



**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, October 4, 2017, at 6:30 p.m.**

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

**CALL TO ORDER:** Mayor Michael A. Cacciotti

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

**PUBLIC COMMENT PERIOD FOR CLOSED SESSION ITEMS ONLY**

(Time limit is three minutes per person)

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

**CLOSED SESSION AGENDA ITEMS**

**A. Labor Negotiations**

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

City Negotiators: Interim City Manager Elaine Aguilar, Human Resources Manager Mariam Lee Ko, City Attorney Teresa L. Highsmith, and Attorney Steve Berliner

Represented Employee Organization: Firefighters' Association (FFA)

**B. Anticipated Litigation**

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

Number of Anticipated Cases: 1

**C. Initiation of Litigation**

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

Number of Cases: 1

*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.*

09/28/2017

Date



Desiree Jimenez, CMC  
Deputy City Clerk



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

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

**Wednesday, October 4, 2017, at 7:30 p.m.**

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

**CALL TO ORDER:** Mayor Michael A. Cacciotti

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

**INVOCATION:** Mayor Pro Tem Richard D. Schneider, M.D.  
*\*In permitting a nonsectarian invocation, the City does not  
intend to proselytize, advance, or disparage any faith or  
belief. Neither the City nor the City Council endorses any  
particular belief or form of invocation.*

**PLEDGE OF ALLEGIANCE:** Mayor Pro Tem Richard D. Schneider, M.D.

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

**PRESENTATIONS**

- 2. Presentation by the Pasadena Humane Society on Available Animal Adoptions**
- 3. Presentation of a Proclamation Declaring October 4, 2017 as “Walk or Bike to School Day” in the City of South Pasadena**
- 4. Presentation of a Certificate of Recognition to Optometrist Frederick Harris for 50 Years of Service to the South Pasadena Community**
- 5. Presentation of the Fiscal Year 2016-17 Annual Report of the Youth Commission**
- 6. Presentation of the Fiscal Year 2016-17 Annual Report of the Cultural Heritage Commission**

**COMMUNICATIONS**

**7. 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.

**8. City Manager Communications**

**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 September 6, 2017 and September 20, 2017**

Recommendation

Approve the minutes of the September 6, 2017 and September 20, 2017 City Council Meetings.

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

Recommendation

Approve the City of South Pasadena Prepaid Warrants Nos. 200025 through 200040 in the amount of \$486,296.30; General City Warrants Nos. 200041 through 200123 in the amount of \$1,191,379.46; and Payroll dated September 22, 2017, in the amount of \$601,834.35.

**12. Second Reading and Adoption of an Ordinance to Amend the South Pasadena Municipal Code to Establish City Campaign Contribution Regulations**

Recommendation

Adopt 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.”

**13. Discretionary Fund Requests from Mayor Cacciotti, Councilmember Joe, and Councilmember Khubesrian for the Purpose of the South Pasadena Arts Council Utility Art Box**

Recommendation

Approve the Discretionary Fund requests by Mayor Cacciotti designating \$250, Councilmember Joe designating \$250, and Councilmember Khubesrian designating \$250 for the purpose of the South Pasadena Arts Council Utility Art Box.

**14. Approval of a Second Contract Amendment with Integrated Consulting Group, Inc. for Additional CEQA Required Site Studies and Approval of an Appropriation and Transfer of Funds for the Community Center Project**

Recommendation

1. Approve a second contract amendment, subject to the approval by the City Attorney, with Integrated Consulting Group, Inc. in the amount of \$50,063 for additional site studies required by the California Environmental Quality Act.
2. Approve an appropriation and a transfer of \$50,063 from the Community Center/Maintenance Yard Designated Reserve account.

**15. Award of Contract to Eurofins Eaton Analytical, Inc. for Laboratory Testing and Analysis of Potable Water Samples**

Recommendation

1. Accept a proposal dated August 24, 2017, from Eurofins Eaton Analytical, Inc. for laboratory services for the analysis of water samples.
2. Authorize the City Manager to execute an agreement with Eurofins Eaton Analytical, Inc., for a not-to-exceed amount of \$22,516 for an initial one-year period, with an option to renew the contract for two additional one-year periods under the same terms and conditions.

**16. Approval of a Limited Term Employment Agreement with Kahono Oei**

Recommendation

Approve a limited term employment agreement with Kahono Oei, a licensed Civil Engineer, to assist the City of South Pasadena with major water department infrastructure, rehabilitation, and capital improvement projects.

**17. Authorize a Letter of Support for the Application of Southern California Edison Company (U-338-E) for Approval of its 2017 Transportation Electrification Proposals**

Recommendation

Authorize a letter of support for the application of Southern California Edison Company (U 338-E) for approval of its 2017 Transportation Electrification Proposals that are before the California Public Utilities Commission.

**18. Adoption of a Resolution to Establish an Environmentally Preferable Purchasing Policy**

Recommendation

Adopt a resolution entitled “A Resolution of the City Council of the City of South Pasadena, California, establishing an Environmentally Preferable Purchasing Policy.”

**PUBLIC HEARING**

**19. Public Hearing to Consider Adoption of an Ordinance to Change the City’s Electoral System from At-Large to By-District Elections with Respect to Electing Members of the City Council, Establishing Boundaries, and Sequencing of Elections within the Districts**

Recommendation

1. Select a preferred map of voting district boundaries.
2. Adopt an ordinance entitled “An Ordinance of the City Council of the City of South Pasadena, California, adding a new Article XV to Chapter 2 (Administration) to the South Pasadena Municipal Code to change the City’s electoral system from at-large to by-district elections with respect to election members of the City Council, establishing district boundaries, and sequencing of elections within the districts.

**ACTION/DISCUSSION**

**20. First Reading and Introduction of an Ordinance Relating to Procedures Concerning Sensitive Information and Enforcement of Federal Immigration Law; Receive a Report from the Chief of Police Regarding the Revised Police General Order No. 415 on Immigration Policy**

Recommendation

1. Introduce an ordinance entitled “An Ordinance of the City Council of the City of South Pasadena, California, relating to the City’s procedures concerning sensitive information and the enforcement of federal immigration law.”
2. Receive an oral report from the Chief of Police and review and file revised Police General Order No. 415 Regarding Immigration Policy.

**21. Adoption of a Resolution Authorizing a Business License Tax Amnesty Program**

Recommendation

Adopt a resolution entitled “A Resolution of the City Council of the City of South Pasadena, California, authorizing a Business License Tax Amnesty Program.”

**22. Receive and File Citywide Facilities Condition Assessment Report Prepared by Faithful+Gould, Inc.**

Recommendation

Receive and file the citywide Facilities Condition Assessment Report prepared by Faithful+Gould, Inc.

**23. Provide Direction to Proceed with a Feasibility Study to Expand the Police Department Facility to Include an Emergency Operations Center**

Recommendation

Provide direction to proceed with a Request for Proposal for a feasibility study to expand the Police Department Facility to include an Emergency Operations Center.

**COUNCILMEMBERS COMMUNICATIONS (continued)**

**ADJOURNMENT**

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

October 18, 2017	Regular City Council Meeting	Council Chamber	7:30 p.m.
November 1, 2017	Regular City Council Meeting	Council Chamber	7:30 p.m.
November 8, 2017	Special City Council Meeting	Council Chamber	7:30 p.m.
November 15, 2017	Regular City Council Meeting	Council Chamber	7:30 p.m.
November 21, 2017	Special City Council Meeting	Council Chamber	7:00 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.*

09/28/2017

Date

  
\_\_\_\_\_  
Desiree Jimenez, CMC  
Deputy City Clerk



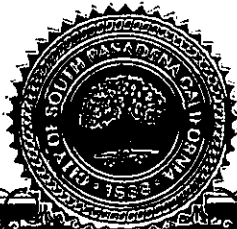
CITY OF SOUTH PASADENA  
**PROCLAMATION**



Declaring October 4, 2017,  
as "Walk or Bike to School Day"  
in the City of South Pasadena

- WHEREAS, now less than 16% of all trips to and from school in California are by foot or bicycle; and
- WHEREAS, with fewer kids on foot, there are more cars on the road, and parents driving their kids to school make up 20-25% of the morning commute; and
- WHEREAS, moderate to vigorous physical activity, such as walking and biking, positively affects academic performance and skill development; and
- WHEREAS, "Walk or Bike to School Day" is taking place across California, the United States and internationally, focusing on the benefits of walking or biking rather than driving to school, creating cleaner, safer, and environmentally healthier school routes for children; and
- WHEREAS, this day affords parents the opportunity to spend more time with their children, reduces car use and traffic hazards, promotes physical activity, and contributes to a safer community, and
- WHEREAS, the South Pasadena Community Services Department is working with the South Pasadena Youth Commission to promote the benefits of walking or biking to school, with a buddy or group, and
- WHEREAS, South Pasadena students in grades Kindergarten through 8<sup>th</sup> grade who walk or bike to school in the morning will be greeted by South Pasadena Youth Commissioners and will be given a reward for participation.

NOW, THEREFORE, I, Michael A. Cacciotti, Mayor, on behalf of the City Council of the City of South Pasadena, hereby declare October 4, 2017, as "Walk or Bike to School Day" in the City of South Pasadena and encourage everyone to participate in this very worthwhile event.



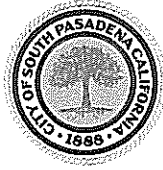
\_\_\_\_\_  
Michael A. Cacciotti, Mayor

October 4, 2017  
\_\_\_\_\_  
Date

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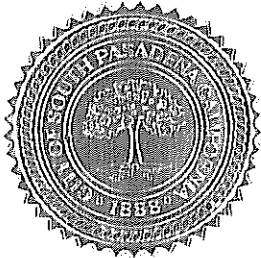
CITY OF SOUTH PASADENA

# CERTIFICATE OF RECOGNITION



## Optometrist Frederick Harris 50<sup>th</sup> Anniversary

In recognition of 50 years of service, since 1967,  
through dedicated commitment to promote good eye health  
in the midst of ever changing technology, providing quality vision exams  
and exceptional patient care to the South Pasadena community



Dated this 4<sup>th</sup> day of October, 2017

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

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

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**Date:** October 4, 2017  
**To:** Honorable Mayor and Members of the Council  
**From:** Will Hoadley-Brill, Chair, Youth Commission  
**Re:** **Fiscal Year 2016-17 Annual Report of Youth Commission**

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The City of South Pasadena (City) Youth Commission (Commission) activities and accomplishments have included a variety of projects and events. Commissioners have focused their attention and energy on projects described in this report to present to the City Council on October 4, 2017.

**Walk or Bike to School Day:** Commissioners continue to play an important role in the City's annual Walk or Bike to School Day event. The goal of the event is to decrease traffic around schools, improve air quality, reduce smog, and promote a healthy lifestyle. Commissioners were assigned to the three South Pasadena Elementary Schools and the Middle School to greet and reward the students who walked or biked to school on that day.

**Senior Prom:** In March 2017, as an intergenerational program, the Commission and the Senior Center held Disco themed Senior Prom. The event provided a fun, safe environment for Middle School and High School students to hang out on a Friday night at the Senior Center and interact with seniors at a wonderful event. Seniors were delighted to dance with the younger generation and had a great night full of festivities including live entertainment, dinner, dancing, and dessert. A photo booth was available to capture those memorable moments.

**Doggy Day with Cats too:** In April 2017, Commissioners assisted in the City's annual Doggy Day with Cats Too event. The Commission assisted with arts and crafts, event set-up and clean-up.

**Teen Concert:** In May 2017, the Commission hosted a Teen Concert featuring local middle school and high school bands. The community showed their support to the youth in our community by attending this free concert.

**Youth Commission Supports Local Community Events:** Commissioners participated in the following local community events assisting with set-up, clean-up, craft and game booths:

1. City Sponsored Spring Event
2. City Sponsored Halloween Spooktacular
3. City Sponsored Breakfast with Santa
4. Caroling during the holidays at Prospect Manor

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# City of South Pasadena

**Date:** October 4, 2017  
**To:** Honorable Mayor and Members of the Council  
**From:** Mark Gallatin, Vice-Chair, Cultural Heritage Commission  
**Re:** **FY 2016-17 Annual Report of the Cultural Heritage Commission**

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This report covers the period July 1, 2016, through June 30, 2017.

The Fiscal Year (FY) 2016-17 was a busy and productive one for the Cultural Heritage Commission (CHC), marked by the timely processing of applications for Certificates of Appropriateness and Mills Act contracts as well as significant progress on several major initiatives to improve and enhance protection for cultural resources in the city.

**Action on Applications**

Type of Application	CHC Action		
	Approved	Continued	Denied
Certificate of Appropriateness – 1 <sup>st</sup> submittal	25	6	0
Certificate of Appropriateness – 2 <sup>nd</sup> submittal	0	3	0
Certificate of Appropriateness – 3 <sup>rd</sup> submittal	1	1	0
<b><i>Subtotal – Certificates of Appropriateness</i></b>	<b>26</b>	<b>10</b>	<b>0</b>
Mills Act – 1 <sup>st</sup> submittal	2*	3	0
Mills Act – 2 <sup>nd</sup> submittal	0	1	0
<b><i>Subtotal – Mills Act</i></b>	<b>2*</b>	<b>4</b>	<b>0</b>
<b>TOTAL CHC ACTIONS</b>	<b>28</b>	<b>14</b>	<b>0</b>

\*Recommended approval to the City Council

The table on the previous page summarizes the actions taken by the CHC on applications for Certificates of Appropriateness and Mills Act contracts during FY 2016-17. It shows that the CHC considered 36 applications for Certificates of Appropriateness and six requests for Mills Act contracts. It is significant to note that 69% of all applications for Certificates of Appropriateness were approved on their first submittal to the CHC and no applications of any kind were denied.

### **Chair Reviews**

Review of small projects and revisions to previously approved projects were expedited through the use of Chair Reviews, in which the Chair of the CHC (or their designee) meets one on one with the applicant to review their plans. During FY 2016-17, 43 Chair Reviews were conducted, resulting in 42 approvals and one denial.

### **Major Initiatives**

During FY 2016-17, the CHC took action to advance the following preservation initiatives:

- Cultural Heritage Ordinance Update
- Meridian Iron Works Museum Repainting
- Earthquake Hazard Reduction Ordinance
- Administrative Procedures for Issuance of Demolition Permits
- Arroyo Seco Golf Course Clubhouse Landmark Eligibility
- Certified Local Government Annual Report
- Historic Resources Survey and Inventory of Addresses Update
- Procedures for Review: Demolition of Unlisted Structures Over 50 Years Old
- Community Center Conceptual Plans
- San Pasqual Stables Subcommittee
- Rialto Theatre Subcommittee

In closing, the CHC wishes to thank the City Council for its support, in particular our Council liaisons this past year, Mayor Pro Tem Richard Schneider, M.D. and Councilmember Robert S. Joe. We would also like to thank and acknowledge those Commissioners whose service ended during FY 2016-17, Debi Howell-Ardila, James McLane, and West De Young. In their place, we welcomed the very capable new Commissioners Rebecca Thompson and John Lesak. Lastly, our accomplishments would not have been possible without a strong staff, led by Senior Planner John Mayer, along with Assistant Planner Edwar Sissi and interns Jose Villegas and Ivan Garay.





# CITY OF SOUTH PASADENA

## INTER-OFFICE MEMORANDUM

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**Date:** October 4, 2017

**To:** Honorable Mayor and Members of the City Council

**Via:** Elaine Aguilar, Interim City Manager *EA*

**From:** Anthony J. Mejia, Chief City Clerk *AJM for AM*

**Re:** October 4, City Council Meeting Agenda Item No. 10 - Minutes of the City Council Meetings of September 6, 2017 and September 20, 2017

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The September 6, 2017 and September 20, 2017 City Council Meeting Minutes will be provided to the City Council under separate cover.

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# City of South Pasadena/ Redevelopment Successor Agency Agenda Report

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

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

COUNCIL AGENDA: October 4, 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 \$486,296.30  
General City Warrants in the Amount of \$1,191,379.46 and Payroll  
in the Amount of \$601,834.35**

## Recommendation

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

## Fiscal Impact

### Prepaid Warrants:

Warrant # 200025 – 200040 \$ 486,296.30

### General City Warrants:

Warrant # 200041 – 200123 \$ 1,191,379.46

Payroll 09-22-17 \$ 601,834.35

### RSA:

Prepaid Warrants \$

General City Warrants \$

Total \$ 2,279,510.11

## Commission Review and Recommendation

This matter was not reviewed by a Commission.

## Legal Review

The City Attorney has not reviewed this item.

## Public Notification of Agenda Item

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

AGENDA ITEM 11

Attachments:

1. Warrant Summary
2. Prepaid Warrant List
3. General City Warrant List
4. Payroll 09-22-17
5. Redevelopment Successor Agency Check Summary Total

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

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

Fund No.	Date 10.04.17 Amounts			
	Prepaid	Written	Payroll	
General Fund	101	53,995.85	115,007.22	275,128.83
Insurance Fund	103			
Street Improvement Program	104		138.20	
Facilities & Equip.Cap. Fund	105		17,484.66	
Local Transit Return "A"	205		3,037.46	8,091.57
Local Transit Return "C"	207		2,998.49	6,659.11
Sewer Fund	210		64.16	14,040.88
CTC Traffic Improvement	211			
Street Lighting Fund	215	13,241.78	34,742.21	7,010.21
Public,Education & Govt Fund	217			
Clean Air Act Fund	218			38.33
Business Improvement Tax	220			
Gold Line Mitigation Fund	223			
Mission Meridian Public Garage	226			
Housing Authority Fund	228			
State Gas Tax	230		12,780.90	16,697.60
County Park Bond Fund	232		4,770.13	
Measure R	233			
MSRC Grant Fund	238		18,112.50	
Bike & Pedestrian Paths	245			
BTA Grants	248			
Golden Streets Grant	249			
Capital Growth Fund	255			
CDBG	260			
Asset Forfeiture	270			
Police Grants - State	272			
Homeland Security Grant	274			
Park Impact Fees	275			
HSIP Grant	277			
Arroyo Seco Golf Course	295			
Sewer Capital Projects Fund	310		534,776.95	133.00
Water Fund	500	296,876.78	447,466.58	60,921.62
2016 Water Revenue Bonds Fund	505			
Public Financing Authority	550			
Payroll Clearing Fund	700	122,181.89		213,113.20
Wire Transfer - Various Funds				
<b>Column Totals</b>		<b>486,296.30</b>	<b>1,191,379.46</b>	<b>601,834.35</b>
<b>City Report Totals</b>			<b>2,279,510.11</b>	

Fund No.	Amounts			
	Prepaid	Written	Payroll	
RSA	227	-	-	-
<b>Column Totals</b>		-	-	-
<b>RSA Report Totals</b>				
<b>Grand Report Total</b>		<b>486,296.30</b>	<b>1,191,379.46</b>	<b>601,834.35</b>
<b>Grand Report Total</b>			<b>2,279,510.11</b>	

Michael A. Cacciotti, Mayor

*David Batt*  
David Batt, Finance Director

Evelyn G. Zneimer, City Clerk

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

# Accounts Payable

## Check Detail

User: mfestejo  
 Printed: 09/20/2017 - 11:49AM



<b>Check Number</b>	<b>Check Date</b>	<b>Amount</b>
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**AME0229 - Ameritas Line Item Account**

200035 09/21/2017

Inv P/R/E 9/17/17

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/19/2017	Vision Ins Oct-17	700-0000-0000-2268-000	3,321.04

Inv P/R/E 9/17/17 Total	3,321.04
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200035 Total:	3,321.04
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**AME0229 - Ameritas Total:**

3,321.04

**ATH0292 - Athens Disposal Company Line Item Account**

200025 09/14/2017

Inv August 2017

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/11/2017	Yard Waste Fees August 2017	500-0000-0000-5525-000	13,123.97

Inv August 2017 Total	13,123.97
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Inv August 2017\*

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/11/2017	Low Income Fees August 2017	101-0000-0000-4210-001	1,677.85

Inv August 2017* Total	1,677.85
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Inv September 2017

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/11/2017	Estimate Rubbish Fees September 2017	500-0000-0000-5360-000	276,481.61

Inv September 2017 Total	276,481.61
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Inv September 2017\*

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/11/2017	Estimate Recycling Fees September 2017	500-0000-0000-5360-000	7,271.20

Inv September 2017* Total	7,271.20
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200025 Total:	298,554.63
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**ATH0292 - Athens Disposal Company Total:** 298,554.63

**ZAMR7000 - Billingslea, Jr., Thomas H. Line Item Account**

200036                      09/21/2017

Inv    P/R/E 9/17/17

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/19/2017	Garnishment	700-0000-0000-2264-000	805.40

Inv P/R/E 9/17/17 Total 805.40

200036 Total: 805.40

**ZAMR7000 - Billingslea, Jr., Thomas H. Total:** 805.40

**CAL0627 - CA Franchise Tax Board Line Item Account**

200037                      09/21/2017

Inv    P/R/E 9/17/17

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/19/2017	Garnishment	700-0000-0000-2264-000	100.00

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

200037 Total: 100.00

**CAL0627 - CA Franchise Tax Board Total:** 100.00

**CSD3010 - Ca. State Disbursement Unit Line Item Account**

200038                      09/21/2017

Inv    P/R/E 9/17/17

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/19/2017	Garnishment	700-0000-0000-2264-000	400.50

Inv P/R/E 9/17/17 Total 400.50

200038 Total: 400.50

**CSD3010 - Ca. State Disbursement Unit Total:** 400.50

**CCAC1020 - City Clerk's Assoc. of CA Line Item Account**

200026                      09/14/2017

Inv    2444

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/28/2017	CCAC Training 11/4/17 - Anthony Mejia	101-1020-1021-8200-000	100.00

Inv 2444 Total 100.00

Check Number	Check Date		Amount
200026	Total:		100.00
<b>CCAC1020 - City Clerk's Assoc. of CA Total:</b>			100.00
<b>SOU5402 - City of South Pasadena PD Petty Cash Line Item Account</b>			
200027	09/14/2017		
Inv	9/13/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/13/2017	Reimb. Petty Cash	101-4010-4011-8020-000	32.00
09/13/2017	Reimb. Petty Cash	101-4010-4011-8200-000	15.42
09/13/2017	Reimb. Petty Cash	101-4010-4011-8090-000	37.44
09/13/2017	Reimb. Petty Cash	101-4010-4011-8105-000	20.00
Inv 9/13/17	Total		104.86
200027	Total:		104.86
<b>SOU5402 - City of South Pasadena PD Petty Cash Total:</b>			104.86
<b>MCGZ8267 - Galvez, Marc Line Item Account</b>			
200028	09/14/2017		
Inv	Sept. 2017		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/13/2017	Instructor Functional Fitness Class	101-8030-8021-8267-000	80.00
Inv Sept. 2017	Total		80.00
200028	Total:		80.00
<b>MCGZ8267 - Galvez, Marc Total:</b>			80.00
<b>JRMC2010 - JRM Consulting Inc. Line Item Account</b>			
200029	09/14/2017		
Inv	119		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/12/2017	Honorarium Speaker 9/14/17-Strategic Planning Presentation	101-8010-8011-8257-000	100.00
Inv 119	Total		100.00
200029	Total:		100.00
<b>JRMC2010 - JRM Consulting Inc. Total:</b>			100.00
<b>MARI8090 - Lee Ko, Mariam Line Item Account</b>			
200030	09/14/2017		

Check Number	Check Date		Amount
Inv	9/9/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/09/2017	Reimb. Cateded Breakfast,Lunch & Snacks for Special Council Mtg	101-1010-1011-8090-000	230.50
Inv 9/9/17 Total			230.50
200030 Total:			230.50
<b>MARI8090 - Lee Ko, Mariam Total:</b>			230.50
<b>MDTS8030 - Madame Tussauds Hollywood Line Item Account</b>			
200031	09/14/2017		
Inv	MCC3581385		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/12/2017	Sr. Center Field Trip General Admission Tickets 9/21/17	101-8030-8021-8264-000	432.00
Inv MCC3581385 Total			432.00
200031 Total:			432.00
<b>MDTS8030 - Madame Tussauds Hollywood Total:</b>			432.00
<b>VRMZ7000 - Munoz, Valerie Line Item Account</b>			
200039	09/21/2017		
Inv	P/R/E 9/17/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/19/2017	Garnishment	700-0000-0000-2264-000	750.00
Inv P/R/E 9/17/17 Total			750.00
200039 Total:			750.00
<b>VRMZ7000 - Munoz, Valerie Total:</b>			750.00
<b>PER4290 - Pers Health Insurance Line Item Account</b>			
200040	09/21/2017		
Inv	P/R/E 9/17/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/19/2017	Health Ins. Oct 17	700-0000-0000-2264-000	116,804.95
09/19/2017	Health Ins. Oct 17	101-3010-3041-7131-000	46,109.70
Inv P/R/E 9/17/17 Total			162,914.65
200040 Total:			162,914.65
<b>PER4290 - Pers Health Insurance Total:</b>			162,914.65

**PIT8031 - Pitney Bowes-Reserve Account Line Item Account**

200032            09/14/2017

Inv    34133033

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/13/2017	Reimb. Postage Meter	101-5010-5011-8010-000	12.01
09/13/2017	Reimb. Postage Meter	101-6010-6011-8010-000	73.15
09/13/2017	Reimb. Postage Meter	101-1020-1021-8010-000	3.18
09/13/2017	Reimb. Postage Meter	101-4010-4011-8010-000	431.99
09/13/2017	Reimb. Postage Meter	101-1010-1011-8010-000	4.14
09/13/2017	Reimb. Postage Meter	101-7010-7011-8010-000	255.91
09/13/2017	Reimb. Postage Meter	101-2010-2021-8010-000	11.58
09/13/2017	Reimb. Postage Meter	101-3010-3011-8010-000	387.26

Inv 34133033 Total 1,179.22

200032 Total: 1,179.22

**PIT8031 - Pitney Bowes-Reserve Account Total:**

1,179.22

**SOU6666 - So. CA Edison Co. Line Item Account**

200033            09/14/2017

Inv    3-008-8091-11

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/07/2017	8/1-9/1/17	215-6010-6201-8140-000	3,844.88

Inv 3-008-8091-11 Total 3,844.88

Inv    3-008-8091-12

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/07/2017	8/1-9/1/17	215-6010-6115-8140-000	857.50

Inv 3-008-8091-12 Total 857.50

Inv    3-008-8091-13

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/07/2017	8/1-9/1/17	215-6010-6201-8140-000	9.95
09/07/2017	8/1-9/1/17	215-6010-6201-8140-000	7,656.06

Inv 3-008-8091-13 Total 7,666.01

Inv    3-008-8091-14

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/07/2017	8/1-9/1/17	215-6010-6201-8140-000	11.52

Inv 3-008-8091-14 Total 11.52

Inv    3-008-8091-16

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/07/2017	8/4-9/5/17	215-6010-6201-8140-000	128.62

Check Number	Check Date		Amount
Inv 3-008-8091-16	Total		128.62
Inv 3-008-8091-17			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/07/2017	8/4-9/5/17	215-6010-6201-8140-000	54.13
Inv 3-008-8091-17	Total		54.13
Inv 3-008-8091-18			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/07/2017	8/4-9/5/17	215-6010-6201-8140-000	50.46
Inv 3-008-8091-18	Total		50.46
Inv 3-008-8091-19			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/07/2017	8/4-9/5/17	215-6010-6201-8140-000	40.25
Inv 3-008-8091-19	Total		40.25
Inv 3-008-8091-20			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/07/2017	8/4-9/5/17	215-6010-6201-8140-000	74.13
Inv 3-008-8091-20	Total		74.13
Inv 3-008-8091-21			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/07/2017	8/4-9/5/17	215-6010-6201-8140-000	78.28
Inv 3-008-8091-21	Total		78.28
Inv 3-008-8091-22			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/07/2017	8/4-9/5/17	215-6010-6201-8140-000	40.98
Inv 3-008-8091-22	Total		40.98
Inv 3-008-8091-23			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/07/2017	8/4-9/5/17	215-6010-6201-8140-000	69.83
Inv 3-008-8091-23	Total		69.83
Inv 3-008-8091-24			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/07/2017	8/4-9/5/17	215-6010-6201-8140-000	75.50
Inv 3-008-8091-24	Total		75.50

Inv 3-008-8436-55

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/07/2017	8/4-9/5/17	215-6010-6201-8140-000	122.01

Inv 3-008-8436-55 Total 122.01

Inv 3-025-4910-19

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/07/2017	8/4-9/5/17	215-6010-6115-8140-000	95.25

Inv 3-025-4910-19 Total 95.25

Inv 3-026-6343-40

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/07/2017	8/4-9/5/17	215-6010-6115-8140-000	16.68

Inv 3-026-6343-40 Total 16.68

Inv 3-045-0630-89

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/07/2017	8/1-9/1/17	215-6010-6201-8140-000	15.75

Inv 3-045-0630-89 Total 15.75

200033 Total: 13,241.78

SOU6666 - So. CA Edison Co. Total: 13,241.78

**TIM4011 - Time Warner Cable Line Item Account**

200034      09/14/2017

Inv 008 0012179

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/06/2017	PD Cable Svcs 9/16-10/15/17	101-4010-4011-8110-000	201.82

Inv 008 0012179 Total 201.82

Inv 008 0269985

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/07/2017	City Hall 2nd Modem Svcs 9/17-10/16/17	101-2010-2032-8150-000	150.74

Inv 008 0269985 Total 150.74

Inv 008 0311688

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/01/2017	1100 Oxley St. Ethernet Fiber 9/11-10/10/17	101-2010-2032-8180-000	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>	
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Check Number	Check Date		Amount
09/01/2017	Yard Ethernet Fiber 9/11-10/10/17	101-2010-2032-8180-000	1,219.58
Inv 008 0311704	Total		1,219.58
Inv 008 0311712			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/01/2017	City Hall Ethernet Fiber 9/11-10/10/17	101-2010-2032-8180-000	1,190.00
Inv 008 0311712	Total		1,190.00
200034 Total:			3,981.72
TIM4011 - Time Warner Cable Total:			3,981.72
Total:			486,296.30

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

# Accounts Payable

## Check Detail

User: mfestejo  
 Printed: 09/20/2017 - 2:51PM



Check Number	Check Date		Amount
<b>ASOP8030 - Aire Serv of Pasadena Line Item Account</b>			
200041	10/04/2017		
Inv	54023361		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/07/2017	PD & FD A/C Maint. Svcs	101-6010-6601-8120-000	493.48
Inv 54023361 Total			493.48
200041 Total:			493.48
<b>ASOP8030 - Aire Serv of Pasadena Total:</b>			493.48
<b>ALH0179 - Alhambra Car Wash Line Item Account</b>			
200042	10/04/2017		
Inv	August 2017		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/04/2017	PD Car Washes 8/17	101-4010-4011-8100-000	322.00
Inv August 2017 Total			322.00
200042 Total:			322.00
<b>ALH0179 - Alhambra Car Wash Total:</b>			322.00
<b>ALLI3041 - Alliant Insurance Svcs Inc. Line Item Account</b>			
200043	10/04/2017		
Inv	697719		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/12/2017	SpecialEventsInsurance,Policy#SEP41023 Cruz'nfor RosesOpenHc	101-5010-5011-8020-000	255.00
09/12/2017	SpecialEventsInsurance,Policy#SEP41023 Cruz'nfor RosesOpenHc	101-2010-2011-8020-000	255.00
09/12/2017	SpecialEventsInsurance,Policy#SEP41023 Cruz'nfor RosesOpenHc	101-4010-4011-8020-000	255.00
Inv 697719 Total			765.00
200043 Total:			765.00
<b>ALLI3041 - Alliant Insurance Svcs Inc. Total:</b>			765.00
<b>AMTE8031 - American Technologies Inc. Line Item Account</b>			

Check Number	Check Date		Amount
200044	10/04/2017		
Inv	9301315889-01		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/28/2017	Council Chambers Flood Mitigation 7/17	101-9000-9405-9405-000	17,891.80
Inv 9301315889-01 Total			17,891.80
200044 Total:			17,891.80
<b>AMTE8031 - American Technologies Inc. Total:</b>			17,891.80
<b>AMT0229 - Amtech Elevator Services Line Item Account</b>			
200045	10/04/2017		
Inv	DVA32179001		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/03/2017	Emergency Elevator Alarm Bell & Light Unit Maint.	101-6010-6601-8120-000	1,315.00
Inv DVA32179001 Total			1,315.00
200045 Total:			1,315.00
<b>AMT0229 - Amtech Elevator Services Total:</b>			1,315.00
<b>AND0239 - Anderson Business Technology Line Item Account</b>			
200046	10/04/2017		
Inv	218557		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/31/2017	Typewriter Repair	101-8010-8011-8110-000	100.46
Inv 218557 Total			100.46
200046 Total:			100.46
<b>AND0239 - Anderson Business Technology Total:</b>			100.46
<b>ANT0243 - Antrim's Security Co., Inc. Line Item Account</b>			
200047	10/04/2017		
Inv	51965		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/11/2017	Eddie Park & Swr Room Keys	101-6010-6601-8020-000	56.81
Inv 51965 Total			56.81
200047 Total:			56.81
<b>ANT0243 - Antrim's Security Co., Inc. Total:</b>			56.81

ARA0260 - Aramark Uniform Services Line Item Account

200048            10/04/2017

Inv    532587416

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/13/2017	Uniform Svcs	210-6010-6501-8132-000	13.32
07/13/2017	Uniform Svcs	215-6010-6201-8132-000	13.32
07/13/2017	Uniform Svcs	230-6010-6116-8132-000	63.32
07/13/2017	Uniform Svcs	500-6010-6710-8132-000	104.96
07/13/2017	Uniform Svcs	101-6010-6601-8132-000	51.92
07/13/2017	Uniform Svcs	215-6010-6310-8132-000	110.76
07/13/2017	Uniform Svcs	500-6010-6711-8132-000	207.85

Inv 532587416 Total 565.45

Inv    532655455

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/10/2017	Uniform Svcs	230-6010-6116-8132-000	27.90
08/10/2017	Uniform Svcs	215-6010-6201-8132-000	74.86
08/10/2017	Uniform Svcs	215-6010-6310-8132-000	10.80
08/10/2017	Uniform Svcs	500-6010-6710-8132-000	67.01
08/10/2017	Uniform Svcs	101-6010-6601-8132-000	16.50
08/10/2017	Uniform Svcs	210-6010-6501-8132-000	10.80
08/10/2017	Uniform Svcs	500-6010-6711-8132-000	22.83

Inv 532655455 Total 230.70

Inv    532672445

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/17/2017	Uniform Svcs	210-6010-6501-8132-000	12.07
08/17/2017	Uniform Svcs	215-6010-6201-8132-000	20.52
08/17/2017	Uniform Svcs	500-6010-6711-8132-000	51.93
08/17/2017	Uniform Svcs	230-6010-6116-8132-000	69.38
08/17/2017	Uniform Svcs	215-6010-6310-8132-000	13.72
08/17/2017	Uniform Svcs	101-6010-6601-8132-000	17.77
08/17/2017	Uniform Svcs	500-6010-6710-8132-000	128.28

Inv 532672445 Total 313.67

Inv    532689332

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/24/2017	Uniform Svcs	101-6010-6601-8132-000	15.45
08/24/2017	Uniform Svcs	215-6010-6310-8132-000	9.75
08/24/2017	Uniform Svcs	500-6010-6711-8132-000	21.78
08/24/2017	Uniform Svcs	210-6010-6501-8132-000	9.75
08/24/2017	Uniform Svcs	230-6010-6116-8132-000	26.85
08/24/2017	Uniform Svcs	500-6010-6710-8132-000	69.07
08/24/2017	Uniform Svcs	215-6010-6201-8132-000	9.75

Inv 532689332 Total 162.40

Inv    532706316

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/31/2017	Uniform Svcs	215-6010-6201-8132-000	9.75

Check Number	Check Date		Amount
08/31/2017	Uniform Svcs	500-6010-6710-8132-000	27.47
08/31/2017	Uniform Svcs	215-6010-6310-8132-000	19.51
08/31/2017	Uniform Svcs	500-6010-6711-8132-000	21.14
08/31/2017	Uniform Svcs	230-6010-6116-8132-000	26.22
08/31/2017	Uniform Svcs	210-6010-6501-8132-000	9.11
08/31/2017	Uniform Svcs	101-6010-6601-8132-000	11.65

Inv 532706316 Total 124.85

Inv 532723266

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/07/2017	Uniform Svcs	215-6010-6201-8132-000	9.75
09/07/2017	Uniform Svcs	210-6010-6501-8132-000	9.11
09/07/2017	Uniform Svcs	500-6010-6711-8132-000	21.14
09/07/2017	Uniform Svcs	215-6010-6310-8132-000	19.53
09/07/2017	Uniform Svcs	500-6010-6710-8132-000	27.47
09/07/2017	Uniform Svcs	230-6010-6116-8132-000	26.22
09/07/2017	Uniform Svcs	101-6010-6601-8132-000	11.65

Inv 532723266 Total 124.87

200048 Total: 1,521.94

ARA0260 - Aramark Uniform Services Total: 1,521.94

ARC6011 - ARC Line Item Account

200049 10/04/2017

Inv 9321881

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/29/2017	Print Svcs - Monterey & El Centro Street Improvements	104-9000-9203-9203-000	138.20

Inv 9321881 Total 138.20

200049 Total: 138.20

ARC6011 - ARC Total: 138.20

AINI5010 - Arrow International Inc. Line Item Account

200050 10/04/2017

Inv 94992011

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/19/2017	FD Medical Supplies	101-5010-5011-8025-000	950.92

Inv 94992011 Total 950.92

200050 Total: 950.92

AINI5010 - Arrow International Inc. Total: 950.92

<b>Check Number</b>	<b>Check Date</b>		<b>Amount</b>
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**AUDI8011 - Audio Editions Line Item Account**

200051      10/04/2017

Inv 1643976

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/18/2017	Books on Cassette & CDs	101-8010-8011-8080-000	73.16

Inv 1643976 Total 73.16

Inv 1644165

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/22/2017	Books on Cassette & CDs	101-8010-8011-8080-000	24.36

Inv 1644165 Total 24.36

Inv 1644388

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/23/2017	Books on Cassette & CDs	101-8010-8011-8080-000	1,186.29

Inv 1644388 Total 1,186.29

Inv 1644460

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/23/2017	Books on Cassette & CDs	101-8010-8011-8080-000	70.52

Inv 1644460 Total 70.52

Inv 1644651

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/25/2017	Books on Cassette & CDs	101-8010-8011-8080-000	139.33

Inv 1644651 Total 139.33

Inv 1645228

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/30/2017	Books on Cassette & CDs	101-8010-8011-8080-000	24.37

Inv 1645228 Total 24.37

Inv 1645534

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/01/2017	Books on Cassette & CDs	101-8010-8011-8080-000	34.84

Inv 1645534 Total 34.84

200051 Total: 1,552.87

**AUDI8011 - Audio Editions Total:** 1,552.87

**AVA0287 - Avalon Property Services, Inc. Line Item Account**

200052      10/04/2017

<b>Check Number</b>	<b>Check Date</b>			<b>Amount</b>
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Inv 26249

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
09/01/2017	Bus Stop Maint, Sweeping & Trash Removal Svcs 9/17	205-8030-8024-8180-000		2,275.95

Inv 26249 Total 2,275.95

Inv 26250

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
09/01/2017	Unlocking of Restrooms 9/17 - Orange Grove	101-6010-6601-8180-000		90.11

Inv 26250 Total 90.11

Inv 26250\*

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
09/01/2017	Unlocking of Restrooms 9/17 - Garfield	232-6010-6417-8180-000		90.11

Inv 26250\* Total 90.11

Inv 26250\*\*

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
09/01/2017	Unlocking of Restrooms 9/17 - Arroyo	232-6010-6417-8180-000		90.11

Inv 26250\*\* Total 90.11

Inv 26251

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
09/01/2017	Machine Sweeping of Parking Lot 9/17	205-8030-8024-8180-000		761.51

