CA Police Chiefs Ass'n Line Item Account</b>			
199093	07/03/2017		
Inv 7139			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/01/2017	Membership Renewal - Cpt. Brian Solinsky	101-4010-4011-8060-000	145.00
Inv 7139 Total			145.00
Inv 7478			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/01/2017	Membership Renewal - Chief Art Miller	101-4010-4011-8060-000	662.00
Inv 7478 Total			662.00
199093 Total:			807.00
<b>CPC4011 - CA Police Chiefs Ass'n Total:</b>			807.00
<b>CSD3010 - Ca. State Disbursement Unit Line Item Account</b>			
198905	06/29/2017		
Inv P/R/E 6/25/17			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2017	Garnishment Jul-17	700-0000-0000-2264-000	400.50
Inv P/R/E 6/25/17 Total			400.50
198905 Total:			400.50
199136	07/13/2017		
Inv P/R/E 7/9/17			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/11/2017	Garnishment	700-0000-0000-2264-000	400.50
Inv P/R/E 7/9/17 Total			400.50
199136 Total:			400.50
<b>CSD3010 - Ca. State Disbursement Unit Total:</b>			801.00
<b>STA5680 - CAL PERS 457 PLAN Line Item Account</b>			
198906	06/29/2017		

Check Number      Check Date Amount

Inv    P/R/E 6/25/17

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2017	Deferred Comp Jul-17	700-0000-0000-2260-000	4,466.50

Inv P/R/E 6/25/17 Total 4,466.50

198906 Total: 4,466.50

199137            07/13/2017

Inv    P/R/E 7/9/17

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/11/2017	Deferred Comp	700-0000-0000-2260-000	4,466.50

Inv P/R/E 7/9/17 Total 4,466.50

199137 Total: 4,466.50

STA5680 - CAL PERS 457 PLAN Total: 8,933.00

**CAUB9266 - California United Bank Line Item Account**

198935            06/29/2017

Inv    #26

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/06/2017	Garfield Reservoir Retention - 0138174743	500-9000-9266-9266-000	50,136.75

Inv #26 Total 50,136.75

198935 Total: 50,136.75

CAUB9266 - California United Bank Total: 50,136.75

**KUCP4011 - Camp, Kurt J. Line Item Account**

198936            06/29/2017

Inv    SP00043

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2017	PD Fingerprint Svcs	101-4010-4011-8170-000	50.00

Inv SP00043 Total 50.00

198936 Total: 50.00

KUCP4011 - Camp, Kurt J. Total: 50.00

**CAN0607 - Cantu Graphics Line Item Account**

198937            06/29/2017

Check Number	Check Date		Amount
Inv 1827			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	Plan/Bldg Business Cards	101-7010-7011-8050-000	86.89
Inv 1827 Total			86.89
198937 Total:			86.89
<b>CAN0607 - Cantu Graphics Total:</b>			86.89
<b>HLCA5270 - Cardoso, Helen Line Item Account</b>			
198938	06/29/2017		
Inv R82787			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2017	Refund Park Rsvp Fec	101-0000-0000-5270-005	75.00
Inv R82787 Total			75.00
198938 Total:			75.00
<b>HLCA5270 - Cardoso, Helen Total:</b>			75.00
<b>CAT0700 - Catering Systems Inc. Line Item Account</b>			
198939	06/29/2017		
Inv 4346			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/08/2017	Sr. Center Meals w/ 5/30-6/2/17	101-8030-8021-8180-000	1,007.38
Inv 4346 Total			1,007.38
Inv 4353			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/14/2017	Sr. Center Meals w/ 6/5-9/17	101-8030-8021-8180-000	1,283.26
Inv 4353 Total			1,283.26
Inv 4360			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/21/2017	Sr. Center Meals w/ 6/12-16/17	101-8030-8021-8180-000	1,698.24
Inv 4360 Total			1,698.24
198939 Total:			3,988.88
<b>CAT0700 - Catering Systems Inc. Total:</b>			3,988.88
<b>CBE5011 - CBE Los Angeles Line Item Account</b>			



Check Number	Check Date		Amount
198940	06/29/2017		
Inv	IN1901257		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/05/2017	PW Overage Copier Charges 3/5-6/4/17	101-6010-6011-8020-000	30.50
Inv IN1901257 Total			30.50
198940 Total:			30.50
<b>CBE5011 - CBE Los Angeles Total:</b>			30.50
<b>CBSE6010 - Cell Business Equipment Line Item Account</b>			
198941	06/29/2017		
Inv	54880292		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/10/2017	PW Copier Lease 6/17	101-0000-0000-2990-024	494.08
Inv 54880292 Total			494.08
198941 Total:			494.08
<b>CBSE6010 - Cell Business Equipment Total:</b>			494.08
<b>CERE9324 - Cerco Engineering Line Item Account</b>			
199073	06/30/2017		
Inv	Retention		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/15/2017	Demo Garden Project	500-3010-3012-8032-000	2,782.00
05/15/2017	Demo Garden Project	275-6010-6410-8170-000	2,640.00
Inv Retention Total			5,422.00
199073 Total:			5,422.00
<b>CERE9324 - Cerco Engineering Total:</b>			5,422.00
<b>CGHG8268 - CG Hospitality Group Line Item Account</b>			
199094	07/03/2017		
Inv	7/7/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/15/2017	Camp Med Middle School Mini Trip to Round Table Pizza 7/7/17	101-8030-8032-8268-000	163.50
Inv 7/7/17 Total			163.50
199094 Total:			163.50

Check Number	Check Date		Amount
<b>CGHG8268 - CG Hospitality Group Total:</b>			163.50
<b>HSCG5270 - Chang, Hye Seon Line Item Account</b>			
198942	06/29/2017		
Inv	R82786		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2017	Refund Soccer Class	101-0000-0000-5270-002	114.00
Inv R82786 Total			114.00
198942 Total:			114.00
<b>HSCG5270 - Chang, Hye Seon Total:</b>			114.00
<b>CHAR4010 - Charlie's Trio Restaurant Line Item Account</b>			
198886	06/22/2017		
Inv	1213		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/20/2017	PD Food for Block Captains Meeting 6/20/17	101-4010-4011-8020-000	464.64
Inv 1213 Total			464.64
198886 Total:			464.64
<b>CHAR4010 - Charlie's Trio Restaurant Total:</b>			464.64
<b>CITTF000 - CIT Technology Financial Services, Inc. Line Item Account</b>			
198943	06/29/2017		
Inv	30403190		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/14/2017	Finance/Plan Copier	101-0000-0000-2990-024	658.82
Inv 30403190 Total			658.82
198943 Total:			658.82
<b>CITTF000 - CIT Technology Financial Services, Inc. Total:</b>			658.82
<b>ALPD4010 - City of Alhambra Police Dept. Line Item Account</b>			
198944	06/29/2017		
Inv	SP 5/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/15/2017	PD Inmate Housing 5/17	101-4010-4011-8180-000	2,494.00
Inv SP 5/17 Total			2,494.00

Check Number	Check Date		Amount
198944	Total:		2,494.00
<b>ALPD4010 - City of Alhambra Police Dept. Total:</b>			2,494.00
<b>CLMA8032 - City of La Mirada Line Item Account</b>			
199095	07/03/2017		
Inv	5271029		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2017	Camp Med Summer Field Trip to Splash 7/12/17	101-8030-8032-8268-000	822.25
Inv 5271029 Total			822.25
199095 Total:			822.25
<b>CLMA8032 - City of La Mirada Total:</b>			822.25
<b>PAS4012 - City of Pasadena Line Item Account</b>			
198860	06/15/2017		
Inv	80176-1		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/01/2017	Water Use 60 E. State Street 4/19/17	500-6010-6711-8231-000	427.21
Inv 80176-1 Total			427.21
198860 Total:			427.21
<b>PAS4012 - City of Pasadena Total:</b>			427.21
<b>CSM8030 - City of San Marino Line Item Account</b>			
198945	06/29/2017		
Inv	1/1-3/31/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/28/2017	Fire Command Staff Svcs 1/1-3/31/17	101-5010-5011-8183-000	63,271.88
Inv 1/1-3/31/17 Total			63,271.88
198945 Total:			63,271.88
<b>CSM8030 - City of San Marino Total:</b>			63,271.88
<b>SOU5402 - City of South Pasadena PD Petty Cash Line Item Account</b>			
198887	06/22/2017		
Inv	6/21/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/21/2017	Reimb. Petty Cash	101-4010-4011-8105-000	140.97
06/21/2017	Reimb. Petty Cash	101-4010-4011-8090-000	23.95

Check Number	Check Date		Amount
06/21/2017	Reimb. Petty Cash	101-4010-4011-8100-000	107.50
06/21/2017	Reimb. Petty Cash	101-4010-4011-8200-000	17.1
Inv 6/21/17 Total			289.52
198887 Total:			289.52
<b>SOU5402 - City of South Pasadena PD Petty Cash Total:</b>			289.52
<b>CSPF5011 - City of South Pasadena-FD Line Item Account</b>			
199127	07/05/2017		
Inv	7/3/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/03/2017	Reimb. Petty Cash	101-5010-5011-8020-000	80.53
Inv 7/3/17 Total			80.53
199127 Total:			80.53
<b>CSPF5011 - City of South Pasadena-FD Total:</b>			80.53
<b>SOU5400 - City of South Pasadena-Fin.PettyCash Line Item Account</b>			
198888	06/22/2017		
Inv	6/21/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/21/2017	Reimb. Petty Cash	500-3010-3012-8032-000	167.05
06/21/2017	Reimb. Petty Cash	101-2010-2013-8090-000	164.98
06/21/2017	Reimb. Petty Cash	101-3010-3011-8010-000	23.75
06/21/2017	Reimb. Petty Cash	101-2010-2011-8000-000	26.40
06/21/2017	Reimb. Petty Cash	101-3010-3011-8090-000	40.00
06/21/2017	Reimb. Petty Cash	101-6010-6011-8000-000	11.84
06/21/2017	Reimb. Petty Cash	101-2010-2013-8020-000	92.62
06/21/2017	Reimb. Petty Cash	101-1010-1011-8090-000	22.98
06/21/2017	Reimb. Petty Cash	101-2010-2011-8090-000	31.90
06/21/2017	Reimb. Petty Cash	101-3010-3011-8070-000	18.73
06/21/2017	Reimb. Petty Cash	101-7010-7011-8020-000	40.28
06/21/2017	Reimb. Petty Cash	500-3010-3012-8070-000	33.81
06/21/2017	Reimb. Petty Cash	101-6010-6011-8090-000	96.45
Inv 6/21/17 Total			770.79
198888 Total:			770.79
199074	06/30/2017		
Inv	6/30/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/30/2017	Reimb. Petty Cash	101-6010-6011-8090-000	38.50
Inv 6/30/17 Total			38.50

<b>Check Number</b>	<b>Check Date</b>	<b>Amount</b>
---------------------	-------------------	---------------

---

199074 Total:		38.50
---------------	--	-------

---

SOU5400 - City of South Pasadena-Fin.PettyCash Total:		809.29
-------------------------------------------------------	--	--------

**SOU5340 - City of South Pasadena-Library Petty Cash Line Item Account**

198946	06/29/2017		
Inv	6/26/17		

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2017	Reimb. Petty Cash	101-8010-8011-8000-000	112.19
06/26/2017	Reimb. Petty Cash	101-8010-8011-8080-000	31.95
06/26/2017	Reimb. Petty Cash	101-8010-8011-8020-000	4.05
06/26/2017	Reimb. Petty Cash	101-8010-8011-8010-000	7.50

Inv 6/26/17 Total		155.69
-------------------	--	--------

---

198946 Total:		155.69
---------------	--	--------

---

SOU5340 - City of South Pasadena-Library Petty Cash Total:		155.69
------------------------------------------------------------	--	--------

**SOU5343 - City of South Pasadena-Recreation Line Item Account**

198861	06/15/2017		
Inv	6/14/17		

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/14/2017	Reimb. Petty Cash	101-8030-8032-8120-000	9.23
06/14/2017	Reimb. Petty Cash	101-8030-8032-8268-000	270.04

Inv 6/14/17 Total		279.27
-------------------	--	--------

---

198861 Total:		279.27
---------------	--	--------

---

198889	06/22/2017		
Inv	6/21/17		

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/21/2017	Reimb. Petty Cash	101-8030-8032-8268-000	353.06

Inv 6/21/17 Total		353.06
-------------------	--	--------

---

198889 Total:		353.06
---------------	--	--------

---

198947	06/29/2017		
Inv	6/28/17		

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/28/2017	Reimb. Petty Cash	101-8030-8032-8268-000	574.23

Inv 6/28/17 Total		574.23
-------------------	--	--------

---

198947 Total:		574.23
---------------	--	--------

---

Check Number	Check Date			Amount
--------------	------------	--	--	--------

---

SOU5343 - City of South Pasadena-Recreation Total:

1,206.56

PCYD6010 - City of South Pasadena-Yard Line Item Account

198862            06/15/2017

Inv    6/12/17

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/12/2017	Reimb. Petty Cash	500-6010-6710-8070-000	82.50
06/12/2017	Reimb. Petty Cash	101-6010-6601-8020-000	41.31
06/12/2017	Reimb. Petty Cash	230-6010-6116-8020-000	8.99
06/12/2017	Reimb. Petty Cash	500-6010-6711-8020-000	8.00

Inv 6/12/17 Total 140.80

198862 Total:

140.80

PCYD6010 - City of South Pasadena-Yard Total:

140.80

CFCG2010 - Client First Consulting Group LLC Line Item Account

198863            06/15/2017

Inv    7686

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/30/2017	Telephone System Needs Assessment 4/17	101-2010-2011-8170-000	4,435.00

Inv 7686 Total 4,435.00

198863 Total:

4,435.00

198948            06/29/2017

Inv    7732

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/31/2017	Telephone System Needs Assessment 5/17	101-2010-2011-8170-000	2,510.00

Inv 7732 Total 2,510.00

198948 Total:

2,510.00

CFCG2010 - Client First Consulting Group LLC Total:

6,945.00

CDPS1020 - Code Publishing Inc. Line Item Account

198949            06/29/2017

Inv    56509

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/19/2017	SP Municipal Code Codification Svcs	101-1020-1021-8170-000	95.00

Inv 56509 Total 95.00

Check Number	Check Date		Amount
198949	Total:		95.00
<b>CDPS1020 - Code Publishing Inc. Total:</b>			95.00
<b>CHWP2010 - Colantuono,Highsmith &amp; Whatley,PC Line Item Account</b>			
198950	06/29/2017		
Inv	33120		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/04/2017	Legal Svcs 5/17 - General	101-2010-2501-8160-000	9,597.37
Inv 33120 Total			9,597.37
Inv	33121		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/04/2017	Legal Svcs 5/17 - Adv. Benzoni	101-2010-2501-8160-000	11,155.58
Inv 33121 Total			11,155.58
Inv	33122		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/04/2017	Legal Svcs 5/17 - Transportation	101-2010-2021-8160-000	446.50
Inv 33122 Total			446.50
Inv	33123		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/04/2017	Legal Svcs 5/17 - Labor & Employment	101-2010-2013-8160-000	235.00
Inv 33123 Total			235.00
Inv	33124		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/04/2017	Legal Svcs 5/17 - Misc. Litigation	101-2010-2501-8160-000	1,339.50
Inv 33124 Total			1,339.50
Inv	33125		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/04/2017	Legal Svcs 5/17 - Special Projects	101-2010-2501-8160-000	999.00
Inv 33125 Total			999.00
Inv	33126		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/04/2017	Legal Svcs 5/17 - Gardena v. RWQCB	101-2010-2501-8160-000	136.00
Inv 33126 Total			136.00
198950	Total:		23,908.95

Check Number	Check Date		Amount
<b>CHWP2010 - Colantuono,Highsmith &amp; Whatley,PC Total:</b>			23,908.95
<b>CCRF8268 - Colonial Chesterfield at Riley's Farm Line Item Account</b>			
199096	07/03/2017		
Inv	109339		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/12/2017	Summer Camp Med Field Trip 7/5/17	101-8030-8032-8268-000	826.10
Inv 109339 Total			826.10
Inv	109340		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/12/2017	Summer Camp Med Field Trip 7/5/17	101-8030-8032-8268-000	382.50
Inv 109340 Total			382.50
199096 Total:			1,208.60
<b>CCRF8268 - Colonial Chesterfield at Riley's Farm Total:</b>			1,208.60
<b>CMME4011 - Commline Inc. Line Item Account</b>			
198890	06/22/2017		
Inv	0036588		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/05/2017	Transit Installation of New Battery Pack	205-8030-8025-8020-000	190.00
Inv 0036588 Total			190.00
198890 Total:			190.00
<b>CMME4011 - Commline Inc. Total:</b>			190.00
<b>CTAA8022 - Community Transport. Assn Of America Line Item Account</b>			
198951	06/29/2017		
Inv	114314		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2017	Membership for CTAA - Sheila Pautsch	205-8030-8025-8060-000	625.00
Inv 114314 Total			625.00
198951 Total:			625.00
199097	07/03/2017		
Inv	114314		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/24/2017	CTAA Membership - Sheila Pautsch	205-8030-8025-8060-000	625.00



Check Number	Check Date		Amount
		Inv 114314 Total	625.00
		199097 Total:	625.00
		<b>CTAA8022 - Community Transport. Assn Of America Total:</b>	1,250.00
		<b>CORE6011 - CoreLogic Information Solutions, Inc. Line Item Account</b>	
		198952 06/29/2017	
		Inv 81805679	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		05/31/2017      PW Public Record & Property Info. Svcs 5/17      101-6010-6011-8020-000	300.00
		Inv 81805679 Total	300.00
		198952 Total:	300.00
		<b>CORE6011 - CoreLogic Information Solutions, Inc. Total:</b>	300.00
		<b>CRDA1021 - Corodata Records Management Line Item Account</b>	
		198953 06/29/2017	
		Inv DN1156672	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		05/31/2017      Off Site Records Mgmt Svcs 5/15/17      101-1020-1021-8170-000	38.00
		Inv DN1156672 Total	38.00
		Inv RS4317031	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		04/30/2017      Off Site Records Mgmt Svcs 4/17      101-1020-1021-8170-000	370.30
		Inv RS4317031 Total	370.30
		Inv RS4324004	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		05/31/2017      Off Site Records Mgmt Svcs 5/17      101-1020-1021-8170-000	311.95
		Inv RS4324004 Total	311.95
		198953 Total:	720.25
		<b>CRDA1021 - Corodata Records Management Total:</b>	720.25
		<b>CSAC2012 - CSAC Excess Insurance Authority Line Item Account</b>	
		199098 07/03/2017	
		Inv 18100175	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		07/01/2017      EWC FY 2017 - 2018      101-0000-0000-2269-000	375,608.00

Check Number	Check Date		Amount
Inv 18100175		Total	375,608.00
Inv 18300106			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/01/2017	GL1 Program FY 2017 - 2018	500-6010-6710-8191-000	63,400.50
07/01/2017	GL1 Program FY 2017 - 2018	101-3010-3041-8191-000	126,801.00
07/01/2017	GL1 Program FY 2017 - 2018	210-6010-6501-8191-000	21,133.50
Inv 18300106		Total	211,335.00
Inv 18400128			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/01/2017	Employee Assistance Program Svcs July - September 2017	101-8010-8011-8170-000	1,551.00
Inv 18400128		Total	1,551.00
Inv 18400446			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/01/2017	Excess Liability Program FY 2017 - 2018	500-6010-6710-8191-000	4,441.80
07/01/2017	Excess Liability Program FY 2017 - 2018	101-3010-3041-8191-000	8,883.60
07/01/2017	Excess Liability Program FY 2017 - 2018	210-6010-6501-8191-000	1,480.60
Inv 18400446		Total	14,806.00
199098		Total:	603,300.00
199128	07/05/2017		
Inv 18500106			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/01/2017	Property Insurance FY 2017-2018	500-6010-6710-8191-000	10,008.90
07/01/2017	Property Insurance FY 2017-2018	101-3010-3041-8191-000	20,017.80
07/01/2017	Property Insurance FY 2017-2018	210-6010-6501-8191-000	3,336.30
Inv 18500106		Total	33,363.00
199128		Total:	33,363.00
<b>CSAC2012 - CSAC Excess Insurance Authority Total:</b>			636,663.00
<b>CWEA8200 - CWEA Membership Line Item Account</b>			
199099	07/03/2017		
Inv 0000581931			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/06/2017	Membership - Ryan Garcia	230-6010-6116-8200-000	172.00
Inv 0000581931		Total	172.00
199099		Total:	172.00

CWEA8200 - CWEA Membership Total: 172.00

**DSP0755 - D & S Printing Line Item Account**

198954                      06/29/2017

Inv    8155

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/09/2017	Library Laminated Code of Conduct Posters	101-8010-8011-8050-000	78.30

Inv 8155 Total 78.30

Inv    8162

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/14/2017	Library Strategic Plan Brochures	101-8010-8011-8050-000	348.00

Inv 8162 Total 348.00

Inv    8179

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2017	PD 3 Part NCR Citations	101-4010-4011-8050-000	2,607.83

Inv 8179 Total 2,607.83

198954 Total: 3,034.13

**DSP0755 - D & S Printing Total:** 3,034.13

**DRLL2051 - Dapeer, Rosenbilt & Litvak, LLP Line Item Account**

198955                      06/29/2017

Inv    13298

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/30/2017	Professional Svcs - Review & Analysis of Cotter Wall 4/17	101-2010-2021-8160-000	110.39

Inv 13298 Total 110.39

Inv    13403

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/31/2017	Professional Svcs - Review & Analysis of Cotter Wall 5/17	101-2010-2021-8160-000	610.50

Inv 13403 Total 610.50

198955 Total: 720.89

**DRLL2051 - Dapeer, Rosenbilt & Litvak, LLP Total:** 720.89

**ASHD8267 - Delery, Ashley Line Item Account**

198956                      06/29/2017

Check Number	Check Date		Amount
Inv	June 2017		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2017	Instructor Pep Up Class	101-8030-8021-8267-000	200.00
Inv June 2017 Total			200.00
198956 Total:			200.00
<b>ASHD8267 - Delery, Ashley Total:</b>			200.00
<b>HEHL5270 - Delio, Hanh Line Item Account</b>			
198957	06/29/2017		
Inv	R82788		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2017	Refund Park Rsvp Fec	101-0000-0000-5270-005	37.50
Inv R82788 Total			37.50
198957 Total:			37.50
<b>HEHL5270 - Delio, Hanh Total:</b>			37.50
<b>DEL4000 - Dell Marketing L.P. Line Item Account</b>			
198958	06/29/2017		
Inv	10153464843		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/13/2017	PD Workstation & Equipment for EOC	101-3010-3032-8530-000	1,181.96
Inv 10153464843 Total			1,181.96
Inv	10157096213		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/30/2017	2 Microsoft Surface Pro 4	101-3010-3032-8530-000	3,343.33
Inv 10157096213 Total			3,343.33
Inv	10159965627		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/13/2017	Microsoft Tablet	101-3010-3032-8530-000	1,813.40
Inv 10159965627 Total			1,813.40
Inv	10160416631		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/16/2017	24 Dell Mini Towers	101-3010-3032-8530-000	17,348.30
Inv 10160416631 Total			17,348.30

Check Number	Check Date		Amount
Inv	10163602538		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/02/2017	22 Workstations, 6 Desktops & 4 Laptops	101-3010-3032-8531-000	29,243.76
Inv 10163602538 Total			29,243.76
Inv	10165999742		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/14/2017	20 Dell Adapters & 10 Display Ports	101-3010-3032-8530-000	626.07
Inv 10165999742 Total			626.07
Inv	10172788085		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/16/2017	4 Microfoft Surface Pro 4 & Accessories	101-3010-3032-8530-000	7,421.32
Inv 10172788085 Total			7,421.32
Inv	XK21N6W22		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/20/2016	PD Workstation & Equipment for EOC- 2 Monitors	101-3010-3032-8530-000	266.94
Inv XK21N6W22 Total			266.94
198958 Total:			61,245.08
<b>DEL4000 - Dell Marketing L.P. Total:</b>			61,245.08
<b>DEL0771 - Delta Dental Line Item Account</b>			
198907	06/29/2017		
Inv	P/R/E 6/25/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2017	Dental Ins Jul-17	700-0000-0000-2267-000	10,566.08
Inv P/R/E 6/25/17 Total			10,566.08
198907 Total:			10,566.08
<b>DEL0771 - Delta Dental Total:</b>			10,566.08
<b>DEL3011 - DeLuxe for Business Line Item Account</b>			
198864	06/15/2017		
Inv	2039936394		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/09/2017	AP Checks	101-3010-3011-8050-000	455.31
Inv 2039936394 Total			455.31

Check Number	Check Date		Amount
198864	Total:		455.31
<b>DEL3011 - DeLuxe for Business Total:</b>			455.31
<b>DEM0777 - Demco Line Item Account</b>			
198959	06/29/2017		
Inv	6144905		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/30/2017	Technical Svcs Supplies	101-8010-8011-8020-000	409.09
Inv 6144905	Total		409.09
198959	Total:		409.09
<b>DEM0777 - Demco Total:</b>			409.09
<b>KBJI1021 - Demirjian, Lucy Line Item Account</b>			
198891	06/22/2017		
Inv	6/19/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/19/2017	Reimb. Ad Hoc Comm,Council & SPUSD,BCheng Mtg Expenses	101-1010-1011-8090-000	85.61
Inv 6/19/17	Total		85.61
198891	Total:		85.61
<b>KBJI1021 - Demirjian, Lucy Total:</b>			85.61
<b>DOJ4011 - Dept of Justice Line Item Account</b>			
198960	06/29/2017		
Inv	237966		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/05/2017	PD Applicant Fingerprinting Svcs 5/17	101-4010-4011-8020-000	384.00
Inv 237966	Total		384.00
198960	Total:		384.00
<b>DOJ4011 - Dept of Justice Total:</b>			384.00
<b>DIG0800 - Digital Telecommunications Corp Line Item Account</b>			
199100	07/03/2017		
Inv	27113		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/01/2017	Telephone Line Svcs 7/17	101-3010-3032-8150-000	850.00

Check Number	Check Date		Amount
		Inv 27113 Total	850.00
		199100 Total:	850.00
<b>DIG0800 - Digital Telecommunications Corp Total:</b>			850.00
<b>DDL8010 - Dr. Detail Ph.D Line Item Account</b>			
198865	06/15/2017		
Inv	00065		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/09/2017	2017 Summer Camp Med Carpet Cleaning Svcs	101-8030-8032-8268-000	575.00
Inv 00065 Total			575.00
198865 Total:			575.00
198892	06/22/2017		
Inv	00066		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/18/2017	Transit Van Fleets Cleaning	205-8030-8025-8100-000	320.00
Inv 00066 Total			320.00
198892 Total:			320.00
199075	06/30/2017		
Inv	00067		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2017	Community Room Power Wash Sidewalk & Spot Carpet Cleaning	101-8010-8011-8120-000	1,275.00
Inv 00067 Total			1,275.00
199075 Total:			1,275.00
<b>DDL8010 - Dr. Detail Ph.D Total:</b>			2,170.00
<b>DUB0187 - DuBois, Andrew Line Item Account</b>			
199101	07/03/2017		
Inv	7/24-28/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/12/2017	Reimb. PD Training Expenses	101-4010-4011-8210-000	897.70
Inv 7/24-28/17 Total			897.70
199101 Total:			897.70

Check Number	Check Date		Amount
<b>DUB0187 - DuBois, Andrew Total:</b>			897.70
<b>DBAR3011 - Dunbar Armored Inc. Line Item Account</b>			
198961	06/29/2017		
Inv	3997494		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/01/2017	Armored Car Svc for 6/17	500-3010-3012-8180-000	795.94
06/01/2017	Armored Car Svc for 6/17	101-3010-3041-8180-000	795.94
Inv 3997494 Total			1,591.88
Inv	3997494*		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/01/2017	Armored Car Svc for Excess Svcs 5/17	101-3010-3041-8180-000	57.43
Inv 3997494* Total			57.43
198961 Total:			1,649.31
<b>DBAR3011 - Dunbar Armored Inc. Total:</b>			1,649.31
<b>HKLZ2920 - Elizondo, Hideoko Line Item Account</b>			
198962	06/29/2017		
Inv	R82311		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2017	Refund WMB Rsvp Fees 6/3/17	101-0000-0000-2920-000	2,916.97
Inv R82311 Total			2,916.97
198962 Total:			2,916.97
<b>HKLZ2920 - Elizondo, Hideoko Total:</b>			2,916.97
<b>ELL1017 - Ellen's Silkscreening Line Item Account</b>			
198963	06/29/2017		
Inv	E63944		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2017	CC City Polo Shirts	101-1020-1021-8000-000	110.76
Inv E63944 Total			110.76
198963 Total:			110.76
<b>ELL1017 - Ellen's Silkscreening Total:</b>			110.76
<b>ENED4011 - End2End/ ARMS Line Item Account</b>			
199102	07/03/2017		



Check Number	Check Date		Amount
Inv	1700504		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/15/2017	PD ARMS Support & Maint. 7/1/17 - 6/30/18	101-4010-4011-8180-000	9,750.00
Inv 1700504 Total			9,750.00
199102 Total:			9,750.00
<b>ENED4011 - End2End/ ARMS Total:</b>			9,750.00
<b>ESPS6010 - Environmental Specialty Products Line Item Account</b>			
198964	06/29/2017		
Inv	3.21.17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/21/2017	2-Rail Fencing on Arroyo Drive	101-6010-6015-8500-000	17,000.00
03/21/2017	2-Rail Fencing on Arroyo Drive	275-6010-6410-8500-000	6,108.81
Inv 3.21.17 Total			23,108.81
198964 Total:			23,108.81
<b>ESPS6010 - Environmental Specialty Products Total:</b>			23,108.81
<b>ETJT8264 - Escape: The Journey Tribute Line Item Account</b>			
199103	07/03/2017		
Inv	7/23/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2017	Band for 3rd Summer Concert in the Park 7/23/17	101-8030-8032-8264-000	1,250.00
Inv 7/23/17 Total			1,250.00
199103 Total:			1,250.00
<b>ETJT8264 - Escape: The Journey Tribute Total:</b>			1,250.00
<b>EQMF8032 - Esquire Music Foundation Line Item Account</b>			
199138	07/13/2017		
Inv	7/16/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/05/2017	Summer Concert in the Park - 7/16/17 (2nd)	101-8030-8032-8264-000	1,135.00
Inv 7/16/17 Total			1,135.00
199138 Total:			1,135.00
<b>EQMF8032 - Esquire Music Foundation Total:</b>			1,135.00

**EURO6710 - Eurofins Eaton Analytical Line Item Account**

198965            06/29/2017

Inv L0324799

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
05/31/2017	Water Quality Testing Svcs	500-6010-6711-8170-000		240.00

Inv L0324799 Total 240.00

Inv L0324808

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
05/31/2017	Water Quality Testing Svcs	500-6010-6711-8170-000		85.00

Inv L0324808 Total 85.00

Inv L0324834

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
05/31/2017	Water Quality Testing Svcs	500-6010-6711-8170-000		127.00

Inv L0324834 Total 127.00

Inv L0325850

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
06/06/2017	Water Quality Testing Svcs	500-6010-6711-8170-000		85.00

Inv L0325850 Total 85.00

Inv L0325859

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
06/06/2017	Water Quality Testing Svcs	500-6010-6711-8170-000		9.00

Inv L0325859 Total 9.00

Inv L0326559

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
06/08/2017	Water Quality Testing Svcs	500-6010-6711-8170-000		127.00

Inv L0326559 Total 127.00

Inv L0328029

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
06/16/2017	Water Quality Testing Svcs	500-6010-6711-8170-000		170.00

Inv L0328029 Total 170.00

Inv L0328030

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
06/16/2017	Water Quality Testing Svcs	500-6010-6711-8170-000		85.00

Inv L0328030 Total 85.00

Check Number	Check Date		Amount
Inv L0328031			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/16/2017	Water Quality Testing Svcs	500-6010-6711-8170-000	127.00
Inv L0328031 Total			127.00
Inv L0328041			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/16/2017	Water Quality Testing Svcs	500-6010-6711-8170-000	20.00
Inv L0328041 Total			20.00
198965 Total:			1,075.00
<b>EURO6710 - Eurofins Eaton Analytical Total:</b>			1,075.00
<b>FD8C8025 - Fast Deer Bus Charter Inc. Line Item Account</b>			
198966	06/29/2017		
Inv 132417			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/25/2017	Overtime Bus Charges to Getty Villa 5/25/17	205-8030-8024-8180-000	70.03
Inv 132417 Total			70.03
Inv 135019			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/25/2017	Overtime Bus Charges to Getty Villa 5/25/17	205-8030-8024-8180-000	61.95
Inv 135019 Total			61.95
198966 Total:			131.98
199104	07/03/2017		
Inv 134494			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2017	Camp Med Summer Field Trip Bus to Riley's Farm 7/5/17	205-8030-8024-8180-000	3,204.87
Inv 134494 Total			3,204.87
Inv 134495			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2017	Camp Med Summer Field Trip Bus to Splash Water Park 7/12/17	205-8030-8024-8180-000	3,204.87
Inv 134495 Total			3,204.87
Inv 134496			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2017	Camp Med Summer Field Trip Bus to Griffith Park 7/19/17	205-8030-8024-8180-000	2,383.92

Check Number	Check Date		Amount
Inv 134496 Total			2,383.92
Inv 134497			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2017	Camp Med Summer Field Trip Bus to John's Incredible 7/26/17	205-8030-8024-8180-000	2,794.38
Inv 134497 Total			2,794.38
199104 Total:			11,588.04
<b>FDBC8025 - Fast Deer Bus Charter Inc. Total:</b>			11,720.02
<b>FED1109 - Federal Express Line Item Account</b>			
198967	06/29/2017		
Inv 5-843-85578			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2017	HR Overnight Shipping	101-2010-2013-8010-000	24.37
Inv 5-843-85578 Total			24.37
198967 Total:			24.37
<b>FED1109 - Federal Express Total:</b>			24.37
<b>FJE2010 - Fjeldsted, Steven Line Item Account</b>			
198968	06/29/2017		
Inv R82743			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	Refund One Ticket for Community Baseball Night	101-0000-0000-5270-003	33.00
Inv R82743 Total			33.00
198968 Total:			33.00
<b>FJE2010 - Fjeldsted, Steven Total:</b>			33.00
<b>COBR7131 - Flex Advantage Line Item Account</b>			
198908	06/29/2017		
Inv 98392			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/05/2017	Adminstration Cost	101-3010-3041-7131-000	90.00
Inv 98392 Total			90.00
Inv P/R/E 6/25/17			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2017	Retiree Health Reimbursement Jul-17	101-3010-3041-7131-000	987.69

Check Number	Check Date		Amount
		Inv P/R/E 6/25/17 Total	987.69
198908 Total:			1,077.69
<b>COBR7131 - Flex Advantage Total:</b>			<b>1,077.69</b>
<b>FLIC3010 - FLICS Line Item Account</b>			
198969	06/29/2017		
Inv	13418		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/15/2017	FLICS COLA Sponsorship 2016	101-3010-3011-8060-000	300.00
Inv 13418 Total			300.00
198969 Total:			300.00
<b>FLIC3010 - FLICS Total:</b>			<b>300.00</b>
<b>FHCM5011 - Foothill Communications Line Item Account</b>			
198970	06/29/2017		
Inv	2052		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/13/2017	FD Supplies	101-5010-5011-8020-000	491.55
Inv 2052 Total			491.55
198970 Total:			491.55
199076	06/30/2017		
Inv	2054		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/13/2017	FD Mobile Data Computer System for New Fire Engine	101-5010-5011-8110-000	6,520.38
Inv 2054 Total			6,520.38
199076 Total:			6,520.38
<b>FHCM5011 - Foothill Communications Total:</b>			<b>7,011.93</b>
<b>FGC8011 - Fortres Grand Corporation Line Item Account</b>			
199077	06/30/2017		
Inv	50384		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/21/2017	Educational Software License Upgrade	101-8010-8011-8110-000	627.00
Inv 50384 Total			627.00

Check Number	Check Date		Amount
199077 Total:			627.00
<b>FGC8011 - Fortres Grand Corporation Total:</b>			<b>627.00</b>
<b>MELF5260 - French, Michelle Line Item Account</b>			
198971	06/29/2017		
Inv	R06227		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/12/2017	Refund Lost & Paid Library Material	101-0000-0000-5260-003	35.00
Inv R06227 Total			35.00
198971 Total:			35.00
<b>MELF5260 - French, Michelle Total:</b>			<b>35.00</b>
<b>FRGT1011 - Fresh Gourmet Line Item Account</b>			
198972	06/29/2017		
Inv	1548		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/09/2016	Council Meals 8/17/16 & 9/7/16 Mtgs	101-1010-1011-8090-000	188.88
Inv 1548 Total			188.88
198972 Total:			188.88
<b>FRGT1011 - Fresh Gourmet Total:</b>			<b>188.88</b>
<b>FRSM8267 - Freshi Media Line Item Account</b>			
198973	06/29/2017		
Inv	Sum 2017		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/16/2017	Instructor I Made a Video Game Class	101-8030-8032-8267-000	1,113.75
Inv Sum 2017 Total			1,113.75
198973 Total:			1,113.75
<b>FRSM8267 - Freshi Media Total:</b>			<b>1,113.75</b>
<b>EMGG5270 - Gage, Esma Line Item Account</b>			
198866	06/15/2017		
Inv	R82570		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/14/2017	Refund Video Game Design Class	101-0000-0000-5270-002	165.00

Inv R82570 Total		165.00
------------------	--	--------

198866 Total:		165.00
---------------	--	--------

<b>EMGG5270 - Gage, Esma Total:</b>		165.00
-------------------------------------	--	--------

**GAR5011 - Garvey Equipment Co Line Item Account**

198974            06/29/2017

Inv    102707

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/07/2017	Parks Div. Chain Saw Maint.	101-6010-6410-8020-000	252.68

Inv 102707 Total		252.68
------------------	--	--------

Inv    102858

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/13/2017	Asphalt/Soil Compactor Plates	230-6010-6116-8020-000	4,452.22

Inv 102858 Total		4,452.22
------------------	--	----------

Inv    102904

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/14/2017	Parks Div. Irrigation Supplies	101-6010-6410-8020-000	417.07

Inv 102904 Total		417.07
------------------	--	--------

198974 Total:		5,121.97
---------------	--	----------

<b>GAR5011 - Garvey Equipment Co Total:</b>		5,121.97
---------------------------------------------	--	----------

**GEGR9226 - Geargrid Corp. Line Item Account**

199078            06/30/2017

Inv    0014322

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/16/2017	FD Lockers	101-9000-9226-9226-000	5,457.68
06/16/2017	FD Lockers	101-0000-0000-2700-000	-390.68

Inv 0014322 Total		5,067.00
-------------------	--	----------

199078 Total:		5,067.00
---------------	--	----------

<b>GEGR9226 - Geargrid Corp. Total:</b>		5,067.00
-----------------------------------------	--	----------

**NYGOS230 - Gengo, Nancy Line Item Account**

198975            06/29/2017

Check Number	Check Date		Amount
Inv	DR 17-1316		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/21/2017	Refund Vehicle Release Fee	101-0000-0000-5230-004	95.00
Inv DR 17-1316 Total			95.00
198975 Total:			95.00
NYGO5230 - Gengo, Nancy Total:			95.00
<b>THR5910 - George L.Throop Co. Line Item Account</b>			
198976	06/29/2017		
Inv	01-732711-00		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/19/2017	Concrete for Speed Feedback Sign	230-6010-6116-8020-000	133.06
Inv 01-732711-00 Total			133.06
198976 Total:			133.06
THR5910 - George L.Throop Co. Total:			133.06
<b>GLOB2029 - Global Equipment Company Inc. Line Item Account</b>			
198977	06/29/2017		
Inv	111203326		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2017	MMF SteelMaster Unitag Key Cabinet Combo Lock	101-6010-6410-8020-000	225.98
Inv 111203326 Total			225.98
198977 Total:			225.98
GLOB2029 - Global Equipment Company Inc. Total:			225.98
<b>RSGZ5270 - Gonzalez, Rosa Maria Salazar Line Item Account</b>			
198978	06/29/2017		
Inv	R82785		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2017	Refund Cancelled Summer Camp Med Fees	101-0000-0000-5270-001	580.00
Inv R82785 Total			580.00
198978 Total:			580.00
RSGZ5270 - Gonzalez, Rosa Maria Salazar Total:			580.00



Check Number	Check Date		Amount
<b>GOV1249 - Gov't Finance Officers Ass'n Line Item Account</b>			
199105	07/03/2017		
Inv	0123001		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/13/2017	Membership 8/1/17 - 7/31/18 David Batt	101-3010-3011-8060-000	225.00
Inv 0123001 Total			225.00
199105 Total:			225.00
<b>GOV1249 - Gov't Finance Officers Ass'n Total:</b>			225.00
<b>GRA6601 - Grainger Line Item Account</b>			
198979	06/29/2017		
Inv	9463143991		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/05/2017	Digital Multi - Meter Electrical Meter	215-6010-6201-8020-000	326.41
Inv 9463143991 Total			326.41
198979 Total:			326.41
<b>GRA6601 - Grainger Total:</b>			326.41
<b>JNGN5260 - Grant, Jean Line Item Account</b>			
198980	06/29/2017		
Inv	R06229		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/19/2017	Refund Lost & Paid Library Materials	101-0000-0000-5260-003	24.00
Inv R06229 Total			24.00
198980 Total:			24.00
<b>JNGN5260 - Grant, Jean Total:</b>			24.00
<b>GRE6116 - Great Match Consulting Line Item Account</b>			
198981	06/29/2017		
Inv	1690003607		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/06/2017	Temp. for Sidewalk Repairs w/e 6/4/17	104-9000-9287-9287-000	1,481.76
Inv 1690003607 Total			1,481.76
198981 Total:			1,481.76

Check Number	Check Date		Amount
<b>GREA6116 - Great Match Consulting Total:</b>			1,481.70
<b>GWIS6410 - Great Western Installations Line Item Account</b>			
198982	06/29/2017		
Inv	1705010		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/12/2017	Install Engineered Wood Fibers	101-0000-0000-2700-000	-1,152.03
06/12/2017	Install Engineered Wood Fibers	101-6010-6410-8180-000	8,692.03
06/12/2017	Install Engineered Wood Fibers	232-6010-6417-8020-000	5,626.00
Inv 1705010 Total			13,166.00
Inv	1705010.1		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/20/2017	Arroyo Park Playground EWF Top Off @ Swings Area	101-6010-6410-8180-000	700.00
Inv 1705010.1 Total			700.00
198982 Total:			13,866.00
<b>GWIS6410 - Great Western Installations Total:</b>			13,866.00
<b>GRE1270 - Greg's Automotive Services Line Item Account</b>			
198983	06/29/2017		
Inv	14279		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/01/2017	Yard Unit# 10 Oil Change & Maint.	500-6010-6711-8100-000	558.79
Inv 14279 Total			558.79
198983 Total:			558.79
<b>GRE1270 - Greg's Automotive Services Total:</b>			558.79
<b>GUBQ2013 - Gus's BBQ Line Item Account</b>			
198880	06/20/2017		
Inv	0236		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/11/2017	HR Fire Paramedics Oral Panel Lunch 5/11/17	101-2010-2013-8020-000	132.44
Inv 0236 Total			132.44
198880 Total:			132.44
<b>GUBQ2013 - Gus's BBQ Total:</b>			132.44
<b>HATC8025 - Halls Auto Tech Center Line Item Account</b>			

Check Number	Check Date		Amount
198984	06/29/2017		
Inv	261117212		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/18/2017	Transit Van# 77 45 Day Inspection Svcs	205-8030-8025-8100-000	54.35
Inv 261117212 Total			54.35
Inv	261117235		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/18/2017	Transit Van# 78 45 Day Inspection Svcs	205-8030-8025-8100-000	50.00
Inv 261117235 Total			50.00
Inv	261117237		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/27/2017	Transit Van# 77 45 Day Inspection Svcs & Replace Rear BrakePad	205-8030-8025-8100-000	639.89
Inv 261117237 Total			639.89
Inv	270613001		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/13/2017	Transit Van# 77 New Tires I& Installation	205-8030-8025-8100-000	320.00
Inv 270613001 Total			320.00
Inv	270613002		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/13/2017	Transit Van# 79 New Tires I& Installation	205-8030-8025-8100-000	320.00
Inv 270613002 Total			320.00
198984 Total:			1,384.24
<b>HATC8025 - Halls Auto Tech Center Total:</b>			1,384.24
<b>HGSI6010 - Harry's Glass Shop Inc. Line Item Account</b>			
198985	06/29/2017		
Inv	17-29975		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/05/2017	Milan Street Lens Replacement	215-6010-6201-8020-000	489.38
Inv 17-29975 Total			489.38
198985 Total:			489.38
<b>HGSI6010 - Harry's Glass Shop Inc. Total:</b>			489.38
<b>HAFR7000 - Hartford Line Item Account</b>			
199139	07/13/2017		

Check Number	Check Date		Amount
Inv	P/R/E 7/9/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/11/2017	Life Insurance	700-0000-0000-2254-000	843.75
Inv P/R/E 7/9/17 Total			843.75
199139 Total:			843.75
<b>HAFR7000 - Hartford Total:</b>			843.75
<b>CRHY8067 - Hartney, Corey Line Item Account</b>			
198867	06/15/2017		
Inv	Spring 2017 Add		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/13/2017	Instructor Basketball Class Balance	101-8030-8032-8267-000	35.75
Inv Spring 2017 Add Total			35.75
198867 Total:			35.75
<b>CRHY8067 - Hartney, Corey Total:</b>			35.75
<b>HYBS8180 - Haynes Building Services LLC Line Item Account</b>			
198986	06/29/2017		
Inv	33529		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/01/2017	Citywide Monthly Janitorial Cleaning Svs 6/17	101-6010-6601-8180-000	10,386.05
06/01/2017	Citywide Monthly Janitorial Cleaning Svs 6/17	232-6010-6417-8180-000	714.30
Inv 33529 Total			11,100.35
198986 Total:			11,100.35
<b>HYBS8180 - Haynes Building Services LLC Total:</b>			11,100.35
<b>ERHZ1011 - Hernandez, Ericka Line Item Account</b>			
198893	06/22/2017		
Inv	100		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	On Site Translation Svcs for 6/21/17 Council Mtg	101-1010-1011-8090-000	300.00
Inv 100 Total			300.00
198893 Total:			300.00
<b>ERHZ1011 - Hernandez, Ericka Total:</b>			300.00

**HERS4011 - Herstik, Mike Line Item Account**

199106      07/03/2017

Inv 2398

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/01/2017	PD Training/Maint. Contract Renewal - K9 Barry	101-4010-4011-8035-000	3,000.00

Inv 2398 Total 3,000.00

Inv 2398\*

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/01/2017	PD Training/Maint. Contract Renewal - K9 Lisu	101-4010-4011-8034-000	3,000.00

Inv 2398\* Total 3,000.00

199106 Total: 6,000.00

**HERS4011 - Herstik, Mike Total:** 6,000.00

**HOM1515 - Home Depot Credit Services Line Item Account**

198868      06/15/2017

Inv 3672878

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/10/2017	Supplies	101-6010-6601-8120-000	233.51

Inv 3672878 Total 233.51

Inv 8022415

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/15/2017	Supplies	101-6010-6601-8020-000	82.22

Inv 8022415 Total 82.22

Inv 9580627

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/04/2017	Supplies	101-6010-6601-8020-000	56.59

Inv 9580627 Total 56.59

Inv 971501

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/03/2017	Supplies	500-6010-6711-8020-000	503.71

Inv 971501 Total 503.71

198868 Total: 876.03

**HOM1515 - Home Depot Credit Services Total:** 876.03

Check Number	Check Date		Amount
<b>FAHU5260 - Hu, Fiona Line Item Account</b>			
198987	06/29/2017		
Inv	R06230		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/20/2017	Refund Lost & Paid Library Material	101-0000-0000-5260-003	7.00
Inv R06230 Total			7.00
198987 Total:			7.00
<b>FAHU5260 - Hu, Fiona Total:</b>			7.00
<b>EMHG4610 - Huang, Semira Line Item Account</b>			
198988	06/29/2017		
Inv	222129665		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2017	Refund Citation	101-0000-0000-4610-000	96.00
Inv 222129665 Total			96.00
198988 Total:			96.00
<b>EMHG4610 - Huang, Semira Total:</b>			96.00
<b>ICM1610 - ICMA Line Item Account</b>			
198909	06/29/2017		
Inv	P/R/E 6/25/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2017	Deferred Comp Jul-17	700-0000-0000-2260-000	4,363.13
Inv P/R/E 6/25/17 Total			4,363.13
198909 Total:			4,363.13
199107	07/03/2017		
Inv	665648		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2017	Membership 2017 - 2018 Lucy Demirjian	101-2010-2011-8060-000	200.00
Inv 665648 Total			200.00
199107 Total:			200.00
199140	07/13/2017		
Inv	P/R/E 7/9/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/11/2017	Deferred Comp	700-0000-0000-2260-000	4,367.03

Check Number	Check Date		Amount
		Inv P/R/E 7/9/17 Total	4,367.03
		199140 Total:	4,367.03
		<b>ICM1610 - ICMA Total:</b>	<b>8,930.16</b>
		<b>INOM4011 - International Office Machines Line Item Account</b>	
198989	06/29/2017	Inv 31847	
		Inv 31847 Total	300.00
		198989 Total:	300.00
		<b>INOM4011 - International Office Machines Total:</b>	<b>300.00</b>
		<b>JACK3012 - Jack Henry &amp; Associates Inc. Line Item Account</b>	
199108	07/03/2017	Inv 2568695	
		Inv 2568695 Total	1,326.13
		199108 Total:	1,326.13
		<b>JACK3012 - Jack Henry &amp; Associates Inc. Total:</b>	<b>1,326.13</b>
		<b>JSAR4011 - Jack's Auto Repair Line Item Account</b>	
198990	06/29/2017	Inv 15391	
		Inv 15391 Total	2,360.88
		Inv 15392	
		Inv 15392 Total	439.05
		Inv 15393	
		Inv 15393 Total	79.21

Check Number	Check Date		Amount
Inv 15393 Total			79.20
Inv 15395			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/13/2017	Transit Van# 78 45 Day Inspection Svcs	205-8030-8025-8100-000	52.50
Inv 15395 Total			52.50
Inv 15396			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/14/2017	Transit Van# 77 45 Day Inspection Svcs	205-8030-8025-8100-000	52.50
Inv 15396 Total			52.50
Inv 15401			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/16/2017	Transit Van# 77 Replace Rear Brakes	205-8030-8025-8100-000	239.65
Inv 15401 Total			239.65
Inv 15404			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/20/2017	Transit Van# 79 45 Day Inspection Svcs & Oil Change Maint.	205-8030-8025-8100-000	113.88
Inv 15404 Total			113.88
Inv 15413			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/27/2017	Transit Van# 78 Oil Change & HVAC Module Installation	205-8030-8025-8100-000	584.41
Inv 15413 Total			584.41
198990 Total:			3,922.08
199079	06/30/2017		
Inv 15415			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/28/2017	PD Unit# 0702 Oil Change & Maint. Svcs	101-4010-4011-8100-000	64.64
Inv 15415 Total			64.64
199079 Total:			64.64
<b>JSAR4011 - Jack's Auto Repair Total:</b>			3,986.72
<b>SAUJ8267 - Jacobs, Saul Line Item Account</b>			
198991	06/29/2017		



Check Number	Check Date		Amount
Inv	6/23/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/01/2017	Presentation "Our 1960s Music"	101-8030-8021-8267-000	125.00
Inv 6/23/17 Total			125.00
198991 Total:			125.00
<b>SAUJ8267 - Jacobs, Saul Total:</b>			125.00
<b>DSJZ1021 - Jimenez, Desiree Line Item Account</b>			
198992	06/29/2017		
Inv	6/26/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2017	Reimb. Notary Expenses	101-1020-1021-8060-000	577.09
Inv 6/26/17 Total			577.09
198992 Total:			577.09
<b>DSJZ1021 - Jimenez, Desiree Total:</b>			577.09
<b>RBJE1022 - Joe, Robert S. Line Item Account</b>			
198993	06/29/2017		
Inv	2017		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2017	Reimb. Meetings & Mileage Expenses 5/4-5/17,5/26 & 6/23/2017	101-1010-1011-8090-000	179.78
Inv 2017 Total			179.78
198993 Total:			179.78
<b>RBJE1022 - Joe, Robert S. Total:</b>			179.78
<b>JHA307 - John L. Hunter Associates, Inc. Line Item Account</b>			
198994	06/29/2017		
Inv	SOPASNP0417		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/12/2017	FY 16-17 Environmental Compliance NPDES Consulting Svcs 4/17	101-6010-6015-8170-000	2,541.25
Inv SOPASNP0417 Total			2,541.25
198994 Total:			2,541.25
<b>JHA307 - John L. Hunter Associates, Inc. Total:</b>			2,541.25

Check Number      Check Date Amount

**JCRS5011 - Jones Coffee Roasters Line Item Account**

198995      06/29/2017 ○  
 Inv    39540

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/21/2017	FD Dept. Supplies	101-5010-5011-8020-000	46.35

Inv 39540 Total 46.35

Inv    39924

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/03/2016	FD Dept. Supplies	101-5010-5011-8020-000	185.40

Inv 39924 Total 185.40

198995 Total: 231.75

**JCRS5011 - Jones Coffee Roasters Total:**

231.75

**JTBS6115 - JTB Supply Co. Line Item Account**

198996      06/29/2017

Inv    102606

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/07/2017	Greed LED Traffic Signal Replacement Bulbs	215-6010-6115-8020-000	385.40

Inv 102606 Total 385.40 ○

198996 Total: 385.40

**JTBS6115 - JTB Supply Co. Total:**

385.40

**KAR1897 - Karbelnig, Dr. Alan Line Item Account**

198997      06/29/2017

Inv    6/15/17

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/30/2017	HR Psychological Exams	101-2010-2013-8170-000	400.00

Inv 6/15/17 Total 400.00

Inv    6/6/17

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/07/2017	HR Psychological Exams	101-2010-2013-8170-000	400.00

Inv 6/6/17 Total 400.00

Inv    6/8/17

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/09/2017	HR Psychological Exams	101-2010-2013-8170-000	400.00 ○

Inv 6/8/17 Total 400.00

Check Number	Check Date		Amount
Inv	6/9/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/10/2017	HR Psychological Exams	101-2010-2013-8170-000	400.00
Inv 6/9/17 Total			400.00
198997 Total:			1,600.00
<b>KAR1897 - Karbelnig, Dr. Alan Total:</b>			1,600.00
<b>KLSR8032 - Kidz Love Soccer Line Item Account</b>			
198998	06/29/2017		
Inv	Spring 2017		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/16/2017	Instructor Soccer Classes	101-8030-8032-8267-000	1,079.00
Inv Spring 2017 Total			1,079.00
198998 Total:			1,079.00
<b>KLSR8032 - Kidz Love Soccer Total:</b>			1,079.00
<b>LTAP5500 - L.A.C. M. T. A. Line Item Account</b>			
198999	06/29/2017		
Inv	100710		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/31/2017	Metro Passes May 2017	205-0000-0000-5500-000	660.00
05/31/2017	Metro Passes May 2017	205-2010-2210-8250-000	660.00
Inv 100710 Total			1,320.00
198999 Total:			1,320.00
<b>LTAP5500 - L.A.C. M. T. A. Total:</b>			1,320.00
<b>LOS2230 - L.A.C. Registrar-Recorder Line Item Account</b>			
199000	06/29/2017		
Inv	5319-029-019		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/28/2017	Negative Declaration - 1314 El Cerrito Circle	101-7010-7011-8040-000	75.00
Inv 5319-029-019 Total			75.00
199000 Total:			75.00

Check Number	Check Date		Amount
<b>LOS2230 - L.A.C. Registrar-Recorder Total:</b>			75.00
<b>LAC3032 - L.A.C. Sheriff's Dept. Line Item Account</b>			
199141	07/13/2017		
Inv	P/R/E 7/9/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/11/2017	Garnishment	700-0000-0000-2264-000	100.00
Inv P/R/E 7/9/17 Total			100.00
199141 Total:			100.00
<b>LAC3032 - L.A.C. Sheriff's Dept. Total:</b>			100.00
<b>CUR7778 - L.N. Curtis &amp; Sons Line Item Account</b>			
199080	06/30/2017		
Inv	342968		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/19/2017	FD Emergency Equipment Portable Generator	101-5010-5012-8020-000	2,764.59
Inv 342968 Total			2,764.59
Inv	343149		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/20/2017	FD Emergency Equipment Ultimatic Nozzle & Accessories	101-5010-5012-8020-000	5,730.42
Inv 343149 Total			5,730.42
199080 Total:			8,495.01
<b>CUR7778 - L.N. Curtis &amp; Sons Total:</b>			8,495.01
<b>LACP5290 - LA Care Health Plan Line Item Account</b>			
199001	06/29/2017		
Inv	RE90528642C		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/14/2017	Refund Paramedic Overpayment/Payment in Error RE: 90528642C	101-0000-0000-5290-001	117.02
Inv RE90528642C Total			117.02
199001 Total:			117.02
<b>LACP5290 - LA Care Health Plan Total:</b>			117.02
<b>LAPG8520 - LA Police Gear Inc. Line Item Account</b>			
199002	06/29/2017		

Check Number	Check Date		Amount
Inv 3897965			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/27/2017	PD Operator Backpacks	272-4010-4018-8520-000	412.16
Inv 3897965 Total			412.16
199002 Total:			412.16
<b>LAPG8520 - LA Police Gear Inc. Total:</b>			412.16
<b>LDCR6410 - LandCare USA LLC Line Item Account</b>			
199003	06/29/2017		
Inv 67547			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/25/2017	Monthly Landscape Svcs 5/17	101-6010-6410-8180-000	14,138.00
05/25/2017	Monthly Landscape Svcs 5/17	232-6010-6417-8180-000	765.00
05/25/2017	Monthly Landscape Svcs 5/17	215-6010-6416-8180-000	3,675.00
Inv 67547 Total			18,578.00
199003 Total:			18,578.00
<b>LDCR6410 - LandCare USA LLC Total:</b>			18,578.00
<b>LAN6401 - Landscape Structures Inc Line Item Account</b>			
199004	06/29/2017		
Inv INV-044818			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/15/2017	Labor for Garfield Park Playground Swingset Repairs	232-6010-6417-8110-000	385.00
Inv INV-044818 Total			385.00
199004 Total:			385.00
<b>LAN6401 - Landscape Structures Inc Total:</b>			385.00
<b>TRLS4610 - Larios, Trinidad Line Item Account</b>			
199005	06/29/2017		
Inv 218322			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/27/2017	Refund Citation	101-0000-0000-4610-000	48.00
Inv 218322 Total			48.00
199005 Total:			48.00

Check Number	Check Date		Amount
TRLS4610 - Larios, Trinidad Total:			48.00
LCCS8060 - League of CA Cities Line Item Account			
199109	07/03/2017		
Inv	3503		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/01/2017	League of LAC Membership Dues for 2017 - 2018	101-3010-3041-8060-000	1,181.25
Inv 3503 Total			1,181.25
199109 Total:			1,181.25
LCCS8060 - League of CA Cities Total:			1,181.25
LEXI4011 - Lexipol LLC Line Item Account			
199110	07/03/2017		
Inv	20811		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/13/2017	PD Enforcement Manual Update 7/1/17 - 6/30/18	101-4010-4011-8200-000	7,792.00
Inv 20811 Total			7,792.00
199110 Total:			7,792.00
LEXI4011 - Lexipol LLC Total:			7,792.00
LCW7456 - Liebert Cassidy Whitmore Line Item Account			
199006	06/29/2017		
Inv	1441920		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/19/2017	Personnel Matters 5/17	101-2010-2013-8160-000	2,128.00
Inv 1441920 Total			2,128.00
Inv	1441921		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/19/2017	Personnel Matters 5/17	101-2010-2013-8160-000	655.00
Inv 1441921 Total			655.00
Inv	1441922		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/19/2017	Personnel Matters 5/17	101-2010-2013-8160-000	5,565.00
Inv 1441922 Total			5,565.00
Inv	1441923		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

Check Number	Check Date		Amount
06/19/2017	Personnel Matters 5/17	101-2010-2013-8160-000	6,265.00
Inv 1441923 Total			6,265.00
Inv 1441924			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/19/2017	Personnel Matters 5/17	101-2010-2013-8160-000	175.00
Inv 1441924 Total			175.00
Inv 1441925			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/19/2017	Personnel Matters 5/17	101-2010-2013-8160-000	875.00
Inv 1441925 Total			875.00
Inv 1441926			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/19/2017	Personnel Matters 5/17	101-2010-2013-8160-000	7,979.10
Inv 1441926 Total			7,979.10
Inv 1441927			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/19/2017	Personnel Matters 5/17	101-2010-2013-8160-000	688.00
Inv 1441927 Total			688.00
199006 Total:			24,330.10
199111	07/03/2017		
Inv 1439030			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/05/2017	ERC Membership 7/1/17 - 6/30/18	101-2010-2013-8060-000	2,900.00
Inv 1439030 Total			2,900.00
199111 Total:			2,900.00
LCW7456 - Liebert Cassidy Whitmore Total:			27,230.10
LIFE822 - Life-Assist Inc. Line Item Account			
199007	06/29/2017		
Inv 803045			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/19/2017	FD Medical Supplies	101-5010-5011-8025-000	251.64
Inv 803045 Total			251.64

Check Number	Check Date		Amount
199007 Total:			251.64
<b>LIFE822 - Life-Assist Inc. Total:</b>			251.64
<b>M34011 - M3 Line Item Account</b>			
199008	06/29/2017		
Inv	COSP-ML-062317-		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/28/2017	Assistant Library Director Office Furniture	101-8010-8011-8020-000	4,710.78
Inv COSP-ML-062317- Total			4,710.78
199008 Total:			4,710.78
<b>M34011 - M3 Total:</b>			4,710.78
<b>MJRI2950 - Magic Jump Rentals Inc. Line Item Account</b>			
199112	07/03/2017		
Inv	174917		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/08/2017	Camp Med Picnic Day 7/6/17 Summer In House Activities	101-8030-8032-8268-000	387.00
Inv 174917 Total			387.00
199112 Total:			387.00
<b>MJRI2950 - Magic Jump Rentals Inc. Total:</b>			387.00
<b>DIMD1010 - Mahmud, Diana Line Item Account</b>			
199009	06/29/2017		
Inv	5/4-5/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2017	Reimb. SCAG Conf. & Gen.Assembly Mileage Expenses	101-1010-1011-8090-000	132.14
Inv 5/4-5/17 Total			132.14
199009 Total:			132.14
<b>DIMD1010 - Mahmud, Diana Total:</b>			132.14
<b>STMJ4610 - Majcher, Stanley Line Item Account</b>			
199010	06/29/2017		
Inv	211135549		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/27/2017	Refund Citation	101-0000-0000-4610-000	48.00



Check Number	Check Date		Amount
Inv 211135549	Total		48.00
199010 Total:			48.00
STMJ4610 - Majcher, Stanley Total:			48.00
<b>MKEQ6601 - Mark Kitchen Equipment Line Item Account</b>			
199011	06/29/2017		
Inv	29826		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/07/2017	Citywide Ice Machines & Refrigerators Maint. Svcs	101-6010-6601-8120-000	75.00
Inv 29826 Total			75.00
Inv	29828		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/08/2017	Citywide Ice Machines & Refrigerators Maint. Svcs	101-6010-6601-8120-000	413.06
Inv 29828 Total			413.06
Inv	29829		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/08/2017	Citywide Ice Machines & Refrigerators Maint. Svcs	101-6010-6601-8120-000	338.06
Inv 29829 Total			338.06
199011 Total:			826.12
MKEQ6601 - Mark Kitchen Equipment Total:			826.12
<b>SUMQ5270 - Marroquin, Susana Line Item Account</b>			
198894	06/22/2017		
Inv	R82742		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/20/2017	Refund Partial Summer Camp Med	101-0000-0000-5270-001	125.00
Inv R82742 Total			125.00
198894 Total:			125.00
SUMQ5270 - Marroquin, Susana Total:			125.00
<b>MARI022 - Martin &amp; Chapman Co. Line Item Account</b>			
198895	06/22/2017		
Inv	2017022		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/03/2017	Change of Election Date Postcards & Postage to All SP Voters	101-1020-1022-8170-000	6,875.18

Check Number	Check Date		Amount
Inv 2017022 Total			6,875.18
198895 Total:			6,875.18
<b>MAR1022 - Martin &amp; Chapman Co. Total:</b>			6,875.18
<b>NTMZ2920 - Martinez, Nathalia Line Item Account</b>			
199012	06/29/2017		
Inv R82792			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/23/2017	Refund Cancelled WMB Rental Deposit	101-0000-0000-2920-000	500.00
Inv R82792 Total			500.00
199012 Total:			500.00
<b>NTMZ2920 - Martinez, Nathalia Total:</b>			500.00
<b>MEDC8232 - Medco Supply Company Line Item Account</b>			
199013	06/29/2017		
Inv SO190109			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/24/2017	2017 Summer Camp Med First Aid Supplies	101-8030-8032-8020-000	100.00
05/24/2017	2017 Summer Camp Med First Aid Supplies	101-8030-8032-8268-000	1,583.38
Inv SO190109 Total			1,683.38
199013 Total:			1,683.38
<b>MEDC8232 - Medco Supply Company Total:</b>			1,683.38
<b>MEDT8030 - Medieval Times Dinner &amp; Tournament Line Item Account</b>			
198896	06/22/2017		
Inv 11262340			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/18/2017	2017 Sum Camp Med Field Trip 6/28/17	101-8030-8032-8268-000	2,702.50
Inv 11262340 Total			2,702.50
198896 Total:			2,702.50
<b>MEDT8030 - Medieval Times Dinner &amp; Tournament Total:</b>			2,702.50
<b>JSMZ4610 - Mendoza, Jessica Line Item Account</b>			
199014	06/29/2017		

Check Number	Check Date		Amount
Inv	222135669		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/13/2017	Refund Citation	101-0000-0000-4610-000	48.00
Inv 222135669 Total			48.00
199014 Total:			48.00
<b>JSMZ4610 - Mendoza, Jessica Total:</b>			48.00
<b>ROO4900 - Mike Roos &amp; Company Line Item Account</b>			
199015	06/29/2017		
Inv	51730		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/31/2017	Strategic Planning & Consulting Svcs 5/17	101-2010-2021-8170-000	3,000.00
Inv 51730 Total			3,000.00
Inv	51730		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/31/2017	Strategic Planning & Consulting Svcs 5/17	101-2010-2021-8170-000	3,000.00
Inv 51730 Total			3,000.00
199015 Total:			6,000.00
199129	07/05/2017		
Inv	51730		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/31/2017	Strategic Planning & Consulting Svcs 5/17	101-2010-2021-8170-000	3,000.00
Inv 51730 Total			3,000.00
199129 Total:			3,000.00
<b>ROO4900 - Mike Roos &amp; Company Total:</b>			9,000.00
<b>MISS4011 - Mission Framing Line Item Account</b>			
199016	06/29/2017		
Inv	6/27/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/27/2017	Shadow Box for Ray Bradbury Office Artifact	101-8010-8011-8020-000	243.65
06/27/2017	Shadow Box for Ray Bradbury Office Artifact	101-1010-1011-8021-000	100.00
Inv 6/27/17 Total			343.65
199016 Total:			343.65

MISS4011 - Mission Framing Total:

343.60

MMV9126 - Mission Meridian Village POA Line Item Account

199017            06/29/2017

Inv    COM001

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/27/2017	POA Dues Hospital Utility 7/17	226-2010-2029-8060-000	804.13

Inv COM001 Total 804.13

Inv    COM002

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/27/2017	POA Dues Parking 7/17	207-2010-2260-8061-000	1,730.17

Inv COM002 Total 1,730.17

199017 Total: 2,534.30

MMV9126 - Mission Meridian Village POA Total:

2,534.30

MLRW8268 - Moonlight Rollerway Line Item Account

199113            07/03/2017

Inv    3797

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2017	Summer Camp Med Middle School Mini Trip 7/14/17	101-8030-8032-8268-000	135.00

Inv 3797 Total 135.00

199113 Total: 135.00

MLRW8268 - Moonlight Rollerway Total:

135.00

PTMR5270 - Moore, Portasha Line Item Account

199018            06/29/2017

Inv    R82571

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/14/2017	Refund Summer Camp Med	101-0000-0000-5270-005	237.00

Inv R82571 Total 237.00

199018 Total: 237.00

PTMR5270 - Moore, Portasha Total:

237.00

VNMN5270 - Moran, Vanessa Line Item Account

198869            06/15/2017

Check Number	Check Date		Amount
Inv R82569			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/14/2017	Refund Cancelled Kick & Play Class	101-0000-0000-5270-002	96.00
Inv R82569 Total			96.00
198869 Total:			96.00
VNMN5270 - Moran, Vanessa Total:			96.00
<b>MTIC2010 - Mountaintop Insight Consulting Line Item Account</b>			
198897	06/22/2017		
Inv 8/13-17/17			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/14/2017	8/13-17/17 Leadership Conf. - D.Jimenez	101-2010-2011-8200-000	1,850.00
Inv 8/13-17/17 Total			1,850.00
198897 Total:			1,850.00
MTIC2010 - Mountaintop Insight Consulting Total:			1,850.00
<b>VRMZ7000 - Munoz, Valerie Line Item Account</b>			
198910	06/29/2017		
Inv P/R/E 6/25/17			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2017	Garnishment Jul-17	700-0000-0000-2264-000	750.00
Inv P/R/E 6/25/17 Total			750.00
198910 Total:			750.00
199142	07/13/2017		
Inv P/R/E 7/9/17			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/11/2017	Garnishment	700-0000-0000-2264-000	750.00
Inv P/R/E 7/9/17 Total			750.00
199142 Total:			750.00
VRMZ7000 - Munoz, Valerie Total:			1,500.00
<b>NDGC1022 - National Demographics Corp. Line Item Account</b>			
198898	06/22/2017		

Check Number	Check Date		Amount
Inv	2017-105		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/20/2017	City of South Pasadena CVRA Analysis Svc	101-1020-1022-8170-000	6,250.00
Inv 2017-105 Total			6,250.00
198898 Total:			6,250.00
<b>NDGC1022 - National Demographics Corp. Total:</b>			6,250.00
<b>NGSI6010 - Natural Gas Systems Inc. Line Item Account</b>			
199019	06/29/2017		
Inv	4756		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/15/2017	CNG Station Valve Replacement Pole # 10	205-8030-8025-8100-000	392.99
Inv 4756 Total			392.99
Inv	4757		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/11/2017	CNG Station Valve Replacement Pole # 6	205-8030-8025-8100-000	392.99
Inv 4757 Total			392.99
199019 Total:			785.98
<b>NGSI6010 - Natural Gas Systems Inc. Total:</b>			785.98
<b>PEG4590 - NUFIC Line Item Account</b>			
199143	07/13/2017		
Inv	P/R/E 7/9/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/11/2017	A.D. & D. Ins.	700-0000-0000-2256-000	1,020.40
Inv P/R/E 7/9/17 Total			1,020.40
199143 Total:			1,020.40
<b>PEG4590 - NUFIC Total:</b>			1,020.40
<b>OFF4011 - Office Solutions Line Item Account</b>			
199020	06/29/2017		
Inv	I-01177812		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/08/2017	PD Office Supplies	101-4010-4011-8000-000	280.64
Inv I-01177812 Total			280.64

Check Number	Check Date		Amount
Inv	I-01178721		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/09/2017	PD Office Supplies	101-4010-4011-8000-000	41.49
06/09/2017	PD Office Supplies	101-4010-4011-8020-000	66.00
Inv I-01178721 Total			107.49
Inv	I-01182414		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/16/2017	PD Office Supplies	101-4010-4011-8000-000	343.43
Inv I-01182414 Total			343.43
199020 Total:			731.56
<b>OFF4011 - Office Solutions Total:</b>			731.56
<b>OSSS3010 - Olympic Staffing Services Line Item Account</b>			
199021	06/29/2017		
Inv	198165		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/14/2017	Admin. Assistant Temp. Svcs w/ 6/11/17	101-2010-2013-8170-000	93.00
Inv 198165 Total			93.00
Inv	198367		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/21/2017	Admin. Assistant Temp. Svcs w/ 6/18/17	101-2010-2013-8170-000	651.00
Inv 198367 Total			651.00
199021 Total:			744.00
<b>OSSS3010 - Olympic Staffing Services Total:</b>			744.00
<b>OSHS6101 - Orchard Business/SYNCB Line Item Account</b>			
198870	06/15/2017		
Inv	028132		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/17/2017	Supplies	230-6010-6116-8020-000	51.70
Inv 028132 Total			51.70
Inv	029380		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/25/2017	Supplies	101-6010-6601-8120-000	118.74
Inv 029380 Total			118.74

Check Number	Check Date		Amount
Inv 030892			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/19/2017	Supplies	101-4010-4011-8020-000	38.98
Inv 030892 Total			38.98
Inv 032686			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/25/2017	Supplies	101-4010-4011-8020-000	10.32
Inv 032686 Total			10.32
Inv 034473			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/31/2017	Supplies	101-4010-4011-8020-000	8.77
Inv 034473 Total			8.77
Inv 034796			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/01/2017	Supplies	101-6010-6601-8020-000	215.78
Inv 034796 Total			215.78
Inv 036657			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/03/2017	Supplies	101-4010-4011-8020-000	10.31
Inv 036657 Total			10.31
Inv 040200			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/08/2017	Supplies	230-6010-6116-8020-000	216.77
Inv 040200 Total			216.77
Inv 040785			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/11/2017	Supplies	101-8030-8032-8020-000	117.54
Inv 040785 Total			117.54
Inv 042034			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/18/2017	Supplies	101-8030-8032-8020-000	109.56
05/18/2017	Supplies	101-8030-8032-8120-000	20.65
Inv 042034 Total			130.21



Check Number	Check Date		Amount
Inv 059510			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/22/2017	Supplies	101-6010-6410-8020-000	27.24
Inv 059510 Total			27.24
Inv 059511			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/22/2017	Supplies	101-6010-6601-8120-000	154.90
Inv 059511 Total			154.90
Inv 996440			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/11/2017	Supplies CREDIT	101-8030-8032-8020-000	-113.63
Inv 996440 Total			-113.63
198870 Total:			987.63
<b>OSHS6101 - Orchard Business/SYNCB Total:</b>			987.63
<b>OVDR8011 - OverDrive Inc. Line Item Account</b>			
199081 06/30/2017			
Inv 000245700062717			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/27/2017	EBooks for Children's Collection	101-8010-8011-8080-000	7.99
Inv 000245700062717 Total			7.99
Inv 153256300060217			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/02/2017	Electronic References	101-8010-8011-8031-000	10,176.15
Inv 153256300060217 Total			10,176.15
199081 Total:			10,184.14
<b>OVDR8011 - OverDrive Inc. Total:</b>			10,184.14
<b>PAMG5290 - Pacific Alliance Medical Group Line Item Account</b>			
199022 06/29/2017			
Inv RE 93107213F			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/14/2017	Refund Paramedic Overpayment/Payment in Error RE:93107213F	101-0000-0000-5290-001	7.43
Inv RE 93107213F Total			7.43

Check Number	Check Date		Amount
199022 Total:			7.43
<b>PAMG5290 - Pacific Alliance Medical Group Total:</b>			7.43
<b>PHCP9255 - Pacific Hydrotech Corp. Line Item Account</b>			
199023	06/29/2017		
Inv #26			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/06/2017	Garfield Reservoir Replacement Project 5/17	500-9000-9266-9266-000	952,601.15
Inv #26 Total			952,601.15
199023 Total:			952,601.15
<b>PHCP9255 - Pacific Hydrotech Corp. Total:</b>			952,601.15
<b>PSNS7101 - Pasadena Star News Line Item Account</b>			
199024	06/29/2017		
Inv 5007857			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/07/2017	Legal Ads 307 Camino Verde Order# 0010961469	101-7010-7011-8040-000	557.00
Inv 5007857 Total			557.00
199024 Total:			557.00
<b>PSNS7101 - Pasadena Star News Total:</b>			557.00
<b>PAW7777 - Pasadena Weekly Line Item Account</b>			
199025	06/29/2017		
Inv 371797			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/08/2017	Bungalow Heaven Film Screening Ads	101-8010-8011-8040-000	266.00
Inv 371797 Total			266.00
199025 Total:			266.00
<b>PAW7777 - Pasadena Weekly Total:</b>			266.00
<b>JPEI3012 - Pei, Jean Line Item Account</b>			
199026	06/29/2017		
Inv 6/21/17			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/21/2017	Refund Rebate	500-3010-3012-8032-000	100.00

Check Number	Check Date		Amount
	Inv 6/21/17 Total		100.00
	199026 Total:		100.00
	<b>JPEI3012 - Pei, Jean Total:</b>		100.00
	<b>JEPE5270 - Perez, Jessica Line Item Account</b>		
	198899 06/22/2017		
	Inv R82738		
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	06/21/2017	Refund After School Camp Med	101-0000-0000-5270-001
	Inv R82738 Total		80.00
	198899 Total:		80.00
	<b>JEPE5270 - Perez, Jessica Total:</b>		80.00
	<b>PER7779 - Perlmutter, Cathy Line Item Account</b>		
	199027 06/29/2017		
	Inv 6/2017		
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	06/14/2017	Refund Paramedic Overpayment /Payment in Error	101-0000-0000-5290-001
	Inv 6/2017 Total		366.59
	199027 Total:		366.59
	<b>PER7779 - Perlmutter, Cathy Total:</b>		366.59
	<b>PER4290 - Pers Health Insurance Line Item Account</b>		
	198911 06/29/2017		
	Inv P/R/E 6/25/17		
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	06/26/2017	Health Ins Jul-17	101-3010-3041-7131-000
	06/26/2017	Health Ins Jul-17	700-0000-0000-2262-000
	Inv P/R/E 6/25/17 Total		158,207.96
	198911 Total:		158,207.96
	<b>PER4290 - Pers Health Insurance Total:</b>		158,207.96
	<b>PER4770 - Pers Retirement Line Item Account</b>		
	198871 06/15/2017		

Check Number      Check Date      Amount

Inv P/R/E 6/11/17

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/13/2017	Retirement Svc Period 5/29-6/11/17	700-0000-0000-2240-000	93,154.31

Inv P/R/E 6/11/17 Total 93,154.31

198871 Total: 93,154.31

198912      06/29/2017

Inv P/R/E 6/25/17

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2017	Retirement Svc Period 6/12-6/25/17	700-0000-0000-2240-000	87,461.05

Inv P/R/E 6/25/17 Total 87,461.05

198912 Total: 87,461.05

**PER4770 - Pers Retirement Total:** 180,615.36

**PCRI7101 - Personal Court Reporters Inc. Line Item Account**

199028      06/29/2017

Inv 94802

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/13/2017	Transcribing Svcs-SP CC Mtg 6/7/17	101-7010-7011-8170-000	640.50

Inv 94802 Total 640.50

199028 Total: 640.50

**PCRI7101 - Personal Court Reporters Inc. Total:** 640.50

**TPYN5270 - Petoyan, Talin Line Item Account**

199029      06/29/2017

Inv R82741

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	Refund Cancelled Soccer Camp Class	101-0000-0000-5270-002	145.00

Inv R82741 Total 145.00

199029 Total: 145.00

**TPYN5270 - Petoyan, Talin Total:** 145.00

**PHOE4610 - Phoenix Group Information Systems Line Item Account**

199030      06/29/2017

Check Number	Check Date		Amount
Inv	052017184		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/13/2017	PD Permit/Citation Processing 5/17	101-0000-0000-4610-000	1,420.92
06/13/2017	PD Permit/Citation Processing 5/17	101-0000-0000-4460-000	677.90
Inv 052017184 Total			2,098.82
199030 Total:			2,098.82
<b>PHOE4610 - Phoenix Group Information Systems Total:</b>			2,098.82
<b>PIT8031 - Pitney Bowes-Reserve Account Line Item Account</b>			
199031	06/29/2017		
Inv	34133033		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/08/2017	Reimb. Postage Meter	500-3010-3012-8010-000	0.46
06/08/2017	Reimb. Postage Meter	101-2010-2011-8010-000	3.22
06/08/2017	Reimb. Postage Meter	101-2010-2013-8010-000	6.34
06/08/2017	Reimb. Postage Meter	101-7010-7011-8010-000	555.67
06/08/2017	Reimb. Postage Meter	101-6010-6011-8010-000	38.62
06/08/2017	Reimb. Postage Meter	101-5010-5011-8010-000	28.77
06/08/2017	Reimb. Postage Meter	101-3010-3011-8010-000	329.26
06/08/2017	Reimb. Postage Meter	101-2010-2021-8010-000	1.38
06/08/2017	Reimb. Postage Meter	101-4010-4011-8010-000	330.79
06/08/2017	Reimb. Postage Meter	101-1020-1021-8010-000	20.69
Inv 34133033 Total			1,315.20
199031 Total:			1,315.20
<b>PIT8031 - Pitney Bowes-Reserve Account Total:</b>			1,315.20
<b>TNPL8267 - Plasil, Anton Line Item Account</b>			
199032	06/29/2017		
Inv	June 2017		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2017	Instructor Ballroom Dance Class	101-8030-8021-8267-000	100.00
Inv June 2017 Total			100.00
199032 Total:			100.00
<b>TNPL8267 - Plasil, Anton Total:</b>			100.00
<b>PLE8888 - Plenn, David Line Item Account</b>			
199114	07/03/2017		
Inv	7/9/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

Check Number	Check Date		Amount
06/23/2017	1st Band for Summer Concert in the Park 7/9/17	101-8030-8032-8264-000	900.00
Inv 7/9/17 Total			900.00
199114 Total:			900.00
<b>PLE8888 - Pienn, David Total:</b>			900.00
<b>PODV8267 - Podvoll, Candace Line Item Account</b>			
199033	06/29/2017		
Inv	June 2017		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2017	Instructor Meditation Class	101-8030-8021-8267-000	20.00
Inv June 2017 Total			20.00
199033 Total:			20.00
<b>PODV8267 - Podvoll, Candace Total:</b>			20.00
<b>POS5265 - Post Alarm Systems Line Item Account</b>			
199034	06/29/2017		
Inv	973182		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/05/2017	Camp Med Fire Monitoring 7/17	101-8030-8032-8180-000	48.77
Inv 973182 Total			48.77
Inv	977559		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/05/2017	WMB Monthly Monitoring Fee 7/17	101-8030-8031-8180-000	48.77
Inv 977559 Total			48.77
199034 Total:			97.54
199115	07/03/2017		
Inv	973074		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/05/2017	Library & Sr. Center Fire Alarm System Sves 7/1/17-6/30/18	101-8010-8011-8120-000	914.64
Inv 973074 Total			914.64
199115 Total:			914.64
<b>POS5265 - Post Alarm Systems Total:</b>			1,012.18

Check Number	Check Date		Amount
--------------	------------	--	--------

---

**FJPT2920 - Pratt, F.J. Line Item Account**

199035                      06/29/2017

Inv    R82678

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/23/2017	Refund WMB Rental Deposit 6/10/17	101-0000-0000-2920-000	250.00

Inv R82678 Total 250.00

199035 Total: 250.00

**FJPT2920 - Pratt, F.J. Total:**

250.00

**PRY7777 - Pryor Learning Solutions Line Item Account**

199036                      06/29/2017

Inv    032655886-17169

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/19/2017	Fred Pryor Trainings - Angela Loera 32655886	205-8030-8025-8200-000	299.00

Inv 032655886-17169 Total 299.00

199036 Total: 299.00

**PRY7777 - Pryor Learning Solutions Total:**

299.00

**RMSF8025 - Route Match Software Line Item Account**

199116                      07/03/2017

Inv    30719

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/01/2017	Transit RouteMatch Contract Svc for 5 Tablets 8/2017 - 7/2018	205-8030-8025-8180-000	1,680.00

Inv 30719 Total 1,680.00

199116 Total: 1,680.00

**RMSF8025 - Route Match Software Total:**

1,680.00

**SSW8031 - S & S Worldwide, Inc. Line Item Account**

198900                      06/22/2017

Inv    9680660

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/31/2017	2017 Summer Camp Med Supplies	101-8030-8032-8268-000	1,273.63

Inv 9680660 Total 1,273.63

198900 Total: 1,273.63

Check Number	Check Date		Amount
SSW8031 - S & S Worldwide, Inc. Total:			1,273.63
CHA3010 - S.P.Chamber of Commerce Line Item Account			
199117	07/03/2017		
Inv	6188		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	1st Qrt Installment BIT for FY 2017 - 2018	220-2010-2301-8185-000	48,200.00
Inv 6188 Total			48,200.00
199117 Total:			48,200.00
CHA3010 - S.P.Chamber of Commerce Total:			48,200.00
SOU5230 - S.P.Firefighters L-3657 Line Item Account			
199144	07/13/2017		
Inv	P/R/E 7/9/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/11/2017	Assn. Dues	700-0000-0000-2250-000	2,450.00
Inv P/R/E 7/9/17 Total			2,450.00
Inv P/R/E 7/9/17*			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/11/2017	Assn. Ins.	700-0000-0000-2252-000	180.74
Inv P/R/E 7/9/17* Total			180.74
199144 Total:			2,630.74
SOU5230 - S.P.Firefighters L-3657 Total:			2,630.74
SOU5435 - S.P.P. O. A. Line Item Account			
199145	07/13/2017		
Inv	P/R/E 7/9/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/11/2017	Assn. Dues & Ins.	700-0000-0000-2246-000	4,297.85
Inv P/R/E 7/9/17 Total			4,297.85
199145 Total:			4,297.85
SOU5435 - S.P.P. O. A. Total:			4,297.85
SOU5451 - S.P.Public Srvc Empl. Ass'n Line Item Account			
199146	07/13/2017		



Check Number	Check Date		Amount
Inv	P/R/E 7/9/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/11/2017	Assn. Dues & Svc Fee	700-0000-0000-2248-000	1,617.00
Inv P/R/E 7/9/17 Total			1,617.00
199146 Total:			1,617.00
<b>SOU5451 - S.P.Public Srvc Empl. Ass'n Total:</b>			1,617.00
<b>SOU5250 - S.P.Review &amp; The Quarterly Magazine Line Item Account</b>			
199037	06/29/2017		
Inv	F63478		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/16/2017	Summer Events Ads	101-8030-8032-8264-000	499.00
Inv F63478 Total			499.00
199037 Total:			499.00
<b>SOU5250 - S.P.Review &amp; The Quarterly Magazine Total:</b>			499.00
<b>SOU9986 - S.P.Unified School District Line Item Account</b>			
199038	06/29/2017		
Inv	1350196		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/15/2017	Overtime Svcs Use of HS Career Center Dispatcher Exam 6/17/17	101-2010-2013-8020-000	375.00
Inv 1350196 Total			375.00
199038 Total:			375.00
<b>SOU9986 - S.P.Unified School District Total:</b>			375.00
<b>SAN8032 - San Pascual Stables Line Item Account</b>			
199039	06/29/2017		
Inv	June 2017		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2017	Instructor Horsemanship Class	101-8030-8032-8267-000	432.00
Inv June 2017 Total			432.00
199039 Total:			432.00
<b>SAN8032 - San Pascual Stables Total:</b>			432.00

Check Number	Check Date		Amount
<b>NTSZ1011 - Sanchez, Natalie Line Item Account</b>			
199040	06/29/2017		
Inv	6/28/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/28/2017	Reimb. Supplies for Mtgs & Mileage Expense	101-2010-2011-8020-000	16.31
06/28/2017	Reimb. Supplies for Mtgs & Mileage Expense	101-2010-2011-8000-000	6.18
06/28/2017	Reimb. Supplies for Mtgs & Mileage Expense	101-1010-1011-8020-000	23.16
06/28/2017	Reimb. Supplies for Mtgs & Mileage Expense	101-1020-1021-8020-000	253.43
06/28/2017	Reimb. Supplies for Mtgs & Mileage Expense	101-1010-1011-8090-000	83.68
Inv 6/28/17 Total			382.76
199040 Total:			382.76
<b>NTSZ1011 - Sanchez, Natalie Total:</b>			382.76
<b>SCF1400 - SC Fuels Line Item Account</b>			
198872	06/15/2017		
Inv	0896604		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/08/2017	Yard Unleaded Fuel 6/17	101-0000-0000-1400-000	3,491.88
Inv 0896604 Total			3,491.88
198872 Total:			3,491.88
<b>SCF1400 - SC Fuels Total:</b>			3,491.88
<b>SHO6666 - Shono, Jean Line Item Account</b>			
199041	06/29/2017		
Inv	June 2017		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2017	Instructor Crochet Class	101-8030-8021-8267-000	48.00
Inv June 2017 Total			48.00
199041 Total:			48.00
<b>SHO6666 - Shono, Jean Total:</b>			48.00
<b>SHO7777 - Showcases Line Item Account</b>			
199082	06/30/2017		
Inv	300359		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/12/2017	DVD & CD Cases	101-0000-0000-2700-000	-2.48
06/12/2017	DVD & CD Cases	101-8010-8011-8020-000	33.11
Inv 300359 Total			30.63

Inv 300360

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/12/2017	Vinyl CD Albums Supplies	101-0000-0000-2700-000	-33.20
06/12/2017	Vinyl CD Albums Supplies	101-8010-8011-8020-000	443.06

Inv 300360 Total 409.86

Inv 300361

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/12/2017	DVD & CD Cases	101-8010-8011-8020-000	120.49
06/12/2017	DVD & CD Cases	101-0000-0000-2700-000	-9.03

Inv 300361 Total 111.46

Inv 300388

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/13/2017	DVD & CD Cases	101-0000-0000-2700-000	-28.53
06/13/2017	DVD & CD Cases	101-8010-8011-8020-000	380.76

Inv 300388 Total 352.23

199082 Total: 904.18

**SHO7777 - Showcases Total:**

904.18

**WLST8267 - Shuttic, William Line Item Account**

199042            06/29/2017

Inv June 2017

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2017	Instructor Self Defense Class	101-8030-8021-8267-000	150.00

Inv June 2017 Total 150.00

199042 Total: 150.00

**WLST8267 - Shuttic, William Total:**

150.00

**REP6115 - Siemens Industry Inc. Line Item Account**

199043            06/29/2017

Inv 5610040997

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/09/2017	Citywide Traffic Signal Maint. 1/17	215-6010-6115-8180-000	2,163.63

Inv 5610040997 Total 2,163.63

Inv 5610060390

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/13/2017	Citywide Traffic Signal Maint. 3/17	215-6010-6115-8180-000	2,163.63

Check Number	Check Date		Amount
Inv 5610060390	Total		2,163.67
Inv 5620014266			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/09/2017	Traffic Signal Response Call Outs 1/17	215-6010-6115-8180-000	2,043.26
Inv 5620014266	Total		2,043.26
Inv 5620016515			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/13/2017	Traffic Signal Response Call Outs 3/17	215-6010-6115-8180-000	6,502.78
Inv 5620016515	Total		6,502.78
199043	Total:		12,873.30
<b>REP6115 - Siemens Industry Inc. Total:</b>			12,873.30
<b>SIR8011 - SirsiDynix Line Item Account</b>			
199118	07/03/2017		
Inv	INVMT030741		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/15/2017	SirsiDynix Symphony Software & Datastream 7/1/17-6/30/18	101-8010-8011-8110-000	26,170.85
Inv INVMT030741	Total		26,170.85
199118	Total:		26,170.85
<b>SIR8011 - SirsiDynix Total:</b>			26,170.85
<b>SCOT8300 - So Cal Office Technologies Line Item Account</b>			
199044	06/29/2017		
Inv	IN348135		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2017	Toner Shipping	101-3010-3032-8110-000	50.58
Inv IN348135	Total		50.58
199044	Total:		50.58
<b>SCOT8300 - So Cal Office Technologies Total:</b>			50.58
<b>SCA4329 - So. CA Ass'n. of Government Line Item Account</b>			
199119	07/03/2017		
Inv	2017-2018		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

Check Number	Check Date		Amount
05/15/2017	SCAG Membership Dues FY 2017 - 2018	101-3010-3041-8060-000	2,810.00
	Inv 2017-2018 Total		2,810.00

199119 Total: 2,810.00

SCA4329 - So. CA Ass'n. of Government Total: 2,810.00

SOU6666 - So. CA Edison Co. Line Item Account

198873 06/15/2017

Inv 3-008-8091-11

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/08/2017	12/1/16-5/1/17 CREDIT	215-6010-6201-8140-000	-324.63
06/08/2017	10/3/16-5/1/17	215-6010-6201-8140-000	50.73
06/08/2017	9/21/16-5/1/17	215-6010-6201-8140-000	16.86
06/08/2017	9/23/16-5/1/17 CREDIT	215-6010-6201-8140-000	-21.40
06/08/2017	5/1-6/1/17	215-6010-6201-8140-000	3,949.26
06/08/2017	9/23-5/1/17	215-6010-6201-8140-000	66.02
06/08/2017	12/1/16-5/1/17	215-6010-6201-8140-000	470.31
06/08/2017	12/1/16-5/1/17	215-6010-6201-8140-000	340.98
06/08/2017	12/1/16-5/1/17 CREDIT	215-6010-6201-8140-000	-543.42

Inv 3-008-8091-11 Total 4,004.71

Inv 3-008-8091-12

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/08/2017	12/1/16-5/1/17	215-6010-6115-8140-000	131.43
06/08/2017	12/1/16-5/1/17 CREDIT	215-6010-6115-8140-000	-36.83
06/08/2017	12/1/16-5/1/17 CREDIT	215-6010-6115-8140-000	-133.29
06/08/2017	5/1-6/1/17	215-6010-6115-8140-000	859.56

Inv 3-008-8091-12 Total 820.87

Inv 3-008-8091-13

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/08/2017	5/1-6/1/17	215-6010-6201-8140-000	9.96
06/08/2017	7/1/14-5/1/17	215-6010-6201-8140-000	354.21
06/08/2017	12/1/16-5/1/17 CREDIT	215-6010-6201-8140-000	-78.80
06/08/2017	5/1-6/1/17	215-6010-6201-8140-000	7,673.28
06/08/2017	7/1/14-5/1/17 CREDIT	215-6010-6201-8140-000	-375.02

Inv 3-008-8091-13 Total 7,583.63

Inv 3-008-8091-14

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/08/2017	5/1-6/1/17	215-6010-6201-8140-000	11.56

Inv 3-008-8091-14 Total 11.56

Inv 3-008-8091-16

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/08/2017	5/5-6/6/17	215-6010-6201-8140-000	122.20

Check Number	Check Date		Amount
Inv 3-008-8091-16		Total	122.20
Inv 3-008-8091-17			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/08/2017	5/5-6/6/17	215-6010-6201-8140-000	51.02
Inv 3-008-8091-17		Total	51.02
Inv 3-008-8091-18			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/08/2017	5/5-6/6/17	215-6010-6201-8140-000	48.36
Inv 3-008-8091-18		Total	48.36
Inv 3-008-8091-19			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/08/2017	5/5-6/6/17	215-6010-6201-8140-000	38.74
Inv 3-008-8091-19		Total	38.74
Inv 3-008-8091-20			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/08/2017	5/5-6/6/17	215-6010-6201-8140-000	69.21
Inv 3-008-8091-20		Total	69.21
Inv 3-008-8091-21			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/08/2017	5/5-6/6/17	215-6010-6201-8140-000	74.20
Inv 3-008-8091-21		Total	74.20
Inv 3-008-8091-22			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/08/2017	5/5-6/6/17	215-6010-6201-8140-000	40.62
Inv 3-008-8091-22		Total	40.62
Inv 3-008-8091-23			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/08/2017	5/5-6/6/17	215-6010-6201-8140-000	65.34
Inv 3-008-8091-23		Total	65.34
Inv 3-008-8091-24			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/08/2017	5/5-6/6/17	215-6010-6201-8140-000	67.07
Inv 3-008-8091-24		Total	67.07

Check Number	Check Date		Amount
Inv 3-008-8436-55			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/08/2017	5/5-6/6/17	215-6010-6201-8140-000	116.75
Inv 3-008-8436-55 Total			116.75
Inv 3-025-4910-19			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/08/2017	5/5-6/6/17	215-6010-6115-8140-000	91.34
Inv 3-025-4910-19 Total			91.34
Inv 3-026-6343-40			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/08/2017	5/5-6/6/17	215-6010-6115-8140-000	16.19
Inv 3-026-6343-40 Total			16.19
Inv 3-045-0630-89			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/08/2017	5/1-6/1/17	215-6010-6201-8140-000	15.82
Inv 3-045-0630-89 Total			15.82
198873 Total:			13,237.63
199083	06/30/2017		
Inv 3-000-5677-90			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	500-6010-6711-8152-000	1,857.52
Inv 3-000-5677-90 Total			1,857.52
Inv 3-000-5950-21			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	101-6010-6410-8140-000	77.24
Inv 3-000-5950-21 Total			77.24
Inv 3-000-5950-22			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	101-6010-6410-8140-000	432.59
Inv 3-000-5950-22 Total			432.59
Inv 3-000-7125-63			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	101-6010-6015-8140-000	22.53
Inv 3-000-7125-63 Total			22.53

Check Number	Check Date		Amount
Inv 3-000-7125-66			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	500-6010-6711-8140-000	36.96
Inv 3-000-7125-66 Total			36.96
Inv 3-000-7152-57			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	101-6010-6410-8140-000	25.27
Inv 3-000-7152-57 Total			25.27
Inv 3-000-8455-69			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	215-6010-6115-8140-000	59.89
Inv 3-000-8455-69 Total			59.89
Inv 3-000-9969-52			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	215-6010-6201-8140-000	12.52
06/22/2017	5/18-6/19/17	101-6010-6410-8140-000	12.52
Inv 3-000-9969-52 Total			25.04
Inv 3-001-1810-93			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/1-31/17	101-6010-6410-8140-000	38.12
Inv 3-001-1810-93 Total			38.12
Inv 3-001-1810-94			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	500-6010-6711-8140-000	39.02
Inv 3-001-1810-94 Total			39.02
Inv 3-001-1810-98			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	500-6010-6711-8152-000	45,443.19
06/22/2017	4/19-5/18/17	500-6010-6711-8152-000	34,854.22
Inv 3-001-1810-98 Total			80,297.41
Inv 3-001-1811-29			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	101-6010-6601-8140-000	5,138.20
Inv 3-001-1811-29 Total			5,138.20



Check Number	Check Date		Amount
Inv	3-001-1811-44		
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	06/22/2017	5/18-6/19/17	215-6010-6201-8140-000
	06/22/2017	5/18-6/19/17	101-6010-6410-8140-000
			162.76
			162.78
	Inv 3-001-1811-44 Total		325.54
Inv	3-001-1811-45		
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	06/22/2017	5/18-6/19/17	215-6010-6201-8140-000
	06/22/2017	5/18-6/19/17	101-6010-6410-8140-000
			87.02
			87.03
	Inv 3-001-1811-45 Total		174.05
Inv	3-001-1811-48		
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	06/22/2017	5/18-6/19/17	215-6010-6115-8140-000
			41.88
	Inv 3-001-1811-48 Total		41.88
Inv	3-001-1811-56		
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	06/22/2017	5/18-6/19/17	215-6010-6115-8140-000
			61.79
	Inv 3-001-1811-56 Total		61.79
Inv	3-001-1811-58		
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	06/22/2017	5/1-31/17	101-6010-6410-8140-000
			33.54
	Inv 3-001-1811-58 Total		33.54
Inv	3-001-1811-59		
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	06/22/2017	5/18-6/19/17	215-6010-6115-8140-000
			38.36
	Inv 3-001-1811-59 Total		38.36
Inv	3-001-1811-63		
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	06/22/2017	5/18-6/19/17	101-6010-6410-8140-000
			23.06
	Inv 3-001-1811-63 Total		23.06
Inv	3-001-1811-67		
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	06/22/2017	5/18-6/19/17	215-6010-6115-8140-000
			34.43
	Inv 3-001-1811-67 Total		34.43

Check Number	Check Date		Amount
Inv 3-001-1811-68			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	101-8010-8011-8140-000	81.12
Inv 3-001-1811-68 Total			81.12
Inv 3-001-1811-69			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/1-31/17	101-6010-6410-8140-000	23.19
Inv 3-001-1811-69 Total			23.19
Inv 3-001-1811-75			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	215-6010-6115-8140-000	83.06
Inv 3-001-1811-75 Total			83.06
Inv 3-001-1811-76			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	215-6010-6115-8140-000	47.30
Inv 3-001-1811-76 Total			47.30
Inv 3-001-1811-77			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	215-6010-6115-8140-000	38.63
Inv 3-001-1811-77 Total			38.63
Inv 3-001-1811-79			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	215-6010-6115-8140-000	36.19
Inv 3-001-1811-79 Total			36.19
Inv 3-001-1811-80			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	215-6010-6115-8140-000	37.14
Inv 3-001-1811-80 Total			37.14
Inv 3-001-1811-86			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	101-6010-6410-8140-000	22.53
Inv 3-001-1811-86 Total			22.53
Inv 3-001-1811-87			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	500-6010-6711-8140-000	44.50

Check Number	Check Date		Amount
Inv 3-001-1811-87	Total		44.50
Inv 3-001-1811-89			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/1-31/17	215-6010-6201-8140-000	16.77
06/22/2017	5/1-31/17	101-6010-6410-8140-000	16.77
Inv 3-001-1811-89	Total		33.54
Inv 3-001-1811-90			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	215-6010-6115-8140-000	51.57
Inv 3-001-1811-90	Total		51.57
Inv 3-001-1811-91			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	215-6010-6115-8140-000	68.30
Inv 3-001-1811-91	Total		68.30
Inv 3-001-1811-92			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	215-6010-6115-8140-000	14.25
Inv 3-001-1811-92	Total		14.25
Inv 3-001-1811-93			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	215-6010-6115-8140-000	48.79
Inv 3-001-1811-93	Total		48.79
Inv 3-001-1811-95			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	101-6010-6410-8140-000	24.18
Inv 3-001-1811-95	Total		24.18
Inv 3-001-1811-98			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	215-6010-6115-8140-000	13.98
Inv 3-001-1811-98	Total		13.98
Inv 3-001-1812-06			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	101-6010-6410-8140-000	31.07
Inv 3-001-1812-06	Total		31.07

Check Number	Check Date		Amount
Inv 3-001-1812-07			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	500-6010-6711-8140-000	28.45
Inv 3-001-1812-07 Total			28.45
Inv 3-001-1812-08			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	215-6010-6115-8140-000	57.46
Inv 3-001-1812-08 Total			57.46
Inv 3-001-1812-09			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/1-31/17	101-6010-6410-8140-000	300.32
Inv 3-001-1812-09 Total			300.32
Inv 3-001-1812-10			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	232-6010-6417-8140-000	65.20
Inv 3-001-1812-10 Total			65.20
Inv 3-001-1812-11			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	215-6010-6115-8140-000	30.51
Inv 3-001-1812-11 Total			30.51
Inv 3-001-1812-12			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	215-6010-6115-8140-000	27.25
Inv 3-001-1812-12 Total			27.25
Inv 3-001-1812-25			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	101-6010-6410-8140-000	25.68
Inv 3-001-1812-25 Total			25.68
Inv 3-001-1812-26			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	101-6010-6410-8140-000	883.15
Inv 3-001-1812-26 Total			883.15
Inv 3-001-1812-27			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	215-6010-6115-8140-000	52.67

Check Number	Check Date	Amount
Inv 3-001-1812-27 Total		52.67
Inv 3-001-1812-31		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
06/22/2017	5/18-6/19/17	101-6010-6410-8140-000
36.77		
Inv 3-001-1812-31 Total		36.77
Inv 3-001-1812-32		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
06/22/2017	5/1-31/17	101-6010-6410-8140-000
13.46		
Inv 3-001-1812-32 Total		13.46
Inv 3-001-1812-33		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
06/22/2017	5/18-6/19/17	500-6010-6711-8140-000
25.91		
Inv 3-001-1812-33 Total		25.91
Inv 3-001-1812-34		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
06/22/2017	5/18-6/19/17	500-6010-6711-8152-000
41.63		
Inv 3-001-1812-34 Total		41.63
Inv 3-001-1812-35		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
06/22/2017	5/18-6/19/17	215-6010-6115-8140-000
15.27		
Inv 3-001-1812-35 Total		15.27
Inv 3-001-1812-36		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
06/22/2017	5/18-6/19/17	101-6010-6410-8140-000
81.18		
Inv 3-001-1812-36 Total		81.18
Inv 3-001-1812-38		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
06/22/2017	5/18-6/19/17	101-6010-6410-8140-000
24.01		
Inv 3-001-1812-38 Total		24.01
Inv 3-001-1812-39		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
06/22/2017	5/18-6/19/17	215-6010-6115-8140-000
50.63		
Inv 3-001-1812-39 Total		50.63

Check Number	Check Date		Amount
Inv 3-001-9413-97			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	500-6010-6711-8152-000	2,514.05
Inv 3-001-9413-97 Total			2,514.05
Inv 3-002-4372-43			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	215-6010-6115-8140-000	62.72
Inv 3-002-4372-43 Total			62.72
Inv 3-002-4472-77			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/27/2017	5/25-6/26/17	101-8010-8011-8140-000	3,527.26
Inv 3-002-4472-77 Total			3,527.26
Inv 3-002-4472-78			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/27/2017	5/25-6/26/17	101-8030-8021-8140-000	1,326.93
Inv 3-002-4472-78 Total			1,326.93
Inv 3-002-4473-12			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	500-6010-6711-8140-000	22.53
Inv 3-002-4473-12 Total			22.53
Inv 3-003-6653-57			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/27/2017	5/25-6/26/17	101-6010-6410-8140-000	850.78
Inv 3-003-6653-57 Total			850.78
Inv 3-003-7341-83			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/1-31/17	101-6010-6410-8140-000	11.56
Inv 3-003-7341-83 Total			11.56
Inv 3-004-3214-58			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	500-6010-6711-8140-000	36.13
Inv 3-004-3214-58 Total			36.13
Inv 3-004-4562-56			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	215-6010-6115-8140-000	60.03



Inv 3-004-4562-56 Total 60.03

Inv 3-011-4089-57

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/27/2017	5/25-6/26/17	215-6010-6115-8140-000	55.58

Inv 3-011-4089-57 Total 55.58

Inv 3-016-0678-82

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	215-6010-6201-8140-000	87.46

Inv 3-016-0678-82 Total 87.46

Inv 3-022-6051-15

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	215-6010-6115-8140-000	78.26

Inv 3-022-6051-15 Total 78.26

Inv 3-022-6897-57

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	215-6010-6115-8140-000	24.44

Inv 3-022-6897-57 Total 24.44



Inv 3-022-6897-72

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/24/2017	5/24-6/23/17	215-6010-6115-8140-000	23.98

Inv 3-022-6897-72 Total 23.98

Inv 3-022-6897-89

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	215-6010-6115-8140-000	23.23

Inv 3-022-6897-89 Total 23.23

Inv 3-022-6897-99

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	215-6010-6115-8140-000	23.62

Inv 3-022-6897-99 Total 23.62

Inv 3-022-6898-05

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/18-6/19/17	215-6010-6115-8140-000	22.95

Inv 3-022-6898-05 Total 22.95



Check Number	Check Date		Amount
Inv 3-022-6898-17			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/1-31/17	215-6010-6115-8140-000	25.08
Inv 3-022-6898-17 Total			25.08
Inv 3-023-6580-86			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/27/2017	5/25-6/26/17	215-6010-6201-8140-000	26.19
Inv 3-023-6580-86 Total			26.19
Inv 3-023-7462-29			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/24/2017	5/24-6/23/17	215-6010-6115-8140-000	134.68
Inv 3-023-7462-29 Total			134.68
Inv 3-023-7844-31			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/27/2017	5/25-6/26/17	215-6010-6115-8140-000	26.27
Inv 3-023-7844-31 Total			26.27
Inv 3-023-8283-79			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/27/2017	5/25-6/26/17	215-6010-6115-8140-000	31.32
Inv 3-023-8283-79 Total			31.32
Inv 3-028-7013-82			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/27/2017	5/25-6/26/17	101-6010-6410-8140-000	111.61
Inv 3-028-7013-82 Total			111.61
Inv 3-028-7594-32			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/27/2017	5/25-6/26/17	500-6010-6711-8152-000	3,562.96
Inv 3-028-7594-32 Total			3,562.96
Inv 3-032-0513-93			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/24/2017	5/24-6/23/17	215-6010-6115-8140-000	57.85
Inv 3-032-0513-93 Total			57.85
Inv 3-032-2521-62			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/24/2017	5/24-6/23/17	215-6010-6201-8140-000	57.63



Check Number	Check Date		Amount
Inv 3-032-2521-62		Total	57.63
Inv 3-033-3452-62			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/22-6/21/17	500-6010-6710-8140-000	650.29
Inv 3-033-3452-62		Total	650.29
Inv 3-035-6502-21			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/24/2017	5/24-6/23/17	101-6010-6601-8140-000	270.30
Inv 3-035-6502-21		Total	270.30
Inv 3-037-6075-39			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/24/2017	5/24-6/23/17	215-6010-6115-8140-000	55.35
Inv 3-037-6075-39		Total	55.35
Inv 3-045-8045-41			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	5/24-6/23/17	232-6010-6417-8140-000	25.06
Inv 3-045-8045-41		Total	25.06
199083		Total:	105,027.43
199130	07/05/2017		
Inv 3-022-6898-28			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/28/2017	5/26-6/27/17	215-6010-6115-8140-000	23.30
Inv 3-022-6898-28		Total	23.30
Inv 3-026-3223-65			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/28/2017	5/26-6/27/17	215-6010-6115-8140-000	35.66
Inv 3-026-3223-65		Total	35.66
Inv 3-029-2458-05			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/28/2017	5/26-6/27/17	101-8030-8031-8140-000	82.22
Inv 3-029-2458-05		Total	82.22
Inv 3-032-4192-98			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/28/2017	5/26-6/27/17	215-6010-6201-8140-000	52.36

Check Number	Check Date		Amount
Inv 3-032-4192-98	Total		52.36
Inv 3-035-3494-19			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/28/2017	5/26-6/27/17	215-6010-6115-8140-000	47.23
Inv 3-035-3494-19	Total		47.23
199130	Total:		240.77
<b>SOU6666 - So. CA Edison Co. Total:</b>			118,505.83
<b>SOGA6501 - So. Cal. Gas Co. Line Item Account</b>			
198874	06/15/2017		
Inv 196-493-8529 1			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/06/2017	CNG for City Vehicles 5/1-6/1/17	500-6010-6710-8020-000	104.00
06/06/2017	CNG for City Vehicles 5/1-6/1/17	500-6010-6711-8020-000	56.00
06/06/2017	CNG for City Vehicles 5/1-6/1/17	101-6010-6410-8020-000	59.00
06/06/2017	CNG for City Vehicles 5/1-6/1/17	210-6010-6501-8020-000	100.00
06/06/2017	CNG for City Vehicles 5/1-6/1/17	230-6010-6116-8020-000	210.41
06/06/2017	CNG for City Vehicles 5/1-6/1/17	205-8030-8025-8105-000	185.00
Inv 196-493-8529 1	Total		714.41
198874	Total:		714.41
<b>SOGA6501 - So. Cal. Gas Co. Total:</b>			714.41
<b>MART8031 - SoSound Entertainment Line Item Account</b>			
199120	07/03/2017		
Inv 7/9/17			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2017	2017 Summer Concerts in the Park Sound Package- 7/9/17 (1st)	101-8030-8032-8264-000	750.00
Inv 7/9/17	Total		750.00
199120	Total:		750.00
199131	07/05/2017		
Inv 7/16/17			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2017	2017 Summer Concerts in the Park Sound Package-7/16/17 (2nd)	101-8030-8032-8264-000	750.00
Inv 7/16/17	Total		750.00
199131	Total:		750.00

Check Number	Check Date		Amount
199147	07/13/2017		
Inv	7/30/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/11/2017	2017 Summer Concerts in the Park Sound Package-7/30/17 (4th)	101-8030-8032-8264-000	750.00
Inv 7/30/17 Total			750.00
199147 Total:			750.00
199150	07/13/2017		
Inv	7/30/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/11/2017	2017 Summer Concerts in the Park Sound Package-7/30/17 (4th)	101-8030-8032-8264-000	750.00
Inv 7/30/17 Total			750.00
199150 Total:			750.00
<b>MART8031 - SoSound Entertainment Total:</b>			<b>3,000.00</b>
<b>CEAP7000 - South Pasadena Part Time Employees Assn. Line Item Account</b>			
199148	07/13/2017		
Inv	P/R/E 7/9/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/11/2017	Assn. Dues	700-0000-0000-2249-000	632.00
Inv P/R/E 7/9/17 Total			632.00
199148 Total:			632.00
199151	07/13/2017		
Inv	P/R/E 7/9/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/11/2017	Assn. Dues	700-0000-0000-2249-000	632.00
Inv P/R/E 7/9/17 Total			632.00
199151 Total:			632.00
<b>CEAP7000 - South Pasadena Part Time Employees Assn. Total:</b>			<b>1,264.00</b>
<b>MET4512 - Southern CA Library Cooperative Line Item Account</b>			
199121	07/03/2017		
Inv	40-8677		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/27/2017	Califa Consortium Membership Dues FY 17-18	101-8010-8011-8170-000	360.00
06/27/2017	SCLA Membership Dues FY 17-18	101-8010-8011-8170-000	2,229.00

Check Number	Check Date		Amount
Inv 40-8677		Total	2,589.00
199121		Total:	2,589.00
<b>MET4512 - Southern CA Library Cooperative Total:</b>			2,589.00
<b>SWTL9399 - Southwest Pipeline &amp; Trenchless Corp. Line Item Account</b>			
199045	06/29/2017		
Inv	#13		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/05/2017	Swr Rehab. & Replacement Project Construction Svcs	310-9000-9399-9399-000	203,232.68
Inv #13	Total		203,232.68
199045		Total:	203,232.68
<b>SWTL9399 - Southwest Pipeline &amp; Trenchless Corp. Total:</b>			203,232.68
<b>SGMC2013 - St. George's Medical Clinic Line Item Account</b>			
199046	06/29/2017		
Inv	110536.0		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/01/2017	Medical Exam Acct. # 953970864	101-2010-2013-8170-000	110.00
Inv 110536.0	Total		110.00
Inv	110542.0		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/01/2017	Medical Exam Acct. # 953970864	101-2010-2013-8170-000	110.00
Inv 110542.0	Total		110.00
Inv	110547.0		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/01/2017	Medical Exam Acct. # 953970864	101-2010-2013-8170-000	110.00
Inv 110547.0	Total		110.00
Inv	110792.0		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/12/2017	Medical Exam Acct. # 953970864	101-4010-4011-8170-000	175.00
Inv 110792.0	Total		175.00
Inv	110855.0		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/16/2017	Medical Exam Acct. # 953970864	101-2010-2013-8170-000	175.00

Check Number	Check Date		Amount
Inv 110855.0	Total		175.00
Inv 110879.0			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/18/2017	Medical Exam Acct. # 953970864	101-2010-2013-8170-000	395.00
Inv 110879.0	Total		395.00
Inv 110898.0			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/19/2017	Medical Exam Acct. # 953970864	101-2010-2013-8170-000	595.00
Inv 110898.0	Total		595.00
Inv 110946.0			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/22/2017	Medical Exam Acct. # 953970864	101-2010-2013-8170-000	595.00
Inv 110946.0	Total		595.00
Inv 110977.0			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/24/2017	Medical Exam Acct. # 953970864	101-2010-2013-8170-000	110.00
Inv 110977.0	Total		110.00
Inv 110981.0			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/24/2017	Medical Exam Acct. # 953970864	101-2010-2013-8170-000	595.00
Inv 110981.0	Total		595.00
Inv 111154.0			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/02/2017	Medical Exam Acct. # 953970864	101-2010-2013-8170-000	270.00
Inv 111154.0	Total		270.00
Inv 111188.0			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/23/2017	Medical Exam Acct. # 953970864	101-2010-2013-8170-000	595.00
Inv 111188.0	Total		595.00
199046	Total:		3,835.00
SGMC2013 - St. George's Medical Clinic	Total:		3,835.00
STA5219 - Staples Business Advantage Line Item Account			
199047	06/29/2017		

Check Number	Check Date		Amount
Inv 3319136116			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/26/2016	Mgmt Svcs Office Supplies	101-2010-2011-8000-000	62.99
Inv 3319136116 Total			62.99
Inv 3319136117			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/26/2016	Mgmt Svcs Office Supplies	101-2010-2011-8000-000	90.90
Inv 3319136117 Total			90.90
Inv 3324904361			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/23/2016	Mgmt Svcs Office Supplies	101-2010-2011-8000-000	66.04
Inv 3324904361 Total			66.04
Inv 3334312113			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/24/2017	Mgmt Svcs Office Supplies	101-2010-2011-8000-000	628.52
Inv 3334312113 Total			628.52
Inv 3334553803			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/25/2010	Mgmt Svcs Office Supplies	101-2010-2011-8020-000	3.25
Inv 3334553803 Total			3.25
Inv 3336384155			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/08/2010	Mgmt Svcs Office Supplies	101-2010-2011-8020-000	274.22
Inv 3336384155 Total			274.22
Inv 3336384161			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/08/2017	Mgmt Svcs Office Supplies	101-1010-1011-8020-000	116.35
Inv 3336384161 Total			116.35
Inv 3336554217			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/09/2017	Mgmt Svcs Office Supplies	101-2010-2011-8000-000	6.53
Inv 3336554217 Total			6.53
Inv 3339160701			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/05/2010	Mgmt Svcs Office Supplies	101-2010-2011-8020-000	280.16

Check Number	Check Date	Amount
Inv 3339160701	Total	280.16
Inv 3340684493		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
05/21/2017	Library Office Supplies	101-8010-8011-8000-000
		175.77
Inv 3340684493	Total	175.77
Inv 3340776514		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
05/24/2017	Mgmt Svcs Office Supplies	101-2010-2011-8020-000
		25.47
05/24/2017	Plan/Bldg Office Supplies	101-7010-7011-8000-000
		82.24
05/24/2017	Finance Office Supplies	101-3010-3011-8000-000
		234.84
Inv 3340776514	Total	342.55
Inv 3340776515		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
05/24/2017	Finance Office Supplies	101-3010-3011-8000-000
		75.79
Inv 3340776515	Total	75.79
Inv 3340991115		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
05/26/2017	Mgmt Svcs Office Supplies	101-1010-1011-8020-000
		121.64
Inv 3340991115	Total	121.64
Inv 3342006178		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
06/01/2017	Library Office Supplies	101-8010-8011-8000-000
		23.48
Inv 3342006178	Total	23.48
Inv 3342006180		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
06/01/2017	PW Office Supplies	101-6010-6410-8000-000
		17.06
Inv 3342006180	Total	17.06
Inv 3342006181		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
06/01/2017	PW Office Supplies	101-6010-6011-8000-000
		323.68
Inv 3342006181	Total	323.68
Inv 3342242930		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
06/03/2017	Finance Office Supplies CREDIT	101-3010-3011-8000-000
		-41.12
Inv 3342242930	Total	-41.12

Check Number	Check Date		Amount
Inv	3342242938		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/03/2017	Recreation Office Supplies	101-8030-8032-8020-000	152.59
Inv 3342242938 Total			152.59
Inv	3342536258		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/08/2017	Mgmt Svcs Office Supplies	101-2010-2011-8020-000	32.98
06/08/2017	Finance Office Supplies	101-3010-3011-8000-000	420.34
Inv 3342536258 Total			453.32
Inv	3342536259		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/08/2017	PW Office Supplies	210-6010-6501-8020-000	23.91
06/08/2017	PW Office Supplies	500-6010-6710-8000-000	23.92
06/08/2017	PW Office Supplies	230-6010-6116-8000-000	23.92
06/08/2017	PW Office Supplies	101-6010-6601-8000-000	23.92
06/08/2017	PW Office Supplies	500-6010-6711-8000-000	23.91
06/08/2017	PW Office Supplies	215-6010-6201-8000-000	23.91
06/08/2017	PW Office Supplies	101-6010-6410-8000-000	23.91
Inv 3342536259 Total			167.40
Inv	3342536260		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/08/2017	Transit Office Supplies	205-8030-8025-8000-000	70.11
06/08/2017	Transit Office Supplies	205-8030-8025-8020-000	70.12
Inv 3342536260 Total			140.23
Inv	3342777681		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/10/2017	Finance Office Supplies	101-3010-3011-8000-000	60.88
Inv 3342777681 Total			60.88
Inv	3342777685		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/10/2017	Transit Office Supplies	205-8030-8025-8020-000	24.52
Inv 3342777685 Total			24.52
Inv	3343400608		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/17/2017	Finance Office Supplies CREDIT	101-3010-3011-8000-000	-59.79
Inv 3343400608 Total			-59.79



Check Number	Check Date		Amount
199047 Total:			3,506.96
199084	06/30/2017		
Inv	3342468360		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/07/2017	Library Office Supplies	101-8010-8011-8000-000	175.26
Inv 3342468360 Total			175.26
Inv	3343140229		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/15/2017	Library Office Supplies	101-8010-8011-8000-000	39.11
Inv 3343140229 Total			39.11
Inv	3343140233		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/15/2017	Library Office Supplies	101-8010-8011-8000-000	40.55
Inv 3343140233 Total			40.55
Inv	3343235329		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/16/2017	Library Office Supplies	101-8010-8011-8000-000	62.40
Inv 3343235329 Total			62.40
Inv	3343235332		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/16/2017	Library Office Supplies	101-8010-8011-8000-000	106.84
Inv 3343235332 Total			106.84
199084 Total:			424.16
STA5219 - Staples Business Advantage Total:			3,931.12
ERSM2920 - Staudenmaier, Eric Line Item Account			
199048	06/29/2017		
Inv	R82680		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/23/2017	Refund WMB Rental Deposit 6/17/17	101-0000-0000-2920-000	500.00
Inv R82680 Total			500.00
199048 Total:			500.00
ERSM2920 - Staudenmaier, Eric Total:			500.00

Check Number	Check Date		Amount
<b>SRYC5011 - Stericycle Inc. Line Item Account</b>			
199049	06/29/2017		
Inv	3003884913		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/01/2017	FD Medical Waste Pick up Svcs	101-5010-5011-8025-000	126.69
Inv 3003884913 Total			126.69
199049 Total:			126.69
<b>SRYC5011 - Stericycle Inc. Total:</b>			126.69
<b>SPWS8020 - SupplyWorks Line Item Account</b>			
199050	06/29/2017		
Inv	402964449		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/07/2017	Janitorial Supplies	101-8010-8011-8120-000	206.15
Inv 402964449 Total			206.15
Inv 404398703			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/21/2017	Janitorial Supplies	101-8010-8011-8120-000	443.71
Inv 404398703 Total			443.71
Inv 404688350			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2017	Sr. Center Supplies	101-8030-8032-8120-000	333.81
Inv 404688350 Total			333.81
199050 Total:			983.67
<b>SPWS8020 - SupplyWorks Total:</b>			983.67
<b>SWA2992 - Swank Motion Pictures, Inc Line Item Account</b>			
199122	07/03/2017		
Inv	BO 1407134		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2017	Movies in Park Movie Licensing for 8/18 Beauty & the Beast 2017	101-8030-8032-8264-000	565.00
Inv BO 1407134 Total			565.00
Inv BO 1407134*			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2017	Movies in Park Movie Licensing for 7/21 Moana	101-8030-8032-8264-000	565.00

Check Number	Check Date		Amount
		Inv BO 1407134* Total	565.00
		199122 Total:	1,130.00
		<b>SWA2992 - Swank Motion Pictures, Inc Total:</b>	1,130.00
		<b>JTAM2920 - Tam, Jonathan Line Item Account</b>	
		199051 06/29/2017	
		Inv R82573	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		05/23/2017      Refund WMB Rental Deposit 6/10/17      101-0000-0000-2920-000	500.00
		Inv R82573 Total	500.00
		199051 Total:	500.00
		<b>JTAM2920 - Tam, Jonathan Total:</b>	500.00
		<b>SOU5030 - The Gas Company Line Item Account</b>	
		199085 06/30/2017	
		Inv 072 519 1300 5	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		06/15/2017      5/12-6/13-17      101-6010-6410-8140-000	23.47
		Inv 072 519 1300 5 Total	23.47
		Inv 080 919 2900 3	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		06/15/2017      5/12-6/13-17      101-6010-6601-8140-000	316.91
		Inv 080 919 2900 3 Total	316.91
		Inv 080 919 3600 8	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		06/15/2017      5/12-6/13-17      101-8030-8031-8140-000	6.74
		Inv 080 919 3600 8 Total	6.74
		Inv 083 019 3600 4	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		06/15/2017      5/12-6/13-17      500-6010-6710-8140-000	45.92
		Inv 083 019 3600 4 Total	45.92
		Inv 135 519 3700 9	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		06/15/2017      5/12-6/13-17      101-8010-8011-8140-000	1.92
		Inv 135 519 3700 9 Total	1.92

Check Number	Check Date		Amount
Inv 137 619 3700 5			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/15/2017	5/12-6/13-17	101-8030-8021-8140-000	56.19
Inv 137 619 3700 5 Total			56.19
Inv 148 220 0900 8			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/15/2017	5/12-6/13-17	101-6010-6410-8140-000	91.43
Inv 148 220 0900 8 Total			91.43
199085 Total:			542.58
<b>SOU5030 - The Gas Company Total:</b>			542.58
<b>TSCS8030 - The Sauce Creative Services Line Item Account</b>			
199052	06/29/2017		
Inv 1668			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/14/2017	2017 Summer Concert Posters Design & Printing	101-8030-8032-8264-000	413.13
Inv 1668 Total			413.13
Inv 1683			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/15/2017	Coroplast Sign for Arroyo Bike & Pedestrian Trail GroundBreaking	101-8030-8031-8020-000	430.63
Inv 1683 Total			430.63
199052 Total:			843.76
<b>TSCS8030 - The Sauce Creative Services Total:</b>			843.76
<b>TIM4011 - Time Warner Cable Line Item Account</b>			
198875	06/15/2017		
Inv 008 0311688			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/01/2017	1100 Oxley St. Ethernet Fiber 6/11-7/10/17	101-3010-3032-8180-000	1,219.58
Inv 008 0311688 Total			1,219.58
Inv 008 0311704			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/01/2017	Yard Ethernet Fiber 6/11-7/10/17	101-3010-3032-8180-000	1,219.58
Inv 008 0311704 Total			1,219.58

Check Number      Check Date Amount

Inv 008 0311712

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/01/2017	City Hall Ethernet Fiber 6/11-7/10/17	101-3010-3032-8180-000	1,190.00

Inv 008 0311712 Total 1,190.00

198875 Total: 3,629.16

198901              06/22/2017

Inv 008 0011783

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/09/2017	Camp Med Internet 6/19-7/18/17	101-8030-8032-8268-000	78.15

Inv 008 0011783 Total 78.15

Inv 008 0012179

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/06/2017	PD Cable Svcs 6/16-7/15/17	101-4010-4011-8110-000	197.60

Inv 008 0012179 Total 197.60

Inv 008 0251967

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/12/2017	1102 Oxley St. 6/22-7/21/17	101-8030-8021-8110-000	193.62

Inv 008 0251967 Total 193.62

Inv 008 0269985

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/07/2017	City Hall 2nd Modem Svcs 6/17-7/16/17	101-3010-3032-8150-000	146.79

Inv 008 0269985 Total 146.79

198901 Total: 616.16

199123              07/03/2017

Inv 008 0070193

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/21/2017	Skate Park Cable 6/1-6/30/17	101-4010-4011-8110-000	73.96

Inv 008 0070193 Total 73.96

Inv 008 0070193\*

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/21/2017	Skate Park Cable 7/1-7/31/17	101-4010-4011-8110-000	73.96

Inv 008 0070193\* Total 73.96

199123 Total: 147.92

Check Number	Check Date		Amount
199132	07/05/2017		
Inv	008 0012005		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/21/2017	Library 6/29-7/28/17	101-8010-8011-8180-000	1.58
Inv 008 0012005 Total			1.58
199132 Total:			1.58
<b>TIM4011 - Time Warner Cable Total:</b>			4,394.82
<b>TOM4455 - Tom's Clothing &amp; Uniforms Inc Line Item Account</b>			
199053	06/29/2017		
Inv	9075		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/13/2017	FD Dept. Supplies	101-5010-5011-8020-000	478.50
Inv 9075 Total			478.50
199053 Total:			478.50
<b>TOM4455 - Tom's Clothing &amp; Uniforms Inc Total:</b>			478.50
<b>TRIC8268 - Town Ride Inc. Line Item Account</b>			
199124	07/03/2017		
Inv	071705		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2017	Camp Med Summer Middle School Bus to Moonlight Rollerway 7/1	101-8030-8032-8268-000	415.00
Inv 071705 Total			415.00
199124 Total:			415.00
<b>TRIC8268 - Town Ride Inc. Total:</b>			415.00
<b>TUM8011 - Tumbleweed Press Inc. Line Item Account</b>			
199125	07/03/2017		
Inv	81540		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/06/2017	Electronic Reference Subscription 6/30/17 - 6/30/18	101-8010-8011-8031-000	599.00
Inv 81540 Total			599.00
199125 Total:			599.00

**TUM8011 - Tumbleweed Press Inc. Total:** 599.00

**ULIN8021 - ULINE Line Item Account**

199054                      06/29/2017

Inv 87442829

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/31/2017	Sr. Center Supplies	101-8030-8021-8020-000	76.81

Inv 87442829 Total 76.81

199054 Total: 76.81

**ULIN8021 - ULINE Total:** 76.81

**POR4707 - United Site Services, Inc. Line Item Account**

199055                      06/29/2017

Inv 114-5348548

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/25/2017	Portable Toilet Svcs - Skate Park 5/23-6/19/17	101-8030-8032-8180-000	302.21

Inv 114-5348548 Total 302.21

Inv 114-5377739

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/31/2017	Portable Toilet Svcs - Nelson Field 5/31-6/27/17	101-8030-8032-8180-000	217.75

Inv 114-5377739 Total 217.75

199055 Total: 519.96

**POR4707 - United Site Services, Inc. Total:** 519.96

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

199056                      06/29/2017

Inv 2/05-17

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/12/2017	Water Supply Kollc Ave./Monterey Rd. 5/17	500-6010-6711-8231-000	3,354.20

Inv 2/05-17 Total 3,354.20

199056 Total: 3,354.20

**UPP7789 - Upper S.G.Mun. Water Dist. Total:** 3,354.20

**VEBU3010 - Verizon Business Svcs Line Item Account**

199057                      06/29/2017

Check Number	Check Date		Amount
Inv	70456602		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/20/2017	Phone Conferencing Svcs 5/17	101-2010-2011-8090-000	53.02
Inv 70456602 Total			53.02
199057 Total:			53.02
<b>VEBU3010 - Verizon Business Svcs Total:</b>			53.02
<b>VERW6711 - Verizon Wireless Line Item Account</b>			
199058	06/29/2017		
Inv	9786496689		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/26/2017	PD Squad Cars,CouncilTablets, Mgmt/PD/FD/Trans. 4/27-5/26/17	101-3010-3032-8530-000	810.48
05/26/2017	PD Squad Cars,CouncilTablets, Mgmt/PD/FD/Trans. 4/27-5/26/17	101-3010-3032-8150-000	461.21
05/26/2017	PD Squad Cars,CouncilTablets, Mgmt/PD/FD/Trans. 4/27-5/26/17	205-8030-8025-8180-000	38.01
Inv 9786496689 Total			1,309.70
Inv	9786496690		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/26/2017	PD Squad Cars,CouncilTablets, Mgmt/PD/FD/Trans. 4/27-5/26/17	101-4010-4011-8180-000	38.10
05/26/2017	PD Squad Cars,CouncilTablets, Mgmt/PD/FD/Trans. 4/27-5/26/17	101-3010-3032-8150-000	313.39
Inv 9786496690 Total			351.49
199058 Total:			1,661.19
199133	07/05/2017		
Inv	9788073874		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2017	Mobile Broadband 5/24-6/23/17	101-3010-3032-8150-000	16.05
Inv 9788073874 Total			16.05
199133 Total:			16.05
<b>VERW6711 - Verizon Wireless Total:</b>			1,677.24
<b>VSHI9185 - Vido Samarzich, Inc. Line Item Account</b>			
199086	06/30/2017		
Inv	Retention		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/01/2017	Monterey Road Street Improvement Project	233-9000-9354-9354-000	33,297.19
05/01/2017	Monterey Road Street Improvement Project	500-9000-9300-9300-000	25,804.50
Inv Retention Total			59,101.69



<b>Check Number</b>	<b>Check Date</b>			<b>Amount</b>
---------------------	-------------------	--	--	---------------

---

199086 Total:				59,101.69
---------------	--	--	--	-----------

---

<b>VSHI9185 - Vido Samarzich, Inc. Total:</b>				59,101.69
-----------------------------------------------	--	--	--	-----------

**VEWI8020 - Vision Electric Wholesale Inc. Line Item Account**

199059            06/29/2017

Inv 27177

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/07/2017	Mission Street Sidewalk GFI Receptacle	215-6010-6201-8020-000	214.67

Inv 27177 Total				214.67
-----------------	--	--	--	--------

Inv 27697

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/19/2017	Bldg Maint. Shop LED Retrofit Bulb/Fixture Replacements	101-6010-6601-8020-000	280.47

Inv 27697 Total				280.47
-----------------	--	--	--	--------

Inv 27908

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/02/2017	Sr. Center LED Track Light Replacement Bulb	101-6010-6601-8120-000	300.85

Inv 27908 Total				300.85
-----------------	--	--	--	--------

Inv 27928

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/02/2017	2 Track Lamps LED Replacements	101-6010-6601-8020-000	499.98

Inv 27928 Total				499.98
-----------------	--	--	--	--------

Inv 28414

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/13/2017	Community Room Partitions Lighting Equipment	101-8010-8011-8110-000	498.39

Inv 28414 Total				498.39
-----------------	--	--	--	--------

199059 Total:				1,794.36
---------------	--	--	--	----------

---

<b>VEWI8020 - Vision Electric Wholesale Inc. Total:</b>				1,794.36
---------------------------------------------------------	--	--	--	----------

**ING1680 - Voya Financial Line Item Account**

198913            06/29/2017

Inv P/R/E 6/25/17

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2017	Deferred Comp Jul-17	700-0000-0000-2260-000	2,210.59

Inv P/R/E 6/25/17 Total				2,210.59
-------------------------	--	--	--	----------

Check Number	Check Date		Amount
198913 Total:			2,210.59
199149	07/13/2017		
Inv	P/R/E 7/9/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/11/2017	Deferred Comp	700-0000-0000-2260-000	2,207.59
Inv P/R/E 7/9/17 Total			2,207.59
199149 Total:			2,207.59
199152	07/13/2017		
Inv	P/R/E 7/9/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/11/2017	Deferred Comp	700-0000-0000-2260-000	2,207.59
Inv P/R/E 7/9/17 Total			2,207.59
199152 Total:			2,207.59
ING1680 - Voya Financial Total:			6,625.77
XIWG4610 - Wang, Xiaoli Line Item Account			
199060	06/29/2017		
Inv	222136075		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/13/2017	Refund Citation	101-0000-0000-4610-000	48.00
Inv 222136075 Total			48.00
199060 Total:			48.00
XIWG4610 - Wang, Xiaoli Total:			48.00
ANWD6410 - Ward, Andrew Line Item Account			
199061	06/29/2017		
Inv	5/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/20/2017	Humane Bee Removal Svcs 5/17	101-6010-6410-8180-000	350.00
Inv 5/17 Total			350.00
199061 Total:			350.00
ANWD6410 - Ward, Andrew Total:			350.00

Check Number	Check Date		Amount
--------------	------------	--	--------

---

**WAT1111 - Watkins, David Line Item Account**

198876                      06/15/2017

Inv R132062

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/13/2017	Reimb. AICP Membership Dues	101-7010-7011-8020-000	748.00

Inv R132062 Total 748.00

198876 Total: 748.00

**WAT1111 - Watkins, David Total:**

748.00

**WES4152 - West Coast Arborists, Inc. Line Item Account**

199062                      06/29/2017

Inv 126455

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/31/2017	Arborists Svcs 5/16-31/17	215-6010-6310-8170-000	1,100.00

Inv 126455 Total 1,100.00

199062 Total: 1,100.00

**WES4152 - West Coast Arborists, Inc. Total:**

1,100.00

**WES4011 - Western Graphix Line Item Account**

199063                      06/29/2017

Inv 48760

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/15/2017	Employee Photo ID Cards	101-2010-2013-8020-000	109.85

Inv 48760 Total 109.85

199063 Total: 109.85

**WES4011 - Western Graphix Total:**

109.85

**WIT6353 - Wittman Enterprises LLC Line Item Account**

199064                      06/29/2017

Inv 1705059

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/14/2017	Paramedic Payment May 2017	101-0000-0000-5290-001	3,370.02

Inv 1705059 Total 3,370.02

199064 Total: 3,370.02

Check Number	Check Date		Amount
<b>WIT6353 - Wittman Enterprises LLC Total:</b>			3,370.02
<b>WON6410 - Wondries Toyota Line Item Account</b>			
199065	06/29/2017		
Inv	1044886		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/12/2017	PD Unit# 1501 Green Svc w/Synthetic Oil & Motor Oil Svc	101-4010-4011-8100-000	101.33
Inv 1044886 Total			101.33
199065 Total:			101.33
<b>WON6410 - Wondries Toyota Total:</b>			101.33
<b>PUFG8267 - Wong, Pauline Line Item Account</b>			
199066	06/29/2017		
Inv	June 2017		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2017	Instructor Line Dance Class	101-8030-8021-8267-000	140.80
Inv June 2017 Total			140.80
199066 Total:			140.80
<b>PUFG8267 - Wong, Pauline Total:</b>			140.80
<b>XRXF5010 - Xerox Financial Svcs Line Item Account</b>			
199067	06/29/2017		
Inv	843859		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/10/2017	Citywide Copier Lease June 2017	101-3010-3032-8300-000	1,880.14
Inv 843859 Total			1,880.14
199067 Total:			1,880.14
<b>XRXF5010 - Xerox Financial Svcs Total:</b>			1,880.14
<b>YTS1003 - Y Tire Sales Line Item Account</b>			
199068	06/29/2017		
Inv	176621		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/31/2017	Yard Unit# 365 Inflation Valve Stem Replacement Boom Truck	215-6010-6201-8100-000	133.75
Inv 176621 Total			133.75

Check Number	Check Date		Amount
Inv 176629			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/31/2017	Yard Unit# 624 Repair Tires	101-6010-6601-8100-000	389.42
Inv 176629 Total			389.42
199068 Total:			523.17
YTS1003 - Y Tire Sales Total:			523.17
<b>YAMD8010 - Yamada Enterprises Line Item Account</b>			
199087	06/30/2017		
Inv 170612			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/12/2017	Removal & Replacement 14 Tackable Panels in Comm.Room	101-8010-8011-8110-000	6,394.50
Inv 170612 Total			6,394.50
199087 Total:			6,394.50
YAMD8010 - Yamada Enterprises Total:			6,394.50
<b>LZVE2920 - Zive, Laura Line Item Account</b>			
199069	06/29/2017		
Inv R82679			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2017	Refund Youth House Rental Deposit 6/17/17	101-0000-0000-2920-000	250.00
Inv R82679 Total			250.00
199069 Total:			250.00
LZVE2920 - Zive, Laura Total:			250.00
Total:			3,166,947.89

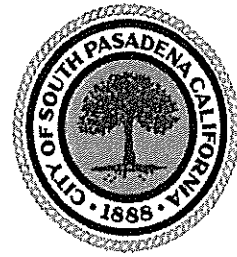
This page intentionally left blank.