Inv 26251 Total 761.51

200052 Total: 3,307.79

**AVA0287 - Avalon Property Services, Inc. Total:** 3,307.79

**BBSW9399 - Banner Bank Line Item Account**

200053 10/04/2017

Inv #15

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
08/15/2017	Southwest Pipeline & Trenchless Corp.-Escrow Acct.# 1171	310-9000-9399-9399-000		26,088.60

Inv #15 Total 26,088.60

200053 Total: 26,088.60

**BBSW9399 - Banner Bank Total:** 26,088.60

**TBG8010 - Billings, Cathy Line Item Account**

200054 10/04/2017

Check Number	Check Date		Amount
Inv	8/31/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/31/2017	Reimb. CLA Membership Fees	101-8010-8011-8060-000	165.00
Inv 8/31/17 Total			165.00
Inv	8/31/17*		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/31/2017	Reimb. 2017 CLA Conference Expenses	* 101-8010-8011-8090-000	220.00
Inv 8/31/17* Total			220.00
200054 Total:			385.00
<b>CTBG8010 - Billings, Cathy Total:</b>			385.00
<b>CAUB9266 - California United Bank Line Item Account</b>			
200055	10/04/2017		
Inv #29			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/08/2017	Garfield Reservoir Retention - 0138174743	500-9000-9266-9266-000	20,798.08
Inv #29 Total			20,798.08
200055 Total:			20,798.08
<b>CAUB9266 - California United Bank Total:</b>			20,798.08
<b>CAN0607 - Cantu Graphics Line Item Account</b>			
200056	10/04/2017		
Inv 1924			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/21/2017	Clean Air Car Show & Green Living Expo Posters	101-0000-0000-2992-003	174.58
Inv 1924 Total			174.58
200056 Total:			174.58
<b>CAN0607 - Cantu Graphics Total:</b>			174.58
<b>CAR4223 - Carson Industries Inc Line Item Account</b>			
200057	10/04/2017		
Inv 32243			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/28/2017	Computer Care Kit	101-8010-8011-8020-000	199.90
Inv 32243 Total			199.90



Check Number	Check Date		Amount
200057 Total:			199.90
<b>CAR4223 - Carson Industries Inc Total:</b>			199.90
<b>PAS4012 - City of Pasadena Line Item Account</b>			
200058	10/04/2017		
Inv	3009204		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/30/2017	Energy & Maint. Traffic Signals & Safety Lights 7/2016-6/2017	215-6010-6115-8180-000	1,226.82
Inv 3009204 Total			1,226.82
200058 Total:			1,226.82
<b>PAS4012 - City of Pasadena Total:</b>			1,226.82
<b>CPSS6015 - Complete Printing Solutions Line Item Account</b>			
200059	10/04/2017		
Inv	32591		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/10/2017	Print Svcs of FOG Forms	101-6010-6015-8050-000	129.63
Inv 32591 Total			129.63
200059 Total:			129.63
<b>CPSS6015 - Complete Printing Solutions Total:</b>			129.63
<b>CONN6711 - Conney Safety Line Item Account</b>			
200060	10/04/2017		
Inv	05413484		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/15/2017	Safety Supplies for Parks Div.	215-6010-6310-8134-000	161.92
Inv 05413484 Total			161.92
200060 Total:			161.92
<b>CONN6711 - Conney Safety Total:</b>			161.92
<b>DSP0755 - D &amp; S Printing Line Item Account</b>			
200061	10/04/2017		
Inv	8264		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/11/2017	PD Courtesy Cards	101-4010-4011-8050-000	152.95

Check Number	Check Date		Amount
Inv 8264 Total			152.95
200061 Total:			152.95
<b>DSP0755 - D &amp; S Printing Total:</b>			152.95
<b>DDLT6115 - DDL Traffic Inc. Line Item Account</b>			
200062	10/04/2017		
Inv 5409			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/29/2017	Install 3 Battery Backup Systems for Traffic Signals	215-6010-6115-8520-000	24,036.88
Inv 5409 Total			24,036.88
200062 Total:			24,036.88
<b>DDLT6115 - DDL Traffic Inc. Total:</b>			24,036.88
<b>KBJI1021 - Demirjian, Lucy Line Item Account</b>			
200063	10/04/2017		
Inv 9/13-15/17			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/19/2017	Reimb. 2017 League of CA Cities Annual Conf. Expenses	101-1010-1011-8090-000	19.26
09/19/2017	Reimb. 2017 League of CA Cities Annual Conf. Expenses	101-2010-2011-8090-000	53.77
Inv 9/13-15/17 Total			73.03
200063 Total:			73.03
<b>KBJI1021 - Demirjian, Lucy Total:</b>			73.03
<b>ANDZ4610 - Dominguez, Ana Line Item Account</b>			
200064	10/04/2017		
Inv 222137971			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/19/2017	Refund Citation	101-0000-0000-4610-000	98.00
Inv 222137971 Total			98.00
200064 Total:			98.00
<b>ANDZ4610 - Dominguez, Ana Total:</b>			98.00
<b>DDL8010 - Dr. Detail Ph.D Line Item Account</b>			
200065	10/04/2017		

Check Number	Check Date		Amount
Inv	00072		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/01/2017	Community Room Carpet Cleaning & Pwr Wash Exterior	101-8010-8011-8120-000	275.00
Inv 00072 Total			275.00
200065 Total:			275.00
<b>DDL8010 - Dr. Detail Ph.D Total:</b>			275.00
<b>DBAR3011 - Dunbar Armored Inc. Line Item Account</b>			
200066	10/04/2017		
Inv	4050126		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/01/2017	Armored Car Svc for 9/17	101-3010-3041-8180-000	738.00
09/01/2017	Armored Car Svc for 9/17	500-3010-3012-8180-000	738.00
Inv 4050126 Total			1,476.00
Inv	4050126*		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/01/2017	Armored Car Svc for Excess Svcs 8/17	101-3010-3041-8180-000	286.66
Inv 4050126* Total			286.66
200066 Total:			1,762.66
<b>DBAR3011 - Dunbar Armored Inc. Total:</b>			1,762.66
<b>SUFT3012 - Feldmeth, Sue Line Item Account</b>			
200067	10/04/2017		
Inv	9/14/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/14/2017	Refund Rebate	500-3010-3012-8032-000	100.00
Inv 9/14/17 Total			100.00
200067 Total:			100.00
<b>SUFT3012 - Feldmeth, Sue Total:</b>			100.00
<b>GEER6711 - Geer, James Line Item Account</b>			
200068	10/04/2017		
Inv	9/8/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/08/2017	Reimb. D3 State Water Resource Control Board Certification	500-6010-6711-8200-000	90.00
Inv 9/8/17 Total			90.00

<b>Check Number</b>	<b>Check Date</b>	<b>Amount</b>
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200068 Total: 90.00

**GEER6711 - Geer, James Total:** 90.00

**GKAS9000 - GK & Associates Line Item Account**

200069      10/04/2017  
 Inv    17-071

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/31/2017	Arroyo Seco Ped Project PW Construction 8/17	238-9000-9160-9160-000	18,112.50
Inv 17-071 Total			18,112.50

200069 Total: 18,112.50

**GKAS9000 - GK & Associates Total:** 18,112.50

**GPPT9090 - Gopher Patrol Line Item Account**

200070      10/04/2017  
 Inv    247743

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/18/2017	Gopher Patrol Svcs-PasadenaAv.Median/Sycamore	215-6010-6416-8180-000	425.00
Inv 247743 Total			425.00

200070 Total: 425.00

**GPPT9090 - Gopher Patrol Total:** 425.00

**GRA1244 - Graffiti Control Systems Line Item Account**

200071      10/04/2017  
 Inv    SPAS0717

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/31/2017	Citywide Graffiti Removal Svcs 7/17	101-6010-6410-8262-000	1,852.20
Inv SPAS0717 Total			1,852.20

Inv    SPAS0817

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/31/2017	Citywide Graffiti Removal Svcs 8/17	101-6010-6410-8262-000	539.00
Inv SPAS0817 Total			539.00

200071 Total: 2,391.20

**GRA1244 - Graffiti Control Systems Total:** 2,391.20

**GREA6116 - Great Match Consulting Line Item Account**

200072            10/04/2017

Inv    1690003657

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/06/2017	Street Maint. Temp w/ 9/3/17	230-6010-6116-8180-000	823.20

Inv 1690003657 Total 823.20

200072 Total: 823.20

**GREA6116 - Great Match Consulting Total:** 823.20

**GRE1270 - Greg's Automotive Services Line Item Account**

200073            10/04/2017

Inv    14632

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/23/2017	Yard Unit#8 Vehicle Maint.	500-6010-6711-8100-000	87.00

Inv 14632 Total 87.00

200073 Total: 87.00

**GRE1270 - Greg's Automotive Services Total:** 87.00

**HAC6711 - Hach Company Line Item Account**

200074            10/04/2017

Inv    10592045

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/16/2017	Reagent for CL-17 Chlorine Analyser	500-6010-6711-8020-000	3,779.85

Inv 10592045 Total 3,779.85

200074 Total: 3,779.85

**HAC6711 - Hach Company Total:** 3,779.85

**HOP19319 - Hands On Painting Inc. Line Item Account**

200075            10/04/2017

Inv    20308

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/05/2017	Library Community Room Interior Painting	105-9000-9321-9321-000	8,750.00

Inv 20308 Total 8,750.00

200075 Total: 8,750.00

<b>Check Number</b>	<b>Check Date</b>	<b>Amount</b>
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**HOP19319 - Hands On Painting Inc. Total:** 8,750.00

**HGSI6010 - Harry's Glass Shop Inc. Line Item Account**

200076            10/04/2017

Inv 17-30902

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/21/2017	Citywide Street Light Lens Replacement	215-6010-6201-8020-000	491.62

Inv 17-30902 Total 491.62

200076 Total: 491.62

**HGSI6010 - Harry's Glass Shop Inc. Total:** 491.62

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

200077            10/04/2017

Inv 63843

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/30/2017	Traffic Signs & Graffiti Overlay	230-6010-6116-8020-000	499.61

Inv 63843 Total 499.61

200077 Total: 499.61

**HIW6710 - Hi-Way Safety Inc Total:** 499.61

**HUN4011 - Huntington Hospital Line Item Account**

200078            10/04/2017

Inv 1649985

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/04/2017	PD Booking Approval County Jail-Robert Resendez	101-4010-4011-8170-000	2,602.39

Inv 1649985 Total 2,602.39

200078 Total: 2,602.39

**HUN4011 - Huntington Hospital Total:** 2,602.39

**HCC8025 - Irwindale Industrial Clinic Line Item Account**

200079            10/04/2017

Inv 279976-750272

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/31/2017	Random Testing & New Hire Testing	207-8030-8025-8020-000	160.00

Inv 279976-750272 Total 160.00

Check Number	Check Date		Amount
200079	Total:		160.00
<b>IICC8025 - Irwindale Industrial Clinic Total:</b>			160.00
<b>JSAR4011 - Jack's Auto Repair Line Item Account</b>			
200080	10/04/2017		
Inv	15530		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/05/2017	Transit Van# 75 45 Day Inspection Svc	207-8030-8025-8100-000	55.00
Inv 15530 Total			55.00
200080 Total:			55.00
<b>JSAR4011 - Jack's Auto Repair Total:</b>			55.00
<b>JHMS8020 - JHM Supply Line Item Account</b>			
200081	10/04/2017		
Inv	109599/1		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/01/2017	Irrigation Supplies-State Street & Raymondale	101-6010-6410-8020-000	57.76
Inv 109599/1 Total			57.76
Inv	109602/1		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/22/2017	Irrigation Supplies	101-6010-6410-8020-000	327.61
Inv 109602/1 Total			327.61
Inv	114238/1		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/08/2017	Irrigation Supplies	101-6010-6410-8020-000	161.36
Inv 114238/1 Total			161.36
200081 Total:			546.73
<b>JHMS8020 - JHM Supply Total:</b>			546.73
<b>LASC5505 - L.A. Signal Construction Inc. Line Item Account</b>			
200082	10/04/2017		
Inv	R00391029		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/13/2017	Refund Duplicate Busn. License Payment	101-0000-0000-5505-000	1.00
09/13/2017	Refund Duplicate Busn. License Payment	101-0000-0000-5150-001	25.00
Inv R00391029 Total			26.00

200082 Total:

26.00

**LASC5505 - L.A. Signal Construction Inc. Total:**

26.00

**LDCR6410 - LandCare USA LLC Line Item Account**

200083            10/04/2017

Inv    88960

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/25/2017	Landscape Monthly Maint. Svcs 8/17	215-6010-6416-8180-000	3,675.00
08/25/2017	Landscape Monthly Maint. Svcs 8/17	101-6010-6410-8180-000	14,138.00
08/25/2017	Landscape Monthly Maint. Svcs 8/17	232-6010-6417-8180-000	765.00

Inv 88960 Total 18,578.00

Inv    89405

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/25/2017	Irrigation Replacement	215-6010-6416-8180-000	443.52

Inv 89405 Total 443.52

Inv    89406

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/25/2017	Irrigation Replacement	215-6010-6416-8180-000	887.04

Inv 89406 Total 887.04

200083 Total:

19,908.56

**LDCR6410 - LandCare USA LLC Total:**

19,908.56

**LAN6401 - Landscape Structures Inc Line Item Account**

200084            10/04/2017

Inv    048198

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/25/2017	Replacement Belts & Swing Sets Accessories	232-6010-6417-8110-000	3,638.26

Inv 048198 Total 3,638.26

200084 Total:

3,638.26

**LAN6401 - Landscape Structures Inc Total:**

3,638.26

**LAW6711 - Lawn Mower Corner Line Item Account**

200085            10/04/2017

Inv    5951

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
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Check Number	Check Date		Amount
05/11/2017	Chainsaw Chains Replaced/Provided for 3 Chainsaws	101-6010-6601-8110-000	58.69
Inv 5951 Total			58.69
Inv 6074			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/22/2017	Honda Generator Svc & Repair Maint.	101-6010-6601-8110-000	155.46
Inv 6074 Total			155.46
200085 Total:			214.15
<b>LAW6711 - Lawn Mower Corner Total:</b>			<b>214.15</b>
<b>LCW7456 - Liebert Cassidy Whitmore Line Item Account</b>			
200086	10/04/2017		
Inv 1446391			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/08/2017	Personnel Matters 8/17	101-2010-2013-8160-000	390.00
Inv 1446391 Total			390.00
Inv 1446392			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/08/2017	Personnel Matters 8/17	101-2010-2013-8160-000	25,050.32
Inv 1446392 Total			25,050.32
Inv 1446393			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/08/2017	Personnel Matters 8/17	101-2010-2013-8160-000	1,295.00
Inv 1446393 Total			1,295.00
Inv 1446394			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/08/2017	Personnel Matters 8/17	101-2010-2013-8160-000	11,744.80
Inv 1446394 Total			11,744.80
Inv 1446395			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/08/2017	Personnel Matters 8/17	101-2010-2013-8160-000	140.00
Inv 1446395 Total			140.00
Inv 1446396			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/08/2017	Personnel Matters 8/17	101-2010-2013-8160-000	56.00

Check Number	Check Date		Amount
Inv 1446396	Total		56.00
Inv 1446397			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/08/2017	Personnel Matters 8/17	101-2010-2013-8160-000	735.00
Inv 1446397	Total		735.00
Inv 1446503			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/08/2017	Personnel Matters 8/17	101-2010-2013-8160-000	1,530.00
Inv 1446503	Total		1,530.00
200086 Total:			40,941.12
<b>LCW7456 - Liebert Cassidy Whitmore Total:</b>			40,941.12
<b>LKUP5011 - Lock-Up Inc. Line Item Account</b>			
200087	10/04/2017		
Inv 11973			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/19/2017	FD Garage Door Upgrades	105-9000-9230-9230-000	3,080.00
Inv 11973	Total		3,080.00
200087 Total:			3,080.00
<b>LKUP5011 - Lock-Up Inc. Total:</b>			3,080.00
<b>LSAS9160 - LSA Associates Inc. Line Item Account</b>			
200088	10/04/2017		
Inv 154816			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/26/2017	Environmental Svcs Arroyo Seco Bicycle & Pedestrian Trail 7/17	207-9000-9160-9160-000	2,705.00
Inv 154816	Total		2,705.00
200088 Total:			2,705.00
<b>LSAS9160 - LSA Associates Inc. Total:</b>			2,705.00
<b>MJRI2950 - Magic Jump Rentals Inc. Line Item Account</b>			
200089	10/04/2017		
Inv 197152			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/13/2017	2017 Halloween Spooktacular Event Activity Rentals 10/27/17	101-8030-8032-8264-000	1,660.50

Check Number	Check Date		Amount
		Inv 197152 Total	1,660.50
		200089 Total:	1,660.50
		<b>MJRI2950 - Magic Jump Rentals Inc. Total:</b>	1,660.50
		<b>TRA2010 - Norman A. Traub Assoc. Line Item Account</b>	
	200090	10/04/2017	
	Inv	17103	
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	08/23/2017	HR/Personnel Matter Investigation Svcs 7/17	101-2010-2013-8170-000
			4,910.04
		Inv 17103 Total	4,910.04
	Inv	17103.1	
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	09/06/2017	HR/Personnel Matter Investigation Svcs 8/17	101-2010-2013-8170-000
			3,040.00
		Inv 17103.1 Total	3,040.00
		200090 Total:	7,950.04
		<b>TRA2010 - Norman A. Traub Assoc. Total:</b>	7,950.04
		<b>OCL8011 - OCLC Inc. Line Item Account</b>	
	200091	10/04/2017	
	Inv	0000552426	
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	08/31/2017	Library Main Computer Svcs for Cataloguing	101-8010-8011-8110-000
			1,610.51
		Inv 0000552426 Total	1,610.51
		200091 Total:	1,610.51
		<b>OCL8011 - OCLC Inc. Total:</b>	1,610.51
		<b>OSSS3010 - Olympic Staffing Services Line Item Account</b>	
	200092	10/04/2017	
	Inv	199268	
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	08/23/2017	Temp Staff Svcs w/ 8/20/17	101-2010-2013-8170-000
			465.00
		Inv 199268 Total	465.00
	Inv	199485	
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>

Check Number	Check Date		Amount
09/06/2017	Temp Staff Svcs w/ 9/3/17	101-2010-2013-8170-000	697.50
Inv 199485 Total			697.50
200092 Total:			1,162.50
<b>OSSS3010 - Olympic Staffing Services Total:</b>			1,162.50
<b>OVDR8011 - OverDrive Inc. Line Item Account</b>			
200093	10/04/2017		
Inv	01148CO17030548		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/08/2017	eBooks	101-8010-8011-8080-000	427.97
Inv 01148CO17030548 Total			427.97
200093 Total:			427.97
<b>OVDR8011 - OverDrive Inc. Total:</b>			427.97
<b>PHCP9255 - Pacific Hydrotech Corp. Line Item Account</b>			
200094	10/04/2017		
Inv	#29		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/28/2017	Garfield Reservoir Replacement Project 8/17	500-9000-9266-9266-000	395,163.52
Inv #29 Total			395,163.52
200094 Total:			395,163.52
<b>PHCP9255 - Pacific Hydrotech Corp. Total:</b>			395,163.52
<b>PHS4011 - Pasadena Humane Society Line Item Account</b>			
200095	10/04/2017		
Inv	Sept 2017		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/12/2017	PD Animal Control Svcs 9/17	101-4010-4011-8180-000	10,569.98
Inv Sept 2017 Total			10,569.98
200095 Total:			10,569.98
<b>PHS4011 - Pasadena Humane Society Total:</b>			10,569.98
<b>PBGF8031 - Pitney Bowes Global Fin. Svc LLC Line Item Account</b>			
200096	10/04/2017		

Check Number	Check Date		Amount
Inv	3101530852		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/31/2017	Postage Meter Lease 6/30-9/29/17	101-8010-8011-8155-000	304.66
Inv 3101530852 Total			304.66
200096 Total:			304.66
<b>PBGF8031 - Pitney Bowes Global Fin. Svc LLC Total:</b>			304.66
<b>POS5265 - Post Alarm Systems Line Item Account</b>			
200097	10/04/2017		
Inv	1002041		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/05/2017	WMB Monitoring Fee 10/17	101-8030-8031-8180-000	48.77
Inv 1002041 Total			48.77
200097 Total:			48.77
<b>POS5265 - Post Alarm Systems Total:</b>			48.77
<b>RFCI8180 - Raftelis Financial Consult.Svcs. Inc. Line Item Account</b>			
200098	10/04/2017		
Inv	SPCA1608-09		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/09/2017	Water Rate Study 7/17	500-6010-6711-8170-000	10,079.67
Inv SPCA1608-09 Total			10,079.67
Inv	SPCA1608-10		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/12/2017	Water Rate Study 8/17	500-6010-6711-8170-000	9,536.22
Inv SPCA1608-10 Total			9,536.22
200098 Total:			19,615.89
<b>RFCI8180 - Raftelis Financial Consult.Svcs. Inc. Total:</b>			19,615.89
<b>RGET5150 - RG Electric Line Item Account</b>			
200099	10/04/2017		
Inv	R00392255		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/15/2017	Refund Duplicate Application Fee	101-0000-0000-5150-001	25.00
Inv R00392255 Total			25.00

Check Number	Check Date		Amount
200099 Total:			25.00
<b>RGETS150 - RG Electric Total:</b>			25.00
<b>ROB1111 - Robledo, Shannon Line Item Account</b>			
200100	10/04/2017		
Inv	9/14/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/15/2017	Reimb. PD Training Expense	101-4010-4011-8210-000	67.39
Inv 9/14/17 Total			67.39
200100 Total:			67.39
<b>ROB1111 - Robledo, Shannon Total:</b>			67.39
<b>RGVG8268 - Rolling Video Games Line Item Account</b>			
200101	10/04/2017		
Inv	10211518		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/13/2017	2017 Halloween Spooktacular Event Activity Rental 10/27/17	101-8030-8032-8264-000	350.00
Inv 10211518 Total			350.00
200101 Total:			350.00
<b>RGVG8268 - Rolling Video Games Total:</b>			350.00
<b>SPH2011 - S.P.High School ASB Line Item Account</b>			
200102	10/04/2017		
Inv	2017		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/12/2017	Teen Center Ads in Tiger Newspaper	101-8030-8032-8020-000	110.00
Inv 2017 Total			110.00
200102 Total:			110.00
<b>SPH2011 - S.P.High School ASB Total:</b>			110.00
<b>SHO7777 - Showcases Line Item Account</b>			
200103	10/04/2017		
Inv	301657		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/18/2017	CD & DVD Cases	101-0000-0000-2700-000	-22.23

Check Number	Check Date		Amount
08/18/2017	CD & DVD Cases	101-8010-8011-8020-000	281.81
Inv 301657 Total			259.58
Inv 301658			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/18/2017	CD & DVD Cases	101-0000-0000-2700-000	-5.14
08/18/2017	CD & DVD Cases	101-8010-8011-8020-000	65.19
Inv 301658 Total			60.05
200103 Total:			319.63
<b>SHO7777 - Showcases Total:</b>			319.63
<b>SNML6710 - Sonsray Machinery Line Item Account</b>			
200104	10/04/2017		
Inv W04207-03			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/30/2017	Yard Unit# 17 Water Distribution Backhoe Maint. Svc	500-6010-6710-8110-000	569.83
Inv W04207-03 Total			569.83
200104 Total:			569.83
<b>SNML6710 - Sonsray Machinery Total:</b>			569.83
<b>SCPR2992 - Southern CA Public Radio Line Item Account</b>			
200105	10/04/2017		
Inv 10397-00007			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/27/2017	KPCC Ads 8/11-16/17	101-8010-8011-8040-000	250.00
Inv 10397-00007 Total			250.00
200105 Total:			250.00
<b>SCPR2992 - Southern CA Public Radio Total:</b>			250.00
<b>SWTL9399 - Southwest Pipeline &amp; Trenchless Corp. Line Item Account</b>			
200106	10/04/2017		
Inv #15			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/15/2017	Swr Rehab. & Replacement Project Construction Svcs	310-9000-9399-9399-000	495,683.35
Inv #15 Total			495,683.35

Check Number	Check Date		Amount
200106 Total:			495,683.35
<b>SWTL9399 - Southwest Pipeline &amp; Trenchless Corp. Total:</b>			495,683.35
<b>STA5219 - Staples Business Advantage Line Item Account</b>			
200107	10/04/2017		
Inv	3350102788		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/23/2017	Yard Office Supplies	101-6010-6011-8000-000	71.30
Inv 3350102788 Total			71.30
Inv	3350620113		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/26/2017	Yard Office Supplies	101-6010-6410-8000-000	108.55
Inv 3350620113 Total			108.55
Inv	3350620125		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/26/2017	Yard Office Supplies	101-6010-6410-8000-000	12.01
Inv 3350620125 Total			12.01
Inv	3350620140		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/26/2017	Comm. Svcs Office Supplies	207-8030-8025-8000-000	78.49
08/26/2017	Comm. Svcs Office Supplies	101-8030-8031-8000-000	118.98
Inv 3350620140 Total			197.47
Inv	3350620154		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/26/2017	Comm. Svcs Office Supplies	101-8030-8031-8000-000	9.99
Inv 3350620154 Total			9.99
Inv	3351911377		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/03/2017	Yard Office Supplies	101-6010-6410-8000-000	22.06
Inv 3351911377 Total			22.06
200107 Total:			421.38
<b>STA5219 - Staples Business Advantage Total:</b>			421.38
<b>STE4845 - Stetson Engineers Inc Line Item Account</b>			
200108	10/04/2017		



Check Number	Check Date		Amount
Inv	3895		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/25/2017	2016 Consumer Confidence Report	500-6010-6711-8170-000	4,446.56
Inv 3895 Total			4,446.56
200108 Total:			4,446.56
<b>STE4845 - Stetson Engineers Inc Total:</b>			4,446.56
<b>SPWS8020 - SupplyWorks Line Item Account</b>			
200109	10/04/2017		
Inv	412190969		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/06/2017	Janitorial Supplies	101-8010-8011-8120-000	233.28
Inv 412190969 Total			233.28
200109 Total:			233.28
<b>SPWS8020 - SupplyWorks Total:</b>			233.28
<b>SWRCB900 - SWRCB Accounting Office Line Item Account</b>			
200110	10/04/2017		
Inv	489730		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/05/2017	PW Permit Registration Appl. ID# 489730 Fee	101-9000-9160-9160-000	622.00
Inv 489730 Total			622.00
200110 Total:			622.00
<b>SWRCB900 - SWRCB Accounting Office Total:</b>			622.00
<b>TSCS8030 - The Sauce Creative Services Line Item Account</b>			
200111	10/04/2017		
Inv	1888		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/07/2017	Clean Air Car Show & Green Living Expo Bookmarks & Ads	101-0000-0000-2992-003	131.20
Inv 1888 Total			131.20
200111 Total:			131.20
<b>TSCS8030 - The Sauce Creative Services Total:</b>			131.20

<b>Check Number</b>	<b>Check Date</b>	<b>Amount</b>
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**TRE9241 - Trench Shoring Line Item Account**

200112	10/04/2017	
Inv	1094126-0008	○

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/12/2017	K-Rail Rental for Wall @ Hanscom Dr.	230-6010-6116-8020-000	126.00

Inv 1094126-0008 Total		126.00
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200112 Total:		126.00
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**TRE9241 - Trench Shoring Total:**

126.00

**TTTC6710 - TT Technologies, Inc. Line Item Account**

200113	10/04/2017	
Inv	0190157	

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/31/2017	Aiming Frame & Telescope Replacement Existing Failed Equipmen	500-6010-6710-8110-000	1,099.35

Inv 0190157 Total		1,099.35
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200113 Total:		1,099.35
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**TTTC6710 - TT Technologies, Inc. Total:**

1,099.35 ○

**UND6710 - Underground Service Alert Line Item Account**

200114	10/04/2017	
Inv	820170694	

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/01/2017	Underground Svc Alerts 8/17	500-6010-6710-8020-000	145.30

Inv 820170694 Total		145.30
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200114 Total:		145.30
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**UND6710 - Underground Service Alert Total:**

145.30

**UQMS8010 - Unique Mgmt Svcs Inc. Line Item Account**

200115	10/04/2017	
Inv	449996	

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/01/2017	Recovering Agency Svcs 8/17	101-8010-8011-8180-000	205.85

Inv 449996 Total		205.85
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200115 Total:		205.85 ○
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Check Number	Check Date		Amount
<b>UQMS8010 - Unique Mgmt Svcs Inc. Total:</b>			205.85
<b>UNCO9259 - Universal Coatings, Inc. Line Item Account</b>			
200116	10/04/2017		
Inv	17-064		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/31/2017	Citywide Roof Replacements Project	105-9000-9223-9223-000	5,654.66
Inv 17-064 Total			5,654.66
200116 Total:			5,654.66
<b>UNCO9259 - Universal Coatings, Inc. Total:</b>			5,654.66
<b>VCMT6010 - Valley Construction Mgmt Line Item Account</b>			
200117	10/04/2017		
Inv	SD0625-17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/05/2017	Swr Rehab. & Replacement Project Const.Mgmt & InspectionSvcs8	310-6010-6501-8170-000	13,005.00
Inv SD0625-17 Total			13,005.00
200117 Total:			13,005.00
<b>VCMT6010 - Valley Construction Mgmt Total:</b>			13,005.00
<b>VEWI8020 - Vision Electric Wholesale Inc. Line Item Account</b>			
200118	10/04/2017		
Inv	29143		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/09/2017	Arroyo Trail SP Lighting Sign Retrofit/Replacement	215-6010-6201-8020-000	183.88
Inv 29143 Total			183.88
Inv	29334		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/28/2017	Grand Reservoir Emergency Lighting Replacement	500-6010-6711-8120-000	62.27
Inv 29334 Total			62.27
Inv	29349		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/18/2017	Maint. Yard/Shop T8 Lighting 2-Pin	101-6010-6601-8020-000	192.99
Inv 29349 Total			192.99
Inv	29350		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

Check Number	Check Date		Amount
08/14/2017	Arroyo Park Trail South of 110 Underpass for Sign Illumination	215-6010-6416-8020-000	188.51
Inv 29350 Total			188.51
Inv 29388			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/31/2017	WMB Lighting Timer Replacement Chandilier Interior	101-6010-6601-8020-000	40.16
Inv 29388 Total			40.16
Inv 29488			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/31/2017	12 Hour Timer Switch	101-6010-6601-8020-000	48.07
Inv 29488 Total			48.07
200118 Total:			715.88
<b>VEWI8020 - Vision Electric Wholesale Inc. Total:</b>			715.88
<b>VIPI3032 - Vision Technology Solutions Line Item Account</b>			
200119	10/04/2017		
Inv 35409			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/10/2017	Web Hosting for Sept. 2017	101-2010-2032-8180-000	243.10
Inv 35409 Total			243.10
200119 Total:			243.10
<b>VIPI3032 - Vision Technology Solutions Total:</b>			243.10
<b>WWMN8010 - Wellman Jr., William Line Item Account</b>			
200120	10/04/2017		
Inv 9/2/17			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/02/2017	Books	101-8010-8011-8080-000	65.00
Inv 9/2/17 Total			65.00
200120 Total:			65.00
<b>WWMN8010 - Wellman Jr., William Total:</b>			65.00
<b>WES4152 - West Coast Arborists, Inc. Line Item Account</b>			
200121	10/04/2017		

Check Number	Check Date		Amount
Inv	128866		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/15/2017	Arborists Svcs 8/1-15/17	101-6010-6410-8170-000	990.00
Inv 128866 Total			990.00
Inv	128943		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/09/2017	Citywide Emergency Svcs 8/9/17	215-6010-6310-8180-000	2,700.00
Inv 128943 Total			2,700.00
200121 Total:			3,690.00
<b>WES4152 - West Coast Arborists, Inc. Total:</b>			3,690.00
<b>WRI5845 - Wright Supply Inc Line Item Account</b>			
200122	10/04/2017		
Inv	210644		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/17/2017	Arroyo Park Restrooms Exhaust Fan Replacement	232-6010-6417-8020-000	186.65
Inv 210644 Total			186.65
200122 Total:			186.65
<b>WRI5845 - Wright Supply Inc Total:</b>			186.65
<b>ZUMAR103 - Zumar Industries, Inc. Line Item Account</b>			
200123	10/04/2017		
Inv	0171450		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/15/2017	Street Name Signs & Hardware Supplies	230-6010-6116-8020-000	2,926.62
08/15/2017	Replacement of Street Name Signs & Hardware	230-6010-6116-8180-000	8,074.86
Inv 0171450 Total			11,001.48
Inv	0171451		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/15/2017	Replacement of Street Name Signs & Hardware	230-6010-6116-8180-000	90.72
Inv 0171451 Total			90.72
200123 Total:			11,092.20
<b>ZUMAR103 - Zumar Industries, Inc. Total:</b>			11,092.20

Check Number    Check Date

Amount

Total:

1,191,379.46

**ATTACHMENT 4**  
**Payroll 09-22-17**

**PAYROLL ACCOUNT RECONCILIATION**  
**City of South Pasadena**  
**for Payroll 09.22.17**

Account Number	Account Name	10.04.17
101-0000-0000-1010-000	General Fund - Payroll cash	653,941.87
	Other Withholding Payables	\$ 378,813.04
101-0000-0000-1010-000	Net General Fund - Payroll Cash	275,128.83
	Insurance Adjustment	-
205-0000-0000-1010-000	Prop A - Payroll Cash	8,091.57
207-0000-0000-1010-000	Prop C - Payroll Cash	6,659.11
210-0000-0000-1010-000	Sewer Fund - Payroll Cash	14,040.88
211-0000-0000-1010-000	CTC Traffic Improvement	-
215-0000-0000-1010-000	Street Lighting & Landscape Assessment - PR C	7,010.21
218-0000-0000-1010-000	Clean Air Act	38.33
227-0000-0000-1010-000	CRA - Payroll Cash	
230-0000-0000-1010-000	State Gas Tax Fund - Payroll Cash	16,697.60
274-0000-0000-1010-000	Homeland Security Grant	-
310-0000-0000-1010-000	Sewer Capital Projects Fund	133.00
500-0000-0000-1010-000	Water Fund - Payroll Cash	60,921.62
700-0000-0000-2210-000	Internal Revenue Service	75,999.91
700-0000-0000-2220-000	Employment Development Dept.	25,174.30
700-0000-0000-2230-000	Internal Revenue Service	17,817.94
700-0000-0000-2240-000	PERS Pension	94,121.05
<b>Total Checks &amp; Direct Deposits</b>		<b>601,834.35</b>
Checks		26,662.19
Direct Deposits		362,058.96
I.R.S Payments		93,817.85
E.D.D.		25,174.30
PERS Pension		94,121.05
		<b>601,834.35</b>
To 700		740,872.00
Other PR Payable		378,813.04
ACH Payable		362,058.96



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

**Redevelopment Successor Agency Check Summary Total**

Agency Warrants **10.04.17**

<u>Vendor</u>	<u>Invoice #</u>	<u>Check #</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>
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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: October 4, 2017  
TO: Honorable Mayor and City Council  
VIA: Elaine Aguilar, Interim City Manager   
FROM: Anthony J. Mejia, Chief City Clerk   
SUBJECT: **Second Reading and Adoption of an Ordinance to Amend the South Pasadena Municipal Code to Establish City Campaign Contribution Regulations**

## Recommendation

It is recommended that the City Council adopt 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.

## 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.

Local Campaign Contribution Limitations – Adoption of Ordinance

October 4, 2017

Page 2 of 2

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.

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.

On September 20, 2017, the City Council agreed that the regulations modeled from the City of Cudahy were overly complex and unanimously introduced a simplified ordinance which limits individual campaign contributions to \$1,000.

**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. 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 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 \_\_\_\_ day of \_\_\_\_\_, 2017, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**



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Evelyn G. Zneimer, City Clerk  
(seal)

# City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: October 4, 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,  
Councilmember Joe, and Councilmember Khubesrian for the  
Purpose of the South Pasadena Arts Council Utility Art Box**

## Recommendation

It is recommended that the City Council approve the Discretionary Fund requests by Mayor Cacciotti designating \$250, Councilmember Joe designating \$250, and Councilmember Khubesrian designating \$250 for the purpose of the South Pasadena Arts Council (SPARC) Utility Art Box.

## 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 (City).

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, Councilmember Joe, and Councilmember Khubesrian requested approval for, and received seconds to place on a future City Council meeting agenda, the use of discretionary funds to partially fund the continuation of SPARC's Utility Art Box painting project.

Discretionary Fund Requests for the SPARC Utility Art Box

September 20, 2017

Page 2 of 2

City Councilmembers Discretionary Funds Fiscal Year 2016/17						
Date		<u>Cacciotti</u>	<u>Joe</u>	<u>Khubesian</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					850
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>Khubesian</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>
7/19/2017	Native Plants for the Nature Park	200	250	250	250	250
9/20/2017	Eagle Scout Project - Nature Park Sign	300	100	50		
	<i>YTD Appropriations</i>	<i>500</i>	<i>350</i>	<i>300</i>	<i>250</i>	<i>250</i>
	<b>Available at 10/4/17</b>	<b>\$13,500</b>	<b>\$13,650</b>	<b>\$13,400</b>	<b>\$13,150</b>	<b>\$13,750</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: October 4, 2017

TO: Honorable Mayor and City Council

VIA: Elaine Aguilar, City Manager 

FROM: Sheila Pautsch, Community Services Director 

SUBJECT: **Approval of a Second Contract Amendment with Integrated Consulting Group, Inc. for Additional CEQA Required Site Studies and Approval of an Appropriation and Transfer of Funds for the Community Center Project**

## Recommendation

It is recommended that the City Council:

1. Approve a second contract amendment, subject to the approval by the City Attorney, with Integrated Consulting Group, Inc. (ICG, Inc.) in the amount of \$50,063 for additional site studies required by the California Environmental Quality Act (CEQA); and
2. Approve an appropriation and a transfer of \$50,063 from the Community Center/Maintenance Yard Designated Reserve account.

## Fiscal Impact

To date the City of South Pasadena (City) has spent \$83,125 for the Community Center Feasibility Study through the Park Impact Fee and \$282,870 from the Community Center/Maintenance Yard Designated Reserve account for a total of \$365,995. The amount of funding needed to complete the additional CEQA studies is \$50,063. There is approximately \$240,000 remaining in the Community Center/Maintenance Yard Designated Reserve Account No. 101-9000-9150-9195. In April 2017, the City Council adopted the Reimbursement Resolution, where by the City will be able to reimburse itself for remaining CEQA work and construction documents if it decides to move forward with issuing General Obligation Bonds to help fund the proposed Community Center Project.

## Commission Review and Recommendation

This matter was not reviewed by a commission.

## Background

At the April 19, 2017 City Council Meeting, the City Council supported the floor plans and elevation for the Community Center, approved a contract amendment with ICG, Inc. in the amount of \$157,280 for the CEQA and site studies from the Community Center/Maintenance

Approval of a Second Contract Amendment with Integrated Consulting Group, Inc. for  
Additional CEQA Required Site Studies and Approval of an Appropriation and Transfer of  
Funds for the Community Center Project

October 4, 2017

Page 2 of 3

Yard Designated Reserve account. The City Council also adopted Resolution No. 7512 entitled "A Resolution of the City Council of the City of South Pasadena, California, declaring its intention to reimburse expenditures from the proceeds of the tax-exempt obligation bond to be issued by the City or entity related thereto and directing certain action."