**ATTACHMENT 3**  
**General City Warrant List**

# Accounts Payable

## Check Detail

User: mfestejo  
 Printed: 07/13/2017 - 11:20AM



Check Number	Check Date		Amount
<b>ADL4011 - Adlerhorst International, Inc. Line Item Account</b>			
199153	07/19/2017		
Inv	80604		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/03/2017	Daily K9 Boarding - Lisu 6/23-7/3/17	101-4010-4011-8035-000	300.00
Inv 80604 Total			300.00
Inv	80636		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/05/2017	PD Annual Training for K9 Lisu & Sandoval 7/2017 - 6/2018	101-4010-4011-8200-000	2,100.00
Inv 80636 Total			2,100.00
199153 Total:			2,400.00
<b>ADL4011 - Adlerhorst International, Inc. Total:</b>			2,400.00
<b>ASOP8030 - Aire Serv of Pasadena Line Item Account</b>			
199154	07/19/2017		
Inv	53696129		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/27/2017	FD/PD A/C Maint. Svc	101-6010-6601-8120-000	445.68
Inv 53696129 Total			445.68
199154 Total:			445.68
<b>ASOP8030 - Aire Serv of Pasadena Total:</b>			445.68
<b>AIR6010 - Airgas USA LLC Line Item Account</b>			
199155	07/19/2017		
Inv	9064755462		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/21/2017	Propane for Yard Forklift	210-6010-6501-8020-000	44.43
06/21/2017	Propane for Yard Forklift	230-6010-6116-8020-000	44.43
06/21/2017	Propane for Yard Forklift	500-6010-6710-8020-000	44.42
06/21/2017	Propane for Yard Forklift	101-6010-6601-8020-000	44.42
06/21/2017	Propane for Yard Forklift	101-6010-6410-8020-000	44.43



Check Number	Check Date		Amount
		Inv 9064755462 Total	222.14
		199155 Total:	222.14
		<b>AIR6010 - Airgas USA LLC Total:</b>	222.14
		<b>AKDC9265 - AKD Consulting Line Item Account</b>	
199156	07/19/2017	Inv CSP 2017-7	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		07/03/2017      City's Water FacilitiesCapital ImprovementProjectMgmtSvcs6/17      500-6010-6711-8170-000	8,184.00
		Inv CSP 2017-7 Total	8,184.00
		199156 Total:	8,184.00
		<b>AKDC9265 - AKD Consulting Total:</b>	8,184.00
		<b>ACMT2920 - All City Management Line Item Account</b>	
199157	07/19/2017	Inv 49638	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		06/22/2017      PD School Crossing Guard Svcs 6/4-6/17/17      101-4010-4011-8180-000	3,261.38
		Inv 49638 Total	3,261.38
		Inv 49716	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		06/29/2017      PD School Crossing Guard Svcs 6/18-7/1/17      101-4010-4011-8180-000	1,204.20
		Inv 49716 Total	1,204.20
		199157 Total:	4,465.58
		<b>ACMT2920 - All City Management Total:</b>	4,465.58
		<b>ALVA8032 - Alvas Line Item Account</b>	
199158	07/19/2017	Inv 83530	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		06/27/2017      Dance Mirrors & Low Rolling Frames      101-8030-8031-8020-000	912.93
		Inv 83530 Total	912.93
		Inv 83531	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		06/28/2017      Dance Mirrors & Low Rolling Frames      101-8030-8031-8020-000	30.36

Check Number	Check Date		Amount
Inv 83531		Total	30.37
199158		Total:	943.29
ALVA8032		Alvas Total:	943.29
<b>ARA0260 - Aramark Uniform Services Line Item Account</b>			
199159	07/19/2017		
Inv	532553392		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/29/2017	Uniform Svcs	500-6010-6710-8132-000	70.74
06/29/2017	Uniform Svcs	215-6010-6201-8132-000	72.05
06/29/2017	Uniform Svcs	101-6010-6601-8132-000	16.79
06/29/2017	Uniform Svcs	215-6010-6310-8132-000	11.09
06/29/2017	Uniform Svcs	210-6010-6501-8132-000	11.09
06/29/2017	Uniform Svcs	500-6010-6711-8132-000	18.06
06/29/2017	Uniform Svcs	230-6010-6116-8132-000	49.88
Inv 532553392		Total	249.70
199159		Total:	249.70
ARA0260		Aramark Uniform Services Total:	249.70
<b>ARC6011 - ARC Line Item Account</b>			
199160	07/19/2017		
Inv	9191099		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/26/2017	Catch Basin Connector Pipe Printing Svcs	101-6010-6015-8020-000	83.83
Inv 9191099		Total	83.83
Inv	9224557		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/20/2017	Scan As-Build Plans for Fletcher CIP Water Line Tasks	500-6010-6711-8050-000	153.29
Inv 9224557		Total	153.29
199160		Total:	237.12
ARC6011		ARC Total:	237.12
<b>ARM0253 - Armstrong Lock &amp; Safe Co. Line Item Account</b>			
199161	07/19/2017		
Inv	64306		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/21/2017	Street Div. Keys	230-6010-6116-8020-000	69.52

Check Number	Check Date		Amount
Inv 64306 Total			69.52
Inv 64343			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/30/2017	Facility Access Key Duplications	101-6010-6601-8020-000	8.15
Inv 64343 Total			8.15
199161 Total:			77.67
<b>ARM0253 - Armstrong Lock &amp; Safe Co. Total:</b>			77.67
<b>CAL0100 - CA Dental Buying Group Line Item Account</b>			
199162	07/19/2017		
Inv R06170709			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/30/2017	FD Oxygen Cylinder Rental 6/17	101-5010-5011-8025-000	123.50
Inv R06170709 Total			123.50
199162 Total:			123.50
<b>CAL0100 - CA Dental Buying Group Total:</b>			123.50
<b>CAL5236 - CA Linen Services Line Item Account</b>			
199163	07/19/2017		
Inv 1413994			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/03/2017	FD Dept. Supplies	101-5010-5011-8020-000	131.33
Inv 1413994 Total			131.33
Inv 1416139			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/10/2017	FD Dept. Supplies	101-5010-5011-8020-000	115.34
Inv 1416139 Total			115.34
199163 Total:			246.67
<b>CAL5236 - CA Linen Services Total:</b>			246.67
<b>CAME2015 - CA Maintenance &amp; Environmental Line Item Account</b>			
199164	07/19/2017		
Inv 25755			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

Check Number	Check Date		Amount
07/01/2017	Underground Storage Tank Monthly Inspection June 2017	101-4010-4011-8105-000	86.00
07/01/2017	Underground Storage Tank Monthly Inspection June 2017	101-7010-7011-8100-000	2.00
07/01/2017	Underground Storage Tank Monthly Inspection June 2017	101-6010-6011-8100-000	2.00
07/01/2017	Underground Storage Tank Monthly Inspection June 2017	101-2010-2011-8100-000	2.00
07/01/2017	Underground Storage Tank Monthly Inspection June 2017	101-5010-5011-8100-000	8.00
Inv 25755 Total			100.00
Inv 25756			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/01/2017	Underground Storage Tank Monthly Inspection June 2017	101-6010-6601-8120-000	100.00
Inv 25756 Total			100.00
199164 Total:			200.00
<b>CAME2015 - CA Maintenance &amp; Environmental Total:</b>			200.00
<b>CWNC2501 - Carl Warren &amp; Company Line Item Account</b>			
199165	07/19/2017		
Inv 1810205			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/21/2017	Annual Liability Claims Admin Fee FY 2017-2018	103-2010-2501-8020-000	4,000.00
Inv 1810205 Total			4,000.00
199165 Total:			4,000.00
<b>CWNC2501 - Carl Warren &amp; Company Total:</b>			4,000.00
<b>CAT0700 - Catering Systems Inc. Line Item Account</b>			
199166	07/19/2017		
Inv 4368			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/29/2017	Sr. Center Meals w/ 6/19-23/17	101-8030-8021-8180-000	1,220.56
Inv 4368 Total			1,220.56
Inv 4375			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/09/2017	Sr. Center Meals w/ 6/26-6/30/17	101-8030-8021-8180-000	1,312.52
Inv 4375 Total			1,312.52
199166 Total:			2,533.08
<b>CAT0700 - Catering Systems Inc. Total:</b>			2,533.08

Check Number	Check Date		Amount
<b>CBE5011 - CBE Los Angeles Line Item Account</b>			
199167	07/19/2017		
Inv	IN1904827		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/20/2017	PW Copier Overages 5/20-6/19/17	101-6010-6011-8020-000	47.65
Inv IN1904827 Total			47.65
199167 Total:			47.65
<b>CBE5011 - CBE Los Angeles Total:</b>			47.65
<b>CRIM4010 - Chaidez, Hector Line Item Account</b>			
199168	07/19/2017		
Inv	191616540		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/30/2017	PD Predictive Policing Svcs 5/17	101-4010-4011-8170-000	2,080.00
Inv 191616540 Total			2,080.00
Inv 191616541			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/30/2017	PD Predictive Policing Svcs 6/17	101-4010-4011-8170-000	2,080.00
Inv 191616541 Total			2,080.00
199168 Total:			4,160.00
<b>CRIM4010 - Chaidez, Hector Total:</b>			4,160.00
<b>CLAV4010 - City of La Verne Line Item Account</b>			
199169	07/19/2017		
Inv	8/15/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/06/2017	PD Training-Cpl. Phillips, Ofcr. Hang & Ofcr. Zamora	101-4010-4011-8200-000	165.00
Inv 8/15/17 Total			165.00
199169 Total:			165.00
<b>CLAV4010 - City of La Verne Total:</b>			165.00
<b>CMME4011 - Commline Inc. Line Item Account</b>			
199170	07/19/2017		
Inv	0052496		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/30/2017	Annual PD Radio Svcs 2017-2018	101-4010-4011-8170-000	14,064.00

Check Number	Check Date		Amount
Inv 0052496	Total		14,064.00
199170	Total:		14,064.00
<b>CMME4011 - Commline Inc. Total:</b>			14,064.00
<b>COO0695 - Cook Fire Extinguisher Co Line Item Account</b>			
199171	07/19/2017		
Inv 918182			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/14/2017	PD Svc of Fire Extinguishers	101-4010-4011-8120-000	374.97
Inv 918182	Total		374.97
Inv 918183			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/19/2017	FD Svc Performed on Fire Extinguishers	101-5010-5011-8020-000	145.25
Inv 918183	Total		145.25
199171	Total:		520.22
<b>COO0695 - Cook Fire Extinguisher Co Total:</b>			520.22
<b>DSP0755 - D &amp; S Printing Line Item Account</b>			
199172	07/19/2017		
Inv 8161			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/13/2017	PW Engineering Envelopes	101-6010-6011-8050-000	266.44
Inv 8161	Total		266.44
Inv 8177			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2017	Water Div. Rubber Stamp	500-6010-6710-8000-000	43.50
Inv 8177	Total		43.50
Inv 8186			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/29/2017	Summer Concert Sponsor Banners	101-8030-8032-8264-000	431.74
Inv 8186	Total		431.74
199172	Total:		741.68
<b>DSP0755 - D &amp; S Printing Total:</b>			741.68

**DEP5072 - Dept of Transportation Line Item Account**

199173            07/19/2017

Inv    SL170647

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/17/2017	Signals & Lighting Billing Jan - Mar 2017	215-6010-6115-8180-000	310.38

Inv SL170647 Total 310.38

199173 Total: 310.38

**DEP5072 - Dept of Transportation Total:**

310.38

**DLTS6011 - DLT Solutions LLC Line Item Account**

199174            07/19/2017

Inv    4598648A

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/28/2017	Autodesk AutoCAD LT 2018	101-6010-6011-8020-000	350.52

Inv 4598648A Total 350.52

199174 Total: 350.52

**DLTS6011 - DLT Solutions LLC Total:**

350.52

**DBAR3011 - Dunbar Armored Inc. Line Item Account**

199175            07/19/2017

Inv    4015006

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/01/2017	Armored Car Svc for 7/17	500-3010-3012-8180-000	738.00
07/01/2017	Armored Car Svc for 7/17	101-3010-3041-8180-000	738.00
07/01/2017	Armored Car Svc for Excess Svcs 6/17	101-3010-3041-8180-000	60.20

Inv 4015006 Total 1,536.20

199175 Total: 1,536.20

**DBAR3011 - Dunbar Armored Inc. Total:**

1,536.20

**EGBC4011 - E.G. Brennan & Co. Corp. Line Item Account**

199176            07/19/2017

Inv    0000047587

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/03/2017	Annual Svcs Maint. 8/29/17 - 8/29/18	101-4010-4011-8110-000	225.00

Inv 0000047587 Total 225.00

Check Number	Check Date		Amount
199176 Total:			225.00
<b>EGBC4011 - E.G. Brennan &amp; Co. Corp. Total:</b>			225.00
<b>ELL1017 - Ellen's Silkscreening Line Item Account</b>			
199177	07/19/2017		
Inv	EE63988		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/07/2017	PD Uniform Polo Shirts	101-4010-4011-8134-000	148.42
Inv EE63988 Total			148.42
199177 Total:			148.42
<b>ELL1017 - Ellen's Silkscreening Total:</b>			148.42
<b>EURO6710 - Eurofins Eaton Analytical Line Item Account</b>			
199178	07/19/2017		
Inv	L0324859		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2017	Water Quality Testing Svcs	500-6010-6711-8170-000	127.00
Inv L0324859 Total			127.00
Inv	L0328643		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/19/2017	Water Quality Testing Svcs	500-6010-6711-8170-000	85.00
Inv L0328643 Total			85.00
Inv	L0328986		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/21/2017	Water Quality Testing Svcs	500-6010-6711-8170-000	118.00
Inv L0328986 Total			118.00
Inv	L0328988		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/21/2017	Water Quality Testing Svcs	500-6010-6711-8170-000	9.00
Inv L0328988 Total			9.00
Inv	L0329446		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2017	Water Quality Testing Svcs	500-6010-6711-8170-000	30.00
Inv L0329446 Total			30.00



Check Number	Check Date		Amount
Inv L0329449			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2017	Water Quality Testing Svcs	500-6010-6711-8170-000	20.00
Inv L0329449 Total			20.00
Inv L0330147			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2017	Water Quality Testing Svcs	500-6010-6711-8170-000	85.00
Inv L0330147 Total			85.00
Inv L0330175			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2017	Water Quality Testing Svcs	500-6010-6711-8170-000	127.00
Inv L0330175 Total			127.00
Inv L0331563			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/04/2017	Water Quality Testing Svcs	500-6010-6711-8170-000	127.00
Inv L0331563 Total			127.00
Inv L0331564			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/04/2017	Water Quality Testing Svcs	500-6010-6711-8170-000	85.00
Inv L0331564 Total			85.00
199178 Total:			813.00
<b>EURO6710 - Eurofins Eaton Analytical Total:</b>			813.00
<b>FWWS1400 - Ferguson Waterworks #1083 Line Item Account</b>			
199179	07/19/2017		
Inv 0597113			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/05/2017	Copper Tubing Stock Inventory Supplies	500-0000-0000-1400-000	1,154.93
Inv 0597113 Total			1,154.93
199179 Total:			1,154.93
<b>FWWS1400 - Ferguson Waterworks #1083 Total:</b>			1,154.93
<b>JHFS4610 - Fisher, John Line Item Account</b>			
199180	07/19/2017		

Check Number	Check Date		Amount
Inv 211134375			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/06/2017	Refund Citation	101-0000-0000-4610-000	96.00
Inv 211134375 Total			96.00
199180 Total:			96.00
<b>JHFS4610 - Fisher, John Total:</b>			96.00
<b>GTGW8520 - Game Time Line Item Account</b>			
199181	07/19/2017		
Inv PJI-0063066			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2017	Install Replacement of X-Pod	101-6010-6410-8020-000	1,054.32
Inv PJI-0063066 Total			1,054.32
199181 Total:			1,054.32
<b>GTGW8520 - Game Time Total:</b>			1,054.32
<b>THR5910 - George L.Throop Co. Line Item Account</b>			
199182	07/19/2017		
Inv 01-732822-00			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/20/2017	Sidewalk Repairs	215-6010-6118-8020-000	266.00
Inv 01-732822-00 Total			266.00
Inv 01-732984-00			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	Sidewalk Repairs	215-6010-6118-8020-000	183.52
Inv 01-732984-00 Total			183.52
199182 Total:			449.52
<b>THR5910 - George L.Throop Co. Total:</b>			449.52
<b>GLO4010 - Glock Professional, Inc. Line Item Account</b>			
199183	07/19/2017		
Inv 8/10/17			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/11/2017	PD Training - Sgt. Jacobs	101-4010-4011-8200-000	250.00
Inv 8/10/17 Total			250.00

Check Number	Check Date		Amount
Inv	8/24/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/11/2017	PD Training - Dct. Lec	101-4010-4011-8200-000	250.00
Inv 8/24/17 Total			250.00
199183 Total:			500.00
<b>GLO4010 - Glock Professional, Inc. Total:</b>			500.00
<b>ANGY8030 - Grady, Anthony Q. Line Item Account</b>			
199184	07/19/2017		
Inv	Summer 2017		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/30/2017	Instructor Jiu Jitsu Class	101-8030-8032-8267-000	109.69
Inv Summer 2017 Total			109.69
199184 Total:			109.69
<b>ANGY8030 - Grady, Anthony Q. Total:</b>			109.69
<b>GRE6116 - Great Match Consulting Line Item Account</b>			
199185	07/19/2017		
Inv	1690003611		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/13/2017	Temp. for Sidewalk Repairs w/e 6/11/17	104-9000-9287-9287-000	1,975.68
Inv 1690003611 Total			1,975.68
Inv	1690003618		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/28/2017	Temp. for Sidewalk Repairs w/e 6/25/17	104-9000-9287-9287-000	1,975.68
Inv 1690003618 Total			1,975.68
199185 Total:			3,951.36
<b>GRE6116 - Great Match Consulting Total:</b>			3,951.36
<b>GRE1270 - Greg's Automotive Services Line Item Account</b>			
199186	07/19/2017		
Inv	13663		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/17/2017	Unit # 11 Superduty Brake Pads	500-6010-6710-8100-000	267.42

Check Number	Check Date		Amount
Inv 13663	Total		267.42
Inv 14395			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/29/2017	Yard Unit# 318 Coolant & Radator Tank Maint. Svc	230-6010-6116-8100-000	408.00
Inv 14395	Total		408.00
Inv 14398			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/30/2017	Yard Unit# 318 Water Pump Replacement	230-6010-6116-8100-000	225.68
Inv 14398	Total		225.68
199186	Total:		901.10
<b>GRE1270 - Greg's Automotive Services Total:</b>			901.10
<b>HAC6711 - Hach Company Line Item Account</b>			
199187	07/19/2017		
Inv 10486579			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/06/2017	Reagent C1-17 Chlorine Analyser for Pump Stations	500-6010-6711-8020-000	922.92
Inv 10486579	Total		922.92
199187	Total:		922.92
<b>HAC6711 - Hach Company Total:</b>			922.92
<b>HDWS1400 - HD Supply Water Works Line Item Account</b>			
199188	07/19/2017		
Inv H328059			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	Water Meters	500-6010-6710-8572-000	6,833.72
Inv H328059	Total		6,833.72
199188	Total:		6,833.72
<b>HDWS1400 - HD Supply Water Works Total:</b>			6,833.72
<b>HTZY4610 - Hertz Vehicles Line Item Account</b>			
199189	07/19/2017		
Inv 222135822			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/06/2017	Refund Citation Overpayment	101-0000-0000-4610-000	96.00

<b>Check Number</b>	<b>Check Date</b>	<b>Amount</b>
---------------------	-------------------	---------------

---

Inv 222135822 Total		96.00
---------------------	--	-------

199189 Total:		96.00
---------------	--	-------

<b>HTZV4610 - Hertz Vehicles Total:</b>		96.00
-----------------------------------------	--	-------

**HPSL2021 - High Point Strategies LLC Line Item Account**

199190            07/19/2017

Inv    197

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/10/2017	Consulting Svcs for SR710 C3 5/24-6/23/17	101-2010-2021-8170-000	4,000.00

Inv 197 Total		4,000.00
---------------	--	----------

199190 Total:		4,000.00
---------------	--	----------

<b>HPSL2021 - High Point Strategies LLC Total:</b>		4,000.00
----------------------------------------------------	--	----------

**HIW6710 - Hi-Way Safety Inc Line Item Account**

199191            07/19/2017

Inv    60758

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/19/2017	No Parking Signs	230-6010-6116-8020-000	497.53

Inv 60758 Total		497.53
-----------------	--	--------

199191 Total:		497.53
---------------	--	--------

<b>HIW6710 - Hi-Way Safety Inc Total:</b>		497.53
-------------------------------------------	--	--------

**TMHG6711 - Hogan, Tim Line Item Account**

199192            07/19/2017

Inv    5504

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/28/2017	Cost to Print CCR Report 2016	500-6010-6711-8050-000	501.19

Inv 5504 Total		501.19
----------------	--	--------

199192 Total:		501.19
---------------	--	--------

<b>TMHG6711 - Hogan, Tim Total:</b>		501.19
-------------------------------------	--	--------

**HOS1517 - Hose-Man, Inc. Line Item Account**

199193            07/19/2017

Check Number	Check Date		Amount
Inv	4152822-0001-04		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/21/2017	Hydraulic Hose for Parks Boom Truck	101-6010-6410-8100-000	102.53
Inv 4152822-0001-04 Total			102.53
199193 Total:			102.53
<b>HOS1517 - Hose-Man, Inc. Total:</b>			102.53
<b>HHPS4011 - Huntington Health Physicians Line Item Account</b>			
199194	07/19/2017		
Inv	9260		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/06/2017	PD Booking Approval Carmen Lopez & Michael White	101-4010-4011-8170-000	200.00
Inv 9260 Total			200.00
199194 Total:			200.00
<b>HHPS4011 - Huntington Health Physicians Total:</b>			200.00
<b>ICGI5280 - ICG, Inc. Line Item Account</b>			
199195	07/19/2017		
Inv	201728		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/30/2017	Community Center Feasibility Study Svcs June 2017	105-9000-9195-9195-000	27,617.20
Inv 201728 Total			27,617.20
199195 Total:			27,617.20
<b>ICGI5280 - ICG, Inc. Total:</b>			27,617.20
<b>ICGI8031 - Integrated Consulting Group Inc. Line Item Account</b>			
199196	07/19/2017		
Inv	201729		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/30/2017	San Pascual Stables Consulting Svcs April-June 2017	101-8030-8031-8180-000	2,850.00
Inv 201729 Total			2,850.00
199196 Total:			2,850.00
<b>ICGI8031 - Integrated Consulting Group Inc. Total:</b>			2,850.00

Check Number	Check Date		Amount
<b>INT4896 - Inter-Con Security Systems Inc Line Item Account</b>			
199197	07/19/2017		
Inv	424943		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/10/2017	PD Parking Enforcement Svcs for June 2017	101-4010-4011-8180-000	7,870.36
Inv 424943 Total			7,870.36
199197 Total:			7,870.36
<b>INT4896 - Inter-Con Security Systems Inc Total:</b>			7,870.36
<b>JSAR4011 - Jack's Auto Repair Line Item Account</b>			
199198	07/19/2017		
Inv	15421		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/30/2017	PD Unit # 198 Oil Change Svc	101-4010-4011-8100-000	62.63
Inv 15421 Total			62.63
Inv	15423		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/05/2017	PD Unit# 1112 Replace Lamp Assy, Oil Change, Replace Brakes	101-4010-4011-8100-000	975.15
Inv 15423 Total			975.15
199198 Total:			1,037.78
<b>JSAR4011 - Jack's Auto Repair Total:</b>			1,037.78
<b>JHA307 - John L. Hunter Associates, Inc. Line Item Account</b>			
199199	07/19/2017		
Inv	SOPASNP0517		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2017	Environmental Compliance NPDES Consulting Svcs 5/17	101-6010-6015-8170-000	2,865.00
Inv SOPASNP0517 Total			2,865.00
199199 Total:			2,865.00
<b>JHA307 - John L. Hunter Associates, Inc. Total:</b>			2,865.00
<b>JIPC8268 - John's Incredible Pizza Company Line Item Account</b>			
199200	07/19/2017		
Inv	7/26/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/07/2017	Camp Med Sum Field Trip 7/26/17	101-8030-8032-8268-000	1,177.10

Check Number	Check Date		Amount
		Inv 7/26/17 Total	1,177.10
		199200 Total:	1,177.10
		<b>JIPC8268 - John's Incredible Pizza Company Total:</b>	1,177.10
		<b>LOS5563 - L.A.C. Auditor-Controller Line Item Account</b>	
		199201 07/19/2017	
		Inv 2017-2018	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		06/30/2017      LAFCO FY 2017-2018      101-3010-3041-8060-000	1,197.10
		Inv 2017-2018 Total	1,197.10
		199201 Total:	1,197.10
		<b>LOS5563 - L.A.C. Auditor-Controller Total:</b>	1,197.10
		<b>LACD4011 - L.A.C.Sheriff's Dept. Line Item Account</b>	
		199202 07/19/2017	
		Inv 174761JJ	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		06/22/2017      LASD Basic PD Academy Class #413      101-4010-4011-8210-000	445.00
		Inv 174761JJ Total	445.00
		199202 Total:	445.00
		<b>LACD4011 - L.A.C.Sheriff's Dept. Total:</b>	445.00
		<b>LDCCR6410 - LandCare USA LLC Line Item Account</b>	
		199203 07/19/2017	
		Inv 73991	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		06/22/2017      Replace Leaking Irrigation Valve @ Arroyo Park      101-6010-6410-8180-000	460.00
		Inv 73991 Total	460.00
		Inv 76100	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		06/30/2017      Landscape Monthly Maint. Svcs June 2017      101-6010-6410-8180-000	14,138.00
		06/30/2017      Landscape Monthly Maint. Svcs June 2017      232-6010-6417-8180-000	765.00
		06/30/2017      Landscape Monthly Maint. Svcs June 2017      215-6010-6416-8180-000	3,675.00
		Inv 76100 Total	18,578.00
		199203 Total:	19,038.00



Check Number	Check Date		Amount
<b>LDCR6410 - LandCare USA LLC Total:</b>			19,038.00
<b>ZZLI3012 - Li, Zhen Zhen Line Item Account</b>			
199204	07/19/2017		
Inv	7/3/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/03/2017	Refund Rebate	500-3010-3012-8032-000	84.99
Inv 7/3/17 Total			84.99
199204 Total:			84.99
<b>ZZLI3012 - Li, Zhen Zhen Total:</b>			84.99
<b>MJRI2950 - Magic Jump Rentals Inc. Line Item Account</b>			
199205	07/19/2017		
Inv	174919		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/07/2017	Camp Med Splash Day 7/20/17	101-8030-8032-8268-000	562.50
Inv 174919 Total			562.50
Inv	174923		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/07/2017	Camp Med Camp Day 8/2/17	101-8030-8032-8268-000	522.00
Inv 174923 Total			522.00
199205 Total:			1,084.50
<b>MJRI2950 - Magic Jump Rentals Inc. Total:</b>			1,084.50
<b>MOTORO27 - Motorola Line Item Account</b>			
199206	07/19/2017		
Inv	13167983		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/25/2017	FD Radio Equipment for Fire Engine	105-5010-5011-8540-000	18,503.05
Inv 13167983 Total			18,503.05
199206 Total:			18,503.05
<b>MOTORO27 - Motorola Total:</b>			18,503.05
<b>NIMO9203 - Ninyo &amp; Moore Line Item Account</b>			
199207	07/19/2017		

Check Number	Check Date		Amount
Inv 208568			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/21/2017	Geotechnical & Material Testing Svcs 5/17	500-9000-9266-9266-000	723.50
Inv 208568 Total			723.50
199207 Total:			723.50
<b>NIMO9203 - Ninyo &amp; Moore Total:</b>			723.50
<b>OREI6711 - O' Reilly Automotive Inc. Line Item Account</b>			
199208	07/19/2017		
Inv 3213-434719			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/09/2017	Vehicle Maint. Supplies	215-6010-6201-8100-000	33.67
Inv 3213-434719 Total			33.67
Inv 3213-434786			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/09/2017	Vehicle Maint. Supplies	205-8030-8025-8100-000	119.24
Inv 3213-434786 Total			119.24
199208 Total:			152.91
<b>OREI6711 - O' Reilly Automotive Inc. Total:</b>			152.91
<b>OFF4011 - Office Solutions Line Item Account</b>			
199209	07/19/2017		
Inv I-01186488			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2017	PD Office Supplies	101-4010-4011-8000-000	121.49
Inv I-01186488 Total			121.49
Inv I-01187150			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2017	PD Office Supplies	101-4010-4011-8020-000	107.80
06/26/2017	PD Office Supplies	101-4010-4011-8000-000	7.46
Inv I-01187150 Total			115.26
Inv I-01189181			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/29/2017	PD Office Supplies	101-4010-4011-8020-000	660.09
Inv I-01189181 Total			660.09

199209 Total:			896.84
---------------	--	--	--------

OFF4011 - Office Solutions Total:			896.84
-----------------------------------	--	--	--------

**OMEG4011 - Omega Polygraph Line Item Account**

199210	07/19/2017		
Inv	01541		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/30/2017	Polygraph Examinations	101-4010-4011-8170-000	1,050.00
Inv 01541 Total			1,050.00

199210 Total:			1,050.00
---------------	--	--	----------

OMEG4011 - Omega Polygraph Total:			1,050.00
-----------------------------------	--	--	----------

**PAKH5011 - Parkhouse Tire Inc. Line Item Account**

199211	07/19/2017		
Inv	1010569103		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/11/2017	FD Vehicle Tires	101-5010-5011-8100-000	2,180.92
Inv 1010569103 Total			2,180.92

199211 Total:			2,180.92
---------------	--	--	----------

PAKH5011 - Parkhouse Tire Inc. Total:			2,180.92
---------------------------------------	--	--	----------

**PHS4011 - Pasadena Humane Society Line Item Account**

199212	07/19/2017		
Inv	July 2017		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/07/2017	PD Animal Control Svcs 7/17	101-4010-4011-8180-000	8,899.50
Inv July 2017 Total			8,899.50

199212 Total:			8,899.50
---------------	--	--	----------

PHS4011 - Pasadena Humane Society Total:			8,899.50
------------------------------------------	--	--	----------

**EVSP4610 - Payes, Evaness Line Item Account**

199213	07/19/2017		
Inv	222396		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/06/2017	Refund Citation	101-0000-0000-4610-000	98.00

Check Number	Check Date		Amount
Inv 222396	Total		98.00
199213	Total:		98.00
EVSP4610	Payes, Evaness	Total:	98.00
<b>PBPP8010 - Pitney Bowes Reserve Account Line Item Account</b>			
199214	07/19/2017		
Inv 1004525418			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	Postage Meter Supplies	101-6010-6011-8110-000	44.36
06/22/2017	Postage Meter Supplies	500-3010-3012-8110-000	44.42
06/22/2017	Postage Meter Supplies	500-6010-6710-8110-000	44.36
06/22/2017	Postage Meter Supplies	101-4010-4011-8110-000	44.36
06/22/2017	Postage Meter Supplies	101-2010-2013-8110-000	44.36
06/22/2017	Postage Meter Supplies	101-5010-5011-8110-000	44.36
06/22/2017	Postage Meter Supplies	101-7010-7011-8110-000	44.36
06/22/2017	Postage Meter Supplies	101-2010-2011-8110-000	44.36
06/22/2017	Postage Meter Supplies	101-3010-3011-8110-000	44.36
06/22/2017	Postage Meter Supplies	101-1020-1021-8110-000	44.36
Inv 1004525418	Total		443.66
199214	Total:		443.66
<b>PBPP8010 - Pitney Bowes Reserve Account Total:</b>			
			443.66
<b>PWCW6710 - Pollard Water Line Item Account</b>			
199215	07/19/2017		
Inv 0078585			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/02/2017	Meter Installation Supplies	500-0000-0000-1400-000	1,169.19
Inv 0078585	Total		1,169.19
Inv 0078586			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/02/2017	Meter Installation Supplies	500-0000-0000-1400-000	564.41
Inv 0078586	Total		564.41
199215	Total:		1,733.60
<b>PWCW6710 - Pollard Water Total:</b>			
			1,733.60
<b>PEDS6010 - Prime Electric Distributors Line Item Account</b>			
199216	07/19/2017		

Check Number	Check Date		Amount
Inv	S1356622.001		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/12/2017	Electrical Supplies	101-6010-6410-8020-000	127.69
Inv S1356622.001 Total			127.69
Inv	S1356882.001		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/19/2017	Electrical Supplies	101-6010-6601-8020-000	91.07
Inv S1356882.001 Total			91.07
Inv	S1356993.001		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/21/2017	Electrical Supplies	101-6010-6601-8020-000	69.60
Inv S1356993.001 Total			69.60
199216 Total:			288.36
<b>PEDS6010 - Prime Electric Distributors Total:</b>			288.36
<b>PGXI4011 - Prime Graphix Inc. Line Item Account</b>			
199217	07/19/2017		
Inv	1875		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/27/2017	PD Unit# 1407 Replacement Stripe	101-4010-4011-8100-000	81.75
Inv 1875 Total			81.75
199217 Total:			81.75
<b>PGXI4011 - Prime Graphix Inc. Total:</b>			81.75
<b>COM0666 - Public Safety Technologies Line Item Account</b>			
199218	07/19/2017		
Inv	97328		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/29/2017	PD Repair Pro Laser III	101-4010-4011-8110-000	75.00
Inv 97328 Total			75.00
199218 Total:			75.00
<b>COM0666 - Public Safety Technologies Total:</b>			75.00
<b>RIPU8540 - Roadline Products Inc. USA Line Item Account</b>			

Check Number	Check Date		Amount
199219	07/19/2017		
Inv 13269			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/25/2017	Parks & Regulation Signs	101-6010-6410-8020-000	142.34
Inv 13269 Total			142.34
199219 Total:			142.34
<b>RIPU8540 - Roadline Products Inc. USA Total:</b>			142.34
<b>RMSF8025 - Route Match Software Line Item Account</b>			
199220	07/19/2017		
Inv 31122			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/01/2017	IVR Call Fees 9/2017 -8/2018	207-8030-8025-8180-000	600.00
Inv 31122 Total			600.00
Inv 31123			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/01/2017	Annual Technical Support & Maint. Svcs 9/2017 -8/2018	207-8030-8025-8180-000	5,425.00
Inv 31123 Total			5,425.00
199220 Total:			6,025.00
<b>RMSF8025 - Route Match Software Total:</b>			6,025.00
<b>SGV5685 - S.G.V. Medical Center Line Item Account</b>			
199221	07/19/2017		
Inv 326378			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/09/2017	PD Blood Alcohol w/Drawal - Sybil Enriquez	101-4010-4011-8170-000	48.00
Inv 326378 Total			48.00
Inv 798776			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/08/2017	PD Blood Alcohol w/Drawal - Elizabeth Lynn	101-4010-4011-8170-000	48.00
Inv 798776 Total			48.00
199221 Total:			96.00
<b>SGV5685 - S.G.V. Medical Center Total:</b>			96.00

Check Number	Check Date		Amount
<b>SOU5250 - S.P.Review &amp; The Quarterly Magazine Line Item Account</b>			
199222	07/19/2017		
Inv	F63442		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/09/2017	Legal Notice - Catch Basin Connector Pipe Screens	101-6010-6015-8020-000	160.00
Inv F63442 Total			160.00
Inv	F63447		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/16/2017	Public Notice 1974 Huntington Dr.	101-7010-7011-8040-000	96.00
Inv F63447 Total			96.00
199222 Total:			256.00
<b>SOU5250 - S.P.Review &amp; The Quarterly Magazine Total:</b>			256.00
<b>SAN6410 - Sande Equipment Company Inc. Line Item Account</b>			
199223	07/19/2017		
Inv	0269227		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/20/2017	Hose & Fittings for Power Washer for Parks Div.	101-6010-6410-8020-000	74.30
Inv 0269227 Total			74.30
199223 Total:			74.30
<b>SAN6410 - Sande Equipment Company Inc. Total:</b>			74.30
<b>SRTO4011 - Serrato &amp; Associates, Inc. Line Item Account</b>			
199224	07/19/2017		
Inv	7/25-26/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/10/2017	PD Training - Ofcr. Zamora	101-4010-4011-8210-000	165.00
Inv 7/25-26/17 Total			165.00
199224 Total:			165.00
<b>SRTO4011 - Serrato &amp; Associates, Inc. Total:</b>			165.00
<b>WLST8267 - Shuttie, William Line Item Account</b>			
199225	07/19/2017		
Inv	7/10 & 8/7/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/07/2017	Lectures 7/10/17 & 8/7/17	101-8030-8021-8267-000	100.00

Check Number	Check Date		Amount
Inv 7/10 & 8/7/17 Total			100.00
199225 Total:			100.00
<b>WLST8267 - Shuttic, William Total:</b>			100.00
<b>REP6115 - Siemens Industry Inc. Line Item Account</b>			
199226	07/19/2017		
Inv 5610068332			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/15/2017	Citywide Traffic Signal Maint. 5/17	215-6010-6115-8180-000	2,163.63
Inv 5610068332 Total			2,163.63
Inv 5620016930			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/30/2017	Pole Knock Down Traffic Accident-Urgent Traffic Signal Repairs	215-6010-6115-8180-000	4,139.59
Inv 5620016930 Total			4,139.59
Inv 5620017070			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/15/2017	Citywide Traffic Signal Response Call Outs 5/17	215-6010-6115-8180-000	5,181.18
Inv 5620017070 Total			5,181.18
199226 Total:			11,484.40
<b>REP6115 - Siemens Industry Inc. Total:</b>			11,484.40
<b>PSN3011 - So CA News Circulation Line Item Account</b>			
199227	07/19/2017		
Inv 900041829			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/10/2017	FD Dept. Pasadena Star News (13 weeks)	101-5010-5011-8020-000	132.67
Inv 900041829 Total			132.67
199227 Total:			132.67
<b>PSN3011 - So CA News Circulation Total:</b>			132.67
<b>MART8031 - SoSound Entertainment Line Item Account</b>			
199228	07/19/2017		
Inv 7/21/17 Movie			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/13/2017	2017 Summer Movie in Parks A/V Package 7/21/17	101-8030-8032-8264-000	1,100.00



Inv 7/21/17 Movie Total		1,100.00
-------------------------	--	----------

199228 Total:		1,100.00
---------------	--	----------

<b>MART8031 - SoSound Entertainment Total:</b>		1,100.00
------------------------------------------------	--	----------

**SPAR1021 - Sparkletts Line Item Account**

199229                      07/19/2017

Inv    13426098062317

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2017	Camp Med Middle School Camp Water 6/17	101-8030-8032-8268-000	48.63

Inv 13426098062317 Total		48.63
--------------------------	--	-------

199229 Total:		48.63
---------------	--	-------

<b>SPAR1021 - Sparkletts Total:</b>		48.63
-------------------------------------	--	-------

**STA5219 - Staples Business Advantage Line Item Account**

199230                      07/19/2017

Inv    3343140234

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/15/2017	Yard Office Supplies	500-6010-6710-8000-000	220.97

Inv 3343140234 Total		220.97
----------------------	--	--------

Inv    3343400612

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/17/2017	Plan/Bldg Office Supplies	101-7010-7011-8000-000	26.09

Inv 3343400612 Total		26.09
----------------------	--	-------

Inv    3343400622

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/17/2017	Plan/Bldg Office Supplies	101-7010-7011-8000-000	201.10

Inv 3343400622 Total		201.10
----------------------	--	--------

Inv    3343547187

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/18/2017	Plan/Bldg Office Supplies	101-7010-7011-8000-000	17.67

Inv 3343547187 Total		17.67
----------------------	--	-------

Inv    3343658149

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/21/2017	Finance Office Supplies	101-3010-3011-8000-000	81.11

Check Number	Check Date		Amount
Inv 3343658149		Total	81.11
Inv 3343726339			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	Plan/Bldg Office Supplies	101-7010-7011-8000-000	45.65
Inv 3343726339		Total	45.65
Inv 3343726342			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	Plan/Bldg Office Supplies CREDIT	101-7010-7011-8000-000	-26.09
Inv 3343726342		Total	-26.09
Inv 3343726343			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	Plan/Bldg Office Supplies CREDIT	101-7010-7011-8000-000	-5.86
Inv 3343726343		Total	-5.86
Inv 3343726344			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2017	Plan/Bldg Office Supplies CREDIT	101-7010-7011-8000-000	-21.41
Inv 3343726344		Total	-21.41
Inv 3344154876			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/25/2017	Plan/Bldg Office Supplies	101-7010-7011-8000-000	27.07
Inv 3344154876		Total	27.07
Inv 3344154884			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/25/2017	Transit Office Supplies	205-8030-8025-8020-000	32.60
Inv 3344154884		Total	32.60
199230		Total:	598.90
STA5219 - Staples Business Advantage		Total:	598.90
SUN8556 - Sun Badge Company		Line Item Account	
199231	07/19/2017		
Inv 375334			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/31/2017	FD Badges	101-5010-5011-8020-000	1,184.51
Inv 375334		Total	1,184.51

Check Number	Check Date		Amount
Inv 376605			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/05/2017	PD Coins	101-4010-4011-8020-000	2,443.50
Inv 376605 Total			2,443.50
199231 Total:			3,628.01
<b>SUN8556 - Sun Badge Company Total:</b>			3,628.01
<b>SCRR4010 - Superior Court of CA, County of LA Line Item Account</b>			
199232	07/19/2017		
Inv June 2017			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/06/2017	Court Fees for June 2017	101-0000-0000-4610-000	12,616.00
Inv June 2017 Total			12,616.00
199232 Total:			12,616.00
<b>SCRR4010 - Superior Court of CA, County of LA Total:</b>			12,616.00
<b>TSCS8030 - The Sauce Creative Services Line Item Account</b>			
199233	07/19/2017		
Inv 1733			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/29/2017	National Night Out Street Banner	101-8030-8032-8020-000	811.25
Inv 1733 Total			811.25
Inv 1736			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/30/2017	Summer Concerts in the Park Design & Banners	101-8030-8031-8020-000	881.94
Inv 1736 Total			881.94
Inv 1737			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/30/2017	Summer Concerts in the Park Stage Banner	101-8030-8031-8110-000	430.63
Inv 1737 Total			430.63
Inv 1750			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/10/2017	Demo Garden Signage	101-8030-8031-8020-000	1,672.56
Inv 1750 Total			1,672.56

Check Number	Check Date		Amount
199233 Total:			3,796.38
<b>TSCS8030 - The Sauce Creative Services Total:</b>			3,796.38
<b>TELS8031 - Titan Environmental Solutions Line Item Account</b>			
199234	07/19/2017		
Inv	11061251		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/29/2017	Mold Remediation Testing Svc	101-0000-0000-2997-000	785.00
Inv 11061251 Total			785.00
199234 Total:			785.00
<b>TELS8031 - Titan Environmental Solutions Total:</b>			785.00
<b>TRA5998 - Transtech Engineers Inc. Line Item Account</b>			
199235	07/19/2017		
Inv	20172164		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/31/2017	Bldg Svcs & Plan Check Svcs May 2017	101-7010-7011-8180-000	21,663.76
Inv 20172164 Total			21,663.76
Inv	20172165		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/31/2017	Bldg Svcs & Plan Check Svcs May 2017	101-7010-7011-8180-000	13,532.45
Inv 20172165 Total			13,532.45
199235 Total:			35,196.21
<b>TRA5998 - Transtech Engineers Inc. Total:</b>			35,196.21
<b>TRE9241 - Trench Shoring Line Item Account</b>			
199236	07/19/2017		
Inv	1094126-0003		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/26/2017	K-Rail Rental for Wall on Hanscom Dr.	230-6010-6116-8020-000	126.00
Inv 1094126-0003 Total			126.00
Inv	1094126-0005		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/20/2017	K-Rail Rental for Wall on Hanscom Dr.	230-6010-6116-8020-000	126.00
Inv 1094126-0005 Total			126.00

Check Number	Check Date		Amount
199236		Total:	252.00
<b>TRE9241 - Trench Shoring Total:</b>			252.00
<b>UND6710 - Underground Service Alert Line Item Account</b>			
199237	07/19/2017		
Inv	620170687		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/01/2017	Underground Svc Alerts June 2017	500-6010-6710-8020-000	175.50
Inv 620170687	Total		175.50
199237		Total:	175.50
<b>UND6710 - Underground Service Alert Total:</b>			175.50
<b>UNCO9259 - Universal Coatings, Inc. Line Item Account</b>			
199238	07/19/2017		
Inv	17-040		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/15/2017	Citywide Roof Replacements Project	105-9000-9223-9223-000	107,438.59
Inv 17-040	Total		107,438.59
199238		Total:	107,438.59
<b>UNCO9259 - Universal Coatings, Inc. Total:</b>			107,438.59
<b>USA6711 - USA Blue Book Line Item Account</b>			
199239	07/19/2017		
Inv	207252		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/16/2017	Paint for USA Markings	500-6010-6710-8020-000	76.26
Inv 207252	Total		76.26
Inv	207762		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/16/2017	Paint for USA Markings	500-6010-6710-8020-000	349.10
Inv 207762	Total		349.10
199239		Total:	425.36
<b>USA6711 - USA Blue Book Total:</b>			425.36

Check Number	Check Date		Amount
<b>VCMT6010 - Valley Construction Mgmt Line Item Account</b>			
199240	07/19/2017		
Inv	SD0625-15		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/27/2017	Swr Rehab. & ReplacementProjectConst.Mgmt & InspectionSvcs 6/	310-6010-6501-8170-000	23,685.00
Inv SD0625-15 Total			23,685.00
199240 Total:			23,685.00
<b>VCMT6010 - Valley Construction Mgmt Total:</b>			23,685.00
<b>VIPI3032 - Vision Technology Solutions Line Item Account</b>			
199241	07/19/2017		
Inv	34947		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/27/2017	Web Hosting for June 2017	101-3010-3032-8180-000	243.10
Inv 34947 Total			243.10
199241 Total:			243.10
<b>VIPI3032 - Vision Technology Solutions Total:</b>			243.10
<b>VUL6601 - Vulcan Materials Co. &amp; Affiliates Line Item Account</b>			
199242	07/19/2017		
Inv	71502666		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/28/2017	Crushed Aggregate Base & Washed Concrete Sand	500-6010-6710-8020-000	723.54
06/28/2017	Crushed Aggregate Base & Washed Concrete Sand	230-6010-6116-8020-000	723.53
Inv 71502666 Total			1,447.07
199242 Total:			1,447.07
<b>VUL6601 - Vulcan Materials Co. &amp; Affiliates Total:</b>			1,447.07
<b>ZUMAR103 - Zumar Industries, Inc. Line Item Account</b>			
199243	07/19/2017		
Inv	0170681		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/20/2017	Street Name Signs	230-6010-6116-8020-000	480.95
06/20/2017	Street Name Signs	230-6010-6116-8180-000	480.94
Inv 0170681 Total			961.89

Check Number      Check Date      Amount

Inv 0170682

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/20/2017	Street Name Signs	230-6010-6116-8180-000	628.71
06/20/2017	Street Name Signs	230-6010-6116-8020-000	628.71

Inv 0170682 Total 1,257.42

199243 Total: 2,219.31

ZUMAR103 - Zumar Industries, Inc. Total: 2,219.31

Total: 381,306.20

This page intentionally left blank.



**ATTACHMENT 4**  
**Payroll 06-30-17**  
**Payroll 07-14-17**

**PAYROLL ACCOUNT RECONCILIATION**  
**City of South Pasadena**  
**for Payroll 06.30.17**

Account Number	Account Name	07.19.17
101-0000-0000-1010-000	General Fund - Payroll cash	635,468.20
	Other Withholding Payables	\$ 382,951.64
<hr/>		
101-0000-0000-1010-000	Net General Fund - Payroll Cash	252,516.56
	Insurance Adjustment	-
205-0000-0000-1010-000	Prop A - Payroll Cash	8,884.69
207-0000-0000-1010-000	Prop C - Payroll Cash	6,427.61
210-0000-0000-1010-000	Sewer Fund - Payroll Cash	13,697.71
211-0000-0000-1010-000	CTC Traffic Improvement	-
215-0000-0000-1010-000	Street Lighting & Landscape Assessment - PR C	5,819.16
218-0000-0000-1010-000	Clean Air Act	-
227-0000-0000-1010-000	CRA - Payroll Cash	
230-0000-0000-1010-000	State Gas Tax Fund - Payroll Cash	17,004.74
274-0000-0000-1010-000	Homeland Security Grant	-
310-0000-0000-1010-000	Sewer Capital Projects Fund	135.25
500-0000-0000-1010-000	Water Fund - Payroll Cash	58,888.98
700-0000-0000-2210-000	Internal Revenue Service	63,144.76
700-0000-0000-2220-000	Employment Development Dept.	19,935.18
700-0000-0000-2230-000	Internal Revenue Service	17,710.76
700-0000-0000-2240-000	PERS Pension	
<b>Total Checks &amp; Direct Deposits</b>		<b>464,165.40</b>
Checks		27,710.42
Direct Deposits		335,664.28
I.R.S Payments		80,855.52
E.D.D.		19,935.18
PERS Pension		
		<hr/> <b>464,165.40</b>
To 700		718,615.92
Other PR Payable		382,951.64
ACH Payable		<hr/> <b>335,664.28</b>

**PAYROLL ACCOUNT RECONCILIATION**  
**City of South Pasadena**  
**for Payroll 07.14.17**

Account Number	Account Name	07.19.17
101-0000-0000-1010-000	General Fund - Payroll cash	565,508.15
	Other Withholding Payables	\$ 263,851.59
101-0000-0000-1010-000	Net General Fund - Payroll Cash	301,656.56
	Insurance Adjustment	-
205-0000-0000-1010-000	Prop A - Payroll Cash	7,123.60
207-0000-0000-1010-000	Prop C - Payroll Cash	6,294.63
210-0000-0000-1010-000	Sewer Fund - Payroll Cash	11,894.64
211-0000-0000-1010-000	CTC Traffic Improvement	-
215-0000-0000-1010-000	Street Lighting & Landscape Aessment - PR Ca	4,876.98
218-0000-0000-1010-000	Clean Air Act	-
227-0000-0000-1010-000	CRA - Payroll Cash	
230-0000-0000-1010-000	State Gas Tax Fund - Payroll Cash	14,141.56
274-0000-0000-1010-000	Homeland Security Grant	-
310-0000-0000-1010-000	Sewer Capital Projects Fund	111.53
500-0000-0000-1010-000	Water Fund - Payroll Cash	48,910.88
700-0000-0000-2210-000	Internal Revenue Service	76,122.27
700-0000-0000-2220-000	Employment Development Dept.	25,072.04
700-0000-0000-2230-000	Internal Revenue Service	19,579.44
700-0000-0000-2240-000	PERS Pension	93,503.04
<b>Total Checks &amp; Direct Deposits</b>		<b>609,287.17</b>
Checks		26,670.07
Direct Deposits		368,340.31
I.R.S Payments		95,701.71
E.D.D.		25,072.04
PERS Pension		93,503.04
		<u>609,287.17</u>
To 700		632,191.90
Other PR Payable		263,851.59
ACH Payable		<u>368,340.31</u>

This page intentionally left blank.

**ATTACHMENT 5**  
**Redevelopment Successor Agency Check Summary Total**

Redevelopment Successor Agency Check Summary Total

Agency Warrants 07.19.17

<u>Vendor</u>	<u>Invoice #</u>	<u>Check #</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>
---------------	------------------	----------------	-------------------	--------------------	---------------

No Items to be reported for this period.

RSA Report Total					\$ -
------------------	--	--	--	--	------

---

Michael A. Cacciotti, Agency Chair

---



Evelyn G. Zneimer, Agency Secretary

  
David Batt, Agency Treasurer

# City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: July 19, 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 May 2017**

## **Recommendation**

It is recommended that the City Council receive and file the monthly investment reports for May 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 from the prior month.

## **Legal Review**

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

## **Public Notification of Agenda Item**

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

Attachment: City Investment Reports for May 2017

Exhibit A

City of South Pasadena

INVESTMENT REPORT

May 31, 2017

Investment Balances at Month End

INSTITUTION NAME	MATURITY DATE	YIELD TO CALL OR MATURITY	PERCENT OF PORTFOLIO	COST	CURRENT MARKET VALUE *
LOCAL AGENCY INVESTMENT FUND:					
LAIF City	ON DEMAND	0.925%	20.01%	15,148,200.24	15,148,200.24
SUBTOTAL			20.01%	15,148,200.24	15,148,200.24
MORGAN STANLEY SMITH BARNEY					
Government Securities	See Exhibit B-1	1.558%	15.52%	11,749,825.72	11,709,659.37
Corporate Bonds	See Exhibit B-1	2.600%	6.18%	4,675,055.33	4,669,095.51
SUBTOTAL			21.70%	16,424,881.05	16,378,754.88
2016 WATER REVENUE BONDS ESCROW FUND					
Wells Fargo Govt. Securities	See Exhibit B-2	1.689%	58.30%	44,135,000.00	44,526,322.03
SUBTOTAL			58.30%	44,135,000.00	44,526,322.03
TOTAL INVESTMENTS			100.00%	\$75,708,081.29	\$76,053,277.15
BANK ACCOUNTS:					
Bank of the West Account Balance:				\$5,082,171.58	
Morgan Stanley Uninvested Cash Balance:				\$46,342.24	
Morgan Stanley Unsettled Transactions				\$0.00	
BNY Mellon Uninvested Cash Balance				\$4,282,851.41	
Wells Fargo Escrow Fund Uninvested Cash Balance				\$1,668.76	

Required Disclosures:

Average weighted maturity of the portfolio 187 DAYS

Average weighted total yield to maturity of the portfolio 1.572%

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

All investments are in conformity with the City Investment Policy.