**Analysis**

The CEQA studies in the existing contract are nearing completion and ICG, Inc. is working with the Planning and Building and Public Works Departments to process the Mitigated Negative Declaration (MND). During the Phase I Environmental Site Assessment (ESA) of the Orange Grove Park and current City Yard site, ICG, Inc. discovered several recognized environmental conditions (RECs) on the site:

- Surface petroleum staining on wood slats in one of the truck storage bays in the maintenance yard.
- The 1990 closed leaking underground storage tank (UST) case on the site is considered an historic REC.
- The presence of the 5,000-gallon dual product (gasoline/diesel) UST on the east site parcel since 1990 (also reported as 1998).
- The presence of an off-site dry cleaning facility (Orange Grove Cleaners) adjacent to the north (800 Mission Street) of the site since 1969.
- Based on the results of the vapor encroachment screening matrix, the potential presence of a vapor encroachment condition could not be ruled out beneath the site.

ICG, Inc. reviewed the Phase I ESA studies with the County of Los Angeles, which is the Local Enforcement Agency (LEA) for hazardous waste and the State of California (CalRecycle), whose approval is needed for the MND. These agencies are requiring the City to submit a Phase II ESA Study to further assess the extent of the RECs and identify the levels of potential chemical and hazardous waste that will need to be mitigated for the project. Boring samples are needed throughout the site to collect soil and vapor samples for testing. A complete report of the findings will be presented to LEA and CalRecycle, along with the proposed mitigation recommendations, for their review and approval.

In addition to the Phase I ESA CEQA findings, ICG, Inc. has also been requested to complete a Wet Utility Capacity Study to submit with the MND. The original scope of work for this phase assumed the water connections and capacity are adequate, and any testing and upgrades needed would be addressed in the construction document phase; however, the Planning and Building and Public Works Departments want verification to process the MND based on the proposed site plan. The Wet Utility Capacity Study will be completed in accordance with the previously completed Standard Urban Stormwater Mitigation Plan (SUSMP). PBLA Engineering, Inc. will research and survey existing wet utilities, including, sewer, water, and storm drain connections.

Finally, ICG, Inc.'s original CEQA studies scope of work included all Cultural and Archaeological CEQA studies required for the existing Orange Grove Park and Recreation

Approval of a Second Contract Amendment with Integrated Consulting Group, Inc. for Additional CEQA Required Site Studies and Approval of an Appropriation and Transfer of Funds for the Community Center Project

October 4, 2017

Page 3 of 3

Building. The Planning and Building Department has requested a Cultural and Archaeological study on the existing Public Works structures for the MND.

Below is the additional cost of each study:

<b>Task</b>	<b>Amount</b>
Phase II ESA Study	\$30,423
Wet Utility Capacity and Connection Study	\$12,705
City Yard Structures Evaluation and Historical Analysis	\$6,933
<b>Total Requested Change Order to Complete Studies</b>	<b>\$50,063</b>

Staff recommends that the City Council to approve the second contract amendment with ICG, Inc. for the additional CEQA studies as described above for the Community Center Project as they are near completion of their existing CEQA studies and need these additional studies to process the MND. Staff also recommends the appropriation of funds from the Community Center / Maintenance Yard Designated Reserve Fund to complete the additional studies required by CEQA for the Community Center Project, which will be reimbursed by the General Obligation Bond should Council proceed with the Project.

**Legal Review**

The City Attorney has reviewed this item.

**Public Notification of Agenda Item**

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

Attachment: Second Amendment to Agreement for Consulting Services with ICG, Inc.

SECOND AMENDMENT TO  
AGREEMENT FOR CONSULTANT SERVICES

THIS AMENDMENT TO THE AGREEMENT ("Second Amendment") is made as of this 4th day of October, 2017 by and between the CITY OF SOUTH PASADENA ("City") and Integrated Consulting Group, Inc. ("Consultant").

RECITALS

WHEREAS, on or about August 17, 2016, City and Consultant entered into an Agreement For Consultant Services ("Agreement") for Consultant to provide consultant services to prepare floor elevations including site analysis, funding strategies, presentation and approval with various City commissions, and 3D video for a Community Center in South Pasadena;

WHEREAS, the Agreement was for an initial amount of \$125,590; and

WHEREAS, on or about April 19, 2017, the City entered into the first Amendment to the agreement to begin the California Quality Act (CEQA) study in an amount to not-to exceed amount of \$157,280; and

WHEREAS, subsequent to executing the agreement to provide these services to the City; the City requires additional work for the remaining site and California Environmental Quality Act (CEQA) studies; and

WHEREAS, the second amendment costs for said additional work for the completion of the site and CEQA study shall be a not-to exceed amount of \$50,063; and

NOW THEREFORE, City and Consultant agree as follows:

a) **CONSULTANT SERVICES.** The Agreement is hereby amended to add an additional Scope of Services which is attached hereto as "Exhibit A-1."

b) **TERM OF AGREEMENT.** The Agreement is hereby amended to extend the term of the Agreement to April 30, 2018 in order to complete the additional scope of services which is attached as Exhibit "A-1."

c) **PAYMENT FOR SERVICES.** The Agreement is hereby amended to add an additional not-to-exceed amount of fifty thousand and sixty three (\$50,063) dollars, as set forth in "Exhibit B" for the additional Scope of Services described in paragraph an above.

d) **REMAINING PROVISIONS OF AGREEMENT.** All other terms, conditions, and provisions of the Agreement and the Amendment, to the extent not modified with this Second Amendment, shall remain in full force and effect.



IN WITNESS WHEREOF this Second Amendment is signed by the parties hereto on the date first above written.

Dated: \_\_\_\_\_

“CITY”

By: \_\_\_\_\_  
Elaine Aguilar, Interim City Manager

Dated: \_\_\_\_\_

“CONSULTANT”

By: \_\_\_\_\_  
Jeffrey Scott, Owner

APPROVED AS TO FORM:

\_\_\_\_\_  
Teresa L. Highsmith, City Attorney

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

## Exhibit A-1

The scope of work to complete the Phase II ESA is as follows:

- ICG, Inc. will perform project management activities including planning, scheduling, and coordination.
- Ninyo & Moore will prepare a site-specific health and safety plan (HASP), which will address worker safety as well as the safety of the general public. The HASP will address field activities to be conducted by Ninyo & Moore and its subcontractors, and will be prepared in accordance with California Code of Regulations, Title 8, Section 5192 and 29 Code of Federal Regulations 1910.120.
- Underground Service Alert (USA) will be contacted to mark the locations of underground utilities a minimum of two working days prior to the start of subsurface activities.
- Ninyo & Moore will engage the services of a geophysical survey subcontractor in an attempt to locate the potential existence of subsurface utility lines or features that might conflict with work activities on the site.
- Ninyo & Moore will advance seven soil borings in the following areas on the site using a drilling subcontractor. Proposed locations are subject to change based on unforeseen field conditions (utilities, auger refusal, etc.):
  - Two borings advanced near the surface petroleum staining in one of the truck storage bays.
  - Three borings advanced near the current 5,000-gallon dual product UST.
  - Two borings advanced in the park area of the site, near the adjacent dry cleaning facility.
- Prior to drilling, each boring location will be concrete cored to expose soils below the paved surface (except for the two borings near the adjacent dry cleaning facility). The soil borings will be advanced using hand auger methods below the pavement to approximately 5 feet below ground surface (bgs). The UST and dry cleaning soil borings will then be advanced to approximately 15 feet bgs using a direct push drill rig.
- Soil samples will be collected from each boring at approximately 5, 10, and 15 feet bgs, logged, and field screened for indications of contamination. Field screening will be conducted with a calibrated photo-ionization detector, by visual observation, and by evidence of odors.
- One soil sample collected from each boring at approximately 5 and 15 feet bgs will be selected for laboratory analysis (12 soil samples total), and the remaining samples will be placed on hold pending the analytical results.

• The samples will be submitted for laboratory analysis of: full carbon-chain range total petroleum hydrocarbons (TPHs), volatile organic compounds (VOCs) including benzene, toluene, ethylbenzene, and total xylenes and fuel oxygenates, and Title 22 Metals, in accordance with United States Environmental Protection Agency (EPA) Methods 8015B, 8260B/5035; and 6010B/7471A, respectively.

• Following the advancement and sampling of the soil borings, vapor probes will be installed in each of the two surface petroleum staining borings at approximately 5 feet bgs. In addition, dual nested temporary soil vapor probes will be installed in each of the remaining five soil borings at approximately 5 and 15 feet bgs.

• Up to 48 hours following the installation of the probes, soil vapor sampling will be conducted in accordance with California Department of Toxic Substances Control protocol.

• Soil vapor samples will be analyzed by a mobile environmental analytical laboratory for the full suite (halogenated and non-halogenated) of VOCs using EPA Method 8260B.

• Following the soil vapor sampling, the soil vapor probes will be removed, properly abandoned and completed with concrete or sand at the surface to match existing surface.

• Ninyo & Moore estimates that one drum of soil cuttings will be generated during the proposed field activities. One composite soil sample will be collected from the drum and analyzed for TPHs, VOCs, and Title 22 Metals in accordance with EPA Methods 8015B, 8260B/5035, and 6010B/7471A, respectively. Following receipt of the laboratory results, the drum will be transported to a recycling facility as non-hazardous waste.

• Ninyo & Moore will prepare a summary report following receipt of final laboratory analytical data. The report will include a discussion of the site background, site characteristics, results of Limited Phase II ESA field activities and sampling, limitations, references, tables, figures, conclusions and recommendations, photographs, soil boring logs, and analytical results. The report will present a comparison of the analytical results to the appropriate regulatory screening levels.

The above studies will require an additional Project Team Meeting with the City and an additional meeting with LEA and CalRecycle.

In addition to the Phase I ESA CEQA findings, ICG, Inc. has been requested by the County and State to complete a Wet Utility Capacity study to submit with the MND. The original scope of work for this phase assumed the water connections and capacity are adequate, and any testing and upgrades needed would be addressed in the construction document phase; however, The South Pasadena Planning and Public Works Departments want verification to process the MND based on the proposed site plan. The scope of work to complete this study is as follows:

- ICG, Inc. will perform project management activities including planning, scheduling, and coordination.
- The following tasks will be completed by PBLA Engineering Inc. (PBLA) in accordance with the previously completed Standard Urban Stormwater Mitigation Plan (SUSMP)
  - PBLA will research and survey existing wet utilities, including, sewer, water, and storm drain connections.
  - PBLA will confirm wet utility connection points per the proposed site plan and verify capacities are adequate for proposed project.
  - PBLA will coordinate with the Fire Department and perform fire hydrant flow tests on the two fire hydrants on site. PBLA will meet with all agencies for approval of the tests and connection plans.

Finally, the original CEQA studies scope of work included all Cultural and Archaeological CEQA studies required for the existing Orange Grove Park and Building. The Planning Department has requested all Cultural and Archaeological CEQA study on the existing Public Works Building for the MND. The scope of work to complete this study is as follows:

- ICG, Inc. will perform project management activities including planning, scheduling, and coordination.
- Archaeological Associates will perform an evaluation and historical analysis on the existing city yard structures.
- Archaeological Associates will prepare the CEQA documentation for the MND on the existing city yard structures.

**Exhibit B**

Fee Schedule for Change Order for additional work for Completion of CEQA Process and  
MND South Pasadena Community Center

<b>Task</b>	<b>Amount</b>
Phase II ESA Study	\$30,425
Wet Utility Capacity and Connection Study	\$12,705
City Yard Structures Evaluation and Historical Analysis	\$6,933
<b>Total Requested Change Order to Complete Studies</b>	<b>\$50,063</b>

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# City of South Pasadena Agenda Report

Michael A. Cacciotti, Mayor  
Richard D. Schneider, M.D., Mayor Pro Tem  
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Marina Khubesrian, M.D., Councilmember  
Diana Mahmud, Councilmember  
Evelyn G. Zneimer, City Clerk  
Gary E. Pia, City Treasurer

COUNCIL AGENDA: October 4, 2017  
TO: Honorable Mayor and City Council  
VIA: Elaine Aguilar, Interim City Manager  
FROM: Paul Toor, P.E., Public Works Director  
Anteneh Tesfaye, Water Operations Manager  
SUBJECT: **Award of Contract to Eurofins Eaton Analytical, Inc., for Laboratory Testing and Analysis of Potable Water Samples**

## Recommendation

It is recommended that the City Council:

1. Accept a proposal dated August 24, 2017, from Eurofins Eaton Analytical, Inc., for laboratory services for the analysis of water samples;
2. Authorize the City Manager to execute an agreement with Eurofins Eaton Analytical, Inc., for a not-to-exceed amount of \$22,516 for an initial one-year period, with an option to renew the contract for two additional one-year periods under the same terms and conditions.

## Fiscal Impact

Sufficient funds are available in Account No. 500-6711-8170 to fund these services. The total not-to-exceed cost for laboratory testing will be \$22,516 for the first year. If the agreement is extended for two additional one-year periods, the cumulative total not-to-exceed cost will be \$67,548.

## Commission Review and Recommendation

This matter has not been reviewed by a commission.

## Background

The US Environmental Protection Agency (USEPA) and the California Department of Public Health (CDPH) require the City of South Pasadena (City) to monitor the quality of water at each water source and at selected locations throughout the distribution system in accordance with the Federal Safe Water Drinking Act and Title 22 of the California Code of Regulations. As part of the operations permit for the water utility, the City is required to take approximately 600 water samples annually to be tested by a certified laboratory.

## Analysis

In November 2014, the City entered into contract with Eurofins Eaton Analytical to provide laboratory services for potable analysis of water samples for a period of three years (see Attachment 2 for previous agreement).

Eurofins Eaton Analytical, Inc. has agreed to continue the testing services at the current fees under the same term and condition as they have done for several years. The current fees are just and reasonable for the proposed scope of work. Eurofins Eaton Analytical, Inc., is a well-respected company and has done extensive laboratory testing for the City's water utility system in the past. Additionally, their close geographic proximity to the City of South Pasadena will ensure a quick response to any of our water testing needs. They are providing similar services to other agencies such as, Cities of Monrovia and Pasadena, and Coachella Valley Water District and are very familiar with all state and federal water analysis guidelines and requirements. Staff is recommending approval of the agreement to continue the laboratory testing with Eurofins Eaton Analytical, Inc.

**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. Agreement
2. Previous Staff Report



**ATTACHMENT 1**  
**Agreement**

**PROFESSIONAL SERVICES AGREEMENT  
FOR CONSULTANT SERVICES**

**(City of South Pasadena / Eurofins Eaton Analytical, Inc.)**

**1. IDENTIFICATION**

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

**2. RECITALS**

- 2.1. City has determined that it requires the following professional services from a consultant: To provide laboratory service for potable water analysis of water sample required by Federal and State Drinking Water Standards.
- 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 August 24, 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 Paul Toor, Public Works Director. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is sixty seven thousand and three hundred fifth eight Dollars (\$67,358.00).
- 3.5. "Commencement Date": September 18, 2017.
- 3.6. "Termination Date": September 18, 2020.

#### 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. Rick Zimmer 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: City of South Pasadena, 1414 Mission St., South Pasadena, CA 91030
  - 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: Paul Toor, 1414 Mission Street, South Pasadena, CA 91030.

12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.

12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.

12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

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

12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

### 13. MUTUAL COOPERATION

- 13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

### 14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

#### If to City

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

#### If to Consultant

Bosco Ramirez  
Eurofins Eaton Analytical, Inc.  
750 Royal Oaks Drive, #100  
Monrovia, CA 91016  
Telephone: (626) 386-1100  
Facsimile: (626) 386-1101

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

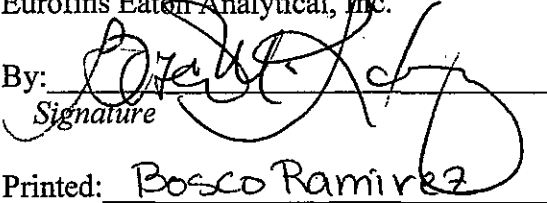
- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally 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  
By: \_\_\_\_\_  
*Signature*  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

“Consultant”  
Eurofins Eaton Analytical, Inc.  
By:   
*Signature*  
Printed: Bosco Ramirez  
Title: President  
Date: 9/18/17

**Attest:**

By: \_\_\_\_\_  
Evelyn G. Zneimer, City Clerk  
Date: \_\_\_\_\_

**Approved as to form:**

By: \_\_\_\_\_  
Teresa L. Highsmith, City Attorney  
Date: \_\_\_\_\_





Eaton Analytical

EXHIBIT "A"

August 24, 2017

Mr. Anteneh Tesfaye  
City of South Pasadena  
825 Mission Street  
South Pasadena, CA 91030

Dear Anteneh:

**Eurofins Eaton Analytical, Inc.** presently serves as the City's contract laboratory for water quality testing. Your selection of Eurofins to serve as your contract laboratory is based on several service and performance criteria critical to the successful implementation of your State Water Board compliance requirements: These criteria include:

- **One-Stop Shopping** to avoid delays/costs associated with subcontracting of your samples
- **Knowledgeable Staff** to minimize your time required to manage schedules & compliance
- **User-Friendly Sampling Instructions/Kits** to reduce your time needed for field collections
- **Sample Collection As Needed** to offer flexibility in scheduling & resource allocation
- **Free Sample Pick-Ups** by our own couriers for your convenience 7 days a week
- **Extensive Capacity** to facilitate processing of your samples within holding times
- **Dedicated Drinking Water Facility** to reduce contamination & re-sampling
- **Dedicated Instrumentation** to each method to eliminate test changeover delays
- **Rush Analysis without surcharge** so we report results prior to 10<sup>th</sup> of the month deadline
- **Write-On Automated Uploads** to ensure correct data submissions to [Regulator Name].
- **Routine In-Person Meetings** to maintain our accountability to your needs

To continue our successful collaboration and support the City's efforts to achieve drinking water system compliance, Eurofins proposes to offer the current agreement's prices, services, terms and conditions without change or increase under a new, multi-year contractual agreement for laboratory services. The analytical price schedule utilized for our current contract is enclosed.

We greatly appreciate the opportunity to work for the City and hope to continue to serve as your laboratory contractor in the future.

Sincerely,  
**EUROFINS EATON ANALYTICAL, INC.**

Rick Zimmer  
Senior Account Manager

Eurofins Eaton Analytical, Inc.

750 Royal Oaks Drive, Suite 100  
Monrovia, CA 91016-3629

T | 626-386-1100  
F | 626-386-1101  
[www.EatonAnalytical.com](http://www.EatonAnalytical.com)

**LABORATORY CONTRACT FEES**

<b>CONSTITUENT</b>	<b>TEST METHOD</b>	<b>RL</b>	<b>TAT work days</b>	<b>UNIT PRICE</b>	<b>ANALYZING LAB</b>
Coliform P/A	SM 9223	+/-	10	\$ 10	Eurofins
HPC	SM 9215	1 CFU/ml	10	\$ 15	Eurofins
Color, Odor, Turbidity	various	various	10	\$ 9	Eurofins
General Mineral	various	various	10	\$ 100	Eurofins
Nitrate as N	EPA 300.0	0.1	10	\$ 10	Eurofins
Perchlorate	EPA 314	2 ug/L	10	\$ 25	Eurofins
Lead and Copper	EPA 200.8	0.5ug/L and 2 ug/L	10	\$ 20	Eurofins
VOCs (Reg/Unreg)	EPA 524.2	0.5 ug/L	10	\$ 50	Eurofins
1,2,3-Trichloropropane	EPA 524.2m	0.005 ug/L	10	\$ 60	Eurofins
UCMR3 EP List 1	various	various	15	\$ -	Eurofins
UCMR3 MR	various	various	15	\$ -	Eurofins
Courier Pick Up				\$ -	Eurofins

**ATTACHMENT 2**  
**Previous Staff Report**


# City of South Pasadena Agenda Report


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

*Evelyn G. Zneimer, City Clerk*  
*Gary E. Pina, City Treasurer*

**COUNCIL AGENDA:** November 5, 2014

**TO:** Honorable Mayor and City Council

**VIA:** Sergio Gonzalez, City Manager 

**FROM:** Paul Toor, P.E., Public Works Director   
Anteneh Tesfaye, Water Operations Manager

**SUBJECT:** **Award of a Contract to Eurofins Eaton Analytical, Inc., for Laboratory Testing and Analysis of Potable Water Samples**

## **Recommendation**

It is recommended that the City Council:

1. Accept a proposal dated September 18, 2014, from Eurofins Eaton Analytical, Inc., for laboratory services for the analysis of water samples;
2. Reject all other proposals received; and
3. Authorize the City Manager to execute an agreement with Eurofins Eaton Analytical, Inc., for a not-to-exceed amount of \$22,516 for an initial one-year period, with an option to renew the contract for two additional one-year periods under the same terms and conditions.

## **Fiscal Impact**

Sufficient funds are available in account 500-6711-8170 to fund these services. The total not-to-exceed cost for laboratory testing will be \$22,516 for the first year. If the agreement is extended for two additional one-year periods, the cumulative total not-to-exceed cost will be \$67,548.

## **Commission Review and Recommendation**

This matter has not been reviewed by a Commission.

## **Background**

The US Environmental Protection Agency (USEPA) and the California Department of Public Health (CDPH) require the City to monitor the quality of water at each water source and at selected locations throughout the distribution system in accordance with the Federal Safe Water Drinking Act and Title 22 of the California Code of Regulations. As part of the operations permit for the water utility, the City is required to take approximately 600 water samples annually to be tested by a certified laboratory.

## **Analysis**

A request for proposals (RFP) was sent to three qualified firms in July 2014. Proposals were

Award of Contract to Eurofins for water analysis  
November 5, 2014  
Page 2 of 2

Test America, City of Orange  
Weck Labs, City of Industry  
Eurofins Eaton Analytical, Inc., Monrovia

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

*§4526. Notwithstanding any other provision of law, selection by a state or local agency head for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.*

After ranking the proposals, staff negotiated the fee proposal with Eurofins Eaton Analytical, Inc., and they agreed to maintain their current annual fee for a period of three years. The proposed fees are just and reasonable for the proposed scope of work. Eurofins Eaton's Analytical, Inc., is a well-respected company and has done extensive laboratory testing for the City's water utility system in the past. Additionally, their close geographic proximity to the City of South Pasadena will ensure a quick response to any of our water testing needs. They are providing similar services to other agencies such as, City of Monrovia, Pasadena, and Coachella Valley Water District and are very familiar with all the State and Federal water analysis guidelines and requirements.

**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: Agreement

**CITY OF SOUTH PASADENA**  
**PROFESSIONAL SERVICES AGREEMENT**  
**WITH**  
**EUROFINS EATON ANALYTICAL, INC.**

THIS AGREEMENT ("Agreement") is made and entered into this 9th day of October, 2014 by and between the CITY OF SOUTH PASADENA, a municipal corporation ("City") and Eurofins Eaton Analytical, Inc. ("Consultant").

**W I T N E S S E T H:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide as-needed laboratory services for the analysis of potable water samples as required by the California Department of Public Health ( CDPH ) and the United States Environmental Protection Agency ( USEPA ) as per the Scope of Work, as more fully described herein; and

B. WHEREAS, Consultant represents 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 contract for the specific services described in Exhibit "A" ("Scope of Services") 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 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. 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 Rick Zimmer, 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.

## 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:

Consultant shall perform the services described in Exhibit "A" Scope of Services for the flat rate of ~~\$67,358~~.

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 Maximum Amount. The maximum amount payable under the terms of this Agreement, including expenses, will not exceed ~~\$67,358~~. Consultant shall promptly notify the City Representative, in writing, when fees and expenses incurred under this Agreement have reached \$10,000 (80% of maximum amount allowable). Consultant shall concurrently inform the City Representative of Consultant's estimate of total



expenditures required to complete its current assignments before proceeding, when the remaining work would exceed the maximum amount payable.

2.3. 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.

2.4 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:

Paul Toor, Director of Public Works  
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.

2.5. 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 October 30, 2014 ("Effective Date") and shall remain in effect, 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 thirty (30) 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 date of City's written notice of termination unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. 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 Mike Agbodo 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.

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:

Rick Zimmer  
Eurofins Eaton Analytical, Inc.  
750 Royal Oaks Drive, Ste 100  
Monrovia, CA.  
91016-3629

IF TO CITY:

Paul Toor, Director of Public Works  
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 advise 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.

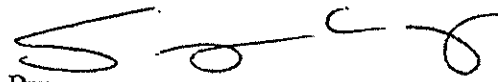
6.33. Use of City's Name. Consultant shall not publish or use any advertising, sales promotion, or publicity in matters relating to services, equipment, products, reports, and material furnished by Consultant in which City's name is used, or its identity implied without the City Representative's prior 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: 11/5/14

THE CITY OF SOUTH PASADENA

By:   
Sergio Gonzalez, City Manager

Dated: 10/10/2014

Eurofins Eaton Analytical, Inc.

By:   
Ed Wilson

Federal ID No. 46-0565341

APPROVED AS TO FORM:

  
Teresa L. Highsmith, City Attorney

**EXHIBIT "A"**  
**SCOPE OF SERVICES**



EXHIBIT "A"

Eaton Analytical

October 9, 2014

Mr. Anteneh Tesfaye  
City of South Pasadena  
1414 Mission Street  
South Pasadena, CA 91030

Dear Anteneh:

**Eurofins Eaton Analytical, Inc.** is pleased to submit the enclosed revised cost proposal as a result of contract negotiations we mutually agreed to on September 18, 2014. The proposed change in the rate for 1,2,3-Trichloropropane analysis (from \$75 to \$60 per sample) will result in an additional \$600 in savings annually to the City. Eurofins is willing to keep prices fixed for 3 years without change and a not to exceed value of \$67,548.00 (based on the enclosed sample schedule) in any resulting Professional Services Agreement.

Thank you your continued consideration of Eurofins. We greatly appreciate the opportunity to work for you and the City of South Pasadena.

Sincerely,  
**EUROFINS EATON ANALYTICAL, INC.**

A handwritten signature in black ink, appearing to read "Rick Zimmer", written over a faint, larger version of the same signature.

Rick Zimmer  
Senior Account Manager

**BID SHEET - REVISED**

CONSTITUENT	TEST METHOD	RL	TAT work days	QTY	UNIT PRICE	EXT'D PRICE	ANALYZING LAB
Coliform P/A	SM 9223	+/-	10	568	\$ 10	\$ 5,680	Eurofins
HPC	SM 9215	1 CFU/ml	10	8	\$ 15	\$ 120	Eurofins
Color, Odor, Turbidity	various	various	10	524	\$ 9	\$ 4,716	Eurofins
General Mineral	various	various	10	4	\$ 100	\$ 400	Eurofins
Nitrate as N	EPA 300.0	0.1	10	100	\$ 10	\$ 1,000	Eurofins
Perchlorate	EPA 314	2 ug/L	10	100	\$ 25	\$ 2,500	Eurofins
Lead and Copper	EPA 200.8	0.5ug/L and 2 ug/L	10	35	\$ 20	\$ 700	Eurofins
VOCs (Reg/Unreg)	EPA 524.2	0.5 ug/L	10	100	\$ 50	\$ 5,000	Eurofins
1,2,3-Trichloropropane	EPA 524.2m	0.005 ug/L	10	40	\$ 60	\$ 2,400	Eurofins
UCMR3 EP List 1	various	various	15	2	\$ -	\$ -	Eurofins
UCMR3 MR	various	various	15	2	\$ -	\$ -	Eurofins
Courier Pick Up				52	\$ -	\$ -	Eurofins
<b>TOTAL PROPOSED COST:</b>						<b>\$ 22,516</b>	

**NOTE**

General Mineral includes Al, Cu, Fe, Mn, Zn, Cations (Ca, Mg, Na, K), Cation Sum, Anions (NO3, NO2, Cl, SO4), Anion Sum, pH, Fluoride, Alkalinity (Total, Bicarb, Carbonate, Hydroxide), Corrosivity, Conductivity, MBAS, TDS and Total Hardness

UCMR3 EP List 1 includes VOCs, 1,4-Dioxane, PFCs, Metals, Chlorate, Hex Chrom + associated FBs (if required)

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

**General Liability:**

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

**Workers' Compensation:**

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

**Automobile Liability**

- 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.



# 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: October 4, 2017  
TO: Honorable Mayor and City Council  
VIA: Elaine Aguilar, Interim City Manager *EA*  
FROM: Paul Toor, Public Works Director *PT*  
Mariam Lee Ko, Human Resources Manager  
SUBJECT: **Approval of a Limited Term Employment Agreement with Kahono Oei**

## Recommendation

It is recommended that the City Council approve a limited term employment agreement with Kahono Oei, a licensed Civil Engineer, to assist the City of South Pasadena (City) with major water department infrastructure, rehabilitation, and capital improvement projects.

## Fiscal Impact

The limited term employee will be paid an hourly rate of \$61.17. The employee shall not receive benefits, incentives or compensation in lieu of benefits, sick leave, holiday, vacation pay or any other form of compensation in addition to the hourly rate during his employment under this employment agreement. It is anticipated that based on the amount of work and limited length of employment, that the cost shall not exceed \$30,000. The cost shall be funded from Account No. 500-6010-6711-7000.

## Commission Review and Recommendation

This matter was not reviewed by a commission.

## Background

Within the Fiscal Year 2017-18 adopted Budget, various major City water infrastructure, rehabilitation, and capital improvement projects were approved. In order for these projects to be implemented and completed within the approved budget year and timeframe, the City requires the additional assistance of a highly skilled nature.

## Analysis

The City is in need of a part-time licensed Civil Engineer to assist with various major water projects, Mr. Kahono Oei is not only in possession of the license but also possesses over 25 years of experience in the field of engineering and also possesses institutional knowledge as he was recently employed by the City. The City is in need of this skill level on a temporary basis and

limited duration of time to assist with previously approved water projects and management of special water projects. Although Mr. Oei has previously retired from public agency employment, as a PERS annuitant, Government Code Section 21224(a) permits him to accept limited public service employment requiring specialized skills for a limited duration (not exceeding 960 hours within a fiscal year).

**Legal Review**

The City Attorney drafted the employment agreement that is attached hereto for approval and 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: Employment Agreement with Kahono Oei

CITY OF SOUTH PASADENA EMPLOYMENT AGREEMENT WITH KAHONO OEI  
FOR DEPUTY PUBLIC WORKS DIRECTOR/PROJECT MANAGER  
AGREEMENT

This agreement is entered into October \_\_, 2017, by and between the CITY OF SOUTH PASADENA , a municipal corporation, hereafter referred to the "CITY" and Kahono Oei, hereafter referred to as "Employee".

WHEREAS , the City is in need of immediate part-time help from a licensed Civil Engineer with significant public sector experience who can review and assemble all required plans and specifications for the City's major water department infrastructure rehabilitation and capital improvement projects; these are specialized skills which are normally provided by a City employee or through a Consultant engineering firm; and

WHEREAS, Kahono Oei has a Master degree in structural engineering, has his P.E. Civil licensing and has over 25 years of experience and has the requisite specialize skills and experience with water projects to perform the work the City needs for a limited duration; and

WHEREAS, Kahono Oei, as a Public Employees Retirement System ("PERS") annuitant, who has been retired for more than that requisite 180-day "wait" period, is limited in his ability to accept public employment pursuant to Government Code Sections 21221(h) and 21224(a) and may not work more than 960 hours within a fiscal year; and

WHEREAS, Kahono Oei is able to provide part-time, temporary services to the City of South Pasadena on an hourly basis under the terms of this Agreement and within the constraints of Government Code Section 21224(a) as a PERS annuitant and City desires to hire Kahono Oei on these terms to provide specialized services of a limited duration.

NOW THEREFORE , in consideration of the above stated desires and the mutual covenants, terms and conditions, herein contained, the parties hereto mutually and freely agree as follows:

**SECTION 1- EMPLOYMENT CONDITIONS AND DUTIES**

a. Employee is appointed by and shall serve at the pleasure of the City Manager as a part-time Deputy Public Works Director, assigned to special Project Management services. Employee has performed his due diligence to confirm with PERS that he may accept this temporary appointment as a PERS annuitant.

b. The Employee shall be responsible for duties as generally described in the Deputy Public Works Director job description of the City of South Pasadena, but more specifically described as the duty to review and assemble Plans and Specifications for major Water Projects; perform project and construction administration of the construction contracts for major Water Projects; facilitate selection of consultants, where needed, related to Water Projects; coordination with other public agencies, as necessary, regarding City Water Projects and issues; review and approve construction contractor invoices related to City Water Projects.

## **SECTION 2- EMPLOYMENT TERM**

a. The City agrees to employ Employee on a part-time, temporary basis and Employee agrees to be employed and remain in the employment of the City for a term beginning October \_\_, 2017 and ending not later than December 31, 2018 or when 960 hours have been performed within the fiscal year, whichever comes first. This is an at-will position and Employee has no property interest in his position.

b. Nothing in this agreement shall prevent, limit, or otherwise interfere with the rights of the Employee to serve other entities or engage in similar activities which do not interfere with, or are incompatible or in conflict with the Employee's performance of the duties required under this agreement. The determination of incompatibility will be made by the City Manager and shall be final.

c. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the rights of the City to terminate the services of the Employee at any time during such employment terms or any renewal thereof subject to the provisions as set forth in this agreement.

d. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right to resign at any time from this position with the City, subject to the provisions as set forth in this agreement.

## **SECTION 3- EMPLOYEE RESIGNATION OR DEATH**

In the event the Employee terminates this Employment Agreement by voluntary resignation, in writing, or due to his death before expiration of the employment terms or any renewal(s) thereof Employee shall not be entitled to any severance pay but shall be entitled payment in full for consideration during pay period. In the event that the Employee voluntarily resigns this position before normal expiration date of the employment terms or any renewal he shall give the City at least ten (10) days advanced written notice unless the parties agree otherwise. The Employee should he resign, or his beneficiaries or those entitled to his estate, should he die while employed under this Agreement, shall be paid for any earned salary to which he or his beneficiaries or estate are entitled as of the final day on city payroll.

## **SECTION 4- EMPLOYMENT TERMINATION**

The City Manager may terminate or remove the Employee with or without cause. Employee has no property interest in his position and understands that this is a temporary position of limited duration pursuant to Government Code Section 21224(a).

## **SECTION 5-WORK HOURS**

The Public Works Director and Employee shall coordinate the work schedule based upon needs of the City.

## **SECTION 6- SALARY**

a. The City shall pay the Employee for all services rendered and worked pursuant to this agreement at \$61.17 per hour, which represents the annual salary of the Deputy Public Works Director classification divided by 173.333, as required by Government Code Section 21224(a). Employee's salary will be paid on a bi-weekly basis in conformance with the City's established pay periods and pay days. The Employee shall no receive benefits, incentives or compensation in lieu of benefits, sick leave, holiday, vacation pay or any other form of compensation in addition to the hourly rate during his employment under this employment agreement.

**SECTION 7- INDEMNIFICATION**

If the employee is named as a party in litigation relating to Employee's actions or inactions as a City employee, the City shall defend Employee and pay any judgment which may be entered against Employee, consistent with the terms of applicable law including Government Code 810 et seq.

**SECTION 8- ENTIRE AGREEMENT AND AMENDMENTS**

a. This agreement supersedes any and all other agreements between the parties hereto with respect to the employment of the Employee by the City and contains all of the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducement, promise, or agreements have been made by any party or anyone acting on behalf of any party orally or otherwise which are not embodied herein.

b. No other agreement, statement or promise not contained in this Agreement shall be valid or binding or shall be used in interpreting the meaning of this Agreement.

c. Amendments, modifications or changes may be made to this Agreement and shall become effective on the date contained therein when executed in writing and mutually signed by both parties to this Agreement.

d. This Agreement and any amendments, modifications or changes thereto shall be binding upon the City during its term.

e. This Agreement and any amendments, modifications or changes thereto shall be binding upon the Employee and inure to the benefit of the heirs at law and executors of the Employee.

**SECTION 9- SEVERABILITY**

If any provision or any portion hereof is held to be unconstitutional invalid or unenforceable, the remainder to this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

**EMPLOYEE**

**CITY**

\_\_\_\_\_  
KAHONO OEI, LIMITED TERM EMPLOYEE

\_\_\_\_\_  
ELAINE AGUILAR, INTERIM CITY MANAGER

**APPROVED AS TO LEGAL FORM:**

**ATTEST:**

\_\_\_\_\_  
TERESA L. HIGHSMITH, CITY ATTORNEY

\_\_\_\_\_  
EVELYN G. ZNEIMER, CITY CLERK

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# City of South Pasadena Agenda Report



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

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

COUNCIL AGENDA: October 4, 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: **Authorize a Letter of Support for the Application of Southern California Edison Company (U 338-E) for Approval of its 2017 Transportation Electrification Proposals**

## Recommendation

It is recommended that the City Council authorize a letter of support for the Application of Southern California Edison Company (U 338-E) for Approval of its 2017 Transportation Electrification Proposals that are before the California Public Utilities Commission (CPUC).

## Fiscal Impact

There is no fiscal impact.

## Commission Review and Recommendation

This matter was reviewed by the Renewable Energy Council, who were encouraged by Southern California Edison's efforts and voted to present this item for City Council support.

## Background

On January 20, 2017, Southern California Edison (SCE) filed an application with the CPUC, the *Application of Southern California Edison Company (U 338-E) for Approval of its 2017 Transportation Electrification Proposals*. In its application, SCE requested that CPUC approval of its 2017 transportation electrification proposals, which include: (1) Residential Make-Ready Rebate Pilot, (2) Electric Vehicle Driver Rideshare Reward Pilot, (3) Urban Direct Current Fast Charge Clusters Pilot, (4) Port of Long Beach Rubber Tire Gantry Crane Electrification Project, (5) Port of Long Beach ITS Terminal Yard Tractor Project, (6) Electric Transit Bus Make-Ready Project, (7) Medium-Duty and Heavy-Duty Vehicle Charging Infrastructure Program, and (8) New Commercial Electric Vehicle Rate Proposal to Promote Electric Vehicle Adoption.

## Analysis

SCE proposed a portfolio of near-term, priority-review projects and longer-term, standard-review programs aimed at accelerating the widespread adoption of transportation electrification (TE).

SCE's proposed TE portfolio includes three projects aimed at accelerating light-duty electric vehicle (EV) adoption, two projects to promote electrification at the Port of Long Beach, one project to accelerate electric transit bus adoption, one standard-review program providing charging infrastructure for medium-duty and heavy-duty vehicles and non-road equipment used for goods and people movement, and one commercial EV rate proposal to promote EV adoption. Transforming the transportation sector from being primarily fueled by fossil fuels to being fueled by clean electric power offers important opportunities for California to reduce greenhouse gas (GHG) emissions and criteria pollutants and could provide rate benefits to all SCE customers.

Broad-based transportation electrification is essential for California to meet its ambitious climate goals by 2030. To achieve state, federal, and local goals, all segments of TE are essential, but are in various stages of technological and market development. SCE's proposed portfolio of programs and pilots supports each stage of development, tailored to support the phase that each segment is in currently. SCE aims to enable the fueling of electric vehicles through additional infrastructure, provision of increasingly clean power to SCE's customers, and integration of that power with EVs through the electric grid. Through its proposed programs, SCE aims to enable faster adoption of electric vehicles in new vehicle segments (including medium-duty and heavy-duty vehicles used for goods and people movement) by (1) providing utility distribution infrastructure, customer-side "make-ready" infrastructure, and rebates for charging stations, (2) jump-starting electric vehicle ridesharing, and (3) promoting fleet and away-from-home charging with a new EV rate structure.

In its application SCE describes its vision for TE, which will reduce GHG emissions and provide clean air and other benefits. Important elements of SCE's TE portfolio of proposed projects and programs include:

- Addressing key cost and complexity barriers associated with charging infrastructure for commercial (non-light-duty) EVs (including medium-duty, heavy-duty, and non-road vehicles used in goods and people movement), as well as EV-charging at homes and at urban direct current fast charge (DCFC) stations;
- Proposing a new commercial EV rate structure to enable vehicle-grid integration and promote EV adoption;
- Collaborating with stakeholders from the private, non-profit, and public sectors that will provide expertise and funding for vehicles and charging equipment;
- Seeking to enhance third-party business models so that other market participants can successfully play a long-term role; and
- Prioritizing the needs of low-income and disadvantaged communities.

SCE application proposes both priority review projects and standard review projects, which will be reviewed separately. Final decisions for Phase 1 is expected soon, and for Phase 2 in November 2017. The six proposed pilot projects meet the requirements of the CPUC priority review by being under \$4 million, 12 months or less in duration, and noncontroversial.



**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. Letter of Support for U 338-E
2. *Application of Southern California Edison Company (U 338-E) for Approval of its 2017 Transportation Electrification Proposals*
3. SCE White Paper "Transportation Electrification: Reducing Emissions, Driving Innovation"

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**ATTACHMENT 1**  
Letter of Support for U 338-E



## 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

October 4, 2017

California Public Utilities Commission  
Public Advisor's Office  
505 Van Ness Avenue  
San Francisco, CA 94102

Re: Support for the Application of Southern California Edison Company (U 338-E) for Approval of its 2017 Transportation Electrification Proposals

To Whom It May Concern,

The City of South Pasadena (City) requests that the Commission approve Southern California Edison (SCE)'s Application for Approval of its 2017 Transportation Electrification Proposals (Application). Specifically, the City supports the following elements from SCE's application:

- Addressing key cost and complexity barriers associated with charging infrastructure for commercial (non-light-duty) electric vehicles (EVs), as well as EVs charging at homes and urban, direct current fast charge (DCFC) stations;
- Proposing a new commercial EV rate structure to enable vehicle-grid integration and promote EV adoption;
- Collaborating with stakeholders from the private, non-profit, and public sectors that will provide expertise and funding for vehicles and charging equipment;
- Seeking to enhance third-party business models so that other market participants can successfully play a long-term role; and
- Prioritizing the needs of low-income and disadvantaged communities.

These efforts will help ensure expeditious deployment of light duty electric vehicles (EVs), while also addressing on- and off-road medium-duty and heavy-duty EVs such as buses and trucks, yard tractors and rubber tire gantry cranes. The City fully supports the Application's focus on large scale infrastructure projects for light, medium, and heavy-duty vehicle charging. Specifically, the City is in strong support for the following proposed Priority Review Projects:

- Residential Make-Ready Rebate Pilot
- EV Rideshare Reward Pilot
- Urban DCFC Clusters Pilot
- Electric Transit Bus Make-Ready Program

Furthermore, the City is encouraged by the Medium-Duty and Heavy-Duty Vehicle Charging Infrastructure Program and rate design to promote EV adoption, but urges the Commission to take into account the uncertainty of available technology, as well as the uncertainty of available funding for incentives when approving funding of these Standard Review Programs.

One of the main goals of the City of South Pasadena is to remain on the forefront of promoting a more sustainable way of life. Our goals aim to find impactful ways to reduce our impact on the environment. Whether that be through maintaining all electric landscaping equipment, converting our vehicle fleet to compressed natural gas and other alternative fuels, or banning the use and sale of expanded polystyrene, we rely on coordination with other agencies to obtain these goals.

Therefore, the City urges the CPUC to approve the application in order to further reduce the risk of damage to the environment, air pollution, and other climate change impacts. If you have any questions or comments please contact Elaine Aguilar, Interim City Manager, at EAguilar@SouthPasadenaCA.gov or (626) 403-7210.

Sincerely,

Michael A. Cacciotti  
Mayor

Richard D. Schneider, M.D.  
Mayor Pro Tem

Robert S. Joe  
Councilmember

Marina Khubesrian, M.D.  
Councilmember

Diana Mahmud  
Councilmember

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**ATTACHMENT 2**

*Application of Southern California Edison Company  
(U 338-E) for Approval of its 2017 Transportation  
Electrification Proposals*



BEFORE THE PUBLIC UTILITIES COMMISSION OF THE  
STATE OF CALIFORNIA

FILED  
1-20-17  
04:59 PM

Application of Southern California Edison )  
Company (U 338-E) for Approval of its 2017 ) A1701021 Application No. 17-01-\_\_\_\_  
Transportation Electrification Proposals. ) (Filed January 20, 2017)  
\_\_\_\_\_ )

**APPLICATION OF SOUTHERN CALIFORNIA EDISON COMPANY (U 338-E) FOR  
APPROVAL OF ITS 2017 TRANSPORTATION ELECTRIFICATION PROPOSALS**

FADIA RAFEEDIE KHOURY  
ANDREA L. TOZER

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Dated: January 20, 2017



**APPLICATION OF SOUTHERN CALIFORNIA EDISON COMPANY (U 338-E) FOR  
APPROVAL OF ITS 2017 TRANSPORTATION ELECTRIFICATION PROPOSALS**

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**APPLICATION OF SOUTHERN CALIFORNIA EDISON COMPANY (U 338-E) FOR  
APPROVAL OF ITS 2016 RATE DESIGN WINDOW PROPOSALS**

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**BEFORE THE PUBLIC UTILITIES COMMISSION OF THE  
STATE OF CALIFORNIA**

Application of Southern California Edison  
Company (U 338-E) for Approval of its 2017  
Transportation Electrification Proposals.

Application No. 17-01-\_\_\_\_\_  
(Filed January 20, 2017)

**APPLICATION OF SOUTHERN CALIFORNIA EDISON COMPANY (U 338-E) FOR  
APPROVAL OF ITS 2017 TRANSPORTATION ELECTRIFICATION PROPOSALS**

**I.**

**INTRODUCTION**

Pursuant to Articles 1 and 2 of the Rules of Practice and Procedure of the California Public Utilities Commission (Commission or CPUC) and Commissioner Carla Peterman's September 14, 2016 Assigned Commissioner Ruling Regarding the Filing of Transportation Electrification Applications Pursuant to Senate Bill 350 (ACR),<sup>1</sup> Southern California Edison Company (SCE) hereby respectfully files this application and requests that the Commission approve its 2017 transportation electrification proposals, as described herein. SCE's proposal consists of this application and supporting testimony (preliminarily identified as Exhibit SCE-01).

**II.**

**SUMMARY OF SCE'S REQUESTS**

In this application, SCE requests Commission approval of its 2017 transportation electrification proposals, which include: (1) Residential Make-Ready Rebate Pilot, (2) Electric

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<sup>1</sup> Assigned Commissioner Ruling Regarding the Filing of Transportation Electrification Applications Pursuant to Senate Bill 350, issued September 14, 2016, in Rulemaking (R.) 13-11-007.

Vehicle Driver Rideshare Reward Pilot, (3) Urban Direct Current Fast Charge Clusters Pilot, (4) Port of Long Beach Rubber Tire Gantry Crane Electrification Project, (5) Port of Long Beach ITS Terminal Yard Tractor Project, (6) Electric Transit Bus Make-Ready Project, (7) Medium- and Heavy-Duty Vehicle Charging Infrastructure Program, and (8) New Commercial Electric Vehicle Rate Proposal to Promote Electric Vehicle Adoption.

### III.

#### **ORGANIZATION OF SCE'S TESTIMONY**

SCE's testimony submitted in support of this application is comprised of five chapters, summarized as follows:

Chapter I – Introduction provides a brief summary of SCE's proposals and the impetus for this application;

Chapter II – Vision for Transportation Electrification to Reduce Emissions and Drive Innovation provides background on the need for transportation electrification, state environmental goals, benefits of transportation electrification, and SCE's role in transportation electrification;

Chapter III – SCE's Transportation Electrification Portfolio describes SCE's proposed pilots, projects, programs, and rate proposal; implementation plans; and projected costs;

Chapter IV – SCE's Portfolio Follows the ACR's Guidelines explains how SCE's proposals comply with requirements and guidance from the Assigned Commissioner's Ruling; and

Chapter V – Cost Recovery discusses creation of a new balancing account, proposed reasonableness review, and estimated revenue requirements.

### IV.

#### **EXECUTIVE SUMMARY**

SCE proposes a portfolio of near-term, priority-review projects and longer-term, standard-review programs aimed at accelerating the widespread adoption of transportation electrification (TE). SCE's proposed TE Portfolio includes three projects aimed at accelerating

light-duty electric vehicle (EV) adoption, two projects to promote electrification at the Port of Long Beach (POLB), one project to accelerate electric transit bus adoption, one standard-review program providing charging infrastructure for medium- and heavy-duty vehicles and non-road equipment used for goods and people movement, and one commercial EV rate proposal to promote EV adoption. SCE's plan to advance transportation electrification as set forth in this application is a crucial step toward achieving high levels of electric vehicle adoption as quickly and affordably as possible to support California's environmental goals while providing direct customer benefits over the long term.

Transportation electrification—transforming the transportation sector from being primarily fueled by fossil fuels to being fueled by clean electric power—offers important opportunities for California to reduce greenhouse gas (GHG) emissions and criteria pollutants and could provide rate benefits to all customers. Broad-based transportation electrification is essential for California to meet its ambitious climate goals by 2030. Through this application, SCE enthusiastically joins the state in accelerating these opportunities to support a clean energy future.

To achieve state, federal, and local goals, all segments of TE are essential, but are in various stages of technological and market development. SCE's proposed portfolio of programs and pilots supports each stage of development, tailored to support the phase that each segment is in currently. SCE will enable the fueling of electric vehicles through additional infrastructure, provision of increasingly clean power to SCE's customers, and integration of that power with EVs through the electric grid. Through its proposed programs, SCE will enable faster adoption of electric vehicles in new vehicle segments (including medium- and heavy-duty vehicles used for goods and people movement) by (1) providing utility distribution infrastructure, customer-side "make-ready" infrastructure, and rebates for charging stations, (2) jump-starting electric vehicle ridesharing, and (3) promoting fleet and away-from-home charging with a new EV rate structure.

In this application and supporting testimony, SCE describes its vision for transportation electrification, which will reduce GHG emissions and provide clean air and other benefits.

Important elements of SCE's TE portfolio of proposed projects and programs include:

- Addressing key cost and complexity barriers associated with charging infrastructure for commercial (non-light-duty) EVs (including medium-duty, heavy-duty, and non-road vehicles used in goods and people movement), as well as EV-charging at homes and at urban direct current fast charge (DCFC) stations;
- Proposing a new commercial EV rate structure to enable vehicle-grid integration and promote EV adoption;
- Collaborating with stakeholders from the private, non-profit, and public sectors that will provide expertise and funding for vehicles and charging equipment;
- Seeking to enhance third-party business models so that other market participants can successfully play a long-term role; and
- Prioritizing the needs of low-income and disadvantaged communities.

**A. SCE's TE Portfolio**

Pursuant to the ACR,<sup>2</sup> SCE proposes both priority review projects and standard review projects in its TE Portfolio. The six proposed pilots are an innovative response to the utility's new TE role. These efforts help inform future TE programs to further transform TE markets. These projects meet the requirements of Commission priority review by being under \$4 million, 12 months or less in duration, and noncontroversial. SCE's proposed five-year program to provide charging infrastructure supporting medium- and heavy-duty vehicle electrification is essential to facilitate electrification of the goods movement industry in SCE's service territory, which includes the second busiest seaport in the country. SCE's proposed new EV rate

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<sup>2</sup> Assigned Commissioner Ruling Regarding the Filing of Transportation Electrification Applications Pursuant to Senate Bill 350, issued September 14, 2016, in Rulemaking (R.) 13-11-007.

incentivizes customers to adopt these TE technologies and charge at times that avoid capacity constraints.

**1. Priority Review Projects**

SCE proposes the following pilots and projects for priority review:

- Residential Make-Ready Rebate Pilot – This pilot provides a rebate to residential customers to offset the cost of hiring a licensed electrician to install make-ready infrastructure and associated permitting to charge their new EVs.
- EV Rideshare Reward Pilot – This pilot provides a monetary reward to rideshare drivers who use an EV and exceed a specified number of rides during a given time period.
- Urban DCFC Clusters Pilot – This pilot will deploy and operate five DCFC sites, clustered in urban areas. Each site may include up to five dual-port charging stations, for up to 50 DCFC ports total. SCE will install, own, and maintain make-ready infrastructure at participating customer sites. Participating customers will have the opportunity to select DCFC charging stations qualified by SCE and receive a rebate to cover the base cost of charging stations deployed through the pilot, including hardware and installation.
- Electric Transit Bus Make-Ready Program – This program will deploy make-ready infrastructure to serve in-depot and on-route charging equipment for electric commuter buses operating in SCE’s service territory. SCE will also provide a rebate to participating customers to cover the cost of the charging equipment and its installation.
- POLB Rubber Tire Gantry Crane Electrification Project – SCE will deploy make-ready infrastructure to serve nine cranes that SSA Marine Terminal J (POLB) plans to electrify, currently fueled by diesel engines.

- POLB ITS Terminal Yard Tractor Project – SCE will deploy make-ready infrastructure to serve a portion of the ITS Terminal’s fleet of yard tractors, currently fueled by diesel engines.

***Priority Review Projects Total Costs  
(Millions, 2016 \$, not loaded)***

Priority Review Project	Estimated Cost
Residential Make-Ready	\$4.00
EV Drive Rideshare Reward	\$4.00
Urban DCFC Cluster	\$3.98
Make Ready & Rebate for Transit Buses	\$3.98
POLB, Rubber Tire Gantry Crane Electrification	\$3.04
POLB, ITS Terminal Yard Tractor	\$0.45
<b>Priority Review Total</b>	<b>\$19.45</b>

**2. Standard Review Programs**

SCE proposes the following infrastructure program and EV rate design for standard review:

- Medium- and Heavy-Duty Vehicle Charging Infrastructure Program – In this program, SCE will deploy, own, and maintain the electric infrastructure needed to serve charging equipment for medium-duty, heavy-duty, and non-road vehicles (up to and including the make-ready stubs) to support electrification of the goods and people movement industry. SCE will also provide a rebate to cover the costs of charging equipment supplied and owned by others that meets SCE’s requirements and its installation. Participating customers will be responsible for procuring charging station equipment and installation (and paying any costs in excess of the rebate amount) and for maintaining the equipment in working order for the duration of the program.



- Rate Design to Promote EV Adoption – SCE proposes to establish three new, optional commercial rate schedules, which will have the same general structure but will apply to different sizes of customers for the exclusive purpose of charging EVs. The proposed rate schedules will use up-to-date time-of-use periods that will offer more accurate price signals to reflect system grid conditions, consistent with the Commission’s recent guidance in this area. The new EV rates will have a five-year introductory period after they are first implemented during which SCE will not assess monthly demand charges; rather, customers’ bills will consist primarily of volumetric energy charges. After that five-year introductory period, SCE will introduce demand charges and phase them in for a five-year intermediate period. Then, after the end of the tenth year, the rate schedules will reflect stable demand charges that will still be lower than what new EV customers would pay on their otherwise applicable (non-EV) commercial rates today.

***Standard Review Program Total Costs  
(Millions, 2016 \$, not loaded)***

Standard Review Programs	Estimated Cost
Medium and Heavy-Duty Vehicle Charging Infrastructure Program	\$553.82
Commercial EV Rate Proposal	N/A
<b>Standard Review Total</b>	<b>\$553.82</b>

**B. Revenue Requirement and Cost Recovery**

**1. Revenue Requirement**

Based on the estimated costs above, if all of the SCE proposals were approved by the Commission in 2018, SCE would expect to collect approximately \$200 million<sup>3</sup> in capital-

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<sup>3</sup> SCE-1, Chapter V, Table V-6, sum of five year Operating Revenues less O&M and Payroll Taxes.

related revenue requirements and approximately \$32 million in operation and maintenance (O&M, including Payroll Taxes) costs over the five-year period from 2019 through 2023, for a total of up to \$232 million during the implementation of the six priority review pilot projects and standard review program. This example is illustrative only. Changes in the timing of approval or implementation of any of the proposed programs would change the estimated revenue requirement and its timing.

**2. Cost Recovery**

SCE requests Commission authorization to establish the Transportation Electrification Portfolio Balancing Account (TEPBA) to record the actual TE Portfolio revenue requirements each month, effective upon Commission approval of this application. Each month, SCE will record the actual O&M expenses, payroll taxes, and capital revenue requirement (*i.e.*, depreciation, return on rate base, property taxes, and incomes taxes) in the TEPBA associated with the activities as approved by the Commission for the TE Portfolio pilot projects and standard review programs. The TEPBA will account for and record the revenue requirements for each of the six priority review projects and standard review program.

SCE proposes to include in distribution rates a forecast annual revenue requirement effective January 1 of each year, for at least five years, or until the TEPBA-related costs are included in a future general rate case (GRC). To help ensure that customers only pay the actual TE Portfolio revenue requirements, SCE proposes to transfer the revenue requirement recorded in the TEPBA to the distribution sub-account of the Base Revenue Requirement Balancing Account (BRRBA) on an annual basis. Using this approach, any difference between the forecast TE Portfolio revenue requirements included in rate levels and the actual recorded TE Portfolio revenue requirements will be trued up in the BRRBA. This proposed ratemaking provides that no more and no less than the reasonable revenue requirements associated with the TE Portfolio activities will ultimately be collected from customers. Any over-collection recorded in the BRRBA at the end of each year will be refunded to customers in the subsequent

year. Similarly, any under-collection recorded in the BRRBA at the end of each year will be recovered from customers in the subsequent year.

SCE proposes that if the Commission approves the scope of each of SCE's six proposed priority review projects and the standard review program, the actual incurred costs, as long as consistent with the adopted scope of activities and within cost levels adopted by the Commission, should be deemed reasonable and therefore no after-the-fact reasonableness review is necessary.

**3. Rate Impacts**

The following table compares SCE's January 2017 average rates, by customer group, to an estimate of proposed average rates if SCE's revenue requirement and revenue allocation proposals are approved by the Commission.

**Rate Impacts**

Customer Group	System		
	Current Revenues (\$000)	Proposed Revenue Change (\$000)	% Change over Current
Residential	4,917,589	23,307	0.5%
Lighting - Small and Medium Power	4,419,380	15,639	0.4%
Large Power	1,977,952	5,533	0.3%
Agricultural and Pumping	412,602	1,326	0.3%
Street and Area Lighting	132,948	84	0.1%
Standby	275,239	570	0.2%
<b>Total</b>	<b>12,135,710</b>	<b>46,459</b>	<b>0.4%</b>

Customer Group	Bundled		
	Current Rates (¢/kWh)	Proposed Rates (¢/kWh)	% Change over current
Residential	17.8	17.8	0.5%
Lighting - Small and Medium Power	16.8	16.9	0.3%
Large Power	11.9	11.9	0.2%
Agricultural and Pumping	12.7	12.7	0.3%
Street and Area Lighting	18.1	18.1	0.1%
Standby	9.6	9.6	0.2%
<b>Total</b>	<b>15.8</b>	<b>15.9</b>	<b>0.4%</b>

**V.**

**STATUTORY AND REGULATORY REQUIREMENTS**

**A. Statutory and Other Authority – Rule 2.1**

This application is made pursuant to Commissioner Peterman’s ACR,<sup>4</sup> the Commission’s Rules of Practice and Procedure, and the California Public Utilities Code.

SCE’s request complies with the Commission’s Rules of Practice and Procedure Rules 1.5 through 1.11 and 1.13, which specify the procedures for, among other things, filing documents. In addition, this request complies with Rules 2.1, 2.2 and 3.2.

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<sup>4</sup> Assigned Commissioner Ruling Regarding the Filing of Transportation Electrification Applications Pursuant to Senate Bill 350, issued September 14, 2016, in Rulemaking (R.) 13-11-007.

Rule 2.1 requires that all applications: (1) clearly and concisely state authority or relief sought; (2) cite the statutory or other authority under which that relief is sought; and (3) be verified by the applicant. Rule 2.1 sets forth further requirements that are addressed separately below.

The relief being sought is summarized above in Sections II (Summary of SCE's Requests) and Section IV (Executive Summary), and is further described in the testimony (Exhibit SCE-1) supporting this application.

The statutory and other authority for this request includes, but is not limited to, California Public Utilities Code Sections 451, 454, 454.3, 491, 701, 702, 728, 729, Article 2 and Rule 3.2 of the Commission's Rules of Practice and Procedure, and prior decisions, orders, and resolutions of this Commission.

SCE's application has been verified by an SCE officer as provided in Rules 1.11 and 2.1.

**B. Legal Name and Correspondence**

Pursuant to Rule 2.1 of the Commission's Rules of Practice and Procedure, the full legal name of the applicant is Southern California Edison Company (SCE). SCE is a corporation organized and existing under the laws of the State of California, and is primarily engaged in the business of generating, purchasing, transmitting, distributing and selling electric energy for light, heat and power in portions of central and southern California as a public utility subject to the jurisdiction of the California Public Utilities Commission. SCE's properties, which are located primarily within the State of California, consist mainly of hydroelectric and thermal electric generating plants, together with transmission and distribution lines and other property necessary in connection with its business.

SCE's principal place of business is 2244 Walnut Grove Avenue, Rosemead, California, and its post office address and telephone number are:

Southern California Edison Company  
Post Office Box 800  
Rosemead, California 91770  
Telephone: (626) 302-1212

SCE's attorney in this matter is Andrea Tozer. Correspondence or communications regarding this application should be addressed to:

Andrea Tozer  
Senior Attorney  
Southern California Edison Company  
P.O. Box 800  
2244 Walnut Grove Avenue  
Rosemead, California 91770  
Telephone: (626) 302-6713  
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**C. Proposed Categorization, Need for Hearings, Issues To Be Considered, Proposed Schedule, and Relevant Safety Considerations — Rule 2.1(c)**

Commission Rule 2.1(c) requires that all applications shall state “the proposed category for the proceeding, the need for hearing, the issues to be considered, and a proposed schedule.”

**1. Proposed Category**

Rule 1.3(e) of the Commission's Rules of Practice and Procedure defines “ratesetting” proceedings as “proceedings in which the Commission sets or investigates rates for a specifically named utility (or utilities), or establishes a mechanism that in turn sets the rates for a specifically named utility (or utilities).” This application will include the setting and investigation of rates, and includes SCE's proposal for a “mechanism” that will influence the setting of rates in future applications. Therefore, for purposes of Rule 2.1, SCE proposes that this proceeding be categorized as ratesetting.

**2. Need for Hearings**

The need for hearings in this proceeding, and the issues to be considered in such hearings, will depend in large part on the degree to which other parties contest SCE's requests.

SCE's proposed procedural schedule below assumes evidentiary hearings will be held; however, the need for hearings will be determined by the assigned Administrative Law Judge(s).

**3. Issues to be Considered, Including Relevant Safety Considerations**

The primary issue to be considered in this proceeding is the reasonableness of SCE's 2017 transportation electrification proposals as described in Sections II (Summary of SCE's Requests) and Section IV (Executive Summary) above and in more detail in SCE's supporting testimony served concurrently with this application. D.16-01-017 approved an amendment to Rule 2.1(c) of the Commission's Rules of Practice and Procedure (Title 20, Division 1, of the California Code of Regulations) to require all applications to identify all relevant safety considerations implicated by the application. One of SCE's core values is to protect public and employee safety. All electric infrastructure installed and operated by SCE as part of its TE Portfolio will follow SCE Transmission & Distribution's standard operating procedures to ensure safety. Additionally, this infrastructure will adhere to applicable technical standards and energy efficiency recommendations. For any electric installations on the customer side of the meter as part of the TE Portfolio, SCE will use, and require participating customers to use, a C-10 licensed electrical contractor. Furthermore, all such installations, whether by SCE or participating customers, will require appropriate permitting and inspection from the local authority having jurisdiction (if applicable) in compliance with applicable codes and ordinances.

**4. Procedural Schedule**

To allow the Commission to issue a timely final decision in this proceeding, SCE respectfully requests that the Commission process the present application according to the following schedule:

SCE Files Application	01/20/2017
Protests / Responses to Application	30 days from the date the notice of the filing of the Application appears in the Daily Calendar [approximately 02/22/17]
Reply to Protests / Responses	10 days from the deadline for filing Protests / Responses [approximately 3/6/2017]
Prehearing Conference	03/10/17
Intervenor Testimony Due	4/21/17
Rebuttal Testimony Due	6/2/17
Commission Issues Phase 1 Proposed Decision <sup>2</sup>	July 2017
Comments on Phase 1 Proposed Decision	20 days from the date the Commission issues Proposed Decision
Replies to Comments on Phase 1 Proposed Decision	5 days from the deadline for filing comments on Proposed Decision
Commission Issues Final Phase 1 Decision	August 2017
Phase 2 Evidentiary Hearings (if necessary)	6/26/17-6/30/17
Concurrent Phase 2 Opening Briefs	7/21/17
Concurrent Phase 2 Reply Briefs	8/11/17
Commission Issues Phase 2 Proposed Decision	October 2017
Comments on Phase 2 Proposed Decision	20 days from the date the Commission issues Proposed Decision
Replies to Comments on Phase 2 Proposed Decision	5 days from the deadline for filing comments on Proposed Decision
Commission Issues Final Phase 2 Decision	November 2017

**D. Organization and Qualification to Transact Business – Rule 2.2**

In compliance with Rule 2.2 of the Commission’s Rules of Practice and Procedure,<sup>6</sup> a copy of SCE’s Certificate of Restated Articles of Incorporation, effective on March 2, 2006, and presently in effect, certified by the California Secretary of State, was filed with the Commission on March 14, 2006, in connection with Application No. 06-03-020, and is by reference made a part hereof.

<sup>2</sup> Evidentiary hearings and briefing should not be required for priority review projects. For projects qualifying for priority review, in lieu of hearings SCE requests that the Commission issue a Phase 1 Proposed Decision after rebuttal testimony.

<sup>6</sup> Rule 2.2 requires the applicant, in this case SCE, to submit a copy of its organizing documents and evidence of its qualification to transact business in California, or to refer to that documentation if previously filed with the Commission.



A copy of SCE's Certificate of Determination of Preferences of the Series D Preference Stock filed with the California Secretary of State on March 7, 2011, and presently in effect, certified by the California Secretary of State, was filed with the Commission on April 1, 2011, in connection with Application No. 11-04-001, and is by reference made a part hereof.

A copy of SCE's Certificate of Determination of Preferences of the Series E Preference Stock filed with the California Secretary of State on January 12, 2012, and a copy of SCE's Certificate of Increase of Authorized Shares of the Series E Preference Stock filed with the California Secretary of State on January 31, 2012, and presently in effect, certified by the California Secretary of State, were filed with the Commission on March 5, 2012, in connection with Application No. 12-03-004, and are by reference made a part hereof.

A copy of SCE's Certificate of Determination of Preferences of the Series F Preference Stock filed with the California Secretary of State on May 5, 2012, and presently in effect, certified by the California Secretary of State, was filed with the Commission on June 29, 2012, in connection with Application No. 12-06-017, and is by reference made a part hereof.

A copy of SCE's Certificate of Determination of Preferences of the Series G Preference Stock filed with the California Secretary of State on January 24, 2013, and presently in effect, certified by the California Secretary of State, was filed with the Commission on January 31, 2013, in connection with Application No. 13-01-016, and is by reference made a part hereof.

A copy of SCE's Certificate of Determination of Preferences of the Series H Preference Stock filed with the California Secretary of State on February 28, 2014, and presently in effect, certified by the California Secretary of State, was filed with the Commission on March 24, 2014, in connection with Application No. 14-03-013, and is by reference made a part hereof.

A copy of SCE's Certificate of Determination of Preferences of the Series J Preference Stock filed with the California Secretary of State on August 19, 2015, and presently in effect, certified by the California Secretary of State, was filed with the Commission on October 2, 2015, in connection with Application No. 15-10-001, and is by reference made a part hereof.

A copy of SCE's Certificate of Determination of Preferences of the Series K Preference Stock, filed with the California Secretary of State on March 2, 2016, and presently in effect, certified by the California Secretary of State, was filed with the Commission on April 1, 2016, in connection with Application No. 16-04-001, and is by reference made a part hereof.

Certain classes and series of SCE's capital stock are listed on a "national securities exchange" as defined in the Securities Exchange Act of 1934, and copies of SCE's latest Annual Report to Shareholders and its latest proxy statement sent to its stockholders has been filed with the Commission with a letter of transmittal dated March 18, 2016, pursuant to Commission General Order Nos. 65-A and 104-A.

**E. Balance Sheet and Income Statement – Rule 3.2(a)(1)**

Appendix A to this application contains copies of SCE's Balance Sheet and Income Statement for the period ending September 30, 2016, the most recent period available.

**F. Statement of Presently Effective and Proposed Rates – Rules 3.2(a)(2) and 3.2(a)(3)**

The presently effective rates and the illustrative changes proposed to be made to those rates are discussed in this application in Section B.3, and use rates current as of January 2017. The proposed rates are illustrative and will be updated consistent with the Commission's decision in this proceeding to reflect SCE's then-current authorized revenues when such rates are implemented. SCE's current rates and charges for electric service are in its electric tariffs and schedules on file with the Commission. These tariffs and schedules are filed with and made effective by the Commission in its decisions, orders, resolutions, and approvals of advice letter filings pursuant to Commission General Order 96-A. SCE is not requesting a general revenue increase over one percent in this application.

**G. Description of SCE's Service Territory and Utility System – Rule 3.2(a)(4)**

Because this application is not a general rate case application, this requirement is not applicable.

**H. Summary of Earnings – Rule 3.2(a)(5)**

In compliance with Rule 3.2(a)(5), Appendix B hereto contains a copy of SCE's summary of earnings, authorized in SCE's 2017 Post Test Year Advice Letter 3514-E, the most recent period available.

**I. Depreciation – Rule 3.2(a)(7)**

Because this application is not a general rate case application, this requirement is not applicable.

**J. Capital Stock and Proxy Statement – Rule 3.2(a)(8)**

Because this application is not a general rate case application, this requirement is not applicable.

**K. Statement Pursuant to Rule 3.2(a)(10)**

Rule 3.2(a)(10) requires the applicant to state whether its request is limited to passing through to customers "only increased costs to the corporation for the services or commodities furnished by it."

SCE's application includes a request for authorization to add various capital expenditures to rate base. These requested rate base additions would a return on, as well as a return of, capital. In that sense, SCE's request in this proceeding is not limited to passing through to customers "only increased costs to the corporation for the services or commodities furnished by it."

**L. Service of Notice – Rule 3.2(b), (c) and (d)**

As required by California Public Utilities Code Section 454, a notice stating in general terms the proposed change will be provided to customers in their monthly bills. SCE has reviewed a draft of its proposed customer notice with the Commission's Public Advisor.

As required by Rule 3.2(b), a notice stating in general terms the proposed rate change will be mailed to the designated officials of the State of California, and the cities and counties affected by the rate increase proposed in this application as listed in Appendix C hereto.

Pursuant to Rule 3.2(c), notice will be published in a newspaper of general circulation in each county in SCE's service territory within which the rate changes would be effective. The cities and counties affected by the rate increase proposed in this application are shown in Appendix C hereto.

Finally, pursuant to Rule 3.2(d), notice will be furnished to customers affected by the potential rate changes proposed in this application by including such notice with the regular bills mailed to those customers and by electronically linking to such notice for customer that receive their bills electronically.

**M. Index of Exhibits and Appendices to This Application**

SCE's submissions in support of this application include the following, which are incorporated herein by reference:

**Appendices to Application**

Appendix A: Balance Sheet and Income Statement

Appendix B: Summary of Earnings

Appendix C: List of Cities and Counties

**Exhibits to Application**

Exhibit SCE-01: Testimony of Southern California Edison Company in Support of Its Application

**N. Service List**

The official service list has not yet been established in this proceeding. SCE is serving this application and supporting testimony on the Commission's Office of Ratepayer Advocates and the service list established by the Commission for R.13-11-007 (the Alternative-Fueled Vehicles OIR).

**VI.**

**CONCLUSION**

SCE respectfully requests that the Commission approve this application as filed.

Respectfully submitted,

Fadia R. Khoury  
Andrea L. Tozer

/s/ Andrea L. Tozer

By: Andrea L. Tozer

Attorneys for  
SOUTHERN CALIFORNIA EDISON COMPANY

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Rosemead, California 91770  
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E-mail: Andrea.Tozer@sce.com

**January 20, 2017**

**VERIFICATION**

I am an officer of the applicant corporation herein, and am authorized to make this verification on its behalf. I am informed and believe that the matters stated in the foregoing document are true.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 20<sup>th</sup> day of January, 2017, at Rosemead, California

/s/ Caroline Choi  
By: Caroline Choi  
Senior Vice President of Regulatory Affairs

SOUTHERN CALIFORNIA EDISON COMPANY  
2244 Walnut Grove Avenue  
Post Office Box 800  
Rosemead, California 91770

**Appendix A**  
**Balance Sheet and Income Statement**

SOUTHERN CALIFORNIA EDISON COMPANY

BALANCE SHEET  
SEPTEMBER 30, 2016  
ASSETS  
(in millions)

UTILITY PLANT:

Utility plant, at original cost	\$ 41,954
Less- accumulated provision for depreciation and decommissioning	8,753
	<u>33,201</u>
Construction work in progress	2,738
Nuclear fuel, at amortized cost	125
	<u>36,064</u>

OTHER PROPERTY AND INVESTMENTS:

Nonutility property - less accumulated depreciation of \$78	76
Nuclear decommissioning trusts	4,376
Other investments	41
	<u>4,493</u>

CURRENT ASSETS:

Cash and equivalents	39
Receivables, less allowances of \$58 for uncollectible accounts	980
Accrued unbilled revenue	569
Inventory	251
Derivative assets	60
Regulatory assets	321
Other current assets	223
	<u>2,443</u>

DEFERRED CHARGES:

Regulatory assets	7,844
Derivative assets	67
Other long-term assets	231
	<u>8,142</u>
	<u>\$ 51,142</u>



SOUTHERN CALIFORNIA EDISON COMPANY

BALANCE SHEET  
SEPTEMBER 30, 2016  
CAPITALIZATION AND LIABILITIES  
(in millions)

CAPITALIZATION:

Common stock	\$ 2,168
Additional paid-in capital	658
Accumulated other comprehensive loss	(19)
Retained earnings	9,280
Common shareholder's equity	<u>12,087</u>
Preferred and preference stock	2,245
Long-term debt	9,987
Total capitalization	<u>24,319</u>

CURRENT LIABILITIES:

Short-term debt	239
Current portion of long-term debt	479
Accounts payable	1,172
Accrued taxes	156
Customer deposits	264
Derivative liabilities	223
Regulatory liabilities	1,030
Other current liabilities	675
	<u>4,238</u>

DEFERRED CREDITS:

Deferred income taxes and credits	9,765
Derivative liabilities	1,069
Pensions and benefits	1,293
Asset retirement obligations	2,590
Regulatory liabilities	6,020
Other deferred credits and other long-term liabilities	1,848
	<u>22,585</u>

\$ 51,142

SOUTHERN CALIFORNIA EDISON COMPANY

(h) A balance sheet as of the latest available date, together with an income statement covering the period from close of last year for which an annual report has been filed with the Commission to the date of the balance sheet attached to the application.

STATEMENT OF INCOME  
NINE MONTHS ENDED SEPTEMBER 30, 2016

(In millions)

OPERATING REVENUE	\$ 8,956
OPERATING EXPENSES:	
Purchase power and fuel	3,576
Other operation and maintenance	1,993
Depreciation, decommissioning and amortization	1,497
Property and other taxes	268
Total operating expenses	<u>7,334</u>
OPERATING INCOME	1,622
Interest and other income	97
Interest expense	(402)
Other expenses	(26)
INCOME BEFORE INCOME TAX	<u>1,291</u>
INCOME TAX	162
NET INCOME	<u>1,129</u>
Less: Preferred and preference stock dividend requirements	<u>92</u>
NET INCOME AVAILABLE FOR COMMON STOCK	<u>\$ 1,037</u>

**Appendix B**  
**Summary of Earnings**

**Southern California Edison  
Summary of Earnings  
2015 GRC Adopted Revenue Requirement  
Thousands of Dollars**

Line No.	Item	Total
1.	<b>Base Revenues</b>	5,182,297
2.	<b>Expenses:</b>	
3.	Operation & Maintenance	1,984,387
4.	Depreciation	1,532,289
5.	Taxes	442,687
6.	Revenue Credits	(147,491)
7.	Total Expenses	3,811,871
8.	<b>Net Operating Revenue</b>	1,370,425
9.	<b>Rate Base</b>	17,375,834
10.	<b>Rate of Return</b>	7.89%

**Southern California Edison  
Summary of Earnings  
2016 GRC Adopted Revenue Requirement  
Thousands of Dollars**

Line No.	Item	Total
1.	<b>Base Revenues</b>	5,385,537
2.	<b>Expenses:</b>	
3.	Operation & Maintenance	2,037,603
4.	Depreciation	1,546,128
5.	Taxes	474,761
6.	Revenue Credits	(149,196)
7.	Total Expenses	3,909,295
8.	<b>Net Operating Revenue</b>	1,476,242
9.	<b>Rate Base</b>	18,713,446
10.	<b>Rate of Return</b>	7.89%

**Southern California Edison  
Summary of Earnings  
2017 GRC Adopted Revenue Requirement  
Thousands of Dollars**

Line No.	Item	Total
1.	<b>Base Revenues</b>	5,640,432
2.	<b>Expenses:</b>	
3.	Operation & Maintenance	2,079,914
4.	Depreciation	1,575,482
5.	Taxes	541,926
6.	Revenue Credits	(148,671)
7.	<b>Total Expenses</b>	4,048,652
8.	<b>Net Operating Revenue</b>	1,591,780
9.	<b>Rate Base</b>	20,175,952
10.	<b>Rate of Return</b>	7.89%

**Appendix C**  
**List of Cities and Counties**



SOUTHERN CALIFORNIA  
**EDISON**

An EDISON INTERNATIONAL Company

# Incorporated Cities and Counties Served by SCE

## COUNTIES

Fresno	Kern	Madera	Riverside	Tuolumne
Imperial	Kings	Mono	San Bernardino	Tulare
Inyo	Los Angeles	Orange	Santa Barbara	Ventura

## CITIES

Adelanto	Commerce	Hesperia	Los Alamitos	Port Hueneme	Simi Valley
Agoura Hills	Compton	Hidden Hills	Lynwood	Porterville	South El Monte
Alhambra	Corona	Highland	Malibu	Rancho Cucamonga	South Gate
Aliso Viejo	Costa Mesa	Huntington Beach	Mammoth Lakes	Rancho Mirage	South Pasadena
Apple Valley	Covina	Huntington Park	Manhattan Beach	Rancho Palms Verdes	Stanton
Arcadia	Cudahy	Indian Wells	Maywood	Rancho Santa Margarita	Tehachapi
Artesia	Culver City	Industry	McFarland	Redlands	Temecula
Avalon	Cypress	Inglewood	Menifee	Redondo Beach	Temple City
Baldwin Park	Delano	Irvine	Mission Viejo	Rialto	Thousand Oaks
Barstow	Desert Hot Springs	Irwindale	Monrovia	Ridgecrest	Torrance
Beaumont	Diamond Bar	Jurupa Valley	Montclair	Rolling Hills	Tulare
Bell	Downey	La Canada Flintridge	Montebello	Rolling Hills Estates	Tustin
Bell Gardens	Duarte	La Habra	Monterey Park	Rosemead	Twentynine Palms
Bellflower	Eastvale	La Habra Heights	Moorpark	San Bernardino	Upland
Beverly Hills	El Monte	La Mirada	Moreno Valley	San Gabriel	Valencia
Big Bear Lake	El Segundo	La Palma	Murrieta	San Jacinto	Victorville
Bishop	Exeter	La Puente	Newport Beach	San Marino	Villa Park
Blythe	Farmersville	La Verne	Norco	Santa Ana	Visalia
Bradbury	Fillmore	Laguna Beach	Norwalk	Santa Barbara	Walnut
Brea	Fontana	Laguna Hills	Ojai	Santa Clarita	West Covina
Buena Park	Fountain Valley	Laguna Niguel	Ontario	Santa Fe Springs	West Hollywood
Calabasas	Fullerton	Laguna Woods	Orange	Sierra Madre	Westlake Village
California City	Garden Grove	Lake Elsinore	Oxnard	Signal Hill	Westminster
Calimesa	Gardena	Lake Forest	Palm Desert		Whittier
Camarillo	Glendora	Lakewood	Palm Springs		Wildomar
Canyon Lake	Goleta	Lancaster	Palmdale		Woodlake (Three Rivers)
Carpinteria	Grand Terrace	Lawndale	Palos Verdes		Yorba Linda
Carson	Hanford	Lindsay	Paramount		Yucaipa
Cathedral City	Hawaiian Gardens	Loma Linda	Perris		Yucca Valley
Cerritos	Hawthorne	Lomita	Pico Rivera		
Chino	Hemet	Long Beach	Placentia		
Chino Hills	Hermosa Beach		Pomona		
Claremont					

Last Updated: 7/18/2016



**ATTACHMENT 3**  
SCE White Paper “Transportation Electrification:  
Reducing Emissions, Driving Innovation”

# Transportation Electrification

## Reducing Emissions, Driving Innovation

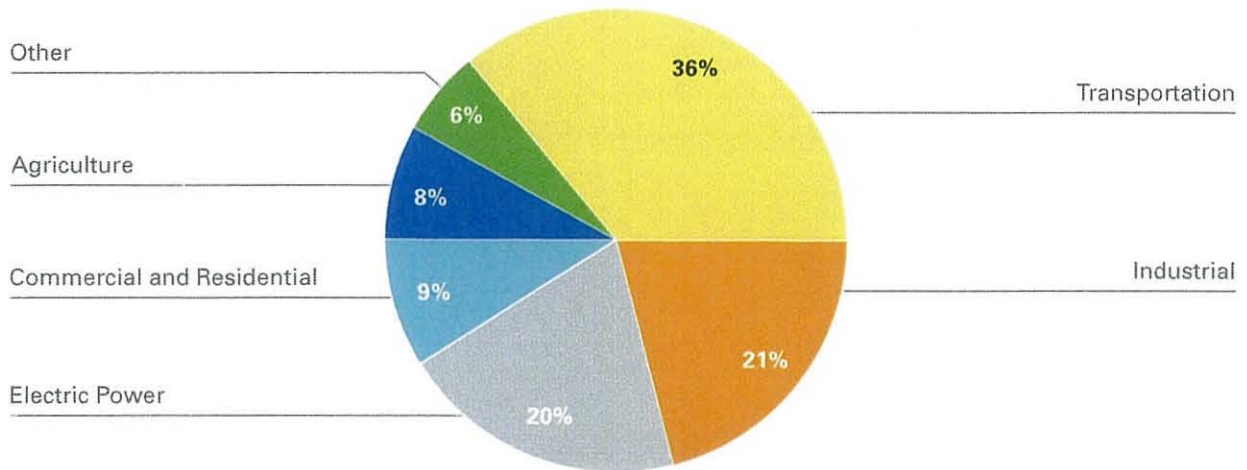


Long a leader in environmental policy and action, California is raising the bar—requiring 40 percent reductions in greenhouse gas (GHG) emissions by 2030—along with complementary policies, such as a 50 percent renewables portfolio standard and doubling of energy efficiency by 2030. The State is also seeking solutions to curb nitrogen oxides (NOx) and particulate emissions, contributors to poor air quality. Despite major progress over many decades, Southern California, in particular, still has some of the worst local air quality in the nation. With just over a decade to achieve its ambitious GHG reduction goals and the immediate need to make dramatic

improvements in air quality, California needs bold, innovative solutions.