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



**Funds and Investments**  
**Held by Contracted (Third) Parties**  
**May 31, 2017**

**Morgan Stanley Investments**

Investment Type	Issuer	CUSIP	Settlement Date	Par Value	Adjusted Premium	Adjusted Cost	Coupon Rate	YTM at Purchase	Market Value	Current YTM	Maturity Date	Days to Maturity	Unrealized Gain/Loss	
1	Gov't. Securities	U.S. Treasury Note	912828PY0	12/29/2014	866,000.00	101.097	875,504.28	2.750%	1.268%	875,976.32	2.710%	2/28/2018	273	472.04
2	Gov't. Securities	U.S. Treasury Note	912828PY0	9/24/2015	54,000.00	101.398	54,755.09	2.750%	0.868%	54,622.08	2.710%	2/28/2018	273	(133.01)
3	Gov't. Securities	U.S. Treasury Note	912828PY0	10/14/2015	23,000.00	101.478	23,340.05	2.750%	0.761%	23,264.96	2.710%	2/28/2018	273	(75.09)
4	Gov't. Securities	U.S. Treasury Note	912828PY0	6/20/2016	325,000.00	101.542	330,010.29	2.750%	0.677%	328,744.00	2.710%	2/28/2018	273	(1,266.29)
5	Gov't. Securities	U.S. Treasury Note	912828ST8	4/24/2017	901,000.00	100.093	901,835.49	1.250%	1.201%	900,468.41	1.250%	4/30/2019	699	(1,367.08)
6	Gov't. Securities	U.S. Treasury Note	912828H52	3/6/2015	259,000.00	98.461	255,013.73	1.250%	1.577%	258,088.32	1.250%	1/31/2020	975	3,074.59
7	Gov't. Securities	U.S. Treasury Note	912828H52	9/24/2015	35,000.00	99.566	34,848.24	1.250%	1.353%	34,876.80	1.250%	1/31/2020	975	28.56
8	Gov't. Securities	U.S. Treasury Note	912828H52	10/14/2015	15,000.00	99.914	14,987.12	1.250%	1.270%	14,947.20	1.250%	1/31/2020	975	(39.92)
9	Gov't. Securities	U.S. Treasury Note	912828H52	6/20/2016	97,000.00	100.839	97,814.24	1.250%	0.930%	96,658.56	1.250%	1/31/2020	975	(1,155.68)
10	Gov't. Securities	U.S. Treasury Note	912828L32	11/24/2015	250,000.00	98.641	246,601.50	1.375%	1.672%	248,975.00	1.380%	1/31/2020	975	2,373.50
11	Gov't. Securities	U.S. Treasury Note	912828L32	6/20/2016	74,000.00	101.118	74,827.13	1.375%	1.024%	73,696.60	1.380%	1/31/2020	975	(1,130.53)
12	Gov't. Securities	U.S. Treasury Note	912828L32	9/28/2016	329,000.00	101.110	332,650.42	1.375%	1.027%	327,651.10	1.380%	1/31/2020	975	(4,999.32)
13	Gov't. Securities	U.S. Treasury Note	912828N89	3/15/2016	498,000.00	99.469	495,354.62	1.375%	1.488%	494,284.92	1.380%	1/31/2021	1,341	(1,069.70)
14	Gov't. Securities	U.S. Treasury Note	912828N89	6/20/2016	150,000.00	101.033	151,549.03	1.375%	1.087%	148,881.00	1.380%	1/31/2021	1,341	(2,668.03)
15	Gov't. Securities	U.S. Treasury Note	912828N89	9/28/2016	280,000.00	101.060	282,966.71	1.375%	1.079%	277,911.20	1.380%	1/31/2021	1,341	(5,055.51)
16	Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EAEA3	5/25/2016	300,000.00	99.585	298,755.00	0.750%	0.974%	298,887.00	0.750%	4/9/2018	313	132.00
17	Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EAEA3	7/7/2016	75,000.00	100.104	75,077.79	0.750%	0.628%	74,721.75	0.750%	4/9/2018	313	(356.04)
18	Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EADK2	10/20/2015	309,000.00	100.070	309,216.05	1.250%	1.217%	308,032.83	1.250%	8/1/2019	792	(1,183.22)
19	Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EADK2	4/12/2016	309,000.00	100.595	310,839.83	1.250%	0.971%	308,032.83	1.250%	8/1/2019	792	(2,807.00)
20	Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EADK2	7/7/2016	20,000.00	100.960	20,191.91	1.250%	0.802%	19,937.40	1.250%	8/1/2019	792	(254.51)
21	Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EADK2	9/1/2016	345,000.00	100.585	347,018.82	1.250%	0.976%	343,920.15	1.250%	8/1/2019	792	(3,098.67)
22	Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EADM8	9/28/2016	480,000.00	100.668	483,205.05	1.250%	0.960%	478,075.20	1.250%	10/2/2019	854	(5,129.85)
23	Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EADR7	8/8/2016	500,000.00	100.936	504,678.31	1.375%	1.048%	498,695.00	1.370%	5/1/2020	1,066	(5,983.31)
24	Gov't. Securities	Fed. Home Loan Bank	3130A8QS5	8/12/2016	665,000.00	99.305	660,378.25	1.125%	1.271%	649,944.40	1.150%	7/14/2021	1,505	(10,433.85)
25	Gov't. Securities	Fed. National Mtg. Assn.	3135GOE33	12/23/2015	248,000.00	99.707	247,273.36	1.125%	1.241%	247,694.96	1.120%	7/20/2018	415	421.60
26	Gov't. Securities	Fed. National Mtg. Assn.	3135GOE33	7/7/2016	70,000.00	100.542	70,379.36	1.125%	0.644%	69,913.90	1.120%	7/20/2018	415	(465.46)
27	Gov't. Securities	Fed. National Mtg. Assn.	3135G0YM9	12/30/2014	275,000.00	100.544	276,495.29	1.875%	1.449%	277,202.75	1.860%	9/18/2018	475	707.46
28	Gov't. Securities	Fed. National Mtg. Assn.	3135G0YM9	2/10/2015	219,000.00	100.756	220,655.02	1.875%	1.875%	220,754.19	1.860%	9/18/2018	475	99.17
29	Gov't. Securities	Fed. National Mtg. Assn.	3135G0YM9	9/24/2015	34,000.00	101.074	34,365.03	1.875%	1.038%	34,272.34	1.860%	9/18/2018	475	(92.69)
30	Gov't. Securities	Fed. National Mtg. Assn.	3135G0YM9	10/14/2015	14,000.00	101.193	14,166.95	1.875%	0.946%	14,112.14	1.860%	9/18/2018	475	(54.81)
31	Gov't. Securities	Fed. National Mtg. Assn.	3135G0YM9	7/7/2016	160,000.00	101.532	162,451.37	1.875%	0.684%	161,281.60	1.860%	9/18/2018	475	(1,169.77)
32	Gov't. Securities	Fed. National Mtg. Assn.	3135G0YT4	12/26/2014	231,000.00	100.129	231,297.62	1.625%	1.537%	232,148.07	1.610%	11/27/2018	545	850.45
33	Gov't. Securities	Fed. National Mtg. Assn.	3135G0YT4	9/24/2015	30,000.00	100.771	30,231.38	1.625%	1.100%	30,149.10	1.610%	11/27/2018	545	(82.28)
34	Gov't. Securities	Fed. National Mtg. Assn.	3135G0YT4	10/14/2015	13,000.00	100.915	13,118.93	1.625%	1.003%	13,064.61	1.610%	11/27/2018	545	(54.32)
35	Gov't. Securities	Fed. National Mtg. Assn.	3135G0YT4	7/7/2016	90,000.00	101.394	91,254.30	1.625%	0.681%	90,447.30	1.610%	11/27/2018	545	(807.00)
36	Gov't. Securities	Fed. National Mtg. Assn.	3135GOZA4	12/30/2014	630,000.00	100.516	633,252.03	1.875%	1.568%	635,676.30	1.850%	2/19/2019	629	2,424.27
37	Gov't. Securities	Fed. National Mtg. Assn.	3135GOZA4	9/24/2015	19,000.00	101.158	19,220.02	1.875%	1.190%	19,171.19	1.850%	2/19/2019	629	(48.83)
38	Gov't. Securities	Fed. National Mtg. Assn.	3135GOZA4	10/14/2015	13,000.00	101.319	13,171.50	1.875%	1.096%	13,117.13	1.850%	2/19/2019	629	(54.37)
39	Gov't. Securities	Fed. National Mtg. Assn.	3135GOZA4	7/7/2016	200,000.00	101.968	203,935.97	1.875%	0.717%	201,802.00	1.850%	2/19/2019	629	(2,133.97)
40	Gov't. Securities	Fed. National Mtg. Assn.	3135GOZA4	9/1/2016	100,000.00	101.576	101,575.55	1.875%	0.946%	100,901.00	1.850%	2/19/2019	629	(674.55)
41	Gov't. Securities	Fed. National Mtg. Assn.	3135G0A78	1/4/2017	568,000.00	100.092	568,522.43	1.625%	1.589%	570,669.60	1.610%	1/21/2020	965	2,147.17
42	Gov't. Securities	Fed. National Mtg. Assn.	3135G0H55	7/7/2016	401,000.00	102.995	413,009.78	1.875%	1.019%	404,661.13	1.850%	12/28/2020	1,307	(8,348.65)
43	Gov't. Securities	Fed. National Mtg. Assn.	3135G0J20	1/13/2017	747,000.00	98.488	735,705.36	1.375%	1.757%	739,253.61	1.380%	2/26/2021	1,367	3,548.25
44	Gov't. Securities	Fed. National Mtg. Assn.	3135G0Q89	3/2/2017	502,000.00	97.276	488,325.52	1.375%	1.998%	494,073.42	1.390%	10/7/2021	1,590	5,747.90

Exhibit B-1

Funds and Investments  
Held by Contracted (Third) Parties  
May 31, 2017

Morgan Stanley Investments

Investment Type	Issuer	CUSIP	Settlement Date	Par Value	Adjusted Premium	Adjusted Cost	Coupon Rate	YTM at Purchase	Market Value	Current YTM	Maturity Date	Days to Maturity	Unrealized Gain/Loss	
Subtotal Gov't. Securities				11,723,000.00		11,749,825.72	1.564%	1.271%	11,709,659.37	1.558%		872	(40,166.35)	
45	Corporate Bond	United Technologies	913017BU2	12/30/2014	108,000.00	100.000	108,000.00	1.800%	1.198%	108,000.00	0.900%	6/1/2017	1	0.00
46	Corporate Bond	United Technologies	913017BU2	9/29/2015	10,000.00	100.000	10,000.00	1.800%	1.016%	10,000.00	0.900%	6/1/2017	1	0.00
47	Corporate Bond	United Technologies	913017BU2	10/16/2015	3,000.00	100.000	3,000.00	1.800%	0.980%	3,000.00	0.900%	6/1/2017	1	0.00
48	Corporate Bond	United Technologies	913017BU2	6/14/2016	41,000.00	100.000	41,000.00	1.800%	0.916%	41,000.00	0.900%	6/1/2017	1	0.00
49	Corporate Bond	Pepsico Inc.	713448DA3	1/20/2016	124,000.00	100.031	124,037.93	0.972%	1.707%	124,171.12	0.750%	10/13/2017	135	133.19
50	Corporate Bond	Travelers Companies, Inc.	89417EAC3	12/21/2016	78,000.00	102.416	79,884.71	5.750%	1.212%	79,795.56	5.620%	12/15/2017	198	(89.15)
51	Corporate Bond	JP Morgan Chase & Co.	46625HJF8	1/5/2015	111,000.00	100.194	111,215.48	1.195%	1.133%	111,562.77	1.530%	1/25/2018	239	347.29
52	Corporate Bond	JP Morgan Chase & Co.	46625HJF8	9/29/2015	8,000.00	100.160	8,012.80	1.195%	1.195%	8,040.56	1.530%	1/25/2018	239	27.76
53	Corporate Bond	JP Morgan Chase & Co.	46625HJF8	10/16/2015	3,000.00	100.590	3,004.77	1.195%	1.210%	3,015.21	1.530%	1/25/2018	239	10.44
54	Corporate Bond	Burlington North Santa Fe	12189TBA1	8/8/2016	75,000.00	103.701	77,775.44	5.750%	1.009%	77,545.50	5.560%	3/15/2018	288	(229.94)
55	Corporate Bond	Apple Inc.	037833AG5	1/20/2016	82,000.00	99.952	81,960.64	1.130%	0.703%	82,213.20	1.410%	5/3/2018	337	252.56
56	Corporate Bond	American Express Credit (Ca	0258MODW6	2/12/2016	125,000.00	99.739	124,673.75	1.497%	1.228%	125,606.25	1.770%	7/31/2018	426	932.50
57	Corporate Bond	Boeing Capital Corp. (Callabl	097014AM6	10/22/2015	59,000.00	101.972	60,163.27	2.900%	1.242%	59,922.17	2.850%	8/15/2018	441	(241.10)
58	Corporate Bond	Boeing Capital Corp. (Callabl	097014AM6	6/15/2016	20,000.00	102.199	20,439.82	2.900%	1.054%	20,312.60	2.850%	8/15/2018	441	(127.22)
59	Corporate Bond	Metlife, Inc.	59156RAR9	6/17/2016	138,000.00	106.466	146,923.08	6.817%	1.374%	146,438.70	6.420%	8/15/2018	441	(484.38)
60	Corporate Bond	Microsoft Corp.	594918BF0	6/27/2016	82,000.00	100.393	82,322.39	1.300%	1.020%	81,930.30	1.300%	11/3/2018	521	(392.09)
61	Corporate Bond	Bank of New York Mellon (Ca	06406HCP2	9/14/2015	112,000.00	100.184	112,206.14	2.100%	1.984%	112,710.08	2.080%	1/15/2019	594	503.94
62	Corporate Bond	Bank of New York Mellon (Ca	06406HCP2	9/29/2015	6,000.00	100.555	6,033.30	2.100%	1.751%	6,038.04	2.080%	1/15/2019	594	4.74
63	Corporate Bond	Bank of New York Mellon (Ca	06406HCP2	10/16/2015	3,000.00	100.633	3,018.98	2.100%	1.702%	3,019.02	2.080%	1/15/2019	594	0.04
64	Corporate Bond	Bank of New York Mellon (Ca	06406HCP2	6/14/2016	39,000.00	101.426	39,556.24	2.100%	1.208%	39,247.26	2.080%	1/15/2019	594	(308.98)
65	Corporate Bond	Oracle Corp.	68389XAQ8	12/30/2014	30,000.00	100.679	30,203.56	2.375%	1.947%	30,412.20	2.340%	1/15/2019	594	208.64
66	Corporate Bond	Oracle Corp.	68389XAQ8	9/29/2015	8,000.00	101.047	8,083.77	2.375%	1.716%	8,109.92	2.340%	1/15/2019	594	26.15
67	Corporate Bond	Oracle Corp.	68389XAQ8	10/16/2015	3,000.00	101.275	3,038.24	2.375%	1.574%	3,041.22	2.340%	1/15/2019	594	2.98
68	Corporate Bond	Oracle Corp.	68389XAQ8	6/16/2016	39,000.00	101.916	39,747.05	2.375%	1.177%	39,535.86	2.340%	1/15/2019	594	(211.19)
69	Corporate Bond	Kimberly-Clark Corp.	494368BT9	10/31/2016	82,000.00	100.413	82,338.97	1.400%	1.154%	81,835.18	1.400%	2/15/2019	625	(503.79)
70	Corporate Bond	John Deere Capital Corp.	24422ESK6	1/6/2015	112,000.00	99.642	111,599.04	1.950%	2.040%	112,677.60	1.930%	3/4/2019	642	1,078.56
71	Corporate Bond	United Parcel Service	911312AK2	10/31/2016	75,000.00	106.906	80,179.20	5.125%	1.294%	79,649.25	4.820%	4/1/2019	670	(529.95)
72	Corporate Bond	John Deere Capital Corp.	24422ERR2	10/22/2015	61,000.00	101.021	61,623.04	2.250%	1.694%	61,705.16	2.220%	4/17/2019	686	82.12
73	Corporate Bond	US Bancorp (Callable)	91159HHB9	6/13/2016	61,000.00	101.640	62,000.43	2.200%	1.321%	61,638.06	2.170%	4/25/2019	694	(362.37)
74	Corporate Bond	US Bancorp (Callable)	91159HHB9	6/15/2016	20,000.00	101.613	20,322.51	2.200%	1.336%	20,209.20	2.170%	4/25/2019	694	(113.31)
75	Corporate Bond	Caterpillar Financial	14912L6B2	7/1/2016	78,000.00	101.846	79,440.23	2.100%	1.172%	78,464.10	2.080%	6/9/2019	739	(976.13)
76	Corporate Bond	Home Depot Inc.	437076BE1	4/27/2015	32,000.00	100.999	32,319.52	2.000%	1.500%	32,256.00	1.980%	6/15/2019	745	(63.52)
77	Corporate Bond	Home Depot Inc. (Callable)	437076BE1	9/29/2015	8,000.00	100.604	8,048.33	2.000%	1.697%	8,064.00	1.980%	6/15/2019	745	15.67
78	Corporate Bond	Home Depot Inc. (Callable)	437076BE1	10/16/2015	2,000.00	101.006	2,020.12	2.000%	1.496%	2,016.00	1.980%	6/15/2019	745	(4.12)
79	Corporate Bond	Home Depot Inc. (Callable)	437076BE1	6/14/2016	38,000.00	101.671	38,635.06	2.000%	1.167%	38,304.00	1.980%	6/15/2019	745	(331.06)
80	Corporate Bond	Paccar Financial Corp.	69371RN36	11/17/2016	83,000.00	98.949	82,127.67	1.200%	1.594%	81,883.65	1.210%	8/12/2019	803	(244.02)
81	Corporate Bond	Berkshire Hathaway Inc.	084670BL1	8/28/2015	111,000.00	100.635	111,704.94	2.100%	1.804%	112,002.33	2.080%	8/14/2019	805	297.39
82	Corporate Bond	Berkshire Hathaway Inc.	084670BL1	9/29/2015	7,000.00	100.955	7,066.82	2.100%	1.656%	7,063.21	2.080%	8/14/2019	805	(3.61)
83	Corporate Bond	Honeywell Internatoinal	438516BJ4	1/31/2017	82,000.00	99.468	81,563.76	1.400%	1.598%	81,340.72	1.410%	10/30/2019	882	(223.04)
84	Corporate Bond	Proctor & Gamble Co.	742718EG0	1/27/2015	105,000.00	100.754	105,791.96	1.900%	1.580%	105,891.45	1.880%	11/1/2019	884	99.49
85	Corporate B	Proctor & Gamble Co.	742718EG0	9/29/2015	13,000.00	100.62	13,086.09	1.900%	1.619%	13,110.37	1.880%	11/1/2019	884	24.28

**Funds and Investments**  
**Held by Contracted (Third) Parties**  
**May 31, 2017**

**Morgan Stanley Investments**

Investment Type	Issuer	CUSIP	Settlement Date	Par Value	Adjusted Premium	Adjusted Cost	Coupon Rate	YTM at Purchase	Market Value	Current YTM	Maturity Date	Days to Maturity	Unrealized Gain/Loss	
86	Corporate Bond	Proctor & Gamble Co.	742718EG0	10/16/2015	3,000.00	101.006	3,030.18	1.900%	1.474%	3,025.47	1.880%	11/1/2019	884	(4.71)
87	Corporate Bond	Proctor & Gamble Co.	742718EG0	6/16/2016	40,000.00	101.924	40,769.45	1.900%	1.090%	40,339.60	1.880%	11/1/2019	884	(429.85)
88	Corporate Bond	Costco Wholesale Group	22160KAF2	8/8/2016	81,000.00	101.495	82,211.04	1.700%	1.100%	80,987.04	1.700%	12/15/2019	928	(1,224.00)
89	Corporate Bond	BB&T Corp. (Callable)	05531FAS2	5/31/2017	81,000.00	100.386	82,122.30	2.450%	1.905%	82,112.13	2.410%	1/15/2020	959	(10.17)
90	Corporate Bond	PNC Funding Corp.	693476BJ1	9/10/2015	101,000.00	107.306	108,379.51	5.125%	2.300%	109,101.21	4.740%	2/8/2020	983	721.70
91	Corporate Bond	PNC Funding Corp.	693476BJ1	9/29/2015	6,000.00	107.474	6,448.43	5.125%	2.238%	6,481.26	4.740%	2/8/2020	983	32.83
92	Corporate Bond	PNC Funding Corp.	693476BJ1	10/16/2015	2,000.00	107.514	2,150.28	5.125%	2.223%	2,160.42	4.740%	2/8/2020	983	10.14
93	Corporate Bond	PNC Funding Corp.	693476BJ1	6/14/2016	34,000.00	108.486	36,885.35	5.125%	1.866%	36,727.14	4.740%	2/8/2020	983	(158.21)
94	Corporate Bond	Comcast Corp.	20030NBA8	6/22/2015	98,000.00	107.477	105,327.24	5.150%	2.296%	106,807.26	4.720%	3/1/2020	1,005	1,480.02
95	Corporate Bond	Comcast Corp.	20030NBA8	9/29/2015	8,000.00	108.312	8,664.97	5.150%	2.023%	8,718.96	4.720%	3/1/2020	1,005	53.99
96	Corporate Bond	Comcast Corp.	20030NBA8	10/16/2015	2,000.00	108.597	2,171.93	5.150%	1.921%	2,179.74	4.720%	3/1/2020	1,005	7.81
97	Corporate Bond	Comcast Corp.	20030NBA8	6/14/2016	38,000.00	109.718	41,692.70	5.150%	1.523%	41,415.06	4.720%	3/1/2020	1,005	(277.64)
98	Corporate Bond	Qualcomm Inc.	747525ASP8	5/31/2017	82,000.00	100.410	82,335.89	2.100%	1.957%	82,313.24	2.090%	5/20/2020	1,085	(22.65)
99	Corporate Bond	Cisco Systems Inc.	17275RAX0	6/22/2015	112,000.00	100.070	112,078.24	2.450%	2.297%	114,270.24	2.400%	6/15/2020	1,111	2,192.00
100	Corporate Bond	Cisco Systems Inc.	17275RAX0	9/29/2015	5,000.00	101.217	5,060.87	2.450%	2.034%	5,101.35	2.400%	6/15/2020	1,111	40.48
101	Corporate Bond	Cisco Systems Inc.	17275RAX0	10/16/2015	3,000.00	101.427	3,042.82	2.450%	1.963%	3,060.81	2.400%	6/15/2020	1,111	17.99
102	Corporate Bond	Cisco Systems Inc.	17275RAX0	6/15/2016	40,000.00	102.863	41,145.34	2.450%	1.482%	40,810.80	2.400%	6/15/2020	1,111	(334.54)
103	Corporate Bond	Wal-Mart	931142CU5	9/6/2016	76,000.00	107.144	81,429.22	3.625%	1.267%	80,173.92	3.430%	7/8/2020	1,134	(1,255.30)
104	Corporate Bond	Target Corp.	87612EAV8	5/19/2016	39,000.00	106.949	41,710.28	3.875%	1.582%	41,364.18	3.650%	7/15/2020	1,141	(346.10)
105	Corporate Bond	Target Corp.	87612EAV8	6/16/2016	36,000.00	107.093	38,553.33	3.875%	1.537%	38,182.32	3.650%	7/15/2020	1,141	(371.01)
106	Corporate Bond	United Health Group Inc.	91324PCM2	9/24/2015	53,000.00	101.414	53,749.30	2.700%	2.228%	54,279.42	2.630%	7/15/2020	1,141	530.12
107	Corporate Bond	United Health Group Inc.	91324PCM2	9/29/2015	7,000.00	101.641	7,114.84	2.700%	2.153%	7,168.98	2.630%	7/15/2020	1,141	54.14
108	Corporate Bond	United Health Group Inc.	91324PCM2	6/20/2016	18,000.00	103.268	18,588.29	2.700%	1.621%	18,434.52	2.630%	7/15/2020	1,141	(153.77)
109	Corporate Bond	United Health Group Inc.	91324PCM2	5/22/2017	42,000.00	102.542	43,067.61	2.700%	1.858%	43,013.88	2.630%	7/15/2020	1,141	(53.73)
110	Corporate Bond	Intel Corp.	458140AQ3	9/23/2015	56,000.00	100.782	56,438.08	2.450%	2.192%	57,041.60	2.400%	7/29/2020	1,155	603.52
111	Corporate Bond	Intel Corp.	458140AQ3	9/29/2015	3,000.00	101.038	3,031.15	2.450%	2.108%	3,055.80	2.400%	7/29/2020	1,155	24.65
112	Corporate Bond	Intel Corp.	458140AQ3	6/14/2016	20,000.00	102.697	20,539.41	2.450%	1.571%	20,372.00	2.400%	7/29/2020	1,155	(167.41)
113	Corporate Bond	State Street Corp.	857477AS2	6/13/2016	54,000.00	102.710	55,463.45	2.550%	1.679%	55,037.34	2.500%	8/18/2020	1,175	(426.11)
114	Corporate Bond	State Street Corp.	857477AS2	6/15/2016	24,000.00	102.799	24,671.64	2.550%	1.651%	24,461.04	2.500%	8/18/2020	1,175	(210.60)
115	Corporate Bond	The Walt Disney Co.	25468PDE3	11/27/2015	60,000.00	100.497	60,298.15	2.150%	1.993%	60,595.80	2.120%	9/17/2020	1,205	297.65
116	Corporate Bond	The Walt Disney Co.	25468PDE3	6/20/2016	20,000.00	102.771	20,554.21	2.150%	1.287%	20,198.60	2.120%	9/17/2020	1,205	(355.61)
117	Corporate Bond	Coca-Cola Co.	191216BT6	6/16/2016	62,000.00	101.056	62,654.82	1.875%	1.555%	62,201.50	1.860%	10/27/2020	1,245	(453.32)
118	Corporate Bond	Coca-Cola Co.	191216BT6	6/27/2016	19,000.00	101.539	19,292.33	1.875%	1.410%	19,061.75	1.860%	10/27/2020	1,245	(230.58)
119	Corporate Bond	ACE INA Holdings Inc.	00440EAT4	6/6/2016	61,000.00	101.549	61,944.61	2.300%	1.822%	61,452.62	2.280%	11/3/2020	1,252	(491.99)
120	Corporate Bond	ACE INA Holdings Inc.	00440EAT4	5/22/2017	62,000.00	101.178	62,730.18	2.300%	1.942%	62,460.04	2.280%	11/3/2020	1,252	(270.14)
121	Corporate Bond	Chevron Corp. (Callable)	166764AY6	6/13/2016	55,000.00	102.105	56,157.98	2.419%	1.789%	55,763.40	2.380%	11/17/2020	1,266	(394.58)
122	Corporate Bond	Chevron Corp. (Callable)	166764AY6	6/27/2016	25,000.00	102.294	25,573.58	2.419%	1.733%	25,347.00	2.380%	11/17/2020	1,266	(226.58)
123	Corporate Bond	VISA	92826CAA0	5/11/2017	162,000.00	100.733	163,187.89	2.200%	1.984%	163,501.74	2.170%	12/14/2020	1,293	313.85
124	Corporate Bond	Gen. Electric Capital Corp.	36962G4Y7	5/3/2016	109,000.00	110.128	120,039.85	4.625%	1.709%	119,021.46	4.230%	1/7/2021	1,317	(1,018.39)
125	Corporate Bond	Gen. Electric Capital Corp.	36962G4Y7	6/14/2016	34,000.00	110.347	37,517.84	4.625%	1.650%	37,125.96	4.230%	1/7/2021	1,317	(391.88)
126	Corporate Bond	Occidental Petroleum Corp. (T	674599BY0	5/20/2016	75,000.00	106.867	80,150.11	4.100%	2.140%	79,777.50	3.850%	2/1/2021	1,342	(372.61)
127	Corporate Bond	Exxon Mobil Corp. (Callable)	30231GAV4	6/24/2016	162,000.00	101.898	165,074.00	2.222%	1.697%	163,665.36	2.190%	3/1/2021	1,370	(1,408.64)
128	Corporate Bond	3M Co. (Callable)	88579YAU5	9/23/2016	65,000.00	100.107	65,069.23	1.625%	1.599%	64,453.35	1.630%	9/19/2021	1,572	(615.88)
129	Corporate Bond	MasterCard, Inc.	57636QAF1	5/11/2017	164,000.00	99.249	162,768.36	2.000%	2.175%	163,494.88	2.000%	11/21/2021	1,635	726.52

**Exhibit B-1**  
**Funds and Investments**  
**Held by Contracted (Third) Parties**  
**May 31, 2017**

**Morgan Stanley Investments**

Investment Type	Issuer	CUSIP	Settlement Date	Par Value	Adjusted Premium	Adjusted Cost	Coupon Rate	YTM at Purchase	Market Value	Current YTM	Maturity Date	Days to Maturity	Unrealized Gain/Loss
<b>Subtotal Corporate Bonds</b>				4,576,000.00		4,675,055.33	2.707%	1.624%	4,669,095.51	2.600%		865	(5,959.82)
Money Market	Liquid Asset Fund			0.00						0.010%		1	
Uninvested Cash				0.00					46,342.24	0.010%		1	
<b>Subtotal Cash &amp; Cash Equivalents</b>						0.00			46,342.24			1	
<b>Grand Totals</b>				16,299,000.00		16,424,881.05	1.889%	1.372%	16,425,097.12	1.850%		868	(46,126.17)
<b>Unsettled Transactions</b>													
<b>Subtotal Unsettled Transactions</b>				0.00		0.00			0.00				0.00
<b>Totals incl. Unsettled Transactions</b>				16,299,000.00		16,424,881.05			16,425,097.12				(46,126.17)
<b>Totals per Bank Statement</b>				16,299,000.00		16,424,881.05			16,425,097.12				(46,126.17)

12-6

Exhibit B-2

Funds and Investments  
Held by Contracted (Third) Parties  
May 31, 2017

2016 Water Revenue Bonds

Investment Type	Issuer	Settlement Date	Par Value	Coupon Rate	Market Value	Current YTM	Maturity Date	Days to Maturity
<b>BNY Mellon Project Fund</b>								
1	Cash		0.00	0.010%	0.00	0.010%		1
2	Morgan Stanley Treasury Portfolio		4,282,851.41	0.250%	4,282,851.41	0.250%		1
<b>Subtotal Cash &amp; Cash Equivalents</b>			4,282,851.41	0.250%	4,282,851.41	0.250%		1
<b>Total Project Fund</b>			4,282,851.41	0.250%	4,282,851.41	0.250%		1
<b>Wells Fargo Escrow Fund</b>								
1	Cash		1,668.76	0.100%	1,668.76	0.100%		1
<b>Subtotal Cash &amp; Cash Equivalents</b>			1,668.76	0.100%	1,668.76	0.100%		1
2	Gov't. Securities U.S. Treasury Note	11/10/2016	1,418,000.00	0.625%	1,415,787.92	0.625%	9/30/2017	122
3	Gov't. Securities U.S. Treasury Note	11/10/2016	595,000.00	0.875%	593,375.65	0.875%	3/31/2018	304
4	Gov't. Securities U.S. Treasury Note	11/10/2016	1,442,000.00	1.375%	1,444,869.58	1.375%	9/30/2018	487
5	Gov't. Securities U.S. Treasury Note	11/10/2016	592,000.00	1.625%	595,836.16	1.625%	3/31/2019	669
6	Gov't. Securities U.S. Treasury Note	11/10/2016	40,088,000.00	1.750%	40,476,452.72	1.750%	9/30/2019	852
<b>Subtotal Securities</b>			44,135,000.00	1.688%	44,526,322.03	1.689%		807
<b>Total Escrow Fund</b>			44,136,668.76	1.688%	44,527,990.79	1.689%		807

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
JULY	13,890,011	18,506,000	20,273,657	13,579,652	11,604,558	14,003,563	17,332,153	20,958,651	26,306,572	28,541,631
AUGUST	12,821,952	17,256,000	20,608,628	12,099,372	11,595,476	13,043,563	17,330,985	12,658,088	26,294,151	28,405,544
SEPTEMBER	12,830,016	16,766,000	17,292,659	11,000,410	11,582,026	11,783,420	16,331,557	19,715,369	22,058,959	27,049,892
OCTOBER	12,648,943	16,266,000	17,297,628	10,757,440	10,575,907	11,795,960	13,841,158	17,221,779	22,325,114	27,023,005
NOVEMBER	12,813,000	15,646,000	16,621,046	10,499,526	8,992,178	11,800,260	13,836,635	17,221,849	22,287,418	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	75,053,277
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	

12-8

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
JULY	13,890,011	18,506,000	20,273,657	13,579,652	11,604,558	14,003,563	17,332,153	20,958,651	26,306,572	28,541,631
AUGUST	12,821,952	17,256,000	20,608,628	12,099,372	11,595,476	13,043,563	17,330,985	12,658,088	26,294,151	28,405,544
SEPTEMBER	12,830,016	16,766,000	17,292,659	11,000,410	11,582,026	11,783,420	16,331,557	19,715,369	22,058,959	27,049,892
OCTOBER	12,648,943	16,266,000	17,297,628	10,757,440	10,575,907	11,795,960	13,841,158	17,221,779	22,325,114	27,023,005
NOVEMBER	12,813,000	15,646,000	16,621,046	10,499,526	8,992,178	11,800,260	13,836,635	17,221,849	22,287,418	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	76,053,277
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	

12-9

This page intentionally left blank.




# 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: July 19, 2017

TO: Honorable Mayor and City Council

VIA: Elaine Aguilar, Interim City Manager 

FROM: David Batt, Finance Director 

SUBJECT: **Discretionary Fund Requests From Mayor Cacciotti, Mayor Pro Tem Schneider, Councilmember Joe, Councilmember Khubesrian, and Councilmember Mahmud for the Purpose of Purchasing Native Plants for the South Pasadena Nature Park**

## **Recommendation**

It is recommended that the City Council approve the discretionary fund requests by Mayor Cacciotti designating \$200, Mayor Pro Tem Schneider designating \$250, Councilmember Joe designating \$250, Councilmember Khubesrian designating \$250, and Councilmember Mahmud designating \$250 for the purpose of purchasing native plants for the South Pasadena Nature Park (Nature Park).

## **Fiscal Impact**

Funds are available in the Fiscal Year (FY) 2017-18 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 Cacciotti, Mayor Pro Tem Schneider, Councilmember Joe, Councilmember Khubesrian, and Councilmember Mahmud each requested approval for, and received seconds to place on a

future City Council meeting agenda, the use of discretionary funds to cover the purchase of native plants for the Nature Park.

City Councilmembers Discretionary Funds Fiscal Year 2016/17						
Date		<u>Cacciotti</u>	<u>Joe</u>	<u>Khubesrian</u>	<u>Mahmud</u>	<u>Schneider</u>
	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
	<i>Total</i>	<i>13,578</i>	<i>13,950</i>	<i>12,000</i>	<i>12,100</i>	<i>13,600</i>
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 Library	500	500	500	1,000	1,500
5/3/2017	Sound Tech. Svcs. at Teen Concert				700	
6/21/2017	Eagle Scout Project	2,078				
6/21/2017	So. Pas. Beautiful Arbor Committee					\$50
6/21/2017	Senior Center Tower Garden			800		
6/21/2017	Senior Center Computers		1,000			
6/21/2017	Fire Dept. Educational Supplies		500			
6/21/2017	Children's Summer Reading Program		400			
6/21/2017	Shadow Box at Ray Bradbury Conf. Room		100			
	<i>YTD Appropriations</i>	<i>3,578</i>	<i>3,500</i>	<i>2,300</i>	<i>2,700</i>	<i>3,600</i>
	<b>Available at 6/30/17</b>	<b>\$10,000</b>	<b>\$10,450</b>	<b>\$9,700</b>	<b>\$9,400</b>	<b>\$10,000</b>

City Councilmembers Discretionary Funds Fiscal Year 2017/18						
Date		<u>Cacciotti</u>	<u>Joe</u>	<u>Khubesrian</u>	<u>Mahmud</u>	<u>Schneider</u>
	Prior Year Balance >	\$10,000	\$10,000	\$9,700	\$9,400	\$10,000
Pledged	Plus Current Year Balance >	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
	<i>Total</i>	<i>14,000</i>	<i>14,000</i>	<i>13,700</i>	<i>13,400</i>	<i>14,000</i>
	<i>YTD Appropriations</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
	<b>Available at 7/19/17</b>	<b>\$14,000</b>	<b>\$14,000</b>	<b>\$13,700</b>	<b>\$13,400</b>	<b>\$14,000</b>

**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 Mahmud, Councilmember

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

COUNCIL AGENDA: July 19, 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: **Second Reading and Adoption 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 the second reading, waive further reading, and adopt the proposed 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 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

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. Since 2008, the CHC has developed a new ordinance that will help the CHC with its decision making and it will help the public by knowing the CHC's

purposes and its processes. The new ordinance addresses 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.

**Analysis**

On June 21, 2017, the City Council introduced the new preservation ordinance and made the following modifications: 1) insert three recommendations made by Glen Duncan regarding the Mills Act; 2) delete references to potential historic districts and preservation planning areas; 3) delete the words "direct/indirect" from the definition of alterations; and 5) ensure that all references to the term "Alterations" are capitalized throughout the ordinance. A complete analysis of the new preservation ordinance can be found in the Staff Report dated June 7, 2017 (Attachment 2). If adopted, the ordinance will become effective in 30 days (August 18, 2017).

**Legal Review**

The City Attorney has reviewed this item.

**Public Notification of Agenda Item**

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

**Attachments:**

1. Preservation Ordinance, Clean Version
2. Preservation Ordinance, Markup Version
3. City Council Agenda Report, June 21, 2017 (Without Attachments)

**ATTACHMENT 1**  
**Preservation Ordinance,**  
**Clean Version**

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 (CULTURAL HERITAGE  
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

**WHEREAS**, on November 12, 2015, the Commission held a special meeting for the public to learn about the changes contained in the new Ordinance; and

**WHEREAS**, 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

**WHEREAS**, 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 its entirety 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 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; 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"

**Building Official** means the City of South Pasadena officer or other designated authority charged with the administration and enforcement of the building, housing, electrical, plumbing, and related codes.

### 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).

**Certified Local Government Program** 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 Historic District.

**Cultural Heritage Commission or Commission** means the Cultural Heritage Commission of the City of South Pasadena established by this article.

**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"**

**Demolition** means the destruction or removal in whole or part of any physical structure.

**Design Guidelines** 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.

**Director** 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"**

**Historian** shall refer to a historian who meets the Secretary of the Interior's Professional Qualifications Standards in history as defined by the National Park Service.

**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.

**Historic Context** 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. **Definitions, "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.

**Preservation Contractor** 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.

**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. **Definitions, "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, 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. 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:
  - 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. In recommending approval of a Historic District, the Cultural Heritage Commission may recommend conditions to be included in Design Guidelines, as appropriate to further the purpose of this section.

**B. Designation Criteria for Landmarks and Historic Districts.** 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. Its identification (such as the residence, ownership, or place of occupation, etc.) with a person, persons or groups who significantly contributed to the culture and development of the City, state or United States;
4. Its exemplification of a particular architectural style of an era of history of the City;
5. Its exemplification of the best remaining architectural type in a neighborhood;
6. 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;
7. Its embodiment of elements of outstanding attention to architectural design, engineering, detail design, detail, materials or craftsmanship;
8. 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;

9. Its unique location or singular physical characteristic representing an established and familiar visual feature of a neighborhood;
10. Its potential for yielding information of archaeological interest; or
11. In designating a Historic District, its significance as a distinguishable neighborhood or area whose components may lack individual distinction.

**C. Designation Procedure.** Landmarks and Historic Districts shall be established by the City Council in the following manner:

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. 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.

#### **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. **Initiation by Commission.** 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. **Deletion from Inventory.** 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 within the City of South Pasadena.

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; 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. Landscaping, including sprinkler system work, that does not affect a Character-Defining Feature;
  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, 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. **Determination by Commission.** 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 may approve the proposed project ;

- 2) *Consent Calendar.* 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. 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:
- 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. **Elevations.** 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, and the Design Guidelines for enhancing existing non-historic residences.
    - 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.
- 2) 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).
  - 6) 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. Certificate of Appropriateness Conditions. The Commission may condition its approval on any of the following:
- a. Subsequent review of specific items by the Planning Commission;
  - b. Documentation appropriate to the project, consistent with the Historic American Buildings Survey/Historic American Engineering Record/Historic 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. In the case of an approved Demolition or relocation, all CEQA documentation 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. Certificate of Appropriateness Findings. The Certificate of Appropriateness shall be denied if the Commission cannot make the required findings listed below
- a. **Mandatory Findings.** 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. **Project-Specific Findings.** 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 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 from 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, , 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. Revocation or Modification of Certificate of Appropriateness. A Certificate of Appropriateness may be revoked or modified for any of the following reasons:
- 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. **Documentation.** 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) Current outstanding mortgage debt encumbering the property identifying 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. Unpermitted Work without a Certificate.** 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. In reviewing the unpermitted Alterations, Demolition, relocation, or removal, the Commission shall either:
  - 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. Deteriorated or inadequate foundation, defective or deteriorated flooring or floor supports, deteriorated walls or other vertical structural supports;



- c. Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split or buckle due to defective material or deterioration;
- d. Deteriorated or ineffective waterproofing of exterior walls, roofs, foundations or floors, including broken windows or doors;
- e. Defective or insufficient weather protection for exterior wall covering, including lack of paint or weathering due to lack of paint or other protective covering;
- 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) *Financial Investment.* 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.
    - 3) *Retroactive Limitations.* The estimated tax benefit will not be used for any 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) *Limitations on Maintenance.* 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) The term of a Mills Act Contract shall be for a minimum period of ten (10) years, unless the property owner is issued a notice of non-renewal as provided in Section 2.68(e)(5).
  - 2) Each Mills Act Contract shall provide that on the anniversary date of the contract or such other date as is specified in the contract, a year shall be added automatically to the initial term unless a notice of non-renewal is issued.
  - 3) The property owner shall have the right (per Government Code Section 50282) to appeal a notice of non-renewal to the City Council.
  - 4) *Conformance with National Standards.* 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 Parks and Recreation) and the United States Secretary of the Interior's Standards for the Treatment of Historic Properties.
  - 5) *Inspections.* 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.

- 6) *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.
- 7) *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.
- 8) *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.
- 9) *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).
- 10) *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) *Identification of Properties.* 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 19<sup>th</sup> day of July, 2017.

---

Michael A. Cacciotti, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

Evelyn G. Zneimer, City Clerk  
(seal)

Teresa L. Highsmith, City Attorney

Date: \_\_\_\_\_

**I HEREBY CERTIFY** the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 19<sup>th</sup> day of July, 2017, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

Evelyn G. Zneimer, City Clerk  
(seal)

This page intentionally left blank.



**ATTACHMENT 2**  
Preservation Ordinance,  
Markup Version

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 (CULTURAL HERITAGE  
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

**WHEREAS**, on November 12, 2015, the Commission held a special meeting for the public to learn about the changes contained in the new Ordinance; and

**WHEREAS**, 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

**WHEREAS**, 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 its entirety 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~~ <sup>indirect</sup> 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"**

**Building Official** means the City of South Pasadena officer or other designated authority charged with the administration and enforcement of the building, housing, electrical, plumbing, and related codes.

### **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).

**Certified Local Government Program** 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.

**Cultural Heritage Commission or Commission** means the Cultural Heritage Commission of the City of South Pasadena established by this article.

**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"**

**Demolition** means the destruction or removal in whole or part of any physical structure.

**Design Guidelines** 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.

**Director** 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"**

**Historian** shall refer to a historian who meets the Secretary of the Interior's Professional Qualifications Standards in history as defined by the National Park Service.

**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.

**Historic Context** 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. **Definitions, "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.

**Preservation Contractor** 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. **Definitions, "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~~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~~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. 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:
  - 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. In recommending approval of a Historic District, the Cultural Heritage Commission may recommend conditions to be included in Design Guidelines, as appropriate to further the purpose of this section.

**B. Designation Criteria for Landmarks and Historic Districts.** 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. Its identification (such as the residence, ownership, or place of occupation, etc.) with a person, persons or groups who significantly contributed to the culture and development of the City, state or United States;
4. Its exemplification of a particular architectural style of an era of history of the City;
5. Its exemplification of the best remaining architectural type in a neighborhood;
6. 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;
7. Its embodiment of elements of outstanding attention to architectural design, engineering, detail design, detail, materials or craftsmanship;
8. 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;



9. Its unique location or singular physical characteristic representing an established and familiar visual feature of a neighborhood;
10. Its potential for yielding information of archaeological interest; or
11. \_\_\_\_\_
12. In designating a Historic District, its significance as a distinguishable neighborhood or area whose components may lack individual distinction.

**C. Designation Procedure.** Landmarks and Historic Districts shall be established by the City Council in the following manner:

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. 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.

#### **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. **Initiation by Commission.** 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. **Deletion from Inventory.** 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. Landscaping, including sprinkler system work, that does not affect a Character-Defining Feature;
  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, ~~non-Contributing Resource within the boundaries of potential Historic Districts, or any property within the boundaries of Preservation Planning District,~~ 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. Determination by Commission. 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 may approve the proposed project ;
  - 2) Consent Calendar. 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. 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:
- 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. **Elevations.** 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, and 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.
  - 2) 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).
- 6) 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. Certificate of Appropriateness Conditions. The Commission may condition its approval on any of the following:
  - a. Subsequent review of specific items by the Planning Commission;
  - b. Documentation appropriate to the project, consistent with the Historic American Buildings Survey/Historic American Engineering Record/Historic

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. In the case of an approved Demolition or relocation, all CEQA documentation 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. Certificate of Appropriateness Findings. The Certificate of Appropriateness shall be denied if the Commission cannot make the required findings listed below
- a. **Mandatory Findings.** 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. **Project-Specific Findings.** 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 from 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. Revocation or Modification of Certificate of Appropriateness. A Certificate of Appropriateness may be revoked or modified for any of the following reasons:
- 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. **Documentation.** 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) Current outstanding mortgage debt encumbering the property identifying 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. **Unpermitted Work without a Certificate.** 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. In reviewing the unpermitted Alterations, Demolition, relocation, or removal, the Commission shall either:
    - 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. Deteriorated or inadequate foundation, defective or deteriorated flooring or floor supports, deteriorated walls or other vertical structural supports;
  - c. Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split or buckle due to defective material or deterioration;
  - d. Deteriorated or ineffective waterproofing of exterior walls, roofs, foundations or floors, including broken windows or doors;
  - e. Defective or insufficient weather protection for exterior wall covering, including lack of paint or weathering due to lack of paint or other protective covering;
  - 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) *Financial Investment.* 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.
  - 3) *Retroactive Limitations.* The estimated tax benefit will not be used for any 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) *Limitations on Maintenance.* 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:
- e. The term of a Mills Act Contract shall be for a minimum period of ten (10) years, unless the property owner is issued a notice of non-renewal as provided in Section 20810.5.

2) Each Mills Act Contract shall provide that on the anniversary date of the contract or such other date as is specified in the contract, a year shall be added automatically to the initial term unless a notice of non-renewal is issued.

3) The property owner shall have the right (per Government Code Section 50282) to appeal a notice of non-renewal to the City Council.

4) *Conformance with National Standards.* 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 Parks and Recreation) and the United States Secretary of the Interior's Standards for the Treatment of Historic Properties.

5) *Inspections.* 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.

6) *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.

7) *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.

8) *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.

9) *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).

7.1(1) 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) Identification of Properties. 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 19<sup>th</sup> day of July, 2017.

\_\_\_\_\_  
Michael A. Cacciotti, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Evelyn G. Zneimer, City Clerk  
(seal)

\_\_\_\_\_  
Teresa L. Highsmith, City Attorney

Date: \_\_\_\_\_

**I HEREBY CERTIFY** the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 19<sup>th</sup> day of July, 2017, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

Evelyn G. Zneimer, City Clerk  
(seal)



**ATTACHMENT 3**  
City Council Agenda Report,  
June 21, 2017 (Without Attachments)

# City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: June 21, 2017  
TO: Honorable Mayor and City Council  
VIA: Elaine Aguilar, Interim City Manager *EA*  
FROM: David G. Watkins, AICP, Director of Planning & Building *DGW*  
John Mayer, AICP, Senior Planner *JM*  
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

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.



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:

- Purpose Statement (Section 2.58): 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.
- Definitions (Section 2.59A): includes a concise set of definitions of terms that are used throughout the Preservation Ordinance.
- Enabling Authority (Section 2.59B): 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.
- Cultural Heritage Commission (Section 2.61): 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."
- Powers and Duties of the Commission (Section 2.62): 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.
- Register of Landmarks and Historic Districts (Section 2.63): 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.
- Inventory of Cultural Resources (Section 2.64): 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.

- *Certificate of Appropriateness – Alteration and Demolition (Section 2.65)*: 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.

- *Enforcement and Penalties (Section 2.67)*: This section includes enforcement provisions designed to protect cultural resources from demolition, inappropriate alterations, and failure by an owner to maintain them.
- *Historic Preservation Incentives (Section 2.68)*: 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.
- *Severability of Provisions (Section 2.69)*: 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)

This page intentionally left blank.


# City of South Pasadena Agenda Report


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

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

COUNCIL AGENDA: July 19, 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: **Second Reading and Adoption 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 second reading, waving further reading, and adopt an ordinance approving the Joint Powers Agreement for Los Angeles Community Choice Energy (LACCE) and authorizing the implementation of a Community Choice Aggregation (CCA) Program in the City of South Pasadena (City).

## Fiscal Impact

The LACCE has the potential to provide significant cost savings to residents, businesses and the City by providing lower utility rates, which may 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.

## Background

The first reading of this ordinance was unanimously approved by the City Council on June 21, 2017. The City Council also designated Councilmember Mahmud to represent the City as Director at all LACCE Board meetings, and directed staff to recruit for the two alternate director positions. At the time of this report one application has been received; applications will remain being accepted through July 31, 2017.

CCA, authorized in California under Assembly Bill 117 (2002) and Senate Bill 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).

**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. Business Plan

**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 (CCA); and

**WHEREAS**, the Act expressly authorizes participation in a 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 LACCE 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, CCA 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 CCA Program participants to individually adopt an ordinance (CCA Ordinance) electing to implement a CCA 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 CCA Program) prior to the actual implementation of a CCA Program through the 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 19<sup>th</sup> day of July, 2017.

\_\_\_\_\_  
Michael A. Cacciotti, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Evelyn G. Zneimer, City Clerk  
(seal)

\_\_\_\_\_  
Teresa L. Highsmith, City Attorney

Date: \_\_\_\_\_

**I HEREBY CERTIFY** the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 19<sup>th</sup> day of July, 2017, by the following vote:

**AYES:**

**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, Article 1 (Section 6500 et seq.) of the California Government Code relating to the joint exercise 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;

LOS ANGELES COMMUNITY CHOICE ENERGY – JOINT POWERS AGREEMENT

(b) Establish an energy portfolio that encourages the use and development of cost-effective local renewable and distributed energy resources and that discourages the use of 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;

LOS ANGELES COMMUNITY CHOICE ENERGY – JOINT POWERS AGREEMENT

- (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

## LOS ANGELES COMMUNITY CHOICE ENERGY – JOINT POWERS AGREEMENT

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, 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. FORMATION OF LOS ANGELES COMMUNITY CHOICE ENERGY 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.



## LOS ANGELES COMMUNITY CHOICE ENERGY – JOINT POWERS AGREEMENT

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;

LOS ANGELES COMMUNITY CHOICE ENERGY – JOINT POWERS AGREEMENT

- 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;

LOS ANGELES COMMUNITY CHOICE ENERGY – JOINT POWERS AGREEMENT

- 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 depository 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 out 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. IMPLEMENTATION ACTION AND AUTHORITY DOCUMENTS**

**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.

- 6.2 **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. WITHDRAWAL AND TERMINATION

### 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. **MISCELLANEOUS PROVISIONS**

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

LOS ANGELES COMMUNITY CHOICE ENERGY – JOINT POWERS AGREEMENT

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.



LOS ANGELES COMMUNITY CHOICE ENERGY – JOINT POWERS AGREEMENT

- 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]

LOS ANGELES COMMUNITY CHOICE ENERGY – JOINT POWERS AGREEMENT

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 \_\_\_\_\_

This page intentionally left blank.

**ATTACHMENT 3**  
Business Plan



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 prudence 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,

A handwritten signature in black ink that reads "Gary Saleba".

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

# Contents

<b>CONTENTS</b> .....	<b>1</b>
<b>EXECUTIVE SUMMARY</b> .....	<b>1</b>
BACKGROUND .....	1
DESCRIPTION OF LACCE.....	1
GOVERNANCE.....	2
RISKS .....	3
PLAN RESULTS.....	3
RENEWABLE ENERGY IMPACTS.....	4
ENERGY EFFICIENCY PROGRAMS.....	5
ECONOMIC DEVELOPMENT .....	5
GREEN HOUSE GAS IMPACTS.....	6
SUMMARY .....	7
<b>INTRODUCTION</b> .....	<b>8</b>
BACKGROUND .....	8
OBJECTIVE .....	8
LACCE DESCRIPTION .....	8
CUSTOMER PARTICIPATION SCHEDULE.....	9
SUMMARY OF LACCE’S PROPOSED GOVERNANCE AND OPERATIONS .....	10
PLAN METHODOLOGY.....	11
PLAN UNCERTAINTIES .....	12
PLAN ORGANIZATION.....	13
<b>LOAD REQUIREMENTS</b> .....	<b>14</b>
LACCE JPA MEMBERSHIP PARTICIPATION RATES .....	14
LACCE CUSTOMER PARTICIPATION RATES .....	14
HISTORICAL CONSUMPTION .....	15
FORECAST CONSUMPTION AND CUSTOMERS.....	18
RENEWABLE RESOURCE REQUIREMENT .....	20
RESOURCE ADEQUACY REQUIREMENTS.....	21
<b>POWER SUPPLY STRATEGY AND COSTS</b> .....	<b>22</b>
RESOURCE STRATEGY .....	22
RESOURCE COSTS .....	22
TRANSMISSION .....	26
POWER MANAGEMENT/SCHEDULING AGENT .....	27
RESOURCE PORTFOLIOS .....	29
<b>LACCE COST OF SERVICE</b> .....	<b>35</b>
COST OF SERVICE FOR LACCE OPERATIONS .....	35
POWER SUPPLY COSTS .....	35
NON-POWER SUPPLY COSTS .....	36
<b>PRODUCTS, SERVICES, RATES COMPARISON AND ENVIRONMENTAL/ECONOMIC IMPACTS</b> .....	<b>43</b>
RATES PAID BY SCE BUNDLED CUSTOMERS.....	43
RATES PAID BY LACCE CUSTOMERS .....	43
RATE IMPACTS.....	45
LOCAL RESOURCES/BEHIND THE METER LACCE PROGRAMS .....	46
IMPACT OF RESOURCE PLAN ON GREENHOUSE GAS (GHG) EMISSIONS .....	47
ECONOMIC DEVELOPMENT .....	48

**SENSITIVITY ANALYSIS..... 52**

- LOADS AND CUSTOMER PARTICIPATION RATES..... 53
- SCE RATES AND SURCHARGES ..... 53
- SENSITIVITY RESULTS..... 54
- RISKS ..... 55
- SCHEDULE..... 55

**SUMMARY AND RECOMMENDATIONS ..... 57**

- RATE IMPACTS AND COMPARISONS..... 57
- RENEWABLE ENERGY IMPACTS..... 58
- ENERGY EFFICIENCY IMPACTS ..... 58
- ECONOMIC DEVELOPMENT IMPACTS..... 58
- IMPACT OF RESOURCE PLAN ON GREENHOUSE GAS (GHG) EMISSIONS ..... 59
- SUMMARY ..... 60

**APPENDIX A – CITIES/COUNTIES EVALUATING CCA FEASIBILITY ..... 61**

**APPENDIX B – CCA FUNDING OPTIONS PREPARED BY PUBLIC FINANCIAL MANAGEMENT, INC..... 62**

**APPENDIX C – PROFORMA ANALYSES ..... 67**

**APPENDIX D – GLOSSARY ..... 70**



# Executive Summary

---

## 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 prudence 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 prudence 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 percent<sup>1</sup> 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 CO<sub>2</sub> equivalent (CO<sub>2e</sub>) 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)	1,438,275	1,459,854	1,459,854
LACCE (MWH) – Phase 2			
LACCE RPS (MWH) – Phase 2	730,029	737,154	737,154
Additional Green Power (MWH)	708,246	722,700	722,700
CO <sub>2</sub> reduction – Low (Metric Tons of CO <sub>2e</sub> )	283,298	289,080	289,080
CO <sub>2</sub> reduction – High (Metric tons of CO <sub>2e</sub> )	495,772	505,890	505,890

<sup>1</sup> [http://www.cpuc.ca.gov/RPS\\_Homepage/](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, CO<sub>2</sub>e emissions associated with in-County electricity use will be reduced by 1-2 percent. At full Phase 3 build-out, CO<sub>2</sub> 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 CO<sub>2</sub>e 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.

# Introduction

---

## 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.



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						
Phase	Start	Eligibility	Customer Accounts	Peak Load (MW)	Average Load (MWa)	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

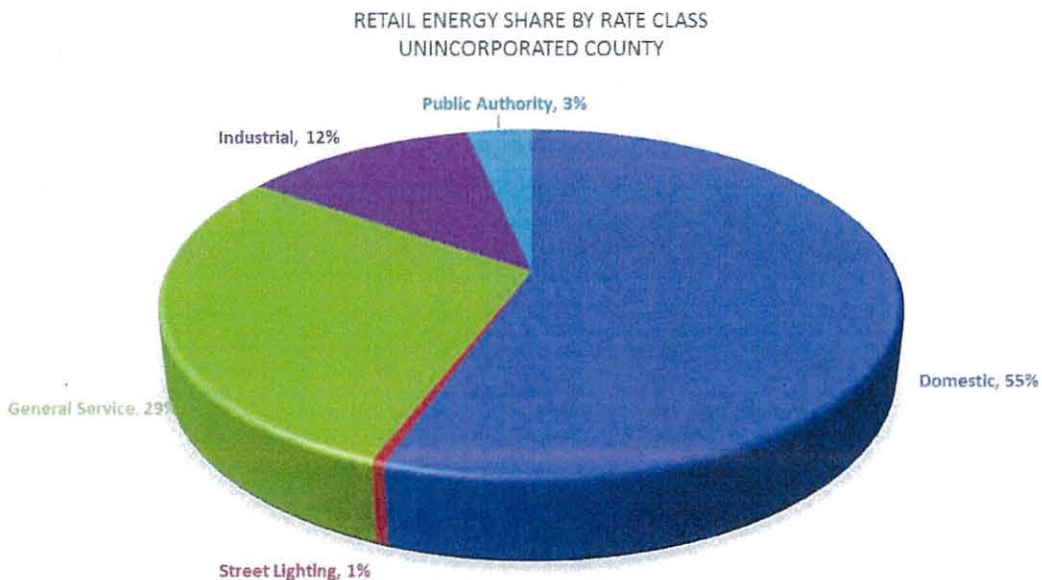
### Customer Participation Schedule

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 build-out 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**



### Summary of LACCE’s Proposed Governance and Operations

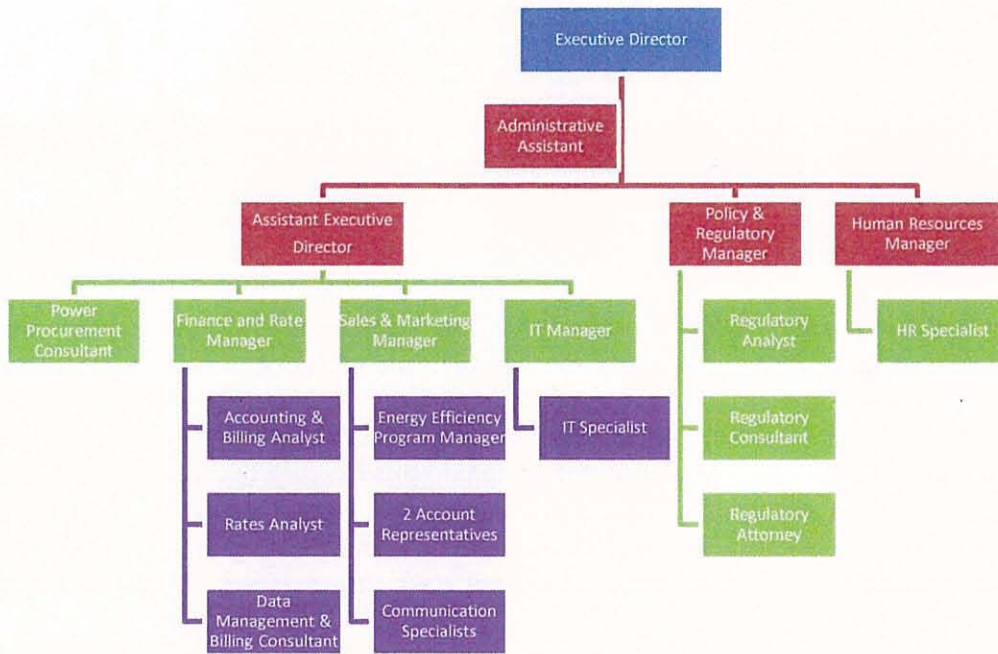
In the future, LACCE will likely be operated under the terms of a Joint Powers Agreement (JPA), which will promote, develop, and conduct electricity-related projects and programs for the County’s residences and businesses. The JPA agreement will dictate the governance provisions of LACCE. A description 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 contractors. 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

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						
Phase	Start	Eligibility	Customer Accounts	Peak Load (MW)	Average Load (MWa)	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

## 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.



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		
Rate Class	Included Rate 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	Domestic Service – Multifamily Accommodation – Residential 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.

<b>Exhibit 6 Summary of Load Data by Customer Type</b>				
<b>Customer Category</b>	<b>Customer Accounts</b>	<b>Customer Accounts (% of total)</b>	<b>Annual Energy Use (MWh)</b>	<b>Energy Use (% of total)</b>
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%
<b>Total</b>	<b>1,508,335</b>	<b>100.0%</b>	<b>30,756,286</b>	<b>100.0%</b>

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.<sup>2</sup> 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.

<b>Exhibit 7 Summary of Bundled Load Data by Rate Class</b>				
<b>Rate Class</b>	<b>Customer Accounts</b>	<b>Customer Accounts (% of total)</b>	<b>Annual Energy Use (MWh)</b>	<b>Energy Use (% of total)</b>
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%
<b>Total</b>	<b>1,497,747</b>	<b>100.0%</b>	<b>26,290,996</b>	<b>100.0%</b>

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.

<sup>2</sup> 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%
<b>Total County</b>	<b>1,497,747</b>	<b>100%</b>	<b>26,290,996</b>	<b>100%</b>

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.

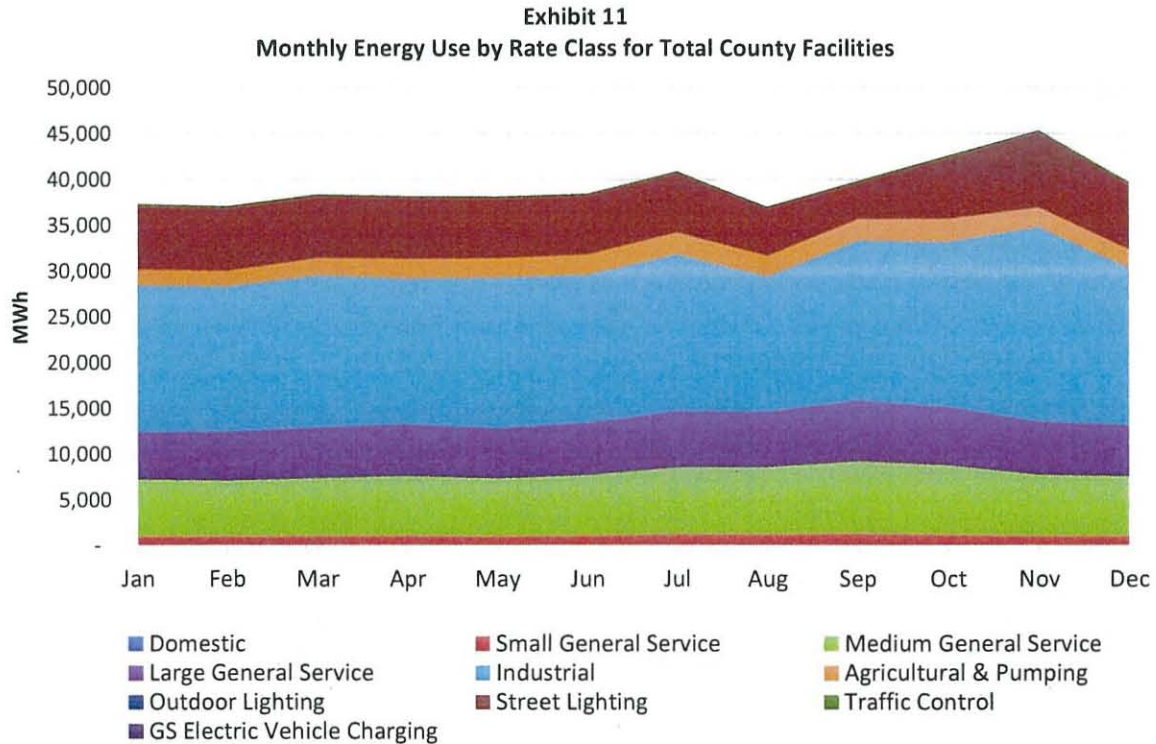
Exhibit 9 Summary of LA County Facility Load Data by Location				
Location	Customer Accounts	Customer Accounts (% of total)	Annual Energy Use (MWh)	Energy Use (% of total)
Cities	1,630	49%	298,027	63%
Unincorporated	1,728	51%	174,865	37%
<b>Total</b>	<b>3,358</b>	<b>100%</b>	<b>472,892</b>	<b>100%</b>

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	41%	13,428	3%
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	1	< 1%	0.2	< 1%
Vehicle Charging				
<b>Total</b>	<b>3,358</b>	<b>100%</b>	<b>472,892</b>	<b>100%</b>



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).<sup>3</sup> Hourly electric

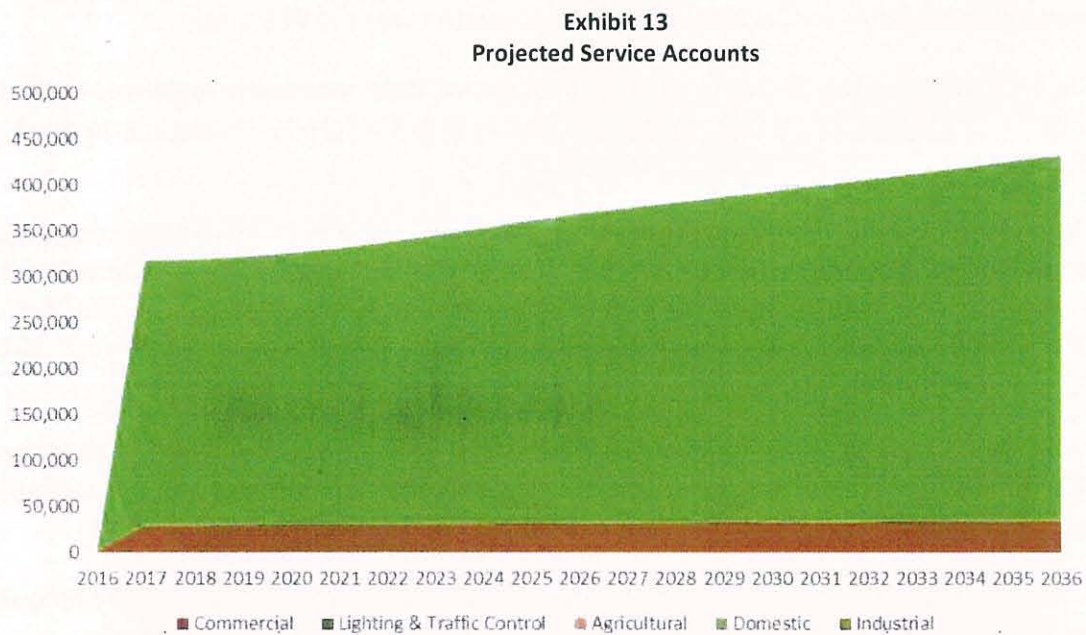
<sup>3</sup> Southern California Edison. *California Energy Demand 2015 Revised - Mid Demand Case*. December 2015. Sacramento, CA: California Energy Commission.

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
<b>Total</b>	<b>1,728</b>	<b>306,903</b>

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)	105,353	198,565	200,173	202,091	204,226	207,276	210,312	213,442	216,846
Total Load 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.

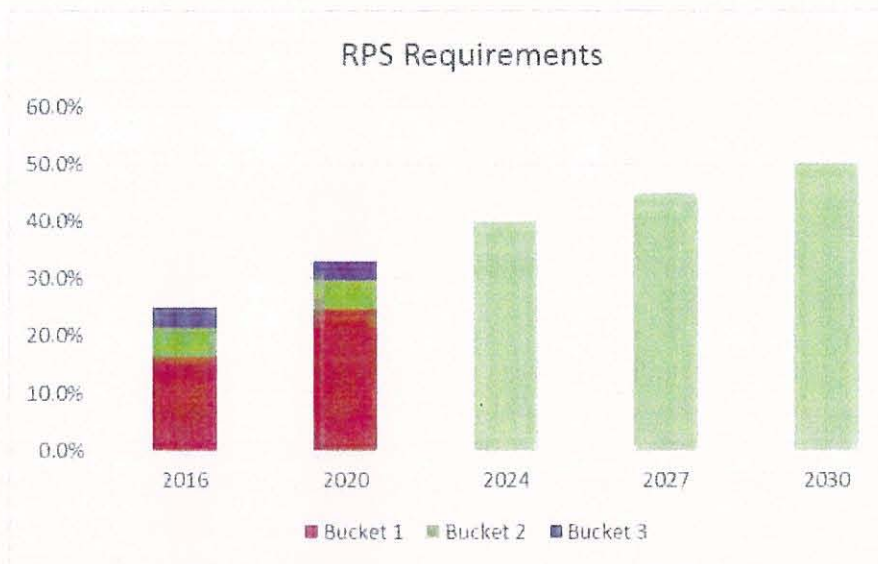
**Bucket 2** – Bucket 2 renewable resources are firmed or shaped renewable resources not necessarily delivered to California, but an equivalent amount of energy is delivered from a different non-renewable resource and then bundled with Renewable Energy Certificates (RECs). Bucket 2 resources are limited 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

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 shows the forecast southern California natural gas prices.

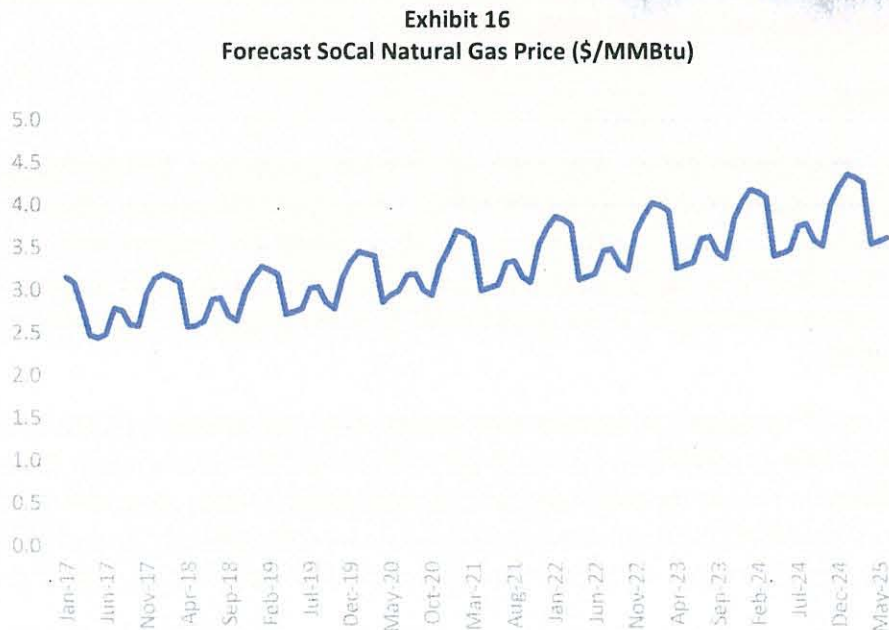
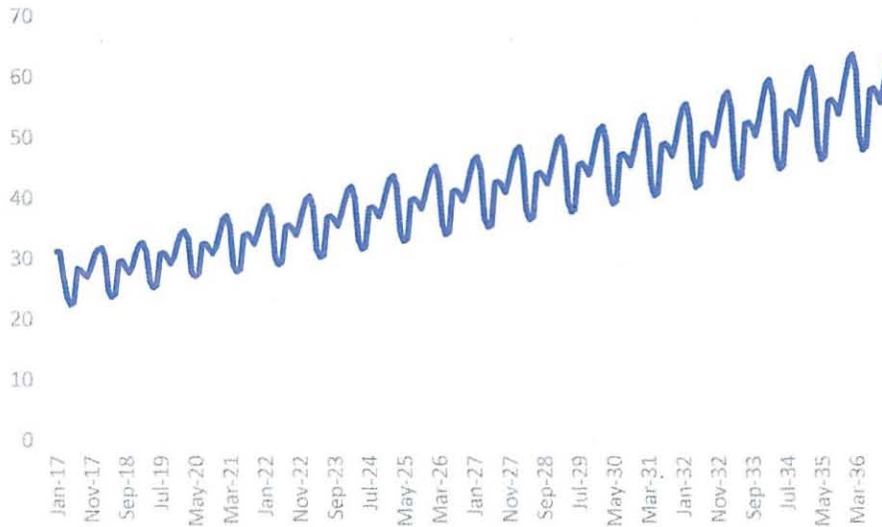




Exhibit 17 shows the resulting monthly southern California wholesale electric market price forecast. The levelized value of market prices over the study period is \$39.5/MWh (2016 \$) assuming a 4 percent discount rate.