The transportation sector is responsible for 36 percent of California’s GHG emissions<sup>1</sup>—about half when you add fossil fuel refinement—and more than 80 percent of NOx and particulate emissions.<sup>2</sup> One of the most promising opportunities to meet California’s complex environmental challenges and air quality standards is transportation electrification—powering passenger cars, delivery trucks, semi-trucks, and other people and goods movement with clean electric power instead of fossil fuels.

California GHG Emissions by Sector in 2014<sup>3</sup>



*“Southern California Edison is taking a leading role to ensure that transportation electrification plays a major part in reducing of GHG and criteria pollutant emissions in California.”*

Consumers are starting to gravitate towards a growing selection of passenger electric vehicles (EV) that deliver clean, quiet, powerful rides. As battery costs decline, EV ranges extend, and charging infrastructure expands, more people will drive EVs. While passenger EVs are available and adoption is slowly increasing, it is not nearly fast enough to achieve the substantial increase in electric transportation necessary to meet the state’s environmental challenges. And electrification of delivery and freight transportation is even further behind.

The natural role for electric utilities in electric transportation is delivering clean electricity to customers to fuel their EVs. California’s electric sector is quickly decarbonizing with the growth of renewable energy resources. New electricity infrastructure and a modernized grid will support the growth and integration of EVs.<sup>4</sup> Electric transportation load can increase grid flexibility to integrate clean energy resources and spread the increasing cost of a clean modern grid over more customers. However, we must extend the grid and support more chargers that deliver clean and reliable electric fuel to EVs.

Southern California Edison (SCE) is taking a leading role to ensure that transportation electrification plays a major part in reducing of GHG and criteria pollutant emissions in California. In addition to cleaning and modernizing the grid, SCE is offering programs to support charger availability, make electric fueling more affordable, and increase awareness of the benefits of electric transportation. Through its current Charge Ready program, SCE is ensuring that

there are more places for passenger EVs to charge away from home. SCE is now proposing to extend this approach to commercial and heavy-duty vehicles—promoting electrification of freight transportation and people movement in Southern California. Also, SCE is proposing new rates for EV charging in order to lower the cost of entry for early adopters and promote use of chargers in a way that supports the operation of the electric grid.

Electric utilities like SCE cannot accelerate transportation electrification alone. State and local governments, environmental agencies, vehicle manufacturers and charging infrastructure providers all have important roles to play. Vehicle and battery technologies must continue to improve and become more affordable. New solutions that lower the cost and increase the availability of EV charging options need to be developed. And incentives like high occupancy vehicle lane (HOV) access and vehicle rebates should be in place to attract new users until transportation electrification matures.

We have just 13 years until 2030—the date when California has committed to meet the next phase of its GHG reduction goals. If the state, utilities, and other stakeholders do not act now, time will quickly run out to achieve these laudable GHG reduction goals. Significant electrification of the transportation sector will be required to achieve these GHG goals, while also reducing local air pollution and improving the affordability and functionality of the electric grid.

## California's environmental challenges and the role of transportation

### Climate Change

California has long been recognized for its forward thinking to implement real solutions to address climate change. The state encourages less use of electricity and greater reliance on renewable energy as ways to provide cleaner air and protect the environment.

California's goals to reduce total greenhouse gas emissions by 40 percent from 1990 levels by 2030 and 80 percent by 2050 are some of the most ambitious environmental goals in the world, and they will be difficult to meet. California has reduced

GHG emissions 9 percent from their peak in 2004,<sup>5</sup> but meeting the 2030 goal will require reductions more than three times the annual rate achieved between 2004 and 2014.

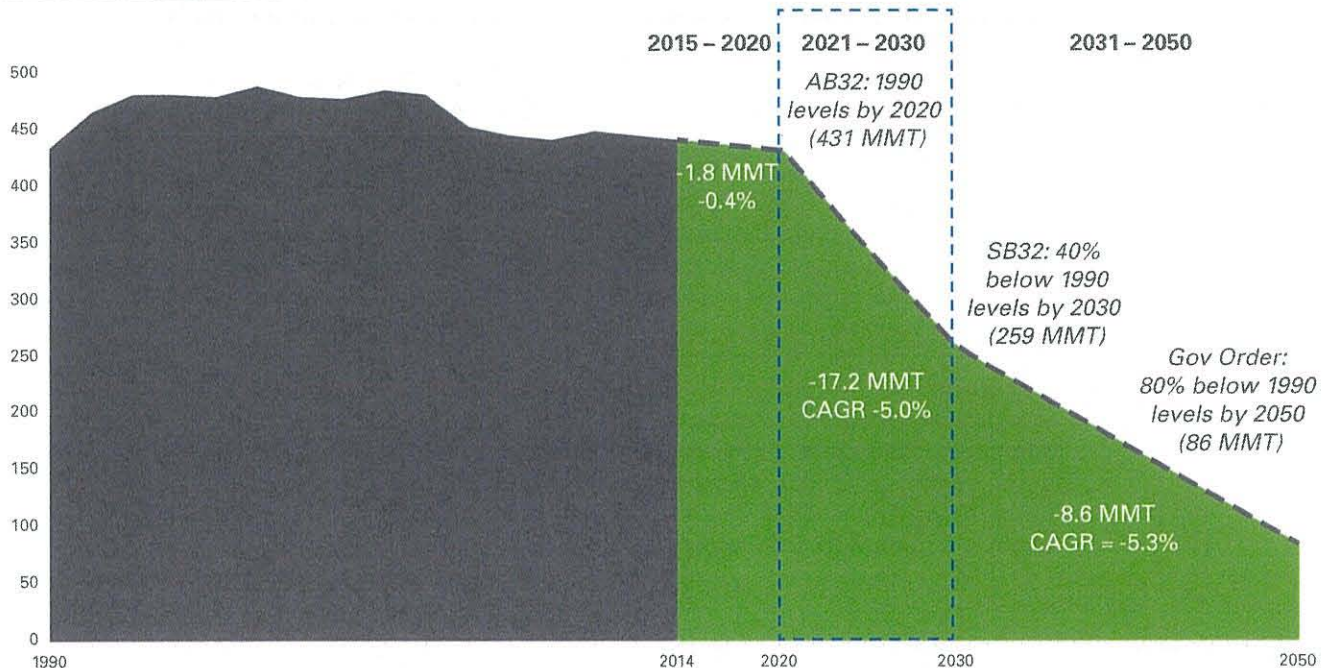
The transportation sector, including refineries, creates 50 percent of the GHG emissions in California. Nearly three quarters of the transportation sector emissions come from passenger vehicles, with the rest coming from medium- and heavy-duty trucks and non-road vehicles (e.g., forklifts). The California Air Resources Board's (CARB) draft plan to achieve the 2030 target calls for the transportation sector to reduce its GHG emissions nearly 40 percent by 2030.<sup>7</sup> This is equivalent to moving all vehicles in the state from an average of 25 miles per gallon<sup>8</sup> to 42 miles per gallon—without adding any more vehicles to the road.

*"The transportation sector, including refineries, creates 50 percent of the GHG emissions in California. Nearly three quarters of the transportation sector emissions come from passenger vehicles."*

### Pace of GHG Emission Reductions Must Accelerate<sup>6</sup>

**CA Statewide "Included" GHG Emissions**  
(million tonnes CO<sub>2</sub> equivalent)

**CA Greenhouse Gas Trajectory**  
(million tonnes of CO<sub>2</sub> per yr. equivalent)



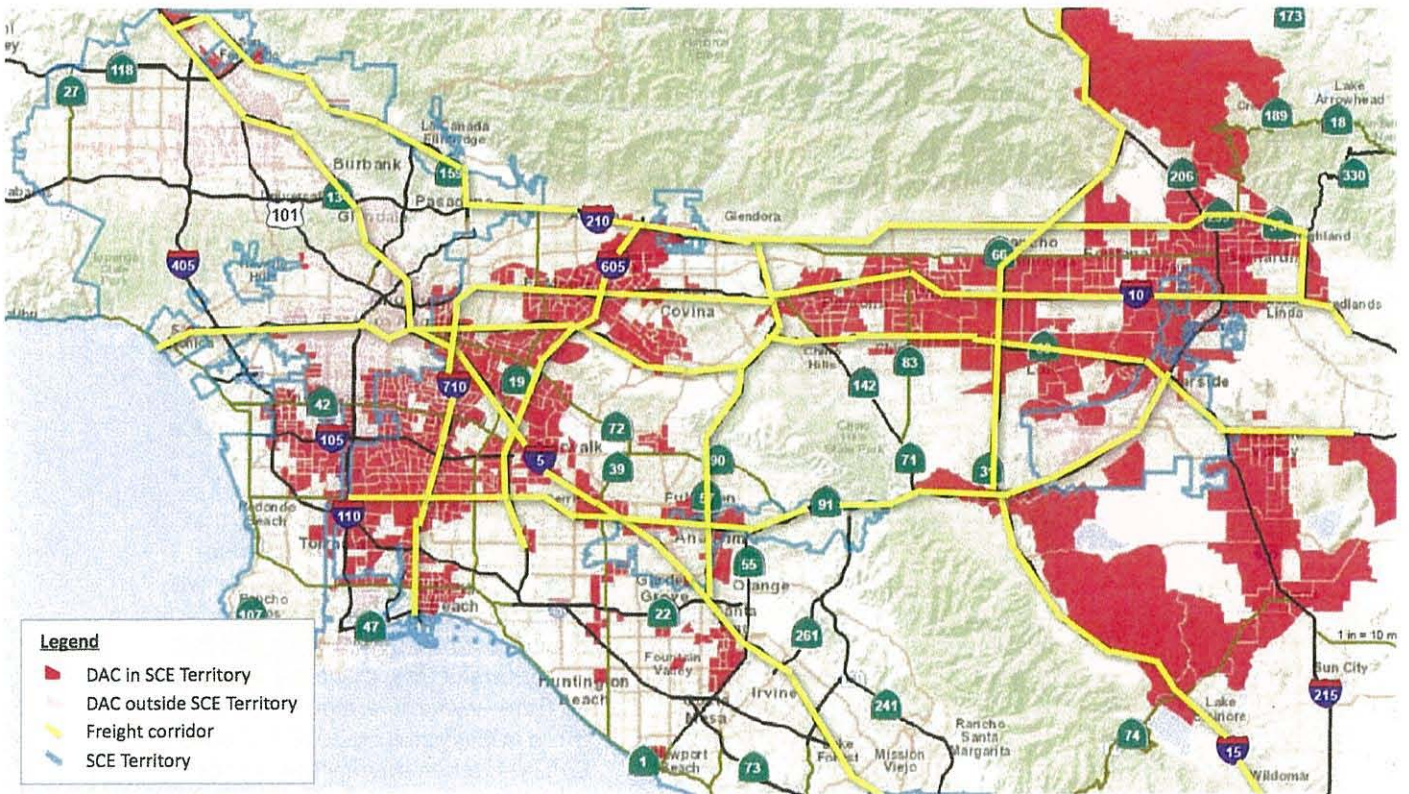
*“Transportation has an even greater impact on air quality than on GHG emissions in California. It accounts for 80 percent of NOx and 95 percent of particulate emissions in the state.”*

### Air Pollution

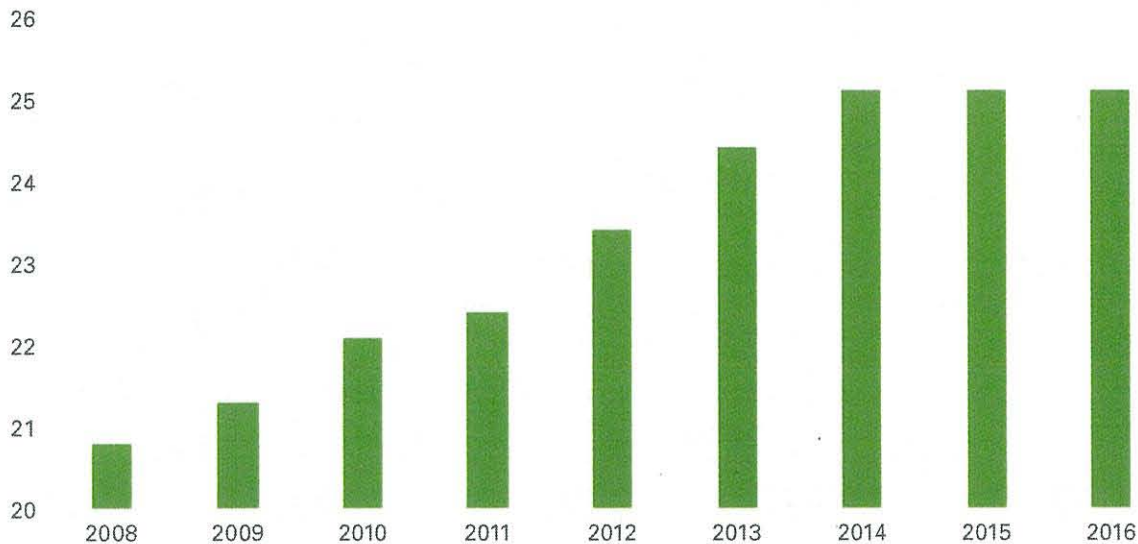
In addition to taking a leading role in addressing global climate change, California is focused on addressing a number of local air quality issues. NOx and particulate matter contribute to smog formation, which aggravates heart problems, bronchitis, asthma, and other lung problems. The only two air basins in the nation that are in extreme non-attainment of federal ozone requirements are the South Coast Air Basin and the San Joaquin Valley Air Basin—both served by SCE. While SCE has already taken significant action to address these issues by increasing the amount of clean energy supplied to customers, the transportation sector needs attention now.

Transportation has an even greater impact on air quality than on GHG emissions in California. It accounts for 80 percent of NOx and 95 percent of particulate emissions in the state. In SCE’s service territory, the communities most heavily impacted by the associated air pollution from transportation are disadvantaged communities. These communities are disproportionately impacted by the pollution caused by transportation both to and from warehouses and factories, and along major freight corridors.

### Disadvantaged Communities are Heavily Impacted by Air Pollution from Freight Corridors<sup>10</sup>



Average U.S. Fuel Economy by Model Year (in miles per gallon)<sup>14</sup>



### Transportation electrification as a solution

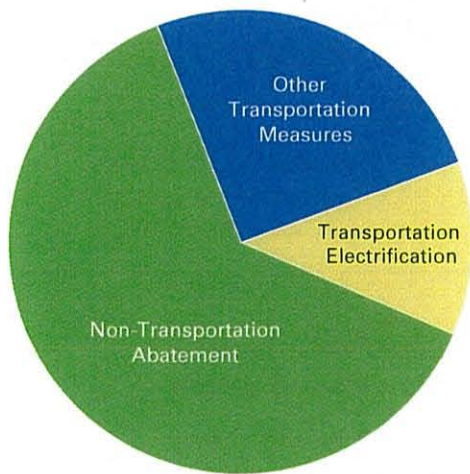
*“Relying solely on improved efficiency of fossil fueled combustion engines for transportation sector improvements will not be enough for California to meet all of its environmental objectives.”*

With transportation contributing to half of California’s GHG emissions and more than 80 percent of smog-forming pollution, reducing these emissions must be part of the solution to meet the state’s environmental challenges. Most vehicles in the state run on gasoline and diesel. While new vehicle fuel efficiency (in miles per gallon) in the United States increased by nearly 30 percent from 2000 to 2014,<sup>11</sup> it has not improved for three years straight.<sup>12</sup> Average passenger vehicle fuel efficiency has not changed from 2007 to 2014 due to consumer preferences for SUVs and trucks.<sup>13</sup> Relying solely on improved efficiency of fossil fueled combustion engines for transportation sector improvements will not be enough for California to meet all of its environmental objectives.

Using clean electric power as a transportation fuel is an effective way to accelerate attainment of California’s environmental goals. For example, switching to electric fueling can reduce the GHG emissions when compared to fueling a vehicle with gasoline or diesel by at least 70percent.<sup>14</sup> By 2030, when 50 percent of California’s electricity will come from renewable energy, electric fuel will be even cleaner and more effective at reducing GHG and pollution than it is today.

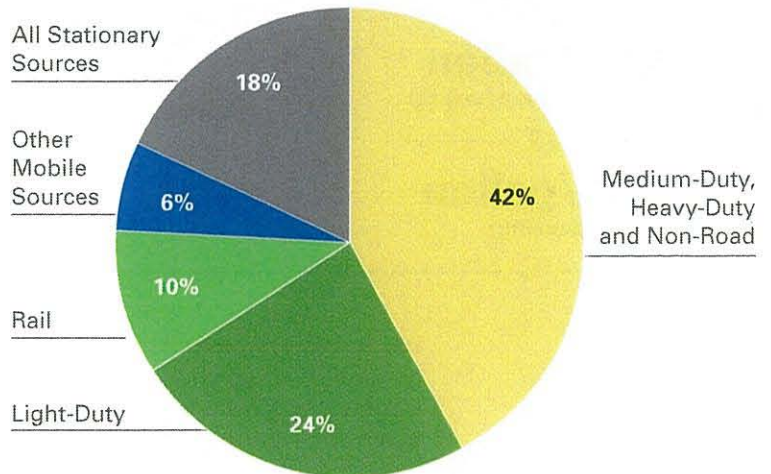
CARB’s draft analysis indicates that about one-third of the GHG reductions in the transportation sector will be due to zero-emission vehicles.<sup>15</sup> Based on today’s availability and the current trajectory, these are likely to be EVs—with more than 4 million of them in California by 2030.<sup>16</sup> If other GHG reduction approaches do not work, we will need even more.

Transportation Electrification’s Contribution to GHG Abatement—CARB Adapted View<sup>18</sup>



2030 GHG Abatement = 182 MMT

Medium- and Heavy-Duty Trucks and Non-Road Vehicles Contribute Significantly to NOx Emissions<sup>19</sup>



*“Early EV models had a range of less than 100 miles, but some new EVs travel more than 200 miles on a charge.”*

Similarly, transportation electrification can significantly reduce smog-forming emissions and particulates to meet federal air quality standards. Vehicle electrification would eliminate much of these emissions from the region, with the electricity for fueling these vehicles increasingly coming from emission-free resources like solar and wind. Non-road and larger vehicles like forklifts, delivery and semi-trucks play a major role in these emissions.

**Transportation electrification has begun, but uptake is slow**

After more than five years of commercial availability, passenger EVs represent only three percent of total annual vehicle sales in California. Despite the slow progress, some trends support growth potential:

- **More models in more classes**—EVs are now available in every class of passenger vehicle from small to large sedans, SUVs, and mini-vans. Virtually every major car manufacturer makes an EV.

- **Increased electric range at a lower price**—Early EV models had a range of less than 100 miles, but some new EVs travel more than 200 miles on a single charge. Vehicle costs are decreasing as a direct result of dramatic declines in battery cost.
- **Faster charging**—More EV models are now available with a quick charge port, allowing for faster refueling (about 80 percent of battery in 30 minutes) where DC fast charging stations are available. New standards could reduce this to about 10 minutes.
- **Ride-sharing/taxis and autonomous operations**—Ride-sharing services and taxis may rely heavily on EVs—short trips at slow speeds with lots of stops and starts are ideal for electrification. Autonomous EVs will push these trends even further by making recharging easy—drop off the passenger, go recharge, and return for pick up.

## Electric Vehicles—By the Numbers<sup>20</sup>

**\$1.3/gallon**  
(EV gasoline equivalent)  
VS.  
**\$2.8/gallon**  
(gasoline)

**20+**  
models  
available

**12,000**  
chargers in  
California today

**260,000+**  
EVs in California today  
**4,000,000+**  
zero emission vehicles  
in California by 2030

*“To achieve meaningful transportation electrification, we have to start dramatically increasing the rate at which EVs are added in place of fossil-fuel vehicles.”*

Beyond passenger vehicles, the degree of EV usage in commercial and industrial applications is more mixed. Electric forklifts are readily available and used. Electric delivery trucks are commercially available, although they are not widely used. And a number of California transit agencies have purchased electric buses and made commitments to purchase additional buses in the near future. However, most medium- and heavy-duty vehicle segments have seen limited deployment and many technologies are limited to demonstration pilots.

Changing the mix of fossil fuel and electric vehicles is a significant challenge. California is expected to have more vehicles on the road by 2030, and each new vehicle typically stays on the road for 10 to 20 years.<sup>21</sup> To achieve meaningful transportation electrification, we have to start dramatically increasing the rate at which EVs are added in place of fossil-fuel vehicles. Electric vehicle charging infrastructure must be in place now to fuel the growing number of clean EVs.

### **Electric utilities’ role: fueling transportation electrification**

Southern California Edison and other electric utilities must proactively create the foundation for clean electric transportation fuel. The grid must be ready to deliver clean electricity to EVs. Drivers need access to charging at the right locations and at reasonable costs. Utilities must help to promote a broader understanding of the need for and benefit of transportation electrification.

### **A clean, modern grid and transportation electrification go hand-in-hand**

A clean electric supply is necessary for transportation electrification to support environmental objectives. California’s electric power sector has already reduced GHG emissions by 20 percent from 1990 levels.<sup>22</sup> In 2015, 24 percent of the electricity SCE delivered to customers was renewable and more than 36 percent was emission free.<sup>23</sup> This will expand to more than 50 percent renewable power by 2030, making EVs “cleaner” the longer they are in use.



*“With a robust, modernized grid, transportation electrification can benefit the grid and its customers.”*

The electric grid is ubiquitous, reliable, and always available. SCE is planning major strengthening and modernizing of its grid to improve reliability and to quickly and easily integrate the technologies that customers are adopting. Distributed solar and electric transportation can create new localized strains on the distribution grid that require increased visibility and operational flexibility.

With a robust, modernized grid, transportation electrification can benefit the grid and its customers. By charging when the grid has excess capacity from renewable generation, EVs can improve grid utilization and integrate more clean energy. Alternatively, at times of local supply shortages, an EV could stop charging to

alleviate constraints. Utilities can encourage this behavior through time-of-use rates and load control programs. Operational savings and the fixed costs of the grid can be shared across more load and more customers, creating affordable fueling for electric vehicle owners and lowering rates for other electric customers.

**Removing barriers: availability, affordability, and customer awareness**

In addition to providing a clean energy system that supports transportation electrification, electric utilities are well suited to address barriers to EV adoption through charging infrastructure deployment, rate design, and collaboration among key stakeholders. The most

SCE Role	Barrier Addressed		
	Availability: Infrastructure necessary to fuel EVs	Affordability: Low cost in comparison to traditional vehicles	Awareness: Customer understanding of benefits of EVs
<b>Infrastructure</b>	<ul style="list-style-type: none"> <li>Charge Ready program to fund passenger vehicle charging infrastructure</li> <li>Funding for medium- and heavy-duty truck charging infrastructure</li> <li>Building vehicle charging infrastructure for electric transit buses</li> <li>Building urban DC Fast Charger (DCFC) Clusters</li> </ul>	<ul style="list-style-type: none"> <li>Charge Ready rebate for away from home charging stations</li> <li>Rebate for at home “make-ready” for residential customers</li> <li>Rebate for charging stations for medium- &amp; heavy-duty truck customers</li> </ul>	<ul style="list-style-type: none"> <li>Market education and outreach program to target potential car buyers in SCE’s service territory to expand awareness about EVs and the benefits of fueling from the electric grid</li> </ul>
<b>Rate design</b>		Rates designed to encourage EV adoption	
<b>Innovative Collaborations</b>	Port electrification projects, such as cargo-handling equipment		Bonus reward to rideshare and taxi drivers who use EVs

Existing Programs | Proposed Programs

*“SCE has already begun addressing the key barriers of availability and affordability through its Charge Ready program.”*

important barriers to focus on to increase EV adoption are: availability, affordability, and awareness.

While the electric grid is preparing to support transportation electrification, charging equipment is still needed to give EV drivers peace of mind that they will be able to charge when needed. Today, there are only 12,000 chargers in California and at least 124,000 are needed to accommodate EV growth over the next four years.<sup>24</sup> In addition to availability of chargers, the cost of upgrading the electrical infrastructure from the grid to the chargers can be a barrier for many customers.

SCE has already begun addressing the key barriers of availability and affordability through its Charge Ready program. Charge Ready supports EV charging stations in parking lots where passenger vehicles are parked for extended periods such as workplaces and multi-unit dwellings. SCE installs electrical infrastructure at a customer’s site to support charging stations and provides a rebate toward the purchase of those charging stations. SCE is proposing to expand this model to new vehicle segments, including trucks, electric buses, cargo-handling port equipment and forklifts.

Pilots and programs are important steps to facilitate transportation electrification. SCE expects to propose additional programs and pilots in the future to further reduce these barriers. For example, SCE intends to expand its Charge Ready program to grow from 1,500 chargers to nearly 30,000 chargers.<sup>23</sup> Additionally, SCE sees opportunities to bring multiple market participants together to:

- Create EV salesforce training materials;

- Create software applications to provide better information on charging station availability;
- Explore avenues to enable other parties to participate in fueling infrastructure deployment.

### **Dynamic stakeholder collaboration: the key to success**

While utilities have a crucial role to play in accelerating EV adoption, many other participants need to support this market transformation as well.

Vehicle manufacturers and charging station providers will be instrumental in increasing consumer awareness, providing innovative financing, continuing to lower vehicle costs, deploying infrastructure, and adopting charging standards.

State and local policymakers can eliminate barriers to EV adoption as well. The state should continue providing incentives to ensure that EVs are cost competitive with traditional vehicles. Other incentives like HOV lane access and parking privileges are high value, low cost means of encouraging adoption. Local jurisdictions need to play a role too, ensuring that local siting and permitting for new EV service is completed quickly.

Major public works efforts, such as electrifying the Interstate 710 freeway, will need multi-party collaboration. The Interstate 710 freeway is a major north-south interstate freeway that serves as the principal transportation connection for goods movement between the Ports of Long Beach and Los Angeles and regional rail yards and warehouses, but this freight corridor creates health risks for local communities. Electrification

*“Transportation electrification is an essential part of what needs to be done to significantly reduce GHG emissions and clean up criteria pollutants that disproportionately impact disadvantaged communities.”*

solutions have been considered for this corridor for many years, but a complex mix of commercial, industrial, community, and governmental entities involved in the process make it difficult to gain traction.

These parties cannot work alone. They must be willing to collaborate and share lessons learned, while developing programs to encourage the adoption of EVs. Given the real world timing constraints of bringing millions of new EVs on the road to meet the state’s environmental objectives, there must be a willingness to try to new methods, fail fast, and move on.

### **Charging forward**

California has set some of the most ambitious climate change and environmental goals in the world. Transportation electrification is an essential part of what needs to be done to significantly reduce GHG emissions and clean up criteria pollutants that disproportionately impact disadvantaged communities. Other states face these same issues—transportation electrification can expand faster and more affordably with the scale of national deployment.

SCE will use its reliable and clean electric grid to accelerate transportation electrification. Its current and proposed programs support accelerated adoption of EVs across all transportation segments through the provision of increasingly clean power coupled with infrastructure improvements, thoughtful rate design, and innovative collaborations that directly address the barriers to greater transportation electrification.

Early adoption of utility pilots and programs and action from policymakers are critical to meeting California’s 2030 and 2050 climate goals and federal air quality standards, while improving the well-being of communities, driving innovation, and improving cost efficiency for electric customers.

Addressing global climate change will require discussion, refinement, and adaptation—along with a willingness to make adjustments based on feedback from all stakeholders. A state like California holds great potential to serve as a living laboratory for transportation electrification—a place to explore coordinated solutions, showcase innovations, and establish models for others to follow.

## References:

- <sup>1</sup> [https://www.arb.ca.gov/cc/inventory/data/tables/ghg\\_inventory\\_scopingplan\\_2000-14.pdf](https://www.arb.ca.gov/cc/inventory/data/tables/ghg_inventory_scopingplan_2000-14.pdf)
- <sup>2</sup> <https://www.arb.ca.gov/planning/sip/2016sip/2016mobsrc.pdf>
- <sup>3</sup> [https://www.arb.ca.gov/cc/inventory/data/tables/ghg\\_inventory\\_scopingplan\\_2000-14.pdf](https://www.arb.ca.gov/cc/inventory/data/tables/ghg_inventory_scopingplan_2000-14.pdf)  
"Other" includes Recycling and Waste & High Global Warming Potential
- <sup>4</sup> <http://www.edison.com/home/our-perspective/transforming-the-grid.html>
- <sup>5</sup> [https://www.arb.ca.gov/cc/inventory/data/tables/ghg\\_inventory\\_scopingplan\\_2000-14.pdf](https://www.arb.ca.gov/cc/inventory/data/tables/ghg_inventory_scopingplan_2000-14.pdf)
- <sup>6</sup> [https://www.arb.ca.gov/cc/inventory/data/tables/ghg\\_inventory\\_scopingplan\\_2000-14.pdf](https://www.arb.ca.gov/cc/inventory/data/tables/ghg_inventory_scopingplan_2000-14.pdf)
- <sup>7</sup> Adapted from November 2016 CARB Draft Scoping Plan;  
<https://www.arb.ca.gov/cc/scopingplan/meetings/110716/scopingplanpresentation.pdf>
- <sup>8</sup> <http://transweb.sjsu.edu/PDFs/research/1426-household-income-and-vehicle-fuel-economy-in-california.pdf>
- <sup>9</sup> <https://www3.epa.gov/airnow/health/smog.pdf>
- <sup>10</sup> <http://oehha.ca.gov/calenviroscreen/report/calenviroscreen-30>;  
[http://scagrtpscs.net/Documents/2016/final/f2016RTPSCS\\_GoodsMovement.pdf](http://scagrtpscs.net/Documents/2016/final/f2016RTPSCS_GoodsMovement.pdf)
- <sup>11</sup> [https://www.rita.dot.gov/bts/sites/rita.dot.gov/bts/files/publications/national\\_transportation\\_statistics/html/table\\_04\\_23.html](https://www.rita.dot.gov/bts/sites/rita.dot.gov/bts/files/publications/national_transportation_statistics/html/table_04_23.html)
- <sup>12</sup> <http://www.hybridcars.com/us-new-car-fuel-economy-has-not-improved-for-three-years-straight>
- <sup>13</sup> <http://www.hybridcars.com/us-new-car-fuel-economy-has-not-improved-for-three-years-straight>
- <sup>14</sup> [http://www.umich.edu/~umtriswt/EDI\\_sales-weighted-mpg.html](http://www.umich.edu/~umtriswt/EDI_sales-weighted-mpg.html)
- <sup>15</sup> Public Utilities Code section 740.12(a)(1)(I)
- <sup>16</sup> Adapted from November 2016 CARB Draft Scoping Plan;  
<https://www.arb.ca.gov/cc/scopingplan/meetings/110716/scopingplanpresentation.pdf>  
Zero-emissions vehicle are vehicles that produce no emissions from the on-board source of power (e.g., an electric or fuel cell vehicle). <https://www.arb.ca.gov/html/gloss.htm#Z>
- <sup>17</sup> [https://www.arb.ca.gov/cc/scopingplan/scoping\\_plan\\_scenario\\_description2016-12-01.pdf](https://www.arb.ca.gov/cc/scopingplan/scoping_plan_scenario_description2016-12-01.pdf)
- <sup>18</sup> EPA National Emissions Inventory 2014 for counties in SCE territory.
- <sup>19</sup> <https://www.energy.gov/eere/everywhere/ev-everywhere-saving-fuel-and-vehicle-costs>;  
<https://www.arb.ca.gov/planning/sip/2016sip/2016mobsrc.pdf>
- <sup>20</sup> <https://www.energy.gov/eere/everywhere/ev-everywhere-saving-fuel-and-vehicle-costs>;  
<https://www.arb.ca.gov/planning/sip/2016sip/2016mobsrc.pdf>; <http://www.pvcollaborative.org>
- <sup>21</sup> [https://www.arb.ca.gov/cc/scopingplan/2030target\\_sp\\_dd120216.pdf](https://www.arb.ca.gov/cc/scopingplan/2030target_sp_dd120216.pdf)
- <sup>22</sup> Emission free electricity includes wind, solar, biomass, geothermal, small hydro, large hydro, and customer solar energy.
- <sup>23</sup> Existing locations: [http://www.afdc.energy.gov/data\\_download](http://www.afdc.energy.gov/data_download); locations needed: <http://www.nrel.gov/docs/fy15osti/60729.pdf>
- <sup>24</sup> Subject to CPUC approval of moving beyond initial phase of 1,500 chargers.

*"California holds great potential to serve as a living laboratory for transportation electrification—a place to explore coordinated solutions, showcase innovations, and establish models for others to follow."*

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# City of South Pasadena Agenda Report

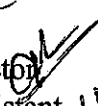

Michael A. Cacciotti, Mayor  
Richard D. Schneider, M.D., Mayor Pro Tem  
Robert S. Joe, Councilmember  
Marina Khubesrian, M.D., Councilmember  
Diana Mahmud, Councilmember

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

COUNCIL AGENDA: October 4, 2017

TO: Honorable Mayor and City Council

VIA: Elaine Aguiar, City Manager 

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

SUBJECT: **Adoption of a Resolution to Establish an Environmentally Preferable Purchasing Policy**

## Recommendation

It is recommended that the City Council adopt a resolution to establish an Environmentally Preferable Purchasing Policy (EPPP).

## Fiscal Impact

Adoption of this resolution purchasing policy is a requirement of the California Department of Resources and Recovery (CalRecycle) grant application process and the City of South Pasadena (City) will be eligible to receive up to \$350,000 of grant funding.

## Environmental Analysis

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

## Commission Review and Recommendation

This matter was not reviewed by any commission.

## Background

On October 19, 2016, the City Council approved the submittal of an application to CalRecycle for the Rubberized Payment Grant. CalRecycle offers grant opportunities to cities to help promote markets for rubberized asphalt concrete (RAC) products with crumb rubber derived from only California-generated waste tires. The use of recycle crumb rubber benefits the environment and provides a longer lasting pavement material. As part of the grant application, the City is required to adopt an EPPP, which establishes guidelines for procuring environmentally preferable goods and services wherever possible.

AGENDA ITEM 18

### **Analysis**

EPPP is defined in Public Contract Code Section 12400 as “the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods or services that serve the same purpose. This comparison shall take into consideration, to the extent feasible, raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, disposal, energy efficiency, product performance, durability, safety, the needs of the purchaser, and cost.”

As part of the EPPP, the City plans to implement the following “green” initiatives throughout City Departments:

- Institute practices that reduce waste by increasing product efficiency and effectiveness;
- Purchase products that minimize environmental impacts, toxics, pollution, and hazards to worker and community safety to the greatest extent practicable; and
- Purchase products that include recycled content, are durable and long-lasting, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, and use unbleached or chlorine free manufacturing processes.

In practice, the objective is to purchase products that have reduced environmental impact because of the way there are made, used, transported, stored, packaged and disposed of. This also utilizing products that do not harm human health, are less polluting and that minimize waste, maximize use of bio-based or recycled materials, conserve energy and water, and reduce consumption or disposal of hazardous materials. The benefits of the EPPP will be reduced energy costs without compromising quality or performance and extended product life and decreased maintenance.

### **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: Resolution



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,  
ESTABLISHING AN ENVIRONMENTALLY PREFERABLE  
PURCHASING POLICY**

**WHEREAS**, Public Resources Code Sections 40000 et seq. authorize the California Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

**WHEREAS**, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

**WHEREAS**, in order for the City of South Pasadena (City) to be eligible to receive grants from CalRecycle it must adopt an Environmentally Preferable Purchasing and Practices (EPPP) Policy; and

**WHEREAS**, the City's EPPP outlines practices and procedures that encourage waste reduction; energy conservation, minimizing use of toxic chemicals, and purchasing recycled products that are durable and long lasting, to the maximum extent practical without reducing safety, quality, and effectiveness.

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

**SECTION 1.** That the policy is consistent with established City goals.

**SECTION 2.** That the City adopts an EPPP Policy attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED, APPROVED AND ADOPTED ON this 4<sup>th</sup> day of October, 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 4<sup>th</sup> day of October, 2017, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

\_\_\_\_\_  
Evelyn G. Zneimer, City Clerk  
(seal)

**“EXHIBIT A”**

**CITY OF SOUTH PASADENA  
ADMINISTRATIVE POLICY**

<b>Subject:</b> Environmentally Preferable Purchasing Policy	
<b>Original Date:</b> 11/26/2016	<b>Responsible Party:</b> Finance Department
<b>Revision Date:</b> N/A	<b>Approved By:</b>

**BACKGROUND/PURPOSE**

The purpose of this policy is to establish an Environmentally Preferable Purchasing Policy (EPPP) for the City Departments. The City of South Pasadena is a city that encourages the preservation and improvement of the environment and is committed to procuring environmentally preferable goods and services wherever possible.

**POLICY**

The City of South Pasadena will develop and implement procedures for the procurement of environmentally preferable (or “green”) and energy efficient products and services.

Purchasing objectives will include acquisitions that:

- Conserve natural resources;
- Minimize environmental impacts such as pollution and use of water and energy (Energy Star and Low Emission Vehicles);
- Eliminate or reduce toxics that create hazards to workers and community;
- Support strong recycling markets (Recycled-Content Bond Paper);
- Reduce materials that are put into landfills;
- Increase the use and availability of environmentally preferable products that protect the environment;

The City shall reduce or eliminate its use of products that contribute to the formation of dioxins and furans. This includes, but is not limited to:

- Purchasing paper, paper products, and janitorial paper products that are unbleached or that are processed without chlorine or chlorine derivatives, whenever possible.

- Eliminating the purchase of products that use polyvinyl chloride (PVC) such as, but not limited to, office binders, furniture and flooring, whenever practicable.

#### Conservation and Waste Reduction

Wherever practicable and cost-effective, departments are responsible to institute practices that reduce waste and result in the purchase of fewer products without reducing safety or workplace quality.

Examples would include:



- Using electronic communication instead of printed,
- Using double-sided photocopying and printing,
- Using washable and reusable dishes and utensils,
- Using rechargeable batteries,
- Streamlining and computerizing forms,
- Using “on-demand” printing of documents and reports as they are needed,
- Choosing durable products rather than disposable,
- Buying in bulk, when storage and operations exist to support it,
- Re-using products such as, but not limited to, file folders, storage boxes, office supplies, and furnishings.

Each Department is responsible to ensure that their respective employees, contractors, and vendors are fully aware and supportive of the City’s initiative to purchase environmentally preferable goods and services. To this end, departments are responsible to exercise due diligence in their procurement decisions as well procurements made by their contractors and consultants, promoting the purchase and use environmentally preferable products whenever cost effective, and to the extent practicable for all work completed on behalf of the 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: October 4, 2017  
TO: Honorable Mayor and City Council  
VIA: Elaine Aguilar, Interim City Manager   
FROM: Anthony J. Mejia, Chief City Clerk   
SUBJECT: **Public Hearing to Consider Adoption of an Ordinance to Change the City's Electoral System from At-Large to By-District Elections with Respect to Electing Members of the City Council, Establishing Boundaries, and Sequencing of Elections within the Districts**

## Recommendation

It is recommended that the City Council:

1. Select a preferred map of voting district boundaries.
2. Adopt an Ordinance entitled "An Ordinance of the City Council of the City of South Pasadena, California, adding a new Article XV to Chapter 2 (Administration) to the South Pasadena Municipal Code to change the City's electoral system from at-large to by-district elections with respect to election members of the City Council, establishing district boundaries, and sequencing of elections within the districts.

## Commission Review and Recommendation

This matter was not reviewed by a commission.

## Background

On July 19, 2017, the City Council adopted Resolution No. 7524 declaring its intention to transition from at-large to district-based elections for City Council commencing with the General Municipal Election in November 2018. On August 16, September 6, and September 20, 2017, the City Council conducted three of four required Public Hearings to seek community input regarding the composition of district boundaries.

Since adoption of the Resolution of Intent, the City has been engaged in outreach efforts to inform the public about district elections and the process associated with their formation. A webpage ([www.southpasadenaca.gov/districts](http://www.southpasadenaca.gov/districts)) has been developed to provide information about district elections, including opportunities for when and how the public can be engaged. The official notice of Public Hearings has been translated and published in the South Pasadena Review (English), La Opinión (Spanish), World Journal (Chinese), and the Korea Times (Korean) and the public has been offered interpreter services if needed to participate in these Public Hearings.

**Analysis**

Based on public input, the City Council’s direction, and other legally required criteria, the City’s Demographer submitted four draft maps of voting district boundaries for public review and comment. At the City Council Meeting of September 20, 2017, the City Council narrowed its consideration of draft maps to the “Green Map” and “Modified Green Map.” These maps have been evaluated by the City Attorney and the City’s Demographer and they confirm that these maps meet the standards established under the California Voting Right Act (CVRA) and Federal Voting Rights Act (FVRA).

No term of the any member of the City Council that commenced prior to the effective date of this ordinance will be impacted and will continue to serve from an at-large seat. Commencing with the general municipal election in November 2018 and thereafter, the voters in districts 4 and 5 shall elect members of the City Council by-district. At the general municipal election in November 2020 and thereafter, the voters in districts 1, 2, and 3 shall elected members of the City Council by-district.

The proposed ordinance includes recitals which indicate that it is this City Council’s desire that: 1) City resources will continue to be prioritized based on the greatest citywide need and benefit; and 2) if the CVRA is amended in a manner which qualifies the City to return to at-large elections, this City Council wants appropriate actions to be taken.

**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, in addition to the cost for a demographic consultant. Should the City ultimately adopt an ordinance to transition to a district-based electoral system, the City will be required to reimburse the plaintiff for its actual and documented attorney’s fees spent drafting the threat letter, which costs are capped at \$30,000, but will not be exposed to additional legal fees in defense of a lawsuit brought under the California Voting Rights Act.

**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*. In addition, the City conducted additional outreach efforts as outlined in the Background section.

**Attachments**

1. Draft Ordinance w/Exhibit A – Green Map and Modified Green Map

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ADDING A NEW ARTICLE XV TO CHAPTER 2 (ADMINISTRATION) TO THE SOUTH PASADENA MUNICIPAL CODE TO CHANGE THE CITY'S ELECTORAL SYSTEM FROM AT-LARGE TO BY-DISTRICT ELECTIONS WITH RESPECT TO ELECTING MEMBERS OF THE CITY COUNCIL, ESTABLISHING DISTRICT BOUNDARIES, AND SEQUENCING OF ELECTIONS WITHIN THE DISTRICTS**

WHEREAS, the City of South Pasadena (City) supports the full participation of all residents in electing members of the City Council; and

WHEREAS, in the City's current at-large election system, candidates may reside anywhere within city limits and each City Councilmember is elected by the voters of the entire City; and

WHEREAS, in a district-based election system, a candidate for the City Council must reside in the district which he or she wishes to represent, and only the voters of that district are entitled to vote to decide who their representative will be; 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, at its regular meeting on July 19, 2017, the City Council adopted Resolution No. 7524 declaring its intent to establish a by-district election system pursuant to California Elections Code (EC) Section 10010; and

WHEREAS, under the provisions of the EC Section 10010, a political subdivision that changes from an at-large method of election to a by-district method of election shall hold at least two public hearings over a period of no more than thirty days, at which the public is invited to provide input regarding the composition of the districts before drawing a draft map or maps of the proposed boundaries of the districts; and

WHEREAS, before any maps of the proposed boundaries of the districts were drawn, the City Council held public hearings on August 16, 2017 and September 6, 2017, at which time input from the public on the proposed district boundaries was invited and heard; and

WHEREAS, as required by EC Section 10010, the City held additional hearings within a period of no more than 45 days, the first on September 20, 2017, the second on October 4, 2017, at which the public was invited to provide input regarding the content of the draft maps and the potential sequence of elections; and

WHEREAS, it is the City Council's desire and intent that City resources will continue to be prioritized based on the greatest citywide need and benefit; and

WHEREAS, if the CVRA is amended in a manner which qualifies the City to return to at-large elections, the City Council declares it desires for appropriate actions to be taken.

**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 XV (By-District Electoral System) which shall read as follows:

**ARTICLE XV. BY-DISTRICT ELECTORAL SYSTEM**

**Sec. 2.99-51 By-District Electoral System.**

(a) The City Council declares that the change in method of electing members of this City Council hereby enacted is being made in furtherance of the CVRA of 2001.

(b) Beginning with the municipal election in November 2018, members of the City Council shall be elected in the electoral districts established by Section 2.99-51(c) and subsequently reapportioned as provided by State law. Elections shall take place by-district as that term is defined in California Government Code (GC) Section 34871, meaning one member of the City Council shall be elected from each district, by the voters of the district alone. Each member of the City Council shall serve a four-year term.

(c) Members of the City Council shall be elected on a by-district basis from the five (5) City Council districts hereby established. The boundaries and identifying number of each district shall be as described on the City Council District Map attached hereto as "Exhibit A" and incorporated by reference.

(d) Commencing with the general municipal election in November 2018 and thereafter, the voters in districts 4 and 5 shall elect members of the City Council by-district for full four (4) year terms. At the general municipal election in November 2020 and thereafter, the voters in districts 1, 2, and 3 shall elect members of the City Council by-district for full four (4) year terms.



(e) Each member of the City Council elected to represent a district must reside in that district and be a registered voter in that district, and any candidate for City Council must reside in, and be a registered voter in, the district in which he or she seeks election at the time nomination papers are issued pursuant to GC Section 34882 and EC Section 10227. It is the intent of the City Council that no term of any member of the City Council that commenced prior to the effective date of this ordinance shall be affected by this Article.

(f) Registered voters signing nomination papers or voting for a member of the City Council shall be residents of the geographical area making up the district from which the candidate is to be elected.

(g) Termination of residency in a district by a member of the City Council shall create a vacancy for that City Council District unless a substitute residence within the district is immediately declared and established within thirty (30) days after the termination of residency. In the event that a vacancy is created as a result of termination of residency as provided herein, such vacancy shall be filled pursuant to the provisions of the EC.

(h) If necessary to facilitate the implementation of this Article, the City Clerk is authorized to make technical adjustments to the district boundaries that do not substantively affect the populations in the districts, the eligibility of candidates, or the residence of elected officials within any district. The City Clerk shall consult with the City Manager and City Attorney concerning any technical adjustments deemed necessary and shall advise the City Council of any such adjustments required in the implementation of the districts.

**SECTION 2.** This ordinance shall be effective immediately as an ordinance relating to an election pursuant to GC Section 36937(a).

**SECTION 3.** To the extent the terms or provisions of this ordinance may be inconsistent or in conflict with the terms or conditions on any prior City ordinance, motion, resolution, rule or regulation on the same subject, the terms of this ordinance shall prevail with respect to the subject matter thereof.

**SECTION 4.** In interpreting this ordinance or resolving any ambiguity, this ordinance shall be interpreted in a manner that effectively accomplishes its stated purpose.

PASSED, APPROVED, AND ADOPTED ON this \_\_\_ day of \_\_\_, 2017.

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Teresa L. Highsmith, City Attorney

(seal)

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

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

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

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

(seal)

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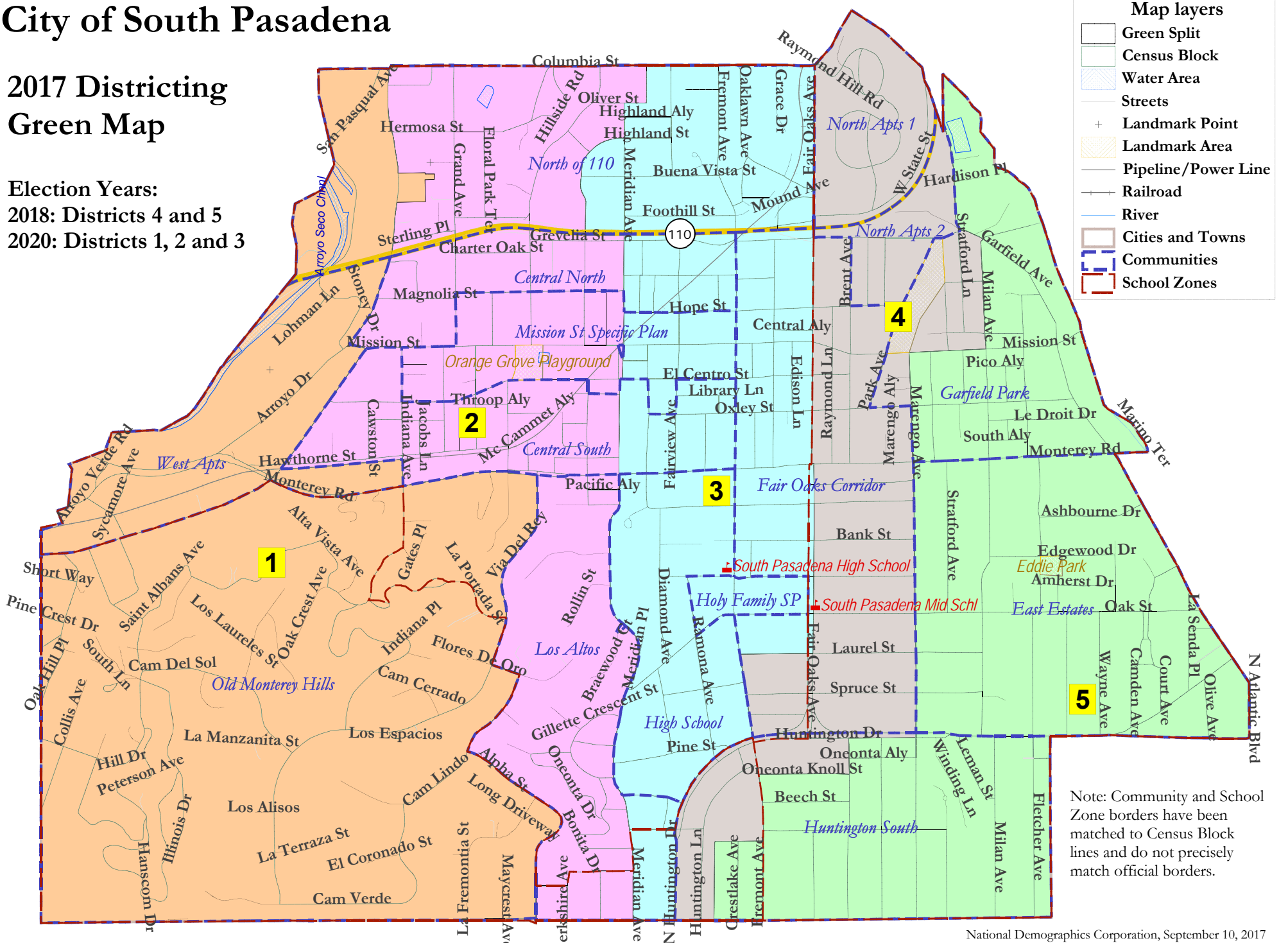
# City of South Pasadena

## 2017 Districting Green Map

Election Years:

2018: Districts 4 and 5

2020: Districts 1, 2 and 3



National Demographics Corporation, September 10, 2017

**City of South Pasadena - Green Map**

District		1	2	3	4	5	Total	
<u>Ideal</u>	Total Pop	5,177	5,160	5,035	5,221	5,026	25,619	
5,124	Deviation from ideal	53	36	-89	97	-98	195	
	% Deviation	1.03%	0.70%	-1.74%	1.89%	-1.91%	3.81%	
Total Pop	% Hisp	18%	20%	21%	19%	15%	19%	
	% NH White	34%	48%	42%	40%	54%	44%	
	% NH Black	3%	5%	3%	4%	2%	3%	
	% Asian-American	44%	26%	33%	35%	28%	33%	
Voting Age Pop	Total	4,004	4,004	3,849	3,975	3,789	19,621	
	% Hisp	17%	19%	21%	18%	14%	18%	
	% NH White	36%	50%	44%	43%	57%	46%	
	% NH Black	3%	5%	3%	4%	2%	3%	
	% Asian-American	42%	25%	31%	33%	27%	32%	
Citizen Voting Age Pop	Total	3,707	3,888	3,864	2,928	3,208	17,595	
	% Hisp	20%	17%	29%	16%	13%	20%	
	% NH White	40%	59%	40%	56%	55%	50%	
	% NH Black	3%	4%	2%	5%	1%	3%	
	% Asian/Pac.Isl.	37%	18%	29%	21%	29%	27%	
Voter Registration (Nov 2014)	Total	3,402	3,239	3,138	2,807	3,581	16,167	
	% Latino est.	15%	18%	21%	20%	12%	17%	
	% Asian-Surnamed	29%	15%	15%	16%	18%	19%	
	% Filipino-Surnamed	1%	1%	2%	1%	0%	1%	
	% Spanish-Surnamed	13%	16%	19%	18%	11%	15%	
	% NH White est.	52%	64%	60%	58%	68%	61%	
	% NH Black	3%	2%	2%	5%	2%	3%	
Voter Turnout (Nov 2014)	Total	1,528	1,449	1,279	1,046	1,789	7,091	
	% Latino	12%	16%	17%	16%	10%	14%	
	% Asian-Surnamed	26%	11%	12%	11%	12%	15%	
	% Filipino-Surnamed	1%	1%	2%	1%	1%	1%	
	% Spanish-Surnamed	10%	15%	15%	14%	9%	12%	
	% NH White est.	58%	69%	68%	66%	75%	68%	
Voter Turnout (Nov 2012)	Total	2,512	2,351	2,254	1,908	2,804	11,829	
	% Latino	15%	19%	19%	18%	13%	16%	
	% Asian-Surnamed	26%	13%	14%	12%	15%	16%	
	% Filipino-Surnamed	1%	1%	1%	1%	0%	1%	
	% Spanish-Surnamed	13%	17%	17%	16%	12%	15%	
	% NH White est.	55%	65%	63%	63%	69%	63%	
ACS Pop. Est.	Total	5,259	5,216	5,352	5,293	4,879	25,999	
	age0-19	24%	25%	27%	26%	27%	26%	
	age20-60	53%	58%	58%	56%	52%	55%	
	age60plus	23%	18%	16%	18%	21%	19%	
	Immigration	immigrants	29%	24%	30%	25%	24%	27%
		naturalized	76%	60%	57%	57%	71%	64%
Language spoken at home	english	60%	64%	57%	62%	69%	62%	
	spanish	12%	11%	12%	11%	7%	11%	
	asian-lang	25%	20%	27%	21%	20%	23%	
	other lang	3%	5%	4%	6%	4%	5%	
Language Fluency	Speaks Eng. "Less than Very Well"	16%	11%	17%	12%	10%	13%	
Education (among those age 25+)	hs-grad	40%	42%	35%	36%	27%	36%	
	bachelor	28%	31%	33%	33%	38%	32%	
	graduatedegree	27%	24%	26%	26%	30%	27%	
Child in Household	child-under18	29%	30%	33%	31%	32%	31%	
Work (percent of pop age 16+)	employed	60%	70%	67%	67%	64%	66%	
	Commute on Public Transit	5%	6%	7%	7%	5%	6%	
Household Income	income 0-25k	11%	11%	15%	14%	13%	13%	
	income 25-50k	15%	17%	17%	20%	12%	16%	
	income 50-75k	17%	23%	18%	19%	18%	19%	
	income 75-200k	40%	35%	40%	34%	39%	38%	
	income 200k-plus	17%	14%	10%	13%	19%	14%	
Housing Stats	single family	71%	51%	38%	42%	62%	52%	
	multi-family	29%	49%	62%	58%	38%	48%	
	vacant	4%	10%	6%	7%	8%	7%	
	occupied	96%	90%	94%	93%	92%	93%	
	rented	34%	62%	68%	65%	51%	57%	
	owned	66%	38%	32%	35%	49%	43%	
Total and Voting Age population data from the 2010 Decennial Census.								
Surname-based Voter Registration and Turnout data from the California Statewide Database.								
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2011-2015 American Community Survey and Special Tabulation 5-year data.								

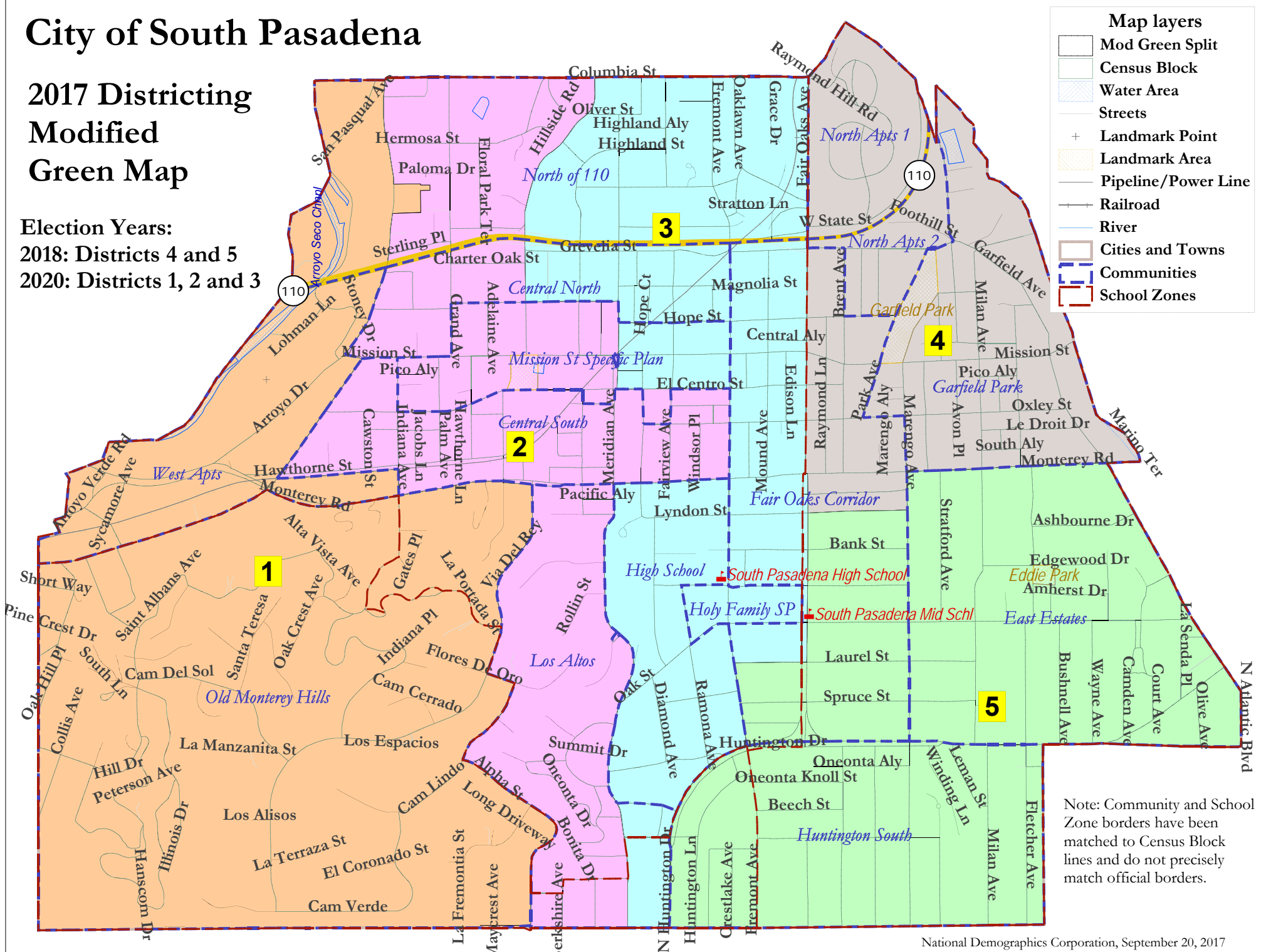
# City of South Pasadena

## 2017 Districting Modified Green Map

Election Years:

2018: Districts 4 and 5

2020: Districts 1, 2 and 3



National Demographics Corporation, September 20, 2017

City of South Pasadena - Modified Green Map							
District		1	2	3	4	5	Total
<u>Ideal</u>	Total Pop	5,177	4,939	5,256	5,038	5,209	25,619
5,124	Deviation from ideal	53	-185	132	-86	85	317
	% Deviation	1.03%	-3.61%	2.58%	-1.68%	1.66%	6.19%
Total Pop	% Hisp	18%	20%	21%	17%	18%	19%
	% NH White	34%	48%	42%	48%	47%	44%
	% NH Black	3%	5%	3%	4%	2%	3%
	% Asian-American	44%	26%	32%	31%	33%	33%
Voting Age Pop	Total	4,004	3,824	4,029	3,850	3,914	19,621
	% Hisp	17%	18%	21%	16%	16%	18%
	% NH White	36%	50%	45%	51%	49%	46%
	% NH Black	3%	5%	3%	4%	2%	3%
	% Asian-American	42%	25%	30%	28%	32%	32%
Citizen Voting Age Pop	Total	3,707	3,653	4,099	2,874	3,262	17,595
	% Hisp	20%	17%	29%	14%	15%	20%
	% NH White	40%	58%	42%	64%	48%	50%
	% NH Black	3%	4%	2%	5%	1%	3%
	% Asian/Pac.Isl.	37%	20%	27%	14%	35%	27%
Voter Registration (Nov 2014)	Total	3,402	3,171	3,206	2,902	3,486	16,167
	% Latino est.	15%	17%	21%	17%	14%	17%
	% Asian-Surnamed	29%	15%	15%	13%	20%	19%
	% Filipino-Surnamed	1%	1%	2%	1%	0%	1%
	% Spanish-Surnamed	13%	16%	19%	15%	13%	15%
	% NH White est.	52%	64%	61%	64%	63%	61%
	% NH Black	3%	2%	2%	5%	2%	3%
Voter Turnout (Nov 2014)	Total	1,528	1,422	1,305	1,158	1,677	7,091
	% Latino	12%	16%	18%	13%	12%	14%
	% Asian-Surnamed	26%	12%	11%	8%	14%	15%
	% Filipino-Surnamed	1%	1%	2%	1%	0%	1%
	% Spanish-Surnamed	10%	14%	16%	11%	11%	12%
	% NH White est.	58%	69%	67%	73%	71%	68%
Voter Turnout (Nov 2012)	Total	2,512	2,285	2,320	2,048	2,664	11,829
	% Latino	15%	19%	18%	15%	15%	16%
	% Asian-Surnamed	26%	13%	14%	11%	17%	16%
	% Filipino-Surnamed	1%	1%	1%	1%	0%	1%
	% Spanish-Surnamed	13%	17%	17%	14%	13%	15%
	% NH White est.	55%	64%	64%	68%	66%	63%
ACS Pop. Est.	Total	5,259	4,990	5,578	5,045	5,128	25,999
	age0-19	24%	25%	27%	26%	27%	26%
	age20-60	53%	57%	58%	56%	53%	55%
	age60plus	23%	18%	16%	18%	21%	19%
	immigrants	29%	24%	30%	24%	25%	27%
	naturalized	76%	61%	56%	57%	70%	64%
Language spoken at home	english	60%	64%	57%	63%	67%	62%
	spanish	12%	11%	12%	11%	8%	11%
	asian-lang	25%	21%	26%	19%	22%	23%
	other lang	3%	5%	5%	7%	4%	5%
Language Fluency	Speaks Eng. "Less than Very Well"	16%	11%	16%	10%	12%	13%
Education (among those age 25+)	hs-grad	40%	41%	36%	37%	27%	36%
	bachelor	28%	31%	32%	33%	38%	32%
	graduatedegree	27%	24%	25%	26%	30%	27%
Child in Household	child-under18	29%	30%	33%	31%	33%	31%
Work (percent of pop age 16+)	employed	60%	70%	68%	67%	64%	66%
	Commute on Public Transit	5%	5%	8%	7%	5%	6%
Household Income	income 0-25k	11%	10%	15%	14%	13%	13%
	income 25-50k	15%	16%	18%	21%	10%	16%
	income 50-75k	17%	23%	18%	19%	17%	19%
	income 75-200k	40%	36%	39%	32%	41%	38%
	income 200k-plus	17%	14%	9%	14%	18%	14%
Housing Stats	single family	71%	54%	37%	41%	62%	52%
	multi-family	29%	46%	63%	59%	38%	48%
	vacant	4%	10%	6%	8%	8%	7%
	occupied	96%	90%	94%	92%	92%	93%
	rented	34%	60%	69%	65%	51%	57%
	owned	66%	40%	31%	35%	49%	43%
Total and Voting Age population data from the 2010 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2011-2015 American Community Survey and Special Tabulation 5-year data.							

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# City of South Pasadena Agenda Report


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

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

COUNCIL AGENDA: October 4, 2017

TO: Honorable Mayor and City Council

VIA: Elaine Aguilar, Interim City Manager 

FROM: Arthur Miller, Chief of Police   
Brian Solinsky, Police Captain

SUBJECT: **First Reading and Introduction of an Ordinance Relating to Procedures Concerning Sensitive Information and Enforcement of Federal Immigration Law; Receive a Report from the Chief of Police Regarding the Revised Police General Order No. 415 on Immigration Policy**

## Recommendation

It is recommended that the City Council:

1. Read by title only for the first reading, waive further reading, and introduce an ordinance creating new Procedures Concerning Sensitive Information and the Enforcement of Federal Immigration Law and
2. Receive an oral report from the Chief of Police and review and file revised Police General Order No. 415 Regarding Immigration Policy

## Fiscal Impact

There is no fiscal impact associated with this item.

## Commission Review and Recommendation

This matter was reviewed and approved by the Public Safety Commission (PSC) to be presented for review by the City Council.

## Background

In response to concerns expressed by several residents regarding treatment of minorities and immigrants on a nationwide basis, on December 21, 2016, the City Council unanimously adopted Resolution No. 7491, Affirming the City of South Pasadena's Commitment to Diversity and to Safeguarding the Civil Rights, Safety and Dignity of All Our City Residents. A copy of that Resolution is attached to this staff report.

Since the City of South Pasadena (City) adopted this Resolution, various cities in California, including the City of Pasadena, have taken actions to withdraw from any existing Cooperative Agreements with the federal Immigration and Customs Enforcement Agency (ICE).

At the May 3, 2017 City Council Meeting, Councilmember Khubesrian, M.D., requested and

received a second on her motion to agendaize a discussion of resident concerns on the City's existing public safety policies regarding cooperation with federal enforcement of immigration status.

On June 21, 2017, The City Council directed staff with the creation of an ad-hoc committee to work with the PSC to review or create a new City policy or ordinance to codify and implement the provisions of Resolution No. 7491.

On August 29, 2017, a special meeting of the PSC was held and public comment was taken regarding a draft revised Police General Order No. 415 to clarify the Police Department actual practices regarding immigration policy, as well as a draft Ordinance codifying restrictions on the collection and dissemination of sensitive personal information, including, but not limited to, immigration status. Direction was provided to staff to research potential legal issues related to the suggested revisions to Police General Order No. 415 and the draft Ordinance suggested by public speakers and to prepare appropriate amendments for both the Police General Order No. 415 and the draft Ordinance which are consistent with the law and that reflect the City's commitment to be a welcoming, inclusive, and safe community.

#### **Analysis**

The attached draft Ordinance Relating to Procedures Concerning Sensitive Information and the Enforcement of Federal Immigration Law (Information Ordinance) is consistent with the principles established by Resolution No. 7491, declaring that South Pasadena is a diverse and welcoming community, recognizing the value and contributions of all citizens, native and immigrant. Consistent with both federal and state law requirements, the Information Ordinance prohibits the collection or dissemination of "sensitive information," defined as personal and confidential information, including but not limited to, a person's status as a victim or witness to a crime, citizenship, or immigration status, status as a recipient of public assistance, sexual orientation, biological sex or gender identity, or disability.

While there are necessary and legally required exceptions to the general prohibition, such as when collection and disclosure of sensitive information is required by state and federal law in connection an individual's application for public employment or benefits, or when necessary in a law enforcement investigation, the Information Ordinance makes clear that City resources shall not be used to assist in the enforcement of federal immigration law. Because the City does not and never has entered into an ICE Cooperative Agreement, the exception permitting such cooperation "if contractually obligated" has been deleted for the draft Ordinance, as requested by previous public comment received by the City.

The Information Ordinance contains an important savings clause, asserting that nothing in the Information Ordinance shall be construed or implemented to conflict with any valid and enforceable duty and obligation imposed by court order or any federal or applicable law, including but not limited to compliance with 8 U.S.C. § 1373. This is not inconsistent with the requirement under Section 2.22 of the Information Ordinance that disclosure of sensitive information requires consent, a subpoena, or a judicial warrant. Sensitive information is not disclosable under California Public Records Act or Freedom of Information Act request.

Included for the City Council's review, is a redlined draft of the revised Police General Order No. 415, "Immigration Policy." This revised policy is consistent with both state and federal law regarding the handling of witnesses, suspects, and arrestees; no person living, working or visiting South Pasadena will be subject to scrutiny, detainment, or arrest by the South Pasadena Police Department solely based on their immigration status, with narrow exceptions of investigations involving national security concerns such as terrorism or transnational criminal activity. The revised General Order No. 415 is consistent with the prohibitions and exceptions of the Information Ordinance and with the principles of Resolution No. 7491. As requested by a public commenter, the City has deleted Section 415.7 "Information Sharing" from the revised General Order No. 415. The resulting revised Police General Order No. 415, which is part of the operational procedures of the Police Department is for the City Council to "receive and file" this item.

**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**

1. Resolution No. 7491
2. Draft Ordinance Relating to Procedures Concerning Sensitive Information and the Enforcement of Federal Immigration Law (redlined)
3. Revised Police General Order No. 415 (redlined)

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**ATTACHMENT 1**  
**Resolution No. 7491**

**RESOLUTION NO. 7491****A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,  
AFFIRMING THE CITY OF SOUTH PASADENA'S  
COMMITMENT TO DIVERSITY AND TO SAFEGUARDING  
THE CIVIL RIGHTS, SAFETY AND DIGNITY OF  
ALL OF OUR RESIDENTS**

**WHEREAS**, the City of South Pasadena believes that diversity of backgrounds, perspectives, and experiences of the American people – native and immigrant – makes our nation, communities, bonds between neighbors, and economies richer and stronger; and

**WHEREAS**, the City of South Pasadena is committed to protecting the civil rights and liberties of all of our residents, partnering with our community leaders to foster a positive dialogue and to speak against human injustices and abuses, and welcoming immigrants to our community; and

**WHEREAS**, the City of South Pasadena values all of its residents and recognizes the rights of individuals to live their lives with dignity, free of discrimination and intimidation because of their race, color, religion, national origin, sex, gender identity, immigration status, disability, housing status, economic status, or other social status; and

**WHEREAS**, the City Council stands firm with all our residents and will work with community to protect against acts of violence, intimidation and discrimination that are rooted in fear, ignorance, prejudice, and hate; and

**WHEREAS**, fostering a relationship of trust, respect, and open communication between City officials and residents is essential to the City's mission of delivering efficient public services in partnership with our community which ensures public safety, a prosperous economic environment, opportunities for our youth, and a high quality of life for all residents.

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

**SECTION 1.** The City of South Pasadena declares it the public policy of the City to be inclusive and to respect the inherent worth of every person, without regard to a person's race, color, religion, national origin, sex, gender identity, immigration status, disability, housing status, economic status, political affiliation, or cultural practices.

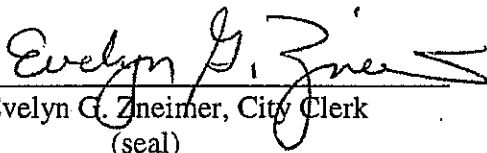
**SECTION 2.** The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

**PASSED, APPROVED AND ADOPTED ON** this 21<sup>st</sup> day of December, 2016.

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

**ATTEST:**

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Evelyn G. Zneimer, City Clerk  
(seal)

  
\_\_\_\_\_  
Teresa L. Highsmith, City Attorney

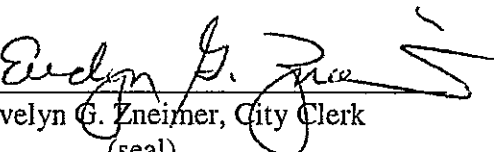
**I HEREBY CERTIFY** the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 21<sup>st</sup> day of December, 2016, by the following vote:

**AYES:** Joe, Khubesrian, Mahmud, Schneider, and Mayor Cacciotti

**NOES:** None

**ABSENT:** None

**ABSTAINED:** None

  
\_\_\_\_\_  
Evelyn G. Zneimer, City Clerk  
(seal)

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**ATTACHMENT 2**  
Draft Ordinance relating to  
Relating to Procedures Concerning  
Sensitive Information and  
the Enforcement of Federal  
Immigration Law (redlined)

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,  
RELATING TO THE CITY'S PROCEDURES CONCERNING  
SENSITIVE INFORMATION AND THE ENFORCEMENT  
OF FEDERAL IMMIGRATION LAW**

**WHEREAS**, the City of South Pasadena declares itself a welcoming city and believes that diversity of backgrounds, perspectives, and experiences of the American people—native and immigrant—makes our nation, communities, bonds between neighbors, and economies richer and strong; and

**WHEREAS**, the City of South Pasadena is committed to protecting the civil rights and liberties of all residents, partnering with our community leaders to foster a positive dialogue and to speak against human injustices and abuses, and welcoming immigrants to our community; and

**WHEREAS**, fostering a relationship of trust, respect, and open communication between City officials and residents is essential to the City's mission of delivering efficient public services in partnership with our community, which ensures public safety, a prosperous economic environment, and opportunities for our youth, and a high quality of life for residents; and

**WHEREAS**, the City of South Pasadena seeks to continue to foster trust between City officials and residents to protect limited local resources, to encourage cooperation between residents and City officials, including law enforcement officers and employees, and to ensure public safety and due process for all; and

**WHEREAS**, in recognition of the City's continued commitment to the equal, respectful, and dignified treatment of all people, the City Council, on December 21, 2016, adopted Resolution No. 7491 affirming the City of South Pasadena's commitment to diversity and safeguarding the civil rights, safety, and dignity of all residents, whether native or immigrant. In further implementation of this policy, the City of South Pasadena wishes to enact specific procedures consistent with Resolution No. 7491 and the City's commitment to social justice and inclusion.

**THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA DOES  
ORDAIN AS FOLLOWS:**

**SECTION 1.** A new Section 2.20 ("Requesting, Maintaining, or Disclosing Sensitive Information Prohibited") is added to Article III ("City Manager") of Chapter 2 ("Administration") to read as follows:

**2.20 Requesting, maintaining or disclosing sensitive information prohibited.**

(a) No City agency, department, officer, employee, or agent shall request or maintain information about sensitive information about any person except as provided in this ordinance. "Sensitive information" for purposes of this section is defined as any information that may be considered sensitive or personal by nature, including a person's status as a victim of domestic abuse or sexual assault; status as a victim or witness to a crime generally; citizenship or immigration status; status as a recipient of public assistance; sexual orientation; biological sex or gender identity; or disability.

(b) No City agency, department, officer, employee, or agent shall disclose sensitive information about any person except as provided in this ordinance.

**SECTION 2.** A new Section 2.21 ("Exceptions to Prohibitions") is added to Article III ("City Manager") of Chapter 2 ("Administration") to read as follows:

**2.21 Exceptions to prohibitions.**

The prohibitions in Section 2.20 shall not apply where the individual to whom such information pertains provides his or her consent (or if such individual is a minor, the consent of that person's parent or guardian), where the information or disclosure is necessary to provide a City service or employment benefit or as necessary in the discharge of law enforcement responsibilities or where otherwise required by state or federal law or judicial decision.

**SECTION 3.** A new Section 2.22 ("Use of City Resources Prohibited") is added to Article III ("City Manager") of Chapter 2 ("Administration") to read as follows:

**2.22 Use of city resources prohibited.**

No City agency, department, officer, employee, or agent shall use City funds, resources, facilities, property, equipment, or personnel to assist in the enforcement of federal immigration law, unless such assistance is required by any valid and enforceable federal or state law ~~or is contractually obligated~~. Nothing in this section shall prevent the City, including any agency, department, officer, employee, or agent of the City, from lawfully discharging his or her duties in compliance with and in response to a lawfully issued judicial warrant or subpoena, or from participating in investigations involving national security concerns such as terrorism or transnational criminal activity (such as, but not limited to human, drug or weapon trafficking). Judicial warrants shall be

forwarded to the police department for processing; subpoenas shall be forwarded to either the City Clerk or the police department for processing.

**SECTION 4. Ordinance Not to Conflict with Federal Law.** Nothing in this ordinance shall be construed or implemented to conflict with any valid and enforceable duty and obligation imposed by a court order or any federal or applicable law, including, but not limited to compliance with 8 U.S.C. § 1373.