**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.



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.

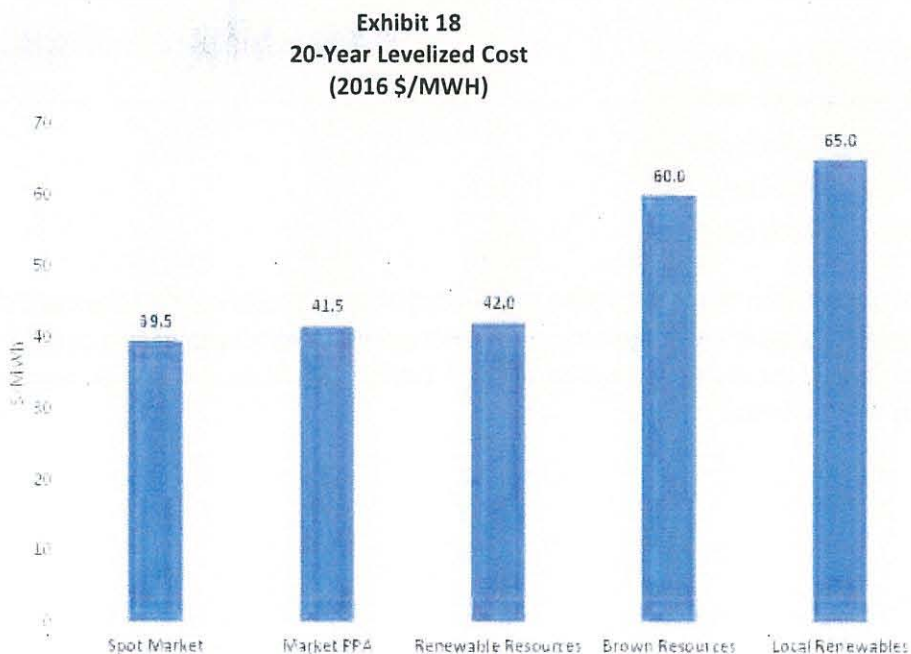




Exhibit 18 above includes both spot market and market PPA costs. It is assumed that these costs are primarily for natural gas resources although the specific resource source cannot be determined from a spot market purchase. Market PPA costs are slightly greater than spot market costs in recognition of 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.

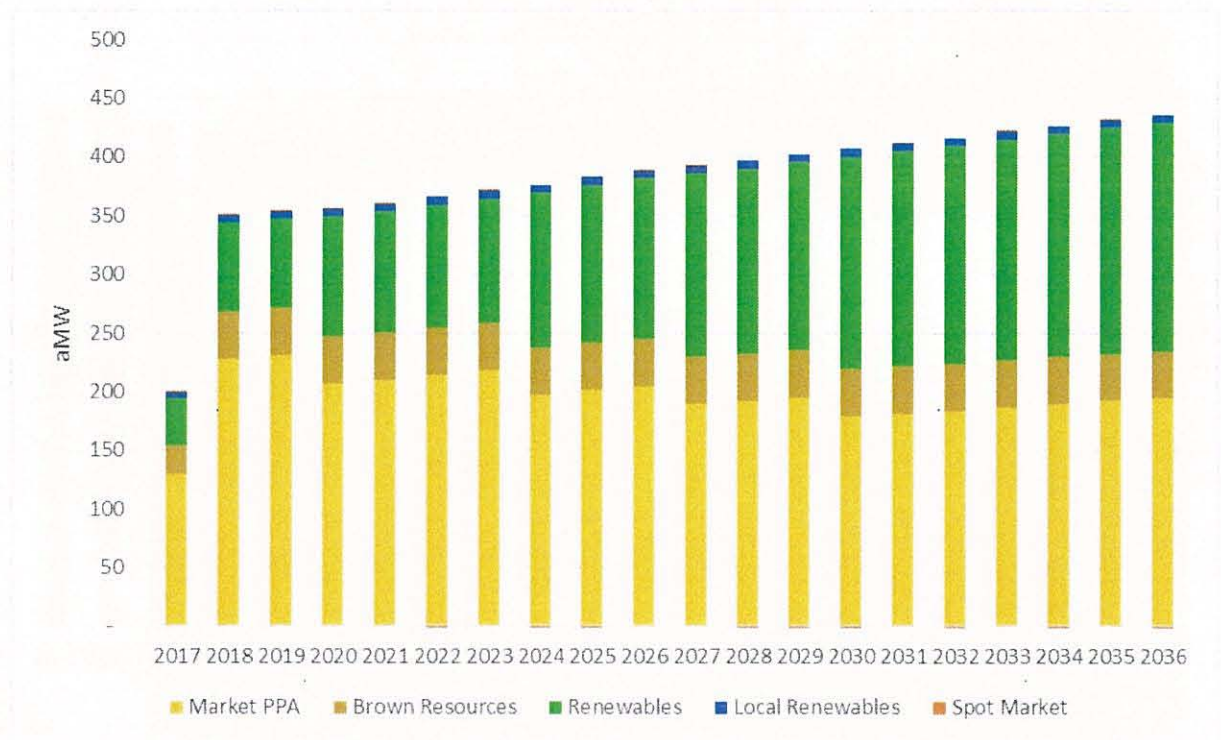
**Portfolio 1: Meet Current RPS Requirements (Baseline Portfolio, similar to current SCE resource mix)**

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**

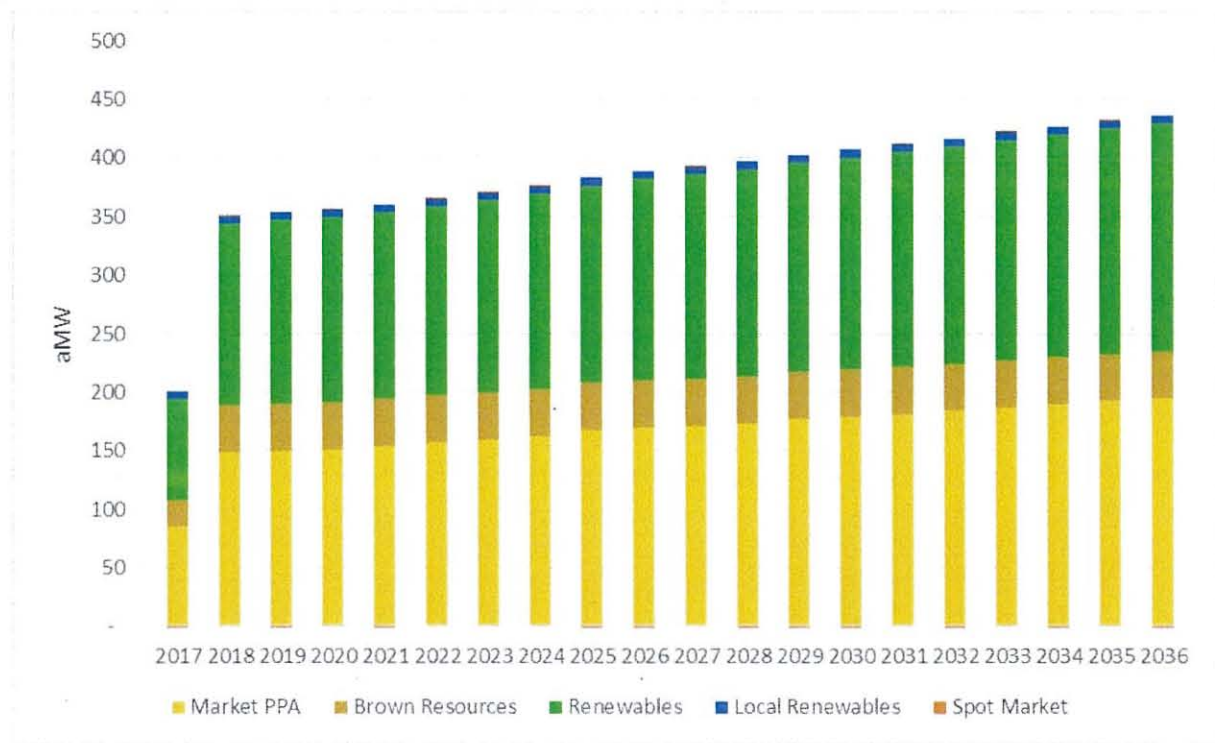


The green bars increase each year along with California’s RPS requirements. The costs associated with this portfolio could be reduced if it was assumed that more power was purchased from market PPAs instead of brown resources. The percent of non-renewable energy purchased via market PPAs, as opposed 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**



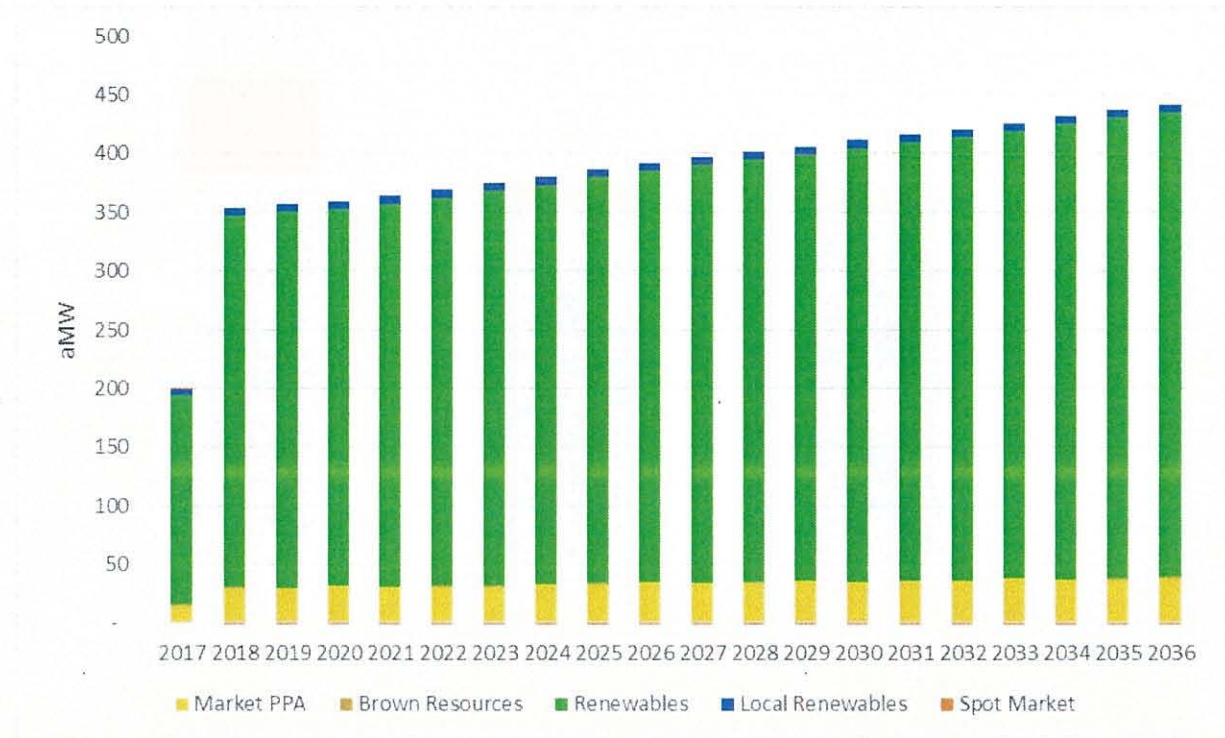
The percentage of non-renewable energy purchased from the more expensive brown resources is approximately the same as Portfolio 1. In all three portfolios, approximately 15 percent of non-renewable energy is purchased from brown resources, which has a base case 20-year levelized cost of \$60/MWh. In 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**



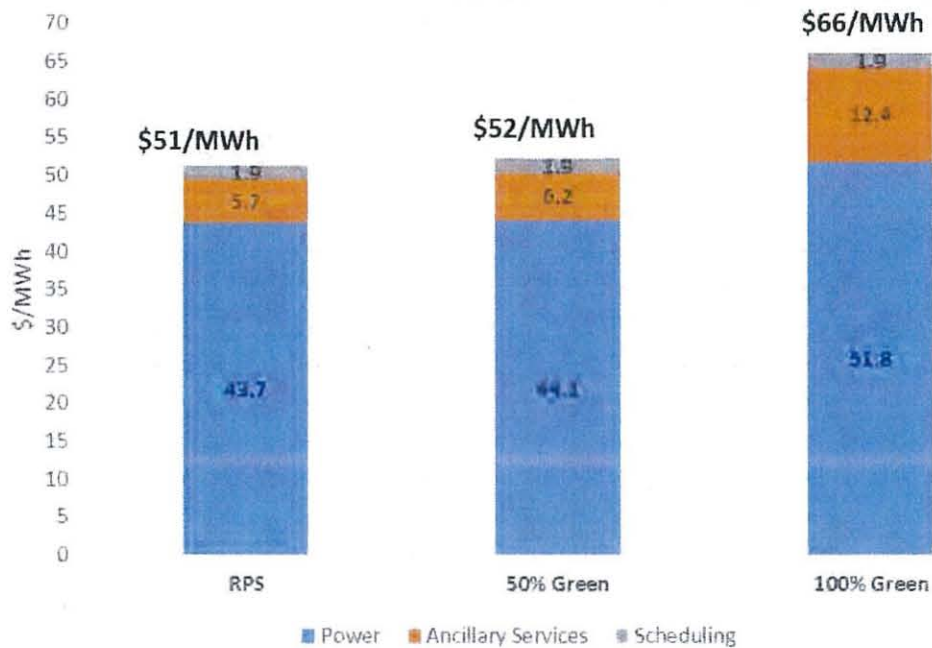
There is a small amount of market PPA and brown resource power included in Portfolio 3 due to distribution and transmission system losses and balancing requirements. The renewable energy requirements in the State’s RPS are based on retail energy sales. To be consistent, it was assumed that the 100 percent 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						
	June	July	Aug	Sept	Oct	Nov	Dec
<b>Start-Up Costs</b>							
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
<b>Total Start-Up</b>	<b>\$70,000</b>	<b>\$100,000</b>	<b>\$210,000</b>	<b>\$210,780</b>	<b>\$200,000</b>	<b>\$210,000</b>	<b>\$212,938</b>

Exhibit 24 Start-Up Costs Summarized by Phase			
	Total Pre-Start Costs	Phase 1	Phase 2
		2017	2018
<b>Start-Up Costs</b>			
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
<b>Total Start-Up</b>	<b>\$1,213,718</b>	<b>\$2,387,892</b>	<b>\$2,390,000</b>

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

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.

<b>Exhibit 25 Staffing Plan</b>			
<b>Number of Staff</b>	<b>Pre Start-Up</b>	<b>2017</b>	<b>2018</b>
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
<b>Total Number of Employees</b>	<b>2</b>	<b>12</b>	<b>17</b>
<b>Total Staffing Costs</b>	<b>\$45,000*</b>	<b>\$1,595,000</b>	<b>\$3,396,600</b>

\*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.

<b>Exhibit 26</b>							
<b>Monthly Estimated Infrastructure Costs</b>							
	<b>Pre-Start</b>						
	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
<b>Infrastructure Costs</b>							
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
<b>Total Start-Up</b>	<b>\$0</b>	<b>\$0</b>	<b>\$45,000</b>	<b>\$35,000</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$25,000</b>

<b>Exhibit 27</b>			
<b>Estimated Infrastructure Cost by Phase</b>			
		<b>Phase 1</b>	<b>Phase 2</b>
	<b>Total Pre-Start Costs</b>	<b>2017</b>	<b>2018</b>
<b>Infrastructure Costs</b>			
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
<b>Total Infrastructure Costs</b>	<b>\$155,000</b>	<b>\$160,000</b>	<b>\$230,000</b>

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.

<b>Exhibit 28</b>							
<b>Monthly Utility Transaction Fees</b>							
	<b>Pre-Start</b>						
	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
Enrollment Charges	\$0	\$0	\$780	\$0	\$0	\$2,938	\$6,203
Ongoing Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total SCE Transaction Fee</b>	<b>\$0</b>	<b>\$0</b>	<b>\$780</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,938</b>	<b>\$6,203</b>

<b>Exhibit 29</b>			
<b>Utility Transaction Fees by Phase</b>			
		<b>Phase 1</b>	<b>Phase 2</b>
	<b>Total Pre-Start Costs</b>	<b>2017</b>	<b>2018</b>
Enrollment Charges	\$9,921	\$1,128,588	\$1,212,268
Ongoing Charges	0	4,305	779,791
<b>Total SCE Transaction Fees</b>	<b>\$9,921</b>	<b>\$1,132,892</b>	<b>\$1,992,059</b>

### **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.

<b>Exhibit 30</b>							
<b>Monthly Estimated Consultant Costs</b>							
	<b>Pre-Start</b>						
	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
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
<b>Total Consultant Costs</b>	<b>\$70,000</b>	<b>\$100,000</b>	<b>\$120,000</b>	<b>\$120,000</b>	<b>\$120,000</b>	<b>\$130,000</b>	<b>\$130,000</b>

<b>Exhibit 31</b>			
<b>Estimated Consultant Costs by Phase</b>			
		<b>Phase 1</b>	<b>Phase 2</b>
	<b>Total Pre-Start Costs</b>	<b>2017</b>	<b>2018</b>
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
<b>Total Consultant Costs</b>	<b>\$790,000</b>	<b>\$727,960</b>	<b>\$3,092,248</b>

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.

<b>Exhibit 32 Working Capital Needs</b>		
	<b>2016</b>	<b>2017</b>
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

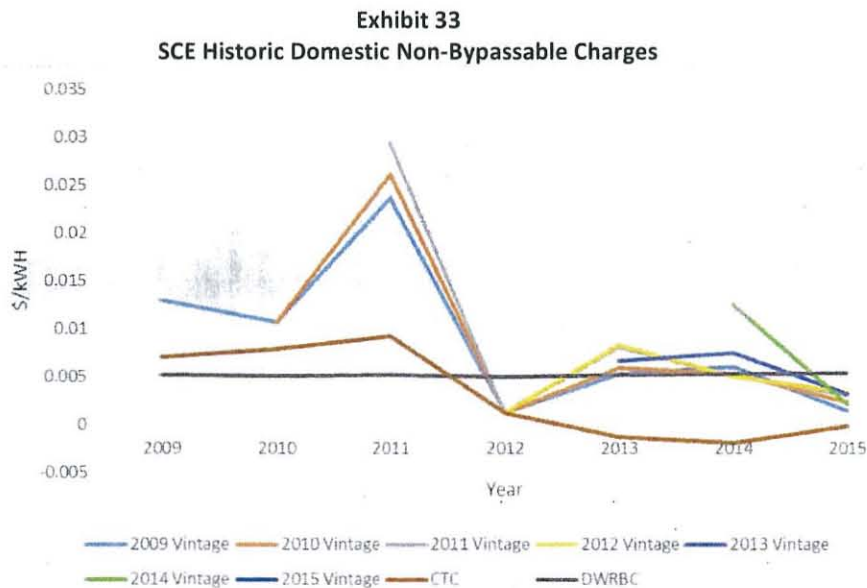
It is anticipated that LACCE's rate designs will initially mirror the structure of SCE's rates so that similar rates can be provided to LACCE's customers. In determining the level of LACCE rates, the financial analysis assumes the customer phase-in schedule noted above and that the implementation phase 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.<sup>4</sup>

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

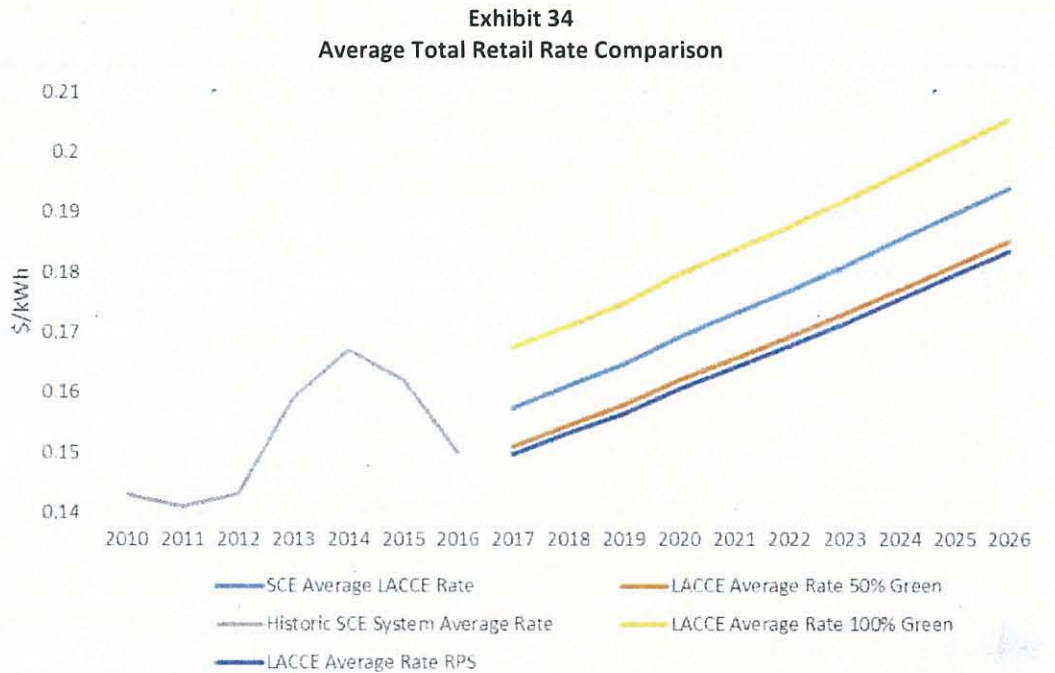
<sup>4</sup> See D.-6-07-030 as modified by D. 11-12-018.



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

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 percent<sup>5</sup> 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<sub>2</sub>e 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.

---

<sup>5</sup> [http://www.cpuc.ca.gov/RPS\\_Homepage/](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 CO <sub>2</sub> e)	283,298	289,080	289,080
CO2 reduction – High (Metric tons of CO <sub>2</sub> 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, CO<sub>2</sub>e emissions associated with in-County electricity use will be reduced by 1-2 percent. At full Phase 3 build-out, CO<sub>2</sub> 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

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.

<b>Exhibit 37</b>				
<b>\$20 Million Rate Savings Effects on County Economy</b>				
<b>Impact Type</b>	<b>Employment</b>	<b>Labor Income</b>	<b>Total Value Added</b>	<b>Output</b>
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
<b>Total Effect</b>	<b>210.7</b>	<b>\$9,603,040</b>	<b>\$15,907,056</b>	<b>\$24,169,054</b>

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

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.

<b>Exhibit 38</b>			
<b>Projected Solar Systems Impacts on County's Economy</b>			
<b>Description</b>	<b>Jobs</b>	<b>Earnings, \$000</b>	<b>Output (GDP), \$000</b>
<b>During Construction and Installation Period</b>			
<b>*Project Development and Onsite Labor Impacts</b>			
Construction and Installation Labor	342.5	\$22,182	
Construction and Installation Related Services	374.3	\$20,007	
Subtotal	716.8	\$42,189	\$67,620
<b>*Module and Supply Chain Impacts</b>			
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
<b>During Operating Years</b>			
<b>*Onsite Labor Impacts</b>			
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

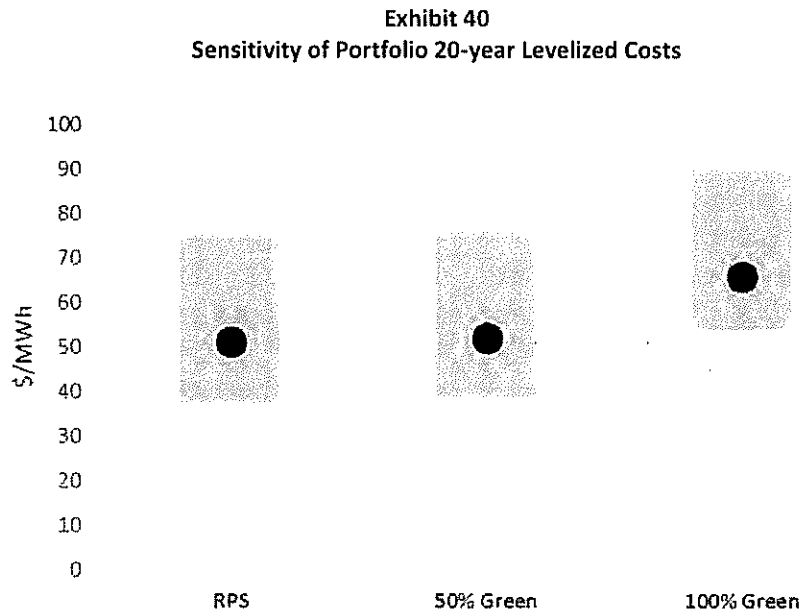
The aforementioned economic analysis provides the base case analysis of forming LACCE. This base case is predicated on numerous assumptions and estimates that influence the overall results. This section of the Plan will provide the range of impacts that could result from changes in the most significant 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.

**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

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.

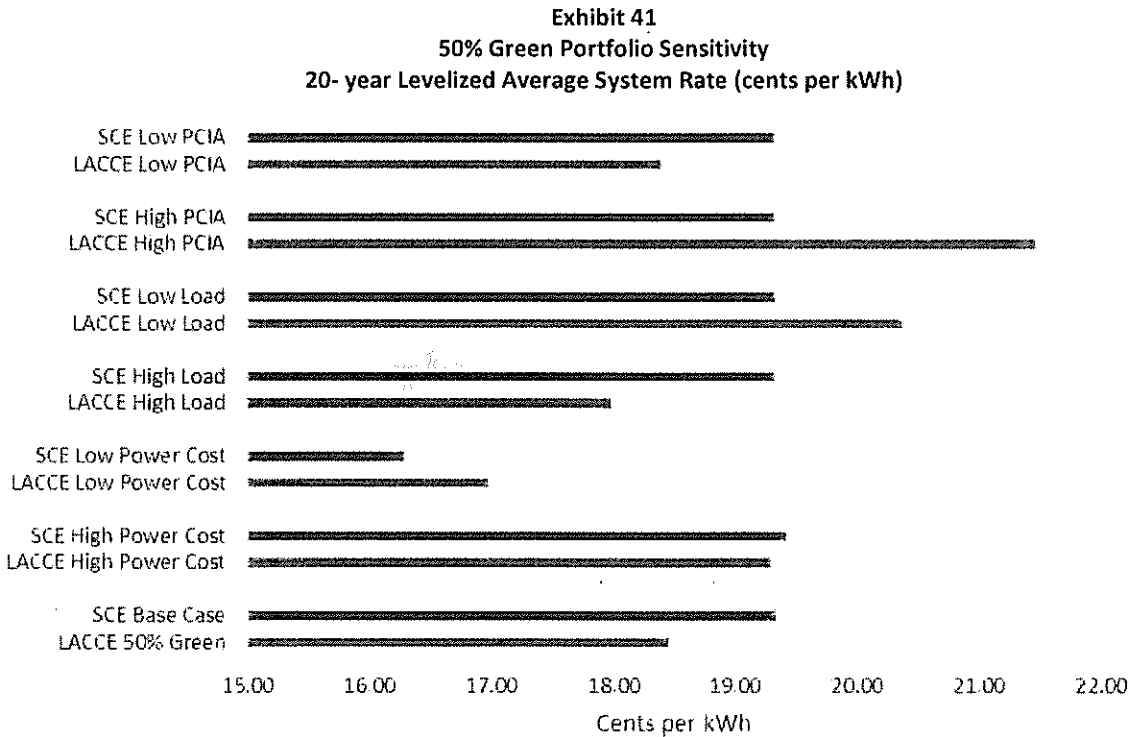
There are numerous factors that could impact SCE's rates in addition to the market price impacts described above. Regulatory changes, plant or technology retirements or additions, and the long-term impact of the Aliso Canyon leak all can impact SCE rates in the future. To address these

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 competitiveness 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.

**Los Angeles Community Choice Energy (LACCE)  
Phase 1 Summary Milestone Schedule**

Task Name	2015			2016												2017		
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Task Force Meetings	◆		◆		◆		◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Acquire SCE Data (three phases)		◆ Order	◆ 1st	◆ 2nd	◆ Final													
Business Plan				Draft ◆								◆ Final						
JPA Governing Documents											◆ Final							
Board Approves Ordinance/Resolution											◆ Authorization							
Implementation Plan/Statement of Intent											◆ Submit to CPUC							
JPA Formation														◆ Complete				
Marketing and Outreach																		
Negotiate Financing/Line of Credit																		
Energy Services/Data Management									◆ RFQ			◆ Contracts						
CPUC Certification and Launch Date Set														◆ Certification by CPUC				
Cities Opt-In for Municipal Buildings													◆ Deadline					
Negotiate Power Contracts													◆ Contracts					
Finalize Cost of Service and Rates															◆			
Execute SCE Service Agreement*													◆					
Integration with SCE																		
Initial Opt-Out Notices														◆ 1st	◆ 2nd			
Phase 1 Service Begins																◆ Phase 1 launch		
Final Opt-Out Notices																	◆ 1st	◆ 2nd

15-92



# 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.<sup>6</sup> 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.

---

<sup>6</sup> CCAs may be liable for a share of unbundled stranded costs from new generation, but would then receive associated Resource Adequacy credits.

**Exhibit 43**  
**\$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
<b>Total Effect</b>	<b>210.7</b>	<b>\$9,603,040</b>	<b>\$15,907,056</b>	<b>\$24,169,054</b>

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 percent<sup>7</sup> 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 CO<sub>2</sub>e 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.

<sup>7</sup> [http://www.cpuc.ca.gov/RPS\\_Homepage/](http://www.cpuc.ca.gov/RPS_Homepage/)

**Exhibit 44**  
**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 CO <sub>2</sub> e)	283,298	289,080	289,080
CO2 reduction – High (Metric tons of CO <sub>2</sub> 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, CO<sub>2</sub>e emissions associated with in-County electricity use will be reduced by 1-2 percent. At full Phase 3 build-out, CO<sub>2</sub> 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 CO<sub>2</sub>e 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
<b>Operational</b>				
	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
<b>Exploring/In Process</b>				
	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

Start-Up/Phase 1 – 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

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:

Exhibit B-1 Forms of Support		
Existing CCAs	Start-Up Funding Requirement <sup>1</sup>	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.

<sup>1</sup> 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:

Direct Loan from LA County – 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.

Collateral Arrangement from LA County – 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 from the existing CCA lending community and likely bring additional competition via a lending procurement effort.

Loan from a Financial Institution without Support – 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.

Vendor Funding – 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

---









## 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.



**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 opt-out 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 an 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 gross 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.

**Los Angeles Community Choice Energy (LACCE)  
Phase 1 Summary Milestone Schedule**

Task Name	2015			2016												2017			
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	
Task Force Meetings	◆		◆		◆		◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	
Acquire SCE Data (three phases)		◆ Order	◆ 1st	◆ 2nd	◆ Final														
Business Plan				Draft ◆								◆ Final							
JPA Governing Documents												◆ Final							
Board Approves Ordinance/Resolution												◆ Authorization							
Implementation Plan/Statement of Intent												◆ Submit to CPUC							
JPA Formation												◆ Complete							
Marketing and Outreach				◆															
Negotiate Financing/Line of Credit												◆							
Energy Services/Data Management												RFQ ◆	◆ Contracts						
CPUC Certification and Launch Date Set															◆ Certification by CPUC				
Cities Opt-In for Municipal Buildings															◆ Deadline				
Negotiate Power Contracts															◆ Contracts				
Finalize Cost of Service and Rates															◆				
Execute SCE Service Agreement*															◆				
Integration with SCE				◆															
Initial Opt-Out Notices															1st ◆	2nd ◆			
Phase 1 Service Begins															◆ Phase 1 Launch				
Final Opt-Out Notices															1st ◆	2nd ◆			

\* Includes all required forms and Binding Letter of Intent.



15-113

<b>Start-Up LACCE Cash Needs for CY 2016</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>	<b>Total</b>
<b>IOU Fees (including Billing)</b>	\$780	\$0	\$0	\$2,938	\$6,203	\$9,921
<b>Consultants</b>						
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 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
<b>Total Budget</b>	<b>\$210,780</b>	<b>\$569,930</b>	<b>\$200,000</b>	<b>\$212,938</b>	<b>\$216,203</b>	<b>\$1,409,851</b>

# 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: July 19, 2017  
TO: Honorable Mayor and City Council  
VIA: Elaine Aguilar, Interim City Manager   
FROM: Lucy Demirjian, Assistant to the City Manager   
SUBJECT: **Approve an Amended and Restated Agreement with Acorn Technology Corporation for Information Technology Services**

## Recommendation

It is recommended that the City Council approve an amended and restated agreement with Acorn Technology Corporation for Information Technology (IT) Services.

## Fiscal Impact

The Fiscal Year 2017-18 Budget includes adequate funds in Account No. 101-2032-8170 to fund these services.

## Commission Review and Recommendation

This matter has not been reviewed by a commission.

## Background

At the December 3, 2014 City Council Meeting, the City Council approved a professional services agreement with Acorn Technology Corporation (Acorn) for IT Services through June 30, 2020. Per Section 2.1 of the agreement, Acorn could propose a rate increase beginning July 1, 2017. Since the beginning of this year, Acorn has been working with staff to revise the rate structure in a manner that is amenable to both parties.

Since retaining Acorn, the City has seen significant upgrades and improvements to the IT infrastructure. With the support of Acorn's team of professionals, the City's IT system has realized benefits in security and functionality.

In addition to its 24/7/365 client help desk support, desktop technician support, network administration, system administration and maintenance, Acorn has offered its expertise to develop, implement and support projects citywide, including:

- reviewing and assessing all hardware and software;
- creating a five-year replacement schedule for computer equipment purchasing;
- configuring and implementing a virtualized server system;

- ensuring system requirements met for various software upgrades;
- assisting with consolidation of multi-function printers;
- upgrading the police network to meet Department of Justice standards;
- acquiring understanding of sensitive law enforcement application systems;
- playing a critical role in the upgrade of the detectives unit and dispatch center;
- facilitating implementation of high-speed broadband connectivity at the Public Library;
- assisting in the evaluation of the City's telecom system.

**Analysis**

Acorn provides the experience, proficiency and service delivery indispensable to the operation and maintenance of the City's IT system. The amended and restated agreement with Acorn would bring the agreement in closer alignment with standard language in current City professional services agreements and clarify language in order to best meet the needs of the organization.

The proposed rate adjustment would only affect the dedicated/on-site staff rates. All other rates will remain unchanged.

	Current	Proposed
IT Analyst	\$30	\$40
IT Manager	\$50	\$65

The dedicated/on-site IT Analyst, provides day-to-day technical support while the part-time IT Manager provides additional support for complex projects. The amended agreement would also reallocate the dedicated/on-site hours to better address the needs of the organization as follows:

	Current	Proposed
IT Analyst	40hr/wk (160hr/month)	120hr/month
IT Manager	20hr/month	60hr/month
Total	180hr/month	180hr/month

These rates will remain in effect through the end of the contract term (June 30, 2020). Staff will continue to assess IT services from both staffing and cost perspectives. Staff intends to move to a "flat rate" model for future IT service contracts as it presents fixed monthly costs instead of variable hourly charges.

**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: Professional Services Agreement



AMENDED AND RESTATED

PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CITY OF SOUTH PASADENA  
AND  
ACORN TECHNOLOGY CORPORATION

THIS AMENDED AND RESTATED AGREEMENT ("Agreement") is made and entered into this \_\_\_16 day of July, 2017 by and between the CITY OF SOUTH PASADENA, a municipal corporation ("City") and ACORN TECHNOLOGY CORPORATION ("Consultant").

WITNESSETH:

A. WHEREAS, City entered into an agreement with Consultant in December 2014 for the services of Consultant as an independent contractor to provide information technology ("IT") services, as more fully described herein; and

B. WHEREAS, Consultant has previously demonstrated that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to continue to contract for the specific services described in Exhibit "A" ("Scope of Services") to this Agreement and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in the "Scope of Services" attached hereto and incorporated into this Agreement as Exhibit "A."

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, Consultant will be representing the

City, and all of its actions, communications, or other work, during its employment, under this Agreement is under the direction of the City. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3 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 scope of services.

1.4. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the time frame hereinafter specified. 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. Evaluations of the work will be done by the City Manager or his designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.5. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Except for the Police Department Network Access services, systems or devices for which Domain Administration rights have been authorized as described in the Scope of Work, Consultant shall indemnify and hold harmless City from and against all claims, demands,

payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.6. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Consultant will take affirmative action to ensure that 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.

1.7. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement.

1.8. 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.

1.9. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of the personnel set forth in Exhibit "A", who shall coordinate directly with City. Any substitution of key personnel must be approved in advance by City's Representative and the Agreement shall be amended to reflect the changes. Notwithstanding the foregoing, Consultant shall submit to the City for advance approval the name of any proposed on-site IT Analyst.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. For performing and completing services Pursuant to Exhibit "A" Scope of Services, Consultant shall be compensated by City for its services as provided below:

City will pay the following to the Contractor for services performed:

Professional Fees:

Consultant's billable hourly rate shall be as set forth in Exhibit "A." Consultant agrees to maintain billable hourly rates at the amounts set forth in Exhibit A. The Parties acknowledge that the hourly rates set forth in Exhibit A reflect the revised rates which are applicable from July 1, 2017 through June 30, 2020. The applicable billable rates that are in effect during the term of the Amended and Restated Agreement are the billable rates listed in the Annual Commitment column in Exhibit A except when the parties agree to the contrary as provided for in Section 4.3.

Reimbursable Expenses: Reimbursable expenses shall be limited to actual expenditures of Consultant for expenses that are necessary for the proper completion of the services and shall only be payable if specifically authorized in advance by City.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City approves such additional services in writing prior to Consultant performing the additional services. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation are barred and are unenforceable. Any work requested by the City which falls outside the Scope of Services set forth in Exhibit A to the Agreement shall be memorialized in a written Change Order reflecting a negotiated billing rate prior to performance of any such additional services.

2.3. Method of Billing. Within 10 calendar days following the end of the preceding month in which services are performed or expenses are incurred under this Agreement, Consultant shall submit an invoice to the City. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

Consultant shall submit invoices to the City at the following address:

Management Services Department—General Services  
City of South Pasadena  
1414 Mission Street  
South Pasadena, CA 91030

The invoice submitted pursuant to this paragraph shall show the:

- 1) Project name/description;
- 2) Name and hours worked by each person who performed services during the billing period;
- 3) The title/classification under which they were billed;
- 4) The hourly rate of pay;
- 5) Actual out-of-pocket expenses incurred in the performance of services; and,

6) Other such information as the City may reasonably require.

2.4. Records and Audits. 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. Records of Consultant's services relating to this Agreement and funds received from City shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times for a period of five (5) years from the date of performance of said services.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. Time is of the essence in the performance of services under this Agreement. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination 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.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall be effective on December 4, 2014 ("Effective Date") and shall remain in effect through June 30, 2020, unless earlier terminated as provided in Section 4.2 herein.

4.2. Notice of Termination. Notwithstanding the provision in paragraph 4.1 above, the City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, in its sole discretion, with ninety (90) days written notice to Consultant.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the effective date of termination unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. If the effective date of the termination is other than the anniversary date of this Agreement and any services rendered for the partial year have been billed at the annual rate set forth in Exhibit "A" then payment for such services shall be adjusted to the Monthly Rate set forth in Exhibit "A." Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. Such payment will be subject to City's receipt of a close-out billing. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both

completed work and work in progress, and to other documents pertaining to the services contemplated.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## 5.0. INSURANCE

5.1 Consultant shall procure and maintain at all times during the term of this Agreement insurance as set forth in Exhibit "B" 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 Attorney.

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement, together with Exhibits "A" and "B" supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein. 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. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement. 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.

6.2. Representatives. For the purposes of this Agreement, the City shall be represented by the City Manager ("City Representative"), or such other person designated in writing by the City Manager. For the purposes of this Agreement, Consultant shall be represented by Mickey McGuire, CEO, of Consultant or such other person designated in writing by him and accepted by the City Representative. Consultant shall perform the Work described herein under the direction of the City Representative, who will approve the work plan specified herein, if required, prior to Consultant commencing the Work.

The City Representative shall have the authority and responsibility to perform the following tasks:

- (a) Provide interpretation of the scope and specifications for the work to be performed;
- (b) Monitor performance of the Work to ensure compliance with the Agreement;
- (c) Inspect performance against the Scope of Services, and report compliance and/or deficiencies;

- (d) Obtain and review Monthly Statements;
  - (e) Suspend work in accordance with other provisions of this Agreement;
  - (f) Issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement; and
  - (g) Work directly with the Consultant in the performance of this Agreement.
- Notwithstanding the above, all of Consultant's employees shall solely take direction from Consultant with regard to what they do and how they do it and shall at all times be supervised by Consultant.

Consultant's Representative shall be its agent in all consultations with City during the term of this Agreement. Consultant's Representative shall attend and assist in all coordination meetings called by City.

6.3. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

Consultant shall notify City of changes in its address. The failure to do so, if such failure prevents City from locating Consultant, shall be deemed a waiver by Consultant of the right subsequently to enforce those provisions of this Agreement that require consultation or approval of Consultant. Notwithstanding this provision, City shall make every reasonable effort to locate Consultant when matters arise relating to Consultant's rights.

All communications in connection with this Agreement, sent through the U. S. Mail, must be addressed as follows:

IF TO CONSULTANT:

Acorn Technology Corporation  
 1960 Chicago Avenue,  
 Suite E9  
 Riverside, CA 92507

IF TO CITY:

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

6.4. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by

the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.5. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

6.6. Assignment. This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not voluntarily or by operation of law assign, transfer, sublet, or encumber all or any part of its interest in this Agreement or subcontract any services to be performed without amending this Agreement and/or receiving the prior written consent of City. Any attempted unauthorized assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement.

6.7. Indemnification and Hold Harmless. Consultant assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property. Consultant agrees to , indemnify, hold free and harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend the City, its elected and appointed officials, officers, agents, employees and volunteers, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit alleges or asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents, employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees and volunteers, and/or authorized subcontractors are specifically named or otherwise asserted to be liable and when the City requests with respect to a claim provide a deposit for the defense of. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's



failure to pay City promptly any indemnification arising under this Section 6.7 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

The obligations of Consultant under this Section 6.7 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 6.7 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, to the fullest extent permitted by law, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

6.8. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise 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, at any time, or in any manner, represent that it or any of its employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as

a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.9 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.

6.10. PERS Eligibility Indemnification. 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 California Public Employees Retirement System (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.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City, without restriction or limitation upon its use or dissemination by City; no such written products shall be the subject of a copyright application by Consultant. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its

subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualifies as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Release of Information. Consultant shall not make public information releases or otherwise publish information obtained or produced by it as a result of, or in connection with, the performance of services under this Agreement without the prior written authorization from the City Representative.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. 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 advice under this Agreement, prior to the commencement of work.

6.17. 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.

6.18. 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.

6.19. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification

and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.20. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.21. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof

or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.29. 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.

6.30. 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.

6.31. Change in Name, Ownership or Control. Consultant shall notify the City Representative, in writing, of any change in name, ownership or control of Consultant. Change of ownership or control of Consultant may require an amendment to the Agreement.

6.32. 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.

6.33. Use of City's Name. Consultant shall not publish or use any advertising, sales promotion, or publicity in matters relating to services, equipment, products, reports, and material furnished by Consultant in which City's name is used, or its identity implied without the City Representative's prior written approval.

6.34. 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.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

Dated: \_\_\_\_\_

THE CITY OF SOUTH PASADENA

By: \_\_\_\_\_  
Elaine Aguilar, Interim City Manager

Dated: \_\_\_\_\_

ACORN TEHCNOLOGY CORPORATION

By: \_\_\_\_\_  
Mickey McGuire, CEO

Federal ID No. 33-0939330

APPROVED AS TO FORM:

\_\_\_\_\_  
Teresa L. Highsmith, City Attorney

**EXHIBIT "A"**  
**SCOPE OF SERVICES**



## Scope of Services

Contractor agrees to provide the goods and services outlined below within the scope and spirit of this agreement. Within the spirit of this agreement, City expects Contractor to strive to improve the Systems and to work collaboratively with City to grow and improve City’s business processes. As related to the services outlined below, Contractor will be responsible for administering and maintaining the City’s network; act in the capacity of an IT Helpdesk; provide leadership for and administer the City’s computer and server based systems; and provide 24/7 support for the City Police Department Dispatch Center.

### A. Documentation

Whether or not it is specifically addressed below, Contractor will provide and maintain complete documentation for all work undertaken including hours used, staff members assigned, solutions, and completion dates. Contractor will provide this documentation in electronic form unless otherwise noted.

### B. Number of Users/Devices

Contractor shall provide complete ongoing technical assistance and system management for the items summarized in the chart below. (A detailed list of devices will be maintained by the Contractor and made available to the City upon request)

Quantity	Devices
173	Desktop Computers
30	Laptop Computers
0	Terminals
22	Servers - 8 Physical - 14 Virtual
8	- LAN Infrastructure
6	Routers
11	Wireless Access Points
14	Switches
4	Virtual Private Network (VPN)
21	Printers (hourly charges may apply)* - 21 Networked
10	Scanners - 10 Networked
10	- 10 Networked Copiers
3	Networked Fax Machines
16	Smartphones/Tablets - remote login support currently unavailable

\*Contractor will ensure the correct drivers for printers are installed; the correct printer settings are configured; and will act as an interface with third party support as necessary. Any requests for printer repair or printer resupply will be billed hourly in accordance with the hourly rates noted in Section Q of the Scope of Services.







*Note: In order to optimize performance and keep costs low, Contractor seeks to support computers/servers with a minimum speed of an i3 processor and 4 GB RAM which utilize operating systems with security and operating functionality equivalent to Microsoft Windows 7 Professional, Server 2008 and/or Small Business Sever 2008 or newer. Connectivity to the Internet should be reliable with a minimum of 5 Mbps capacity. Internal LAN speeds should support 100 Mbps. The cabling infrastructure is subject to Contractor's inspection and approval.*

**C. Asset Cataloging, Tracking, and Replacement Plan Projection**

1. Contractor will maintain and deliver a catalog of the System, including equipment and software licenses (with installation keys). The inventory list shall be updated on an "as needed" basis, and shall include all enterprise components attached to the networks within the City, including servers, workstations, firewalls, remote storage devices, core network switches, routers, and modems.
2. Contractor will work in conjunction with City to prepare and publish a catalog of enterprise software systems, including both network-based applications and cloud-based applications, in order to ensure compliance with CA Government Code Section 6270.5.
3. Contractor will work in conjunction with City to prepare and maintain a plan projection of the technology replacement needs of the City in the next five (5) years, including a schedule for the replacement and warranty expiration of all equipment (e.g., workstations, servers, printers, switches, and any other equipment) and an upgrade schedule that includes any applications and systems. The plan projection will be updated at least once per year to facilitate the City's annual budget process.

**D. General Maintenance and Upkeep**

For all computers covered by this proposal, and any subsequent computers added to the System, Contractor will create and maintain the following systems, and perform the following activities per the following schedule:

**1. Apply Windows Update Patches**

City may use some software that may be negatively affected by Windows updates. Contractor shall evaluate the updates and if performance is acceptable, shall roll out patches across computers and servers. Roll out should occur within two weeks of the release of an update.

**2. Maintain Antivirus Definitions and Scan**

Contractor shall create and maintain a suitable anti-virus strategy, which will include installation and updates of new antivirus definitions and a weekly scan of the entire hard drive. Cost of software, if any, is additional and shall be borne by City. Antivirus software shall monitor all servers, client machines, and email.



**3. Maintain Antispyware Definitions and Scan**

Contractor shall create and maintain a suitable antispyware strategy, which will include installation and updates of new antispyware definitions and a periodic scan of the entire hard drive. Cost of software, if any, is additional and shall be borne by City. Antispyware software shall monitor all servers and computers.

**4. Maintain SPAM control**

Contractor shall create and maintain a strategy for controlling unsolicited commercial e-mail (SPAM). SPAM control must extend to both local and remote users, and must allow for rescuing messages incorrectly categorized as SPAM. Cost of software/service, if any, is additional and shall be borne by City.

**5. Data Back Up for Disaster Recovery Strategy**

Contractor can use a combination of open source tools along with off-the-shelf products, combined with its own customized applications for managing and monitoring data backup. Contractor would be responsible for creating and deploying a comprehensive data back-up strategy with the following attributes:

- a. Comprehensive: Backup strategy includes all data from all servers for applications that have adequate backup functionality. Backup strategy will be designed to retain data on a sufficient basis to protect against a catastrophic system-wide failure. Currently, this strategy includes daily backups for seven days; weekly backups for two weeks. Contractor may change the schedule of backup, without notice to City, as it deems necessary to fulfill the backup strategy for disaster recovery.
- b. Automated: Backups occur automatically with no user intervention, and little or no administrative intervention.
- c. Off-site: Excluding servers with Police Department data, backups are stored off City Hall's site by direct network backup to the Library. Servers with Police Department data are stored on separate hardware within the City's server room.
- d. Easily Restore: Backups are stored so that files and folders are easily restored.
- e. Backup Schedule:
  - i. Complete data backup, all servers: Weekly
  - ii. Differential data backup, all servers: Daily (nightly)
  - iii. Copy of all backed up data: As requested by City. Cost for process and media is additional and shall be borne by City
- f. Document Retention Plan: The Disaster Recovery Strategy is not intended to be a Data Retention Plan ("DRP"). As requested by Customer, Acorn will develop



and provide a DRP for the archival of Customer's critical data; however, this service is not included in this proposal and would be part of a separate agreement.

**E. Disaster Recovery Solution**

Contractor offers a solution for server backup and redundancy for the City's network. Contractor can provide a viable solution to minimize downtime should any problems arise with the City's current server configuration. Contractor can set up redundant servers in the event of a fatal malfunction; the system can be restored without requiring reinstallation. A combination of DFS and Shadow Protect could be used to manage and monitor this process. Contractor will work with the City to provide options for the City to consider. A separate proposal and pricing would be provided for implementing a Disaster Recovery Solution.

**F. Email and Web Hosting**

Contractor will provide secure and dependable e-mail through Microsoft Exchange hosted on the City's server. The City will continue to host its website: <http://www.southpasadenaca.gov> within a third party hosting service. Contractor will provide support and maintenance for web accessible network-based applications that reside on the city's network that are accessible through the City website for the public to access publicly available records.

**G. Domain Management**

Contractor will provide domain management for the domains listed above which will include timely renewals and appropriate record management to ensure proper delivery of e-mail and website access.

**H. Training**

Upon initial set up and as required for new users, Contractor will provide basic training on the proper use of the System. As requested by City, Contractor will develop and provide training programs on application usage and emerging trends in the industry; however, this service is not included in this proposal and would be part of a separate agreement.

**I. Network Monitoring**

Contractor will maintain a 24/7 monitoring system using a combination of proprietary and third party monitoring software. Contractor Service Representatives and Technical Service Representatives are on call 24/7 and utilize the monitoring system to assure that City's connectivity, latency and usage are within expected and acceptable tolerances. Upon City's request, Contractor will develop a customized Internal Monitoring System "IMS" that will provide City with tools for the management of its LAN. The IMS is not part of this proposal and would be part of a separate agreement.



**J. Advanced Planning and Leadership**

Contractor will provide advanced planning and serve as a resource to City for learning about and understanding how technology advances in hardware and software may benefit the City. Work will also include providing leadership and support to a City-wide IT Users' Group, comprised of representatives from every City department who meet on a monthly basis. Contractor will provide input and feedback on the various information technology, security, backup, and administration to improve the security, efficiency, and effectiveness of the City's entire information technology system, and reflecting related procedures and policies.

**K. Project Management**

Contractor will provide IT project management to all City's departments as required. Contractor will represent the City as needed when collaborating with other government agencies and service providers. Contractor will maintain a work program that establishes priorities and balances the needs of all City departments. Any requests for project management that are outside the scope of services described within section the scope of services will be billed hourly in accordance with the hourly rates noted in Section Q of the Scope of Services.

**L. Dedicated Support Resources**

Contractor shall provide on-site and remote resources to serve as dedicated IT staff to perform and complete all services described in the Scope of Services. The level and type of services shall dictate the cost of the service, rather than the position of the service provider, such that if an IT Manager performs the services of an IT Analyst, the City shall only be billed at the rate of an IT Analyst.

1. On-Site IT Analyst: responsible for overseeing and coordinating day-to-day technical support. 120 hours of services per month provided by an Acorn employee approved by the City Manager, shall be billed at the annual rates listed in Section Q of the Scope of Services for this position. Hours authorized above the 120 hours per month shall be billed at the monthly rates listed in Section Q of the Scope of Services for this position.
2. Remote and on-site IT Manager: responsible for server, network and firewall administration as well as some project management. Shall also assist the IT Analyst, if necessary, and play an integral role in developing solutions to the City's special projects. 60 hours per month of services provided by an Acorn employee approved by the City Manager, shall be billed at the annual rates listed in Section Q of the Scope of Services for this position. Hours authorized above the 60 hours per month shall be billed at the monthly rates listed in Section Q of the Scope of Services for this position.

In order to provide for service consistency and familiarity, Contractor will submit to the City for advanced approval the names of any proposed on-site IT staff and maintain a list of staff members who will serve in the event the assigned IT staff goes on leave of more than one (1) business day.





**M. Helpdesk and Remote Support**

Contractor will provide telephone and remote support 24/7/365 for the users and devices noted in Section B, and shall be considered part of the total 180 hours of service listed in Section L 1, and 2. These services will include Helpdesk support, monitoring, response to IT emergency events outside of normal business hours, etc. Contractor will keep track of all time devoted to these services and will provide the City with an accounting of the activity and time spent. If the additional IT support (exceeding 180 total monthly hours) is requested by the City, it will be billed in accordance with the monthly rates listed in Section Q. The level and type of services shall dictate the cost of the service, rather than the position of the service provider. Consultant shall not transfer the services of the on-site IT Analyst or IT Manager to other service providers subject to the monthly rates.

**N. Emergency Support**

Contractors will be available for technical support in emergency situations. Emergency situations include, but are not limited to, incidences where critical systems such as Police Dispatch or enterprise applications go down. Contractor will provide support to resolve such issues and/or facilitate with vendors to fix these issues in a timely manner either on-site or remotely, depending upon the needs of the situation. If after the emergency creating event systems are not supportable due to damages, leaving them in an inoperable state, costs for support and repair would be billed hourly in accordance with the hourly rates noted in Section Q of the Scope of Services, e.g., if within the total 180 hours per month, at the annual rates and if exceeding 180 per month, at the monthly rates.

**O. Criminal Justice Information Systems (CJIS) Compliance and Audit Support**

Contractor will provide input and feedback to assist the City in complying with Federal and State CJIS policy, and will keep abreast of any changes or revisions to the policy. This will include any needed research and assistance in the creation of policies and procedures for the review and audit of contractor work.

Contractor agrees to have all technical support staff involved in the maintenance of the City's computer environment undergo the CJIS training along with policy/procedure review required by governmental agencies performing a similar function.

Contractor will provide support to City staff during audits of City CJIS compliance, including the delivery of maintenance records, reports, and communications as needed to verify the proper performance of work by contractor.

Any requests for the implementation of additional software or hardware solutions necessary to meet CJIS requirements that are outside the scope of services described within this section will be performed under a separate change order agreed to by both Contractor and City, conforming to the pricing in Section Q of the Scope of Services (e.g., if within the total 180 hours per month,



the annual rates applied, and if exceeding the total 180 hours per month, the monthly rates apply.

**P. Procurement and Disposition of Hardware**

The City and Contractor shall consult with each other prior to the procurement of any equipment and technologies. Contractor will coordinate with vendors to provide competitive quotes for equipment and licenses in a manner that conforms to the City purchasing policy, make recommendations to the City, and upon approval procure and deploy the needed equipment or licenses at City's cost. Contractor will not mark-up prices for items procured, and will work with the City to ensure the procurement of new IT hardware and software is within budget. Procurement efforts will be billed at the monthly IT Analyst rates noted in Section Q of the Scope of Services.

Contractor will make recommendations on the disposal of surplus IT hardware and equipment in order to ensure the proper security of City records and the integrity of the City network. Contractor will take reasonable efforts to dispose of IT hardware in a manner that conforms to the City policy on disposal of surplus property.

**Q. Pricing**

Based on the scope of work described above and subject to the Terms and Conditions of this agreement, Consultant shall be compensated by City for its services as provided below:

<i>Position</i>	<i>Hourly</i>	<i>Monthly</i>	<i>Annual</i>
<i>IT Project Manager</i>	<i>\$ 170.00</i>	<i>\$ 100.00</i>	<i>\$ 70.00</i>
<i>IT Manager</i>	<i>\$ 140.00</i>	<i>\$ 80.00</i>	<i>\$ 65.00</i>
<i>IT Analyst</i>	<i>\$ 90.00</i>	<i>\$ 50.00</i>	<i>\$ 40.00</i>
<i>IT Technician</i>	<i>\$ 50.00</i>	<i>\$ 30.00</i>	<i>\$ 20.00</i>

**Hourly Rate for items that fall outside the Scope of Services**

Any work requested by the City which falls outside the Scope of Services set forth in Exhibit A to the Agreement shall be memorialized in a written Change Order reflecting a negotiated billing rate prior to performance of any such additional services.

**Other Billable Costs**

	<i>Monthly Charges</i>
<i>Monitoring(Computer)</i>	<i>\$ 2.50 per desktop</i>
<i>Monitoring (Server)</i>	<i>\$ 12.50 per server</i>
<i>Misc. Materials &amp; Tools not provided by City</i>	<i>\$ 200.00</i>



## EXHIBIT "B"

### INSURANCE REQUIREMENTS

Additional Insured Status: The Consultant shall obtain, maintain, and keep in full force 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 or operations 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. General liability coverage can be provided in the form of 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 forms if later revisions used).

Primary Coverage: For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Professional Liability Insurance	\$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

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

Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City. 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.

Waiver of Subrogation: Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by 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 the retention.

Acceptability of Insurers: 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.

Claims Made Policies:

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. 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.

Verification of Coverage: Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage



required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors:** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

**Special Risks or Circumstances:** Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Nothing in this section shall construed to as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

This page intentionally left blank.


# 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: July 19, 2017

TO: Honorable Mayor and City Council

VIA: Elaine Aguilar, Interim City Manager 

FROM: Margaret Lin, Principal Management Analyst 

SUBJECT: **Authorize the City Manager to Execute a Professional Services Agreement with Nelson Nygaard Consulting Associates for Transportation Consulting Services to Identify Projects for the Remaining Measure R Funds**

## Recommendation

It is recommended that the City Council authorize the City Manager to execute a Professional Services Agreement (PSA) with Nelson Nygaard Consulting Associates for transportation consulting services to identify appropriate transportation projects for the City of South Pasadena (City) from the remaining Measure R funds.

## Fiscal Impact

The proposed total contract amount for the PSA is \$30,040 including an optional City Council work session for \$5,100. There is sufficient funding in Transportation Professional Services Account (101-2021-8170) to fund the contract.

## Commission Review and Recommendation

The Freeway and Transportation Commission (FTC) recommend that the City Council hire a transportation consulting firm to evaluate the proposed Transportation System Management/Transportation Demand Management (TSM/TDM) Alternative project list, Fremont Traffic Calming Plan, Fair Oaks Street Improvement Plan, Los Angeles Metropolitan Transportation Authority (Metro) Gold Line crossings, and the Beyond the 710 to identify the projects that would best utilize the remaining Measure R funds.

## Background

On May 25, 2017, the Metro Board unanimously approved a motion recommend the adoption of the TSM/TDM Alternative as the Locally Preferred Alternative for the State Route 710 (SR-710) North Project; allocate \$105 million in the remaining Measure R funds to the development and implementation of the projects listed in the TSM/TDM Alternative; and allocate the remaining Measure R funds towards new mobility improvement projects in the San Gabriel Valley sub-region including a portion of East Los Angeles. Metro staff was asked to report back to the Metro

Authorization to Execute a Professional Services Agreement for Transportation Consulting Services Regarding the Projects for the Remaining Measure R Funds

July 19, 2017

Page 2 of 2

Board within 90-days of the Board Vote on a procedure to initiate the identification of projects to be funded through the SR-710 Rehabilitation Account.

**Analysis**

Metro is still in the early stages of determining how the remaining Measure R funds will be allocated. However, it is clear that the transportation needs in the San Gabriel Valley will outweigh the available funds. Therefore, it is imperative for the City to evaluate and prioritize projects in the City to establish a clear vision of the transportation goals and strategies that should be implemented. The projects identified in the TSM/TDM Alternative, Fremont Traffic Calming Plan, and Fair Oaks Street Improvement Plan will be used as a starting point. Other transportation concerns identified by the FTC include the Metro Gold Line crossings should also be taken into consideration. Authorizing the City Manager to execute this PSA will ensure the City is prepared to provide its list of projects once the funding has been made available.

Nelson Nygaard has previously worked with the City in its evaluation of the SR-710 North Extension Study Draft Environmental Impact Report/Environmental Impact Statement and is currently assisting the City with its General Plan Update.

**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*.

Attachment: Nelson Nygaard Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT  
FOR CONSULTANT SERVICES**

*(City of South Pasadena /Nelson\Nygaard Consulting Associates)*

**1. IDENTIFICATION**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and Nelson\Nygaard Consulting Associates, a California corporation (“Consultant”).

**2. RECITALS**

- 2.1. City has determined that it requires the following professional services from a consultant: Analysis and recommendation of City of South Pasadena transportation projects to be recommended to Metro for funding in association with adoption of the 710 freeway extension TSM/TDM alternative
- 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 July 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 Margaret Lin, Principal Management Analyst. 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 Thirty Thousand Forty Dollars (\$30,040).
- 3.5. "Commencement Date": July 19, 2017.
- 3.6. "Termination Date": October 19, 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. **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. Paul Moore, Project Manager, shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time

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

## 6. SUBCONTRACTING

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

## 7. COMPENSATION

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



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

## 8. PREVAILING WAGES

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

## 9. OWNERSHIP OF WRITTEN PRODUCTS

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

## 10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.

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

## 11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage 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: Project Recommendations for Metro Funding
  - Documentation of Best's rating acceptable to the City.
  - Original endorsements effecting coverage for all policies required by this Agreement.

- City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$2,000,000 per occurrence,  
\$4,000,000 aggregate
- General Liability:
  - General Aggregate: \$4,000,000
  - Products Comp/Op Aggregate \$4,000,000
  - Personal & Advertising Injury \$2,000,000
  - Each Occurrence \$2,000,000
  - Fire Damage (any one fire) \$ 100,000
  - 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: Margaret Lin, Principal Management Analyst, 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 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

Margaret Lin  
Principal Management Analyst  
City of South Pasadena  
Management Services  
1414 Mission Street  
South Pasadena, CA 91030  
Telephone: (626) 403-7240  
Facsimile: (626) 403-7241

If to Consultant

Paul Moore  
Project Manager  
706 South Hill Street, Suite 1200  
Los Angeles, CA 90014  
Telephone: (213)785-5500

With courtesy copy to:

Teresa L. Highsmith, Esq.  
South Pasadena City Attorney  
Colantuono, Highsmith & Whatley, PC  
790 E. Colorado Blvd. Ste. 850  
Pasadena, CA 91101  
Telephone: (213) 542-5700  
Facsimile: (213) 542-5710

### 15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph

12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

## 16. TERMINATION

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

## 17. INTERPRETATION OF AGREEMENT

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



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

## 18. GENERAL PROVISIONS

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

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

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

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

“City”  
City of South Pasadena

“Consultant”  
Nelson\Nygaard Consulting Associates

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

Printed: Elaine Aguilar

Printed: Paul Moore

Title: City Manager

Title: Project Manager

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**

July 6, 2017  
Margaret Lin  
Principal Management Analyst  
City of South Pasadena  
1414 Mission Street  
South Pasadena, CA 91030

Dear Margaret,

We are pleased to offer the following proposal for analysis and recommendation of City of South Pasadena transportation projects to be recommended to Metro for funding in association with adoption of the 710 freeway extension TSM/TDM alternative.

### **PROJECT UNDERSTANDING**

In deciding not to proceed with one of the project alternatives for the 710 freeway extension (the "Interstate 710 North Gap Closure Project"), and recommending instead to adopt the Transportation Systems Management/Transportation Demand Management (TSM/TDM) alternative, the Los Angeles County Metropolitan Transportation Authority (Metro) Board of Directors effectively established a new source of funding for transportation projects in the San Gabriel Valley (SGV) region, including the City of South Pasadena. Technically, there will be two sources of funding, reprogrammed from a previous (2008 Measure R) commitment of \$780 million to the freeway project. In the near term, \$105 million is being set aside for projects identified in the TSM/TDM alternative. The remaining \$675 million will be allocated to "mobility projects ... consistent with the purpose and need of the Gap Closure project to relieve congestion on local streets along the SR-710 alignment" to be determined by Metro and SGV cities.

We are proposing to identify, analyze and prioritize transportation improvements in the City of South Pasadena that the City might recommend to Metro for funding. Because the exact amount of funding that will be available remains unknown, the package of recommendations that we develop will be prioritized (e.g., Tier 1, 2 and 3 projects) to allow for flexibility in the City's response.

### **PROJECT TEAM**

For this project, we have assembled the following team, whose combined experience is well suited to the task at hand:

Paul Moore, Principal  
Steve Boland, Senior Associate  
Carmen Chen, Associate

### **SCOPE OF WORK**

The scope of work and deliverables for this project are as follows:

#### **Task 1 Kick-off Meeting**

Prior to the initial meeting of the project team (including both staff and consultants), Nelson\Nygaard will have completed initial research into TSM/TDM alternative projects as well as City of South Pasadena and other planning efforts that may have identified additional projects. Some of this work has already

been completed as part of the General Plan and Mission Street Specific Plan Update project that Nelson\Nygaard is currently engaged with, reducing the effort and fee required for this task. We will present findings from this research to the City prior to the kick-off meeting and at the kick-off meeting, in the form of an Initial Analysis Memorandum and meeting presentation, respectively (any necessary revisions to the content of the memorandum will be incorporated into the project final report). Nelson\Nygaard will also develop the meeting agenda, subject to approval by City staff. Nelson\Nygaard will not provide formal minutes of the meeting.