**SECTION 5. No Private Right of Action.** This ordinance does not create or form the basis of liability on the part of the City, its agencies, departments, officers, employees, or agents. It is not intended to create any new rights for breach of which the City is liable for money or any other damages to any person who claims that such breach proximately caused injury. The exclusive remedy for violation of this ordinance shall be through the City's disciplinary procedures for employees under applicable City regulations, unless the agency, department, officer, employee, or agent of the City is lawfully discharging his or her duties.

**SECTION 6. Severability.** If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of South Pasadena hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions were to be declared invalid or unconstitutional.

**SECTION 7.** 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 October, 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 XX<sup>th</sup> day of October, 2017, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

\_\_\_\_\_  
Evelyn G. Zneimer, City Clerk  
(seal)

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**ATTACHMENT 3**  
Revised  
Police General Order No. 415  
(redlined)

## Immigration Policy

### 415.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines to members of the South Pasadena Police Department when contacting persons who are or may be residing in the United States while undocumented and to reaffirm equal enforcement of the law and equal service to the public regardless of immigration status.

### 415.2 POLICY

It is the expectation that South Pasadena Police Department members will enforce the law equally and will not engage in law enforcement activities based solely on someone's immigration status. Members of the South Pasadena Police Department shall not contact, stop, detain, investigate or arrest persons exclusively on their immigration status, with the narrow exception of investigations involving national security concerns such as terrorism or transnational criminal activity (e.g. human, drug or weapon trafficking). The South Pasadena Police Department will continue to enforce all applicable local and state laws; however, people living in, working, or visiting our community will not be subject to scrutiny by the South Pasadena Police Department solely based on their immigration status. Confidence in this commitment will increase the effectiveness of this department in protecting and serving the entire community and recognizing the dignity of all persons, regardless of their immigration status or national origin.

### 415.3 VICTIMS AND WITNESSES

To encourage crime reporting and cooperation in the investigation of criminal activity, all individuals, regardless of their immigration status or national origin, must feel secure that contacting or being addressed by members of law enforcement will not automatically lead to immigration inquiry and/or deportation. While it may be necessary to determine the identity of a victim or witness, members shall treat all individuals equally and without regard to race, color or national origin in any way that would violate the United States or California Constitutions. All individuals, regardless of immigration status, should feel secure that contacting the South Pasadena Police Department will not make them vulnerable to harassment, arrest or deportation.

### 415.4 CIVIL VS. CRIMINAL FEDERAL OFFENSES

An individual non-US citizen who enters into the United States without the proper visa or immigration documents has committed a federal misdemeanor (8 USC § 1325(a)). Generally, an individual who initially made a legal entry into the United States but remained beyond the time approved in their documents has committed a federal civil offense. The investigation and prosecution of violations of civil and criminal federal immigration law falls within the authority of the federal government.

Despite the fact that an individual's immigration status may reveal itself during an investigation, it is not the South Pasadena Police Department's duty to determine the immigration status of crime victims, witnesses, suspects or arrestees. The South Pasadena Police Department will not enforce federal civil immigration laws. Unless required by law, or the narrow exception of investigations involving national security concerns such as terrorism or transnational criminal activity (e.g. human, drug or weapon trafficking), the Department shall not investigate, detain, arrest or book any individual solely for federal criminal immigration law even when undocumented status has been revealed.



#### **415.5 ARREST NOTIFICATION TO IMMIGRATION AND CUSTOMS ENFORCEMENT**

Except as may be required by law, it is not the practice of the South Pasadena Police Department to notify Immigration and Customs Enforcement ("ICE") when booking arrestees.

No individual who is otherwise ready to be released should continue to be detained solely for the purpose of making notification to immigration authorities except to the extent required by law.

#### **415.6 ICE REQUESTS FOR ASSISTANCE**

Requests by ICE, or other federal agency, for assistance from the Department should be directed to a supervisor. The Department may provide to ICE or other federal agency the same, available, ancillary support services, such as traffic control or peacekeeping efforts, to protect the general public as the Department would provide based upon an incident dispatch made on complaint or request of any member of the public or inter-agency assist. To the maximum extent permitted by law, the Department shall not directly assist ICE in investigating, detaining or arresting individuals solely for violations of federal immigration law. The Department shall cooperate with ICE to the extent required by law and in efforts to investigate and to apprehend individuals in the United States that present national security concerns involving terrorism or transnational criminal activity such as human, drug or weapon trafficking.

#### **~~415.7 INFORMATION SHARING~~**

~~Federal law explicitly precludes the South Pasadena Police Department from prohibiting, or in any way restricting, any individual (including any member of the Department) from doing any of the following regarding the citizenship or immigration status, lawful or unlawful, of any individual (8 USC § 1373):~~

- ~~(a) Sending information to, or requesting or receiving such information from ICE;~~
- ~~(b) Maintaining such information in Department records;~~
- ~~(c) Exchanging such information with any other federal, state or local government entity, consistent with state or federal legal requirements.~~

#### **415.7.1 IMMIGRATION HOLDS**

Individuals should not be held in custody in the South Pasadena City jail or holding cell solely for a civil immigration hold under 8 USC § 287.7 unless pursuant to court order.

#### **415.7.2 NOTICE TO INDIVIDUALS**

Individuals shall be given a copy of documentation received from Immigration and Customs Enforcement (ICE) regarding a hold, notification or transfer request along with information as to whether the South Pasadena Police Department intends to comply with the request (Government Code § 7283.1).

Unless required by law, the South Pasadena Police Department will not notify ICE that an undocumented person is being released. If the South Pasadena Police Department is required to provide ICE with notification that an undocumented person is being, or will be, released on a certain date, the same notification shall be provided in writing to the individual and to his/her attorney or to one additional person who the individual may designate (Government Code § 7283.1).

#### **415.7.3 ICE INTERVIEWS**

Before any interview between ICE personnel and an individual in custody for federal civil

immigration violations, the South Pasadena Police Department shall provide the individual with a written consent form that explains the purpose of the interview, that the interview is voluntary and that he/she may decline to be interviewed or may choose to be interviewed only with his/her attorney present. The consent form must be available in the languages specified in Government Code § 7283.1.

#### **415.8 U VISA AND T VISA PROTECTION FOR CERTAIN VICTIMS AND WITNESSES**

Under certain circumstances, federal law allows temporary immigration benefits, known as a U visa, to victims and witnesses of certain qualifying crimes (8 USC § 1101(a)(15)(U)). In order for a U visa to be issued, a law enforcement certification should be completed by the Administrative Division Captain~~Lieutenant assigned to Crimes Against Persons~~ with review ~~by the Criminal Investigations Division Commander,~~ and approval by the Chief of Police.

Similar immigration protection, known as a T visa, is available for certain qualifying victims of human trafficking (8 USC § 1101(a)(15)(T)). In order for a T visa to be issued, a law enforcement declaration should be completed by the Administrative Division Captain~~Lieutenant assigned to Crimes Against Persons with review by the Criminal Investigations Division Commander,~~with review and approval by the Chief of Police.

Any request for assistance in applying for U visa or T visa status should be forwarded in a timely manner to the Administrative Division Captain~~Lieutenant assigned to Crimes Against Persons~~. This Captain~~Lieutenant~~ shall:

- (a) Consult with the assigned investigator to determine the current status of any related case and whether further documentation is warranted.
- (b) Contact the appropriate prosecutor assigned to the case, if applicable, to ensure the certification or declaration has not already been completed and whether a certification or declaration is warranted.
- (c) Address the request and complete the certification or declaration, if appropriate, in a timely manner.
  1. The instructions for completing certification and declaration forms can be found on the U.S. Department of Homeland Security (DHS) website.
  2. Form 1-918 Supplement B certification shall be completed if the victim qualifies under Penal Code § 679.10 (multiple serious offenses). Form 1-914 Supplement B certification shall be completed if the victim qualifies under Penal Code § 236.5 or Penal Code § 679.11 (human trafficking).
- (d) Ensure that any decision to complete, or not complete, a certification or declaration form is documented in the case file and forwarded to the appropriate prosecutor. Include a copy of any completed form in the case file.
- (e) Inform the victim liaison of any requests and their status.

#### **4115.8.1 TIME FRAMES FOR U VISA AND T VISA APPLICATION COMPLETION**

Officers and their supervisors who are assigned to investigate a case of human trafficking as defined by Penal Code § 236.1 shall complete the above process and submit the T visa application to the Administrative Division Captain~~Lieutenant assigned to Crimes Against Persons~~ within 15 business days of the first encounter with the victim, regardless of whether it is

requested by the victim (Penal Code § 236.5).

Officers and their supervisors shall complete the above process and the documents needed for a U visa or T visa application to the Administrative Division CaptainLieutenant assigned to Crimes Against Persons pursuant to Penal Code § 679.10 and Penal Code § 679.11 within 90 days of a request from the victim or victim's family related to one of their assigned cases. If the victim is in removal proceedings, the certification shall be processed within 14 days of the request.

#### **415.8.2 REPORTING TO LEGISLATURE**

The Custodian of Records or the authorized designee should ensure that certification requests are reported to the Legislature in January of each year and include the number of certifications signed and the number denied. The report shall comply with Government Code § 9795 (Penal Code § 679.10; Penal Code § 679.11).

#### **428.9 TRAINING**



The Training Sergeant shall ensure that all appropriate members receive immigration training, consistent with this Policy and Ordinance No \_\_\_\_\_.

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# City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: October 4, 2017  
TO: Honorable Mayor and City Council  
VIA: Elaine Aguilar, Interim City Manager   
FROM: David Batt, Finance Director   
SUBJECT: **Adoption of a Resolution Authorizing a Business License Tax Amnesty Program**

## Recommendation

It is recommended that the City Council adopt the attached resolution authorizing a temporary Business License Tax Amnesty Program (Program).

## Fiscal Impact

Business License tax revenues are expected to increase this year, which should carry forward into future years as well, as businesses are brought into compliance with the Business License Ordinance as a result of this Program.

## Commission Review and Recommendation

This matter was reviewed by the Finance Commission.

## Background

The City of South Pasadena (City) Municipal Code authorizes the levy and collection of a Business License Tax from businesses operating in South Pasadena. Specifically, South Pasadena Municipal Code Section 18-20(b) states, "It is unlawful for any person to transact and carry on any business, trade, profession, calling or occupation in the city without first having procured a license from the city and complying with any and all applicable provisions of this chapter." While there are certain exceptions, e.g. franchises, this Section is generally applicable to virtually all other businesses.

The City is currently in the process of undertaking a comprehensive review of the Business License Ordinance with the object not only of clarifying existing ambiguities and other administrative issues, and streamlining the application process, but also to examine changing the existing rate structures to simplify them and make them more equitable. To this end, the City has contracted with HdL Software (HdL) to perform a rate analysis and make recommendations for possible alternative structures. However, in order to establish an accurate picture of our existing Business License database and how it relates to revenues received for this function, it is necessary to determine as closely as possible exactly how many businesses are operating in South Pasadena.

As part of a reciprocal data exchange program with the State Franchise Tax Board (FTB), the City receives information on entities filing business tax returns using a South Pasadena address. Based on the last data group received, there is a very large discrepancy between the number of licenses in the City's database versus the FTB database. While it is likely that the vast majority of the additional

entries in the FTB database do not necessarily correspond to an actual business functioning in South Pasadena, City staff will be using this information to get a clearer picture of our true business numbers prior to HdL conducting the rate analysis.

**Analysis**

Beginning in October 2017, staff will be sending letters to all businesses in the FTB database that are not shown in the City's database. The letter will say that City records show that the recipient may be doing business in South Pasadena, and to contact the Finance Department to apply for a Business License, or provide information indicating that they are not, in fact, doing business here. As part of this process, staff is proposing that the City Council authorize an Amnesty Program that would facilitate voluntary compliance for businesses that have failed to obtain a Business License, or underpaid their tax obligation. These programs have been very successful in other cities, as they encourage a higher compliance rate for collection of taxes, and help businesses that have never registered with the City the opportunity to comply with the City's licensing requirements without the additional burden of up to three years of penalties and interest.

Staff is recommending that the City Council authorize an Amnesty Period from October 23, 2017 through December 31, 2017 during which time interest and penalties on past due taxes will be waived by the City for businesses who have not yet obtained or filed for a Business License.

Staff has reviewed the proposed Amnesty Program with the Chamber of Commerce and the Chamber has given a positive response for this initiative. Staff will also be sending out news releases, and put information on the City's website over the next two months with further details on the Amnesty Program.

**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 Authorizing a Business License Tax Amnesty Program

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SOUTH PASADENA, CALIFORNIA,  
AUTHORIZING A BUSINESS LICENSE TAX  
AMNESTY PROGRAM**

**WHEREAS**, the City Council of the City of South Pasadena (City) approves the implementation of an Amnesty Program for Business License Tax for businesses which have failed to obtain a Business License, or underpaid their tax obligation; and

**WHEREAS**, the Amnesty Program gives businesses that have failed to pay their Business License Tax the opportunity to bring their accounts up to date, and gives businesses that have never registered their business the opportunity to comply with the South Pasadena Municipal Code; and

**WHEREAS**, the Amnesty Program would permit the Finance Director to waive interest and penalties for applicable tax periods in which monies are owed; and

**WHEREAS**, penalties are reassessed if the Business License Tax is not paid by the set deadline.

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

**SECTION 1.** A Business License Tax Amnesty Program is established for the period beginning October 23, 2017 and ending on December 31, 2017. During the Business License Tax Amnesty Program the City shall waive interest and penalties on the business license amount due for any business which voluntarily submits an application for a business license.

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

**PASSED, APPROVED AND ADOPTED ON** this 4<sup>th</sup> day of October, 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 4<sup>th</sup> day of October, 2017, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

\_\_\_\_\_  
Evelyn G. Zneimer, City Clerk  
(seal)




# City of South Pasadena Agenda Report

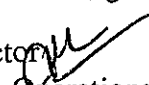

Michael A. Cacciotti, Mayor  
Richard D. Schneider, M.D., Mayor Pro Tem  
Robert S. Joe, Councilmember  
Marina Khubesrian, M.D., Councilmember  
Diana Mahmud, Councilmember

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

COUNCIL AGENDA: October 4, 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: **Receive and File Citywide Facilities Condition Assessment Report Prepared by Faithful+Gould, Inc.**

## Recommendation

It is recommended that the City Council receive and file the Citywide Facilities Condition Assessment Report prepared by Faithful+Gould, Inc.

## Fiscal Impact

The Citywide Facilities Condition Assessment Report was funded in the Fiscal Year (FY) 2016-17 Budget from the Facilities and Equipment Replacement Professional Services Account. Staff will use this report to prepare future budgets for facility operations and capital needs.

## Commission Review and Recommendation

This matter was not reviewed by a commission.

## Background

The City of South Pasadena (City) owns several municipal buildings and the Public Works Department is assigned to maintain the buildings. In the FY 2016-17 Budget, the City Council approved funding to conduct a citywide facilities condition assessment of City buildings to determine the capital needs and to preserve City infrastructure. The following City facilities that were included in the Project: War Memorial Building, Senior Center, South Pasadena Public Library and Community Room, Eddie Park House, Garfield Park Youth House, Meridian Iron Works Museum, Public Works Yard, Orange Grove Recreation Building, City Hall, Council Chamber, Fire Department, and Police Department.

Staff solicited proposals from qualified consultants to prepare a comprehensive facility condition assessment report that includes survey, inspection, inventory of building components, assessment of the existing conditions, corrective recommendations, preventative maintenance recommendations, budget estimates, and timeline for all corrective work and preventative maintenance for all City facilities. On April 19, 2017, the City Council approved a contract with

Faithful+Gould, Inc. (Consultant) to perform the Citywide Facilities Condition Assessment Report for City facilities.

**Analysis**

In May 2017, the Consultant performed site visits to City facilities to survey and assess all architectural, mechanical, electrical, and plumbing elements. During the assessment, the Consultant evaluated the condition of the element and documented any physical or operational deficiencies. After the field assessment was complete, deficiencies needing repair within the next 10 years were prioritized and repair cost estimates were assigned. The Consultant utilized this data to prepare a comprehensive list of deferred maintenance and capital needs required at each facility and assigned a facility condition needs index (FCI) for each facility.

The FCI is a benchmarking tool to compare the relative condition of a group of facilities. The FCI is a ratio of the total capital needs, maintenance, and repair costs to the total replacement value of the facility. Below is an overview of the FCI scoring system:

Condition	Definition	Percentage Value
Good	In a new or well-maintained condition, with no visual evidence of wear, soiling, or other deficiencies	0% to 5%
Fair	Subject to wear, and soiling but still in a serviceable and functioning condition	5% to 10%
Poor	Subject to hard or long-term wear. Nearing the end of its useful or serviceable life.	Greater than 10%
Very Poor	Subjected to hard or long-term wear. Has reached the end of its useful serviceable life. Renewal is necessary.	Greater than 60%

The Consultant identified approximately \$3,787,700 of capital needs at City facilities within the next 10 years and an immediate capital need of approximately \$2,098,600. Below is a summary of the 12 facilities that were assessed including the immediate capital needs, capital needs over the next 10 years, FCI percentage, and FCI condition:

Facility	Immediate Capital Needs	Capital Needs over 10-years	FCI Percentage	FCI Condition
City Hall	\$446,900	\$570,700	21%	Poor
Council Chamber	\$48,000	\$64,000	10%	Fair
Eddie Park House	\$680,200	\$680,200	55%	Poor
Fire Department	\$4,000	\$165,000	0%	Good
Garfield Park Youth House	\$0	\$24,400	0%	Good
Meridian Iron Works Museum	\$104,700	\$147,900	28%	Poor
Orange Grove Recreation Building	\$38,000	\$127,900	4%	Good
Police Department	\$130,500	\$362,600	5%	Good

Facility	Immediate Capital Needs	Capital Needs over 10-years	FCI Percentage	FCI Condition
Public Works Yard	\$4,600	\$89,000	0%	Good
Library & Community Room	\$224,700	\$846,000	4%	Good
Senior Center	\$68,400	\$215,200	3%	Good
War Memorial Building	\$348,600	\$494,800	27%	Poor

The Consultant prepared funding scenarios to demonstrate how the level of funding affects the FCI rating of the City facilities (Refer to pages 10-12 of the Report Executive Summary). When staff is preparing the future budgets, staff will present the City Council with options on how to fund these capital needs. Staff will also look for grants and other funding opportunities to make these facility improvements.

In addition to identifying and prioritizing facility capital needs, a preventative maintenance schedule was prepared for all equipment in City facilities. Staff will update maintenance vendor contractors to utilize these preventative maintenance schedules. All documents corresponding to the Citywide Facilities Condition Assessment Report will be available at the Public Works Department upon request.

**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: Faithful+Gould, Inc. Citywide Facilities Condition Assessment Report Executive Summary

**City of South Pasadena  
Executive Summary Report for  
Facility Condition Assessment Services**

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



**Date of Report: August 25, 2017**

**Provided By:**

**Faithful+Gould, Inc**

**Provided For:**

**South Pasadena**



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# EXECUTIVE SUMMARY

## INTRODUCTION

In accordance with the agreement held between the City of South Pasadena and Faithful+Gould Inc., this completed report provides a combined executive summary of the individual building Facility Condition Assessment for the City of South Pasadena.

This reports provides an overview summary for the City containing: a summary of the scope of the work provided, a summary of the buildings, a building expenditure summary, a distribution of immediate (year 1) needs by building system, prioritization of work and an identification of work type over the study period. A Facility Conditions Index (FCI) is calculated for the facilities which is used in Facilities Management to provide a benchmark to compare the relative condition of a group of facilities. The FCI is primarily used to support asset management initiatives of federal, state, and local government facilities organizations.

This report provides a summary of the facility information known to us at the time of the study, the scope of work performed, an equipment inventory, evaluation of the visually apparent condition of The Property together with a capital expenditure forecast of expenditures anticipated over the next 10 years. The expenditure forecast does not account for typical preventative maintenance items such as changing filters to fan coil units.

Our cost rates to produce life cycle and replacement cost estimates are based on our knowledge of the local regional market rates. Our line item costs assume that the work will be undertaken by either in-house or direct sub-contract labor. If the work is procured through public general contractor bids, we recommend budgeting for additional project costs of between 25%-35% to allow for professional fees and general contractor overhead/profit and management costs.

We have included within the costs of this report a 35% soft cost uplift to the net construction rates.

**LIMITING CONDITIONS**

This report has been prepared for the exclusive and sole use of South Pasadena. The report may not be relied upon by any other person or entity without the express written consent of Faithful+Gould.

Any reliance on this report by a third party, any decisions that a third party makes based on this report, or any use at all of this report by a third party is the responsibility of such third parties. Any reuse without written verification or adaptation by Faithful+Gould for the specific purpose intended will be at user's sole risk and without liability or legal exposure to Faithful+Gould.

The assessment of the building/site components was performed using methods and procedures that are consistent with standard commercial and customary practice as outlined in ASTM Standard E 2018-15 for PCA assessments. As per this ASTM Standard, the assessment of the building/site components was based on a visual walk-through site visit, which captured the overall condition of the site at that specific point in time only.

No legal surveys, soil tests, environmental assessments, geotechnical assessments, detailed barrier-free compliance assessments, seismic assessments, detailed engineering calculations, or quantity surveying compilations have been made. No responsibility, therefore, is assumed concerning these matters. Faithful+Gould did not design or construct the building(s) or related structures and therefore will not be held responsible for the impact of any design or construction defects whether or not described in this report. No guarantee or warranty, expressed or implied, with respect to the property, building components, building systems, property systems, or any other physical aspect of The property is made.

The recommendations and our opinion of probable costs associated with these recommendations, as presented in this report, are based on walk-through non-invasive observations of the parts of the building which were readily accessible during our visual review. Conditions may exist that are not as per the general condition of the system being observed and reported in this report. Opinions of probable costs presented in this report are also based on information received during interviews with operations and maintenance staff. In certain instances, Faithful+Gould has been required to assume that the information provided is accurate and cannot be held responsible for incorrect information received during the interview process. Should additional information become available with respect to the condition of the building and/or site elements, Faithful+Gould requests that this information be brought to our attention so that we may reassess the conclusions presented herein.

The opinions of probable costs are intended for global budgeting purposes only. Faithful+Gould has no control over the cost of labor and materials, general contractor's or any subcontractor's method of determining prices, or competitive bidding and market conditions. The data in this report represent an opinion of probable cost of construction and is made on the basis of the experience, qualifications, and best judgment of the professional consultant familiar with the construction industry. Faithful+Gould cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this or subsequent cost estimates. The scope of work and the actual costs of the work recommended can only be determined after a detailed examination of the site element in question, understanding of the site restrictions, understanding of the effects on the ongoing operations of the site/building, definition of the construction schedule, and preparation of tender documents.

**SCOPE OF WORK PROVIDED**

Faithful+Gould visited South Pasadena owned facilities the week of May 15, 2017 to undertake Facility Condition Assessments (FCA) for the South Pasadena buildings and facilities.

The FCA's include an assessment of the architecture, mechanical, electrical and plumbing elements. The assessments determine the current condition of the facilities, identifying physical or operational deficiencies and provide cost estimates and prioritized schedules of repair work over a ten year period. Our cost rates to produce life cycle and replacement cost estimates are based on our knowledge of the local and regional market rates. The data in this report represents an opinion of probable cost of construction and is made on the basis of the experience, qualifications, and best judgment of the professional consultant familiar with the construction industry.

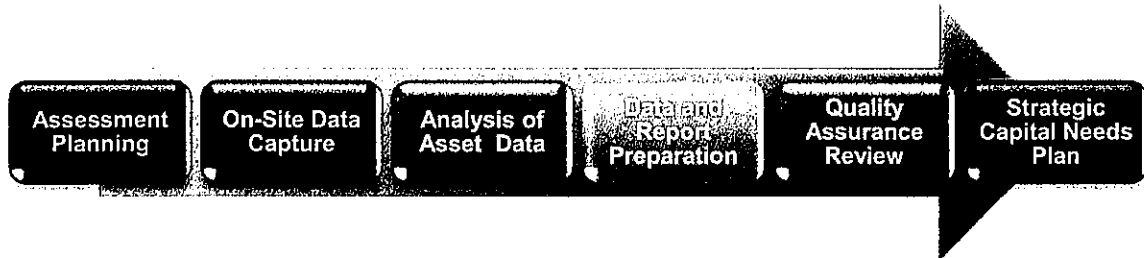
The assessments were conducted using facility information, equipment inventories and a visual only inspection of the facilities. The assessment of the building/site components was performed using methods and procedures that are consistent with standard commercial and customary practice as outlined in ASTM Standard E 2018-15 for PCA assessments. As per this ASTM Standard, the assessment of the building/site components was based on a visual walk-through site visit, which captured the overall condition of the site at that specific point in time only.

We followed the five key steps listed below to effectively manage facility and infrastructure assets:

1. Establish baseline asset inventory of city facilities.
2. Establish meaningful baseline data about asset conditions through a detailed, structured assessment process.
3. Estimate short- and long-range asset renewal needs using the data obtained from actual field analysis.
4. Utilize decision-support models to determine priorities and reinvestment rates to obtain desired asset conditions.
5. Communicate the asset condition and impact on mission support to governing boards, senior management and line management responsible for maintaining the portfolio.

**SIX-PHASE METHODOLOGY**

Our approach to FCA has been key to our success in delivering strategic advice to clients for more than 60 years. Our deliverable is best described through the six phases of our project methodology and plan, shown below, which outlines the key high-level tasks and milestones. Each of our proposed services will follow the same six-phase methodology and execution plan.



The FCA's reviewed substructure systems, shell systems, interior systems, service systems, equipment and site systems. Each FCA calculated an FCI and gave an overall condition rating for the property.



The FCI is the ratio of accumulated Total Cost (TC) (Deferred Maintenance, Capital Renewal and Plant Adaptation) to the Current Replacement Value (CRV) for a constructed asset calculated by dividing the TC by the CRV. The range is from zero for a newly constructed asset, to one for a constructed asset with a TC value equal to its CRV. Acceptable ranges vary by 'Asset Type', but as a general guideline the FCNI scoring system is as follows:

$$\text{FCNI} = \frac{\text{Deferred Maintenance} + \text{Capital Renewal} + \text{Plant Adaptation (TC)}}{\text{Current Replacement Value of the Facility(s) (CRV)}}$$

If the FCI rating is 60% or greater then replacement of the asset/building should be considered instead of renewal.

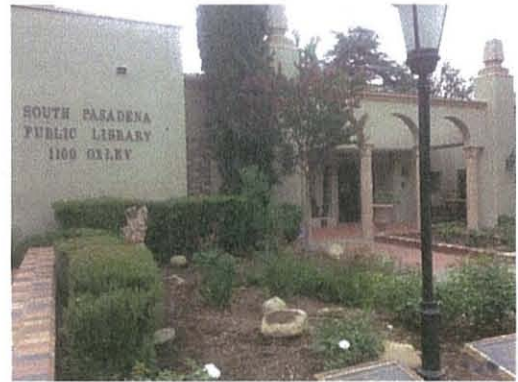
Condition	Definition	Percentage Value
GOOD	In a new or well-maintained condition, with no visual evidence of wear, soiling or other deficiencies	0% to 5%
FAIR	Subject to wear, and soiling but is still in a serviceable and functioning condition	5% to 10%
POOR	Subjected to hard or long-term wear. Nearing the end of its useful or serviceable life.	Greater than 10%
V-POOR	Subjected to hard or long-term wear. Has reached the end of its useful or serviceable life. Renewal now necessary	Greater than 60%

## FACILITY DETAILS

The City of South Pasadena complex maintains a portfolio of twelve primary structures. The portfolio includes facilities for city services, community centers, senior center, library and administrative offices.

The buildings vary widely in construction, style, and date in service and include:

- City Hall (9,320 Sq. Ft.)
- Council Chambers (2,112 Sq. Ft.)
- Eddie Park House (5,800 Sq. Ft.)
- Fire Department (11,530 Sq. Ft.)
- Garfield Park Youth House (855 Sq. Ft.)
- Iron Works Museum (1,510 Sq. Ft.)
- Library/Community Room (24,000 Sq. Ft.)
- Orange Grove Recreation Building (3,694 (Sq. Ft.)
- Police Department (10,500 Sq. Ft.)
- Public Works Yard (18100 Sq. Ft.)
- Senior Center (6,500 Sq. Ft.)
- War Memorial (5,100 Sq. Ft.)



**FACILITY CONDITION NEEDS INDEX (FCI)**

The table below lists information regarding each building with their, gross rate/SF, current replacement value, total capital needs, immediate capital needs, FCI rating and building condition rating.

Key	Condition	Definition	Percentage Value
	<b>GOOD</b>	In a new or well-maintained condition, with no visual evidence of wear, soiling or other deficiencies	0% to 5%
	<b>FAIR</b>	Subject to wear, and soiling but is still in a serviceable and functioning condition	5% to 10%
	<b>POOR</b>	Subjected to hard or long-term wear. Nearing the end of its useful or serviceable life.	Greater than 10%
	<b>V-POOR</b>	Subjected to hard or long-term wear. Has reached the end of its useful or serviceable life. Renewal now necessary	Greater than 60%

**Individual Building FCI Summary**

Facility	Gross Square Footage	Current Replacement Value (\$)	Immediate Capital Needs (\$)	Total Capital Needs Over 10 Year Study Period (\$)	Current Year FCI Rating %	Year 10 FCI Rating %
City Hall	8,500	\$2,125,000	\$446,830.29	\$570,669.49	21%	27%
Council Chambers	2,112	\$500,000	\$47,960.78	\$64,012.28	10%	13%
Eddie Park House	5,800	\$1,260,000	\$680,197.50	\$680,197.50	54%	54%
Fire Department	11,530	\$3,459,000	\$3,905.55	\$165,013.07	0%	5%
Garfield Park Youth House	855	\$213,750	\$0.00	\$24,377.75	0%	11%
Iron Works Museum	1,510	\$377,500	\$104,625.00	\$147,877.29	28%	39%
Orange Grove Recreational Building	3,964	\$991,000	\$38,032.42	\$127,852.57	4%	13%
Police Department	10,500	\$2,625,000	\$130,526.96	\$362,549.82	5%	14%
Public Works Yard	18,100	\$3,620,000	\$4,604.85	\$88,960.29	0%	2%
South Pasadena Library & Community Room	24,500	\$6,125,000	\$224,715.78	\$845,961.81	4%	14%
South Pasadena Senior Center	6,500	\$2,275,000	\$68,403.04	\$215,147.21	3%	9%
War Memorial Building	5,100	\$1,275,000	\$348,582.91	\$494,771.31	27%	39%
<b>Total</b>	<b>98,971</b>	<b>\$24,846,250</b>	<b>\$2,098,385</b>	<b>\$3,787,390</b>	<b>8%</b>	<b>15%</b>

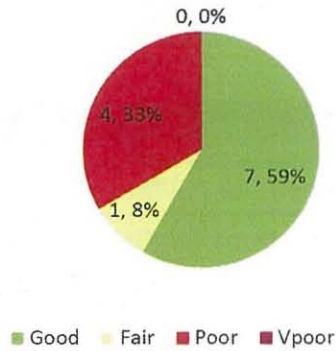
**CONDITION RATING**

The City of South Pasadena has twelve facilities which are currently rated in very poor through good condition. Seven are rated in good condition, one is rated fair and four are rated as poor. The City of South Pasadena as a whole has a current FCI rating of 8%, thus being in overall fair condition. In year ten of the study period the condition ratings will change if there is no capital investment. Two will be rated as good, one will be rated as fair, nine will be rated as poor. The overall FCI rating in year ten will increase to 15% if there is no investment over the study period which will result in the facilities being in poor condition.

The chart below indicates the number of buildings and percentage of buildings with their current FCI condition rating.

Current Condition of Buildings (FCI)

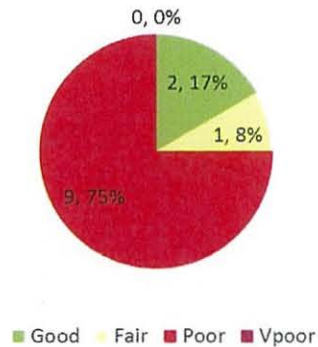
Value of Current Need **\$2,098,385**



The Chart below indicates the cumulative effects of the FCI ratio over the study period assuming the required funds and expenditures are NOT provided to address the identified works and deferred maintenance each year.

Year-10 Condition of Buildings (FCI)

Need will grow to **\$3,787,390** over 10-years

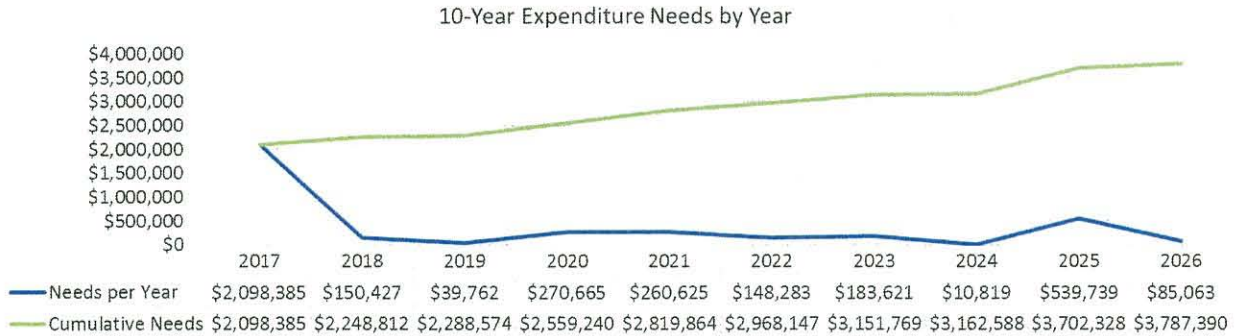


**SUMMARY OF EXPENDITURE FINDINGS**

The City of South Pasadena has immediate capital needs of **\$2,098,385** with a total of **\$3,787,390** capital needs over a 10-year study period.

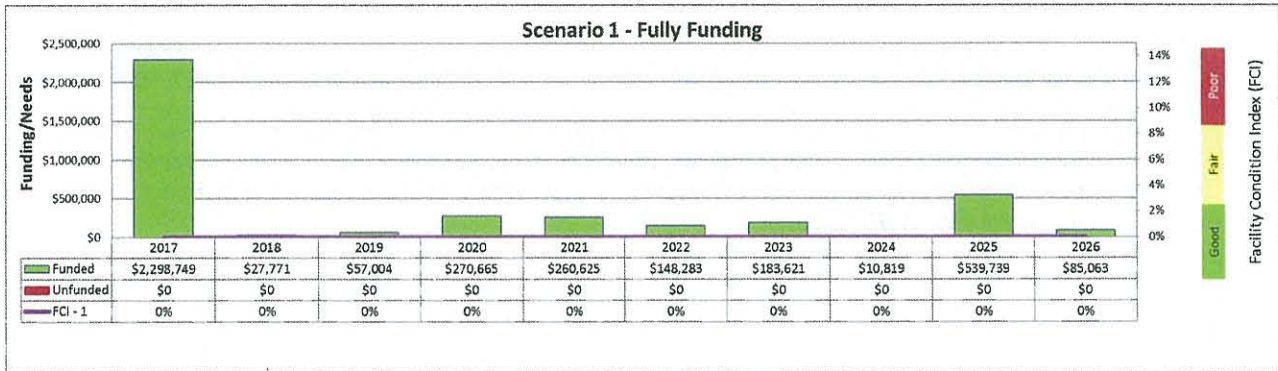
Key Findings	Metric
Immediate Capital Needs (included in FCNI)	<b>\$2,098,385</b>
Year 10 Capital Needs	<b>\$3,787,390</b>

The chart below provides a summary of yearly anticipated expenditures over the ten-year study period for South Pasadena. Further details of these expenditures are included within each respective report section. The results illustrate a total anticipated expenditure over the study period of circa **\$3,787,390**.

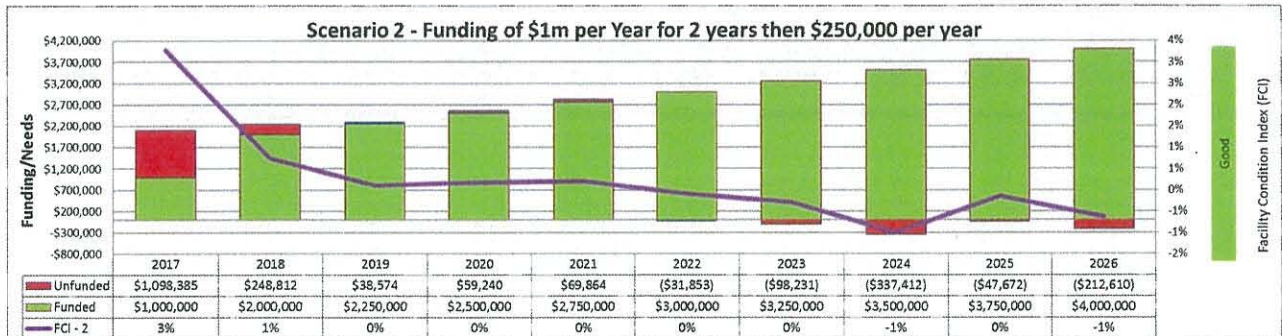


The charts below provide a summary of what impact varying funding levels per year will have on the accumulative yearly need over the ten-year study period for South Pasadena. A comparison is also made with the Facility Condition index and how the funding levels will impact the condition rating.

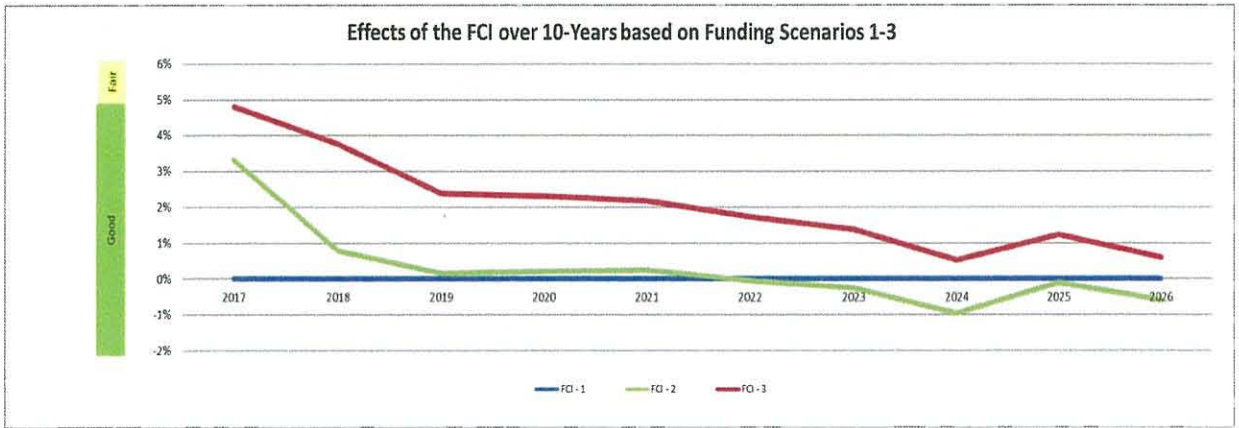
Scenario 1 chart illustrates a funding profile as fully funded each year. The FCNI Index will remain at 0% Good



Scenario 2 chart illustrates the proposed annual funding of \$1,000,000 per year for two years, with \$250,000 for each remaining year. In this scenario, Year 1 will have an unfunded current deferred maintenance need of \$1,298,749. This unfunded need will decrease over the next 10-years to a surplus of \$117,660. The FCNI will start at 4% and decrease to 0%



Scenario 3 chart illustrates an example annual funding of \$500,000 for the first three years, then \$300,000 for the remaining years of the study period. Year 1 will have an unfunded current deferred maintenance need of \$1,798,749. This unfunded need will shrink over the next 10-years to \$282,340. The FCNI will start at 5% and decrease to 1%.