In addition to discussion of the potential project list, the agenda for this meeting may include:

- Clarification of project team member roles and responsibilities
- Review of scope, budget, project timeline and deliverables review and revision process
- Projects context (community, political and policy priorities and concerns)
- Next steps

*Deliverables: Initial Analysis Memorandum (final only)*  
*Kick-off Meeting Presentation (final only)*  
*Kick-off Meeting Agenda (draft and final)*

## **Task 2 Analysis**

In this task, Nelson\Nygaard will conduct analysis of the relative costs, benefits and impacts of the various projects, including both projects identified in the TSM/TDM alternative as well as projects that might be eligible for the remaining funding. This analysis will be based on available data and other information, including information collected for the General Plan and Mission Street Specific Plan Update project. Where cost estimates are unavailable, Nelson\Nygaard will develop conceptual sketch-level estimates in collaboration with staff.

The proposed methodology for analysis will be reviewed with staff prior to the analysis. We anticipate that this methodology may involve use of the Nelson\Nygaard Trip Reduction Impact Analysis (TRIA) modeling tool, although use of this or other tools and methods will be subject to discussion with staff regarding evaluation criteria. We also anticipate that the analysis will be based on a mixture of quantitative and qualitative metrics, and may include non-technical performance related factors such as potential community support, potential need for environmental review (adding to project cost, risky and delay), and potential for Metro approval (i.e., potential to reduce traffic congestion).

Because the projects to be analyzed will likely be diverse in terms of mode, scale and other factors, we may organize projects into different categories for analysis, potentially with somewhat different evaluation criteria. In this as in any technical analysis process, recommendations will be based not only on results of the technical analysis, but on the professional judgment of consultants and staff.

## **Task 3 Recommendations**

Based on the analysis in Task 2, Nelson\Nygaard will recommend projects to be included in the City's funding request to Metro. As previously noted, these projects will likely be grouped into priority-based tiers in order to allow for flexibility in the City's response, which may need to be adjusted based on the amount of funding ultimately available as well as any additional guidance from Metro. The recommendations will address TSM/TDM and other projects separately. A final report will be produced describing both the analysis and recommended projects. It will be subject to revision based on one set of consolidated comments from staff. However, Nelson\Nygaard will discuss the preliminary recommendations with staff in advance of submittal of the report, and will make any necessary adjustments on that basis.

*Deliverable: Draft and final Analysis and Recommendations Report*

## **Optional Task 4 City Council Work Sessions**

As an optional task, Nelson\Nygaard may facilitate a work session with City Council members to review and discuss the recommended projects. This work session would be led by Project Manager and Nelson\Nygaard Principal Paul Moore, and Nelson\Nygaard would develop a presentation and other materials (such as a handout or interactive exercise).

*Optional Deliverables: Draft and final Work Session Presentation and Supporting Materials*

## **Optional Task 5 Partner Cities Analysis**

Finally, because South Pasadena staff and elected officials will be collaborating not just with Metro but with the other cities in the SGV region as part of the Metro funding allocation process, Nelson\Nygaard could as an optional task work with one or more of those cities to identify its or their project lists, following a similar process to that proposed for South Pasadena (subject to discussions with those cities).

## **ADDITIONAL SERVICES**

Please note that work items requested outside the Scope of Work outlined in this letter, such as additional meetings may require a contract amendment. No additional work will be performed without prior authorization.

## **AUTHORIZATION**

If this proposal is acceptable, you may issue a consultant contract or use our standard contract with this proposal attached as an exhibit. Alternatively, you may indicate your approval of this proposal and your intent that this proposal represent the final and complete agreement between you and Nelson\Nygaard by signing below, which will be finalized upon subsequent countersignature by Nelson\Nygaard. By signing below, you and Nelson\Nygaard also certify as each having the authority to bind their respective entities to the terms and conditions contained herein.

This proposal is valid for 90 days from the date of this letter. If you have any questions, please do not hesitate to contact our Project Manager, Paul Moore at [pmoore@nelsonnygaard.com](mailto:pmoore@nelsonnygaard.com) or 213-785-5500, or Paul Jewel at [pjewel@nelsonnygaard.com](mailto:pjewel@nelsonnygaard.com), 415-284-1544.

Sincerely,

Paul Moore, Project Manager

**Exhibit B  
Fee Schedule**

**FEES AND SCHEDULE**

Our services will be billed monthly on a time and materials basis according to the proposed lump sum (fixed fee) budget shown below.

	<b>Paul Moore, \$300/hr.</b>	<b>Steve Boland, \$165/hr.</b>	<b>Carmen Chen, \$100/hr.</b>
Task 1 Kick-off Meeting	4	12	--
Task 2 Analysis	16	40	40
Task 3 Recommendations	8	24	--
<b>TOTAL HOURS</b>	<b>28</b>	<b>76</b>	<b>40</b>
<b>TOTAL FEE</b>	<b>\$8,400</b>	<b>\$12,540</b>	<b>\$4,000</b>
		<b>COMBINED FEE</b>	<b>\$24,940</b>

Please note that the budget shown above does not include cost for optional tasks. Optional Task 4, the City Council work session, could be exercised at a cost of \$5,100 (Paul Moore, 6 hours; Steve Boland, 20 hours). Budget for Optional Task 5 would be based on discussions with partner cities regarding scope of work.

Compensation shall be payable in the following manner:

- Within 30 days of receipt, the percent complete amount set forth in the monthly statements submitted to Client by Consultant. These statements will describe the services rendered, fees charged and expenses incurred by Consultant during the previous month.
- Upon Client's failure to pay within 60 days of receipt the full amount set forth in any monthly statement submitted to Client by Consultant, the Consultant will stop work immediately and will not proceed on the project until the amount owed has been paid in full.

This project is proposed for completion within 90 days of contract approval.

This page intentionally left blank.




# City of South Pasadena Agenda Report



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

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

COUNCIL AGENDA: July 19, 2017

TO: Honorable Mayor and City Council

VIA: Elaine Aguilar, Interim City Manager 

FROM: Arthur Miller, Chief of Police   
Margaret Lin, Principal Management Analyst 

SUBJECT: **Approval of a Letter to the Los Angeles County Metropolitan Transportation Authority Regarding Security on the Metro Gold Line**

## Recommendation

It is recommended that the City Council approve a letter to the Los Angeles County Metropolitan Transportation Authority (Metro) regarding security on the Metro Gold Line.

## Fiscal Impact

There is no fiscal impact.

## Commission Review and Recommendation

This matter was not reviewed by a commission.

## Background

At the June 21, 2017 City Council Meeting, Mayor Cacciotti requested and received a second by Councilmember Mahmud to authorize a letter to Metro regarding security concerns on the Metro Gold Line.

## Analysis

On February 23, 2017, the Metro Board approved the Metro Chief Executive Officer (CEO) to execute individual five-year fixed unit rate contracts with the City of Long Beach, City of Los Angeles, and County of Los Angeles for multi-agency law enforcement services effective July 1, 2017 through June 30, 2022. Following the Metro Board action, the Metro CEO was required to negotiate a transition agreement with the County of Los Angeles Sheriff's Department for their single-agency law enforcement effective March 1, 2017 through June 30, 2017. The Sheriff Department is responsible for the safety and security of the Metro Gold Line and Mission Meridian Station in South Pasadena.

The City of South Pasadena's (City) Police Department has estimated that ninety percent of calls

regarding security concerns at the Mission Meridian Metro Gold Line Station are addressed by the City's police officers despite the Sheriff Department's jurisdiction in the trains and on the platform. Upon receiving calls for service the City's police officers place a call to the Sheriff Department to inform them of the incident. However, City police officers do not wait for the Sheriff's Department to respond to the incident but take it upon themselves to respond immediately. Unfortunately, the Sheriff Department's response time are often delayed and once the City's police officers have responded to the incident and cleared the area, the Sheriff Department still have not arrived on the scene.

Additional law enforcement should be provided by the Sheriff Department to ensure the Metro Gold Line trains and platforms are adequately patrolled. Lack of sufficient law enforcement presence may contribute to the sense of an unsafe environment and deter patrons or visitors from utilizing transit in South Pasadena.

**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*.

Attachment: Draft Letter to Metro Regarding Security on the Metro Gold Line



## CITY OF SOUTH PASADENA

OFFICE OF THE CITY COUNCIL

1414 MISSION STREET, SOUTH PASADENA, CA 91030

TEL: (626) 403-7210 • FAX: (626) 403-7211

WWW.SOUTHPASADENACA.GOV

July 19, 2017

Alex Z. Wiggins, Executive Director of Security  
LA County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012

### **Re: Security at the Mission Meridian Metro Gold Line Station**

Dear Executive Director Wiggins,

On behalf of the City of South Pasadena (City), we are writing to voice our concerns regarding the lack of police presence at the Mission Meridian Metro Gold Line Station. The City has thoroughly enjoyed the added connectivity and mobility options provided by the Metro Gold Line. However, recently there has been insufficient police presence on the Metro Gold Line and at the Mission Meridian Metro Gold Line Station. On June 20, 2017, there was a physical altercation that took place within one of the trains leaving the Mission Meridian Station. The lack of police presence allowed this incident to escalate to a level that was alarming to many of the Gold Line patrons and our residents.

The South Pasadena Police Department often receives calls to address incidents at the Mission Meridian Station. The Police Department provides courtesy calls to the Los Angeles County Sheriff's Department to alert them of the issue since the Sheriff's Department has jurisdiction over the station and the Metro Gold Line. Unfortunately, the Sheriff's Department has not provided timely responses to these calls and the South Pasadena Police Department has been required to address the incidents on their behalf. In order to provide a safe and inviting environment to encourage residents and visitors to utilize the Metro Gold Line, we are requesting that additional patrols and police presence be provided on the trains and platforms. Increased patrols will provide a safer and more enjoyable experience for transit users.

Thank you very much for your attention to this matter. If you have any questions or comments please feel free to contact Elaine Aguilar, Interim City Manager, at [EAguilar@SouthPasadenaCA.gov](mailto:EAguilar@SouthPasadenaCA.gov) or (626) 403-7210.

Sincerely,

Michael A. Cacciotti  
Mayor

Richard D. Schneider  
Mayor Pro Tem

Robert S. Joe  
Councilmember

Marina Khubesrian  
Councilmember

Diana Mahmud  
Councilmember



cc: Phillip A. Washington, Metro CEO

This page intentionally left blank.

# 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: July 19, 2017  
TO: Honorable Mayor and City Council  
VIA: Elaine Aguilar, Interim City Manager   
FROM: Sheila Pautsch, Community Services Director   
SUBJECT: **Award of Contract to Judge Netting, Inc., for the Construction of the Driving Range Fence for the Preparation of the Arroyo Seco Bicycle and Pedestrian Trail**

## Recommendation

It is recommended that the City Council:

1. Accept a bid dated June 12, 2017, from Judge Netting, Inc., for the construction of the driving range fence (Project);
2. Authorize the City Manager to execute an agreement with Judge Netting, Inc. in the amount of \$153,600 and reject all other bids;
3. Appropriate a sum of \$153,600 from the Arroyo Seco Golf Course account.

## Fiscal Impact

There are sufficient funds in the Arroyo Seco Golf Course Account No. 295-9000-9160-9160.

## Commission Review and Recommendation

This Project has been discussed by the Parks and Recreation Commission on several occasions (October 15, 2012, November 5, 2012, and December 17, 2012) and Special Meetings to tour the Arroyo Seco Bicycle & Pedestrian Trail site were held on October 23, 2012 and November 17, 2012. In addition, a Joint Meeting was held with the Natural Resources and Environmental Commission on November 17, 2012.

## Background

On August 15, 2012, the City Council entered into an agreement for professional services with RHA Landscape Architects-Planners, Inc. (RHA) to generate construction plans, specifications and estimates for the Project improvements. As part of the RHA professional services; LSA Associates prepared an Initial Study and Mitigated Negative Declaration for the Project.

The scope of the work for the Project is construction of a new bi-directional concrete bicycle and pedestrian Trail approximately 2,900 lineal feet. The Trail improvements will run parallel to Lohman Lane from Stoney Drive to the southerly City limits adjacent to the Arroyo Seco

riverbed. The Trail will feature various pedestrian amenities such as signage, bicycle pavement legends, drought tolerant landscape improvements, modifications to existing parking lots, construction of retaining walls, fencing improvements, golf course driving range fencing relocation, and golf course parking lot improvements.

As part of the value engineering for the Arroyo Seco Pedestrian and Bicycle Trail Improvements Project, this specialty construction item (driving range netting) will be funded and completed by the Arroyo Seco Golf Course. In order to complete the Project, the golf course driving range netting will need to be relocated. A new driving range netting will be constructed outside of the project limits to accommodate the trail construction.

### **Analysis**

Staff met with contractors and proposals were received from the following two companies:

- Judge Netting, Inc.                      \$153,600
- Coastal Netting Systems              \$173,491

The scope of work includes the demolition and removal of existing wood poles and netting, install fully-treated wood poles, install 6' tall vinyl coating chain link at the bottom of the netting barrier, and structural engineering for the wood poles.

Staff has checked Judge Netting, Inc. references, and their work was verified to be of good quality. Similar projects were satisfactorily completed for many other agencies, including such agencies as the Cities of Downey, Pasadena, and El Segundo. Their Contractor's License has been verified to be currently valid and in good standing. Staff's recommendation is to award the Project to Judge Netting, Inc.

### **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:

Public Works Construction Agreement

# CONSTRUCTION CONTRACT / AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of July, 2017, by and between CITY OF SOUTH PASADENA, a municipal corporation of the State of California, hereinafter referred to as "CITY" and Judge Netting, Inc., CONTRACTOR."

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

**1. Contract Documents.** The complete contract and agreement ("AGREEMENT") consists of the Contract Documents, which includes all of the following documents incorporated herein by this reference: Approved Plans and Specifications, Notice Inviting Bids, Instructions to Bidders, Information for Bidders, Contractor's Bid Proposal, this Contract/Agreement, Standard Specifications, Special Provisions, Reference Specifications, the documents in the Appendix, if any, and all mutually agreed-upon modifications and amendments thereto. In the event of conflict between these documents, precedence shall be determined under section 2-5.2 of the Standard Specifications.

**2. Scope of Services.** CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: [Arroyo Seco Pedestrian and Bicycle Trail – Golf Netting Fence] all in accordance with the Contract Documents and Contractor's Proposal dated May 2, 2017.

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

**3. Compensation.** CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of \$153,600.00

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

**4. Time for Completion.** CONTRACTOR agrees to commence construction of the Work of Improvement within fifteen (15) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within [20] calendar days from the date the Notice to Proceed is issued.

**5. Time is of the Essence.** Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: Five Hundred Dollars (\$500.00) for each day's delay beyond the time herein prescribed for

finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

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

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

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

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

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

**10. Arbitration.** This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by Contractor, for the response to such claims by the Agency, for a mandatory meet and confer conference upon the request of Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation.



This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

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

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

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

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

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

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

**17. Indemnity.** To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless CITY, its authorized

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

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

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

**18. Attorneys' Fees Following Disputes.** In the event of a dispute between the parties under this AGREEMENT, the prevailing party is not entitled to attorneys' fees from the other party. This provision takes precedence over any conflicting provision in any of the documents which are incorporated herein by reference.

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

\_\_\_\_\_  
CONTRACTOR

BY \_\_\_\_\_

\_\_\_\_\_  
(Title)

BY \_\_\_\_\_

CITY OF SOUTH PASADENA

\_\_\_\_\_  
Elaine Aguilar, CITY MANAGER

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Evelyn G. Zneimer, CITY CLERK

\_\_\_\_\_  
Teresa L. Highsmith, CITY ATTORNEY

## Scope of Work

### Project Description

The following is a general description of work anticipated to be included with the proposed projects. Per the plans and specifications for the Golf Netting Fence Plan Detail (Arroyo Seco Golf Course) the project consists of material, labor, and equipment necessary to install 720+- 1/f of 50' high poles and netting as specified. Netting will be UV treated and rope bordered polyester netting. Cable will be 3/8" and 5/16" EHS guy strand along with 3/4" galvanized hardware and all miscellaneous attachment hardware.

### Scope of Services

The Contractor shall provide all equipment, materials and labor necessary to remove and construct new golf course driving range netting. All work shall be in compliance with plans, specifications, shop drawings, engineering calculations and Standard Specifications for Public Works Construction. The project includes items identified in the proposal submitted by Judge Netting, Inc., dated July 6, 2017.

The Contractor shall remove existing netting and poles as identified on the construction plans. The Contractor shall dispose of material per all applicable laws and permits. The work includes the removal of existing poles and netting along the western fence line at the Arroyo Seco Golf Course, installation of fifty (50) foot fully treated wood poles, six foot vinyl coated chain link fence at the bottom of the netting barrier and structural engineering. The Contractor shall protect in place existing improvements, maintain safety at the construction site and coordinate with the City all construction activities.

# City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: July 19, 2017  
TO: Honorable Mayor and City Council  
VIA: Elaine Aguilar, Interim City Manager  
FROM: Paul Toor, Public Works Director  
Rafael O. Casillas, P.E., Deputy Public Works Director *POC*  
SUBJECT: **Award of Construction Contract to Clean Fuel Connection, Inc. to Upgrade the Compressed Natural Gas (CNG) Station**

## Recommendation

It is recommended that the City Council:

1. Accept a bid dated April 11, 2017 from Clean Fuel Connection, Inc. (Contractor) for the design and construction of the Compressed Natural Gas (CNG) Station Upgrade Project (Project) and authorize the City Manager to enter into a contract with the Contractor for an amount of \$300,000; and
2. Appropriate a sum of \$80,000 from Proposition C to Account No. 207-9000-9307-9307 and \$100,535 from the Sewer Reserve Fund to Account No. 210-9000-9307-9307.

## Fiscal Impact

The City of South Pasadena (City) received \$150,535 from South Coast Air Quality Management District (SCAQMD), Mobile Source Air Pollution Review Committee (MSRC) grant funds for the Project. The MSRC grant guidelines require a minimum local match of 50%. The City's local fund consists of \$80,000 from Proposition C and \$100,535 from the Sewer Reserve Fund. The total anticipated cost of the Project is \$330,535 including a 10% contingency. If the appropriations are approved the Project will be fully funded.

## Environmental Analysis

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

## Commission Review and Recommendation

This Project has not been reviewed by a commission.

AGENDA ITEM 20

### Background

In November 2005, the City adopted a low-emission vehicle acquisition policy. This policy directs staff to give first consideration to purchase low emission vehicles that meet the City's needs. In 2009, the City constructed a slow-fill CNG station which allows overnight refueling of the City's fleet of CNG vehicles. In April 2014, the City constructed a fast-fill station to improve operational efficiency and capacity of the existing slow-fill station. In July 2016, the City was awarded a grant from SCAQMD, to upgrade the existing CNG fueling station (attached).

The scope of work consists of design and construction of the CNG station an expansion including removal and re-installation of two existing non-functional slow-fill CNG dispensers, new compressor unit, three storage spheres, equipment protection safety bollards, and entrance gate modifications. In addition, the electrical power point-of-connection for the electronic valve panel and dispenser will be installed.

These improvements will provide redundancy for fueling reliability and expand the station's capacity for fueling the City's CNG fleet vehicles.

### Analysis

On March 15, 2017, the Project was advertised for bids. In compliance with the Public Contract Code, the Project was advertised in the South Pasadena Review newspaper and also in various construction publications including F.W. Dodge, Daily Construction Service, Bid Net, and Contractors Information Network.

On April 11, 2017, the City Clerk's Division received and opened three (3) bids with the result as follows:

<b>Contractor</b>	<b>Bid Amount</b>
Clean Fuel Connection, Inc., <i>Arcadia</i>	\$300,000
Allsup Corporation, <i>Upland</i>	\$339,885
Fasttech, <i>Buena Park</i>	\$452,200
<i>Engineer's Estimate</i>	<i>\$321,000</i>

Staff has checked the Contractor's references, and their work was verified to be of good quality. The Contractor has satisfactorily completed similar projects for other businesses, such as US Air, Prologis, Southern California Gas Company, and City of Tyler (Texas). The Contractor's license has been verified to be currently valid and in good standing. Staff recommends awarding the Project to Clean Fuel Connection, Inc. If the Project is awarded tonight, it is anticipated that construction will begin in August 2017 and will be completed by January 2018.

### Legal Review

The City Attorney has reviewed this item.

Award of Compressed Natural Gas (CNG) Station Upgrading Project

July 19, 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 on the City's web site and/or notice in the *South Pasadena Review*.

Attachments:

1. Construction Contract Agreement
2. Mobile Source Air Pollution Review Committee (MSRC) Grant Award
3. Project Location Map

This page intentionally left blank.



**ATTACHMENT 1**  
Draft Construction Contract / Agreement

# CONSTRUCTION CONTRACT / AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_, 2017, by and between CITY OF SOUTH PASADENA, a municipal corporation of the State of California, hereinafter referred to as "CITY" and CLEAN FUEL CONNECTION, INC., "CONTRACTOR."

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

**1. Contract Documents.** The complete contract and agreement ("AGREEMENT") consists of the Contract Documents, which includes all of the following documents incorporated herein by this reference: Approved Plans and Specifications (**Project No. 2017-04**), Notice Inviting Bids, Instructions to Bidders, Information for Bidders, Contractor's Bid Proposal, this Contract/Agreement, Standard Specifications, Special Provisions, Reference Specifications, the documents in the Appendix, if any, and all mutually agreed-upon modifications and amendments thereto. In the event of conflict between these documents, precedence shall be determined under section 2-5.2 of the Standard Specifications.

**2. Scope of Services.** CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: **Compressed Natural Gas (CNG) Station Upgrade Project** all in accordance with the Contract Documents and Contractor's Proposal dated April 11, 2017.

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

**3. Compensation.** CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of **Three Hundred Thousand (\$300,000)**, subject to staff satisfactory completion and acceptance by the City.

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

**4. Time for Completion.** CONTRACTOR agrees to commence construction of the Work of Improvement within fifteen (15) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within **One Hundred Fifty (150)** calendar days from the date the Notice to Proceed is issued.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**18. Attorneys' Fees Following Disputes.** In the event of a dispute between the parties under this AGREEMENT, the prevailing party is not entitled to attorneys' fees from the other party. This provision takes precedence over any conflicting provision in any of the documents which are incorporated herein by reference.

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

\_\_\_\_\_  
CONTRACTOR

BY \_\_\_\_\_

\_\_\_\_\_  
(Title)

BY \_\_\_\_\_

CITY OF SOUTH PASADENA

\_\_\_\_\_  
Elaine Aguilar, INTERIM CITY MANAGER

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Evelyn G. Zneimer, CITY CLERK

\_\_\_\_\_  
Teresa L. Highsmith, CITY ATTORNEY

**ATTACHMENT 2**  
Mobile Source Air Pollution Committee (MSRC)  
Grant Award



AB 2766/MSRC LOCAL GOVERNMENT MATCH PROGRAM CONTRACT

1. PARTIES - The parties to this Contract are the South Coast Air Quality Management District (hereinafter referred to as "SCAQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and the City of South Pasadena (hereinafter referred to as "CONTRACTOR") whose address is 1414 Mission Street, South Pasadena, California 91030.
2. RECITALS
  - A. SCAQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the South Coast Air Quality Management District in the State of California (State). SCAQMD is authorized under State Health & Safety Code Section 44225 (AB 2766) to levy a fee on motor vehicles for the purpose of reducing air pollution from such vehicles and to implement the California Clean Air Act.
  - B. Under AB 2766, SCAQMD's Governing Board has authorized the imposition of the statutorily set motor vehicle fee. By taking such action, the State's Department of Motor Vehicles (DMV) is required to collect such fee and remit it periodically to SCAQMD.
  - C. AB 2766 further mandates that thirty (30) percent of such vehicle registration fees be placed by SCAQMD into a separate account for the sole purpose of implementing and monitoring programs to reduce air pollution from motor vehicles.
  - D. AB 2766 creates a regional Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account. Pursuant to approval of the work program by SCAQMD's Governing Board, SCAQMD authorized this Contract with CONTRACTOR for equipment or services described in Attachment 1 - Statement of Work, expressly incorporated herein by this reference and made a part hereof of this Contract.
  - E. CONTRACTOR has met the requirements for receipt of AB 2766 Discretionary Funds as set forth in CONTRACTOR's Local Government Match Program Application/Proposal dated July 6, 2015.
  - F. CONTRACTOR is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
  - G. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.
3. DMV FEES - CONTRACTOR acknowledges that SCAQMD cannot guarantee that the amount of fees to be collected under AB 2766 will be sufficient to fund this Contract. CONTRACTOR further acknowledges that payment under this Contract is contingent upon SCAQMD receiving sufficient funds from the DMV, and that SCAQMD assumes no responsibility for the collection and remittance of motor vehicle registration fees.
4. AUDIT AND RECORDS RETENTION
  - A. CONTRACTOR shall, at least once every two years, or within two years of the termination of the Contract if the term is less than two years, be subject to an audit by SCAQMD or its authorized representative to determine if the revenues received by CONTRACTOR were spent for the reduction of pollution from motor vehicles pursuant to the Clean Air Act of 1988.
  - B. CONTRACTOR agrees to maintain records related to this Contract during the Contract term and continue to retain these records for a period of two years beyond the Contract term, except that in no case shall CONTRACTOR be required to retain more than the most recent five years' records. SCAQMD shall coordinate such audit through CONTRACTOR'S audit staff.



10. STOP WORK - SCAQMD may, at any time, by written notice to CONTRACTOR, require CONTRACTOR to stop all or any part of the Statement of Work tasks in this Contract. A stop work order may be issued for reasons including, but not limited to, the project exceeding the budget, out of scope work, delay in project schedule, or misrepresentations. Upon receipt of the stop work order, CONTRACTOR shall immediately take all necessary steps to comply with the order. CONTRACTOR shall resume the work only upon receipt of written instructions from SCAQMD cancelling the stop work order. CONTRACTOR agrees and understands that CONTRACTOR will not be paid for performing work while the stop work order is in effect, unless SCAQMD agrees to do so in its written cancellation of the stop work order.
11. INSURANCE - CONTRACTOR represents that it is permissibly self-insured and will maintain such self-insurance in accordance with applicable provisions of California law throughout the term of this Contract. CONTRACTOR shall provide evidence of sufficient coverage during the term of this Contract and any extensions thereof that meet or exceed the minimum requirements set forth by the SCAQMD below. The certificate of self-insurance shall be mailed to: SCAQMD, 21865 Copley Drive, Diamond Bar, CA 91765-4178, Attention: Cynthia Ravenstein, MSRC Contracts Administrator. **The SCAQMD Contract Number must be included on the face of the certificate.** If CONTRACTOR fails to maintain the required insurance coverage, SCAQMD reserves the right to terminate the Contract or purchase such additional insurance and bill CONTRACTOR or deduct the cost thereof from any payments owed to CONTRACTOR. Minimum insurance coverages are as follows:
- A. Worker's compensation insurance in accordance with either California or other state's applicable statutory requirements.
  - B. General Liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in general aggregate.
  - C. Automobile Liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage.
12. INDEMNIFICATION - CONTRACTOR agrees to hold harmless, defend and indemnify SCAQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, claims, demands, causes of action, judgments, attorney's fees, or any other expenses arising from or related to any third party claim against SCAQMD, its officers, employees, agents, representatives, or successors in interest that arise or result in whole or in part, from any actual or alleged act or omission of CONTRACTOR, its employees, subcontractors, agents or representatives in the performance of this Contract. This Indemnification Clause shall survive the expiration or termination (for any reason) of the Contract and shall remain in full force and effect.
13. DISCLAIMER OF WARRANTY - The purchase or lease of funded vehicles/equipment is the CONTRACTOR's decision. The SCAQMD does not make any express or implied warranty of merchantability, fitness for a particular purpose or otherwise, quality or usefulness of the technology or product. Without limiting the foregoing, the SCAQMD will not be financially responsible, or otherwise liable, for the installation or performance of the vehicle/equipment.

- B. CONTRACTOR has the opportunity to generate MSERCs as a by-product of the project if a portion of the air quality benefits attributable to the project resulted from funding sources other than AB2766. These MSERCs, which are issued by SCAQMD, are based upon the quantified vehicle miles traveled (VMT) by project vehicles or other activity data as appropriate. Therefore, a portion of prospective MSERCs, generated as a result of AB 2766 Funds, must be retired. The portion of prospective credits funded by the AB 2766 program, and which are subject to retirement, shall be referred to as "AB 2766-MSERCs."
- C. The determination of AB 2766-MSERC's is to be prorated based upon the AB 2766 program's contribution to the cost associated with the air quality benefits. In the case where AB 2766 Discretionary Funds are used to pay for the full differential cost of a new alternative fuel vehicle or for the retrofitting or repowering of an existing vehicle, all MSERCs attributable to AB 2766 Discretionary Funds must be retired. The determination of AB 2766-MSERCs for infrastructure and other ancillary items is to be prorated based upon the AB 2766 program's contribution to the associated air quality benefits. Determination of the project's overall cost will be on a case-by-case basis at the time an MSERC application is submitted. SCAQMD staff, at the time an MSERC application is submitted, will calculate total MSERCs and retire the AB 2766-MSERCs. CONTRACTOR would then receive the balance of the MSERCs not associated with AB 2766 funding.
17. NOTICES - All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by email, U.S. Mail, express, certified, return receipt requested, or a nationally recognized overnight courier service. In the case of email communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. Email communications shall be deemed to have been received on the date of such transmission, provided such date was a business day (Tuesday-Friday) and delivered prior to 5:30pm Pacific Standard Time. Otherwise, receipt of email communications shall be deemed to have occurred on the following business day. In the case of U.S. Mail notice, notice shall be deemed to be received when delivered or five (5) business days after deposit in the U. S. Mail. In the case of a nationally recognized overnight courier service, notice shall be deemed received when delivered (written receipt of delivery).

SCAQMD:  
 South Coast Air Quality Management District  
 21865 Copley Drive  
 Diamond Bar, CA 91765-4178  
 Attn: Cynthia Ravenstein, MSRC Contracts Administrator, email: [cravenstein@aqmd.gov](mailto:cravenstein@aqmd.gov)

CONTRACTOR:  
 City of South Pasadena  
 1414 Mission St.  
 South Pasadena, CA 91030  
 Attn: Stacey Falcioni, email: [SFalcioni@SouthPasadenaCA.gov](mailto:SFalcioni@SouthPasadenaCA.gov)

18. INDEPENDENT CONTRACTOR - CONTRACTOR is an independent contractor. CONTRACTOR, its officers, employees, agents, representatives, or subcontractors shall in no sense be considered employees or agents of SCAQMD, nor shall CONTRACTOR, its officers, employees, agents, representatives, or subcontractors be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by SCAQMD to its employees. SCAQMD will not supervise, direct, or have control over, or be responsible

from employer sanctions and other liability which may be assessed against CONTRACTOR or SCAQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

24. ASSIGNMENT AND TRANSFER OF EQUIPMENT

- A. The rights and responsibilities granted hereby may not be assigned, sold, licensed, or otherwise transferred by CONTRACTOR without the prior written consent of SCAQMD, and any attempt by CONTRACTOR to do so shall be void upon inception.
- B. CONTRACTOR agrees to obtain SCAQMD's written consent to any assignment, sale, license or transfer of Equipment, if any, prior to completing the transaction. CONTRACTOR shall inform the proposed assignee, buyer, licensee or transferee (collectively referred to here as "Buyer") of the terms of this Contract. CONTRACTOR is responsible for establishing contact between SCAQMD and the Buyer and shall assist SCAQMD in facilitating the transfer of this Contract's terms and conditions to the Buyer. **CONTRACTOR will not be relieved of the legal obligation to fulfill the terms and conditions of this Contract until and unless the Buyer has assumed responsibility of this Contract's terms and conditions through an executed contract with SCAQMD.**

25. NON-EFFECT OF WAIVER - The failure of CONTRACTOR or SCAQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.

26. TAX IMPLICATIONS FROM RECEIPT OF MSRC FUNDS - CONTRACTOR is advised to consult a tax attorney regarding potential tax implications from receipt of MSRC funds.

27. ATTORNEYS' FEES - In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party in said action shall pay its own attorneys' fees and costs.

28. FORCE MAJEURE - Neither SCAQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of SCAQMD or CONTRACTOR.

29. SEVERABILITY - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.

30. HEADINGS - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.

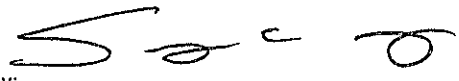
31. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.

IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

CITY OF SOUTH PASADENA

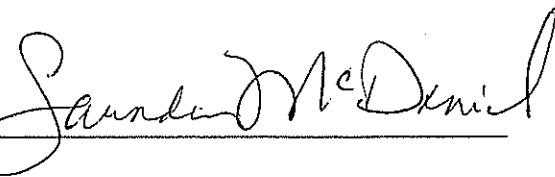
By:   
Dr. William A. Burke, Chairman, Governing Board

By:   
Name: Sergio Gonzalez  
Title: City manager

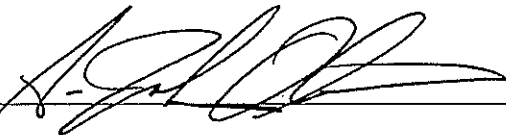
Date: 6/22/16

Date: 6/7/16

ATTEST:  
Saundra McDaniel, Clerk of the Board

By: 

APPROVED AS TO FORM:  
Kurt R. Wiese, General Counsel

By: 

//MSRC Master Boilerplate  
Revised December 16, 2014

**Attachment 1  
Statement of Work  
City of South Pasadena  
Contract Number ML16025**

**1. Project Elements**

- A. Vehicle Purchase - The City of South Pasadena (hereinafter referred to as "CONTRACTOR") is to purchase one heavy-duty vehicle, with gross vehicle weight rating greater than 14,000 pounds and equipped with a dedicated CNG engine, as specified below.

Vehicle	Life Expectancy
(1) CNG utility truck	20 years

Engine must be certified by the California Air Resources Board (CARB) at, or cleaner than, the 2010 heavy-duty engine emission standards of 0.2 g/bhp-hr for oxides of nitrogen (NOx) and 0.01 g/bhp-hr for particulate matter (PM).

- B. CONTRACTOR is also to expand its existing CNG fueling station located at 660 South Stoney Drive, South Pasadena, California. At a minimum, the CNG station shall be expanded through relocating the slow-fill pumps as requested by Southern California Edison, widening the gates to allow access to larger vehicles, and the addition of the following:
- i. Compressor(s) capable of providing at least 28 SCFM
  - ii. Storage vessels providing a combined storage capacity of at least 36,000 SCF

CONTRACTOR shall be reimbursed according to Attachment 2 - Payment Schedule.

**2. Operation Requirements and Reimbursement for Noncompliance - Vehicle**

Vehicle is required to operate for a minimum of five years, but it is expected that the vehicle will continue to operate for its entire life expectancy. CONTRACTOR is obligated to comply with the geographical restriction requirements as follows:

- A. Each of the vehicles funded under this Contract must accrue at least 85% of its annual mileage or engine hours of operation within the geographical boundaries of the South Coast Air Quality Management District for a period of no less than five (5) years from the date the vehicle enters service (new vehicles) or returns to service (repowered vehicles). Should CONTRACTOR deviate from or fail to comply with this obligation, for reasons other than those stated in the EARLY TERMINATION clause of this contract, CONTRACTOR shall reimburse SCAQMD for a prorated share of the funds provided for the vehicle as indicated in the table below:

**Attachment 1  
Statement of Work  
City of South Pasadena  
Contract Number ML16025**

prorated share of the funds provided for fueling/charging facilities as indicated in the table below:

5 year Operational Availability Obligation Occurs	Termination	Percentage of MSRC Funds to be Reimbursed
Within Year 1		100%
Between Years 1-2		80%
Between Years 2-3		60%
Between Years 3-4		40%
Between Years 4-5		20%
After Year 5		0%

- B. The appropriate reimbursable amount shall be paid to SCAQMD within sixty (60) days from the date the station ceases operation. CONTRACTOR shall not be responsible for any reimbursement to SCAQMD if the obligation is terminated as a result from one or more reasons set forth in the EARLY TERMINATION clause of this Contract.
- C. The obligations of this section shall survive the expiration of the Contract and continue in full force and effect until the applicable operational availability period set forth above has been satisfied.

**4. Display of MSRC Logo**

CONTRACTOR agrees to permanently display one MSRC decal in a prominent location on each vehicle purchased and station expanded pursuant to this Contract. Decals will be provided by SCAQMD upon notification that each subject vehicle and/or station becomes operational. Decals are approximately twelve (12) inches in height and eighteen (18) inches in width (Note: a smaller decal may be provided if CONTRACTOR demonstrates that application of the standard decal is not feasible). CONTRACTOR shall maintain decal for life of equipment subject to this Contract. Should any decal become damaged, faded, or otherwise unreadable, CONTRACTOR shall request replacement decal from SCAQMD and apply new decal in the same or other prominent location. SCAQMD shall not be responsible for damage to paint or other surfaces arising from application or removal of decals.

**5. Promotion**

CONTRACTOR shall prepare and submit a proposed Public Outreach Plan to promote the MSRC's co-funding of the vehicles and station expansion. Acceptable outreach may include, but is not limited to, notices in CONTRACTOR mailings to residents, newspaper notices, flyers, and information items at CONTRACTOR Board meetings and community events. The Public Outreach Plan shall automatically be deemed approved 30 days following receipt by SCAQMD staff, unless SCAQMD staff notify CONTRACTOR in writing of a Public Outreach Plan deficiency. CONTRACTOR shall implement the approved Public Outreach Plan in accordance with the Project Schedule below.

**Attachment 2  
Payment Schedule  
City of South Pasadena  
Contract Number ML16025**

**Cost Breakdown**

Purchase Category	Maximum AB2766 Discretionary Funds payable under this Contract	CONTRACTOR AB2766 Subvention Funds Applied	Other Funds Applied to Match	Additional Project Co-Funding (not matched)	Total Cost
Heavy-duty CNG vehicle	\$30,000	\$535	\$29,465	\$374,000	\$434,000
Expand CNG station	\$150,535	\$0	\$150,535	\$0	\$301,070
<b>Totals</b>	<b>\$180,535</b>	<b>\$535</b>	<b>\$180,000</b>	<b>\$374,000</b>	<b><u>\$735,070</u></b>

No funds shall be paid out to CONTRACTOR pursuant to this Contract, until the project described in Attachments 1 and 2 is completed and proof of completion is provided to SCAQMD. If the project described in Attachments 1 and 2 is not completed and satisfactory proof of completion is not provided to SCAQMD, no monies shall be due and payable to CONTRACTOR. However, reimbursement may be made for vehicles even if CNG station expansion is not yet complete, or vice versa. Proof of completion shall include:

- For vehicle:
  - Proof of vehicle delivery, vehicle acceptance, and placement of vehicle into service
  - Documentation of the specific engine installed in the vehicle, including the year, manufacturer, and model
- For station:
  - Representative photos of completed station;
  - a report signed by a responsible official certifying that the station has been completed as described in Attachment 1; and
  - receipts for equipment and/or invoice(s) from subcontractor(s) performing the installations, if any.

If, at the completion of the Project, the expenditures are less than the Total Cost amount above, the actual amount of AB 2766 Discretionary Funds reimbursed to CONTRACTOR shall be adjusted on a prorated basis, as follows:

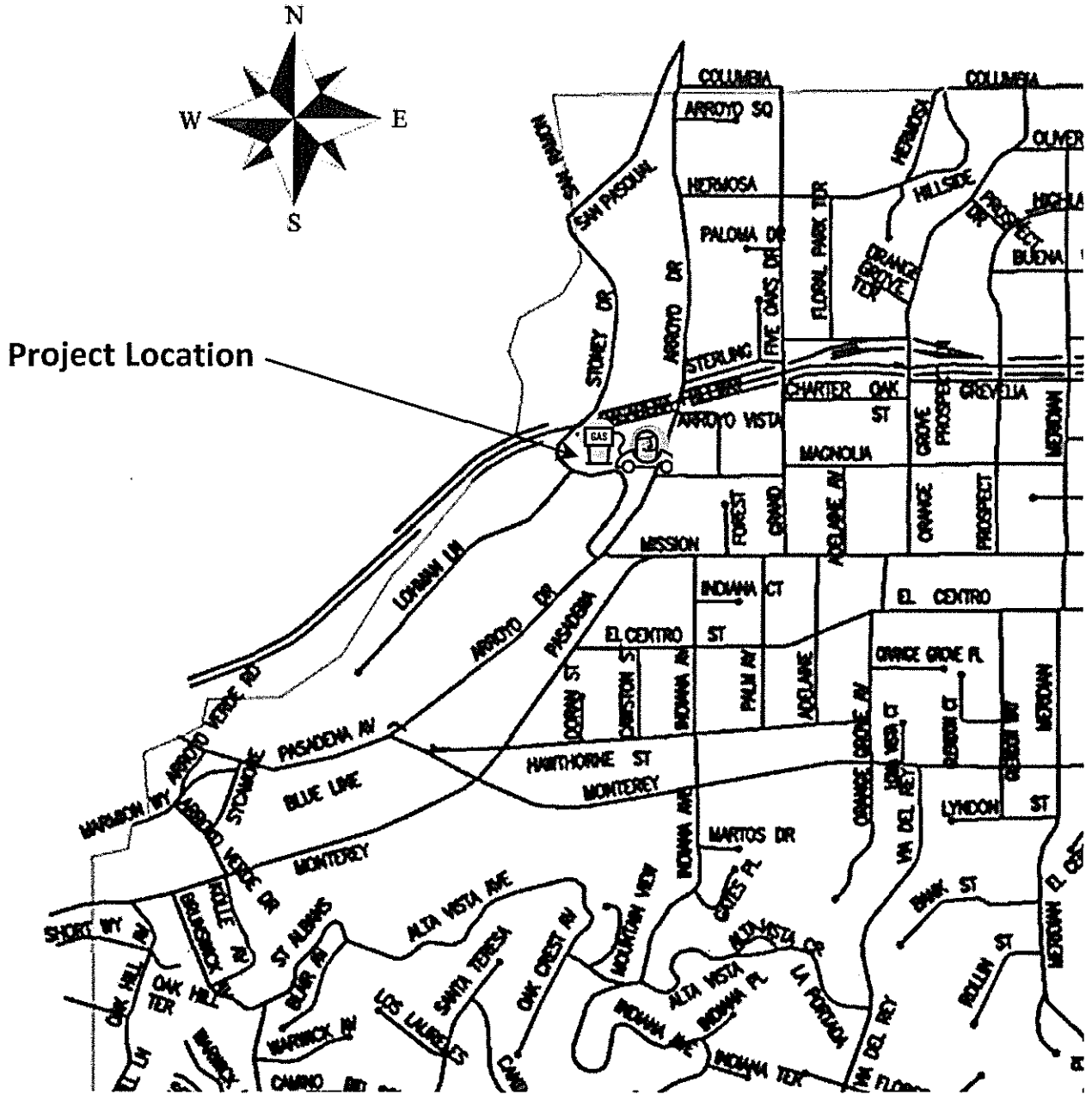
- For vehicle, the amount reimbursed to CONTRACTOR shall not exceed the actual amount of AB 2766 Subvention and other funds applied, up to a maximum of \$30,000 per heavy-duty vehicle; and
- For the CNG station expansion, the amount reimbursed to CONTRACTOR shall not exceed the actual amount of AB 2766 Subvention and other funds applied.

This page intentionally left blank.



**ATTACHMENT 3**  
**Project Location Map**

# COMPRESSED NATURAL GAS (CNG) UPGRADE PROJECT 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 Khubesian, M.D., Councilmember  
Diana Mahmud, Councilmember

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

COUNCIL AGENDA: July 19, 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  
SUBJECT: **Acceptance of the Citywide Roof Replacement Project, and  
Authorization to Release Retention Payment to Universal  
Coatings, Inc.**

## Recommendation

It is recommended that the City Council:

1. Accept the Citywide Roof Replacement Project (Project) as complete and authorize to record a Notice of Completion (NOC) with the Los Angeles County Registrar-Recorder County Clerk; and
2. Authorize release of retention payment to Universal Coatings, Inc. (Contractor) in the amount of \$5,654.66.

## Fiscal Impact

This project was funded through the Fiscal Year 2016-17 Budget.

## 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 15303, Class 3 "new construction of small structures."

## Commission Review and Recommendation

This matter was not reviewed by a commission.

## Background

On April 19, 2017, the City Council awarded a construction contract to the Contractor to renovate the roofs at the following facilities: Police Department, Fire Department, Senior Center, Library, Orange Grove Center, and Grand Water Reservoir. The scope of work included installation of a sprayed polyurethane foam roofing material at each facility. The new roofs have a 10-year warranty with the option to extend an additional 10 years at the end of the term.

NOC for Citywide Roof Replacements

July 19, 2017

Page 2 of 2

**Analysis**

The original contract for the Project was \$113,093.25. The Project was completed on time and within budget. The Project was inspected and managed by in-house Public Works staff.

**Legal Review**

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

**Public Notification of Agenda Item**

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

Attachment: Notice of Completion

RECORDING REQUESTED BY:

City of South Pasadena

AND WHEN RECORDED MAIL TO:

City of South Pasadena- PW

1414 Mission Street

South Pasadena, CA 91030

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

A.P.N.:

Order No.:

Escrow No.:

### NOTICE OF COMPLETION

**NOTICE IS HEREBY GIVEN THAT:**

1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.
2. The FULL NAME of the OWNER is City of South Pasadena
3. The FULL ADDRESS of the OWNER is 1414 Mission Street, South Pasadena, CA 91030
4. The NATURE OF THE INTEREST or ESTATE of the undersigned is: \_\_\_\_\_ in fee.

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

NAMES

ADDRESSES

N/A

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

NAMES

ADDRESSES

N/A

7. A work of improvement on the property hereinafter described was COMPLETED June 30, 2017

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

**The Project consisted of replacing roofs at the following facilities within the City: Police Department, Fire Department, Senior Center, Library, Orange Grove Center, and Grand Water Reservoir.**

9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is:

Universal Coatings, Inc.

10. The street address of said property is City Wide, South Pasadena, CA 91030

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



Date: July 12, 2017

\_\_\_\_\_  
(Signature of Owner or agent of owner)  
**Paul Toor, City of South Pasadena**

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

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



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

July 12, 2017      South Pasadena  
Date and Place



\_\_\_\_\_  
(Signature of person signing on behalf of owner)  
**Paul Toor, City of South Pasadena**



# 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: July 19, 2017  
TO: Honorable Mayor and City Council  
VIA: Elaine Aguilar, Interim City Manager   
FROM: Steve Fjeldsted, Director of Library, Arts, and Culture   
SUBJECT: **Adoption of a Resolution Approving the Annual Auditor's Report and Authorizing the Collection of the Library Special Tax for Fiscal Year 2017-18**

## Recommendation

It is recommended that the City Council adopt the attached resolution approving the Annual Auditor's Report for the levy of the Fiscal Year (FY) 2017-18 Library Special Tax (Tax).

## Fiscal Impact

Collection of the Library Special Tax for FY 2017-18 will provide an estimated \$312,120 in General Fund Revenue.

## Commission Review and Recommendation

This matter is scheduled to be reviewed by the Library Board of Trustees at its regular meeting on August 10, 2017.

## Background

On June 7, 1994, South Pasadena voters established the City of South Pasadena's (City) Library Special Tax. On November 3, 2015, voters once again approved an additional eight year extension of the Tax with a 33% rate increase for FY 2017-18 and a Consumer Price Index (CPI) - based increase for each of the subsequent seven years.

Collection of the special tax continues to be keyed into maintaining a baseline operational budget (maintenance of effort, or MOE) calculated from an initial "Required Amount" of \$982,000 originally set by Section 2.89-5(b)(1) of the South Pasadena Municipal Code (SPMC). This "Required Amount" was increased each year by no more than the relevant CPI figure for the previous twelve month period as required by the SPMC.

At the time of this report, the relevant June 2017 CPI figure used to calculate the Library's budgetary MOE baseline was not yet available from the United States Department of Labor, Bureau of Labor Statistics in its July 14, 2017 News Release. It will be available to be added to this staff report and the attached Auditor's Report on July 17, 2017 before the July 19, 2017 City

Council Meeting. The City Council has approved a Library Budget for FY 2017-18 of \$1,716,477 and based on the CPI figures that the City will receive through June of 2017, it will exceed the minimum MOE requirement.

**Analysis**

The City uses an engineering audit firm, Community Economic Solutions, Inc., to prepare documentation sufficient to establish the Tax each year. The engineer's estimate of total revenue to be generated from the Tax for FY 2017-18 is \$317,281. However, this estimate is premised on a calculation derived from total taxable parcels. In practice, the Finance Department collects slightly less than the calculated amount. Therefore, for FY 2017-18, the City's adopted budget assumes revenue of \$312,120. Adoption of the resolution approving the Auditor's Report will permit Community Economic Solutions, Inc., to transmit the necessary documents to the Los Angeles County Assessor's Office for collection with the annual property tax bill.

**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 approving the Annual Auditor's Report  
(With Exhibit A - Library Special Tax FY 2017-18 Auditor's Report)



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,  
APPROVING THE ANNUAL AUDITOR'S REPORT  
AND SETTING THE RATE OF THE LIBRARY SPECIAL  
TAX TO FINANCE LIBRARY SERVICES FOR  
FISCAL YEAR 2017-18**

**WHEREAS**, on November 3, 2015, the voters of the City of South Pasadena approved the extension of the Library Special Tax until June 30, 2024; and

**WHEREAS**, that approval also extends Chapter 2, Article VI of the South Pasadena Municipal Code (SPMC) which established procedures for determining the rate and method of apportionment of the Library Special Tax, the maximum rate to be levied and enabling the collection of such tax; and

**WHEREAS**, the City Council has caused to be prepared by a tax consultant a report entitled "Library Special Tax, Fiscal Year (FY) 2017-18, Auditor's Report, City of South Pasadena (Auditor's Report), which is presented to the City Council and attached hereto as Exhibit "A"; and

**WHEREAS**, the City Council has budgeted and appropriated the required amount, which combined with the Library Special Tax, will provide all the elements of a foundation program of library services consistent with the California Education Code Section 18015.

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

**SECTION 1.** The City Council has duly considered the Auditor's Report, attached hereto as Exhibit "A" and incorporated herein for reference, and hereby approves said report as filed.

**SECTION 2.** The City Council has adopted the Budget for FY 2017-18 which provides for a total Library Budget for FY 2017-18 in the amount of \$1,716,477.

**SECTION 3.** The City Council hereby establishes the tax rates as set forth in the Auditor's Report for the FY commencing July 1, 2017 and ending June 30, 2018.

**SECTION 4.** The City Council hereby resolves that proceeds from any funds collected from the Library Special Tax shall be expended only for library services in accordance with SPMC Section 2.89-4.

**SECTION 5.** The City Council hereby declares that the Library Special Tax shall be collected in the same manner and subject to the same penalties as other charges and taxes collected on behalf of the City by the County of Los Angeles.

**SECTION 6.** 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 19<sup>th</sup> day of July, 2017.

\_\_\_\_\_  
Michael A. Cacciotti, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Evelyn G. Zneimer, City Clerk  
(seal)

\_\_\_\_\_  
Teresa L. Highsmith, City Attorney

**I HEREBY CERTIFY** the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 19<sup>th</sup> day of July, 2017, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

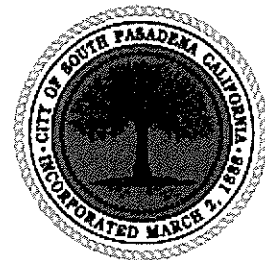
\_\_\_\_\_  
Evelyn G. Zneimer, City Clerk  
(seal)

**EXHIBIT A**

**LIBRARY SPECIAL TAX  
FY 2017-18**

**AUDITOR'S REPORT**

**CITY OF  
SOUTH PASADENA**



**July 19, 2017**

AUDITOR'S REPORT  
CITY OF SOUTH PASADENA  
LIBRARY SPECIAL TAX  
2017-18 FISCALYEAR

The undersigned, acting on behalf of Community Economic Solutions, respectfully submits the enclosed report as directed by the City Council.

Dated: July 19, 2017



Charles F. Crandall, C.P.A

I HEREBY CERTIFY that the enclosed Auditor's Report, together with Tax Roll thereto attached, was filed with me on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

City Clerk  
City of South Pasadena  
Los Angeles County, California

By \_\_\_\_\_

I HEREBY CERTIFY that the enclosed Auditor's Report, together with Tax Roll thereto attached, was approved and confirmed by the City Council of the City of South Pasadena, California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

City Clerk  
City of South Pasadena  
Los Angeles County, California

By \_\_\_\_\_

**AUDITOR'S REPORT  
CITY OF SOUTH PASADENA  
LIBRARY SPECIAL TAX  
2016-17 FISCAL YEAR**

**INTRODUCTION**

On June 7, 1994, the voters approved the establishment of the City of South Pasadena Library Special Tax. On November 3, 2015, voters approved a measure to extend the City of South Pasadena Library Special Tax to June 30, 2024.

The above proceedings approved the manner of the levy and the maximum amounts to be taxed until June 30, 2024. This report is for the purpose of establishing the tax rates for Fiscal-Year 2017-18, in accordance with the methodology as set forth in the approved Rate and Method of Apportionment. The City has retained Community Economic Solutions to prepare the Auditor's Report.

**ESTIMATE OF REVENUES GENERATED**

The revenues needed by the City of South Pasadena to provide library services are proposed to be provided through several sources including the special tax. The total estimated revenue to be generated from the Library Special Tax for FY 2017-18 is \$317,281.

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES**

**CATEGORIES OF SPECIAL TAX**

**Single Residential Category:**

Single Residential Category includes each Parcel within the City which is designated as "01" (Single Residential) by the Los Angeles County Assessor's property use classification codes, and includes both Single Family Residential and Condominium uses.

The special tax that may be levied annually on Taxable Property within the Single Residential Category through the Fiscal Year ending June 30, 2017 shall not exceed:

- \$ 32 per Dwelling Unit for a home with Building Area of less than 2,000 sf.
- \$ 48 per Dwelling Unit for a home with Building Area of 2,001 sf to 4,000 sf.
- \$ 64 per Dwelling Unit for a home with Building Area of more than 4,000 sf.

**Multiple Family Residential Category:**

Multiple Family Residential (MFR) Category includes each Parcel within the City which is designated as "02", "03", "04", "05", "06" or "07" by the Los Angeles County Assessor's property use classification codes.

The special tax that may be levied annually on Taxable Property within the MFR Category through the Fiscal Year ending June 30, 2016 shall not exceed:

- \$ 16 per Dwelling Unit located on a MFR Parcel.

**Non-Residential Category:**

The Non-Residential Category includes each Parcel in the City which is *not* designated as "01", "02", "03", "04", "05", "06" or "07" (residential) by the Los Angeles County Assessor's property use classification codes.

The special tax that may be levied annually on Taxable Property within the Non-Residential Category through the Fiscal Year ending June 30, 2017 shall not exceed:

- \$ 32 per Parcel with Lot Area of ¼ acre or less.
- \$ 64 per Parcel with Lot Area of over ¼ acre to ½ acre.
- \$ 96 per Parcel with Lot Area of over ½ acre to ¾ acre.
- \$128 per Parcel with Lot Area of more than ¾ acre.

In fiscal year 2017-18, and in each subsequent fiscal year the maximum rates for the special tax imposed by this article shall increase according to the increase, if any, in the Consumer Price Index for All Urban Consumers (CPI-U, Los Angeles Area) prepared by the Bureau of Labor Statistics of the United States Department of Labor for the Los Angeles-Riverside-Orange County region, or any successor index thereto.

This CPI increase results in an increase of 1.88% for fiscal year 2017-18 as set forth below:

2015 Annual Average to 2016 annual average Consumer Price Index:

$$\begin{array}{r} 2016 \ 249.246 \\ 2015 \ -244.632 \\ \hline 4.614/244.632 = 0.0188 \text{ or } 1.88\% \end{array}$$

**SPECIAL TAX LEVY FOR FY 2017-18**

The Rate and Method of Apportionment describes the maximum special tax rates to be levied for Library Services within the City of South Pasadena. For Fiscal Year 2016-17, the maximum special tax rates will be levied.

A summary of parcel information relative to the Special Tax is shown on the table below. This information has been based upon the records of the Los Angeles County Assessor.

**PARCEL SUMMARY INFORMATION TABLE**

<b>Special Tax Category</b>	<b>Basic Unit</b>	<b>No. of Units</b>	<b>Tax Rate</b>	<b>Total Tax Amount</b>
<b>Single Family Residential and Condominiums</b>				
0 sf - 2,000 sf home	DU	3,332	\$32.60 /DU	\$108,635
2,001 sf - 4,000 sf home	DU	1,876	\$48.91 /DU	\$91,746
+ 4,000 sf home	DU	186	\$65.21 /DU	\$12,129
<b>Multiple Family Residential</b>	DU	5,447	\$16.30 /DU	\$88,796
<b>Non-Residential</b>				
0 acre - ¼ acre lot	parcel	191	\$32.60 /pcl	\$6,227
¼ acre - ½ acre lot	parcel	68	\$65.21 /pcl	\$4,434
½ acre - ¾ acre lot	parcel	17	\$97.81 /pcl	\$1,663
+ ¾ acre lot	parcel	28	\$130.41 /pcl	\$3,652
<b>TOTAL AMOUNT GENERATED:</b>				<b>\$317,281</b>

**DEFINITIONS**

**Administrative Expenses** means any or all of the following: the direct and indirect expenses incurred by the City in carrying out its duties with respect to the special tax (including, but not limited to, the levy and collection of the special taxes) including the fees and expenses of its counsel, any fees of the County related to the collection of special taxes, an allocable share of the salaries of City staff directly related thereto and a proportionate amount of the City's general administrative overhead related thereto, any amounts paid by the City from its general fund with respect to the special tax, and expenses incurred by the City in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the City.

**Building Area** means the total living area, based upon the records of the Los Angeles County Assessor, as of the March 1 preceding such July 1.

**City** means the City of South Pasadena.

**Consumer Price Index** means the Consumer Price Index for All Urban Consumers (CPI-U, Los Angeles Area) prepared by the Bureau of Labor Statistics of the United States Department of Labor for the Los Angeles-Riverside-Orange County region, or any successor index thereto.

**Dwelling Unit** means the same as Sec.36.24(D) Dwelling Unit.

**Fiscal Year** means the period starting on July 1 and ending the following June 30.

**Lot Area** means the total area of the Parcel, based upon the records of the Los Angeles County Assessor, as of the March 1 preceding such July 1.

**Parcel** means any Los Angeles County Assessor's Parcel that is within the boundaries of the City based on the equalized tax rolls of the County.

**Special Tax Liability** for any Fiscal Year is an amount sufficient to pay the costs of the services included in the special tax, to include: (i) costs for library services, including material acquisition and special services and programs; and (ii) administrative expenses.

**Tax Categories** are those categories set forth in the body hereof.

**Taxable Property** is all real property within the boundaries of the City which is not exempt from the special tax pursuant to law, except that the following property shall not be taxed: any acres of land owned, conveyed or irrevocably offered for dedication to a public agency; or land which is a public right of way or which is an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement; or any Parcel of land which is designated as vacant by the Los Angeles County Assessor's property use classification codes; or any Parcel of land designated as "71" (churches or houses of God) by the Los Angeles County Assessor's property use classification codes; or any Parcel of land owned by a charitable organization or community service organization as identified by Chapter 2101 of the Federal Tax Code.



# 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. Pina, City Treasurer

COUNCIL AGENDA: July 19, 2017  
TO: Honorable Mayor and City Council  
VIA: Elaine Aguilar, Interim City Manager  
FROM: Paul Toor, Public Works Director  
Rafael O. Casillas, P.E. Deputy Public Works Director  
SUBJECT: **Authorization to Amend Contract with Southwest Pipeline & Trenchless Corporation for the Sewer Rehabilitation and Replacement Project Phase 2**

## Recommendation

It is recommended that the City Council authorize the City Manager to execute a contract amendment with Southwest Pipeline and Trenchless Corporation (Contractor) for additional work to the Sewer Rehabilitation and Replacement Project Phase 2 (Project) for a not-to-exceed amount of \$408,779.20.

## Fiscal Impact

The Project is funded through the Clean Water Revolving Fund (CWSRF) loan. There are sufficient funds available to cover the proposed amendment in the Fiscal Year 2017-18 Budget.

## Environmental Analysis

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

## Commission Review and Recommendation

This Project has not been reviewed by a commission.

## Background

The Project was initiated as a result of a number of Sanitary Sewer Overflows (SSO) experienced in the City of South Pasadena's (City) sanitary sewer system, the City entered into a consent judgment with the State Regional Water Quality Control Board on January 17, 2012. The consent judgment requires the City to repair certain deficiencies identified through the City's sewer video inspection program within a specified period of time. The Phase 1 was started in year 2014 and completed in year 2015. The project addressed 233 pipe segments totaling approximately 64,000 lineal feet of sewer lines. The completion of the Phase 1 portion satisfied the consent judgment deadline of December 31, 2015.

On March 16, 2016, the City Council awarded a construction contract to the Contractor in the amount of \$3,990,890 for Phase 2 of the Project. The Project consisted of a comprehensive multi-year capital improvement sewer program to satisfy the terms of the consent judgment on a broader scale. The Project addressed all of the remaining deficiencies of the consent judgment and consisted of 366 segments, approximately 107,100 lineal feet of sewer mains and modification of 143 existing flush tanks. The repairs made are above and beyond the requirements of the consent judgment.

**Analysis**

Public Works staff in consultation with the design engineer has identified additional sewer system improvements. The proposed improvements consist of 41 segments, approximately 8,296 lineal feet of sewer mains in the Southwest Monterey Hills area and modification of additional 26 flush tanks. The proposed contract amendment will include full compensation for furnishing and mobilizing all necessary labor, equipment, materials, tools and incidentals, and performing all the work involved, such as Cured in Place Pipe (CIPP) lining of 6", 8", 12", and 15" sewer pipe size, reinstate active sewer lateral connection after CIPP lining, point repair, cleaning, modify sewer flush tank and additional design details and specifications.

The contract amendment for the additional work is for \$408,779.20. The Contractor shall be compensated for the additional work per the unit prices submitted as part of the original bid dated February 23, 2016. If approved, the total Project costs shall not exceed \$4,399,669.20 including proposed amendment.

**Legal Review**

The City Attorney has reviewed this item.

**Public Notification of Agenda Item**

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

Attachment: Amendment

FIRST AMENDMENT TO  
AGREEMENT FOR CONSTRUCTION

THIS AMENDMENT ("Amendment") is made and entered into on the 19th day of July, 2017, by and between the CITY OF SOUTH PASADENA ("City") and SOUTHWEST PIPELINE & TRENCHLESS CORPORATION ("Contractor").

RECITALS

WHEREAS, on March 16, 2016, the City and Consultant entered into an Agreement for construction of the Sewer Rehabilitation and Replacement Project Phase 2 (Project); and

WHEREAS, the Agreement was for an initial amount of \$3,990,890 for Construction of the Project; and

WHEREAS, during the course of construction, the City increased the scope of services to include additional items not included in the original scope of work; and

WHEREAS, the costs for said the additional construction work shall be in an amount not to exceed \$408,779.

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

1. PAYMENT FOR SERVICES. That Section 3 of the Agreement is hereby amended to read as follows:

City shall pay for the services performed by the Contractor pursuant to the terms of this Agreement. The total contract amount shall not exceed the authorized amount of \$4,399,669.2 (which includes the compensation for the original scope of services in the amount of \$3,990,890, and the compensation for the additional work in the amount of \$408,779.20), unless the CITY has given specific advance approval in writing.

2. SCOPE OF SERVICES. That scope of work of the Agreement is hereby amended in Exhibit A to this Amendment.

3. TERM. The term of this Agreement shall be extended from July 25, 2017 to December 31, 2017 or when the work is satisfactorily completed, whichever occurs first, or unless extended by a supplemental amendment.

4. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

Dated: \_\_\_\_\_

“CITY”

By: \_\_\_\_\_  
Elaine Aguilar, Interim City Manager

Dated: \_\_\_\_\_

”CONTRACTOR”

By: \_\_\_\_\_  
Southwest Pipeline & Trenchless Corp.

APPROVED AS TO FORM:

\_\_\_\_\_  
Theresa L. Highsmith, City Attorney

EXHIBIT A  
SCOPE OF WORK



## SCOPE OF WORK

The proposed improvements consist of approximately 8,296 lineal feet of sewer mains and modification of 26 flush tanks. The proposed Project include full compensation for furnishing and mobilizing all necessary labor, equipment, materials, tools and incidentals, and performing all the work involved, such as Cured in Place Pipe (CIPP) lining of 6", 8", 12", and 15" sewer pipe size, reinstate active sewer lateral connection after CIPP lining, point repair, cleaning, modify sewer flush tank and additional design details and specifications.

# 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  
Dina Mahmud, Councilmember*

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

COUNCIL AGENDA: July 19, 2017  
TO: Honorable Mayor and City Council  
VIA: Elaine Aguilar, Interim City Manager   
FROM: Paul Toor, Public Works Director   
Rafael O. Casillas, P.E., Deputy Public Works Director *POC*  
SUBJECT: **Authorization to Amend Contract with Valley Construction Management for the Construction Management and Inspection Services for the Sewer Rehabilitation and Replacement Project Phase 2**

## **Recommendation**

It is recommended that the City Council authorize the City Manager to execute a contract amendment with Valley Construction Management (Consultant) for additional professional services for the Sewer Rehabilitation and Replacement Project Phase 2 (Project) for a not-to-exceed amount of \$49,560.

## **Fiscal Impact**

The Project is funded through the Clean Water Revolving Fund (CWSRF) loan. There are sufficient funds available to cover this amendment in the Fiscal Year 2017-18 Budget.

## **Environmental Analysis**

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

## **Commission Review and Recommendation**

This Project has not been reviewed by a commission.

## **Background**

On March 16, 2016, the City Council awarded a construction management and inspection services contract to the Valley Construction Management in the amount of \$383,100. The contract includes the construction management and inspection services for the construction of Phase 2 of the Project. The Project was initiated as a result of a number of Sanitary Sewer Overflows (SSO) experienced in the City of South Pasadena's (City) sanitary sewer system, the City entered into a consent judgment with the State Regional Water Quality Control Board on January 17, 2012. The consent judgment requires the City to repair certain deficiencies identified through the City's sewer video inspection

program within a specified period of time. The completion of the Phase 1 portion satisfied the consent judgment deadline of December 31, 2015.

As an on-going sewer system assessment, staff has identified additional sewer lines which need to be lined and upgraded. The proposed improvements consist of approximately 8,296 lineal feet of sewer mains in the Southwest Monterey Hills areas and modifications of 26 flush tanks. The Consultant is providing construction management and inspection services for the Project.

**Analysis**

The proposed amendment is to manage and inspect additional scope of work being authorized under a separate staff report. The supplement work requires an additional 472 hours of the Construction Management/Inspection services to complete the Project. The proposed amendment is based on the hourly rate reflected in the original agreement dated March 16, 2016, enclosed herewith. If approved, the cost of additional inspection and construction management services is not-to-exceed \$49,560, which brings the total a not-to-exceed contract amount of \$432,660. The proposed fees are just and reasonable for the additional scope of work. Therefore, staff is recommending approval of the contract amendment.

**Legal Review**

The City Attorney has reviewed this item.

**Public Notification of Agenda Item**

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

**Attachments:**

1. Amendment
2. Original Professional Services Agreement



**ATTACHMENT 1**  
**Amendment**

FIRST AMENDMENT TO  
AGREEMENT FOR CONSULTANT SERVICES

THIS AMENDMENT (“Amendment”) is made and entered into on the 21st day of July, 2017, by and between the CITY OF SOUTH PASADENA (“City”) and VALLEY CONSTRUCTION MANAGEMENT, (“Consultant”).

RECITALS

WHEREAS, on March 16, 2016, the City and Consultant entered into an Agreement to provide inspection and construction management services for City; during the construction of the Sewer Rehabilitation and Replacement Project Phase 2 (Project); and

WHEREAS, the Agreement was for an initial amount of \$383,100 for Construction of the Project; and

WHEREAS, during the course of construction, the City increased the scope of services to include additional work not included in the original scope of work; and

WHEREAS, the fee proposal submitted by the consultant, in the amount of \$49,560 is just and reasonable.

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

1. CONSULTANT’S SERVICES. Section 5.2 of the Agreement is amended to add a second paragraph read as follows:

City shall pay for the services performed by the Consultant pursuant to the terms of this Agreement. The total contract amount shall not exceed the authorized amount of \$432,660 (which includes the compensation for the original scope of services in the amount of \$383,100, and the compensation for the additional work in the amount of \$49,560), unless the CITY has given specific advance approval in writing.

2. TERM. The term of this Agreement shall be December 31, 2017, the same as shown on the original agreement

3. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

Dated: \_\_\_\_\_

“CITY”

By: \_\_\_\_\_

Elaine Aguilar, Interim City Manager

Dated: \_\_\_\_\_

“CONSULTANT”

By: \_\_\_\_\_

Name/Title

APPROVED AS TO FORM:

By: \_\_\_\_\_

Teresa L. Highsmith, City Attorney

This page intentionally left blank.

**ATTACHMENT 2**  
**Original Professional Services Agreement**

**PROFESSIONAL SERVICES AGREEMENT**  
(City of South Pasadena / Valley Construction Management)

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of South Pasadena, a California municipal corporation ("City"), and Valley Construction Management, a California corporation ("Consultant").

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: construction management and inspection services for the Sewer Rehabilitation and Replacement Project Phase 2.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

**3. DEFINITIONS**

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's December 18, 2015 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's December 18, 2015 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement.
- 3.3 "Commencement Date": March 16, 2016.
- 3.4 "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 terminate at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 18 ("Termination") below.

5. **CONSULTANT'S SERVICES**

- 5.1 Time is of the essence in Consultant's performance of services under this Agreement.
- 5.2 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of \$383,100 unless specifically approved in advance and in writing by City. Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached 80% of the maximum amount payable. Consultant shall concurrently inform the Agreement Administrator of Consultant's estimate of total expenditures required to complete is current assignments before proceeding, when the remaining work would exceed the maximum amount payable.
- 5.3 Consultant shall obtain a City business license prior to commencing, and maintain said license for the duration of, performance under this Agreement.
- 5.4 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code Section 1090, and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.5 Consultant represents that it has advised City in writing prior to the date of signing of this Agreement of any known relationships with a third party, City Council members, or employees which would (1) present a conflict of interest entering into or rendering of services under this Agreement, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.
- 5.6 Consultant agrees not to accept any employment during the term of this Agreement from any other person, firm or corporation where such employment is a conflict of interest or where such employment is likely to lead to a conflict of interest between City's interest and the interests of such person, firm or corporation or any other third party. Consultant shall immediately inform City, throughout the term of this Agreement, if any employment contemplated may develop into a conflict of interest, or a potential conflict of interest
- 5.7 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such

services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Paul Moche shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

- 5.8 Consultant has represented to the City that key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9 This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 5.10 Consultant shall be responsible to City for all services to be performed under this Agreement. All subconsultants shall be approved by the Agreement Administrator and their billing rates identified in the Approved Fee Schedule, Exhibit B. City shall pay Consultant for work performed by its subconsultants (including labor) only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments or other compensation to all subconsultants performing services under this Agreement. City shall not be liable for any payment or other compensation for any subconsultants.
- 5.11 Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.
- 5.12 This Agreement is subject to prevailing wage law, for all work performed under the Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Consultant acknowledges that prevailing wage determinations are available for the performance of inspection and survey work.

## 6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis for the services



performed pursuant to this Agreement. Each invoice shall identify the maximum amount payable, services rendered during the billing period and the amount due, for this invoice, and total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, corresponding hourly rate, hours worked, description of each labor charge, and total amount due for labor charges. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant except as otherwise required by law. Consultant shall include a copy of each subconsultant invoice for which reimbursement is sought.

- 6.3 Payments for any services requested by City and not included in the Scope of Services may be made to Consultant by City on a time-and-materials basis using Consultant's Approved Fee Schedule and without amendment of this Agreement, so long as such payment does not cause the maximum amount payable to be exceeded.
- 6.4 Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

#### **7. PREVAILING WAGES**

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

#### **8. OWNERSHIP OF WRITTEN PRODUCTS**

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

#### **9. RELATIONSHIP OF PARTIES**

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

Under no circumstances shall Consultant look to the City as his employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned Public Employees Retirement System (PERS) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation.

#### 10. AGREEMENT ADMINISTRATOR

In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator. For purposes of this Agreement, City designates Paul Toor as the Agreement Administrator. City reserves the right to change this designation upon written notice to Consultant. All services under this Agreement shall be performed at the request of the Agreement Administrator, who will establish the timetable for completion of services and any interim milestones.

#### 11. INDEMNIFICATION

- 11.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 11.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage as is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

- 11.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 11 and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 11.4 The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 11.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 11.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 11.7 In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or PERS to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 11.8 Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation,

benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

## 12. INSURANCE

- 12.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement.
- 12.2 Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.
- 12.3 Insurance required under this Agreement shall be of the types set forth below, with minimum coverage as described:
  - 12.3.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
  - 12.3.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
  - 12.3.3 Worker's Compensation insurance as required by the laws of the State of California.
  - 12.3.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 12.4 Consultant shall require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement provided however, that the Agreement Administrator may waive the provision of Errors and Omissions Insurance by subconsultants.
- 12.5 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

- 12.6 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium thereon at Consultant's expense.
- 12.7 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 12.8 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 12.9 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 12.10 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.11 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 12.12 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 12.13 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 11 of this Agreement.
- 12.14 Consultant shall report to the City, in addition to the Consultant's insurer, any and

all insurance claims submitted to Consultant's insurer in connection with the services under the Agreement.

12.15 Consultant may be self-insured under the terms of this Agreement only with express written approval from the City

12.15.1 All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability.

12.15.2 Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

12.16 City reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

### **13. MUTUAL COOPERATION**

13.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

13.2 If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

### **14. CONFIDENTIALITY**

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

### **15. RECORDS AND INSPECTIONS**

Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. City shall further have the right to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

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

**16. PERMITS AND APPROVALS**

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

**17. NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

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

If to Consultant:

Valley Construction Management  
3525 Del Mar Heights Road #192  
San Diego, CA 92130  
Telephone: (858) 444-6804  
Facsimile: (760) 400-4011

With courtesy copy to:

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

**18. SURVIVING COVENANTS**

The parties agree that the covenants contained in Section 11, Section 12, Paragraph 13.2 and Section 14 of this Agreement shall survive the expiration or termination of this Agreement.

**19. TERMINATION**

- 19.1 City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 19.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

**20. GENERAL PROVISIONS**

- 20.1 Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 20.2 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 20.3 This Agreement shall be binding on the successors and assigns of the parties.
- 20.4 Except as expressly stated herein, there is no intended third party beneficiary of any right or obligation assumed by the parties.
- 20.5 Time is of the essence for each and every provision of this Agreement.
- 20.6 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry,



age, physical or mental disability, medical condition or any other unlawful basis.

- 20.7 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 20.8 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver.
- 20.9 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 20.10 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 20.11 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and

provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

20.12 This Agreement shall be governed and construed in accordance with the laws of the State of California.

20.13 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

20.14 Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training, Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

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

**"City"**  
City of South Pasadena

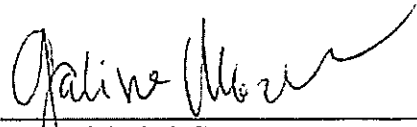
By: \_\_\_\_\_

Date: 3/16/16

**"Consultant"**  
Valley Construction Management

By: \_\_\_\_\_

Date: 3/16/16

By:   
Galina Mochel, Secretary

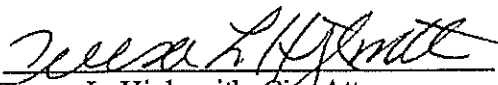
Date: 3/8/16

Attest:

By:   
Deputy City Clerk

Date: 3/16/2016

Approved as to form:

By:   
Teresa L. Highsmith, City Attorney

Date: 3/10/2016

EXHIBIT A  
SCOPE OF WORK



Proposal for Construction Management and Inspection  
for Citywide Sewer Rehabilitation-Phase 2



- 12. Sewer Backups. South Pasadena has similar root problems as the City of Vista. Both are older cities where the property owner owns the lateral all the way to the main. This fact is usually unknown to the homeowner who typically thinks the City owns the lateral on the public right-of-way. It will be inevitable that a homeowner will call and complain that their sewer is backed up because of the lining in the street. We've found that by visually ensuring each lateral is fully reinstated at the end the day and any resin plug removed, these problems can be mitigated by showing the homeowner that their lateral is fully open but also full of roots which typically cause their backup and is their responsibility to remove. A resin plug sometimes occurs at the lateral opening during inversion installation when resin in the liner is pushed into the lateral during the steam pressure curing for inversion liners. Valley CM will also talk with the City's operation department before construction begins to determine if there are any special areas in the City that require unusual requirements for cleaning the main so as not to damage or backup low lying laterals.

**DETAILED SCOPE OF WORK**

Valley CM has successfully performed all of the items listed in the Scope Of Services for this project. We have specialized experience in completing the required scope of services as follows:

***Task 1 – Construction Management***

***Contract Administration and Communication***

Paul Mochel has extensive experience managing CM effort and supervision of inspection staff. Paul will present a monthly progress report to the City to provide a summary of the project for use by the City in presenting the project to other departments or the board. The report will outline in text, with supporting photo documentation, the progress of the project including financial status of the construction and CM contract, schedule status change order status and copies of all project logs (RFI's, submittals, change orders, correspondence, etc). Paul will also provide a brief power point summary based on the monthly report for presentation to the City Council. Paul will also be available to personally present the summary to City Council if requested. Paul has present to many City Council meetings in the past including closed session.

*Deliverables: Monthly Progress Report, Monthly Power Point Summary Report*

***Requests For Information (RFI's)***

Paul Mochel will manage contractor requests for information (RFI's) during construction. The status of RFI's will be accounted for in the RFI log. Valley CM believes that RFI's should be processed at the lowest level possible. RFI's will be reviewing and a response drafted for City review. If required, Valley CM will forward to the Designer for further review. Valley CM will respond to RFI's typically in less than working 2 days. Based on previous experience with recent similar projects, Valley CM estimates approximately 10 RFI's will be processed on this project.

*Deliverables: Updated RFI log included in the bi-weekly progress meeting minutes and monthly progress report.*

***Shop Drawings & Submittal Reviews***

Paul Mochel will log in, track, process, and review submittals, plans, profiles and shop drawings. Paul Mochel will review each submittal for completeness and compliance with all contract requirements prior to sending to the Designer for review. All submittals will tracked on the submittal log and be converted to PDF format and stored in the projects document control system. Valley CM has reviewed the contract documents and estimates approximately 25 submittals will be required for the project. These are listed in the appendix and the list will be provided to the contractor prior to the preconstruction meeting.

*Deliverables: Updated Submittal log included in the bi-weekly progress meeting minutes and monthly progress report*

***Construction Progress Meetings***

Paul Mochel will coordinate with the City, contractor and appropriate Agencies and chair all meetings. Valley CM has standard agendas for the preconstruction meeting and progress meeting that will be modified for this contract.

Paul Mochel will hold bi-weekly progress meetings with the contractor and their appropriate subcontractors to review construction progress. We will keep minutes of the meetings, assigning action items, responsibilities, and documenting project trends. Minutes will be distributed within 2 days of the progress meeting. Meetings will include reviewing the contractor's three-week look ahead schedule (including shutdown and tie-in work), submittals and RFI/design clarification status, potential change orders and change orders, delays and potential claims, construction problem resolution and public outreach issues. Minutes will includes a copy of the latest submittal, RFI and change order logs.



## Proposal for Construction Management and Inspection for Citywide Sewer Rehabilitation-Phase 2



*Deliverables: Preconstruction and progress meeting minutes issued within 2 working days of each meeting*

### ***Schedule Review***

Valley CM's team will review the contractor's baseline Critical Path Method (CPM) schedule to ensure that the sequencing and durations reflect a true representation of the construction. We will check the logic network and the activity input durations and precedents for reasonableness of the sequence and duration of the activities. Specified construction sequencing, shutdown and scheduling constraints, interfacing with adjacent contracts, as well as all submittals, procurement, construction, shutdowns and tie-ins and closeout activities that are included for work will be confirmed. Valley CM will also perform detailed reviews of the contractor's monthly schedule update to ensure that actual work progress based upon their records is properly incorporated, including the impacts of any change order work. Valley CM will also maintain its own "As-Built" schedule for verifying the contractor's schedule. Valley CM will require the contractor to prepare a recovery schedule when any critical path falls significantly behind schedule and will monitor its effectiveness in restoring the schedule. Valley CM will also review the weekly 3-week look-ahead schedule against the current approved schedule to determine if the project is slipping behind schedule. It is easier to correct smaller delays discovered on a weekly basis than a larger delay on a monthly basis. Contractors prefer to make smaller adjustments to the schedule on a weekly basis to rectify delays.

*Deliverables: Schedule update status included in the progress meeting minutes and monthly progress update.*

### ***Progress Payment Application***

Paul Mochel will review the contractor's Schedule of Values to ensure it represents an appropriate detailed cost breakdown for each lump sum item as required by the contract. Valley CM will review the monthly Progress Payment Request to ensure it represent the actual work completed that month and provide a recommendation to the City for payment. Valley CM will maintain red-line markups of the contract drawings showing all change order items and RFIs/design clarifications, as well as other information regarding underground utilities and information useful to the City for future maintenance and construction. Valley CM will review the contractor's set of marked up drawings to verify completeness prior to processing the monthly pay estimate.

*Deliverables: Summary spreadsheet of monthly progress payment request with a recommendation for payment.*

### ***Change Orders and Claims***

Paul Mochel will manage the change order process to help obtain a fair and reasonable price for legitimate extra work items. Paul will request and log change order (extra work) quotations as requested by the City or contractor, and will coordinate the preparation of any revised specifications and/or sketches needed to define the scope of the extra work. In each case, until a potential extra work item is confirmed and executed as a change order (or is dropped), it will be assigned a potential change order (PCO) number to facilitate tracking and filing. In this manner, several potential change orders can subsequently be incorporated into a single contract change order. Change order work performed on a time-and-materials basis will be verified daily. Valley CM will enter the change order work activities into the CPM schedule to verify requested time extensions impacts accompanying the change order. A detailed change order cost estimate with which to compare and negotiate the contractor's cost quotation will be prepared for larger change orders. Valley CM will then recommend acceptance or rejection of the terms of the change order to the City. If the change order is accepted, Valley CM will prepare the document for signature. If there is disputed extra work, Valley CM will work with the City and contractor until the item has been satisfactorily resolved. If it is not resolved, Valley CM will track the item as a potential claim. Change order status will be included in the monthly status report. Based on past experience, Valley CM anticipates 10 PCO's and 2 Change Orders for this project.

Valley CM will take the lead in the resolution of any contract claims for this project during the construction contract period. We will keep current logs of Notice of Potential Claims and will prepare documents and supporting evidence regarding claims. Information on each individual Notice of Potential Claim will be kept separately in the project files. Valley CM will provide complete documentation, a claims response strategy, and cost analysis for the City review. However, it is Valley CM's intent to resolve claims and disputed work quickly and fairly as our experience has proven this typically results in the lowest cost to the City. Valley CM does not anticipate any claims on this project. Based on past experience, resolved issues don't become claims!

*Deliverables: Updated change order log included in the progress meeting minutes and monthly progress reports. Claim log as required along with written recommendation for action. Change Order paper work submitted to the City with a written recommendation for approval.*

### ***Public Relations***

The senior field inspector for the project, Chris Marquardt, recently successfully completed Phase 1 of this project for the



## Proposal for Construction Management and Inspection for Citywide Sewer Rehabilitation-Phase 2



City and has completed an additional 100,000+ LF of CIPP lining of 8-inch to 24-inch sewer in the last 5 years. These projects also required strong coordination with homeowners to minimize the impact of the construction and lining operations. Chris will typically meet with all business and schools that are affected by the work to minimize the impacts.

We have chaired numerous public community meetings to discuss construction projects and are very comfortable providing pertinent and useful information to the public to help minimize the impact of the construction. We will also put the cell phone number of the Construction Manager and Inspector on all flyers so that the public can have ready access to the personnel who can most readily answer their questions.

*Deliverables: Updated Public Relations contact log included in the bi-weekly progress meeting minutes and monthly progress report*

### ***Project Closeout***

Project closeout can often be an overlooked item on the project. Valley CM believe that a successful closeout starts at the beginning of the project by explaining to the contractor what will be required and reminding them as the project progresses. Valley CM typically prepares an ongoing punch list to allow the contractor to complete these items as the work progresses instead of waiting to the end. Redlines are reviewed on a monthly basis as a prerequisite for processing the progress payment so the accuracy is maintained throughout the project and we are not trying to recreate it at the end.

*Deliverables: Completed project files both hard copy and electronic along with completed as-built drawings*

### ***Labor Compliance***

Valley CM has reviewed certified payroll, apprentice utilization and performed employee interviews for CWSRF funded projects including Phase 1 of this project. Valley successfully responded to a CWSRF audit of the certified payroll. Valley CM will perform this scope of work for the project. However, based on conversations with Mr. Furukawa, this scope of work will be handled by a separate consultant for the City.

*Deliverables: None*

### ***Task 2 – Administration and Record Keeping***

All project documents are scanned and stored both electronically and as a hard copy at the project office. Valley CM utilizes an established and proven electronic document control system, Sharefile, that allows immediate online access to the current project files (PDF's only, working copies of file are kept in a separate secure location) by the owner, CM, inspector and contractor. The various parties will have different restricted levels of file access. Every access of the online files is logged and the Construction Manager received an email notification any time the online files are accessed. Valley CM will use the Sharefile system to ensure that approved shop drawings and other documentation are on file with all parties including the contractor, agencies, environmental consultants, private properties and the City. These documents will be distributed electronically and confirmation of the recipient download these documents is easily tracked and documented. A dependable and simple document control system is the key to managing claims. At the end of the project, the hard copies and a thumb drive with all the electronic copies will be turned over to the City

*Deliverables: Updated electronic copies of project documents on the Sharefile internet site.*

### ***Task 3 – Field Observation/Inspection***

The contractor's daily work activities will be monitored for compliance with all City and Agency standard specifications for utility materials and installation procedures through preparation of daily construction reports and logs. Hard copies of the daily construction reports and logs will also be maintained at Valley CM's office and converted to PDF format and uploaded to the document control site on a regular basis. Logs will include verbal, electronic and telephone conversations, material certification for compliance with the contract, compaction results, pipe testing result and concrete strength testing. The daily reports will track activities by ID number listed on the approved baseline schedule due to the complex and detailed nature of this project. This will allow early detection of any potential delays in the contractor's schedule.

Digital photos and video records will be taken of work progress (and preconstruction conditions) to document the contractor's work. All photos will be annotated with key words for future searching and stored in electronic files in accordance with Valley CM's Construction Management Manual. Deficient work will be identified, tracked, and corrected using advisory notices and non-conformance reporting systems. Any damage to private or public property will be tracked, resolved, and reported in a timely manner. Compliance with all agency encroachment and other permits will be monitored and reported. All materials will be verified and documented for compliance with plans, specifications and approved submittals. All special inspection required electrical and control will be coordinate by Valley CM.



Proposal for Construction Management and Inspection  
for Citywide Sewer Rehabilitation-Phase 2



Valley CM will coordinate and monitor all testing services required for the project including the sampling of CIPP liner that will be sent to Ramtech for testing. Ramtech tends to be slow in providing test results so we will ensure a timely response.

Valley CM will perform a final project walkthrough with the City and contractor to prepare the final punch list. Any items remaining from preliminary punch lists and logs of nonconforming work will be added. Items from the post-construction conditions survey will be added. Both Valley CM and the contractor will sign off each punch list item as it is satisfactorily completed.

*Deliverables: Daily inspection reports and photographs uploaded to the sharefile site on a bi-weekly basis.*



EXHIBIT B  
APPROVED FEE SCHEDULE

**FEE SUMMARY**

**Valley Construction Management**  
**Citywide Sewer Rehabilitation & Replacement Project-Phase 2**  
**12/18/15**



BASE BID SCHEDULE (12 MONTHS)		1	2	3	4	5	6	7	8	9	10	11	12	Hours	Rate	Total
<i>Paul Mochel, PE, CCM</i>	<b>CONSTRUCTION MANAGER</b>	16	16	16	16	16	16	16	16	16	16	16	16	192	\$135	\$25,920
	<b>ACTUAL</b>													0	\$135	\$0
<i>Chris Marquardt, QSP, Nassco CIPP</i>	<b>SENIOR INSPECTOR</b>	220	220	220	220	220	220	220	220	220	220	220	220	2,640	\$105	\$277,200
	<b>ACTUAL</b>													0	\$115	\$0
<i>Lisa Criag, Nassco CIPP</i>	<b>BACK-UP INSPECTOR</b>		8		8			8					8	40	\$105	\$4,200
	<b>ACTUAL</b>													0	\$185	\$0
															<b>\$307,320</b>	

ALTERNATE BID SCHEDULE A (3 MONTHS)		1	2	3	Hours	Rate	Total
<i>Paul Mochel, PE, CCM</i>	<b>CONSTRUCTION MANAGER</b>	16	16	16	48	\$135	\$6,480
	<b>ACTUAL</b>				0	\$135	\$0
<i>Chris Marquardt, QSP, Nassco CIPP</i>	<b>SENIOR INSPECTOR</b>	220	220	220	660	\$105	\$69,300
	<b>ACTUAL</b>				0	\$105	\$0
<i>Lisa Criag, Nassco CIPP</i>	<b>BACK-UP INSPECTOR</b>				0	\$105	\$0
	<b>ACTUAL</b>				0	\$105	\$0
							<b>\$75,780</b>

City of South Pasadena  
 Citywide Rehabilitation Project Phase 2  
 ESTIMATED STAFF HOURS FOR EACH TASK AND STAFF MEMBER

Task	Task Description	BASE BID SCHEDULE			ALTERNATE BID SCHEDULE A		
		Mochel	Marquard	Craig	Mochel	Marquard	Craig
		Construction Manager/RE	Senior Inspector	As-Need Inspector/QSP	Construction Manager/RE	Senior Inspector	As-Need Inspector/QSP
1-1	Contract Administration	124	254		32		
1-2	RFI's						
	RFI's (10 each)	10	10				
1-3	Submittal & Shop Drawings						
	Submittals (25)	25	12				
1-4	Construction Progress Meetings						
	Pre-construction conference (1 Each)	4	4				
	Progress Meeting (26 Each)	8	22		4	8	
1-5	Schedule Review						
	Baseline Review (1 each)	4	4				
	Monthly Updates (12 each)	4	12		4	4	
1-6	Progress Payment Application						
	Pay Estimate Review (10 each)	5	10		4	4	
1-7	Change Orders & Claims						
	Change Orders (2)	8	8				
	Claims						
1-8	Public Relations		160				
1-9	Project Closeout		16		4	16	
2-1	Administration & Record Keeping		16			4	
3-1	Field Observation & Inspection		2,112	40		624	
	<b>Total Hours</b>	<b>192</b>	<b>2,640</b>	<b>40</b>	<b>48</b>	<b>660</b>	<b>0</b>



Proposal for Construction Management and Inspection  
for Citywide Sewer Rehabilitation-Phase 2



**FEE & SCHEDULE**

The Valley CM team is fully dedicated to providing the required services. All of the key personnel listed in the organization chart are committed to this project and available to start work as required. The attached fee schedule assumes 10-hour workdays for the inspector. This additional time allows the inspector to efficiently handle the majority of the paperwork for the project and allows the Construction Manager to perform a more supervisory and QA role.

Valley CM accepts all terms and conditions outlined in the City’s standard consultant services agreement and can meet all insurance requirements made part of the agreement.

**HOURLY RATES**

Paul Mochel, PE, CCM.....\$135/Hour  
Construction Manager

Chris Marquardt, Nassco CIPP, QS.....\$105/Hour  
Senior Inspector

Lisa Craig, Nassco CIPP CWI.....\$105/Hour  
As-Needed Inspector

**FEE SUMMARY (See attached spreadsheet for details)**

Base Bid Schedule (12 Months).	\$307,320
Alternate Bid Schedule A (2 Months).	\$50,520
Alternate Bid Schedule B (1 Month).	\$25,260

\*Valley CM does not charge for any reimbursable expenses. The total fee is all-inclusive.

## NON-COLLUSION DECLARATION

TO BE EXECUTED BY  
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state]."

\_\_\_\_\_  
Signature      DATE

\_\_\_\_\_  
Printed Name of Signatory

**WORKERS' COMPENSATION INSURANCE**  
**CERTIFICATE**

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Title)

Attest:

By: \_\_\_\_\_



(Signature)

\_\_\_\_\_  
(Title)

# City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: July 19, 2017  
TO: Honorable Mayor and City Council  
VIA: Elaine Aguilar, Interim City Manager   
FROM: Paul Riddle, Deputy Fire Chief   
SUBJECT: **Public Hearing Confirming Charges Assessed for the Abatement of Seasonal Growth of Hazardous Weeds on Respective Parcels of Land of Unimproved Private Properties Constituting a Fire Hazard**

## Recommendation

It is recommended that the City Council conduct a Public Hearing to hear any objections or protests from property owners related to the cost of abating the seasonal growth of hazardous weeds to prevent the spread of uncontrolled fires and confirm the weed clearance charges.

## Fiscal Impact

The City incurs no financial liability for the inspection or abatement of the brush and vegetation on the designated private properties. Property owners who elect not to abate vegetation fire hazards are assessed fees through the County of Los Angeles for inspection and abatement costs.

## Commission Review and Recommendation

This matter was not reviewed by a Commission.

## Background

99 South Pasadena property owners were notified by the Los Angeles County Department of Agriculture that the seasonal growth of brush and weeds on their unimproved property constitutes a fire hazard and needs to be abated. These potentially hazardous conditions need to be abated voluntarily or the County will abate them and assess the property owner for abatement costs according to the attached table of charges. Costs of abatement are added to the parcel owner's annual property tax assessment. Each property owner is mailed a notice of the charges, which includes information on the date and time of the protest hearing.

## Analysis

The vegetation management program offered through the County of Los Angeles is an efficient and effective method to mitigate the fire hazards associated with the annual growth of grass, brush, and native vegetation. Fire Department staff works closely with the Agricultural

Conformation of Charges for the Abatement of Hazardous Vegetation

July 19, 2017

Page 2 of 2

Commissioner's Office to respond to citizen questions relating to brush clearance and hazard abatement procedures.

Pursuant to State Law (Government Code Section 39574), the County of Los Angeles is required to submit to the South Pasadena City Council for confirmation a report on the cost of weed abatement. The confirmation of the attached report takes place at a Public Hearing held during a City Council Meeting. Property owners with pending weed abatement charges have an opportunity during the Public Hearing to question or receive explanation of the charges.

**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*.

Attachment: 2016 - 2017 Report on the cost of weed abatement





**COUNTY OF LOS ANGELES**



**Kurt E. Floren**  
Agricultural Commissioner  
Director of Weights and Measures

*Department of  
Agricultural Commissioner/  
Weights and Measures*

12300 Lower Azusa Road  
Arcadia, California 91006-5872  
<http://acwm.lacounty.gov>

**Richard K. Iizuka**  
Chief Deputy

July 5, 2017

The Honorable City Council  
City of South Pasadena  
1414 Mission Street  
South Pasadena, CA 91030

Council Members:

**2016-2017 REPORT ON THE COST OF WEED ABATEMENT**

Pursuant to State law, a report on the cost of weed abatement (enclosed) is being submitted to your Honorable Body for confirmation, by motion or resolution, on the 19th day of July, 2017 at the hour of 7:30 p.m. A copy of the report must be posted on or near the chamber door of the City Council at least three days prior to its submission to your Honorable Body, with a notice of the time of submission.

It is my recommendation that your Honorable Body confirm these charges.

After your Honorable Body confirms the weed abatement charges, please send a copy of the confirmation to our Weed Abatement Division at the above address.

Respectfully yours,

KURT E. FLOREN  
Agricultural Commissioner  
Director of Weights and Measures

RAYMOND B. SMITH  
Deputy Director/Bureau Chief  
Weed Hazard and Integrated Pest Management

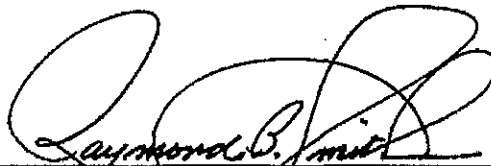
KEF:RKI:RBS:mm

Enclosures

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

Raymond B. Smith, Deputy Director, Agricultural Commissioner/Weights and Measures, Weed Abatement Division of the Agricultural Commissioner/Weights and Measures office, of the County of Los Angeles, first being sworn, on oath states:

That on or before the 13th day of July, 2017, he posted or caused to be posted, on or near the chamber door of the City Council of the City of South Pasadena, a copy of his report of the cost of noxious weed abatement on each and all of the properties described in the list hereto attached, of which the annexed is a true copy thereof, setting the 19th day of July, 2017, as the date upon which said report is to be submitted to the City Council of the City of South Pasadena for confirmation.

  
RAYMOND B. SMITH

SUBSCRIBED AND SWORN TO BEFORE ME

19th day of July, 2017

\_\_\_\_\_  
City Clerk of City of South Pasadena  
State of California

REPORT ON THE COST OF WEED ABATEMENT

TO THE CITY COUNCIL OF SOUTH PASADENA

Council Member:

Pursuant to an order heretofore made by your Honorable Body instructing this Department to abate noxious or dangerous weeds and rubbish under the provisions of the Government Code, we respectfully submit the following report on the cost of abating such noxious weeds on each separate lot or parcel of land, showing the cost of removing such weeds on each separate lot or parcel of land, or in front thereof, or both, to-wit:

(see attached)

July 19, 2017

The foregoing report was submitted to the City Council of the City of South Pasadena on the 19th day of July, 2017, for confirmation and was with all objections thereto duly received and considered, and was by said City Council confirmed, and the County Auditor is hereby ordered and instructed to enter the amounts of the respective assessment against the respective parcels of land as they appear on the current assessment roll.

CITY COUNCIL OF THE  
CITY OF SOUTH PASADENA

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF SOUTH PASADENA  
WEED ABATEMENT CHARGES

JULY 6, 2017

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
F	5308	002	064	06	654	\$41.28
F	5308	002	070	06	654	\$500.76
F	5308	002	072	06	654	\$41.28
F	5308	020	027	06	654	\$41.28
F	5308	021	001	06	654	\$41.28
F	5308	022	002	06	654	\$41.28
F	5308	022	003	06	654	\$41.28
F	5308	022	004	06	654	\$41.28
F	5308	022	005	06	654	\$41.28
F	5308	022	009	06	654	\$41.28
F	5308	023	004	06	654	\$41.28
F	5308	023	007	06	654	\$757.01
F	5308	023	015	06	654	\$600.76
F	5308	024	017	06	654	\$41.28
F	5308	024	034	06	654	\$1,013.26
F	5308	025	027	06	654	\$669.00
F	5308	027	007	06	654	\$41.28
F	5308	027	008	06	654	\$41.28
F	5308	027	016	06	654	\$41.28
F	5308	027	017	06	654	\$41.28
F	5308	027	018	06	654	\$41.28
F	5308	027	019	06	654	\$41.28
F	5308	027	020	06	654	\$41.28
F	5308	027	043	06	654	\$988.26
F	5308	027	044	06	654	\$1,469.51
F	5308	031	001	06	654	\$594.51
F	5308	031	039	06	654	\$888.26
F	5308	031	040	06	654	\$844.51
F	5308	031	041	06	654	\$763.26
F	5308	031	042	06	654	\$907.01
F	5308	031	043	06	654	\$41.28
F	5308	031	044	06	654	\$41.28
F	5308	031	046	06	654	\$41.28
F	5308	031	047	06	654	\$41.28
F	5308	031	048	06	654	\$41.28
F	5308	032	006	06	654	\$907.66
F	5308	032	009	06	654	\$751.43
F	5308	032	012	06	654	\$1,163.93
F	5308	032	043	06	654	\$41.28
F	5308	034	002	06	654	\$41.28
F	5308	034	003	06	654	\$41.28
F	5310	021	009	06	654	\$469.51
F	5310	022	003	06	654	\$594.51
F	5310	022	013	06	654	\$41.28
F	5310	026	010	06	654	\$625.76
F	5310	026	011	06	654	\$657.01
F	5311	001	018	06	654	\$41.28
F	5311	007	019	06	654	\$41.28
F	5311	008	033	06	654	\$41.28

CITY OF SOUTH PASADENA  
WEED ABATEMENT CHARGES

JULY 6, 2017

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
F	5311	008	039	06	654	\$988.26
F	5311	009	055	06	654	\$41.28
F	5311	009	056	06	654	\$41.28
F	5311	009	057	06	654	\$41.28
F	5311	009	058	06	654	\$41.28
F	5311	010	010	06	654	\$41.28
F	5311	010	012	06	654	\$41.28
F	5311	010	015	06	654	\$41.28
F	5311	010	022	06	654	\$1,719.51
F	5311	010	027	06	654	\$41.28
F	5311	010	028	06	654	\$41.28
F	5311	010	029	06	654	\$41.28
F	5311	010	030	06	654	\$41.28
F	5311	011	048	06	654	\$41.28
F	5311	014	042	06	654	\$863.26
F	5311	014	043	06	654	\$41.28
F	5311	014	048	06	654	\$41.28
F	5311	015	005	06	654	\$41.28
F	5311	015	006	06	654	\$41.28
F	5311	015	022	06	654	\$41.28
F	5311	015	023	06	654	\$41.28
F	5311	017	020	06	654	\$41.28
F	5311	017	021	06	654	\$41.28
F	5312	002	005	06	654	\$41.28
F	5312	002	007	06	654	\$41.28
F	5312	002	008	06	654	\$41.28
F	5312	002	009	06	654	\$41.28
F	5312	002	025	06	654	\$41.28
F	5312	016	014	06	654	\$1,013.26
F	5312	016	015	06	654	\$782.01
F	5312	016	016	06	654	\$41.28
F	5312	016	017	06	654	\$41.28
F	5312	017	025	06	654	\$41.28
F	5312	017	042	06	654	\$1,407.01
F	5312	017	043	06	654	\$1,050.76
F	5312	017	044	06	654	\$1,113.26
F	5312	017	049	06	654	\$1,194.51
F	5312	020	012	06	654	\$41.28
F	5312	020	022	06	654	\$41.28
F	5314	005	017	06	654	\$1,125.76
F	5314	005	021	06	654	\$41.28
F	5314	005	045	06	654	\$41.28
F	5314	006	005	06	654	\$832.01
F	5314	007	017	06	654	\$41.28
F	5314	008	014	06	654	\$713.26
F	5314	018	010	06	654	\$41.28
F	5314	026	050	06	654	\$1,250.76
F	5317	018	004	06	654	\$41.28
F	5317	022	004	06	654	\$41.28

CITY OF SOUTH PASADENA  
WEED ABATEMENT CHARGES

JULY 6, 2017

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
F	5317	026	003	06	654	\$41.28
TOTAL IMPROVED PARCELS =			0	TOTAL CHARGES		\$0.00
TOTAL UNIMPROVED PARCELS =			32	TOTAL CHARGES		\$29,219.57
TOTAL INSPECTION FEE ONLY PCLS =			67	TOTAL CHARGES		\$2,765.76
TOTAL PARCELS			99	TOTAL CHARGES		\$31,985.33



This page intentionally left blank.



# City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: July 19, 2017  
TO: Honorable Mayor and City Council  
VIA: Elaine Aguilar, Interim City Manager   
FROM: Anthony J. Mejia, Chief City Clerk   
SUBJECT: **Consideration of Whether to Transition from an At-Large Electoral System to a District-Based Electoral System for Members of the City Council**

## Recommendation

It is recommended that the City Council provide direction as follows:

1. Whether to adopt a resolution entitled “A Resolution of the City Council of the City of South Pasadena, California, declaring its intent to transition from at-large elections for City Council to district-based elections for City Council pursuant to Elections Code Section 10010.”  
OR
2. Authorize a response letter to plaintiff’s counsel, Kevin Shenkman, asserting no violation of the California Voting Rights Act (CVRA).

## Commission Review and Recommendation

This matter was not reviewed by a commission.

## Background

The City of South Pasadena currently elects its City Councilmembers through an “at-large” electoral system in which each Councilmember can reside anywhere in the South Pasadena and is elected by the voters of the entire electorate to provide citywide representation. All voters are thus insured of the opportunity to elect two or three Councilmembers every two years, resulting in a five-member City Council elected to serve the citywide purposes of the electorate.

On June 5, 2017, the City of South Pasadena (City) received a certified letter from Malibu-based attorney Kevin Shenkman, on behalf of his client Southwest Voter Registration Education Project, containing unsubstantiated allegations that the City’s at-large electoral system violates the CVRA. Mr. Shenkman alleges evidence of Latino “polarized voting” in the South Pasadena electorate and threatens litigation if the City declines to adopt a district-based electoral system.

A district-based electoral system is one in which a city is physically divided into separate districts, each with one Councilmember who resides in the district and is chosen by the voters residing in that particular district. In a district-based electoral system, voters within each district may only vote for one candidate every four years.

Due to a recent change in the law (Assembly Bill 350, amending Elections Code [EC] Section 10010) discussed in more detail below, the City must determine within 45 days of receipt of the plaintiff's threat letter: 1) whether to adopt a Resolution of Intent to initiate the transition to a district-based electoral system; or 2) assert in a response letter to the plaintiff's attorney that the record does not support a violation of the CVRA in South Pasadena. The deadline is July 20, 2017; accordingly, the City Council must decide this evening whether to adopt the attached Resolution of Intent, or whether to direct the City Attorney to send a letter to Mr. Shenkman to correct his misapprehension of the facts in South Pasadena (Attachment 3). Although the City does not believe that the record shows any Latino racially-polarized voting in South Pasadena in violation of the CVRA, Mr. Shenkman can ignore this and proceed to engage the City in costly litigation in an attempt to force a district-based electoral system, leaving South Pasadena's electoral system in the hands of the Court.

### **Analysis**

The Federal Voting Rights Act of 1965 (FVRA) requires a successful plaintiff to show that: 1) a minority group be sufficiently large and geographically compact to form a majority of the eligible voters in a single-member district; 2) there is racially-polarized voting; and 3) there is white bloc voting sufficient usually to prevent minority voters from electing candidates of their choice (*Thornburg v. Gingles, 1986*). If (and only if) all three of these "preconditions" are proven, the Court then proceeds to consider whether, under the "totality of circumstances" the votes of minority voters are diluted.

However, the CVRA prescribes an extremely light burden on the plaintiff to establish a violation. Under the CVRA, plaintiffs can prove a violation *solely* on evidence of racially-polarized voting EC Section 14027. Racially-polarized voting occurs when there is a difference between the choice of candidates preferred by voters in a protected class and the choice of candidates preferred by voters in the rest of the electorate (EC Section 14026[e]). The CVRA defines a "protected class" broadly as a class of voters who are members of a race, color, or language minority group (EC 14626[d]).

The CVRA appears to eliminate the first precondition that plaintiffs must prove that the minority group is sufficiently large and geographically compact to form a majority in a single member district (EC 14026[c]). The CVRA also eliminates the requirement that plaintiffs prove discrimination under the totality of circumstances test (EC 14028[e]). The most likely remedy in a successful CVRA action would be to order cities with an at-large electoral system to change to a district-based electoral system in which a minority group will be empowered either to elect its preferred candidates, or influence the election outcome.<sup>1</sup> However, where minority race voters are spread relatively evenly throughout a city, as is the case with Latino residents in South Pasadena, a district-based electoral system under the CVRA is equally likely to dilute the vote of a minority race that is unable to account for the majority of voters within any district boundaries. Additionally, voters in each district may only elect one candidate every four years, rather than having the opportunity to elect two or three candidates every two years.

---

<sup>1</sup> League of California Cities Analysis regarding the California Voting Rights Act, prepared by Marguerite Mary Leoni and Christopher E. Skinnell, of Nielsen, Merksamer, Parrinello, Mueller & Naylor, LLP

Mr. Sherkman purports that during the election of 2011, a Latino candidate – Art Salinas – ran for City Council and lost, despite “*receiving significant support from Latino voters*” and asserts a “*complete absence of Latinos to be elected to the City Council in recent history.*” Mr. Sherkman **fails** to recognize the successful candidacies of David Sifuentes in 2007 and Diana Mahmud in 2013, both of Latino descent. Mr. Sherkman further alleges the existence of polarized voting and threatens litigation if the City declines to adopt a district-based electoral system. In spite of Mr. Sherkman’s unsubstantiated claims, the CVRA finds that a violation may be established if it is shown that racially polarized voting occurs in elections for members of the governing body of the political subdivision or in elections incorporating other electoral choices by the voters of the political subdivision, including ballot measures (EC 14028[b]).

Approximately 20 percent of South Pasadena residents are Latino and unlike other cities where at-large elections have prevented minorities from electing candidates of their choice, the electoral history for the City Council of the City of South Pasadena demonstrates that Latino candidates have been regularly elected. Since 2007, Latinos have won two of the three times they were on the ballot. Today, the South Pasadena City Council is represented by residents from a diverse range of racial and ethnic backgrounds including Asian-American, Latino, Armenian, Italian, and Caucasian.

Despite the City’s history of inclusionary voting history, it is unknown whether analyses of other electoral choices by South Pasadena voters would identify the presence of racially-polarized voting. As a result of the lower threshold established by the CVRA, cities and other jurisdictions throughout California have been facing challenges to their at-large electoral systems, with little or no regard to whether a district-based electoral system will actually dilute minority race voting power, rather than empower it. Many of these jurisdictions have voluntarily switched to district-based electoral systems instead of facing litigation. AB 350 amended EC Section 10010 to place a cap of a maximum of \$30,000 on attorney’s fees that a plaintiff would be entitled to recover if the target city, within 45 days of receipt of the plaintiff’s threat letter, voluntarily adopts a Resolution of Intent to consider an ordinance to establish a district-based electoral system, and then actually adopts such an ordinance within 90 days following the date it adopted the Resolution of Intent.

The CVRA contains an attorney’s fees provision that entitles a prevailing plaintiff to an award of its reasonable attorney’s fees and litigation expenses, including expert witness fees. On the other hand, a prevailing defendant is not entitled to recover any costs, unless the Court finds the action to be “frivolous, unreasonable, or without foundation,” an extremely high standard.

Cities that have attempted to defend their existing at-large electoral systems under the CVRA have incurred significant legal costs, including reimbursement of the attorneys’ fees incurred by plaintiffs. Awards in these cases have reportedly ranged from approximately \$400,000 to over \$4,500,000. For example, in February 2015, the City of Santa Barbara reportedly paid \$800,000 in attorney’s fees and expert costs to settle their CVRA lawsuit. Another example is the City of Palmdale that incurred an expense in excess of \$4.5 million in its unsuccessful attempt to defend against a lawsuit brought under the CVRA.

Staff estimates that the cost to defend a CVRA lawsuit would exceed \$500,000 if successful, and could likely exceed \$2,000,000 if the plaintiff prevailed and the City was ordered to pay the plaintiff's attorney's fees. These fees and costs would be a General Fund liability which would be a significant unanticipated expense.

*Procedures for the Transition to a District-Based Electoral System*

EC Section 10010, as amended by AB 350, provides for a 90-day "safe harbor" period in which prior to the City Council's consideration of an ordinance to establish boundaries for a district-based electoral system, requires all of the following:

- 1) Prior to drawing a draft map or maps of the proposed boundaries of the districts, the City shall hold a least two (2) Public Hearings over a period of no more than thirty (30) days, at which time the public will be invited to provide input regarding the composition of the districts.
- 2) After the draft maps are drawn, the City shall publish and make available for release at least one draft map and, if members of the City Council will be elected in their districts at different times to provide for staggered terms of office, the potential sequence of the elections shall also be published.
- 3) The City Council shall also hold at least two (2) additional Public Hearings over a period of no more than forty-five (45) days, at which the public shall be invited to provide input regarding the content of the draft map or maps and the proposed sequence of elections, if applicable.
- 4) The first version of a draft map shall be published at least seven (7) days before consideration at a Public Hearing. If a draft map is revised at or following a Public Hearing, it shall be published and made available to the public for at least seven (7) days before being adopted.

A tentative timeline for the consideration and implementation of a district-based electoral system is identified in Exhibit A of Attachment 1. Public input and testimony on the composition of districts and the proposed maps are very important and all South Pasadena residents are encouraged to participate in these Hearings. The maps will be drawn by National Demographics Corporation, a professional demographer with extensive experience in the CVRA and drafting of districts.

If the City Council adopts the ordinance approving a district-based electoral system, the two Council offices for reelection in November 2018 would be elected from districts (Diana Mahmud and Michael A. Cacciotti). In November 2020, the remaining three Council offices would be elected from districts (Robert S. Joe, Marina Khubesrian M.D., and Richard D. Schneider M.D.). The offices of City Clerk and City Treasurer would remain unaffected and at-large positions.

**Fiscal Impact**

There will be significant staff time needed to transition to a district-based electoral system due to the need to conduct multiple Public Hearings and community workshops, in addition to the cost for a demographics consultant. Should the City Council determine to proceed to adopt the Resolution of Intent this evening, the City will be required to reimburse the plaintiff for its attorney's fees and costs up to \$30,000, but will not be exposed to additional legal fees in defense of a lawsuit brought under the CVRA.

**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. Letter from Kevin Shenkman, received on June 5, 2017
2. Draft Resolution of Intent to Transition to District-Based Elections
  - a. Exhibit A – Tentative Timeline for the Consideration and Implementation of a District-Based Electoral System
3. Draft Response Letter to Kevin Shenkman

This page intentionally left blank.

**ATTACHMENT 1**

Letter from Kevin Shenkman, received on June 5, 2017



28905 Wight Road  
Malibu, California 90265  
(310) 457-0970  
[kshenkman@shenkinanhughes.com](mailto:kshenkman@shenkinanhughes.com)

ATTACHMENT 1

City of South Pasadena

VIA CERTIFIED MAIL

JUN 05 2017

June 2, 2017

City Clerk's Division

Anthony Mejia  
City Clerk  
City of South Pasadena  
1414 Mission St.  
South Pasadena, CA 91030

*Re: Violation of California Voting Rights Act*

I write on behalf of our client, Southwest Voter Registration Education Project. The City of South Pasadena ("South Pasadena") relies upon an at-large election system for electing candidates to its City Council. Moreover, voting within South Pasadena is racially polarized, resulting in minority vote dilution, and therefore South Pasadena's at-large elections violate the California Voting Rights Act of 2001 ("CVRA").

The CVRA disfavors the use of so-called "at-large" voting – an election method that permits voters of an entire jurisdiction to elect candidates to each open seat. *See generally Sanchez v. City of Modesto* (2006) 145 Cal.App.4<sup>th</sup> 660, 667 ("Sanchez"). For example, if the U.S. Congress were elected through a nationwide at-large election, rather than through typical single-member districts, each voter could cast up to 435 votes and vote for any candidate in the country, not just the candidates in the voter's district, and the 435 candidates receiving the most nationwide votes would be elected. At-large elections thus allow a bare majority of voters to control every seat, not just the seats in a particular district or a proportional majority of seats.

Voting rights advocates have targeted "at-large" election schemes for decades, because they often result in "vote dilution," or the impairment of minority groups' ability to elect their preferred candidates or influence the outcome of elections, which occurs when the electorate votes in a racially polarized manner. *See Thornburg v. Gingles*, 478 U.S. 30, 46 (1986) ("Gingles"). The U.S. Supreme Court "has long recognized that multi-member districts and at-large voting schemes may operate to minimize or cancel out the voting strength" of minorities. *Id.* at 47; *see also id.* at 48, fn. 14 (at-large elections may also cause elected



officials to “ignore [minority] interests without fear of political consequences”), citing *Rogers v. Lodge*, 458 U.S. 613, 623 (1982); *White v. Register*, 412 U.S. 755, 769 (1973). “[T]he majority, by virtue of its numerical superiority, will regularly defeat the choices of minority voters.” *Gingles*, at 47. When racially polarized voting occurs, dividing the political unit into single-member districts, or some other appropriate remedy, may facilitate a minority group's ability to elect its preferred representatives. *Rogers*, at 616.

Section 2 of the federal Voting Rights Act (“FVRA”), 42 U.S.C. § 1973, which Congress enacted in 1965 and amended in 1982, targets, among other things, at-large election schemes. *Gingles* at 37; see also Boyd & Markman, *The 1982 Amendments to the Voting Rights Act: A Legislative History* (1983) 40 Wash. & Lee L. Rev. 1347, 1402. Although enforcement of the FVRA was successful in many states, California was an exception. By enacting the CVRA, “[t]he Legislature intended to expand protections against vote dilution over those provided by the federal Voting Rights Act of 1965.” *Jauregui v. City of Palmdale* (2014) 226 Cal. App. 4<sup>th</sup> 781, 808. Thus, while the CVRA is similar to the FVRA in several respects, it is also different in several key respects, as the Legislature sought to remedy what it considered “restrictive interpretations given to the federal act.” Assem. Com. on Judiciary, Analysis of Sen. Bill No. 976 (2001-2002 Reg. Sess.) as amended Apr. 9, 2002, p. 2.

The California Legislature dispensed with the requirement in *Gingles* that a minority group demonstrate that it is sufficiently large and geographically compact to constitute a “majority-minority district.” *Sanchez*, at 669. Rather, the CVRA requires only that a plaintiff show the existence of racially polarized voting to establish that an at-large method of election violates the CVRA, not the desirability of any particular remedy. See Cal. Elec. Code § 14028 (“A violation of Section 14027 *is established* if it is shown that racially polarized voting occurs ...”) (emphasis added); also see Assem. Com. on Judiciary, Analysis of Sen. Bill No. 976 (2001–2002 Reg. Sess.) as amended Apr. 9, 2002, p. 3 (“Thus, this bill puts the voting rights horse (the discrimination issue) back where it sensibly belongs in front of the cart (what type of remedy is appropriate once racially polarized voting has been shown).”)

To establish a violation of the CVRA, a plaintiff must generally show that “racially polarized voting occurs in elections for members of the governing body of the political subdivision or in elections incorporating other electoral choices by the voters of the political subdivision.” Elec. Code § 14028(a). The CVRA specifies the elections that are most probative: “elections in which at least one candidate is a member of a protected class or elections involving ballot measures,

or other electoral choices that affect the rights and privileges of members of a protected class.” Elec. Code § 14028(a). The CVRA also makes clear that “[e]lections conducted prior to the filing of an action ... are more probative to establish the existence of racially polarized voting than elections conducted after the filing of the action.” *Id.*

Factors other than “racially polarized voting” that are required to make out a claim under the FVRA – under the “totality of the circumstances” test – “are probative, but not necessary factors to establish a violation of” the CVRA. Elec. Code § 14028(e). These “other factors” include “the history of discrimination, the use of electoral devices or other voting practices or procedures that may enhance the dilutive effects of at-large elections, denial of access to those processes determining which groups of candidates will receive financial or other support in a given election, the extent to which members of a protected class bear the effects of past discrimination in areas such as education, employment, and health, which hinder their ability to participate effectively in the political process, and the use of overt or subtle racial appeals in political campaigns.” *Id.*

South Pasadena’s at-large system dilutes the ability of Latinos (a “protected class”) – to elect candidates of their choice or otherwise influence the outcome of South Pasadena’s council elections.

The election of 2011 is illustrative. In that election, a Latino candidate – Art Salinas – ran for council and lost. Mr. Salinas received significant support from Latino voters, but fell short of securing a seat in South Pasadena’s at-large election due to the bloc voting of South Pasadena’s majority non-Latino electorate. The near absence of Latino candidates willing to run in South Pasadena’s at-large election system is also indicative of the vote dilution of South Pasadena’s at large election system – the lack of Latino candidates is itself a symptom of that vote dilution. See *Westwego Citizens for Better Gov. v. City of Westwego*, 872 F.2d 1201 (5<sup>th</sup> Cir. 1989).

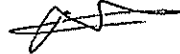
According to recent data, Latinos comprise approximately 18.6% of the population of South Pasadena. The contrast between the significant Latino proportion of the electorate and the complete absence of Latinos to be elected to the City Council in recent history is telling.

As you may be aware, in 2012, we sued the City of Palmdale for violating the CVRA. After an eight-day trial, we prevailed. After spending millions of dollars, a district-based remedy was ultimately imposed upon the Palmdale city council, with districts that combine all incumbents into one of the four districts.

Given the historical lack of Latino representation on the city council in the context of racially polarized elections, we urge South Pasadena to voluntarily change its at-large system of electing council members. Otherwise, on behalf of residents within the jurisdiction, we will be forced to seek judicial relief. Please advise us no later than July 21, 2017 as to whether you would like to discuss a voluntary change to your current at-large system.

We look forward to your response.

Very truly yours,



Kevin I. Shenkman

This page intentionally left blank.

**ATTACHMENT 2**  
Draft Resolution of Intent

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DECLARING ITS INTENT TO TRANSITION FROM AT-LARGE ELECTIONS FOR CITY COUNCIL TO DISTRICT-BASED ELECTIONS FOR CITY COUNCIL PURSUANT TO ELECTIONS CODE SECTION 10010**

**WHEREAS**, members of the City Council of the City of South Pasadena (City) are currently elected in “at-large” elections, in which each City Councilmember is elected by the registered voters of the entire City; and

**WHEREAS**, Government Code Section 34886 in certain circumstances, authorizes the legislative body of a city of any population to adopt an ordinance to change its method of election from an “at-large” system to a “by-district” system in which each Councilmember is elected only by the voters in the district in which the Councilmember resides; and

**WHEREAS**, the City received a certified letter on June 5, 2017, from Kevin I. Shenkman, Esq., on behalf of his client Southwest Voter Registration Education Project, containing unsubstantiated allegations that the City’s at-large electoral system violates the California Voting Rights Act (CVRA) and threatening litigation if the City declined to adopt a district-based electoral system; and

**WHEREAS**, the City has a history of inclusionary voting as Latino candidates have been regularly elected to the City Council. Since 2007, Latinos have won two of the three times they were on the ballot, serving a total of 8 out of 10 years. Today, the City Council is represented by residents from a diverse range of racial and ethnic backgrounds including Asian-American, Latino, Armenian, Italian, and Caucasian; and

**WHEREAS**, the City denies that its election system violates the CVRA or any other provision of law and asserts that South Pasadena’s electoral system is legal in all respects and further denies any wrongdoing whatsoever in connection with the manner in which it has conducted its City Council elections; and

**WHEREAS**, although the letter was not accompanied by any evidence to support the claim of a CVRA violation, the City Council has concluded that the public interest would be better served by transitioning to a district-based electoral system because: 1) the extraordinary cost to defend against a CVRA lawsuit, 2) the risk of losing such a lawsuit would require the City to pay prevailing plaintiff’s attorney’s fees, and 3) reimbursable costs and attorney’s fees are capped at a maximum of \$30,000 by following the procedures set forth in Elections Code Section 10010 as amended by Assembly Bill 350; and

**WHEREAS**, prior to the City Council's consideration of an ordinance to establish boundaries for a district-based electoral system, Elections Code Section 10010 requires all of the following:

- 1) Prior to drawing a draft map or maps of the proposed boundaries of the districts, the City shall hold at least two (2) Public Hearings over a period of no more than thirty (30) days, at which the public will be invited to provide input regarding the composition of the districts.
- 2) After all draft maps are drawn, the City shall publish and make available for release at least one draft map and, if members of the City Council will be elected in their districts at different times to provide for staggered terms of office, the potential sequence of the elections shall also be published.
- 3) The City Council shall also hold at least two (2) additional Public Hearings over a period of no more than forty-five (45) days, at which the public shall be invited to provide input regarding the content of the draft map or maps and the proposed sequence of elections, if applicable.
- 4) The first version of a draft map shall be published at least seven (7) days before consideration at a Public Hearing. If a draft map is revised at or following a Public Hearing, it shall be published and made available to the public for at least seven (7) days before being adopted.

**WHEREAS**, the City will be utilizing the services of a professional demographer to assist the City to develop a proposal for a district-based electoral system; and

**WHEREAS**, the adoption of a district-based electoral system will not affect the terms of any sitting Councilmember, each of whom will serve out his or her current term.

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

**SECTION 1.** The City Council hereby resolves to consider adoption of an ordinance to transition to a district-based electoral system as authorized by Government Code Section 34886 for use in the City's General Municipal Election for Members of the City Council beginning in November 2018.

**SECTION 2.** The City Council directs the City Clerk and City Attorney to work with a professional demographer, and other appropriate consultants as needed, to provide a detailed analysis of South Pasadena's current demographics and any other information or data necessary to prepare a draft map that divides South Pasadena into voting districts in a manner consistent with the intent and purpose of the CVRA and the Federal Voting Rights Act.

**SECTION 3.** The City Council hereby approves the tentative timelines as set forth in Exhibit A, attached to and made part of this resolution, for conducting a public process to solicit public input and testimony on proposed district-based electoral maps before adopting any such map.

**SECTION 4.** The timeline contained in Exhibit A may be adjusted by the City Clerk as deemed necessary, provided that such adjustments shall not prevent the City from complying with the time frames specified by Elections Code Section 10010.

**SECTION 5.** The City Council directs the City Clerk to post information regarding the proposed transition to a district-based electoral system on the City's website, including maps, notices, agendas and other information.

**SECTION 6.** 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 19<sup>th</sup> day of July, 2017.

\_\_\_\_\_  
Michael A. Cacciotti, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Evelyn G. Zneimer, City Clerk  
(seal)

\_\_\_\_\_  
Teresa L. Highsmith, City Attorney



**I HEREBY CERTIFY** the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 19<sup>th</sup> day of July, 2017, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

---

Evelyn G. Zneimer, City Clerk  
(seal)

EXHIBIT A

**TENTATIVE TIMELINE FOR THE  
CONSIDERATION AND IMPLEMENTATION OF A  
DISTRICT-BASED ELECTORAL SYSTEM**

**Day 1**

07/19/2017: City Council Meeting to introduce topic and adoption of the Resolution of Intent to transition from at-large to district-based elections.

CVRA Action cannot be commenced for 90 days (Safe Harbor Period).

**Day 24**

08/12/2017: Public Hearing #1: Saturday Community Workshop to seek community input on “communities of interest” and the composition of districts.

**Day 28**

08/16/2017: Public Hearing #2: City Council Meeting to seek community input and to provide direction on “communities of interest” and the composition of districts.

**Day 45**

09/02/2017: Optional: Saturday Community Workshop to seek community input on the content of the proposed draft district maps and sequence of elections.

**Day 49**

09/06/2017: Public Hearing #3: City Council Meeting to seek community input and to provide direction on the content of the proposed draft maps and sequence of elections.

**Day 63**

09/20/2017: Public Hearing #4: City Council Meeting to select a preferred district map and to introduce an ordinance to transition to district-based elections.

**Day 77**

10/04/2017: City Council Meeting to adopt an ordinance to transition to district-based elections.

**Day 90**

10/17/2017: Safe Harbor Period Ends & CVRA action could be filed.

**ATTACHMENT 3**  
Draft Response Letter to Kevin Shenkman

790 E. Colorado Boulevard, Suite 850  
Pasadena, CA 91101-2109  
Voice (213) 542-5700  
Fax (213) 542-5710

**COLANTUONO**  
**HIGSMITH**  
**WHATLEY, PC**

Teresa L. Highsmith  
(213) 542-5703  
THighsmith@chwlaw.us

Our File No. 49063.0009

July 19, 2017

**ATTACHMENT 3**

**VIA CERTIFIED MAIL**

Kevin Shenkman  
28905 Wright Road  
Malibu, CA 90265

Re: City's Response Letter to Allegations of Violation of CVRA

Dear Mr. Shenkman:

Our office represents the City of South Pasadena as its City Attorney. We have been forwarded a copy of your June 2, 2017 letter to Chief City Clerk, Anthony Mejia, for initial response.

The City agrees with you that efforts should always be taken to ensure all voters have an equal voice in selecting the representatives of their choice. Dilution of the minority vote can still occur in a district-based electoral system, particularly where the minority race is spread evenly across a city. If there are an insufficient number of eligible minority race voters to produce an effective minority-majority "block" vote in any district, the result would be the actual *dilution* of the minority race's ability to elect a candidate of their choice. The resulting dilution would be further compounded by the fact that the minority race would only have one chance every four years to elect a candidate of their choice, as opposed to the opportunity to elect two or three candidates of their choice every two years. Such would be the situation in South Pasadena, resulting in real harm to our Latino community by the unintended consequences of an unfounded and incorrect conclusion that racially polarized voting occurs among Latinos in South Pasadena.

In fact, several of the statements in your June 2, 2017 form letter are factually incorrect, and therefore offer no support for your assertion of Latino polarized voting in South Pasadena. Contrary to your assertion that there is a "complete absence of Latinos

July 19, 2017

Page 2

to be elected to the City Council in recent history," Councilmember Diana Mahmud, who just completed her 2016 term as Mayor of South Pasadena, is Latina, and in fact, identified as such in her written candidate profile when she was elected in 2013. South Pasadena is a very inclusive and racially diverse community where the values of the City are to support and safeguard the civil rights, safety and dignity of all residents, regardless of their membership in a protected class, or their economic or social status, as reflected in Resolution No. 7491, adopted in December 2016. (Copy attached).

Your letter also failed to recognize that candidate David Sifuentes, who is also of Latino descent, was elected in 2007, and served on the Council until 2011. Further, you offer absolutely no evidence to support your assertion of any Latino racially polarized voting regarding Art Salinas in 2011. In fact, regression analysis methodology which looks at the racial makeup of who actually voted for Mr. Salinas by precinct reveals no racially polarized voting whatsoever. The record in South Pasadena will demonstrate that in the past 10 years, no Latino polarized voting has occurred and that two out of three Latino candidates have, in fact, been elected to City Council.

Regardless of the whether the CVRA recognizes the *Gingles* test<sup>1</sup>, attempting to force a district-based electoral system, where the result will actually be the dilution of the minority vote you purport to protect, would be completely inconsistent with the stated mission of your client, e.g., "to empower Latinos and other minorities by increasing their participation in the American democratic process."<sup>2</sup> Based on the facts and the relatively even spread of Latino voters throughout the various precincts, attempting to create five districts in the City of South Pasadena would almost certainly dilute the Latino voters' existing ability and success under the at-large system of voting to elect candidates of Latino race. This is because there is no district that could be drawn to encompass anywhere close to a plurality, let alone a sufficient majority, of Latino voters to ensure the likelihood of even a single election of a Latino candidate once every four years. Your client's motto, "Su Voto Es Su Voz" would not be served by any further attempts to dilute the vote and voice of Latino residents in South Pasadena by attempting to coerce a change to a district-based electoral system.

---

<sup>1</sup> *Thornburg v. Gingles* 478 US 30 (1986)

<sup>2</sup> See Southwest Voter Registration Education Project website at: [svrep.org/about\\_svrep.php](http://svrep.org/about_svrep.php)

July 19, 2017

Page 3

We respectfully suggest that you take a second look at the evidence and your conclusions before we can discuss further whether the City should consider a change to a district-based electoral system. After you have done so, please advise us in writing of what facts you have discovered which would support any assertion that a district-based electoral system would actually benefit the South Pasadena Latino electorate by enhancing their voting power and the City will consider doing so.

Very truly yours,



Teresa L. Highsmith, Esq.

TLH:th

# City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: July 19, 2017  
TO: Honorable Mayor and City Council  
VIA: Elaine Aguilar, Interim City Manager   
FROM: Anthony J. Mejia, Chief City Clerk   
SUBJECT: **First Reading and Introduction of an Ordinance to Amend the South Pasadena Municipal Code to Establish City Campaign Contribution Regulations**

## Recommendation

It is recommended that the City Council 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, adding a new Article XIV to Chapter 2 (Administration) to the South Pasadena Municipal Code establishing City Campaign Contribution Regulations."

## Fiscal Impact

There is no fiscal impact.

## Commission Review and Recommendation

This matter was not reviewed by a Commission.

## Background

On October 7, 2015, then Mayor Pro Tem Mahmud, seconded by then Councilmember Schneider, requested that staff agendize consideration of developing local campaign contribution limits.

On March 2, 2016, the City Council discussed and provided direction to staff regarding the development of local campaign contribution limits, including utilizing the City of Cudahy's ordinance as a model and limiting individual campaign contributions to \$1,000 (Attachment 1-Meeting Minutes).

## Analysis

Enacted in 1974, the Political Reform Act sought to end corruption by reducing the amount of money spent in elections and eliminating secret and anonymous contributions. With the advent of the law, the campaign activities and the personal financial affairs of state and local officials were subjected to greater public scrutiny. The initiative directed that the law be enforced by the newly created Fair Political Practices Commission (FPPC). The FPPC has primary responsibility for the impartial administration of the Political Reform Act.

A local jurisdiction may enact a campaign ordinance that provides for additional or different campaign requirements for committees active exclusively in its jurisdiction as long as the provisions are stricter than those in the California Political Reform Act.

California currently has 482 incorporated cities, of which 141 cities have enacted local campaign ordinances. Each set of regulations vary in purpose, contribution limitations, and disclosure requirements. All local campaign ordinances on file with the FPPC can be viewed online at: [www.fppc.ca.gov/the-law/local-ordinances.html](http://www.fppc.ca.gov/the-law/local-ordinances.html).

Typically, cities enact local campaign ordinances to place realistic and enforceable limits on campaign contributions and expenditures, to ensure fairness and full disclosure, to provide an opportunity for citizens to become candidates for public office unhindered by exorbitant campaign costs, and to prevent the reality or perception of undue influence over elected officials.

#### Draft Ordinance

The draft Ordinance (Attachment 2) sets an individual campaign contribution limit of \$1,000; prohibits a city official from exercising his or her position to induce or coerce contributions or gifts; prohibits a city official from soliciting and accepting campaign contributions for one year after approving a permit or rendering a discretionary decision, including from municipal franchisees and collective bargaining or employment agreement representatives ; and restricts all city candidates from soliciting and accepting contributions and gifts from city employees, unless such contribution is unsolicited and voluntary.