**SUMMARY OF EXPENDITURE FINDINGS CONTINUED**

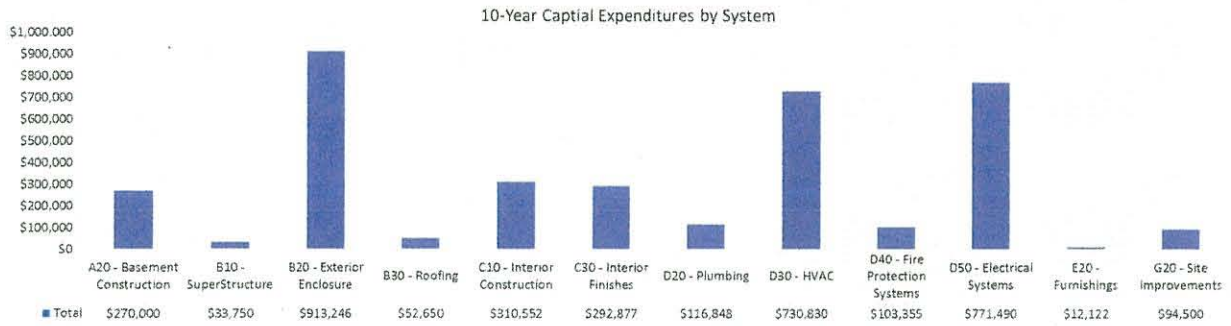
The chart below shows a 10-year cost expenditure by building. As can be seen, The Library has the largest anticipated spend identified of \$845,961. South Pasadena Library & Community Room and City Hall have the next largest need.





**DISTRIBUTION OF CAPITAL NEEDS BY BUILDING SYSTEM OVER 10 YEAR STUDY PERIOD**

The below chart shows the distribution of expenditure by building system with Exterior Enclosures, HVAC, Electrical Systems and Interior Constructions being the highest building system spend area over the study period.



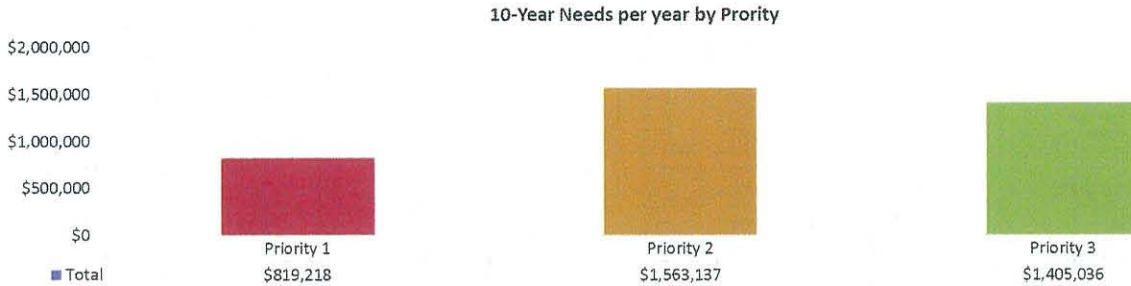
**Plan Item Costs by Year and Level 2**

Uniformat	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026 Total	Total with soft costs	
A20 - Basement Construction	\$200,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200,000	\$270,000
B10 - SuperStructure	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000	\$33,750
B20 - Exterior Enclosure	\$260,825.60	\$346.50	\$15,910.12	\$0.00	\$76,834.66	\$93,763.67	\$0.00	\$3,850.00	\$215,601.00	\$9,347.09	\$676,479	\$913,246
B30 - Roofing	\$28,807.04	\$3,511.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,681.60	\$0.00	\$30,000	\$52,650
C10 - Interior Construction	\$23,657.50	\$0.00	\$0.00	\$0.00	\$105,100.00	\$0.00	\$45,000.00	\$440.00	\$55,841.25	\$0.00	\$230,039	\$310,552
C30 - Interior Finishes	\$128,953.00	\$0.00	\$13,543.20	\$0.00	\$3,195.18	\$13,003.20	\$12,182.63	\$3,724.38	\$42,344.00	\$0.00	\$216,946	\$292,877
D20 - Plumbing	\$66,337.39	\$0.00	\$0.00	\$8,037.31	\$7,925.50	\$3,072.48	\$0.00	\$0.00	\$0.00	\$1,181.25	\$86,554	\$116,848
D30 - HVAC	\$470,823.81	\$0.00	\$0.00	\$12,365.50	\$0.00	\$0.00	\$2,274.00	\$0.00	\$3,411.00	\$52,481.12	\$541,355	\$730,830
D40 - Fire Protection Systems	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$76,559.20	\$0.00	\$0.00	\$0.00	\$76,559	\$103,355
D50 - Electrical Systems	\$271,915.56	\$107,569.90	\$0.00	\$180,090.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,898.80	\$0.00	\$571,474	\$771,490
E20 - Furnishings	\$8,038.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$940.56	\$0.00	\$8,979	\$12,122
G20 - Site Improvements	\$70,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$70,000	\$94,500
G40 - Site Electrical Utilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$63,088.74	\$0.00	\$63,089	
<b>Total</b>	<b>\$1,554,359</b>	<b>\$111,428</b>	<b>\$29,453</b>	<b>\$200,493</b>	<b>\$193,055</b>	<b>\$109,839</b>	<b>\$136,016</b>	<b>\$8,014</b>	<b>\$399,007</b>	<b>\$63,009</b>	<b>\$2,805,474</b>	<b>\$3,787,390</b>

**PRIORITIZATION OF WORK**

Faithful+Gould has prioritized the identified work in order to assist with analyzing the deficiencies found during the assessment. The baseline prioritization model is not just based on replacement year or criticality but uses four key data attributes to build an overall importance metric for every recommendation: system type, the cause or nature of the issue, timing and building mission incorporated into the model with relative weighting to provide an overall priority score. Priority categories are shown below:

<p style="text-align: center;"><b>Priority 1</b> Life Safety/Code Compliance/ADA:</p>	<ul style="list-style-type: none"> <li>• Compromises staff or public safety or when a system requires to be upgraded to comply with current codes and standards</li> </ul>
<p style="text-align: center;"><b>Priority 2</b> Currently Critical:</p>	<ul style="list-style-type: none"> <li>• A system or component is inoperable or compromised and requires immediate action</li> </ul>
<p style="text-align: center;"><b>Priority 3</b> Necessary / Not Critical:</p>	<ul style="list-style-type: none"> <li>• Future Lifecycle replacement to maintain the integrity of the facility or component and replace those items, which will exceeded their expected useful life</li> </ul>



**NEEDS SORTED BY PLAN TYPE**

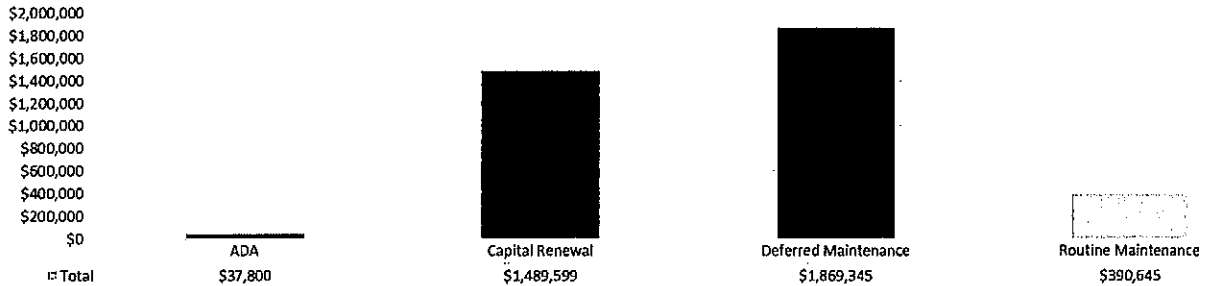
Faithful+Gould has prioritized the identified work according to the Plan Type or deficiency categories in order to assist with analyzing the deficiencies found during the assessment.

The following Plan Types are shown below:

The chart below illustrates the breakdown of expenditure according to the Plan Type or deficiency categories providing an opportunity to strategically plan and effectively direct funding. As can be observed from the chart below Deferred Maintenance of \$2,069,709 million is the highest expenditure during the study period.

<b>Plan Type 1 Deferred Maintenance</b>	<ul style="list-style-type: none"> <li>•Maintenance that was not performed when it was scheduled or past its useful life resulting in immediate repair or replacement</li> </ul>
<b>Plan Type 2 Routine Maintenance</b>	<ul style="list-style-type: none"> <li>•Maintenance that is planned and performed on a routine basis to maintain and preserve the condition</li> </ul>
<b>Plan Type 3 Capital Renewal</b>	<ul style="list-style-type: none"> <li>•Planned replacement of building systems that have or will reach the end of their useful life</li> </ul>
<b>Plan Type 4 ADA</b>	<ul style="list-style-type: none"> <li>•When the repair or replacement of equipment or systems are recommended to comply with ADA</li> </ul>
<b>Plan Type 5 Functionality</b>	<ul style="list-style-type: none"> <li>•Projects identified to improve the functionality of the facility</li> </ul>

10-Year Needs per year by Plan Type



**CONCLUSION**

The City of South Pasadena has twelve primary structures located across city property. The ten-year study found there is a total of \$3,787,390 required over the study period. There is an immediate capital need of \$2,098,385.

The most pertinent expenditure area of spend over the study period is Deferred Maintenance with \$1,869,345 being required over the study period. The study found that \$1,489,599 is required in the first year of the study period under Capital Renewal, \$390,645 under Routine Maintenance, and \$37,800 under ADA.


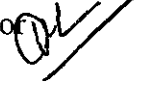
There is \$819,218 rated as a Priority 1 - Currently Critical expenditure, which is for systems that have currently failed, compromise staff or public safety, or require upgrade to comply with current code. There is \$1,563,137 rated as a Priority 2 - Potential Critical expenditure, which is a system or component that is nearing end of useful life, if not addressed will cause additional deterioration and added repair costs. Finally, there is \$1,405,036 in Priority 3 - Necessary Not Critical needs identified over the study period.

South Pasadena has twelve facilities. Seven are rated as good, one is fair, and four are rated as poor. South Pasadena as a whole has a current FCI rating of 8%, thus being in Fair condition. In year ten of the study period the condition ratings will change if there is no capital investment. Two will be rated as good, one will be rated as fair, and nine will be rated as poor. The overall FCI rating in year 10 will increase to 15% if there is no investment over the study period, which results in the city-wide facilities being in Poor condition.

# 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: October 4, 2017  
TO: Honorable Mayor and City Council  
VIA: Elaine Aguilar, Interim City Manager   
FROM: Paul Toor, Public Works Director   
Arthur Miller, Police Chief  
SUBJECT: **Provide Direction to Proceed with a Feasibility Study to Expand the Police Department Facility to include an Emergency Operations Center**

## Recommendation

It is recommended that the City Council provide direction to proceed with a Request for Proposal (RFP) for a feasibility study to expand the Police Department Facility to include an Emergency Operations Center (EOC).

## Fiscal Impact

In April 2017, Dewberry Architects was authorized to develop conceptual plans to expand the Police Department to include an EOC. If the City Council elects to proceed with an RFP for the feasibility study, the source of funding would be Asset Forfeiture Fund and Emergency Operations Center Designated Reserves.

## Commission Review and Recommendation

This matter was not reviewed by a commission.

## Background

The City of South Pasadena (City) Police Department is comprised of 36 sworn officers, including captains, sergeants, and chief of police, 15 full-time non-sworn personnel and additional part-time non-sworn personnel including police cadets, parking control and crossing guards. The Police Department provides a full range of law enforcement and crime deterrence services including street patrol, crime investigation and analysis, disaster preparedness, parking enforcement, and a community crime prevention program. Support services for sworn officers include training, records, property evidence, dispatch center, and administrative support.

At the March 2017 Community Forum, residents attended and prioritized various Capital Improvement Projects. One of the highly ranked projects was for the City to have a suitable EOC for use during disasters within the City. The City's EOC is a critical component of the City's

Provide Direction to Proceed with a Feasibility Study to Expand the Police Department Facility to include an EOC

October 4, 2017

Page 2 of 2

Emergency Management Program and serves as a central command for large scale events, emergencies, or disasters in the City. The current EOC is located in the Fire Department and needs to be updated to perform all functions needed during a disaster. In April 2017, Dewberry Architects was retained to develop conceptual plans for expanding the Police Department to include an EOC.

### **Analysis**

The Police Department is located at 1422 Mission Street in the Civic Center adjacent to City Hall, the Council Chamber and the Fire Department. There is a courtyard between the Police Department and Fire Station that currently underutilized. Dewberry Architects developed several alternatives to infill the courtyard with a multi-story building to include an EOC, additional Police Department work stations, offices, and a conference room.

If the City Council directs staff to proceed with further review of the Police Department Expansion and EOC Project, the next step would be preparing an RFP for a consultant to perform a feasibility study. In this phase, a consultant would identify needs, perform code research, plan infrastructure, finalize floor plans and elevations, develop budgets, and identify funding sources for the Project. Staff seeks direction from the City Council on whether to proceed with an RFP for a feasibility study for this Project.

### **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: Police Department Expansion to include an Emergency Operations Center Conceptual Plans

# POLICE DEPARTMENT EXPANSION INCLUDING AN EOC

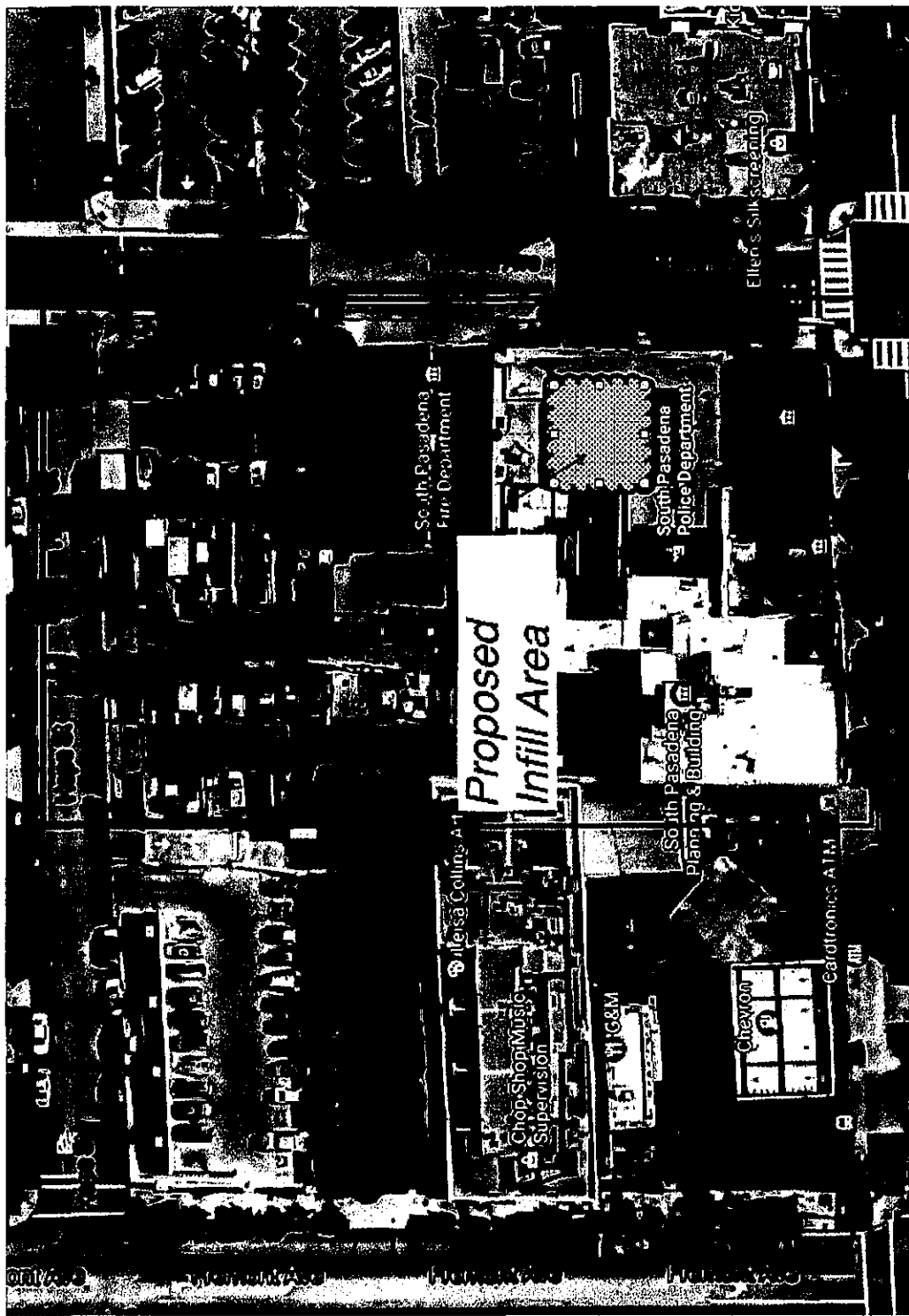
City of South Pasadena

October 4, 2017





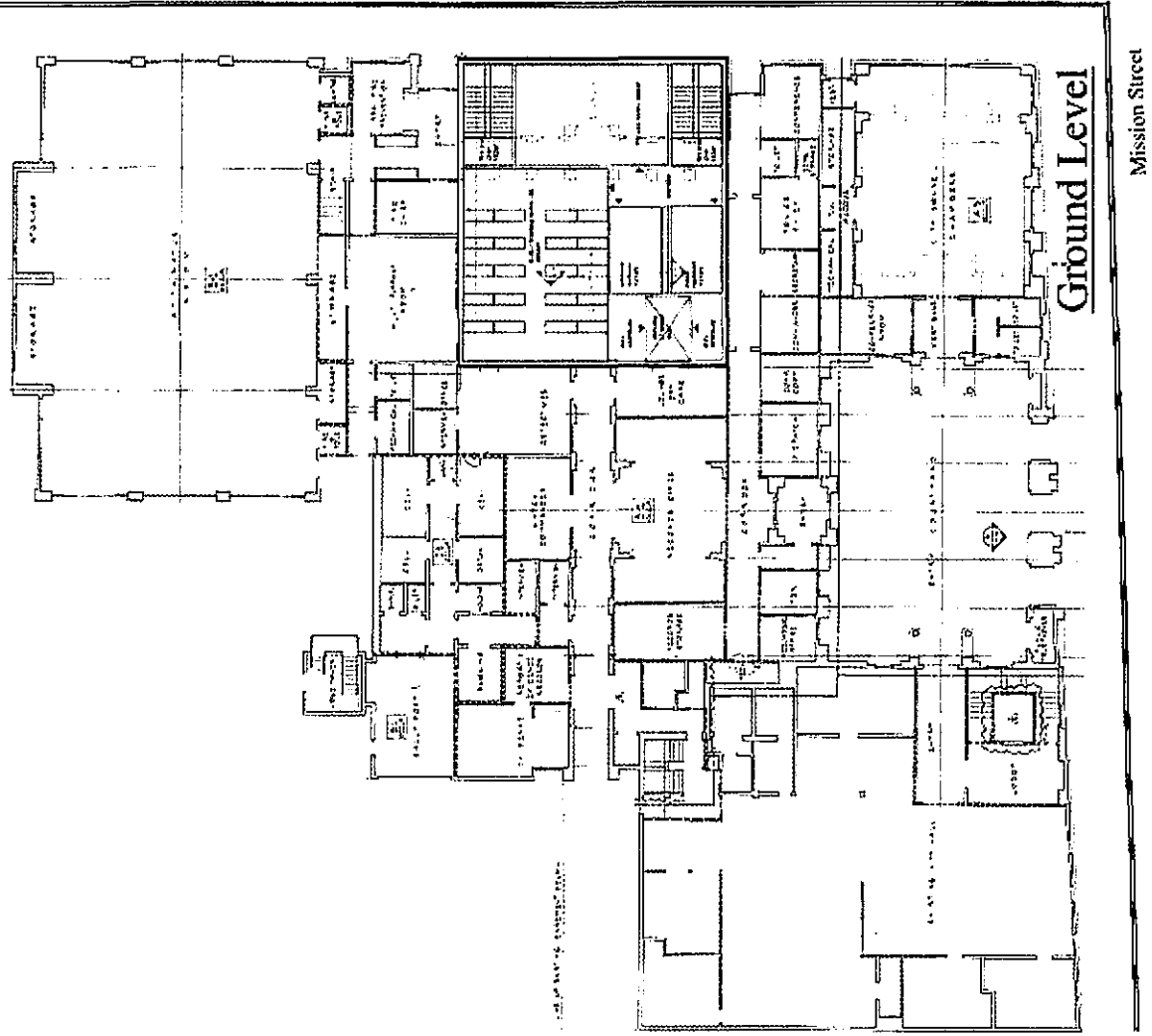
# Current Police Operations (aerial view)





# Proposed Concept Floor Plans

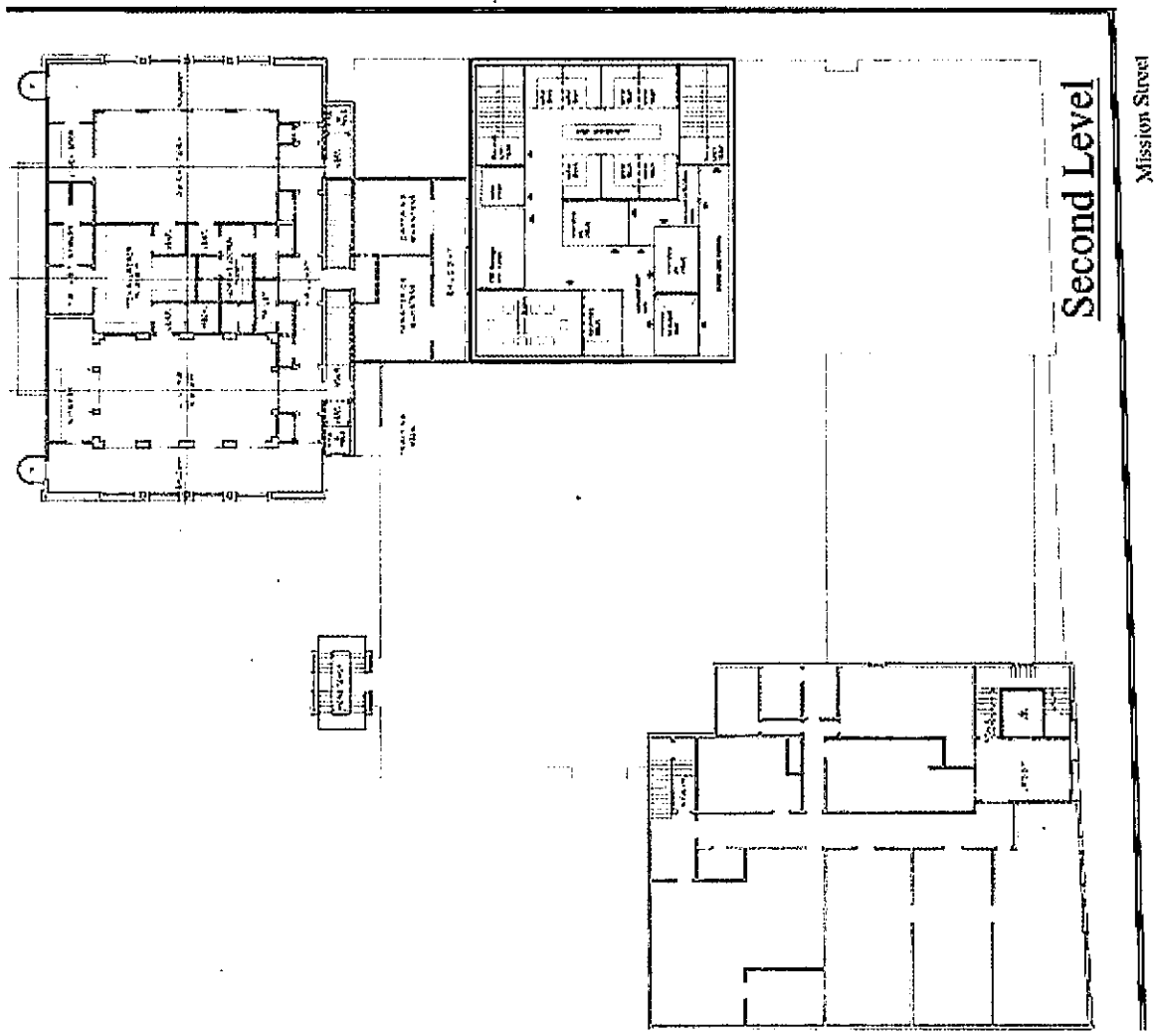
- Ground Floor
- EOC
- Exercise room





# Proposed Concept Floor Plans

- Second Floor
- CID
- Conference room



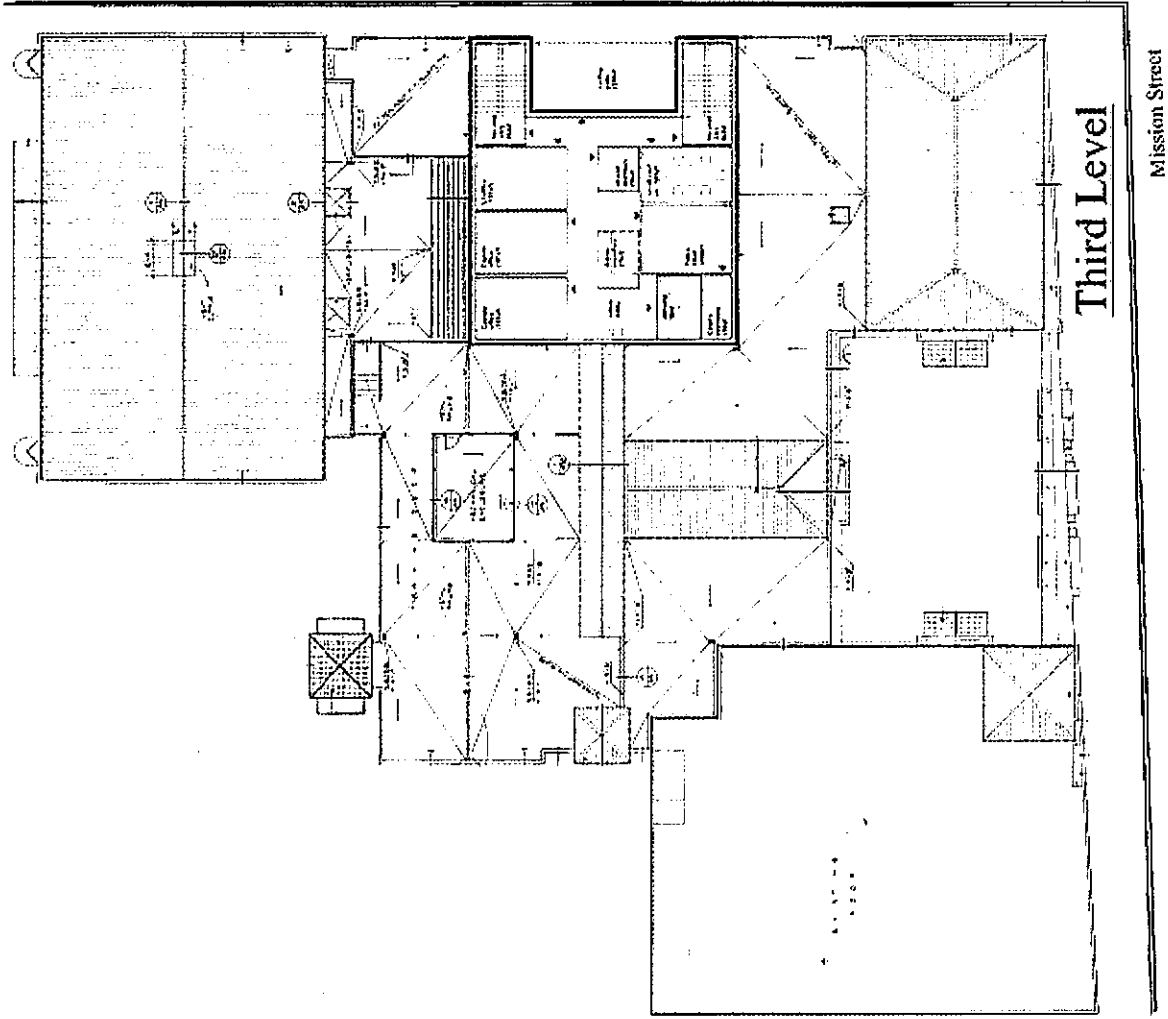
Mound Avenue

Second Level

Mission Street

# Proposed Concept Floor Plans

- Third Floor
- Executive Offices
- Roof top patio

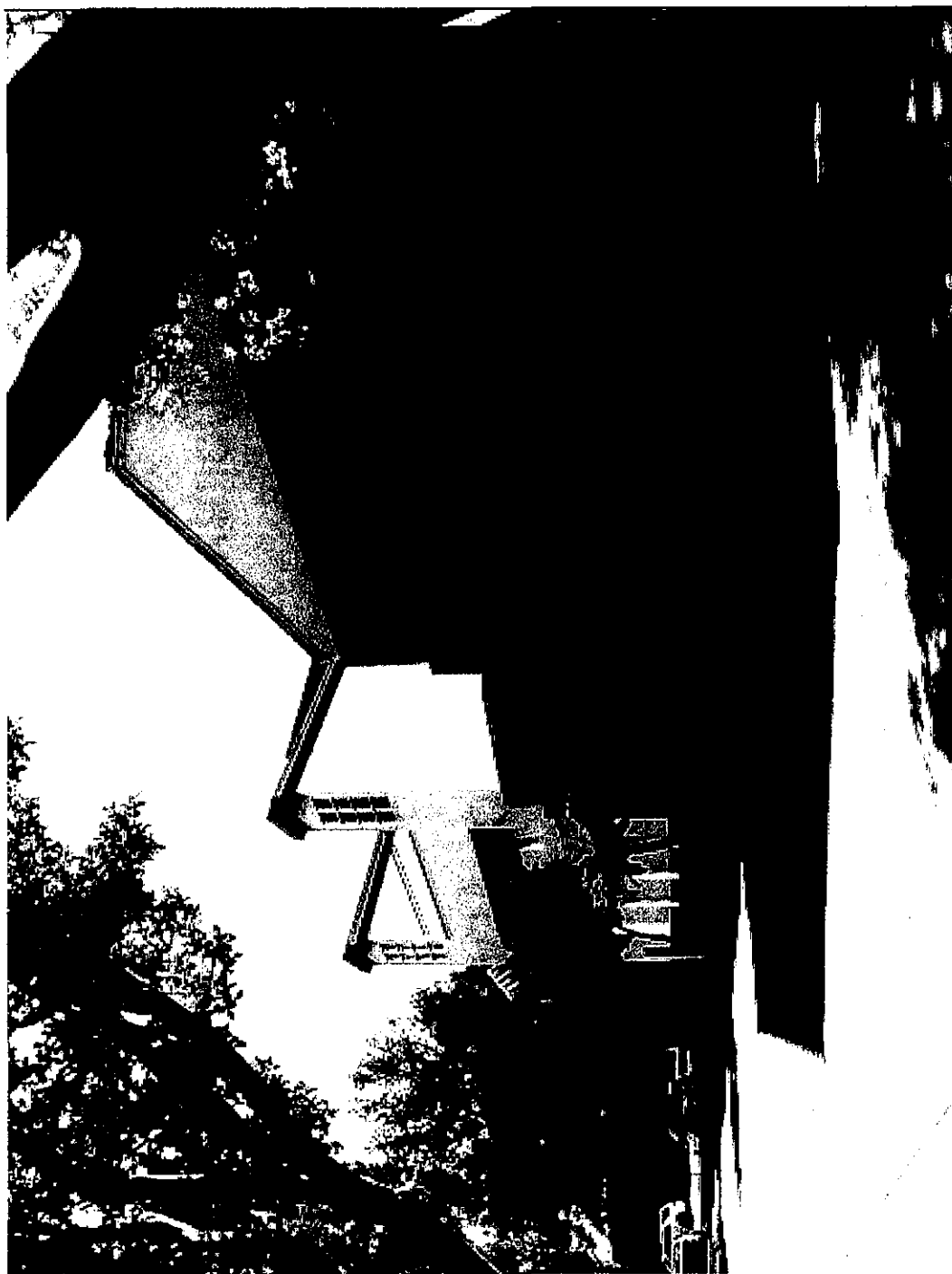




# Proposed Concept View (view from Southeast)



**Proposed Concept View** (view from Northeast)





# Next Steps

- Seeking City Council Direction to Proceed with an RFP for a Feasibility Study
- Feasibility Study to include:
  - Needs Assessment
  - Code Research
  - Finalize Floor Plans and Elevations
  - Develop Budgets
  - Identify Funding Sources





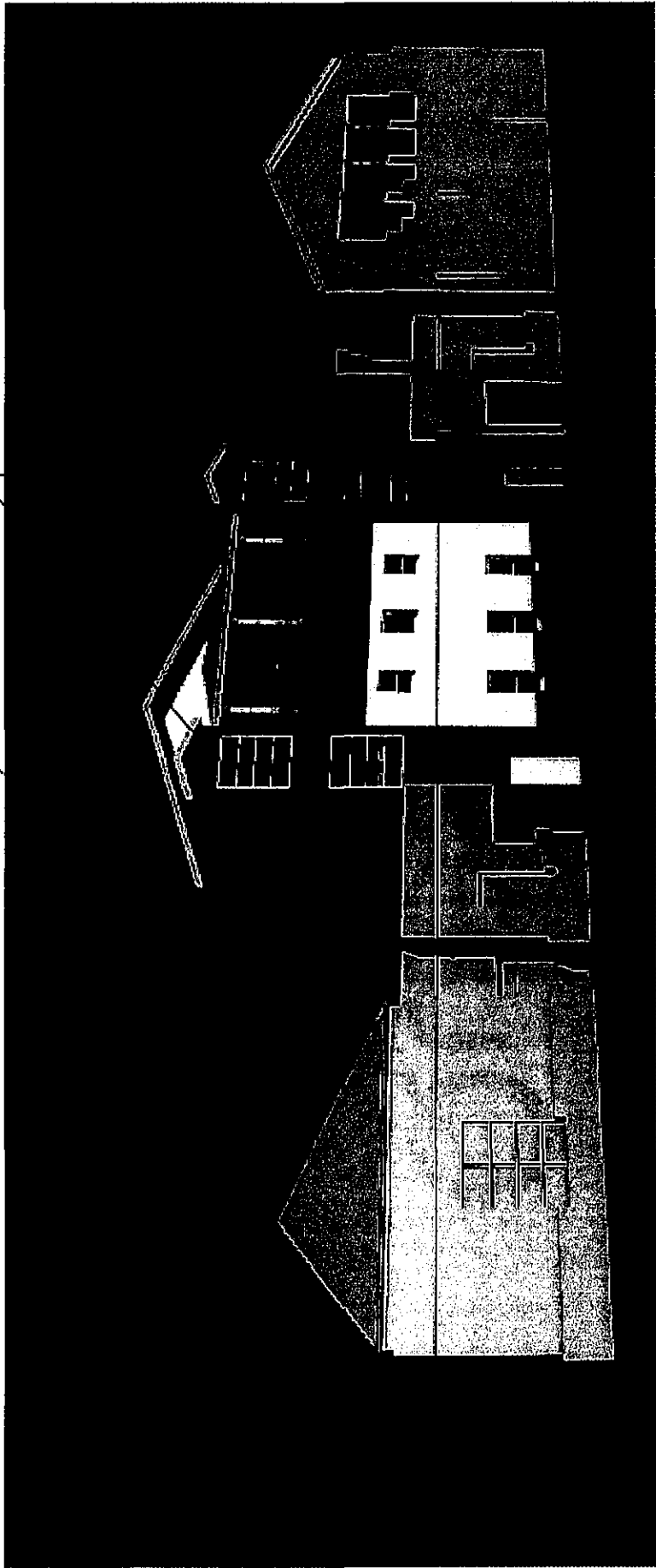
# Questions





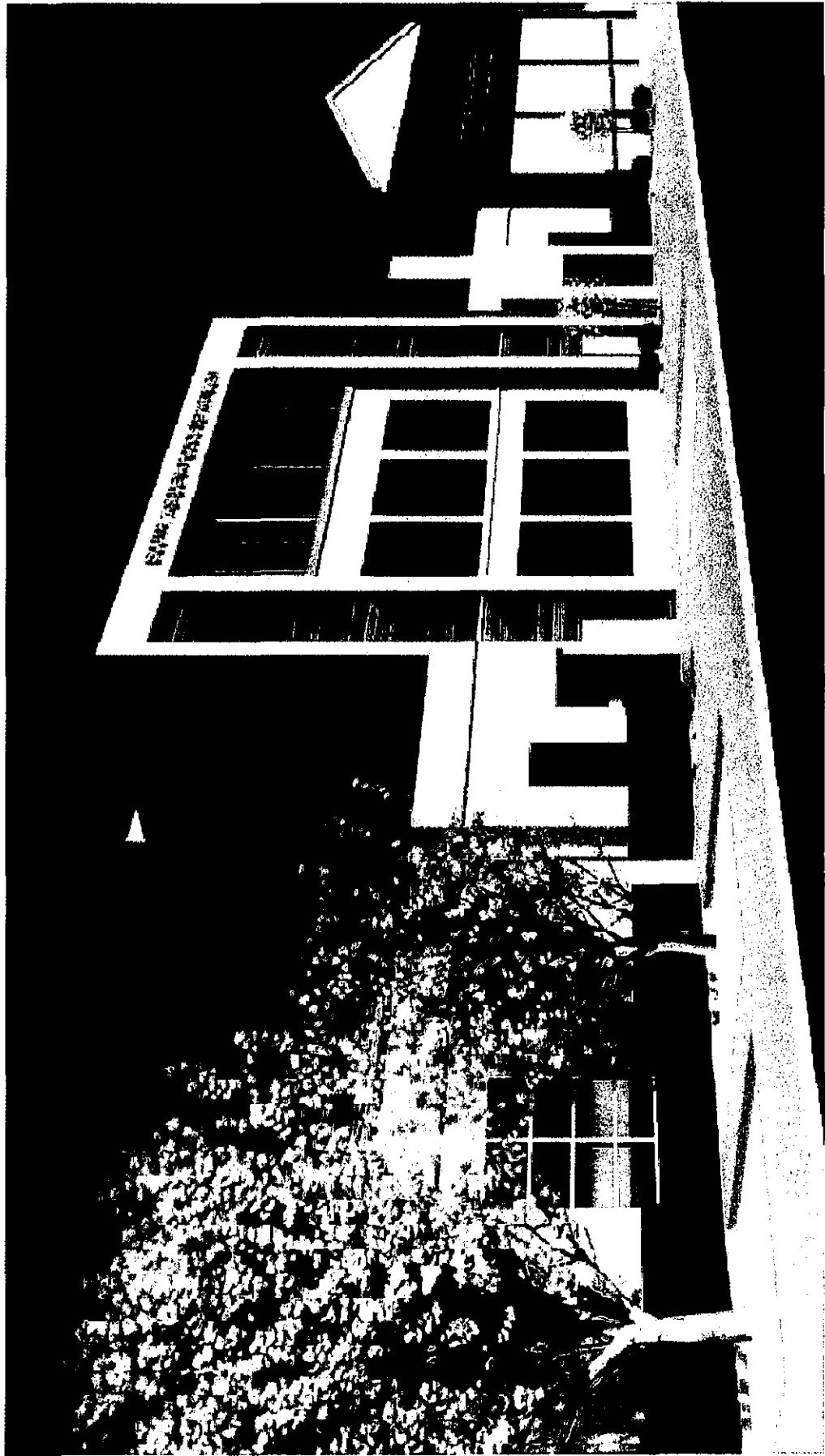
# Additional Concept Elevations (East Elevation)

STUCCO/PLASTER  
BRICK CMU





Additional Concept Elevations (East Elevation)



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