#### Alternative Ordinance

City staff is concerned that the draft ordinance may be overly complex and restrictive, may create an undue burden for city officials, and maybe difficult to enforce. The alternative ordinance (Attachment 3) attempts to simplify the proposed regulations by establishing an individual campaign contribution limit of \$1,000.

#### *Sec. 2.99-44. Prohibition against solicitation of contributions, gifts, or loans.*

Staff recommends eliminating Section 2.99-44, the prohibition related to a city official exercising his or her position/authority to induce or coerce campaign contributions or gifts. Staff contends that allegations of violation would likely require staff to conduct personal interviews with associated parties and would result in staff attempting to make a subjective determination whether a violation occurred. In addition, state law already criminalizes city and state officials for bribery, coercion, and malfeasance, thereby making this prohibition redundant.

#### *Sec. 2.99-45. Prohibition against soliciting or accepting campaign contributions for one (1) year after approving a permit or rendering a discretionary decision.*

Staff is concerned that Section 2.99-45, the prohibition related to “approving a permit or rendering a discretionary decision” may cause city officials to unintentionally violate the ordinance. The city official would be responsible for maintaining a listing of all persons with an ownership interest in matters related to: (1) a license, permit, or land use entitlement; (2) contract for services, goods, or equipment; (3) municipal franchise agreement; or (4) labor group and employment agreement



representatives. It would be inadvisable for staff to attempt to maintain such a listing on behalf of the city official(s) as it would be time-consuming, may be misconstrued as assisting the city official with campaign activities, and prone to error. In addition, it may be difficult or impossible for a city official to determine all persons who have an ownership interest in the permit or discretionary decision as the model ordinance does not establish a minimum ownership threshold.

*Sec. 2.99-46. Prohibition against solicitation of contributions and gifts from city employees.*

Staff suggests eliminating Section 2.99-46, a prohibition against a city candidate soliciting contributions from a city employee. Staff finds that there is no history of city candidates attempting to directly solicit contributions from city employees in a manner of undue influence. In addition, staff finds that enforcement of this prohibition would be difficult as it would be necessary for staff to determine whether that city candidate had knowledge that the person was a city employee at the time of solicitation.

*Reconsideration in the Future*

If the City Council elects to adopt the alternative ordinance and later finds that any of the eliminated provisions become necessary, the City Council may at any time reconsider the ordinance and modify as necessary.

**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. Minutes of the City Council Meeting of March 2, 2016
2. Draft Ordinance
3. Alternative Ordinance, contribution limit only
4. Pasadena Star News Article, dated July 6, 2017

This page intentionally left blank.

**ATTACHMENT 1**  
City Council Minutes

**ACTION/DISCUSSION****15. Authorize a Letter of Opposition to Senate Bill 876 (Liu), Enforcement of Local Ordinances Regarding Homelessness**

Police Captain Solinsky presented the staff report and responded to City Council inquiries.

Mayor Mahmud opened the Public Comment period.

Kim Hughes, South Pasadena resident, voiced support for opposing Senate Bill (SB) 876, noting that the language is vague and that the City has received little funding to assist with homelessness.

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

Mayor Mahmud noted that Senate Pro Tem De León will be proposing legislation to fund housing for the homeless; opined that SB 876 will hinder the Police Department's ability to ensure quality of life for residents.

MOTION BY COUNCILMEMBER KHUBESRIAN, SECOND BY MAYOR PRO TEM CACCIOTTI, CARRIED 5-0, to authorize submitting a letter opposing Senate Bill 876 (SB 876), Enforcement of Local Ordinances regarding homelessness.

**16. Consideration of Developing Local Campaign Contribution Limits**

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

Mayor Mahmud opened the Public Comment period.

Gavin Wasserman, member of the Fair Political Practices Commission (FPPC), commended the City Council for exploring the possibility of adopting a local Campaign Contribution Limits Ordinance; advised that the FPPC and Legislature will be reviewing the Political Reform Act and desires to hear from local jurisdictions regarding improvements. In response to City Council inquiry, Mr. Wasserman encouraged the City Council and staff to contact the FPPC to learn more about enforcement of regulations.

William Sherman, South Pasadena resident, voiced support for establishing a local Campaign Contribution Limit of \$250 and utilizing similar prohibitions as the City of Cudahy; expressed support for a one dollar per resident voluntary expenditure limit; suggested that the City Council should also explore term limits.

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

In response to City Council inquiries, City Attorney Highsmith advised that the City Council is limited to prohibiting the solicitation and acceptance of campaign contributions; advised that the City Council may establish a prohibition of accepting campaign contributions from public employees.

In response to City Council inquiries, Chief Deputy City Clerk Mejia and City Attorney Highsmith advised that alleged violations of a local ordinance would be investigated by the City Attorney's Office, as the FPPC will not take enforcement responsibility for local regulations.

Mayor Mahmud expressed support for adopting regulations which prohibits the solicitation and acceptance of contributions from business in contract with the City.

Councilmember Khubesrian expressed support for utilizing the City of Cudahy as a model ordinance and to move forward with a \$1,000 campaign contribution limit.

Mayor Pro Tem Cacciotti expressed support for the City of Cudahy model ordinance, recommending that the three month prohibition regarding the granting of permits or rendering a decision be increased to a one year prohibition.

Councilmember Schneider expressed support for establishing a campaign contribution limit of \$250, suggesting that it will help ensure that local campaigns remain affordable.

Mayor Mahmud noted that City contract are often multi-year and therefore a prohibition should be enacted from accepting campaign contribution from any company that is currently doing business with the City; suggested that a contribution limit of \$500 be established.

MOTION BY COUNCILMEMBER KHUBESRIAN, SECOND BY MAYOR PRO TEM CACCIOTTI, CARRIED 5-0, utilize the City of Cudahy's Campaign Contribution Limit ordinance as a model ordinance with the addition that there be a prohibition against acceptance of campaign contributions from business or individuals under contract with the City.

MOTION BY COUNCILMEMBER KHUBESRIAN, SECOND BY MAYOR PRO TEM CACCIOTTI, CARRIED 3-2 (COUNCILMEMBER SCHNEIDER AND MAYOR MAHMUD VOTING NO), to limit individual campaign contribution to \$1,000.

**17. Consideration of Modifying Eligibility Requirements for City Boards, Commissions, and Committees**

Chief Deputy City Clerk Mejia presented the staff report.

Mayor Mahmud opened the Public Comment period.

This page intentionally left blank.

**ATTACHMENT 2**  
**Draft Ordinance**

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ADDING A NEW ARTICLE XIV TO CHAPTER 2 (ADMINISTRATION) TO THE SOUTH PASADENA MUNICIPAL CODE ESTABLISHING CITY CAMPAIGN CONTRIBUTION REGULATIONS**

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

**SECTION 1.** Chapter 2 (Administration) of the South Pasadena Municipal Code is hereby amended by the addition of the following Article XIV (Campaign Contribution Regulations) which shall read as follows:

**ARTICLE XIV. CAMPAIGN CONTRIBUTION REGULATIONS**

**Sec. 2.99-41 Purpose and intent.**

- (a) It is the purpose and intent of this chapter:
  - (1) To promote integrity, honesty, fairness, and transparency in municipal election campaigns.
  - (2) To prevent corruption, or the appearance of corruption, which results from the real or imagined influence of large contributions on the conduct or actions of candidates elected to office.
  - (3) To ensure a level of discussion of public issues adequate for a viable campaign by providing voters with the information necessary to make an assessment of each candidate before voting.
  - (4) To place realistic and enforceable limits on the amounts Persons may contribute in municipal election campaigns.
  - (5) To provide full and fair enforcement of all the provisions of this chapter.
- (b) By enacting this chapter, the city council does not intend to deprive or restrict any person of the exercise of rights guaranteed under the United States Constitution or the California Constitution.
- (c) The city council takes specific notice of the findings and declarations made in the Political Reform Act and finds and declares them applicable to South Pasadena and a basis for enacting this chapter.



**Sec. 2.99-42 Definitions.**

- (a) For the purpose of this chapter, certain words and phrases are defined, and the definitions set forth as follows shall apply to the provisions of this chapter unless it is apparent from the context that a different meaning is necessarily intended.
- (1) "city" means City of South Pasadena, a California municipal corporation.
  - (2) "city candidate" means any person who is a candidate for an elected city office or who is an elected city official and who is the subject of a recall election.
  - (3) "city official" includes: (i) any elected or appointed city officeholder, including any city officeholder elected but not yet sworn in; and (ii) any "public official" of the city as the term "public official" is defined under Government Code section 82048.
  - (4) "campaign committee" means any person or combination of persons formed for the purpose of promoting or opposing the election or reelection of a person to city elected office who directly or indirectly, (i) receives contributions, or (ii) makes independent expenditures or (iii) makes contributions at the behest of any city candidate. A campaign committee includes any "controlled committee" within the meaning of Government Code section 82016, any "general purpose committee" within the meaning of Government Code section 82027.5, any "primarily formed committee" within the meaning of Government Code section 82047.5, any "sponsored committee" within the meaning of Government Code section 82048.7, or political action committee..
  - (5) "contribution" shall have the same meaning as set forth under Government Code section 82015.
  - (6) "excessive contribution" means any contribution accepted in violation of section 2.99-36 or which would cause the total amount of contributions from a single donor to exceed the contribution limitations set forth in this chapter.
  - (7) "gift" shall have the same meaning as set forth under Government Code section 82028.
  - (8) "loan" means the temporary transfer of money or goods for the personal use of an individual with the exception that the money or goods will be returned.
  - (9) "person" means any natural person; any corporation of any variety; any limited liability company; any partnership of any variety; any sole

proprietorship; any joint venture or like commercial venture or partnership; any trust; any independent contractor; or any organization or association of persons of any variety and formed for any purpose, including, but not limited to, any collective bargaining group or labor association.

**Sec. 2.99-43 Campaign contribution limitations.**

- (a) No city candidate, or his or her campaign committee, shall solicit or accept any contribution from any person which would cause the total amount contributed by such person, with respect to any single election, when combined, to exceed the sum of one thousand dollars (\$1,000).
- (b) The provisions of subsection A of this section shall not apply to contributions from a city candidate or from his or her immediate family to any campaign committee connected with that city candidate, nor to the expenditure, by the city candidate, of his or her personal funds. For purposes of this section, "immediate family" means a candidate's spouse or domestic partner, and/or dependent children.

**Sec. 2.99-44 Prohibition against solicitation of contributions, gifts, or loans.**

- (a) It shall be unlawful for any city official to use his or her office or position, or exercise the power or authority of his or her office or position, in any manner intended by the city official to induce or coerce any of the following entities to make a contribution, gift or loan to the city official or to any campaign committee controlled by the city official:
  - (1) any person currently under contract with the city to provide any service, goods, or equipment to the city in exchange for compensation paid by the city;
  - (2) any person who has a proposal or bid pending before the city for the award of a contract to provide the city with any service, goods, or equipment in exchange for compensation paid by the city;
  - (3) any person who has just been awarded a contract to provide the city with any service, good, or equipment but has yet to execute a contract for the same;
  - (4) any person who is a party to any municipal franchise agreement for the city (such as, but not limited to, solid waste handling services, transportation services, and the like);
  - (5) any person who has a proposal or bid pending before the City for the award of any municipal franchise;

- (6) any person who has been awarded a municipal franchise but has yet to execute a franchise agreement with the city;
- (7) any person directly responsible for representing any represented or unrepresented employee or group of employees of the city in negotiations with the City regarding hourly wages, salary, benefits (including pension benefits, retirement benefits, medical benefits, and other benefits or perks provided by the city in lieu of wages or salaries), and other workplace conditions;
- (8) any person directly responsible for representing any represented or unrepresented employee or group of employees employed by a public agency under contract with the city to provide a municipal service to the City or its residents.

**Sec. 2.99-45 Prohibition against soliciting or accepting campaign contributions for one (1) year after approving a permit or rendering a discretionary decision.**

- (a) No city official, or his or her campaign committee, shall solicit or accept any contribution, gift, or loan from any person for a period of one (1) year following the date final action is taken in any of the following varieties of matters in which the city official participated in the deliberation and/or vote of the city council or during the time such matter are pending:
  - (1) any proceeding to approve or deny a license, permit, or land use entitlement in which the contributor, gift giver, or lender was the applicant or a natural person with an ownership interest in the application or is the owner of the real property parcel for which the license, permit, or land use entitlement corresponds;
  - (2) any proceeding to award a contract to provide services, goods, or equipment to the city in exchange for compensation paid by the City wherein the contributor, gift giver, or lender was the person awarded the contract or has an ownership interest in the award of the contract or wherein the entity awarded the contract is a subsidiary entity owned or otherwise controlled by the contributor, gift giver, or lender;
  - (3) any proceeding to award a municipal franchise agreement wherein the contributor, gift giver, or lender was the person awarded the franchise or has an ownership interest in the franchise or is a subsidiary entity owned or otherwise controlled by the contributor, gift giver, or lender;

- (4) any proceeding to approve a collective bargaining agreement or employment agreement in which the person making the contribution or loan represents the represented or unrepresented employee(s) covered under the collective bargaining agreement or employment agreement;
  - (5) any proceeding to take action on the approval, renewal, or termination of an agreement in which another public agency will provide a municipal service to the city wherein the person making the contribution, gift, or loan is the collective bargaining representative of the employees who will perform the municipal service on behalf of the public agency.
- (b) For purposes of this section, a city official participates in a proceeding if he or she is counted as part of a quorum when a matter is deliberated and/or acted upon. Persons who abstain on the matter but remain on the dais shall still be considered part of the quorum. Only recusal and departure from the city council chamber while the matter is being decided upon shall constitute non-participation. Absence from a meeting in which the subject matter was decided and deliberated upon shall also qualify as non-participation.
  - (c) For purposes of this section, members of the public, other than the applicant, the contractor, or direct recipient of approval, who expresses an opinion to the city council through direct public comment, through testimony at a public hearing, or in writing shall not be affected by this section.

**Sec. 2.99-46 Prohibition against solicitation of contributions and gifts from city employees.**

- (a) It is unlawful for any city candidate, or his or her campaign committee, to demand or otherwise solicit a contribution or gift from a city employee with knowledge that the person from whom the contribution or gift is solicited is a city employee.
- (b) Nothing in this section shall not prohibit a city candidate, or his or her campaign committee, from soliciting contributions from city employees in instances where the city employee has voluntarily requested to be placed on a solicitation list or where the solicitations takes the form of a blanket solicitation made to the general public (e.g., the mass mailing, door-to-door distribution, or electronic mail distribution of campaign materials which may include requests for contributions to city residents or the city residents with a particular party affiliation).
- (c) Nothing in this section shall prohibit a city employee from making an unsolicited, voluntary contribution to a city candidate or any campaign committee controlled by the city candidate, and nothing in this section shall prohibit the acceptance of an unsolicited, voluntary contribution from a city employee.

**Sec. 2.99-47 Return of excessive contributions.**

The city candidate, or his or her campaign committee, in receipt of any excessive contribution shall, within 72 hours of receipt thereof, return any such excessive contribution to the donor. In the event an excessive contribution is received and reported in the campaign statement, the recipient shall, within 72 hours of notification by the city clerk, return such excessive contribution to the donor; if such excessive contribution is not returned within 72 hours, the recipient shall, within five (5) calendar days, transmit to the city clerk for deposit in the city treasury a sum equal to such excess.

**Sec. 2.99-48 City clerk responsibilities.**

(a) In addition to other duties required by law, the city clerk shall:

- (1) furnish a copy of this chapter to all qualified city candidates during the nomination period for city office.
- (2) determine whether required statements and declarations have been filed timely and, if so, whether they conform on their face with the requirements of this chapter.
- (3) promptly notify city candidates, or his or her campaign committee, of any errors in their statements or of failure to file.
- (4) report, in writing, apparent violations of this chapter to the city attorney.

**Sec. 2.99-49 Criminal misdemeanor actions.**

- (a) The city attorney, or the designated and appointed legal representative for the city, shall investigate and where deemed appropriate prosecute any violation of this chapter.
- (b) Any person who violates any provision of this chapter is guilty of a misdemeanor. Any person who causes any other person to violate any provision of this chapter, or who aids and abets any other person in the violation of any provisions of this chapter, shall be liable under the provisions of this section.

**Sec. 2.99-50 Civil actions.**

- (a) Any person who intentionally or negligently violates any provision of this chapter shall be liable in a civil action brought by the city attorney or by a person residing within the city for an amount not more than three times the amount of the unlawful contribution.

(b) If two or more persons are responsible for any violation, they shall be jointly and severally liable.

(c) No civil action alleging a violation of any provision of this chapter shall be filed more than one (1) year after the date the violation occurred.

**Sec. 2.99-51 Injunctive Relief.**

The city attorney or any person residing in the city may sue for injunctive relief to enjoin violations or to compel compliance with the provisions of this chapter.

**Sec. 2.99-52 Cost of litigation.**

The court may award to a plaintiff or defendant who prevails in any action authorized by this chapter his or her costs of litigation, including reasonable attorneys' fees; provided, however, no costs of litigation or attorneys' fees shall be awarded against the city.

**Sec. 2.99-53 Construction of Provisions.**

This chapter shall be in addition to all other city and state laws applicable to municipal elections. Unless the contrary is stated or clearly appears from the context, the definitions and terms set forth in the Government Code shall govern the interpretations of terms used in this chapter. This chapter shall be construed liberally in order to effectuate its purpose.

**SECTION 2. CEQA.** The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it can be seen with certainty that there is no possibility that it will have a significant effect on the environment.

**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.

**PASSED, APPROVED, AND ADOPTED ON** this \_\_\_ day of \_\_\_\_, 2017.

\_\_\_\_\_  
Michael A. Cacciotti, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Evelyn G. Zneimer, City Clerk  
(seal)

\_\_\_\_\_  
Teresa L. Highsmith, City Attorney

Date: \_\_\_\_\_

**I HEREBY CERTIFY** the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 16<sup>th</sup> day of August, 2017, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

\_\_\_\_\_  
Evelyn G. Zneimer, City Clerk  
(seal)

This page intentionally left blank.



**ATTACHMENT 3**  
**Alternative Ordinance**

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ADDING A NEW ARTICLE XIV TO CHAPTER 2 (ADMINISTRATION) TO THE SOUTH PASADENA MUNICIPAL CODE ESTABLISHING CITY CAMPAIGN CONTRIBUTION REGULATIONS**

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

**SECTION 1.** Chapter 2 (Administration) of the South Pasadena Municipal Code is hereby amended by the addition of the following Article XIV (Campaign Contribution Regulations) which shall read as follows:

**ARTICLE XIV. CAMPAIGN CONTRIBUTION REGULATIONS**

**Sec. 2.99-41 Purpose and intent.**

- (a) It is the purpose and intent of this chapter:
  - (1) To promote integrity, honesty, fairness, and transparency in municipal election campaigns.
  - (2) To prevent corruption, or the appearance of corruption, which results from the real or imagined influence of large contributions on the conduct or actions of candidates elected to office.
  - (3) To ensure a level of discussion of public issues adequate for a viable campaign by providing voters with the information necessary to make an assessment of each candidate before voting.
  - (4) To place realistic and enforceable limits on the amounts Persons may contribute in municipal election campaigns.
  - (5) To provide full and fair enforcement of all the provisions of this chapter.
- (b) By enacting this chapter, the city council does not intend to deprive or restrict any person of the exercise of rights guaranteed under the United States Constitution or the California Constitution.
- (c) The city council takes specific notice of the findings and declarations made in the Political Reform Act and finds and declares them applicable to South Pasadena and a basis for enacting this chapter.

**Sec. 2.99-42 Definitions.**

- (a) For the purpose of this chapter, certain words and phrases are defined, and the definitions set forth as follows shall apply to the provisions of this chapter unless it is apparent from the context that a different meaning is necessarily intended.
- (1) "city" means City of South Pasadena, a California municipal corporation.
  - (2) "city candidate" means any person who is a candidate for an elected city office or who is an elected city official and who is the subject of a recall election.
  - (3) "city official" includes: (i) any elected or appointed city officeholder, including any city officeholder elected but not yet sworn in; and (ii) any "public official" of the city as the term "public official" is defined under Government Code section 82048.
  - (4) "campaign committee" means any person or combination of persons formed for the purpose of promoting or opposing the election or reelection of a person to city elected office who directly or indirectly, (i) receives contributions, or (ii) makes independent expenditures or (iii) makes contributions at the behest of any city candidate. A campaign committee includes any "controlled committee" within the meaning of Government Code section 82016, any "general purpose committee" within the meaning of Government Code section 82027.5, any "primarily formed committee" within the meaning of Government Code section 82047.5, any "sponsored committee" within the meaning of Government Code section 82048.7, or political action committee..
  - (5) "contribution" shall have the same meaning as set forth under Government Code section 82015.
  - (6) "excessive contribution" means any contribution accepted in violation of section 2.99-36 or which would cause the total amount of contributions from a single donor to exceed the contribution limitations set forth in this chapter.
  - (7) "gift" shall have the same meaning as set forth under Government Code section 82028.
  - (8) "loan" means the temporary transfer of money or goods for the personal use of an individual with the exception that the money or goods will be returned.
  - (9) "person" means any natural person; any corporation of any variety; any limited liability company; any partnership of any variety; any sole

proprietorship; any joint venture or like commercial venture or partnership; any trust; any independent contractor; or any organization or association of persons of any variety and formed for any purpose, including, but not limited to, any collective bargaining group or labor association.

**Sec. 2.99-43 Campaign contribution limitations.**

- (a) No city candidate, or his or her campaign committee, shall solicit or accept any contribution from any person which would cause the total amount contributed by such person, with respect to any single election, when combined, to exceed the sum of one thousand dollars (\$1,000).
- (b) The provisions of subsection A of this section shall not apply to contributions from a city candidate or from his or her immediate family to any campaign committee connected with that city candidate, nor to the expenditure, by the city candidate, of his or her personal funds. For purposes of this section, "immediate family" means a candidate's spouse or domestic partner, and/or dependent children.

**Sec. 2.99-44 Return of excessive contributions.**

The city candidate, or his or her campaign committee, in receipt of any excessive contribution shall, within 72 hours of receipt thereof, return any such excessive contribution to the donor. In the event an excessive contribution is received and reported in the campaign statement, the recipient shall, within 72 hours of notification by the city clerk, return such excessive contribution to the donor; if such excessive contribution is not returned within 72 hours, the recipient shall, within five (5) calendar days, transmit to the city clerk for deposit in the city treasury a sum equal to such excess.

**Sec. 2.99-45 City clerk responsibilities.**

- (a) In addition to other duties required by law, the city clerk shall:
  - (1) furnish a copy of this chapter to all qualified city candidates during the nomination period for city office.
  - (2) determine whether required statements and declarations have been filed timely and, if so, whether they conform on their face with the requirements of this chapter.
  - (3) promptly notify city candidates, or his or her campaign committee, of any errors in their statements or of failure to file.
  - (4) report, in writing, apparent violations of this chapter to the city attorney.

**Sec. 2.99-46 Criminal misdemeanor actions.**

- (a) The city attorney, or the designated and appointed legal representative for the city, shall investigate and where deemed appropriate prosecute any violation of this chapter.
- (b) Any person who violates any provision of this chapter is guilty of a misdemeanor. Any person who causes any other person to violate any provision of this chapter, or who aids and abets any other person in the violation of any provisions of this chapter, shall be liable under the provisions of this section.

**Sec. 2.99-47 Civil actions.**

- (a) Any person who intentionally or negligently violates any provision of this chapter shall be liable in a civil action brought by the city attorney or by a person residing within the city for an amount not more than three times the amount of the unlawful contribution.
- (b) If two or more persons are responsible for any violation, they shall be jointly and severally liable.
- (c) No civil action alleging a violation of any provision of this chapter shall be filed more than one (1) year after the date the violation occurred.

**Sec. 2.99-48 Injunctive Relief.**

The city attorney or any person residing in the city may sue for injunctive relief to enjoin violations or to compel compliance with the provisions of this chapter.

**Sec. 2.99-49 Cost of litigation.**

The court may award to a plaintiff or defendant who prevails in any action authorized by this chapter his or her costs of litigation, including reasonable attorneys' fees; provided, however, no costs of litigation or attorneys' fees shall be awarded against the city.

**Sec. 2.99-50 Construction of Provisions.**

This chapter shall be in addition to all other city and state laws applicable to municipal elections. Unless the contrary is stated or clearly appears from the context, the definitions and terms set forth in the Government Code shall govern the interpretations of terms used in this chapter. This chapter shall be construed liberally in order to effectuate its purpose.

**SECTION 2. CEQA.** The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it can be seen with certainty that there is no possibility that it will have a significant effect on the environment.

**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.

**PASSED, APPROVED, AND ADOPTED ON** this \_\_\_ day of \_\_\_\_, 2017.

\_\_\_\_\_  
Michael A. Cacciotti, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Evelyn G. Zneimer, City Clerk  
(seal)

\_\_\_\_\_  
Teresa L. Highsmith, City Attorney

Date: \_\_\_\_\_

**I HEREBY CERTIFY** the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 16<sup>th</sup> day of August, 2017, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

---

Evelyn G. Zneimer, City Clerk  
(seal)

This page intentionally left blank.



**ATTACHMENT 4**  
Pasadena Star-News Article, dated July 6, 2017

Pasadena Star News, July 6, 2017

**These San Gabriel Valley residents want to ban 'secret money' in local elections**

By Christopher Yee

*[cvee@scng.com](mailto:cvee@scng.com) @ChrisMYee on Twitter*

A group of San Gabriel Valley residents will push cities in the region to establish rules limiting donations city council candidates can accept.

The locals have founded a San Gabriel Valley chapter of Represent Us, a national nonprofit organization seeking to pass "anticorruption laws that stop political bribery, end secret money, and fix our broken elections."

The chapter's first public meeting will be held from 3 to 5 p.m. Sunday at the Pasadena Public Library, 285 E. Walnut Street in Pasadena.

The group's leaders are from Alhambra, but also includes residents from Altadena, Pasadena, San Gabriel, Monterey Park and South Pasadena.

The chapter's founding was inspired by the November 2016 Alhambra City Council election, said chapter president Sean Mc-Morris of San Gabriel. The two candidates elected to the council, Mayor David Mejia and Councilman Jeff Maloney, raised \$37,969 and \$64,556, respectively, while their opponents Ken Toh and Mark Nisall raised \$9,683 and \$10,387, respectively.

"We want to help give more candidates the opportunity to run," McMorris said. "If the person who raises the most money claims to be the best candidate, fine, prove it on a ticket that's a more level playing field."

Mejia said Thursday he would have to see a draft campaign finance reform ordinance before he could decide whether or not he'd support it. Maloney said he would support "common sense" campaign finance reform.

"I would definitely be open to some sort of common sense restriction on the amount candidates could accept, but we'd have to have a discussion about what that means," Maloney said. "If you look at most of donations in local city council races, Alhambra included, donations come in relatively small amounts."

McMorris said the group was concerned about \$5,000 in donations Mejia and Maloney accepted from Arman Gabay, the co-owner of the Hollywood-based Charles Company that is looking to develop property on South Fremont Avenue. The company wants to bring a Lowe's home improvement store and two six-story office buildings with an accompanying six level parking structure to the location.

In February, the City Council voted unanimously to allow the Lowe's project to move forward.

Mejia and Maloney each have said in the past that all donors — real estate developers, realtors, even private friends and family members — were warned their donations would not influence their decisions.

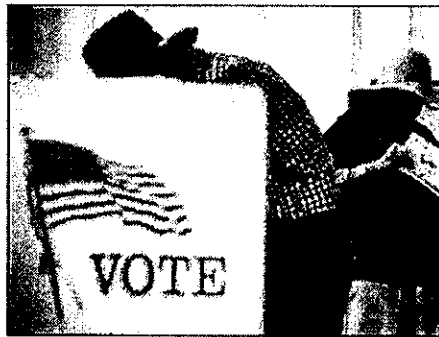
Maloney said his decision on the Lowe's project came down to the fact that three of four traffic studies indicated that the Charles Company's proposed mitigations would be sufficient, not donation money.

One city that has caught the group's attention is Temple City, which overwhelmingly passed Measure AA in Nov. 2016. The measure prevents candidates from accepting gifts and campaign contributions from developers and city contractors.

Ordinances that the chapter could propose might not be as stringent as Temple City's, McMorris said, and could simply establish limits on how large donations from a single source can be.

Regardless, McMorris said Temple City voters' reaction to Measure AA, which was approved with 5,971 votes for and 985 votes against, shows that people want less "big money influence" in their local governments.

"When ideas like these are presented to the public in very simple terms, it's a no-brainer," McMorris said. "Leveling the playing field and implementing reforms that limit the influence of big money is good for everyone."



Voters cast ballots at the Greenleaf Masonic Temple on Beverly Boulevard in Whittier in 2014.

This page intentionally left blank.

# 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: July 19, 2017 (Carryover from June 21, 2017)  
TO: Honorable Mayor and City Council  
VIA: Elaine Aguilar, Interim City Manager *EA*  
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

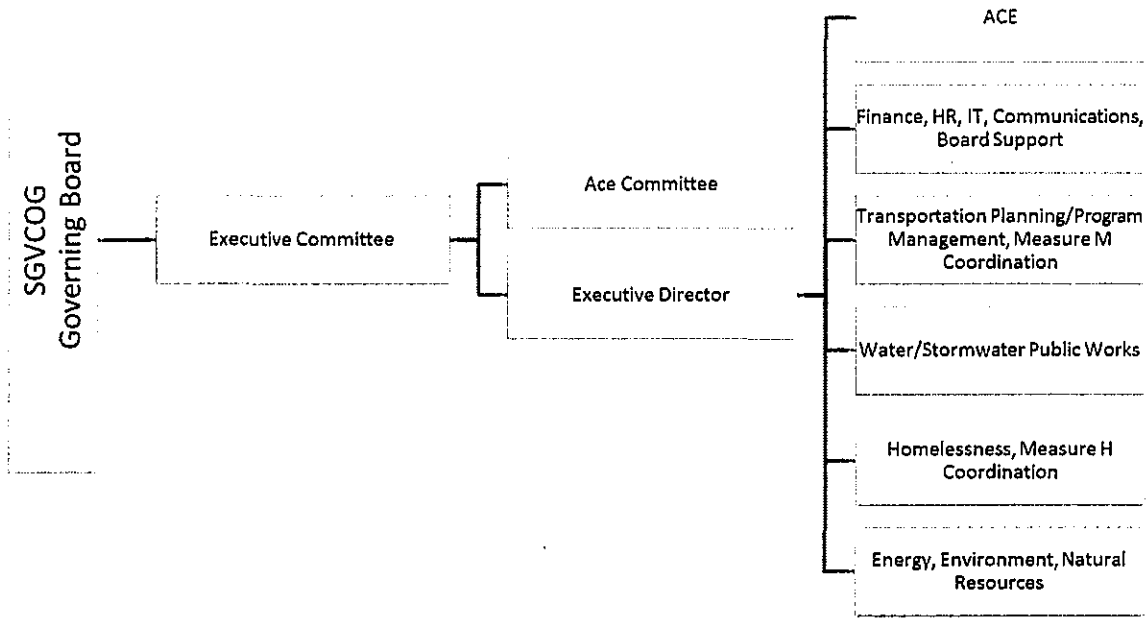
In addition, the SGVCOG will receive an additional \$1 billion for the Foothill Gold Line Extension project to Claremont.

The Ad Hoc Committee and Executive Committee have proposed the following recommendations to the Governing Board:

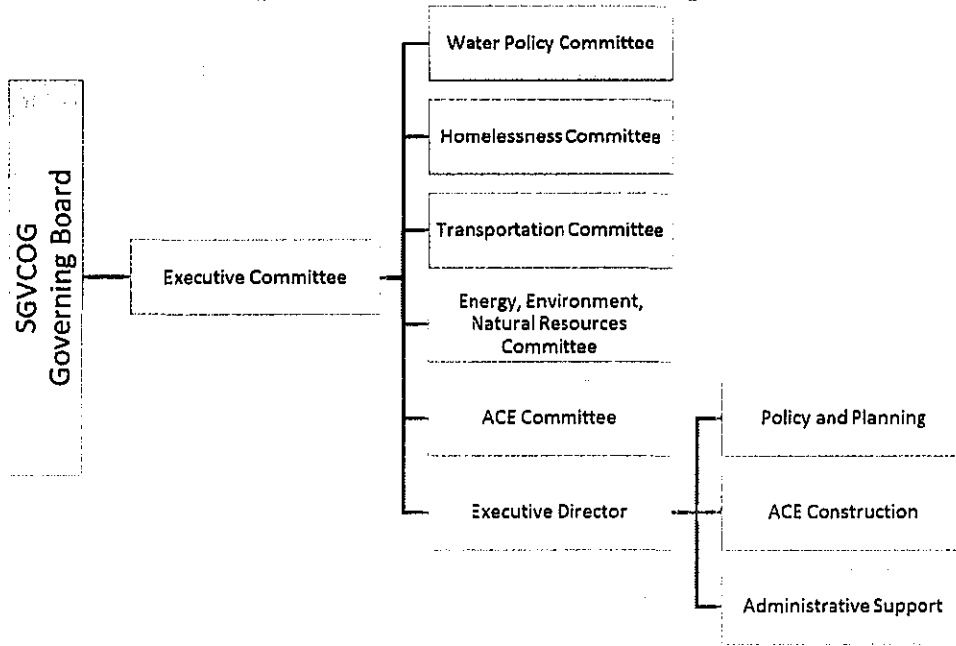
1. Keep ACE, and do not allow it to expire upon completion of its mission in six years.
  - **Executive Committee: Agrees**
2. Expand ACE's jurisdiction so it can undertake projects throughout the San Gabriel Valley (SGV).
  - **Executive Committee: Agrees**
3. Modify the existing ACE Board to include 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 re-named 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

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:**

1. 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**

# REPORT

---

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;*
- *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.

## REPORT

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.
7. 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.

# REPORT

---

**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

# REPORT

## **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.

## REPORT

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:

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;

## REPORT

---

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)

# REPORT

---

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

## REPORT

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

# REPORT

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.
  - 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”.
  - 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.

## REPORT

---

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:

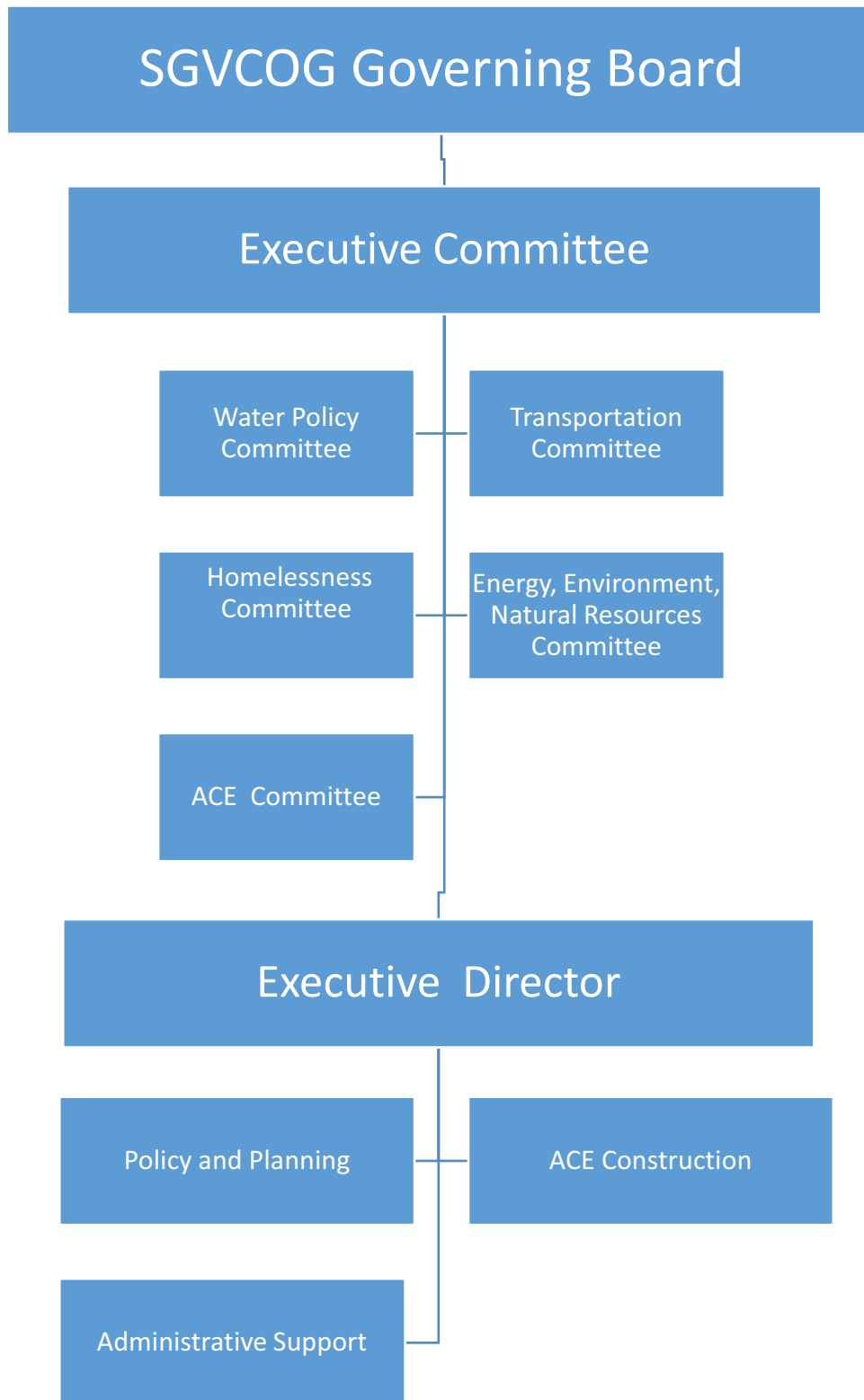
This report is being presented with the (Delete: “endorsement”) recommendation of the (Delete: “Ad Hoc ACE/Large Capital Projects”) Executive Committee and presented for information and discussion at the June 15 Governing Board meeting. A decision and vote on these recommendations, or as they may be modified, will be made at the Governing Board meeting on July 20, 2017.

## REPORT

---

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
- 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 President SGVCOG
- Sam Pedroza, Councilmember, City of Claremont
- Cruz Baca, Councilmember, City of Baldwin Park
- 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



This page intentionally left blank.



**ATTACHMENT 2**  
SGVCOG Report – ACE/Large Capital Projects Ad  
Hoc Committee Final Report

# 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;  
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. 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.
  - 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:
  - 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.”
  - 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 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.

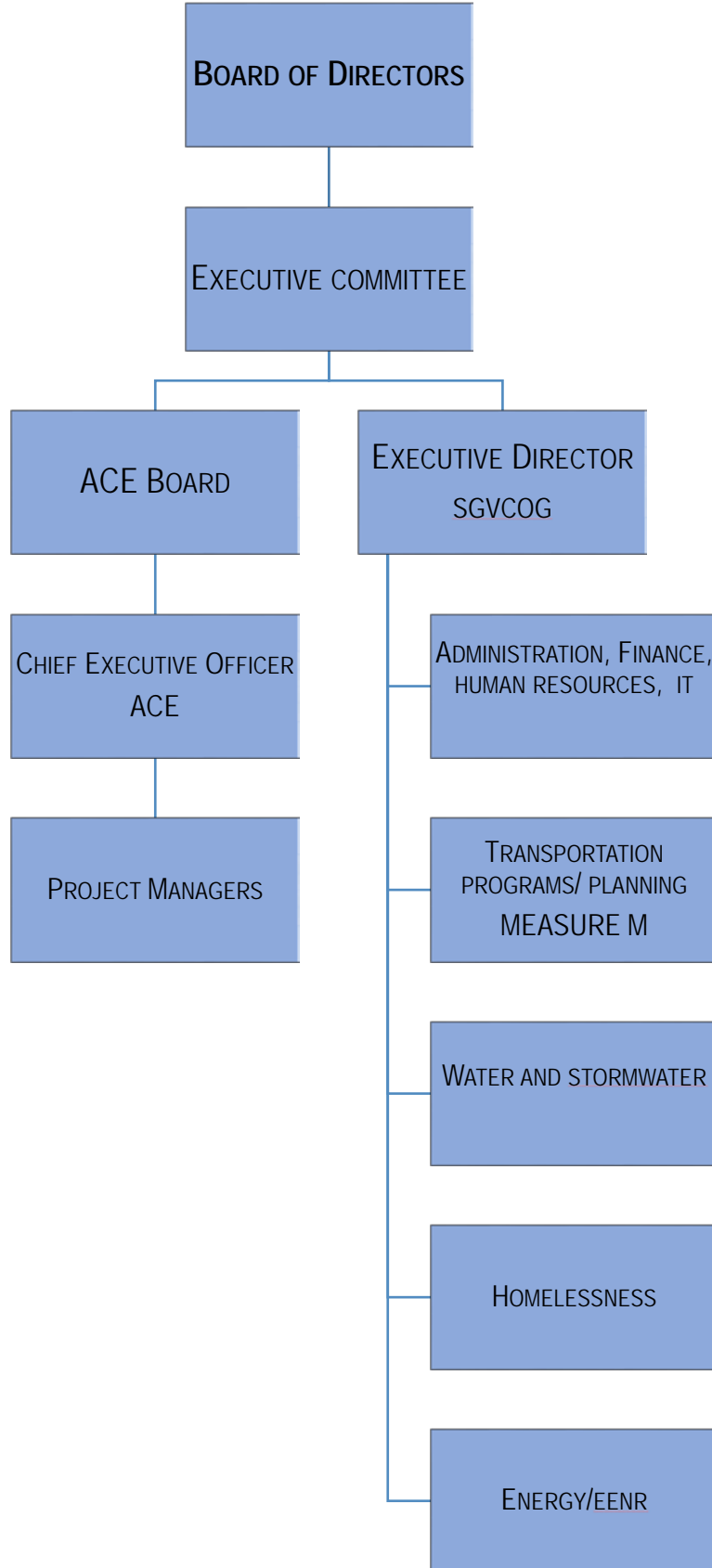
### **CONCLUSION:**

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.

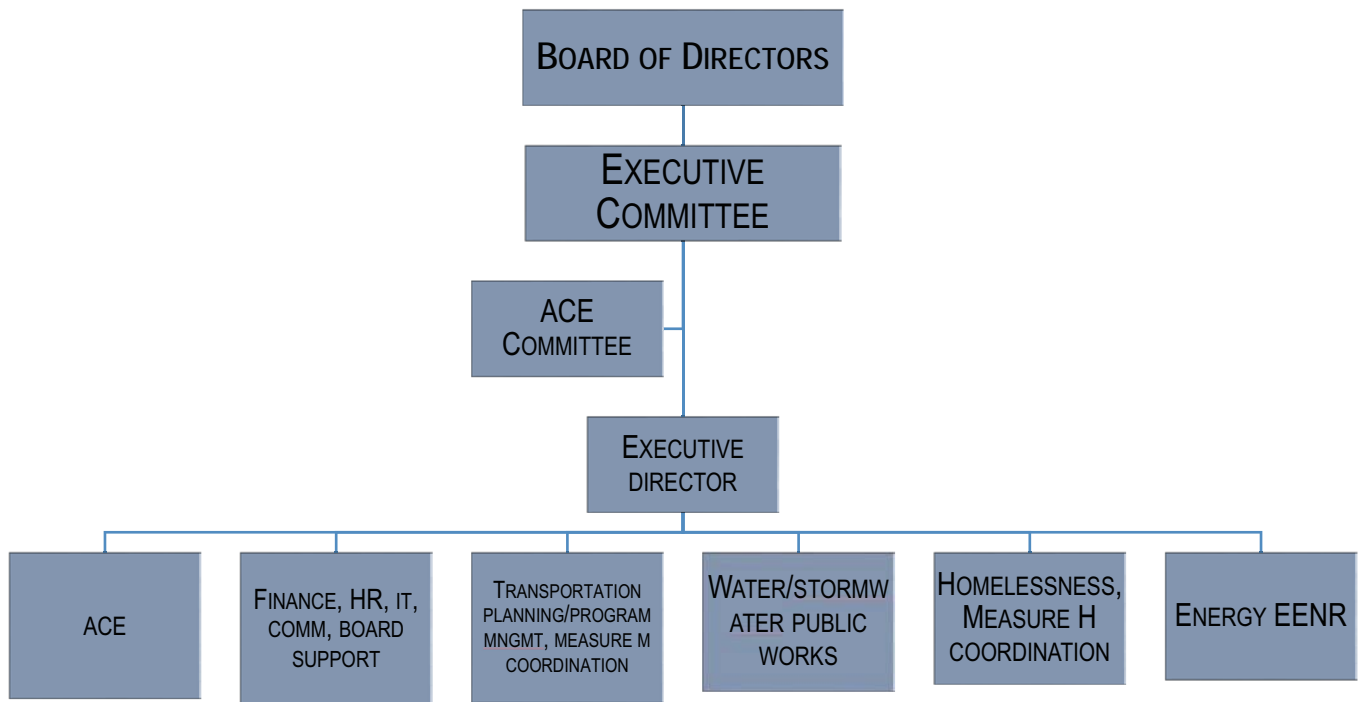
To the extent that the action taken by the Governing Board on July 20 requires changes in the Joint Powers Authority (JPA) and the By-Laws, it is anticipated that the new language will be submitted to the Governing Board at its meeting on September 21. The effective date of many of the changes in this 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
- 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 President SGVCOG
- Sam Pedroza, Councilmember, City of Claremont
- Cruz Baca, Councilmember, City of Baldwin Park
- 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

Recommended by Ad Hoc Committee



Future Option



This page intentionally left blank.



# 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: July 19, 2017  
TO: Honorable Mayor and City Council  
VIA: Elaine Aguilar, Interim City Manager *EA*  
FROM: Lucy Demirjian, Assistant to the City Manager *LD*  
Jenna Shimmin, Senior Management Analyst *JBS*  
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 July 25, 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 Services Department Environmental Programs Budget FY 2017-18				
Acct	Title & Detail	FY 16/17	Proposed	Difference
Water Efficiency/Utility Billing (500-3010-3012)				
8032	<b>Water Efficiency Fee Projects</b>	\$ 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:

Residential	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	\$150	\$150	
	Showerheads (<2.5GPM)	\$25	\$25	\$15,000
	HE Toilets (1.28GPF)	\$100	\$100	
	Rotating Sprinkler Nozzle (>15)	\$2/each	\$2/each	
	Total Residential			\$40,000



Proposed Commercial Rebate Program FY 17-18:

Commercial	Device	MWD's Funding	City's Funding	Total Amount	Total Budget
	Premium HET (1.08)	\$40	\$150	\$190	\$10,000
	Turf Removal	\$0	\$1/sq.ft.	\$1/sq.ft.	\$7,500
	Drought Tolerant Plants	\$0	\$600	\$600	\$7,500
	Drip Conversion	\$0	\$250	\$250	
	HE Toilets (1.28GPF)	\$0	\$100	\$100	
	Rotating Sprinkler Nozzle (>15)	\$0	\$2/ea	\$2/ea	
Total Commercial				\$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*.

This page intentionally left blank.

# 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: July 19, 2017  
TO: Honorable Mayor and City Council  
VIA: Elaine Aguilar, Interim City Manager   
FROM: Paul Riddle, Deputy Fire Chief   
SUBJECT: **Authorize the City Manager to enter into a Cooperative Agreement with the City of San Marino for the Sharing of Fire Department Command Staff**

## Recommendation

It is recommended that the City Council:

1. Authorize the City Manager to enter into an Cooperative Agreement with the City of San Marino for the sharing of Fire Department Command Staff; and
2. Authorize the City Manager to increase the number of full-time employees in the South Pasadena Fire Department (Fire Department) by two (2) Division Chiefs.

## Fiscal Impact

It is projected that entering into a Cooperative Agreement with the City of San Marino and increasing the staffing level by two (2) Division Chiefs will result in an annual savings of \$47,500. Projected savings is based on comparing FY 2016-17 Tri-City Agreement costs to that of the projected FY 2017-18 costs of a Cooperative Agreement with the City of San Marino.

Command Staff Cost Comparison between FY 2016-17 Tri-City Command Staff costs and FY 2017-18 Cooperative Agreement with San Marino (budgeted).

City	Fiscal Year 2016-17 Tri-City Command Staff	Fiscal Year 2017-18 Cooperative Agreement with San Marino (budgeted)
South Pasadena	\$663,700	\$616,200
Total Projected Savings		\$47,500

## Commission Review and Recommendation

This matter was not reviewed by a Commission.

### **Background**

On May 3, 2017, the City Council voted unanimously to authorize the City Manager to terminate the Tri-City Shared Fire Command Agreement (Tri-City Agreement). The City Council also authorized the City Manager to begin negotiations with the City of San Marino on a two-city Cooperative Agreement for the sharing of certain Fire Department Command positions. As part of this proposed Cooperative Agreement it is necessary that authorization be given to increase the staffing level of the Fire Department by two (2) Division Chiefs and bring the total full-time employees of the department to 21. Prior to entering into the Tri-City Agreement the Fire Department recognized 22 full-time employees.

The mission of the Fire Department is to protect and serve the citizens of South Pasadena and surrounding agencies by providing professional Fire, Emergency Medical Services, and Educational Services to our citizens. Increasing the Fire Department's current staffing level by two (2) and entering into a Cooperative Agreement with the City of San Marino will enable the Fire Department to continue providing the highest level of customer service to our citizens at a reduced cost. It is a sustainable, long term plan that will allow the Fire Department to focus on preserving community specific identity and responsiveness. It will facilitate new recruitment tactics to address the shortfall in current staffing levels. It will also allow personnel to focus on program management that is unique to South Pasadena like our Community Emergency Response Team (CERT).

### **Analysis**

Under the Tri-City Agreement, the Fire Department recognized 19 full-time employees and shared the cost of six (6) positions with the Cities of San Marino and San Gabriel. These shared positions consisted of one (1) Fire Chief, three (3) Division Chiefs, and two (2) Deputy Fire Chiefs. In the proposed Agreement with the City of San Marino, the City would reduce the total number of shared positions from six (6) down to one (1). The proposed Cooperative Agreement identifies each City having its own Fire Chief and Division Chief. The remaining Division Chief would be identified as the Shared Command Position (Division Chief). Each City would be responsible for 50% of the mutually agreed upon shared costs of services for the Shared Command Position.

The position of Division Chief is currently identified in the City's Unrepresented Management Bargaining Group. The position of Division Chief is classified as an exempt position which is not entitled to overtime pay. The Division Chiefs will be assigned to a 56 hour work week providing leadership and hands-on management of daily operations of emergency responses for the Cities of South Pasadena and San Marino. The Division Chiefs will be stationed and respond out of San Marino's station 91.

Filling the Shared Command Position will be accomplished by administering a competitive promotional exam that is open to qualified employees from each agency. Final selection of the Shared Division Chief will be made by both City Managers with input from the Fire Chiefs.

Cooperative Agreement with the City of San Marino for the Sharing of Fire Department  
Command Staff  
July 19, 2017  
Page 3 of 3

**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: Cooperative Agreement with the City of San Marino

This page intentionally left blank.



**COOPERATIVE AGREEMENT BETWEEN THE CITIES OF SOUTH PASADENA AND SAN MARINO FOR SHARING OF FIRE DEPARTMENT COMMAND STAFF (DIVISION CHIEF)**

**THIS AGREEMENT** is made and entered into this July 20, 2017 ("Effective Date"), by and between the CITY OF SAN MARINO, a municipal corporation, hereinafter referred to as "San Marino," and the CITY OF SOUTH PASADENA, a municipal corporation, hereinafter referred to as "South Pasadena." San Marino and South Pasadena may be referred to in this Agreement individually as a "City" or "Party" and jointly as "Cities" or "Parties".

**RECITALS:**

**WHEREAS**, the Cities each maintain their own all-risk municipal fire departments; and

**WHEREAS**, the Cities now wish to share their fire department command resources to enhance service capabilities, promote efficiency, and preserve seamless response among the two Cities.

**NOW, THEREFORE, San Marino and South Pasadena agree as follows:**

**A. Terms**

1. **Term and Termination:** The term of this Agreement shall commence on the Effective Date set forth above and continue until terminated by the Parties. Any Party may terminate this Agreement without cause by providing not less than six (6) months prior written notice of its intent to terminate. This Agreement may be terminated at any time upon agreement of all Parties.
2. **Periodic Evaluation:** In every third year following the effective date of this Agreement, the City Managers of the respective Cities shall prepare a written evaluation concerning the operation of this Agreement, which may include any recommendations that the Parties would make to improve operations. Said report shall be provided to the City Council of each City for consideration by July 1<sup>st</sup> of every third year. A City may update its own City Council more frequently if it so desires.

**B. Shared Command Position**

1. The Parties agree to share the following fire department command position ("Shared Command Position") subject to the implementation timeline, terms, and conditions contained in this Agreement:

Position	Total No. of Shared Positions
Division Chief	1

The Parties desire to accomplish the implementation of the Shared Command Position without any layoffs, demotions, or loss of pay to the affected employees of the two fire departments.

2. Currently, there is a total of one (1) Shared Command Position among the two Cities ("Shared Division Chief"). Upon the Effective Date of this Agreement, the management, administrative, and command duties of both fire departments will be distributed amongst all the Division Chief Positions so that a highly efficient and effective team will be created. During the term of the agreement, each city agrees to employ a minimum of one Division Chief Position and a position serving in the role of Fire Chief. The third Division Chief will be identified as the Shared Division Chief. The Division Chief positions will be responsible for providing leadership and hands-on management of daily operations of the emergency response resources, on-scene fire suppression and incident command. Additional examples of duties include:

- Responsible for 24-hour emergency response, directing the activities of fire personnel and equipment to achieve the most effective fire suppression;
- Assumes responsibility for the efficient performance of companies, cleanliness of quarters, and for the operation of all fire apparatus and equipment;
- Attends and conducts meetings as required;
- Receives and responds to inquiries and requests for information, providing assistance and taking appropriate action to resolve problems.

3. The Fire Chief of each City, in consultation with the City Managers of both Cities, will have sole discretion in the assignment and responsibilities within the Shared Command Position of the two

fire departments. The assignments and responsibilities of the Shared Division Chief could include, but not be limited to:

- Management and delivery of training for both cities;
  - Scheduling of EMS Continuous Education;
  - Management of CICCIS documentation;
  - Provide oversight for promotional exams;
  - Representation at Verdugo Task Force and Area C Disaster Management meetings.
4. Nothing in this Agreement shall alter the employment status of the employee serving as the Shared Division Chief, in that employees of San Marino and South Pasadena shall remain solely employed by their respective Cities, and shall not be deemed employees of any other City.
  5. Filling of the Shared Command Position will be accomplished by a competitive testing process that will be open to qualified employees from both Cities. In the event there are no qualified candidates from either city, an open competitive testing process will be conducted. If an individual is selected and hired from the open testing process, they will become an employee of the city from which the vacancy was created. If this process is repeated and a replacement for the shared position is selected from another open testing process, the employment relationship of that individual would be switched and the individual would become an employee of the other city. Final selection for the position will be made by the Fire Chiefs of both Cities, with consultation by both City Managers. If at any time the position becomes vacant due to separation of employment during the term of this Agreement, The same process of filling the position will apply.
  6. In the event the shared Division Chief is placed off duty for an extended amount of time, the two Fire Chiefs, in consultation with the City Managers, will give consideration to back filling the position with an "acting" Division Chief. Upon the processing of an approved Personnel Action Form, the cost of the "acting" Shared Division Chief, as well as the associated backfilling costs of the Captain, would be shared pursuant to section (F) of this agreement.
  7. Each City will be solely responsible for the selection and filling of their own Fire Chief and non-shared Division Chief Positions.

### C. Governance

1. The San Marino and South Pasadena City Councils will retain all policy-making authority for their respective cities, including approval of the annual budget for their fire departments.
2. The Fire Chief of both Cities shall have all the power and authority that is vested in that position, as defined by each City in its municipal code and/or rules, regulations, and policies.

**D. Policies and Procedures**

1. Each City shall retain the current personnel and operational policies and procedures contained in its respective fire department policy manual, memorandums of understanding (MOU's), and personnel rules.
2. Each City shall retain sole discretion over its fire department station and company configurations and deployment strategies. The Fire Chief of each City may recommend operational modifications to their respective City; however, each City shall have the authority to make its own future budget and deployment decisions during the term of this Agreement.
3. As part of this Agreement, each City agrees to retain its current contract with the Verdugo Fire Communications Center, which shall continue to dispatch each City's respective fire units using existing policies, protocols, and contracts.
4. The Division Chief's shall comply with all policies and procedures for both fire departments under their command.
5. The final authority for determination of merit increases, promotion, and discipline of the Shared Division Chief and other employee relation matters incidental to the performance of services by the Shared Division Chief shall remain with the employing City. In the event an employment matter causes a monetary increase or a change in the working conditions of the Shared Division Chief, the employing City Manager will consult with the City Manager from the other City.
6. Any and all property acquired under and pursuant to this Agreement by any City, whether by government grant funds or otherwise, shall be and at all times remain the property of that City without any division or distribution thereof upon termination of this Agreement, except as otherwise agreed upon in writing.
7. The Headquarters and normal housing of the Battalion 9 Chiefs will be at Fire Station 91.

#### **E. Salaries and Benefits**

1. The Cities recognize that the salaries and benefits for the Division Chief's Positions differ among the two fire departments. San Marino and South Pasadena will retain sole discretion over the salary and benefit schedules for their respective employees during the term of this Agreement.

#### **F. Shared Costs of Services**

1. San Marino and South Pasadena shall each be responsible for 50% of the mutually agreed upon shared costs of services for the Shared Command Position ("Division Chief").
2. Each City shall pay its own employee in the Shared Command Position through its normal payroll process. Additionally, each City shall provide benefits and training to its own employee in the Shared Command Position through its normal processes.
3. Only those costs related to the Shared Command Position that are a part of the Shared Command structure shall be shared costs for services under this Agreement.
4. On a quarterly basis, commencing July 20, 2017, the City whose employee is assigned the Shared Command Position shall itemize its shared costs as defined in Section F, paragraph 5, below, and shall provide to the other City an itemized invoice for the appropriate portion of the shared costs of services. The City being billed shall provide payment of the invoiced amount within thirty (30) calendar days of receipt of the invoice.
5. The shared costs of service shall include the following:
  - i) Salary costs of the Shared Command Position shall include: regular salary (including extra hours worked), special assignment pay, administrative leave, vacation leave, holiday pay, uniform allowance, sick leave, longevity pay, and other personnel costs agreed to by the Cities. The Shared Division Chief position is an exempt position which is not entitled to overtime pay; additional hours worked will be compensated at straight time.
  - ii) Conversion of compensatory time, sick leave, or vacation leave to cash for those hours earned during the term of this Agreement, subject to personnel rules applicable to each Party.

- iii) Payment to CalPERS and Medicare for compensation earned by the Shared Command Position during the quarter.
  - iv) City cafeteria plan contributions or premium payments for medical insurance, dental insurance, vision insurance, long-term disability insurance, life and accidental death or disability insurance and employee assistance coverage afforded to the employee in the shared command position during the quarter.
  - v) City costs for memberships, conferences, seminars, and training of the employee in the shared command position.
  - vi) Verdugo Dispatch fees for Battalion 9 emergency responses.
  - vii) Vehicle maintenance and operation costs for city owned command vehicle (BC9) assigned to the Shared Division Chief's position.
    - (a) Command vehicle at the current IRS rate (24hr Emergency Response).
    - (b) Replacement of Command Vehicle: The City of San Marino will facilitate the purchase of the initial command vehicle. The City of South Pasadena will make lease payments back to San Marino at a rate of 50% of the total cost of the vehicle amortized over a five (5) year period and paid on a quarterly basis. When a subsequent replacement command vehicle is needed, South Pasadena will facilitate the purchase and San Marino will make lease payments at the identified rate.
  - viii) Payments made by the employing City for approved training expenses for the Shared Command Position.
  - ix) General liability and worker's compensation insurance coverage costs.
6. The shared costs of services shall exclude:
- i) City contributions to Retirement Health Savings Plans and wellness programs.
  - ii) Payments made to employees as monthly vehicle allowances.
  - iii) Accrued leave upon separation of employment.
7. If any shared costs of services are reimbursed from another source, such reimbursement shall be credited to both Cities based on the agreed proportionate shares set forth in Section F, paragraph 1, above.

8. By May 1<sup>st</sup> of each year this Agreement is in effect, the Fire Chief of each City will provide to their City Manager a projected budget of the shared costs of services, as set forth in this Agreement, for the next fiscal year. This proposed budget shall be prepared in consultation with the Finance Director of each City.
9. Either City may request a comprehensive year-end audit to verify the validity of all billings for services to be shared by the Cities. The cost for the audit shall be shared equally among the Cities. A copy of the audit shall be provided to each City.
10. The City Managers of each City shall come together, in person or otherwise, in January and June, to discuss the performance of this Agreement and to evaluate the cost sharing as it relates to overtime and make necessary adjustments to the contract if needed.

**G. Liability and Insurance Provisions**

1. Each City shall obtain and maintain workers compensation coverage for its own employee serving in the Shared Command Position. Such coverage shall encompass the entire scope of duties of each employee to be performed hereunder, including shared services to be performed by any employee, as required by this Agreement. It is the intent of the Parties that both Cities secure workers compensation coverage pursuant to Labor Code Section 3602(d). Each City may self-insure to these limits of coverage. Notwithstanding the provisions of Section G, Paragraph 5, below, each City shall indemnify, defend, and hold harmless each other City regarding any claims or suits by the first City's employees for injuries arising from the performance of services under this Agreement.
2. Each City shall obtain and maintain insurance coverage to replace or repair its own fire department equipment and facilities. Such insurance coverage shall be maintained in accordance with each City's own policies and procedures, and no City shall be responsible for any property loss of another City. Each City may self-insure to satisfy the requirements of this subsection.
3. Each City shall maintain automobile liability coverage and comprehensive general liability insurance, including employment practices coverage, in a mutually acceptable form, covering all services provided pursuant to this Agreement, with applicable single limits of at least \$20,000,000 per occurrence, which policy(ies) shall name the other Cities, and their respective elected officials,

officers, employees and volunteers, as additional insureds. Each City may self-insure to satisfy the requirements of this subsection.

4. Upon request, each City shall provide the other with evidence of coverage to fulfill its insurance obligations under this Agreement, and shall promptly notify each other City of any change of coverage, terms, limits or providers. Each City waives the right of subrogation against the other Cities.
5. To the fullest extent permitted by law, each City ("Indemnifying Party") expressly agrees to defend, indemnify and hold harmless the other Cities and their respective elected officials, officers, agents, employees, and volunteers ("Indemnified Party or Parties") from any and all liability, loss or damage that the Indemnified Party or Parties may suffer as a result of claims, demands, actions, or damages to any and all persons or property, or costs or judgments against the Indemnified Party or Parties which result from, arise out of, or are in any way connected to the acts or omissions of the Indemnifying Party, its elected officials, officers, employees, or volunteers, in the performance of this Agreement.
6. Each City shall promptly notify the other Cities of any and all claims or actions for which it seeks indemnification, defense and/or liability insurance coverage pursuant to this Agreement. The provisions of Section G, paragraph 5, above, shall survive the termination or expiration of this Agreement.

#### **H. Representatives' Authority; Notices.**

1. Each Party's representative for purposes of administration of this Agreement, including provision of consent or approval where permitted or required, shall be its City Manager and/or designee thereof. The Parties recognize that from time to time, it may be necessary to amend the operational specifics authorized by this Agreement.
2. Any notice required or permitted to be given or served pursuant to this Agreement, shall be effected by personally delivery of the same, as follows:

**To South Pasadena:**



City of South Pasadena

1414 Mission Street, South Pasadena, CA 91030

Attention: City Manager

**To San Marino:**

City of San Marino

2200 Huntington Drive, San Marino, CA 91108

Attention: City Manager

3. Service of the notice shall be effective immediately upon delivery during normal business hours. The foregoing addresses for notice may be modified by any Party giving written notice of such modification to the other Party calling specific attention to this Agreement.

**I. Employment Relationship with Parties**

1. No officer or employee of either City shall for any purpose be deemed to be an employee of the others, and no officer or employee of any City shall be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided to the other Cities' officers or employees. No officer or employee of any City shall have any power to incur any debt, obligation, or liability on behalf of the other Cities or otherwise act on behalf of the other Cities as an agent, except to the extent expressly provided herein.

**J. General Provisions.**

1. No Effect on Mutual Aid/Response Agreements: It is expressly understood and agreed that all fire departments will also be operating under the State of California's Master Mutual Aid agreement and the Area C Unified Response agreement. This Agreement is not intended to modify the terms of those agreements in any way.
2. No Waiver: No delay or omission in exercising any right or remedy pursuant to this Agreement shall impair such right or remedy or be construed as a waiver thereof. All rights and remedies

pursuant to this Agreement shall be cumulative, except with respect to any right or remedy expressly stated to be exclusive.

3. **Compliance with All Laws:** All Parties shall comply with all applicable local ordinances, and State and Federal statutes, laws and regulations, including, but not limited to, laws governing conflicts, at all times during their performance of this Agreement.
4. **No Third Party Beneficiary:** It is the Parties' intent that nothing in this Agreement shall create any third party beneficiary rights.
5. **Force Majeure:** No Party shall be considered to be in default in the performance of any material obligation under this Agreement when a failure of performance shall be due to a Force Majeure event. A Force Majeure event shall mean any cause beyond the reasonable control of the affected Party and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which it has been unable to overcome. No Party shall be relieved of its obligation to perform if such failure is due to causes arising out of its own negligence or due to matters under its control which it fails to remedy within a reasonable time period. Any Party rendered unable to fulfill any of its obligations under this Agreement by reason of a Force Majeure event shall give prompt written notice of such fact to the other Parties. During such period, all Parties shall cooperate to ensure that critical services are maintained, while the affected Party shall diligently work to restore its services required by this Agreement.
6. **Severability:** In the event that any clause or provision of this Agreement or any part thereof becomes or shall be declared by a court of competent jurisdiction invalid, illegal, void, or unenforceable, this Agreement shall continue in full force and effect without said provisions, provided that no such severability shall be effective if it materially changes the benefits or obligations of any Party hereunder.
7. **Integrated Agreement:** This Agreement, which includes the recitals and all exhibits and attachments, constitutes the entire understanding of the Parties with respect to the subject matter herein. No representation, express or implied, that is not set forth herein, shall be binding or have any force or effect.

8. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be original, and all of which together shall constitute one and the same Agreement. A signature delivered by facsimile or electronic transmission shall be deemed to be an original signature and shall be effective upon receipt thereof by the other Parties.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date set forth above.

CITY OF SAN MARINO

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

CITY OF SOUTH PASADENA

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney